

TO: Mayor and Councilmembers

FROM: Charles W. Ebeling, Public Works Director

CONTACT: Teresa Lopes, Senior Project Engineer

SUBJECT: Amendment No. 2 to the Consultant Services Agreement (2016-143) with MNS Engineers, Inc. for Construction Management, Inspection and Materials Testing (CMIT) Services for the Hollister Ave Class I Bike Path Project.

RECOMMENDATION:

Authorize the City Manager to execute Amendment No. 2 to Agreement 2016-143 with MNS Engineers Inc. for Construction Management Services for the Hollister Class I Bike Path project increasing the contract amount by \$52,440 for a total not to exceed amount of \$527,536 and to extend the term of the agreement to June 30, 2019.

BACKGROUND:

The Hollister Class I Bikeway Project added a Class I bike lane/ multi-use path with a 5 ft. landscaped buffer along the south side of Hollister Avenue from Pacific Oaks Road to west of Pebble Beach Drive. In September 2014, the City was awarded a \$1,644,000 in Cycle 1 Active Transportation Program (ATP) grant for project construction. The construction began in May 2017 and is anticipated to be complete in June 2018.

On March 7, 2017 a contract was awarded to Granite Construction for construction of the Hollister Class I Bike Path project in an amount not to exceed \$4,624,820. In addition the construction budget included a construction contingency amount of \$462,482.

MNS Engineering was evaluated and awarded a contract to perform Construction Management, Inspection and Material Testing (CMIT) services in conjunction with the Hollister Class I Bike Path Project on November 14, 2016 in an amount not exceed \$444,096, following a competitive Request for Proposals process,

On October 17, 2017 Council approved Amendment No. 1 to amending the scope of work to add construction surveying services to the contract and to increase the contract amount by \$31,000 for a total not to exceed amount of \$475,096.

DISCUSSION:

The construction for the Hollister Class I Bike Path project has gone relatively smoothly throughout the time allocated for the construction phase. A total of 130 working days were specified for the project construction in the contract documents. Construction began on May 22, 2017 and was scheduled to be completed by November 27, 2017. All of the work originally identified in the construction documents at the time of award had been completed within the original contract schedule. There were several items of change order work which were added to contract which necessitated extending the construction ending date several months past the completion date to accommodate scheduling of the extra work. The extra work items included the following:

Installation of special pavement markings for the path crossing at Pebble Beach Drive.

Originally in the contract plans, all of the intersecting side streets were designed with the special pavement for the new path crossings with the exception of Pebble Beach Drive. The special crossing pavement markings were added to Pebble Beach Drive as a contract change order and additional time was required to procure the pavement marking materials. The subcontractor who was scheduled to install the material had some difficulty rescheduling the work which led to a delay in completing this component of the work pushing it into December and January.

Construction of Concrete Curb/Mow Strip and Americans with Disabilities Act (ADA) accessible pedestrian connection to walk way at 7-11.

- Concrete Curb/Mow Strip – Goleta Water District (GWD) would not allow installation of irrigation or landscape in any locations where the project irrigation facilities fell within 10 ft. of a private property where potable irrigation either existed or had a potential to be installed at some future date, without some type of physical barrier separating the two areas. This resulted in long stretches in highly visible areas where no irrigation and thus no landscaping (just mulch) could be installed. The option to construct a concrete curb/mow strip as a physical barrier was proposed and approved by Goleta Water District for these locations. Scheduling the concrete work was delayed due to the natural disasters which hit the Santa Barbara area in December and January. Granite was also called in to help with the cleanup efforts from the mudslide which kept them busy until February. Granite was finally able to schedule a concrete crew to complete the work by the end of April. Once the mow strip was in place the landscape subcontractor came back and installed the drip lines and plantings in these areas.
- Construct ADA accessible path from the back of the new path to the 7-11 walkway. In the pre-project condition there was a connection from the back of the existing sidewalk to a concrete path/sidewalk in front of 7-11. Upon completion of the new path this connection needed to be re-established. Providing an ADA accessible connection required a new design and more involved ramp needed to be constructed. This work was also to be completed under change order work. The path construction work was completed at the same time as the mow strip

Extending the completion of the construction requires additional time for MNS to manage the construction, and additional effort and hours are necessary for inspection of the work and management of the construction contract. The additional budget requested allows MNS to continue managing the project as construction is completed and the project is closed out. To compensate for this additional work, the Construction Management contract amendment includes an additional \$52,440 and will extend the contract to June 30, 2019. Staff is recommending Council approve and authorize the City Manager to execute Amendment No. 2 with MNS Engineers.

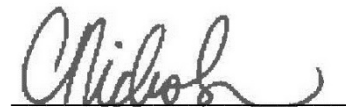
FISCAL IMPACTS:

There is no fiscal impact associated with this item. Accounting for all completed and proposed change orders in the construction contract, and there is an approximate \$200,000 contingency remaining in the contract budget. This amendment proposes to re-allocate \$52,440 from construction into the construction management budget; retaining a reasonable amount of funds in construction for unforeseen close-out activities.

ALTERNATIVES:

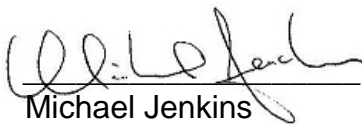
The Council may elect not to authorize Amendment No. 2 to the Professional Services Agreement with MNS Engineers, Inc., however doing so would have a negative impact on the project schedule and budget as the City would have to identify another firm to perform CMIT duties for the project.

Reviewed By:



Carmen Nichols
Deputy City Manager

Legal Review By:



Michael Jenkins
City Attorney

Approved By:



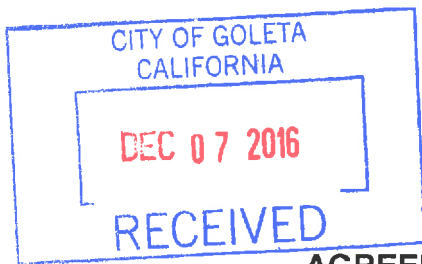
Michelle Greene
City Manager

ATTACHMENTS:

1. MNS Engineering Agreement No. 2016-143 & Amendment No. 1 for Construction Management for the Hollister Class 1 Bike Path Project
2. MNS Engineering Agreement (2016-143) Amendment #2 for Construction Management for the Hollister Class 1 Bike Path Project

ATTACHMENT 1

MNS Engineering Agreement No. 2016-143 & Amendment No. 1 for Construction
Management for the Hollister Class 1 Bike Path Project



Agreement No. 2016-143
City of Goleta, California

Project Name: Hollister Class I Bike Path Project

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

This **AGREEMENT FOR PROFESSIONAL DESIGN SERVICES** is made and entered into this 14th day of November, 2016, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **MNS ENGINEERS, INC** (herein referred to as "CONSULTANT").

WHEREAS, CONSULTANT represents that they are sufficiently experienced and capable of providing the services agreed to herein and are 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; and

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

WHEREAS, the City Council, on this 14th day of November, 2016, approved this AGREEMENT and authorized the City Manager to execute this AGREEMENT per the Goleta Municipal Code 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 Construction Management, Inspection & Material Testing (CMIT) Services in conjunction with Hollister Class I Bike Path Project. Services shall generally include pre-construction, construction and post-construction management services, 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 \$444,096 (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, 2018, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (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. 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, PE. 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, 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 paragraph 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. Aaron Hilton is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in performing, supervising or assisting 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. The following portions of the work will be subcontracted out to other parties by CONSULTANT:

- Fugro Consultants, Inc., Materials Testing: Ed Sullivan
- Lenhardt Engineering, SWPPP/Schedule Support; Cheryl Lenhard

This AGREEMENT is not assignable by CONSULTANT without CITY's prior consent in writing.

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 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.

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 level 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 0001 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 on a policy form appropriate to CONSULTANT's profession. Limits shall be no less than \$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 exact 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 with an edition date prior to 2004.
- b) CONSULTANT's insurance shall apply 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) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- d) 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.
- e) 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.
- f) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- g) 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.

- h) 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 parties to this AGREEMENT shall be that of independent contractors 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 15 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 comply with the federal Americans with Disability Act, Public Law 101-336, and observe the disability discrimination prohibitions of such laws in the performance of the work required under this AGREEMENT.

22. 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.

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, including a CITY business license, 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:

Attn: Michelle Greene, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO CONSULTANT:


Attn: Greg Chelini, PE
MNS Engineers, Inc.
201 N. Calle Cesar Chavez, Suite 300
Santa Barbara, CA 93103

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


James Salvito, President

ATTEST:


Deborah Lopez, City Clerk


Greg Chelini, Vice President

APPROVED AS TO FORM


Tim W. Giles, City Attorney

EXHIBIT A

Scope of Work

PHASE 1.0 PRE-CONSTRUCTION PHASE SERVICES

Task 1.1 Project Review

It is important to obtain a comprehensive knowledge and understanding of the information about the project prior to the beginning of construction. Upon the Notice to Proceed from the City, Consultant shall contact the key individuals who shall be involved with the project and shall establish a clear protocol for the project at this time. The Consultant is familiar with the project and is able to assist the City with construction related coordination and support immediately.

Task 1.2 Constructability Review

Consultant shall perform a constructability review as soon as the Consultant is given the Notice to Proceed in order to flush any items or issues the Consultant may see prior to the project bid opening. The Consultant has already reviewed the plans and specifications and has developed a preliminary comment list. During the constructability review, the Consultant shall identify potential coordination issues, missing details, time delays, potential liability, and inter-contractor coordination items prior to publishing bid documents.

Constructability objectives include:

- Verifying the bidding documents are unambiguous, comprehensive, and buildable.
- Verifying items of work have adequately defined scope and pay mechanism.
- Reviewing the staging and construction relative to the site.

The Consultant shall forward a Constructability Report to the City Project Manager and be available to review and discuss comments with the City and Design Engineer.

Task 1.3 Pre-Job Coordination and Project Set-Up

The Resident Engineer shall meet with the City and establish the project filing/documentation systems; lines of communication; levels of authorization; procedures for progress payments, contract change orders, and RFIs; potential claims management; project emergency procedures; and public interaction highlights. The Consultant's system shall be consistent with the Caltrans LAPM, but tailored to meet the City's requirements to meet the project specific funding requirements.

Task 1.4 Pre-Construction Meeting

A pre-construction meeting shall be scheduled once the Notice of Award is mailed to the contractor. All appropriate parties shall be invited, including the selected contractor, City staff, Goleta Water and Sanitary Districts, and any other involved entities/utilities at the City's discretion. At the pre-construction meeting, the Consultant shall discuss the hierarchy of both the City and the contractor as well as establish protocols to be used throughout the project. The meeting shall highlight the contractor's responsibility towards such items as:

- Safety and traffic control (Traffic Control Plans)
- Public relations
- Labor compliance
- Soil testing and materials certification
- Submittals and RFIs
- Procedures for the Contract Change Order (CCO) process, including handling extra work or change of conditions
- Project schedule
- Stormwater pollution controls
- Weekly meetings
- Quality control
- Progress pay request
- Dispute procedures

Any questions or apparent issues that may be present at this time are discussed and resolved prior to the contractor's mobilization. An agenda, action items, and meeting minutes shall be prepared.

PHASE 2.0 CONSTRUCTION PHASE SERVICES

Task 2.1 Construction Management and Contract Administration

Consultant shall administer the contract as discussed previously in task 1.3 of this proposal. The Consultant shall organize files and computer-generated forms and spreadsheets to assist in tracking correspondence, submittals, RFIs, CCOs, and progress payments as well as documenting materials testing results. Items include:

- Maintaining project files
- Preparing daily reports
- Verifying certified payroll and monitoring and meeting DBE/UDBE commitments
- Maintaining logs for submittals, RFIs, CCOs, materials, etc.
- Preparing correspondence and agreements
- Preparing and reviewing progress schedule/Weekly Statement of Working Days (WSWDs)
- Preparing and reviewing Progress Pay Estimates and costs
- Reviewing materials testing results and follow-up

Task 2.2 Project Communication and Coordination

The Resident Engineer shall be in charge of project communication and coordination with the City, Design Engineer, emergency services, businesses, residents, utility companies, contractor, and materials technicians throughout the construction phase. The Resident Engineer shall coordinate review and approvals of required project submittals, RFIs, CCOs, and activities with the City where necessary. The Resident Engineer shall keep the City informed of the progress of work and important items or issues that may impact the cost or schedule.

Task 2.3 Public Relations

Good public relations with the surrounding community are important to the overall success of this project. This project involves construction along a large portion of Hollister Avenue which provides critical access to the public including numerous businesses and residences. Therefore, project awareness is important to minimize the impact to the public throughout the life of the project. Consultant field representatives shall be the first line of defense for addressing complaints by the public.

Items include:

- Working proactively with the surrounding neighbors
- Reviewing and verifying the required notifications are posted
- Listening and responding to citizen complaints
- Working with the contractor to resolve complaints promptly
- Working with the City's Emergency Services departments
- Working with the City's Public Information Officer to "get the word out"

The CM team shall be proactive in a real way by meeting with surrounding property owners and notifying them and the community in advance of new staging and traffic control. The team understands respectful communications with the public is one of the keys to a successful project. Maintaining a high level of communication with the contractor and the local property owners shall promote an increased level of awareness of project concerns that shall lead to a safer and more successful project.

Task 2.4 Project Schedule Adherence

The Resident Engineer shall review and approve the contractor's baseline schedule at the start of the project. The contractor shall be required to submit monthly schedule updates, which shall be reviewed by the Resident Engineer. The contractor shall be required to correct any discrepancies prior to approval. Each week the Resident Engineer shall require and review the three-week look-ahead schedule from the contractor. This schedule shall assist in managing the contractor's progress and allow our team to coordinate and schedule materials and soils testing. The contractor shall be issued WSWDs to document the progress of the work and the number of working days expended during the project.

Task 2.5 Cost Control

Cost control is an ongoing task throughout the life of the project. Costs shall be carefully managed to contain expenditures within the available budget. Consultant shall also pursue cost savings measures and seek to identify and implement cost reducing opportunities throughout the project. The project's document control system shall be used to track and monitor the actual construction costs on a project. The tracking of contract item payments and quantities is incorporated into the progress payment spreadsheet. Tracking of contract change order payments, extra work, supplemental work, and item overruns and under runs shall also be tracked. The project contingency balance shall be verified as part to the monthly progress pay estimate review and submittal. The Resident

Engineer shall work closely with the City's Project Manager, the Design Engineer, and the contractor to resolve all change orders and or disputes.

Task 2.6 Quantity Calculations and Progress Estimate

Consultant shall ensure quantity calculations are complete, accurate, and submitted each month to process the contractor's estimate. The Construction Inspector shall keep track of item quantities and any extra work performed, and shall assist the Resident Engineer to ensure accurate and timely monthly estimates for the project. The Construction Inspector shall share daily quantities with the contractor's foreman to identify potential disputes in quantities as soon as possible to the work in question and promote a discussion of the basis for the differences and need re-evaluate the quantity if appropriate. The Consultant shall review the contractor's monthly Request for Payment and recommend approval for payment to the City.

Task 2.7 Submittals/RFIs

Consultant shall perform timely review of submittals and RFIs. All submittals and RFIs shall be stamped, logged, and distributed as necessary. The Resident Engineer shall monitor the log to verify responses are submitted in a timely manner. Initial submittals to be reviewed and approved as the first order of work include:

- SWPPP
- Schedule
- Traffic Control Plans
- Mix designs for asphalt paving and PCC

Task 2.8 Change Orders and Claims Management

The main objective relating to claims on any project is to avoid them where possible. Consultant shall work to ensure conflicts in the field are identified ahead of the scheduled work the conflict shall affect, work to reduce or minimize third party impacts to the work, and notify the contractor in a timely manner so the schedule is not disrupted. The Resident Engineer shall evaluate and negotiate all change orders throughout the project. Consultant shall maintain a log of all change orders and shall track extra work reports and maintain daily reports of change order work. That said, if a dispute has been filed, Consultant shall work diligently to thoroughly understand the nature and extent of the dispute and resolve it as quickly as possible. The Consultant shall keep detailed record throughout the project, daily diaries and weekly team meetings are paramount to evaluate the validity and costs associated with any notice of potential claim (NOPC). Notices of Potential Claims submitted by the contractor shall be acted on and processed in a timely manner in accordance with the contract documents and City procedures.

Task 2.9 Construction Inspection

Consultant shall approach inspection with the understanding they are an extension of the City and representing the community to ensure the contractor is providing a quality product that conforms to the project documents and governing codes. The Construction Inspector's primary duties are to inspect and verify all work in place meets the requirements of the contract. The Construction Inspector shall also be proactive and

prepare for upcoming scheduled work items, and assist the Resident Engineer in resolving issues that may arise in the field. The Construction Inspector's responsibilities include:

- **Quality Assurance** Inspect all work to ensure it meets the requirements and quality of work outlined in the contract documents including grade and alignment, traffic control, materials sampling and testing. Any deficient work shall be rejected.
- **Daily Inspection Diaries/Documentation** The daily report shall include an accurate description of the labor and equipment, description of work, offsets, and/or depths of work, safety issues, quantities, and weather conditions. The Construction Inspector shall submit labor compliance reviews and material verifications; prepare quantity calculation sheets; and maintain as-builts.
- **Coordination** Coordinate with contractor, City, utility agencies.
- **Permit/SWPPP Compliance** Monitor work for compliance with project permits, perform SWPPP inspections for compliance, and ensure the project meets Regional Water Quality Control Board (RWQCB) regulations.
- **Traffic Control** Review all traffic control for compliance per MUTCD and performed in a safe manner.
- **Photo Record Maintenance** Regularly photograph construction activity/progress.
- **Verification of Material and Equipment** Verify the delivered items conform to the project specifications and approved submittals.
- **Americans with Disabilities Act (ADA) Compliance** Ensure compliance with ADA requirements.
- **Off-Site Inspections** Consultant shall schedule and coordinate off-site inspections.

Task 2.10 Site Documentation

Consultant shall take pre-construction site photos to document the existing condition of the project limits and any haul routes. This documentation often helps alleviate any potential disputes between the City, contractor, and property owners within or adjacent to the project limits. The Consultant shall document construction as it progresses. All photos shall be logged and filed in the project files.

Task 2.11 Safety

The contractor has sole responsibility for compliance with safety requirements on the construction contract, but the Consultant shall be responsible of monitoring compliance with their safety program and advising the contractor of observed deficiencies. The Resident Engineer and Construction Inspector are knowledgeable of the Cal/OSHA Construction Safety Orders and shall monitor the contractors work to ensure the public,

the contractor forces, and the inspection staff is working in a safe environment. Measures used shall include:

- Reviewing the project for safety considerations.
- Identifying any unsafe conditions whether Imminent, Serious, or Minor/Non-serious condition(s,) and notifying the contractor to correct the unsafe condition.
- Ensuring the contractor complies with all the construction safety orders as outlined in the Cal/OSHA Construction Safety Orders.
- Reviewing the contractor's traffic control on a daily basis, the Caltrans Safety Manual, and the contractor's approved Safety Plan shall also guide our Construction Inspector in monitoring the contractor's safety program.

Task 2.12 SWPPP and Permits

Permits are some of the most important items in performing work on any construction project, especially in stormwater pollution control. Consultant shall monitor the construction and coordinate with permitting agencies to ensure all work items are performed in accordance with the permit requirements.

Task 2.13 Materials Testing

The Resident Engineer shall be responsible for coordinating the materials testing program with Fugro Consultants, Inc. The Consultant shall coordinate closely with the contractor and materials lab to adhere to the specifications and ensure testing is performed in accordance with the City's QAP. The Materials Testing tasks include laboratory testing of proposed construction materials; in-place density testing of Class II Base, and Hot Mix Asphalt (HMA); and PCC sampling and testing.

PHASE 3.0 POST-CONSTRUCTION PHASE SERVICES

Task 3.1 Project Close-Out

Consultant shall maintain an up-to-date set of as-built plans, quantities, CCOs, and general recordkeeping throughout the project's construction in order to expedite and ensure the accuracy of the final documents and reports. The Resident Engineer, with the assistance of the Construction Inspector, shall prepare and submit a final punch list of outstanding contract items to the contractor. A final walk through of the project shall be scheduled with City, and any other parties that the City wishes to include. The Resident Engineer shall ensure all concerns are addressed prior to recommending final acceptance of the contract to the City. Once all documentation is provided by the contractor, Consultant shall submit a Final Pay request for final payment.

Exhibit B

Schedule of Fees

MMS Engineers Standard Schedule of Fees

Direct Expenses		Hourly Rate	Hourly Rate	
Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate.	Project Management Principal-In-Charge Senior Project Manager Project Manager Project Coordinator	\$210 200 185 100	Surveying Principal Construction Manager Senior Construction Manager Resident Engineer Construction Manager Structure Representative Assistant Resident Engineer Construction Inspector Construction Inspector (PW) Office Engineer Principal Surveyor Supervising Surveyor Senior Project Surveyor Project Surveyor Senior Land Title Analyst Assistant Project Surveyor Party Chief Chainperson One-Person Survey Crew	\$195 165 160 155 145 135 115 128 105 195 170 155 140 125 120 125 120 170
Prevailing Wage Rates	Engineering		Technical Support	
Rates shown with Prevailing Wage "(PW)" notation are used for field work on projects subject to federal or state prevailing wage law.	Principal Engineer Supervising Engineer Senior Project Engineer Project Engineer Associate Engineer Assistant Engineer	\$195 175 160 140 125 105	GADD Manager Supervising GADD/Engineering Technician Senior GADD/Engineering Technician GADD/Engineering Technician Senior GIS Analyst GIS Analyst Senior GIS Technician GIS Technician	\$140 110 100 90 140 120 110 90
	Municipal Services			
	City Engineer Deputy City Engineer Assistant City Engineer Plan Check Engineer Permit Engineer City Inspector City Inspector (PW) Planning Director Senior City Planner Assistant Planner	\$195 175 160 160 140 115 128 135 160 125		
	Electrical Traffic Signal Inspector	140		
	Administrative Support			
	Administrative Analyst Administrative Assistant	\$90 70		

**AMENDMENT NO. 1
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
MNS ENGINEERS, INC.**

This Amendment No. 1 ("Amendment") to a PROFESSIONAL DESIGN SERVICES AGREEMENT is made this 5th day of December, 2017, between the **CITY OF GOLETA**, a municipal corporation ("City") and **MNS ENGINEERS, INC.**, a California Corporation ("Consultant") dated November 14, 2016 ("Agreement") Agreement No. 2016-143.

RECITALS

WHEREAS, the City has a need for professional services for construction management, inspection & material testing (CMIT) in conjunction with the Hollister Class I Bike Path Project; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed four hundred forty-four thousand ninety-six dollars (\$444,096); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of thirty-one thousand dollars (\$31,000) for surveying services not previously provided for in the Agreement because it was not necessary at the time the agreement was entered into; 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 surveying services 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 5th day of December, 2017.

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 \$31,000 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 \$475,096 (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, 2018, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (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. 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.

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. 1 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA



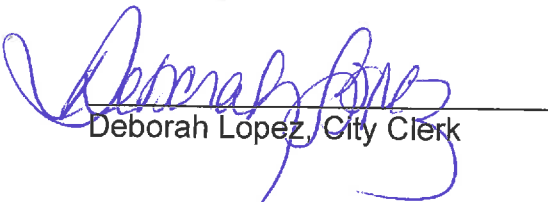
Michelle Greene, City Manager

CONSULTANT



James Salvito, President

ATTEST:



Deborah Lopez, City Clerk



Greg Chelini, Vice President

APPROVED AS TO FORM



Winnie Cai, Deputy City Attorney

EXHIBIT A-1 Scope of Work

PHASE 1.0 PRE-CONSTRUCTION PHASE SERVICES

Task 1.1 Project Review

It is important to obtain a comprehensive knowledge and understanding of the information about the project prior to the beginning of construction. Upon the Notice to Proceed from the City, Consultant shall contact the key individuals who shall be involved with the project and shall establish a clear protocol for the project at this time. The Consultant is familiar with the project and is able to assist the City with construction related coordination and support immediately.

Task 1.2 Constructability Review

Consultant shall perform a constructability review as soon as the Consultant is given the Notice to Proceed in order to flush any items or issues the Consultant may see prior to the project bid opening. The Consultant has already reviewed the plans and specifications and has developed a preliminary comment list. During the constructability review, the Consultant shall identify potential coordination issues, missing details, time delays, potential liability, and inter-contractor coordination items prior to publishing bid documents.

Constructability objectives include:

- Verifying the bidding documents are unambiguous, comprehensive, and buildable.
- Verifying items of work have adequately defined scope and pay mechanism.
- Reviewing the staging and construction relative to the site.

The Consultant shall forward a Constructability Report to the City Project Manager and be available to review and discuss comments with the City and Design Engineer.

Task 1.3 Pre-Job Coordination and Project Set-Up

The Resident Engineer shall meet with the City and establish the project filing/documentation systems; lines of communication; levels of authorization; procedures for progress payments, contract change orders, and RFIs; potential claims management; project emergency procedures; and public interaction highlights. The Consultant's system shall be consistent with the Caltrans LAPM, but tailored to meet the City's requirements to meet the project specific funding requirements.

Task 1.4 Pre-Construction Meeting

A pre-construction meeting shall be scheduled once the Notice of Award is mailed to the contractor. All appropriate parties shall be invited, including the selected contractor, City staff, Goleta Water and Sanitary Districts, and any other involved entities/utilities at the City's discretion. At the pre-construction meeting, the Consultant shall discuss the hierarchy of both the City and the contractor as well as establish protocols to be used

throughout the project. The meeting shall highlight the contractor's responsibility towards such items as:

- Safety and traffic control (Traffic Control Plans)
- Public relations
- Labor compliance
- Soil testing and materials certification
- Submittals and RFIs
- Procedures for the Contract Change Order (CCO) process, including handling extra work or change of conditions
- Project schedule
- Stormwater pollution controls
- Weekly meetings
- Quality control
- Progress pay request
- Dispute procedures

Any questions or apparent issues that may be present at this time are discussed and resolved prior to the contractor's mobilization. An agenda, action items, and meeting minutes shall be prepared.

PHASE 2.0 CONSTRUCTION PHASE SERVICES

Task 2.1 Construction Management and Contract Administration

Consultant shall administer the contract as discussed previously in task 1.3 of this proposal. The Consultant shall organize files and computer-generated forms and spreadsheets to assist in tracking correspondence, submittals, RFIs, CCOs, and progress payments as well as documenting materials testing results. Items include:

- Maintaining project files
- Preparing daily reports
- Verifying certified payroll and monitoring and meeting DBE/UDBE commitments
- Maintaining logs for submittals, RFIs, CCOs, materials, etc.
- Preparing correspondence and agreements
- Preparing and reviewing progress schedule/Weekly Statement of Working Days (WSWDs)
- Preparing and reviewing Progress Pay Estimates and costs
- Reviewing materials testing results and follow-up

Task 2.2 Project Communication and Coordination

The Resident Engineer shall be in charge of project communication and coordination with the City, Design Engineer, emergency services, businesses, residents, utility companies, contractor, and materials technicians throughout the construction phase. The Resident Engineer shall coordinate review and approvals of required project submittals, RFIs,

CCOs, and activities with the City where necessary. The Resident Engineer shall keep the City informed of the progress of work and important items or issues that may impact the cost or schedule.

Task 2.3 Public Relations

Good public relations with the surrounding community are important to the overall success of this project. This project involves construction along a large portion of Hollister Avenue which provides critical access to the public including numerous businesses and residences. Therefore, project awareness is important to minimize the impact to the public throughout the life of the project. Consultant field representatives shall be the first line of defense for addressing complaints by the public.

Items include:

- Working proactively with the surrounding neighbors
- Reviewing and verifying the required notifications are posted
- Listening and responding to citizen complaints
- Working with the contractor to resolve complaints promptly
- Working with the City's Emergency Services departments
- Working with the City's Public Information Officer to "get the word out"

The CM team shall be proactive in a real way by meeting with surrounding property owners and notifying them and the community in advance of new staging and traffic control. The team understands respectful communications with the public is one of the keys to a successful project. Maintaining a high level of communication with the contractor and the local property owners shall promote an increased level of awareness of project concerns that shall lead to a safer and more successful project.

Task 2.4 Project Schedule Adherence

The Resident Engineer shall review and approve the contractor's baseline schedule at the start of the project. The contractor shall be required to submit monthly schedule updates, which shall be reviewed by the Resident Engineer. The contractor shall be required to correct any discrepancies prior to approval. Each week the Resident Engineer shall require and review the three-week look-ahead schedule from the contractor. This schedule shall assist in managing the contractor's progress and allow our team to coordinate and schedule materials and soils testing. The contractor shall be issued WSWDs to document the progress of the work and the number of working days expended during the project.

Task 2.5 Cost Control

Cost control is an ongoing task throughout the life of the project. Costs shall be carefully managed to contain expenditures within the available budget. Consultant shall also pursue cost savings measures and seek to identify and implement cost reducing opportunities throughout the project. The project's document control system shall be used to track and monitor the actual construction costs on a project. The tracking of contract item payments and quantities is incorporated into the progress payment spreadsheet.

Tracking of contract change order payments, extra work, supplemental work, and item overruns and under runs shall also be tracked. The project contingency balance shall be verified as part to the monthly progress pay estimate review and submittal. The Resident Engineer shall work closely with the City's Project Manager, the Design Engineer, and the contractor to resolve all change orders and or disputes.

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Task 2.7 Submittals/RFIs

Consultant shall perform timely review of submittals and RFIs. All submittals and RFIs shall be stamped, logged, and distributed as necessary. The Resident Engineer shall monitor the log to verify responses are submitted in a timely manner. Initial submittals to be reviewed and approved as the first order of work include:

- SWPPP
- Schedule
- Traffic Control Plans
- Mix designs for asphalt paving and PCC

Task 2.8 Change Orders and Claims Management

The main objective relating to claims on any project is to avoid them where possible. Consultant shall work to ensure conflicts in the field are identified ahead of the scheduled work the conflict shall affect, work to reduce or minimize third party impacts to the work, and notify the contractor in a timely manner so the schedule is not disrupted. The Resident Engineer shall evaluate and negotiate all change orders throughout the project. Consultant shall maintain a log of all change orders and shall track extra work reports and maintain daily reports of change order work. That said, if a dispute has been filed, Consultant shall work diligently to thoroughly understand the nature and extent of the dispute and resolve it as quickly as possible. The Consultant shall keep detailed record throughout the project, daily diaries and weekly team meetings are paramount to evaluate the validity and costs associated with any notice of potential claim (NOPC). Notices of Potential Claims submitted by the contractor shall be acted on and processed in a timely manner in accordance with the contract documents and City procedures.

Task 2.9 Construction Inspection

Consultant shall approach inspection with the understanding they are an extension of the City and representing the community to ensure the contractor is providing a quality product that conforms to the project documents and governing codes. The Construction Inspector's primary duties are to inspect and verify all work in place meets the requirements of the contract. The Construction Inspector shall also be proactive and prepare for upcoming scheduled work items, and assist the Resident Engineer in resolving issues that may arise in the field. The Construction Inspector's responsibilities shall include:

- **Quality Assurance** Inspect all work to ensure it meets the requirements and quality of work outlined in the contract documents including grade and alignment, traffic control, materials sampling and testing. Any deficient work shall be rejected.
- **Daily Inspection Diaries/Documentation** The daily report shall include an accurate description of the labor and equipment, description of work, offsets, and/or depths of work, safety issues, quantities, and weather conditions. The Construction Inspector shall submit labor compliance reviews and material verifications; prepare quantity calculation sheets; and maintain as-builts.
- **Coordination** Coordinate with contractor, City, utility agencies.
- **Permit/SWPPP Compliance** Monitor work for compliance with project permits, perform SWPPP inspections for compliance, and ensure the project meets Regional Water Quality Control Board (RWQCB) regulations.
- **Traffic Control** Review all traffic control for compliance per MUTCD and performed in a safe manner.
- **Photo Record Maintenance** Regularly photograph construction activity/progress.
- **Verification of Material and Equipment** Verify the delivered items conform to the project specifications and approved submittals.
- **Americans with Disabilities Act (ADA) Compliance** Ensure compliance with ADA requirements.
- **Off-Site Inspections** Consultant shall schedule and coordinate off-site inspections.

Task 2.10 Site Documentation

Consultant shall take pre-construction site photos to document the existing condition of the project limits and any haul routes. This documentation often helps alleviate any potential disputes between the City, contractor, and property owners within or adjacent to the project limits. The Consultant shall document construction as it progresses. All photos shall be logged and filed in the project files.

Task 2.11 Safety

The contractor has sole responsibility for compliance with safety requirements on the construction contract, but the Consultant shall be responsible of monitoring compliance with their safety program and advising the contractor of observed deficiencies. The Resident Engineer and Construction Inspector are knowledgeable of the Cal/OSHA

Construction Safety Orders and shall monitor the contractors work to ensure the public, the contractor forces, and the inspection staff is working in a safe environment. Measures used shall include:

- Reviewing the project for safety considerations.
- Identifying any unsafe conditions whether Imminent, Serious, or Minor/Non-serious condition(s,) and notifying the contractor to correct the unsafe condition.
- Ensuring the contractor complies with all the construction safety orders as outlined in the Cal/OSHA Construction Safety Orders.
- Reviewing the contractor's traffic control on a daily basis, the Caltrans Safety Manual, and the contractor's approved Safety Plan shall also guide our Construction Inspector in monitoring the contractor's safety program.

Task 2.12 SWPPP and Permits

Permits are some of the most important items in performing work on any construction project, especially in stormwater pollution control. Consultant shall monitor the construction and coordinate with permitting agencies to ensure all work items are performed in accordance with the permit requirements.

Task 2.13 Materials Testing

The Resident Engineer shall be responsible for coordinating the materials testing program with Fugro Consultants, Inc. The Consultant shall coordinate closely with the contractor and materials lab to adhere to the specifications and ensure testing is performed in accordance with the City's QAP. The Materials Testing tasks include laboratory testing of proposed construction materials; in-place density testing of Class II Base, and Hot Mix Asphalt (HMA); and PCC sampling and testing.

Task 2.14 Surveying

Consultant shall provide monument preservation of all record monuments in the construction zone. This shall include research of record documents, pre and post corner records. Consultant shall verify existing control and maintain for the duration of the project. Consultant shall be responsible for the construction layout of demo limits, curb and gutter, raised medians, sidewalks, ADA ramps, street lights and pull boxes.

PHASE 3.0 POST-CONSTRUCTION PHASE SERVICES

Task 3.1 Project Close-Out

Consultant shall maintain an up-to-date set of as-built plans, quantities, CCOs, and general recordkeeping throughout the project's construction in order to expedite and ensure the accuracy of the final documents and reports. The Resident Engineer, with the assistance of the Construction Inspector, shall prepare and submit a final punch list of outstanding contract items to the contractor.

A final walk through of the project shall be scheduled with City, and any other parties that the City wishes to include. The Resident Engineer shall ensure all concerns are

addressed prior to recommending final acceptance of the contract to the City. Once all documentation is provided by the contractor, Consultant shall submit a Final Pay request for final payment.

ATTACHMENT 2

MNS Engineering Agreement (2016-143) Amendment #2 for Construction
Management for the Hollister Class 1 Bike Path Project

**AMENDMENT NO. 2
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
MNS ENGINEERS, INC.**

This Amendment No. 2 ("Amendment") to a PROFESSIONAL DESIGN SERVICES AGREEMENT is made this 5th day of June, 2018, between the **CITY OF GOLETA**, a municipal corporation ("City") and **MNS ENGINEERS, INC.**, a California Corporation ("Consultant") dated November 14, 2016 ("Agreement", Agreement No. 2016-143).

RECITALS

WHEREAS, the City has a need for professional services for construction management, inspection & material testing (CMIT) in conjunction with the Hollister Class I Bike Path Project; and

WHEREAS, on December 5, 2017, the Agreement was amended to provide additional compensation in the amount of \$31,000 for a total compensation not to exceed four hundred seventy-five thousand ninety-six dollars (\$475,096) and to revise Exhibit A entitled "Scope of Work"; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed four hundred seventy-five thousand ninety-six dollars (\$475,096); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of fifty-two thousand four hundred dollars (\$52,440) for continued tasks in conjunction with the Hollister Class I Bike Path Project; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the agreement on June 30, 2018; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination date of the agreement to June 30, 2019; and

WHEREAS, the City Council approved this Amendment No. 2, pursuant to the Goleta Municipal Code Section 3.05.240 on this 5th day of June, 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 \$52,440 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 \$527,536.00 (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, 2019, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (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 to read in its entirety.

The term of this Agreement is from the date first written above to June 30, 2019, 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

Michelle Greene, City Manager

James Salvito, President

ATTEST:

Deborah Lopez, City Clerk

Greg Chelini, Vice President

APPROVED AS TO FORM



Winnie Cai, Deputy City Attorney