



TO: Mayor and Councilmembers

FROM: Charles W. Ebeling, Public Works Director

CONTACT: Daniel Virgen, Assistant Engineer

SUBJECT: Agreements with Stantec Consulting Services, Inc. and MNS Engineers, Inc. for the Hollister Avenue Old Town Interim Striping Project

RECOMMENDATION:

- A. Authorize the City Manager to execute Amendment No. 2 to Professional Design Services Agreement No. 2021-030 with Stantec Consulting Services, Inc., increasing the contract authority by \$26,000, for a new total contract not-to-exceed amount of \$185,800 and extending the term of the agreement to December 31, 2023;
- B. Authorize the City Manager to execute a Professional Services Agreement with MNS Engineers, Inc. for Construction Management and Inspection Services in the not-to-exceed amount of \$128,512 with a termination date of December 31, 2023;
- C. Authorize an additional budget appropriation of \$46,000 from the Measure A fund balance to the Hollister Avenue Old Town Interim Striping Project, Account No. 205-90-9114-57070; and
- D. Authorize an additional budget appropriation of \$174,000 from the Gas Tax fund balance to the Hollister Avenue Old Town Interim Striping Project, Account No. 201-90-9114-57070.

BACKGROUND:

On January 19, 2021, the City Council approved a new Capital Improvement Program (CIP) project titled Hollister Avenue Old Town Interim Striping Project and authorized a \$70,000 budget to initiate preliminary project design and development. The project will restripe Hollister Avenue between Fairview Avenue and Kinman Avenue, reducing travel lanes from two lanes to one lane in each direction. This is intended to provide additional space to increase the on-street parking and install a Class II bike lane. The goal of this project is to develop a cost-effective project which provides parking and multi-modal improvements which originated as part of the Hollister Avenue Complete Streets Corridor Plan Project. The improvements can then be studied, evaluated, and refined in

preparation for when funding for a permanent streetscape project becomes available. The street concepts contained in the previous Hollister Avenue Complete Streets Corridor Plan were the outcome of an 18-month public outreach program consisting of public surveys, workshops, stakeholder meetings and walking and biking tours of the area.

Agreement No. 2021-030 with Stantec Consulting Services, Inc. (Stantec) in the amount of \$44,980 was approved on May 3, 2021. At that time, Stantec was directed to review previous work efforts and begin initial traffic analysis within and in proximity to the project limits.

On November 2, 2021, the City Council approved Amendment No. 1 for \$114,820 to complete preliminary design, environmental review, public outreach and prepare construction documents of the selected alternative.

DISCUSSION:

The Hollister Avenue Old Town Striping Project is an improvement project that will increase safety, accessibility, and mobility for all users on Hollister Avenue between Kellogg Ave and Fairview Avenue. The project consists of back-in-angled 90-minute parking, 90-minute parking restrictions, traffic signal upgrades, striping, pavement improvements, and pavement delineation improvements. The information below summarizes the professional services that will be provided by KMP Strategies, LLC, Stantec Consulting Services, Inc., and MNS Engineers, Inc. as part of the project.

KMP Strategies, LLC

Surrounding businesses, residents, motorists, and bicyclists can be impacted during construction; therefore, Public Works staff selected KMP Strategies, LLC for their public outreach services to mitigate potential impact before and during construction. KMP will conduct business and resident outreach activities to maintain relationships for the duration of the project and will serve as a primary point of contact. In addition, they will provide content to the City for distribution via City communication channels. Also, project coordination will be conducted to gather the most up-to-date information to provide to the residents and businesses. The Professional Services Agreement amount is not to exceed \$44,140. This agreement will be executed under the City Manager's authority, so it is not included in the recommendations in this report.

Stantec Consulting Services, Inc.

The City increased the scope of work for public outreach and for changes in design, and this increased design and construction costs. These items include lowering the crown of the pavement, 90-minute time restriction signs (this previously was its own project), adding lane separators to deter mid-block left turns, and upgrading traffic signal equipment.

The design budget has been exhausted and additional funds are required to complete the construction documents. In addition, the City will need engineering support services

during construction, including review of material submittals, responding to contractor requests for information, and conducting site visits. The additional \$26,000 requested will cover the costs of these services. Amendment No. 2 to Professional Design Services Agreement No. 2021-030 with Stantec Consulting Services, Inc. is provided in Attachment 1. The original Professional Design Services Agreement No. 2021-030 with Stantec Consulting Services, Inc. and Amendment No. 1 are provided in Attachment 2.

MNS Engineers, Inc.

MNS Engineers, Inc. (MNS) was selected from the pre-authorized consultant list that the City Council approved for their construction management and inspection services. MNS brings a team of qualified construction management professionals with experience in similar projects as the Hollister Avenue Old Town Interim Striping Project. MNS will conduct its services in three phases: pre-construction, construction, and post-construction. Each phase consists of various tasks and assignments as described below.

Pre-Construction Phase Services:

- Kick-off Meeting
- Review Design Documents
- Contract Administration
- Pre-Construction Conference
- Pre-Construction Condition Documentation

Construction Phase Services:

- Project Communication and Coordination
- Project Schedule
- Submittal, Request For Information, Materials, and Change Order Management
- Material Testing
- Construction Observation/Inspection
- Jobsite Weekly Progress Meeting
- Payment Application Review

Post-Construction Phase Services:

- Final Inspection and Punch List
- Record Drawing
- Final Documentation Turnover
- Notice of Completion

The Professional Services Agreement with MNS Engineers, Inc. is provided in Attachment 3.

FISCAL IMPACTS:

The total estimated project cost for the Hollister Avenue Old Town Interim Striping is \$2,344,192. The costs by project component, including funding sources, are shown in Table 1 below.

Table 1: Project Cost Estimates

Project Components	Estimated Costs	Funding Source	Funding Amounts
Conceptual Design	\$16,156	Measure A (205)	\$115,446
Environmental Review	\$3,230	Measure A Grant (206)	\$365,315
Final Design	\$157,914	Gas Tax (201)	\$174,000
Construction	\$2,166,892	Cal OES (320)	\$5,521
		Unfunded	\$1,683,910
Total:	\$ 2,344,192	Total:	\$2,344,192

Total Estimated Project Cost:

\$2,344,192

Project Funding

The Fiscal Year 2022/23 current estimated costs for this project are approximately \$2 million. Currently \$480,761 is available in both Measure A Local (205) and Measure A Grant (206) funds. When ready to award for construction, Public Works staff will return to City Council with an update on project funding.

Table 2 below summarizes the FY 2022/23 project budget amounts and funding source accounts:

Table 2: FY 2022/23 Project Budget

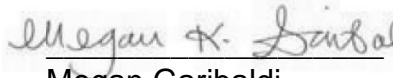
Project: Hollister Avenue Old Town Interim Striping (Project No. 9114)					
Account	Fund Type	FY 2022/23 Budget	YTD Activity/ Encumbrances	Requested Appropriation	Available Balance
201-90-9114-57070 (Design)	Gas Tax	\$0	\$0	\$174,000	\$174,000
205-90-9114-57070 (Design)	Measure A	\$78,446	\$54,443	\$46,000	\$70,003
205-90-9114-57071 (Construction)	Measure A	\$37,000	\$0	\$0	\$37,000
206-90-9114-57071 (Construction)	Measure A - Grant	\$365,315	\$0	\$0	\$365,315
	Total	\$480,761	\$54,443	\$220,000	\$646,318

ALTERNATIVES:

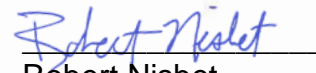
The City Council could choose to not approve this amendment with Stantec and agreement with MNS but doing so could impact the quality of the Hollister Avenue Old Town Interim Striping Project.

Reviewed By:


Kristine Schmidt
Assistant City Manager

Legal Review By:


Megan Garibaldi
City Attorney

Approved By:


Robert Nisbet
City Manager

ATTACHMENTS:

1. Amendment No. 2 to Professional Design Services Agreement No. 2021-030 with Stantec Consulting Services, Inc.
2. Professional Design Services Agreement No. 2021-030 with Stantec Consulting Services, Inc. and Amendment No. 1
3. Professional Services Agreement with MNS Engineers, Inc.

ATTACHMENT 1

Amendment No. 2 to Professional Design Services Agreement No. 2021-030
with Stantec Consulting Services, Inc.

**AMENDMENT NO. 2
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
STANTEC CONSULTING SERVICES, INC.**

This **Amendment No. 2** to the Professional Service Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Stantec Consulting Services, Inc** ("Consultant") dated May 3rd, 2021 ("Agreement," Agreement No. 2021-030) is made on this 6th day of June, 2023.

SECTION A. RECITALS

1. This Agreement is for Professional Traffic Engineering in conjunction with the Hollister Avenue Old Town Interim Striping Project; and
2. This Agreement has been amended to provide for additional compensation in the amount of \$114,820 for additional tasks and extended term of the Agreement to June 30, 2023 (Amendment No. 1); and
3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed one hundred fifty-nine thousand eight hundred (\$159,800); and
4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$26,000 for continued tasks; and
5. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2023; and
6. The parties desire to amend the Agreement so as to extend the termination of the Agreement to December 31, 2023; and
7. The City Council approved this Amendment No. 2, on this 6th day of June, 2023.

SECTION B. AMENDED TERMS

Now therefore City and Consultant agree as follows that the Agreement be, and hereby is, amended as follows:

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$26,000 and to read in its entirety:

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of one hundred eighty-five thousand eight hundred (\$185,800) (herein "not-to-exceed amount") and shall be earned as the work progresses.

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until December 31, 2023, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional six months to read in its entirety:

The term of this Agreement is from the date first written above to December 31, 2023, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

3. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

In concurrence and witness whereof, this Amendment No. 2 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Robert Nisbet, City Manager

Derek Rapp, Principal

ATTEST:

Deborah Lopez, City Clerk

Hady Izadpanah, Senior Principal

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:


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Winnie Cai, Assistant City Attorney

ATTACHMENT 2

Professional Design Services Agreement No. 2021-030 with Stantec Consulting Services, Inc. and Amendment No. 1

2021-030

Project Name: Hollister Avenue Old Town Interim Striping Project

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
BETWEEN THE CITY OF GOLETA
AND
STANTEC CONSULTING SERVICES, INC.**

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") is made and entered into this 3rd day of May, 2021, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and STANTEC CONSULTING SERVICES, INC. (Stantec), a **California Corporation** (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional traffic engineering and design services for the Hollister Avenue Old Town Interim Striping Project; and

WHEREAS, the CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and

WHEREAS, the CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260 by means of a formal request for proposal/qualifications process; and

WHEREAS, the City Manager approved this AGREEMENT pursuant to Goleta Municipal Code section 3.05.070.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional Traffic Engineering Services in conjunction with the Hollister Avenue Old Town Interim Striping Project shall generally include the evaluation and development of a restriping plan that would reduce the number of travel lanes from two to one in order to make room to add bike lanes through the Old Town Hollister neighborhood as more particularly

set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$44,980.00 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2022, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

(b) **Payment.** CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

4. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is James Campero. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to June 30, 2022, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Derek Rapp is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

9. HOLD HARMLESS AND INDEMNITY

(a) Indemnification and Defense for Professional Service. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by CITY in direct proportion to the CONSULTANT's proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's

percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

(b) For All Other Liabilities. Notwithstanding the foregoing and without diminishing any rights of CITY, for any liability, claim, demand, allegation against CITY arising out of, related to, or pertaining to any act or omission of CONSULTANT, but which is not a design professional service, CONSULTANT shall defend, indemnify, and hold harmless CITY, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the CITY, except for the sole or active negligence of, or willful misconduct of the CITY.

(c) No Waiver. CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

10. INSURANCE

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.

- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- d) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.

- h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATIONSHIP OF CONSULTANT TO CITY

The relationship of the CONSULTANT to CITY shall be that of an independent contractor and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. CORRECTIONS

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTS for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage

or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

20. GOVERNING LAW

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

21. NONDISCRIMINATION

CONSULTANT shall not discriminate on the basis of race, color, gender, gender identity/expression, pregnancy, sexual orientation, disability, marital status, or any other characteristic protected under applicable federal or state law.

22. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

23. NON-APPROPRIATION OF FUNDS

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

24. MODIFICATION OF AGREEMENT

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

25. USE OF THE TERM "CITY"

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

26. PERMITS AND LICENSES

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this AGREEMENT.

27. CAPTIONS

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

28. AUTHORIZATION

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

29. ENTIRE AGREEMENT BETWEEN PARTIES

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

30. PARTIAL INVALIDITY

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

31. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Attention: Michelle Greene, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO CONSULTANT: Derek Rapp, Principal
Stantec Consulting Services, Inc.
111 East Victoria Street
Santa Barbara, CA 93101-2018

32. **COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES**

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

In concurrence and witness whereof, this AGREEMENT has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

DocuSigned by:

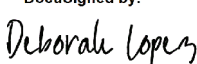
DE7CE466308944A...
Michelle Greene, City Manager


CONSULTANT

DocuSigned by:

F48F2EAF65F54B9...
Derek Rapp, Principal

ATTEST

DocuSigned by:

A3E09F3473CA47E...
Deborah Lopez, City Clerk

DocuSigned by:

926CD6C87DC9445...
Hady Izadpanah, Senior Principal

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:

A1BF8F896161498...
Winnie Cai, Assistant City Attorney

EXHIBIT A

Scope of Work

Consultant shall provide the following services:

1. Review traffic volume projection assumptions contained in Complete Streets Masterplan traffic study, including “cut-through” traffic findings.
2. Refine future volume projections based on historic and General Plan growth rate projections.
3. Develop up to three (3) striping alternatives with the goal of:
 - a. Increasing on-street parking
 - b. Improving bicycle safety and accommodation.
 - c. Providing opportunities for creative use of public right of way.
4. Conduct operational analyses (LOS and queuing) of various striping alternatives. These analyses shall consider:
 - a. Diversion of through traffic on Hollister Ave due to capacity reductions
 - b. Changes in local traffic circulation resulting from suggested turn restrictions and/or intersection controls.
 - c. Coordinated timing of traffic signals.
5. Prepare operational and pro/cons summary for each of three (3) alternatives.
6. Assist City in meeting with and communicating with stakeholder groups.
7. Refine alternative(s) based on City staff and/or stakeholder input.
8. Prepare final striping and signing plan for construction.
9. Prepare preliminary cost estimate(s) and final construction costs estimate.

Cost Estimate

The cost to perform the work is for a not-to-exceed amount of **\$44,980**.

EXHIBIT B

Schedule of Fees

Billing Level	Hourly Rate	Description													
3	\$102	Junior Level Position <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years' experience													
4	\$107														
5	\$121														
6	\$126	Fully Qualified Professional Position <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years' experience													
7	\$137														
8	\$142														
9	\$152	First Level Supervisor or First Complete Level of Specialization <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine years' experience													
10	\$158														
11	\$168														
12	\$177	Highly Specialized Technical Professional or Supervisor of Groups of Professionals <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short and long range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years' experience with extensive, broad experience													
13	\$185														
14	\$201														
15	\$211	Senior Level Consultant or Management <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years' experience with extensive experience													
16	\$225														
17	\$249														
18	\$292	Senior Level Management under review by Vice President or higher <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Responsible for long range planning within a specific area of practice or region <input type="checkbox"/> Makes decisions which are far reaching and limited only by objectives and policies of the organization <input type="checkbox"/> Plans/approves projects requiring significant human resources or capital investment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, fifteen years' experience with extensive professional and management experience													
19	\$317														
20	\$353														
21	\$389														
<table><tr><td rowspan="4">SURVEY CREWS</td><td>Crew Size</td><td>Regular Rate</td><td>Overtime Rate</td></tr><tr><td>1-Person</td><td>\$190</td><td>\$220</td></tr><tr><td>2-Person</td><td>\$285</td><td>\$375</td></tr><tr><td>3-Person</td><td>\$375</td><td>\$500</td></tr></table>			SURVEY CREWS	Crew Size	Regular Rate	Overtime Rate	1-Person	\$190	\$220	2-Person	\$285	\$375	3-Person	\$375	\$500
SURVEY CREWS	Crew Size	Regular Rate		Overtime Rate											
	1-Person	\$190		\$220											
	2-Person	\$285		\$375											
	3-Person	\$375	\$500												

2021-030.1

**AMENDMENT NO. 1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
STANTEC CONSULTING SERVICES, INC.**

This **Amendment No. 1** to the PROFESSIONAL DESIGN SERVICES Agreement by and between the **City of Goleta**, a municipal corporation ("City") and STANTEC CONSULTING SERVICES ("Consultant") dated May 3, 2021 ("Agreement," Agreement No. 2021-030) is made on this 2nd day of November, 2021.

SECTION A. RECITALS

1. This Agreement is for the professional traffic engineering and design services and topographic surveys for the Hollister Old Town Interim Striping Project; and
2. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$44,980.00; and
3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$114,820 for additional tasks; and
4. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2022; and
5. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2023; and
6. The Agreement currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services; and
7. The parties desire to amend Exhibit A by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and
8. The City Council approved this Amendment No. 1, on this 2nd day of November, 2021.

SECTION B. AMENDED TERMS

Now therefore City and Consultant agree as follows that the Agreement be, and hereby is, amended as follows:

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$114,820 and to read in its entirety:

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$159,800 (herein "not-to-exceed amount") and shall be earned as the work progresses.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional 1 year to read in its entirety.

The term of this Agreement is from the date first written above to June 30, 2023, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

3. This Agreement is amended to delete and replace in its entirety:

Exhibit A "Scope of Work" with **Exhibit A-1 "Scope of Work"** attached hereto and incorporated herein.

4. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect

In concurrence and witness whereof, this Amendment No. 1 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

DocuSigned by:



DE7CE466308944A...
Michelle Greene, City Manager

CONSULTANT

DocuSigned by:



F48F2EAF65F54B9...
Derek Rapp, Principal

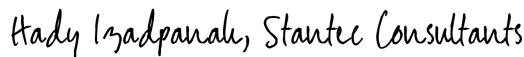
ATTEST:

DocuSigned by:



A3E09F3473GA47E...
Deborah Lopez, City Clerk

DocuSigned by:



926CD0C87DC9445...
Hady Izadpanah, Senior Principal

APPROVED AS TO FORM:

MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:



A1BF8F896161498...
Winnie Cai, Assistant City Attorney

EXHIBIT A -1 Scope of Work

Consultant shall provide the following services:

Task I - Conceptual Design

1. Review traffic volume projection assumptions contained in Complete Streets Masterplan traffic study, including “cut-through” traffic findings.
2. Refine future volume projections based on historic and General Plan growth rate projections.
3. Develop up to three (3) striping alternatives with the goal of:
 - a. Increasing on-street parking
 - b. Improving bicycle safety and accommodation.
 - c. Providing opportunities for creative use of public right of way.
4. Conduct operational analyses (LOS and queuing) of various striping alternatives. These analyses shall consider:
 - a. Diversion of through traffic on Hollister Ave due to capacity reductions
 - b. Changes in local traffic circulation resulting from suggested turn restrictions and/or intersection controls.
 - c. Coordinated timing of traffic signals.
5. Prepare operational and pro/cons summary for each of three (3) alternatives.
6. Assist City in meeting with and communicating with stakeholder groups.
7. Refine alternative(s) based on City staff and/or stakeholder input.
8. Prepare conceptual striping and signing plans.
9. Prepare preliminary cost estimate(s).

Task II - Design and Preparation of Bid Documents:

1. Meet with County Fire Department to discuss any issue or concerns they may have with lane reductions and/or access turn restrictions.
2. Meet with the Goleta Chamber of Commerce to present concepts for Old Town and receive feedback.
3. Conduct one meeting with key Old Town resident stakeholders to present concepts for Old Town and receive feedback.

ATTACHMENT 3

Professional Services Agreement with MNS Engineers, Inc.

Project Name: Hollister Avenue "Old Town" Interim Striping Project

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
MNS ENGINEERS, INC**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 6th day of June, 2023, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **MNS ENGINEERS, INC.**, a California Corporation (herein referred to as "CONSULTANT").

SECTION A. RECITALS

1. The CITY has a need for professional Construction Management services for Hollister Avenue "Old Town" Interim Striping Project; and
2. The CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and
3. The CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260; and
4. The City Council, on this 6th day of June, 2023, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

SECTION B. TERMS

1. RETENTION AS CONSULTANT

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional Construction Management Services in conjunction with Hollister Avenue "Old Town" Interim Striping Project Services shall generally include construction management and inspection

services as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A."

3. COMPENSATION AND PAYMENT

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$128,512 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until December 31, 2023, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

(b) Payment. CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

4. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in Exhibit B, if one is included as part of this agreement. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Daniel Virgen. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to December 31, 2023, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Greg Chelini, PE, Vice President and Construction Manager is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

- NV5, Ed Sullivan, (805) 830-8578

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for CONSULTANT's Damages. CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

(b) Defense and Indemnity of Third Party Claims/Liability. CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

(c) No Waiver. CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

10. INSURANCE

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage “occurrence” form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider’s commercial general liability policy.
- c) Workers’ Compensation insurance complying with California worker’s compensation laws, including statutory limits for workers’ compensation and an Employer’s Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) Except for professional liability insurance, CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Coverage will not be limited to CITY’s vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

- d) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATIONSHIP OF CONSULTANT TO CITY

The relationship of the CONSULTANT to CITY shall be that of an independent contractor and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes,

unemployment insurance, and any other employer obligations associated with the described work.

12. CORRECTIONS

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTS for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such

records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

20. GOVERNING LAW

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

21. NONDISCRIMINATION

CONSULTANT shall not discriminate on the basis of race, color, gender, gender identity/expression, pregnancy, sexual orientation, disability, marital status, or any other characteristic protected under applicable federal or state law.

22. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

23. NON-APPROPRIATION OF FUNDS

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

24. MODIFICATION OF AGREEMENT

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

25. USE OF THE TERM "CITY"

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

26. PERMITS AND LICENSES

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this AGREEMENT.

27. CAPTIONS

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

28. AUTHORIZATION

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

29. ENTIRE AGREEMENT BETWEEN PARTIES

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services and contains all of the covenants and agreements between the parties with respect to said services.

30. PARTIAL INVALIDITY

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

31. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Attention: Robert Nisbet, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO CONSULTANT: Attention: Greg Chelini, PE, Vice President
MNS Engineers, Inc
201 N. Calle Cesar Chavez, Suite 300
Santa Barbara, CA 93103

32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

In concurrence and witness whereof, this AGREEMENT has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Robert Nisbet, City Manager

Greg Chelini, P.E., Vice President,
Principal Construction Manager

ATTEST

Deborah Lopez, City Clerk

Miranda Patton, Vice President

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:


Winnie Cai, Assistant City Attorney

EXHIBIT A

SCOPE OF WORK

TASK 1.0 PRE-CONSTRUCTION PHASE SERVICES

Kick-off Meeting – CONSULTANT shall work with City staff to review procedures, establish a roles and responsibilities matrix, and review and verify mutual understanding of contract documents and construction issues.

Review Design Documents – CONSULTANT shall review design documents for constructability.

Contract Administration – CONSULTANT shall establish document control procedures and Construction Management procedures to ensure organized, complete, and effective construction management and documentation at the onset and throughout the project duration.

Preconstruction Conference – CONSULTANT shall prepare an agenda, chair the briefing, and prepare minutes documenting the meeting held with Owner, Engineer, Contractor, Construction Manager, and other pertinent parties prior to construction.

Preconstruction Condition Documentation – CONSULTANT shall digitally photograph the site and adjoining area in the pre-construction condition.

TASK 2. CONSTRUCTION PHASE SERVICES

Project Communication and Coordination – CONSULTANT shall keep logs, files, correspondence, agendas, minutes, and other documents as necessary to assure dissemination of information, as well as the ability to locate documents in the future. CONSULTANT shall use CMIS cloud-based system for document control.

Project Schedule – CONSULTANT shall review Contractor's baseline schedule and monthly schedule updates for compliance.

Submittal Management – CONSULTANT, through CMIS, shall coordinate, log, and distribute submittals (e.g. shop drawings, color samples, product "cut sheets", and other information) to the Engineer or appropriate reviewer. Copies of the submittal log will be included with each weekly coordination meeting's agenda/minutes, and CONSULTANT shall follow up to assure appropriate and timely response by the Engineer.

RFI Management – CONSULTANT shall maintain a log system for Requests for Information. Within the Construction Manager's authority responses shall be made in the field and logged accordingly. Otherwise, responses shall be facilitated by the appropriate person(s) so that no unwarranted delays are experienced.

Materials Management – CONSULTANT shall verify that the material incorporated into the project are in accordance with the contract documents and approved submittals.

Change Order Management – CONSULTANT shall establish a Potential

Change Order (PCO) process and shall track all items and issues that are likely to result in change orders. A log shall be established indicating the type of each PCO, the potential impacts to cost, schedule, and other matters. The log shall be attached to weekly meeting agenda/minutes and shall be reviewed in the weekly meetings. CONSULTANT shall review all Contractor Requests for Change Orders, to determine whether appropriate procedure has been followed and the necessary information has been provided. Requests shall be logged and distributed to the City, with documentation as necessary such as inspection reports, sketches, photos or other materials necessary for evaluation. CONSULTANT shall make a recommendation as to the disposition of each change order request. Upon City review and determination, CONSULTANT shall prepare Change Orders for signature by City staff using the City's template, obtain Contractor signature, and facilitate approval by the City and distribution thereafter.

Construction Observation/Inspection – CONSULTANT shall perform daily inspection/monitoring of construction activities and determine that work follows the project plans, specifications, and permits. The Inspector's Daily Reports shall include information such as workers and equipment actively engaged in the project, weather conditions, work accomplished that day, records of T&M work performed, pictures, documentation of conversations with Contractor personnel, and problems anticipated or encountered.

Materials Testing – CONSULTANT shall perform as needed materials testing. CONSULTANT shall coordinate with NV5, materials testing sub consultant, on testing needs.

Safety – Contractor shall remain the sole responsible party for safety requirements. Consultant shall notify Contractor and City of any observed deficiencies per CAL-OSHA or Contractor's safety program.

Jobsite Weekly Progress Meetings – CONSULTANT shall prepare agendas and minutes, along with other pertinent information. Agendas/ minutes shall be distributed through the contract administration system.

Payment Application Review – CONSULTANT shall review the Contractor's progress pay estimates in accordance with the construction contract. Payments on progress estimates shall be supported by source documents that represent measured quantities. A complete and accurate pay estimate shall be forwarded to the City for payment. CONSULTANT shall maintain a current estimate of overall construction costs.

TASK 3. POST-CONSTRUCTION PHASE SERVICES

Final Inspection and Punch List – CONSULTANT shall provide final inspection and prepare list of project construction deficiencies for resolution by Contractor.

Record Drawings – CONSULTANT shall provide final mark-ups of the project drawings to reflect Contractor provided as-built drawings and all changes made to the contract documents for preparation of final record drawings by the design engineer.

Final Documentation Turnover – CONSULTANT shall provide the City with all

project documentation.

Notice of Completion – Upon completion of all punch list items, CONSULTANT shall prepare a Notice of Completion and any final documentation requested by the City. Thereafter, the Contractor's final payment shall be processed.

EXHIBIT B

SCHEDULE OF FEES



2023 Old Town Hollister Striping Fee Schedule

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge.....	\$325
Senior Project/Program Manager.....	310
Project/Program Manager.....	260
Assistant Project/Program Manager.....	245
Senior Project Coordinator.....	185
Project Coordinator.....	155

ENGINEERING

Principal Engineer.....	\$290
Lead Engineer.....	255
Supervising Engineer.....	245
Senior Project Engineer.....	225
Project Engineer.....	200
Associate Engineer.....	180
Assistant Engineer.....	165

SURVEYING

Principal Surveyor.....	\$265
Lead Surveyor.....	255
Supervising Surveyor.....	220
Senior Project Surveyor.....	200
Project Surveyor.....	175
Associate Project Surveyor.....	165
Assistant Project Surveyor.....	150
Party Chief (PW).....	180
Chainperson (PW).....	150
One-Person Survey Crew (PW).....	215

CONSTRUCTION MANAGEMENT

Principal Construction Manager.....	\$315
Senior Construction Manager.....	275
Senior Resident Engineer.....	250
Resident Engineer.....	240
Structure Representative.....	235
Construction Manager.....	220
Assistant Resident Engineer.....	200
Sr. Construction Inspector (PW).....	177
Construction Inspector (PW).....	168
Office Administrator.....	130

TECHNICAL SUPPORT

CADD Manager.....	\$200
Supervising Technician.....	170
Senior Technician.....	160
Engineering Technician.....	125

ADMINISTRATIVE SUPPORT

Senior Management Analyst.....	\$185
Management Analyst.....	155
IT Technician.....	140
Graphics/Visualization Specialist.....	150
Administrative Assistant.....	100

GOVERNMENT SERVICES

City Engineer.....	\$250
Deputy City Engineer.....	225
Assistant City Engineer.....	215
Plan Check Engineer.....	190
Permit Engineer.....	185
City Inspector.....	185
Senior City Inspector (PW).....	195
City Inspector (PW).....	185
Principal Stormwater Specialist.....	180
Senior Stormwater Specialist.....	170
Stormwater Specialist.....	160
Stormwater Technician.....	140
Building Official.....	220
Senior Building Inspector.....	235
Building Inspector.....	165
Planning Director.....	225
Senior City Planner.....	205
Assistant Planner.....	195
Senior Grant Writer.....	180
Grant Writer.....	170
Associate Grant Writer.....	150
Assistant Grant Writer.....	130

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, and all similar charges directly connected with the work will be charged at cost plus five percent (5%).

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION

NA

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classification will be charged at 1 x hourly rate.