



Agenda Item B.7
CONSENT CALENDAR
Meeting Date: April 17, 2018

TO: Mayor and Councilmembers

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

CONTACT: John Gentry, Deputy Public Works Director

SUBJECT: Award of Professional Design Services Agreement with Cannon Corporation for the Fairview Ave Sidewalk Infill at Stow Canyon Rd. Project

RECOMMENDATION:

- A. Authorize the City Manager to execute a professional design services agreement with Cannon Corporation for the Fairview Avenue Sidewalk Infill at Stow Canyon Road Project for a total amount not-to-exceed \$51,050 with a termination date of December 31, 2019.
- B. Authorize a budget adjustment, shifting \$15,916 of Goleta Transportation Improvement Program (GTIP) allocations from account 220-5-9060-706 in FY 18/19 (Year 2) and appropriate in FY 17/18 (Year 1) of the Two-Year Budget Plan.

BACKGROUND:

The City's Public Works Department is proposing road and sidewalk improvements to the east side of Fairview Avenue from Stow Canyon Road to the Goleta Branch Library, in accordance with the current approved City Budget and CIP Project 9060.

The existing sidewalk along the east side of Fairview Avenue fronts the Goleta Branch Library, but terminates at the Fairview Gardens frontage, resuming north of Stow Canyon Road. Additionally, northbound Fairview Avenue transitions from two travel lanes to one approximately 750 feet south of Stow Canyon Road, and returns to two lanes just north of Stow Canyon Road. This bottlenecking is due to a constricted City right of way along the Fairview Gardens frontage. To correct the discontinuity, the City will construct this section of roadway consistent with the opposite side of Fairview Avenue.

Currently, some 1,500 students attend schools in the immediate vicinity, including Goleta Valley Jr. High, Coastline Christian Academy, Santa Barbara Charter School and Montessori Center School. Other facilities in the area that generate bicycle and pedestrian activity include the Goleta Library, the Goleta Union School District offices and the Center for Urban Agriculture at Fairview Gardens.

As a condition of a previous use permit application, Fairview Gardens has agreed to dedicate a 10-foot wide easement along their Fairview Avenue frontage to accommodate

the sidewalk, bike path and widened roadway. City staff has provided Fairview Gardens with the form for their Board of Directors to execute an Irrevocable Offer to Dedicate for this easement. Once the Irrevocable Offer to Dedicate is signed, stamped and notarized, City staff will deliver to the County for recordation.

DISCUSSION:

The infill project will close the existing gap in front of Fairview Gardens by providing 370 feet of contiguous sidewalk, as well as widening Fairview Ave to include a second northbound travel lane, a 5-foot wide bike lane, and 5-foot sidewalk. Disabled access ramps and a pedestrian crossing will be installed across Stow Canyon Road, as well as a streetlight.

Design challenges include the existence of a high voltage SCE power pole located in the proposed sidewalk on the southeast corner of Stow Canyon Road. Because the pole supports a high voltage transmission line, relocation would be expensive and take a significant amount of time to accomplish. Designers will explore all options to allow installation of the sidewalk and ADA access ramp without relocating the pole.

Another design element will address the existence of Fairview Gardens' produce stand, which likely encroaches on the future sidewalk alignment. Fairview Gardens is aware the City will remove any portion of the structure within the easement. Additionally, they may be required to remove a portion of the above-ground structure on their side of the easement to accommodate line-of-sight requirements for the Stow Canyon Road intersection.

Cannon Corporation was chosen from the two on-call consultants who responded to the Request for Proposals for this project based upon their team qualifications and past performance with the City on similar projects. Cannon engineers recently designed the Magnolia Street Sidewalk Infill project in a timely manner, with no significant change orders; providing exemplary service to the needs of the City. The Fairview Avenue Sidewalk Infill project has similar design considerations and restraints as the successfully delivered Magnolia Street project.

As it so closely matches the intent of the statewide funding program, this project was awarded Measure A – Safe Routes to School grant funds. The project is included in the City of Goleta (Gol 21) Bicycle and Pedestrian Projects Program in the SBCAG Regional Active Transportation Plan.

GOLETA STRATEGIC PLAN:

The Fairview Ave Sidewalk Infill at Stow Canyon Rd. Project (9060) is consistent with the City's Strategic Plan Strategy to strengthen infrastructure and maintain a safe community.

FISCAL IMPACTS:

The FY 17/18 available Budget (Year 1) provides a total of \$35,134 for Preliminary Engineering and Environmental Services from Measure A, Measure A Grant (Other) and

GTIP funding sources. The proposed FY 18/19 Budget (Year 2) provides a total of \$136,500. Shifting \$15,916 (GTIP) from Year 2 (FY 18/19) to Year 1 (FY 17/18) of the Two-Year Budget Plan will be required to award this Professional Design Services Agreement for the total not-to-exceed amount of \$51,050. There is sufficient GTIP fund balance available in Year 1 to cover this budget shift and appropriation. The Year 2 proposed budget amount for account 220-5-9060-706, will be reduced by \$15,916 to \$12,084. Year 2 budget appropriations will be updated during the mid-cycle budget process. The current available budget and recommended project budget are summarized below:

Current available project budget:

Fund	GL Account	Available Budget FY 17/18 (Year 1)	Proposed Budget FY 18/19 (Year 2)	Available Project Budget
Measure A	205-5-9060-706	\$12,434	\$36,500	\$48,934
Measure A-Other	206-5-9060-706	\$22,700	\$72,000	\$94,700
GTIP	220-5-9060-706	\$0	\$28,000	\$28,000
Total		\$35,134	\$136,500	\$171,634

Adjusted available project budget with GTIP budget shift:

Fund	GL Account	Available Budget FY 17/18 (Year 1)	Proposed Budget FY 18/19 (Year 2)	Available Project Budget
Measure A	205-5-9060-706	\$12,434	\$36,500	\$48,934
Measure A-Other	206-5-9060-706	\$22,700	\$72,000	\$94,700
GTIP	220-5-9060-706	\$15,916	\$12,084	\$28,000
Total		\$51,050	\$120,584	\$171,634

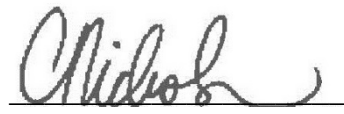
ALTERNATIVES:

Council may elect not to proceed with this Professional Design Services Agreement, in which case the design team would not be available to assist the City for the design phase of this project.

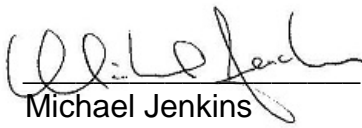
Reviewed By:

Legal Review By:

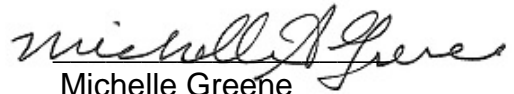
Approved By:



Carmen Nichols
Deputy City Manager



Michael Jenkins
City Attorney



Michelle Greene
City Manager

ATTACHMENTS:

1. Professional Design Services Agreement with Cannon Corporation for the Fairview Avenue Sidewalk Infill at Stow Canyon Road Project (9060).

ATTACHMENT 1

Professional Design Services Agreement with Cannon Corporation for the Fairview
Avenue Sidewalk Infill at Stow Canyon Road Project (9060)

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
BETWEEN THE CITY OF GOLETA
AND
CANNON**

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES is made and entered into this 17th day of April, 2018, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **CANNON**, a California Corporation (herein referred to as "CONSULTANT").

WHEREAS, the City has a need for engineering services for the Fairview Avenue/Stow Canyon Road Infill Project, and 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 engineering services to accomplish this work; and

WHEREAS, CONSULTANT represents that it is sufficiently experienced and capable of providing the services agreed to herein and is sufficiently familiar with the needs of the CITY; and

WHEREAS, CONSULTANT was evaluated for award of this AGREEMENT by the Public Works Director following a competitive Request for Proposals from the City's pre-authorized qualified consultants list for various professional services ("short list") established and approved by Council on December 20, 2016; and

WHEREAS, CONSULTANT was selected for award of this AGREEMENT by City Council; and

WHEREAS, the City Council, on this 17th day of April, 2018, approved this AGREEMENT and authorized the City Manager to execute this AGREEMENT.

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 engineering services in conjunction with Fairview Avenue/Stow Canyon Road Infill Project. Services shall generally include record research, field surveys, right-of-way determination, design, contract documents and close-out activities, 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 \$51,050.00 (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 December 31, 2019, 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 John Gentry, P.E. Deputy Public Works Director, 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, 2019, 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 by the termination date of this agreement according to the scope of services attached as Exhibit A.

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. Keone Kauo, Civil Principal Engineer, 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) **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 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.

11. RELATION OF THE PARTIES

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 30 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 10 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. 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.

22. 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.

23. 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.

24. USE OF THE TERM "CITY"

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

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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 of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO CONSULTANT: Attention: Michael Cannon, President
Cannon
1050 Southwood Drive
San Luis Obispo, CA 93401

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

Michelle Greene, City Manager

Michael Cannon, President

ATTEST:

Deborah Lopez, City Clerk

Larry Kraemer, Secretary

APPROVED AS TO FORM



Winnie Cai, Deputy City Attorney

Exhibit A Scope of Work

The Consultant shall provide the following:

The Consultant shall perform design services for the subject project.

Review of the existing sidewalk, pedestrian crosswalk, bike path and road alignment:

- Review of the current striping and signage,
- Review of existing as-builts and record drawings (the City will provide access to the limited data we have),
- Perform survey of existing improvements, alignments and rights-of-way,
- Review of joint utility pole relocation options – relocate/remain in place,
- Analysis of existing ADA for the curb ramps and crosswalk area,
- Review and evaluation of the intersection, adjacent driveways and access points, businesses, bus stop locations, right-of-way limits and easements
- Review of the current lighting system,
- Utility coordination.

Design of infill sidewalk, curb and gutter, roadway, curb cuts, street light and median

- Develop draft plans, specifications and cost estimates, including, but not limited to:
 - Curb, gutter and sidewalk modifications,
 - Road widening.
 - Median modifications (if required)
 - Signage locations,
 - ADA changes/additions,
 - Lighting plans,
 - Pavement markings
- Perform additional survey as necessary,
- Assist City in procurement of easement to accommodate new sidewalk alignment

Prepare final plans, specifications, and cost estimates:

- Prepare final plans and specifications cost estimates for bidding,
- Prepare a line item bid list and engineers estimate,
- Submit three full size (24" x 36"), wet signature plans and electronic copies (.dwg and .pdf formats), and
- Preparation of Record Drawings.

Exhibit B Schedule of Fees

Engineering/Design Staff: Civil, Mechanical, Electrical, Structural, Planning, Landscape

Sr. Consultant / Director.....	163.00 - 225.00	Administrative/Clerical.....	65.00 - 85.00
Sr. Principal Engineer	160.00 - 195.00	Sr. Principal Designer	105.00 - 135.00
Principal Engineer.....	145.00 - 185.00	Principal Designer	100.00 - 125.00
Sr. Associate Engineer.....	135.00 - 165.00	Sr. Project Designer	95.00 - 120.00
Associate Engineer	125.00 - 150.00	Lead Designer.....	90.00 - 115.00
Sr. Project Engineer.....	115.00 - 140.00	Project Designer.....	80.00 - 110.00
Project Engineer.....	105.00 - 130.00	Sr. CAD Tech / CAD Tech.....	80.00 - 95.00
Design Engineer.....	95.00 - 120.00	Technical Writer I, II, III.....	85.00 - 116.00
Engineering Assistant I, II.....	70.00 - 90.00	Planner / Landscape Arch.....	70.00 - 115.00
Project Coordinator I, II, III, IV.....	85.00 - 115.00	Assoc. Planner/Land Arch	125.00 - 150.00
Grant Funding Manager I, II.....	125.00 - 140.00	Sr. / Chief Planner.....	145.00 - 165.00

Automation Staff

Sr. Automation Specialist.....	165.00 - 174.00	Lead Automation Tech.....	100.00 - 110.00
Lead Automation Specialist.....	140.00 - 147.00	Automation Technician.....	90.00 - 100.00
Automation Specialist.....	130.00 - 137.00	Sr. Automation Analyst.....	115.00 - 130.00
Sr. Automation Technician.....	120.00 - 126.00	Lead Automation Analyst.....	110.00 - 120.00
Automation Const. Coord I, II.....	85.00 - 110.00	Automation Analyst.....	100.00 - 105.00
IE Services Coordinator.....	70.00 - 80.00		

Prevailing Wage

Inside Wireman, Communications & System Technician / Installer.....	110.00 - 130.00
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Construction Management Staff

Principal Const'n Manager.....	160.00 - 190.00	Structures Representative	130.00 - 150.00
Sr. Construction Manager.....	165.00 - 180.00	Assoc. Construct. Engineer.....	100.00 - 125.00
Construction Manager.....	130.00 - 165.00	Construction Inspector I, II.....	90.00 - 120.00
Sr. Resident Engineer.....	155.00 - 165.00	Office Engineer	105.00 - 125.00
Resident Engineer.....	140.00 - 155.00	Construction Coordinator I, II.....	85.00 - 110.00
Assistant Resident Engineer.....	125.00 - 140.00		

Forensics/Expert Testimony Staff

Expert Testimony (Deposition/Trial).....	450.00	Technical Support	230.00 - 280.00
Office Administrator.....	150.00	Research & Investigation	200.00 - 300.00

Survey Office Staff

Chief Surveyor / Sr. Consultant.....	160.00 - 175.00	Land Surveyor I-V.....	120.00 - 160.00
Sr. Land Surveyor	160.00 - 175.00	Survey Technician I-VI.....	85.00 - 145.00
Survey Manager.....	150.00 - 175.00	GIS Specialist / Tech.....	110.00 - 140.00

This schedule provides ranges for various staff classifications. The actual rate may differ depending on the discipline; however, it will not be higher than the given range.

Survey Field Staff

Three-Man Crew	275.00 - 350.00	Three-Man HDS Crew	350.00
Two-Man Crew.....	230.00 - 275.00	Two-Man HDS Crew	285.00
One-Man Crew.....	150.00 - 200.00	One-Man HDS Crew	220.00
One-Man Crew (no robot).....	130.00	Two-Man UMO Crew	150.00 - 230.00
3D HDS Data Modeling.....	90.00 - 110.00	One-Man UMO Crew	100.00 - 150.00

Prevailing Wage

Three-Man Crew	375.00	Three-Man HDS Crew.....	375.00
Two-Man Crew	285.00 – 290.00	Two-Man HDS Crew	285.00
One-Man Crew	190.00 – 205.00	One-Man HDS Crew	220.00
Two-Man UMO Crew	285.00	One-Man Crew (no robot)	160.00
One-Man UMO Crew	200.00		

All of the above hourly rates include all direct labor costs and labor overhead, general and administrative expenses and profit. If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the above rates for weekdays and 2.0 for weekends and holidays.

Reimbursable costs that may be passed through to the client as additional expenses include travel expenses (based upon the standard IRS mileage reimbursement rate, or actual expenses for travel outside of the tri-county area of Ventura, Santa Barbara, and San Luis Obispo), special handling fees such as certified, express mail, and delivery charges, photography and third party photocopy expenses, certain project/client-specific telephone expenses, and other charges made by third parties in connection with performing the scope of services with appropriate supporting documentation for reference.

Mileage and travel costs will be passed through without mark-up.