



Agenda Item A.3
CONSENT CALENDAR
Meeting Date: December 17, 2019

TO: Mayor and Councilmembers

FROM: Charles W. Ebeling, Public Works Director

CONTACT: Maureen Gaasch, Senior Management Analyst

SUBJECT: Amendments to Public Works Professional Services Contracts for Fiscal Year 2019-2020

RECOMMENDATION:

- A. Authorize the City Manager to execute Amendment No. 2 to Professional Services Agreement No. 2019-017 with Solid Waste Solutions, Inc., for Engineering Support Services, increasing the contract authority by \$90,000, for a new total contract amount of \$209,000, extending the agreement to June 30, 2020, and approve a budget appropriation for additional funds in the amount of \$90,000.
- B. Authorize the City Manager to execute Amendment No. 1 to Professional Services Agreement No. 2018-078 with MNS Engineers, for Development Review Services, increasing the contract authority by \$250,560 for Fiscal Year 2019/20 and increasing by \$250,560 for Fiscal Year 2020/21 for a total contract authority increase by \$501,120, for a new total contract amount of \$801,120, extending the agreement to June 30, 2021.
- C. Authorize the City Manager to execute Amendment No. 2 to Professional Services Agreement No. 2019-013 with Dudek, for Professional Services, increasing the contract authority by \$109,010, for a new total contract amount of \$322,880, extending the agreement to June 30, 2020, and approve a budget appropriation for additional funds in the amount of \$109,010.
- D. Authorize the City Manager to execute Amendment No. 1 to Professional Services Agreement No. 2019-063 with Rincon Consultants, Inc., for Professional Design Services, increasing the contract authority by \$90,000, for a new total contract amount of \$270,000 and extending the agreement to June 30, 2020.
- E. Authorize the City Manager to execute Amendment No. 2 to Professional Design Services Agreement No. 2017-131 with Kimley-Horn and Associates, Inc., for professional Design Services, to extend the agreement to December 31, 2020.
- F. Authorize the City Manager to execute Amendment No. 1 to Professional Services Agreement No. 2018-126 with Kimley-Horn and Associates, Inc., for professional

Design Services, increasing the contract authority by \$20,000, for a new total contract amount of \$238,401, and to extend the agreement to June 30, 2022.

- G. Authorize the City Manager to execute Amendment No. 4 to Professional Services Agreement No. 2016-117 with Stantec, for Professional Design Services, increasing the contract authority by \$125,000 for Fiscal Year 2019/20, by \$125,000 for Fiscal Year 2020/21 and by \$125,000 for Fiscal Year 2021/22 for a new total contract amount of \$775,000.
- H. Authorize the City Manager to execute a Professional Services Agreement with Stantec for Floodplain Management Plan Services in an amount not to exceed \$45,000 with a termination date of December 31, 2020.
- I. Authorize the City Manager to execute Amendment No. 3 to Professional Services Agreement No. 2017-037 with Beacon Integrated Professional Resources, Inc. dba Hamner, Jewell & Associates, for Right of Way Services, increasing the contract authority by \$25,000 for a new total contract amount of \$105,000.

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, 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)
- Right-of-Way Services

SOQs were received on April 27, 2016. Public Works selected the following consultants through the formal RFQ process based on qualifications for award of consultant services agreements with the City: MNS Engineers, Solid Waste Solutions (SWS), MNS Engineering, Dudek, Rincon Consultants, Kimley-Horn, Stantec and Hamner Jewell Associates.

Under two separate contracts, MNS Engineers Inc., currently provides the Public Works Department with Engineering Division Lead services and Land Development review services. Solid Waste Solutions Inc. (SWS) is under contract with Public Works to provide on-call Solid Waste Project Management services. Dudek is under contract with Public

Works to provide Municipal Separate Storm Sewer System (MS4) Permit Compliance program support for the City. Rincon Consultants, Inc., is under contract with Public Works providing Open Space Management services. Kimley-Horn is under contract with Public Works providing engineering design services in conjunction with the Rectangular Rapid Flashing Beacons (RRFB) Improvements for the School Crossing Project as well as under contract to prepare a Traffic Safety Study. Stantec is currently under contract with Public Works to provide Traffic Engineering Services. Hamner Jewell Associates are currently under contract with Public Works to provide Right-of-Way Services.

DISCUSSION:

Solid Waste Solution, Inc. – Solid Waste Project Management Services.

History:

The table below provides a summary of history of the current contract with SWS:

	<i>Contract</i>	<i>Date Approved</i>	<i>Termination Date</i>	<i>Approved Budget</i>	<i>Total Budget</i>
	Original	Feb 21, 2019	Jun 30, 2019	\$29,900	\$29,900
	Amend 1	May 7, 2019	Dec 31, 2019	\$90,000	\$119,900
Scope	<p>The original agreement with SWS to provide Solid Waste Project Management services included the management and oversight of the following:</p> <ul style="list-style-type: none"> • Compliance with CalRecycle including preparation of Annual Report • Solid Waste Franchise Agreement coordination • Household Hazardous Waste Program coordination • Hauler contracts • Solid Waste Program development • Grant coordination 				

Recommendation:

Public Works recommends Amendment No. 2 to the current contract 2019-017 with SWS extending the termination date to June 30, 2020 and increasing the compensation amount by \$90,000 for a new total not-to-exceed amount of \$209,900 and that Council appropriate additional Solid Waste funds in the amount of \$90,000 to account number 211-5-5900-500 (Attachment 1).

Justification:

There continues to be a significant and expanding scope of services required to manage the Public Works Solid Waste Program as identified in the scope of services in the table above. The scope of work also includes analyses for product bans, special projects, and public awareness campaigns, outreach and event coordination. SWS provided these services over the past year due to a staff vacancy in the Environmental Services Coordinator position. Public Works has been satisfied with the professional services

provided by SWS. Consequently, Public Works recommends Council authorize an additional six months of work for SWS through June 30, 2020. The City is currently recruiting for the Environmental Services Coordinator position. As new staff is hired there will likely be a reduction in consultant services and a cost savings, although there will be an overlap in services needed to facilitate the transition period.

MNS Engineers, Inc. – Lead for Engineering Division and Development Review Services.

History:

The table below provides a summary of history of the current contract with MNS:

	<i>Contract</i>	<i>Date Approved</i>	<i>Termination Date</i>	<i>Approved Budget</i>	<i>Total Budget</i>
	Original	Aug 21, 2018	Jun 30, 2020	\$300,000	\$300,000
Scope	<p>The original agreement with MNS to provide Land Development review services included the following:</p> <ul style="list-style-type: none"> • Review land development projects for completeness, conditions of approval • Coordination with Planning Department • Review Engineering Permit Applications • Engineering check of Land Development projects for storm drain, sewer and water system designs and deficiency modeling, roadway/pavement structural sections • Field inspection/observation 				

Recommendation:

Public Works recommends Amendment No. 1 to contract 2018-079 with MNS extending the termination date to June 30, 2021, and increasing the contract authority by \$250,560 for Fiscal Year 2019/20 and by \$250,560 for Fiscal Year 2020/21, increasing the total compensation amount by \$501,120 for a new total amount not-to-exceed of \$801,120 (Attachment 2).

Justification:

There continues to be a significant scope of services required within the Engineering Division of the Public Works Department due to the amount of new and existing land development applications and requests. It is difficult to predict land development workflow because it is out of City staff's control so the Public Works Department contracts out for land development review services to augment City staff as needed. The Public Works Department can also utilize these contract services to fill staffing needs due to vacancies. In September 2019, Public Works approved a small separate contract with MNS to provide management services for the Engineering Division, due to a staff vacancy for the Principal Civil Engineer position. The budget for these services is projected to only last through calendar year 2019. Under a separate Public Works contract with MNS approved in August 2018, MNS is providing land development review services which were projected to continue through June 2020. The services provided by MNS under both the

Engineering Division management services contract and the land development review services contract are to the satisfaction of Public Works and Public Works wishes to continue them through the entirety of calendar year 2020. The proposed amendment continues services as defined in original agreement (described above) and as also includes additional services for twelve months for Engineering Division management. The scope of work includes the following services:

- Permit Review and Approval
- Pavement Management Program
- Inspection services
- Development Review

As identified above, these additional services are needed due to a current vacancy in the Principal Civil Engineer position, however the City is currently recruiting for the position. Some of these services will be reduced pending the outcome of the recruitment, although there will be some overlap needed to facilitate a transition period and depending on development of workflow over the next year. It should also be noted that some of these services and associated costs have and will continue to be billed to development deposit accounts and not, ultimately, impact City funding. Sufficient funding is available in the existing account, therefore the Public Works Department is not requesting additional funding for these services, only additional contract authority.

Dudek – Municipal Separate Storm Sewer System (MS4) Permit Compliance.

History:

The table below provides a summary of history of the current contract with Dudek:

	<i>Contract</i>	<i>Date Approved</i>	<i>Termination Date</i>	<i>Approved Budget</i>	<i>Total Budget</i>
	Original	Jan 31 2019	Dec 31, 2019	\$29,900	\$29,900
	Amend 1	May 7, 2019	Dec 31, 2019	\$183,970	\$213,870
<i>Scope</i>	The original agreement with Dudek to provide Municipal Separate Storm Sewer System (MS4) Permit Compliance services included the following: <ul style="list-style-type: none"> • MS4 Permit compliance program and implementation workflow documents • Annual reporting for six MCM's of the MS4 Permit • Watershed Management Plan project documents • Storm Drain Master Plan documents • TMDL's, trash policy, PEAIIP tracking and modeling requirements • MS4 Permit renewal • Santa Barbara Channelkeeper's water quality monitoring contract 				

Recommendation:

Public Works recommends Amendment No. 2 to contract 2019-013 with Dudek extending the termination date to June 30, 2020 and increasing the compensation amount by

\$109,010 for a new total not-to-exceed amount of \$322,880 and that Council appropriate additional Solid Waste funds in the amount of \$109,010 to account number 211-5-5900-500 (Attachment 3).

Justification:

There continues to be a significant scope of services required to oversee and comply with the City's MS4 program as identified in the scope of services in the table above. Public Works approved a contract with Dudek to provide these services over the past year due to a staff vacancy in the Environmental Services Coordinator position and to meet the State of California's increasing storm and sewer permit requirements. Public Works has been satisfied with the professional services provided by Dudek. Consequently, Public Works recommends that the City continue to use Dudek to provide MS4 services for an additional six months through June 30, 2020. The City is currently recruiting for the Environmental Services Coordinator position. As new staff is hired there will likely be a reduction in consultant services and a cost savings, although there will be an overlap in services needed to facilitate the transition period.

Rincon Consultants, Inc. – Open Space Management Services.

History:

The table below provides a summary of history of the current contract with Rincon:

	<i>Contract</i>	<i>Date Approved</i>	<i>Termination Date</i>	<i>Approved Budget</i>	<i>Total Budget</i>
	Original	Jul 16, 2019	Dec 31, 2019	\$180,000	\$180,000
<i>Scope</i>	<p>The original agreement with Rincon to provide Open Space Management Services included the following:</p> <ul style="list-style-type: none"> • Development of Tree and Open Space Management Plan, Five Year Maintenance Plan and annual Maintenance Plan • Baseline mapping of City Open Space areas • Biological studies • Oversight of arborist services • Cultural resources evaluations/surveys • Trail Maintenance Plans • Specific areas Management Plans • Permit, grant support and CEQA compliance • Implementation of Ellwood Mesa Monarch Butterfly Habitat Management Plan 				

Recommendation:

Public Works recommends Amendment No. 1 to the current contract 2019-063 with Rincon extending the termination date to June 30, 2020 and increasing the compensation amount by \$90,000 for a new total amount not-to-exceed of \$270,000. There are sufficient funds budgeted in account number 322-5-9112-706 (Attachment 4).

Justification:

There continues to be a significant scope of services required for Parks and Open Space Management. Public Works approved a contract with Rincon to provide these services and has been satisfied with the professional services provided. Consequently, Public Works recommends that the City continue to use Rincon to provide Open Space Management services for an additional six months through June 30, 2020. The City is currently recruiting for the Open Space Manager position. As the position is filled a reduction in consultant services and a cost savings is anticipated, although there will be an overlap in services needed to facilitate the transition period.

Kimley-Horn, Inc. – Rectangular Rapid Flashing Beacons (RRFB) Improvements for the School Crossing Project.

History:

The table below provides a summary of history of the current contract with Kimley-Horn for the RRFB project:

	<i>Contract</i>	<i>Date Approved</i>	<i>Termination Date</i>	<i>Approved Budget</i>	<i>Total Budget</i>
Scope	Original	Dec 19, 2017	Dec 31, 2019	\$60,500	\$60,500
	Amend 1	Jun 18, 2019	Dec 31, 2019	\$12,900	\$73,400
	The original agreement with Kimley-Horn to provide engineering design services in conjunction with the Rectangular Rapid Flashing Beacons (RRFB) Improvements for the School Crossing Project includes the following:				
	<ul style="list-style-type: none"> Development of Plans Specifications and Estimate for project. 				

Recommendation:

Public Works recommends Amendment No. 2 to the current contract 2017-131 with Kimley-Horn extending the termination date to December 31, 2020. No additional compensation or budget is requested at this time. (Attachment 5).

Justification:

Additional time is required for Kimley-Horn to complete the Plans, Specifications and Estimate for the Rectangular Rapid Flashing Beacons (RRFB) Improvements for the School Crossing Project.

Kimley-Horn, Inc. – Goleta Traffic Safety Study Project.

History:

The table below provides a summary of history of the current contract with Kimley-Horn for the Traffic Safety Study:

	<i>Contract</i>	<i>Date Approved</i>	<i>Termination Date</i>	<i>Approved Budget</i>	<i>Total Budget</i>
Scope	Original	Dec 4, 2018	Jun 30, 2020	\$218,401	\$218,401
	The original agreement with Kimley-Horn to a Traffic Safety Study to review and evaluate the City's major east-west and north-south corridors including the major intersections for collision frequency and magnitude, roadway geometrics, traffic volumes and other factors.				

Recommendation:

Public Works recommends Amendment No. 1 to contract 2018-126 with Kimley-Horn extending the termination date to June 30, 2022 and increasing the compensation amount by \$20,000 for a new total not-to-exceed amount of \$238,401. There are currently sufficient funds budgeted in the project to cover the additional compensation. (Attachment 6).

Justification:

Kimley-Horn has been under contract to prepare Traffic Safety Study since December 2018. New policies from the Federal Highway Administration (FHWA) and Caltrans require the preparation of a Local Roadway Safety Plan before an agency can be eligible to apply for certain federal funds. Preparation of the Local Roadway Safety Plan requires the 4E's - Education, Enforcement, Engineering and Emergency Services. This effort is not in the current scope of Kimley-Horn but the effort is closely aligned with the preparation of their ongoing Systemic Safety Analysis Report Program (SSARP) which focuses on engineering efforts. It therefore makes sense to expand the existing Kimley-Horn scope to include the preparation of a Local Roadway Safety Plan. Public Works is also recommending an expansion of the existing traffic count effort currently within the Kimley-Horn' contract to include additional intersection locations for which traffic counts are needed for other projects (Old Town Sidewalk Improvement, Hollister Class 1 Multipurpose Path, and Ekwil-Fowler Project) within the City. These other projects have sufficient budgeted funds to cover the additional costs related to the expanded traffic counts.

Stantec – Traffic Engineering.**History:**

The table below provides a summary of history of the current contract with Stantec for traffic engineering:

Scope	Contract	Date Approved	Termination Date	Approved Budget	Total Budget
	Original	Sep 19, 2019	Dec 31, 2017	\$25,000	\$25,000
	Amend 1	Jun 20, 2017	Jun 30, 2018	\$75,000	\$100,000
	Amend 2	Jun 19, 2018	Jun 30, 2019	\$75,000	\$175,000
	Amend 3	Jun 18, 2019	Jun 30, 2022	\$225,000	\$400,000
	<p>The original agreement with Stantec to provide Traffic Engineering services included the following:</p> <ul style="list-style-type: none"> • Field review of resident concerns regarding traffic • Application of the California Manual on Uniform Traffic control Devices (CA MUTCD), Caltrans Highway design Manual, Caltrans and Greenbook Standard Plans and Specifications, and the American Association of State Highway and Transportation Officials (AASHTO) publications • Prepare reports/recommendation to Public Works on traffic related issues • Review of traffic impacts and circulation for Development Projects • Ensure compliance with CA MUTCD for Traffic Control Encroachment Permits 				

Recommendation:

Public Works recommends Amendment No. 4 to contract 2016-117 with Stantec increasing the contract authority by \$125,000 for Fiscal Year 2019/20, by \$125,000 for Fiscal Year 2020/21, and by \$125,000 for Fiscal Year 2021/22 for a new total contract not-to-exceed amount of \$775,000 (Attachment 7).

Justification:

There continues to be a significant scope of services required to be provided by the Traffic Engineering Division of Public Works, including traffic analysis and traffic review for land development projects, traffic control plan review for encroachment permits, reviewing and responding to traffic related resident requests, performing speed studies, special traffic studies and analysis, and special traffic related projects including but not limited to the expanded services shown below. Public Works approved a contract with Stantec to provide these services due to a staff vacancy in the Traffic Engineer position and to meet the traffic related needs of the Department. Public Works has been satisfied with the professional services provided by Stantec and would like to expand the services to include the items identified below. Consequently, Public Works requests that Council authorize increasing the contract authority with Stantec for Fiscal Year 2019/20, 2020/21 and 2021/22. The scope of services anticipated for Fiscal Year 2019/20 is expanded to include the following:

- Speed survey update for select city streets
- Assist in formation of the Transportation Committee

- Development of Traffic Calming Policy
- Development of City/County Traffic Signal Maintenance Agreement
- Develop bike lane striping enhancement

The City is currently recruiting for the Traffic Engineer position. As new staff is hired there will likely be a reduction in consultant services and a cost savings, although there will be an overlap in services needed to facilitate the transition period and for additional services to meet the needs of the Department. Sufficient funding is available in the existing account, therefore the Public Works Department is not requesting additional funding for these services for this fiscal year, only additional contract authority.

Stantec – Floodplain Management Services.

Recommendation:

Public Works recommends a new Agreement with Stantec for Floodplain Management Plan Services in an amount not to exceed \$45,000 and with a termination date of December 31, 2020, subject to the requirements of the contract documents. (Attachment 8).

Justification:

One of the most important functions of the Engineering Division of the Public Works Department is to serve as the City Floodplain Manager. In the absence of qualified in-house personnel within Public Works, Public Works wishes to bring on Stantec to provide these services. Floodplain management services will include the following:

- Interpret FEMA flood mapping and determine how local floodplain ordinances apply to properties and developments with the City
- Provide base flood elevation determinations
- Review/perform hydrologic, hydraulic, scour analyses
- Review/conduct floodway revisions with FEMA for City Review design projects involving riverbank protection and restoration, creek channelization and detention design

The majority of these services and associated costs will be billed to development deposit accounts and not City funds. Sufficient funding is available in the existing account, therefore the Public Works Department is not requesting additional funding for these services, only additional contract authority.

Hamner Jewell Associates – Right of Way Services.

History:

The table below provides a summary of history of the current contract with Hamner Jewell:

Scope	Contract	Date Approved	Termination Date	Approved Budget	Total Budget
	Original	Jun 20, 2017	Jun 30, 2018	\$65,000	\$65,000
	Amend 1	Jun 18, 2018	Jun 30, 2019	\$0	\$65,000
	Amend 2	Jun 4, 2019	Jun 30, 2020	\$15,000	\$80,000
	The original agreement with Hamner Jewell to coordinate and oversee on-call right-of-way acquisition and real estate services for various CIP projects.				

Recommendation:

Public Works recommends Amendment No. 3 to Contract No. 2017-037 with Hamner Jewell for additional compensation in the amount of \$25,000 for Fiscal Year 2019/20 for a total contract not-to-exceed amount of \$105,000 (Attachment 9).

Justification:

There are right-of-way issues and associated right-of-way services needed for various Capital Improvement Projects, development projects and to address citizen requests. Public Works has been satisfied with the professional services provided by Hamner Jewell. Consequently, Public Works staff recommends an increase of contract authority to Hamner Jewell to address right-of-way needed on-going services.

FISCAL IMPACTS:

Additional appropriations are necessary for some of these contract amendments. The table below lists the Vendors, the funding source, the existing contract amount, the amended or new contract amount, the requested appropriation needed if applicable, and the term extension date if applicable.

Vendor/ Agmt #	GL Account	Existing Contract Amount	Additional Compensation	Requested Appropriations	Revised Contract Amount	Term Extension
SWS/2019-017	211-5-5900-500	119,900	\$90,000	\$90,000	\$209,900	June 30, 2020
MNS/2018-079	101-5-5200-500	\$300,000	\$501,120 (FYs 19/20 & 20/21)	\$0	\$801,120	June 30, 2021
Dudek/2019-013	211-5-5900-500	\$213,870	\$109,010	109,010	\$322,880	June 30, 2020
Rincon/2019-063	322-5-9112-706	\$180,000	\$90,000	\$0	\$270,000	June 30, 2020
Kimley-Horn/2017-131	206-5-9088-706 205-5-9088-706	\$73,400	NA	NA	\$73,400	Dec 31, 2020

Vendor/ Agmt #	GL Account	Existing Contract Amount	Additional Compensation	Requested Appropriations	Revised Contract Amount	Term Extension
Kimley- Horn/2018-126	317-5-9089-706 205-5-9089-706 And various	\$218,401	\$20,000	\$0	\$238,401	Jun 30, 2022
Stantec/2016- 117	101-5-5200-500	\$400,000	\$375,000 (FYs 19/20, 20/21 & 21/22)	\$0	\$775,000	NA
Stantec/NEW	101-5-5200-500	NA	\$45,000	\$0	\$45,000	Dec 31, 2020
Hamner Jewell/2017- 037	101-5-5500-500	\$80,000	\$25,000	\$0	\$105,000	NA

The table above summarized the recommendations discussed above. The table shows that there are no new General Fund appropriations requested. There are appropriations requested from the Solid Waste fund. Sufficient funds are available in the Solid Waste fund for this appropriation.

ALTERNATIVES:


The City Council may elect not to authorize one or more of 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 management and delivery of Public Works services for provided by the Engineering Division, Open Space Division, and Solid Waste and Storm Water Division.

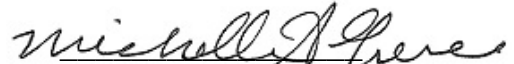
Reviewed By:

Legal Review By:

Approved By:


Kristine Schmidt
Assistant City Manager


Michael Jenkins
City Attorney


Michelle Greene
City Manager

ATTACHMENTS:

1. Amendment No. 2 for Solid Waste Solutions Agreement No. 2019-017 for Professional Services
2. Amendment No. 1 for MNS Engineering Agreement No. 2018-079 for Professional Services
3. Amendment No. 2 for Dudek Agreement No. 2019-013 for Professional Services
4. Amendment No. 1 for Rincon Consultants Agreement No. 2019-063 for Professional Services
5. Amendment No. 2 for Kimley-Horn Agreement No. 2017-131 for Professional Services
6. Amendment No. 1 for Kimley-Horn Agreement No. 2018-126 for Professional Services
7. Amendment No. 4 for Stantec Agreement No. 2016-117 for Professional Services
8. New Agreement for Stantec Agreement for Professional Services for Flood Management Plan
9. Amendment No. 3 for Beacon Integrated Professional Resources, Inc. dba Hamner, Jewell & Associates Agreement No. 2017-037 for Professional Services
10. Solid Waste Solutions Agreement No. 2019-017 and Amendment 1 (available online only)
11. MNS Engineering Agreement No. 2018-079 (available online only)
12. Dudek Agreement No. 2019-013 and Amendment 1 (available online only)
13. Rincon Consultants Agreement No. 2019-063 (available online only)
14. Kimley-Horn Agreement No. 2017-131 and Amendment 1 (available online only)
15. Kimley-Horn Agreement No. 2018-126 (available online only)
16. Stantec Agreement No. 2016-117 and Amendments 1 to 3 (available online only)
17. Beacon Integrated Professional Resources, Inc. dba Hamner, Jewell & Associates Agreement No. 2017-037 and Amendments 1 to 2 (available online only)

ATTACHMENT 1

Amendment No. 2 for Solid Waste Solutions Agreement No. 2019-017 for Professional Services

**AMENDMENT NO. 2
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
SOLID WASTE SOLUTIONS**

This **Amendment No. 2** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **SOLID WASTE SOLUTIONS, INC.** ("Consultant") dated February 21, 2019 ("Agreement," Agreement No. 2019-017) is made this 17th day of December, 2019.

RECITALS

WHEREAS, this Agreement is for on-call solid waste project management services to support the Public Works Department in conjunction with the Solid Waste and Environmental Services Program; and

WHEREAS, the Agreement was amended on May 7, 2019 with a maximum compensation of \$119,900 and a termination date of December 31, 2019 ("Amendment No.1"); and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed one hundred and nineteen thousand and nine hundred dollars (\$119,900); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of ninety thousand dollars (\$90,000) for continued Solid Waste and Environmental Services Program support for on-call solid waste project management services; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on December 31, 2019; and

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

WHEREAS, the City Council approved this Amendment No. 2, on this 17th day of December, 2019.

AMENDED TERMS

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

1. **Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$90,000 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 \$209,900 (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 that exhibit shall be binding upon CONSULTANT until June 30, 2020, 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.

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

The term of this Agreement is from the date first written above to June 30, 2020, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

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

CONSULTANT

Michelle Greene, City Manager

Kimberly C. Nilsson, President

ATTEST:

Deborah Lopez, City Clerk

Lars J. Nilsson, Vice President

APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

ATTACHMENT 2

Amendment No. 1 for MNS Engineering Agreement No. 2018-078 for Professional Services

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

This **Amendment No. 1** to a PROFESSIONAL SERVICES AGREEMENT SERVICES by and between the **City of Goleta**, a municipal corporation ("City") and **MNS Engineers, Inc.**, a California Corporation dated August 21, 2018, ("Agreement," Agreement No. 2018-079) is made this 17th day of December, 2019.

RECITALS

WHEREAS, the CITY has a need for professional services for the Public Works Engineering Division Land Development Review Services Project; and

WHEREAS, on August 21, 2018, the parties entered into an agreement for a total not-to-exceed amount of \$300,000 and a termination date of June 30, 2020; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed three hundred thousand dollars (\$300,000) and a termination date of June 30, 2020; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of two hundred fifty thousand five hundred and sixty dollar (\$250,560) for Fiscal Year 2019/20 and by an additional two hundred fifty thousand five hundred and sixty dollar (\$250,560) for Fiscal Year 2020/21, a total increase amount of \$501,120, for a total contract not-to-exceed amount of \$801,120 for continued tasks in conjunction with the Land Development Review Services; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 30, 2020; and

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

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

WHEREAS, the parties desire to amend Exhibit A of the Agreement by adding additional services for permit review and approval, Pavement Management Program, Inspection Services, and Development Review, as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and

WHEREAS, the City Council approved this Amendment No. 1, on this 17th day of December, 2019.

AMENDED TERMS

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

- 1. Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$250,560 for Fiscal Year 2019/20 and by an additional \$250,560 for Fiscal Year 2020/21, a total increase amount of \$501,120 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 \$801,120 (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, 2021, 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.

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

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

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

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

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

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

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

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

James A. Salvito, President

ATTEST:

Deborah Lopez, City Clerk

Greg Chelini, Vice President

APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

EXHIBIT A-1 SCOPE OF WORK

Task 1- Project Understanding

The Consultant shall provide Land Development Review Services to the City of Goleta. Consultant shall work with the Public Works Director and Public Works staff to help change the perspective of the Engineering Division regarding Land Development Review Services. Under the directive of this project, Consultant shall manage future large Land Development projects to allow Public Works to focus on directing and managing the Engineering Division.

The Public Works Director is the Floodplain Administrator. The Floodplain Administrator and the Building Official shall enter into a memo of understanding concerning the administration and enforcement of this agreement.

The Planning and Environmental Services issues and administers Grading and Land Use Permits. Consultant shall attend two weekly meetings:

- Public Works/Planning & Environmental Review (PW & PER) weekly meeting on an as-needed basis.
- Staff Engineering Division weekly meeting, on an as-needed basis.

Consultant and Public Works staff shall jointly prepare a presentation for the City Public Works Director that will show current internal and external processes and potential improvements to the process, which will show the Land Development Review submittal process for the Engineering Division.

Task 2 - Project Assumptions

Land Development Review Tasks:

- Review land development projects (land use permit projects). Provide application completeness comments, conditions of approval and attend Public Works staff meetings for coordination.
- Coordinate with the Planning Department and Environmental Review.
- Review Engineering Permit Applications for the Public Works Department. Verify completeness and adherence to Public Works requirements.
- Provide plan check services.
 - o Storm drain, sewer and water system design
 - o Roadway and pavement structure design
 - o Sewer and water system deficiency modelling
- Inspect /Observe work conducted under the Engineering Permits, if requested.

Deliverables:

Consultant shall provide a monthly status report on Land Development Projects which include date, description, hours and personnel. Consultant shall assist staff as well in preparing a Process Binder for the City Public Works Director.

3. Engineering Division Lead

The Public Works Department of the City of Goleta is divided into six divisions; Administration, Capital Improvement Projects (CIP), Engineering, Solid Waste, Maintenance and Parks and Open Space. The Principal Civil Engineer

serves as the lead for the Engineering Division overseeing the following major activities:

- Permits Review and Approval
- Pavement Management Program
- Inspection Services
- Development Review
- Traffic

4. Permits Review and Approval

The Principal Civil Engineer is responsible for the review and approval of road encroachment permits, transportation permits and hauling permits. Responsibilities include accurate and timely review and approvals and efficient resolution of incomplete applications.

5. Pavement Management

The Principal Civil Engineer is responsible for managing the City's pavement maintenance. This effort includes updates to the City's Pavement Management Program and Five-Year Maintenance Plan, development and implementation of an annual Pavement Maintenance Project and development of an Annual Miscellaneous Concrete Repair Project. In addition, the Principal Civil Engineer is responsible for management and oversight of all consultants involved in the aforementioned activities.

6. Inspection Services

The Principal Civil Engineer oversees City inspection activities performed by the Engineering Division. A City Inspector reports directly to the Principal Engineer and is responsible for most inspection tasks. Specific inspection tasks include:

- Improvements within the public right of way
- Some improvements on private property such as:
 - o Grading,
 - o Storm drain and water quality systems, and
 - o Parking lot improvements

7. Development Review

The Principal Civil Engineer is responsible for the review of all development proposals submitted to the City. The Principal Civil Engineer is required to review development proposals in an expeditious and efficient manner and to carefully document and track all

communication of review comments. The Principal Civil Engineer is responsible for the management and oversight of all consultants assisting in development review. The Project Engineer is responsible for reviewing private development construction plans and associated studies such as street/roadway improvements, grading and drainage plans, storm drains, hydrology/hydraulic reports, stormwater compliance, C.3/C.6 plan review, temporary and permanent best management practices (BMPs), Stormwater Pollution and inspect/observe work conducted under Engineering Permits (as requested).

8. Traffic, Streets and Safety

The Principal Civil Engineer is responsible for the City's Traffic Model and all traffic related questions and reviews. The City's Traffic Engineer reports directly to the Principal Civil Engineer. Principal Civil Engineer oversees any consultant efforts related to the update of the City's Traffic Model. The Principal Civil Engineer is also responsible for all traffic safety related issues, signal warrants, speed surveys and red curbing.

9. Floodplain Manager

The City of Goleta Public Works Director is the Floodplain Manager for the City. In support of this position, the Principal Civil Engineer is responsible to address all public questions regarding flood plains and support the Public Works Director regarding FEMA Flood Map issues and updates.

ATTACHMENT 3

Amendment No. 2 for Dudek Agreement No. 2019-013 for Professional Services

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

This **Amendment No. 2** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **DUDEK**, a California Corporation ("Consultant") dated January 31, 2019 ("Agreement," Agreement No. 2019-013) is made this 17th day of December, 2019.

RECITALS

WHEREAS, this Agreement is for the in-office support of the Phase II Small General Municipal Separate Storm Systems (MS4) Permit compliance Program in conjunction with the MS4 Permit Compliance Program Support project; and

WHEREAS, the Agreement was amended on May 7, 2019 with a maximum compensation of \$213,870 and a termination date of December 31, 2019 ("Amendment No.1"); and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed two hundred and thirteen thousand, eight hundred and seventy dollars (\$213,870); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of one hundred nine thousand and ten dollars (\$109,010) for on-going program support and administration for MS4 Permit Compliance; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on December 31, 2019; and

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

WHEREAS, the City Council approved this Amendment No. 2, on this 17th day of December, 2019.

AMENDED TERMS

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

1. **Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$109,010 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 \$322,880 (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, 2020, 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.

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

The term of this Agreement is from the date first written above to June 30, 2020, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

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

CONSULTANT

Michelle Greene, City Manager

Frank Dudek, PE Chairman of the Board/CEO

ATTEST:

Deborah Lopez, City Clerk

Emily Hart, Assistant Secretary

APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

ATTACHMENT 4

Amendment No. 1 for Rincon Consultants Agreement No. 2019-063 for Professional Services

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

This **Amendment No. 1** to a PROFESSIONAL DESIGN SERVICES AGREEMENT by and between the **CITY OF GOLETA**, a municipal corporation ("CITY") and **RINCON CONSULTANTS, INC.**, a California corporation ("CONSULTANT") dated July 16, 2019 ("AGREEMENT," Agreement No. 2019-063 is made this 17th day of December, 2019.

RECITALS

WHEREAS, this AGREEMENT is for as-needed Citywide Open Space Management services in conjunction with the Parks and Open Space Management Plan; and

WHEREAS, the AGREEMENT between CITY and CONSULTANT currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed one hundred eighty thousand dollars (\$180,000); and

WHEREAS, the parties desire to amend the AGREEMENT so as to provide for additional compensation in the amount of ninety thousand dollars (\$90,000) for continued open space management services; and

WHEREAS, the AGREEMENT between CITY and CONSULTANT currently provides in Section 6 for the termination of the AGREEMENT on December 31, 2019; and

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

WHEREAS, the AGREEMENT 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 of the AGREEMENT to identify a new rate sheet from the current rate sheet; and

WHEREAS, the City Council approved this Amendment No. 1, on this 17th day of December, 2019.

AMENDED TERMS

Now therefore CITY and CONSULTANT agree as follows that the AGREEMENT be, and hereby is, amended as follows:

City of Goleta
Amendment No. 1 to Agreement No. 2019-063
Page 1 of 5

1. **Section 3. COMPENSATION AND PAYMENT** of the AGREEMENT is amended to add an additional authorized amount of \$90,000 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 \$270,000 (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 Exhibit "B-1," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2020, 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.

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

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

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

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

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

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

CITY OF GOLETA

CONSULTANT


Michelle Greene, City Manager



Steven Hongola
Vice President

ATTEST:

Deborah Lopez, City Clerk



Laci Davis
Chief Financial Officer

APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

Exhibit B-1 Schedule of Fees

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical & Support Personnel*	Hourly Rate
Principal II	\$240
Director II	\$240
Principal I	\$220
Director I	\$220
Senior Supervisor II	\$205
Supervisor I	\$195
Senior Professional II	\$175
Senior Professional I	\$160
Professional IV	\$145
Professional III	\$130
Professional II	\$115
Professional I	\$105
Associate III	\$95
Associate II	\$90
Associate I	\$82
Project Assistant	\$75
Senior GIS Specialist	\$140
GIS/CADD Specialist II	\$125
GIS/CADD Specialist I	\$112
Technical Editor	\$112
Production Specialist	\$88
Clerical	\$75

*Professional classifications include: environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$350.

Direct Costs	Rate
Photocopies – Black and White	\$0.20 (single sided) & \$0.36 (double sided)
Photocopies – Color	\$1.50 (single sided) & \$3.20 (double sided)
Photocopies – 11 x 17	\$0.80 (B & W) & \$3.20 (color)
Oversized Maps	\$8.00/square foot
Reproduction: CDs and USB Flash Drive	\$10 / disc and \$15/flash drive

Equipment	Day Rate
Environmental Site Assessment	
Brass Sample Sleeves, Bailers, Disposable Bailers	\$25
Water Level Indicator, DC Purge Pump	\$40
Hand Auger Sampler	\$55
Oil-Water Interface Probe	\$85
Four Gas Monitor or Photo-Ionization Detector	\$120
Soil Vapor Extraction Monitoring Equipment	\$140
Flame Ionization Detector	\$200
Natural Resources Field Equipment	
Trimble GPS (sub-meter accuracy)	\$190
UAS Drone	\$250
Pettersson Bat Ultrasound Detector/Recording Equipment	\$150
Spotting or Fiberoptic Scope	\$150
Amphibian/Vernal Pool Field Package: (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net, field microscope)	\$150
Remote Field Package, (digital camera, GPS, thermometer, binoculars, tablet and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$125
Sound Level Metering Field Package: anemometer, tripod and digital camera.	\$100
Standard Field Package (digital camera, GPS, thermometer, binoculars, tablet, safety equipment, and botanic collecting equipment)	\$95
Fisheries Equipment Package: (waders, wetsuits, dip nets, seine nets, bubblers, buckets)	\$50
Water Quality Equipment (DO, pH, Turbidity, refractometer, temperature)	\$55
Large Block Nets	\$100
Minnow trap	\$85
Infrared Sensor Digital Camera or Computer Field Equipment	\$50
Scent Station	\$20
Laser Rangefinder/Altitude	\$10
Net, Hand/Large Seine	\$10/\$50
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$8
Mammal Trap, Large/Small	\$1.50/\$.50
Water & Marine Resources Equipment	
Refractometer (salinity) or Turbidity Meter	\$35
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$150
Boat (20 ft. Boston Whaler or Similar)	\$300
Boat (26 ft. Radon or Similar)	\$550
Side Scan or Single Beam Sonar	\$700
Underwater & Marine Sampling Gear Includes: U/W Photo/Video Camera, SCUBA Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	\$50/diver
Marine Field Package: (Personal Flotation Devices (PFDs), 100 ft. Reel Tapes w/ Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, various Field Guides)	\$50
Insurance, Hazard & Safety Fees	
L & H Dive Insurance	\$50/diver
Hazard Premium (In or Underwater ONLY per/hour)	\$1.25 X hourly
Level C Health and Safety	\$60 person

ATTACHMENT 5

Amendment No. 2 for Kimley-Horn Agreement No. 2017-131 for Professional Services

**AMENDMENT NO. 2
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

This **Amendment No. 2** to a PROFESSIONAL DESIGN SERVICES AGREEMENT by and between the **CITY OF GOLETA**, a municipal corporation ("City") and **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina Corporation ("Consultant") dated December 19, 2017, ("Agreement," Agreement No. 2017-131) is made this 17th day of December, 2019.

RECITALS

WHEREAS, this Agreement is for the professional engineering services in conjunction with the Rectangular Rapid Flashing Beacons (RRFB) Improvements at School Crossing Project and contains a not-to-exceed amount of \$60,500; and

WHEREAS, on June 18, 2019, the Agreement was amended so as to increase the total compensation amount for a new not to exceed amount of \$73,400 and to update the hourly rates set forth in the Schedule of Fees marked Exhibit B-1 (Amendment No. 1);

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on December 31, 2019; and

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

WHEREAS, the City Council approved this Amendment No. 2, on this 17th day of December, 2019.

AMENDED TERMS

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

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

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

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

Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

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

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

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Jean Fares, Sr. Vice President

ATTEST:

Deborah Lopez, City Clerk

Sri Chakravarthy, Associate

APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

ATTACHMENT 6

Amendment No. 1 for Kimley-Horn Agreement No. 2018-126 for Professional Services

**AMENDMENT NO. 1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

This **Amendment No. 1** to a PROFESSIONAL DESIGN SERVICES by and between the **City of Goleta**, a municipal corporation ("City") **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina Corporation ("Consultant") dated December 4, 2018 ("Agreement," Agreement No. 2018-126) is made this 17th day of December 2019.

RECITALS

WHEREAS, this Agreement is for the professional engineering services in conjunction with the Goleta Traffic Safety Study (GTSS) Project and contains a not-to-exceed amount of \$218,401; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of twenty thousand dollars (\$20,000) for additional tasks for traffic count data for various Capital Improvement Program Projects; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 30, 2020; 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 "Scope of Work" the complete and particular description of services as set forth for Consultant; and

WHEREAS, the parties desire to amend Exhibit A of the Agreement by adding additional services (including incorporating the Local Road Safety Plan (LRSP) elements into the final document and collecting additional traffic count turning volumes as more as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and

WHEREAS, the City Council approved this Amendment No. 1, on this 17th day of December, 2019.

AMENDED TERMS

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

1. **Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$20,000 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 \$238,401 (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, 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

(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

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

The term of this Agreement is from the date first written above to June 30, 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 “Scope of Work” with **Exhibit A-1 “Scope of Work”** attached hereto and incorporated herein.

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

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

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Jean Fares, Sr. Vice President

ATTEST:

Deborah Lopez, City Clerk

Sri Chakravarthy, Associate

APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

Exhibit A-1 Scope of Work

Task 1: Project Management

Consultant shall provide the following services for commencement and administration of the project.

Project Kick-Off Meeting

Consultant shall develop an agenda and materials for a kick-off meeting with City staff to discuss the goals of the project, the role of the Consultant and stakeholders, communication protocol, meeting frequency, progress reporting, scheduling and invoicing, key milestones, and what defines success for this project. A summary of the meeting shall be provided with key action items identified.

Budget & Schedule & Quality Control Plan

Consultant shall manage the project budget and schedule. Consultant shall update the project schedule monthly and coordinate the key action items developed from project team meetings.

Consultant shall develop monthly invoices and progress reports for payment and monitoring of the project schedule and budget. The monthly progress report shall include an updated project schedule that identifies potential issues within the monthly progress report.

Consultant shall plan for and provide Quality Control/Quality Assurance (QC/QA), which consists of documenting the monthly progress report, our process whereby deliverables are checked prior to formal submission, and tracking and filing project-related correspondence and memorandum. The QC/QA Manager shall also monitor and review project activities and deliverable schedules.

Project Team Meetings

Monthly Project Team (PT) status meetings shall occur via telephone, using the Consultant's conference call phone number, to maintain a regular and consistent communication on upcoming tasks, identifying potential risks and challenges to success. Participation in the monthly meetings is anticipated to include the City Project Manager, the Consultant's team Project Manager, and Task Leads as needed. In addition, Consultant shall budget up to six (6) face to face meetings with the PT team to help support the project.

The Consultant shall develop the agenda and prepare a summary of monthly meeting notes. The meeting notes shall not exceed two pages, and shall include a defined list of decisions, actions, and responsible party. The anticipated duration of this project is assumed to be 6 months.

Deliverables:

- **Kick-off Meeting Attendance and Notes**
- **Budget and Schedule, Invoices, Progress Reports (6 Invoices)**
- **Monthly PM Status Meeting and Meeting Notes (6 Meetings)**
- **QA/QC documentation**

Task 2: Document Review:

Consultant shall review the following local City planning efforts:

- Goleta General Plan / Coastal Land Use Plan, Transportation Element, September 2006
- Goleta Bicycle / Pedestrian Master Plan (2018)
- Goleta Complete Streets Policy
- Goleta Non-Motorized Transportation Plan
- California Systemic Safety Analysis Report Program Guidelines
- California Strategic Highway Safety Plan (SHSP)
- Caltrans Complete Streets Implementation Action Plan 2.0
- Caltrans Complete Intersections
- Caltrans Local Roadway Safety Manual
- Caltrans Local Assistance Procedures Manual (LAPM) with current amendments
- Caltrans Local Assistance Procedures (LPP), with current amendments
- Caltrans Standard Plans, current edition
- U.S. Department of Transportation Systemic Safety Project Selection Tool
- Traffic studies impacting study corridors within the last 10 years (supplied by City)

Consultant shall review City staff's existing knowledge by focusing on identifying collision hot spots and recommendations. Consultant shall also review relevant documents to identify key goals and mandates needed for achieving improved safety and accommodation for people walking and biking. The Consultant shall incorporate information and strategies from the following relevant national and statewide documents:

- US DOT Strategic Agenda for Pedestrian and Bicycle Transportation
- California Transportation Plan 2040
- Caltrans Strategic Management Plan 2015-2020
- Caltrans Smart Mobility Framework
- Caltrans State Bicycle & Pedestrian Plan
- Southern California Association of Governments Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS)
- HSIP and SSARP Program Guidelines
- Caltrans Deputy Directive 64-R2
- Caltrans Smart Mobility Framework Implementation Pilot Study (March 2015)
- Caltrans Complete Intersections (2010)
- Caltrans Complete Streets Implementation Action Plan 2.0
- Local Roadway Safety Manual (LRSM)
- Alternative Treatments for At-Grade Pedestrian Crossings (ITE)
- Bicycle Safety-Related Research Synthesis (FHWA)
- BIKESAFE: Bicycle Safety Guide and Countermeasure Selection System
- Countermeasures That Work (NHTSA)
- Design and Safety of Pedestrian Facilities (ITE)
- NACTO Urban Street Design Guide
- Guide for the Development of Bicycle Facilities (American Association of State Highway and Transportation Officials)
- How to develop a Pedestrian Safety Action Plan (FHWA and Pedestrian & Bicycle Information Center (PBIC))
- Improving Conditions for Bicycling and Walking (US Department of Transportation (USDOT))

City of Goleta

Amendment No. 1 to Agreement No. 2018-126

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Project Goals & Objectives

The Consultant shall develop project goals and objectives considering the Caltrans SSARP Guidelines (February 2016), which recognize that this SSAR is for the City to apply an effective approach for addressing safety issues and to identify safety projects to submit for HSIP funding consideration. The team shall also consider national Toward Zero Deaths Initiative, the California SHSP and other national, state, and regional goals for safety, sustainability, mobility and accessibility, and equity.

The draft goals and objectives shall be discussed with City staff. Based on input received on the draft project goals and objectives, the Consultant shall prepare the final project goals and objectives. Consultant shall prepare a technical memorandum summarizing the results of the plan and policy review, as well as the development of the project goals and objectives.

Deliverables:

- **Summary of documents including traffic studies and City policies that impact traffic safety as a matrix**
- **Draft and Final Plan & Policy Review Technical Memorandum**
- **Draft and Final Project Goals & Objectives Technical Memorandum**

Task 3: Data Collection

The Consultant shall conduct a field review to gain an understanding of the City's roadway network and to collect roadway classification, types of users, travel patterns, roadway width, speed, traffic volumes, curves, and traffic control types. Review of digital imagery such as aerial photography and/or "street view" may be used to supplement but not replace field review. Consultant shall utilize this information to determine priorities and identify where countermeasures can be applied appropriately.

Utilizing the services of Crossroads, Consultant shall collect readily available collision data on the study corridors for all crash types including vehicle, bicycle, and pedestrian involved. The most recent set of five-year collision data shall be used for trend analysis for development of the SSARP.

Average daily traffic volumes shall be collected from existing data sources provided by the City including recent traffic studies. The Consultant shall compile traffic counts into a GIS database and shall associate roadway links with their historical traffic volumes. The City of Goleta Travel Demand Model shall be used to assign volume assumptions to roadways that have no recent count information. Smaller roadways shall be assigned a default volume assumption according to their functional classification and nearby counts.

Additional counts shall be conducted in coordination with City staff to fill in any critical missing roadways up to the proposed count budget.

Average Daily Traffic (ADT) count locations include:

Roadway	Between	
Cathedral Oaks Rd	Brandon Dr	Evergreen Dr
Cathedral Oaks Rd	Glen Annie Rd	Los Carneros Rd
Glen Annie Rd	Cathedral Oaks Rd	Calle Real
Cathedral Oaks Rd	Santa Marguerita Dr	Fairview Ave
Fairview Ave	Stow Canyon Rd	Berkeley Rd
Calle Real	Encina Ln	Kingston Ave
Hollister Ave	Rutherford St	Kellogg Wy/Kinman Ave
Fairview Ave	US-101 SB	Hollister Ave
Hollister Ave	Cortona Dr	Coromar Dr
Los Carneros Rd	Cremona Dr	Raytheon Dr
Calle Real	Los Carneros Rd	La Patera Ln
Calle Real	San Rossano Dr	Ellwood Station Rd
Hollister Ave	Santa Barbara Shores Dr	Palo Alto Dr
Storke Rd	Phelps Rd	Whittier Dr

Turning movement, bicycle, and pedestrian counts include:

Street	Cross-Street
Calle Real	US-101 SB
Cathedral Oaks Rd	Glen Annie Rd
Calle Real	Kellogg Ave
Los Carneros Rd	US-101 NB
Los Carneros Rd	US-101 SB
Hollister Ave	Patterson Ave
Hollister Ave	Cathedral Oaks Rd
Cathedral Oaks Rd	Calle Real
Cathedral Oaks Rd	Winchester Canyon Rd
Storke Rd	Santa Felicia Dr
Los Carneros Rd	Calle Real
Los Carneros Rd	Cathedral Oaks Rd
Cathedral Oaks Rd	Fairview Ave
Fairview Ave	US-101 SB
Calle Real	Glen Annie Rd/US-101 NB
Los Carneros Rd	Hollister Ave
Patterson Ave	US-101 SB
Patterson Ave	US-101 NB
Los Carneros	Calle Koral
Patterson Ave	Overpass Rd

Deliverables:

- Summary of Data Collection
- Summary of ADT data in GIS and tabular format

Task 4: Collision and Roadway Data Analysis

Subconsultant shall implement a data-driven approach to analyze crash patterns and trends in the City using the SWITRS dataset. Since SWITRS requires at least a year to process the latest data submitted by law enforcement, Crossroads shall construct a dataset using the 2017 data reported by the Police Department. Crossroads shall prepare descriptive statistics providing cross-tabulations on the number of collisions with a focus on injury (severe and non-severe) and fatality totals. Crossroads shall also study correlations between collisions with other environmental variables captured in the SWITRS reports such as the time of day, weather, roadway conditions, and behavioral factors. This data shall be included in a point-based Shapefile (GIS), which shall be used to create a map displaying the location of each collision. The historical data shall be used to derive collision risk factors for the entire network.

Crossroads shall extract a subset of the data to supplement the SWITRS data analysis with actual police department reports if available from City or police department sources. The reports shall be used in field audits of the collision scene to help the analysis further understand how the data is compiled and highlight any possible details that could be lost, as the records across the state are standardized into the SWITRS dataset format. Crossroads assume a review of up to 5 collision records from local police departments that reference the unique Case ID value in the SWITRS dataset.

Roadway Analysis

Once the collision locations in the SWITRS dataset has been mapped in GIS, Consultant shall explore how the collisions are related spatially with respect to the roadway characteristics and data attributes such as traffic volume and intersection control. Additionally, Consultant shall add other GIS layers to study spatial relationships between collisions at bikeway facilities, transit routes and facilities, sidewalk conditions and pedestrian activity centers such as schools and public institutions.

Once Consultant shall create a point-based shapefile (GIS) of each collision location from the SWITRS dataset, Consultant shall use a spatial join in GIS to intersect the locations with the network. The intersection between the two layers shall allow us to classify each collision by network attributes such as the classification, number of lanes and Average Annual Daily Traffic (AADT). Using the network and a local roadway shapefile, Consultant shall create a system of nodes to classify intersection by type (signalized or unsignalized and by size – small, medium, or large). Where collision locations are not located at a node, Consultant shall focus on collisions at mid-block locations and cross check the SWITRS dataset to understand the nature and potential causes of crashes. Consultant shall conduct a city-wide network screening process to establish critical crash rate thresholds that are typical within the city and to highlight intersections and roadway segments where crash activity is either higher than expected for the facility type and traffic volume or where the types of crashes have an unusual pattern that might help to identify a clear causal factor.

Consultant shall maintain geometric information for the roadways (length, posted speed, travel lanes, etc.) using the network shapefile. With the aid of publicly available or City provided aerial photography, Consultant shall observe and verify on the ground conditions. The roadway characteristics coded in the network shall be used in the spatial analysis to help identify risk factors for collisions. Additionally, Consultant shall overlay the collision locations with other spatial layers to better understand how collisions are related to other transportation network facilities, as well as land use and demographic datasets.

Issues Identification

Consultant shall identify collision risk factors at a systemic level based on the data analysis and methods in the above tasks. Focusing on locations with the clearest patterns shall likely lead the team to a set of countermeasures that can be implemented at other locations throughout the City where similar roadway characteristics exist, regardless of collision history. Consultant shall synthesize the data into collision rates that indicate whether the incidence of collision types and severity have a correlation with:

- Roadway characteristics such as the intersection type, pavement conditions, and geometrics
- Temporal characteristics such as the day of week, time of day, and seasonality
- Behavioral characteristics such as forms of impairment, distraction, traffic violation factors, vehicular operations, and pedestrian movements
- Proximity to transit, active transportation facilities and activity centers
- Socioeconomic indicators stratified by population levels, income, age, and access to an automobile

Consultant shall use data visualizations to convey technical findings to a wide variety of audiences. Due to the spatial nature of collision analysis, Consultant shall leverage GIS effectively to help both technical and non-technical staff to understand important trends and patterns that could be driving collision rates. Consultant shall develop infographics and summary charts and tables that allow users to quickly drill-down into the data.

Based on the crash data and roadway analysis, Consultant shall develop a risk factor analysis that ranks locations for the potential for crashes with factors in addition to crashes. The risk factor analysis is a critical component to proactively identify sites for improvement as part of a systemic approach. The risk factor analysis shall be statistically validated by the crash data and roadway analysis input and presented to the PDT for review and acceptance.

The risk factor analysis shall be used to identify key safety issues that need to be addressed by displaying the disaggregated data for technical staff, public officials, and the public.

Deliverables:

- **Traffic Count Data Collection Sheets**
- **Collision Data Summary Tables**
- **Draft and Final Crash Analysis and GIS Crash Data Layer (raw & post-processed)**
- **Draft and Final Roadway Analysis**
- **Draft and Final Issues Identification**

Task 5: Countermeasure Selection

A toolbox of countermeasures aimed at protecting pedestrians shall be developed along with a decision tree to match pedestrian crash types and roadway characteristics with a shortlist of the most likely countermeasures for a given local or systematic issue. The toolbox shall also provide planning level cost assumptions for the countermeasures along with their most up-to-date crash modification factors to simplify the process of determining which measure would be the most cost-effective.

The countermeasure evaluation process shall be applied to the locations visited in Task 6 to identify the project alternatives that would provide the greatest safety benefit.

Infrastructure Recommendations

Based on the common geometric, operational, or other trends identified from the crash analysis, countermeasures shall be identified for potential implementation with nationally documented CMFs. Lower cost improvements addressing documented safety needs shall be prioritized to align with goals for high benefit/cost (B/C) ratios. Additionally, a summary matrix shall consider additional criteria for potential use such as ease of implementation, cost, and potential community impacts.

The Caltrans LRSM and FHWA CMF Clearinghouse website shall be used to identify the most appropriate countermeasures to mitigate specific crash types. A preliminary list of potential countermeasures shall be developed based on the Caltrans LRSM to address active transportation safety issues.

Where the Caltrans LRSM nor FHWA CMF Clearinghouse do not include countermeasures applicable to address countermeasures for Santa Barbara County-specific trends, the Consultant shall supplement the list with additional infrastructure solutions. Where additional countermeasures are identified, a CMF shall be approximated based on comparison to other countermeasures and our engineering judgement. The study shall note if additional countermeasures are identified but are not eligible in Caltrans' local HSIP calls for projects.

After the countermeasures are selected for specific issues, the process shall be defined on how agencies shall use a Project Selection Decision Tree for the highest scoring locations in the risk factor analysis. The Project Selection Decision Tree shall be developed to define the procedure for agencies to select projects.

Non-Infrastructure Recommendations

Using the data analysis from previous tasks and our experience with national best practices and knowledge of local non-infrastructure counter measures, Consultant shall identify a list of non-infrastructure counter measures for the City that shall include strategies for reducing crashes through education, enforcement and/or emergency response. A technical memorandum shall be provided that summarizes the background information, specific counter measures, implementation strategies and anticipated effectiveness of the non-infrastructure recommendations.

Prioritization Process

The Consultant shall work with the City to develop a prioritization process. The prioritization process shall create separate categories for different funding sources and/or facility types, different timeframes (short, medium or long term) and use anticipated crash reduction, benefit/cost or other similar factors. After receiving initial direction from the City on the prioritization process, Consultant shall develop a technical memorandum summarizing the proposed prioritization process. The prioritization process shall be revised to incorporate City comments prior to creating the preliminary prioritized list. The memorandum shall be updated to include the prioritization process and the prioritized list of projects.

Within the prioritization, the Consultant shall prepare a unit cost estimate for application of each of the countermeasures including estimated project development, administration, environmental, right-of-way, and construction costs. The Consultant shall utilize the Template for Detailed Engineer's Estimate and Cost Breakdown by Countermeasure included on the HSIP application website.

Deliverables:

- **Countermeasures toolbox (spreadsheet based)**
- **Technical memorandum: Countermeasure Selection Users Guide**
- **Draft and Final Project Prioritization Summary Memorandum**

Task 6: Develop Safety Projects

Consultant shall conduct a benefit/cost analysis for project alternatives to generate a list of project recommendations. The number of project recommendations shall be dependent on the crash patterns and location selected for project template development. The benefits shall be associated with the cost to society of crashes that would be prevented by the project, while the cost would be a planning level estimate of the construction and maintenance for the project over a 20-year life span. This benefit/cost approach is designed to support future grant applications for HSIP and SB 1 funding as well as other competitive programs. The Benefit-Cost analysis shall be compatible with CalB/C to aid future work on grant applications.

Template Project Sheets

As the SSAR is a systemic study, template project sheets shall be developed at up to ten representative locations to provide benefit, costs, and B/C ratios to better support future agency grant applications under the HSIP program. Consultant shall work with City staff and the PDT to develop five example locations before developing the template project sheets. Additionally, the Consultant shall provide examples of prioritization criteria.

The Consultant shall work with the PDT to identify opportunities for project specific implementation, develop an action plan, and provide guidance for securing funding to address recommendations and achieve the goals and objectives identified for the SSAR.

Deliverables:

- **Technical memorandum: Benefit / Cost Analysis and Recommended Project List**
- **Draft and Final Ten Template Project Sheets**

Task 7: Stakeholder and Public Involvement

City Council Meetings

Four meetings shall occur with the City Council including:

- #1 – Consultant contracting
- #2 – Draft Systematic Safety Analysis Report
- #3 – Revised Systematic Safety Analysis Report
- #4 – Systematic Safety Analysis Report Adoption

These meetings shall be open to and advertised to the public and shall provide a forum for interested party input.

Public Workshops

Two public workshops shall be held as part of this project. The first workshop shall be held concurrently with the network screening process to collect information from the public on locations and traffic conditions that they feel are unsafe that they would like this study to address. Their input shall be documented and considered as part of the site selection process in Task 6. The second workshop shall occur once the sites have been selected and an initial investigation has been conducted into the crash history and potential crash patterns. The workshop would have two components. The first would be to discuss the high-level project findings, the site selection process, and an overview of what Consultant shall be looking for at the selected sites to determine potential projects to recommend. The second component would be a guided tour of the selected sites with City staff, law enforcement, and interested members of the public. The optimal group size for the field review would be 12 or less. If more people wish to attend, it may be necessary to divide the field visit into two groups.

Task 8: Final SSAR Report

The results of prior tasks shall be incorporated into an administrative draft report for review by the City, then a draft report for review by the PDT. The report shall outline the process for developing the SSAR and the recommendations. The report shall be responsive to and address the City's Vision Zero goals. As required by the grant guidelines, the SSAR shall include an executive summary, engineer's seal and signature, and protection of data from discovery and admissions and in accordance with the Caltrans SSARP Guidelines:

- Executive Summary
- Engineer's Seal
- Introduction
- Statement of Protection of Data from Discovery and Admissions
- Safety Data Utilized (Collision, Volume, Roadway)
- Data Analysis Techniques and Results
- Highest Occurring Collision Types
- High-Risk Corridors and Intersections (Collision History and Roadway Characteristics)
- Countermeasures Identified to Address the Safety Issues
- Viable Project Scopes and Prioritized List of Safety Projects
- Attachments and Supporting Documentation

The Consultant shall revise the draft based on comments compiled and provided by City staff. The final report shall be distributed to the PDT, with a presentation summarizing the report.

Based on the final report, the Consultant shall develop a summary presentation that details the process for developing the SSAR, the recommendations, next steps, and call to action.

The Consultant shall develop a QC/QA checklist specifically for all project deliverables on this project that shall be completed by an internal independent reviewer and included with the draft and final report submittal.

Deliverables:

- **Draft Systematic Safety Analysis Report**
- **Response to comments**
- **Final Systematic Safety Analysis Report**

Task 9: Local Road Safety Plan Additional Work

Incorporate the Local Road Safety Plan (LRSP) into the SSARP document as a separate section. Tasks include:

- Draft LRSP vision,
- Draft LRSP goals,
- Develop list of Safety Partners – Select and Identify partners that will be able to provide advice in acquiring and analyzing data, selecting emphasis areas, developing safety strategies, and implementing the final plan. For example, County Sheriff's Department, local school, County Public Health Department, community groups, local medical professionals, etc.

Emphasis Areas

Up to three emphasis areas will be identified for the City based on historical crash trends. The emphasis areas will target specific crash factors that are over-represented in the City, which could in turn lead to better citywide safety performance if they were addressed. Emphasis areas could target collision types, driver behaviors, enforcement or educational objectives, roadway or intersection characteristics, or other attributes that might contribute to or be indicators of elevated crash activity. Where possible, emphasis areas will be aligned with Caltrans challenge areas to maximize opportunities for participation in state funding programs and initiatives.

The emphasis area report sections will follow the outline below:

Description of Emphasis Area: (What is the problem? Why is this emphasis area strategic?)

- Describe the emphasis area so that an outside reader could understand why emphasis is being placed on this category of incidents.
- Provide a detailed description of exactly what types of incidents the emphasis area covers.
- Provide any additional data that is specific to this subset of crashes.
- If appropriate, develop heat maps to help localize where in the City concentration on the emphasis areas will have the greatest impact.

Goal for Emphasis Area:

- Goals provide a short-term measure that can be accomplished.
- Establish a monitoring plan to assess the effectiveness of implemented countermeasures.

Strategies for Emphasis Area:

- How will the emphasis area be addressed?
- Strategies should be implementable and should address the emphasis area.
- Identify and get commitment from a leader for implementation.
- Develop a funding plan for strategy implementation.

Deliverables:

- **Draft Local Road Safety Plan (LRSP) report section**
- **Response to comments**
- **Final Local Road Safety Plan (LRSP) report section**

Task 10: Traffic Count Additional Locations

Taking advantage of the existing need for traffic volume and roadway intersection counts and the mobilization of the traffic count firm, combine efforts and include additional count locations as required for other Capital Improvement Program (CIP) projects.

Additional count locations include the following intersections:

Street	Cross-Street
Hollister Ave	Storke Rd
Fairview Ave	US-101 NB
Hollister Ave	Fairview Ave
Hollister Ave	SR-217 SB
Hollister Ave	Nectarine Ave/Pine Ave
Fairview Ave	Mandarin Ave
Nectarine Ave	Mandarin Ave
Hollister Ave	Rutherford St
Hollister Ave	SR-217 NB/Ward Dr
Storke Rd	Marketplace Dr
Hollister Ave	Kellogg Ave
Calle Real	Fairview Ave
Hollister Ave	Entrance Rd
Hollister Ave	Cannon Green Dr

Deliverables:

- **Summary of Data Collection**
- **Summary of ADT, AADT, and bicycle and pedestrian count and turning movement data in GIS and tabular format**

ATTACHMENT 7

Amendment No. 4 for Stantec Agreement No. 2016-117 for Professional Services

**AMENDMENT NO. 4
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
STANTEC CONSULTING SERVICES, INC.**

This **Amendment No. 4** 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 17th day of December, 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 was amended on June 18, 2019 so as to provide for additional compensation in the amount of \$75,000/year for Fiscal Year 19/20, \$75,000/year for Fiscal Year 20/21 and \$75,000/year for Fiscal Year 21/22, for a total additional compensation amount of \$225,000 for continued inspection services so that the new not to exceed amount will be \$400,000, and extend the termination date to June 30, 2022 (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 \$400,000; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$125,000/year for Fiscal Year 19/20, \$125,000 for Fiscal Year 20/21, \$125,000 for Fiscal Year 21/22, for a total of \$375,000 for continued inspection services so that the new not-to-exceed amount of \$775,000; and

WHEREAS, the City Council approved and authorized the City Council to execute this Amendment No. 4, on this 17th day of December, 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 \$375,000 (\$125,000/year for Fiscal Year 19/20, \$125,000 for Fiscal Year 20/21, \$125,000 for Fiscal Year 21/22,) 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 \$775,000 (herein "not-to-exceed amount") over the term of the Agreement, the services shall not exceed \$200,000 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. 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

CONSULTANT

Michelle Greene, City Manager

Derek Rapp, T.E. Principal

ATTEST:

Deborah Lopez, City Clerk

Hady Izadpanah, Senior Principal

APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

ATTACHMENT 8

Agreement for Stantec Agreement for Professional Services for Flood Management Plan

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

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") is made and entered into this 17th day of December, 2019 by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **STANTEC CONSULTING SERVICES, INC.**, a California Corporation (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional Floodplain Management services; 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 CITY established the Pre-Authorized Consultants list on December 20, 2016; and

WHEREAS, the CONSULTANT is recommended for award by the Public Works Director following a competitive Request for Proposals from the CITY's pre-authorized qualified consultants list for various professional services ("short list") and was selected based on its qualifications and experience; and

WHEREAS, the City Council approved this AGREEMENT pursuant to Goleta Municipal Code section 3.05.240.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional floodplain management services. These include anticipated flooding events in accordance with the local floodplain ordinances, providing a full range

of services in drainage, flood control, creek restoration, bank protection, and erosion control design.

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 \$45,000 (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, 2020, 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 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 Director of Public Works. 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, 2020, 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. Derek Rapp is deemed to be especially 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.

9. HOLD HARMLESS AND INDEMNITY

(a) **Indemnification and Defense for Professional Service.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by CITY in direct proportion to the CONSULTANT's proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for

purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

(b) For All Other Liabilities. Notwithstanding the foregoing and without diminishing any rights of CITY, for any liability, claim, demand, allegation against CITY arising out of, related to, or pertaining to any act or omission of CONSULTANT, but which is not a design professional service, CONSULTANT shall defend, indemnify, and hold harmless CITY, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the CITY, except for the sole or active negligence of, or willful misconduct of the CITY.

(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 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

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

16. WAIVER; REMEDIES CUMULATIVE

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

17. CONFLICT OF INTEREST

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

or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. NONDISCRIMINATION

CONSULTANT shall not discriminate on the basis of race, color, gender, gender identity/expression, pregnancy, sexual orientation, disability, marital status, or any other characteristic protected under applicable federal or state law.

22. TAXPAYER IDENTIFICATION NUMBER

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

23. NON-APPROPRIATION OF FUNDS

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

24. MODIFICATION OF AGREEMENT

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

25. USE OF THE TERM "CITY"

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

26. PERMITS AND LICENSES

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

27. CAPTIONS

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

28. AUTHORIZATION

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

29. ENTIRE AGREEMENT BETWEEN PARTIES

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

30. PARTIAL INVALIDITY

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

31. NOTICES

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

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

TO CONSULTANT: Attention: Derek Rapp, PE
Stantec
111 E. Victoria St.
Santa Barbara, CA 93101

32. 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.

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

CONSULTANT

Michelle Greene, City Manager

Derek Rapp, Principal

ATTEST

Deborah Lopez, City Clerk

Hady Izadpanah
Senior Principal

APPROVED AS TO FORM



Winnie Cai, Deputy City Attorney

Exhibit A Scope of Work

CONSULTANT shall professional floodplain management services. These include anticipate flooding events in accordance with the local ordinances. As the complexity of project development has increased, so have the requirements for protecting the public from flood hazards. Consultant provides a full range of services in drainage, flood control, creek restoration, bank protection, and erosion control design. Consultant provides knowledge of the local history, relationships, and facilities allows more easily understand potential impacts and acceptable solutions.

Task 1: Interpret FEMA flood mapping and determine how local floodplain ordinances are to be applied to proposed development.

Task 2: Provide base flood elevation determinations for specific locations or developments.

Task 3: Review and/or perform hydrologic, hydraulic and scour analyses, manually and using various computer analysis software packages.

Task 4: Coordinate hydrologic/hydraulic results with City staff/departments to provide timely response to questions and to identify project challenges.

Task 5: Review/conduct floodway revisions with the Federal Emergency Management Agency (FEMA) for City and private parties involving hydrologic/hydraulic modeling using HEC-HMS, HEC-1, TR-20, HEC-RAS, HEC-2, and FLO-2D and other locally and nationally accepted tools.

Task 6: Review design projects involving riverbank protection and restoration, creek channelization and detention design.

Deliverables:

On-Call as needed.

**EXHIBIT B
SCHEDULE OF FEES**



SCHEDULE OF BILLING RATES – 2019

SCHEDULE OF BILLING RATES - 2017															
Billing Level	Hourly Rate	Description													
3	\$102	Junior Level Position <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years' experience													
4	\$107														
5	\$121														
6	\$126	Fully Qualified Professional Position <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years' experience													
7	\$137														
8	\$142														
9	\$152	First Level Supervisor or First Complete Level of Specialization <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine years' experience													
10	\$159														
11	\$160														
12	\$177	Highly Specialized Technical Professional or Supervisor of Groups of Professionals <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short and long range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years' experience with extensive, broad experience													
13	\$185														
14	\$201														
15	\$211	Senior Level Consultant or Management <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years' experience with extensive experience													
16	\$225														
17	\$240														
18	\$292	Senior Level Management under review by Vice President or higher <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Responsible for long range planning within a specific area of practice or region <input type="checkbox"/> Makes decisions which are far reaching and limited only by objectives and policies of the organization <input type="checkbox"/> Plans/approves projects requiring significant human resources or capital investment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, fifteen years' experience with extensive professional and management experience													
19	\$347														
20	\$353														
21	\$380														
<table><tr><td rowspan="4">SURVEY CREWS</td><td>Crew Size</td><td>Regular Rate</td><td>Overtime Rate</td></tr><tr><td>1-Person</td><td>\$190</td><td>\$220</td></tr><tr><td>2-Person</td><td>\$285</td><td>\$375</td></tr><tr><td>3-Person</td><td>\$375</td><td>\$500</td></tr></table>			SURVEY CREWS	Crew Size	Regular Rate	Overtime Rate	1-Person	\$190	\$220	2-Person	\$285	\$375	3-Person	\$375	\$500
SURVEY CREWS	Crew Size	Regular Rate		Overtime Rate											
	1-Person	\$190		\$220											
	2-Person	\$285		\$375											
	3-Person	\$375	\$500												

T-3 2019 BC2064

ATTACHMENT 9

Amendment No. 3 for Beacon Integrated Professional Resources, Inc. dba Hamner,
Jewell & Associates Agreement No. 2017-037 for Professional Services

**AMENDMENT NO. 3
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
BEACON INTEGRATED PROFESSIONAL RESOURCES, INC.
dba HAMNER, JEWELL & ASSOCIATES**

This **Amendment No. 3** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **BEACON INTEGRATED PROFESSIONAL RESOURCES, INC. dba HAMNER, JEWELL & ASSOCIATES**, (a California Corporation) (herein referred to as "CONSULTANT") dated June 20, 2017, ("Agreement," Agreement No.2017-037) is made and entered into this 17th day of December, 2019.

WHEREAS, on June 20, 2017, the parties entered into an agreement for a total not-to-exceed amount of \$65,000 and a termination date of June 30, 2018; and

WHEREAS, on June 19, 2018, the Agreement was amended so as to extend the termination date to June 30, 2019 (Amendment No. 1"); and

WHEREAS, on June 4, 2019, the Agreement was amended so as to provide for additional compensation of fifteen thousand dollars (\$15,000) so that the total contract amount was \$80,000 (Amendment No. 2"); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation of twenty-five thousand dollars (\$25,000) so that the total contract amount is \$105,000; and

WHEREAS, the City Council approved this Amendment No.3, on this 17th day of December, 2019.

AMENDED TERM

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

1. **Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$25,000 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 \$105,000 (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, 2020, 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 the CITY'S approval of the invoice.

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

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

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Lillian D. Jewell, President

ATTEST:

Deborah Lopez, City Clerk

Lillian D. Jewell, Secretary

APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

Attachment 10

Solid Waste Solutions Agreement No. 2019-017 and Amendment 1 (available online only)

**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 21 day of February, 2019, 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 project management support services for the Solid Waste and Environmental Services Program; 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, 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 CITY procured these services in compliance with Goleta Municipal Code Section 3.05.240 by a competitive Request for Proposals from the CITY's pre-authorized qualified consultants list for various professional services ("short list") and was selected based on its qualifications and experience; and

WHEREAS, the City Manager, on this 21 day of February, 2019, approved this AGREEMENT and is authorized 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:

On-Call Solid Waste Project Management services to support 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 of the preparation of the CalRecycle Annual Report, coordination of the Household Hazardous Waste Program, coordination of the Solid Waste Franchise Agreement, Program Development, Assembly Bill Implementation, and Grant Coordination as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

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

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$29,900 (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 that exhibit shall be binding upon CONSULTANT until December 31, 2020, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager 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 the 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, 2020, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed according to the schedule for delivery of services attached as Exhibit "A" and incorporated herein or as adjusted in writing from the City Public Works Director.

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) Indemnification and Defense for Professional Service. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by CITY in direct proportion to the CONSULTANT's proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

(b) For All Other Liabilities. Notwithstanding the foregoing and without diminishing any rights of CITY, for any liability, claim, demand, allegation against CITY arising out of, related to, or pertaining to any act or omission of CONSULTANT, but which is not a design professional service, CONSULTANT shall defend, indemnify, and hold harmless CITY, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the CITY, except for the sole or active negligence of, or willful misconduct of the CITY.

(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

31. 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.

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 C Nilsson, President

ATTEST


Deborah Lopez, City Clerk


Lars J. Nilsson, Vice President

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney

Exhibit A

Scope of Work

Consultant shall provide on-call solid waste project management services to the City of Goleta Public Works Department. Consultant shall report directly to the Public Works Director. Services shall include, but not be limited to:

1. Coordination of the Preparation of the Cal Recycle Annual Report: Consultant shall prepare and submit an annual report including program data on the status of the City's solid waste diversion in accordance with California Assembly Bill 939. Consultant shall gather all disposal and diversion data from the local landfill or reporting agencies, the solid waste haulers and any data regarding City implemented programs that have diverted material from the landfill or instituted policies for more environmental practices. Consultant shall include all required back up documentation, disposal tracking, etc. and review the on-line annual report as prepared by the County.
2. Household Hazardous Waste Program Coordination: Consultant shall ensure that this collection program offered by Santa Barbara County is implemented by the City, advertised and tracked efficiently in accordance with current laws by CalRecycle and/or the EPA.
3. Solid Waste Franchise Agreement Coordination: Consultant shall provide solid waste hauler coordination to ensure that requirements of the solid waste franchise agreements are met such as diversion requirements, quarterly solid waste and diversion reports, public awareness campaigns and advertising programs to educate the public for residential and commercial recycling. These tasks shall be managed by Consultant and approved by City staff.
4. Program Development: Consultant shall assist staff in updating existing City solid waste programs to further increase the diversion of waste from the landfill. These tasks may include but are not limited to:
 - Implementing City's adopted policy for diversion of the Construction and Demolition (C&D) Debris Recycling Program in accordance with the Green Building Code, Commercial Recycling and Organics Program.
 - Increasing Commercial Recycling & Organics Program participation.
 - Assisting in expansion of public outreach programs to the community for all programs.
 - Participating in local and regional stakeholder meetings as requested.
 - Assisting City in evaluating grants as they become available.
 - Assisting City to examine the potential impacts of a ban, tax, or other measure to restrict the use of Styrofoam products.

5. Assembly Bill Implementation: Consultant shall ensure City compliance with California Assembly Bills; AB 341, AB 1826, AB 1594 and SB 1383 to implement new programs for the multi-family and commercial sectors. Tasks for compliance include education/outreach, implementation, tracking and monitoring of said programs. These programs will be monitored annually by CalRecycle for compliance with State Law.
6. Grant Coordination: Consultant shall assist with the coordination of grants including the tracking of expenditures and assist in expending grant funding as required by each grant.
 - o CalRecycle Used Oil Payment Program (OPP): Consultant shall review and assist City with the CalRecycle Program funding and expenditures of funds received. Consultant shall assist in tracking and annually reporting to the State on the OPP Program expenditures. Consultant shall attend the CalRecycle training sessions as offered.
 - o CalRecycle-Beverage Container Recycling Grant: Consultant shall review the CalRecycle Beverage Container Recycling funds received and expenditures.
 - o Miscellaneous Grants: Consultant shall assist the City to apply, review or expend funds for any other grants the City may be interested in.

Consultant shall provide detailed timecards by program monthly to include the following budgeted tasks and deliverables:

Tasks	Budget
Annual Report Preparation and Disposal Tracking	\$ 5,500
Household Hazardous Waste Coordination	\$ 1,500
Solid Waste Franchise Agreement Coordination	\$ 5,500
Program Development: Misc., residential, commercial, C&D, etc.	\$ 7,500
Assembly Bill Compliance	\$ 5,500
CalRecycle Used Oil Grants / Beverage Grants	\$ 2,500
Miscellaneous Grants	\$ 1,900
TOTAL	\$ 29,900

Exhibit B
Schedule of Fees

Professional Staff	Hourly Rate
Intern	\$26.00
Clerical / Office Assistant	\$55.00
Recycling Coordinator & Permit Processor	\$73.00
Project Coordinator	\$90.00
Project Management	\$114.00
Senior Manager / Computer Programming / Database Management	\$148.00
Principal	\$170.00

**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 February 21, 2019 ("Agreement," Agreement No.2019-017) is made this 7th day of May, 2019.

RECITALS

WHEREAS, this Agreement is for on-call solid waste project management services to support the Public Works Department in conjunction with the Solid Waste and Environmental Services Program; and

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 \$90,000 for continued Solid Waste and Environmental Services Program support for on-call solid waste project management services; and

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

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

WHEREAS, the City Council approved this Amendment No. 1, on this 7th day of May, 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 \$90,000 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 \$119,900 (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 that exhibit shall be binding upon CONSULTANT until December 31, 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.


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

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


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

In 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


Kimberly C. Nilsson, President

ATTEST:


Deborah Lopez, City Clerk


Lars J. Nilsson, Vice President

APPROVED AS TO FORM


Winnie Cai, Assistant City Attorney

Exhibit A-1

Scope of Work

Consultant shall provide on-call solid waste project management services to the City of Goleta Public Works Department. Consultant shall report directly to the Public Works Director. Services shall include, but not be limited to:

1. Coordination of the Preparation of the Cal Recycle Annual Report: Consultant shall prepare and submit an annual report including program data on the status of the City's solid waste diversion in accordance with California Assembly Bill 939. Consultant shall gather all disposal and diversion data from the local landfill or reporting agencies, the solid waste haulers and any data regarding City implemented programs that have diverted material from the landfill or instituted policies for more environmental practices. Consultant shall include all required back up documentation, disposal tracking, etc. and review the on-line annual report as prepared by the County.
2. Household Hazardous Waste Program Coordination: Consultant shall ensure that this collection program offered by Santa Barbara County is implemented by the City, advertised and tracked efficiently in accordance with current laws by CalRecycle and/or the EPA.
3. Solid Waste Franchise Agreement Coordination: Consultant shall provide solid waste hauler coordination to ensure that requirements of the solid waste franchise agreements are met such as diversion requirements, quarterly solid waste and diversion reports, public awareness campaigns and advertising programs to educate the public for residential and commercial recycling. These tasks shall be managed by Consultant and approved by City staff.
4. Program Development: Consultant shall assist staff in updating existing City solid waste programs to further increase the diversion of waste from the landfill. These tasks may include but are not limited to:
 - Implementing City's adopted policy for diversion of the Construction and Demolition (C&D) Debris Recycling Program in accordance with the Green Building Code, Commercial Recycling and Organics Program.
 - Participate in local and regional stakeholder meetings as requested.
5. Assembly Bill Implementation: Consultant shall ensure City compliance with California Assembly Bills; AB 341, AB 1826, AB 1594 and SB 1383 to implement new programs for the multi-family and commercial sectors. Tasks for compliance include education/outreach, implementation, tracking and monitoring of said programs. These programs will be monitored annually by CalRecycle for compliance with State Law.

6. Grant Coordination: Consultant shall assist with the coordination of grants including the tracking of expenditures and assist in expending grant funding as required by each grant.
 - o CalRecycle-Beverage Container Recycling Grant: Consultant shall review the CalRecycle Beverage Container Recycling funds received and ensure the funds are expended properly.
 - o Miscellaneous Grants: Consultant shall assist the City to apply, review or expend funds for any other grants the City may be interested in.
 - o
7. Product Bans: Consultant shall assist the City in examining the potential impacts of a product or landfill ban, or other measure Styrofoam products.
8. Event Coordination: SWS shall coordinate the events as required by the City's franchise agreement and as defined by the Public Works Department for all programs, including Mandatory Commercial Recycling and Mandatory Commercial Organics. This work presently includes the following:
 - o Beautify Goleta: Task includes the coordination of 6 neighborhood events including advertising, hauler coordination, City staffing needs, outreach material and event staffing.
 - o Coastal Clean Ups: Task includes the coordination of 2 Beach events, including advertising, hauler coordination, City staffing needs, outreach material and event staffing.
 - o Additional Events: Earth day, etc. Consultant shall provide the same services as all other events.

Consultant shall provide detailed timecards by program monthly to include the following budgeted tasks and deliverables:

Tasks	Budget
Annual Report Preparation and Disposal Tracking	\$ 15,000
Household Hazardous Waste Coordination	\$ 7,500
Solid Waste Franchise Agreement Coordination	\$ 15,000
Program Development: Misc., residential, commercial, C&D, etc.	\$ 31,500
Grant Coordination	\$ 6,000
Product Bans and Special Projects	\$ 15,000
TOTAL	\$90,000

Exhibit B
Schedule of Fees

Professional Staff	Hourly Rate
Intern	\$26.00
Clerical / Office Assistant	\$55.00
Recycling Coordinator & Permit Processor	\$73.00
Project Coordinator	\$90.00
Project Management	\$114.00
Senior Manager / Computer Programming / Database Management	\$148.00
Principal	\$170.00

Attachment 11

MNS Engineering Agreement No. 2018-079 (available online only)

Project Name: Engineering Division Land Development Review Services

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

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 21st day of August, 2018, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **MNS ENGINEERS, INC.**, a California Corporation (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional services for the Public Works Engineering Division Land Development Review Services Project; 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, CONSULTANT was approved by Council on December 20, 2016 and placed on a short list of pre-approved consultants for engineering design services after review of a Request for Qualifications; and

WHEREAS, the City Council, on this 21st day of August, 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 Development Review Services in conjunction with Public Works Engineering Division Land Development Review Services Project. Services shall generally include as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

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

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$300,000 (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 June 30, 2020, 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. 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, 2020, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

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

(a) Indemnification and Defense for Professional Service. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by CITY in direct proportion to the CONSULTANT's proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine

the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

(b) For All Other Liabilities. Notwithstanding the foregoing and without diminishing any rights of CITY, for any liability, claim, demand, allegation against CITY arising out of, related to, or pertaining to any act or omission of CONSULTANT, but which is not a design professional service, CONSULTANT shall defend, indemnify, and hold harmless CITY, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the CITY, except for the sole or active negligence of, or willful misconduct of the CITY.

(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. 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.

11. CORRECTIONS

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

12. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 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 30 days following submission of a final

statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

13. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

14. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and 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.

15. WAIVER; REMEDIES CUMULATIVE

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

16. 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

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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.

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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.

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

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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.

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26. 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.

27. 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.

28. 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.

29. 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: Jeff Edwards, Vice President
MNS Engineers, Inc.
201 N Calle Cesar Chavez # 300
Santa Barbara, CA 93103

30. **COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES**

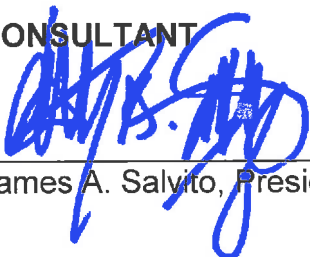
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In concurrence and witness whereof, this AGREEMENT has been executed by the parties effective on the date and year first above written.

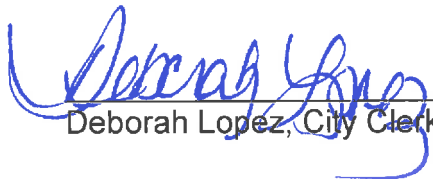
CITY OF GOLETA


Michelle Greene, City Manager

CONSULTANT


James A. Salvito, President

ATTEST


Deborah Lopez, City Clerk


Greg Chelini, Vice President

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney

EXHIBIT A SCOPE OF WORK

Task 1- Project Understanding

The Consultant shall provide Land Development Review Services to the City of Goleta. Consultant shall work with the Public Works Director and Public Works staff to help change the perspective of the Engineering Division regarding Land Development Review Services. Under the directive of this project, Consultant shall manage future large Land Development projects to allow Public Works to focus on directing and managing the Engineering Division.

The Public Works Director is the Floodplain Administrator. The Floodplain Administrator and the Building Official shall enter into a memo of understanding concerning the administration and enforcement of this agreement.

The Planning and Environmental Services issues and administers Grading and Land Use Permits. Consultant shall attend two weekly meetings:

- Public Works/Planning & Environmental Review (PW & PER) weekly meeting on an as-needed basis.
- Staff Engineering Division weekly meeting, on an as-needed basis.

Consultant and Public Works staff shall jointly prepare a presentation for the City Public Works Director that will show current internal and external processes and potential improvements to the process, which will show the Land Development Review submittal process for the Engineering Division.

Task 2 - Project Assumptions

Land Development Review Tasks:

- Review land development projects (land use permit projects). Provide application completeness comments, conditions of approval and attend Public Works staff meetings for coordination.
- Coordinate with the Planning Department and Environmental Review.
- Review Engineering Permit Applications for the Public Works Department. Verify completeness and adherence to Public Works requirements.
- Provide plan check services.
 - o Storm drain, sewer and water system design
 - o Roadway and pavement structure design
 - o Sewer and water system deficiency modelling
- Inspect /Observe work conducted under the Engineering Permits, if requested.

Deliverables:

Consultant shall provide a monthly status report on Land Development Projects which include date, description, hours and personnel. Consultant shall assist staff as well in preparing a Process Binder for the City Public Works Director.

EXHIBIT B SCHEDULE OF FEES

PROJECT AND PROGRAM MANAGEMENT

Principal-In-Charge	\$250
Senior Project/Program Manager	230
Project/Program Manager	200
Assistant Project/Program Manager	175
Senior Project Coordinator	150
Project Coordinator	120

ENGINEERING

Principal Engineer	\$225
Lead Engineer	210
Supervising Engineer	190
Senior Project Engineer	175
Project Engineer	155
Associate Engineer	140
Assistant Engineer	125

SURVEYING

Principal Surveyor	\$220
Supervising Surveyor	185
Senior Project Surveyor	170
Project Surveyor	150
Senior Land Title Analyst	145
Assistant Project Surveyor	125
Party Chief	150
Championer	130
One-Person Survey Crew	180

CONSTRUCTION MANAGEMENT

Principal Construction Manager	\$225
Senior Construction Manager	195
Resident Engineer	180
Structures Representative	170
Construction Manager	165
Assistant Resident Engineer	150
Construction Inspector (PW)	140
Office Administrator	105

TECHNICAL SUPPORT

CADD Manager	\$150
Supervising Technician	135
Senior Technician	125
Engineering Technician	95

ADMINISTRATIVE SUPPORT

Administrative Analyst	\$110
IT Technician	105
Graphics/Visualization Specialist	95
Administrative Assistant	70

GOVERNMENT SERVICES

City Engineer	\$200
Deputy City Engineer	185
Assistant City Engineer	175
Senior Plan Check Engineer	170
Plan Check Engineer	160
Permit Engineer	140
City Inspector	125
City Inspector (PW)	140
Principal Stormwater Specialist	150
Senior Stormwater Specialist	135
Stormwater Specialist	120
Stormwater Technician	110
Certified Floodplain Manager	175
Floodplain Manager	155
Building Official	150
Senior Building Inspector	138
Building Inspector	125
Planning Director	185
Senior City Planner	160
Assistant Planner	145
Senior Grant Writer	160
Grant Writer	135

Attachment 12

Dudek Agreement No. 2019-013 and Amendment 1 (available online only)

Project Name: MS4 Permit Compliance Program Support

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
DUDEK**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 31st day of January, 2019, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and DUDEK, a California Corporation (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional MS4 Permit Compliance Program Support services for in-office support of the Phase II Small General Municipal Separate Storm System (MS4) Permit compliance Program; 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 CITY procured these services in compliance with Goleta Municipal Code Section 3.05.240 by a competitive Request for Proposals from the CITY's pre-authorized qualified consultants list for various professional services ("short list") and was selected based on its qualifications and experience; and

WHEREAS, the City Manager, on this 31st day of January, 2019, approved this AGREEMENT and is authorized 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 MS4 Permit Compliance Program Support services in conjunction with the Phase II Small General Municipal Separate Storm System (MS4) Permit compliance Program. Services shall generally include in-office management, oversight, and technical/regulatory

guidance as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

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

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$29,900 (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 that exhibit shall be binding upon CONSULTANT until December 31, 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 the Public Works

Director 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, 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. All services shall be completed within according to the schedule for delivery of services attached as Exhibit "A" and incorporated herein or as adjusted in writing from the City Public Works Director.

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. Jane Gray, Senior Project Manager 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 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

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

16. WAIVER; REMEDIES CUMULATIVE

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

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

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Goleta, CA 93117

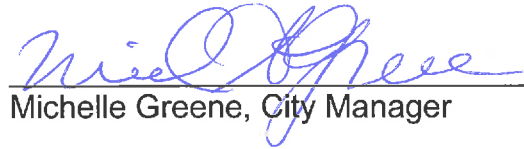
TO CONSULTANT: Attention: Jane Gray, Project Manager
DUDEK.
621 Chapala Street
Santa Barbara, CA 93101

31. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

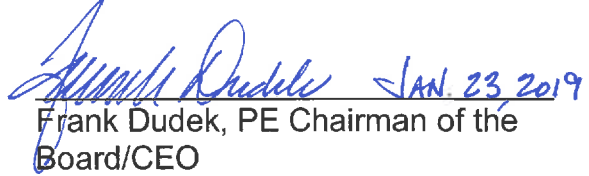
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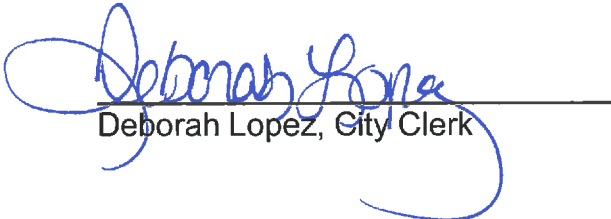
CITY OF GOLETA

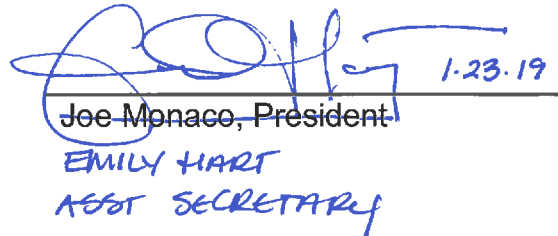

Michelle Greene, City Manager

CONSULTANT

 JAN. 23, 2019
Frank Dudek, PE Chairman of the Board/CEO

ATTEST


Deborah Lopez, City Clerk

 1-23-19
Joe Monaco, President
EMILY HART
ASST SECRETARY

APPROVED AS TO FORM


Winnie Cai, Assistant City Attorney

EXHIBIT A SCOPE OF WORK

Consultant shall be located in the Public Works office providing up to 20 hours a week of MS4 Permit compliance program support from notice to proceed through February 28, 2019. During this time, management, oversight, and technical/regulatory guidance shall be provided by Jane Gray (project manager), and others as needed. Consultant shall report directly to the Public Works Director.

Prior to starting the in-office support, Consultant shall prepare for the job responsibilities by reviewing background materials including the City's recent annual report, trash implementation plan, post-construction BMP requirements for development projects, and additional materials (e.g., annual Public Works budget for the stormwater program) as provided by the City.

Duties for the implementation of Small MS4 Permit compliance program under the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges from Small MS4s. Water Quality Order No. 2013-0001-DWQ and CAS000004 (General Permit) will be as needed and to be decided in coordination with the Public Works Director but shall likely include:

The General Permit requires the development and implementation of Best Management Practices (BMPs) to address the six (6) Minimum Control Measures (MCMs) of the Permit:

- Public Education and Outreach on Storm Water Impacts program
- Public Involvement and Participation program
- Illicit Discharge Detection and Elimination
- Construction Site Storm Water Runoff Control program
- Pollution Prevention/Good Housekeeping for Municipal Operations program
- Post-Construction Storm Water Management in New Development and Redevelopment program

Implementation and effectiveness of these BMPs is tracked and documented in the City of Goleta Storm Water Management Plan Annual Report submitted to the Regional Water Quality Control Board.

To provide support to the City of Goleta for its MS4 Permit compliance program including, but not limited to:

- Implementing and documenting activities for the annual report (including effectiveness measure tracking) for the six (6) (MCMs) listed above;
- Implementing the City's Trash Implementation Plan;
- Participating in stormwater sampling as part of the County-wide Urban Stormwater Monitoring Program; and

- Participating in meetings (e.g., Santa Barbara County Association of MS4 Managers [SBCAMM]. Central Coast Regional Water Quality Control Board, internal City/Public Works, and other stormwater meetings).

In addition to the day-to-day MS4 Permit compliance program tasks listed above, Consultant shall, as needed and as budget allows, provide support for long-term special projects. Example tasks may include:

- Discussing scope, budget, schedule, and goals/objectives of the pending **Watershed Management Plan** project with the City Planning Department and summarizing discussions for the Public Works Director to help determine the role of Public Works in the project;
- Evaluating existing stormdrain data that will be used or built upon for the **Stormdrain Master Plan**, identify key data gaps, and clarify project goals/objectives with Public Works Director, to help establish budget, schedule, and scope for the project;
- Strategically advising the Public Works Director on high level stormwater regulatory matters - and key decisions/options available to the City - including TMDLs, trash policy, PEAIP tracking and modeling requirements, and the pending MS4 Permit renewal; and
- Managing Santa Barbara Channelkeeper's water quality monitoring contract, including review of the project objectives and sampling design/approach.

While implementing the City's MS4 Permit compliance program, Consultant shall track the tasks and responsibilities being conducted to begin developing a clear understanding of the essential duties of the SPM position, including the average time requirement (hrs/week) by category (e.g., illicit discharge investigations, construction inspection, development plan check, municipal facilities inspections). Consultant shall also dedicate efforts to understand and assess the City's various MS4 Permit compliance program implementation workflows.

DELIVERABLES (but not limited to):

- MS4 Permit compliance program and implementation workflows documents
- the annual report (including effectiveness measure tracking) the six (6) MCMs of the MS4 Permit
- Watershed Management Plan project documents
- Stormdrain Master Plan documents
- TMDLs, trash policy, PEAIP tracking and modeling requirements, and the pending MS4 Permit renewal
- Santa Barbara Channelkeeper's water quality monitoring contract

EXHIBIT B SCHEDULE OF FEES

DUDEK 2019 STANDARD SCHEDULE OF CHARGES

ENGINEERING SERVICES

Project Director	\$285.00/hr
Principal Engineer III	\$265.00/hr
Principal Engineer II	\$255.00/hr
Principal Engineer I	\$245.00/hr
Program Manager	\$225.00/hr
Senior Project Manager	\$225.00/hr
Project Manager	\$220.00/hr
Senior Engineer III	\$215.00/hr
Senior Engineer II	\$205.00/hr
Senior Engineer I	\$195.00/hr
Project Engineer IV/Technician IV	\$185.00/hr
Project Engineer III/Technician III	\$175.00/hr
Project Engineer II/Technician II	\$160.00/hr
Project Engineer I/Technician I	\$145.00/hr
Project Coordinator	\$115.00/hr
Engineering Assistant	\$110.00/hr

ENVIRONMENTAL SERVICES

Project Director	\$245.00/hr
Senior Specialist IV	\$220.00/hr
Senior Specialist III	\$220.00/hr
Senior Specialist II	\$200.00/hr
Senior Specialist I	\$190.00/hr
Specialist V	\$180.00/hr
Specialist IV	\$170.00/hr
Specialist III	\$160.00/hr
Specialist II	\$145.00/hr
Specialist I	\$130.00/hr
Analyst V	\$120.00/hr
Analyst IV	\$110.00/hr
Analyst III	\$100.00/hr
Analyst II	\$90.00/hr
Analyst I	\$80.00/hr
Technician IV	\$80.00/hr
Technician III	\$60.00/hr
Technician II	\$70.00/hr
Technician I	\$60.00/hr
Compliance Monitor	\$65.00/hr

DATA MANAGEMENT SERVICES

GIS Programmer I	\$185.00/hr
GIS Specialist IV	\$160.00/hr
GIS Specialist III	\$150.00/hr
GIS Specialist II	\$140.00/hr
GIS Specialist I	\$130.00/hr
Data Analyst III	\$100.00/hr
Data Analyst II	\$90.00/hr
Data Analyst I	\$80.00/hr
UAS Pilot	\$90.00/hr

CONSTRUCTION MANAGEMENT SERVICES

Principal/Manager	\$165.00/hr
Senior Construction Manager	\$160.00/hr
Senior Project Manager	\$165.00/hr
Construction Manager	\$155.00/hr
Project Manager	\$145.00/hr
Resident Engineer	\$145.00/hr
Construction Engineer	\$140.00/hr
On-site Owner's Representative	\$140.00/hr
Construction Inspector III	\$130.00/hr
Construction Inspector II	\$120.00/hr
Construction Inspector I	\$110.00/hr
Prevailing Wage Inspector	\$135.00/hr

HYDROGEOLOGICAL SERVICES

Project Director	\$285.00/hr
Principal Hydrogeologist/Engineer II	\$260.00/hr
Principal Hydrogeologist/Engineer I	\$240.00/hr
Sr. Hydrogeologist IV/Engineer IV	\$225.00/hr
Sr. Hydrogeologist III/Engineer III	\$210.00/hr
Sr. Hydrogeologist II/Engineer II	\$195.00/hr
Sr. Hydrogeologist I/Engineer I	\$185.00/hr
Hydrogeologist VI/Engineer VI	\$165.00/hr
Hydrogeologist V/Engineer V	\$155.00/hr
Hydrogeologist IV/Engineer IV	\$145.00/hr
Hydrogeologist III/Engineer III	\$135.00/hr
Hydrogeologist II/Engineer II	\$125.00/hr
Hydrogeologist I/Engineer I	\$115.00/hr
Technician	\$100.00/hr

DISTRICT MANAGEMENT & OPERATIONS

District General Manager	\$185.00/hr
District Engineer	\$185.00/hr
Operations Manager	\$180.00/hr
District Secretary/Accountant	\$120.00/hr
Collections System Manager	\$135.00/hr
Grade V Operator	\$125.00/hr
Grade IV Operator	\$110.00/hr
Grade III Operator	\$100.00/hr
Grade II Operator	\$75.00/hr
Grade I Operator	\$70.00/hr
Operator in Training	\$65.00/hr
Collection Maintenance Worker II	\$75.00/hr
Collection Maintenance Worker I	\$65.00/hr

OFFICE SERVICES

Technical/Drafting/CADD Services	
3D Graphic Artist	\$175.00/hr
Senior Designer	\$165.00/hr
Designer	\$155.00/hr
Assistant Designer	\$150.00/hr
CADD Operator III	\$145.00/hr
CADD Operator II	\$140.00/hr
CADD Operator I	\$125.00/hr
CADD Drafter	\$115.00/hr
CADD Technician	\$110.00/hr

SUPPORT SERVICES

Technical Editor III	\$145.00/hr
Technical Editor II	\$130.00/hr
Technical Editor I	\$115.00/hr
Publications Specialist III	\$105.00/hr
Publications Specialist II	\$95.00/hr
Publications Specialist I	\$85.00/hr
Clerical Administration	\$90.00/hr

Peripole Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and submittals, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Invoicing, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

DUDEK

Effective January 1, 2019

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

This **Amendment No. 1** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **DUDEK**, a California Corporation ("Consultant") dated January 31, 2019 ("Agreement," Agreement No. 2019-013) is made this 7th day of May, 2019.

RECITALS

WHEREAS, this Agreement is for the in-office support of the Phase II Small General Municipal Separate Storm Systems (MS4) Permit compliance Program in conjunction with the MS4 Permit Compliance Program Support project; and

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 \$183,970 for on-going program support and administration for MS4 Permit Compliance; and

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

WHEREAS, the parties desire to amend Exhibit A of the Agreement by adding MS4 Permit compliance program in-office support and administration as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and

WHEREAS, the City Council approved this Amendment No. 1, on this 7th day of May, 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 \$183,970 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 \$213,870 (herein "not-to-exceed amount"), and shall be earned as the work progresses.


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

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


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

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

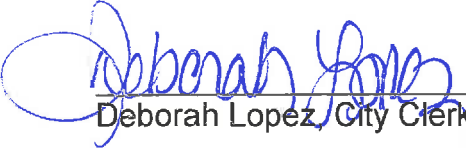
CITY OF GOLETA


Michelle Greene, City Manager

CONSULTANT

 3-28-19
Frank Dudek, PE Chairman of the Board/CEO

ATTEST:


Deborah Lopez, City Clerk

 5-28-19
Emily Hart, Assistant Secretary

APPROVED AS TO FORM


Winnie Cai, Assistant City Attorney

EXHIBIT A-1 SCOPE OF WORK

Consultant shall be located in the Public Works office providing up to 800 hours a week of MS4 Permit compliance program support from notice to proceed through December 31, 2019. During this time, management, oversight, and technical/regulatory guidance shall be provided by Jane Gray (project manager), and others as needed. Consultant shall report directly to the Public Works Director.

Prior to starting the in-office support, Consultant shall prepare for the job responsibilities by reviewing background materials including the City's recent annual report, trash implementation plan, post-construction BMP requirements for development projects, and additional materials (e.g., annual Public Works budget for the stormwater program) as provided by the City.

Duties for the implementation of Small MS4 Permit compliance program under the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges from Small MS4s. Water Quality Order No. 2013-0001-DWQ and CAS000004 (General Permit) will be as needed and to be decided in coordination with the Public Works Director but shall likely include:

The General Permit requires the development and implementation of Best Management Practices (BMPs) to address the six (6) Minimum Control Measures (MCMs) of the Permit:

- Public Education and Outreach on Storm Water Impacts program
- Public Involvement and Participation program
- Illicit Discharge Detection and Elimination
- Construction Site Storm Water Runoff Control program
- Pollution Prevention/Good Housekeeping for Municipal Operations program
- Post-Construction Storm Water Management in New Development and Redevelopment program

Implementation and effectiveness of these BMPs is tracked and documented in the City of Goleta Storm Water Management Plan Annual Report submitted to the Regional Water Quality Control Board.

To provide support to the City of Goleta for its MS4 Permit compliance program including, but not limited to:

- Implementing and documenting activities for the annual report (including effectiveness measure tracking) for the six (6) (MCMs) listed above;
- Implementing the City's Trash Implementation Plan;
- Participating in stormwater sampling as part of the County-wide Urban Stormwater Monitoring Program; and

- Participating in meetings (e.g., Santa Barbara County Association of MS4 Managers [SBCAMM], Central Coast Regional Water Quality Control Board, internal City/Public Works, and other stormwater meetings).

In addition to the day-to-day MS4 Permit compliance program tasks listed above, Consultant shall, as needed and as budget allows, provide support for long-term special projects. Example tasks may include:

- Discussing scope, budget, schedule, and goals/objectives of the pending **Watershed Management Plan** project with the City Planning Department and summarizing discussions for the Public Works Director to help determine the role of Public Works in the project;
- Evaluating existing stormdrain data that will be used or built upon for the **Stormdrain Master Plan**, identify key data gaps, and clarify project goals/objectives with Public Works Director, to help establish budget, schedule, and scope for the project;
- Strategically advising the Public Works Director on high level stormwater regulatory matters - and key decisions/options available to the City - including TMDLs, trash policy, PEAIIP tracking and modeling requirements, and the pending MS4 Permit renewal; and
- Managing Santa Barbara Channelkeeper's water quality monitoring contract, including review of the project objectives and sampling design/approach.

While implementing the City's MS4 Permit compliance program, Consultant shall track the tasks and responsibilities being conducted to begin developing a clear understanding of the essential duties of the SPM position, including the average time requirement (hrs/week) by category (e.g., illicit discharge investigations, construction inspection, development plan check, municipal facilities inspections). Consultant shall also dedicate efforts to understand and assess the City's various MS4 Permit compliance program implementation workflows.

DELIVERABLES (but not limited to):

- MS4 Permit compliance program and implementation workflows documents
- the annual report (including effectiveness measure tracking) the six (6) MCMs of the MS4 Permit
- Watershed Management Plan project documents
- Stormdrain Master Plan documents
- TMDLs, trash policy, PEAIIP tracking and modeling requirements, and the pending MS4 Permit renewal
- Santa Barbara Channelkeeper's water quality monitoring contract

Attachment 13

Rincon Consultants Agreement No. 2019-063 (available online only)

Project Name: Parks and Open Space Management Plan

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
BETWEEN THE CITY OF GOLETA
AND
RINCON CONSULTANTS, INC.**

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") is made and entered into this 16th day of July 2019, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **RINCON CONSULTANTS, INC.**, a California Corporation (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional open space management services for the Parks and Open Space Management Plan; 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 CITY procured these services in compliance with Goleta Municipal Code Section 3.05.240. CONSULTANT was approved by Council on December 20, 2016 and placed on a short list of pre-approved Consultants for Environmental Planning services after a review of a Request for Qualification based selections; and

WHEREAS, the City Council, on this 16th day of July 2019, 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 Parks and Open Space Management Plan Services in conjunction with the Parks and Open Space Management Plan shall generally include topics related to inventory, classification, maintenance, management and restoration of City open spaces as more particularly set

forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

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

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of one hundred eighty dollars \$180,000 (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, 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 Public Works

Manager Paul Medel. 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, 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. Christopher Julian, Principal/Senior Regulatory Specialist 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 \$2,000,000 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 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

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

16. WAIVER; REMEDIES CUMULATIVE

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

17. CONFLICT OF INTEREST

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), 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: Christopher Julian,
Sr. Regulatory Specialist
Rincon Consultants, Inc.
209 East Victoria Street
Santa Barbara, CA 93101

31. **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.

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

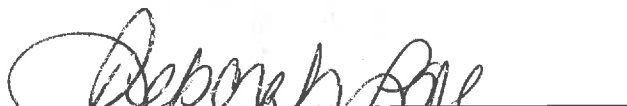
CITY OF GOLETA


Michelle Greene, City Manager

CONSULTANT


Steven Hongola
Vice President

ATTEST


Deborah Lopez, City Clerk


Laci Davis
Chief Financial Officer

APPROVED AS TO FORM


Winnie Cai, Assistant City Attorney

Exhibit A

Scope of Work

Consultant understands that Open Space areas subject to the Department of Public Works' preview include two major unimproved Open Space areas (Ellwood Mesa, Lake Los Carneros) and a patchwork of smaller city-owned Open Space areas throughout the City, as well as natural areas within parkland settings (e.g., the redwood grove in Stow Grove Park). Consultant shall provide services on an "as-requested" basis, with task orders for specific services issued under a Master Services Agreement (MSA). Consultant understands that the City desires this support for the requested services may encompass a broad range of topics related to the inventory, classification, maintenance, management, and restoration of City open spaces. Included tasks that could be performed under this Master Service Agreement (MSA), if requested by the City, may include, but not limited to:

- Baseline mapping of City open space areas, including acquisition and assimilation of available GIS data
- Biological studies, including habitat assessments, butterfly surveys, nesting bird surveys, stream/wetland delineations, and others
- Professional arborist services, including tree mapping, health assessments, and recommendations for care
- Cultural resources evaluation and surveys, including architectural history
- Assessment of potentially contaminated sites or other liabilities
- Interaction with the public, City staff, and decision-makers regarding open space issues
- Development of operating procedures, including triggers for environmental protections or public outreach, to ensure responsible conduct and built trust in the Public Works Department
- Recreational use studies and trails management
- Development of management plans for specific resources or areas
- Direction and monitoring of personnel performing operational or maintenance actions
- Support in obtaining permits or grants for Public Works projects in Open Space areas
- CEQA compliance, including exemptions and environmental documents
- Execution of actions identified in the Ellwood Mesa Monarch Butterfly Habitat Management Plan

- Assistance with processing permits for scientific studies on City Open Space, or developing procedures to process such permits
 - Such tasks shall include comprehensive update to the 1999 Lake Los Carneros Management Plan.

**Exhibit B
Schedule of Fees**

Professional, Technical & Support Personnel	Hourly Rate
Principal II / Director II	\$235
Principal / Director I	\$215
Senior Supervisor II	\$200
Supervisor I	\$190
Senior Professional II	\$170
Senior Professional I	\$156
Professional IV	\$140
Professional III	\$125
Professional II	\$112
Professional I	\$100
Associate III	\$92
Associate II	\$86
Associate I	\$80
Project Assistant	\$75
Senior GIS Specialist	\$136
GIS/CADD Specialist II	\$120
GIS/CADD Specialist I	\$108
Technical Editor	\$110
Production Specialist	\$86
Clerical	\$75

Direct Costs	Rate
Photocopies – Black and White	\$0.20 (single sided) & \$0.36 (double sided)
Photocopies – Color	\$1.50 (single sided) & \$3.20 (double sided)
Photocopies – 11 x 17	\$0.80 (B&W) & \$3.20 (color)
Oversized Maps	\$8.00 / square foot
Reproduction: CDs	\$10 / disc

Equipment	Day Rate
Environmental Site Assessment	
Brass Sample Sleeve, Bailers, Disposable Bailers	\$25
Water Level Indicator, DC Purge Pump	\$40
Hand Auger Sampler	\$55
Oil-Water Interface Probe	\$85
Four Gas Monitor or Photo-Ionization Detector	\$120
Soil Vapor Extraction Monitoring Equipment	\$140
Flame Ionization Detector	\$200
Natural Resources Field Equipment	
Trimble GPS (sub-meter accuracy)	\$190
UAS Drone	\$250
Pettersson Bat Ultrasound Detector/Recording Equipment	\$150
Spotting or Fiberoptic Scope	\$150
Amphibian/Vernal Pool Field Package: (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net, field microscope)	\$150
Remote Field Package: (digital camera, GPS, thermometer, binoculars, tablet and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$125
Sound Level Metering Field Package: anemometer, tripod and digital camera	\$100
Standard Field Package (digital camera, GPS, thermometer, binoculars, tablet, safety equipment, and botanic collecting equipment)	\$95
Fisheries Equipment Package: (waders, wetsuits, dip nets, seine nets, bubblers, buckets)	\$50
Water Quality Equipment (DO, pH, Turbidity, refractometer, temperature)	\$55
Large Block Nets	\$100
Minnow trap	\$85
Infrared Sensor Digital Camera or Computer Field Equipment	\$50
Scent Station	\$20
Laser Rangefinder/Altitude	\$10
Net, Hand/Large Seine	\$10/\$50
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$8
Mammal Trap, Large/Small	\$1.50/\$.50
Water & Marine Resources Equipment	
Refractometer (salinity) or Turbidity Meter	\$35
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$150
Boat (20 ft. Boston Whaler or Similar)	\$300
Boat (26 ft. Radon or Similar)	\$550
Side Scan or Single Beam Sonar	\$700
Underwater & Marine Sampling Gear includes: U/W Photo/Video Camera, SCUBA Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	\$50/diver
Marine Field Package: (Personal Flotation Devices (PFDs), 100ft. Reel Tapes w/ Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, various Field Guests)	\$50
Insurance, Hazard & Safety Fees	
L & H Dive Insurance	\$50/diver
Hazard Premium (In or Underwater ONLY per/hour)	\$1.25 x hourly
Level C Health and Safety	\$60 person

Attachment 14

Kimley-Horn Agreement No. 2017-131 and Amendment 1 (available online only)

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
BETWEEN THE CITY OF GOLETA
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") is made and entered into this 19th day of December, 2017 by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and, **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina Corporation (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional design services for the Rectangular Rapid Flashing Beacons (RRFB) Improvements at School Crossing Project; 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 CITY noticed a competitive request for proposals for professional designs services from the City's pre-authorized qualified consultants list for professional traffic engineering services ("short list"); and

WHEREAS, the CONSULTANT was selected based on an evaluation process; and

WHEREAS, the City Council, on this 19th day of December, 2017, 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 design services in conjunction with the Rectangular Rapid Flashing Beacons (RRFB) Improvements at School Crossing Project. RRFB Improvements at School Crossing Project will replace older yellow

advance flashing beacons at two school crosswalks at Cathedral Oaks Road and Brandon Drive and Cathedral Oaks Road and Evergreen Drive by installing RRFBs; and will install a new RRFB at Cathedral Oaks Road and Carlo Drive. Services shall generally include design, surveying and project management services, as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

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

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$60,500 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until December 31, 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 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 James Winslow, P.E. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to December 31, 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. All services shall be completed by the termination date of this 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. Adam Chase, PE, TE, 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 subcontracted or assigned without the City's prior written consent. The following work will be performed by the following subcontractor:

- MNS, Engineers, Surveying, Shane Sobecki

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 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 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

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

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by

such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. 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

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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: Adam Chase, PE, TE
Kimley-Horn and Associates, Inc.
21820 Burbank Blvd., Suite 230
Woodland Hills, CA 91367

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

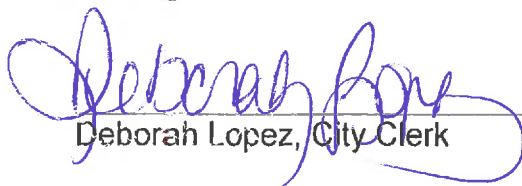

Michelle Greene, City Manager


CONSULTANT


Jean Fares, Sr. Vice President

**KHACA
03**

ATTEST


Deborah Lopez, City Clerk


Sri Chakravarthy, Associate
PE 73629

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney

EXHIBIT A SCOPE OF WORK

The following tasks shall be performed to provide a PS&E package for construction.

Task 1: PROJECT MANAGEMENT

Task 1.1: Kick-off Meeting

Consultant shall schedule and lead a project kick-off meeting within two weeks of Notice to Proceed (NTP) to discuss project details. Included in this discussion shall be subcontractor, who shall help in the review of:

- Develop a Project Development Team (PDT) outlining individual roles and responsibilities
- Project's expectations and goals
- Specific design issues and constraints based on preliminary layout
- Project schedule indicating milestones, major activities, and deliverables for City review

Task 1.2: Monthly Progress Meetings/Conference Calls

Consultant shall coordinate and attend PDT meetings with City staff and stakeholder representatives at and in-between periodic project milestones up to four PDT meetings and four conference calls. Meeting agendas for the planned meeting and meeting minutes from the previous meetings shall be prepared by Consultant at each meeting and distributed to the City Project Manager and other attendees.

Task 1.3: Project Administration

Consultant shall prepare and distribute project correspondence, billings, and submittals.

- **Schedule** – Consultant shall prepare a project schedule using Microsoft Project within the first two weeks following an Notice To Proceed. Consultant shall prepare monthly project reports addressing the progress of work including information or decisions required to maintain schedule and complete deliverables, problems encountered that may affect schedule, budget or work products and anticipated work, action items, and shall review activities for the following month.
- **Budget** – Consultant shall track and report project expenditures for each major task element on a monthly basis.
- **Quality Control/Quality Assurance (QC/QA)** – Consultant shall follow standard QC/QA Manual for improvement projects.

Deliverables: PDT meeting agendas, meeting minutes, and action item lists, baseline progress schedule, monthly progress reports, progress schedule updates, and invoicing.

TASK 2: PRELIMINARY DESIGN

Task 2.1: Topographic Survey

Subconsultant shall provide a cross-section survey documenting the lip of gutter, flowline, top of curb, existing or future back of walk, property line, and 10 feet beyond along the project alignment and extending 20 feet beyond the curb returns at the location of the major street crosswalk for all intersections. In addition, the survey shall locate visible structures such as curbs, gutters, striping, signs, manholes, valve covers, trees, fire hydrants, walls, street lights, guy wires, etc. within the limits of the survey.

Deliverables: Survey Mapping Data, AutoCAD drawing with existing utility data.

Task 2.2: Field Investigation and Data Collection

Consultant, with the assistance of the City, shall obtain and review readily available information and reports pertaining to the Project including utilization of horizontal alignment developed as part of prior engineering and studies including utility information, aerial maps, survey and right-of-way data, geotechnical reports, traffic analysis, environmental and biological studies for the Project. Research of City, County, and other agency records shall be conducted for existing horizontal and cadastral survey control. Found notes, maps, and data shall be copied, correlated, and indexed in a survey database.

Task 2.3: Utility Coordination

Consultant shall collect readily available utility information and review the topographic base map to identify existing utilities. A utility base map shall be prepared and sent to utility owners for review and comment. Part of the identification process is to obtain additional utility information from the owners such as as-built record drawings and atlas sheets, as well as determining the facility's function. Finally, the utility base map is revised using the utility owner provided items and information our team has developed over the course of the task.

In addition, Consultant shall attend up to one meeting with SCE for design coordination.

Deliverables: Utility Base Map, Matrix, First Letter (Identification), Meeting minutes on SCE meeting.

Task 2.4: Preliminary Design of Plans, Specifications, and Estimates (PS&E) for Construction

Title Sheet/General Notes

Consultant shall prepare a title sheet with a vicinity map, location map, utility company contacts, legend and general notes for the project. Because the project shall be treated as two Phases, separate title sheets shall be prepared for each Phase.

Curb Ramp Improvement Plans

Consultant shall prepare curb ramp/curb extension/median island refuge improvement plan sheets. The improvements shall include proposed street improvements consisting of asphalt pavement, concrete sidewalk, ADA ramps, curb and gutter, and asphalt replacement, as needed. Pavement structural calculations shall be assumed on the

provided traffic index and worse case soil parameters R-value. Fine grading, spot grade elevations, grade breaks shall be shown on these plans.

Signage and Striping Plans

Consultant shall prepare plans (1" = 20' or 1" = 40') for each location. Consultant shall prepare the signage and striping plans per the latest edition of the California Manual of Traffic Control Devices (CA-MUTCD). These plans shall implement various traffic control devices e.g. pavement stripes, markings, retroreflective markers, object markers, traffic signs. The plans shall incorporate features to support all users, such as bike and pedestrian accommodations.

RRFB/PHB/Street Lighting (Electrical) Plans

Consultant shall prepare plans at 1"=20' for the installation of street lighting, RRFBs and PHB (one plan per location). The plans shall include a pole schedule, general location within parkway or sidewalk, applicable details for pole foundations, assemblies, and equipment.

Bioretention Improvement Plans

Consultant shall prepare the Bioretention Improvement plans within the project limits. We can prepare the bioretention design with several locations combined on each sheet based on proximity to each other. The plans shall show runoff direction, runoff collection and diversion treatments, runoff receiving areas, permeable treatments, urban tree soil water reservoirs, bio-retention treatments and overflow control treatments. Consultant shall require the services of a geotechnical expert to provide recommendations for the treatment details.

Bioretention Details

Consultant shall prepare bioretention treatment details for the project including sub-drainage piping based on the geotechnical recommendations. Typical cross sections shall be prepared to identify depth of soil, gravel underdrain system and any inlet or overflow system for the improvements.

Engineers Opinion of Probable Construction Costs

Consultant shall compile and prepare the Opinion of Probable Construction Costs (OPCC). Contingencies shall be included at the appropriate percentage.

Technical Specifications

Consultant shall prepare the project special provisions as it shall be assumed that the City will provide the "Front-End" documents.

Deliverables: Preliminary Design of plans, specifications, and estimate. Subsurface investigation for up to 6 pothole locations.

TASK 3: FINAL DESIGN

Consultant shall prepare a bid schedule from the Engineer's Estimate to be included in the bid documents. Consultant's final opinion of probable construction cost estimate shall be based upon, and in agreement with, the final items of work with estimated quantities.

The design deliverables shall include: Providing final improvement Plans on Mylar ready for advertising and bidding, along with "camera-ready" Specifications (including appendixes), and a complete Engineer's Estimate, all wet seal stamped and signed by a licensed California Civil Engineer and Traffic Engineer. Final plans shall be submitted on Mylar sheets 24" x 36" in size. The final plans and specifications shall be delivered to the City of Goleta.

TASK 4: BID/CONSTRUCTION ADMINISTRATION

Task 4.1: Bid Advertising Support

Consultant shall assist the City in the advertising, bidding, and selection process. Consultant has provided an estimated budget of twenty (20) hours for the tasks described below:

- Copies of Drawings and Contracts Documents

- Pre-bid Meeting

- Questions and Addenda During Advertising

Task 4.2: Construction Management

Consultant shall provide an estimated budget of twenty (20) hours for the tasks described below:

- Meetings

- Questions During Construction and Requests for Information (RFIs)

- Contractor Submittals

- Plan Revisions

- Record Drawings

- Owner of Project Documents

**EXHIBIT B
SCHEDULE OF FEES**

Classification	Rate per hour
Sr. Engineer II	\$ 269.05
Sr. Engineer I	\$ 199.81
Engineer II	\$ 147.91
Engineer I	\$ 147.91
Analyst II	\$ 114.07
Admin Support	\$ 84.23

Attachment 15

Kimley-Horn Agreement No. 2018-126 (available online only)

Project Name: Goleta Traffic Safety Study Project

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
BETWEEN THE CITY OF GOLETA
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 4th day of December 2018, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina Corporation (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional design services for the Goleta Traffic Safety Study Project; 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 CITY noticed a request for proposals and/or qualifications for professional services through a competitive bid process to engineering firms on the City's pre-authorized qualified consultants list for traffic engineering services; and

WHEREAS, Consultant was selected based on their combined score from reviewing the proposals; and

WHEREAS, the City Council, on this 4th day of December 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 design support services in conjunction with the Goleta Traffic Safety Study Project. Services shall generally include review of specific crash locations in greater detail for roadway/intersection attributes that are

common to all corridors within the project study area. The project will also identify locations which are experiencing unusually high pedestrian and bicycle collisions, what roadway features are contributing to these collisions, and where similar characteristics occur in the identified corridors, 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 \$218,401 (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, 2020, 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 James Winslow, Sr. Project

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

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the termination date of this 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. Jason Melchor, Senior Transportation Engineer, 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) Indemnification and Defense for Professional Service. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by CITY in direct

proportion to the CONSULTANT's proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

(b) For All Other Liabilities. Notwithstanding the foregoing and without diminishing any rights of CITY, for any liability, claim, demand, allegation against CITY arising out of, related to, or pertaining to any act or omission of CONSULTANT, but which is not a design professional service, CONSULTANT shall defend, indemnify, and hold harmless CITY, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the CITY, except for the sole or active negligence of, or willful misconduct of the CITY.

(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 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

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

16. WAIVER; REMEDIES CUMULATIVE

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

17. CONFLICT OF INTEREST

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. 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

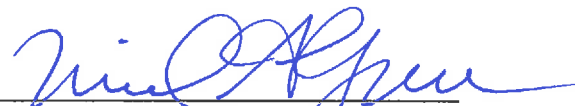
TO CONSULTANT: Attention: Jason Melchor
Senior Transportation Engineer
Kimley-Horn and Associates, Inc.
660 South Figueroa Street
Suite 2050
Los Angeles, CA 90017

31. **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.

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

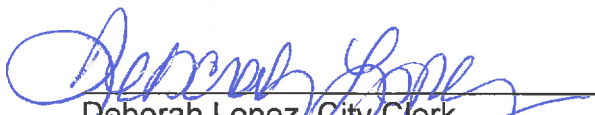
CITY OF GOLETA



Michelle Greene, City Manager

CONSULTANT

 (PE No. 65218)
Jason Melchor, PE

ATTEST


Deborah Lopez, City Clerk


Jean Fares Principal-in-charge, PE.

APPROVED AS TO FORM


Winnie Cai, Assistant City Attorney

EXHIBIT A SCOPE OF WORK

Task 1: Project Management

Consultant shall provide the following services for commencement and administration of the project.

Project Kick-Off Meeting

Consultant shall develop an agenda and materials for a kick-off meeting with City staff to discuss the goals of the project, the role of the Consultant and stakeholders, communication protocol, meeting frequency, progress reporting, scheduling and invoicing, key milestones, and what defines success for this project. A summary of the meeting shall be provided with key action items identified.

Budget & Schedule & Quality Control Plan

Consultant shall manage the project budget and schedule. Consultant shall update the project schedule monthly and coordinate the key action items developed from project team meetings.

Consultant shall develop monthly invoices and progress reports for payment and monitoring of the project schedule and budget. The monthly progress report shall include an updated project schedule that identifies potential issues within the monthly progress report.

Consultant shall plan for and provide Quality Control/Quality Assurance (QC/QA), which consists of documenting the monthly progress report, our process whereby deliverables are checked prior to formal submission, and tracking and filing project-related correspondence and memorandum. The QC/QA Manager shall also monitor and review project activities and deliverable schedules.

Project Team Meetings

Monthly Project Team (PT) status meetings shall occur via telephone, using a the Consultant's conference call phone number, to maintain a regular and consistent communication on upcoming tasks, identifying potential risks and challenges to success. Participation in the monthly meetings is anticipated to include the City Project Manager, the Consultant's team Project Manager, and Task Leads as needed. In addition, Consultant shall budget up to six (6) face to face meetings with the PT team to help support the project.

The Consultant shall develop the agenda and prepare a summary of monthly meeting notes. The meeting notes shall not exceed two pages, and shall include a defined list of decisions, actions, and responsible party. The anticipated duration of this project is assumed to be 6 months.

Deliverables:

- *Kick-off Meeting Attendance and Notes*
- *Budget and Schedule, Invoices, Progress Reports (6 Invoices)*
- *Monthly PM Status Meeting and Meeting Notes (6 Meetings)*
- *QA/QC documentation*

Task 2: Document Review:

Consultant shall review the following local City planning efforts:

- Goleta General Plan / Coastal Land Use Plan, Transportation Element, September 2006
- Goleta Bicycle / Pedestrian Master Plan (2018)
- Goleta Complete Streets Policy
- Goleta Non-Motorized Transportation Plan
- California Systemic Safety Analysis Report Program Guidelines
- California Strategic Highway Safety Plan (SHSP)
- Caltrans Complete Streets Implementation Action Plan 2.0
- Caltrans Complete Intersections
- Caltrans Local Roadway Safety Manual
- Caltrans Local Assistance Procedures Manual (LAPM) with current amendments
- Caltrans Local Assistance Procedures (LPP), with current amendments
- Caltrans Standard Plans, current edition
- U.S. Department of Transportation Systemic Safety Project Selection Tool
- Traffic studies impacting study corridors within the last 10 years (supplied by City)

Consultant shall review City staff's existing knowledge by focusing on identifying collision hot spots and recommendations. Consultant shall also review relevant documents to identify key goals and mandates needed for achieving improved safety and accommodation for people walking and biking. The Consultant shall incorporate information and strategies from the following relevant national and statewide documents:

- US DOT Strategic Agenda for Pedestrian and Bicycle Transportation
- California Transportation Plan 2040
- Caltrans Strategic Management Plan 2015-2020
- Caltrans Smart Mobility Framework
- Caltrans State Bicycle & Pedestrian Plan
- Southern California Association of Governments Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS)
- HSIP and SSARP Program Guidelines
- Caltrans Deputy Directive 64-R2
- Caltrans Smart Mobility Framework Implementation Pilot Study (March 2015)
- Caltrans Complete Intersections (2010)
- Caltrans Complete Streets Implementation Action Plan 2.0
- Local Roadway Safety Manual (LRSM)
- Alternative Treatments for At-Grade Pedestrian Crossings (ITE)
- Bicycle Safety-Related Research Synthesis (FHWA)
- BIKESAFE: Bicycle Safety Guide and Countermeasure Selection System
- Countermeasures That Work (NHTSA)
- Design and Safety of Pedestrian Facilities (ITE)
- NACTO Urban Street Design Guide
- Guide for the Development of Bicycle Facilities (American Association of State Highway and Transportation Officials)
- How to develop a Pedestrian Safety Action Plan (FHWA and Pedestrian & Bicycle Information Center (PBIC))

- Improving Conditions for Bicycling and Walking (US Department of Transportation (USDOT))

Project Goals & Objectives

The Consultant shall develop project goals and objectives considering the Caltrans SSARP Guidelines (February 2016), which recognize that this SSAR is for the City to apply an effective approach for addressing safety issues and to identify safety projects to submit for HSIP funding consideration. The team shall also consider national Toward Zero Deaths Initiative, the California SHSP and other national, state, and regional goals for safety, sustainability, mobility and accessibility, and equity.

The draft goals and objectives shall be discussed with City staff. Based on input received on the draft project goals and objectives, the Consultant shall prepare the final project goals and objectives. Consultant shall prepare a technical memorandum summarizing the results of the plan and policy review, as well as the development of the project goals and objectives.

Deliverables:

- **Summary of documents including traffic studies and City policies that impact traffic safety as a matrix**
- **Draft and Final Plan & Policy Review Technical Memorandum**
- **Draft and Final Project Goals & Objectives Technical Memorandum**

Task 3: Data Collection

The Consultant shall conduct a field review to gain an understanding of the City's roadway network and to collect roadway classification, types of users, travel patterns, roadway width, speed, traffic volumes, curves, and traffic control types. Review of digital imagery such as aerial photography and/or "street view" may be used to supplement but not replace field review. Consultant shall utilize this information to determine priorities and identify where countermeasures can be applied appropriately.

Utilizing the services of Crossroads, Consultant shall collect readily available collision data on the study corridors for all crash types including vehicle, bicycle, and pedestrian involved. The most recent set of five-year collision data shall be used for trend analysis for development of the SSARP.

Average daily traffic volumes shall be collected from existing data sources provided by the City including recent traffic studies. The Consultant shall compile traffic counts into a GIS database and shall associate roadway links with their historical traffic volumes. The City of Goleta Travel Demand Model shall be used to assign volume assumptions to roadways that have no recent count information. Smaller roadways shall be assigned a default volume assumption according to their functional classification and nearby counts.

Additional counts shall be conducted in coordination with City staff to fill in any critical missing roadways up to the proposed count budget.

Deliverables:

- **Summary of Data Collection**
- **Summary of ADT data in GIS and tabular format**

Task 4: Collision and Roadway Data Analysis

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Subconsultant shall implement a data-driven approach to analyze crash patterns and trends in the City using the SWITRS dataset. Since SWITRS requires at least a year to process the latest data submitted by law enforcement, Crossroads shall construct a dataset using the 2017 data reported by the Police Department. Crossroads shall prepare descriptive statistics providing cross-tabulations on the number of collisions with a focus on injury (severe and non-severe) and fatality totals. Crossroads shall also study correlations between collisions with other environmental variables captured in the SWITRS reports such as the time of day, weather, roadway conditions, and behavioral factors. This data shall be included in a point-based Shapefile (GIS), which shall be used to create a map displaying the location of each collision. The historical data shall be used to derive collision risk factors for the entire network.

Crossroads shall extract a subset of the data to supplement the SWITRS data analysis with actual police department reports if available from City or police department sources. The reports shall be used in field audits of the collision scene to help the analysis further understand how the data is compiled and highlight any possible details that could be lost, as the records across the state are standardized into the SWITRS dataset format. Crossroads assume a review of up to 5 collision records from local police departments that reference the unique Case ID value in the SWITRS dataset.

Roadway Analysis

Once the collision locations in the SWITRS dataset has been mapped in GIS, Consultant shall explore how the collisions are related spatially with respect to the roadway characteristics and data attributes such as traffic volume and intersection control. Additionally, Consultant shall add other GIS layers to study spatial relationships between collisions at bikeway facilities, transit routes and facilities, sidewalk conditions and pedestrian activity centers such as schools and public institutions.

Once Consultant shall create a point-based shapefile (GIS) of each collision location from the SWITRS dataset, Consultant shall use a spatial join in GIS to intersect the locations with the network. The intersection between the two layers shall allow us to classify each collision by network attributes such as the classification, number of lanes and Average Annual Daily Traffic (AADT). Using the network and a local roadway shapefile, Consultant shall create a system of nodes to classify intersection by type (signalized or unsignalized and by size – small, medium, or large). Where collision locations are not located at a node, Consultant shall focus on collisions at mid-block locations and cross check the SWITRS dataset to understand the nature and potential causes of crashes. Consultant shall conduct a city-wide network screening process to establish critical crash rate thresholds that are typical within the city and to highlight intersections and roadway segments where crash activity is either higher than expected for the facility type and traffic volume or where the types of crashes have an unusual pattern that might help to identify a clear causal factor.

Consultant shall maintain geometric information for the roadways (length, posted speed, travel lanes, etc.) using the network shapefile. With the aid of publicly available or City provided aerial photography, Consultant shall observe and verify on the ground conditions. The roadway characteristics coded in the network shall be used in the spatial analysis to help identify risk factors for collisions. Additionally, Consultant shall overlay the collision locations with other spatial layers to better understand how collisions are related to other transportation network facilities, as well as land use and demographic datasets.

Issues Identification

Consultant shall identify collision risk factors at a systemic level based on the data analysis and methods in the above tasks. Focusing on locations with the clearest patterns shall likely lead the team to a set of countermeasures that can be implemented at other locations throughout the City where similar roadway characteristics exist, regardless of collision history. Consultant shall synthesize the data into collision rates that indicate whether the incidence of collision types and severity have a correlation with:

- Roadway characteristics such as the intersection type, pavement conditions, and geometrics
- Temporal characteristics such as the day of week, time of day, and seasonality
- Behavioral characteristics such as forms of impairment, distraction, traffic violation factors, vehicular operations, and pedestrian movements
- Proximity to transit, active transportation facilities and activity centers
- Socioeconomic indicators stratified by population levels, income, age, and access to an automobile

Consultant shall use data visualizations to convey technical findings to a wide variety of audiences. Due to the spatial nature of collision analysis, Consultant shall leverage GIS effectively to help both technical and non-technical staff to understand important trends and patterns that could be driving collision rates. Consultant shall develop infographics and summary charts and tables that allow users to quickly drill-down into the data.

Based on the crash data and roadway analysis, Consultant shall develop a risk factor analysis that ranks locations for the potential for crashes with factors in addition to crashes. The risk factor analysis is a critical component to proactively identify sites for improvement as part of a systemic approach. The risk factor analysis shall be statistically validated by the crash data and roadway analysis input and presented to the PDT for review and acceptance.

The risk factor analysis shall be used to identify key safety issues that need to be addressed by displaying the disaggregated data for technical staff, public officials, and the public.

Deliverables:

- Traffic Count Data Collection Sheets
- Collision Data Summary Tables
- Draft and Final Crash Analysis and GIS Crash Data Layer (raw & post-processed)
- Draft and Final Roadway Analysis
- Draft and Final Issues Identification

Task 5: Countermeasure Selection

A toolbox of countermeasures aimed at protecting pedestrians shall be developed along with a decision tree to match pedestrian crash types and roadway characteristics with a shortlist of the most likely countermeasures for a given local or systematic issue. The toolbox shall also provide planning level cost assumptions for the countermeasures along with their most up-to-date crash modification factors to simplify the process of determining which measure would be the most cost-effective.

The countermeasure evaluation process shall be applied to the locations visited in Task 6 to identify the project alternatives that would provide the greatest safety benefit.

Infrastructure Recommendations

Based on the common geometric, operational, or other trends identified from the crash analysis, countermeasures shall be identified for potential implementation with nationally documented CMFs. Lower cost improvements addressing documented safety needs shall be prioritized to align with goals for high benefit/cost (B/C) ratios. Additionally, a summary matrix shall consider additional criteria for potential use such as ease of implementation, cost, and potential community impacts.

The Caltrans LRSM and FHWA CMF Clearinghouse website shall be used to identify the most appropriate countermeasures to mitigate specific crash types. A preliminary list of potential countermeasures shall be developed based on the Caltrans LRSM to address active transportation safety issues.

Where the Caltrans LRSM nor FHWA CMF Clearinghouse do not include countermeasures applicable to address countermeasures for Santa Barbara County-specific trends, the Consultant shall supplement the list with additional infrastructure solutions. Where additional countermeasures are identified, a CMF shall be approximated based on comparison to other countermeasures and our engineering judgement. The study shall note if additional countermeasures are identified but are not eligible in Caltrans' local HSIP calls for projects.

After the countermeasures are selected for specific issues, the process shall be defined on how agencies shall use a Project Selection Decision Tree for the highest scoring locations in the risk factor analysis. The Project Selection Decision Tree shall be developed to define the procedure for agencies to select projects.

Non-Infrastructure Recommendations

Using the data analysis from previous tasks and our experience with national best practices and knowledge of local non-infrastructure counter measures, Consultant shall identify a list of non-infrastructure counter measures for the City that shall include strategies for reducing crashes through education, enforcement and/or emergency response. A technical memorandum shall be provided that summarizes the background information, specific counter measures, implementation strategies and anticipated effectiveness of the non-infrastructure recommendations.

Prioritization Process

The Consultant shall work with the City to develop a prioritization process. The prioritization process shall create separate categories for different funding sources and/or facility types, different timeframes (short, medium or long term) and use anticipated crash reduction, benefit/cost or other similar factors. After receiving initial direction from the City on the prioritization process, Consultant shall develop a technical memorandum summarizing the proposed prioritization process. The prioritization process shall be revised to incorporate City comments prior to creating the preliminary prioritized list. The memorandum shall be updated to include the prioritization process and the prioritized list of projects.

Within the prioritization, the Consultant shall prepare a unit cost estimate for application of each of the countermeasures including estimated project development, administration, environmental, right-of-way, and construction costs. The Consultant shall utilize the Template for Detailed Engineer's Estimate and Cost Breakdown by Countermeasure included on the HSIP application website.

Deliverables:

- Countermeasures toolbox (spreadsheet based)
- Technical memorandum: Countermeasure Selection Users Guide
- Draft and Final Project Prioritization Summary Memorandum

Task 6: Develop Safety Projects

Consultant shall conduct a benefit/cost analysis for project alternatives to generate a list of project recommendations. The number of project recommendations shall be dependent on the crash patterns and location selected for project template development. The benefits shall be associated with the cost to society of crashes that would be prevented by the project, while the cost would be a planning level estimate of the construction and maintenance for the project over a 20-year life span. This benefit/cost approach is designed to support future grant applications for HSIP and SB 1 funding as well as other competitive programs. The Benefit-Cost analysis shall be compatible with CalB/C to aid future work on grant applications.

Template Project Sheets

As the SSAR is a systemic study, template project sheets shall be developed at up to ten representative locations to provide benefit, costs, and B/C ratios to better support future agency grant applications under the HSIP program. Consultant shall work with City staff and the PDT to develop five example locations before developing the template project sheets. Additionally, the Consultant shall provide examples of prioritization criteria.

The Consultant shall work with the PDT to identify opportunities for project specific implementation, develop an action plan, and provide guidance for securing funding to address recommendations and achieve the goals and objectives identified for the SSAR.

Deliverables:

- Technical memorandum: Benefit / Cost Analysis and Recommended Project List
- Draft and Final Ten Template Project Sheets

Task 7: Stakeholder and Public Involvement**City Council Meetings**

Four meetings shall occur with the City Council including:

- #1 – Consultant contracting
- #2 – Draft Systematic Safety Analysis Report
- #3 – Revised Systematic Safety Analysis Report
- #4 – Systematic Safety Analysis Report Adoption

These meetings shall be open to and advertised to the public and shall provide a forum for interested party input.

Public Workshops

Two public workshops shall be held as part of this project. The first workshop shall be held concurrently with the network screening process to collect information from the public on locations and traffic conditions that they feel are unsafe that they would like this study to address. Their input shall be documented and considered as part of the site selection process in Task 6. The second workshop shall occur once the sites have been selected and an initial investigation has been conducted into the crash history and potential crash patterns. The workshop would have

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two components. The first would be to discuss the high-level project findings, the site selection process, and an overview of what Consultant shall be looking for at the selected sites to determine potential projects to recommend. The second component would be a guided tour of the selected sites with City staff, law enforcement, and interested members of the public. The optimal group size for the field review would be 12 or less. If more people wish to attend, it may be necessary to divide the field visit into two groups.

Task 8: Final SSAR Report

The results of prior tasks shall be incorporated into an administrative draft report for review by the City, then a draft report for review by the PDT. The report shall outline the process for developing the SSAR and the recommendations. The report shall be responsive to and address the City's Vision Zero goals. As required by the grant guidelines, the SSAR shall include an executive summary, engineer's seal and signature, and protection of data from discovery and admissions and in accordance with the Caltrans SSARP Guidelines:

- Executive Summary
- Engineer's Seal
- Introduction
- Statement of Protection of Data from Discovery and Admissions
- Safety Data Utilized (Collision, Volume, Roadway)
- Data Analysis Techniques and Results
- Highest Occurring Collision Types
- High-Risk Corridors and Intersections (Collision History and Roadway Characteristics)
- Countermeasures Identified to Address the Safety Issues
- Viable Project Scopes and Prioritized List of Safety Projects
- Attachments and Supporting Documentation

The Consultant shall revise the draft based on comments compiled and provided by City staff. The final report shall be distributed to the PDT, with a presentation summarizing the report.

Based on the final report, the Consultant shall develop a summary presentation that details the process for developing the SSAR, the recommendations, next steps, and call to action.

The Consultant shall develop a QC/QA checklist specifically for all project deliverables on this project that shall be completed by an internal independent reviewer and included with the draft and final report submittal.

Deliverables:

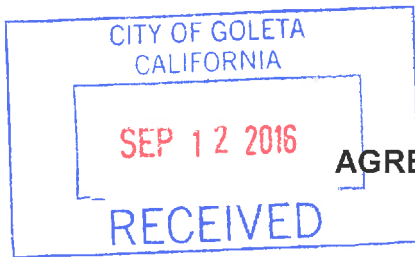
- Draft Systematic Safety Analysis Report
- Response to comments
- Final Systematic Safety Analysis Report

**EXHIBIT B
SCHEDULE OF FEES**

Classification	Direct Rate	Billing Rate/Loaded Rate
Mike Colety – QA/QC Sr. Prof. II	\$79.34	\$259.63
Jean Fares – Principal in Charge Sr. Prof. II	\$84.62	\$276.90
Jason Melchor – Project Manager Sr. Prof. I	\$62.26	\$203.73
Darryl dePencier – Professsional II	\$49.04	\$160.47
Chelsey Cooper – Professional I	\$40.64	\$132.99
Yiota Georgalis – Professional I	\$37.26	\$121.93
Analyst	\$34.44	\$112.70
Project Support	\$44.00	\$143.98
Admin	\$29.94	\$97.97

Attachment 16

Stantec Agreement No. 2016-117 and Amendments 1 to 3 (available online only)



Agreement No. 2016-117
City of Goleta, California

Project Name: On Call Traffic Engineering Services

**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 12th 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.

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

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

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

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

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

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

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

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

11. RELATION OF THE PARTIES

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

12. CORRECTIONS

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

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 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

a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. NONDISCRIMINATION

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

22. TAXPAYER IDENTIFICATION NUMBER

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

23. NON-APPROPRIATION OF FUNDS

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

24. MODIFICATION OF AGREEMENT

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

25. USE OF THE TERM "CITY"

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

26. PERMITS AND LICENSES

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

27. CAPTIONS

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

28. AUTHORIZATION

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

29. ENTIRE AGREEMENT BETWEEN PARTIES

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


30. PARTIAL INVALIDITY


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


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 CONSULTANT: Derek Rapp, T.E., Principal
Attn: Stantec Consulting Services Inc.
111 East Victoria Street
Santa Barbara, CA 93101-2018

CONSULTANT


Derek Rapp, T.E., Principal


Deborah Lopez, City Clerk


Hady Izadpanah, Senior Principal


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	\$60	Entry-level position <input type="checkbox"/> Works under the supervision of a senior professional <input type="checkbox"/> Recent graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, less than four years' experience												
2	\$68													
3	\$75	Junior Level position <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years' experience												
4	\$84													
5	\$92													
6	\$101	Fully Qualified Professional Position <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years' experience												
7	\$109													
8	\$118													
9	\$127	First Level Supervisor or first complete Level of Specialization <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment <input type="checkbox"/> Graduate from an appropriate postsecondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine years' experience												
10	\$137													
11	\$146													
		Highly Specialized Technical Professional or Supervisor of groups of professionals <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short and long range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years' experience with extensive, broad experience												
12	\$161													
13	\$173													
14	\$186													
		Senior Level Consultant or Management <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate postsecondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years' experience with extensive experience												
15	\$176													
16	\$216													
17	\$232													
		Senior Level Management under review by Vice President or higher <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Responsible for long range planning within a specific area of practice or region <input type="checkbox"/> Makes decisions which are far reaching and limited only by objectives and policies of the organization <input type="checkbox"/> Plans/approves projects requiring significant human resources or capital investment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, fifteen years' experience with extensive professional and management experience												
18	\$294													
19	\$316													
20	\$355													
21	\$381													
Survey Crews		<table> <tr> <th>Crew Size</th><th>Regular Rate</th><th>Overtime Rate</th></tr> <tr> <td>1-Person</td><td>\$210</td><td>\$250</td></tr> <tr> <td>2-Person</td><td>\$265</td><td>\$370</td></tr> <tr> <td>3-Person</td><td>\$395</td><td>\$520</td></tr> </table>	Crew Size	Regular Rate	Overtime Rate	1-Person	\$210	\$250	2-Person	\$265	\$370	3-Person	\$395	\$520
Crew Size	Regular Rate	Overtime Rate												
1-Person	\$210	\$250												
2-Person	\$265	\$370												
3-Person	\$395	\$520												

1-13-2016 B/C2016

**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

**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.

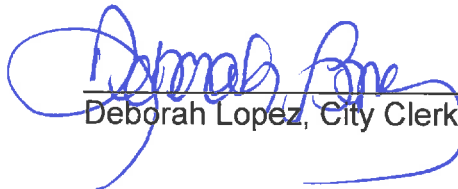
CITY OF GOLETA



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

SCHEDULE OF BILLING RATES – 2018																		
Billing Level	Hourly Rate	Description																
3	\$86	Junior Level Position																
4	\$95	<input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods and techniques																
5	\$103	<input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years' experience																
6	\$113	Fully Qualified Professional Position																
7	\$121	<input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession																
8	\$130	<input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years' experience																
9	\$135	First Level Supervisor or First Complete Level of Specialization																
10	\$145	<input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs																
11	\$156	<input type="checkbox"/> Adapts established guidelines as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine years' experience																
12	\$170	Highly Specialized Technical Professional or Supervisor of Groups of Professionals																
13	\$182	<input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short and long range planning to ensure the achievement of objectives																
14	\$195	<input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years' experience with extensive, broad experience																
15	\$205	Senior Level Consultant or Management																
16	\$225	<input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation																
17	\$240	<input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years' experience with extensive experience																
18	\$292	Senior Level Management under review by Vice President or higher																
19	\$317	<input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Responsible for long range planning within a specific area of practice or region																
20	\$353	<input type="checkbox"/> Makes decisions which are far reaching and limited only by objectives and policies of the organization <input type="checkbox"/> Plans/approves projects requiring significant human resources or capital investment																
21	\$389	<input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, fifteen years' experience with extensive professional and management experience																
<table><tr><th>SURVEY CREWS</th><th>Crew Size</th><th>Regular Rate</th><th>Overtime Rate</th></tr><tr><td></td><td>1-Person</td><td>\$210</td><td>\$250</td></tr><tr><td></td><td>2-Person</td><td>\$285</td><td>\$370</td></tr><tr><td></td><td>3-Person</td><td>\$395</td><td>\$520</td></tr></table>			SURVEY CREWS	Crew Size	Regular Rate	Overtime Rate		1-Person	\$210	\$250		2-Person	\$285	\$370		3-Person	\$395	\$520
SURVEY CREWS	Crew Size	Regular Rate	Overtime Rate															
	1-Person	\$210	\$250															
	2-Person	\$285	\$370															
	3-Person	\$395	\$520															

**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 18th 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 18th 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 delete 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	\$102	Junior Level Position <ul style="list-style-type: none">Independently carries out assignments of limited scope using standard procedures, methods and techniquesAssists senior staff in carrying out more advanced proceduresCompleted work is reviewed for feasibility and soundness of judgmentGraduate from an appropriate post-secondary program or equivalentGenerally, one to three years' experience													
4	\$107														
5	\$121														
6	\$126	Fully Qualified Professional Position <ul style="list-style-type: none">Carries out assignments requiring general familiarity within a broad field of the respective professionMakes decisions by using a combination of standard methods and techniquesActively participates in planning to ensure the achievement of objectivesWorks independently to interpret information and resolve difficultiesGraduate from an appropriate post-secondary program, with credentials or equivalentGenerally, three to six years' experience													
7	\$137														
8	\$142														
9	\$152	First Level Supervisor or First Complete Level of Specialization <ul style="list-style-type: none">Provides applied professional knowledge and initiative in planning and coordinating work programsAdapts established guidelines as necessary to address unusual issuesDecisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgmentGraduate from an appropriate post-secondary program, with credentials or equivalentGenerally, five to nine years' experience													
10	\$158														
11	\$168														
12	\$177	Highly Specialized Technical Professional or Supervisor of Groups of Professionals <ul style="list-style-type: none">Provides multi-discipline knowledge to deliver innovative solutions in related field of expertiseParticipates in short and long range planning to ensure the achievement of objectivesMakes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expendituresReviews and evaluates technical workGraduate from an appropriate post-secondary program, with credentials or equivalentGenerally, ten to fifteen years' experience with extensive, broad experience													
13	\$185														
14	\$201														
15	\$211	Senior Level Consultant or Management <ul style="list-style-type: none">Recognized as an authority in a specific field with qualifications of significant valueProvides multi-discipline knowledge to deliver innovative solutions in related field of expertiseIndependently conceives programs and problems for investigationParticipates in discussions to ensure the achievement of program and/or project objectivesMakes responsible decisions on expenditures, including large sums or implementation of major programs and/or projectsGraduate from an appropriate post-secondary program, with credentials or equivalentGenerally, more than twelve years' experience with extensive experience													
16	\$225														
17	\$249														
18	\$262	Senior Level Management under review by Vice President or higher <ul style="list-style-type: none">Recognized as an authority in a specific field with qualifications of significant valueResponsible for long range planning within a specific area of practice or regionMakes decisions which are far reaching and limited only by objectives and policies of the organizationPlans/approves projects requiring significant human resources or capital investmentGraduate from an appropriate post-secondary program, with credentials or equivalentGenerally, fifteen years' experience with extensive professional and management experience													
19	\$277														
20	\$293														
21	\$309														
<table><tr><th rowspan="4">SURVEY CREWS</th><th>Crew Size</th><th>Regular Rate</th><th>Overtime Rate</th></tr><tr><td>1-Person</td><td>\$190</td><td>\$220</td></tr><tr><td>2-Person</td><td>\$285</td><td>\$375</td></tr><tr><td>3-Person</td><td>\$375</td><td>\$500</td></tr></table>			SURVEY CREWS	Crew Size	Regular Rate	Overtime Rate	1-Person	\$190	\$220	2-Person	\$285	\$375	3-Person	\$375	\$500
SURVEY CREWS	Crew Size	Regular Rate		Overtime Rate											
	1-Person	\$190		\$220											
	2-Person	\$285		\$375											
	3-Person	\$375	\$500												

Attachment 17

Beacon Integrated Professional Resources, Inc. dba Hamner, Jewell & Associates
Agreement No. 2017-037 and Amendments 1 to 2 (available online only)

Project Name: On Call Services Acquisition and
Real Estate Services

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
BETWEEN THE CITY OF GOLETA
AND
BEACON INTEGRATED PROFESSIONAL RESOURCES, INC.
dba HAMNER, JEWELL & ASSOCIATES**

This **AGREEMENT FOR PROFESSIONAL DESIGN SERVICES** (herein referred to as "AGREEMENT") is made and entered into this 20th day of June, 2017, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **BEACON INTEGRATED PROFESSIONAL RESOURCES, INC. dba HAMNER, JEWELL & ASSOCIATES**, (herein referred to as "CONSULTANT").

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

WHEREAS, CONSULTANT was recommended for award by the Public Works Director based on experience and knowledge of right of way (ROW) from other current Capital Improvement Program projects; and

WHEREAS, CONSULTANT was selected for award of this AGREEMENT after a Request for Qualifications; and

WHEREAS, the City Council, on this 20th day of June, 2017, approved this AGREEMENT and authorized the City Manager to execute this 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 on-call right of way acquisition and related real estate services in conjunction with Capital Improvement Program projects. Services shall generally include consultations and services associated with planning, budgeting, and implementing projects that may involve the purchase of

property rights, including but not limited to obtaining title reports and appraisals, preparing and presenting purchase offers on behalf of the City, and handling the processing of real property purchase transactions through closure and recordation.

CONSULTANT shall obtain appraisals in accordance with the Government Code and eminent domain requirements and prepare offer packages based upon the appraisal for presentation to each involved property owner. The offer packages shall include an offer letter, Appraisal Summary Statement, proposed Right of Way Agreement and Deed. These documents shall be presented to the City of Goleta Project Manager, as described in section 5 for review and pre-approval prior to presenting offers to property owners.

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 \$65,000 (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, 2018, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

6. TERM, PROGRESS AND COMPLETION

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

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by 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 the agreement following the notice to proceed.

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. Lillian D. Jewell and Cathy Springford are deemed to be specially experienced and are key members of CONSULTANT's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. These key personnel 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. CONSULTANT must not subcontract any of the services described in Section 2 without CITY's prior consent in writing. This AGREEMENT is not assignable by CONSULTANT without City's prior consent in writing.

City of Goleta
PWD agreement with Hamner, Jewell & Associates
Page 3 of 11

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

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 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

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

16. WAIVER; REMEDIES CUMULATIVE

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

a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. TAXPAYER IDENTIFICATION NUMBER

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

22. NON-APPROPRIATION OF FUNDS

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

23. MODIFICATION OF AGREEMENT

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

24. USE OF THE TERM "CITY"

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

25. PERMITS AND LICENSES

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

26. CAPTIONS

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

27. AUTHORIZATION

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

28. ENTIRE AGREEMENT BETWEEN PARTIES

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

29. PARTIAL INVALIDITY

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

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 CONSULTANT: Attention: Lillian D. Jewell
Hamner, Jewell & Associates
530 Paulding, Suite A
Arroyo Grande, CA 93420

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Exhibit A
Schedule of Fees

Managing Senior Associate	\$180/ Hr.
Senior Associate II	\$160/ Hr.
Senior Associate I	\$130/ Hr.
Associates II	\$110/ Hr.
Associates I	\$ 95/ Hr.
Assistants	\$ 80/ Hr.

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

Such third-party expenses may include, but are not limited to, such costs as moving bid fees, title and escrow company charges, and appraisal fees with appropriate supporting documentation for reference.

All third-party expenses will be billed to the client at cost plus 10%, with appropriate invoices or other appropriate documentation provided for reference. Mileage and travel costs will be passed through without mark-up.

**AMENDMENT NO. 1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
BEACON INTEGRATED PROFESSIONAL RESOURCES, INC.
dba HAMNER, JEWELL & ASSOCIATES**

This Amendment No. 1 to the **AGREEMENT FOR PROFESSIONAL SERVICES** (herein referred to as "AGREEMENT"), by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **BEACON INTEGRATED PROFESSIONAL RESOURCES, INC. dba HAMNER, JEWELL & ASSOCIATES**, (a California Corporation) (herein referred to as "CONSULTANT") dated June 20, 2017, ("Agreement," Agreement No. 2017-037) is made and entered into this 19th day of June, 2018.

RECITALS

WHEREAS, under the Agreement, Consultant has provided the City with right of way acquisition and related real estate services in conjunction with Capital Improvement Program projects; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed sixty-five thousand dollars (\$65,000); and

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

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

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

WHEREAS, the parties desire to amend Exhibit B of the Agreement to identify a rate increase; and

WHEREAS, the City Council approved this Amendment No. 1, on this 19th day of June, 2018.

AMENDED TERMS

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

1. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term to June 30, 2019 to read in its entirety.

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

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


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

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

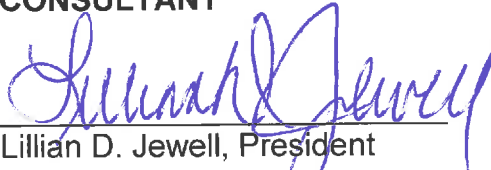
3. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

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

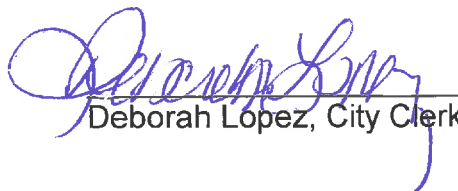
CITY OF GOLETA

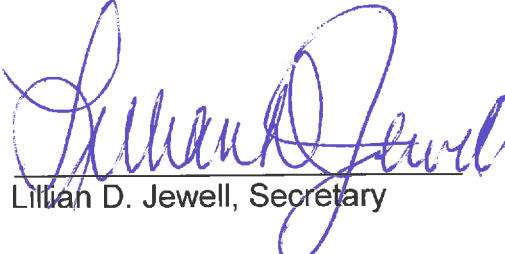

Michelle Greene, City Manager

CONSULTANT


Lillian D. Jewell, President

ATTEST:


Deborah Lopez, City Clerk


Lillian D. Jewell, Secretary

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney

**EXHIBIT B-1
SCHEDULE OF FEES**

Managing Senior Associate	\$225 an hour
Senior Associate II/Project Manager	\$165 an hour
Senior Right of Way Associate I	\$135 an hour
Right of Way Associates II	\$115 an hour
Right of Way Associates I	\$98 an hour
Project Coordinator/Quality Control	\$98 an hour
Transaction/Escrow Coordinators	\$85 an hour
Assistants/Clerical Staff	\$45 an hour

**AMENDMENT NO. 2
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
BEACON INTEGRATED PROFESSIONAL RESOURCES, INC.
dba HAMNER, JEWELL & ASSOCIATES**

This **Amendment No. 2** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **BEACON INTEGRATED PROFESSIONAL RESOURCES, INC. dba HAMNER, JEWELL & ASSOCIATES**, (a California Corporation) (herein referred to as "CONSULTANT") dated June 20, 2017, ("Agreement," Agreement No. 2017-037) is made and entered into this 4th day of June, 2019.

WHEREAS, this Agreement is for the right of way acquisition and related real estate services in conjunction with Capital Improvement Program projects and contains a total not-to-exceed amount of \$65,000; and

WHEREAS, on June 19, 2018, the Agreement was amended so as to extend the termination date to June 30, 2019 ("Amendment No.1"); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation of fifteen thousand dollars (\$15,000); 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, 2020; and

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

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

WHEREAS, the City Council approved this Amendment No. 2, on this 4th day of June, 2019.

AMENDED TERMS

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

1. **Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$15,000 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 \$80,000 (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, 2020, 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.

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

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


3. **Section 31. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES** of the Agreement is added to include counterparts and electronic/facsimile signatures as follows:

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


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

In concurrence and witness whereof, this Amendment No. 2 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

CONSULTANT


Lillian D. Jewell, President


Lillian D. Jewell, Secretary

APPROVED AS TO FORM


Winnie Cai, Assistant City Attorney

Hamner Jewell (001190)

Budget vs Expenses

2017-037 July 3, 2017
 2017-037 June 19, 2018
 2017-037.1 June 30, 2019

\$65,000

Contract Termination: June 30, 2018
 Contract Termination: June 30, 2019

PO	Project	Project	Amount ordered	Amount Receipted	Contract Authority
17CP023A		9007 San Jose Creek	\$ 13,875.29	\$ 11,196.25	\$53,803.75
17CP024		9082 Magnolia	\$ 12,500.00	\$ 183.75	\$53,620.00
18CP001		5500 SJC ER	\$ 11,350.00	\$ 4,042.00	\$49,578.00
18CP011		9025 Fire Station 10	\$ 3,486.00	\$ 1,684.60	\$47,893.40
18CP019		9025 Fire Station 10	\$ -	\$ -	\$47,893.40
19CP014		9045 Calle Real Roundabout	\$ -	\$ -	\$47,893.40
19CP014A		9045 Calle Real Roundabout	\$ 9,500.00	\$ 7,860.25	\$40,033.15
19CP016		9007 San Jose Creek	\$ 7,679.04	\$ 4,415.14	\$35,618.01
19CP036		9045 Calle Real Roundabout	\$ 7,500.00		\$43,118.01
		Total		\$ 36,881.99	
				Remaining Contract Authority as of 6/3/19	\$28,118.01