



TO: Mayor and Council members

FROM: Charles W. Ebeling, Public Works Director

CONTACT: James Campero, Deputy Public Works Director

SUBJECT: Professional Services Agreement with COM3 Consulting, Inc. for Project Management Services for Various Engineering and CIP Projects

RECOMMENDATION:

- A. Authorize the City Manager to execute a Professional Services Agreement with COM3 Consulting, Inc. for Project Management Services for various Engineering and CIP projects for a total not-to-exceed amount of \$150,000, with a termination date of June 30, 2021; and
- B. Authorize an additional appropriation of \$50,000 from the General Fund unassigned fund balance to the Engineering and Capital Improvement Program Professional Services account.

BACKGROUND:

The Public Works Department (Public Works) has contracted for on-call engineering and professional services since incorporation in 2002. Public Works establishes a pre-authorized qualified consultants list to provide these on-call engineering and professional services. This is done through the Request for Qualifications (RFQ) selection process in accordance with the City's Municipal Code. On August 8, 2019, Public Works issued an RFQ to provide professional services for the following disciplines:

- Project Management
- Engineering
- Geotechnical Engineering and Material Testing
- Traffic Engineer
- Surveying
- Landscape Design
- Environmental Planning and Permitting
- Development Review
- Construction Management
- Right-of-Way Services

Following staff review of the submitted Statement of Qualifications (SOQs), a list of pre-authorized qualified consultants was established and approved by City Council on December 3, 2019. By establishing a pre-authorized qualified consultant list for various professional services with multiple firms, the City can maximize flexibility and expedite needed services. It also eliminates the need for multiple RFQs to be released each time these professional services are needed by the City.

DISCUSSION:

Public Works has a significant amount of high priority engineering and Capital Improvement Program (CIP) projects with upcoming grant funding deadlines. A majority of these projects are moving into the final design and construction phases of the project delivery process, which are the most labor intensive and time sensitive phases of a project. The workload associated with these projects is more than current Engineering and CIP division staff can manage, therefore additional project management assistance is needed.

COM3 Consulting, Inc. (COM3) was selected from the City's approved pre-authorized qualified consultant list to provide project management support services. COM3 is qualified to perform the work and is currently providing project management services for the Ekwil Street & Fowler Road Extension Project, the Hollister Avenue Bridge Project, and the San Jose Creek Emergency Channel Repair Project. City staff requested a scope of work to provide project management services for the following list of projects, all of which were approved by the City Council as priority projects for the 2020/21 fiscal year:

- Fairview Avenue/US 101 Intersection Sidewalk Infill (CIP Project 9070)– Construction oversight, management, public outreach coordination, and project closeout.
- Rectangular Rapid Flashing Beacons (RRFB) Improvements at School Crosswalks (CIP Project 9088)– Finalize design, advertise for construction bids, construction management, public outreach coordination, and project closeout.
- Crosswalks at Calle Real/Fairview Center (CIP Project 9099)– Pedestrian Hybrid Beacon (PHB) – Consultant selection, award and execute design agreement, initiate and finalize design, advertise and award construction, construction management, public outreach coordination, and project closeout.
- Annual Pavement Rehabilitation Project - Initiate and finalize design, advertise and award construction, construction management, public outreach coordination, and project closeout.
- Project management assistance for various engineering and CIP related work efforts.

COM3 has proposed to use Debbie Talarico to provide these services. Debbie has over 20 years of civil engineering experience and most recently worked for the City of Carpinteria as a Project Engineer working on several engineering and CIP Projects. City staff have reviewed and agree with the proposed scope of work and project manager,

therefore staff is recommending the City Council award and authorize the City Manager to execute a Professional Services Agreement with COM3 Consulting, Inc. for project management service for a total not-to-exceed amount of \$150,000 with a termination date of June 30, 2021 (Attachment 1).

FISCAL IMPACTS:

Approximately \$100,000 of the proposed \$150,000 professional services agreement will be funded by various Engineering and CIP division projects. However, staff are requesting an additional appropriation of \$50,000 from the General Fund unassigned fund balance for project management assistance for various engineering and CIP related work efforts not billable to projects. The following table shows the various FY 2020/21 engineering and CIP project accounts, available budget amounts, proposed agreement amounts, and the requested appropriations:

Account	Fund Type	COM3 Agreement Amounts	Available Budget	Additional Appropriation
205-90-9099-57070	Measure A	\$ 20,000	\$ 84,620	\$ 0
205-90-9099-57071	Measure A	\$ 20,000	\$ 40,000	\$ 0
205-50-5800-51073	Measure A	\$ 40,000	\$ 300,000	\$ 0
101-50-5800-51071	General Fund	\$ 20,000	\$ 150,000	\$ 0
101-50-5200-51200	General Fund	\$ 25,000	\$ 0 *	\$ 25,000
101-50-5500-51200	General Fund	\$ 25,000	\$ 0 *	\$ 25,000
Total		\$ 150,000		\$ 50,000

*FY 20/21 budget minus existing and/or proposed encumbrances

Approximately \$7.9 million is available from the General Fund's Unassigned Fund Balance for FY 20/21. Appropriating \$50,000 for this project can be supported by the General Fund.

ALTERNATIVES:

The City Council may elect to not approve the agreement with COM3 Consulting, Inc. to provide professional project management services. Doing so could cause delays in the management and delivery of engineering and CIP projects, and may jeopardize grant funding for various projects.

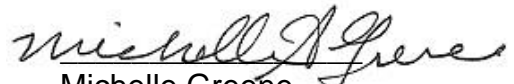
Reviewed By:


Kristine Schmidt
Assistant City Manager

Legal Review By:


Michael Jenkins
City Attorney

Approved By:


Michelle Greene
City Manager

ATTACHMENTS:

1. Agreement for Professional Design Services between the City of Goleta and COM3 Consulting, Inc.

ATTACHMENT 1

Agreement for Professional Services between the City of
Goleta and COM3 Consulting Inc.

Project Name: Various CIP Projects

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
COM3 CONSULTING, INC.**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 20th day of October, 2020, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and COM3 Consulting, Inc. (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional services for project management support services for various Capital Improvement Program Projects; 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 3.05.260 by an evaluation process of proposals received from the pre-authorized qualified consultant list; and

WHEREAS, the City Council, on this 20th day of October, 2020, 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 Project Management Services in conjunction with assigned various Capital Improvement Program (CIP) projects. Services shall generally include professional project management services as more particularly set forth in the Scope of Work, attached as Exhibit "A", and incorporated herein.

3. COMPENSATION AND PAYMENT

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$150,000 (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, 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.

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 Campero. 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, 2021, 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. Deborah Talarico 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 general 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.

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. October 2018), 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: Gerald Comati, President
COM3 Consulting, Inc.
1943 Grand Avenue
Santa Barbara, CA 93103

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

Michelle Greene, City Manager


CONSULTANT

DocuSigned by:

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Gerald Comati, President

ATTEST

Deborah Lopez, City Clerk

DocuSigned by:

FC85D7FBB8914E5...

Gerald Comati, Chief Financial Officer

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:

A1BF8F896161498...

Winnie Cai, Assistant City Attorney

EXHIBIT A Scope of Work

COM3 Consulting, Inc.

October 2020

Project Management Assistance for various CIP Projects:

Consultant will provide the following services:

- Provide continuous interface with City staff regarding projects.
- Coordinate with engineering consultants.
- Coordinate with other agencies.
- Provide technical review and comment of consultant deliverables.
- Development/maintenance of project schedules.
- Prepare bid-packages.
- Track and monitor project costs.
- Track and monitor project funding.
- Prepare grant funding claims as required.
- Prepare Grant Applications.
- Prepare request for proposals (RFPs) for professional services, as required to continue progress of projects.
- Assist with project bidding, response to bidders' questions, bid opening.
- Provide construction oversight services.

Consultant will provide services on the following list of CIP Projects, which may change from time to time.

- 9070 Fairview Avenue / US 101 Intersection Sidewalk Infill – Finalize design, advertise for construction bids, and complete construction.
- 9088 RRFB Improvements at School Crosswalks – Finalize design, advertise for construction bids, and complete construction.
- 9099 Crosswalks at Calle Real / Fairview Center – PHB: Consultant selection, award design agreement, initiate and finalize design, advertise for construction and award a construction contract.
- Annual Pavement Rehabilitation Project: Initiate and finalize design, advertise for construction, and award a construction contract.
- Project management assistance for various CIP related items.

EXHIBIT B

Schedule of Fees

COM3 Consulting, Inc.

October 2020

Name	Title	\$/Hr
Gerald Comati	President	178
Deborah Talarico	Project Manager	108
Various	Administrative Support	50