



Agenda Item B.12
CONSENT CALENDAR
Meeting Date: June 4, 2019

TO: Mayor and Councilmembers

FROM: Charles W. Ebeling, Public Works Director

CONTACT: Teresa Lopes, Senior Project Engineer

SUBJECT: Public Works Capital Improvement Program Contracts for Fiscal Year 2019/20

RECOMMENDATION:

- A. Authorize the City Manager to execute Amendment No. 3 to Professional Design Services Agreement No. 2016-114 with TJKM for the Hollister Complete Streets Corridor Plan Project (9001) to extend the agreement to June 30, 2021 (Attachment No. 1);
- B. Authorize the City Manager to execute Amendment No. 3 to Professional Design Services Agreement No. 2016-143 with MNS Engineers, Inc., for the Hollister Class I Bike Path Project (9039), increasing the maximum contract amount by \$20,600 for a total amount not-to-exceed \$548,136, and extending the agreement to December 31, 2020 (Attachment No. 2); and
- C. Authorize the City Manager to execute Amendment No. 4 to Professional Design Services Agreement No. 2016-040 with Drake Haglan and Associates, for the Hollister Class I Bike Path Project (9039) extending the agreement to June 30, 2020 (Attachment No. 3).

BACKGROUND:

Hollister Avenue Complete Streets Corridor Plan (9001)

On September 9, 2014, the City received a notice of award of the US DOT's FY 2014 National Infrastructure Investments of TIGER VI Discretionary Grants program for the Hollister Avenue Complete Streets Corridor Plan (Plan) in the amount of \$236,000. The grant provided funding for the first Phase of the Plan, which includes engineering and traffic studies. The goal of the Hollister Avenue Complete Streets Corridor Plan is to identify improvements along the Hollister Avenue corridor in Old Town which will transform the 0.8 mile stretch of Hollister Avenue from Fairview Avenue to State Route 217 (SR 217) into a "complete streets" corridor. The Corridor Study will focus on providing improvements consisting of strong and safe transit connections, transportation infrastructure upgrades, visual and physical enhancements, improved pedestrian and

handicapped accessibility, and dedicated bicycle lanes. The plan will also include traffic studies to assess the impacts of improvements to the Hollister corridor as well as to adjacent and connecting streets. The development of the plan will benefit the community by improving the appearance and safety of the Hollister Avenue corridor for all modes of travel for all users in Old Town Goleta.

TJKM was selected as the prime consulting firm to perform the existing conditions assessment, traffic analysis, develop improvement alternatives, and to develop the Corridor Plan. TJKM was selected through the Request for Qualifications/Proposal (RFQ/RFP) process and were awarded a professional design services agreement by City Council on September 20, 2016 for a total of \$260,000 (Agreement 2016-114). On December 19, 2017 the City Council approved Amendment No. 1 to extend the termination of the agreement to June 30, 2019. On May 15, 2018 the City Council approved Amendment No. 2 to the contract for an additional compensation of \$28,250 for a total not-to-exceed amount of \$288,250.

Hollister Class I Bike Path (9039)

The Hollister Class I Bike Path Project added a 14 ft. wide multi-use path with a 5-foot landscaped buffer along the south side of Hollister Avenue from Pacific Oaks Road to Ellwood Elementary school. In September 2014, the City was awarded a \$1,644,000 in Cycle 1 Active Transportation Program (ATP) grant for project construction. Construction of the project was essentially complete in spring 2018.

The path is widely used by the community, particularly by school children commuting to and from Ellwood Elementary School. The multi-use path was the recipient of several awards including the American Society of Civil Engineers (ASCE) Los Angeles Section 2018 Bikeways and Trails Project of the Year, ASCE Santa Barbara/Ventura Branch 2018 Project of the Year, and American Public Works Association (APWA) 2018-2019 Project of the Year \$2-\$5 Million Runner-Up.

Drake Haglan and Associates (DHA) were selected to perform design services for the project following a competitive Request for Proposals (RFP) process from the City's pre-authorized qualified consultants list for engineering design services and a contract was awarded on May 11, 2016 for a total of \$29,000 (Agreement 2016-040). On June 21, 2016 the City Council approved Amendment No. 1 to the contract for an additional compensation of \$183,229 for a total not-to-exceed amount of \$212,229. On October 18, 2016 the City Council approved Amendment No. 2 to the contract for an additional compensation of \$144,393 for a total not-to-exceed amount of \$356,622 and to extend the termination of the agreement to June 30, 2018. On June 19, 2018 the City Council approved Amendment No. 3 to extend the termination of the agreement to June 30, 2019.

MNS Engineers Inc. (MNS) were selected following a competitive RFP process and awarded a professional design services contract to provide Construction Management, Inspection and Testing (CMIT) services by City Council on November 14, 2016 for a total of \$444,096 (Agreement 2016-143). On December 5, 2017 the City Council approved Amendment No. 1 to the contract for an additional compensation of \$31,000 for a total not-to-exceed amount of \$475,096. On June 5, 2018 the City Council approved Amendment No. 2 to the contract for an additional compensation of \$52,440 for a total

not-to-exceed amount of \$527,536 and to extend the termination of the agreement to June 30, 2019.

The project construction contract was awarded to Granite Construction Company (Granite) for a total of \$4,624,820 with an additional \$462,482 budgeted for project contingencies by City Council on March 21, 2017.

DISCUSSION:

Hollister Complete Street Corridor Plan (9001)

The draft Complete Streets Corridor Plan has been completed. Public Works is finalizing the review of the draft and plans to bring an update to Council in summer 2019 to present the corridor plan and findings of the traffic analysis. Until the project has been completed it is necessary to extend the termination date of the agreement with TJKM which is due to expire on June 30, 2019. Public Works recommends amending the agreement so that TJKM can continue work on the project.

Hollister Class I Bike Path (9039)

Construction for the Hollister Class I Bike Path is essentially complete, and the project is in the construction closeout phase. Public Works and the project team (including DHA and MNS) are working with Granite Construction to finalize the project and settle the few remaining outstanding items. Until the project is complete it is necessary to extend the termination date of the agreements with DHA and MNS which are due to expire on June 30, 2019.

Additional compensation of \$20,600 is necessary for the MNS agreement to cover additional unanticipated work. The close out of the project has gone beyond the timeframe that was originally anticipated. One of the reasons for the delay involved damage and subsequent required repair work resulting from an irrigation line break which occurred in 2018 after construction completion. It was necessary for MNS to provide increased inspection time in the field to oversee the repair work as well as construction management effort to assist Public Works in defending the claim brought by the Contractor. The claim has been settled with no additional cost to the project, and the project is moving forward with closeout. The additional compensation requested in this amendment will account for the hours worked and estimated hours necessary to close out the project.

Public Works recommends amending the DHA and MNS agreements to complete closeout of the project and forecasts the project to wrap up this year. Public Works will return to Council for the project Notice of Completion in Summer/Fall of 2019.

FISCAL IMPACTS:

The adopted FY 2018/19 Budget includes sufficient funds to cover the increase in compensation for the MNS agreement for the Hollister Class 1 Bike Path (9039), no additional appropriations are necessary. On March 21, 2017 City Council authorized the City Manager to approve contingency contract change orders in an amount not to exceed \$454,582. Accounting for all completed change orders paid to date in the construction contract, there is an approximate \$187,445 contingency remaining in the contract budget.

This amendment proposes to re-allocate \$20,600 from construction into the construction management budget; retaining a reasonable amount of funds in construction for unforeseen close-out activities. The table below summarizes the CIP project budget accounts available to support this amount, which include adjusting encumbrances.

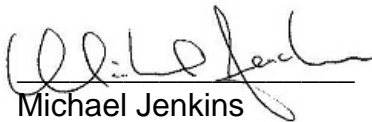
Fiscal Year 2018/19 Hollister Ave Class 1 Bike Path (9039)				
Account	Fund Type	Current FY18/19 Budget	YTD Actual Encumbrances	Total Available Budget
101-5-9039-705	General Fund	\$69,189	\$69,189	\$0
205-5-9039-706	Measure A	\$9,928	\$8,428	\$1,500
220-5-9039-706	GTIP	\$5,949	\$2,796	\$3,153
	Total	\$85,066	\$80,413	\$4,653


ALTERNATIVES:

The City Council may elect not to authorize these contract amendments and allow the current contracts to expire, doing so could cause delays in the timing of the CIP projects.

Legal Review By:

Approved By:


Michael Jenkins
City Attorney


Michelle Greene
City Manager

ATTACHMENTS:

1. Amendment No. 3 for TJKM Agreement No. 2016-114 for Professional Design Services
2. Amendment No. 4 for DHA Agreement No. 2016-040 for Professional Design Services
3. Amendment No. 3 for MNS Agreement No. 2016-143 for Professional Design Services
4. TJKM Agreement No. 2016-114 for Professional Design Services and Amendments No. 1 and 2 (available online only)
5. DHA Agreement No. 2016-040 for Professional Design Services and Amendments No. 1, 2, and 3. (available online only)
6. MNS Agreement No. 2016-143 for Professional Design Services and Amendments No. 1 and 2. (available online only)

ATTACHMENT 1

Amendment No. 3 for Professional Design Services Agreement No. 2016-114 with
TJKM

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

This **Amendment No. 3** to a PROFESSIONAL DESIGN SERVICES by and between the **City of Goleta**, a municipal corporation ("City") and **TJKM**, a California Corporation, ("Consultant") dated September 20, 2016 ("Agreement," Agreement No. 2016-114) is made this 4th day of June, 2019.

RECITALS

WHEREAS, this Agreement was entered into to provide the City with professional design services in conjunction with the Hollister Avenue Complete Streets Corridor Plan and contains a total not-to-exceed amount of \$260,000; and

WHEREAS, on December 19, 2017 the Agreement was amended so as to extend the termination date of the Agreement to June 30, 2019 ("Amendment No.1"); and

WHEREAS, on May 15, 2018, the Agreement was amended so as to provide additional compensation in the amount of \$28,250 for a not-to-exceed amount of \$288,250 ("Amendment No. 2"); and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 30, 2019; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2021; and

WHEREAS, the Agreement did not provide for the Agreement or any amendments to be executed in counterparts by facsimile or electronic mail; and

WHEREAS, the parties desire to amend the Agreement to allow for execution of the Agreement and amendments by facsimile and electronic mail in order to expedite the finalization of the agreements; and

WHEREAS, the City Council approved this Amendment No. 3, on this 4th day of June, 2019.

AMENDED TERMS

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

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

The term of this Agreement is from the date first written above to June 30, 2021, 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. **Section 47. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES** of the Agreement is added to include counterparts and electronic/facsimile signatures as follows:

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

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

In concurrence and witness whereof, this Amendment No. 3 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager


Nayan Amin, President

ATTEST:

Deborah Lopez, City Clerk

Ruta Jariwala, Principal/Secretary

APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

ATTACHMENT 2

Amendment No. 4 for Professional Design Services Agreement No. 2016-040 with DHA

**AMENDMENT NO. 4
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DRAKE HAGLAN AND ASSOCIATES**

This **Amendment No. 4** 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") ("Consultant") dated May 11, 2016 ("Agreement," Agreement No. 2016-040) is made this 4th day of June, 2019.

RECITALS

WHEREAS, this Agreement is for the professional engineering services in conjunction with the Hollister Avenue Class I Bike Path Project and contains a not-to-exceed amount of \$29,000; 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, on June 19, 2018, the Agreement was amended so as to extend the termination date to June 30, 2019 ("Amendment No. 3"); and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed three hundred fifty-six thousand six hundred twenty-two dollars (\$356,622); and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 30, 2019; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2020; and

WHEREAS, the Agreement did not provide for the Agreement or any amendments to be executed in counterparts by facsimile or electronic mail; and

WHEREAS, the parties desire to amend the Agreement to allow for execution of the Agreement and amendments by facsimile and electronic mail in order to expedite the finalization of the agreements; and

WHEREAS, the City Council approved this Amendment No. 4, on this 4th day of June, 2019.

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, 2020, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

2. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.
3. **Section 31. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES** of the Agreement is added to include counterparts and electronic/facsimile signatures as follows:

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

In concurrence and witness whereof, this Amendment No. 4 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

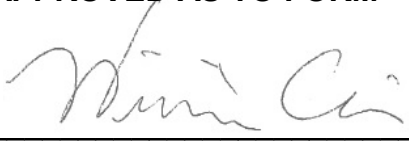
Craig Drake, Chief Financial Officer

ATTEST:

Deborah Lopez, City Clerk

Dennis M. Haglan, President

APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

ATTACHMENT 3

Amendment No. 3 for Professional Design Services Agreement No. 2016-143 with MNS

**AMENDMENT NO. 3
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
MNS ENGINEERS, INC.**

This Amendment No. 3 ("Amendment") to a PROFESSIONAL DESIGN SERVICES AGREEMENT is made this 4th day of June, 2019, between the **CITY OF GOLETA**, a municipal corporation ("City") and **MNS ENGINEERS, INC.**, a California Corporation ("Consultant") dated November 14, 2016 ("Agreement", Agreement No. 2016-143).

RECITALS

WHEREAS, this agreement is for professional services for construction management, inspection & material testing (CMIT) in conjunction with the Hollister Class I Bike Path Project and contains a total not-to-exceed amount of \$444,096; and

WHEREAS, on December 5, 2017, the Agreement was amended so as to provide additional compensation in the amount of \$31,000 for a total compensation not to exceed four hundred seventy-five thousand ninety-six dollars (\$475,096) and to revise Exhibit A entitled "Scope of Work" (Amendment No. 1); and

WHEREAS, on June 5, 2018, the Agreement was amended to provide additional compensation in the amount of \$52,440 for a total compensation not to exceed five hundred twenty-seven thousand five hundred thirty-six dollars (\$527,536), and to extend the termination date of the agreement to June 30, 2019 (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 five hundred twenty-seven thousand five hundred thirty-six dollars (\$527,536); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of twenty thousand six hundred dollars (\$20,600) for continued professional services for construction management, inspection & material testing (CMIT) in conjunction with the Hollister Class I Bike Path Project; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the agreement on June 30, 2019; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination date of the agreement to December 31, 2020; and

WHEREAS, the Agreement did not provide for the Agreement or any amendments to be executed in counterparts by facsimile or electronic mail; and

WHEREAS, the parties desire to amend the Agreement to allow for execution of the Agreement and amendments by facsimile and electronic mail in order to expedite the finalization of the agreements; and

WHEREAS, the City Council approved this Amendment No. 3, pursuant to the Goleta Municipal Code Section 3.05.240 on this 4th day of June, 2019.

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 \$20,600 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 \$568,136 (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, 2020, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional 18 months to read in its entirety.

The term of this Agreement is from the date first written above to December 31, 2020, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

3. **Section 32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES** of the Agreement is added to include counterparts and electronic/facsimile signatures as follows:

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

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

In concurrence and witness whereof, this Amendment No. 3 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

James Salvito, President

ATTEST:

Deborah Lopez, City Clerk

Greg Chelini, Vice President

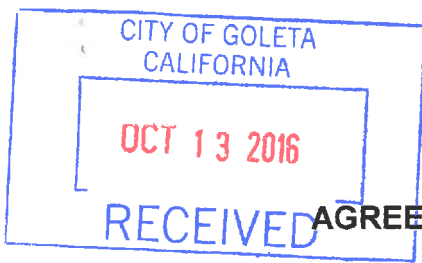
APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

ATTACHMENT 4

Professional Design Services Agreement No. 2016-114 and Amendments No. 1 and 2
with TJKM



Project Name: Hollister Avenue Complete Streets Corridor Plan

Agreement No. 2016-114
City of Goleta, California

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

This **AGREEMENT FOR PROFESSIONAL DESIGN 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 **TJKM**, (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 selected for award of this AGREEMENT by Public Works Director, Rosemarie Gaglione following a competitive Request for Proposal process; and

WHEREAS, CONSULTANT was recommended for award based on City staff's recommendation; 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 Section 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 design services in conjunction with Phase I of II of the Hollister Avenue Complete Streets Corridor Plan. Services shall generally include design and context, technical expertise, performance indicators, and elements necessary for ensuring implementation of the plan, as more

particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein. CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A".

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$260,000 (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 Kathy Garcia, Deputy Public Works Director and Project Manager shall have the authority to act on

behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

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

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to 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 December 31, 2017, following the notice to proceed.

7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Nayan Amin, is the CONSULTANT Project Manager and is deemed to be specifically 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.

The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the CITY's Project Manager, except that, which is expressly identified in the approved Exhibit A. Any subcontract entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors. Any substitution of subconsultants must be approved in writing by the CITY's Project Manager.

8. HOLD HARMLESS AND INDEMNITY

(a) **Hold Harmless for CONSULTANT's Damages.** CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this

AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

(b) Defense and Indemnity of Third Party Claims/Liability. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single lawyer from representing both CITY and CONSULTANT, or should CITY otherwise find CONSULTANT's legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONSULTANT's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and shall survive termination of this AGREEMENT.

(c) No Waiver. CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 9.

9. 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 shall 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 shall 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 shall be promptly reimbursed by CONSULTANT or CITY shall 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.

10. 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.

11. 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.

12. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 30 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately

assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 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.

13. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

14. 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 shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. USE OF THE TERM "CITY"

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

23. 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.

24. 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.

25. 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.

26. 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.

27. 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 shall nevertheless continue in full force without being impaired or invalidated in any way.

28. NOTICES

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

TO CITY: Attention: Michelle Greene, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO CONSULTANT: Attention: Nayan Amin T.E.
TJKM
4305 Hacienda Drive, Suite 550
Pleasanton, CA 94588

29. COST PRINCIPLES

The CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.

The CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to the CITY.

30. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

For the Scope of Work, CITY has a Disadvantaged Business Enterprise (DBE) goal of 1.55%. CONSULTANT is required to submit to CITY completed Caltrans Form 10-01 reflecting the DBE commitment by CONSULTANT. CONSULTANT to submit Caltrans Form 10-02 Consultant Contract DBE Information to the CITY prior to contract award.

CONSULTANT is required to include in applicable Subcontracts the DBE contract language show in the attached Exhibit Standard Agreement for Subcontractor/DBE Participation (Exhibit C).

A DBE may be terminated only with written approval by CITY and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting CITY's consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

31. CONTINGENT FEE

The CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an

agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the CITY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

32. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the CONSULTANT, subcontractors, and the CITY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, the State Auditor, CITY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

33. DISPUTES

Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the CITY's Project Manager and Public Works Director, who may consider written or verbal information submitted by the CONSULTANT.

Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the CONSULTANT may request review by the CITY Council of unresolved claims or disputes, other than audit. The request for review shall be submitted in writing.

Neither the pendency of a dispute, nor its consideration by the committee shall excuse the CONSULTANT from full and timely performance in accordance with the terms of this contract.

34. AUDIT REVIEW PROCEDURES

Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the CITY'S CHIEF FINANCIAL OFFICER.

Not later than 30 days after issuance of the final audit report, the CONSULTANT may request a review by the CITY'S CHIEF FINANCIAL OFFICER of unresolved audit issues. The request for review shall be submitted in writing.

Neither the pendency of a dispute nor its consideration by the CITY shall excuse the CONSULTANT from full and timely performance, in accordance with the terms of this contract.

35. EQUIPMENT PURCHASE

Prior authorization in writing, by the CITY'S Project Manager shall be required before the CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. The CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

For purchase of any item, service or consulting work not covered in the CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by the CITY's Contract Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

Any equipment purchased as a result of this contract is subject to the following: "The CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the CITY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the CONSULTANT may either keep the equipment and credit the CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit the CITY in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determined at the CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the CITY and the CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the CITY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

All subcontracts in excess \$25,000 shall contain the above provisions.

36. INSPECTION OF WORK

The CONSULTANT and any subcontractor shall permit the CITY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

37. SAFETY

The CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. The CONSULTANT shall comply with safety instructions issued by the CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the CITY has determined that such areas are within the limits of the project and are open to public traffic. The CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

38. OWNERSHIP OF DATA

Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract shall automatically be vested in the CITY; and no further agreement shall be necessary to transfer ownership to the CITY. The CONSULTANT shall furnish the CITY all necessary copies of data needed to complete the review and approval process.

It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

The CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the CITY of the machine-readable information and data provided by the CONSULTANT under this agreement; further, the CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by the CITY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by the CONSULTANT.

Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts)

The CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

39. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical, or other data and information relative to the CITY's operations, which are designated confidential by the CITY and made available to the CONSULTANT in order to carry out this contract, shall be protected by the CONSULTANT from unauthorized use and disclosure.

Permission to disclose information on one occasion, or public hearing held by the CITY relating to the contract, shall not authorize the CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

The CONSULTANT shall not comment publicly to the press or any other media regarding the contract or the CITY's actions on the same, except to the CITY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

The CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the CITY, and receipt of the CITY'S written permission.

Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than CITY.

40. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, the CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the CONSULTANT within the immediately preceding two-year period, because of the CONSULTANT's

failure to comply with an order of a federal court that orders the CONSULTANT to comply with an order of the National Labor Relations Board.

41. EVALUATION OF CONSULTANT

The CONSULTANT's performance shall be evaluated by the CITY. A copy of the evaluation shall be sent to the CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

42. NON DISCRIMINATION STATEMENT OF COMPLIANCE

The CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement

43. DEBARMENT AND SUSPENSION CERTIFICATION

The CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or

had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the CITY.

Exceptions shall not necessarily result in denial of recommendation for award, but shall be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

44. STATE PREVAILING WAGE RATES

The CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

45. CONFLICT OF INTEREST

The CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this contract, or any ensuing CITY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing CITY construction project, which shall follow.

The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

The CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with the CONSULTANT shall bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

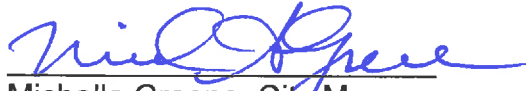
Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

46. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION


The CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

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

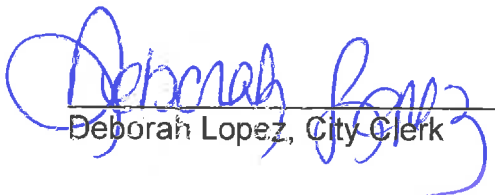
CITY OF GOLETA



Michelle Greene, City Manager

CONSULTANT


Nayan Amin, President

ATTEST:


Deborah Lopez, City Clerk


Ruta Jariwala, Principal/Secretary

APPROVED AS TO FORM



Tim W. Giles, City Attorney

Exhibit A Scope of Work

Task 1. Project Management and Kick-Off Meeting

Task 1.1 Project Management and Project

The consultant shall attend and facilitate a project kick-off meeting with City staff, and others as needed. The purpose of the meeting shall be to:

- Identify project goals and objectives
- Discuss and confirm critical data/issues that may influence Plan development
- Prepare a draft scope and schedule for review by stakeholders
- Finalize project scope and schedule, including approach to public outreach

The consultant shall prepare meeting materials including meeting agenda and related materials, PowerPoint presentations (if necessary), and summarize meeting notes and action items. Throughout the project, there shall be ongoing coordination between the consultant and City staff. Consultant shall hold regular progress conference calls (bi-weekly) so the project keeps on track and meets expectations. The consultant shall provide monthly project updates that shall include budget, schedule and deliverables progress to the City's Project Manager. The consultant shall coordinate meetings with City staff and other stakeholders for various milestones throughout the project.

Task 1.2 Detailed Work Plan

The consultant shall develop a detailed Work Plan, which shall include Scope of Work, and detailed schedule including meetings for the project. Under this task the public outreach program including advertisement strategies, format of public workshops and outreach efforts shall be fine-tuned. The Consultant shall detail the key staff members, communication channels, QA/QC process, invoicing procedures and other relevant items. The Work Plan shall be revised based on comments received from City staff and discussions at the kick-off meeting.

Task 1.3 Stakeholder Advisory Group

The Consultant shall identify representatives from Old Town Association, County of Santa Barbara, City of Santa Barbara, UCSB, SB Bike Coalition, COAST, Chamber of Commerce, MTD, Caltrans, emergency service providers, and local community to form a Stakeholder Advisory Group (SAG) in advance of the project kickoff. The purpose of the SAG shall be to inform the project scope, review early deliverables, and confirm support of the draft plan before presentation to the Transportation Committee, Planning Commission and Council.

The consultant shall have two meetings with SAG. Consultant shall meet with the SAG to review information collected in Tasks 3 and 4, and again to review and comment on the initial draft of the Hollister Avenue Complete Streets Corridor Plan. The consultant

shall prepare an agenda, maps, graphics, and other relevant materials for each meeting, and provide a written summary of the discussions and action items.

Task 1 Deliverables:

- Attendance and facilitation of Project Kick-Off Meeting
- Project Kick-Off Meeting summary notes
- Final project scope and schedule
- Identification of Stakeholder Advisory Group SAG
- Facilitation and attendance at up to two SAG meetings and related meeting materials
- Regular project management conference calls and monthly progress updates

Task 2. Inventory Existing Facilities, Programs and Conditions

Task 2.1 Review and Assess Current and Previous Planning Documents

The consultant shall collect and conduct a thorough review of prior planning and engineering technical studies relevant to the study corridor. This review shall also include existing bicycle, pedestrian and Safe Routes to School planning documents for the study area. Relevant documents include, but are not limited to, City of Goleta Complete Streets Policy, City of Goleta Bicycle and Pedestrian Master Plan, Neighborhood Traffic Management Program, General Plan, County of Santa Barbara Bicycle and Pedestrian Plan, Transit Corridors, and other relevant documents as applicable within City of Goleta and neighboring jurisdictions. Relevant documents shall be reviewed to explore opportunities for coordination.

The document review shall focus on the goals and objectives that support the Hollister Avenue Complete Streets Corridor Plan, specific design guidelines and City's policies, and identification of key connections, destinations, and priority intersections. The results of this document review shall be summarized as part of a Technical Memorandum.

Task 2.2 Inventory Existing Environment

A key task of the Hollister Avenue Complete Streets Plan shall be to address and improve operations, safety and accessibility for all modes of transportation while maintaining the character of the community. In order to understand the constraints and opportunities within this context, a thorough inventory of existing infrastructure and conditions shall be conducted throughout the study corridor. The key data to be collected under this task is:

- Existing Data from City – Existing data and relevant information shall be obtained including GIS files, as-built plans, relevant traffic data, collision data, speed surveys, signal timings, inventories of crosswalks, signs and other information.
- Public Transit Utilization Data – Transit agencies shall be contacted to request for boarding's by bus stops located along the entire study corridor shall be made.

- Collect New Data – Based on the review of the data collected from the City of Goleta and other stakeholders the consultant shall identify the missing data and upon approval from the City's Project Manager shall collect the following data:
- Origin Destination Study – This shall assist in the determination of the percentage of the vehicular traffic passing through the study corridor vs. community traffic. Origin-Destination Study shall be conducted by setting up Bluetooth readers along the study corridor.
- Collect Intersection and Corridor Counts – Peak hour vehicular turning movement and pedestrian/bicycle counts and 24-hour (seven days) bi-directional traffic volumes shall be collected along the study corridor. Peak hour turning movement counts (vehicular, pedestrian and bicycle) shall be conducted during the weekday morning peak period and afternoon peak period. The location for peak hour turning movement counts and 24-hour bi-directional traffic volumes shall be determined based on the review of the data collected earlier and in consensus with the City of Goleta and stakeholders.
- Parking Data – consultant shall collect demand and supply of on-street parking as well as within public and private parking facilities along and in the close proximity to the study corridor.
- Speed Data – consultant shall collect speed data along the study corridor in consensus with the City staff.
- Collect Queuing Data – consultant shall collect queuing data in 15-minute interval in terms of number of vehicles in turn lanes and through lanes at each study intersections. Queueing data is intended to assist in the calibration and validation of the traffic operational model to be used for evaluation of measure of effectiveness (MOE's) for the project.
- Conduct Travel Time Runs – Travel time runs (four runs) in each direction shall be conducted during the peak periods along the entire length of the study corridor.
- Walking Audit – To identify gaps in pedestrian, bicycle, transit and vehicular facilities the consultant shall conduct a walking audit along the study corridor. During walking audit, Consultant shall collect information on the presence of marked and unmarked crosswalks, bike lanes, curb ramps, signage, sidewalk or pathway width, striping conditions, rolled vs. non-rolled curbs and overall condition of the study corridor.

Task 2.3 Collision Analysis

The consultant shall compile and review the history of collisions involving all modes of transportation along the study corridor for the five most recent years of data available from the California Highway Patrol Statewide Traffic Records System (SWITRS).

Where significant incidents or collision clusters have been identified, consultant shall determine the type and severity of the collision, party at fault, and other available information to understand key factors that led to the collision, and potential countermeasures.

Task 2 Deliverables

- Technical Memorandum summarizing:
- Planning and Policy Document Review
- Existing Environment Inventory
- Collision Analysis

Task 3. Outreach Public Participation

This task pertains to general public outreach to be conducted throughout the project. The involvement of residents in the development of the Hollister Avenue Complete Streets Corridor Plan is critical to its success. The consultant shall develop and implement a targeted public outreach and engagement strategy in conjunction with the City's Community Relations Manager/PIO. In order for the local governments, organizations, businesses and residents to fully understand and endorse a community-wide Transportation System for all modes of transportation in the City of Goleta, it is essential to involve a diverse cross section of the public throughout the preparation of this plan. The consultant specializes in a variety of community outreach methods and strategies to assist our plans and clients, including:

- Public workshops
- Focus groups
- Walking/biking tours
- Project websites
- User and online survey

The consultant understands and anticipates the following number of meetings under this task:

- With City Staff (5)
- Stakeholder Advisory Group (3)
- Community Meetings (3)
- City Council (3)

For a successful Plan, buy-in and participation from City's residents and regular visitors shall be essential if recommendations are to be meaningful and supported over time. The Consultant shall remain flexible and seek confirmation of approach from City staff, and SAG members; contractor shall assume the following activities in the proposal budget:

Task 3.1 Project Website

The consultant shall create an interactive project website to engage the community to submit ideas, concerns, priorities, desired facility and streetscape elements. The website shall provide information on the overall project goals, upcoming community meetings/events, draft and final reports. All approved project deliverables shall be posted to the website. The website shall be linked to a City-hosted Facebook page, and

City-hosted Twitter account. The consultant shall work with the City staff to acquire a custom web address and shall host and manage the site for the duration of the project.

Task 3.2 Online Resident Survey

An online survey shall be an efficient way to engage the public early in the process, both to communicate project objectives and to elicit feedback on specific issues, trip types, and destinations that should be considered for prioritization. The results of the survey shall be integrated into early analysis and help inform future deliverables, and may include the development of an email contact list for project updates.

The consultant shall prepare a draft online survey for review at the kickoff meeting. In the case of this Plan, for example, a visual preference survey of alternative pedestrian facilities and traffic safety treatments that may be most compatible with the rural and scenic character of the community.

As part of this task, consultant shall design a mailer that includes a description and link to the online survey, as well as other information pertaining to the project scope and schedule – such as the date and time of a walking/biking tour (Task 3.2). The results of the online survey shall be summarized and included as part of the Draft/Final Plan.

Task 3.3 Walking/Biking Tour

Organized walking or biking tours are 'public meetings in the field' that can involve elected officials, city staff, advocates, interested residents, visitors, and others (including potential funding partners or media). By gaining a user perspective of key issues and routes, these tours promote a shared stakeholder experience that informs and improves ongoing decision-making. It is not uncommon for our tours to be considered the "highlight" of the planning process and to lead to recommendations in the Plan for more regularly organized community rides/walks.

The consultant shall work with the City staff to determine the timing and route of the tour, and whether a bicycle ride or walk would be most beneficial to the planning process. If requested, participants may convene indoors afterward to further discuss or confirm issues identified during the tour. As an alternative, consultant is prepared to facilitate a more traditional public workshop to help identify and advance concepts.

Highlights and discussion from the tour, recorded through notes, map graphics and digital photos, shall be summarized in a separate memorandum and included as part of the Draft/Final Plan.

Under this task, consultant shall also make a presentation to the SAG to present the work completed under earlier tasks and receive their input for development of the Plan. This presentation shall be made separate from the Walking/Biking Tour.

Task 3.4 Community Outreach Workshops

Community Outreach Workshop No. 1 - The City shall be responsible for scheduling a community outreach workshop and making arrangements for a facility. The consultant shall prepare notifications of public workshops including a narrative for an advertisement. Working with City staff community and related area groups to distribute the email news blast shall be identified. Strategic phone calls to agreed-upon stakeholders to inform them of the meeting shall be performed by the consultant. Consultant shall prepare an agenda, comment sheets, other print materials, record public comments and assist in providing appropriate responses. Meeting materials to be prepared could include exhibit boards, PowerPoint presentations, fact sheets and other materials helpful in presenting the project to the public. Project-related news articles to share with the project team shall be tracked and collected.

During this workshop, information obtained to date shall be presented at the community workshop with the primary objective of gathering input on community concerns. Key components of this community workshop shall include the following:

- Community kick-off workshop with opening presentations on project objectives, tasks and schedule.
- Presentation of information on current and future transportation issues, such as traffic data and surveys, circulation, non-motorized audits of the corridor, and parking.
- Community design tables to provide a forum for community members to work with the project team to clarify issues and priorities.

Community Outreach Workshop No. 2 – The data collected under Tasks 2 and 3 shall be presented at a second community workshop. The purpose of this workshop shall be verification of issues and framing of the issues so that alternatives can be developed.

- The City of Goleta shall be responsible for scheduling the second community outreach workshop and making arrangements for a facility. The Consultant shall be responsible for notification as indicated for Community Outreach Workshop No. 1. Key components of this community workshop shall include the following:
- Presentation of tasks completed to date (data collection, analysis, issues identification).
- Community design tables to provide a forum for community members to work with the project team to verify issues and priorities, identify potential improvements, and develop conceptual transportation improvement designs.

Community Outreach Workshop No. 3 - The Hollister Avenue Complete Streets Corridor Plan alternatives developed shall be presented at the third community workshop. The purpose of the third community workshop shall be to solicit feedback on each alternative and to develop a hybrid alternative based on the corridor plan

alternatives. The City of Goleta shall be responsible for scheduling a third community outreach meeting and making arrangements for a facility. The consultant shall be responsible for notifications and other tasks as identified under Community Outreach Workshop No. 1. Key components of the third community meeting shall include the following:

- Presentation of three Hollister Avenue Complete Streets Corridor Plan alternatives.
- Provide a forum for community members to identify elements of each plan that they want to see in the final preferred plan.

Task 3.5 Stakeholder Meetings

Up to three individual meetings shall be conducted with the stakeholders in consensus with the City of Goleta staff. These meetings shall be organized by City of Goleta staff. The intent of these meetings is to solicit more detailed input from key members of the community. Assumptions:

- Survey shall be hosted external to the Town's website by consultant.
- The City of Goleta shall provide postage, distribute mailers and provide public notice of meetings.

Task 3 Deliverables

- Draft and Final Online Survey
- Mailer with survey description and link, graphics, presentation, summary of input/comments received and other project information for Community Outreach Workshops
- Bicycle/Walking Tour - planning, facilitation, maps and summary document
- Notes from Stakeholder Meetings, presentation, and appropriate materials for discussion

Task 4. Identify Issues

Under this task, the consultant based on the work completed under Tasks 1 through 3 shall conduct overall evaluation of the study corridor under existing and future conditions. Operational, safety and livability issues under existing and future conditions shall be identified under this task. Future traffic demands shall be projected based on the City and County Travel Demand Model. Future pedestrian and bicycle demands shall be projected based on the potential growth and business developments along the study corridor. Circulation patterns shall be reviewed, peak hour traffic control warrants shall be evaluated and recommendations shall be provided for enhancement to circulation patterns and traffic controls along the study corridor. Levels of Service (LOS) for all modes of transportation at the study intersections and roadway segments shall be evaluated under existing and future conditions.

In addition, under this task the consultant shall conduct the following:

- Based on review of accident data patterns that are susceptible to correction through geometric modifications, traffic controls, etc.
- ADA accessibility and amenities along the study corridor shall be evaluated and deficiencies shall be identified
- Deficiencies in pedestrian and bicycle connectivity and safety shall be identified
- Deficiencies along the study corridor for all modes of transportation shall be identified

Task 4 Deliverable:

- Draft and Final Issues and Analysis Report summarizing the issues and work completed under this task
- The Draft and Final Issues and Analysis Report *shall* include but not limited to Peak-hour traffic signal warrants and traffic control recommendations, Existing and Future year intersection LOS for all modes of transportation, and preliminary recommendations

Task 5. Needs and Demand Analysis

The key outcome of this task shall focus on identification of performance indicators to evaluate and compare different alternatives, support implementation of the preferred alternative, and also to ultimately evaluate the future success of the alternative upon implementation. Types of performance indicators to be proposed would include:

- Safety Indicators – Incorporating initial findings concerning collision history and travel speeds.
- Travel Time Indicators – Including “end-to-end” corridor travel time by mode, and “cross-corridor” travel time indicators that take into account the trade-offs between different alternatives, including the net effect on bicycle, motor vehicle, pedestrian and transit travel time.
- Community Design Indicators – Such indicators shall allow community preferences including the character and landscaping of the corridor.
- Cost and Implementation Indicators – Comparing alternatives could incorporate specific cost-sensitive and feasibility indicators.

The consultant shall confer with City staff during Task 1 to confirm the timing of this task. This scope of work proposes to refine performance indicators following initial public input, data gathering and existing conditions assessment during Tasks 1-4. Alternatively, the development of indicators may occur earlier in the process, if desired. Based on the work completed under earlier tasks, input from the SAG and City staff, the consultant shall prepare a memorandum proposing priority projects, policies, and strategies that meet the needs and objectives of the Hollister Avenue Complete Streets Corridor Plan.

The consultant shall assess needs for enhancement, mobility and safety for all modes of transportation. This assessment shall address: 1) the physical attributes of existing facilities; 2) the potential for vehicle trip reductions and air quality benefits; 3) potential

for increased walking and bicycle usage; and 4) the needs of all users of the corridor. The assessment shall identify opportunities for improvement for all modes of transportation, identify gaps and deficiencies within the existing system, and suggest locations where improvements should be prioritized. The assessment shall consider different needs depending on the age, experience and skills.

Task 5.1 Capital Projects

The consultant anticipates that recommendations in this task shall largely focus on the adopted City and Countywide Plans. Proposed roadway improvements along and within this network shall be assessed for enhancements to enhance safety and connectivity. Proposed improvements shall be presented graphically on maps, and through plan/sections of potential high priority projects and illustrative concepts.

Task 5.2 Assessment of Design Policies and Guidelines

As an interdisciplinary transportation planning and design firm, consultant is uniquely positioned to find a balance among the City's mobility goals and challenges and its commitment to maintaining a natural aesthetic. Understanding the power of good design, Consultant shall know there are many ways to 'routinely accommodate' roadway users without the provision of sidewalks and bicycle lanes on every street.

Led by experienced planners and engineers, the consultant shall pursue a synergistic strategy to the provision of Complete Streets guidance, one that interweaves soft surface trail, green stormwater management, and pragmatic traffic design principles to find advancements that are meaningful yet supportable within City of Goleta's existing framework.

Task 5 Deliverables:

- Needs Analysis Memorandum (Word, PDF)

Task 6. Develop Alternatives

At the beginning of this task, consultant shall meet with the City staff to discuss the approach. The alternatives development process shall be conducted in two steps. Preliminary design concepts shall be developed during a 2-day Community Design Charrette that shall serve as a working session for members of the team. Following the charrette, consultant shall refine the preliminary Draft and Final Alternatives.

As a key part of the Alternatives Development task, consultant shall conduct a two-day design charrette. The charrette shall be a working session. The City of Goleta shall be responsible for scheduling a venue for a two-day design charrette. The consultant shall prepare notifications including a narrative for an advertisement. Working with the City of Goleta staff community and related area groups to distribute the email news blast shall be identified. Strategic phone calls to agreed-upon stakeholders to inform them of the meeting shall be performed by the consultant. The consultant shall prepare an agenda, comment sheets, other print materials, record public comments and assist in providing

appropriate responses. Meeting materials to be prepared could include exhibit boards, PowerPoint presentations, fact sheets, and other materials helpful in presenting the project to the public. Project-related news articles to share with the project team shall be tracked and collected.

During day one, Consultant shall present our findings to date, listen to site-specific design suggestions from participants, and sit down with participants to sketch out initial concepts. The data collected under Tasks 1-5 shall be presented at the beginning, including discussion of performance indicators and design constraints.

Based on the work completed under earlier tasks, and desired circulation and operation improvements for multi-modal functionality of the corridor, the consultant may prepare plans by segment, or for the entire study corridor. It is likely that a matrix approach shall be used, with certain strategies identified for one segment and other strategies identified for other segments of the corridor. The consultant proposes to develop three corridor plan alternatives based existing conditions as well as future year transportation projections and the projected operations. Alternatives shall include improvements that effectively reduce congestion, reduce collisions, improve safety, improve connectivity, improve mobility and community livability. Alternatives shall include methods to create a more livable environment and enhance the corridor characteristics by improving multi-modal function, bicycle and pedestrian facilities, traffic calming measures and community aesthetics. The alternatives shall include alternatives, graphics, cross-sections, conceptual examples of roadway geometrics. As part of the development of alternatives ways that bicycle, pedestrian and vehicular infrastructure standards that should be implemented within the corridor to improve efficient and safe connectivity shall be recommended. Using standards from NACTO, and other similar best practices, Consultant shall draw from other similar projects implemented recently. Plan development shall include the following key items:

- Develop measures to improve safety of motorists, pedestrians, and bicyclists.
- Develop measures to reduce critical queuing conditions.
- Determine potential modifications to lane geometrics to better serve the needs of all users.
- Identify trade-offs of the appropriateness of providing capacity improvements to reduce delay and improve LOS at the study intersections and roadway segments.
- Develop measures to improve pedestrian facilities along the corridor and connect pedestrian routes.
- Develop measures to improve bicycle travel facilities along the corridor and connect bike routes.
- Identify bus stops needed for transit service.
- Preliminary needs for right-of-way acquisition for potential roadway reconfiguration options under the alternatives shall be evaluated.
- Concept-level cost estimates for each alternatives shall be developed.

- Alternatives shall be evaluated against agreed upon measure of effectiveness for the project.

Under this task, Consultant shall request right of way maps and as-builts for the corridor. These maps shall be overlaid over a Google Earth image for use in Plan exhibits and design discussions. No survey boundary work or topographic survey is included as part of this task. The Consultant shall include a site walk with the project team to better characterize the constraints and opportunities so appropriate improvements can be identified.

Based on improvement alternatives Consultant shall prepare rough order of magnitude construction cost estimates. The Consultant shall assume these shall be high-level planning estimates. Itemized improvements shall be limited to significant cost items identified at this stage. Smaller items and items not otherwise identified would be included as a percentage of overall cost for minor items and contingencies.

Task 6 Deliverables:

- Draft and Final Alternatives Report (Word, PDF)

Task 7. 3D Simulation

Under this task the consultant shall develop 3D simulation for three proposed alternatives for the project. 3D simulation for existing conditions shall be also developed. The alternatives for which 3D simulation shall be developed shall be determined in consultation with City of Goleta staff.

Task 7 Deliverables:

- 3D Simulation Models for three proposed alternatives

Task 8. Complete Streets Plan

Based on the work completed under earlier tasks, the consultant shall prepare a preliminary Complete Streets Plan, taking into consideration enhancement of operations, safety, mobility and connectivity for all modes of transportation. The plan shall also consider the eligibility requirements for major bicycling and pedestrian grant programs such as California's Active Transportation Program, TDA Article 3, Bicycle and Pedestrian funds, HSIP and air quality funds to maximize the Town's ability to pursue funding opportunities. The plan shall focus on specific areas of the City of Goleta including schools, point of interest, regional connectivity, transit stations and stops and other focus areas to enhance operations, safety, mobility and connectivity for all modes of transportation. Specifically the preliminary Complete Streets Plan shall address at a minimum the following:

- Vision, Goals and Objectives
- Transportation Network Plan and

- Current Conditions Evaluation and Existing Conditions Maps
 - Community Needs and Priorities
 - Current System Friendliness for All Modes of Transportation
 - Facility Assessment
 - Sidewalk Opportunity Corridors mapped in GIS
 - Bicycle Opportunity Corridors with pavement widths, lane widths and shoulder widths
- Map
 - Recommendations and Corridor Descriptions
 - Sidewalk Recommendations
 - Bicycle Recommendations
 - Off-Road Recommendations
 - Intersection Improvement Recommendations
 - Complete Streets Facility Guidelines
 - Facility Standards
 - Complete Streets Cross Sections
 - Landscaping and Beautification Options

Task 8 Deliverables

- Draft and Final Preliminary Complete Streets Plan (Word, PDF)

Exhibit B
Schedule of Fees

Principal.....	\$220/hour
Director	200/hour
Senior Project Manager	190/hour
Project Manager	160/hour
Senior Transportation Engineer.....	140/hour
Transportation Engineer	130/hour
Assistant Transportation Engineer.....	115/hour
Transportation Planner	110/hour
Assistant Transportation Planner.....	105/hour
Graphics Designer.....	100/hour
Technical Staff.....	80/hour
Technical Staff II.....	85/hour
Administrative Staff.....	80/hour
Production Staff.....	55/hour

Agreement No. 2016-114.1
City of Goleta, California

**AMENDMENT NO. 1
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
TJKM**

This Amendment No. 1 to a PROFESSIONAL DESIGN SERVICES AGREEMENT is made this 19th day of December, 2017, between the **City of Goleta**, a municipal corporation ("City") and **TJKM**, A California Corporation ("Consultant") dated September 20, 2016 ("Agreement," Agreement No. 2016-114).

RECITALS

WHEREAS, this Agreement is for professional design services in conjunction with the Hollister Avenue Complete Streets Corridor Plan project; and

WHEREAS, on September 20, 2016, the City and Consultant entered into the Agreement for the total compensation amount not to exceed \$260,000; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement of December 31, 2017; 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. 1, pursuant to the Goleta Municipal Code Section 3.05.240 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 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term to June 30, 2019, 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.

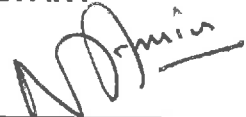
2. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

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

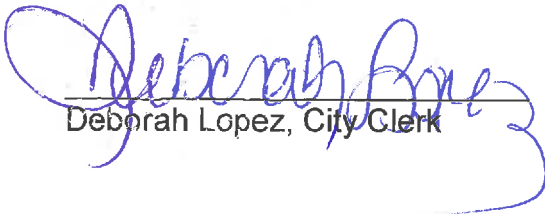
CITY OF GOLETA



Michelle Greene, City Manager

CONSULTANT



Nayan Amin, President

ATTEST:


Deborah Lopez, City Clerk


Ruta Jariwala, Principal/Secretary

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney



Agreement No. 2016-114.2
City of Goleta, California

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

This Amendment No. 2 to a PROFESSIONAL DESIGN SERVICES AGREEMENT is made this 15th day of May, 2018, between the **CITY OF GOLETA**, a municipal corporation ("City") and **TJKM**, a California Corporation, ("Consultant") dated September 20, 2016 ("Agreement," Agreement No. 2016-114).

RECITALS

WHEREAS, this Agreement is for professional design services in conjunction with the Hollister Avenue Complete Streets Corridor Plan; and

WHEREAS, on December 19, 2017 the Agreement was amended to extend the termination of the Agreement to June 20, 2019; 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 sixty thousand dollars (\$260,000); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of twenty-eight thousand two hundred and fifty dollars (\$28,250) for additional tasks in conjunction with the Hollister Avenue Complete Streets Corridor Plan; 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 traffic studies, as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-2"; and

WHEREAS, the City Council approved this Amendment No. 2, pursuant to the Goleta Municipal Code Section 3.05.240 on this 15th day of May, 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 \$28,250 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 \$288,250 (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.


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

Exhibit A "Scope of Work" with **Exhibit A-2 "Scope of Work"** attached hereto and incorporated herein.


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

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

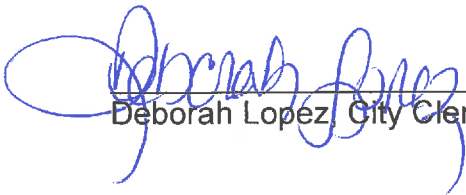
CITY OF GOLETA


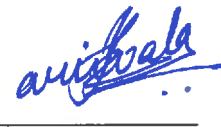

Michelle Greene, City Manager

CONSULTANT


Nayan Amin, President

ATTEST:


Deborah Lopez, City Clerk

 
Ruta Jariwala, Principal/Secretary

APPROVED AS TO FORM

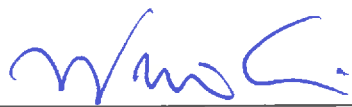

Winnie Cai, Deputy City Attorney

Exhibit A-2 Scope of Work

Task 1. Project Management and Kick-Off Meeting

Task 1.1 Project Management and Project

The consultant shall attend and facilitate a project kick-off meeting with City staff, and others as needed. The purpose of the meeting shall be to:

- Identify project goals and objectives
- Discuss and confirm critical data/issues that may influence Plan development
- Prepare a draft scope and schedule for review by stakeholders
- Finalize project scope and schedule, including approach to public outreach

The consultant shall prepare meeting materials including meeting agenda and related materials, PowerPoint presentations (if necessary), and summarize meeting notes and action items. Throughout the project, there shall be ongoing coordination between the consultant and City staff. Consultant shall hold regular progress conference calls (bi-weekly) so the project keeps on track and meets expectations. The consultant shall provide monthly project updates that shall include budget, schedule and deliverables progress to the City's Project Manager. The consultant shall coordinate meetings with City staff and other stakeholders for various milestones throughout the project.

Task 1.2 Detailed Work Plan

The consultant shall develop a detailed Work Plan, which shall include Scope of Work, and detailed schedule including meetings for the project. Under this task the public outreach program including advertisement strategies, format of public workshops and outreach efforts shall be fine-tuned. The Consultant shall detail the key staff members, communication channels, QA/QC process, invoicing procedures and other relevant items. The Work Plan shall be revised based on comments received from City staff and discussions at the kick-off meeting.

Task 1.3 Stakeholder Advisory Group

The Consultant shall identify representatives from County of Santa Barbara, City of Santa Barbara, UCSB, SB Bike Coalition, COAST, Chamber of Commerce, MTD, Caltrans, emergency service providers, and local community to form a Stakeholder Advisory Group (SAG) in advance of the project kickoff. The purpose of the SAG shall be to inform the project scope, review early deliverables, and confirm support of the draft plan before presentation to the Transportation Committee, Planning Commission and Council.

The consultant shall have two meetings with SAG. Consultant shall meet with the SAG to review information collected in Tasks 3 and 4, and again to review and comment on the initial draft of the Hollister Avenue Complete Streets Corridor Plan. The consultant shall prepare an agenda, maps, graphics, and other relevant materials for each meeting, and provide a written summary of the discussions and action items.

Task 1 Deliverables:

- Attendance and facilitation of Project Kick-Off Meeting
- Project Kick-Off Meeting summary notes
- Final project scope and schedule
- Identification of Stakeholder Advisory Group SAG
- Facilitation and attendance at up to two SAG meetings and related meeting materials
- Regular project management conference calls and monthly progress updates

Task 2. Inventory Existing Facilities, Programs and Conditions

Task 2.1 Review and Assess Current and Previous Planning Documents

The consultant shall collect and conduct a thorough review of prior planning and engineering technical studies relevant to the study corridor. This review shall also include existing bicycle, pedestrian and Safe Routes to School planning documents for the study area. Relevant documents include, but are not limited to, City of Goleta Complete Streets Policy, City of Goleta Bicycle and Pedestrian Master Plan, Neighborhood Traffic Management Program, General Plan, County of Santa Barbara Bicycle and Pedestrian Plan, Transit Corridors, and other relevant documents as applicable within City of Goleta and neighboring jurisdictions. Relevant documents shall be reviewed to explore opportunities for coordination.

The document review shall focus on the goals and objectives that support the Hollister Avenue Complete Streets Corridor Plan, specific design guidelines and City's policies, and identification of key connections, destinations, and priority intersections. The results of this document review shall be summarized as part of a Technical Memorandum.

Task 2.2 Inventory Existing Environment

A key task of the Hollister Avenue Complete Streets Plan shall be to address and improve operations, safety and accessibility for all modes of transportation while maintaining the character of the community. In order to understand the constraints and opportunities within this context, a thorough inventory of existing infrastructure and conditions shall be conducted throughout the study corridor. The key data to be collected under this task is:

- Existing Data from City – Existing data and relevant information shall be obtained including GIS files, as-built plans, relevant traffic data, collision data, speed surveys, signal timings, inventories of crosswalks, signs and other information.
- Public Transit Utilization Data – Transit agencies shall be contacted to request for boarding's by bus stops located along the entire study corridor shall be made.
- Collect New Data – Based on the review of the data collected from the City of Goleta and other stakeholders the consultant shall identify the missing data and upon approval from the City's Project Manager shall collect the following data:

- Origin Destination Study – This shall assist in the determination of the percentage of the vehicular traffic passing through the study corridor vs. community traffic. Origin-Destination Study shall be conducted by setting up Bluetooth readers along the study corridor.
- Collect Intersection and Corridor Counts – Peak hour vehicular turning movement and pedestrian/bicycle counts and 24-hour (seven days) bi-directional traffic volumes shall be collected along the study corridor. Peak hour turning movement counts (vehicular, pedestrian and bicycle) shall be conducted during the weekday morning peak period and afternoon peak period. The location for peak hour turning movement counts and 24-hour bi-directional traffic volumes shall be determined based on the review of the data collected earlier and in consensus with the City of Goleta and stakeholders.
- Parking Data – consultant shall collect demand and supply of on-street parking as well as within public and private parking facilities along and in the close proximity to the study corridor.
- Speed Data – consultant shall collect speed data along the study corridor in consensus with the City staff.
- Collect Queuing Data – consultant shall collect queuing data in 15-minute interval in terms of number of vehicles in turn lanes and through lanes at each study intersections. Queueing data is intended to assist in the calibration and validation of the traffic operational model to be used for evaluation of measure of effectiveness (MOE's) for the project.
- Conduct Travel Time Runs – Travel time runs (four runs) in each direction shall be conducted during the peak periods along the entire length of the study corridor.
- Walking Audit – To identify gaps in pedestrian, bicycle, transit and vehicular facilities the consultant shall conduct a walking audit along the study corridor. During walking audit, Consultant shall collect information on the presence of marked and unmarked crosswalks, bike lanes, curb ramps, signage, sidewalk or pathway width, striping conditions, rolled vs. non-rolled curbs and overall condition of the study corridor.

Task 2.3 Collision Analysis

The consultant shall compile and review the history of collisions involving all modes of transportation along the study corridor for the five most recent years of data available from the California Highway Patrol Statewide Traffic Records System (SWITRS).

Where significant incidents or collision clusters have been identified, consultant shall determine the type and severity of the collision, party at fault, and other available information to understand key factors that led to the collision, and potential countermeasures.

Task 2 Deliverables

- Technical Memorandum summarizing:
- Planning and Policy Document Review
- Existing Environment Inventory
- Collision Analysis

Task 3. Outreach Public Participation

Public outreach shall be conducted throughout the duration of the project. The involvement of residents in the development of the Hollister Avenue Complete Streets Corridor Plan is critical to its success. The consultant shall develop and implement a targeted public outreach and engagement strategy. In order for the local governments, organizations, businesses and residents to fully understand and endorse a community-wide Transportation System for all modes of transportation in the City of Goleta, it is essential to involve a diverse cross section of the public throughout the preparation of this plan. The consultant specializes in a variety of community outreach methods and strategies to assist our plans and clients, including:

- Public workshops
- Focus groups
- Walking/biking tours
- Project websites
- User and online survey

The consultant understands and anticipates the following number of meetings under this task:

- With City Staff (5)
- Stakeholder Advisory Group (3)
- Community Meetings (3)
- City Council (3)

For a successful Plan, buy-in and participation from City's residents and regular visitors shall be essential if recommendations are to be meaningful and supported over time. The Consultant shall remain flexible and seek confirmation of approach from City staff, and SAG members; contractor shall assume the following activities in the proposal budget:

Task 3.1 Project Website

The consultant shall create an interactive project website to engage the community to submit ideas, concerns, priorities, desired facility and streetscape elements. The website shall provide information on the overall project goals, upcoming community meetings/events, draft and final reports. All approved project deliverables shall be posted to the website. The website shall be linked to a City-hosted Facebook page, and City-hosted Twitter account. The consultant shall work with the City staff to acquire a custom web address and shall host and manage the site for the duration of the project.

Task 3.2 Online Resident Survey

An online survey shall be an efficient way to engage the public early in the process, both to communicate project objectives and to elicit feedback on specific issues, trip types, and destinations that should be considered for prioritization. The results of the survey

shall be integrated into early analysis and help inform future deliverables, and may include the development of an email contact list for project updates.

The consultant shall prepare a draft online survey for review at the kickoff meeting. In the case of this Plan, for example, a visual preference survey of alternative pedestrian facilities and traffic safety treatments that may be most compatible with the rural and scenic character of the community.

As part of this task, consultant shall design a mailer that includes a description and link to the online survey, as well as other information pertaining to the project scope and schedule – such as the date and time of a walking/biking tour (Task 3.2). The results of the online survey shall be summarized and included as part of the Draft/Final Plan.

Task 3.3 Walking/Biking Tour

Organized walking or biking tours are ‘public meetings in the field’ that can involve elected officials, city staff, advocates, interested residents, visitors, and others (including potential funding partners or media). By gaining a user perspective of key issues and routes, these tours promote a shared stakeholder experience that informs and improves ongoing decision-making. It is not uncommon for our tours to be considered the “highlight” of the planning process and to lead to recommendations in the Plan for more regularly organized community rides/walks.

The consultant shall work with the City staff to determine the timing and route of the tour, and whether a bicycle ride or walk would be most beneficial to the planning process. If requested, participants may convene indoors afterward to further discuss or confirm issues identified during the tour. As an alternative, consultant is prepared to facilitate a more traditional public workshop to help identify and advance concepts.

Highlights and discussion from the tour, recorded through notes, map graphics and digital photos, shall be summarized in a separate memorandum and included as part of the Draft/Final Plan.

Under this task, consultant shall also make a presentation to the SAG to present the work completed under earlier tasks and receive their input for development of the Plan. This presentation shall be made separate from the Walking/Biking Tour.

Task 3.4 Community Outreach Workshops

Community Outreach Workshop No. 1 - The City shall be responsible for scheduling a community outreach workshop and making arrangements for a facility. The consultant shall prepare notifications of public workshops including a narrative for an advertisement. Working with City staff community and related area groups to distribute the email news blast shall be identified. Strategic phone calls to agreed-upon stakeholders to inform them of the meeting shall be performed by the consultant. Consultant shall prepare an agenda, comment sheets, other print materials, record public comments and assist in providing appropriate responses. Meeting materials to be prepared could include exhibit boards,

PowerPoint presentations, fact sheets and other materials helpful in presenting the project to the public. Project-related news articles to share with the project team shall be tracked and collected.

During this workshop, information obtained to date shall be presented at the community workshop with the primary objective of gathering input on community concerns. Key components of this community workshop shall include the following:

- Community kick-off workshop with opening presentations on project objectives, tasks and schedule.
- Presentation of information on current and future transportation issues, such as traffic data and surveys, circulation, non-motorized audits of the corridor, and parking.
- Community design tables to provide a forum for community members to work with the project team to clarify issues and priorities.

Community Outreach Workshop No. 2 – The data collected under Tasks 2 and 3 shall be presented at a second community workshop. The purpose of this workshop shall be verification of issues and framing of the issues so that alternatives can be developed.

- The City of Goleta shall be responsible for scheduling the second community outreach workshop and making arrangements for a facility. The Consultant shall be responsible for notification as indicated for Community Outreach Workshop No. 1. Key components of this community workshop shall include the following:
- Presentation of tasks completed to date (data collection, analysis, issues identification).
- Community design tables to provide a forum for community members to work with the project team to verify issues and priorities, identify potential improvements, and develop conceptual transportation improvement designs.

Community Outreach Workshop No. 3 - The Hollister Avenue Complete Streets Corridor Plan alternatives developed shall be presented at the third community workshop. The purpose of the third community workshop shall be to solicit feedback on each alternative and to develop a hybrid alternative based on the corridor plan alternatives. The City of Goleta shall be responsible for scheduling a third community outreach meeting and making arrangements for a facility. The consultant shall be responsible for notifications and other tasks as identified under Community Outreach Workshop No. 1. Key components of the third community meeting shall include the following:

- Presentation of three Hollister Avenue Complete Streets Corridor Plan alternatives.
- Provide a forum for community members to identify elements of each plan that they want to see in the final preferred plan.

Task 3.5 Stakeholder Meetings

Up to three individual meetings shall be conducted with the stakeholders in consensus with the City of Goleta staff. These meetings shall be organized by City of Goleta staff. The intent of these meetings is to solicit more detailed input from key members of the community. Assumptions:

- Survey shall be hosted external to the Town's website by consultant.
- The City of Goleta shall provide postage, distribute mailers and provide public notice of meetings.

Task 3 Deliverables

- Draft and Final Online Survey
- Mailer with survey description and link, graphics, presentation, summary of input/comments received and other project information for Community Outreach Workshops
- Bicycle/Walking Tour - planning, facilitation, maps and summary document
- Notes from Stakeholder Meetings, presentation, and appropriate materials for discussion

Task 4. Identify Issues

Under this task, the consultant based on the work completed under Tasks 1 through 3 shall conduct overall evaluation of the study corridor under existing and future conditions. Operational, safety and livability issues under existing and future conditions shall be identified under this task. Future traffic demands shall be projected based on the City and County Travel Demand Model. Future pedestrian and bicycle demands shall be projected based on the potential growth and business developments along the study corridor. Circulation patterns shall be reviewed, peak hour traffic control warrants shall be evaluated and recommendations shall be provided for enhancement to circulation patterns and traffic controls along the study corridor. Levels of Service (LOS) for all modes of transportation at the study intersections and roadway segments shall be evaluated under existing and future conditions.

In addition, under this task the consultant shall conduct the following:

- Based on review of accident data patterns that are susceptible to correction through geometric modifications, traffic controls, etc.
- ADA accessibility and amenities along the study corridor shall be evaluated and deficiencies shall be identified
- Deficiencies in pedestrian and bicycle connectivity and safety shall be identified
- Deficiencies along the study corridor for all modes of transportation shall be identified

Task 4 Deliverable:

- Draft and Final Issues and Analysis Report summarizing the issues and work completed under this task

- The Draft and Final Issues and Analysis Report *shall* include but not limited to Peak-hour traffic signal warrants and traffic control recommendations, Existing and Future year intersection LOS for all modes of transportation, and preliminary recommendations

Task 5. Needs and Demand Analysis

The key outcome of this task shall focus on identification of performance indicators to evaluate and compare different alternatives, support implementation of the preferred alternative, and also to ultimately evaluate the future success of the alternative upon implementation. Types of performance indicators to be proposed would include:

- Safety Indicators – Incorporating initial findings concerning collision history and travel speeds.
- Travel Time Indicators – Including “end-to-end” corridor travel time by mode, and “cross-corridor” travel time indicators that take into account the trade-offs between different alternatives, including the net effect on bicycle, motor vehicle, pedestrian and transit travel time.
- Community Design Indicators – Such indicators shall allow community preferences including the character and landscaping of the corridor.
- Cost and Implementation Indicators – Comparing alternatives could incorporate specific cost-sensitive and feasibility indicators.

The consultant shall confer with City staff during Task 1 to confirm the timing of this task. This scope of work proposes to refine performance indicators following initial public input, data gathering and existing conditions assessment during Tasks 1-4. Alternatively, the development of indicators may occur earlier in the process, if desired.

Based on the work completed under earlier tasks, input from the SAG and City staff, the consultant shall prepare a memorandum proposing priority projects, policies, and strategies that meet the needs and objectives of the Hollister Avenue Complete Streets Corridor Plan.

The consultant shall assess needs for enhancement, mobility and safety for all modes of transportation. This assessment shall address: 1) the physical attributes of existing facilities; 2) the potential for vehicle trip reductions and air quality benefits; 3) potential for increased walking and bicycle usage; and 4) the needs of all users of the corridor. The assessment shall identify opportunities for improvement for all modes of transportation, identify gaps and deficiencies within the existing system, and suggest locations where improvements should be prioritized. The assessment shall consider different needs depending on the age, experience and skills.

Task 5.1 Capital Projects

The consultant anticipates that recommendations in this task shall largely focus on the adopted City and Countywide Plans. Proposed roadway improvements along and within this network shall be assessed for enhancements to enhance safety and connectivity. Proposed improvements shall be presented graphically on maps, and through plan/sections of potential high priority projects and illustrative concepts.

Task 5.2 Assessment of Design Policies and Guidelines

As an interdisciplinary transportation planning and design firm, consultant is uniquely positioned to find a balance among the City's mobility goals and challenges and its commitment to maintaining a natural aesthetic. Understanding the power of good design, Consultant shall know there are many ways to 'routinely accommodate' roadway users without the provision of sidewalks and bicycle lanes on every street.

Led by experienced planners and engineers, the consultant shall pursue a synergistic strategy to the provision of Complete Streets guidance, one that interweaves soft surface trail, green stormwater management, and pragmatic traffic design principles to find advancements that are meaningful yet supportable within City of Goleta's existing framework.

Task 5 Deliverables:

- Needs Analysis Memorandum (Word, PDF)

Task 5.3 One-Way Street Conversion

Under this task Consultant shall conduct an analysis to evaluate the impacts of converting the existing two-way streets to one-way only along for the following two corridors (as highlighted in the figure below):

1. Orange Avenue/Mandarin Drive/Magnolia Avenue; and
2. Orange Avenue/Gaviota Street/Magnolia Avenue

Consultant shall use the existing turning movement counts at the two (2) intersections and average daily traffic (ADT) counts at one (1) location listed below within the study area from the Hollister Avenue complete streets project:

- Turning Movement Counts (both AM and PM peak hours):
 - Hollister Avenue/Orange Avenue
 - Hollister Avenue/Magnolia Avenue
- ADT Counts:
 - Hollister Avenue, between Magnolia Avenue and Nectarine Avenue/Pine Avenue

The following new data shall be collected for this task:

- Origin-Destination (OD) data:
- Consultant shall acquire OD data using StreetLight a GPS-based (e.g., smart phones, commercial fleets, wearable devices) source. StreetLight provides OD data for trips between any "zones" that a user is interested in. A "zone" can be virtually any size and is user-defined based on study needs. Consultant has worked with StreetLight intensively and have applied their OD data successfully for numerous projects. Using the OD data, we shall be able to know the traffic patterns and make recommendations accordingly on the directions of the one-way streets. Together with turning movement counts in the study area, we shall be able

to quantify anticipated traffic demand due to traffic pattern changes, analyze potential impacts (e.g., delay, level of service (LOS)), and provide recommendations to minimize the impacts (if any).

- Turning Movement Counts at the following intersections:
 - Orange Avenue/Mandarin Drive
 - Magnolia Avenue/Mandarin Drive
 - Orange Avenue/Gaviota Street
 - Magnolia Avenue/Gaviota Street

Consultant shall analyze the collected data, conduct traffic analysis (both roadway segments and intersections), and make recommendations on one-way traffic circulations.

Task 5.4 Change of traffic circulation

The proposed alternatives for Complete Street along Hollister Avenue recommends a median between the intersection of Rutherford Street and Kinman Avenue along Hollister Avenue. This shall force the existing left-turning vehicles coming out of the Community Center to make U-turns at the downstream intersection of Hollister Avenue/Kinman Avenue. However, the existing exit out of the facility is only about 90 feet away from the intersection, which would make it nearly impossible for the transit and school buses to safely access the left-turn lane in order to make a U-turn. Hence, a study is needed to explore the feasibility of altering the current one-way circulation (i.e., from east to west instead), as illustrated in the figure below.

The change of direction of the current traffic circulation at this location shall be evaluated to determine the impact on the following:

- Intersection of Hollister Avenue/Kinman Avenue
- Intersection of Hollister Avenue/New Exit (out of Community Center)
- Access to transit stations on both sides of Hollister Avenue
- Internal parking

Consultant shall use the existing turning movement counts at the intersection of Hollister Avenue/Kinman Avenue from the Hollister Avenue complete streets project

The following new data shall be collected for this task:

- Turning Movement Counts:
 - Hollister Avenue/Existing Entrance (to Community Center)
 - Hollister Avenue/Existing Exit (out of Community Center)

Consultant shall analyze the collected data, conduct traffic analysis, and make recommendations on traffic circulations and parking layouts.

Report

- Draft and Final Report summarizing the work completed under both tasks.

Task 6. Develop Alternatives

At the beginning of this task, consultant shall meet with the City staff to discuss the approach. The alternatives development process shall be conducted in two steps. Preliminary design concepts shall be developed during a 2-day Community Design Charrette that shall serve as a working session for members of the team. Following the charrette, consultant shall refine the preliminary Draft and Final Alternatives.

As a key part of the Alternatives Development task, consultant shall conduct a two-day design charrette. The charrette shall be a working session. The City of Goleta shall be responsible for scheduling a venue for a two-day design charrette. The consultant shall prepare notifications including a narrative for an advertisement. Working with the City of Goleta staff community and related area groups to distribute the email news blast shall be identified. Strategic phone calls to agreed-upon stakeholders to inform them of the meeting shall be performed by the consultant. The consultant shall prepare an agenda, comment sheets, other print materials, record public comments and assist in providing appropriate responses. Meeting materials to be prepared could include exhibit boards, PowerPoint presentations, fact sheets, and other materials helpful in presenting the project to the public. Project-related news articles to share with the project team shall be tracked and collected.

During day one, Consultant shall present our findings to date, listen to site-specific design suggestions from participants, and sit down with participants to sketch out initial concepts. The data collected under Tasks 1-5 shall be presented at the beginning, including discussion of performance indicators and design constraints.

Based on the work completed under earlier tasks, and desired circulation and operation improvements for multi-modal functionality of the corridor, the consultant may prepare plans by segment, or for the entire study corridor. It is likely that a matrix approach shall be used, with certain strategies identified for one segment and other strategies identified for other segments of the corridor. The consultant proposes to develop three corridor plan alternatives based existing conditions as well as future year transportation projections and the projected operations. Alternatives shall include improvements that effectively reduce congestion, reduce collisions, improve safety, improve connectivity, improve mobility and community livability. Alternatives shall include methods to create a more livable environment and enhance the corridor characteristics by improving multi-modal function, bicycle and pedestrian facilities, traffic calming measures and community aesthetics. The alternatives shall include alternatives, graphics, cross-sections, conceptual examples of roadway geometrics. As part of the development of alternatives ways that bicycle, pedestrian and vehicular infrastructure standards that should be implemented within the corridor to improve efficient and safe connectivity shall be recommended. Using standards from NACTO, and other similar best practices, Consultant shall draw from other similar projects implemented recently. Plan development shall include the following key items:

- Develop measures to improve safety of motorists, pedestrians, and bicyclists.
- Develop measures to reduce critical queuing conditions.
- Determine potential modifications to lane geometrics to better serve the needs of all users.
- Identify trade-offs of the appropriateness of providing capacity improvements to reduce delay and improve LOS at the study intersections and roadway segments.
- Develop measures to improve pedestrian facilities along the corridor and connect pedestrian routes.
- Develop measures to improve bicycle travel facilities along the corridor and connect bike routes.
- Identify bus stops needed for transit service.
- Preliminary needs for right-of-way acquisition for potential roadway reconfiguration options under the alternatives shall be evaluated.
- Concept-level cost estimates for each alternatives shall be developed.
- Alternatives shall be evaluated against agreed upon measure of effectiveness for the project.

Under this task, Consultant shall request right of way maps and as-builts for the corridor. These maps shall be overlaid over a Google Earth image for use in Plan exhibits and design discussions. No survey boundary work or topographic survey is included as part of this task. The Consultant shall include a site walk with the project team to better characterize the constraints and opportunities so appropriate improvements can be identified.

Based on improvement alternatives Consultant shall prepare rough order of magnitude construction cost estimates. The Consultant shall assume these shall be high-level planning estimates. Itemized improvements shall be limited to significant cost items identified at this stage. Smaller items and items not otherwise identified would be included as a percentage of overall cost for minor items and contingencies.

Task 6 Deliverables:

- Draft and Final Alternatives Report (Word, PDF)

Task 7. 3D Simulation

Under this task the consultant shall develop 3D simulation for three proposed alternatives for the project. 3D simulation for existing conditions shall be also developed. The alternatives for which 3D simulation shall be developed shall be determined in consultation with City of Goleta staff.

Task 7 Deliverables:

- 3D Simulation Models for three proposed alternatives

Task 8. Complete Streets Plan

Based on the work completed under earlier tasks, the consultant shall prepare a preliminary Complete Streets Plan, taking into consideration enhancement of operations, safety, mobility and connectivity for all modes of transportation. The plan shall also consider the eligibility requirements for major bicycling and pedestrian grant programs such as California's Active Transportation Program, TDA Article 3, Bicycle and Pedestrian funds, HSIP and air quality funds to maximize the Town's ability to pursue funding opportunities. The plan shall focus on specific areas of the City of Goleta including schools, point of interest, regional connectivity, transit stations and stops and other focus areas to enhance operations, safety, mobility and connectivity for all modes of transportation. Specifically, the preliminary Complete Streets Plan shall address at a minimum the following:

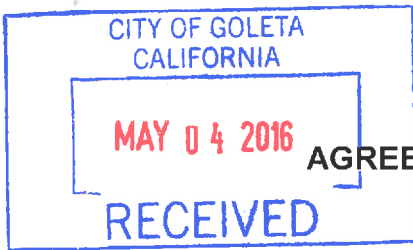
- Vision, Goals and Objectives
- Current Conditions Evaluation and Existing Conditions Maps
- Community Needs and Priorities
- Current System Friendliness for All Modes of Transportation
- Facility Assessment
- Sidewalk Opportunity Corridors mapped in GIS
- Bicycle Opportunity Corridors with pavement widths, lane widths and shoulder widths
- Transportation Network Plan and Map
- Recommendations and Corridor Descriptions
- Sidewalk Recommendations
- Bicycle Recommendations
- Off-Road Recommendations
- Intersection Improvement Recommendations
- Complete Streets Facility Guidelines
- Facility Standards
- Complete Streets Cross Sections
- Landscaping and Beautification Options

Task 8 Deliverables

- Draft and Final Preliminary Complete Streets Plan (Word, PDF)

ATTACHMENT 5

Professional Design Services Agreement No. 2016-040 and Amendments No. 1, 2, and
3 with DHA



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.

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.

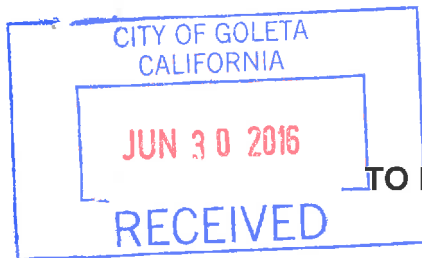
**EXHIBIT B
SCHEDULE OF FEES**

Classification	Range	Hourly Rate
Principal Bridge Engineer/Principal Transportation Engineer/Engineering Services Manager/Project Manager		\$210.00
Senior Specialist/Environmental Services Manager		\$185.00
Senior Bridge Engineer/Senior Transportation Engineer/Resident Engineer/Project Engineer	Range A Range B Range C Range D	\$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 21st 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 delete and replace in its entirety:

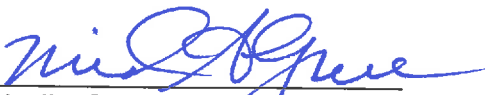
Exhibit A "Scope of Work" with **Exhibit A-1 "Scope of Work"** attached hereto and incorporated herein.

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

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

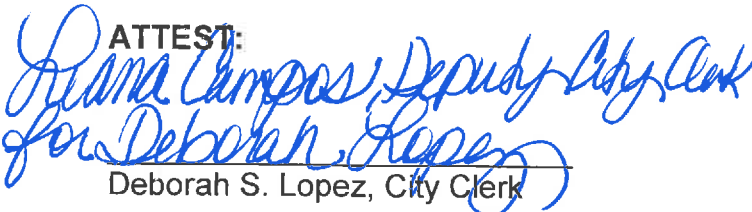
CITY OF GOLETA

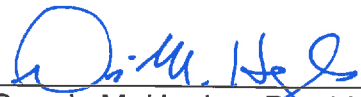
CONSULTANT


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
Total	84		

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 18th 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 18th 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:

Description	Quantity	90%	Final
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.

**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 19th 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 19th day of June, 2018.

AMENDED TERMS

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

1. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional 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

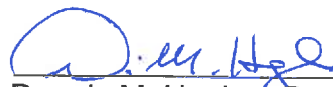

Michelle Greene, City Manager

CONSULTANT


Craig Drake, Chief Financial Officer

ATTEST:


Deborah Lopez, City Clerk

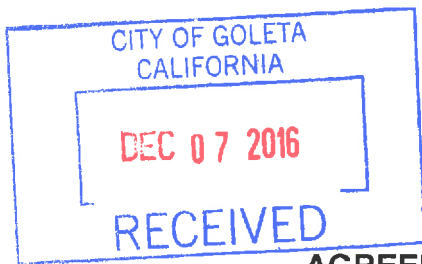

Dennis M. Haglan, President

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney

ATTACHMENT 6

Professional Design Services Agreement No. 2016-143 and Amendments No. 1, and 2
with MNS



Agreement No. 2016-143
City of Goleta, California

Project Name: Hollister Class I Bike Path Project

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

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

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

WHEREAS, CONSULTANT was evaluated for award of this AGREEMENT by the Public Works Director following a competitive Request for Proposals; and

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

WHEREAS, the City Council, on this 14th day of November, 2016, approved this AGREEMENT and authorized the City Manager to execute this AGREEMENT per the Goleta Municipal Code 3.05.240.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional Construction Management, Inspection & Material Testing (CMIT) Services in conjunction with Hollister Class I Bike Path Project. Services shall generally include pre-construction, construction and post-construction management services, as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

3. COMPENSATION AND PAYMENT

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$444,096 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2018, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

(b) Payment. CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

4. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to in advance. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Teresa Lopes, PE. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

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

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by paragraph 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager.

7. OWNERSHIP OF DOCUMENTS

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

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Aaron Hilton is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. The following portions of the work will be subcontracted out to other parties by CONSULTANT:

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

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

9. HOLD HARMLESS AND INDEMNITY

(a) **Hold Harmless for CONSULTANT's Damages.** CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages,

losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

(b) Defense and Indemnity of Third Party Claims/Liability. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single lawyer from representing both CITY and CONSULTANT, or should CITY otherwise find CONSULTANT's legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONSULTANT's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this AGREEMENT.

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 0001 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no

vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.

- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional Liability insurance on a policy form appropriate to CONSULTANT's profession. Limits shall be no less than \$1,000,000 per claim.

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

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

to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.

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

11. RELATION OF THE PARTIES

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

12. CORRECTIONS

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

13. TERMINATION BY CITY

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

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

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

16. WAIVER; REMEDIES CUMULATIVE

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

17. CONFLICT OF INTEREST

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. NONDISCRIMINATION

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

22. TAXPAYER IDENTIFICATION NUMBER

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

23. NON-APPROPRIATION OF FUNDS

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

24. MODIFICATION OF AGREEMENT

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

25. USE OF THE TERM "CITY"

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

26. PERMITS AND LICENSES

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

27. CAPTIONS

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

28. AUTHORIZATION

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

29. ENTIRE AGREEMENT BETWEEN PARTIES

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

30. PARTIAL INVALIDITY

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

31. NOTICES

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

TO CITY:


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

TO CONSULTANT:

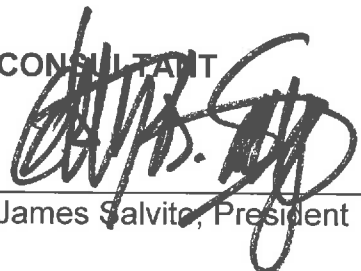
Attn: Greg Chelini, PE
MNS Engineers, Inc.
201 N. Calle Cesar Chavez, Suite 300
Santa Barbara, CA 93103

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


CITY OF GOLETA


Michelle Greene, City Manager

CONSULTANT


James Salvito, President

ATTEST:


Deborah Lopez, City Clerk


Greg Chelini, Vice President

APPROVED AS TO FORM


Tim W. Giles, City Attorney

EXHIBIT A

Scope of Work

PHASE 1.0 PRE-CONSTRUCTION PHASE SERVICES

Task 1.1 Project Review

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

Task 1.2 Constructability Review

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

Constructability objectives include:

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

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

Task 1.3 Pre-Job Coordination and Project Set-Up

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

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

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

PHASE 2.0 CONSTRUCTION PHASE SERVICES

Task 2.1 Construction Management and Contract Administration

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

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

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

Task 2.3 Public Relations

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

Items include:

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

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

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

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

Task 2.6 Quantity Calculations and Progress Estimate

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

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

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

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

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

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

Task 2.10 Site Documentation

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

Task 2.11 Safety

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

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

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

Task 2.12 SWPPP and Permits

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

Task 2.13 Materials Testing

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

PHASE 3.0 POST-CONSTRUCTION PHASE SERVICES

Task 3.1 Project Close-Out

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

Exhibit B Schedule of Fees

MNS Engineers Standard Schedule of Fees

Direct Expenses		Hourly		Hourly
Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate.		Rate		Rate
Prevailing Wage Rates	Project Management		Surveying	
Rates shown with Prevailing Wage "(PW)" an notation are used for field work on projects subject to federal or state prevailing wage law.	Principal-In-Charge	\$210	Principal Construction Manager	\$195
	Senior Project Manager	200	Senior Construction Manager	165
	Project Manager	185	Resident Engineer	160
	Project Coordinator	100	Construction Manager	155
	Engineering		Structure Representative	145
	Principal Engineer	\$195	Assistant Resident Engineer	135
	Supervising Engineer	175	Construction Inspector	115
	Senior Project Engineer	160	Construction Inspector (PW)	128
	Project Engineer	140	Office Engineer	105
	Associate Engineer	125	Principal Surveyor	195
	Assistant Engineer	105	Supervising Surveyor	170
	Municipal Services		Senior Project Surveyor	155
	City Engineer	\$195	Project Surveyor	140
	Deputy City Engineer	175	Senior Land Title Analyst	125
	Assistant City Engineer	160	Assistant Project Surveyor	120
	Plan Check Engineer	160	Party Chief	125
	Permit Engineer	140	Chainperson	120
	City Inspector	115	One-Person Survey Crew	170
	City Inspector (PW)	128	Technical Support	
	Planning Director	185	GADD Manager	\$140
	Senior City Planner	160	Supervising GADD/Engineering Technician	110
	Assistant Planner	125	Senior GADD/Engineering Technician	100
	Electrical/Traffic Signal Inspector	140	GADD/Engineering Technician	90
	Administrative Support		Senior GIS Analyst	140
	Administrative Analyst	\$90	GIS Analyst	120
	Administrative Assistant	70	Senior GIS Technician	110
			GIS Technician	95

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

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

RECITALS

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

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

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

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

WHEREAS, the parties desire to amend Exhibit A of the Agreement by adding additional surveying services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and

WHEREAS, the City Council approved this Amendment No.1, on this 5th day of December, 2017.

AMENDED TERMS

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

1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$31,000 and to read in its entirety:

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$475,096 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2018, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

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

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

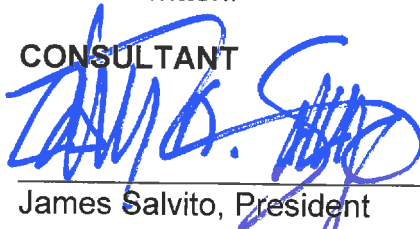
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CITY OF GOLETA



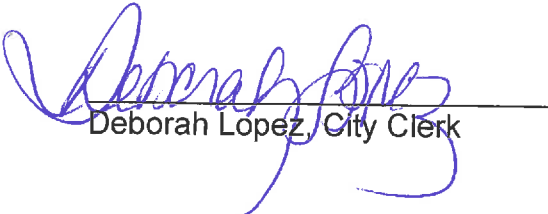
Michelle Greene, City Manager

CONSULTANT



James Salvito, President

ATTEST:



Deborah Lopez, City Clerk



Greg Chelini, Vice President

APPROVED AS TO FORM



Winnie Cai, Deputy City Attorney

EXHIBIT A-1 Scope of Work

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

Task 2.14 Surveying

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

PHASE 3.0 POST-CONSTRUCTION PHASE SERVICES

Task 3.1 Project Close-Out

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

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

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

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

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

RECITALS

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

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

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

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

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

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

WHEREAS, the City Council approved this Amendment No. 2, pursuant to the Goleta Municipal Code Section 3.05.240 on this 5th day of June, 2018.

AMENDED TERMS

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

1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$52,440 and to read in its entirety:

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$527,536.00 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2019, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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


The term of this Agreement is from the date first written above to June 30, 2019, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

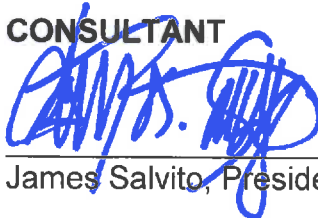
3. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

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

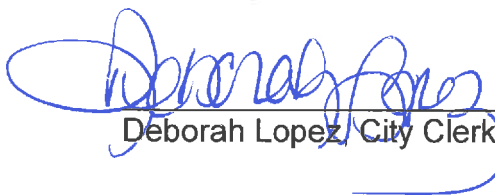
CITY OF GOLETA


Michelle Greene, City Manager

CONSULTANT


James Salvito, President

ATTEST:


Deborah Lopez, City Clerk


Greg Chelini, Vice President

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney