



TO: Mayor and Councilmembers

FROM: Charles W. Ebeling, Public Works Director

CONTACT: Teresa Lopes, Senior Project Engineer

SUBJECT: Amendment No. 3 to the Professional Design Services Agreement (#2015-058) with Drake Haglan and Associates for the San Jose Creek Bike Path Southern Extent Project

RECOMMENDATION:

Authorize the City Manager to execute Amendment No. 3 to the Professional Design Services Agreement No. 2015-058 with Drake Haglan and Associates for Professional Design Services for the San Jose Creek Bike Path Southern Extent Project (CIP 9006), to extend the term of the agreement to June 30, 2020.

BACKGROUND:

The purpose of the San Jose Creek Bikeway Project Southern Segment (CIP 9006) is to provide a safe, direct and continuous bikeway route for both commuting and recreational bicyclists from commercial and residential areas within the Goleta Old Town area to the existing Atascadero Creek Bikeway (a segment of the California Coastal Trail). The existing Atascadero Creek Bikeway provides direct access to Goleta Beach, UCSB and densely populated Isla Vista to the west and other areas of Goleta Valley as well as Santa Barbara to the east. In addition to being a standalone project with independent utility, this project comprises an important link of the much larger San Jose Creek Bike Path which extends from Cathedral Oaks Rd to the Atascadero Creek Bike Trail. When complete this project will directly connect to the middle and northern segments of the San Jose Creek Bike Path.

The limits of the San Jose Creek Bike Path Southern Extent are from Hollister Avenue (northern limit) to the Atascadero Creek bike path off Sandpit Road/Moffett Place (southern limit). The project is mostly within the City of Goleta but the portion south of South Street lies within the County of Santa Barbara. The City of Goleta is working in conjunction with the County of Santa Barbara on the project with the City as the lead agency.

In 2003, the County prepared a draft Project Study Report / Project Report (PSR/PR) for the Southern Extent/South Segment between Hollister Avenue and Atascadero Bike

Path (along SR 217) which was submitted to Caltrans for review. Following this, the City and County jointly prepared a draft Mitigated Negative Declaration (MND) for the South Segment. The Draft MND was circulated for public review in 2005 and the City/County received comments. However, the MND was not finalized because the only build alternative was not considered viable due to Southern California Gas Company's position to not allow use of their tunnel under Route 217. Recently, however, Caltrans began a project to replace the SR 217 Bridge over San Jose Creek for structural reasons, which presents an opportunity to propose that Caltrans accommodate and incorporate the Southern Extent of the San Jose Creek bike path into their final bridge design.

The project is supported by the County of Santa Barbara, SBCAG, the Santa Barbara Bicycle Coalition (SBBIKE), the University of California Santa Barbara (UCSB), and Coalition for Sustainable Transportation (COAST). Preliminary discussion has also been held with the Southern California Gas Company regarding the proposed new alignments for the bike path.

DISCUSSION:

Drake Haglan and Associates (DHA) currently have a Professional Design Services agreement to provide preliminary engineering for the San Jose Creek Bike Path Southern Extent project. On July 30, 2015, the City Manager authorized Agreement No 2015-058 with DHA to provide professional engineering services to perform preliminary design for a total not-to-exceed of \$29,840, with a termination date of June 30, 2016. On December 15, 2015, City Council authorized the City Manager to execute Amendment No. 1 for additional compensation in the amount of \$77,020 for preparation of a complete PSR-PDS for a new total not-to-exceed of \$106,860 and to extend the term to June 30, 2017. On June 20, 2017 City Council authorized the City Manager to execute Amendment No. 2 to only extend the term of the agreement an additional one year. This agreement is due to expire on June 30, 2018.

Several alternative alignments for the proposed bike path have been examined by DHA and presented to the County of Santa Barbara as well as Caltrans. The City along with the County of Santa Barbara and Caltrans, have met, both in the office and in the field, to evaluate alignment options for this South Segment project. Three alignment alternatives have been identified and evaluated for consideration based on limited impacts to resources, increased functionality/safety and to minimize cost.

DHA has prepared the Project Initiation Proposal (PIP) along with the required Transportation Planning Scoping Information Sheet (TPSIS) form and these documents have been submitted to Caltrans as the first step in the project development process required by Caltrans. A Pre-PID (Project Initiation Document) meeting has been scheduled with Caltrans for June 13, 2018. At this meeting the project will be discussed and the Project Initiation Document (PID) necessary for this project will be identified. Next steps will include preparation of the PID and the associated Environmental Document.

To facilitate continued work on the project through the preliminary engineering phase it is necessary to extend the term of the current agreement with DHA. Once Caltrans has identified what level PID will be required for the project, DHA will prepare a new scope of work and cost associated for the preparation of the document. Public Works will return to City Council with the new scope of work to prepare the PID at a future date. We are recommending the approval and authorization of the City Manager to execute Amendment No. 3 to the Professional Design Services agreement with DHA to extend the term of the agreement to June 30, 2020 (Attachment 2).

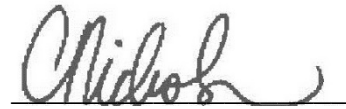
FISCAL IMPACTS:

There are no fiscal impacts associated with this amendment. The amendment is only to extend the term of the agreement for an additional two years ending June 30, 2020. There is sufficient GTIP funds for this project under account 220-5-9006-706.

ALTERNATIVES:

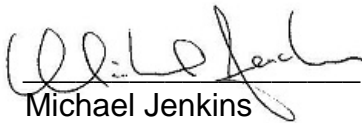
The City Council may elect not to authorize this amendment, doing so would result in the contract expiring and DHA would not be authorized to continue work past the current expiration date.

Reviewed By:



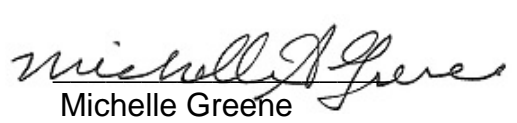
Carmen Nichols
Deputy City Manager

Legal Review By:



Michael Jenkins
City Attorney

Approved By:



Michelle Greene
City Manager

ATTACHMENTS:

1. Professional Services Agreement Amendment 3 with Drake Haglan and Associates
2. Professional Services Agreement #2015-058 and Amendments 1 to 2 with Drake Haglan and Associates

ATTACHMENT 1

Professional Services Agreement 2015-058 Amendment 3 with Drake Haglan and Associates

**AMENDMENT NO. 3
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DRAKE HAGLAN AND ASSOCIATES**

This **Amendment No. 3** to a PROFESSIONAL DESIGN SERVICES AGREEMENT by and between the **CITY OF GOLETA**, a municipal corporation ("City") and **DRAKE HAGLAN AND ASSOCIATES**, a California Corporation ("Consultant") dated July 30, 2015 ("Agreement" Agreement No. 2015-058) is made on this 19th day of June, 2018.

RECITALS

WHEREAS, this Agreement was entered into to provide the City with professional engineering services in conjunction with the San Jose Creek Southern Extent project; and

WHEREAS, on July 30, 2015, the parties entered into an agreement for a total not-to-exceed amount of \$29,840; and

WHEREAS, on December 15, 2015, the Agreement was amended to provide additional compensation in the amount of \$77,020 for a total not to exceed amount of \$106,860 ("Amendment No. 1"); and

WHEREAS, on June 20, 2017, the Agreement was amended so as to extend the termination date to June 30, 2018 ("Amendment No. 2"); 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 of the Agreement to June 30, 2020; and

WHEREAS, the City Council approved this Amendment No. 3 on this 19th 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 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional two years to read in its entirety:

The term of this Agreement is from the date first written above to June 30, 2020, 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.

2. 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. 3 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Craig Drake, CFO

ATTEST:

Deborah Lopez, City Clerk

Dennis M. Haglan, President

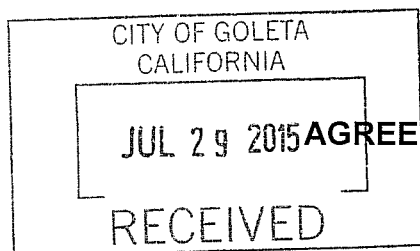
APPROVED AS TO FORM



Winnie Cai, Deputy City Attorney

ATTACHMENT 2

Professional Services Agreement #2015-058 and Amendments 1 to 2 with Drake
Haglan and Associates



Project Name: San Jose Creek Bike Path Southern Extent

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

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES is made and entered into this 30th day of July, 2015, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **DRAKE HAGLAN AND ASSOCIATES**, (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 chosen from the City of Goleta's Pre-Authorized Qualified Consultants List to provide Professional Design Services and selected for award of this AGREEMENT by Department Director; and

WHEREAS, the City Manager is authorized by Goleta Municipal Code Section 3.05.240 to execute this AGREEMENT because the value of the AGREEMENT is less than \$30,000.

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 the San Jose Creek Southern Extent project. Services shall generally include preliminary engineering and preparation of a Project Study Report-Project Development Support (PSR-PDS) for the implementation of a new Class I bicycle/pedestrian path to be constructed as part of the replacement of the State Route 217 structure over San Jose Creek, as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated

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

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$29,840 (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, 2016, 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. 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.

CITY shall perform the services defined in Exhibit "A".

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to June 30, 2016, 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. Craig Drake 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. 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

City of Goleta

PWD agreement with Drake Haglan and Associates

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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 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 CONSULTANTs 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 consultant 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, including a CITY business license, 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 Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO CONSULTANT:

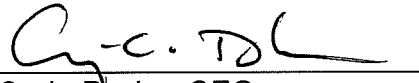
Attention: Craig Drake
Drake Haglan and Associates
11060 White Rock Road, Suite 200
Rancho Cordova, CA 95670

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

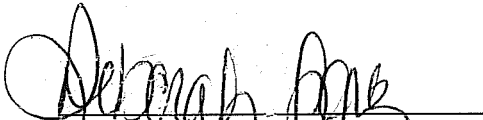
CITY OF GOLETA

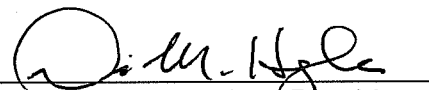

Michelle Greene, City Manager

CONSULTANT


Craig Drake, CFO

ATTEST:


Deborah Lopez, City Clerk


Dennis M. Haglan, President

APPROVED AS TO FORM


Tim W. Giles, City Attorney

Exhibit A Scope of Work

TASK 1. PROJECT MANAGEMENT

1.1 Project Management

Consultant shall supervise, coordinate, and monitor the development of the Project Study Report-Project development Support (PSR-PDS) for the implementation of a new Class I bicycle pedestrian path to be constructed as part of the Caltrans replacement of the State Route 217 structure over San Jose Creek, to assure timely and efficient progress of the work. Consultant shall attend a project kickoff meeting with the City and hold regular coordination meetings by phone with City. Consultant shall provide minutes of all meetings. Project Manager shall assure conformance to the City standards and policies, prepare monthly invoices, progress reports, and maintain project files.

Deliverables:

- Monthly invoices with progress report
- One (1) kick-off meeting and up to four (4) coordination conference calls with City

TASK 2. PROJECT STUDY REPORT-PROJECT DEVELOPMENT SUPPORT

Consultant shall gather and review available existing information and reports relevant to the project site, history, and planning context from the City. These shall include engineering as-builts, utility maps, City planning documents, previous study reports, and any other relevant data. This data shall be reviewed and incorporated in the various sections of the PSR-PDS as necessary.

Consultant shall prepare the draft Purpose and Need statement needed for the proposed project. The Purpose and Need statement will define the deficiencies and problems the project is trying to address and identify the primary purpose of the project.

Consultant shall conduct a project site visit to evaluate, document existing conditions, and identify features needing improvements.

Deliverables:

- Retrieve prior PSR/PR reports, alternatives analysis, etc.
- Retrieve right of way record maps
- Project Purpose and Need Statement
- Site visit with photos

2.2 Identify Design Alternative

Consultant shall work with the City to identify alignments and bridge design alternatives. Consultant shall evaluate the cross section of the bridge to fully consider effects of sea level rise. Consultant shall develop two (2) different alternatives. The alternatives shall be analyzed and evaluated to qualitatively identify the cost, pedestrian/bike accessibility benefits, safety, design exceptions, environmental impacts, right of way and utility impacts, maintenance requirements, and overall potential usefulness to the community.

Deliverables: Two (2) design alternatives

2.3 Develop Preliminary Geometrics

Consultant shall develop a Preliminary Geometric Plan for the preferred alternative in AutoCAD format. The preliminary geometric plan shall include base map information from as-built and collected data such as existing roadway layout, topographic contours and elevations (if available), existing utility, storm drain lines, right of way lines, and other relevant features. The Geometric Layout of the preferred alternative shall be shown with alignment data, horizontal layout information, profile, and typical cross sections. The bridge geometrics from the Caltrans PSR-PDS for the SR 217 bridge replacement (dated June 2013) shall be used as a basis for the proposed Class I Bike Path details. The subject study shall only provide updated engineering for the proposed Class I facility on the north side of the structure.

Consultant shall assume one round of reviews/revisions of study and plan with City staff for this phase.

Deliverables:

- Draft and final Preliminary Geometric Plan for preferred alternative
- Draft and final Bridge Advance Planning Study for preferred structure alternative
- Advance Planning Study Checklist

2.4 Identify Right of Way Requirements and Utility Impacts

Consultant shall establish the approximate existing right of way for project area from right of way record maps, available City information, and as-builts. Consultant shall work with City to identify any potential right of way takes needed for the proposed alternatives. Consultant shall work with the City to identify current market right of way values for cost estimating purposes and help identify right of way impacts of alternatives including property types and takes, severance damages, relocation assistance, and loss of business goodwill. Consultant shall not make direct contact with any owners or lessees for this phase of the project development.

The Consultant shall assume that any utility relocations are being designed and

constructed by the overall bridge replacement project, and do not impose costs which must be borne by the Class I bike path project that is the subject of this study.

Deliverables: Preliminary existing right of way and right of way impacts assessment.

2.5 Develop Cost Estimate

Consultant shall develop a preliminary cost estimate for the City-preferred alternative. The cost estimate prepared shall include anticipated construction capital cost, assumed right of way costs, and support “soft” costs for future phases. The cost estimate shall be based on the “6-page format” typically used by Caltrans for the Project Initiation Document (PID) phase. The cost estimate shall quantify the incremental cost to add the proposed Class I bike facility on the north side of the bridge to the overall bridge replacement project.

Deliverables: Preliminary cost estimate for preferred alternative.

2.6 Assessment of Environmental Level of Effort

Consultant shall prepare an assessment of the level of effort needed to obtain environmental clearance for the project based on the site visit and research of any preliminary environmental documentation that has been previously prepared for the bridge replacement project. Consultant understands that the project will require both NEPA and CEQA environmental clearance. Consultant understands that the bridge replacement project has already begun its PA/ED process, and assumes that the clearance of the proposed Class I bike path will be an amendment to the eventual environmental documentation for the overall bridge replacement project rather than a stand-alone environmental document.

2.7 Prepare PSR-PDS Document

Consultant shall prepare the PSR-PDS document in accordance with Chapter 9 and Appendix P of the Caltrans Project Development Procedures Manual (PDPM). The PSR-PDS shall incorporate summary from all the other studies and work tasks outlined in this Scope of Work.

Deliverables: Draft and final PSR-PDS.

Exhibit B Compensation

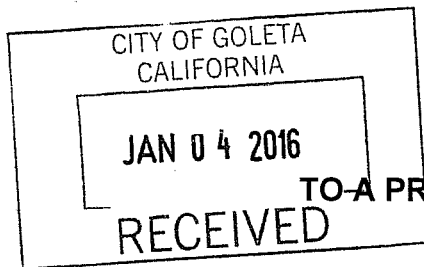
Classification	Range	Hourly Rate
Principal Bridge Engineer/Principal Transportation Engineer/Engineering Services Manager/Project Manager		\$210.00
Senior Specialist/Environmental Services Manager		\$185.00
Senior Bridge Engineer/Senior Transportation Engineer/Resident Engineer/Project Engineer	Range A Range B Range C Range D	\$145.00 \$160.00 \$170.00 \$200.00
Bridge Engineer/Transportation Engineer	Range A Range B Range C	\$125.00 \$130.00 \$145.00
Senior Highway Designers/Senior Construction Inspectors/ Environmental Coordinator	Range A Range B Range C	\$100.00 \$120.00 \$140.00
Assistant Bridge Engineer/Assistant Transportation Engineer/Environmental Assistant	Range A Range B Range C	\$60.00 \$110.00 \$120.00
Environmental Coordinator/Planner/Biologist	Range A Range B Range C	\$100.00 \$110.00 \$120.00
Highway Designer/Construction Inspector	Range A Range B Range C	\$90.00 \$100.00 \$110.00
CAD Manager		\$130.00
Senior CAD Draftsperson		\$120.00
CAD Draftsperson	Range A Range B Range C	\$85.00 \$95.00 \$105.00

Classification	Range	Hourly Rate
Admin & Word Processing	Range A	\$60.00
	Range B	\$75.00
	Range C	\$80.00
Administrative Manager		\$100.00

Vehicle Mileage

Current IRS Standard Rate

Hourly charges include provision for normal office overhead costs, such as office rental, utilities, insurance, clerical services, equipment, normal supplies and materials, and in-house reproduction services. Other project specific expenses such as travel, special consultants, and purchased outside services will be billed at cost.



**AMENDMENT No. 1
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DRAKE HAGLAN AND ASSOCIATES**

This **Amendment No. 1** (Amendment) is made this 15th day of December, 2015 to a Professional Design Services Agreement between the **CITY OF GOLETA**, (City), and **DRAKE HAGLAN AND ASSOCIATES** (Consultant) dated July 30, 2015 ("Agreement").

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed twenty nine thousand eight hundred forty dollars (\$29,840); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of seventy seven thousand twenty dollars (\$77,020) for preparation of a complete Project Study Report - Project Development Support (PSR-PDS); and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the AGREEMENT on June 30, 2016; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the AGREEMENT to June 30, 2017; and

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

WHEREAS, the parties desire to amend Exhibit A of the Agreement by adding additional services to complete the preparation of a Project Study Report - Project Development Support (PSR_PDS) addressing the full alignment of the San Jose Creek Bike Path Southern Extent as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and

WHEREAS, the City Council, on this 15th day of December, 2015, approved this AGREEMENT and authorized the City Manager to execute this AGREEMENT per the Goleta Municipal Code Section 3.05.240.

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 \$77,020 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 \$106,860 (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, 2017, 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 year and to read in its entirety.

The term of this Agreement is from the date first written above to June 30, 2017, 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. All services shall be completed within the term of this Agreement following the notice to proceed.

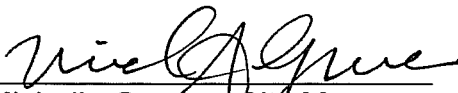
3. This Agreement is amended to delete and replace in its entirety:

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

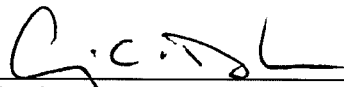
4. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

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

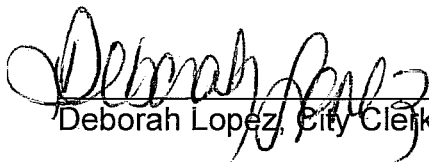
CITY OF GOLETA

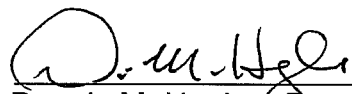

Michelle Greene, City Manager

CONSULTANT


Craig Drake, CFO

ATTEST:


Deborah Lopez, City Clerk


Dennis M. Haglan, President

APPROVED AS TO FORM


Tim W. Giles, City Attorney

Exhibit A-1 Scope of Work

A. Develop PSSR Document for the bike path alignment along SR 217

Task 1A – Compile Data and Update the Project Definition:

Consultant shall gather and review available existing information and reports relevant to the project site, history, and planning context from the City. These shall include past City planning documents, Caltrans planning documents, previous study reports, and any other relevant data. Consultant shall assess the existing reports and develop an information needs list based on the goals of this project. Consultant shall develop a Plan of Action based on the assessment of the condition of the existing studies.

Consultant shall prepare the draft Purpose and Need statement needed for the proposed project. The Purpose and Need statement shall define the deficiencies and problems the project is trying to address and identify the primary purpose of the project. This information is required so that the level of effort for the bike path environmental document can be evaluated for impacts to the Caltrans project development schedule. The project description shall include conceptual tie-in to the adjacent bike path middle extent north of Hollister Avenue.

Task 2A – Bike Path Alignment within Caltrans Right-of-Way

Consultant shall develop an alignment for the bike path within the Caltrans right-of-way. This alignment shall be developed using the geometrics from the Caltrans PSSR for the SR 217 bridge replacement (dated June 2013). The alignment shall include layouts and cross sections of the proposed alignment, including the geometry of the Sandspit Road off-ramp just south of the bridge. The bridge geometrics from the Caltrans PSR-PDS for the SR 217 bridge replacement (dated June 2013) shall be used as a basis for the proposed Class I Bike Path details. The subject study shall only provide updated engineering for the proposed Class I facility on the north side of the structure. The geometrics shall be prepared in Caltrans format according to the Caltrans Plans Preparation Manual.

The layouts shall include existing information from as-built and collected data such as existing roadway layout, topographic contours and elevations (if available), existing utility and storm drain lines, right of way lines, and other relevant features. Potential exceptions to design standards, if any, shall be identified with an analysis of measures that can be taken to reduce or eliminate the potential design exceptions. The alignment geometry shall consider impacts from Sea Level Rise.

These layouts shall be developed in consultation with Caltrans District 5 staff so that any potentially fatal obstacles can be discussed and resolved as early as possible.

Task 3A - Assessment of Environmental Compliance

Consultant shall evaluate the Bike Path project for required environmental studies and level of environmental document needed. The Caltrans standard Preliminary Environmental Study form shall be completed to define the baseline studies and permits needed. A draft project environmental schedule shall be prepared that includes CT encroachment permit, environmental certification and coastal development permit

Task 4A - Funding Plan, Cost Estimates and Schedule

Consultant, in collaboration with the City, shall develop a project funding plan for the Bike Path project. The plan is expected to include a discussion of all funding sources currently available to the City for this project. Other potential sources of funding such as grants and competitive state federal programs shall be summarized, with a timeline of submittal dates for these funding opportunities.

Task 5A – Integration with Caltrans Bridge Replacement Project

Consultant shall evaluate the Southern Extent bike path project in relation to the Caltrans SR 217 Bridge replacement project. Consultant shall prepare and submit an executive level document that outlines and summarizes the key milestones for both projects. A risk analysis matrix for the bike path shall be prepared to help substantiate a decision on the ultimate bridge width provided on the SR 217 Bridge.

Consultant shall attend up to three face to face meetings either at the City of Goleta or at Caltrans District 5 offices in San Luis Obispo.

Task 6A - Project Scope Summary Report

Consultant shall prepare a report of findings regarding the bike path project scope, cost and schedule utilizing the familiar Caltrans Project Scope Summary Report (PSSR) format.

Deliverables:

- Draft Project Purpose and Need Statement
- Preliminary Bike Path Alignment at SR 217 Bridge and with CT Right-of-Way
- Preliminary Concepts for Bike Path Southern Extent Tie In to the Middle Extent
- Proposed Modified Bridge Advance Planning Study
- Environmental Checklist (PES Form)
- Project Cost Estimates and Funding Plan
- Risk Analysis
- PSSR Submittal

B. PREPARE PROJECT STUDY REPORT_PROJECT DEVELOPMENT SUPPORT (PSR-PDS)

TASK 1B. PROJECT MANAGEMENT

1.1B Project Management

Consultant shall supervise, coordinate, and monitor the development of the Project Study Report-Project development Support (PSR-PDS) for the implementation of a new Class I bicycle pedestrian path to be constructed as part of the Caltrans replacement of the State Route 217 structure over San Jose Creek, to assure timely and efficient progress of the work. Consultant shall attend a project kickoff meeting with the City and hold regular coordination meetings by phone with City. Consultant shall provide minutes of all meetings. Project Manager shall assure conformance to the City standards and policies, prepare monthly invoices, progress reports, and maintain project files.

Deliverables:

- Monthly invoices with progress report
- One (1) kick-off meeting and up to four (4) coordination conference calls with City

TASK 2B. PROJECT STUDY REPORT-PROJECT DEVELOPMENT SUPPORT (PSR-PDS)

2.1B Compile Additional Data and Re-define/Expand Project Purpose and Need

Consultant shall gather and review available existing information and reports relevant to the project site, history, and planning context from the City. These shall include engineering as-builts, utility maps, City planning documents, Caltrans planning documents, previous study reports, and any other relevant data. This data shall be reviewed and incorporated in the various sections of the PSR-PDS as necessary.

Consultant shall modify and expand on the draft Purpose and Need statement needed for the proposed project prepared in Task 1A to address the southern extent project as a whole including the portion along SR 217. The Purpose and Need statement will define the deficiencies and problems the project is trying to address and identify the primary purpose of the project.

Consultant shall conduct a project site visit to evaluate, document existing conditions, and identify features needing improvements.

Deliverables:

- Retrieve prior PSR/PR reports, alternatives analysis, etc.
- Retrieve right of way record maps
- Project Purpose and Need Statement
- Site visit with photos

2.2B Identify Design Alternative

Consultant shall work with the City to identify alignments. Although the alignment of the path is generally dictated by the alignment of SR 217, the geometry of the bike path may present opportunities to reduce costs or simplify construction. The Consultant shall develop up to three (3) different alternatives. The alternatives shall be analyzed and evaluated to qualitatively identify the cost, pedestrian/bike accessibility benefits, safety, design exceptions, environmental impacts, right of way and utility impacts, maintenance requirements, and overall potential usefulness to the community.

Deliverables:

- Three (3) design alternatives

2.3B Develop Preliminary Geometrics

Consultant shall develop a Preliminary Geometric Plan for the preferred alternative in AutoCAD format. The preliminary geometric plan shall include base map information from as-built and collected data such as existing roadway layout, topographic contours and elevations (if available), existing utility, storm drain lines, right of way lines, and other relevant features. The Geometric Layout of the preferred alternative shall be shown with alignment data, horizontal layout information, profile, and typical cross sections.

Consultant shall assume one round of reviews/revisions of study and plan with City staff for this phase.

Deliverables:

- Draft and final Preliminary Geometric Plan for preferred alternative

2.4B Identify Right of Way Requirements and Utility Impacts

Consultant shall establish the approximate existing right of way for project area from right of way record maps, available City information, and as-builts. Consultant shall work with City to identify any potential right of way takes needed for the proposed alternatives. Consultant shall work with the City to identify current market right of way values for cost estimating purposes and help identify right of way impacts of alternatives

including property types and takes, severance damages, relocation assistance, and loss of business goodwill. Consultant shall not make direct contact with any owners or lessees for this phase of the project development.

The Consultant shall assume that any utility relocations will be governed by the master agreements between Caltrans and the various utilities, and the costs which must be borne by the Class I bike path project that is the subject of this study will be dictated by those agreements..

Deliverables:

- Preliminary existing right of way and right of way impacts assessment

2.5B Develop Cost Estimate

Consultant shall develop a preliminary cost estimate for the City-preferred alternative. The cost estimate prepared shall include anticipated construction capital cost, assumed right of way costs, and support “soft” costs for future phases. The cost estimate shall be based on the “6-page format” typically used by Caltrans for the Project Initiation Document (PID) phase.

Deliverables:

- Preliminary cost estimate for preferred alternative

2.6B Preliminary Environmental Analysis Report (PEAR)

Consultant shall prepare the Preliminary Environmental Analysis Report (PEAR). The Preliminary Environmental Analysis Report is a scoping document that will identify potential environmental issues, constraints, assumptions, and risks that will need to be considered in the subsequent phases of project development; the anticipated level of environmental document; and the estimated resources and schedule needed to complete the environmental document.

In order to determine the appropriate level of environmental document, the Consultant shall make a preliminary determination of whether the project may have a significant effect on the environment. The information contained in the PEAR also serves as the foundation for the environmental team to begin studies in the PA&ED phase and to facilitate early consultation with federal and state resource agencies and other parties.

The PEAR shall consists of the following sections:

1. Project Information
2. Project Description
3. Anticipated Environmental Approval

4. Special Environmental Consideration
5. Environmental Commitments Summary
6. Permits and Approvals
7. Risks and Assumptions
8. Technical Summaries
9. Summary Statement for PSR-PDS
10. Disclaimer
11. Preparer Review Signatures
12. Review and Approval Signatures
13. Attachments
 - a. PEAR Environmental Studies Checklist
 - b. Resource Estimates
 - c. Schedule

Consultant shall summarize the information provided in the PEAR in the PSR-PDS, and include the PEAR as an attachment

Deliverables:

- Preliminary Environmental Analysis Report (PEAR)

2.7B Prepare PSR-PDS Document

Consultant shall prepare the PSR-PDS document in accordance with Appendix S of the Caltrans Project Development Procedures Manual (PDPM). The PSR-PDS shall incorporate summary information from all the other studies and work tasks outlined in this Scope of Work.

The PSR-PDS shall include:

- Cover Sheet
- Vicinity Map
 - Registered Professional Stamp
- Table of Contents
 - Main Body of the PSR-PDS
 1. Introduction
 2. Background
 3. Purpose and Need
 4. Traffic Engineering Performance Assessment (TEPA)
 5. Deficiencies
 6. Corridor and System Coordination
 7. Alternatives
 8. Right of Way
 - a. Utilities
 - b. Railroad

9. Stakeholder Involvement
10. Environmental Determination/Documentation
11. Funding
 - a. Capital Outlay Project Estimate
12. Schedule
13. Risks
14. FHWA Coordination
15. District Contacts
16. Project Reviews
17. Attachments
 - a. Required Attachments
 - i. Location and/or Vicinity Map
 - ii. Schematic Maps of the Study Area or Alternatives
 - iii. Capital Outlay Project Estimate
 - iv. Typical Cross Sections
 - v. Preliminary Environmental Analysis Report (PEAR)
 - vi. Transportation Planning Scoping Information Sheet
 - vii. Right of Way Conceptual Cost Estimates
 - viii. Risk Register
 - b. Required Supplemental Documents for Project Files
 - i. Quality Management Plan for Locally Implements Projects on the State Highway System
 - ii. Stormwater Documentation
 - iii. PSR-PDS Survey Needs Questionnaire
 - iv. Traffic Engineering Performance Assessment
 - v. Division of Engineering Services PSR-PDS Scoping Checklist
 - vi. For STIP projects, include a Project Programming Request (PPR) form
 - vii. Design Scoping Index or equivalent document
 - viii. Rosters of personnel participating in major reviews
 - ix. Capital Outlay Support Estimate

Consultant assumes one round of reviews/revisions with City staff for this phase.

Deliverables:

- Draft PSR-PDS
- Final PSR-PDS



Agreement No. 2015-058.2
City of Goleta, California

**AMENDMENT NO. 2
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DRAKE HAGLAN AND ASSOCIATES**

This Amendment No. 2 is made this 20th day of June, 2017 to a PROFESSIONAL DESIGN SERVICES AGREEMENT between the **CITY OF GOLETA** ("City") and **DRAKE HAGLAN AND ASSOCIATES** ("Consultant") dated, December 15, 2015 ("Agreement," Agreement No. 2015-058).

RECITALS

WHEREAS, the Agreement was originally entered into to provide the City with Professional Engineering Services in conjunction with the San Jose Creek Southern Extent project; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for termination of the Agreement on June 30, 2017; and

WHEREAS, the parties desire to amend Agreement No. 2 so as to extend the termination date to June 30, 2018; and

WHEREAS, the City Council approved this Amendment No. 2 on this 20th day of June, 2017.

AMENDED TERMS

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

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


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 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.


2. 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.

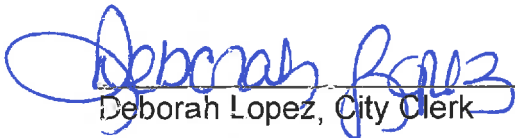
CITY OF GOLETA

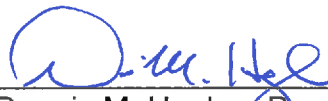

Michelle Greene, City Manager

CONSULTANT


Craig Drake, CFO

ATTEST:


Deborah Lopez, City Clerk


Dennis M. Haglan, President

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney