



TO: Mayor and Councilmembers

FROM: Jaime A. Valdez, Neighborhood Services Director

CONTACT: Claudia Dato, Senior Project Manager

SUBJECT: Goleta Train Depot Approval of Development, Plans and Specifications, Authorization to Advertise for Construction, Approval of Professional Service Agreement with Kitchell/CEM, Inc. for Construction Management, and Amendment No. 4 to PSA No. 2019-071 with COM3 Consultants, Inc.

RECOMMENDATION:

- A. Approve Resolution 23-__ entitled, "A Resolution of the City Council of the City of Goleta, California Approving the Development for the Goleta Train Depot, Located at 27 S. La Patera Lane; APN 073-050-033, CIP Project 9079;" and
- B. Approve Plans and Specifications for the Goleta Train Depot Project; and
- C. Authorize staff to advertise a notice inviting bids for the construction of the Goleta Train Depot Project; and
- D. Authorize the City Manager to execute an agreement with Kitchell/CEM, Inc. for Construction Engineering, Management, Inspection and Materials Testing for the Goleta Train Depot Project in an amount not-to-exceed \$1,810,000 and with a term ending June 30, 2026; and
- E. Authorize the City Manager to execute Amendment No. 4 to Professional Design Services Agreement 2019-071 between the City of Goleta and COM3 Consultants, Inc. for project management work on the Goleta Train Depot to expand the scope of work, add \$134,000 to the compensation thereby increasing the not-to-exceed amount to \$258,000 and extending the term of the agreement to June 30, 2026.
- F. Approve Budget Expense Appropriation of \$100,000 from General Fund Unassigned Fund Balance to the Construction Account in the Goleta Train Depot Project for- Fiscal Year 2023-24.

BACKGROUND:

On April 26, 2018, the California State Transportation Agency (CalSTA) notified the Santa Barbara County Association of Governments (SBCAG) that SBCAG had been awarded \$13 million in funding as a result of applying in partnership with the City of Goleta for grant funds under the Transit and Intercity Rail Capital Program (TIRCP). The Goleta Train Depot (GTD) Project is the development of a new multi-modal train station adjacent to the location of the existing Amtrak platform with the intent to increase rail ridership. Through the completion of a full-service station, the project will improve connections to bus transit, accommodate transit service to/from the Santa Barbara Airport and the University of California Santa Barbara (UCSB), add new bicycle and pedestrian facilities along La Patera Lane, and allow accommodation for potential future additional train storage that will support increased commuter rail needs. These improvements will make the new facility safer, more functional, and inviting. The project site is adjacent to the existing Amtrak platform at the northern end of South La Patera Lane.

On May 31, 2018, the City closed escrow on the purchase of the approximate 2.5-acre property located at 27 S. La Patera Lane for \$6.7M as part of the future Goleta Train Depot Project. Later that year the City Council authorized the Mayor to execute a \$12.2M Funding Agreement between SBCAG and the City regarding the 2018 TIRCP grant.

On June 4, 2019, the City Council authorized the City Manager to enter into Professional Design Services Agreement with Anil Verma Associates, Inc. (AVA). Design work began on the Train Depot project in July 2019.

After completion of an Initial Study with California Environmental Quality Act (CEQA) checklist in May 2020, City staff determined that an Environmental Impact Report (EIR) was needed to further analyze the environmental effects of the proposed GTD Project. On January 18, 2022, the City Council adopted a resolution certifying the Final EIR. The proposed modifications to development standards were discussed within that context and included within the FEIR resolution. Since that time, the design team has been working on construction documents and specifications.

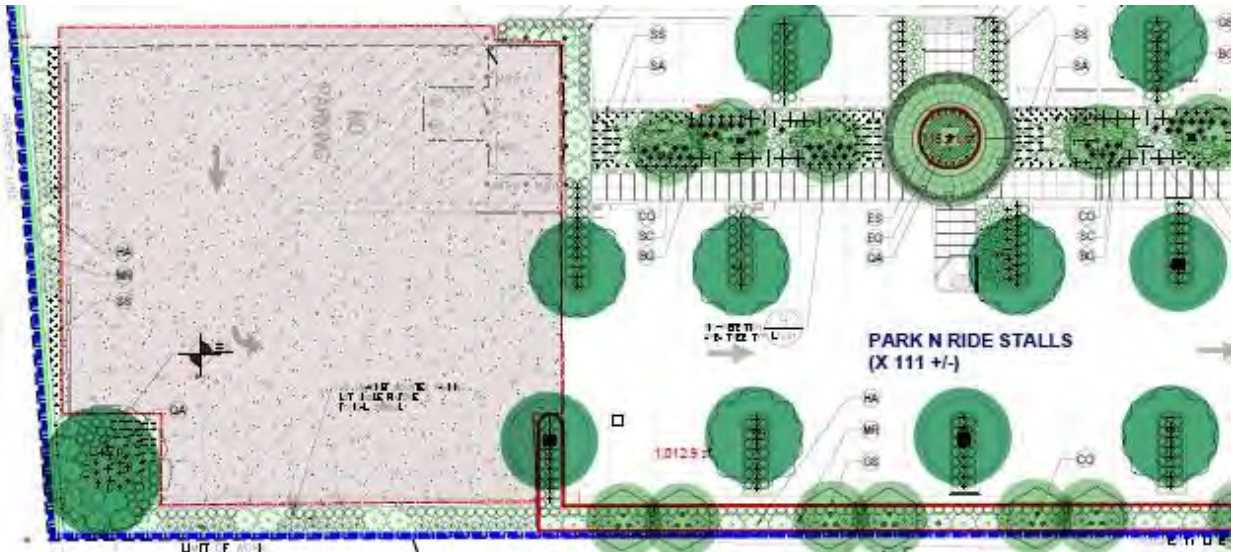
Given the file size, access to the final specifications, design plans and construction documents (listed as Attachment 2 to this report) will be provided to City Council and the public as a website link in advance of this City Council meeting. However, Exhibit A to Attachment 1 (the resolution approving the development) provides basic site and landscape plans as well as building elevations and renderings for the project.

There are multiple proposed actions under this agenda item. All are intended to move the GTD project forward towards a construction start date in Summer 2024.

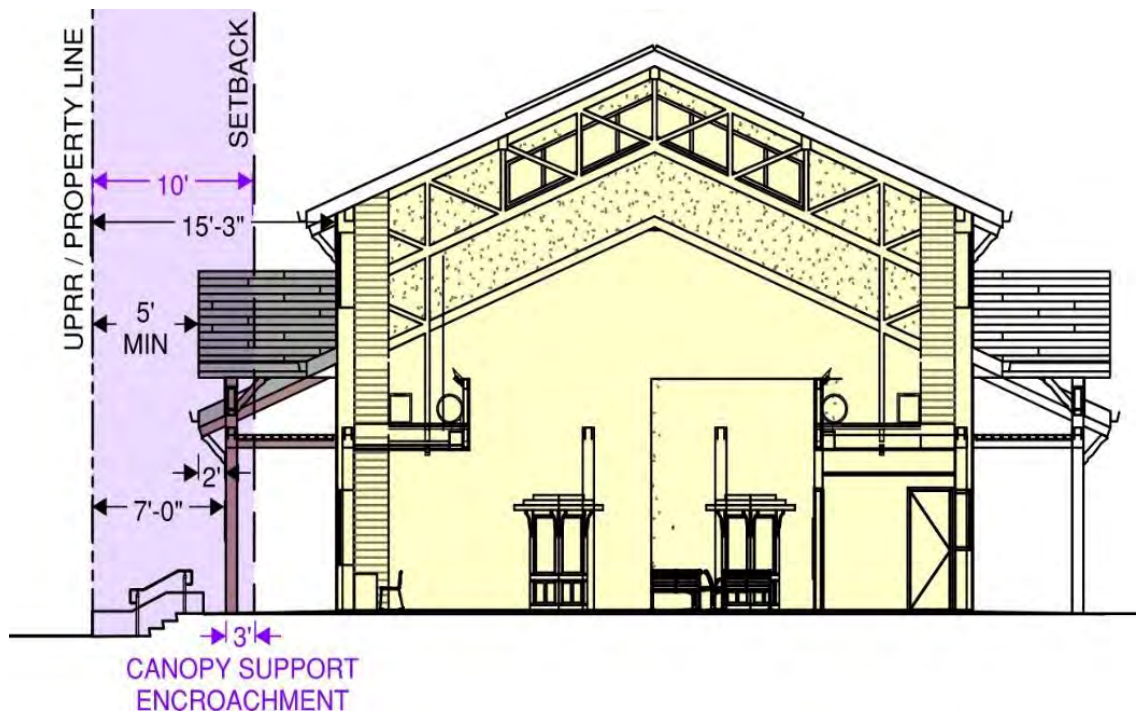
Development Standard Deviations

The proposed GTD project includes minor deviations to a few City development standards:

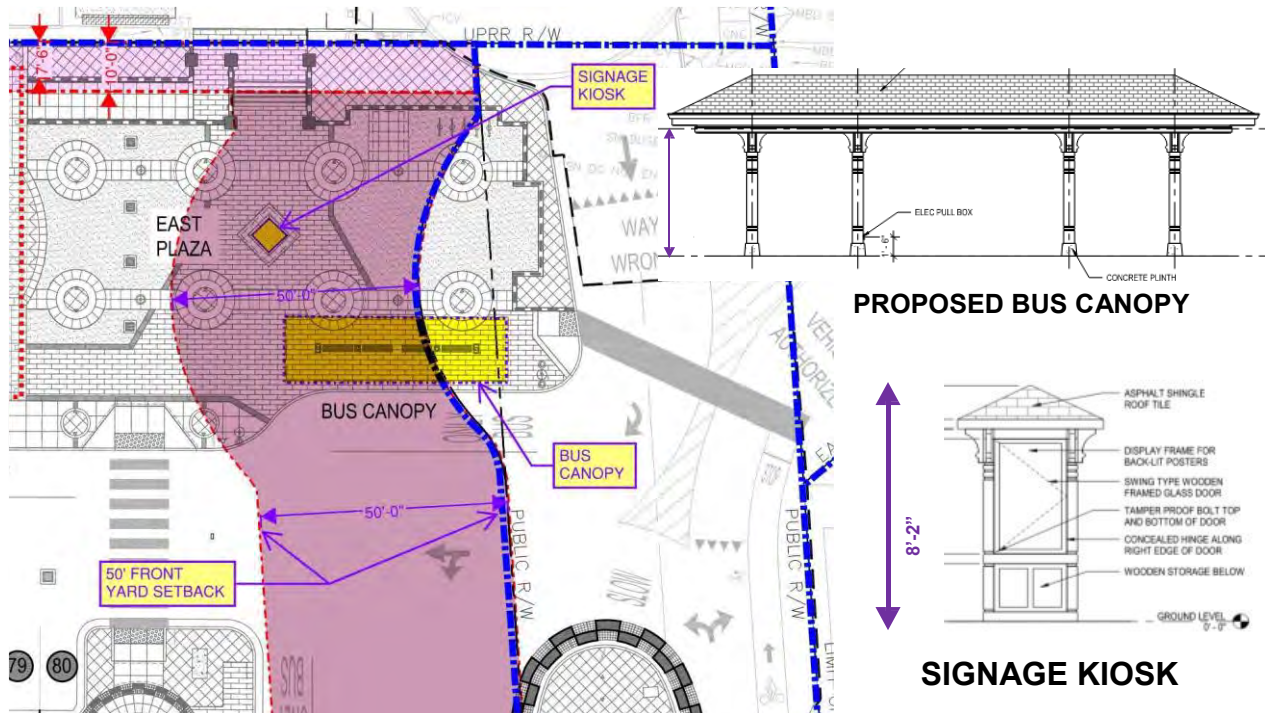
1. **Minor deviation to tree ratio** – A request to allow a deviation to tree ratio to allow fewer than 1:4 trees per parking space within the southwest corner of the site where existing concrete paving is to remain as depicted on the following page:



2. **Encroachment into the 10' side yard setback for building (17.09.030)** – A request allow the outdoor arcade columns and the roof of the depot building canopy to encroach into the 10-foot side yard setback adjacent to the Union Pacific Railroad (UPRR) right-of-way (ROW) as depicted below:



3. **Encroachment into 50' front yard setback:** Allow proposed bus stop canopy and sign kiosk within this setback as depicted on the following page:



These modifications to development standards are depicted more comprehensively within Exhibit A of Attachment 1.

Professional Services Agreement with Kitchell/CEM, Inc.

The GTD Project is a complicated and multi-faceted capital improvement project requiring experience in several disciplines and additional support for City staff. Many of the City’s larger capital improvement projects require the services of a consultant to perform Construction Management, Inspections, and Testing (CMIT) of materials associated with the construction phase of a project. The CMIT consultant acts as the City’s designated agent and maintains a coordinating relationship between City staff, the project architect-engineers, construction contractor, other consultants involved in the project and other involved agencies or organizations that might have input or oversight. Among its many responsibilities, the CMIT consultant ensures work is performed in accordance with the construction contract documents to guard the City against defects and deficiencies. This includes performing specialized inspections and testing various materials involved in the construction process. The CMIT consultant also helps monitor the costs and schedule of the project to help ensure it is completed on time and within budget.

City staff issued a Request for Qualifications/Proposals for the services of a CMIT consultant on September 25, 2023, with a due date of October 19, 2023. The City received three responses, including the proposal from Kitchell. After an evaluation of qualifications, the consultants’ understanding of the project, and project approaches, the evaluation team, consisting of City staff, COM3 Consultant Gerald Comati, and a representative from SBCAG, rated Kitchell as the top-ranked consultant. City staff then worked with Kitchell to refine the scope of work and costs. The proposed professional services agreement with Kitchell is provided as Attachment 3. The not-to-exceed amount is \$1,810,000 and the term would go to June 30, 2026.

Amendment No. 4 to Agreement 2019-071 with COM3 Consultants, Inc.

The services of COM3 Consulting were brought on board early on in the development process of the GTD to support City staff with the process. On August 20, 2019, the City Council authorized Professional Design Services Agreement No. 2019-071 with COM3 Consultants, Inc. for project management assistance on the Goleta Train Depot with an original end date of June 30, 2021, and with an original not to exceed amount of \$71,800.

This original COM3 Agreement was amended on June 24, 2021, to extend the term (Amendment No. 1), again on October 19, 2021, to extend the term and add additional compensation (bringing the not-to-exceed amount up to \$124,000) (Amendment No. 2), and most recently on June 22, 2023, to extend the term to December 31, 2023 (Amendment No. 3). City staff is now asking for City Council's approval of Amendment No. 4 to PSA 2019-071 to allow COM3 Consulting, Inc. to continue to provide project management support through the construction phase of the project.

It is anticipated that the project management assistance for the GTD Project, provided in Exhibit A-2 of the Professional Design Services Agreement (Attachment 4), will include the following additional tasks for the construction phase of the project:

- Provide project management during project bidding.
- Assist City in award of construction contract.
- Assist in securing California Transportation Commission (CTC) Construction Allocation.
- Coordinate with Construction Management Team during construction phase.
- Provide project management oversight during construction.
- Attend weekly construction meetings and provide recommendations to City Staff.
- Provide management of technical consultants.
- Coordinate with other agencies including, but not limited to, SBCAG, CalSTA, Amtrak, Union Pacific Rail Road (UPRR), Santa Barbara Airport, and UCSB.
- Development/maintenance of project schedules.
- Monitor project costs/funding and prepare grant funding claims to SBCAG.
- Assist CM Team with Project Closeout.

The cost of the additional services identified above is \$134,000 and results in a new not-to-exceed amount of \$258,000.

DISCUSSION:

The GTD project would result in a significant benefit to the public by creating a regional transportation hub. In addition to the benefits of increased multi-modal transportation for the public, especially rail service, other benefits of the project include a reduction in greenhouse gas emissions from alternative transportation, greatly increased site

landscaping and tree plantings, improved stormwater runoff treatment, and significantly enhanced architectural and site aesthetics. Given these benefits, staff supports the minor deviations to the setbacks requested for the project because they facilitate enhanced aesthetics and functionality of the building, the access and enjoyment of the site by the public by way of a covered bus shelter, and opportunities to display useful information and public art.

The plans and specifications for the Project were prepared by Anil Verma and Associates and are now complete. The plans and specifications for the Project consist of the plan sheets and bid documents. The plans include the pedestrian and bike improvements along South La Patera Lane. In August 2023 staff presented to Council modifications to the proposed South La Patera Lane improvements that were based on recommendations received from SBMOVE. The changes included the incorporation of Class IV Bike lanes (buffered bike lanes with bollards or raised medians). Since August 2023, based on a subsequent in-depth assessment by the Public Works department, the design has been modified to replace the Class IV Bike Lanes with buffered Class II Bike Lanes. The buffered Class II Bike Lane design has the same footprint as the Class IV design, but the buffered area between the bike lane and the vehicle lanes is striped. The buffered Class II design accommodates a separation between bicyclists and vehicles but also allows for easy road maintenance through street cleaning. The Class IV design prohibits street cleaning of the bike lanes because of the raised medians and/or bollards located in the buffer area. The specifications also incorporate the City adopted engineering standards, the Construction Specifications Institute (specifications used for buildings), Caltrans Standard Plans and Specifications (current edition), Occupational Safety and Health Administration regulations, the California Manual of Uniform Traffic Control Devices, and the Caltrans Construction Manual. The full set of plans and contract specifications are available on the City website as part of this City Council agenda item. Neighborhood Services recommends that the City Council approve these plans and specifications and authorize staff to advertise for receipt of construction bids for the Project. Following the actions of the Council today, the City will request Construction Allocation of the TIRCP funds at the March 2024 CTC meeting. Staff expects to return to City Council in late March/early April for award of the construction contract.

The GTD Project is a complicated and multi-faceted capital improvement project requiring experience in several disciplines and additional support for City staff. Many of the City's larger capital improvement projects require the services of a consultant to perform Construction Management, Inspections, and Testing (CMIT) of materials associated with the construction phase of a project. The CMIT consultant acts as the City's designated agent and maintains a coordinating relationship between City staff, the project architect-engineers, construction contractor, other consultants involved in the project and other involved agencies or organizations that might have input or oversight. Among its many responsibilities, the CMIT consultant ensures work is performed in accordance with the construction contract documents to guard the City against defects and deficiencies. This includes performing specialized inspections and testing various materials involved in the construction process. The CMIT consultant also helps monitor the costs and schedule of the project to help ensure it is completed on time and within budget. For a large and important project such as the GTD, the services of a CMIT consultant are essential to the success of the project. Likewise, COM3 provide project management support to City staff,

essentially functioning as an extension of staff and has provided invaluable support throughout the development of the project. The services of COM3 are needed through the construction phase of the project given the level of additional projects and assignments Neighborhood Services staff is engaged with.

Finally, staff foresees bringing one additional amendment to the agreement with AVA for the construction phase, and an agreement for a construction management firm/consultant to City Council in January or February of 2024.

GOLETA STRATEGIC PLAN:

The Goleta Train Depot Project furthers the progress of the City's Strategic Plan as it pertains to strengthening infrastructure.

City-Wide Strategy: 5, Strengthen Infrastructure

Strategic Goal: 5.1, Strengthen Citywide infrastructure including roads and traffic circulation, including bicycle lanes, paths, and sidewalks.

FISCAL IMPACTS:

The 2018 Funding Agreement's with SBCAG states a not-to-exceed amount of \$12.2M for reimbursement to the City (Agreement No. 2018-023) and was inclusive of design/engineering/environmental work as well as construction. The original \$12.2M has been increased to \$17.76M as result of the additional \$5.559M awarded to the Train Depot Project as supplemental funding in January of 2023. The supplemental TIRCP funding required the City to provide a \$1M match which is reflected in the adopted budget for FY 2024-25. The FY 2024-25 budget will be reduced by the requested FY 2023-24 \$100,000 budget (101-90-9079-57071) during the Mid-Cycle Budget Process for FY 2024-25.

An existing allocation of \$5,559,000 for FY 2023-24 is currently in place in Fund 321 (TIRCP) for Project Number 9079 (Goleta Train Depot) along with the additional \$9,582,000 carried over from FY 2022-23 and available for use in FY 2023-24 and beyond. The additional \$1M match from the General Fund is currently programmed in FY 2024-25. Expenditures of any and all funds related to the TIRCP grant are subject to the reimbursement-based Funding Agreement between the City of Goleta and SBCAG.

Because of timing, Staff is asking to reduce \$100,000 of the \$1M budget expense appropriations allocated for FY 2024-25 and increase FY 2023-24 appropriations prior to the next CTC meeting where the construction allocation will be considered which takes place March 21, 2024. This will allow Kitchell and COM3 to perform some preliminary review work related to construction prior to the CTC construction allocation. It will also provide access to construction-related funding should it be needed prior to the CTC Construction allocation for items like deposits with utilities.

To illustrate the sources and uses of funding related to the GTD to date and to completion, staff has created the following summary table across all funds. The first set of numbers are the sources of funds. The second set of numbers are the actual expenses through

December 7, 2023. The third set of numbers summarizes the remaining expense estimates. The last row shows the net balance of sources of funds compared to uses.

GOLETA TRAIN DEPOT (GTD) FINANCIAL SUMMARY						
1) GTD Sources of Funds						
Fund	Name	Description	Acquisition	Prelim Eng/Environ/Final Design	Construction	TOTAL
101	General Fund	Acquisition and Supplemental TIRCP Construction Match	\$ 2,656,172	\$ -	\$ 1,000,000	\$ 3,656,172
220	GTIP	Misc TIRCP Grant Application Prep	\$ -	\$ 49,900	\$ -	\$ 49,900
222	Public Admin Facility DIF	Acquisition	\$ 2,018,803	\$ -	\$ -	\$ 2,018,803
222	Public Admin Facility DIF	Misc Grant Application Prep and Prelim Eng (Conceptual Design)	\$ -	\$ 305,541	\$ -	\$ 305,541
231	Development Agreement	Acquisition	\$ 2,031,178	\$ -	\$ -	\$ 2,031,178
235	Bicycle & Pedestrian DIF	Prelim Eng (Conceptual Design)	\$ -	\$ 200,000	\$ -	\$ 200,000
321	TIRCP	Prelim Eng, Environmental, Final Design, Plans and Specs + CON	\$ -	\$ 3,032,000	\$ 14,727,000	\$ 17,759,000
		TOTAL	\$ 6,706,153	\$ 3,587,442	\$ 15,727,000	\$ 26,020,595
2) GTD Expenses through December 7, 2023 (ACTUALS)						
Fund	Name	Description	Acquisition	Prelim Eng/Environ/Final Design	Construction	TOTAL
101	General Fund	Acquisition	\$ 2,656,172	\$ -	\$ -	\$ 2,656,172
220	GTIP	Misc TIRCP Grant Application Prep	\$ -	\$ 49,900	\$ -	\$ 49,900
222	Public Admin Facility DIF	Acquisition	\$ 2,018,803	\$ -	\$ -	\$ 2,018,803
222	Public Admin Facility DIF	Misc Grant Application Prep and Prelim Eng (Conceptual Design)	\$ -	\$ 305,541	\$ -	\$ 305,541
231	Development Agreement	Acquisition	\$ 2,031,178	\$ -	\$ -	\$ 2,031,178
235	Bicycle & Pedestrian DIF	Prelim Eng (Conceptual Design)	\$ -	\$ 200,000	\$ -	\$ 200,000
321	TIRCP	Prelim Eng, Environmental, Final Design, Plans and Specs	\$ -	\$ 2,439,887	\$ -	\$ 2,439,887
		TOTAL	\$ 6,706,153	\$ 2,995,329	\$ -	\$ 9,701,482
3) GTD Estimated Remaining Expenses						
Fund	Name	Description	Acquisition	Prelim Eng/Environ/Final Design	Construction	TOTAL
321	TIRCP	Remaining Design	\$ -	\$ 388,296	\$ -	\$ 388,296
322	TIRCP	Misc (UPRR, Amtrak, LEED, Phase II ESA)	\$ -	\$ 112,000	\$ -	\$ 112,000
321	TIRCP	Construction Cost Estimate (Depot and Roadway Improvements)	\$ -	\$ -	\$ 12,052,000	\$ 12,052,000
321	TIRCP	Construction Contingency--10%	\$ -	\$ -	\$ 1,205,200	\$ 1,205,200
101/321	General Fund/TIRCP	Construction Management, Inspections, Testing (CMIT)	\$ -	\$ -	\$ 1,810,000	\$ 1,810,000
101/321	General Fund/TIRCP	CMIT--Other (Staff)	\$ -	\$ -	\$ 134,000	\$ 134,000
321	TIRCP	Design Support During Construction (5% of Construction Cost)	\$ -	\$ -	\$ 602,600	\$ 602,600
		TOTAL	\$ -	\$ 500,296	\$ 15,803,800	\$ 16,304,096
NET BALANCE [Sources of Funds - Uses (Actuals Expenses + Remaining Estimated Expenses)]			\$	91,817	\$ (76,800)	\$ 15,017

ALTERNATIVES:

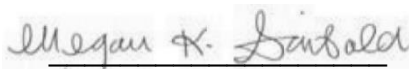
Council may elect not to approve the development, or the plans and specifications for the project and not authorize the project to be bid. This would jeopardize the TIRCP Grant funding which has deadlines for 1) requesting a CTC construction funding allocation and 2) for ultimately entering into a construction agreement within six months of a CTC construction allocation.

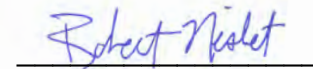
Reviewed By:

Legal Review By:

Approved By:


 Kristine Schmidt
 Assistant City Manager


 Megan Garibaldi
 City Attorney


 Robert Nisbet
 City Manager

ATTACHMENTS:

1. A Resolution of the City Council of the City of Goleta, California Approving the Development for the Goleta Train Depot, Located at 27 S. La Patera Lane; APN 073-050-033, CIP Project 9079
2. Plans and Specifications for Authorization to Advertise for Construction – Goleta Train Depot Project (weblink to access files can be found in Attachment 2)
3. Professional Services Agreement between Kitchell/CEM, Inc. and the City of Goleta
4. Amendment No. 4 to Professional Design Services Agreement 2019-071 between the City of Goleta and COM3 Consultants, Inc.

ATTACHMENT 1

**A Resolution of the City Council of the City of Goleta, California
Approving the Development for the Goleta Train Depot, Located at
27 S. La Patera Lane; APN 073-050-033, CIP Project 9079**

RESOLUTION 23 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLETA, CALIFORNIA APPROVING THE DEVELOPMENT FOR THE GOLETA TRAIN DEPOT, LOCATED AT 27 S. LA PATERA LANE; APN 073-050-033, CIP PROJECT 9079

WHEREAS, on April 26, 2018, the California State Transportation Agency (CalSTA) notified the Santa Barbara County Association of Governments (SBCAG) that SBCAG had been awarded \$13 million in funding as a result of submitting a grant application prepared by the City of Goleta under the Transit and Intercity Rail Capital Program (TIRCP); and

WHEREAS, the awarded TIRCP grant is to fund the development of a new, multi-modal train station at the location of the existing AMTRAK platform with the intent to increase rail ridership and reduce greenhouse gas (GHG) emissions through the completion of a full-service station that will improve connections to bus transit to/from the Santa Barbara Airport and the University of California Santa Barbara (UCSB), add new bicycle and pedestrian facilities, add a food service component and new restrooms, and allow accommodation for potential future additional train storage that will support increased commuter rail needs; and

WHEREAS, on May 31, 2018, the City closed escrow on the purchase of the former Direct Relief site, an approximately 2.5-acre property located at 27 South La Patera Lane (Assessor's Parcel Number 073-050-033) for \$6.7M as part of the future Goleta Train Depot (GTD) Project; and

WHEREAS, on February 4, 2020, the City Council approved a Station Area Master Plan (SAMP) for the GTD Project which informed the GTD's design in terms of site layout, building features/amenities, and circulation/access to and from the site; and

WHEREAS, in 2020, the City conducted multiple public meetings, and City staff created and promoted a public survey that garnered over 1,100 responses, to get the public's feedback on the design and preferences for the GTD Project; and

WHEREAS, on August 5, 2020, during a special meeting of the City Council, the City Council directed staff to proceed with the "Traditional" design theme that included modern elements for the train depot building; and

WHEREAS, the GTD Project went to the City's Design Review Board (DRB) on January 26th, April 27th and July 13th, 2021, for Advisory Review; and

WHEREAS, proposed building height, setbacks, parking layout and site circulation were among the design features of the GTD Project reviewed by DRB and the DRB's input was addressed by the Project design team and incorporated through revised project renderings; and

WHEREAS, the proposed building height of 37' 7" is allowed due to the steep pitch of the roof (4:10) which, pursuant to Goleta Municipal Code Section 17.03.090, allows for an additional three feet to the applicable height limit of 35 feet in the BP Business Park zoning district, for a total of 38 feet allowed, when the entire roof of a structure exhibits a pitch of 4:12 (rise to run) or greater; and

WHEREAS the proposed projection of the building skylight above the 38-foot height limit is allowed pursuant to Goleta Municipal Code Section 17.24.080 which allows skylights to project above the height limit by up to one foot and the proposed skylight projects above the 38-foot height limit by eight inches; and

WHEREAS pursuant to State CEQA Guidelines Section 15087(e), a Draft EIR was circulated for a 45-day public review and comment period from June 3, 2021 to July 19, 2021; and

WHEREAS during the public review and comment period, the City consulted with and requested comments from all responsible and trustee agencies, other regulatory agencies, and others pursuant to State CEQA Guidelines Section 15086, and held an Environmental Hearing Officer meeting on June 30, 2021, to receive verbal public comments on the Draft EIR, where no comments were received; and

WHEREAS the City received one written comment letter on the Draft EIR asking for minor revisions related to law enforcement and fire services which were made in the Final EIR; and

WHEREAS the Draft EIR identified potentially significant impacts in the following issue categories: biological resources, cultural and tribal cultural resources, and geology and soils; however, all impacts were determined to be less than significant with the implementation of mitigation measures; and

WHEREAS, on January 18, 2022, the City Council adopted a resolution certifying the Goleta Train Depot Final Environmental Impact Report (SCH#2020050499) and approving the Mitigation Monitoring and Reporting Program for the Goleta Train Depot Project; and

WHEREAS this Resolution documents certain design features which are adjustments to the development standards set forth in Title 17 of the Goleta Municipal Code and allows such adjustments pursuant to Section 17.59.040 subject to the findings contained herein; and

WHEREAS the City Council has considered the entire administrative record, Final EIR, Mitigation Monitoring and Reporting Program (MMRP), staff reports and oral and written testimony from interested persons.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF GOLETA HEREBY RESOLVES:

SECTION 1. Factual Findings

The City Council finds as follows:

- a. The project consists of approximately 2.5 acres located at 27 South La Patera Lane (Assessor's Parcel Number 073-050-033).
- b. The Project includes a proposed train depot structure of approximately 9,000 square feet in size and would provide a permanent, enclosed structure for Amtrak passengers to use as they wait to board or after they disembark from trains. The project will also include a number of on-site amenities that include: a lobby, food service, ticketing facility, restrooms, multiple indoor waiting areas, a meeting room, luggage and storage space and public information for use by Amtrak passengers while they are waiting to board or after they have disembarked from trains stopping in Goleta, as well as associated parking, landscaping, and bus stop with canopy to provide for multi-modal transportation (Exhibit A).
- c. The Project includes the following requests for adjustments to development standards which are hereby approved by the City Council:
 1. A reduction to the parking area tree planting standard to allow fewer than one tree for every four parking spaces in the southwest corner of the site where existing paving is to remain, pursuant to section 17.38.110 K.5 of the Goleta Municipal Code. (See Deviation No. 1 in Exhibit A.)
 2. A reduction in the side yard setback for the train depot building to allow the structural columns to encroach 3 feet and the entry canopy overhang to encroach up to 5 feet, creating setbacks of 7 feet for the structural columns and 5 feet for the canopy overhang. (See Deviation No. 2 in Exhibit A.)
 3. A public transit bus shelter/canopy to be located within the 50-foot front yard setback area to serve patrons waiting at the proposed transit bus stop. (See Deviation No. 3 in Exhibit A.)
 4. A 9 square foot (3'x3'), 8.2 foot tall outdoor display case kiosk within the 50-foot front yard setback area, at a setback distance of approximately 25 feet. (See Deviation No. 3 in Exhibit A.)
- e. The factual findings in this Section are based upon substantial evidence found within the entirety of the administrative record.

SECTION 2. Environmental Assessment Findings

The City Council certified the Final EIR (SCH#2020050499), adoption of findings under CEQA, adoption of the MMRP, and, among other things, properly assesses the

environmental impact of the Project in accordance with CEQA. City Council Resolution No. 22-01 is incorporated herein by reference.

SECTION 3. Findings for Adjustments to Development Standards

The City Council makes the following findings regarding the Goleta Train Depot Project pursuant to Section 17.59.040 of the Goleta Municipal Code:

- a. The reduction in the side yard setback for the train depot building and location of information kiosk within the front yard setback are needed because they facilitate development and operation of a rail station facility adjoining the existing train tracks to serve commuter-oriented and other rail passengers, and are justified and consistent with the intent of applicable General Plan policies, specifically the following:
 1. Policy TE 8: Rail Transportation Objective: To accommodate commuter-oriented rail passenger service along the UPRR corridor that would serve employment centers in Goleta and UCSB, in the event that the region determines to pursue this option to accommodate long-distance work trips between Ventura County and Goleta.
 2. TE 8.1 Commuter Rail Service. If the region should determine that it is cost effective to implement commuter rail service along the UPRR corridor, the City shall consider new facilities as may be appropriate to accommodate the service.
 3. TE 8.2 Rail Terminal. The City, in cooperation with Amtrak and any future commuter rail service provider, should actively explore and promote the development of an expanded multimodal transportation center that includes a rail station in the city as referenced in TE 7.3. The City supports regional funding and construction of a terminal facility that includes a building with an indoor waiting area, ticketing, information kiosks, restrooms, and other appropriate amenities; parking; and drop-off and pick-up areas.
- b. The modification to the parking area tree planting standard (one tree for every four parking spaces) for the southwest corner of the site was supported by the Design Review Board at its meetings on January 26th, April 27th and July 13th, 2021, and is justified and consistent with the intent of applicable General Plan policies below because it allows for re-use of the existing 8-inch-thick concrete as parking which results in a significant reduction of construction waste:
 1. CE 15.4 Waste Reduction and Recycling. The City shall promote waste reduction and recycling programs for residences and businesses, encourage commercial composting and education programs, recycle public green waste materials for mulch and compost, reuse removed trees for lumber when possible, and implement waste and recycling standards for all new developments and remodels.

2. CE 15.5 Reduction of Construction Wastes. In instances where demolitions of existing buildings and structures are authorized, it is encouraged that such structures be deconstructed and that structural components, fixtures, and materials be salvaged for future reuse. Provisions for recycling of waste materials at all construction sites, including and demolition sites shall be required. (Note: Leaving the existing concrete in place for re-use in the parking area results in a significant reduction of construction waste.)
- c. The bus canopy/shelter located within the 50-foot front yard setback area is justified and consistent with the intent of applicable General Plan policies noted below because it promotes bus ridership and convenience:
1. Policy TE 7: Public Transit (Bus Transportation). To support the efforts by MTD and other transit providers to sustain and expand the bus transit system to serve the needs of local and regional commuters, the transit-dependent population, and other users in a convenient, reliable, and efficient manner; and to increase bus ridership levels in order to reduce peak-period automobile trips on area roadways.
 2. TE 7.12 Transit Amenities in New Development. The City shall require new or substantially renovated development to incorporate appropriate measures to facilitate transit use, such as integrating bus stop design with the design of the development. Bus turnouts, comfortable and attractive all-weather shelters, lighting, benches, secure bicycle parking, and other appropriate amenities shall be incorporated into development, when appropriate, along Hollister Avenue and along other bus routes within the city.

SECTION 4. Actions

The City Council hereby approves the Goleta Train Depot Project, including adjustments to development standards set forth above and in the attached Development Plans (Exhibit A) based on the findings of Sections 1-3 above.

SECTION 5. Reliance on Record

Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 6. Limitations

The City Council analysis and evaluation of the project, including this Resolution, are based on the entire record, including the best information currently available. This includes competent and substantial evidence, both oral and written. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City

Council's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 10. Summaries of Information

All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 11. Duration of the Resolution

This Resolution will remain effective until superseded by a subsequent Resolution

SECTION 12. Copies of the Resolution

The City Clerk is directed to mail a copy of this Resolution to any person requesting a copy.

SECTION 13. Effective date of the Resolution

This Resolution will become effective immediately after adoption.

SECTION 14. Certification of the Resolution

The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this ____ day of _____ 2023.

PAULA PEROTTE
MAYOR

ATTEST:

APPROVED AS TO FORM:

DEBORAH LOPEZ
CITY CLERK

WINNIE CAI
MEGAN GARIBALDI, CITY ATTORNEY

COUNTY OF SANTA BARBARA)
CITY OF GOLETA) ss.

I, DEBORAH LOPEZ, City Clerk of the City of Goleta, California, DO HEREBY CERTIFY that the foregoing Resolution No. 23- __ was duly adopted by the City Council of the City of Goleta at a regular meeting held on the ___ day of _____, 2023 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

(SEAL)

DEBORAH LOPEZ
CITY CLERK

Exhibit 1 – Development Plans

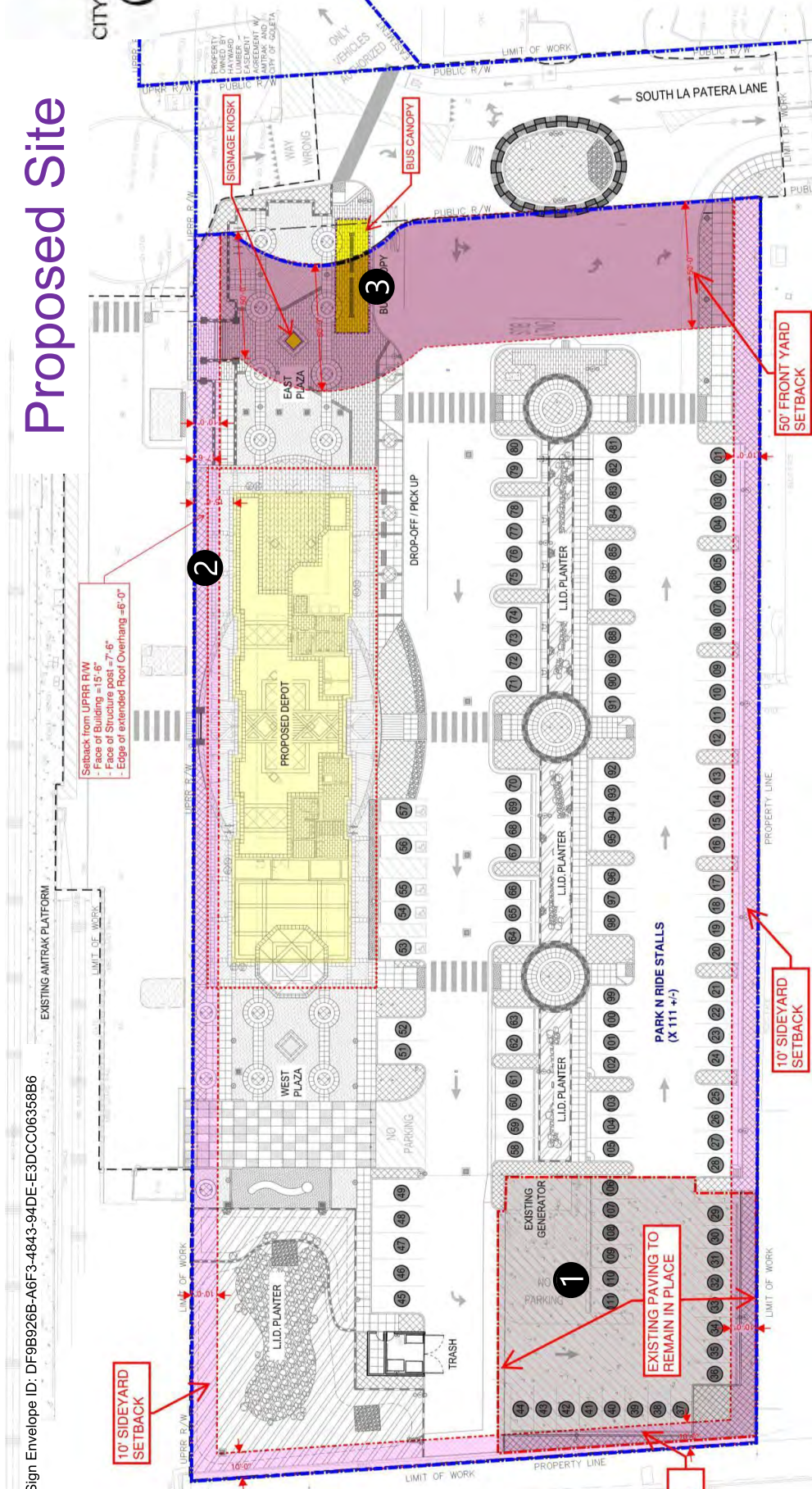


DocuSign Envelope ID: DF9B926B-A6F3-4843-94DE-E3DCC06358B6

Existing Site

Proposed Site

DocuSign Envelope ID: DF9B926B-A6F3-4843-94DE-E3DCC06358B6



REQUESTS FOR DEVIATION:

- 1 AREA OF EXISTING PAVING TO REMAIN - DEVIATION TO TREE RATIO TO ALLOW FEWER THAN 1:4 TREES PER PARKING SPACE
- 2 SETBACK FROM UPRR R/W - 10' SIDEYARD SETBACK FOR BUILDING (17.09.030). PROPOSED BUILDING IS SETBACK 15'-3" OR MORE FROM THE UPRR R/W. REQUEST ALLOW THE OUTDOOR ARCADE COLUMNS TO ENCROACH 3'-0" / 7'-0" CLEAR FROM UPRR R/W AND ROOF OVERHANG IS 5'-6" CLEAR.
- 3 50' FRONT YARD SETBACK: ALLOW PROPOSED BUS CANOPY AT THE BUS STOP AND SIGN KIOSK PLACED WITHIN THIS SETBACK.

LEGEND:

SYMBOL	COMMON NAME
	COBBLE MK (BIO-RETENTION)
	BOULDER (REFER TO BOLLER SCHEDULES)
	EXISTING GROUND COVER AND IRRIGATION (PROTECT IN PLACE)
	MISCELLANEOUS
	ROOT CONTROL BARRIER, SEE L1007
	DECORATED GRANITE, SEE SMUAR
	PROTECTION REFER TO CIVIL DRAWINGS FOR BIO-RETENTION CONSTRUCTION REQUIREMENTS

TREE LEGEND (SEE L800 FOR COMPLETE LEGEND):

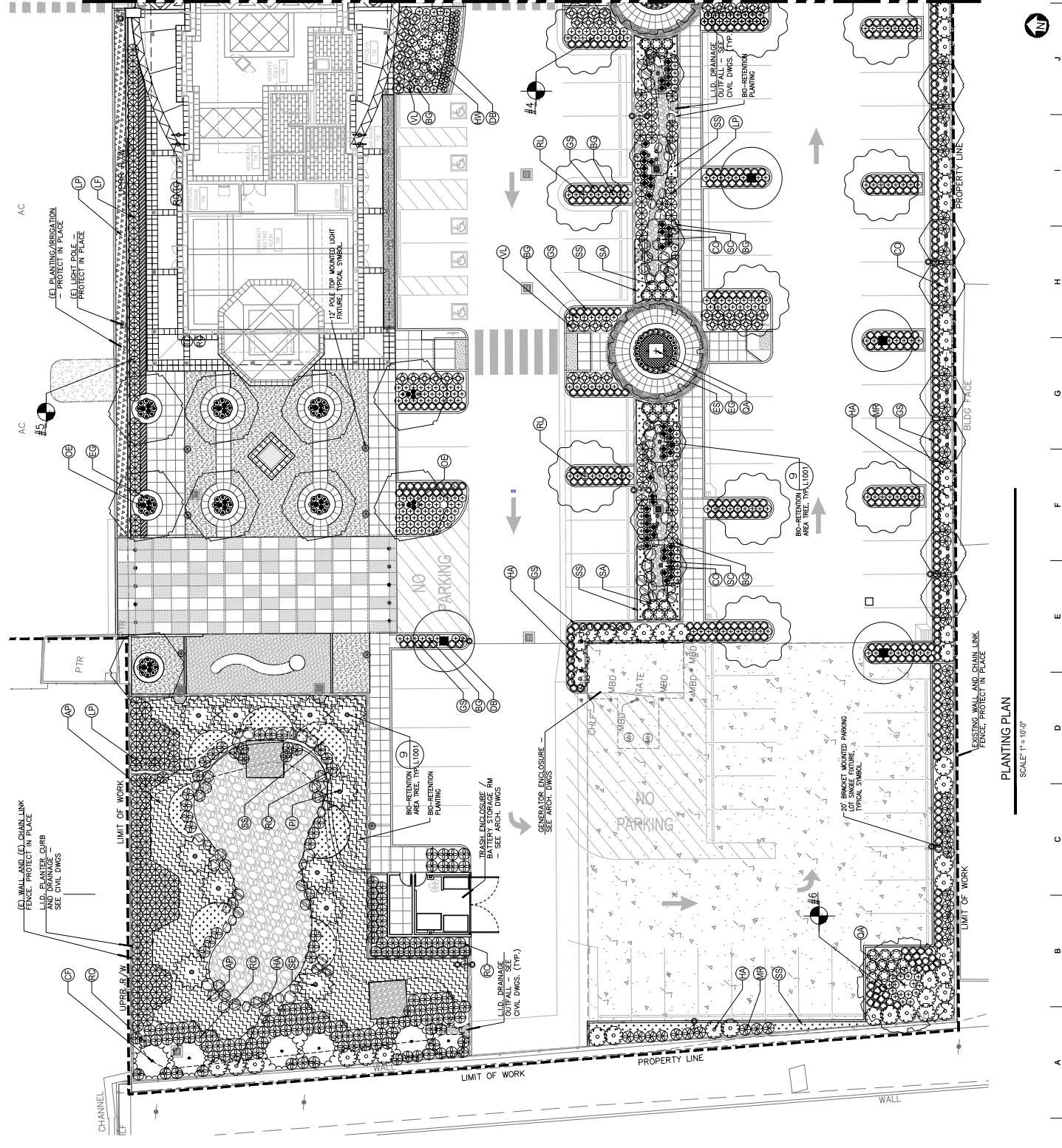
SYMBOL	BOTANICAL NAME
	CO <i>Cercis occidentalis</i>
	OE <i>Olea europaea - Fruticosa</i>
	CF <i>Cupressus forbesii</i>
	PI <i>Pinus sabinna</i>
	QA <i>Quercus agrifolia</i>
	RL <i>Rhus laevis</i>
	SE <i>Senecio sibiricus 'Apostrophe'</i>
	KB <i>Koeleria bipinnata</i>
	LC <i>Lophanthemum confertus</i>

NOTES

- REFER TO SHEET 800 FOR PLANTING NOTES AND LEGENDS.
- REFER TO SHEET 1001 FOR TYPICAL PLANTING DETAILS.
- CONTRACTOR TO PROTECT AND PRESERVE IN PLACE ALL EXISTING TREES AND PLANTS TO REMAIN. ALL PLANTS SHALL BE RESET BY A LICENSED LAND SURVEYOR AND THE APPROPRIATE CORNER RECORD MUST BE FILED WITH THE COUNTY CLERK'S OFFICE.
- DO NOT INSTALL PLANT SPECIES TALLER THAN 24 INCHES AT THE TIME OF PLANTING.
- REFER TO CIVIL DRAWINGS FOR GULCH CONNECTION FOR TREE SUB DRAINAGE TIE-INS.

SOIL TESTING

- SEE SPECIFICATIONS.
- CONDUCT ON-SITE SOIL TESTS AT LOCATIONS SHOWN ON DRAWINGS WITH THIS SYMBOL:
- CONDUCT 2 TESTS PER LOCATION:
 - SAMPLE TAKEN FROM FINISH GRADE SURFACE
 - SAMPLE TAKEN FROM AT 18" SOIL DEPTH
- FOR IMPORTED SOIL CONDUCT 2 (TWO) TESTS PER SOURCE.



PLANTING PLAN
 SCALE 1" = 10'-0"

Legend

SYMBOL

COMMON NAME

COBBLE MK (BIO-RETENTION)

BOULDER (REFER TO BOLLER SCHEDULES)

EXISTING GROUND COVER AND IRRIGATION (PROTECT IN PLACE)

MISCELLANEOUS

ROOT CONTROL BARRIER, SEE L1007

DECORATED GRANITE, SEE SMUAR

PROTECTION REFER TO CIVIL DRAWINGS FOR BIO-RETENTION CONSTRUCTION REQUIREMENTS

TREE LEGEND (SEE L800 FOR COMPLETE LEGEND):

SYMBOL

BOTANICAL NAME

CO Cercis occidentalis

OE Olea europaea - Fruticosa

CF Cupressus forbesii

PI Pinus sabinna

QA Quercus agrifolia

RL Rhus laevis

SE Senecio sibiricus 'Apostrophe'

KB Koeleria bipinnata

LC Lophanthemum confertus

NOTES

- REFER TO SHEET 800 FOR PLANTING NOTES AND LEGENDS.
- REFER TO SHEET 1001 FOR TYPICAL PLANTING DETAILS.
- CONTRACTOR TO PROTECT AND PRESERVE IN PLACE ALL EXISTING TREES AND PLANTS TO REMAIN. ALL PLANTS SHALL BE RESET BY A LICENSED LAND SURVEYOR AND THE APPROPRIATE CORNER RECORD MUST BE FILED WITH THE COUNTY CLERK'S OFFICE.
- DO NOT INSTALL PLANT SPECIES TALLER THAN 24 INCHES AT THE TIME OF PLANTING.
- REFER TO CIVIL DRAWINGS FOR GULCH CONNECTION FOR TREE SUB DRAINAGE TIE-INS.

SOIL TESTING

- SEE SPECIFICATIONS.
- CONDUCT ON-SITE SOIL TESTS AT LOCATIONS SHOWN ON DRAWINGS WITH THIS SYMBOL:
- CONDUCT 2 TESTS PER LOCATION:
 - SAMPLE TAKEN FROM FINISH GRADE SURFACE
 - SAMPLE TAKEN FROM AT 18" SOIL DEPTH
- FOR IMPORTED SOIL CONDUCT 2 (TWO) TESTS PER SOURCE.

Scale

1" = 10'-0"

North Arrow

Legend

SYMBOL

COMMON NAME

COBBLE MK (BIO-RETENTION)

BOULDER (REFER TO BOLLER SCHEDULES)

EXISTING GROUND COVER AND IRRIGATION (PROTECT IN PLACE)

MISCELLANEOUS

ROOT CONTROL BARRIER, SEE L1007

DECORATED GRANITE, SEE SMUAR

PROTECTION REFER TO CIVIL DRAWINGS FOR BIO-RETENTION CONSTRUCTION REQUIREMENTS

TREE LEGEND (SEE L800 FOR COMPLETE LEGEND):

SYMBOL

BOTANICAL NAME

CO Cercis occidentalis

OE Olea europaea - Fruticosa

CF Cupressus forbesii

PI Pinus sabinna

QA Quercus agrifolia

RL Rhus laevis

SE Senecio sibiricus 'Apostrophe'

KB Koeleria bipinnata

LC Lophanthemum confertus

NOTES

- REFER TO SHEET 800 FOR PLANTING NOTES AND LEGENDS.
- REFER TO SHEET 1001 FOR TYPICAL PLANTING DETAILS.
- CONTRACTOR TO PROTECT AND PRESERVE IN PLACE ALL EXISTING TREES AND PLANTS TO REMAIN. ALL PLANTS SHALL BE RESET BY A LICENSED LAND SURVEYOR AND THE APPROPRIATE CORNER RECORD MUST BE FILED WITH THE COUNTY CLERK'S OFFICE.
- DO NOT INSTALL PLANT SPECIES TALLER THAN 24 INCHES AT THE TIME OF PLANTING.
- REFER TO CIVIL DRAWINGS FOR GULCH CONNECTION FOR TREE SUB DRAINAGE TIE-INS.

SOIL TESTING

- SEE SPECIFICATIONS.
- CONDUCT ON-SITE SOIL TESTS AT LOCATIONS SHOWN ON DRAWINGS WITH THIS SYMBOL:
- CONDUCT 2 TESTS PER LOCATION:
 - SAMPLE TAKEN FROM FINISH GRADE SURFACE
 - SAMPLE TAKEN FROM AT 18" SOIL DEPTH
- FOR IMPORTED SOIL CONDUCT 2 (TWO) TESTS PER SOURCE.

Scale

1" = 10'-0"

North Arrow

LEGEND:

SYMBOL	COMMON NAME
[Symbol]	COBBLE W/ (BO-RETENTION)
[Symbol]	ROULDER (REFER TO BOLLER SYMBOLS) (PROTECT IN PLACE)
[Symbol]	EXISTING GROUND COVER AND IRRIGATION (PROTECT IN PLACE)
[Symbol]	MECLANDSCAPE
[Symbol]	ROOT CONTROL BARRIER, SEE L1001
[Symbol]	DECOMPOSED GRANITE, SEE S1001
[Symbol]	REFER TO CIVIL DRAWINGS FOR BUREAU OF CALIFORNIA CONSTRUCTION REQUIREMENTS

TREE LEGEND (SEE L800 FOR COMPLETE LEGEND):

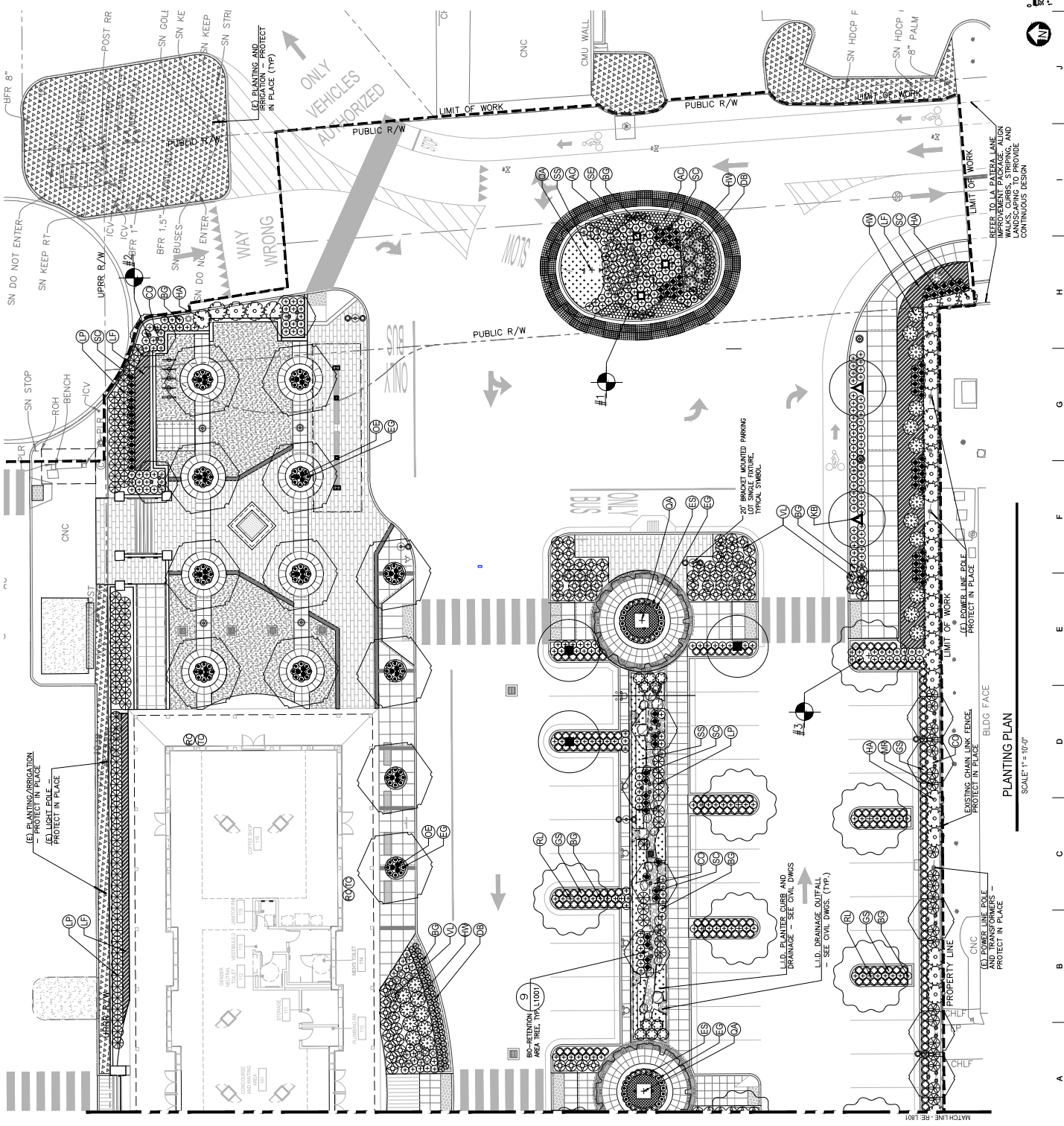
SYMBOL	BOTANICAL NAME
[Symbol]	CO Cercis occidentalis
[Symbol]	OE Olea europaea - Fruticosa
[Symbol]	CF Cupressus forbesii
[Symbol]	PI Pinus sabiniana
[Symbol]	QA Quercus agrifolia
[Symbol]	RL Rhus Lancea
[Symbol]	SE Sequoia sempervirens 'Apus Bar'
[Symbol]	KB Koeberlinia spinulosa
[Symbol]	LC Lophanthemum confertius

NOTES

- REFER TO SHEET 800 FOR PLANTING NOTES AND LEGENDS
- REFER TO SHEET 1001 FOR TYPICAL PLANTING DETAILS
- CONTRACTOR TO PROTECT AND PRESERVE IN PLACE ALL EXISTING PLANTING AND IRRIGATION. ALL PLANTING SHALL BE RESET BY A LICENSED LAND SURVEYOR AND THE APPROPRIATE CORNER RECORD MUST BE FILED WITH THE COUNTY CLERK'S OFFICE.
- DO NOT INSTALL PLANT SPECIES TALLER THAN 24 INCHES UNLESS SPECIFICALLY NOTED OTHERWISE.
- REFER TO CIVIL DRAWINGS FOR CLOSEST CONNECTION FOR TREE SUB DRAINAGE TIE-INS

SOIL TESTING

- SEE SPECIFICATIONS.
- CONDUCT ON-SITE SOIL TESTS AT LOCATIONS SHOWN ON DRAWINGS WITH THIS SYMBOL: [Symbol]
- CONDUCT 2 TESTS PER LOCATION:
 - SAMPLE TAKEN FROM FINISH GRADE SURFACE
 - SAMPLE TAKEN FROM AT 16" SOIL DEPTH
- FOR IMPORTED SOIL CONDUCT 2 (TWO) TESTS PER SOURCE.

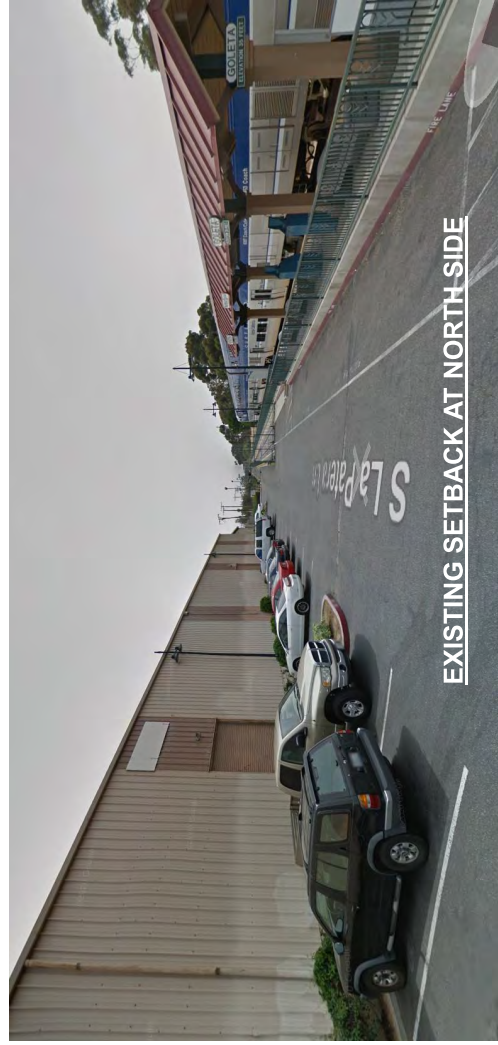


PLANTING PLAN
 SCALE 1" = 10'-0"

Request for Deviations



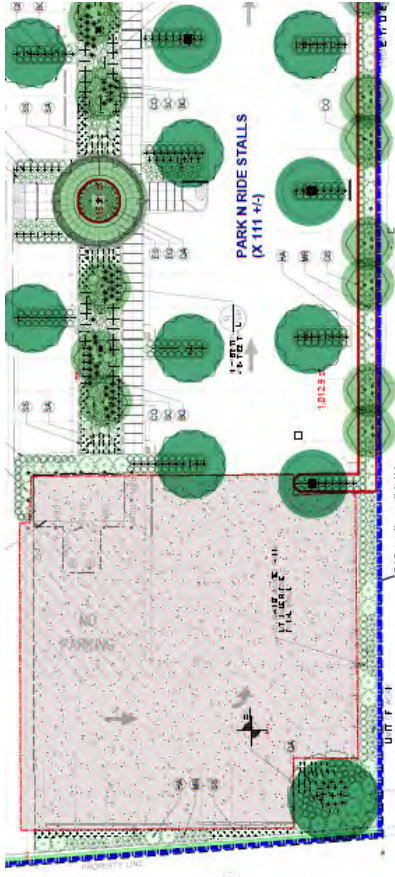
EXISTING PARKING AT SOUTH SIDE



EXISTING SETBACK AT NORTH SIDE

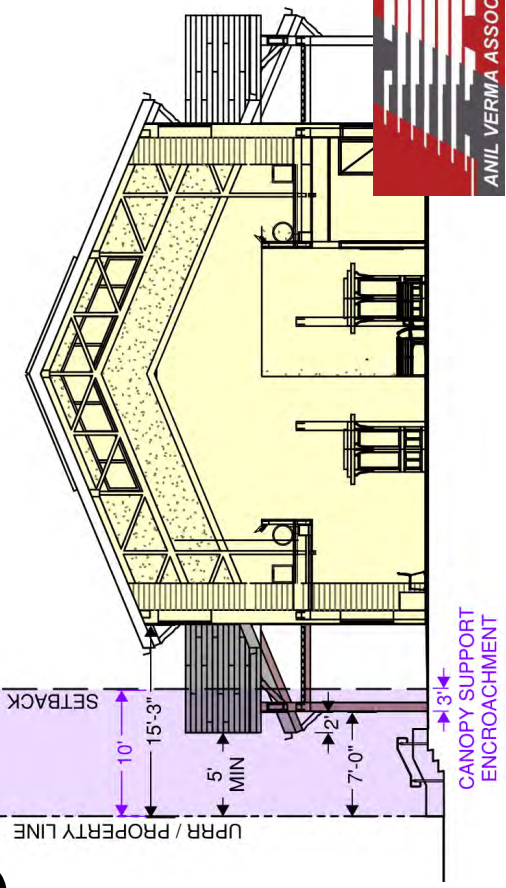
1

AREA OF EXISTING PAVING TO REMAIN - ALLOW FEWER THAN RATIO 1:4 TREES PER PARKING SPACE IN SW CORNER OF SITE WHERE EXISTING PAVING TO REMAIN

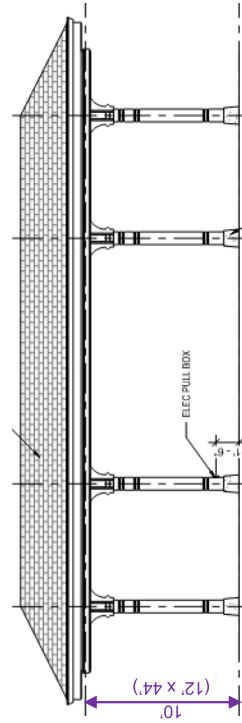
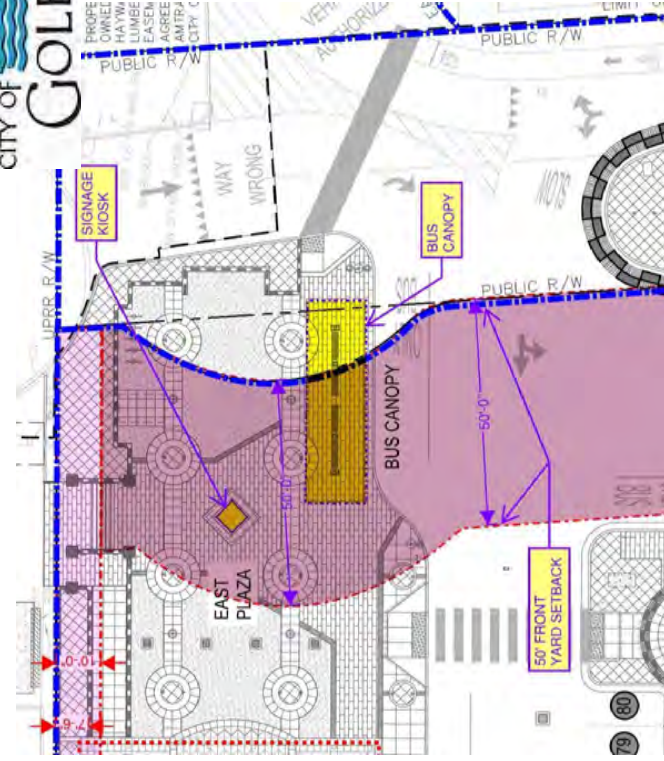


2

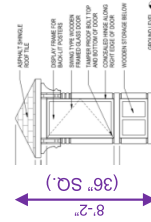
REQUESTS FOR DEVIATION: Building Canopy Encroachment
10' SETBACK ON NORTH SIDE



Request for Deviation: Front Setback

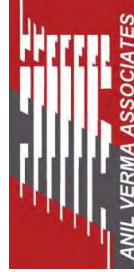


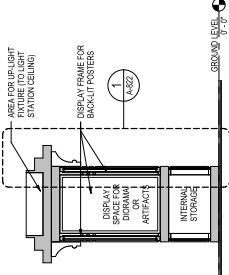
PROPOSED BUS CANOPY ELEVATION (Based Upon S. Pacific RR Historic Canopy)



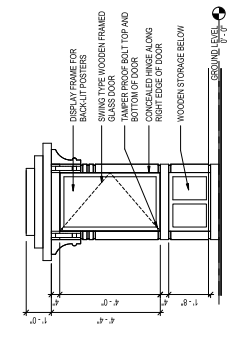
PROPOSED SIGNAGE KIOSK ELEVATION

REQUESTS FOR DEVIATION:
FRONT YARD SETBACK: 50-FT MIN. FOR BUILDINGS
DEPOT IS CLEAR OF PUBLIC RW SETBACK
BUS TURNAROUND CROSSES BETWEEN THE STREET AND THE DEPOT SITE; THE CANOPY AND SIGN KIOSK IS LOCATED WITHIN THE 50-FT SETBACK

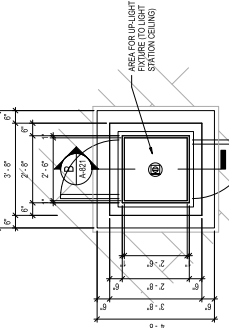




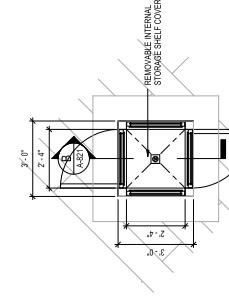
TYP INDOOR DISPLAY KIOSK SECTION
 SCALE: 1/2" = 1'-0"



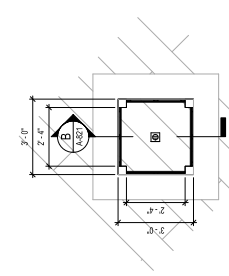
TYP INDOOR DISPLAY KIOSK ELEVATION
 SCALE: 1/2" = 1'-0"



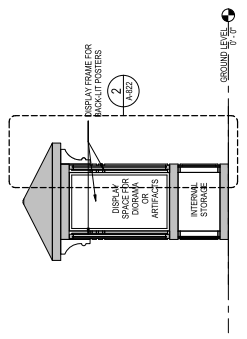
INTERIOR KIOSK - ROOF PLAN
 SCALE: 1/2" = 1'-0"



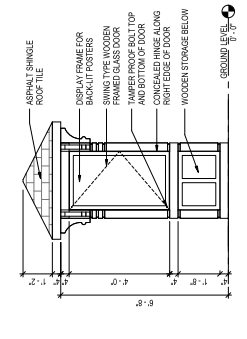
TYPICAL KIOSK - PLAN @ DISPLAY
 SCALE: 1/2" = 1'-0"



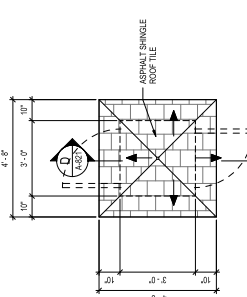
TYPICAL KIOSK - PLAN @ STORAGE
 SCALE: 1/2" = 1'-0"



TYP OUTDOOR DISPLAY KIOSK SECTION
 SCALE: 1/2" = 1'-0"



TYP OUTDOOR DISPLAY KIOSK ELEVATION
 SCALE: 1/2" = 1'-0"



EXTERIOR KIOSK 1 - ROOF PLAN
 SCALE: 1/2" = 1'-0"

- NOTES:**
- EXTERIOR KIOSK CABINET SHALL BE WEATHERPROOFED.
 - CABINET SHALL HAVE INTERIOR STORAGE SHELF.
 - CABINET SHALL HAVE TWO HINGED INTERIOR PANEL TO ACCESS STORAGE SHELF. PROVIDE NONHINGED SIDE OF PANEL WITH TAMPER PROOF BOLTS.
 - CABINET SHALL BE BY REMOVING BOLTS ALONG LEFT SIDE OF DOORS.
 - CABINET DOORS SHALL HAVE STAINLESS STEEL COUNTERSINK TAMPER PROOF STAR-HEAD BOLTS ON NONHINGED SIDE. INUIT TO BOLTS FROM BEING REMOVED.
 - PROVIDE 4 - CONCEALED HINGES ON RIGHT SIDE OF DOOR.
 - SHOW ALL DETAILS ON SHOP DRAWINGS.
 - PROVIDE ALUM Z BAR TO FACILITATE SLIDING REMOVAL OF ACRYLIC PANELS TO LAYOUT AND MOUNT POSTER INFORMATION.
 - ALL WOOD SHALL BE PAINTED.

100% SUBMITTAL - NOT FOR CONSTRUCTION



Underground Service Area
 CUR: 1-800-227-2600
 11/10/2022
NO STAKE OUT BEFORE YOU DRILL

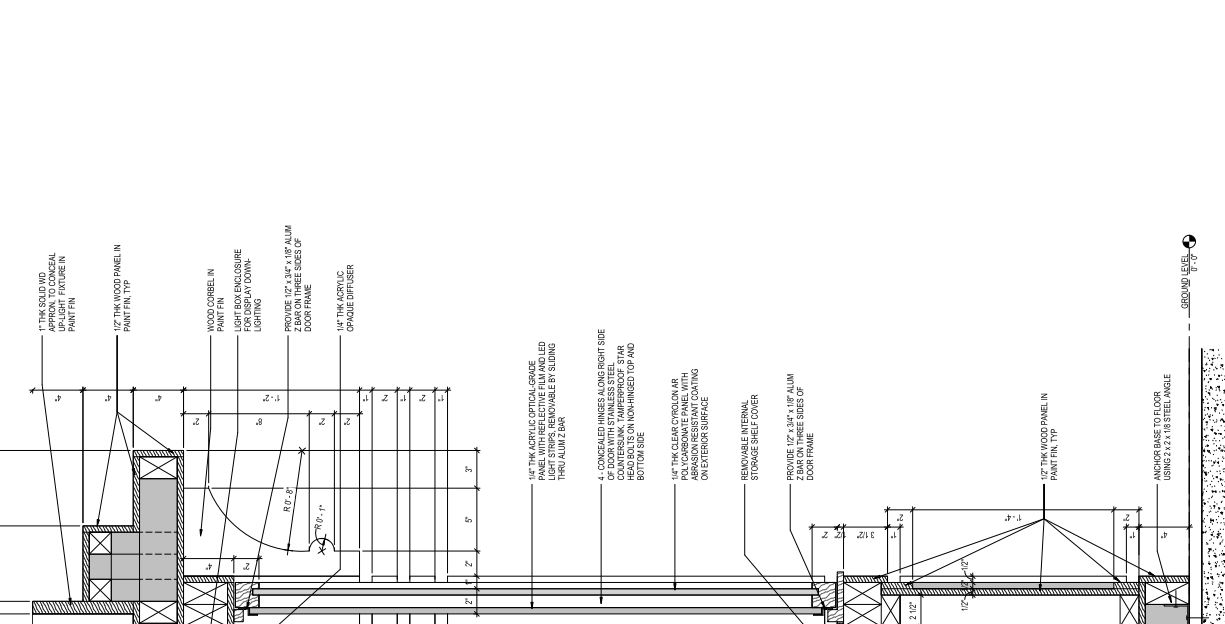
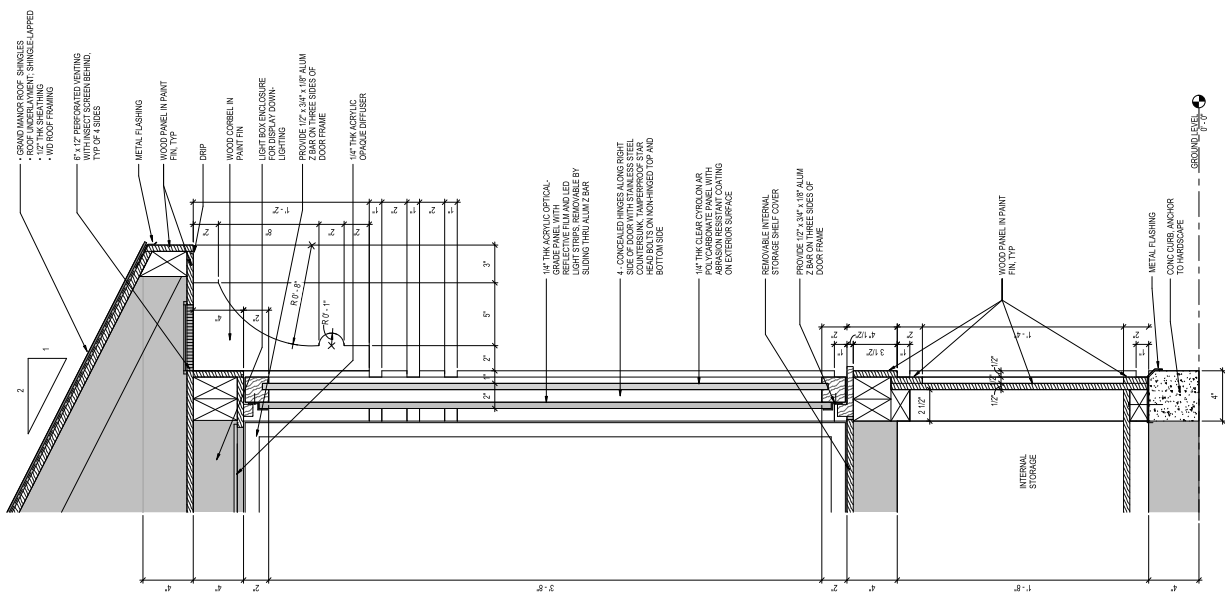
NO.	DESCRIPTION	DATE
1	100% COMPLETE SUBMITTAL	11/10/2022

CITY SUBMITTAL - 100% - 11-10-2022

100% SUBMITTAL - NOT FOR CONSTRUCTION



Underground Service Alert
 CALL 811
 227-2600
 No Excavation Without Proper Pre-Work



OUTDOOR DISPLAY KIOSK - WALL SECTION
 SCALE: 3/4" = 1'-0"
 2 A-822

INDOOR DISPLAY KIOSK - WALL SECTION
 SCALE: 3/4" = 1'-0"
 1 A-821

ATTACHMENT 2

Plans & Specifications – Goleta Train Depot Project

Plans & Specifications for the Goleta Train Depot Project

Due to the size of the files, the Plans and Specifications for Authorization to Advertise for Construction for the Goleta Train Depot Project can be found at the following website:

<http://www.cityofgoleta.org/your-city/neighborhood-services/goleta-train-depot-project/plans-and-specifications-for-authorization-to-advertise-for-construction>

ATTACHMENT 3

**Professional Services Agreement between
Kitchell/CEM, Inc. and the City of Goleta**

Project Name: Construction Management
for the Goleta Train Depot Project

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
KITCHELL/CEM, INC.**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this ____ day of _____, 20____, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **KITCHELL/CEM, INC.**, a California Corporation (herein referred to as "CONSULTANT").

SECTION A. RECITALS

1. The CITY has a need for professional Construction Management, Inspection and Material Testing services for the Goleta Train Depot Project; and
2. 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
3. The CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260.
4. The City Council, on this ____ day of _____, 20____, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

SECTION B. TERMS

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, Inspection and Material Testing Services in conjunction with the Goleta Train Depot Project. Services shall generally include serving as Resident Engineer, preparing and maintaining the master project schedule, provide project administration, conduct construction observations and inspections, manage change orders,

conduct progress meetings and perform materials testing, among other things, as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

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

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of **\$1,810,000** (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2026, 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 Exhibit B, if one is included as part of this agreement. 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 Jaime Valdez, Neighborhood Services Director. The 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, 2026, 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. Andy Goh, P.E., and Tully Wyatt, DBIA, LEED AP, are deemed to be specially experienced and are key members of CONSULTANT's firm and shall be directly involved in the performance of this work. These key persons shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

9. HOLD HARMLESS AND INDEMNITY

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

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

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

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

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

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

- a) Except for professional liability insurance, 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) Except for professional liability insurance, 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: Robert Nisbet, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO CONSULTANT: Attn: Randy Rominger, Regional Executive
Kitchell/CEM, Inc.
1304 Broad Street
San Luis Obispo, CA 93401

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.

CITY OF GOLETA

CONSULTANT

Robert Nisbet, City Manager

Donald Haase, CCM
President

ATTEST

Deborah Lopez, City Clerk

Maria Davila
Assistant Secretary

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:


4218AF313C014E2...
Scott Shapses, Deputy City Attorney

EXHIBIT A SCOPE OF WORK

1. Pre-Construction Phase Services

- a. **Design/Constructability Review:** Review the 100% Construction Documents (CD) project plans and specifications for completeness, constructability, biddability, potential errors or omissions, and coordination. The A/E will be responsible for uploading in an acceptable format. The document review shall be performed in a timely basis, and all comments shall be reviewed, compiled by the CMIT and conveyed to the A/E. Meet with the A/E to review and clarify the comments. Track the approval and final disposition of all comments.
- b. **Bid Proposal Review and Recommendations:** Assist the City in receiving and opening bids in accordance with Public Contract Code requirements. Evaluate the bid proposals for responsiveness, responsibility, and price and shall make recommendations to the City concerning the acceptance or rejection of bid proposals.
- c. **Pre-Construction Conference:** Conduct a pre-construction conference in accordance with the Contractor's General Conditions requirements and City requirements. Prepare and ensure timely distribution of minutes to the City, A/E, Contractor, and others as appropriate.
- d. **Pre-Construction Submittals:** Develop a list of pre-construction submittals and coordinate review of said submittals.
- e. **Master Project Schedule:** Prepare a Master Schedule that encompasses each component of the project using Critical Path Method techniques. The Master Schedule shall specify the proposed start and finish dates for all key agency approval, bidding, and other pre-construction activities. It shall also include all construction milestones and include City occupancy activities.
- f. **Master Project Budget:** Review, refine, or create a master project budget based on the work required for the project, together with costs of design, permitting, and other soft costs, and an appropriate contingency amount. Submit the master budget to the City for review and acceptance. Revise as directed by the City.
- g. **Pre-Bid Marketing/Outreach:** Conduct a telephone and correspondence campaign to attempt to increase interest among prospective bidders.
- h. **Logistics Plan:** Prepare and submit a project logistics plan to identify and resolve project logistical challenges such as ensuring uninterrupted activity to train operations, mitigating impact on the surrounding community, access/egress issues, noise mitigation measures, staging operations, and other logistical challenges.

- i. **General Bidding and Contract Requirements:** Assist the City in preparing specifications for General Bidding and Contract Requirements, commonly known as “front end documents” for the project.
- j. **Pre-Bid Conference:** In conjunction with the City and A/E, conduct a Pre-bid Conference. This conference shall be a forum for the City, CMIT and A/E to explain the project requirements to the bidders, including information concerning schedule requirements, time and cost control requirements, access requirements, the City’s administrative requirements and technical information. Prepare meeting minutes and include the minutes in an Addendum.
- k. **Quality Assurance Plan:** Develop a QA plan that defines QA processes and procedures including: inspections; materials testing & special inspections; preinstallation meetings; mock-ups; and, delivered materials verification against approved submittals.
- l. **Cost Estimate Review:** Perform a review of the A/E’s most recent cost estimate and issue an estimate review report.

2. Construction Phase Services

- a. **Communications:** Develop and implement a Communications Plan including communication protocols, progress reporting requirements, roles and responsibilities, and project procedures to establish clarity on how the City, A/E, Contractor and the CMIT interact as a team and administer and coordinate the work of the project Provide regular updates to the City.
- b. **Construction Schedule Management:** Review Contractor’s preliminary, baseline, updated, revised, and recovery schedules and shall verify that the schedule is prepared in accordance with the requirements of the Contract Documents. In the event of delays and upon approval of the City, the CMIT may require the Contractor to prepare and submit a recovery schedule demonstrating its proposed plan to make up a delay in scheduled progress and to ensure completion of the Contractor’s Work within the Contract Time.
- c. **Master Schedule and Budget Maintenance:** As necessary, but not less than monthly throughout the entire project, update or revise the Master Schedule and Master Budget and prepare and distribute Schedule and Budget Reports that compare actual progress with scheduled progress.
- d. **Monthly Schedule and As-Built Meetings:** Conduct monthly CPM schedule and as-built meetings with Contractor to review sufficiency of their CPM schedule update submittal and completeness of their as-built documents.
- e. **Requests for Information (RFI) Management:** Process, log, and track RFI information including receipt and response dates and ball-in-court status. Meet

with the Contractor at least weekly to prioritize the RFI Log to help mitigate delays due to delinquent RFI responses. Update the RFI Log weekly and distribute to project team members.

- f. **Coordination:** Coordinate tasks with the City, the A/E, and AMTRAK as required to mitigate potential cost, time, or quality impacts, and to plan necessary encroachment into AMTRAK and/or Union Pacific Railroad rights-of-way.
- g. **Change Order Management:** Review the contents of requests for changes to the contract time or price submitted by the Contractor, assemble information concerning the requests, endeavor to determine the cause of the requests, and make recommendations to the City with respect to response to the requests. CMIT's recommendations shall provide the justification for the change and the reasons for acceptance or rejection. Negotiate proposed changes with the Contractor in coordination with the City. Once change requests are negotiated, CMIT shall prepare and process Change Orders. Multiple requests may be grouped into single Change Orders issued periodically.
- h. **Weekly Construction Meetings:** Conduct weekly progress meetings at the project site with the Contractor, City, and A/E. Prepare and distribute agendas and minutes with action items to all attendees. Subject matter includes: coordination and implementation of design elements, identification and resolution of issues, schedule coordination and compliance, tracking and management of RFIs, submittals, change orders, payment applications, and general coordination of testing and inspections.
- i. **Progress Reports:** Generate and distribute monthly progress reports electronically and/or physically to summarize completed construction activities, report schedule and budget status, address current project issues with recommendations, and forecast future activities. Photographs showing project progress, applicable logs, and other pertinent information shall be included.
- j. **Issue Resolution:** Develop and implement a process and protocols for notification, coordination, and resolution of project issues identified during the course of the project.
- k. **Traffic Control Plans:** Evaluate and coordinate traffic control plans submitted by the Contractor in cooperation with the City.
- l. **Document Control System:** Establish, coordinate, and maintain a document control system for the project. The system shall provide for the control of all documents, records, reviews, writings, electronic media, and project photographs. This system shall be designed to ensure documents will not be lost, misfiled, or misplaced. Ensure that documents are filed in a timely manner, are secure, and may be retrieved quickly and easily. At project completion the project

documentation shall be organized and conveyed to the City in accordance with the City's file turnover and document archive requirements.

- m. Material Testing and Inspections:** CMIT's subconsultant shall provide special inspection and testing of all materials, such as but not limited to, steel strength, concrete strength, gravel gradations, soil compaction in accordance with the contract documents. The City will provide code compliance inspections through its consultant Willdan Group.
- n. Permits and Inspection Coordination:** Develop a permits plan to ensure permit requirements are met. Develop and implement an inspection request process in cooperation with the City and the A/E.
- o. Submittal Management:** Develop a register identifying the submittals required by the specifications. Cause the Contractor to develop a submittal schedule establishing a timeline for receipt of various submittals. Receive submittals, review them for conformance with the specifications, and distribute them to the appropriate party for review/approval.
- p. Progress Payments:** Review the payment applications submitted by Consultants, Contractors, and Vendors to determine whether the amount requested accurately reflects the progress of that party's work. Verify and monitor status of stop notices, labor dispute assessments, liquidated damages, withholds, and retention and adjust amounts payable accordingly. Based on the CMIT's observations and evaluations of each application for payment, recommend payment in the amounts due the respective Contractor, Consultants, and Vendors. CMIT's recommendation for payment shall constitute a representation to the City that, to the best of the CMIT's knowledge, information, and belief, the work of the Contractor, Consultant or Vendor has progressed to the level of completion indicated and that payment in the amount certified is due and owing under the applicable contract.
- q. Labor Compliance:** Perform labor compliance by verifying Contractor's submittal of certified payrolls in accordance with the contract documents and Department of Industrial Relations (DIR) regulations.
- r. SWPPP Compliance:** Monitor Contractor's implementation of best management practices (BMPs) to maintain the integrity of the adopted Stormwater Pollution Prevention Plan (SWPPP). Notify Contractor of observed deficiencies and managed corrective actions.
- s. Contractor's Safety Program:** Receive and file the safety program developed by the Contractor as required by the contract documents and monitor the Contractor's compliance.

- t. **Assessment of Quantities:** Review and approve quantities submitted with monthly progress payment requests, negotiate differences over amount, and process payments through the City.
- u. **Utility Coordination:** In cooperation with the City and utility companies, develop and implement a utility connection plan to identify schedules and requirements for relocation and/or connection of the utilities serving the project.
- v. **Construction Staking:** Cause the Contractor to submit documentation of its construction staking certified by a professional land surveyor. Review construction staking submittals for compliance with the contract documents.
- w. **Photo/Video Documentation:** Take multiple photos/videos of the project prior to the Contractor's mobilization on the site. Annotate location of photo on a site plan. Upload images and plan to a shared cloud-based storage device. Repeat process at least weekly during construction operations.
- x. **Construction Observation:** Monitor contractor's daily activities to ensure compliance with contract documents. Provide daily field observation reports.
- y. **Environmental, Archeological, and Native American Monitoring & Compliance:** CMIT's subconsultant shall provide a scope of services necessary for oversight and compliance with the Mitigation and Monitoring Plan prepared by Rincon (Attachment D to the CMIT RFP).
- z. **Community Outreach:** Assist City Staff in community outreach events as requested.

3. Post-Construction Phase Services

- a. **Substantial Completion/Punchlist:** In consultation with the A/E, provide recommendation to the City for City's approval as to when the project and Contractor's work are substantially complete. In consultation with the A/E, compile a punchlist of deficient work that does not conform to the contract documents prepared by the A/E. This list shall be attached to the Certificate of Substantial Completion. Monitor Contractor's correction of punchlist items and coordinate A/E's acceptance of corrections.
- b. **As-built Drawings and Specifications:** Coordinate submittal of information from the Contractor for record as-built drawings and specification preparation, coordinate review the record as-built drawings and specifications by the A/E, and coordinate transmittal of the record as-built drawings and specifications to the City.
- c. **Project Closeout:** At the conclusion of the project, prepare final project accounting and coordinate closeout activities. Ensure the following are obtained,

completed, and/or delivered to the City prior to recommending final payment and release of retention to the Contactor: Certificate of Substantial Completion; Punchlist; Start-up/commissioning; Training; Certificate of occupancy; and Final approval (Regulatory Agency, special inspections, code inspections). Obtain and coordinate appropriate review of the: Project Record Drawings and Specifications "As-Builts"; Guaranties and warranties; Spare Parts/ extra stock; Operating and maintenance manuals; and Keying schedule/keys/security cards.

- d. **Final Completion:** In consultation with the A/E, provide recommendation to the City for City's approval as to when the project and the Contractor's work is finally completed. Issue a Certificate of Final Completion, obtain lien releases from all contractors on the project, and provide to the City a written recommendation regarding final payment to the Contractor.

EXHIBIT B SCHEDULE OF FEES

Kitchell's Hourly Rates

The below hourly rates are fully burdened with employee benefits, statutory requirements, overhead and profit. These hourly labor rates will be honored through June 30, 2026, and are subject to annual adjustments based on an agreed cost index for subsequent years.

Project Executive	\$246
Resident Engineer	\$232
Construction Manager / Asst. RE	\$196
Project Engineer	\$138
Document Control Manager	\$103
Engineering/Architecture Department Manager	\$238
Senior Architect/Engineer	\$194
Architect/Engineer	\$184
Commissioning Engineer	\$184
BIM Manager	\$200
BIM Engineer	\$152
CAD Technician	\$130
Engineering/Architecture Department Admin Support	\$103
Estimating Department Manager	\$226
Senior Estimator	\$188
Estimator	\$162
Scheduling Department Manager	\$188
Scheduler	\$162

Subconsultant hourly rate schedules are included within their respective cost proposals, attached.

Goleta Train Depot CMIT Services Kitchell's Cost Proposal Detail

Task Descriptions	Position / Hourly Rate / Hours								Subconsultants/ Expenses	Totals
	PX	RE	CM	PE	Sr. A/E	Sr. Est	Sr. Sched	Est. Mgr.		
	\$246	\$232	\$196	\$138	\$194	\$188	\$188	\$226		

1 – Pre-Construction Services - Approx. 5 Months

a. Design/Constructability Review	1	2	60		80					\$27,990
b. Bid Proposal Review and Recommendations	1	1	16			4				\$4,366
c. Pre-Construction Conference	2	2	8	8						\$3,628
d. Pre-Construction Submittals			12	4						\$2,904
e. Master Project Schedule	1	2	12	4			12			\$5,870
f. Master Project Budget	2	2	12	2		4				\$4,336
g. Pre-Bid Marketing/Outreach	1		8	40						\$7,334
h. Logistics Plan	1	2	20	12						\$6,286
i. General Bidding and Contract Requirements	4	2	40	8						\$10,392
j. Pre-Bid Conference	2	2	8	8						\$3,628
k. Quality Assurance Plan	1	2	40	12						\$10,206
l. Review A/E's Cost Estimate	2					40		4		\$8,916
Subtotals - Hours:	18	17	236	98	80	48	12	4		513
Subtotals - Fees:	\$4,428	\$3,944	\$46,256	\$13,524	\$15,520	\$9,024	\$2,256	\$904	\$0	\$95,856

2 – Construction Services - 3 Months Procurement, 18 Months Construction

a. Communications	54		288	115						\$85,602
b. Construction Schedule Management	36		230	115			150			\$98,006
c. Master Schedule and Budget Maintenance		36	115	58						\$38,896
d. Monthly Schedule and As-Built Meetings			58	29						\$15,370
e. Requests for Information (RFI) Management		18	58	288						\$55,288
f.g. Coordination	36		288	144						\$85,176
h. Change Order Management	36	18	288	144		80				\$104,392
i. Weekly Construction Meetings	36	18	288	144						\$89,352
j. Progress Reports			173	86						\$45,776
k. Issue Resolution	36	18	173	86						\$58,808
l. Traffic Control Plans	8	10	58	29						\$19,658
m. Document Control System			115	288						\$62,284
n. Material Testing and Special Inspections		18	58	144					\$207,815	\$243,231
o. Permits and Inspection Coordination			58	173						\$35,242
p. Submittal Management			86	230						\$48,596
q. Progress Payments	28	108	86	29						\$52,802
r. Labor Compliance			29	86						\$17,552
s. SWPPP Compliance			58	115						\$27,238
t. Contractor's Safety Program			58	29						\$15,370
u. Assessment of Quantities		36	58	29						\$23,722
v. Utility Coordination			58	29						\$15,370
w. Construction Staking		8	29	58						\$15,544
x. Photo/Video Documentation			29	144						\$25,556
y. Construction Observation			58	173						\$35,242
z.aa. Environmental Monitoring - Per RFP			29	86					\$273,038	\$290,590
z.aa. Environmental Monitoring - Delete Bird Nesting Monitoring									(\$7,163)	(\$7,163)
z.aa. Environmental Monitoring - Delete Bat Breeding Monitoring									(\$22,108)	(\$22,108)
bb. Community Outreach	18		54	29						\$19,014
Subtotals - Hours:	288	288	2,880	2,880	-	80	150	-		6,566
Subtotals - Fees:	\$70,848	\$66,816	\$564,480	\$397,440	\$0	\$15,040	\$28,200	\$0	\$451,582	\$1,594,406

3 – Post-Construction Phase Services - 2 Months

a. Substantial Completion/Punchlist	4	8	80	80						\$29,560
b. As-built Drawings and Specifications		4	20	80						\$15,888
c. Project Closeout		8	40	140						\$29,016
d. Final Completion	4	4	20	20						\$8,592
Subtotals - Hours:	8	24	160	320	-	-	-	-		512
Subtotals - Fees:	\$1,968	\$5,568	\$31,360	\$44,160	\$0	\$0	\$0	\$0	\$0	\$83,056

Reimbursable Expenses:

RE Travel (flight/lodging/car/meals)									\$24,000	\$24,000
Printing									\$2,000	\$2,000
Postage/Shipping									\$2,000	\$2,000
Copier/Scanner - By Contractor									\$0	\$0
Jobsite Office Trailer Lease - By Contractor									\$0	\$0
Mobilization/Set-Up - By Contractor									\$0	\$0
Demobilization/Tear-Down - By Contractor									\$0	\$0
Temporary Utilities - By Contractor									\$0	\$0
Internet Service - By Contractor									\$0	\$0
Office Janitorial - By Contractor									\$0	\$0
Office Furnishings - By Contractor									\$0	\$0
Office Supplies									\$6,000	\$6,000
Subtotals - Hours:	-	-	-	-	-	-	-	-	-	-
Subtotals - Fees:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$34,000	\$34,000
Totals - Hours	314	329	3,276	3,298	80	128	162	4	-	7,591
Basic Services Totals - Fees	\$77,244	\$76,328	\$642,096	\$455,124	\$15,520	\$24,064	\$30,456	\$904	\$485,582	\$1,807,318

Proposed Fees

Kitchell's proposed fees of \$1,807,318, includes \$451,582 for subconsultant services and \$34,000 for reimbursable expenses, broken down in detail by task and staff billing rates with estimated hours noted above. Subconsultant fees are identified within their respective tasks and include Kitchell's mark-up on their fees. Refer to the Below subconsultant fee proposals for further information regarding assumptions each firm used in deriving their fees.

RINCON CONSULTING COST PROPOSAL

Cost Estimate	
Task 1 Project Initiation and Project Management	\$26,438
Task 1.1 Project Kick-Off	\$2,071
Task 1.2 Project Management	\$24,367
Task 2 Nesting Bird Survey	\$6,822
Task 3 Bat Surveys	\$21,055
Task 3.1 Bat Habitat Assessment Survey (1)	\$4,597
Task 3.2 Nighttime Emergence Surveys (4)	\$13,064
Task 3.3 Bat Surveys Letter Report	\$3,394
Task 4 Archaeological Construction Monitoring	\$111,739
Task 4.1 Construction Monitoring Treatment Plan (Optional)	\$6,755
Task 4.2 WEAP Training (Optional)	\$2,007
Task 4.3 Archaeological and Native American Monitoring	\$95,762
Task 4.4 Archaeological Monitoring Letter Report	\$7,215
Task 5 SWPPP Compliance	\$93,982
Task 5.1 SWPPP Preparation	\$3,956
Task 5.2 QSD Inspections (4)	\$4,040
Task 5.3 QSP Inspections (21)	\$19,026
Task 5.4 Weekly Inspections (21*3)	\$48,006
Task 5.5 Qualifying Precipitation Event Inspection	\$12,906
Task 5.6 Annual Reports (3) and Notices of Termination	\$6,048
Total (with Optional Tasks)	\$260,036
Total (without Optional Tasks)	\$251,274

Rincon Consultants Standard Fee Schedule for Environmental Sciences and Planning Services	
Senior Principal	\$308
Principal	\$297
Director	\$297
Senior Supervisor II	\$282
Supervisor I	\$263
Senior Professional II	\$246
Senior Professional I	\$230
Professional IV	\$204
Professional III	\$189
Professional II	\$168
Professional I	\$150
Associate III	\$126
Associate II	\$113
Associate I	\$105
Field Technician	\$91
Data Solutions Architect	\$189
Senior GIS Specialist	\$181
GIS/CADD Specialist II	\$161
GIS/CADD Specialist I	\$145
Technical Editor	\$142
Project Accountant	\$121
Billing Specialist	\$103
Publishing Specialist	\$116
Clerical	\$103
* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$400.	

Earth Systems Cost & Rates

TASK	LABORATORY TESTS AND EQUIPMENT											TOTAL
	Max. D./ Opt. Moist.	Sand. Equiv.	Sieve / Grading	Conc./Mrt. Gt. Comp (5/ft)	Sp. Gr. Cores	HMA Binder CF	HMA Th. Max.	HMA Voids	HMA Coring Eqpt	HMA Charge	Trip Charge	
Pre-construction meeting												
Building pad - est. 5 days at 3/4 time										3	\$ 1,467.00	
Rough SG/bio-ret, sitework - est. 15 days at 1/2 time										5	\$ 6,510.00	
Utility trench backfill - est. 10 days at 1/2 time										15	\$ 12,685.00	
Fine SG/AB/bio-ret, sitework - est. 8 days at 1/2 time										10	\$ 8,925.00	
HMA paving on site - est. 2 days at full time										8	\$ 8,092.00	
Report Preparation/Project Management										2	\$ 4,566.00	
										4	\$ 3,150.00	
											\$ 47,928.00	

PERSONNEL	
Eng. OC/Princ. Prof.	\$230.00 \$175.00
Staff Prof.	\$150.00
PW Soil/ Conc. Tech	\$150.00
PW Bldg/ HMA Insp.	\$160.00
Non PW Insp.	\$115.00
Non PW Tech.	\$105.00
Admin DIR	\$90.00
Admin ECPR	\$90.00
Nuclear Gauge	\$10.00

RETE

TASK	LABORATORY TESTS AND EQUIPMENT											TOTAL
	Max. D./ Opt. Moist.	Sand. Equiv.	Sieve / Grading	Conc./Mrt. Gt. Comp (5/ft)	Sp. Gr. Cores	HMA Binder CF	HMA Th. Max.	HMA Voids	HMA Coring Eqpt	HMA Charge	Trip Charge	
Main Strux Mat Fdn - est. 4 rebar insp. at 1/2 time												
Main Strux Mat Fdn - est. 4 conc. plc. full time												
Sample Pick-Up/Del - est. 4 at 3 hrs. ea.										4	\$ 3,746.00	
Bus shelter rebar/concrete - est. 1 at 3/4 time										4	\$ 6,946.00	
Sample Pick-Up/Del - est. 1 at 3 hrs. ea.										1	\$ 1,304.00	
Trash/SW/Bio-Ret wall fnds rebar - est. 2 @ 1/2 time										2	\$ 434.00	
Trash/SW/Bio-Ret wall fnds conc. - est. 2 @ 1/2 time										2	\$ 1,518.00	
Sample Pick-Up/Del - est. 2 at 3 hrs. ea.										2	\$ 1,968.00	
Random sample SW Conc. - est. 4 at 1/2 time										4	\$ 868.00	
Sample Pick-Up/Del - est. 4 at 3 hrs. ea.										4	\$ 3,776.00	
Report Preparation/Project Management										4	\$ 1,736.00	
											\$ 12,600.00	
											\$ 25,292.00	

PERSONNEL	
Eng. OC/Princ. Prof.	\$230.00 \$175.00
Staff Prof.	\$150.00
PW Soil/ Conc. Tech	\$150.00
PW Bldg/ HMA Insp.	\$160.00
Non PW Insp.	\$115.00
Non PW Tech.	\$105.00
Admin DIR	\$90.00
Admin ECPR	\$90.00
Nuclear Gauge	\$10.00

STRUCTURAL MASONRY

TASK	LABORATORY TESTS AND EQUIPMENT											TOTAL
	Max. D./ Opt. Moist.	Sand. Equiv.	Sieve / Grading	Conc./Mrt. Gt. Comp (5/ft)	Sp. Gr. Cores	HMA Binder CF	HMA Th. Max.	HMA Voids	HMA Coring Eqpt	HMA Charge	Trip Charge	
Periodic - Trash/SW/Bio-Ret - est. 6 at 1/2 time												
Mortar compressive strength during inspections												
Grout compressive strength during inspections												
Sample Pick-Up/Del - est. 2 at 3 hrs. ea.										2	\$ 868.00	
Report Preparation/Project Management										2	\$ 705.00	
											\$ 9,445.00	

PERSONNEL	
Eng. OC/Princ. Prof.	\$230.00 \$175.00
Staff Prof.	\$150.00
PW Soil/ Conc. Tech	\$150.00
PW Bldg/ HMA Insp.	\$160.00
Non PW Insp.	\$115.00
Non PW Tech.	\$105.00
Admin DIR	\$90.00
Admin ECPR	\$90.00
Nuclear Gauge	\$10.00

ATTACHMENT 4

**Amendment No. 4 to Professional Design Services Agreement
2019-071 between the City of Goleta and COM3 Consultants, Inc.**

**AMENDMENT NO. 4
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
COM3 CONSULTING, INC.**

This **Amendment No. 4** to the Professional Design Services Agreement by and between the **City of Goleta**, a municipal corporation (“City”) and **COM3 CONSULTING, INC.** (“Consultant”) dated August 20, 2019 (“Agreement,” Agreement No. 2019-071) is made on this _____ day of December, 2023.

SECTION A. RECITALS

1. This Agreement is for the professional project management services for the Goleta Train Depot Project; and
2. This Agreement has been amended to extend the term, add additional tasks and compensation, and identify new hourly rates (Amendments No. 1, 2, and 3); and
3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$124,000; and
4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$134,000 for additional tasks; and
5. The Agreement currently provides in Section 6 for the termination of the Agreement on December 31, 2023; and
6. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2026; and
7. The Agreement currently provides in Exhibit A-1 entitled “Scope of Work” the complete and particular description of services; and
8. The parties desire to amend Exhibit A-1 by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit “A-2;” and
9. The Agreement currently provides in Exhibit B-1 entitled “Compensation” the hourly rates; and
10. The parties desire to amend Exhibit B-1 of the Agreement to identify the new hourly rates, attached as “Exhibit B-2”; and
11. The City Council approved this Amendment No. 4, on this _____ day of December, 2023.

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 \$134,000 and to read in its entirety:

- (a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of **\$258,000** (herein "not-to-exceed amount") and shall be earned as the work progresses.

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B-2," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2026, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional 30 months to read in its entirety:

The term of this Agreement is from the date first written above to June 30, 2026, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

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

Exhibit A-1 "Scope of Work" with **Exhibit A-2 "Scope of Work"** attached hereto and incorporated herein.

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

Exhibit B-1 “Compensation” with **Exhibit B-2 “Compensation”** attached hereto and incorporated herein.

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

In concurrence and witness whereof, this Amendment No. 4 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Robert Nisbet, City Manager

Gerald Comati, President

ATTEST:

Deborah Lopez, City Clerk

Gerald Comati, Chief Financial Officer

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:
Scott Shapses

Scott Shapses, Deputy City Attorney

EXHIBIT A-2 SCOPE OF WORK

Project Management Assistance for the Goleta Train Depot Project

Services Include the following, as Approved by City:

- a. Provide continuous interface with City staff regarding project.
- b. Schedule and attend project team meetings and prepare meeting agendas and action items and track action items, as needed.
- c. Provide management of technical consultants.
- d. As needed, coordinate with other agencies including SBCAG, Caltrans, AMTRAK, and UPRR.
- e. Prepare project status reports for City as requested.
- f. Prepare, review and comment on any agreements necessary for projects.
- g. Prepare project correspondence for City as requested.
- h. Provide technical review and comment on technical deliverables.
- i. Development/maintenance of project schedules.
- j. Track and monitor project costs.
- k. Track and monitor project funding.
- l. Assist City Staff in preparation of grant funding claims to SBCAG as requested.
- m. Assist in Presentations to City Council.
- n. Assist in community outreach strategy and efforts.
- o. Assist in securing CTC Construction Allocation.
- p. Provide project management during project bidding.
- q. Assist City in award of construction contract.
- r. Coordinate with Construction Management Team during construction phase.
- s. Provide project management oversight during construction.
- t. Attend weekly construction meetings and provide recommendations to City Staff.
- u. Assist CM Team with Project Closeout.

**EXHIBIT B-2
COMPENSATION**

Consultant Payment Rates		
Name	\$/Hour	Title
Gerald Comati	190	Principal

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

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") is made and entered into this 20th day of August, 2019, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **COM3 CONSULTING, INC.**, a California Corporation (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional project management services for the Goleta Train Depot 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 CONSULTANT was approved by Council on December 20, 2016 to be placed on a short list of pre-approved consultants for environmental planning services after review of a Request for Qualifications; and

WHEREAS, the CITY selected CONSULTANT for this AGREEMENT based on CONSULTANT'S qualifications and experience with the Santa Barbara County Association of Governments; and

WHEREAS, the City Council, on this 20th day of August, 2019, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional project management Services in conjunction with the Goleta Train Depot Project. Services shall generally include project management

assistance as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

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

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$71,800.00 (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, 2021, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

4. EXTRA SERVICES

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

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Vyto Adomaitis,

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

6. TERM, PROGRESS AND COMPLETION

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

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within 680 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. Gerald Comati is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

9. HOLD HARMLESS AND INDEMNITY

(a) Indemnification and Defense for Professional Service. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs

and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by CITY in direct proportion to the CONSULTANT's proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

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

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with

a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.

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

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

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

from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.

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

11. RELATIONSHIP OF CONSULTANT TO CITY

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

12. CORRECTIONS

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

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under

this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

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

16. WAIVER; REMEDIES CUMULATIVE

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

right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. NONDISCRIMINATION

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

22. TAXPAYER IDENTIFICATION NUMBER

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

23. NON-APPROPRIATION OF FUNDS

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of

CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

24. MODIFICATION OF AGREEMENT

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

25. USE OF THE TERM "CITY"

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

26. PERMITS AND LICENSES

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

27. CAPTIONS

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

28. AUTHORIZATION

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

29. ENTIRE AGREEMENT BETWEEN PARTIES

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

30. PARTIAL INVALIDITY

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

31. NOTICES

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

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


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

32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES


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

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

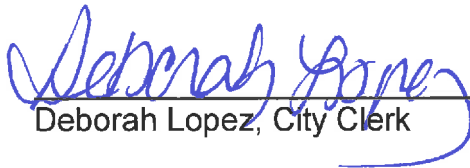
CITY OF GOLETA


Michelle Greene, City Manager

CONSULTANT


Gerald Comati, President

ATTEST


Deborah Lopez, City Clerk


Gerald Comati, Chief Financial Officer

APPROVED AS TO FORM


Winnie Cai, Assistant City Attorney

Exhibit A—Scope of Work

COM3 Consulting Goleta Train Depot Project Scope of Work for Fiscal Years 2019/2020 and 2020/2021

Project Management Assistance for the Goleta Train Depot Project Services may include the following, as approved by City:

- a) Provide continuous interface with City staff regarding project.
- b) Schedule and attend project team meetings and prepare meeting agendas and action items and track action items, as needed.
- c) Provide management of technical consultants.
- d) As needed, coordinate with other agencies including, but not limited to, Santa Barbara County Association of Governments (SBCAG), California State Transportation Agency (CalSTA), Amtrak, Union Pacific Rail Road (UPRR), Santa Barbara Airport, and the University of California Santa Barbara (UCSB).
- e) Prepare project status reports for City as requested.
- f) Prepare, review and comment on any agreements necessary for projects.
- g) Prepare project correspondence for City as requested.
- h) Provide technical review and comment on technical deliverables.
- i) Development/maintenance of project schedules.
- j) Track and monitor project costs.
- k) Track and monitor project funding.
- l) Assist City Staff in preparation of grant funding claims to SBCAG as requested.
- m) Assist in community outreach strategy and efforts.
- n) Attend public meetings as required.

Exhibit B—Schedule of Fees

COM3 Consulting Goleta Train Depot Project Schedule of Fees for Fiscal Years 2019/2020 and 2020/2021

CIP Projects	Hours	Labor Budget	Estimated Expenses	Total Budget
Goleta Train Depot	400	\$71,200	\$600	\$71,800
Total	400	\$71,200	\$600	\$71,800

COM3 Consulting - Labor Rates

Name				\$/Hr	Title
Gerald Comati				178	President
Various				50	Administrative Support

COM3 Consulting - Expenses

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

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

This **Amendment No. 1** to the Professional Design Services Agreement by and between the **City of Goleta**, a municipal corporation (“City”) and **COM3 CONSULTING** (“Consultant”) dated August 20, 2019 (“Agreement,” Agreement No. 2019-071) is made on this 24th day of June, 2021.

SECTION 1. RECITALS

A. This Agreement is for the professional project management services for the Goleta Train Depot Project; and

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

C. The parties desire to amend the Agreement so as to extend the termination of the Agreement to October 31, 2021; and

D. The City Manager approved this Amendment No. 1, on this 24th day of June, 2021.

AMENDED TERMS

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

- 1. Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional four (4) months to read in its entirety.

The term of this Agreement is from the date first written above to October 31, 2021, 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.

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

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

CITY OF GOLETA

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

CONSULTANT

DocuSigned by:
Gerald Comati
FC85D7FBB8914E5...
Gerald Comati, President

ATTEST:

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

DocuSigned by:
Gerald Comati
FC85D7FBB8914E5...
Gerald Comati, Chief Financial Officer

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

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

**AMENDMENT NO. 2
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
COM3 CONSULTING, INC.**

This **Amendment No. 2** to the Professional Design Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **COM3 CONSULTING, INC.** ("Consultant") dated August 20, 2019 ("Agreement," Agreement No. 2019-071) is made on this 19th day of October, 2021.

SECTION A. RECITALS

1. This Agreement is for the professional project management services for the Goleta Train Depot Project; and
2. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$71,800.00; and
3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$52,200 for additional tasks; and
4. The Agreement currently provides in Section 6 for the termination of the Agreement on October 31, 2021; 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 Agreement currently provides in Exhibit B entitled "Compensation" the hourly rates; and
9. The parties desire to amend Exhibit B of the Agreement to identify the new hourly rates, attached as "Exhibit B-1"; and
10. The City Council approved this Amendment No. 2, on this 19th day of October, 2021.

SECTION B. AMENDED TERMS

City of Goleta
Amendment No. 2 to Agreement No. 2019-071
Page 1 of 5

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 \$52,200 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 \$124,000.00 (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-1," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2023, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional 20 months 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. This Agreement is amended to delete and replace in its entirety:

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

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

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

CITY OF GOLETA

DocuSigned by:

Michelle Greene

DE7CE406308941A
Michelle Greene, City Manager

CONSULTANT

DocuSigned by:

Gerald Comati

FC65D7FBB8914E5
Gerald Comati, President

ATTEST:

DocuSigned by:

Deborah Lopez

A3E09E3473CA47E
Deborah Lopez, City Clerk

DocuSigned by:

Gerald Comati

FC65D7FBB8914E5
Gerald Comati, Chief Financial Officer

APPROVED AS TO FORM:

MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:

Winnie Cai

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Winnie Cai, Assistant City Attorney

EXHIBIT A-1

SCOPE OF WORK

COM3 Consulting Goleta Train Depot Project Scope of Work for Fiscal Years 2019/2020 through 2022/2023

Project Management Assistance for the Goleta Train Depot Project Services may include the following, as approved by City:

- a) Provide continuous interface with City staff regarding project.
- b) Schedule and attend project team meetings and prepare meeting agendas and action items and track action items, as needed.
- c) Provide management of technical consultants.
- d) As needed, coordinate with other agencies including, but not limited to, Santa Barbara County Association of Governments (SBCAG), California State Transportation Agency (CalSTA), Amtrak, Union Pacific Rail Road (UPRR), Santa Barbara Airport, and the University of California Santa Barbara (UCSB).
- e) Prepare project status reports for City as requested.
- f) Prepare, review and comment on any agreements necessary for projects.
- g) Prepare project correspondence for City as requested.
- h) Provide technical review and comment on technical deliverables.
- i) Development/maintenance of project schedules.
- j) Track and monitor project costs.
- k) Track and monitor project funding.
- l) Assist City Staff in preparation of grant funding claims to SBCAG as requested.
- m) Assist in community outreach strategy and efforts.
- n) Attend public meetings as required .
- o) Assist in Presentations to City Council.

EXHIBIT B-1**COMPENSATION**

COM3 Consulting Goleta Train Depot Project compensation (schedule of fees) for Fiscal Years 2019/2020 through 2022/2023

Project: Goleta Train Depot Project

Labor: Task	Name	Hourly Rate	Total Hours	Labor Cost		
				Original contract	Amendment No. 2	Total
		\$/hr	hrs	\$	\$	\$
Consultant Team Selection	Gerald Comati	178	400	71,200		\$71,200
	Gerald Comati	180	290		52,200	\$52,200
Total			690	\$71,200	\$52,200	\$123,400

Expenses:

Description	Comments	Original contract	Amendment No. 2	Total
1. Reproduction	Includes cost for all copying	\$200	\$0	\$200
2. Travel	Includes all cost related to travel. Car mileage reimbursement rate of 0.5 \$/mile.	\$200	\$0	\$200
3. Miscellaneous	Includes cost for miscellaneous expenses	\$200	\$0	\$200
Total - Expenses		\$600	\$0	\$600

Total Contract Budget	\$124,000
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Consultant Payment Rates		
Name	\$/Hr	Title
Gerald Comati	180	Principal
Debbie Talarico	110	Project Engineer

**AMENDMENT NO. 3
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
COM3 CONSULTING, INC.**

This **Amendment No. 3** to the Professional Design Services Agreement by and between the **City of Goleta**, a municipal corporation (“City”) and **COM3 CONSULTING, INC.** (“Consultant”) dated August 20, 2019 (“Agreement,” Agreement No. 2019-071) is made on this 22nd day of June, 2023.

SECTION A. RECITALS

1. This Agreement is for the professional project management services for the Goleta Train Depot Project; and
2. This Agreement has been amended on October 19, 2021 to add additional compensation, in the not to exceed amount of \$124,000, to extend the termination of the agreement to June 30, 2023, to add additional services in the Exhibit A, “Scope of Work”, and update hourly rates in Exhibit B, “Compensation”; and
3. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2023; and
4. The parties desire to amend the Agreement so as to extend the termination of the Agreement to December 31, 2023; and
5. The City Manager approved this Amendment No. 3, on this 22nd day of June, 2023.

SECTION B. AMENDED TERMS

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

For additional time:

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

The term of this Agreement is from the date first written above to December 31, 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. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect

In concurrence and witness whereof, this Amendment No. 3 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

DocuSigned by:
Robert Nisbet
1AEBCAD159E4D7...
Robert Nisbet, City Manager

CONSULTANT

DocuSigned by:
Gerald Comati
FC65D7FBB8914E5...
Gerald Comati, President

ATTEST:

DocuSigned by:
Deborah Lopez
A3E09E3473CA47E...
Deborah Lopez, City Clerk

DocuSigned by:
Gerald Comati
FC65D7FBB8914E5...
Gerald Comati, Chief Financial Officer

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:
[Signature]
2174FB311152455...
Scott Shapses, Deputy City Attorney