



**Agenda Item E.1**  
**DISCUSSION/ACTION ITEM**  
**Meeting Date: May 5, 2009**

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**TO:** Mayor and Councilmembers

**FROM:** Steve Wagner, Community Services Director

**CONTACT:** Rosemarie Gaglione, Capital Improvement Program Manager  
George Amoon, Project Manager

**SUBJECT:** Construction and Construction Management and Inspection Contracts for Los Carneros Interchange Landscaping Project

**RECOMMENDATION:**

- A. Approve the design, plans and specifications for the Los Carneros Interchange Landscaping project on file with the City;
- B. Consider protest of Rock Bottom, Inc;
- C. Find Rock Bottom, Inc. not to be a responsible bidder for the Los Carneros Interchange Landscaping Project;
- D. Find Marina Landscape, Inc. to be a responsible bidder and that Marina Landscape, Inc. submitted the lowest cost responsive bid;
- E. Award contract and Authorize the City Manager to execute a contract with Marina Landscape, Inc. for the construction of the Los Carneros Interchange Landscaping Project in the amount of \$444,258.50;
- F. Authorize City Manager to approve change orders in an amount not to exceed \$44,425; and
- G. Authorize the City Manager to execute a professional services agreement with MNS Engineers, Inc. for construction management and inspection services for the Los Carneros Interchange Landscaping Project in an amount not to exceed \$59,756.

**BACKGROUND:**

The Los Carneros Interchange is considered a major gateway into the City of Goleta. The interchange is currently devoid of any landscaping except for a few scattered trees.

In late 2001, the County of Santa Barbara received a \$750,000 Federal Statewide Transportation Enhancement (STE) grant to landscape the interchange. Required matching funds also were awarded through a \$97,170 State Transportation Program grant in December 2006. The total available funding amount for the project is \$847,170. The grants were transferred to the City of Goleta upon incorporation in 2002.

In September 2007, the City executed a professional services agreement with David Black & Associates to prepare the landscape plan. The plan has been prepared, reviewed and approved by the City Design Review Board and Caltrans. Construction is scheduled for this summer and includes a three year establishment phase.

**DISCUSSION:**

Landscape Construction

Design plans and specifications are on file in the office of George Amoon, Project Manager and are available for inspection. The Design Plans and Specifications are reasonable and conform to industrial standards. Council approval of the design and plans of the project is appropriate and will secure immunity from potential liability based on the design.

A notice inviting bids for this project was published on March 10, 2009 in the Santa Barbara New Press and posted along with the bid package on the City's web site and the Construction Bidboard through April 8, 2009.

On April 8, 2009, bids were opened at City Hall. A total of four bids were received by the City. A summary of the bids received is shown in the table below.

<b>Bidder</b>	<b>Total Bid</b>
Rock Bottom, Inc.	\$422,102.50
Marina Landscape, Inc.	\$444,258.50
Spiess Construction Co., Inc.	\$496,499.00
Elite Landscaping, Inc.	\$667,127.31
Marina Landscape, Inc.      Apparent Responsible Low Bidder	\$444,258.50

The Engineer's Estimate was \$669,321.50.

Bid Protest

The Los Carneros Interchange Landscaping Project is a large scale project that also includes non-landscaping elements such as grading and hot asphalt work necessary for the required Caltrans maintenance vehicle pullouts. In addition, it is located in Caltrans right of way which requires Caltrans specifications to be followed. Therefore staff determined that either a Class A (General Engineering Contracting) or Class C-12 (Earthwork and Paving Contracting) license is appropriate for this project. The

advertised bid package clearly stated that either a Class A or Class C-12 contractor's license was required.

Rock Bottom Construction, Inc. has a Class C-27 (Landscaping Contracting) and a Class C-53 (Swimming Pool Contractor) license which did not qualify for consideration of this project. This discrepancy was discovered upon review of the bid. As a result, Rock Bottom, Inc is not considered to be a responsible bidder in that they do not meet the minimum requirements to be able to bid on the contract.

Rock Bottom, Inc has submitted a protest claiming the City should have allowed a C-27 contractor's license which is for landscaping (Attachment 3). Staff selected the appropriate contractor's license categories based on an analysis of the work to be performed. Pursuant to State Law, a contractor with a C-27 License: "A landscape contractor constructs, maintains, repairs, installs, or subcontracts the development of landscape systems and facilities for public and private gardens and other areas which are designed to aesthetically, architecturally, horticulturally, or functionally improve the grounds within or surrounding a structure or a tract or plot of land. In connection therewith, a landscape contractor prepares and grades plots and areas of land for the installation of any architectural, horticultural and decorative treatment or arrangement". This License category is not appropriate as Class A (General Engineering Contractor) or Class C-12 (Earthwork and Paving Contractor) for the project because of the Grading and Asphalt work which is required.

The time to challenge the qualifications required would have been prior to bid opening so that if a change was warranted, all parties would have a fair opportunity to bid on the project. It would be unfair and is not allowed to change requirements after the bidding process is closed. Contractors with the same licenses as Rock Bottom, Inc who did not submit a bid because they did not possess the required license, but who would have submitted a bid had they been allowed, are excluded from the process. The only available alternative is to reject all bids and advertise the project for bidding again.

Staff recommends that the Council determine that Marina Landscape, Inc. is the lowest responsible bidder on this project and award them the contract. Marina Landscape, Inc. meets the license requirement by possessing a Class A contractor's licenses and has sufficient relevant experience in constructing similar landscaping projects within Caltrans right of way. Staff contacted references for Marina Landscape, Inc. and positive feedback was received by all references.

#### Professional Services Agreement

Construction management and inspection services are proposed to be provided by MNS Engineers, Inc. (MNS) in an amount not to exceed \$59,756. This is approximately 13% of the bid which is in line with the industry standard for these types of projects. MNS was selected from the Council approved list of construction inspection consultants. Staff recommends that a professional services agreement with MNS for an amount not to exceed \$59,656 be approved.

**ALTERNATIVES:**

The Council may elect to not award the contracts or not landscape the interchange. The Council may reject all bids and direct that the project be re-advertised. Doing so may require the City to forfeit the grants awarded to the project because there is not sufficient time left to repackage and re-advertise the contract.

**GOLETA STRATEGIC PLAN:**

This Los Carneros Interchange Landscaping Project is consistent with the Goleta Strategic Plan objective "Implement Capital Improvement Projects". Specifically, this project is needed in order to beautify the Los Carneros Interchange that serves as the gateway to the City of Goleta yet is currently devoid of landscaping. Completion of this project will move the City closer to realizing its vision as defined within the City's Strategic Plan.

**FISCAL IMPACTS:**

The following table shows the overall projected costs for the project:

Landscape Design	\$53,090	
Construction Contract and Contingency	\$488,683	
Construction Management	\$59,756	
Caltrans Inspection	\$3,280	estimate
Water Meter/Costs	\$43,265	estimate
City Staff Project Management	\$30,000	estimate
<b>TOTAL:</b>	<b>\$678,074</b>	

As discussed above, a total of \$847,000 in grant funds were awarded to the Los Carneros Interchange Landscaping Project. Amounts of \$152,000 and \$635,000 were budgeted for FY 07/08 and FY 08/09 respectively as part of the current two year budget totaling \$787,000. A total of \$63,342 has been spent thus far on the project leaving an appropriation balance of \$723,658. This will provide sufficient budget appropriation for the costs shown in the table above. The remaining \$60,000 balance of grant funds is proposed to be budgeted as part of the upcoming FY 09/10 budget to fund any unanticipated costs during construction and the three year plant establishment phase.

Legal Review By:

Reviewed By:

Approved By:

\_\_\_\_\_  
Tim W. Giles  
City Attorney

\_\_\_\_\_  
Michelle Greene  
Administrative Services  
Director

\_\_\_\_\_  
Daniel Singer  
City Manager

**ATTACHMENTS:**

1. Construction Contract
2. Marina Landscape, Inc Bid Sheet
3. Rock Bottom, Inc. Protest Letter
4. Construction Management and Inspection Contract
5. MNS Engineers, Inc. Construction Management and Inspection Proposal
6. Los Carneros Interchange Landscaping Project Vicinity Map

**ATTACHMENT 1**  
**CONSTRUCTION CONTRACT**

**CONSTRUCTION CONTRACT  
FOR  
MARINA LANDSCAPE, INC.**

This contract ("Contract") is made and entered into for the above stated project this \_\_\_\_ day of May, 2009, by and between the City of Goleta ("City") and Marina Landscape, Inc., ("Contractor").

**1. Contract Documents.**

"Contract Documents" means the Notice Inviting Sealed Bids; Bidding Instructions; Supplementary Instructions to Bidders; Bid Proposal; this Contract; Standard Specifications; Supplementary Conditions; Exhibits; Technical Specifications; List of Drawings; Drawings; Addenda; Notice to Proceed; Change Orders; Notice of Completion; and all other documents identified in the Contract Documents which together form the contract between the City and the Contractor for the Work.

**2. Work.**

For and in consideration of the payments and agreements to be made and performed by City, Contractor agrees to furnish all materials and perform all work required for the Project, and to fulfill all other obligations as set forth in the Contract Documents ("Work").

**3. Contract Amount.**

The City agrees to pay the Contractor a sum not to exceed four hundred forty four thousand and two hundred and fifty eight dollars and fifty cents (\$444,258.50) for the Work in the manner set forth in the Contract Documents. The City may adjust this amount as set forth in the Contract Documents.

**4. Time for Performance.**

- 4.1 The Contractor will fully complete the Work within forty five (45) working days (the "Contract Time").
- 4.2 The Contract Time will commence when the City issues a notice to proceed. The Contract Documents will supersede any conflicting provisions included on the notice to proceed issued pursuant to this Contract.
- 4.3 The Contractor shall not perform any Work until:
  - i. The Contractor furnishes proof of insurance as required by the Contract Documents; and
  - ii. The City gives the Contractor a notice to proceed.

- 4.4 By signing this Contract, the Contractor represents to the City that the Contract Time is reasonable for completion of the Work and that the Contractor will complete the Work within the Contract Time.
- 4.5 Should the Contractor begin the Work before receiving written authorization to proceed, any such Work is at the Contractor's own cost and risk.

**5. Labor Practices.**

- 5.1 Contractor acknowledges that this Contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing the Section 1720) of the California Labor Code relating to Community Services and public agencies and agrees to be bound by all the provisions thereof as though set forth in full herein. The California prevailing rates of per diem wages are on file in the office of the City Clerk.
- 5.2 Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the Contract by Contractor or by any Subcontractor.
- 5.3 Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on Community Services projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by all of its Subcontractors.
- 5.4 Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Except as provided by Labor Code Section 1815, the Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the Contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 (commencing at Section 1810) of the California Labor Code.
- 5.5 In accordance with California Labor Code Sections 1860 and 3700, every contractor is required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor, by signing this Contract, certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which



require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this Contract.

- 5.6 Contractor agrees to comply with the provisions of California Labor Code Section 1776 concerning the creation, retention, and inspection of payroll records, and further agrees to be responsible for compliance with Section 1776 by all of its Subcontractors.

## **6. Insurance.**

6.1 Insurance Requirements. CONTRACTOR shall provide and maintain insurance, acceptable to the City's Risk Manager, in full force and effect throughout the term of this AGREEMENT, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. CONTRACTOR shall provide the following scope and limits of insurance:

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
- (1) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).
  - (2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.
  - (3) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the CONTRACTOR and all risks to such persons under this AGREEMENT.
- B. Minimum Limits of Insurance. CONTRACTOR shall maintain limits of insurance no less than:
- (1) General Liability: \$3,000,000 per occurrence and \$5,000,000 general aggregate for bodily injury, personal injury and property damage.
  - (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

- (3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

6.2 Other Provisions. Insurance policies required by this AGREEMENT shall contain the following provisions:

- A. General Liability Policy. General Liability policy required by this AGREEMENT shall state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this AGREEMENT, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to City's Risk Manager.
- B. General Liability and Automobile Liability Coverages.
  - (1) CITY, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities CONTRACTOR performs; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, and their respective elected and appointed officers, officials, or employees.
  - (2) CONTRACTOR's insurance coverage shall be primary insurance with respect to CITY, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self insurance maintained by CITY, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, CONTRACTOR's insurance.
  - (3) CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - (4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, and its respective elected and appointed officers, officials, employees or volunteers.
  - (5) Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at

least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

- C. Workers' Compensation and Employer's Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against CITY, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by CONTRACTOR.

6.3 Other Requirements. CONTRACTOR agrees to deposit with CITY, at or before the effective date of this contract, certificates of insurance necessary to satisfy CITY that the insurance provisions of this contract have been complied with. The City Attorney may require that CONTRACTOR furnish CITY with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

- A. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY or its respective elected or appointed officers, officials, employees and volunteers or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
- B. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.

## **7. Independent Contractor.**

Contractor is and shall at all times remain as to the City, a wholly independent contractor. Neither the City nor any of its agents shall have control of the conduct of Contractor or any of the Contractor's employees, except as herein set forth. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of City.

## **8. Taxes.**

The Contractor is responsible for paying all retail, sales and use, transportation, export, import, special, or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this Contract. The Contractor is responsible for ascertaining and arranging to pay them. The prices established in this Contract shall include compensation for any taxes the Contractor is required to pay by laws and regulations in effect on the bid opening date.

## **9. Notices.**

All notices and communications shall be sent to the parties at the following address:

CITY: Daniel Singer, City Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117  
(805) 961-7500

CONTRACTOR: Marina Landscape, Inc.  
1900 S. Lewis Street  
Anaheim, CA 92805  
Attn: Robert B. Cowan

## **10. Ownership of Documents.**

All documents, data, studies, drawings, maps, models, photographs and reports prepared by the Contractor under the Contract Documents are the City's property. The Contractor may retain copies of such documents and materials as desired, but will deliver all original materials to the City upon the City's written notice.

## **11. Audit of Records.**

The Contractor will maintain full and accurate records with respect to all services and matters covered under this Contract. The City will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and

activities. The Contractor will retain such financial and program service records for at least three (3) years after termination or final payment under the Contract Documents.

## **12. Indemnification.**

Contractor agrees to defend, indemnify and hold harmless City and all of its officers, employees and agents from any liability, financial loss, claims, demands, or causes of action, including but not limited to related expenses, attorney's fees and costs, based on, arising out of, or in any way related to the work undertaken by Contractor or any person employed by Contractor or its agents. Nothing in this section shall narrow the indemnification provisions contained in the City's Standard Specifications.

## **13. Assignment.**

This Contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any or the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

## **14. Integration.**

This Contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this Contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this Contract shall not be valid or binding.

## **15. Authority/Modification.**

The parties represent and warrant that all necessary action has been taken by the parties to authorize the undersigned to execute this Contract and to engage in the actions described herein. This Contract may be modified by written amendment. The City's city manager, or designee, may execute any such amendment on the City's behalf.

## **16. Interpretation.**

This Contract was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this Contract will be in Santa Barbara County.

## **17. Severability.**

If any portion of the Contract Documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and,

as so modified, such portion and the balance of this Contract will continue in full force and effect.

**18. Captions.**

The captions of the sections of this Contract are for convenience of reference only and will not affect the interpretation of this Contract.

**19. Time of Essence.**

Time is of the essence for each and every provision of the Contract Documents.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract to be executed in duplicate by setting hereunto their names, titles, hands, and seals this May \_\_\_\_, 2009.

CONTRACTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Robert B. Cowan

Name: Teri Nguyen

Title: President and Secretary

Title: Chief Financial Officer

Contractor's License No. \_\_\_\_\_

Note: Signature must be acknowledged before a notary public. Attach appropriate acknowledgment.

CITY:

\_\_\_\_\_  
Daniel Singer, City Manager

\_\_\_\_\_  
Date

ATTESTED:

\_\_\_\_\_  
Deborah Constantino, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Tim W. Giles, City Attorney

\_\_\_\_\_  
Date

(EXECUTED IN DUPLICATE)

**ATTACHMENT 2**  
**MARINA LANDSCAPE, INC BID SHEET**

LOS CARNEROS INTERCHANGE LANDSCAPING PROJECT  
 Fed Project No. STPL-5481(006)  
 Prepared by David R. Black & Associates  
 March 10, 2009

UNIT DESCRIPTION	UNIT	QUANTITY	VALUE	AMOUNT
IRRIGATION SYSTEM BREAK-DOWN				
CONSTRUCTION SITE MANAGEMENT	LS	LUMP SUM	8,000.	8,000.
PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM	3,000.	3,000.
ELECTRIC SERVICE (IRRIGATION CONTROLLER)		LUMP SUM	7,500.	7,500.
CONTROLLER ENCLOSURE	EA	1	3,000.	3,000.
24-STATION IRRIGATION CONTROLLER	EA	1	3,700.	3,700.
CONTROLLER SUB ASSEMBLY	EA	1	600.	600.
PULSE TRANSMITTER	EA	1	500.	500.
CELLULAR MODEM	EA	1	800.	800.
FLOW SENSOR	EA	1	500.	500.
GROUNDING PACKAGE	EA	1	200.	200.
2" MASTER VALVE	EA	1	500.	500.
1-1/2 INCH ELECTRIC REMOTE CONTROL VALVE	EA	22	350.	7,700.
CONTROL AND NEUTRAL CONDUCTORS	LS	LUMP SUM	7,000.	7,000.
2" BACKFLOW PREVENTER ASSEMBLY	EA	1	3,500.	3,500.
BACKFLOW PREVENTER ENCLOSURE	EA	1	2,500.	2,500.
2" FLOW SENSOR	EA	1	250.	250.
2" PRESSURE REGULATOR	EA	1	750.	750.
3" BALL VALVE	EA	7	250.	1,750.
3" GATE VALVE	EA	2	500.	1,000.
SPRINKLER (TYPE A-6)	EA	125	38.	4,750.
SPRINKLER (TYPE C-2)	EA	732	35.	25,620.
3" CLASS 315 PVC PIPE (PRESSURE LINE)	LF	2,365	8.	18,920.
2" CLASS 315 PVC PIPE (LATERAL LINE)	LF	800	6.	4,800.
1-1/2" CLASS 200 PVC PIPE (LATERAL LINE)	LF	1,550	5.	7,750.
1-1/4" CLASS 200 PVC PIPE (LATERAL LINE)	LF	2,345	4.	9,380.
1" CLASS 200 PVC PIPE (LATERAL LINE)	LF	12,250	3.	36,750.
6" WELDED STEEL PIPE CONDUIT	LF	70	150.	10,500.



12" WELDED STEEL PIPE CONDUIT	LF	150	250.	37,500.
MAINTENANCE VEHICLE PULLOUT (MVP)	EA	2	4800	9,600.
MOBILIZATION	LS	LUMP SUM	20,000.	20,000.
		SUBTOTAL:		<del>200,000.</del> 230,740.00
HIGHWAY PLANTING COST BREAK-DOWN				
ROADSIDE CLEARING	LS	LUMP SUM	29,200.	29,200.
CULTIVATE	SY	5,445	1.	5,445.
PLANT (GROUP A) (1 GALLON)	EA	507	6.50	3,295.50
PLANT (GROUP I) (4" POT)	EA	2,860	2.	5,720.
PLANT (GROUP U) (1 1/2 GALLON)	EA	225	75.	16,875.
MULCH	CY	785	28.	21,980.
FERTILIZER (PACKET)	EA	1,182	1.50	1,773.
EROSION CONTROL (TYPE D)	SY	36,820	.85	31,297.
ROOT PROTECTOR	EA	732	4.	2,928.
PLANT ESTABLISHMENT WORK (3-YEAR)	LS	LUMP SUM	50,000	50,000
		SUBTOTAL:		168,513.50
		CONTRACT ITEMS TOTAL:		406,783.50
<u>SUPPLEMENTAL WORK ITEMS</u>				
CULTIVATE ADDITIONAL 6" DEPTH	LS	LUMP SUM		\$10,000.00
MAINTENANCE AREA SOIL	LS	LUMP SUM		\$27,475.00
RE-APPLY MULCH				
		TOTAL:		\$37,475.00
<u>AGENCY FURNISHED MATERIALS</u>				
1-1/2" WATER METER				N/A
IRRIGATION WATER USE				N/A
WATER DISTRICT METER CHARGES/FEEs				N/A
CALTRANS INSPECTIONS				N/A
		TOTAL:		444,258.50
		GRAND TOTAL:		444,258.50

**ATTACHMENT 3**  
**ROCK BOTTOM, INC. PROTEST LETTER**



Cont. #646895 • 2724 Landco Dr., Bakersfield, CA 93308

Monday, April 13, 2009

City of Goleta  
130 Cremona Drive  
Suite B  
Goleta, CA 93117

RE: Protest on 9021-2009, Los Carneros Road LANDSCAPING Project

Dear City Clerk,

Rock Bottom, Inc. strongly disagrees and hereby files protest with the City of Goleta and their determination of contractors license classifications to be possessed for project #9021-009, Los Carneros Road Landscaping Project.

In the Notice to Bidders provided by The City of Goleta, page 7, item N-7, it is indicated that the awarded contractor shall possess a Class A or C-12 contractor's license. However, after careful examination of the specifications and scope of work it is more then obvious that this is a landscaping project and California license C-27 is more suitable for the work to be performed.

The scope of work for this specific project is 95% construction of landscape systems and is similar in capacity and compass to all other projects we have completed and or that are currently in progress within our firm.

Please see the California Contractors board C-27 & C-12 definitions below: It is quite apparent that there must have been an error or inaccuracy in the development in the Notice to Bidders requiring this specific classification.

*C27 - Landscaping Contractor, California Code of Regulations*

A landscape contractor constructs, maintains, repairs, installs, or subcontracts the development of landscape systems and facilities for public and private gardens and other areas which are designed to aesthetically, architecturally, horticulturally, or functionally improve the grounds within or surrounding a structure or a tract or plot of land. In connection therewith, a landscape contractor prepares and grades plots and areas of land for the installation of any architectural, horticultural and decorative treatment or arrangement.

*C12 - Earthwork and Paving Contractors California Code of Regulations*

An earthwork and paving contractor digs, moves, and places material forming the surface of the earth, other than water, in such a manner that a cut, fill, excavation, grade, trench, backfill, or tunnel (if incidental thereto) can be executed, including the use of explosives for these purposes. This classification includes the mixing, fabricating and placing of paving and any other surfacing materials.

Please feel free to contact me at your earliest convenience to discuss the inaccuracy of the bid documents and take appropriate actions to modify and make the proper changes to the license classification to reflect the applicable type of work to be performed for the City of Goleta, which in

general include, roadside clearing, cultivation, installation of landscape planting, erosion control, an automatic irrigation system and plant establishment.

Chuck Holmes  
President  
Rock Bottom, Inc.  
661-859-1700

**ATTACHMENT 4**  
**CONSTRUCTION MANAGEMENT AND**  
**INSPECTION CONTRACT**

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

This AGREEMENT FOR CONSULTANT SERVICES is made and entered into this \_\_\_\_ day of May, 2009, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **MNS ENGINEERS, INC.**, (herein referred to as "CONSULTANT").

**WHEREAS**, CONSULTANT represents that they are sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the CITY; and

**WHEREAS**, CONSULTANT was selected from the Council approved list of construction inspection consultants for award of this AGREEMENT by City Council; and

**WHEREAS**, the City Council, on this \_\_\_\_ day of May, 2009, 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 construction management and inspection services in conjunction with the Los Carneros Interchange Landscaping Project. Services shall generally include as follows:

- Contract administration (progress pay estimates, correspondence, coordination, CCO's, material certifications)
- Inspection of construction for compliance to the specifications
- Preparation of daily inspection reports and maintain photographic record of construction
- Act as the City's point-of-contact for the Contractor

### **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 \$59,756 (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 "A," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until 6 months, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

### **4. EXTRA SERVICES**

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

### **5. CITY PROJECT MANAGER 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 George Amoon. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

## **6. TERM, PROGRESS AND COMPLETION**

The term of this AGREEMENT is from the date first written above to December 31, 2009, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by paragraph 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within 150 calendar days following the notice to proceed.

## **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. Greg Chelini is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in performing, supervising or assisting 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 is not assignable by CONSULTANT without CITY's prior consent in writing.

## **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 level of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

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

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

- a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10 with an edition date prior to 2004, or its exact equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37 with an edition date prior to 2004.
- b) 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) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- f) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- g) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.

- h) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

## **11. RELATION OF THE PARTIES**

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

## **12. CORRECTIONS**

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

## **13. TERMINATION BY CITY**

CITY, by notifying CONSULTANT in writing, may upon 14 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 comply with the federal Americans with Disability Act, Public Law 101-336, and observe the disability discrimination prohibitions of such laws in the performance of the work required under this AGREEMENT.

**22. 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.

**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: Daniel Singer  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

TO CONSULTANT:                          Attention: Greg Chelini  
MNS Engineers, Inc.  
4050 Calle Real, Suite 110  
Santa Barbara, CA 93110

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

**CITY OF GOLETA**

**CONSULTANT**

\_\_\_\_\_  
Dan Singer, City Manager

\_\_\_\_\_  
By: James Salvito  
Title: President

**ATTEST:**

\_\_\_\_\_  
Deborah Constantino, City Clerk

\_\_\_\_\_  
By: Greg Chelini  
Title: Vice President

**APPROVED AS TO FORM**

\_\_\_\_\_  
Tim W. Giles, City Attorney



ENGINEERS INC  
**ATTACHMENT A**

**STANDARD SCHEDULE OF FEES**

**Project Management**

Principal-In-Charge.....	\$200
Senior Project Manager.....	190
Project Manager.....	175
Project Coordinator.....	95

**Engineering**

Principal Engineer .....	\$185
Supervising Engineer .....	165
Senior Project Engineer .....	150
Project Engineer .....	130
Associate Engineer .....	115
Assistant Engineer .....	100

Supervising Surveyor .....	160
Senior Project Surveyor .....	140
Project Surveyor .....	130
Senior Land Title Analyst .....	125
Assistant Project Surveyor .....	115
Senior Party Chief (PW) .....	125
Party Chief (PW) .....	115
Senior Chainperson (PW) .....	85
Chainperson (PW) .....	80
Survey Technician .....	70

**Construction Management**

Principal Construction Manager .....	\$185
Senior Construction Manager/RE .....	160
Resident Engineer .....	155
Construction Manager .....	150
Structure Representative .....	145
Assistant Resident Engineer .....	130
Construction Inspector .....	105
Construction Inspector (PW) .....	118
Office Engineer .....	105

**Planning Services**

Principal Planner .....	\$150
Senior Planner .....	130
Project Planner .....	110
Assistant Planner .....	100
Planning Technician .....	85

**Municipal Services**

City Engineer .....	\$160
Deputy City Engineer .....	145
Assistant City Engineer .....	130
Plan Check Engineer .....	110
Permit Engineer .....	100
City Inspector .....	95
Planning Director .....	150
Senior City Planner .....	130
Grant Administrator .....	110
Assistant Planner .....	100

**Geotechnical Engineering/Material**

**Testing**

Principal Geotechnical Engineer/Geologist .....	\$180
Supervising Geotechnical Engineer/Geologist .....	150
Senior Geotechnical Engineer/Geologist .....	130
Project Geotechnical Engineer/Geologist .....	115
Staff Geotechnical Engineer/Geologist .....	105
Senior Field Technician (PW) .....	105
Special Inspector .....	105
Field Technician .....	85
Laboratory Technician .....	80

**Geographic Information Systems (GIS)**

GIS Manager .....	\$160
Senior GIS Analyst .....	135
GIS Analyst .....	110
Senior GIS Technician .....	95
GIS Technician .....	85

**Technical Support**

CADD Manager .....	\$135
Visualization Technician .....	125
Supervising CADD/Engineering Technician .....	105
Senior CADD/Engineering Technician .....	95
CADD/Engineering Technician .....	85

**Surveying**

Principal Surveyor .....	\$180
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**Direct Expenses:**

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at \$.585 per mile. Expert Witness services will be charged at three (3) times listed rate and will include all time for research, deposition, court appearance and expert testimony.

**Prevailing Wage Rates:**

Prevailing wage rates for specific staff classifications are indicated by (PW). For Surveying services, a 2-person crew rate is \$235 for prevailing wage.



**ATTACHMENT 5**  
**MNS ENGINEERS, INC PROPOSAL**



**SANTA BARBARA**  
4050 Calle Real, Suite 110  
Santa Barbara, CA 93110  
805.692.6921 Phone

Mr. George Amoon  
Project Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

**RE: PROPOSAL FOR CM & INSPECTION SERVICES  
LOS CARNEROS ROAD INTERCHANGE LANDSCAPE PROJECT**

Dear Mr. Amoon:

We would like to take this opportunity to thank you for considering MNS Engineers, Inc. for this project. We have prepared this proposal for CM and Inspection services for the Los Carneros Road Interchange Landscape project. Included in this proposal is our proposed scope of work and our estimated schedule and compensation.

**Scope of Work**

It is our understanding that the project will consist of installation of an irrigation system and the planting of various shrubs, trees, and grass at the Los Carneros Interchange. The work includes the placement of various sizes of PVC pipe, drip line, sprinklers, control valves and irrigation controller. MNS will provide a part-time Resident Engineer (RE) to manage the construction and an Inspector for the daily inspection of the field work. The project is within Caltrans ROW and will be performed in accordance to City and Caltrans procedures. It is estimated that the construction period will be 45 working days, with additional time for startup and closeout. The RE and Inspector's duties will include:

- Contract Administration (progress pay estimates, correspondence, coordination, CCO's, material certifications)
- Inspection of the construction for compliance to the specifications
- Preparation of daily inspection reports and maintain photographic record of construction
- Act as the City's point-of- contact for the Contractor

**Schedule & Compensation**

We propose to offer Bill Callaghan as the Resident Engineer and Ken Shaner as the Inspector for this project. Both Bill and Ken have experience with landscaping and Caltrans oversight projects. We intend to provide CM and inspection services on a time and materials basis as shown on the attached Staffing Plan. Rates include costs for vehicle, inspection tools, and digital cellular phone. Actual costs billed to the City will be on actual time spent, and the budget will not be exceeded without prior written approval of the City of Goleta. Based upon a 45 working day construction period, it is estimated that the fee to provide these services for the duration of the project will be \$71,792.00.

Again, I thank you for the opportunity to work with you on this project. If you have any questions, please contact me at (805) 692-6921 or [gchelini@mnsengineers.com](mailto:gchelini@mnsengineers.com).

Sincerely,

MNS ENGINEERS, INC.

Gregory Chelini, P.E.  
Principal Construction Manager

P:\CIGOL Goleta\CIGOL.090002 Los Carneros Landscape\Inspection Proposal 042209.doc

# Staffing Plan for CM & Inspection Services Los Carneros Road Interchange Project for the City of Goleta

ROLE	STAFF	2009												TOTAL HOURS	HOURLY RATE	TOTAL COST					
		Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar				Apr	May	Jun	Jul	Aug
<b>Pre-Construction Phase</b>																					
PM / RE	Bill Callaghan	12																	12	140.00	\$1,680.00
Construction Inspector*	Ken Shaner	12																	12	118.00	\$1,416.00
<b>Construction Phase</b>																					
PM / RE	Bill Callaghan		64	56	24														144	140.00	\$20,160.00
Construction Inspector*	Ken Shaner		120	120	24														264	118.00	\$31,152.00
<b>Post-Construction Phase</b>																					
PM / RE	Bill Callaghan					24													24	140.00	3,360.00
Construction Inspector*	Ken Shaner					16													16	118.00	1,888.00
<b>Team Support</b>																					
																			0		0.00
Administrative Support	Home Office																		0	65.00	0.00
<b>SUB-TOTAL</b>		0	24	184	176	88	0	0	0	0	0	0	0	0	0	0	0	0	472		\$59,656.00

\* Prevailing Wage Rates

	TOTAL COST
Direct Expenses	
Materials Testing	
Construction Surveying	
Miscellaneous Office	\$100.00
<b>SUB-TOTAL</b>	
<b>TOTAL COST</b>	\$59,756

**Notes:**

1. Assuming construction period start date of June 2009
2. Hours based upon a 45 Working Day project
3. Hours are an estimation. They may increase or decrease as required by the project needs

# **WILLIAM J. CALLAGHAN, PE**

**Senior Engineer/Project Manager – MNS Engineers, Inc.**

## **Areas of Expertise**

- Project management
- Pavement rehabilitation
- Construction management and inspection
- Roadways and bridges
- Water and wastewater systems
- Public agency coordination

**Years of Experience: 15**

## **Licensing**

- Professional Civil Engineer, CA – 64285

## **Certifications**

- Nuclear testing gauge operator no. 011158

## **Education**

- B.S. Civil Engineering, Stevens Institute of Technology
- Caltrans Resident Engineer Academy

Mr. Callaghan has a depth of experience in a variety of engineering and construction management projects, including highways, interchanges, pavement rehabilitation, street beautification, drainage, water and sewer pipelines, and park facilities – as well as private development plan review. He understands the administration of projects that have multiple funding sources, such as federal, state, and local funds. Bill brings a practical approach to supervision of complex projects. He has also been involved in the review and approval of Water Pollution Control Plans and Storm Water Pollution Prevention Plans for various projects. Additionally, Bill has provided field and laboratory support on a variety of soils and foundation exploration reports for projects. His experience includes:

### **Various Street Rehabilitation Projects – City of Buellton**

Bill assisted the City Engineer in the design of nearly all of their pavement rehabilitation projects over the past 10 years, including overlays, reconstructions, ARHM sealcoats, types 1 – 3 slurry seals, road widening, and design of new roadways. He has also provided construction management as Resident Engineer for this annual rehabilitation program, including preparation and oversight of the development of the plans and specifications and bidding assistance. Bill also prepared contract change orders, reviewed submittals, checked contract item pay quantities and processed pay estimates. Bill's recent experience with the City includes:

- Annual Pavement Maintenance Program - Bill is responsible for coordination with the Caltrans Local Assistance office regarding state and federal funding.
- 2008/09 Citywide Pavement Rehabilitation and Citywide Striping (\$700,000 construction cost)
- First Street City Alley Rehabilitation and Construction
- RDA Streetscape Improvement Project

### **Design of Various Street Rehabilitation Projects – City of Solvang**

Bill has assisted the City in the design of several pavement rehabilitation projects, including pavement overlays, reconstructions, sealcoats, road widening, and design of new roads. He was responsible for the City's annual pavement maintenance program for 5 years, including coordination with the Caltrans Local Assistance office regarding state and federal funding. Overlay projects included: Oak Street, Alisal Road, Alamo Pintado, Creekside subdivision, Chalk Hill, Atterdag, and Freidsborg.

### **Avenue of Flags Streetscape Improvement - Buellton, CA**

This \$1.9 million dollar project consisted of the construction of sidewalk, installation of street and pedestrian lighting as well as landscaping, irrigation and landscape features. Additionally, the project included the installation of resin paving material for a pedestrian pathway. Bill was responsible for the construction management throughout the project. He was responsible for overall project administration including document control, coordination, file submittal review and approval, quality control on site, quantity calculations for payment, and change order preparation. This project required Caltrans permitting and coordination as a portion of the

work was in the State Right-of-Way.

**Park & Ride Facility – City of Buellton**

Construction Manager/Resident Engineer - This \$730K project consisted of the construction of a new Park and Ride facility along Route 246 complete with lighting, landscaping, and a pedestrian shelter structure. As Resident Engineer, Bill's responsibilities included coordinating with the City of Buellton staff and Caltrans, creating and maintaining the project files, preparation of contract change orders, checking contract item pay quantities for the processing of monthly pay estimates, extra work bills, along with other project administration and construction management duties. This project contained state funds requiring it to be administered in accordance with the Caltrans Local Assistance Procedures Manual. Bill also assisted with the construction inspection.

**Citywide Handicap Ramp Construction & Carrillo Street Widening – City of Santa Barbara**

Project Engineer/Construction Inspector - Prepared the project plans and specifications, and performed preliminary design review for this project. Additionally, Bill field engineered numerous ADA and Title 24 compliant handicap access ramps throughout the project. He also performed the field inspection and contract administration.

**Route 101/Donovan & Stowell Roads Interchange – Santa Barbara County (Santa Maria)**

This \$12M project consisted of reconstructing two different intersections according to Caltrans standards. Scope of work included replacing 2 existing four-span reinforced concrete bridges over US Route 101 with 2 two-span post-tensioned concrete bridges, as well as construction of road sections, on and off ramps, traffic signals, drainage systems, curb and gutter, and extensive earthwork and AC paving, and landscaping. As Office Engineer/Assistant RE, Bill's responsibilities included creating and maintaining the project files, preparation of contract change orders, checking contract item pay quantities and processing the monthly pay estimates, checking and processing extra work bills, along with other project administration and construction management duties. Bill also assisted with the construction inspection.

**Highway 101/Route 154 North Interchange – County of Santa Barbara**

This project consisted of the construction of a new overpass over Highway 101 and diamond interchange for Route 154 replacing the existing at-grade intersection. Route 154 was to be realigned due to an archeologically sensitive area near the existing intersection of Route 154 and Highway 101. As Office Engineer/Assistant RE, Bill created and maintained the project files and is responsible for the preparation of draft contract change orders and numerous project administration and construction management duties. Bill also assisted with the construction and landscape inspection.

# KENNETH R. SHANER

Construction Inspector – MNS Engineers, Inc.

## Areas of Expertise

- Roadway/highway
- Water/stormwater
- Residential development
- Caltrans

**Years of Experience: 30+**

## Certifications

- Certified Storm Water Inspector, NSWC
- Construction Safety & Health, OSHA
- Field Technician I, American Concrete Institute
- Inspection Certification, Asphalt Institute
- CPR/First Aid Certification, American Red Cross

Mr. Shaner has over 30 years of experience in construction management and inspection, with a strong background in roadway/highway, water/sewer system, and utility relocation projects. He spent over 20 years as a public works inspector, developing expertise in a diverse range of public works projects, including bridges, flood control improvements, and wastewater facilities. Ken is highly skilled in crew supervision and project coordination between clients, utilities, contractors, and agencies such as Caltrans. His project experience includes:

### **Highway 1 Widening at Harmony – County of San Luis Obispo**

Ken was the Construction Inspector/Assistant RE for this project which consisted of replacing and widening approximately 1 mile of the northbound and southbound shoulders and constructing a new left-hand turn pocket on Highway 1 near Harmony. Construction included extensive embankment fills and slope excavation, grading, multiple drainage structures, asphalt paving, traffic control, striping, erosion control, and planting. The project also included the protection of multiple ESAs. The project was within the State ROW and administered per the Caltrans methods and procedures.

### **Route 23 Improvements – Caltrans District 7**

As Inspector/Assistant RE, Ken was responsible for project inspection for Caltrans on this Route 23 major improvement project which included grinding, paving, cold foam in-place recycling, striping, earthwork, reinforcing fabrics, drainage improvements, SWPPP evaluation and enforcement, signal/lighting work, soil nailing, and utility relocation, erosion control and landscaping.

### **Senior Public Works Inspector II & III – County of Ventura**

Ken provided construction inspection for underground utilities including sewer, water and storm drain systems, flood control structures, reservoirs, sewage treatment plant expansion, lift station facilities, street improvements, grading, and bridge projects within Ventura County. He was responsible for enforcement of Ventura County and Caltrans standards; uniform building codes; Federal and Cal-OSHA standards. His duties also included materials inspection and testing.

### **Senior Public Works Inspector IV – County of Ventura**

In this position for over 16 years, Ken was responsible for supervising a crew of inspectors for the County. The range of projects included underground sewer, water, utilities, storm drains, paving, structures, street improvements, reservoirs, grading flood control facilities, and bridge construction for subdivisions and capital projects. Projects were performed in accordance with Caltrans and Public Works specifications.

**ATTACHMENT 6**  
**LOS CARNEROS INTERCHANGE LANDSCAPING**  
**PROJECT VICINTY MAP**

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**Caltrans** PROJECT DEVELOPMENT  
 PROJECT LANDSCAPE ARCHITECT  
 DAVID R. BLACK

DATE REVISION	BY	MF
DATE	REVISION	BY
DRB	9/07	DRB
DRB	9/07	DRB
CHECKED BY	DATE	REVISION
CHECKED BY	DATE	REVISION
DESIGNED BY	DATE	REVISION
DESIGNED BY	DATE	REVISION

THE CITY OF GOLETA  
 AND  
 THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

PROJECT PLANS FOR CONSTRUCTION ON  
 STATE HIGHWAY  
 IN SANTA BARBARA COUNTY  
 IN THE CITY OF GOLETA  
 AT STATE ROUTE 101 AT LOS CARNEROS ROAD

To be supplemented by Standard Plans dated May, 2006

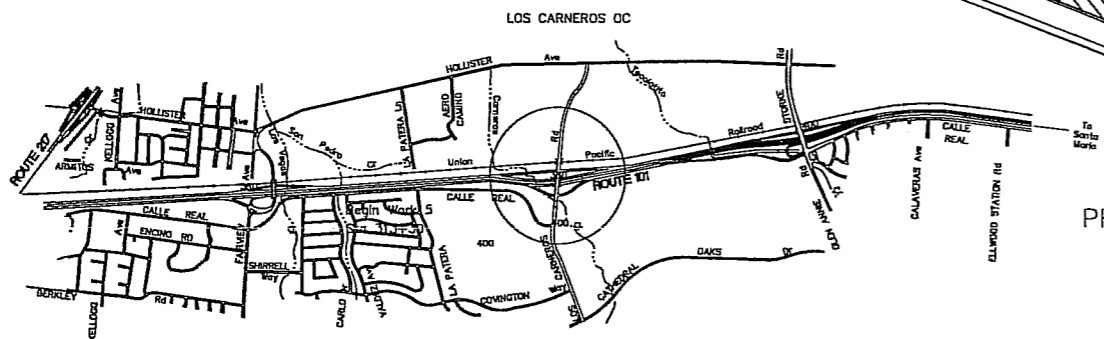
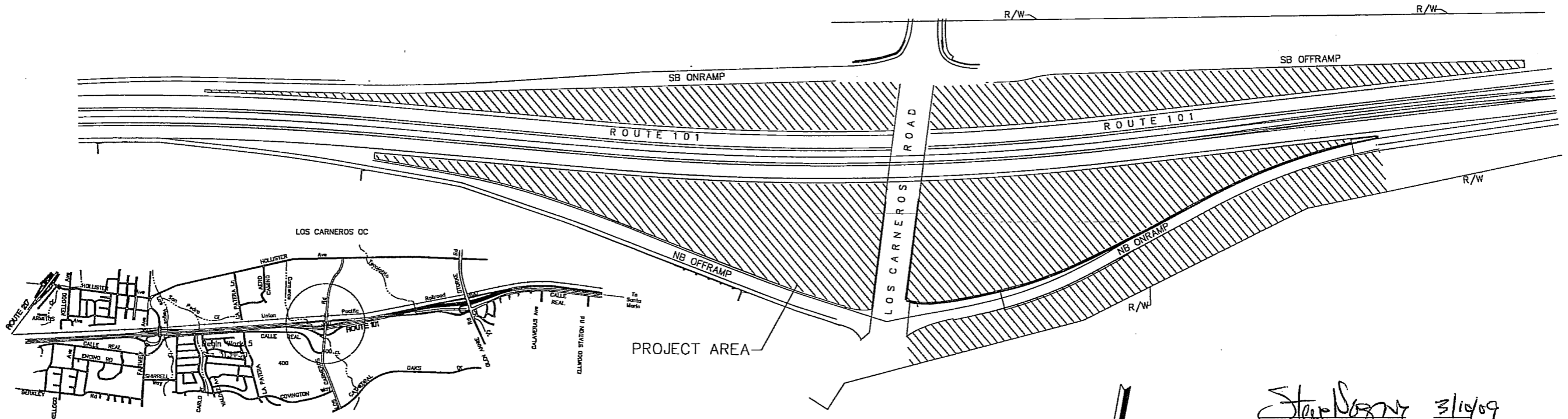
**LOS CARNEROS ROAD INTERCHANGE LANDSCAPE PROJECT**

FEDERAL PROJECT NO.: STPL-5481(006)

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
05	SB	101	22.5/24.8	1	8



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 To get to the Caltrans web site, go to: <http://www.dot.ca.gov>



Steve Noyes 3/14/09  
 COMMUNITY SERVICE DIRECTOR DATE  
 [Signature] 4/14/09  
 REGISTERED LANDSCAPE ARCHITECT DATE  
 CALTRANS PLANS APPROVAL  
 [Professional Seal]

The Contractor shall possess the Class (or classes) of license as specified in the "Notice to Contractors".

FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES 0 1 2 3

USERNAME => \*\*\*\*\*USER\*\*\*\*\*  
 DGN FILE => \*\*\*\*\*DGNSSPEC\*\*\*\*\*

FEDERAL PROJECT NO.: STPL-5481(006)  
 EA 05-930057

TIME PLOTTED => \*\*\*\*\*SYTIME\*\*\*\*\*  
 00-00-00