



Agenda Item A.6
CONSENT CALENDAR
Meeting Date: December 1, 2020

TO: Mayor and Councilmembers

FROM: Charles W. Ebeling, Public Works Director

CONTACT: Gerald Comati, Project Manager

SUBJECT: Agreement with Mark Thomas for the Ekwill Street and Fowler Road Extensions Project (Project No. 9002) and the Hollister Avenue Bridge Project (Project No. 9033)

RECOMMENDATION:

Award and authorize the City Manager to execute a Professional Design Services Agreement with Mark Thomas and Company for the Ekwill Street and Fowler Road Extensions Project and the Hollister Avenue Bridge Project for a total not-to-exceed amount of \$133,000 with a term expiration of December 31, 2021.

BACKGROUND:

The City's Ekwill Street and Fowler Road Extensions Project (Ekwill-Fowler Project) and Hollister Avenue Bridge Project are two projects located in Goleta Old Town that have been in development for a number of years and are considered two of the highest priority transportation projects in the City. The two project locations overlap each other along Hollister Avenue near the Hollister Avenue and State Route 217 intersection. This overlap and the timing of the two federal grants prompted the decision to construct the two projects under a single construction contract and thereby minimize disruption and lane closures along Hollister Avenue during construction.

DISCUSSION:

The design for both the Ekwill-Fowler Project and the Hollister Avenue Bridge Project are 95% complete and staff is planning on advertising the combined project for construction bids in 2021. The combined construction project will amount to the largest public works construction project ever undertaken by the City of Goleta with an estimated cost for the construction phase alone in the order of \$30 million.

The project is very complicated and involves complex construction staging along Hollister Avenue, major structural construction in and over San Jose Creek Channel, a significant amount of utility relocation, and construction of a new roadway through

southern Goleta Old Town. In order to minimize design issues and change orders during construction, Public Works is recommending an independent peer review of the combined final design plans, specifications, and cost estimate prior to advertising the project for construction bids. This will provide a layer of quality assurance and quality control that Public Works staff does not have the resources to provide.

Public Works has selected Mark Thomas and Company, Inc. (Mark Thomas) to perform the design peer review work. Mark Thomas is on the City's pre-authorized qualified consultant list for design services. Public Works staff have worked with Mark Thomas on prior projects and they are qualified to perform design peer review services for the proposed combined City project. Public Works has negotiated and agree with the proposed scope of work; therefore staff is recommending the City Council authorize the City Manager to execute a professional design services agreement with Mark Thomas for the Ekwil-Fowler Project and the Hollister Avenue Bridge Project for a total not-to-exceed amount of \$133,000.

FISCAL IMPACTS:

The cost of the overall design peer review effort will be funded from the Ekwil Street and Fowler Road Extensions Project design budget. Due to federal contracting restrictions for the Hollister Avenue Bridge Project, no funding for the design peer review effort will come from the Hollister Avenue Bridge Project.

Project Cost Estimates

Below is the total estimated project cost and funding for the Ekwil-Fowler Project:

Expenditures		Funding	
Staff	\$ 115,000	General Fund (101)	\$ 250,000
Environmental Review (Consultant)	\$ 2,250,000	Transportation Facilities DIF (220)	\$ 10,570,000
Design (Consultant)	\$ 4,167,000	LRDP (230)	\$ 792,000
Peer Review (Consultant)	\$ 133,000	STIP (308)	\$ 15,822,000
PW (Consultant)	\$ 580,000	CDBG (402 - Prior)	\$ 97,000
Right of Way	\$ 4,300,000	STIP (404 – Prior)	\$ 670,000
Construction (prior)	\$ 210,000	RDA (601 - Prior)	\$ 654,000
Construction	\$ 12,600,000		
Construction Contingency/CCO	\$ 2,500,000		
CM (Consultant)	\$ 2,000,000		
Total:	\$ 28,855,000	Total:	\$ 28,855,000

Below is the total estimated project cost and funding for the Hollister Avenue Bridge Project:

Expenditures		Funding	
Staff	\$48,000	Measure A (205)	\$140,000
Environmental Review + Design (Consultant)	\$2,175,000	Other	\$10,000
PM (Consultant)	\$400,000	HBP (401)	\$18,040,000
Right of Way	\$4,552,000	Transportation Facilities DIF (220)	\$3,385,000
Construction	\$10,600,000		
Construction Contingency	\$2,100,000		
CM (Consultant)	\$1,700,000		
Total:	\$21,575,000	Total:	\$21,575,000

Note: Funding for the Mark Thomas Peer Review professional design services will be entirely funded from the Ekwill-Fowler Project budget and not the Hollister Ave Bridge Project.

Project Funding

The Ekwill Street and Fowler Road Extensions Project (Project No. 9002) and the Hollister Avenue Bridge Project (Project No. 9033) are included in FY 2020/21 budget and there is sufficient budget available for the proposed design peer review cost. The following tables show the current funding for the projects.

9002 Ekwill Street and Fowler Road Extensions Project				
Account	Fund Type	FY 2020/21 Adopted Budget	YTD Actual/ Encumbrance	Available Budget
220-90-9002-57050 (Right-of-Way)	Transportation DIF	\$ 1,133,845	\$ 133,000	\$1,000,845
220-90-9002-57070 (Design)	Transportation DIF	\$ 1,250,762	\$ 576,477	\$674,285
308-90-9002-57071 (Construction)	STIP - Grant	\$11,372,001	\$ 0	\$11,372,001
220-90-9002-57071 (Construction)	Transportation DIF	\$ 5,925,648	\$ 0	\$ 5,925,648
Total		\$ 19,682,256	\$ 709,477	\$ 18,972,779

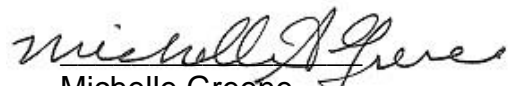
9033 Hollister Avenue Bridge Project				
Account	Fund Type	FY 2020/21 Adopted Budget	YTD Actual/ Encumbrance	Available Budget
220-90-9033-57050 (Right-of-Way)	Transportation DIF	\$ 2,306,951	\$ 10,000	\$ 2,296,951
401-90-9033-57050 (Right-of-Way)	HBP - Grant	\$ 50,000	\$ 0	\$ 50,000
205-90-9033-57070 (Design)	Measure A	\$ 76,865	\$ 17,620	\$ 59,245
220-90-9033-57070 (Design)	Transportation DIF	\$ 817,635	\$ 100,844	\$ 716,791
401-90-9033-57070 (Design)	HBP - Grant	\$ 1,558,871	\$ 284,596	\$ 1,274,275
401-90-9033-57071 (Construction)	HBP - Grant	\$ 14,396,500	\$ 0	\$ 14,396,500
Total		\$ 19,206,822	\$ 413,060	\$ 18,793,762

ALTERNATIVES:

The City Council may elect not to authorize the City Manager to execute a professional design services agreement with Mark Thomas to provide design peer review services for the Ekwil-Fowler Project and the Hollister Avenue Bridge Project. Doing so would eliminate the quality assurance/quality control design measures and could result in design errors, construction issues, significant change orders during construction, construction delays, and increased impacts to the public during construction.

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 Mark Thomas and Company, Inc.

Attachment 1

Agreement for Professional Design Services Between the City of Goleta
and Mark Thomas and Company, Inc.

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
BETWEEN THE CITY OF GOLETA
AND
MARK THOMAS AND COMPANY, INC.**

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") is made and entered into this 1st day of December, 2020, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and MARK THOMAS AND COMPANY, INC (A California Corporation) (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional design services for 9002 Ekwill Street and Fowler Road Extensions Project and Hollister Avenue Bridge Project Peer Review; 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.

WHEREAS, the City Council, on this 1st day of December, 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 Design Services in conjunction with 9002 Ekwill Street and Fowler Road Extensions Project and 9033 Hollister Avenue bridge Project. Services shall generally include to provide a peer review of Plans Specifications and Estimate 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 \$133,000 (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, 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 Gerald Comati, 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, 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. All services shall be completed according to the following schedule: By December 31, 2021.

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. Darin Johnson 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: Attention: Darin Johnson PE, Associate Principal
2121 Alton Pkwy, Suite 210
Irvine, CA 92606

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

Robert Hines, President

ATTEST

Deborah Lopez, City Clerk

Matt Brogan, Secretary

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:


A18F8F896161498...
Winnie Cai, Assistant City Attorney

City of Goleta
Public Works Department – Mark Thomas and Company, Inc.
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EXHIBIT A - SCOPE OF WORK

MARK THOMAS AND COMPANY SCOPE OF WORK: CITY OF GOLETA 9002 EKWILL STREET AND FOWLER ROAD EXTENSIONS PROJECT PEER REVIEW

TASKS:

1. Project Kick off, Data Collection, Coordination

- Collect and assess project data provided by the City (Design plans, City design criteria, design memorandum, any design assumptions, Caltrans design exceptions)
- Conference calls with the City of Goleta to clarify data needs or issues.

2. 95% Plan and Spec Review

- Review plans for design consistency, constructability review, and potential construction contract change order items
- Check for conformance with City design criteria
- Red line materials and provide red line comments in pdf format on Plans, Specs, and Estimate
- Provide a matrix of all comments in addition to red lines
- Conference calls with City of Goleta
- Specs will be checked for consistency with the plans and estimate
- Review revised Plans, Specs, and Estimate to confirm comments were addressed
- Follow-up meeting with the City of Goleta and Designer as needed

3. Final Bid Package Review

- Review final combined bid package for 9002 Ekwil Street & Fowler Road Extensions Project and 9033 Hollister Avenue Bridge Project
- Review plans for design consistency, constructability review, and potential construction contract change order items
- Check for conformance with City design criteria
- Red line materials and provide red line comments in pdf format on Plans, Specs, and Estimate
- Provide a matrix of all comments in addition to red lines

EXHIBIT A

- Conference calls with City of Goleta
- Specs will be checked for consistency with the plans, estimate, bidding, and federal requirements
- Review revised Final Bid Package to confirm comments were addressed
- Follow-up meeting with the City of Goleta and Designer as needed
- Summary close out letter signed and stamped by a registered professional engineer

ASSUMPTIONS:

1. Plan review will include two sets of review and follow-up review to confirm comments were properly addressed.
2. Plan review does not include traffic analysis.
 - The number of lanes and lane configuration has already been determined and approved.
3. Roundabout review will include a cursory review
 - A separate roundabout review has already been conducted by another company, and Mark Thomas will not review detailed roundabout design, such as fastest path and sight distance
4. Plan Review will include a check of pdf files, not CADD files.

FEE:

Mark Thomas will perform the work on a time-and-materials basis not-to-exceed \$133,000.

EXHIBIT B

Mark Thomas & Company, Inc. Rate Schedule**HOURLY CHARGE RATE RANGES****Engineering Services**

Intern	\$48 - \$77
Technician	\$77 - \$115
Design Engineer I	\$92 - \$124
Sr. Technician	\$115 - \$147
Design Engineer II	\$124 - \$145
Project Engineer	\$145 - \$162
Sr. Project Engineer	\$162 - \$191
Sr. Technical Engineer	\$162 - \$191
Project Manager	\$191 - \$218
Technical Lead	\$191 - \$218
Sr. Project Manager	\$218 - \$282
Sr. Technical Lead	\$218 - \$282
Engineering Manager	\$282 - \$316
Practice Area Leader	\$282 - \$316
Sr. Engineering Manager	\$316 - \$386
Principal	\$399 - \$431

Urban Planning/Landscape Architecture Services

Intern	\$48 - \$77
Landscape Designer	\$80 - \$144
Landscape Architect	\$112 - \$182
LAUD Project Manager	\$182 - \$195
Sr. LAUD Project Manager	\$195 - \$230
LAUD Division Manager	\$230 - \$255
Sr. LAUD Division Manager	\$255 - \$271

District Management Services

Inspector - Apprentice	\$64 - \$89
Inspector	\$96 - \$121
Sr. Inspector	\$121 - \$140
Assistant Sanitary Engineer	\$140 - \$153
Associate Sanitary Engineer	\$153 - \$185
Deputy District Manager	\$303 - \$322

Construction Management Services

ARE/Construction Inspector	\$165
Resident Engineer	\$245

Survey Services

Survey Intern	\$56 - \$94
Survey Technician	\$100 - \$120
Sr. Survey Technician	\$99 - \$151
Surveyor	\$118 - \$132
Sr. Surveyor	\$128 - \$166
Lead Survey Technician	\$147 - \$159
Project Surveyor	\$155 - \$172
Sr. Project Surveyor	\$184 - \$198
Survey Manager	\$198 - \$222
Sr. Survey Manager	\$207 - \$255
Survey Division Manager	\$271 - \$293
Single Chief	\$144 - \$160
Single Instrumentman	\$137 - \$143
Single Chainman	\$125 - \$129
Apprentice	\$62 - \$118
1 Person Field Crew	\$144 - \$180
2 Person Field Crew	\$268 - \$320
3 Person Field Crew	\$330 - \$449

Project Support/Coordination Services

Project Assistant	\$64 - \$89
Technical Writer	\$64 - \$92
Sr. Project Assistant	\$89 - \$112
Project Coordinator	\$89 - \$115
Graphic Designer	\$99 - \$118
Sr. Technical Writer	\$92 - \$134
Project Accountant	\$102 - \$128
Sr. Project Coordinator	\$115 - \$144
Sr. Graphic Designer	\$118 - \$150
Sr. Project Accountant	\$128 - \$156
Sr. Graphic Manager	\$150 - \$159

Grant Writing Services

Funding Specialist	\$130
Sr. Funding Specialist	\$160

OTHER DIRECT COSTS**Reimbursables including, but not limited to:**

Reproductions, Delivery and Filing Fees	Cost Plus 5%
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