



TO: Mayor and Councilmembers

FROM: Charles W. Ebeling, Public Works Director

CONTACT: Michael Winnewisser, Assistant Engineer

SUBJECT: Award a Professional Design Services Agreement with Dewberry Engineers, Inc. for the Hollister Class I Bike Path Lighting Project No. 9110

RECOMMENDATION:

Award and authorize the City Manager to execute a Professional Design Services Agreement with Dewberry Engineers, Inc. for the Hollister Class I Bike Path Lighting Project for a total not-to-exceed amount of \$83,855 with a termination date of June 1, 2022.

BACKGROUND:

The City had a Capital Improvement Program (CIP) project titled the Hollister Class I Bike Path Project which constructed a Class I bike lane/multi-use path along the south side of Hollister Avenue from Pacific Oaks Road to west of Pebble Beach Drive. The project was completed, and the bike path was opened for use in November 2017.

The Hollister Class I Bike Path Project did not include lighting for the bike path; however, the City added the Hollister Class 1 Bike Path Lighting Project to the City's 5-year Capital Improvement Program. In February 2019, Public Works Department staff (Public Works) submitted a Cycle 4 South Coast Safe Routes to School Program Measure A grant application for the Hollister Class I Bike Path Lighting Project. On May 16, 2019, Santa Barbara County Association of Governments (SBCAG) Board approved and awarded the Cycle 4 Measure A grant to the City for the Hollister Class I Bike Path Lighting Project in the amount of \$424,397. On August 20, 2019, the City approved and executed a Cycle 4 Measure A Cooperative Agreement with SBCAG for the project.

DISCUSSION:

The Hollister Class I Bike Path Lighting Project is included as part of the City's 5-year Capital Improvement Program and identified as Project No. 9110. The project will provide lighting for the newly constructed Class I bike path from Pacific Oaks Road to west of Pebble Beach Drive.

Public Works is ready to begin project design and have selected Dewberry Engineers, Inc. (Dewberry) to provide professional design services for the project. Dewberry was selected from the City's pre-authorized qualified consultant list that was established through a Request for Qualifications (RFQ) process and approved by City Council on December 3, 2019. Staff have negotiated a scope of work for the proposed project design services and Dewberry is qualified to perform the work. Therefore, Public Works staff are recommending that Council award and authorize the City Manager to execute a professional design services agreement with Dewberry Engineers, Inc. for the Hollister Class I Bike Path Lighting Project for a total not-to-exceed amount of \$83,855 with a termination date of June 1, 2022 (Attachment 1).

FISCAL IMPACTS:

Project Cost Estimate

The total estimated project cost including design, construction, and staff time is shown below:

Project Components	Estimated Costs	Funding Source	Funding Amounts
Staff	\$44,700	Measure A Grant (206)	\$424,400
Design (Dewberry)	\$84,000	Measure A (205)	\$264,300
Environmental Review (Consultant)	\$5,000		
Construction	\$400,000		
Construction Contingency	\$80,000		
Const. Management (Consultant)	\$75,000		
Total:	\$688,700	Total:	\$688,700

Current Project Funding

The Hollister Class I Bike Path Lighting Project is included in the FY 2020/21 budget and there is sufficient budget available for the proposed professional design services agreement cost. The following table summarizes the FY 2020/21 project budget amounts and funding source accounts:

Hollister Class I Bike Path Lighting (Project No. 9110)				
Account	Fund Type	FY 2020-21 Adopted Budget	YTD Actual/ Encumbrance	Available Balance
206-90-9110-57070 (Design)	Measure A Grant	\$ 87,725	\$0	\$ 87,725
205-90-9110-57070 (Design)	Measure A	\$ 36,000	\$0	\$ 36,000
Total		\$ 123,725	\$0	\$ 123,725

ALTERNATIVES:


The City Council may elect to not approve the agreement with Dewberry and not authorize design services for this project. Doing so would result in delays to the project schedule and may jeopardize Measure A grant funding.

Reviewed By:**Legal Review By:****Approved By:**


Kristine Schmidt
Assistant City Manager



Michael Jenkins
City Attorney



Michelle Greene
City Manager

ATTACHMENTS:

1. Agreement for Professional Design Services between the City of Goleta and Dewberry Engineers, Inc.

ATTACHMENT 1

Agreement for Professional Design Services Between The City Of
Goleta And Dewberry Engineers, Inc.

Project Name: CIP 9110 Hollister Class I Bike Path Lighting

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

This PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") is made and entered into this 1st day of June, 2021, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and DEWBERRY ENGINEERS INC. a California corporation (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional design services for CIP 9110 Hollister Class I Bike Path Lighting; and

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

WHEREAS, CONSULTANT was approved by Council on December 3, 2019 and placed on a short list of pre-approved consultants for project management services after review of a Request for Qualifications in compliance with Goleta Municipal Code Section 3.05.260; and

WHEREAS, the City Council, on this 1st day of June, 2021 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 Hollister Class I Bike Path Lighting Project Services shall generally include Project Management services as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

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

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$83,855 (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 1st, 2022, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

(b) **Payment.** CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

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 Michael Winnewisser. 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 1st, 2022, 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. 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 and payment 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.

7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Jose Silva 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, excluding departure due to illness, death or other professional pursuits, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

8. 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 reasonable 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.

9. 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.

10. RELATIONSHIP OF CONSULTANT TO CITY

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

11. CORRECTIONS

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

12. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

13. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

14. AUDIT OF RECORDS

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

15. WAIVER; REMEDIES CUMULATIVE

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

16. CONFLICT OF INTEREST

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

22. NON-APPROPRIATION OF FUNDS

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

23. MODIFICATION OF AGREEMENT

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

24. USE OF THE TERM "CITY"

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

25. PERMITS AND LICENSES

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

26. CAPTIONS

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

27. AUTHORIZATION

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

28. ENTIRE AGREEMENT BETWEEN PARTIES

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

29. PARTIAL INVALIDITY

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

30. NOTICES

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

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

TO CONSULTANT: Attention: Jose Silva, Principal Engineer
Dewberry Engineers, Inc.
11060 White Rock Road, Suite 200
Rancho Cordova, CA 95670

31. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

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

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

CITY OF GOLETA

Michelle Greene, City Manager

CONSULTANT

DocuSigned by:

1811FBC74C7B4D8...
Dennis Haglan, P.E., Vice President

ATTEST

Deborah Lopez, City Clerk

F. Jose Silva, PE, Associate Vice President

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:

A1BF8F896161498...
Winnie Cai, Assistant City Attorney

EXHIBIT A SCOPE OF WORK

Design Considerations and Assumptions

- This scope of services includes PS&E for lighting on the Hollister Avenue Class I bikeway between Pebble Beach Drive and Pacific Oaks Road.
- Project will be constructed within existing CITY right-of-way.
- Temporary construction easements are not anticipated.
- Landscape and drainage are not part of this scope of services.
- Traffic Handling plans are not anticipated. Use standard closures.
- The scope of services assumes that the changes to the project and the regulatory setting will not result in a change in impacts and thus a re-validated CEQA CE is the appropriate document.
- Meetings include up to two (2) in person meetings at the CITY offices and up to one (1) in person field meeting during construction.

Services Provided by the CITY

The services provided by the CITY include:

- Pay associated fees for permits such as Coastal Commission and environmental documentation, and others.
- Coordination with the public and lead any public outreach.
- Boiler plate for special provisions and assembling package for bidding.

Task 1: Management

1.1 Project Management

CONSULTANT will perform the activities to plan, lead, direct, monitor and coordinate the work to complete the project, monitor budget and schedule and prepare a monthly progress report.

CONSULTANT will develop and update the project schedule to be submitted to the CITY.

CONSULTANT will communicate regularly with CITY project manager using telephone, email, written correspondence, and meetings throughout the term of the contract.

CONSULTANT will support the CITY with Council meetings and public outreach by providing exhibits and technical information and be available to respond to questions during the meetings. This includes up to one (1) meeting in person at the CITY.

1.2 Team Meetings

CONSULTANT will schedule, chair, and prepare meeting agendas and notes for the Project Development Team (PDT) meetings. Notes will be distributed to attendees within five (5) working days after the meeting. The notes will include discussion items, decisions made and action items. Up to three (3) PDT meetings are anticipated for this task. This includes up to one (1) PDT meeting in person at the CITY. Phone conferences will be planned and coordinated with the City project manager (Up to 6). This includes up to one (1) meeting with Design Review Advisory Board and one (1) in person Council meeting as referenced in Task 1.1 above.

1.3 Quality Assurance/Quality Control

CONSULTANT will monitor the quality of deliverables, calculations and other work products. CONSULTANT will follow our internal quality control procedure and checklists, including a documented peer review and constructability review. A senior engineer with design and construction expertise will perform an independent review of the project documents at each submittal for consistency, constructability, and bidability. The CONSULTANT Principal-in-Charge will periodically review the overall project progress with the CONSULTANT project manager.

As the design phase proceeds, the regularly scheduled reviews will help the team identify and evaluate issues that may affect the project.

List of Deliverables:

- Monthly progress reports and schedule update
- Meeting Agendas and Notes for meetings
- Phone Conference Agendas and Notes
- QC checklists with milestone submittals

Task 2: Reconnaissance

2.1 Data Collection

CONSULTANT will continue to collect information from the CITY as data becomes available.

Task 3: Environmental

CONSULTANT will coordinate with the CITY to confirm the project activities being proposed and the original project description. CONSULTANT will prepare a CEQA

Categorical Exemption (CE). The CE will document the project as well as the regulatory setting. The CE will also include documentation that project does not include impacts that would require mitigation and that the project meets the CEQA CE exemption requirements listed in CEQA Guidelines Sections 15300 through 15332. The scope of services assumes that the project will not result in impacts and thus, a CEQA CE is the appropriate document..

If, during the preparation of the revalidated CE, it is determined that the changes in the project or the regulatory setting would result in an impact not previously identified, or would result in the need for mitigation measures, CONSULTANT will contact the CITY immediately. This would be considered outside of the scope of services and require additional fee.

Task 4: Construction Documents

CONSULTANT will complete plans, specifications and estimate.

4.1 Draft (90%) Plans, Specification and Estimate

CONSULTANT will complete draft design plans, specifications and probable construction costs. CONSULTANT will verify installed conduits and pull boxes in the field and use collected information for design. CONSULTANT will also prepare PS&E for a signal interconnect system between the Hollister Ave/Entrance Road signal and the Hollister Ave/Pacific Oaks Road signal. The 90% plans will include construction details, pole location details and service wiring diagram. CONSULTANT will perform a QA/QC review prior to finalizing package. CONSULTANT will also perform a site review with plans in hand to assess constructability of the project and make changes prior to the PS&E package submittal. CONSULTANT will incorporate agreed upon CITY comments. Plans are anticipated to be prepared on 22" x 34" improvement plan sheets (11" x 17" half-size).

See List of Anticipated Plan Sheets under Task 4.2 below.

Technical Specifications will be based on the Greenbook format.

Estimate will be prepared similar to Caltrans BEES format. Quantities will be prepared and checked.

List of Deliverables:

- 90% Plans full-size (22"x34" and half-size (11"x17) (PDF and 3 hard copies)
- 90% Technical Specifications (PDF, Word and 3 hard copies)
- 90% Estimate (PDF, Excel and 3 hard copies)

4.2 Final PS&E

CONSULTANT will incorporate agreed upon CITY comments from the 90% submittal and submit responses in writing. CONSULTANT will complete final plans, specifications and estimate.

CONSULTANT will assemble a resident engineer file and survey information file.

List of Deliverables:

- Final Plans full-size (22"x34") and half-size (11"x17) (PDF and 3 hard copies)
- Final Technical Specifications (PDF, Word and 3 hard copies)
- Final Estimate (PDF, Excel and 3 hard copies)
- Responses to 90% City Review Comments (PDF and 3 hard copies)
- Resident Engineer and Survey Information File (PDF and hard copy)

Anticipated sheets:

Description	Quantity	90%	Final
Title Sheet	1	x	x
General Notes, Legends, Abbreviations	1	x	x
Construction Details (Scale Varies)	2	x	x
Construction Area Signs	1	x	x
Lighting Plans (1" =40') and Details (Scale varies)	4	x	x
Signal Interconnect (1" =40')	2	x	x
Total	11		

Task 5: Bidding Assistance

CONSULTANT will provide assistance to the CITY during bidding of the project. The work may include answering questions from prospective bidders, assisting the CITY in the preparation of addenda to the PS&E during the advertisement period, and providing consultation and interpretation of the construction documents.

List of Deliverables:

- Addenda if needed
- Respond to RFI's if needed

Task 6: Construction Assistance

CONSULTANT will provide construction engineering support which includes but not limited to responding to contractors inquiries through the CITY's requests. Requests for information (RFI) and clarifications on documents will be completed within five calendar days. Review change orders requested by the CITY and will attend up to one (1) field visit to the construction site requested by the CITY. The field visit will include discussion with the Resident Engineer to answer questions regarding the ongoing construction activities; review and approve shop drawings and other required contractor submittals. Construction support hours, beyond those included in the fee estimate with this scope of services, will need prior CITY approval and will be charged as additional services.

CONSULTANT will prepare As-Built/Record Drawings incorporating changes made during construction based on one plan set marked up by Contractor and reviewed by the CITY.

List of Deliverables:

- Review Document
- Final Record Drawings (PDF and AutoCAD)

**EXHIBIT B
SCHEDULE OF FEES**

Title	Hourly Rate
Project Manager	\$310
Principal Engineer	\$310
Engineer Range IV	\$165
CAD Technician	\$120
Senior Environmental Planner	\$170
Environmental Assistant	\$115
Admin Assistant	\$85