



Agenda Item A.16
CONSENT CALENDAR
Meeting Date: June 15, 2021

TO: Mayor and Councilmembers

FROM: Charles W. Ebeling, Public Works Director

CONTACT: James Campero, Deputy Public Works Director

SUBJECT: Amendments to Public Works Engineering Professional Service Agreements for Fiscal Year 2021-2022

RECOMMENDATION:

- A. Authorize the City Manager to execute Amendment No. 2 to Professional Services Agreement No. 2018-079 with MNS Engineers, Inc. for Engineering Division support services, increasing the contract authority by \$270,000 for Fiscal Year 2021/22, for a new total contract amount of \$1,071,120, and extending the agreement termination date to June 30, 2022;
- B. Authorize the City Manager to execute Amendment No. 1 to Professional Services Agreement No. 2020-096 with COM3 Consulting, Inc., for Project Management support services, increasing the contract authority by \$260,000 for a new total contract amount of \$410,000, and extending the agreement termination date to June 30, 2022; and
- C. Authorize the City Manager to execute Amendment No. 1 to Professional Services Agreement No. 2021-026 with Flowers & Associates, Inc., for inspection support services, increasing the contract authority by \$85,000, for a new total contract amount of \$130,000, and extending the agreement termination date to June 30, 2022.

BACKGROUND:

Public Works Department staff (Public Works) has engaged private consultants to perform a variety of professional services for the City since incorporation in 2002. Prior to initiating an agreement for professional services, the City's purchasing regulations in the municipal code require an open solicitation for necessary services. This is done through the Request for Proposals/Request for Qualifications (RFP/RFQ) process.

On August 8, 2019, Public Works released an RFQ to establish pre-authorized qualified consultant lists for the following various professional services:

- Project Management
- Engineering

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

Statements of Qualifications (SOQs) were received on September 5, 2019 and reviewed by staff. On December 3, 2019, City Council approved and established a pre-authorized qualified consultant list for various professional services identified above.

Public Works selected MNS Engineers, Inc., COM3 Consulting, Inc., and Flowers & Associates, Inc. from the City's approved pre-authorized qualified consultant list to provide various professional support services to the Engineering Division. MNS Engineers Inc., currently provides Engineering Division support services, including review and processing of encroachment permit and land development applications, managing traffic engineering requests, and assisting on capital maintenance projects. COM3 Consulting Inc. currently provides project management support services for capital maintenance and Capital Improvement Program (CIP) Projects. Flowers & Associates, Inc. provides on-call inspection services for encroachment permits issued by the Engineering Division.

DISCUSSION:

Public Works selected and executed agreements with the following consultants from the City's approved pre-authorized qualified consultant list to provide various professional services for the Engineering Division: MNS Engineers, COM3 Consulting, Inc. and Flowers & Associates, Inc. The information below summarizes the services being provided by each consultant, proposed amendments, justification, and recommended actions.

MNS Engineers, Inc. Agreement No. 2018-079 – Engineering Division Support Services.

History:

The table below provides a summary of the history of the existing agreement with MNS Engineers, Inc. (MNS):

<i>Contract</i>	<i>Date Approved</i>	<i>Termination Date</i>	<i>Approved Budget</i>	<i>Total Budget</i>
Original	Aug 21, 2018	Jun 30, 2020	\$300,000	\$300,000
Amend 1	Dec. 17, 2019	Jun 30, 2021	\$250,560 / year for 2 years	\$801,120

Scope:

Provide Engineering Division support services as described below:

- Review and help process land development projects
- Coordination with Planning Department for development related items
- Review Engineering Division permit applications
- Provide plan check services for development & encroachment permit projects
- Provide field inspection/observation services
- Provide design services for capital maintenance programs and projects
- Respond to Public Works Department citizen/public inquires

Justification:

There continues to be a significant and expanding scope of services required within the Engineering Division of the Public Works Department. The City has an existing agreement with MNS to provide Engineering Division support services to assist the Public Works Department in delivering needed engineering services for encroachment permit and development applications. The existing agreement will expire on June 30, 2021. Public Works is satisfied with the professional services provided by MNS and is recommending an amendment so MNS can continue to provide Engineering Division support services through next fiscal year 2021/22.

Recommendation:

Public Works recommends Amendment No. 2 to Agreement No. 2018-079 with MNS extending the termination date to June 30, 2022 and increasing the contract authority by \$270,000 for Fiscal Year 2021/22, increasing the total compensation amount for a new total amount not-to-exceed of \$1,071,120 (Attachment 1).

COM3 Consulting, Inc. Agreement No. 2020-096 – Project Management Support Services.

History:

The table below provides a summary of the history of the existing agreement with COM3 Consulting, Inc. (COM3):

Contract	Date Approved	Termination Date	Approved Budget	Total Budget
Original	Oct 20, 2020	June 30, 2021	\$150,000	\$150,000

Scope:

Provide project management support services for the following programs/projects:

- Provide project managements services for the following projects:
 - Ekwill Street and Fowler Road Extensions Project No. 9002
 - Hollister Avenue Bridge Project No. 9033
 - Crosswalk PHB on Calle Real near Encina Lane Project No. 9087
 - Crosswalk PHB at Calle Real/Fairview Center Project No. 9099

- RRFB Improvements at School Crosswalks Project No. 9088
- Annual Pavement Rehabilitation Project
- Capital Maintenance projects
- Development Impact Fee Program review and updates
- Goleta Disaster Debris Management Plan development and coordination with Santa Barbara County
- San Jose Creek Channel maintenance and permitting assistance

Justification:

COM3 has been providing project management support services to the Public Works Department over the past year to help manage the numerous capital maintenance and CIP projects. Public Works is satisfied with the professional services provided by COM3 and is recommending an amendment so COM3 can continue to provide project management services through next fiscal year 2021/22.

Recommendation:

Public Works recommends Amendment No. 1 to Agreement No. 2020-096 with COM3 extending the termination date to June 30, 2022 and increasing the compensation amount by \$260,000 for a new total not-to-exceed amount of \$410,000 (Attachment 2).

Flowers & Associates, Inc. Agreement No. 2021-026 – On-call Inspection Services.**History:**

The table below provides a summary of the history of the existing agreement with Flowers and Associates, Inc. (Flowers):

Contract	Date Approved	Termination Date	Approved Budget	Total Budget
Original	April 20, 2021	June 30, 2021	\$45,000	\$45,000

Scope:

Provide on-call inspection services in conjunction with City issued encroachment permits for private construction within the public right-of-way. Services are for work scheduled outside normal City business hours. Services shall generally include on-call oversight and inspection of encroachment permits verifying adherence to local and state laws, and conformance to City standard details for construction.

Justification:

There continues to be a significant number of Public Works encroachment permit applications that require inspection outside of the normal City business hours. To facilitate these permits, Flowers currently provides on-call inspection services for the City. Public Works is satisfied with the professional services provided by Flowers and is recommending an amendment so Flowers can continue to provide on-call inspection services through next fiscal year 2021/22.

Recommendation:

Public Works recommends Amendment No. 1 to Agreement No. 2021-026 with Flowers extending the termination date to June 30, 2022 and increasing the compensation amount by \$85,000 for a new total amount not-to-exceed of \$130,000 (Attachment 3).

FISCAL IMPACTS:

There are sufficient funds in the proposed FY 2021-22 budget for the subject amendments, so no new additional appropriations are necessary for the proposed amendments. The Flowers contract amount will be billed entirely to developer deposit accounts so no City funding will be needed. Portions of the MNS contract costs may also be billed to developer deposit accounts. The table below lists the vendors, the amended contract amounts, the funding accounts, and the proposed FY 2021-22 budget amounts.

Vendor/ Agreement No.	Amended Contract Amounts	Account	Fund Type	FY 2021-22 Proposed Budget
MNS/2018-079	\$270,000	101-50-5200-51200	General Fund	\$490,000
COM3/20-096	\$260,000	101-50-5200-51300 101-50-5500-51200 Various CIP accounts	General Fund and Various CIP funding	\$146,000 \$160,000 Various CIP Accounts
Flowers/21-026	\$85,000	Developer Deposit Accounts	Developer Deposit Accounts	N/A

ALTERNATIVES:

The City Council may elect not to authorize one or more of these agreement amendments and direct the Public Works Department to seek statements of qualifications and proposals from additional qualified firms. Doing so could cause delays in the management and delivery of Public Works services provided by the Engineering Division and could impact the schedule and/or grant funding for capital maintenance and CIP projects.

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

 Kristine Schmidt
 Assistant City Manager


 Michael Jenkins
 City Attorney


 Michelle Greene
 City Manager
ATTACHMENTS:

1. Amendment No. 2 to Professional Services Agreement No. 2018-079 with MNS Engineering, Inc.

2. Amendment No. 1 to Professional Services Agreement No. 2020-096 with COM3 Consulting, Inc.
3. Amendment No. 1 to Professional Services Agreement No. 2021-026 with Flowers & Associates, Inc.
4. MNS Engineering, Inc. Agreement No. 2018-079 and Amendment No. 1 (available online only)
5. COM3 Consulting, Inc. Agreement No. 2020-096 (available online only)
6. Flowers & Associates, Inc. Agreement No. 2021-026 (available online only)

ATTACHMENT 1

Amendment No. 2 to Professional Services Agreement No. 2018-079 with
MNS Engineering, Inc.

**AMENDMENT NO. 2
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
MNS ENGINEERS, INC.**

This **Amendment No. 2** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and MNS Engineers, Inc., ("Consultant") dated August 21, 2018 ("Agreement," Agreement No. 2018-079) is made on this 15th day of June, 2021.

RECITALS

WHEREAS, this Agreement is for the professional services for Public Works Engineering Division support services; and

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

WHEREAS, on December 17, 2019, the Agreement was amended to add additional compensations in the amount of two hundred fifty thousand five hundred and sixty dollar (\$250,560) for two fiscal years, thus extending the termination date to June 30, 2021 and expanding the services to scope of work to include permit review and approval, Pavement Management Program, Inspection Services and Development Review. ("Amendment No.1"); and

WHEREAS, the Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed eight hundred one thousand one hundred twenty dollar (\$801,120); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$270,000 for continued tasks; and

WHEREAS, the Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2021; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2022; and

WHEREAS, the Agreement currently provides in Exhibit A-1 entitled "Scope of Work" the complete and particular description of services; and

WHEREAS, the parties desire to amend Exhibit A-1 by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-2"; and

WHEREAS, the City Council approved this Amendment No.2, on this 15th day of June, 2021.

AMENDED TERMS

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

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$270,000 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 \$1,071,120 (herein "not-to-exceed amount") and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2022, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT

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

The term of this Agreement is from the date first written above to June 30, 2022, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

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

Exhibit A-1 "Scope of Work" with **Exhibit A-2 "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. 2 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

James A Salvito, President

ATTEST:

Deborah Lopez, City Clerk

Jeff Edwards, Vice President

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:


Winnie Cai, Assistant City Attorney

EXHIBIT A-2

SCOPE OF WORK

CONSULTANT shall provide the City with professional engineering and surveying services to assist the Public Works Department with land development review, review of encroachment permits applications and plans, review of traffic engineering related items, field inspection, and development and review of capital maintenance projects. CONSULTANT shall work to protect the interests of the City and to provide the highest quality services possible for the City.

CONSULTANT is a qualified professional capable of providing the services listed below to the City. Scope elements include:

- Review land development projects (land use permit projects). Provide application completeness comments, conditions of approval and attend Public Works Department staff meetings for coordination.
- Coordinate with the Planning and Environmental Review Department on land development projects.
- Review engineering permit applications for the Public Works Department. Verify completeness and adherence to Public Works requirements.
- Provide plan check services for development and encroachment permit projects.
- Storm drain, sewer and water system design, as needed.
- Provide design services as needed for capital maintenance programs and projects.
- Provide inspection and field observation services as needed for development and encroachment permit projects.
- Provide engineering support services for Flood Plain Manager related items.
- Assist the City with establishing and/or modifying Public Works Department policies and procedures.
- Coordinate with the City Manager's Office and/or City Attorney Departments as it relates to Public Works Department items, including traffic engineering, development and encroachment permit projects.
- Respond to Public Works Department citizen inquiries.

Deliverables:

- Provide plan check comments electronically on land development and encroachment permit projects and file in the Public Works Department electronic filing system.

City of Goleta

Amendment No. 2 to Agreement No. 2018-079 MNS Engineers, Inc.

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- Provide application completeness memos for land development projects within the deadline specified and file in the Public Works Department electronic filing system.
- Provide Public Works conditions of approval (COA) for land development projects within the deadline specified and file in the Public Works Department electronic filing system.
- Attend Planning and Environmental Review Department coordination meetings and draft and file meeting minutes.
- Develop and/or review design plans and specifications for capital maintenance projects.
- Provide memos as needed as it relates to Engineering Division related items.
- Provide Public Works Department inspection services and provide inspector daily logs of work activities.

ATTACHMENT 2

Amendment No. 1 to Professional Services Agreement No. 2020-096 with
COM3 Consulting, Inc.

**AMENDMENT NO. 1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
COM3 CONSULTING, INC.**

This **Amendment No. 1** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and COM3 Consulting, Inc. a California corporation ("Consultant") dated October 20, 2020 ("Agreement," Agreement No. 2020-096) is made on this 15th day of June, 2021.

RECITALS

WHEREAS, this Agreement is for professional services for project management support services for Capital Improvement Program Projects; and

WHEREAS, the CITY has a need for continued professional able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and

WHEREAS, the Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed one hundred fifty thousand (\$150,000); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$260,000 for continued and additional project management tasks; and

WHEREAS, the Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2021; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2022; and

WHEREAS, the Agreement currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services; and

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

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

WHEREAS, the parties desire to amend Exhibit B of the Agreement to identify the new hourly rates, attached as "Exhibit B-1"; and

WHEREAS, the City Council approved this Amendment No. 1, on this 15th day of June, 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 add an additional authorized amount of \$260,000 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 \$410,000 (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, 2022, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

The term of this Agreement is from the date first written above to June 30, 2022, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

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

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

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

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

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

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

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Gerald Comati, President

ATTEST:

Deborah Lopez, City Clerk

Gerald Comati, Chief Financial Officer

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:


A1BFB896161498
Winnie Cai, Assistant City Attorney

EXHIBIT A-1

Scope of Work

Consultant shall provide the following services:

1. Development Impact Fee Program:

- a. DIF application protocols.
- b. DIF project cost updates.
- c. Other DIF related activities.

2. 9002 - Ekwill/Fowler Extension Project

- a. Provide continuous interface with City staff regarding project.
- b. As required, schedule and attend project team meetings and prepare meeting agendas and action items.
- c. Follow up to ensure action items are complied with.
- d. Oversee engineering consultants.
- e. Coordinate with other agencies including Caltrans, SBCAG, City of Santa Barbara, SB Bicycle Coalition, Resource Agencies, and County Flood Control.
- f. Prepare project status reports for projects as required.
- g. Prepare draft Staff Reports for Council Action items.
- h. Prepare, review and comment on any cooperative agreements necessary for projects.
- i. Prepare project correspondence for City as required.
- j. Provide technical review and comment on consultant deliverables.
- k. Development/maintenance of project schedules.
- l. Track and monitor project costs.
- m. Track and monitor project funding.
- n. Maintain Project Finance plans.
- o. Coordinate with Caltrans STIP funding and prepare STIP funding documentation as required.
- p. Assist City Staff in preparation of grant funding claims, as necessary.
- q. Assist City in securing additional funding for project, as necessary.
- r. Prepare RFP's for CM and other professional services, as required to continue progress of projects.
- s. Attend public hearings as required.
- t. Oversee right of way acquisition process.
- u. Coordinate eminent domain process.
- v. Meet with private property owners as required.
- w. Oversee construction bid and award process.
- x. Provide construction oversight services.

3. 9033 - Hollister Avenue Bridge Project

- a. Provide continuous interface with City staff regarding projects.
- b. Schedule and attend project team meetings and prepare meeting agendas and action items and track action items.
- c. Coordinate with other agencies including Caltrans, SBCAG, SB Bicycle Coalition, Resource Agencies, and County Flood Control.
- d. Prepare project status reports for City including reports to Council on project status.
- e. Prepare draft Staff Reports for Council Action items.
- f. Prepare, review and comment on any cooperative agreements necessary for projects.
- g. Prepare project correspondence for City as required.
- h. Provide technical review and comment on engineering deliverables.
- i. Development/maintenance of project schedules.
- j. Track and monitor project costs.
- k. Track and monitor project funding.
- l. Coordinate with Caltrans Local Assistance regarding HBP and prepare HBP funding documentations as required.
- m. Ensure compliance with Federal requirements.
- n. Assist City Staff in preparation of grant funding claims, as necessary.
- o. Assist City Staff in securing additional funding for project, as necessary.
- p. Prepare RFP's for professional services, as required to continue progress of projects.
- q. Attend public hearings as required.
- r. Track right of way acquisition process.
- s. Coordinate eminent domain process if required.
- t. Meet with private property owners as required.

4. Disaster Debris Management Plan (DDMP)

- a. Coordinate with Santa Barbara County re/ Regional and Goleta specific DDMP.
- b. Coordination with City Staff re/ Goleta specific DDMP.

5. San Jose Creek Channel

- a. Provide coordination re/ San Jose Creek Channel related projects including channel maintenance and fish-passage.
- b. Provide coordination with Santa Barbara Flood Control District.
- c. Coordination with other consultants, as necessary.
- d. Prepare project status reports for projects as required.
- e. Prepare project correspondence for City as required.
- f. Provide technical review and comment on consultant deliverables.
- g. Development/maintenance of project schedules.
- h. Track and monitor project costs.
- i. Track and monitor project funding.

6. Other Projects

- a. Provide continuous interface with City staff regarding projects.
- b. Attend Project meetings and prepare meeting agendas and action items.
- c. Follow up to ensure action items are performed.
- d. Coordination with consultants.
- e. Coordinate with other agencies.
- f. Provide technical review and comment on consultant deliverables.
- g. Development/maintenance of project schedules.
- h. Prepare bid-packages.
- i. Track and monitor project costs.
- j. Track and monitor all funding.
- k. Prepare grant funding claims as required.
- l. Prepare Grant Applications.
- m. Prepare RFP's for professional services, as required to continue progress of projects.

7. Project Management Assistance for Various CIP Projects

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

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

- 9088 – Rectangular Rapid Flashing Beacons (RRFB) Improvements at School Crosswalks.
- 9058 Rectangular Rapid Flashing Beacons (RRFB) at Chapel/Pedestrian Hybrid Beacon (PHB) at Kingston.
- 9004 - Cathedral Oaks O/C and O/H Project.
- 9087 - Crosswalk PHB on Calle Real near Encina Lane.
- 9099 - Crosswalk PHB at Calle Real / Fairview Avenue.
- 5800-1 - Annual Pavement Rehabilitation Project.
- Cathedral Oaks Road Settlement Repair (T1902).
- Dearborn Place and Armitos Avenue – Pavement Repairs.
- 9114 - Lake Los Carneros Footbridge.
- 5800-1 - Engineering Pavement / Concrete Program.

City of Goleta

Amendment No.1 to Agreement No.20-096 COM3 Consulting, Inc.

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- T2112 - Cathedral Oaks Road Pavement Repair and Sidewalk Replacement Project.
- Public Works Corporate Yard Repairs.
- Project management assistance for other various CIP related items.
- Provide continuous interface with City staff regarding projects.
- Coordinate with engineering consultants.
- Coordinate with other agencies.
- Development/maintenance of project schedules.
- Deliverable: Provide technical review and comment of consultant deliverables.
- Deliverable: Prepare bid-packages.
- Deliverable: Prepare Grant Applications.

EXHIBIT B-1

Schedule of Fees

COM3 Consulting - Labor Rates

Name			\$/Hr	Title
Gerald Comati			180	Project Manager
Deborah Talarico			110	Project Manager
Various			50	Administrative Support

COM3 Consulting - Expenses

Description			Unit	\$/Unit
Mileage			Miles Driven	0.55
Per Diem			Night	120
Mail			EA	actual
Reproduction			EA	actual

ATTACHMENT 3

Amendment No. 1 to Professional Services Agreement No. 2021-026 with
Flowers and Associates, Inc.

**AMENDMENT NO. 1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
FLOWERS & ASSOCIATES, INC.**

This **Amendment No. 1** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Flowers & Associates, Inc., a California Corporation** ("Consultant") dated April 20, 2021 ("Agreement," Agreement No.2021-026) is made on this 15th day of June, 2021.

RECITALS

WHEREAS, this Agreement is for the on-call traffic control monitoring services for encroachment permit traffic control; and

WHEREAS, the Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed forty five thousand dollars (\$45,000); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$85,000 for continued tasks; and

WHEREAS, the Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2021; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2022 and

WHEREAS, the City Council approved this Amendment No. 1, on this 15th day of June, 2021.

AMENDED TERMS

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

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$85,000 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 \$130,000 (herein "not-to-exceed amount") and shall be earned as the work progresses.

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

The term of this Agreement is from the date first written above to June 30, 2022, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

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

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

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Robert A Schmidt, PE Principal

ATTEST:

Deborah Lopez, City Clerk

Alan H. Chierici, Vice President

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:

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Winnie Cai, Assistant City Attorney

ATTACHMENT 4

Professional Services Agreement No. 2018-079 with MNS Engineering,
Inc. and Amendment 1 (Online Only)

Project Name: Engineering Division Land Development Review Services

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

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

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

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

WHEREAS, CONSULTANT was approved by Council on December 20, 2016 and placed on a short list of pre-approved consultants for engineering design services after review of a Request for Qualifications; and

WHEREAS, the City Council, on this 21st day of August, 2018, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional Development Review Services in conjunction with Public Works Engineering Division Land Development Review Services Project. Services shall generally include as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

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

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$300,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2020, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

4. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

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

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

7. OWNERSHIP OF DOCUMENTS

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

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Jeff Edwards, Project Manager is deemed to be specially experienced and is a key member of CONSULTANT's firm and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

9. INSURANCE

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

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

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

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

10. RELATIONSHIP OF CONSULTANT TO CITY

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

11. CORRECTIONS

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

12. TERMINATION BY CITY

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

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

13. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

14. AUDIT OF RECORDS

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

15. WAIVER; REMEDIES CUMULATIVE

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

16. CONFLICT OF INTEREST

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

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. 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.

21. 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.

22. 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.

23. USE OF THE TERM "CITY"

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

24. 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.

25. 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.

26. AUTHORIZATION

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

27. ENTIRE AGREEMENT BETWEEN PARTIES

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

28. PARTIAL INVALIDITY

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

29. NOTICES

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

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

TO CONSULTANT:


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

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

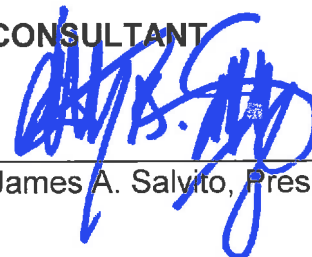
This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

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

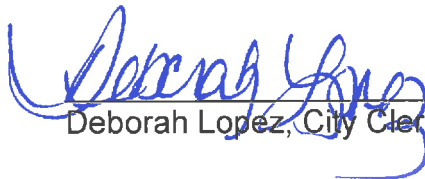
CITY OF GOLETA


Michelle Greene, City Manager

CONSULTANT


James A. Salvito, President

ATTEST


Deborah Lopez, City Clerk


Greg Chelini, Vice President

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney

EXHIBIT A SCOPE OF WORK

Task 1- Project Understanding

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

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

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

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

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

Task 2 - Project Assumptions

Land Development Review Tasks:

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

Deliverables:

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

EXHIBIT B SCHEDULE OF FEES

PROJECT AND PROGRAM MANAGEMENT

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

ENGINEERING

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

SURVEYING

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

CONSTRUCTION MANAGEMENT

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

TECHNICAL SUPPORT

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

ADMINISTRATIVE SUPPORT

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

GOVERNMENT SERVICES

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

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

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

RECITALS

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

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

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

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

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

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

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

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

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

AMENDED TERMS

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

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

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$801,120 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2021, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

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

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

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

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

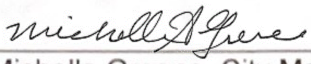
Exhibit A "Scope of Work" with **Exhibit A-1 "Scope of Work"** attached hereto and incorporated herein.

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

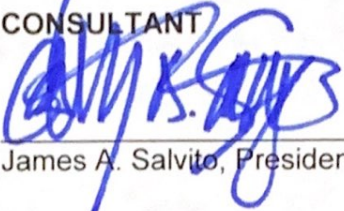
In concurrence and witness whereof, this Amendment No. 1 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

DocuSigned by:

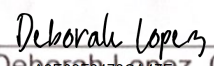

Michelle Greene, City Manager

CONSULTANT


James A. Salvito, President

ATTEST:

DocuSigned by:


Deborah Lopez, City Clerk


Greg Cholini, Vice President
JEFF EDWARDS

APPROVED AS TO FORM


Winnie Cai, Assistant City Attorney

EXHIBIT A-1 SCOPE OF WORK

Task 1- Project Understanding

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

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

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

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

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

Task 2 - Project Assumptions

Land Development Review Tasks:

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

Deliverables:

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

3. Engineering Division Lead

The Public Works Department of the City of Goleta is divided into six divisions; Administration, Capital Improvement Projects (CIP), Engineering, Solid Waste, Maintenance and Parks and Open Space. The Principal Civil Engineer serves as the lead for the Engineering Division overseeing the following major activities:

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

4. Permits Review and Approval

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

5. Pavement Management

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

6. Inspection Services

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

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

7. Development Review

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

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

8. Traffic, Streets and Safety

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

9. Floodplain Manager

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

ATTACHMENT 5

Professional Services Agreement No. 2020-096 with COM3 Consulting,
Inc. (Online Only)

2020-096

Project Name: Various CIP Projects

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

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

WHEREAS, the CITY has a need for professional services for project management support services for various Capital Improvement Program Projects; and

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

WHEREAS, the CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260 by an evaluation process of proposals received from the pre-authorized qualified consultant list; and

WHEREAS, the City Council, on this 20th day of October, 2020, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional Project Management Services in conjunction with assigned various Capital Improvement Program (CIP) projects. Services shall generally include professional project management services as more particularly set forth in the Scope of Work, attached as Exhibit "A", and incorporated herein.

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$150,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2021, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

4. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is James Campero. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

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

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

7. OWNERSHIP OF DOCUMENTS

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

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Deborah Talarico is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

9. HOLD HARMLESS AND INDEMNITY

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

of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

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

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

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

- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

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

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

- h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATIONSHIP OF CONSULTANT TO CITY

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

12. CORRECTIONS

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

13. TERMINATION BY CITY

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

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

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

16. WAIVER; REMEDIES CUMULATIVE

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

17. CONFLICT OF INTEREST

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

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. NONDISCRIMINATION

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

22. TAXPAYER IDENTIFICATION NUMBER

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

23. NON-APPROPRIATION OF FUNDS

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

24. MODIFICATION OF AGREEMENT

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

25. USE OF THE TERM "CITY"

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

26. PERMITS AND LICENSES

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

27. CAPTIONS

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

28. AUTHORIZATION

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

29. ENTIRE AGREEMENT BETWEEN PARTIES

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

30. PARTIAL INVALIDITY

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

31. NOTICES

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

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

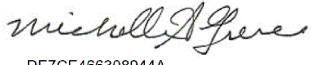
TO CONSULTANT: Gerald Comati, President
COM3 Consulting, Inc.
1943 Grand Avenue
Santa Barbara, CA 93103

32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES


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

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

CITY OF GOLETA

DocuSigned by:

DE7CE466308944A...
Michelle Greene, City Manager

CONSULTANT

DocuSigned by:

FC85D7FBB8914E5...
Gerald Comati, President

ATTEST

DocuSigned by:

A3E09F3473CA47E...
Deborah Lopez, City Clerk

DocuSigned by:

FC85D7FBB8914E5...
Gerald Comati, Chief Financial Officer

APPROVED AS TO FORM:

MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:

A1BF8F896161498...
Winnie Cai, Assistant City Attorney

EXHIBIT A Scope of Work

COM3 Consulting, Inc.

October 2020

Project Management Assistance for various CIP Projects:

Consultant will provide the following services:

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

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

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

EXHIBIT B

Schedule of Fees

COM3 Consulting, Inc.

October 2020

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

ATTACHMENT 6

Professional Services Agreement No. 2021-026 with Flowers and
Associates, Inc. (Online Only)

2021-026

Project Name: On-Call Traffic Control Monitoring Services

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
FLOWERS & ASSOCIATES, INC.**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 20 day of April, 2021, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and Flowers & Associates, a civil engineering, planning, and construction engineering corporation (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional on-call traffic control monitoring services for encroachment permit traffic control.; and

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

WHEREAS, the CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260 by means of a formal request for proposal/qualifications process; and

WHEREAS, the City Manager approved this AGREEMENT pursuant to Goleta Municipal Code section 3.05.070.

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 Services on-call inspection services in conjunctions with City issued encroachment permits for private construction within the public right-of-way. Services are for work scheduled outside normal City business hours. Services shall generally include on-call oversight and inspection of encroachment permits adherence to local and state laws, and conformance to City standard details for construction, 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 \$45,000. (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2021 after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

4. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Melissa Angeles, Project Manager shall have the authority to act on behalf of the CITY in administering

this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

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

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed by June 30, 2021 and incorporated here in as "on-call inspection services."

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. Alan Chierici, Flowers & Associates is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

9. HOLD HARMLESS AND INDEMNITY

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

connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

(b) Defense and Indemnity of Third Party Claims/Liability. CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

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

- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

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

- a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- d) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.

- g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATIONSHIP OF CONSULTANT TO CITY

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

12. CORRECTIONS

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

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for

actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

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

16. WAIVER; REMEDIES CUMULATIVE

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

17. CONFLICT OF INTEREST

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. NONDISCRIMINATION

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

22. TAXPAYER IDENTIFICATION NUMBER

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

23. NON-APPROPRIATION OF FUNDS

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

24. MODIFICATION OF AGREEMENT

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

25. USE OF THE TERM "CITY"

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

26. PERMITS AND LICENSES

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

27. CAPTIONS

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

28. AUTHORIZATION

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

29. ENTIRE AGREEMENT BETWEEN PARTIES

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

30. PARTIAL INVALIDITY

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

31. NOTICES

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

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

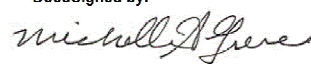
TO CONSULTANT: Alan Chierici, Vice President
Flowers & Associates, Inc.
201 North Calle Cesar Chavez, Suite 100
Santa Barbara, CA 93103

32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

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

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

CITY OF GOLETA

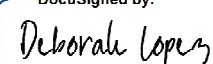
DocuSigned by:

DE7CE486308944A...
Michelle Greene, City Manager

CONSULTANT

DocuSigned by:

E846532DDAFD45A...
Robert A. Schmidt, P.E. Principal

ATTEST

DocuSigned by:

A3E09F3473CA47E...
Deborah Lopez, City Clerk

DocuSigned by:

4F690D34B1034AD...
Alan H. Chierici, Vice President

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:

A1B8F8F896161498...
Winnie Cai, Assistant City Attorney

City of Goleta
Department of Public Works and Flowers & Associates, Inc.
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Exhibit A:
Scope of Services

CONSULTANT SHALL PROVIDE THE FOLLOWING ON-CALL INSPECTION SERVICES:

1. Provide construction inspection that includes observation, inspection and notice of correction required for construction activities to verify that the activities comply with the encroachment permit, plans, specifications, City standards and public safety.
2. Provide pre-work condition documentation (photo and/or video graphic).
3. Notify City staff of any identified areas of special importance for further normal business hours of inspection.
4. Coordinate and disseminate information to City staff, nearby affected properties and utility providers of possible construction activity impacts.

DELIVERABLES:

5. Create and maintain daily inspection reports and photo-documentation of construction activities for permits under inspection.
6. Provide sign off at completion of the work associated with any encroachment permit under inspector's pervue.

Exhibit B
Fee Schedule

<u>ENGINEERING SERVICES</u>	<u>HOURLY RATE</u>
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
 <u>PLANNING SERVICES</u>	
Principal Planner	\$179.00
Associate Planner	\$158.00
Senior Planner	\$148.00
Public Agency Coordinator	\$135.00
 <u>CONSTRUCTION PHASE SERVICES</u>	
Principal Construction Engineer	\$206.00
Associate Construction Engineer	\$189.00
Senior Construction Engineer	\$178.00
Resident Engineer	\$168.00
Prevailing Wage Construction Monitor	\$152.00
Construction Monitor	\$131.00
 <u>REIMBURSABLE EXPENSE</u>	
Plots and other expenses connected with the work will be charged at cost.	