



Agenda Item A.11
CONSENT CALENDAR
Meeting Date: September 18, 2018

TO: Mayor and Councilmembers

FROM: Charles W. Ebeling, Public Works Director

CONTACT: Maureen Gaasch, Senior Management Analyst

SUBJECT: Amendment No. 3 for Professional Services with M6 Consulting Agreement No. 2016-115

RECOMMENDATION:

Approve and authorize the City Manager to execute Amendment No. 3 to Agreement No. 2016-115 with M6 Consulting, Inc., increasing the contract amount by \$66,289.48 for a new total not-to-exceed amount of \$858,689.48.

BACKGROUND:

On September 20, 2016, the City Council awarded professional services Agreement No. 2016-115 for \$225,000 to M6 Consulting (M6) for engineering support services with an expiration date of December 31, 2017. Amendment 1 was approved on May 2, 2017 in the amount of \$293,500, for a new total not-to-exceed amount of \$518,500 and extended the expiration date to June 30, 2018. On December 19, 2017, Council approved and authorized the City Manager to execute Amendment No. 2 to allow M6 Consulting to assume the role of Interim City Engineer and provide other engineering support, increasing the contract amount by \$273,900 for a new total not to exceed amount of \$792,400 with a termination date of December 31, 2018.

In Fiscal Year 2015/16 there was an Operational and Organizational Assessment of the Public Works Department conducted by the consultant firm Baker Tilly Virchow Krause, LLP. The study recommended that based on the workload and priorities within Public Works and the lack of personnel, an increase in staff or assistance from qualified consultants was necessary to ensure the department functions as efficiently as possible.

M6 provided engineering support services to the Public Works Department Capital Improvement Program (CIP) from September 2016 through December 2017. In light of the resignation of the Public Works Director in December 2017, the City needed a qualified engineer to act as the Interim City Engineer. The central duty of the Interim City Engineer was to review and approve engineering plans on behalf of the City for capital

improvement and private development projects. On December 19, 2017, Council approved Amendment No. 2 to designate M6 Consulting as Interim City Engineer, added more compensation to continue engineering support, and extended the agreement to December 2018. M6 was able to satisfy the role of the Interim City Engineer for four months, from January through part of May 2018.

DISCUSSION:

Amendment No. 2 allowed the City time to recruit for a new Public Works Director. During the interim, M6 assisted the Public Works Department with capital project management and program management.

The new Public Works Director started on April 30, 2018. In May, upon notification that M6 had exceeded their contract authority in terms of compensation, the Public Works Director instructed M6 to stop work. Public Works has paid M6 up to the approved contract authority of \$792,400. Amendment No. 3 will increase the contract authority in order to compensate M6 for services rendered in exceedance of the contract amount. The services provided were consistent with the scope of work of the Agreement and first and second Amendments.

FISCAL IMPACTS

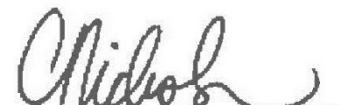
The costs associated with the Amendment No. 3 are funded by various CIP projects for project management services that are supported by special revenue funds and the General Fund. Since services were rendered in FY 2017/18, expenditures will be accrued to reflect the amounts owed. Sufficient funds are available to cover this amendment; therefore, no additional appropriations are necessary.

M6 Consulting, Inc. from September 2016 through May 2018		
Contract Authority	M6 Invoices	Difference
\$792,400	\$858,689.48	(66,289.48)

ALTERNATIVES:

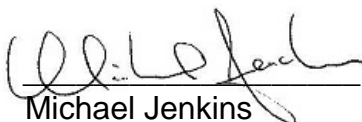
The Council may elect not to approve Amendment No. 3 to Agreement No. 2016-115 for Professional Services with M6 Consulting, which closes the agreement with no payment for services rendered that were beyond the contract compensation amount.

Reviewed By:



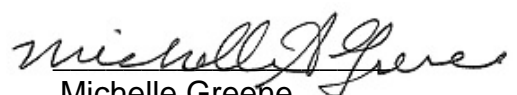
Carmen Nichols
Deputy City Manager

Legal Review By:



Michael Jenkins
City Attorney

Approved By:



Michelle Greene
City Manager

ATTACHMENTS:

1. Amendment No.3 to Contract 2016-115 with M6 Consulting for Professional Services
2. Contract 2016-115 and Amendments 1 and 2 with M6 Consulting for Professional Services – Available online only

ATTACHMENT 1

M6 Consulting Inc. Agreement No. 2016-115 Amendment 3

**AMENDMENT NO. 3
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
M6 CONSULTING**

This **Amendment No. 3** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **M6 CONSULTING**, a California Corporation ("Consultant") dated September 20, 2016 ("Agreement," Agreement No. 2016-115) is made this 18th day of September, 2018.

RECITALS

WHEREAS, this Agreement is for Professional Project and Management Services in conjunction with Capital Improvement Projects; and

WHEREAS, on September 20, 2016, the parties entered into an agreement for the total compensation amount not to exceed two hundred twenty-five thousand dollars (\$225,000) with a termination date of December 31, 2017; and

WHEREAS, on May 2, 2017, the Agreement was amended so as to provide for additional compensation in the amount of two hundred ninety-three, five hundred dollars (\$293,500) and to extend the termination of the agreement to June 30, 2018 ("Amendment No.1"); and

WHEREAS, on December 19, 2017, the Agreement was amended so as to provide for additional compensation in the amount of two hundred seventy-three thousand nine hundred dollars (\$273,900) and to extend the termination of the Agreement to December 31, 2018 ("Amendment No. 2"); and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed seven hundred ninety-two hundred thousand and four hundred dollars (\$792,400); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of sixty six thousand two hundred eighty-nine dollars and forty-eight cents (\$66,289.48) for continued tasks for Project and Management Services in accordance with the scope of work in Agreement 2016-115, Amendments No. 1 and No. 2; and

WHEREAS, the City Council approved this Amendment No. 3, on this 18th day of September, 2018.

AMENDED TERMS

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

1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$ 66,289.48 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 \$858,689.48 (herein "not to exceed amount") and shall be earned as the work progresses. The parties agree that the additional amount \$66,289.48 is to compensate the Consultant for services rendered under Amendment No. 2 in exceedance of the maximum authorized amount.

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

Robert Woodward, P.E.
Chief Executive Officer

ATTEST:

Deborah Lopez, City Clerk

Masoud Mahmoud, P.E.
Chief Financial Officer

APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

ATTACHMENT 2

M6 Consulting Inc. Agreement No. 2016-115, and Amendments 1 and 2

Project Name: Project and Program Management Services

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
M6 CONSULTING**

This AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this 20th day of September, 2016, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **M6 CONSULTING**, (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 various professional engineering services ("short list"); and

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

WHEREAS, the City Council, on this 20th day of September, 2016 approved this AGREEMENT and authorized the City Manager to execute this AGREEMENT per the Goleta Municipal Code 3.05.240.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional Project and Management Services in conjunction with Capital Improvement Projects. Services shall generally include assisting the Public Works Director with capital projects, program management and city engineering functions of the City's Public Works Department, 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 \$225,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until December 31, 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.

(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 Rosemarie Gaglione, P.E. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to December 31, 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 by the termination date of the agreement.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Robert Woodward P.E. 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 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 level of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 0001 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional Liability insurance on a policy form appropriate to CONSULTANT's profession. Limits shall be no less than \$1,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10 with an edition date prior to 2004, or its exact equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37 with an edition date prior to 2004.
- b) CONSULTANT's insurance shall apply to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- f) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- g) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.

- h) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATION OF THE PARTIES

The relationship of the parties to this AGREEMENT shall be that of independent contractors and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. CORRECTIONS

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 15 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTS for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or

liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and CONSULTANTS.

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

20. GOVERNING LAW

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

21. NONDISCRIMINATION

CONSULTANT shall comply with the federal Americans with Disability Act, Public Law 101-336, and observe the disability discrimination prohibitions of such laws in the performance of the work required under this AGREEMENT.

22. TAXPAYER IDENTIFICATION NUMBER

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

23. NON-APPROPRIATION OF FUNDS

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

24. MODIFICATION OF AGREEMENT

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

25. USE OF THE TERM "CITY"

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

26. PERMITS AND LICENSES

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates, including a CITY business license, that may be required in connection with the performance of services under this AGREEMENT.

27. CAPTIONS

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

28. AUTHORIZATION

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

29. ENTIRE AGREEMENT BETWEEN PARTIES

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

30. PARTIAL INVALIDITY

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

31. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

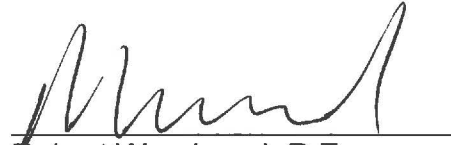
TO CITY:	Attn: Michelle Greene, City Manager City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117
TO CONSULTANT:	Robert Woodward, PE M6 Consulting, Inc. 4165 E. Thousand Oaks Blvd. Suite 355 Westlake Village, CA 91362

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

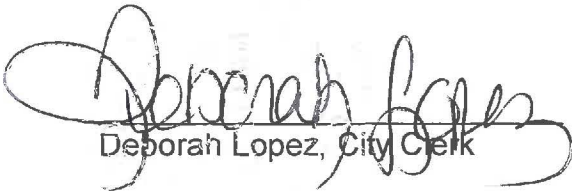
CITY OF GOLETA



Michelle Greene, City Manager

CONSULTANT


Robert Woodward, P.E.
Chief Executive Officer

ATTEST:


Deborah Lopez, City Clerk


Masoud Mahomoud, P.E.
Chief Financial Officer

APPROVED AS TO FORM


Tim W. Giles, City Attorney

Exhibit A Scope of Work

CONSULTANT shall perform the following services under the direction from City's Project Manager:

Task 1. Project Management

Consultant shall provide Project Management and related support functions for the City's capital projects. Specifically, project management efforts shall include the following projects:

- Rancho La Patera (9078)
- Miscellaneous Facilities (9069)
- US 101 Overcrossing (9027)
- Assisting Public Works Staff with advising Neighborhood Services staff on engineering issues related to the Fire Station 10 Project (9025)."
- Cathedral Oaks Crib Wall (9053)
- Covington Drainage Improvements (9081)
- Bella Vista Park (Reclaimed Water Service) (9065)
- Other projects as specifically assigned

Task 2. Program Management and Staff Support

Consultant shall assist the Public Works Department in the following areas:

- Assist with program management and related functions
- Support staff in the development and execution of assigned projects
- Staff training in project management and related functions
- Assistance with the development of policies, procedures, and specific engineering forms and standards
- Performance of other duties as designated/agreed upon with the Public Works Director

**Exhibit B
Schedule of Fees**

Classification	Hourly Rate
Project Manager	\$165.00
Project Engineer	\$136.00
Project Designer	\$100.00
CAD Drafter	\$92.00
Hydrology/Hydraulic Engineer	\$135.00
Structural Engineer	\$145.00
Construction Manager	\$130.00
Inspector	\$95.00
Map Review/City Surveyor	\$185.00
1 Man Survey Crew	\$205.00
2 Man Survey Crew	\$250.00
Minimum Survey Trip Charge	\$750.00
Office Survey/Mapping	\$165.00
Soils/Geotechnical Engineer \$	165.00
Principal Engineer	\$165.00
Administration/Tech Aide	\$64.00
Outside Reproduction	Cost +15%

Agreement No. 2016-115.1
City of Goleta, California

AMENDMENT NO. 1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
M6 CONSULTING

This Amendment No. 1 is made this 2nd day of May, 2017 to a PROFESSIONAL SERVICES AGREEMENT between the **CITY OF GOLETA** ("City") and **M6 CONSULTING** ("Consultant") dated September 20, 2016 ("Agreement 2016-115").

RECITALS

WHEREAS, the Agreement between City and Consultant currently provides Professional Project and Management Services in conjunction with Capital Improvement Projects; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed two hundred twenty-five thousand (\$225,000) dollars; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of two hundred ninety-three, five hundred (\$293,500) dollars for Professional Project and Management Services in conjunction with Capital Improvement Projects; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the agreement on December 31, 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 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 projects to manage, as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and

WHEREAS, the Agreement between City and Consultant currently provides in Exhibit B entitled "Compensation" the hourly rates for Consultant; and

WHEREAS, the parties desire to amend Exhibit B-1 of the Agreement to identify mileage reimbursement and new staff rates which are not accounted for in the current rate sheet; and

WHEREAS, the City Council, on this 2nd day of May, 2017, approved this Amendment No. 1, and authorized the City Manager to execute this Amendment No. 1.

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 compensation amount of \$293,500 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 \$518,500 (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-1," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2018, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager, as described in section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

2. Section 6. TERM, PROGRESS AND COMPLETION of the Agreement is amended to extend the term for an additional six months to read in its entirety.

The term of this Agreement is from the date first written above to June 30, 2018, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

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

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


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

Exhibit B "Compensation" with **Exhibit B-1 "Compensation"** attached hereto and incorporated herein.

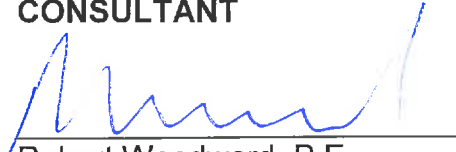
5. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

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

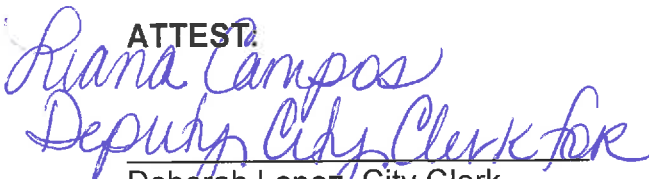
CITY OF GOLETA



Michelle Greene, City Manager

CONSULTANT


Robert Woodward, P.E.
Chief Executive Officer

ATTEST:


Deborah Lopez, City Clerk


Masoud Mahomoud, P.E.
Chief Financial Officer

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney

Exhibit A-1 Scope of Work

CONSULTANT shall perform the following services under the direction from City's Project Manager:

Task 1. Project Specific Project Management

Consultant shall provide Project Management and related support functions for the City's capital projects. Specifically, project management efforts shall include the following projects:

- 9025 – Fire Station 10 (Public Works Engineering project management)
- 9027- 101 Overcrossing
- 9053- Cathedral Oaks Crib Wall Repair
- 9063- Evergreen Park Restroom
- 9064- Reclaimed Water Service to Evergreen Park
- 9065- Reclaimed Water Service to Bella Vista Park
- 9066- Miscellaneous Park Improvements
- 9069- Miscellaneous Facilities Improvements
- 9078- Rancho La Patera Park
- 9079- Amtrak Depot
- 9081- Covington Drainage Improvements
- 9083- Signal Upgrade
- 9085- Old Town Drainage Study
- 9086- Vision Zero Plan
- 9090- La Patera Drainage Improvements

Task 2. Project Management and Staff Support

CONSULTANT shall assist the Public Works Department in the following areas:

- Assist with program management and related functions
- Support staff in the development and execution of assigned projects
- Staff training in project management and related functions
- Assistance with the development of policies, procedures, and specific engineering forms and standards
- Performance of other duties as designated/agreed upon with the Public Works Director

Specifically, project management and staff support shall include the following projects:

- 9059- Bike Ped Master Plan
- 9060- Fairview Sidewalk
- 9082- Magnolia Sidewalk
- 9088- RRFB Improvements
- 9001- Hollister Avenue Complete Streets
- 9006- San Jose Creek Bike Path South
- 9007- San Jose Creek Bike Path Middle
- 9039- Hollister Class I Bike Path
- 9046- Ward Drive Class II Bike Lanes
- 9070- Fairview Sidewalk

**Exhibit B-1
Schedule of Fees**

Classification	Hourly Rate
Project Manager	\$165.00
Project Engineer	\$140.00
Project Designer	\$120.00
CAD Drafter	\$92.00
Hydrology/Hydraulic Engineer	\$135.00
Structural Engineer	\$155.00
Construction Manager	\$130.00
Inspector	\$95.00
Map Review/City Surveyor	\$185.00
1 Man Survey Crew	\$205.00
2 Man Survey Crew	\$250.00
Minimum Survey Trip Charge	\$750.00
Office Survey/Mapping	\$165.00
Soils/Geotechnical Engineer	\$165.00
Principal Engineer	\$175.00
Administration/Tech Aide	\$64.00
Outside Reproduction	Cost + 15%

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

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

Amendment No. 2016-115.2
City of Goleta, California

**AMENDMENT NO. 2
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
M6 CONSULTING**

This Amendment No. 2 to a PROFESSIONAL DESIGN SERVICES AGREEMENT is made this 19th day of December, 2017, between the **City of Goleta**, a municipal corporation ("City") and **M6 Consulting**, a California Corporation ("Consultant") dated September 20, 2016 ("Agreement," Agreement No. 2016-115).

RECITALS

WHEREAS, this Agreement is for the professional project and management Services in conjunction with Capital Improvement Projects; and

WHEREAS, on September 20, 2016, the City and Consultant entered into the Agreement for the total compensation amount not to exceed \$225,000; and

WHEREAS, on May 2, 2017, the parties amended the Agreement so as to provide for additional compensation in the amount of two hundred ninety-three, five hundred dollars (\$293,500) for Professional Project and management Services in conjunction with Capital Improvement Projects; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed five hundred eighty-one thousand five hundred dollars (\$518,500); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of two hundred seventy-three thousand nine hundred dollars (\$273,900) for professional project and management Services in conjunction with Capital Improvement Projects; 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 term of the AGREEMENT to December 31, 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 projects to manage, as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-2"; and

WHEREAS, the Agreement between City and Consultant currently provides in Exhibit B-1 entitled "Compensation" the hourly rates for Consultant; and

WHEREAS, the parties desire to amend Exhibit B-1 of the Agreement to identify hourly rate increase, as more completely and particularly set forth in the Scope of Work, attached as Exhibit "B-2"; and

WHEREAS, the City Council approved this Amendment No. 2, on this 19th day of December, 2017.

AMENDED TERMS

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

1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$273,900 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 \$792,400 (herein "not to exceed amount"), and shall be earned as the work progresses.

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

The term of this Agreement is from the date first written above to December 31, 2018, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

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

Exhibit B-1 "Compensation" with **Exhibit B-2 "Compensation"** attached hereto and incorporated herein.

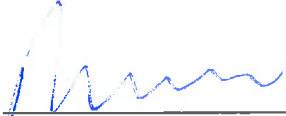
5. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

In concurrence and witness whereof, this Amendment No. 2 has been executed by the parties effective on the date and year first above written.

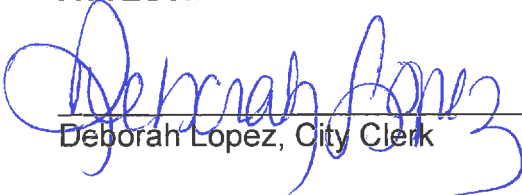
CITY OF GOLETA



Michelle Greene, City Manager

CONSULTANT


Robert Woodward, P.E.
Chief Executive Officer

ATTEST:


Deborah Lopez, City Clerk


Masoud Mahomoud, P.E.
Chief Financial Officer

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney

EXHIBIT A-2 SCOPE OF WORK

Consultant shall perform the following services under the direction from City's Project Manager:

Task 1. Project Specific Project Management

Consultant shall provide Project Management and related support functions for the City's capital projects. Specifically, project management efforts shall include the following projects:

- 9025 – Fire Station 10 (Public Works Engineering project management)
- 9027- 101 Overcrossing
- 9042- Storke Widening (Phelps Road to City Limit)
- 9044- Hollister Widening (Storke to 208' West of Glen Annie)
- 9053- Cathedral Oaks Crib Wall Repair
- 9063- Evergreen Park Restroom
- 9064- Reclaimed Water Service to Evergreen Park
- 9065- Reclaimed Water Service to Bella Vista Park
- 9066- Miscellaneous Park Improvements
- 9069- Miscellaneous Facilities Improvements
- 9078- Rancho La Patera Park
- 9079- Amtrak Depot
- 9081- Covington Drainage Improvements
- 9083- Signal Upgrade
- 9085- Old Town Drainage Study
- 9086- Vision Zero Plan
- 9090- La Patera Drainage Improvements

Task 2. Project Management and Staff Support

Consultant shall assist the Public Works Department in the following areas:

- Assist with program management and related functions
- Support staff in the development and execution of assigned projects
- Staff training in project management and related functions
- Assistance with the development of policies, procedures, and specific engineering forms and standards
- Performance of other duties as designated/agreed upon with the Public Works Director

Specifically, project management and staff support shall include the following projects:

- 9001- Hollister Avenue Complete Streets
- 9006- San Jose Creek Bike Path South
- 9007- San Jose Creek Bike Path Middle
- 9039- Hollister Class I Bike Path
- 9046- Ward Drive Class II Bike Lanes
- 9059- Bike Ped Master Plan
- 9060- Fairview Sidewalk
- 9070- Fairview Sidewalk
- 9082- Magnolia Sidewalk
- 9088- RRFB Improvements

EXHIBIT B-2 SCHEDULE OF FEES

Hourly Public Works Services:

Project Manager	\$165.00
Project Engineer	\$140.00
Project Designer	\$110.00
CAD Drafter	\$ 92.00
Hydrology/Hydraulic Engineer	\$145.00
Structural Engineer	\$155.00
Principal Construction Manager	\$180.00
Construction Manager	\$130.00
Inspector	\$ 95.00
Map Review/City Surveyor	\$185.00
1 Man Survey Crew	\$205.00
2 Man Survey Crew	\$250.00
Minimum Survey Trip Charge	\$750.00
Office Survey/Mapping	\$165.00
Soils/Geotechnical Engineer	\$165.00
Principal Engineer	\$165.00

MISCELLANEOUS CHARGES:

Hourly

Administration/Tech Aide	\$ 64.00
Direct Costs	Cost+15%
Outside Reproduction	Cost +15%
Materials & Expenses	Cost + 15%
Mileage (Portal to Portal)	\$0.54/Mile

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

Reimbursable expenses, including reproduction, project related materials, travel related expenses and mileage will be charged in accordance with the rates reflected in Exhibit B-2. Any singular expense in excess of \$500.00 will be pre-approved by the City.