

TO: Mayor and Councilmembers

- **FROM:** Rosemarie Gaglione, Public Works Director
- **CONTACT:** Marti Milan, Principal Civil Engineer
- **SUBJECT:** Professional Design Services Agreement with Pavement Engineering Inc., for a Pavement Maintenance/Rehabilitation Project

RECOMMENDATION:

Authorize the City Manager to execute a Professional Design Services Agreement with Pavement Engineering Inc., to prepare plans, specifications and an engineer's estimate for a Fiscal Year (FY) 16-17 pavement maintenance project, slurry seal, in an amount not to exceed \$67,480.

BACKGROUND:

On November 4, 2014, Joe Ririe, Principal Engineer with Pavement Engineering Inc. (PEI), gave a presentation to Council regarding pavement ratings and preservation techniques as well as the overall pavement condition index (PCI) of the City's streets. In March of 2016, PEI provided a presentation to Council describing a proposed five year pavement management program strategy, which included multi-level PCI of 70 for arterials, 67 for collectors and 65 for residential streets. Council approved this approach. Council directed staff to move forward with the pavement rehabilitation program. PEI recently completed the design of the FY15/16 Pavement Rehabilitation Project – Overlay (FY 15/16 Overlay).

Staff recommends combining the FY 15/16 Pavement Rehabilitation Project with the FY 16/17 Pavement Rehabilitation Project. The combined projects will benefit the City by leveraging volume discounts, which will provide the City with the best unit price, maximum area rehabilitated, and less disruption to the public by reducing contractor mobilization. The project plans and specifications will be brought to Council for approval and authorization to bid at an upcoming meeting.

DISCUSSION:

PEI has extensive experience working with multiple Public Works Departments in both Santa Barbara and San Luis Obispo Counties. The firm specializes in pavement rehabilitation and maintenance. In 2014, PEI completed a comprehensive evaluation of the City's street system and design of the FY 15/16 Overlay. Because of PEI's

familiarity with local street conditions, they are uniquely situated to perform this design project. Therefore, staff requested a proposal from PEI for design of the FY 16-17 Pavement Rehabilitation Project. PEI submitted a proposal in the amount of \$67,480 for the preparation of plans, specifications and an Engineer's Estimate (PS&E) for the FY 16-17 Pavement Rehabilitation Project. PEI will assist in selecting project streets, proposing specific treatments based on various tests, measuring field quantities, preparing contract documents and estimates and providing bid support services. PEI will also combine the FY 15/16 and FY 16/17 Pavement Rehabilitation Project plans and specification into one complete construction document bid set.

Account	Fund Type	FY15-16 Budget Remaining Balance	FY16-17 Budget Recommended
101-5-5800-413	General Fund	\$536,666	\$1,090,810
201-5-5800-413	Gas Tax	\$235,000	\$704,095
205-5-5800-413	Measure A	\$522,309	\$215,000
Total		\$1,293,975	\$2,009,905

PEI is a qualified engineering firm that is capable of completing this project in the specified time frame. Staff recommends execution of a Professional Design Services Agreement with PEI for engineering design services for the FY 16-17 Pavement Rehabilitation Project in an amount not to exceed \$67,480.

GOLETA STRATEGIC PLAN:

Approval of the Professional Design Services Agreement with PEI, for a Pavement Rehabilitation Project is consistent with City-Wide Strategy 3, "Strengthen Infrastructure," as well as the Strategic Goal "City-wide infrastructure including roads and traffic circulation.

FISCAL IMPACTS:

The FY 15-16 Budget includes approximately \$1,293,975 and the FY 16-17 Budget includes approximately \$2,009,905 for the Pavement Rehabilitation Program in General Fund, Measure A and Gas Tax for a combined total amount of \$3,303,880.

Staff recommends that Council award a time and materials contract for design services to Pavement Engineering Inc. in an amount not to exceed \$67,480 through the General Fund.

The actual scope of pavement treatments and repairs may be modified based on detailed design costs or the actual bid costs to meet the available budget. If there is not sufficient budget to construct repairs on all of the streets designed for the project, some streets may be postponed to the following years for rehabilitation.

ALTERNATIVES:

Council could elect not to award the design services contract to PEI and direct staff to request other proposals from qualified firms. However, doing so would impact the timing of the project and could potentially postpone construction until the summer of 2017.

Legal Review By: 9 les

Tim W. Giles City Attorney

Approved By:

michell Greece Michelle Greene

City Manager

ATTACHMENT:

1. Agreement for Professional Design Services between the City of Goleta and Pavement Engineering Inc.

ATTACHMENT 1

Agreement for Professional Design Services between the City of Goleta and Pavement Engineering Inc.

AGREEMENT FOR PROFESSIONAL DESIGN SERVICES BETWEEN THE CITY OF GOLETA AND PAVEMENT ENGINEERING INC.

This **AGREEMENT FOR PROFESSIONAL DESIGN SERVICES** is made and entered into this 7th day of June, 2016, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **PAVEMENT ENGINEERING INC.**, (herein referred to as "CONSULTANT").

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

WHEREAS, CONSULTANT was recommended for award by the Public Works Director based on a Request for Proposal and their expertise and intimate knowledge of the condition of the City's streets; and

WHEREAS, CONSULTANT was selected for award of this AGREEMENT by City Council; and

WHEREAS, the City Council, on this 7th day of June, 2016, approved this AGREEMENT and authorized the City Manager to execute this AGREEMENT per the Goleta Municipal Code Section 3.05.240.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional design services in conjunction with the City's Pavement Rehabilitation and Maintenance Program. Services shall generally include preparation of design, testing and preparation of specifications for the City's 2016/1017 Pavement Maintenance Project, 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 "B".

3. <u>COMPENSATION AND PAYMENT</u>

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(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT SHALL NOT EXCEED the sum of \$67,480 (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 "C," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2017, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

4. EXTRA SERVICES

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

5. <u>CITY PROJECT MANAGER AND SERVICES BY CITY</u>

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 Marti Milan. 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

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The term of this AGREEMENT is from the date first written above to June 30, 2017, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by paragraph 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed according to the schedule of delivery of services attached as Exhibit "B."

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. Joe Ririe, Principal, is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT is not assignable by CONSULTANT without CITY's prior consent in writing.

9. HOLD HARMLESS AND INDEMNITY

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

Defense and Indemnity of Third Party Claims/Liability. CONSULTANT (b) shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single lawyer from representing both CITY and CONSULTANT, or should CITY otherwise find CONSULTANT's legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONSULTANT's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this AGREEMENT.

(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

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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 in the aggregate.
- b) Insurance Services Office form number CA 0001 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.

c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.

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 d) Professional Liability insurance on a policy form appropriate to CONSULTANTs profession. Limits shall be no less than \$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 exact equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37 with an edition date prior to 2004.
- b) CONSULTANT's insurance shall apply to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- f) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- g) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of

CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.

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

11. <u>RELATION OF THE PARTIES</u>

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

12. CORRECTIONS

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

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 20 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 consultant 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 consultant.

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. <u>CONFLICT OF INTEREST</u>

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. <u>GOVERNING LAW</u>

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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. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

22. NON-APPROPRIATION OF FUNDS

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

23. MODIFICATION OF AGREEMENT

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

24. USE OF THE TERM "CITY"

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

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25. PERMITS AND LICENSES

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

26. CAPTIONS

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

27. AUTHORIZATION

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

28. ENTIRE AGREEMENT BETWEEN PARTIES

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

29. PARTIAL INVALIDITY

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

30. NOTICES

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

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

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TO CONSULTANT:

Attention: Joe Ririe Pavement Engineering Inc. 3845 Sacramento Dr., Suite A San Luis Obispo, CA 93401-7156

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

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Joseph L. Ririe, P.E., Principal

ATTEST:

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Deborah Lopez, City Clerk

William Long, Chief Financial Officer

APPROVED AS TO FORM

Tim W. Giles, City Attorney

City of Goleta PW agreement with Pavement Engineering Inc. Page 10 of 14

Exhibit A Scope of Services

DESIGN OF THE FISCAL YEAR 2016-2017 PAVEMENT MAINTENANCE PROJECT(S)

Task 1 - Street Investigation / Engineering Review

- Meet with City staff to identify and visually evaluate streets and/or neighborhoods to include in project.
- Determine the appropriate treatment for each street and develop a preliminary budget for each street.

Task 2 - Measure Field Quantities

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- Walk each of the selected project streets to measure and record all pertinent field quantities.
- Measure and record physical elements of each selected project street. This shall include the following: the location of existing striping, pavement markers and paint markings; location of underground utility covers; limits of paving transitions, digouts, and other pavement repairs and the total area of pavement to be resurfaced.
- Note recommended concrete repairs or tree root damage and discuss with City staff to see if these repairs should be made during the pavement repairs.

Task 3 - Deflection Testing and Coring

- Perform deflection testing, coring and analysis on the project streets that are being considered for rehabilitation.
- Deflection analysis shall be performed in general accordance with California Test Method 356 (CTM 356) Deflection tests shall be at 100-foot maximum intervals in each lane (minimum 10 tests per lane).
- Coring shall be done at 500-foot maximum intervals over the street segment (minimum two cores per street segment). Core samples will determine the full structure section (AC&AB) A sample of the native soil will also be collected to determine the R-value.
- Traffic control shall be provided as needed.

City of Goleta PW agreement with Pavement Engineering Inc. Page 11 of 14 Task 4 - Prepare and Incorporate Construction Documents and Estimates

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- Compile all field quantities into individual Engineer's Estimates by street segment and provide a summary spreadsheet of the entire project. Meet with City staff and provide a 65% submittal for review.
- Provide draft technical specifications and details for typical sections, transitions, conforms, digouts and prepare additional pavement work. Meet with City staff and provide a 90% submittal for review. Incorporate any City comments and adjust the contract documents accordingly. Submit the final 100% submittal.

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Exhibit B Schedule of Delivery

DESIGN OF THE FISCAL YEAR 2016-2017 PAVEMENT MAINTENANCE PROJECT(S)

- 1. Task 1 Street Investigation / Engineering Review Three (3) weeks after receiving a Notice to Proceed.
- Task B.2, B.3, B.4 Measure Field Quantities, Deflection Testing and Coring, Prepare and Incorporate Construction Documents and Estimates – Six (6) weeks after Task 1 is completed.

City of Goleta PW agreement with Pavement Engineering Inc. Page 13 of 14

Exhibit C Schedule of Fees

Engineering & Landscape Architect Services Senior Principal Engineer Principal Engineer/Landscape Architect Senior Associate Engineer/Landscape Architect	. \$175/hr
Associate Engineer	\$150/hr
Technical Services Project & Construction Managers Senior Engineering Technician	. \$125/hr
Engineering Technician Inspector* CAD Drafting	. \$120/hr . \$125/hr
Clerical Field Services PW Dynaflect Operator*	\$ 35/hr
PW Assistant Dynaflect Operator* PW Dynaflect Operator Travel*	. \$140/hr . \$150/hr
PW Assistant Dynaflect Operator Travel* PW Coring Technician* PW Assistant Coring Technician*	. \$225/hr
PW Coring Technician Travel* PW Assistant Coring Technician Travel* * Two (2) hour minimum	. \$150/hr