



Agenda Item B.3
CONSENT CALENDAR
Meeting Date: April 3, 2018

TO: Mayor and Councilmembers

FROM: Masoud Mahmoud and Robert Woodward, Interim Public Works Director

CONTACT: Teresa Lopes, Senior Project Engineer

SUBJECT: Amendment No. 1 to Professional Design Services Agreement No. 2017-127 with Drake Haglan and Associates, Inc., for Segment 1 of the San Jose Creek Bike Path Middle Extent Project

RECOMMENDATION:

Approve and authorize the City Manager to execute Amendment No. 1 to Professional Design Services Agreement No. 2017-127 with Drake Haglan and Associates, Inc., for Segment 1 of the San Jose Creek Bike Path Middle Extent Project to increase the contract amount by \$83,354 for a total not to exceed amount of \$113,254.

BACKGROUND:

The San Jose Creek Bike Path Middle Extent Project as a whole extends approximately three miles alongside San Jose Creek from Cathedral Oaks Road to the Atascadero Creek Bikeway at Goleta Beach. This project provides an alternative means of transportation for commuters as well as a source of recreation. The major component of the project is a proposed separated bike path facility (Class I). Some sections proposed are bike lanes (Class II) and signed bike routes (Class III).

The project is divided into three proposed segments. The northern segment extends from Cathedral Oaks Road to Calle Real and lies within the County of Santa Barbara, except for a small portion within the City already constructed as part of the Maravilla development. The middle segment extends from Calle Real to Hollister Avenue (the current project) and lies completely within the City. The southern segment extends from Hollister Avenue to the Atascadero Creek Bikeway at Goleta Beach and lies mostly in the City with the southern-most section in the County. The City is currently the lead agency in the implementation of the southern segment. Both the middle and southern segments are in the City's Capital Improvement Program. Each segment has independent utility, meaning that there is value in each segment as stand-alone projects.

The San Jose Creek Bike Path Middle Extent Project proposes to construct a Class I Bike Path along the west side of San Jose Creek extending from Calle Real to Hollister Avenue. The half mile long middle section is the shortest segment but a particularly key

segment because it will not only provide a direct link between the proposed northern and southern segments, but will also provide independent utility by adding a direct connection between Calle Real and Old Town Goleta.

A Request for Qualifications/Proposals (RFQ/P) for feasibility studies, preliminary engineering, environmental review and final design for the middle extent project was issued by the City on November 30, 2009. Statements of Qualifications (SOQ) were submitted by Drake Haglan and Associates (Drake Haglan), RRM Design Group, Cannon, URS, RBF Consulting, and KOA Corporation. Drake Haglan was selected as the firm that had the best combination of staff, skills and experience for this project.

On March 5, 2013, Council approved a new Professional Design Services Agreement with Drake Haglan to provide project approval and environmental documentation, and development and production of construction documents for the San Jose Creek Bike Path Middle Extent Project in an amount not to exceed \$379,271 and term ending June 30, 2014. On June 17, 2014, Council approved Amendment No. 1 to extend the term of the contract for an additional one year to June 30, 2015. On June 30, 2015, Council approved Amendment No. 2 to extend the term of the contract for an additional two years to June 30, 2017. The original contract expired on June 30 2017. At this time staff determined the efficient approach to managing this project was to not extend the original contract and instead execute new contracts separating the different segments under two agreements with Drake Haglan.

On February 2018, City Manager approved a new professional design services agreement 2017-127 for the Segment 1 portion of the bike path with Drake Haglan to provide right-of-way acquisition for the San Jose Creek Bike Path Middle Extent (Segment 1) Project in an amount not to exceed \$29,900 and with a term through December 31, 2018.

DISCUSSION:

The Middle Extent project has been broken into two segments identified as Segment 1 and Segment 2. Segment 1 of the bike path extends from Armitos Avenue south to Hollister Avenue. Segment 2 of the bike path extends from Armitos Avenue north to Calle Real. Each segment has independent utility as a project and will provide a valuable link for users. Since the project has been divided into two segments, two separate contracts with Drake Haglan will be executed for the Segment 1 and Segment 2 projects respectively. Each of these projects is on a separate timeline for completion and construction, with Segment 1 design nearly complete and ready for construction, while Segment 2 is still in the preliminary engineering stage. The contract Amendment No. 1 discussed in this report is for the Segment 1 project. Staff will be bringing a new agreement for the Segment 2 project to Council for execution at a later date.

Segment 1

This section of San Jose Creek Bike Path Middle Extent project was identified as a stand-alone project which will have independent utility. This portion of the bike path is adjacent to the new Hollister Kellogg Park and provides a connection between the new Hollister

Kellogg Park and Armitos Park located at the end of Armitos Avenue. The project will also provide a safe and direct off-street connection to the new Hollister Kellogg Park for neighborhoods adjacent to Armitos Avenue. The design for Segment 1 of the bike path is nearly complete, and the intention is for this segment to be constructed in conjunction with the improvements associated with Hollister Kellogg Park.

On December 22, 2017 the Oversight Board of the Goleta RDA Successor Agency approved the City of Goleta's offer to purchase the Goleta RDA Successor Agency's Vacant Hollister/Kellogg parcel for \$775,000. In January 12, 2018 the City's offer for the park property was approved. Now that the City has full ownership of the park property, staff is moving forward with final design and construction of Kellogg Park. The park project has an extremely tight timeline to meet the requirements established by the California Department of State Parks grant, and construction must be completed and open to the public by March of 2019.

Drake Haglan has been working closely with the Hollister Kellogg Park design team and has coordinated the design of the bike path with the design of the park project. The amendment will facilitate Drake Haglan for completing the project design, finalizing the preparation of bid documents to be included in the Hollister Kellogg Park bid package, and to provide bidding assistance and support during the construction phase.

FISCAL IMPACTS:

There is sufficient budget to cover the costs associated with the agreement, and no additional appropriations are necessary.

San Jose Creek Bike Path Middle Extent Project Budget FY 17/18				
Account	Fund Type	FY17/18 Adopted Budget	YTD + Encumbrance	Available Budget
220-5-9007-706	GTIP	\$823,276	\$29,900	\$793,376
305-5-9007-706	RSTP	\$672,818	\$121,477	\$551,341
Total		\$1,496,094	\$151,377	\$1,344,717

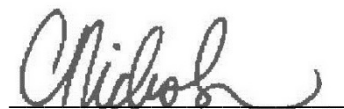
ALTERNATIVES:

Council could choose not to approve Amendment 1 at this time, which would preclude Drake Haglan from completing design and construction bid documents necessary for the construction of Segment 1 in conjunction with the Hollister Kellogg Park project.

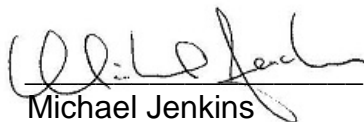
Reviewed By:

Legal Review By:

Approved By:



Carmen Nichols
Deputy City Manager



Michael Jenkins
City Attorney



Michelle Greene
City Manager

ATTACHMENTS:

1. Agreement No 2017-127 for Professional Design Services between the City of Goleta and Drake Haglan and Associates, Inc.
2. Amendment 1 to Agreement No 2017-127 for Professional Design Services between the City of Goleta and Drake Haglan and Associates, Inc.

ATTACHMENT 1

Agreement 2017-127 for Professional Services between the City of Goleta and the
Drake Haglan and Associates, Inc.



Agreement No. 2017-127
City of Goleta, California

Project Name: San Jose Creek Bikeway Middle
Extent Project

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
BETWEEN THE CITY OF GOLETA
AND
DRAKE HAGLAN AND ASSOCIATES, INC.**

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") is made and entered into this 14 day of February, 2018, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **DRAKE HAGLAN AND ASSOCIATES, INC.**, a California Corporation, (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional design services for the San Jose Creek Bikeway Middle Extent 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, CONSULTANT was approved by Council on December 20, 2016 and placed on a short list of pre-approved consultants for engineering design services after review of a Request for Qualifications; and

WHEREAS, the City Manager is authorized to approve and execute this Agreement pursuant to Goleta Municipal Code Section 3.05.240.

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 design services in conjunction with San Jose Creek Bikeway Middle Extent Project. Services shall generally include right-of-way acquisition, 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 \$29,900 (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, 2018, 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 in advance. 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 Teresa Lopes, Senior Project Engineer. 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, 2018, 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. All services shall be completed within by the termination date of this agreement.

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. Jose Silva, PE 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 subcontracted or assigned without the City's prior written consent. **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 indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all

other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single lawyer from representing both CITY and CONSULTANT, or should CITY otherwise find CONSULTANT's legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONSULTANT's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this AGREEMENT.

(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.

9. 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 in the 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 and in the aggregate.

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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

21. 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.

22. 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.

23. USE OF THE TERM "CITY"

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

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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:

Attention: Craig Drake
Drake Haglan and Associates
11060 White Rock Road, Suite 200
Rancho Cordova, CA 95670

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

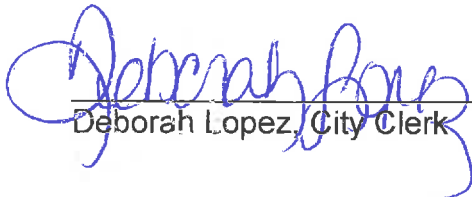
CITY OF GOLETA

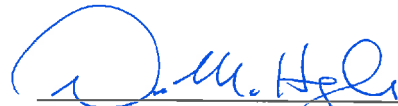

Michelle Greene, City Manager

CONSULTANT


Craig Drake, Chief Financial Officer

ATTEST


Deborah Lopez, City Clerk


Dennis M. Haglan, President

APPROVED AS TO FORM



Notary Public, State of California

EXHIBIT A SCOPE OF WORK

Right-of-way

Right-of-way acquisition is anticipated for one parcel. Consultant shall prepare a plat and legal description for the right-of-way across the Kellogg Ranch parcel. Consultant shall provide an appraisal for the right-of-way identified in the plat and legal description. The appraisal will be presented to the City for review and approval prior to beginning acquisition services.

Consultant shall provide acquisition services for the right-of-way identified in the plat and legal description. Acquisition services exclude eminent domain services and these additional services can be negotiated on a time and material basis if needed.

Deliverables:

- Plat and Legal Description for One Parcel
- Appraisal for One (1) Parcel
- Acquisition Services for Once (1) Parcel, which include but are not limited to:
 1. Preparation of offer package,
 2. Preparation of right of way agreement,
 3. Presentation of purchase offer on behalf of City, and
 4. Processing real property purchase transactions through escrow and recordation.

**EXHIBIT B
SCHEDULE OF FEES**

Classification	Hourly Rate
Principal Engineer	\$230
Senior Engineer, Range D	\$225
Senior Engineer, Range C	\$175
Assistant Engineer, Range B	\$125
Senior Designer	\$116
Administrative Staff	\$85

ATTACHMENT 2

Amendment 1 to Agreement 2017-127 for Professional Design Services between the
City of Goleta and Drake Haglan and Associates, Inc.

**TO A PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DRAKE HAGLAN AND ASSOCIATES, INC.**

This Amendment No. 1 to a PROFESSIONAL DESIGN SERVICES AGREEMENT is made this 3rd day of April, 2018, between the **CITY OF GOLETA**, a municipal corporation ("City") and **DRAKE HAGLAN AND ASSOCIATES, INC.**, a California Corporation ("Consultant") dated December 11, 2017 ("Agreement," Agreement No. 2017-127).

RECITALS

WHEREAS, this Agreement is for the continuation of the design services being provided in conjunction with the San Jose Creek Bikeway Middle Extent Project; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed twenty-nine thousand nine hundred dollars (\$29,900); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of eighty-three thousand three hundred fifty-four dollars (\$83,354) for continuation of the design services; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 8 that personal services be provided by Consultant that no subcontracting services may be assigned without the City's prior written consent, and

WHEREAS, the parties desire to amend Section 8. Personal Services/No Assignment/Subcontractor to include subcontracting services for Right-of-way acquisition, mapping and legal description; and

WHEREAS, the Agreement between City and Consultant currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services as set forth for Consultant; and

WHEREAS, the parties desire to amend Exhibit A of the Agreement by adding additional services to develop and produce construction documents (PS&E) for the segment from the north side of Kellogg Park to Armitos Avenue. as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and

WHEREAS, the City Council approved this Amendment No. 1, on this 3rd day of April, 2018.

AMENDED TERMS

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

1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$83,354 and to read in its entirety:

(a) (a) **Maximum and Rate.** The total compensation payable to Consultant by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$113,254 (herein "not to exceed amount"), and shall be earned as the work progresses 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, 2018, 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 8 PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR** of this Agreement is amended to delete and replace in its entirety:

This AGREEMENT is for professional services which are personal to CITY. **Jose Silva, PE**, 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 subcontracted or assigned without the City's prior written consent except as follows:

- MNS Engineers, Inc., Right-of-way Acquisition, mapping and legal description, Mark Reinhardt

3. This Agreement is amended to deleted 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

CONSULTANT

Michelle Greene, City Manager

Craig Drake, Chief Financial Officer

ATTEST:

Deborah Lopez, City Clerk

Dennis M. Haglan, President

APPROVED AS TO FORM



Winnie Cai, Deputy City Attorney

EXHIBIT A-1 SCOPE OF WORK

San Jose Creek Bikeway – Middle Extent South Segment (Segment 1) Design Scope of Services

Task 1: PROJECT MANAGEMENT

Consultant shall manage the project by tracking the schedule, budget and value of the products produced. Consultant shall create and maintain an “action item log” for the project, which will include each required action encountered, the responsible decision-maker for that action, and the date the decision was made or action taken. A baseline schedule shall be developed at the start of the project and updated as needed to track project progress. Regular progress meetings shall be held and meeting notes produced within one week of each meeting.

TASK 1 DELIVERABLES:

- Meeting agendas & notes
- Project schedule
- Project issues log and progress reports
- Coordination with City Project

Task 2: DRAFT PS&E

Consultant shall complete the draft plan set and develop design cross sections. Consultant shall prepare the contract Special Provisions for the project (Divisions II-X) and compile with CITY supplied front end (Division I) specifications. Required mitigation measures and permitting requirements from the environmental permits shall be included in the specifications.

The quantity calculations shall be organized and detailed for use by field inspectors during construction. Unit prices shall be applied to each contract item resulting in the Engineer's Estimate of Probable Construction Cost (Estimate). Prices used shall be based on the latest available data from the CITY and Caltrans, reflecting the location of the project and the quantity of each item. Five (5) percent of the total estimate shall be added for contingencies, per current Caltrans guidelines, and an additional five (5) percent CITY contingency shall also be added to arrive at the cost presented to the CITY.

Consultant shall perform an independent QA/QC review of the PS&E prior to submittal to the CITY.

TASK 2 DELIVERABLES

- PS&E in electronic format (Plans in PDF, specs in Word, Estimate in Excel)
- Response to 65% comments

TASK 3: FINAL PS&E

Upon receipt of comments from the Draft PS&E submittal to the City, final revisions shall be made. Consultant shall incorporate appropriate comments in the plans, specifications, and estimate. Consultant shall perform an independent QA/QC review of the Final submittal package and incorporate appropriate revisions prior to submittal to the CITY.

A Resident Engineers file shall be prepared that includes the Geotechnical Report, quantity calculations, estimate summary forms and designers' notes to the Resident Engineer.

TASK 3.1 DELIVERABLES

- One set of 24 x 36 Reproducible Mylar Final Design Plans signed by the Registered Engineer responsible for the preparation of the plans
- One un-bound hard copy of Final Project Special Provisions signed by the Registered Engineer responsible for the preparation of specifications
- Electronic Microsoft Excel file of Construction Cost Estimate
- AutoCAD Project Plans on CD
- Electronic Microsoft Word file of specifications
- Hard copy of Construction Cost Estimate
- Resident Engineer's File

Task 4: RIGHT-OF-WAY

Note: MNS Engineers, Inc. will be doing this work

Right-of-way acquisition is anticipated for one parcel. Consultant shall prepare a plat and legal description for the right-of-way across the Kellogg Ranch parcel including field work to mark easement locations.

Task 4.1 DELIVERABLES:

- Plat and Legal Description for One (1) Parcel