Agenda Item B.12
CONSENT CALENDAR
Meeting Date: June 18, 2019

TO: Mayor and Councilmembers

FROM: Charles W. Ebeling, Public Works Director

CONTACT: Marti Milan, Principal Civil Engineer

SUBJECT: Public Works Engineering Professional Services Contract Amendments

RECOMMENDATION:

A. Authorize the City Manager to execute Amendment No. 3 to Agreement No. 2016-117 with Stantec Consulting Services Inc., for Traffic Engineering Services, increasing the contract authority for Fiscal Year 2019/20 by $75,000, an additional $75,000 for Fiscal Year 2020/21, and by an additional $75,000 for Fiscal Year 2021/22, a total increase amount of $225,000, for a total contract amount not-to-exceed $400,000, and extending the agreement for three years to June 30, 2022, subject to the approval of the Fiscal Year 2019-20 and Fiscal Year 2020-21 Budget. (Attachment No. 1).

B. Authorize the City Manager to execute Amendment No. 4 to Agreement No. 2015-068 with Flowers & Associates to provide On-Call Inspection and Construction Support Services, increasing the contract authority for Fiscal Year 2019/20 by $75,000, an additional $75,000 for Fiscal Year 2020/21, and by an additional $75,000 for Fiscal Year 2021/22, a total increase amount of $225,000, for a total contract not-to-exceed $529,900, and extending the agreement for three years to June 30, 2022, subject to the approval of the Fiscal Year 2019-20 and Fiscal Year 2020-21 Budget.(Attachment No. 2).

C. Authorize the City Manager to execute Amendment No. 1 to Agreement No. 2018-046 with Solid Waste Solutions, Inc. (SWS), for Engineering Support Services, increasing the contract authority for Fiscal Year 2019/20 by $90,000, an additional $90,000 for Fiscal Year 2020/21, and by an additional $90,000 for Fiscal Year 2021/22, a total increase amount of $270,000, for a total contract amount not-to-exceed $360,000 and extending the agreement for three years to June 30, 2022, subject to the approval of the Fiscal Year 2019-20 and Fiscal Year 2020-21 Budget. (Attachment No. 3).

BACKGROUND:

The Public Works Department (Public Works) has contracted for on-call engineering project management and professional services since incorporation in 2002.

On March 11, 2016, the Public Works solicited Statements of Qualifications (SOQ) with a Request for Qualifications (RFQ) for On-Call Professional Engineering and Environmental Services for the following services:

- Project Management
- Engineering
- Geotechnical Engineering
- Traffic Engineering
- Surveying
- Landscape Design
- Environmental Planning
- Development Review
- Construction Management, Inspection and Testing (CMIT)

SOQs were received on April 27, 2016. The Public Works selected the following consultants through the formal RFQ process based on qualifications for award of a consultant services agreement with the City: Flowers & Associates, Inc.; Stantec Consulting Services Inc. and Solid Waste Solutions, Inc. (SWS).

Goleta Municipal Code section 3.05.240(b) provides that "the acquiring of professional services shall be procured through negotiated contract process and may include requests for proposals/qualifications. Contracting for professional services is decentralized and shall be the responsibility of the Department Head requesting the service." Factors to consider in awarding professional services contracts are also referenced in Goleta Municipal Code section 3.05.240(a) as follows:

> "In contracting for those professional services, such contracts should only be awarded to firms or persons who have demonstrated 'adequate competence' meaning: an adequate level of experience, competence, resources/equipment, staffing and other professional qualifications necessary for more than a satisfactory performance of the services required in the time period needed. Once the department requesting the service has determined a firm has an adequate level of competence, the cost of the service may be considered, however, the lowest cost may not be the sole factor in deciding which firm or who shall be awarded the contract. It may be in the City's best interest to award the contract to a higher priced contractor based on the scope of services available, unique skills, staffing levels, timing, prior experience, past working relationship, and other factors required by the department or proposed by that contractor. The information needed for determining that level of competence, other qualifications and the procedure for selecting such services shall be determined by each City department responsible for recommending the professional service contract."

Public Works contracts for traffic engineering services to provide the expertise and personnel necessary to apply the requirements of the California Vehicle Code (CVC) and the California Manual on Uniform Traffic Control Devices (CMUTCD) to private, as well as City development projects, and to review current roadway configurations, traffic counts and modeling. Stantec Consulting Services Inc. currently provides these services.

Flowers and Associates provides for night time inspections this allows the one department inspector to be available for all other daytime inspections. They are also available to cover times when the only inspector is gone on leave as well if the project load may become heavy for a short period of time. Flowers and Associates currently provides these services.

Finally, Public Works currently contracts for engineering support services with Solid Waste Solutions (SWS). This firm provides support for a number of engineering services including but not limited to permit issuance, land development project processing, and engineering research in order to respond to public inquiries.

DISCUSSION:

Stantec Consulting Services Inc.: Engineering Support Services
Stantec provides a variety of traffic related services that include field reviews (measurements, photos, notes etc.), reviews applicable guiding principles including California Manual on Uniform Traffic Control Devices (CAMUTCD), Highway Design Manual, Caltrans/GreenBook Standard Plans and Specifications, and the American Association of State Highway and Transportation Officials (AASHTO) Publications etc. Stantec prepares reports and recommendations for the Public Works Department on traffic related issues based on sound engineering criteria.

On September 19, 2016, the City Manager entered into an agreement (Agreement No. 2016-117) with Stantec Consulting Services Inc. (Stantec) for engineering support services for a total not-to-exceed amount of $25,000 with a term ending December 31, 2017. On June 20, 2017, the City Council authorized the City Manager to execute Amendment No. 1 to increase the maximum compensation amount by $75,000, for a new total not-to-exceed amount of $100,000 with a term ending June 30, 2018. On June 19, 2018, the City Council authorized the City Manager to execute Amendment No. 2 to increase the maximum compensation amount by $75,000, for a new total not-to-exceed amount of $175,000 with a term ending June 30, 2019. The Public Works Department is pleased with the quality of services provided by Stantec and recommends approval of the proposed Amendment No. 3 to the current contract, increasing the contract authority for Fiscal Year 2019/20 by $75,000, an additional $75,000 for Fiscal Year 2020/21, and by an additional $75,000 for Fiscal Year 2021/22, a total increase amount of $225,000, for a total contract amount not-to-exceed $400,000, and extending the agreement for three years to June 30, 2022 (Attachment No. 1).

Flowers & Associates: Construction Inspection Support Services
The City retained Flowers to assist the Public Works Department with needed inspection services. The services include providing on-call inspection services, primarily

nighttime inspection for encroachment permits that require special consideration, such as work that requires shutting down lanes on arterial roadways at busy intersections. The City has only one inspector for public works permits which makes it necessary for the City to provide for additional inspection support services in the Public Works Department during non-business hours.

On August 31, 2015, the City Manager entered into an Agreement No. 2015-068 for construction inspection and support services with Flowers & Associates (Flowers) for a total not-to-exceed amount of $29,900 and a termination date of June 30, 2016. On April 5, 2016, the City Council authorized the City Manager to execute Amendment No. 1 with Flowers to increase the maximum compensation amount by $125,000 for a new total amount not-to-exceed amount of $154,900, with an expiration date of June 30, 2017. On June 20, 2017, the City Council authorized the City Manager to execute Amendment No. 2 with Flowers to increase the maximum compensation amount by $75,000, for a new total not-to-exceed amount of $229,900. On June 19, 2018, the City Council authorized the City Manager to execute Amendment No. 3 to increase the maximum compensation amount by $75,000 for a new total not-to-exceed amount of $304,900. This agreement is due to expire June 30, 2019. The Public Works Department is satisfied with the quality of services provided by Flowers and recommends approval of the proposed Amendment No. 4 to the current contract, increasing the contract authority for Fiscal Year 2019/20 by $75,000, an additional $75,000 for Fiscal Year 2020/21, and by an additional $75,000 for Fiscal Year 2021/22, a total increase amount of $225,000, for a total contract not-to-exceed $529,900, and extending the agreement for three years to June 30, 2022 (Attachment No. 2).

Solid Waste Solutions, Inc.: Engineering Support Services
SWS' services include developing new permit processes, assisting with traffic engineering requests, encroachment permits, Capital Improvement Program project management, solid waste and storm water management, and general engineering tasks. SWS is included on the City's Pre-Authorized Qualified Consultant List that was adopted by City Council on December 20, 2016. On June 19, 2018, the Council directed the City Manager to execute a new Agreement 2018-046 for the above services for a total not-to-exceed amount of $90,000 and the contract term to expire on June 30, 2019. The Public Works Department is pleased with the quality of services provided by SWS and recommends approval of the proposed Amendment No. 1, increasing the contract authority for Fiscal Year 2019/20 by $90,000, an additional $90,000 for Fiscal Year 2020/21, and by an additional $90,000 for Fiscal Year 2021/22, a total increase amount of $270,000, for a total contract amount not-to-exceed $360,000 and extending the agreement for three years to June 30, 2022 (Attachment No. 3).

FISCAL IMPACTS:

There are sufficient funds to cover these contracts subject to the approval of the Fiscal Year 2019/20 and Fiscal Year 2020/21 Budget; therefore, no additional appropriations are necessary. Fiscal Year 2021/22 of the contract will be subject to the approval of the subsequent two-year budget. Vendors listed in the table below have a term extension date of June 30, 2022 and additional contract authority amounts. The and are allocated by the funding source.

Vendor	GL Account	Annual Contract Amount	FY19-20 Proposed Budget	FY20-21 Proposed Budget	Term Extension
Stantec	101-5-5200-500 101-5-5200-556	$75,000	$75,000	$75,000	June 30, 2022
Flowers & Assoc.	Deposit Cases Funded City Projects	$75,000	$75,000	$75,000	June 30, 2022
Solid Waste Solutions	101-5-5200-500	$90,000	$90,000	$90,000	June 30, 2022

ALTERNATIVES:

The City Council may elect not authorize a three-year extension and direct Public Works Department to shorten the duration or to not authorize these contract amendments and direct the Public Works Department to seek statements of qualifications and proposals from additional qualified firms. Depending on which contracts the City Council did not authorize, doing so could cause delays in the processing development projects, engineering projects, or providing inspection services.

Legal Review By:

Michael Jenkins
City Attorney

Approved By:

Michelle Greene
City Manager

ATTACHMENTS:

1. Amendment No. 3 with Stantec Consulting Services Inc. Agreement No. 2016-117 for Professional Design Services
2. Amendment No. 4 with Flowers & Associates Agreement No. 2015-068 for Professional Services
3. Amendment No. 1 with Solid Waste Solutions, Inc. (SWS), Agreement No. 2018-046 for Professional Services
4. Stantec Consulting Services Inc. Agreement No. 2016-117 for Professional Design Services and Amendments No. 1 and 2 (available on line only)
5. Flowers & Associates Agreement No. 2015-068 for Professional Services Amendments No. 1 through 3 (available on line only)
6. Solid Waste Solutions, Inc. (SWS) Agreement No. 2018-046 for Engineering Support Services Agreement (available on line only)

ATTACHMENT 1

Amendment No. 3 for Stantec Consulting Inc. Agreement No. 2016-117 for Professional Design Services

AMENDMENT NO. 3
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
STANTEC CONSULTING SERVICES, INC.

This **Amendment No. 3** to a PROFESSIONAL DESIGN SERVICES by and between the **City of Goleta**, a municipal corporation ("City") and **STANTEC CONSULTING SERVICES, INC.,** a New York Corporation, ("Consultant") dated September 19, 2016 ("Agreement," Agreement No. 2016-117) is made this _____ day of June, 2019.

RECITALS

WHEREAS, the City of Goleta entered into the Agreement with Stantec Consulting Services, Inc. for the purpose of providing traffic engineering services; and

WHEREAS, the Agreement was entered into on September 19, 2016 with a maximum compensations of $25,000 and a termination date of December 31, 2017; and

WHEREAS, the Agreement was amended on June 20, 2017 and an additional $75,000 in compensation and extended the term to June 30, 2018 (Amendment 1); and

WHEREAS, the Agreement was amended on June 19, 2018 and an additional $75,000 in compensation and extended the term to June 30, 2019 (Amendment 2); and

WHEREAS, the Agreement between the City and Consultant currently provides in Section 3 Subsection (a) for a total compensation not to exceed $175,000; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of $75,000/year for the term of the contract for a total of $225,000 for continued inspection services so that the new not to exceed amount will be $400,000; 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, 2022; and

WHEREAS, the Agreement between City and Consultant currently provides in Exhibit B-2 entitled "Compensation" the hourly rates for Consultant; and

WHEREAS, the parties desire to amend Exhibit B-2 of the Agreement to identify Exhibit B-3 from the current rate sheet; 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 and authorized the City Manager to execute this Amendment No.3, on this _____ 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 $225,000 ($75,000/annually) 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 $400,000 (herein "not-to-exceed amount") over the term of the Agreement and starting from fiscal year July 1, 2019, the services shall not exceed $75,000 per fiscal year. Any services that exceed the annual amount per fiscal year must be approved by the Director of Public Works but the overall contract authority shall not exceed the not-to-exceed amount. Compensation shall be earned as the work progresses on the following basis:
>
> Hourly at the hourly rate with reimbursement to CONSULTANT for those expenses set for in CONSULTANT's Schedule of Fees marked Exhibit "B-3" attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2022, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

2. **Section 6.** **TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional three (3) years to read in its entirety.

> The term of this Agreement is from the date first written above to June 30, 2022, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

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

Exhibit B "Compensation" with **Exhibit B-3 "Compensation"** attached hereto and incorporated herein

4. **Counterparts and electronic/facsimile signatures**

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.

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

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

CITY OF GOLETA

Michelle Greene, City Manager

CONSULTANT

Derek Rapp, T.E. Principal

ATTEST:

Deborah Lopez, City Clerk

Hady Izadpanah, Senior Principal

APPROVED AS TO FORM

Winnie Cai, Assistant City Attorney

Exhibit B-3
Compensation

Billing Level	Hourly Rate	Description
3 4 5	$102 $107 $121	**Junior Level Position** ❑ Independently carries out assignments of limited scope using standard procedures, methods and techniques ❑ Assists senior staff in carrying out more advanced procedures ❑ Completed work is reviewed for feasibility and soundness of judgment ❑ Graduate from an appropriate post-secondary program or equivalent ❑ Generally, one to three years' experience
6 7 8	$126 $137 $142	**Fully Qualified Professional Position** ❑ Carries out assignments requiring general familiarity within a broad field of the respective profession ❑ Makes decisions by using a combination of standard methods and techniques ❑ Actively participates in planning to ensure the achievement of objectives ❑ Works independently to interpret information and resolve difficulties ❑ Graduate from an appropriate post-secondary program, with credentials or equivalent ❑ Generally, three to six years' experience
9 10 11	$152 $158 $168	**First Level Supervisor or First Complete Level of Specialization** ❑ Provides applied professional knowledge and initiative in planning and coordinating work programs ❑ Adapts established guidelines as necessary to address unusual issues ❑ Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment ❑ Graduate from an appropriate post-secondary program, with credentials or equivalent ❑ Generally, five to nine years' experience
12 13 14	$177 $185 $201	**Highly Specialized Technical Professional or Supervisor of Groups of Professionals** ❑ Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise ❑ Participates in short and long range planning to ensure the achievement of objectives ❑ Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures ❑ Reviews and evaluates technical work ❑ Graduate from an appropriate post-secondary program, with credentials or equivalent ❑ Generally, ten to fifteen years' experience with extensive, broad experience
15 16 17	$211 $225 $249	**Senior Level Consultant or Management** ❑ Recognized as an authority in a specific field with qualifications of significant value ❑ Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise ❑ Independently conceives programs and problems for investigation ❑ Participates in discussions to ensure the achievement of program and/or project objectives ❑ Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects ❑ Graduate from an appropriate post-secondary program, with credentials or equivalent ❑ Generally, more than twelve years' experience with extensive experience
~~18~~ ~~19~~ ~~20~~ ~~21~~	~~$303~~ ~~$317~~ ~~$353~~ ~~$399~~	**Senior Level Management under review by Vice President or higher** ❑ Recognized as an authority in a specific field with qualifications of significant value ❑ Responsible for long range planning within a specific area of practice or region ❑ Makes decisions which are far reaching and limited only by objectives and policies of the organization ❑ Plans/approves projects requiring significant human resources or capital investment ❑ Graduate from an appropriate post-secondary program, with credentials or equivalent ❑ Generally, fifteen years' experience with extensive professional and management experience

SURVEY CREWS

Crew Size	Regular Rate	Overtime Rate
1-Person	$190	$220
2-Person	$285	$375
3-Person	$375	$500

ATTACHMENT 2

Amendment No. 4 for Flowers & Associates Agreement No. 2015-068 for Professional Design Services

AMENDMENT NO. 4
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
FLOWERS & ASSOCIATES, INC.

This **Amendment No. 4** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **FLOWERS & ASSOCIATES, INC.**, a California Corporation, ("Consultant") dated August 31, 2015 ("Agreement," Agreement No. 2015-068) is made this _____ day of May, 2019.

RECITALS

WHEREAS, the City of Goleta entered into the Agreement with Flowers & Associates, Inc. for the purpose of providing on-call inspection support services; and

WHEREAS, the Agreement was entered into on August 31, 2015 with a maximum compensation of $29,900 and a termination date of June 31, 2016; and

WHEREAS, the Agreement was amended on April 5, 2016 and an additional $125,000 in compensation and extended the term to June 30, 2017 (Amendment 1); and

WHEREAS, the Agreement was amended on June 20, 2017 and an additional $75,000 in compensation and extended the term to June 30, 2018 (Amendment 2); and

WHEREAS, the Agreement was amended on June 19, 2018 and an additional $75,000 in compensation and extended the term to June 30, 2019 (Amendment 3); and

WHEREAS, the Agreement between the City and Consultant currently provides in Section 3 Subsection (a) for a total compensation not to exceed $304,900; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of $75,000/year for the term of the contract for a total of $225,000 for continued inspection services so that the new not to exceed amount will be $529,900; 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 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 parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2022; and

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

WHEREAS, the parties desire to amend Exhibit B-3 of the Agreement to identify Exhibit B-4 from the current rate sheet; and

WHEREAS, the City Council approved and authorized the City Manager to execute this Amendment No. 4, on this _____ 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 $225,000 ($75,000/annually) 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 $529,900 (herein "not-to-exceed amount") over the term of the Agreement and starting from fiscal year July 1, 2019, the services shall not exceed $75,000 per fiscal year. Any services that exceed the annual amount per fiscal year must be approved by the Director of Public Works but the overall contract authority shall not exceed the not-to-exceed amount. Compensation shall be earned as the work progresses on the following basis:
>
> Hourly at the hourly rate with reimbursement to CONSULTANT for those expenses set for in CONSULTANT's Schedule of Fees marked Exhibit "B-4" attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2022, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

2. Section 6. **TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional three (3) years to read in its entirety.

> The term of this Agreement is from the date first written above to June 30, 2022, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

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

Exhibit B-3 "Compensation" with **Exhibit B-4 "Compensation"** attached hereto and incorporated herein

4. **Counterparts and electronic/facsimile signatures**

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.

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

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

CITY OF GOLETA

Michelle Greene, City Manager

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM

Winnie Cai, Assistant City Attorney

CONSULTANT

Alan Chierici, Secretary

Robert Schmidt, Vice President

EXHIBIT B-4
Compensation

ENGINEERING SERVICES	HOURLY RATE
Principal Engineer	$197.00
Associate Engineer	$182.00
Senior Engineer	$162.00
Drainage Engineer	$162.00
Water Resources Specialist	$152.00
Project Manager	$152.00
Design Engineer	$142.00
CAD Designer	$127.00
CAD Technician	$115.00
Clerical	$102.00

PLANNING SERVICES

Principal Planner	$158.00
Associate Planner	$137.00
Public Agency Coordinator	$121.00

CONSTRUCTION CONTRACT ADMINISTRATION

Principal Construction Engineer	$197.00
Associate Construction Engineer	$182.00
Resident Engineer	$162.00
Prevailing Wage Construction Monitor	$142.00
Construction Monitor	$126.00

EXPERT TESTIMONY

Expert Testimony, Deposition, Court Appearance and research related thereto will be charged at 3.0 times the applicable hourly rate.

REIMBURSABLE EXPENSE

Plots and other expenses connected with the work will be charged at cost.

CONSULTANTS

Subcontracts administered by Flowers & Associates, Inc. will be charged at cost plus 10%.

ATTACHMENT 3

Amendment No. 1 for Solid Waste Solutions Inc. Agreement No. 2018-046 for Professional Services

AMENDMENT NO. 1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
SOLID WASTE SOLUTIONS, INC.

This **Amendment No. 1** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **SOLID WASTE SOLUTIONS, INC.**, A California Corporation ("Consultant") dated June 19, 2018 ("Agreement," Agreement No. 2018-046) is made this _____ day of June, 2019.

RECITALS

WHEREAS, this Agreement is for the professional engineering support services for the Engineering Division; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed $90,000; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of $90,000/year for three years totaling $270,000 for continued services so that the total not to exceed amount will be $360,000; 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, 2022; and

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

WHEREAS, the parties desire to amend Exhibit A of the Agreement to identify Exhibit A-1 from the current rate sheet; 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 and authorized the City Manager to execute this Amendment No.1, on this _____ 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 $270,000 ($90,000/annually) 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 $360,000 (herein "not-to-exceed amount") over the term of the Agreement and starting from fiscal year July 1, 2019, the services shall not exceed $90,000 per fiscal year. Any services that exceed the annual amount per fiscal year must be approved by the Director of Public Works but the overall contract authority shall not exceed the not-to-exceed amount. Compensation shall be earned as the work progresses on the following basis:
>
> Hourly at the hourly rate with reimbursement to CONSULTANT for those expenses set for in CONSULTANT's Schedule of Fees marked Exhibit "A-1" attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2022, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

2. **Section 6.** **TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional three (3) years to read in its entirety.

> The term of this Agreement is from the date first written above to June 30, 2022, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.
>
> CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

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

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

4. Counterparts and electronic/facsimile signatures

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.

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

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

CITY OF GOLETA

Michelle Greene, City Manager

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM

Winnie Cai, Assistant City Attorney

CONSULTANT

Kimberly C. Nilsson, President

Lars J. Nilsson, Vice President

Exhibit A-1

Compensation

Professional Staff	Hourly rate
Intern:	$26.00
Clerical/Office Assistant:	$55.00
Recycling Coordinator & Permit Processor:	$73.00
Project Coordinator:	$90.00
Project Manager:	$114.00
Senior Project Manager & Computer Programming & Database Management:	$148.00
Principal:	$170.00
Travel:	Actual Costs
2018 IRS Mileage reimbursement:	$0.545/mile

ATTACHMENT 4

Stantec Consulting Inc. Agreement No. 2016-117 for Professional Design Services and Amendments Nos. 1 and 2

Agreement No. 2016-117
City of Goleta, California

Project Name: On Call Traffic Engineering Services

CITY OF GOLETA
CALIFORNIA
SEP 12 2016
RECEIVED

AGREEMENT FOR PROFESSIONAL DESIGN SERVICES BETWEEN THE CITY OF GOLETA AND STANTEC CONSULTING SERVICES INC.

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES is made and entered into this 19th of September, 2016, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **STANTEC CONSULTING SERVICES 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 from the City's pre-authorized qualified consultants lists for various professional engineering 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 Traffic Engineering services. Services shall generally include assisting the Public Works department with various engineering requests, 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 $25,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

> Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until December 31, 2017, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

4. EXTRA SERVICES

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

5. CITY PROJECT MANAGER AND SERVICES BY CITY

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

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to December 31, 2017, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

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

7. OWNERSHIP OF DOCUMENTS

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

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Derek Rapp, 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.

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.

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 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.

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

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:	Attention: Michelle Greene City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117
TO CONSULTANT:	Derek Rapp, T.E., Principal Attn: Stantec Consulting Services Inc. 111 East Victoria Street Santa Barbara, CA 93101-2018

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

Derek Rapp, T.E., Principal

ATTEST:

Deborah Lopez, City Clerk

Hady Izadpanah, Senior Principal

APPROVED TO FORM:

Tim W. Giles, City Attorney

Exhibit A
Scope of Services

Consultant shall perform the following:

- Consultant shall conduct field review of issue location. Take photos, notes, measurements, etc. in order to document existing conditions.
- Consultant shall review applicable standards, guidance and options from a variety of sources, including CAMUTCD, Highway Design Manual, Caltrans/Greenbook Standard Plans and Specifications, AASHTO Publications, etc.
- Consultant shall prepare brief report describing observations, recommend solutions(s), if any, and justification for recommendations.
- Consultant shall assist the Public Works staff in preparing a response to the person who made the original request.

Exhibit B
Schedule of Fees

SCHEDULE OF BILLING RATES – 2016

Billing Level	Hourly Rate	Description
1 2	[illegible] [illegible]	**Entry-level position** ❑ Works under the supervision of a senior professional ❑ Recent graduate from an appropriate post-secondary program or equivalent ❑ Generally less than four years experience
3 4 5	[illegible] [illegible] [illegible]	**Junior Level position** ❑ Independently carries out assignments of limited scope using standard procedures, methods and techniques ❑ Assists senior staff in carrying out more advanced procedures ❑ Completed work is reviewed for feasibility and soundness of judgment ❑ Graduate from an appropriate post-secondary program or equivalent ❑ Generally one to three years experience
6 7 8	[illegible] [illegible] [illegible]	**Fully Qualified Professional Position** ❑ Carries out assignments requiring general familiarity with a broad field of time-respective profession ❑ Makes decisions by using a combination of standard methods and techniques ❑ Actively participates in planning to ensure the achievement of objectives ❑ Works independently to interpret information and resolve difficulties ❑ Graduate from an appropriate post-secondary program with credential or equivalent ❑ Generally three to six years experience
9 10 11	[illegible] [illegible] [illegible]	**First Level Supervisor or first complete Level of Specialization** ❑ Provides applied professional knowledge and initiative in planning and coordinating work programs ❑ Adapts established guidelines as necessary to address unique issues ❑ Decisions are accepted as technically accurate, but may be subject to review and/or soundness of judgment ❑ Graduate from an appropriate post-secondary program with credential or equivalent ❑ Generally five to nine years experience
12 13 14	[illegible] [illegible] [illegible]	**Highly Specialized Technical Professional or Supervisor of groups of professionals** ❑ Provides multi-disciplinary knowledge to deliver innovative solutions in related field of expertise ❑ Participates in and challenges planning to ensure the achievement of objectives ❑ Makes decisions on complex issues including expenditure commitments, work methods and financial controls associated with large expenditures ❑ Reviews and evaluates technical work ❑ Graduate from an appropriate post-secondary program with credential or equivalent ❑ Generally ten to fifteen years experience with extensive broad experience
15 16 ~~17~~	[illegible] [illegible] ~~[illegible]~~	**Senior Level Consultant or Management** ❑ Recognized as an authority in a discipline with a high degree of organizational value ❑ Provides multi-disciplinary knowledge to deliver innovative solutions in related field of expertise ❑ Independently develops programs and problems for investigation ❑ Participates in and challenges to ensure the achievement of program and project objectives ❑ Makes decisions on expenditures including large sums of implementation of major programs and projects ❑ Graduate from an appropriate post-secondary program with credential or equivalent ❑ Generally more than five years experience with extensive experience
~~18~~ ~~19~~ ~~20~~ ~~21~~	~~[illegible]~~ ~~[illegible]~~ ~~[illegible]~~ ~~[illegible]~~	**Senior Level Management under review by Vice President or higher** ❑ Recognized as an authority in a discipline with a high degree of organizational value ❑ Responsible for organizing planning within a discipline or area of practice or region ❑ Makes decisions which are forward thinking and limited only by objectives and policies of the organization ❑ Plans and develops objectives requiring significant human resources or capital investment ❑ Graduate from an appropriate post-secondary program with credential or equivalent ❑ Generally fifteen years experience with extensive project and management experience

Survey Crews	Crew Size	Regular Rate	Overtime Rate
	1-Person	$210	$250
	2-Person	$265	$270
	3-Person	$395	$520

Agreement No. 2016-117.1
City of Goleta California

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

This Amendment No. 1 is made on this 20th day of June, 2017 to an AGREEMENT FOR PROFESSIONAL DESIGN SERVICES between the **CITY OF GOLETA** ("City") and **STANTEC CONSULTING SERVICES, INC.** ("Consultant") dated September 19, 2016. ("Agreement," Agreement No. 2016-117)

RECITALS

WHEREAS, under the Agreement, Consultant has provided the City with traffic engineering services; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed the sum of twenty-five thousand ($25,000) dollars; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of seventy-five thousand ($75,000) dollars for continued services; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for termination of the Agreement on December 31, 2017; and

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

WHEREAS, the City Council approved this Amendment No. 1 on this 20th day of June, 2017.

AMENDED TERMS

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

1. Section 3 Subsection (a). **COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of $75,000 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 $100,000.00 (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, 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** of the Agreement is amended to extend the term for an additional six (6) months to read in its entirety.

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

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

3. 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

Derek Rapp, T.E. Principal

ATTEST:

Deborah Lopez, City Clerk

Hady Izadpanah, Senior Principal

APPROVED AS TO FORM

Winnie Cai, Deputy City Attorney

Agreement No. 2016-117.2
City of Goleta, California

AMENDMENT NO. 2
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
STANTEC CONSULTING SERVICES, INC.

This Amendment No. 2 is made on this 19th day of June, 2018 to an AGREEMENT FOR PROFESSIONAL DESIGN SERVICES between the **CITY OF GOLETA** ("City") and **STANTEC CONSULTING SERVICES, INC.**, a New York corporation, ("Consultant") dated September 19, 2016 ("Agreement," Agreement No. 2016-117).

RECITALS

WHEREAS, the City of Goleta entered into the Agreement with Consultant for the purpose of providing traffic engineering services; and

WHEREAS, the Agreement was entered into on September 19, 2016 with a maximum compensation of $25,000 and a termination date of December 31, 2017; and

WHEREAS, the Agreement was amended on June 20, 2017 to add an additional $75,000 in compensation and extend the term to June 30, 2018; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed the sum of one hundred thousand dollars ($100,000); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of seventy-five thousand dollars ($75,000) for continued traffic engineering services so that the new not to exceed amount if $175,000; 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 date of the Agreement to June 30, 2019; and

WHEREAS, the City Council approved this Amendment No. 2 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 3 Subsection (a).** **COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of $75,000 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 $175,000.00 (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-2," 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 one year to read in its entirety.

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

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

3. 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

Derek Rapp, T.E. Principal

ATTEST:

Deborah Lopez, City Clerk

Hady Izadpanah, Senior Principal

APPROVED AS TO FORM

Winnie Cai, Deputy City Attorney

EXHIBIT B-2

SCHEDULE OF FEES

SCHEDULE OF BILLING RATES – 2018

Billing Level	Hourly Rate	Description
3 4 5	$86 $95 $103	**Junior Level Position** ❑ Independently carries out assignments of limited scope using standard procedures, methods and techniques ❑ Assists senior staff in carrying out more advanced procedures ❑ Completed work is reviewed for feasibility and soundness of judgment ❑ Graduate from an appropriate post-secondary program or equivalent ❑ Generally, one to three years' experience
6 7 8	$113 $121 $130	**Fully Qualified Professional Position** ❑ Carries out assignments requiring general familiarity within a broad field of the respective profession ❑ Makes decisions by using a combination of standard methods and techniques ❑ Actively participates in planning to ensure the achievement of objectives ❑ Works independently to interpret information and resolve difficulties ❑ Graduate from an appropriate post-secondary program, with credentials or equivalent ❑ Generally, three to six years' experience
9 10 11	$135 $145 $156	**First Level Supervisor or First Complete Level of Specialization** ❑ Provides applied professional knowledge and initiative in planning and coordinating work programs ❑ Adapts established guidelines as necessary to address unusual issues ❑ Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment ❑ Graduate from an appropriate post-secondary program, with credentials or equivalent ❑ Generally, five to nine year's experience
12 13 14	$170 $182 $195	**Highly Specialized Technical Professional or Supervisor of Groups of Professionals** ❑ Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise ❑ Participates in short and long range planning to ensure the achievement of objectives ❑ Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures ❑ Reviews and evaluates technical work ❑ Graduate from an appropriate post-secondary program, with credentials or equivalent ❑ Generally, ten to fifteen years' experience with extensive, broad experience
15 16 ~~17~~	$205 $225 ~~$240~~	**Senior Level Consultant or Management** ❑ Recognized as an authority in a specific field with qualifications of significant value ❑ Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise ❑ Independently conceives programs and problems for investigation ❑ Participates in discussions to ensure the achievement of program and/or project objectives ❑ Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects ❑ Graduate from an appropriate post-secondary program, with credentials or equivalent ❑ Generally, more than twelve years' experience with extensive experience
~~18~~ ~~19~~ ~~20~~ ~~21~~	~~$293~~ ~~$317~~ ~~$353~~ ~~$389~~	**Senior Level Management under review by Vice President or higher** ❑ Recognized as an authority in a specific field with qualifications of significant value ❑ Responsible for long range planning within a specific area of practice or region ❑ Makes decisions which are far reaching and limited only by objectives and policies of the organization ❑ Plans/approves projects requiring significant human resources or capital investment ❑ Graduate from an appropriate post-secondary program, with credentials or equivalent ❑ Generally, fifteen years' experience with extensive professional and management experience

SURVEY CREWS

Crew Size	Regular Rate	Overtime Rate
1-Person	$210	$250
2-Person	$285	$370
3-Person	$395	$520

ATTACHMENT 5

Flowers & Associates Agreement No. 2015-068 for Professional Design Services and Amendment Nos. 1 – 3

CITY OF GOLETA
CALIFORNIA
AUG 03 2015
RECEIVED

Agreement No. 2015-068
City of Goleta, California

Project Name: On-Call Inspection Services

AGREEMENT FOR PROFESSIONAL DESIGN SERVICES BETWEEN THE CITY OF GOLETA AND FLOWERS AND ASSOCIATES

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES is made and entered into this 31st day of August 2015, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **FLOWERS & ASSOCIATES, Inc.**, a California corporation, (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 approved by Council for on-call inspection services after review of a competitive request for qualifications process; and

WHEREAS, CONSULTANT was selected for award of this AGREEMENT by the Public Works Director because CONSULTANT has capacity to provide the necessary services in the requested time frame; 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 on-call inspection services in conjunction with City issued encroachment permits for private construction within the public right of way. Services are for work scheduled outside normal City business hours. Services shall generally include on-call oversight and inspection of encroachment permits for adherence to local and state laws, and

conformance to City standard details for construction, 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," 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 $29,900 (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 Exhibit "B" 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 Marti Milan,

Principal Civil Engineer. 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 as follows:

1. City Staff will provide for encroachment permits with all information on activities to be inspected.
2. City Staff will provide dates, times and locations for the inspections.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to June 30, 2016, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by paragraph 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed June 30, 2016 and incorporated here in as "on-call inspection services."

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. Alan Chierici is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT is not assignable by CONSULTANT without CITY's prior consent in writing.

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for CONSULTANT's Damages. CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

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

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

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

b) Insurance Services Office form number CA 0001 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of $1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.

c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of $1,000,000 per accident or disease.

d) Professional Liability insurance on a policy form appropriate to CONSULTANTs profession. Limits shall be no less than $1,000,000 per claim.

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

a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10 with an edition date prior to 2004, or its exact equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37 with an edition date prior to 2004.

b) CONSULTANT's insurance shall apply to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.

c) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.

d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.

e) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.

f) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.

g) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.

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

11. RELATION OF THE PARTIES

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

12. CORRECTIONS

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

13. TERMINATION BY CITY

Either party may terminate this AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving seven (7) days' notice to remedy the breach. On termination of this AGREEMENT, CITY shall forthwith pay CONSULTANT for the services performed to the date of termination.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

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

16. WAIVER; REMEDIES CUMULATIVE

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

right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. TAXPAYER IDENTIFICATION NUMBER

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

22. NON-APPROPRIATION OF FUNDS

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year. CITY shall provide notice to CONSULTANT in the event CITY fails to appropriate funds, and in such event CONSULTANT'S obligations under the AGREEMENT shall immediately cease, except for completion of any services paid in advance, if any.

23. MODIFICATION OF AGREEMENT

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

24. USE OF THE TERM "CITY"

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

25. PERMITS AND LICENSES

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

26. CAPTIONS

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

27. AUTHORIZATION

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

28. ENTIRE AGREEMENT BETWEEN PARTIES

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

29. PARTIAL INVALIDITY

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

30. NOTICES

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

TO CITY:

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

TO CONSULTANT:

Attn: Alan Chierici
Flowers & Associates
201 N. Calle Cesar Chaves, Suite 100
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

Robert T. Flowers, President

ATTEST:

Deborah S. Lopez, City Clerk

Stephen G. Flowers, CFO

APPROVED AS TO FORM

Tim W. Giles, City Attorney

Exhibit A
Scope of Work

CONSULTANT SHALL PROVIDE THE FOLLOWING ON-CALL INSPECTION SERVICES

1. Provide construction inspection that includes observation, inspection and notice of correction required for construction activities to verify that the activities comply with the encroachment permit, plans, specifications, City standards and public safety.
2. Provide pre-work condition documentation (photo and/or video graphic).
3. Notify City staff of any identified areas of special importance for further normal business hours of inspection.
4. Coordinate and disseminate information to City staff, nearby affected properties and utility providers of possible construction activity impacts.

DELIVERABLES

5. Create and maintain daily inspection reports and photo-documentation of construction activities for permits under inspection.
6. Provide sign off at completion of the work associated with any encroachment permit under inspector's pervue.

EXHIBIT B
Compensation

ENGINEERING SERVICES HOURLY RATE

Principal Engineer	$185.00
Associate Engineer	$170.00
Senior Engineer	$152.00
Drainage Engineer	$152.00
Resident Engineer	$152.00
Water Resources Specialist	$141.00
Project Manager	$141.00
Design Engineer	$131.00
Senior Inspector	$131.00
CAD Designer	$115.00
CAD Technician	$105.00
Word Processor	$ 95.00

REIMBURSABLE EXPENSE

Prints, plots, and other expenses connected with the work will be charged at cost.

CONSULTANTS

Subcontracts administered by Flowers & Associates, Inc. will be charged at cost plus 10%.

CITY OF GOLETA
CALIFORNIA
APR 12 2016
RECEIVED

Agreement No. 2015-068.1
City of Goleta, California

AMENDMENT NO. 1
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
FLOWERS & ASSOCIATES

This Amendment No. 1 ("Amendment") is made this 5th day of April, 2016 to a PROFESSIONAL DESIGN SERVICES AGREEMENT between the **CITY OF GOLETA** (City) and **FLOWERS & ASSOCIATES** (Consultant) dated August 31, 2015 ("Agreement").

RECITALS

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed $29,900; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of $125,000 for continued inspection services; and

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

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

WHEREAS, the City Council on this 5th day of April, 2016, approved the contract Amendment No. 1 and authorized the City Manager to execute per Goleta Municipal Code 3.05.240.

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 $35,000 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 $154,900 (herein "not to exceed amount"), and shall be earned as the work progresses.

   Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked as Exhibit "B" shall be binding upon CONSULTANT until June 30, 2017, after which

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

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

The term of this Agreement is from the date first written above to June 30, 2017, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

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

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

CITY OF GOLETA

Michelle Greene, City Manager

CONSULTANT

Robert T. Flowers, President

ATTEST:

Deborah Lopez, City Clerk

Stephen G. Flowers, CFO

APPROVED AS TO FORM

Tim W. Giles, City Attorney

CITY OF GOLETA
CALIFORNIA
JUN 29 2017
RECEIVED

Agreement No. 2015-068 2
City of Goleta, California

AMENDMENT NO. 2
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
FLOWERS & ASSOCIATES

This Amendment No. 2 ("Amendment") is made this 20th day of June 2017, to an AGREEMENT FOR PROFESSIONAL DESIGN SERVICES between the **CITY OF GOLETA** ("City") and **FLOWERS & ASSOCIATES** ("Consultant") dated August 31, 2017. ("Agreement," Agreement No. 2015-068)

RECITALS

WHEREAS, under the Agreement, Consultant provides the City with on-call inspection support services; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed $154,900; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of $75,000 dollars for continued inspection services; and

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

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

WHEREAS, the City Council approved and authorized the City Manager to execute this Amendment No. 2 on this 20th day of June, 2017.

AMENDED TERMS

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

1. **Section 3 Subsection (a).** **COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of $75,000 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 $229,900 (herein "not to exceed amount"), and shall be earned as the work progresses.
>
> Hourly at the hourly rates and with the reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked as Exhibit "B" 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. <u>TERM, PROGRESS AND COMPLETION</u>** of the Agreement is amended to extend the term for an additional one year to read in its entirety.

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

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

3. 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

Alan Chierici, Secretary

ATTEST:

Deborah Lopez, City Clerk

Robert Schmidt, Vice President

APPROVED AS TO FORM

Winnie Cai, Deputy City Attorney

Agreement No. 2015-068.3
City of Goleta, California

AMENDMENT NO. 3
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
FLOWERS & ASSOCIATES, INC.

This Amendment No. 3 ("Amendment") is made on this 19th day of June 2018, to an AGREEMENT FOR PROFESSIONAL DESIGN SERVICES between the **CITY OF GOLETA** ("City") and **FLOWERS & ASSOCIATES, INC.,** a California corporation, ("Consultant") dated August 31, 2015. ("Agreement," Agreement No. 2015-068).

RECITALS

WHEREAS, the City of Goleta entered into the Agreement with Flowers & Associates, Inc. for the purpose of providing on-call inspection support services; and

WHEREAS, the Agreement was entered into on August 31, 2015 with a maximum compensation of $29,900 and a termination date of June 30, 2016; and

WHEREAS, the Agreement was amended on April 5, 2016 to add an additional $125,000 in compensation and extend the term to June 30, 2017 (Amendment No. 1); and

WHEREAS, the Agreement was amended on June 20, 2017 to add an additional $75,000 in compensation and extend the term to June 30, 2018 (Amendment No. 2); and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed $229,900; and

WHEREAS, the parties desire to amend the Agreement so as to provide additional compensation in the amount of $75,000 dollars for continued inspection services so that the new not to exceed amount will be $304,900; and

WHEREAS, the Agreement between the City and Consultant currently provides in Section 6 for termination 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 Agreement between City and Consultant currently provides in Section 3 Subsection (a) a Schedule of Fees, marked as Exhibit "B"; and

WHEREAS, the Consultant's rates have increased, and adopted a new Schedule of Fees, marked as Exhibit "B-3"; and

WHEREAS, the City Council approved and authorized the City Manager to execute 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 3 Subsection (a). **COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of $75,000 and revise the Schedule of Fees 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 $304,900 (herein "not to exceed amount"), and shall be earned as the work progresses.
>
> Hourly at the hourly rates and with the reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked as Exhibit "B-3" 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 one year to read in its entirety.

> The term of this Agreement is from the date first written above to June 30, 2019, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.
>
> CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10, 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. 3 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

Michelle Greene, City Manager

CONSULTANT

Alan Chierici, Secretary

ATTEST:

Deborah Lopez, City Clerk

Robert Schmidt, Vice President

APPROVED AS TO FORM

Winnie Cai, Deputy City Attorney

EXHIBIT B-3
Schedule of Fees

ENGINEERING SERVICES	HOURLY RATE
Principal Engineer	$197.00
Associate Engineer	$182.00
Senior Engineer	$162.00
Drainage Engineer	$162.00
Water Resources Specialist	$152.00
Project Manager	$152.00
Design Engineer	$142.00
CAD Designer	$127.00
CAD Technician	$115.00
Clerical	$102.00
PLANNING SERVICES	
Principal Planner	$158.00
Associate Planner	$137.00
Public Agency Coordinator	$121.00
CONSTRUCTION CONTRACT ADMINISTRATION	
Principal Construction Engineer	$197.00
Associate Construction Engineer	$182.00
Resident Engineer	$162.00
Prevailing Wage Construction Monitor	$142.00
Construction Monitor	$126.00

EXPERT TESTIMONY

Expert Testimony, Deposition, Court Appearance and research relatext thereto will be charged at 3.0 times the applicable hourly rate.

REIMBURSABLE EXPENSE

Plots and other expenses connected with the work will be charged at cost.

CONSULTANTS

Subcontracts administered by Flowers & Associates, Inc. will be charged at cost plus 10%

ATTACHMENT 6

Solid Waste Solutions Inc. Agreement No. 2018-046 for Professional Services

Project Name: Engineering Support Services

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF GOLETA AND SOLID WASTE SOLUTIONS, INC.

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 19th day of June, 2018, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **SOLID WASTE SOLUTIONS, INC.**, a California corporation (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional engineering support services for the Engineering Division; and

WHEREAS, the CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and

WHEREAS, the CONSULTANT was approved by Council on December 20, 2016 and placed on a short list of pre-approved consultants for project management services after a review of a Request for Qualifications; and

WHEREAS, the CONSULTANT was selected based on their specialized experience in solid waste services, storm water management, film permitting, engineering support and repertoire relationship with involved agencies recommended for award of this AGREEMENT by the Public Works Director; and

WHEREAS, the City Council, on this 19th day of June 2018 approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

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 support services to support the employees of the Public Works Department. Under the direction and oversight of the Public Works Director, the services shall generally include project management services including but not limited to coordination with design firms, utilities, construction contractors and other government agencies; and coordination with Planning and Engineering staff and consultants. Work may include encroachment, film and special event permits. Work may also include project site visits to evaluate conditions and prepare specifications; assistance in writing grant applications and reports and studies, review of portions of private development plans, plan check, traffic control plan check, solid waste services, storm water management and any other support functions that will assist City Staff in moving capital projects forward.

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 $90,000 (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 "A," 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 as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

(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, as described in Section 5. 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 writing in advance of the incurrence of extra services by CONSULTANT. 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 Marti Milan, Principal Civil Engineer. 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, 2019, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

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

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. Kimberly Nilsson is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved 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 may not be assigned or subcontracted without the City Manager's prior written consent.

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for CONSULTANT's Damages. CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

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

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

10. INSURANCE

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating 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 00 01 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 that covers the services to be performed in connection with this agreement, in the minimum amount of $1,000,000 per claim and in the aggregate.

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 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, or its equivalent.

b) General and automobile liability insurance shall apply separately 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) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

d) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.

e) 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.

f) 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.

g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.

h) 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.

i) 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. RELATIONSHIP OF CONSULTANT TO CITY

The relationship of the CONSULTANT to CITY shall be that of an independent contractor 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 10 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 10 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. 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 that may be required in connection with the performance of services under this AGREEMENT.

26. CAPTIONS

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

27. AUTHORIZATION

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

28. ENTIRE AGREEMENT BETWEEN PARTIES

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

29. PARTIAL INVALIDITY

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

30. NOTICES

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

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

TO CONSULTANT: Attention: Kimberly Nilsson
Solid Waste Solutions, Inc
25 W. Rolling Oaks Dr., Suite 201
Thousand Oaks, CA 91361

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

Kimberly Nilsson, ~~Vice~~ – President

ATTEST

Deborah Lopez, City Clerk

Lars Nilsson, Treasurer

APPROVED AS TO FORM

Winnie Cai, Deputy City Attorney

Exhibit A

Schedule of Fees

Professional Staff	Hourly Rate
Intern:	$26.00/hour
Clerical / Office Assistant	$55.00/hour
Recycling Coordinator & Permit Processor:	$73.00/hour
Project Coordinator:	$90.00/hour
Project Management:	$114.00/hour
Computer Programming/ Database Management:	$148.00/hour
Principal:	$170.00/hour
Travel:	Actual Costs