



TO: Mayor and Councilmembers

FROM: Jaime Valdez, Interim Neighborhood Services and Public Safety Director

CONTACT: Claudia Dato, Senior Project Manager

SUBJECT: Fire Station 10 Contracts for Professional Services

RECOMMENDATION:

- A. Authorize the City Manager to execute Amendment No. 3 to Professional Design Services Agreement No. 2016-009 between the City of Goleta and Kruger Bensen Ziemer Architects for professional design, architectural and engineering services for Fire Station 10 to increase the not-to-exceed amount of the contract from \$765,000 to \$1,215,000 and extend the term of the agreement to June 30, 2024; and
- B. Authorize the City Manager to prepare a Professional Services Agreement between the City of Goleta and Earth Systems for professional geotechnical engineering services for the Fire Station 10 project, for a total amount not-to-exceed \$140,000 and bring the agreement back to City Council on the Consent Calendar at an upcoming meeting.

BACKGROUND:

Although a fire station was called for in western Goleta for many years dating back decades, the development of Fire Station 10 began in earnest with the January 2016 approval of the Memorandum of Understanding with the County of Santa Barbara for the operation of Fire Station 10, and the approval of a professional design services agreement with Kruger Bensen Ziemer (KBZ) Architects. Since then, much has been accomplished in the pre-construction phase of the project: preliminary design and engineering, all City of Goleta entitlements, and most recently, approval of a coastal development permit (CDP) by the California Coastal Commission.

With the CDP approval, the project has started to move into the final design/engineering phase and preparation of construction documents. Although work on this has already begun, there are a couple of contract related items needed to complete this process prior to the start of construction. These include the proposed amendment No. 3 to the existing KBZ agreement, as well as a new agreement for geotechnical services.

There are several other contracts that were approved for Fire Station 10 in the past 6-9 months that fell under the City Manager's authority. These included a new \$4,250 contract with the Wallace Group to prepare exhibits and provide support for the Hollister

Avenue right of way abandonment process (a critical element of the project); and a \$17,070 agreement with Watershed Environmental for performance of City of Goleta and California Coastal Commission required pre-construction biological surveys, periodic monitoring of construction activities, and tree replacement work.

On March 17, 2021, Staff met with the City Council's Ad Hoc Committee on Fire Station 10 to update the Committee on the status of the project and the various contract needs of the project. The Committee members (Mayor Pro Tempore Kyriaco and Councilmember Aceves) supported Staff's recommendations to the full City Council.

DISCUSSION:

Late last year the City conducted an RFQ/RFP process to hire a geotechnical firm to conduct geotechnical review of the final civil and structural engineering plans and specifications, and to conduct geotechnical observations and testing during construction. This work includes full-time observation during drilling of the slope stabilization tangent wall piles, observation and testing during site earthwork operations, storm water infiltration testing, geotechnical laboratory testing of fill soils, concrete, mortar and other materials, and pavement observation and testing, among other things. After evaluating the four qualifications/proposals received, Earth Systems was determined to be the top ranked firm. Earth Systems is very familiar with the conditions in the area, having done the geotechnical work for the adjoining Hideaways project, including design of the slope stabilization wall there. The design team and civil engineer on the project (KBZ Architects and Flowers & Associates, respectively) have worked extensively with Earth Systems and served as excellent references. The geotechnical services are estimated to cost \$140,000. Staff is currently preparing the professional services agreement for Earth Systems, which will be brought to City Council for approval on the consent calendar at an upcoming meeting.

Kruger Bensen Ziemer (KBZ) Architects

In January 2016, the City Council approved Professional Services Agreement 2016-009 for design and engineering services for Fire Station 10 with a not-to-exceed amount of \$750,000 and a term ending on June 30, 2017 (see Attachment 2). On June 20, 2017, the City Council approved an amendment to extend the term of the contract to June 30, 2019, and to increase the not-to-exceed amount by \$15,000 to provide for additional structural engineering work needed for stabilization of the northern slope. The City Council approved the most recent amendment on June 18, 2019 (Amendment No. 2), which extended the termination of the agreement to June 30, 2021.

As of today, only a portion of the contract services scope of work for KBZ Architects has been completed. Approximately 65% of the existing contract amount has been utilized as of the date of this report. However, a significant part of the contracted work effort remains to be completed. Most notably, the signed and sealed architectural and engineering drawings and specifications for all aspects of the construction (i.e. construction documents) and bid package, including but not limited to, the architectural and interior designs of the facility, structural engineering design of the slope stabilization wall and cost estimating.

KBZ is requesting an increase in the not-to-exceed amount of the contract by \$450,000 from \$765,000 to \$1,215,000 and an extension of the term of the agreement to June 30, 2024 to ensure completion of the project. It is important to note that there is still additional funding remaining within the original agreement's not-to-exceed amount and on the existing purchase order. However, because of the unanticipated costs of conducting an EIR versus a mitigated negative declaration, and unforeseen additional work required by the Coastal Commission for the application to be complete, a greater share of the original agreement's not-to-exceed amount was expended, so more funding is needed to pay for upcoming services that were always anticipated. Furthermore, the fee schedules for KBZ and the design team have not been updated since the original agreement in 2016 (see Exhibit B-1 of Attachment 1). KBZ is requesting an update to the fee schedules for its firm as well as all subconsultants on the design team. This will make future work more costly than the original agreement anticipated. In addition, KBZ has identified the following additional services as being needed to complete the project:

- Full structural and civil engineering of the cast-in-place pile structure (slope stabilization wall) along the north property line, through permits and construction administration, including coordination with the City's geotechnical engineer.
- Implementation of mitigation measures from EIR and conditions of approval from the Development Plan and CDP.
- Consultant-led LEED services (Innovative Workshop Consulting, LLC).

The proposed increase in contract amount is significant but is justified. At this point it has been nearly five years since the original KBZ contract was approved. During this time, there have been no increases in the hourly rates of compensation from KBZ or any of its many sub-consultants. In discussing the need for a contract extension with KBZ in June 2019, staff knew there was an expectation that upon initiation of construction documents there would be a need to adjust the consultant/sub-consultant billing rates, as well as the overall not-to-exceed amount because of inflation and cost of living increases (i.e. cost escalation) since the original agreement was approved. While the billing rate for KBZ only increased an average of 2.4% annually over the past five years, most of the other subconsultants increased their rates by an average of 4.5%-6.5% annually over the past five years.

Additionally, although it was anticipated that some type of slope stabilization would be required for the northern property line, the complexity of and level of design needed for the slope stabilization tangent pile wall system was unknown at the time the original contract was executed. The structural engineering work necessary to design this complex structure is among the added costs. Finally, previously unforeseen assistance or work will be needed from members of the design team to comply with the mitigation measures adopted with the project EIR, and to comply with conditions of the City's Development Plan and Coastal Development Permit.

One other unforeseen effort that arose as a condition of the CDP is the need for subconsultant Earth Form (landscape architect) to work with Watershed Environmental to develop an off-site tree replacement plan which will then be submitted to Coastal Commission staff for review and approval as required by the CDP. Other examples

include the need to prepare and submit an Erosion Control Plan and a Post Construction Water Quality plan to Coastal Commission, and preparation of Storm Water Control and Noise Mitigation Plans.

FISCAL IMPACTS:

The FY 2020-2021 Budget includes sufficient funds to cover this \$450,000 contract amendment, as well as the upcoming \$140,000 geotechnical contract. No additional appropriations are necessary. Funding for this amendment and the upcoming geotechnical agreement is supported by the City's Fire Development Impact Fee (DIF), Fund 229, account number 229-90-9025-57070, which includes a carryover of over \$614,000 with an available balance of \$597,609 for design and engineering of Fire Station 10. Staff will be initiating a larger discussion with the City Council over construction funding/financing at a later City Council meeting or budget workshop. Staff is still in the process of exploring options for funding and financing the construction phase of the project, expected to begin in spring 2022.

ALTERNATIVES:

The City Council can elect not to approve the KBZ Agreement Amendment or authorize the preparation of an agreement with Earth Systems for geotechnical services in which case the next steps in the design development and construction bid processes for Fire Station 10 will not be able to be completed. Given the amount of work done by KBZ and its team, any change in this Consultant team could result in additional costs, and potentially a time delay in development of the project.

Reviewed By:


Kristine Schmidt
Assistant City Manager

Legal Review By:


Michael Jenkins
City Attorney

Approved By:


Michelle Greene
City Manager

ATTACHMENTS:

1. Amendment No. 3 to Professional Design Services Agreement No. 2016-009 between the City of Goleta and Kruger Bensen Ziemer Architects
2. Agreement No. 2016-009 for Professional Design Services Between the City of Goleta and Kruger Bensen Ziemer Architects, Inc. and Amendments 1 and 2 (available online only)

ATTACHMENT 1

AMENDMENT NO. 3
TO PROFESSIONAL DESIGN SERVICES AGREEMENT NO. 2016-009
BETWEEN THE CITY OF GOLETA
AND
KRUGER BENSEN ZIEMER ARCHITECTS, INC.

**AMENDMENT NO. 3
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
KRUGER BENSEN ZIEMER ARCHITECTS, INC.**

This Amendment No. 3 is made this ____ day of _____, 2021 to a PROFESSIONAL DESIGN SERVICES AGREEMENT between the **CITY OF GOLETA** ("City") and **KRUGER BENSEN ZIEMER ARCHITECTS, INC.** ("Consultant") dated January 19, 2016 ("Agreement").

RECITALS

WHEREAS, Agreement No. 2016-009 was entered into for professional design, architectural, and engineering services for Fire Station 10 and was authorized by the City Council on January 19, 2016 in the amount of \$750,000; and

WHEREAS, the Agreement between City and Consultant was amended by Amendment No. 1 on June 20, 2017, to extend the termination of the Agreement to June 30, 2019, and increase the not-to-exceed amount by \$15,000 to \$765,000; and

WHEREAS, the Agreement between City and Consultant was amended by Amendment No. 2 on June 18, 2019, to extend the termination of Agreement No. 2016-009 to June 30, 2021; and

WHEREAS, the parties desire to amend the Agreement so as to update the CONSULTANT's Schedule of Fees and to provide for additional compensation in the amount of \$450,000 for additional professional design, architectural, and engineering services; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2024; and

WHEREAS, the Agreement did not provide for the Agreement or any amendments to be executed in counterparts by facsimile and 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 contract Amendment No. 3 on this ____ day of _____, 2021.

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 update CONSULTANT's Schedule of Fees, add an additional authorized amount of \$450,000 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 \$1,215,000 (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-1," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2024, 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 Agreement No. 2016-009 is amended to extend the term of the agreement to read in its entirety:

The term of this Agreement is from the date first written above to June 30, 2024, 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. **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. 3 has been executed by the parties effective on the date and year first above written.

**Project Name: Fire Station 10
Design/Engineering Services**

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Joe Wilcox, President

ATTEST

Deborah S. Lopez, City Clerk

Steve Dowty, CFO, Vice President

APPROVED AS TO FORM

DocuSigned by:


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winnie Cai, Deputy City Attorney

**Exhibit B-1
Schedule of Fees****KRUGER BENSEN ZIEMER ARCHITECTS, INC.**

CURRENT HOURLY RATES

Principal	\$200.00
Project Architect	\$180.00
Project Manager/Designer	\$160.00
Interior Designer	\$140.00
Architectural Assistant	\$125.00
Clerical	\$ 75.00

Reimbursable expenses will be billed at cost plus 15%

FLOWERS & ASSOCIATES, INC.ENGINEERING SERVICESHOURLY RATE

Principal Engineer	\$206.00
Associate Engineer	\$189.00
Senior Engineer II	\$178.00
Senior Engineer I	\$168.00
Drainage Engineer	\$168.00
Qualified SWPPP Practitioner	\$168.00
Design Engineer II.....	\$158.00
Water Resources Specialist	\$158.00
Project Manager	\$158.00
Design Engineer I.....	\$147.00
CAD Designer	\$133.00
CAD Technician	\$119.00
Administrative Support	\$102.00

PLANNING SERVICES

Principal Planner	\$179.00
Associate Planner	\$158.00
Senior Planner	\$148.00
Public Agency Coordinator.....	\$135.00

EXPERT TESTIMONY

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

REIMBURSABLE EXPENSE

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

CONSULTANTS

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

STORK, WOLFE, & ASSOCIATES

PRINCIPAL ENGINEER.....\$175 per hour
SENIOR ENGINEER\$125 per hour
PROJECT ENGINEER.....\$110 per hour
JUNIOR ENGINEER\$ 85 per hour
SENIOR CAD DRAFTER\$ 80 per hour
JUNIOR CAD DRAFTER.....\$ 60 per hour
SECRETARIAL\$ 50 per hour
INTERN\$ 40 per hour

**INNOVATIVE WORKSHOP
SUSTAINABLE PLANNING, DESIGN & CONSULTING**

PRINCIPLE PROJECT MANAGER\$180 per hour
PROJECT ASSOCIATE \$120 per hour

THOMA ENGINEERING

Professional Electrical Engineer	\$204.00
Electrical Engineer / Designer	\$178.00
Electrical Design Assistant	\$126.00
Electrical Cost Estimator	\$134.00
Field Technician / Electrician	\$129.00
Computer Aided Design / Drafter	\$113.00
Secretarial	\$95.00

Note: Overtime rates shall be 1.5 times the rates listed above for hours worked.

Reimbursable expenses shall include the following:

- Sub-consultant cost plus 10% markup or as negotiated.
- Instrumentation and Equipment rental costs plus 10% markup.
- Air fare Cost + 15%
- Lodging Cost + 15%
- Mileage \$0.58 per mile
- Reproduction Cost + 15%
- Mailing/Shipping Cost + 15%

JACOBUS & YUANG (COST ESTIMATING)

Principal	\$178.25
Senior Estimator	\$120.60
Estimator	\$89.00

BMA MECHANICAL + (BMA, INC.)

ENGINEERING SERVICES	
Subject Matter Expert	\$300.00/Hr
Principal Engineer	\$200.00/Hr
Senior Mechanical Designer / Project Manager	\$135.00/Hr
Senior Plumbing Designer / Project Manager	\$135.00/Hr
Senior Fire Sprinkler System Designer / Project Manager	\$135.00/Hr
Senior Energy Analyst / Project Manager	\$135.00/Hr
Mechanical Designer II / Project Manager	\$120.00/Hr
Plumbing Designer II / Project Manager	\$120.00/Hr
Energy Analyst II	\$120.00/Hr
Mechanical Designer I	\$110.00/Hr
Plumbing Designer I	\$110.00/Hr
Fire Sprinkler System Designer I	\$110.00/Hr
Energy Analyst I	\$110.00/Hr
Production Team	\$80.00/Hr
Senior BIM Technician	\$120.00/Hr
BIM Technician	\$110.00/Hr
Administrative/Clerical Support	\$70.00/Hr
COMMISSIONING SERVICES	
Commissioning Provider / Project Manager	\$120.00/Hr
Commissioning Technician	\$95.00/Hr
REIMBURSEABLE EXPENSES	
Travel, Lodging, Transportation	At Cost
Printing, Reproduction, Photography	At Cost
Mileage	Prevailing IRS rate/mile
Miscellaneous	At Cost

Notes:

1. Overtime rates are 1.5 times the hourly rates listed above.

**COLLINGS & ASSOCIATES
FIRE PROTECTION ENGINEERING**

Principal Engineer: \$195.00 per hour

Senior Engineer: \$140.00 per hour

Staff Engineer: \$115.00 per hour

CAD/Drafting Services: \$95.00 per hour

Administration/Clerical: \$65.00 per hour

Other:

Reproduction: Cost

Special Travel & Subsistence: Cost

Automobile Mileage: Current IRS Standard

EARTH FORM (LANDSCAPE ARCHITECTURE)

Hourly Rates:

Principal Landscape Architect	\$185
Senior Design Associate	\$150
Design Associate	\$125
CAD Drafting and Design	\$100
Administrative and Accounting	\$75

ATTACHMENT 2

AGREEMENT NO. 2016-009 FOR PROFESSIONAL DESIGN SERVICES
BETWEEN THE CITY OF GOLETA AND KRUGER BENSEN ZIEMER
ARCHITECTS, INC. AND AMENDMENTS 1 AND 2

Project Name: Fire Station 10
Design/Engineering Services

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
BETWEEN THE CITY OF GOLETA
AND
KRUGER BENSEN ZIEMER ARCHITECTS, INC.**

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES is made and entered into this 19th day of January, 2016, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **KRUGER BENSEN ZIEMER ARCHITECTS, 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 recommended for award by CITY staff following a competitive request for qualification process based on a qualifications rating based selection; and

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

WHEREAS, the City Council, on this 19th day of January, 2016, approved this AGREEMENT and authorized the City Manager to execute this AGREEMENT per the Goleta Municipal Code 3.05.240.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional design, architectural and engineering services in conjunction with the Fire Station 10 Project, more particularly defined in the Project Description in Exhibit "A." Services shall generally include architectural design, interior design, landscape design and preliminary

engineering work, 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 \$750,000 (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 throughout the term of 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

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 Vyto Adomaitis, Director of Neighborhood Services and Public Safety. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

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

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

7. OWNERSHIP OF DOCUMENTS

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

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Ralph Roesling, Principal-In-Charge, and Tyson Cline, Project Manager, are deemed to be especially 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. One of these key members shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. The following portions of the work will be subcontracted out to other parties by CONSULTANT:

1. **Storke, Wolfe & Associates, Inc. (Greg Stork):** Structural engineering.
2. **Brummel, Myrick and Associates, Inc. (Denver Stranger):** Mechanical & plumbing engineering.
3. **Flowers & Associates, Inc. (Steve Flowers):** Civil engineering and site utility services planning.
4. **Collings & Associates, LLC (Jack Collings):** Fire protection engineering.
5. **Jacobus & Yuang, Inc. (Cobus Malan):** Cost estimating.

6. **Thoma Electric, Inc. (James Dean):** Electrical and communications engineering.
7. **Earth Form (Sam Maphis):** Landscape architecture.

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

9. INDEMNIFICATION

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

(b) Defense and Indemnity of Third Party Claims/Liability. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. CONSULTANT may, but shall not be obligated to, provide a legal defense to CITY with regard to allegations arising out of the professional errors and omissions of the CONSULTANT, but the full indemnification and hold harmless obligations provided for herein shall remain in place including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. 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 attorney's fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONSULTANT's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this AGREEMENT.

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 0001 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of 1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional Liability insurance on a policy form appropriate to 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 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, including a CITY business license, that may be required in connection with the performance of services under this AGREEMENT.

26. CAPTIONS

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

27. AUTHORIZATION

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

28. ENTIRE AGREEMENT BETWEEN PARTIES

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

29. PARTIAL INVALIDITY

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

30. NOTICES

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

TO CITY:	Attention: Michelle Greene City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117
TO CONSULTANT:	Attention: Joe Wilcox Kruger Bensen Ziemer Architects, Inc. 30 West Arrellaga Street Santa Barbara, CA 93101

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


Joe Wilcox, President

ATTEST:


Deputy City Clerk for Deborah S. Lopez, City Clerk


Steve Dowty, CFO, Vice President

APPROVED AS TO FORM


Tim W. Giles, City Attorney

Exhibit A Scope of Work

1.0 Services

1.1 Consultant shall provide comprehensive professional architectural and engineering services for an approximately 11,000 square foot fire station, including: pre-design; schematic concept design; design development including entitlement permitting (e.g. Design Review Board, Planning Commission, Coastal Commission (if applicable), and City Council); and preparation of construction documents. Specifications for architectural and engineering services:

- Building shall be very low maintenance by design
- Fire Station to be equipped with Fire Sprinklers
- Two Separate Offices (Captain's office, Paramedic office) to include built in desks, file cabinets, and book shelves and wiring for computer connections
- All offices, bedrooms, and rooms for training and BA testing need to be hardwired with video/voice/data capability
- Public Restroom (ADA compliant) Consider access from public parking only with no access into station
- Public Lobby with Public display cabinet and counter restricting access with telephone
- Day Room
- Training Room with video projection capability (video/voice/data) for min. 20 personnel
- Eating area for a minimum of 12 people
- Kitchen (Min. 15' X 18'): Min. 2.5' counters. Include 2 refrigerators, double sink with garbage disposal, microwave, Wolf Commercial Stove with double oven and 6 burner cooktop, dishwasher, private food cabinets for 12 personnel, large pantry, sufficient cabinets for pots, pans, plates, etc.
- All fire station surfaces (counters, walls, floors, etc.) to be as low maintenance as possible
- All rooms, including all bathrooms, should have speakers for county radio system. The system should be designed by a sound design specialist to provide the best possible coverage and sound quality.
- Total of four (4), two bedroom dorms (must accommodate two twin beds 84" in length), with personal closets for three. Each room to have its own shower, toilet, and sink with an undersink cabinet and a minimum of three drawers. Each room should also have three generous size separate locker/ cabinets.
- Bedrooms and hallways shall lead to the engine room, and some engine room lights should turn on when alarms are received at the station.
- Door bells should be prewired.
- Physical conditioning workout room to accommodate machines and mats. Should not be located adjacent to engine room and should have patio adjacent with double door access.

- Engineer's workshop with storage and workbench off of apparatus room. At least one 220V outlet should be provided.
- Breathing Apparatus work/repair room
- Breathing Air Compressor room
- Adequate storage for all fire station functions (medical supplies, turnout coats/boots/pants and other emergency gear). Storage lockers for medical supplies should have locks.
- Turnout room with proper ventilation per NFPA. The extractor should also be located in the room. The regular laundry should be separate.
- Laundry room large enough to house standard washer and dryer with folding area.
- 3-Bay apparatus room with 14' glass metal framed overhead doors. (60' X 80'). Skylights or other source of natural light should be considered.
- Engine room to be equipped with Plymovent direct capture diesel exhaust removal system (Standard to all SBC fire stations as of 5/2010).
- Apparatus room to have built in water and compressed air outlets. This should have a separate/dedicated space/separate room for built-in air compressor.
- Hospital-like decontamination deep sink with counter in apparatus room for medical gear.
- Apparatus room floors to be easy to clean, mop, and should have floor drains.
- Apparatus room to have adequate space for hose storage.
- A hose drying cabinet like 18 or 32 should not be provided. No hose drying tower.
- All living space to be heated and air conditioned.
- Adequate space for building mechanical functions (HVAC system, water heater, IT, electrical panel(s), etc.
- Water heaters should be as low maintenance as possible. Tankless water heaters may be considered.
- Communications tower (separate or integrated into building design).
- Incorporate green building technology/construction with goal of LEED certification if possible, subject to funding availability.

Specific design features of the site development shall include the following:

- Dumpster-sized exterior trash and recycling enclosure
- Sufficient storage for all lawn and gardening tools
- Public parking (six space minimum) with required ADA space(s)
- An area adjacent to the public parking for sand bagging
- A minimum of eight employee paved parking spaces (plus additional overflow area for at least eight more if possible - could be permeable paving, gravel, etc)
- A fire hydrant in the Hollister Avenue right-of-way at the front apparatus apron. There shall also be a hydrant (standard commercial hydrant) in the rear area (training, filling apparatus, hose testing, etc.)
- 1½" Jones Head fill hydrants at exterior front and rear of apparatus bays
- A security fence/wall around entire property with automatic access gate

- An exterior hose washing/drying area
- A manifold to allow for mandatory testing of hose to be co-located with hose drying area
- A patio area for outside dining plumbed with natural gas outlet for BBQ
- Bio-swale to confine run-off water
- Exterior site furnishings
- Exterior lighting – building and site. Analyze need for emergency lighting and sign system notifying vehicles of exiting apparatus and/or painted area in road saying “KEEP CLEAR” in front of apparatus apron due to three way stop sign at new Hollister Ave & Cathedral Oaks overpass intersection.
- A bifurcated above ground fuel dispensing system for gasoline and diesel
- An emergency Generator with enclosure with capacity to operate entire fire station facility in the event of lost power for a minimum of 96 hours before fuel tank requires refueling
- Front and rear apparatus aprons that are a minimum of 65’ in depth with adequate turning radius to pull apparatus into station. (May be possible to reduce front distance)
- Adequate visual clearance for safe emergency egress from the Fire Station
- Site landscaping that is very low maintenance by design
- An exterior station sign with proper illumination, either/both pedestal and building mounted
- Flag pole area

1.2 Consultant shall provide signed & sealed Architectural and Engineering drawings and specifications for all aspects of the construction, including but not limited to, the architectural and interior designs of the facility; furniture selection for the facility; HVAC system; lighting, communication and electrical system engineering; plumbing and structural system; mechanical engineering; civil engineering and site design; fire protection engineering; landscape architecture; and cost estimating. Where available, Standard Santa Barbara County Fire Department Technical Specifications shall be the basis for all designs. All drawings and specifications shall be in sufficient detail to apply for planning entitlement permits (i.e. meet application requirements for the City of Goleta Design Review and Development Plan permit processes) and to obtain fixed construction bids.

1.3 Consultant shall deliver hard copies of all drawings and plans with appropriate engineers and architects stamps and signatures (as applicable), and in a size and scale acceptable to the City Planning and Environmental Services Department (PES). All drawings, plans, specifications and application materials for the project shall also be submitted to PES staff electronically in pdf format.

2.0 Meeting Attendance

2.1 Consultant shall attend up to two (2) Design Review Board meetings.

2.2 Consultant shall attend up to one (1) Planning Commission meetings.

2.3 Consultant shall attend up to two (2) City Council meetings.

2.4 Consultant shall attend up to one (1) County Board of Supervisors meeting.

2.5 Consultant shall attend up to one (1) California Coastal Commission meeting.

2.6 Consultant shall attend up to one (1) additional public workshop or public meeting.

2.7 Consultant shall attend up to three (3) meetings with the City's Council Ad Hoc Fire Station Development Committee

2.8 Consultant shall attend design review and programming meetings with City staff and County Fire Department staff as the City deems necessary.

Exhibit B Compensation

CONSULTANT:

Hourly Rate

KRUGER BENSEN ZIEMER ARCHITECTS, INC.

Principal	\$180.00
Project Architect	\$160.00
Project Manager/Designer	\$140.00
Interior Designer	\$130.00
CAD Operator/Draftsperson	\$115.00
Clerical	\$90.00

Vehicle Mileage.....Current IRS Standard Rate

Hourly charges include provision for normal office overhead costs, such as office rental, utilities, insurance, clerical services, equipment, normal supplies and materials, and in-house reproduction services. Other project specific expenses such as travel, special consultants, and purchased outside services will be billed at cost. To the extent they have been approved in advance, in writing, by the City's designated Project Manager in response to a written request by the Consultant justifying the expense as unavoidable to accomplish the scope of work.

SUBCONSULTANTS:	Hourly Rate
STORKE, WOLFE & ASSOCIATES (Structural)	
Principal Engineer	\$125.00
Senior Engineer	\$115.00
Project Engineer	\$100.00
Junior Engineer	\$85.00
Senior CAD Drafter	\$80.00
Junior CAD Drafter	\$60.00
Secretarial	\$50.00
Intern	\$40.00
BRUMMEL, MYRICK & ASSOCIATES (Mechanical and Plumbing)	
Principal Engineer (Consultation)	\$200.00
Principal Engineer (Design)	\$150.00
Mechanical Designer	\$110.00
Plumbing Designer	\$110.00
T-24 Technician	\$110.00
CAD Operator	\$80.00
Secretarial	\$65.00
FLOWERS & ASSOCIATES, INC. (Civil, Site Utility Services Planning)	
Associate Engineer	\$149.00
Design Engineer	\$116.00
CAD Technician	\$88.00
THOMA ENGINEERING (Electrical, Communications)	
Professional Electrical Engineer	\$153.00
Electrical Engineer/Designer	\$130.00
Electrical Design Assistant	\$92.00
Electrical Cost Estimator	\$97.50
Field Technician/Electrician	\$97.50
Computer Aided Design/Drafter	\$86.50
Secretarial	\$70.25
EARTH FORM (Landscape Architecture)	
Principal Landscape Architect	\$150.00
Senior Design Associate	\$135.00
Design Associate	\$100.00
CAD Drafting and Design	\$85.00
Administrative and Accounting	\$60.00
JACOBUS & YUANG (Cost Estimating)	
Principal	\$140.00
Chief Estimator	\$105.00
Senior Estimator	\$95.00
Estimator	\$72.00
COLLINGS & ASSOCIATES (Fire Protection Engineering)	
Principal Engineer	\$140.00
Senior Engineer	\$125.00
Staff Engineer	\$95.00
Designer	\$80.00
CAD/Drafting Services	\$70.00
Administrative/Clerical	\$45.00



Project Name: Fire Station 10
Design/Engineering Services

Agreement No. 2016-009-1
City of Goleta, California

**AMENDMENT NO. 1
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
KRUGER BENSEN ZIEMER ARCHITECTS, INC.**

This Amendment No. 1 is made this 20th day of June, 2017 to a PROFESSIONAL DESIGN SERVICES AGREEMENT between the **CITY OF GOLETA** ("City") and **KRUGER BENSEN ZIEMER ARCHITECTS, INC.** ("Consultant") dated January 19, 2016 ("Agreement," Agreement No. 2016-09).

RECITALS

WHEREAS, the Agreement was entered into for professional design, architectural, and engineering services for Fire Station 10; and

WHEREAS, the Agreement between the City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed the sum of \$750,000 dollars; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$15,000 dollars for additional structural engineering work; and

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

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

WHEREAS, the Agreement between the 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 LEED Silver design, certification and construction review; and preparation of plan(s) for storm water pollution prevention (SWPP) and storm water quality management (SWQM), 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 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 \$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 \$765,000 (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, 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** the Agreement is amended to extend the term of the agreement to read in its entirety:

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

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 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. The 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.

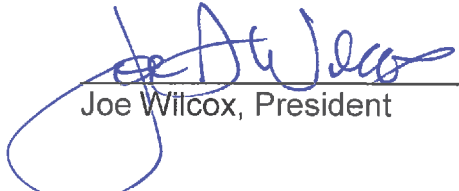
4. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

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



Michelle Greene, City Manager

CONSULTANT


Joe Wilcox, President

ATTEST


Deborah Lopez, City Clerk


Steve Dowty, CFO, Vice President

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney

Exhibit A-1 Scope of Work

1.0 Services

1.1 Consultant shall provide comprehensive professional architectural and engineering services for an approximately 11,600 square foot fire station, including: pre-design; schematic concept design; design development including entitlement permitting (e.g. Design Review Board, Planning Commission, Coastal Commission (if applicable), and City Council); and preparation of construction documents. Specifications for architectural and engineering services:

- Building shall be very low maintenance by design
- Fire Station to be equipped with Fire Sprinklers
- Two Separate Offices (Captain's office, Paramedic office) to include built in desks, file cabinets, and book shelves and wiring for computer connections
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- Public parking (six space minimum) with required ADA space(s)
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- Bio-swale to confine run-off water

- Exterior site furnishings
- Exterior lighting – building and site. Analyze need for emergency lighting and sign system notifying vehicles of exiting apparatus and/or painted area in road saying “KEEP CLEAR” in front of apparatus apron due to three way stop sign at new Hollister Ave & Cathedral Oaks overpass intersection.
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- An exterior station sign with proper illumination, either/both pedestal and building mounted
- Flag pole area

1.2 Consultant shall provide signed & sealed Architectural and Engineering drawings and specifications for all aspects of the construction, including but not limited to, the architectural and interior designs of the facility; furniture selection for the facility; HVAC system; lighting, communication and electrical system engineering; plumbing and structural system; mechanical engineering; civil engineering and site design; fire protection engineering; landscape architecture; and cost estimating. Where available, Standard Santa Barbara County Fire Department Technical Specifications shall be the basis for all designs. All drawings and specifications shall be in sufficient detail to apply for planning entitlement permits (i.e. meet application requirements for the City of Goleta Design Review and Development Plan permit processes) and to obtain fixed construction bids.

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2.0 Meeting Attendance

2.1 Consultant shall attend up to two (2) Design Review Board meetings.

2.2 Consultant shall attend up to one (1) Planning Commission meetings.

2.3 Consultant shall attend up to two (2) City Council meetings.

2.4 Consultant shall attend up to one (1) County Board of Supervisors meeting.

2.5 Consultant shall attend up to one (1) California Coastal Commission meeting.

2.6 Consultant shall attend up to one (1) additional public workshop or public meeting.

2.7 Consultant shall attend up to three (3) meetings with the City's Council Ad Hoc Fire Station Development Committee

2.8 Consultant shall attend design review and programming meetings with City staff and County Fire Department staff as the City deems necessary.

ADDITIONAL PER AMENDMENT NO. 1:

3.0 Leadership in Environmental and Energy Design (LEED) Design Services

CONSULTANT shall provide sustainability consulting and administration services to support achievement of CITY's sustainability goals for the Project, which shall target a certification level of "Silver" under the LEED v4 Building Design and Construction (BD+C) program. CONSULTANT shall develop and implement targeted sustainability measures within the project design documents and track compliance with the targeted measures through construction administration. The following specific services shall be provided:

- Qualified LEED Accredited Professional (AP) Services
- Sustainability Work Session
- Sustainability Action Plan
- LEED Program Registrations and Communication
- Baseline Energy Simulation Modeling
- Proposed Energy Simulation Modeling
- Sustainability Design Documentation
- Sustainability Design Submittal
- Sustainability Pre-Construction Work Session
- Sustainability Construction Plan
- Sustainability Construction Documentation
- Sustainability Construction Submittal

4.0 Storm Water Pollution Prevention (SWPP) and Storm Water Quality Management (SWQM) Plan(s) Preparation

Flowers and Associates, as a sub-consultant to CONSULTANT, shall compile a preliminary drainage report, including pre-and post-project storm runoff and evaluation of detention requirements, and shall compile a preliminary storm water quality management plan in conformance with City of Goleta requirements during design development. In the construction documents phase, Flowers & Associates shall prepare the final storm water quality management plan and design and prepare a construction Storm Water Pollution Prevention Plan, which includes the Notice of Intent and separately bound manual, for electronic filing by City with the Regional Water Quality Control Board (RWQCB).

Flowers and Associates shall supplement the above activities required by State and local jurisdictions with the activities and documentation required to support the LEED prerequisites/credits for Construction Activity Pollution Prevention and Rainwater Management.

5.0 Additional Structural Engineering Design Work (Stork, Wolfe & Associates)

The structural design and documentation of the slope stabilization at the slope along the north end of the subject Fire Station 10 property adjacent to the railroad tracks shall be provided by Stork Wolfe Associates (SWA) under the direction of CONSULTANT. SWA shall design a pile wall retaining system to both stabilize the slope and to gain approximately 15 feet (laterally) of property by both retaining the local soils, and increasing the factor of safety against soil wedge failure. Soil reactions on the proposed structural elements are assumed to be provided by the Geotechnical Engineer. SWA shall also submit slope stabilization plans to and coordinate with Union Pacific Railroad (UPRR), as well as provide general assistance to City staff during plan review by UPRR. This shall include participation in a minimum of one meeting with UPRR. Services under this task do not include any required UPRR fees which shall be paid by CITY.

**AMENDMENT NO. 2
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
KRUGER BENSEN ZIEMER ARCHITECTS, INC.**

Agreement No. 2016-009.2
City of Goleta, California

This Amendment No. 2 is made this 18th day of June, 2019 to a PROFESSIONAL DESIGN SERVICES AGREEMENT between the **CITY OF GOLETA** ("City") and **KRUGER BENSEN ZIEMER ARCHITECTS, INC.** ("Consultant") dated January 19, 2016 ("Agreement").

RECITALS

WHEREAS, Agreement No. 2016-009 was entered into for professional design, architectural, and engineering services for Fire Station 10; and

WHEREAS, Amendment No. 1 to Agreement No. 2016-009 was approved by the City Council on June 20, 2017, to extend the termination of Agreement No. 2016-009 to June 30, 2019; and

WHEREAS, the parties desire to amend Agreement No. 2016-009 again so as to extend the termination of Agreement No. 2016-009 to June 30, 2021; and

WHEREAS, the City Council approved this contract Amendment No. 2 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 6. TERM, PROGRESS AND COMPLETION** of Agreement No. 2016-009 is amended to extend the term of the agreement to read in its entirety:

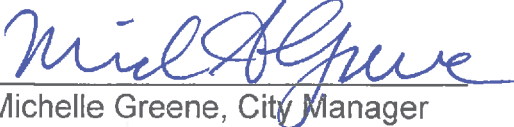
The term of this Agreement is from the date first written above to June 30, 2021, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

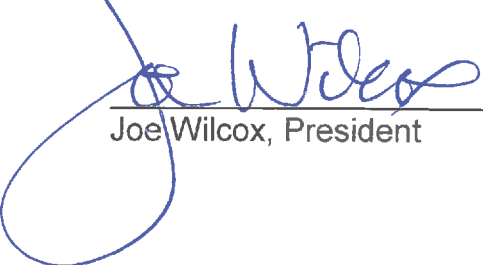
2. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

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

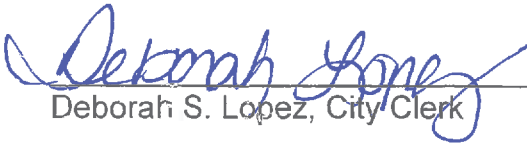
CITY OF GOLETA



Michelle Greene, City Manager

CONSULTANT


Joe Wilcox, President

ATTEST


Deborah S. Lopez, City Clerk


~~Steve Dowty, CFO, Vice President~~
TODD JESPERSEN

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney