



**Agenda Item B.15**  
**CONSENT CALENDAR**  
**Meeting Date: June 19, 2018**

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**TO:** Mayor and Councilmembers

**FROM:** Charlie W. Ebeling, Public Works Director

**CONTACT:** Teresa Lopes, Senior Project Engineer

**SUBJECT:** Amendment No. 3 to the Professional Design Services Agreement No. 2016-040 with Drake Haglan and Associates for Professional Design Services for the Hollister Ave Class I Bike Path Project

**RECOMMENDATION:**

Authorize the City Manager to execute Amendment No. 3 to Professional Design Services Agreement No. 2016-040 with Drake Haglan and Associates for the Hollister Class I Bike Path (9039) project 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 \$1,644,000 in a Cycle 1 Active Transportation Program (ATP) grant for project construction. The construction began in May 2017 and is anticipated to be complete in July 2018.

On May 11, 2016, City Manager executed a Professional Design Services Agreement No 2016-040 to Drake Haglan and Associates (DHA) following a competitive Request for Proposal (RFP) from the City's pre-authorized qualified consultant list. The Agreement was for a total amount not-to-exceed of \$29,000 with a term ending June 30, 2017. DHA scope of work in conjunction with the Hollister Class I Bikeway Project (Project) included preliminary engineering and preparation of a Proposed Project exhibit and Construction Cost Estimate for Bike I and Pedestrian Improvements on Hollister Avenue from Ellwood School to Pacific Oaks Road. On June 21, 2016, City Council approved the City Manager to execute an Amendment No 1 to the agreement with DHA for additional compensation in the amount of \$183,229 for a total not-to-exceed of \$212,229, and to amend the scope of work by adding additional services for completing the final plans, specifications and estimate for the Project. On October 18, 2016, City Council approved the City Manager to execute an Amendment No 2 to the agreement for additional compensation in the amount of \$144,393 for a total not-to-exceed of \$356,622, to amend the scope of work by adding additional services for completing the final PS&E, specifications, construction assistance, and estimate for the Project, and to extend the term of the agreement to June 30, 2018 (Attachment 1).

On March 21, 2017, the contract No 2017-017 was awarded to Granite Construction for construction of the Hollister Class I Bike Path project a total amount not-to-exceed \$4,624,820. Additionally, the construction budget included a construction contingency amount of \$462,482.

## **DISCUSSION:**

Project construction is essentially complete. All of the work originally identified in the construction documents at the time of award has been completed within the original contract schedule. Several items of change order work were added to the project which necessitated extending the construction end date past the original completion date. 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 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 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, 2018. Granite was 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.
- 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 a custom ramp configuration. 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.

Repair of a break in the irrigation line at Entrance Road.

- A break in the irrigation line installed with the project was discovered in early May 2018 at the intersection of Entrance Road and Hollister Avenue. The water leaking from the irrigation line caused damage to the adjacent pavement section and curb and gutter. Marina Landscape, the landscape and irrigation subcontractor to Granite, repaired the broken irrigation line. Granite is now in the process of repairing the damage to the pavement section, replacing portions of the curb and gutter and the pedestrian access ramps at Entrance Road. The repairs are considered to be work which is under warranty for the installation of the irrigation system and all costs for the repairs are the financial responsibility of the contractor. No costs associated with this work will be borne by the City.

Because the time period to complete the construction has been extended, it is necessary to extend the terms of the DHA's agreement. Additional time is necessary for DHA to assist with preparation of project as-builts and project closeout once all construction is complete. The current agreement is set to expire on June 30, 2018. In order for DHA to perform the post construction tasks mentioned above which are already included in the scope of work of the agreement, it is necessary to extend the terms of the agreement. No additional costs to the City are to be incurred by extending Drake Haglan's term. Public Works recommends the City Manager to execute Amendment No. 3 to facilitate this work with DHA to only extend the contract to June 30, 2019 (Attachment 2).

**FISCAL IMPACTS:**

There is no fiscal impact associated with this item. The contract amendment is only to extend the term of the agreement, to June 30, 2019.

**ALTERNATIVES:**

The Council may elect not to authorize Amendment No. 3 to the Professional Services Agreement with DHA, 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. Drake Haglan Agreement (2016-040) Amendment #3 for Professional Design Services for the Hollister Class 1 Bike Path Project
2. Drake Haglan Agreement No. 2016-040 and Amendments 1 through 2 for Professional Design Services for the Hollister Class 1 Bike Path Project

## **ATTACHMENT 1**

Drake Haglan Agreement (2016-040) Amendment #3 for Professional Design Services  
for the Hollister Class 1 Bike Path Project



**AMENDMENT NO. 3  
TO A PROFESSIONAL DESIGN 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 May 11, 2016 ("Agreement," Agreement No. 2016-040) is made on this 19<sup>th</sup> day of June, 2018.

**RECITALS**

**WHEREAS**, this Agreement was entered into to provide the City with professional engineering services in conjunction with the Hollister Avenue Class I Bike Path Project; and

**WHEREAS**, on June 21, 2016, the Agreement was amended so as to provide additional compensation in the amount of \$183,229 for a not-to-exceed amount of \$212,229 ("Amendment No. 1"); and

**WHEREAS**, on October 18, 2016, the Agreement was amended so as to provide additional compensation in the amount of \$144,393 for a not-to-exceed amount of \$356,622 ("Amendment No. 2"); and

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 6 for 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, 2019; and

**WHEREAS**, the City Council approved this Amendment No. 3, on this 19<sup>th</sup> 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 year 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.

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, Chief Financial Officer

**ATTEST:**

\_\_\_\_\_  
Deborah Lopez, City Clerk

\_\_\_\_\_  
Dennis M. Haglan, President

**APPROVED AS TO FORM**

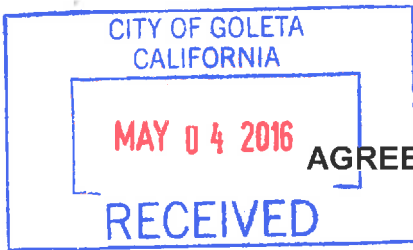
  
\_\_\_\_\_  
Winnie Cai, Deputy City Attorney



## **ATTACHMENT 2**

Drake Haglan Agreement No. 2016-040 and Amendments 1 through 2 for Professional  
Design Services for the Hollister Class 1 Bike Path Project





Project Name: Hollister Ave  
Class I Bike Lane

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

Agreement No. 2016-040  
City of Goleta, California

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES is made and entered into this 11th day of May, 2016, 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 evaluated for award of this AGREEMENT by the Public Works Director following a competitive Request for Proposals from the City's pre-authorized qualified consultants lists for engineering design services ("short list"); 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 Hollister Avenue Class I Bike Project. Services shall generally include preliminary engineering and preparation of a Proposed Project exhibit and Construction Cost Estimate for Bike I and Pedestrian Improvements on Hollister Avenue from Ellwood School to Pacific Oaks Road, as more particularly set forth in the Scope of Work, attached as Exhibit "A" and incorporated herein.

### 3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$29,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the Range "A" 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. With the exception of Jose Silva, Consultant shall not invoice at any range other than Range "A", unless the City agrees in writing in advance of any employee being assigned to a higher billing rate. 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.

**6. TERM, PROGRESS AND COMPLETION**

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.

**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 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 or work product provided under this AGREEMENT.

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

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

## **10. INSURANCE**

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

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 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 subconsultants.

**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 of Goleta  
   130 Cremona Drive, Suite B  
   Goleta, CA 93117

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

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


**CITY OF GOLETA**

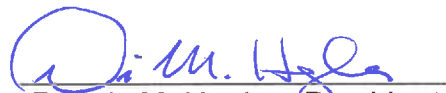
  
Michelle Greene, City Manager

**CONSULTANT**

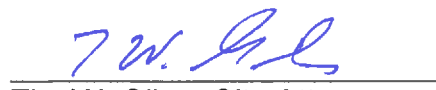
  
Craig Drake, Chief Financial Officer

**ATTEST:**

  
Deborah Lopez, City Clerk

  
Dennis M. Haglan, President

**APPROVED AS TO FORM**

  
Tim W. Giles, City Attorney

## EXHIBIT A SCOPE OF WORK

### TASK 1. PROJECT MANAGEMENT AND COORDINATION

#### 1.1 *Proposed Project Exhibit and Construction Cost Estimate*

Consultant shall review the preliminary project information provided by the City and build upon the previously complete plans and estimate. City does not warrant any information previously completed. Consultant shall review, verify and warrant any information used such that any and all work product produced represents the independent engineering recommendation of Consultant. Consultant shall coordinate with the City to better understand the design criteria, typical section, agreed upon stakeholder requirements, utilities signal locations, storm water management, permitting, esthetics and landscaping, and pavement rehabilitation that is proposed for this segment of Hollister Avenue. Consultant shall incorporate these requirements and prepare an overall project exhibit showing the various elements in color. Consultant shall review the existing quantities and construction cost estimate and prepare an updated opinion of probable construction cost to reflect the agreed upon project design elements. City Staff expects to present the project update to the City Council in mid May 2016, this task is to be complete by April 26, 2016.

### TASK 2. DEVELOP PROJECT WORK PLAN TO COMPLETE PS&E

#### 2.1 *Review Existing Data and Reports*

Consultant shall provide a project development (scope) and delivery schedule (milestones) need to meet the funding deadlines for the project. The scope of work for this agreement does not require Consultant to prepare plans specifications and engineering for construction of the project.

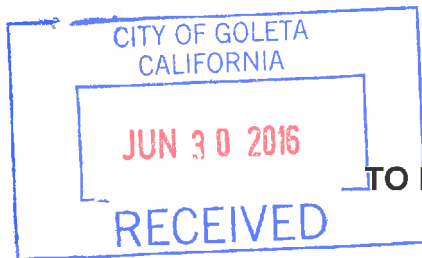
**EXHIBIT B  
SCHEDULE OF FEES**

<b>Classification</b>	<b>Range</b>	<b>Hourly Rate</b>
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	\$152.00 \$170.00 \$177.00 \$221.00
Bridge Engineer/Transportation Engineer	Range A Range B Range C	\$125.00 \$133.00 \$147.00
Senior Highway Designers/Senior Construction Inspectors/ Environmental Coordinator	Range A	\$120.00
Assistant Bridge Engineer/Assistant Transportation Engineer/Environmental Assistant	Range A Range B Range C	\$82.00 \$115.00 \$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
Admin & Word Processing	Range A Range B Range C	\$60.00 \$75.00 \$80.00
Administrative Manager		\$95.00

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

This **Amendment No. 1** ("AMENDMENT") is made this 21st day of June, 2016, to an agreement for Professional Design Services between the **CITY OF GOLETA** ("CITY") and **DRAKE HAGLAN AND ASSOCIATE** ("CONSULTANT") dated May 11th, 2016, ("AGREEMENT").

**RECITALS**

**WHEREAS**, the AGREEMENT between CITY and CONSULTANT currently provides in Section 3 Subsection (a) of for the total compensation amount not to exceed twenty-nine thousand dollars (\$29,000.00); and

**WHEREAS**, the parties desire to amend the AGREEMENT so as to provide for additional compensation in the amount of one hundred eighty three thousand, two hundred and twenty nine dollars (\$183,229.00) to continue design services for the Hollister Avenue Class I Bike Lane Project; 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 for completing the final plans, specifications and estimate as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and

**WHEREAS**, the City Council, on this 21<sup>st</sup> day of June, 2016, approved this AMENDMENT and authorized the City Manager to execute this AMENDMENT per the Goleta Municipal Code 3.05.050.

**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 \$183,229 as follows 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 \$212,229 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the Range "A" 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. Consultant shall not invoice at any range other than Range "A" with the exception of Jose Silva, unless the City agrees in writing in advance of any employee being assigned to a higher billing rate. 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.

2. This Agreement is amended to deleted and replace in its entirety:

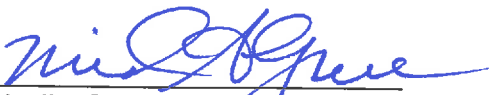
**Exhibit A "Scope of Work"** with **Exhibit A-1 "Scope of Work"** attached hereto and incorporated herein.

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

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

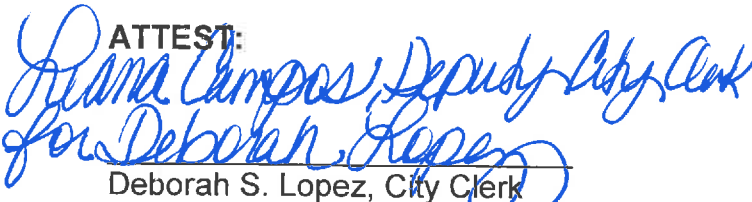
**CITY OF GOLETA**

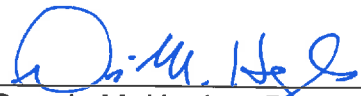
**CONSULTANT**

  
Michelle Greene, City Manager

  
Craig Drake, Chief Financial Officer

**ATTEST:**

  
Deborah S. Lopez, City Clerk

  
Dennis M. Haglan, President

**APPROVED AS TO FORM**

  
Tim W. Giles, City Attorney



## **EXHIBIT A-1 SCOPE OF WORK**

### **TASK 1. PROJECT MANAGEMENT AND COORDINATION**

#### *1.1 Proposed Project Exhibit and Construction Cost Estimate*

Consultant shall review the preliminary project information provided by the City and build upon the previously complete plans and estimate. City does not warrant any information previously completed. Consultant shall review, verify and warrant any information used such that any and all work product produced represents the independent engineering recommendation of Consultant. Consultant shall coordinate with the City to better understand the design criteria, typical section, agreed upon stakeholder requirements, utilities signal locations, storm water management, permitting, esthetics and landscaping, and pavement rehabilitation that is proposed for this segment of Hollister Avenue. Consultant shall incorporate these requirements and prepare an overall project exhibit showing the various elements in color. Consultant shall review the existing quantities and construction cost estimate and prepare an updated opinion of probable construction cost to reflect the agreed upon project design elements. City Staff expects to present the project update to the City Council in mid May 2016, this task is to be complete by April 26, 2016.

### **TASK 2. DEVELOP PROJECT WORK PLAN TO COMPLETE PS&E**

#### *2.1 Review Existing Data and Reports*

Consultant shall provide a project development (scope) and delivery schedule (milestones) need to meet the funding deadlines for the project. The scope of work for this agreement does not require Consultant to prepare plans specifications and engineering for construction of the project.

### **TASK 3. DESIGN CONSIDERATIONS AND ASSUMPTIONS**

- Geometric design shall be based on CITY approved preliminary concepts completed in coordination with CITY recommendations.
- Surveys and mapping was provided by the CITY. If additional surveys are needed, they shall be provided by the CITY.
- Project shall be constructed within existing CITY right-of-way. Plats and legal descriptions are not part of this scope services.
- Pavement rehabilitation strategy recommended by the CITY shall be incorporated into the project within the Class I project limits.
- Existing drainage patterns shall remain the same. Hydraulic/hydrology analysis and checking capacity of existing system is not part of this scope

of services. Bio-retention swales shall be incorporated into the design, however, some locations may require installing drainage inlets connected to existing system. It is assumed that the existing system has capacity for the additional drainage connections. Connections shall be determined from storm drain record data and surveyed inverts provided by the CITY.

- Rain intensities and soil infiltration rates shall be provided by the CITY or CONSULTANT shall use general CITY rain intensities and infiltration rates available for this area.
- Post construction requirements (PCRs) design, temporary best management practices (BMPs) design and storm water pollution prevention plan (SWPPP) are not part of this scope of services.
- Existing traffic signals at Entrance Road and Pacific Oaks Road shall be modified. Street lighting design and new traffic signal design is not part of this scope of services.
- Raised medians shall not be landscaped.
- Hardscape design is not part of this scope of services.
- Irrigation pump design is not art of this scope of services.
- Utility relocation design and pot holing is not part of this scope of services.
- Traffic handling design shall be developed by the Contractor and is not part of this scope of services.
- Public meetings are not part of this scope of services.
- Staking notes are not part of this scope of services.

The services provided by the CITY shall include:

- Coordination of utility relocations, service points and Metropolitan Transit District needs and provide information to CONSULTANT.
- Coordination of permitting requirements, Coastal Commission and environmental documentation, and pay associated fees.
- Coordination of property rights of entry and temporary construction easements.
- Coordination with pavement management engineer and geotechnical engineer and provide recommendation to CONSULTANT.
- Coordination with the public and lead any public outreach.
- Boiler plate for special provisions and assembling package for bidding.
- Providing record data.
- Providing survey data.

## **Task 4: Management**

### **4.1 *Project Management***

CONSULTANT shall perform the activities necessary to plan, lead, direct, monitor and coordinate the work necessary to successfully complete your project on time and on budget by maintaining a monthly progress report. CONSULTANT shall also develop and update the project schedule to be submitted to the CITY.

CONSULTANT shall communicate regularly with CITY project manager using telephone, email, written correspondence, and face-to-face meetings throughout the term of the contract.

CONSULTANT shall support to the CITY with Council meetings and public outreach by providing exhibits and technical information.

### **4.2 *Team Meetings***

CONSULTANT shall schedule, chair, and prepare meeting agendas and notes for the Project Development Team (PDT) meetings. Agendas shall be submitted to the CITY for review prior to the meeting. Notes shall be distributed to attendees within five (5) working days after the meeting. The notes shall include discussion items, decisions made and action items. Up to three (3) PDT meetings are anticipated for this task. Phone conferences shall be planned and coordinated with the City project manager (Up to 6).

### **4.3 *Quality Assurance/Quality Control***

CONSULTANT shall monitor the quality of deliverables, calculations and other work products. CONSULTANT shall follow our internal quality control procedure and checklists, including a documented peer review and constructability review. The Principal in Charge or a senior engineer with design and construction expertise shall perform an independent review of the project documents at each submittal for consistency, constructability, and bidability. The CONSULTANT Principal-in-Charge shall periodically review the overall project progress with the CONSULTANT project manager.

As the design phase proceeds, the regularly scheduled reviews shall help the team identify and evaluate issues that may affect the project.

List of Deliverables:

- Monthly progress reports and schedule update
- Meeting Agendas and Notes for meetings
- Phone Conference Agendas and Notes
- QC checklists with milestone submittals

### **Task 5: Reconnaissance**

CONSULTANT shall conduct a site visit to verify project site conditions and plan details.

#### **5.1 Data Collection**

CONSULTANT shall continue to collect information from the CITY as data becomes available.

#### **5.2 Utility Mapping**

CONSULTANT shall develop a utility base map based on the utility information provided by the CITY. The CITY is responsible for utility coordination and obtaining record data from utility owners.

List of Deliverables:

- Utility base map (incorporated in the project plans)

#### **5.3 Utility Coordination Assistance**

CONSULTANT shall provide assistance to the CITY by preparing exhibits and correspondence required for coordination. The CITY leads utility coordination and is in communication with the utility owners and has already provided utility conflict mapping/exhibits based on the initial design. If requested by the CITY, after 90% design CONSULTANT shall prepare updated conflict mapping or exhibits to be sent to the utility company showing the individual company's facilities. The utility company shall be requested to provide copies of relocation plans and a cost estimate of the relocation.

When the relocation plans are received, CONSULTANT shall check the utility company relocation design against the latest project plans for conflicts. CONSULTANT shall work closely with the CITY to finalize plans ("C" Plans) along with a Notice to Owner (Caltrans Exhibit 14-d in the LAPM) and agreements if needed.

List of Deliverables:

- Utility Exhibits and conflict mapping (PDF)

### **Task 6: Construction Documents**

CONSULTANT shall complete plans, specifications and estimate.

#### **6.1 90% Plans, Specification and Estimate**

At 90%, major design features have been reviewed; however, because CONSULTANT has taken on work and design plans previously started by another consultant, there may be some plan details that shall be submitted for the first time. From this point, all minor "clean-up" revisions shall occur. CONSULTANT shall

perform a QA/QC review prior to finalizing package. CONSULTANT shall also perform a site review with plans in hand to assess constructability of the project and make changes prior to the PS&E package submittal. CONSULTANT shall incorporate agreed upon CITY comments. Plans are anticipated to be prepared at 1"=20' scale (with details prepared at 1"=10' scale), on 22" x 34" improvement plan sheets (11" x 17" half-size), and will generally consist of:

- Title sheet, project survey control, typical sections and notes, layouts, profiles, construction details, utilities, staging plans and pavement delineation and signing plans.
- Pavement rehabilitation strategy recommended by the CITY will be incorporated into the project within the Class I project limits.
- In order to be efficient, landscape plans and electrical signal plans will be submitted as an intermediate submittal after the 90% plans and prior to the 100% plans. Electric service points will be coordinated.
- Lighting design is optional.
- See List of Anticipated Plan Sheets under Task 6.2 below.

Technical Specifications shall be based on Caltrans 2010 format.

Estimate shall be prepared similar to Caltrans BEES format. Quantities shall be prepared and checked.

Although major drainage work is not anticipated, CONSULTANT shall conduct a review of the project drainage elements to complete the plans. Hydraulic capacity calculations for the existing system is not part of this scope of services. If needed, rain intensities and soil infiltration rates shall be provided by the CITY, or CONSULTANT shall use general CITY rain intensities and infiltration rates available for this area. Bio-retention swales shall be incorporated into the design, however, some locations may require installing drainage inlets connected to existing system.

List of Deliverables:

- 90% Plans full-size (22"x34" and half-size (11"x17) (PDF and 3 hard copies)
- 90% Technical Specifications (PDF, Word and 3 hard copies)
- 90% Estimate (PDF, Excel and 3 hard copies)
- Intermediate 90% Landscape Plans (PDF and 3 hard copies)
- Intermediate 90% Electrical Plans (PDF and 3 hard copies)

## 6.2 *Final PS&E*

CONSULTANT shall incorporate agreed upon CITY minor comments from the

90% submittal and submit responses in writing. CONSULTANT shall complete final plans, specifications and estimate. If Mylar is requested, only the Title sheet shall be circulated on Mylar to obtain final signatures. All other plan sheets shall be delivered electronically.

CONSULTANT shall prepare design cross sections at typical 50' intervals.

Along with the final landscape and irrigation plans, CONSULTANT shall prepare the Water Efficient Landscape form to comply with AB 1881, State Mandated Water Efficient Landscape Ordinance.

CONSULTANT shall prepare a brief technical memorandum to document drainage element findings.

CONSULTANT shall prepare a preliminary construction schedule and shall assemble a resident engineer file and survey information file.

List of Deliverables:

- Final Plans full-size (22"x34") and half-size (11"x17) (PDF, Mylar and 3 hard copies)
- Final Technical Specifications (PDF, Word and 3 hard copies)
- Final Estimate (PDF, Excel and 3 hard copies)
- Design Cross Sections (PDF and hard copy)
- Responses to 90% City Review Comments (PDF and 3 hard copies)
- Drainage Technical Memorandum (PDF and 3 hard copies)
- Water Efficient Landscape form (PDF)
- Preliminary Construction Schedule (PDF and 3 hard copies)
- Resident Engineer and Survey Information File (PDF and hard copy)

Anticipated sheets:

Description	Quantity	90%	Final
Title Sheet	1	x	x
General Notes, Legends, Abbreviations	1	x	x
Project Survey Control Sheet/Key Map	1	x	x
Typical Cross Section	1	x	x
Plan & Profile Sheets (1"=20')	12	x	x
Construction Details (Scale Varies)	12	x	x
Temporary Water Pollution Control Plans (if needed)	6		x
Utility Plans (1"=20')	6	x	x
Construction Area Signs	1	x	x
Stage Construction Plans (1"=40')	6	x	x
Pavement Delineation and Sign Plans (1"=20')	7	x	x
Sign and Pavement Marking Details	1	x	x
Quantities	1		x
Planting Plans	6	INT	x
Irrigation Plans	6		x
Signal/Electrical Plans (1"=40')	8	INT	x
Lighting Plans (Optional)	8	INT	x
<b>Total</b>	<b>84</b>		

INT = Intermediate Submittal

#### Task 7: Bidding Assistance

CONSULTANT shall provide assistance to the CITY during bidding of the project. The work may include answering questions from prospective bidders, assisting the CITY in the preparation of addenda to the PS&E during the advertisement period, and providing consultation and interpretation of the construction documents.

List of Deliverables:

- Addenda if needed
- Respond to RFI's if needed



Agreement No. 2016-040.2  
City of Goleta, California

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

This **Amendment No. 2** ("AMENDMENT") is made this 18<sup>th</sup> day of October, 2016, to an agreement for Professional Design Services between the **CITY OF GOLETA** ("CITY") and **DRAKE HAGLAN AND ASSOCIATES** ("CONSULTANT") dated May 11th, 2016, ("AGREEMENT").

**RECITALS**

**WHEREAS**, the AGREEMENT between CITY and CONSULTANT currently provides in Section 3 Subsection (a) of for the total compensation amount not to exceed two hundred twelve thousand, one hundred twenty-nine dollars (\$212,129.00); and

**WHEREAS**, the parties desire to amend the AGREEMENT so as to provide for additional compensation in the amount of one hundred forty-four thousand three hundred ninety-three dollars (\$144,393.00) to continue design services for the Hollister Avenue Class I Bike Lane Project; and

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

**WHEREAS**, the parties desire to amend the Agreement so as to extend the termination of the AGREEMENT to June 30, 2018; and

**WHEREAS**, the Agreement between City and Consultant currently provides in Exhibit A-1 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-1 of the Agreement by adding additional services for completing the final PS&E, specifications, construction assistance, and estimate; and

**WHEREAS**, the City Council, on this 18<sup>th</sup> day of October, 2016, approved this AMENDMENT and authorized the City Manager to execute this AMENDMENT per the Goleta Municipal Code 3.05.050.

**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 \$144,393 as follows 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 \$356,622.00 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the Range "A" 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. Consultant shall not invoice at any range other than Range "A" with the exception of Jose Silva, unless the City agrees in writing in advance of any employee being assigned to a higher billing rate. 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. **Section 6. TERM, PROGRESS AND COMPLETION**

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.

3. **Exhibit A-1. Scope of Work** of the Agreement is amended to delete and replace in its entirety:


**Exhibit A-1 "Scope of Work"** with **Exhibit A-2 "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 witness whereof, this AMENDMENT No. 2 has been executed by the parties effective on the date and year first written above.


**CITY OF GOLETA**


**CONSULTANT**

  
Michelle Greene, City Manager

  
Craig Drake, Chief Financial Officer

**ATTEST:**

  
Deborah S. Lopez, City Clerk

  
Dennis M. Haglan, President

**APPROVED AS TO FORM**

  
Tim W. Giles, City Attorney

## **EXHIBIT A-2 SCOPE OF WORK**

### **TASK 1. PROJECT MANAGEMENT AND COORDINATION**

#### **1.1 *Proposed Project Exhibit and Construction Cost Estimate***

Consultant shall review the preliminary project information provided by the City and build upon the previously complete plans and estimate. City does not warrant any information previously completed. Consultant shall review, verify and warrant any information used such that any and all work product produced represents the independent engineering recommendation of Consultant. Consultant shall coordinate with the City to better understand the design criteria, typical section, agreed upon stakeholder requirements, utilities signal locations, storm water management, permitting, esthetics and landscaping, and pavement rehabilitation that is proposed for this segment of Hollister Avenue. Consultant shall incorporate these requirements and prepare an overall project exhibit showing the various elements in color. Consultant shall review the existing quantities and construction cost estimate and prepare an updated opinion of probable construction cost to reflect the agreed upon project design elements. City Staff expects to present the project update to the City Council in mid May 2016, this task is to be complete by April 26, 2016.

### **TASK 2. DEVELOP PROJECT WORK PLAN TO COMPLETE PS&E**

#### **2.1 *Review Existing Data and Reports***

Consultant shall provide a project development (scope) and delivery schedule (milestones) need to meet the funding deadlines for the project. The scope of work for this agreement does not require Consultant to prepare plans specifications and engineering for construction of the project.

### **TASK 3. DESIGN CONSIDERATIONS AND ASSUMPTIONS**

- Geometric design shall be based on CITY approved preliminary concepts completed in coordination with CITY recommendations.
- Surveys and mapping was provided by the CITY. If additional surveys are needed, they shall be provided by the CITY.
- Project shall be constructed within existing CITY right-of-way. Plats and legal descriptions are not part of this scope services.
- Pavement rehabilitation strategy recommended by the CITY shall be incorporated into the project within the Class I project limits.
- Existing drainage patterns shall remain the same. Hydraulic/hydrology analysis and checking capacity of existing system is not part of this scope of services. Bio-retention swales shall be incorporated into the design, however, some locations may require installing drainage inlets connected

to existing system. It is assumed that the existing system has capacity for the additional drainage connections. Connections shall be determined from storm drain record data and surveyed inverts provided by the CITY.

- Rain intensities and soil infiltration rates shall be provided by the CITY or CONSULTANT shall use general CITY rain intensities and infiltration rates available for this area.
- Post construction requirements (PCRs) design, temporary best management practices (BMPs) design and storm water pollution prevention plan (SWPPP) are not part of this scope of services.
- Existing traffic signals at Entrance Road and Pacific Oaks Road shall be modified. Street lighting design and new traffic signal design is not part of this scope of services.
- Raised medians shall not be landscaped.
- Hardscape design is not part of this scope of services.
- Irrigation pump design is not art of this scope of services.
- Utility relocation design and pot holing is not part of this scope of services.
- Traffic handling design shall be developed by the Contractor and is not part of this scope of services.
- Public meetings are not part of this scope of services.
- Staking notes are not part of this scope of services.

The services provided by the CITY shall include:

- Coordination of utility relocations, service points and Metropolitan Transit District needs and provide information to CONSULTANT.
- Coordination of permitting requirements, Coastal Commission and environmental documentation, and pay associated fees.
- Coordination of property rights of entry and temporary construction easements.
- Coordination with pavement management engineer and geotechnical engineer and provide recommendation to CONSULTANT.
- Coordination with the public and lead any public outreach.
- Boiler plate for special provisions and assembling package for bidding.
- Providing record data.
- Providing survey data.

## **Task 4: Management**

### **4.1 *Project Management***

CONSULTANT shall perform the activities necessary to plan, lead, direct, monitor and coordinate the work necessary to successfully complete your project on time and on budget by maintaining a monthly progress report. CONSULTANT shall also develop and update the project schedule to be submitted to the CITY.

CONSULTANT shall communicate regularly with CITY project manager using telephone, email, written correspondence, and face-to-face meetings throughout the term of the contract.

CONSULTANT shall support to the CITY with Council meetings and public outreach by providing exhibits and technical information.

### **4.2 *Team Meetings***

CONSULTANT shall schedule, chair, and prepare meeting agendas and notes for the Project Development Team (PDT) meetings. Agendas shall be submitted to the CITY for review prior to the meeting. Notes shall be distributed to attendees within five (5) working days after the meeting. The notes shall include discussion items, decisions made and action items. Up to three (3) PDT meetings are anticipated for this task. Phone conferences shall be planned and coordinated with the City project manager (Up to 6).

### **4.3 *Quality Assurance/Quality Control***

CONSULTANT shall monitor the quality of deliverables, calculations and other work products. CONSULTANT shall follow our internal quality control procedure and checklists, including a documented peer review and constructability review. The Principal in Charge or a senior engineer with design and construction expertise shall perform an independent review of the project documents at each submittal for consistency, constructability, and bidability. The CONSULTANT Principal-in-Charge shall periodically review the overall project progress with the CONSULTANT project manager.

As the design phase proceeds, the regularly scheduled reviews shall help the team identify and evaluate issues that may affect the project.

List of Deliverables:

- Monthly progress reports and schedule update
- Meeting Agendas and Notes for meetings
- Phone Conference Agendas and Notes
- QC checklists with milestone submittals

## **Task 5: Reconnaissance**

CONSULTANT shall conduct a site visit to verify project site conditions and plan details.

### 5.1 *Data Collection*

CONSULTANT shall continue to collect information from the CITY as data becomes available.

### 5.2 *Utility Mapping*

CONSULTANT shall develop a utility base map based on the utility information provided by the CITY. The CITY is responsible for utility coordination and obtaining record data from utility owners.

List of Deliverables:

- Utility base map (incorporated in the project plans)

### 5.3 *Utility Coordination Assistance*

CONSULTANT shall provide assistance to the CITY by preparing exhibits and correspondence required for coordination. The CITY leads utility coordination and is in communication with the utility owners and has already provided utility conflict mapping/exhibits based on the initial design. If requested by the CITY, after 90% design CONSULTANT shall prepare updated conflict mapping or exhibits to be sent to the utility company showing the individual company's facilities. The utility company shall be requested to provide copies of relocation plans and a cost estimate of the relocation.

When the relocation plans are received, CONSULTANT shall check the utility company relocation design against the latest project plans for conflicts. CONSULTANT shall work closely with the CITY to finalize plans ("C" Plans) along with a Notice to Owner (Caltrans Exhibit 14-d in the LAPM) and agreements if needed.

List of Deliverables:

- Utility Exhibits and conflict mapping (PDF)
- Review Document
- Final Record Drawings (PDF and AutoCAD)

## **Task 6: Construction Documents**

CONSULTANT shall complete plans, specifications and estimate.

### 6.1 *90% Plans, Specification and Estimate*

At 90%, major design features have been reviewed; however, because CONSULTANT has taken on work and design plans previously started by another consultant, there may be some plan details that shall be submitted for the first time. From this point, all minor "clean-up" revisions shall occur. CONSULTANT shall perform a QA/QC review prior to finalizing package. CONSULTANT shall also perform a site review with plans in hand to assess constructability of the project and make changes prior to the PS&E package submittal. CONSULTANT shall

incorporate agreed upon CITY comments. Plans are anticipated to be prepared at 1"=20' scale (with details prepared at 1"=10' scale), on 22" x 34" improvement plan sheets (11" x 17" half-size), and shall generally consist of:

- Title sheet, project survey control, typical sections and notes, layouts, profiles, construction details, utilities, staging plans and pavement delineation and signing plans.
- Pavement rehabilitation strategy recommended by the CITY shall be incorporated into the project within the Class I project limits.
- In order to be efficient, landscape plans and electrical signal plans shall be submitted as an intermediate submittal after the 90% plans and prior to the 100% plans. Electric service points shall be coordinated.
- Lighting design is optional.
- See List of Anticipated Plan Sheets under Task 6.3.

Technical Specifications shall be based on Caltrans 2010 format.

Estimate shall be prepared similar to Caltrans BEES format. Quantities shall be prepared and checked.

Although major drainage work is not anticipated, CONSULTANT shall conduct a review of the project drainage elements to complete the plans. Hydraulic capacity calculations for the existing system is not part of this scope of services. If needed, rain intensities and soil infiltration rates shall be provided by the CITY, or CONSULTANT shall use general CITY rain intensities and infiltration rates available for this area. Bio-retention swales shall be incorporated into the design, however, some locations may require installing drainage inlets connected to existing system.

List of Deliverables:

- 90% Plans full-size (22"x34" and half-size (11"x17) (PDF and 3 hard copies)
- 90% Technical Specifications (PDF, Word and 3 hard copies)
- 90% Estimate (PDF, Excel and 3 hard copies)
- Intermediate 90% Landscape Plans (PDF and 3 hard copies)
- Intermediate 90% Electrical Plans (PDF and 3 hard copies)

## 6.2 *Final PS&E*

CONSULTANT shall incorporate agreed upon CITY minor comments from the 90% submittal and submit responses in writing. CONSULTANT shall complete final plans, specifications and estimate. If Mylar is requested, only the Title sheet shall be circulated on Mylar to obtain final signatures. All other plan sheets shall be delivered electronically.

CONSULTANT shall prepare design cross sections at typical 50' intervals.

Along with the final landscape and irrigation plans, CONSULTANT shall prepare the Water Efficient Landscape form to comply with AB 1881, State Mandated Water Efficient Landscape Ordinance.

CONSULTANT shall prepare a brief technical memorandum to document drainage element findings.

CONSULTANT shall prepare a preliminary construction schedule and shall assemble a resident engineer file and survey information file.

### 6.3 *Final PS&E Revision*

CONSULTANT shall develop various concepts for bend-out design, curb extension design, reducing the eastbound lanes to one through lane and one lane in each direction for CITY review and approval at Council meetings. Various exhibits were prepared for the concepts.

CONSULTANT shall develop perforated pipe system for biofiltration swale due to limited infiltration of existing soils which required additional drainage system design and plans for collection.

CONSULTANT shall revise the plans, quantities, estimate and specifications to add planting and irrigation back onto the project medians. Landscape and Irrigation plans shall also be updated to include the new curb extensions at intersections.

CONSULTANT shall update electrical plans to incorporate curb extensions at intersections.

### **Additional Items to be Completed**

CONSULTANT shall develop optional concepts for drainage improvements.

CONSULTANT shall revise drainage design and drainage plans based on input from the CITY and supplemental surveys and pot holing information. CITY shall provide supplemental surveys, as-builts and pot hole data to CONSULTANT. Geotechnical data, soil infiltration rates, percolation rates and drywell design and details shall be provided by the CITY.

CONSULTANT shall update utility plans based on supplemental surveys, as-builts and pot holing information.

CONSULTANT shall revise grading design and conform points at driveways and intersections based on supplemental surveys. CITY shall provide supplemental survey and updated base mapping to CONSULTANT.



CONSULTANT shall update final landscape and irrigation plans, specifications and estimate.

CONSULTANT shall incorporate CITY final review comments and constructability recommendations into the final plans, specifications and estimate. CONSULTANT shall update final plans, specifications, quantities and estimate. If Mylar is requested, only the Title sheet shall be circulated on Mylar to obtain final signatures. All other plan sheets shall be delivered electronically.

CONSULTANT shall prepare updated design cross sections at typical 50' intervals.

CONSULTANT shall update the resident engineer file and survey information file.

List of Deliverables:

- Final Plans full-size (22"x34") and half-size (11"x17) (PDF, Mylar and 3 hard copies)
- Final Technical Specifications (PDF, Word and 3 hard copies)
- Final Estimate (PDF, Excel and 3 hard copies)
- Design Cross Sections (FDF and hard copy)
- Responses to 90% City Review Comments (PDF and 3 hard copies)
- Drainage Technical Memorandum (PDF and 3 hard copies)
- Water Efficient Landscape form (PDF)
- Preliminary Construction Schedule (PDF and 3 had copies)
- Resident Engineer and Survey Information File (PDF and hard copy)
- Update Design Cross Sections (FDF and hard copy)
- Responses to Final City Review Comments (PDF and 3 hard copies)
- Updated Resident Engineer and Survey Information File (PDF and hard copy)

Anticipated sheets:

<b>Description</b>	<b>Quantity</b>	<b>90%</b>	<b>Final</b>
Title Sheet	1	x	x
Project Survey Control Sheet/Key Map	1		x
General Notes, Legends, Abbreviations	1	x	x
Project Survey Control Sheet/Key Map	1	x	x
Typical Cross Section	1	x	x
Plan & Profile Sheets (1"=20')	12	x	x
Construction Details (Scale Varies)	14	x	x
Construction Details (Pavement Rehabilitation)	8		x
Contour Grading Plans	7		x
Drainage Plans, Profiles and Details	12		x
Temporary Water Pollution Control Plans (if needed)	8		x
Utility Plans (1"=20')	7	x	x
Construction Area Signs	1	x	x
Stage Construction Plans (1" = 40')	9	x	x

Pavement Delineation and Sign Plans (1"=20')	7	x	x
Sign and Pavement Marking Details	1	x	x
Quantities	4		x
Planting Plans	8	INT	x
Irrigation Plans	8		x
Signal/Electrical Plans (1"=40')	7	INT	x
Lighting Plans (Optional)	3	INT	x
Total	121		

INT = Intermediate Submittal

#### **Task 7: Bidding Assistance**

CONSULTANT shall provide assistance to the CITY during bidding of the project. The work may include answering questions from prospective bidders, assisting the CITY in the preparation of addenda to the PS&E during the advertisement period, and providing consultation and interpretation of the construction documents.

List of Deliverables:

- Addenda if needed
- Respond to RFI's if needed

#### **Task 8: Construction Assistance**

CONSULTANT shall provide construction engineering support which includes but not limited to responding to contractors inquiries through the CITY's requests. Requests for information (RFI) and clarifications on documents shall be completed within five calendar days. Review change orders requested by the CITY and shall attend up to four (4) field visits to the construction site requested by the CITY. The field visits shall include discussion with the Resident Engineer to answer questions regarding the ongoing construction activities; review and

approve shop drawings and other required contractor submittals. Construction support hours, beyond those included in the fee estimate with this scope of services, shall need prior CITY approval and shall be charged as additional services.

CONSULTANT shall prepare As-Built/Record Drawings incorporating changes made during construction based on one plan set marked up by Contractor and reviewed by the CITY.