



**TO:** Mayor and Councilmembers

**FROM:** Charles W. Ebeling, Public Works Director

**CONTACT:** Mark Schleich, Acting Principal Civil Engineer

**SUBJECT:** Amendment No. 1 to Professional Design Services Agreement 2021-030 with Stantec Consulting Services, Inc. for the Hollister Avenue Old Town Interim Striping (Project No. 9114)

**RECOMMENDATION:**

- A. Authorize the City Manager to execute Amendment No. 1 to Professional Design Services Agreement No. 2021-030 with Stantec Consulting Services, Inc., increasing the contract authority by \$114,820, for a new total contract not-to-exceed amount of \$159,800, and to extend the agreement termination date to June 30, 2023.
- B. Authorize an additional budget appropriation of \$115,000 from the Measure A fund balance to the Hollister Avenue Old Town Interim Striping Project.

**BACKGROUND:**

On January 19, 2021, the City Council approved a new Capital Improvement Program (CIP) project titled Hollister Avenue Old Town Interim Striping Project and authorized a \$70,000 budget to initiate preliminary project design and development. The project will restripe Hollister Avenue between Fairview Avenue and Kinman Avenue, reducing travel lanes from two lanes to one lane in each direction. This is intended to provide additional space to increase the on-street parking and install a Class II bike lane. The goal of this project is to implement parking and multi-modal improvements originated as part of the Hollister Avenue Complete Streets Corridor Plan Project at a relatively low cost. The improvements can then be studied, evaluated, and refined in preparation for when funding for a permanent streetscape project becomes available. The street concepts contained in the previous Hollister Avenue Complete Streets Corridor Plan were the outcome of an 18-month public outreach program consisting of public surveys, workshops, stakeholder meetings and walking and biking tours of the area.

Agreement No. 2021-030 with Stantec Consulting Services, Inc. in the amount of \$44,980 was approved on May 3, 2021. At that time, Stantec was directed to review previous work efforts and begin initial traffic analysis within and in proximity to the project limits.

**DISCUSSION:**Project Scope, Estimate and Schedule

In addition to the lane reduction alternatives identified in the Hollister Avenue Complete Streets Corridor Plan, staff is also investigating a third two-lane alternative that meet the objectives of maximizing parking and providing multi-modal improvements for bicyclists, pedestrians, and vehicles. This alternative includes adding diagonal parking in the center of Hollister Avenue and buffered bike lanes along the curb. As with other project alternatives, sidewalks will not be widened, and the current curb lines will remain unchanged. The separation of angled parking and bike lanes eliminates conflicts between bicyclists and vehicle parking maneuvers. Similar striping alternatives have been implemented in other communities such as the City of Lancaster and the City of Pismo Beach. All alternatives include the coordination of the traffic signals through the corridor and pavement surface treatment within the project limits.

Although the project schedule for the interim striping project will be significantly quicker than the Hollister Avenue Complete Streets Corridor Plan project, the standard CIP project delivery process and phases are still required for this project. This process includes the initial project development phase, the conceptual design phase, the environmental review phase, final design phase, and finally the construction phase of the project. Public Works staff have completed the project development phase and the preliminary engineering analysis needed to develop the initial project scope of work. Staff completed a detailed review of the vehicle queuing on Hollister Avenue through Old Town and have concluded that signal interconnection is necessary in order for the interim striping to function properly. With signal interconnection, signals in Old Town and intersections immediately adjacent to the project do not exceed the Level of Service (LOS) standard prescribed in the General Plan. To improve traffic operations and safety on Hollister Avenue, left turns to and from some minor streets may be restricted at various locations. Neighborhood traffic patterns will be carefully studied before and after implementation of any such restrictions, so that the potential impacts are understood, and impacts can be quantified.

The estimate to construct the project including construction, project development, and construction inspection and public outreach costs would range from \$900,000 to \$1,450,000 and should take 15 months before construction would begin with the City Council's approval today. The cost range is primary affected by the surface treatment application required.

Estimate of Project Costs

Initial project development phase and perform preliminary traffic analysis	\$50,000 (Completed)
Conceptual design phase and preferred alternative selection including public outreach	\$40,000
Environmental review phase and preliminary engineering	\$40,000

Final design phase including preparation of project plans specification and estimate for bidding purposes	\$70,000
Construction phase - Pavement rehabilitation - Traffic interconnect - Striping - Construction management - Change order/contingency  <i>Construction cost total (estimated)</i>	\$350,000 to \$700,000 \$100,000 \$100,000 \$75,000 \$125,000  ≈ \$750,000 to \$1,100,000
<b>Total Project Cost</b>	<b>≈ \$950,000 to \$1,300,000</b>

### Estimated Project Delivery Schedule

- Project Development Phase and Perform Preliminary Traffic Analysis, and negotiate design scope (City Council approval) Complete
- Conceptual Design Phase and Preferred Alternative Selection 4 months
  - Public Outreach will be concurrent
- Environmental Review Phase and Preliminary Engineering (City Council Design Presentation) 4 months
- Final Design Phase and Preparation of Plans/Specification (City Council Authority to Advertise) 4 months
- Start Construction Phase (City Council Award) 3 Months

### Public Outreach

The Hollister Avenue Complete Streets Corridor Plan included extensive public involvement of community stakeholders. However, this public outreach is approximately three years old, and City Council identified the need to reinform the local community and expressed an urgency in implementing this project. Staff will re-engage stakeholders during the conceptual design and environmental review phases of the project delivery process for additional input. Staff has already conducted a field meeting with bicycle interest groups and will be meeting with other Old Town stakeholders prior to returning to City Council with a project update and preferred design option. It should be noted that any additional public outreach will delay the project and may increase project costs.

### Contract Amendment with Stantec Consulting Services, Inc.

Stantec Consulting Services, Inc. (Stantec) was originally selected to perform initial design and traffic analysis and help better define the project scope of work. Additional design services are needed in order to complete the conceptual design phase with a preferred alternative, the environmental review phase, the final design phase, and initiate the construction phase for the project. Stakeholders will be contacted during the

conceptual design phase. Public Works staff will make a presentation to City Council for concurrence on the preferred alternative.

Staff have negotiated a scope of work and cost for the proposed amendment and Stantec is qualified to perform the work. Therefore, staff is recommending City Council award and authorize the City Manager to execute Amendment No. 1 to Professional Services Agreement with Stantec increasing the contract authority by \$114,820, for a new total contract amount of \$159,800. The contract amendment including the scope of services are included as Attachment 1.

### FISCAL IMPACTS:

#### Project Cost Estimates

Project Components	Estimated Costs	Funding Source	Funding Amounts
Staff / Project Management	\$85,000	Measure A (205)	\$70,000
Design (Stantec)	\$115,000	Additional Appropriation - Measure A (205)	\$115,000
Construction	\$550,000-\$900,000		
Construction Contingency	\$125,000	TBD	\$765,000 - \$1,115,000
CM	\$75,000		
<b>Total:</b>	<b>\$950,000 - \$1,300,000</b>	<b>Total:</b>	<b>\$950,000 - \$1,300,000</b>

#### Project Funding

The Stantec Amendment No. 1 for project design totals \$114,820. Additional funding appropriation is needed to award the amendment. The table below summarizes the FY 21/22 project budget amounts, funding sources, and requested additional funding appropriation:

Project: Hollister Avenue Old Town Interim Striping (Project No. 9114)				
Account	Fund Type	FY 2021-22 Budget	Encumbrances/ Activity	Total Remaining
205-90-9114-57070	Measure A	\$ 70,000	\$ 44,980	\$ 25,020
	<b>Total</b>	<b>\$ 70,000</b>	<b>\$ 44,980</b>	<b>\$ 25,020</b>
Requested Additional Appropriation				
205-90-9114-57070	Measure A	\$ 115,000	\$ 0	\$ 185,000
	<b>Total with Appropriation</b>	<b>\$ 185,000</b>	<b>\$ 44,980</b>	<b>\$ 210,020</b>

Staff recommends an additional appropriation of \$115,000 from Measure A Fund Balance. Approximately \$400,000 is available for one-time use.

**ALTERNATIVES:**

City Council may elect to not authorize the proposed amendment with Stantec at this time. This would delay the project schedule.

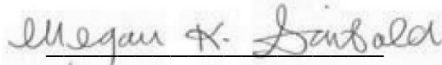
**Reviewed By:**

**Legal Review By:**

**Approved By:**



Kristine Schmidt  
Assistant City Manager



Megan Garibaldi  
City Attorney



Michelle Greene  
City Manager

**ATTACHMENTS:**

1. Amendment No. 1 to Professional Design Services Agreement between the City of Goleta and Stantec Consulting Services, Inc.
2. Stantec Consulting Services, Inc. Professional Design Services Agreement No. 2021-030

# **ATTACHMENT 1**

**Amendment No. 1 to Professional Design Services Agreement  
between the City of Goleta and Stantec Consulting Services, Inc.**

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

This **Amendment No. 1** to the PROFESSIONAL DESIGN SERVICES Agreement by and between the **City of Goleta**, a municipal corporation ("City") and STANTEC CONSULTING SERVICES ("Consultant") dated May 3, 2021 ("Agreement," Agreement No. 2021-030) is made on this 2<sup>nd</sup> day of November, 2021.

**SECTION A. RECITALS**

1. This Agreement is for the professional traffic engineering and design services and topographic surveys for the Hollister Old Town Interim Striping Project; and
2. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$44,980.00; and
3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$114,820 for additional tasks; and
4. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2022; and
5. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2023; and
6. The Agreement currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services; and
7. 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
8. The City Council approved this Amendment No. 1, on this 2nd day of November, 2021.

## SECTION B. 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 \$114,820 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 \$159,800 (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 1 year to read in its entirety.

The term of this Agreement is from the date first written above to June 30, 2023, 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**

**CONSULTANT**

\_\_\_\_\_  
Michelle Greene, City Manager

\_\_\_\_\_  
Derek Rapp, Principal

**ATTEST:**

\_\_\_\_\_  
Deborah Lopez, City Clerk

\_\_\_\_\_  
Hady Izadpanah, Senior Principal

**APPROVED AS TO FORM:**  
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:  
  
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Winnie Cai, Assistant City Attorney

## **EXHIBIT A -1 Scope of Work**

Consultant shall provide the following services:

### **Task I - Conceptual Design**

1. Review traffic volume projection assumptions contained in Complete Streets Masterplan traffic study, including “cut-through” traffic findings.
2. Refine future volume projections based on historic and General Plan growth rate projections.
3. Develop up to three (3) striping alternatives with the goal of:
  - a. Increasing on-street parking
  - b. Improving bicycle safety and accommodation.
  - c. Providing opportunities for creative use of public right of way.
4. Conduct operational analyses (LOS and queuing) of various striping alternatives. These analyses shall consider:
  - a. Diversion of through traffic on Hollister Ave due to capacity reductions
  - b. Changes in local traffic circulation resulting from suggested turn restrictions and/or intersection controls.
  - c. Coordinated timing of traffic signals.
5. Prepare operational and pro/cons summary for each of three (3) alternatives.
6. Assist City in meeting with and communicating with stakeholder groups.
7. Refine alternative(s) based on City staff and/or stakeholder input.
8. Prepare conceptual striping and signing plans.
9. Prepare preliminary cost estimate(s).

### **Task II - Design and Preparation of Bid Documents:**

1. Meet with County Fire Department to discuss any issue or concerns they may have with lane reductions and/or access turn restrictions.
2. Meet with the Goleta Chamber of Commerce to present concepts for Old Town and receive feedback.
3. Conduct one meeting with key Old Town resident stakeholders to present concepts for Old Town and receive feedback.

4. Travel to up to three City's within a two (2) hour radius of Goleta with similar street improvements to observe them in operation.
5. Collect weekday/weekend traffic data (volume, speed and classification) in the following locations:
  - a. 5800 Block Hollister Avenue
  - b. 5800 Block Mandarin Avenue
  - c. 5800 Block Gaviota Avenue
  - d. 5600 Block Gato Avenue
  - e. 5600 Block Armitos Avenue
6. Conduct ground topographic surveys on Hollister Avenue from 500-feet west of Fairview Avenue to 250' east of Kinman Avenue, curb face to curb face at 50 ft interval cross sections (TC, FL, Gutter Lip, FL+8', Median (TC/FL), Crown, FL+8', Gutter Lip, FL, TC). Collect driveway limits, visible utility covers in the roadway, and raised objects within 3' behind the curb face (sign posts, FH, light/traffic poles, trees, trash cans, etc.).
7. Prepare project exhibits for City leadership and City Council.
8. Attend and assist City staff in presenting project information at three (3) City Council meetings.
9. Prepare revised striping layout.
10. Prepare traffic signal interconnect plans
11. Update plans and prepare specifications and cost estimate and submit 95% documents to the City for review.
12. Make updates to plans, specifications (including front-end boiler plate) and estimates as requested in the City's 95% review.
13. Quality control review of PS&E package.
14. Submit final construction package for the selected striping alternative.
15. Bid Support – respond to questions during construction
16. Design Support during Construction
17. Prepare record drawings based on contractor's redline markups
18. Review RFIs, CCO's, submittals and various construction items as requested by the City

## **ATTACHMENT 2**

**Stantec Consulting Services, Inc. Professional Design Services  
Agreement No. 2021-030  
(Available Online Only)**

2021-030

**Project Name: Hollister Avenue Old Town Interim Striping Project**

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

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") is made and entered into this 3rd day of May, 2021, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and STANTEC CONSULTING SERVICES, INC. (Stantec), a **California Corporation** (herein referred to as "CONSULTANT").

**WHEREAS**, the CITY has a need for professional traffic engineering and design services for the Hollister Avenue Old Town Interim Striping 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**, 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 Traffic Engineering Services in conjunction with the Hollister Avenue Old Town Interim Striping Project shall generally include the evaluation and development of a restriping plan that would reduce the number of travel lanes from two to one in order to make room to add bike lanes through the Old Town Hollister neighborhood 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 \$44,980.00 (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.

(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, 2022, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

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

## **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. Derek Rapp 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

City of Goleta

PW Department and Stantec Consulting Services, Inc.,

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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

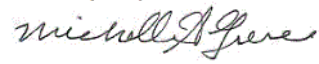
TO CONSULTANT: Derek Rapp, Principal  
Stantec Consulting Services, Inc.  
111 East Victoria Street  
Santa Barbara, CA 93101-2018

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**

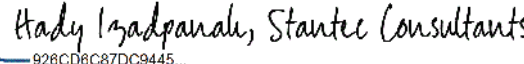
DocuSigned by:  
  
DE7CE468308944A...  
Michelle Greene, City Manager

**CONSULTANT**

DocuSigned by:  
  
F48F2EAF85F54B9...  
Derek Rapp, Principal

**ATTEST**

DocuSigned by:  
  
A3E09F3473CA47E...  
Deborah Lopez, City Clerk

DocuSigned by:  
  
926CD8C87DC9445...  
Hady Izadpanah, Senior Principal

**APPROVED AS TO FORM:**  
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:  
  
A1BF8F896161498...  
Winnie Cai, Assistant City Attorney

## **EXHIBIT A**

### **Scope of Work**

Consultant shall provide the following services:

1. Review traffic volume projection assumptions contained in Complete Streets Masterplan traffic study, including “cut-through” traffic findings.
2. Refine future volume projections based on historic and General Plan growth rate projections.
3. Develop up to three (3) striping alternatives with the goal of:
  - a. Increasing on-street parking
  - b. Improving bicycle safety and accommodation.
  - c. Providing opportunities for creative use of public right of way.
4. Conduct operational analyses (LOS and queuing) of various striping alternatives. These analyses shall consider:
  - a. Diversion of through traffic on Hollister Ave due to capacity reductions
  - b. Changes in local traffic circulation resulting from suggested turn restrictions and/or intersection controls.
  - c. Coordinated timing of traffic signals.
5. Prepare operational and pro/cons summary for each of three (3) alternatives.
6. Assist City in meeting with and communicating with stakeholder groups.
7. Refine alternative(s) based on City staff and/or stakeholder input.
8. Prepare final striping and signing plan for construction.
9. Prepare preliminary cost estimate(s) and final construction costs estimate.

#### **Cost Estimate**

The cost to perform the work is for a not-to-exceed amount of **\$44,980**.



## EXHIBIT B

### Schedule of Fees

Billing Level	Hourly Rate	Description													
3	\$102	<b>Junior Level Position</b> <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years' experience													
4	\$107														
5	\$121														
6	\$126	<b>Fully Qualified Professional Position</b> <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years' experience													
7	\$137														
8	\$142														
9	\$152	<b>First Level Supervisor or First Complete Level of Specialization</b> <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine years' experience													
10	\$158														
11	\$168														
12	\$177	<b>Highly Specialized Technical Professional or Supervisor of Groups of Professionals</b> <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short and long range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years' experience with extensive, broad experience													
13	\$185														
14	\$201														
15	\$211	<b>Senior Level Consultant or Management</b> <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years' experience with extensive experience													
16	\$225														
17	\$249														
<del>18</del>	<del>\$292</del>	<b>Senior Level Management under review by Vice President or higher</b> <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Responsible for long range planning within a specific area of practice or region <input type="checkbox"/> Makes decisions which are far reaching and limited only by objectives and policies of the organization <input type="checkbox"/> Plans/approves projects requiring significant human resources or capital investment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, fifteen years' experience with extensive professional and management experience													
<del>19</del>	<del>\$317</del>														
<del>20</del>	<del>\$353</del>														
<del>21</del>	<del>\$389</del>														
<table><tr><td rowspan="4">SURVEY CREWS</td><td>Crew Size</td><td>Regular Rate</td><td>Overtime Rate</td></tr><tr><td>1-Person</td><td>\$190</td><td>\$220</td></tr><tr><td>2-Person</td><td>\$285</td><td>\$375</td></tr><tr><td>3-Person</td><td>\$375</td><td>\$500</td></tr></table>			SURVEY CREWS	Crew Size	Regular Rate	Overtime Rate	1-Person	\$190	\$220	2-Person	\$285	\$375	3-Person	\$375	\$500
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