



TO: Mayor and Councilmembers

FROM: Charles W. Ebeling, Public Works Director

CONTACT: Melissa Nelson, Environmental Manager

SUBJECT: Professional Services Agreement with Dudek for Stormwater and Watershed Technical Services

RECOMMENDATION:

Authorize the City Manager to execute a Professional Services Agreement with Dudek for Stormwater and Watershed Technical Services, with a contract authority not-to-exceed total of \$384,000 with a termination date of June 30, 2024.

BACKGROUND:

The Solid Waste and Environmental Services Division requested proposals from qualified firms to provide various stormwater and watershed technical services to the City, related to tasks required by the City's National Pollution Discharge Elimination System (NPDES) Municipal Sources 4 (MS4) Phase II Permit and the City's Creek and Watershed Management Plan (CWMP).

On April 1, 2022, the Solid Waste and Environmental Services Division issued four Requests for Proposals (RFPs) for various stormwater and watershed technical services.

RFP List (issued April 1, 2022 – proposals due April 29, 2022):

1. RFP2022-001 Baseline Stormwater Services
2. RFP2022-002 Creek and Watershed Management Services
3. RFP2022-003 Water Quality Sampling Services
4. RFP2022-004 Watershed Technical Services.

DISCUSSION:

On April 1, 2022, two Request for Proposals were advertised and issued on PlanetBids for a consultant to perform Baseline Stormwater Services and Creek and Watershed Management Services including:

RFP2022-001 Baseline Stormwater Services:

1. NPDES Municipal Sources 4 (MS4) Phase II Permit Requirements: General project and program management tasks related to maintaining compliance with the City's NPDES MS4 permit.
2. Prepare and Submit Reports: Prevention and Early Intervention Program (PEIP) and Post Construction Report by September 1 of each year to the City and by October 1 of each year to Stormwater Multiple Application and Report Tracking System (SMARTS).
3. Perform: Illicit Discharge Detection and Elimination (IDDE) investigations, annual rainy season 303(d) monitoring and dry weather sampling, Stormwater Pollution Prevention Plan (SWPPP) inspections, quarterly Best Management Practice (BMP) evaluations, annual inspections of all City facilities for hot spots, mail Notices of Violation (NOV), two On Land Visual Trash Assessments (OVTAs) per year, and required training for staff, contractors, and private developers. Maintain the City's Master Compliance tracker monthly with major annual updates and distribute monthly Our Water Our World (OWOW) flyers to three businesses in Goleta.

RFP2022-002 Creek and Watershed Management Services:

1. Creek and Watershed Project Management: General project and program management tasks related to the Creek and Watershed Management Plan (CWMP) implementation; and
2. Grant and Funding Pursuit: Identification of outside grants or funding opportunities related to stormwater, watershed protection, materials sustainability, trash pollution reduction, or items within the Environmental Services scope. Includes regimented updates to staff in a timely manner for pursuit, maintenance, and tracking. Grant pursuit including application preparation, submittal, and project management.

On the due date of April 29, 2022, one proposal was received from Dudek for Creek and Watershed Management Services and 4 proposals were received from the following firms for Baseline Stormwater Services:

1. Dudek
2. MNS Engineers
3. Willdan Engineering
4. Environmental Compliance Specialist LLC.

Public Works Staff evaluated the proposals from the four firms. Dudek was selected to provide the requested services based on their knowledge, expertise, and experience.

GOLETA STRATEGIC PLAN:

Watershed and Stormwater Management services are connected to Goleta's Creek and Watershed Management Plan, the result of collaboration with the local community to develop a comprehensive plan to protect the environmental health and sustainability of Goleta's creeks, beaches, watersheds, and habitats.

City-Wide Strategy: 1. Support Environmental Vitality

Strategic Goal: 1.3 Adopt best practices in sustainability

FISCAL IMPACTS:

There are sufficient funds in FY 22/23 Adopted Budget for the Watershed "General Support" and "Creek and Watershed Management Implementation." No additional appropriation is requested.

Stormwater and Watershed Technical Services, FY 22/23				
Fund Type	Account	Current Budget	YTD Actuals	Total Remaining Budget
211- Solid Waste & Env. Services	211-50-5900-51200	\$514,000	\$0	\$514,000
	Total	\$514,000	\$0	\$514,000

ALTERNATIVES:

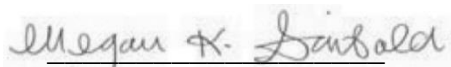
Other alternatives could be to delay the implementation of the Creek and Watershed Management Plan and/or not award a contract for Stormwater Management Services, which may have impacts on Goleta's watersheds as well as the potential for environmental non-compliance and environmental liability.

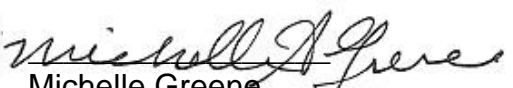
Reviewed By:

Legal Review By:

Approved By:


Kristine Schmidt
Assistant City Manager


Megan Garibaldi
City Attorney


Michelle Greene
City Manager

ATTACHMENTS:

1. Agreement for Professional Services Between the City of Goleta and Dudek for Stormwater and Watershed Management Services

ATTACHMENT 1

Agreement for Professional Services Between the City of Goleta and Dudek for
Stormwater and Watershed Management Services

Project Name: Stormwater and Watershed Management Services

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
DUDEK**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 6th day of September, 2022, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and DUDEK, a California Corporation (herein referred to as "CONSULTANT").

SECTION A. RECITALS

1. The CITY has a need for professional baseline stormwater, creek and watershed management services for Stormwater and Watershed Management Services; 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 6th day of September 2022, 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 Services in conjunction with Stormwater and Watershed Management Services shall generally include project

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

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$384,000 (herein "not to exceed amount"), for an authorized amount \$192,000 for Fiscal Year 2022/23, \$192,000 for Fiscal Year 2023/24 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, 2024, 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 in 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 Melissa Nelson. 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, 2024, 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 and payment for 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. Jane Gray is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for CONSULTANT's Damages. CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of

CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

(b) Defense and Indemnity of Third Party Claims/Liability.

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

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

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

- a) 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: Michelle Greene, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO CONSULTANT: Attention: Jane Gray,
Dudek
621 Chapala Street
Santa Barbara, CA 93101

With a copy to:

Dudek
605 3rd Street
Encinitas, CA 92024
Attn: Legal Dept.

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

CONSULTANT

Michelle Greene, City Manager


Joe Monaco, President/CEO

ATTEST

Deborah Lopez, City Clerk

Emily Hart, Assistant Secretary

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:


A4BF8F896161408...
Winnie Cai, Assistant City Attorney

EXHIBIT A Scope of Work

Consultant shall provide the following services:

STORMWATER MANAGEMENT SERVICES

Consultant shall perform the following key services:

1. Track and maintain compliance with the National Pollutant Discharge and Elimination System MS4 Phase II Permit (MS4 Permit) requirements and notify the City of program deadlines, milestones, and actions needed.
2. Update the City's Master Compliance tracker monthly (by the last day of each month), with major annual updates by January 31st of each year.
3. Submit the annual MS4 Compliance report to the City by September 1 of each year, and upload to SMARTS by October 1 of each year.
4. In coordination with the project team, prepare and submit the PEIP to the City by September 1 of each year and to SMARTS by October 1 of each year.
5. Perform illicit discharge investigations, prepare and mail letters and NOV's, and perform IDDE database updates.
6. Perform annual rainy season 303(d) monitoring, and dry weather sampling and analysis, and reporting.
7. Perform quarterly (by March 31st, June 30th, September 30th, and December 31st) SWPPP inspections of 1-2 City facilities.
8. Perform quarterly BMP evaluations of City staff tasks.
9. Perform 2 OVTA trash surveys per year of roughly 3-5 miles of City streets.
10. Perform annual inspections of all City facilities for hotspots.
11. Perform inspections and maintenance on City site stormwater control measures.
12. Project management and general as-needed program assistance.
13. Tasks will vary from day to day depending on what the City staff needs are in addressing programmatic elements, discrete tasks and other implementation items, inspections, etc. Implementation and effectiveness of these BMPs is tracked and documented in the City of Goleta Storm Water Management Plan Annual Report submitted to the Regional Water Quality Control Board.
14. Monthly (last day of each month) status reports/updates on scope, schedule, budget, estimate to completion, and target spend rate.

Consultant shall perform the following on an as-needed basis, as budget allows:

15. Assist with preparation and submittal of the Post Construction Report to the City by September 1 of each year and to SMARTS by October 1 of each year.
16. Develop and evaluate program metrics to gauge program effectiveness.
17. Ability to procure subcontractors and supplies as needed.
18. Provide required trainings to City staff, contractors, and private developers (BMPs, housekeeping, PCRs, Illicit Discharge Detection and Elimination).
19. Assistance with development/construction/post construction project requirements.
20. Assist with the development of the trash amendment implementation strategy.
21. Assist with development of GIS tools and content.

CREEK AND WATERSHED MANAGEMENT

Consultant shall perform the following key services as part of this scope:

1. Creek and Watershed Project Management: General project and program management tasks related to the Creek and Watershed Management Plan (CWMP) implementation (Task List, Exhibit D).
 - Scoping and cost estimates for each task/project (including funding considerations), with more detail for upcoming tasks.
 - Schedule development, including Capital Improvement Projects (CIPs) in collaboration with Goleta staff and other entities involved with CWMP development, considering existing funding, planned future funding, available grants, and staff resources. Use of City's preferred software for task and project management as requested.
2. Annual presentation to City Council in June, including materials preparation and process deadlines
3. Quarterly to semi-annual stakeholder meetings, by the last day of the quarter (March 31st, June 30th, September 30th, December 31st), meeting materials, and presentation materials.
4. Coordination of other meetings as needed, and preparation of meeting materials.
5. Development of CWMP Project Schedule within 3 months of contract award, with at least monthly maintenance thereafter.
6. Annual to semi-annual CWMP status reports by June 30th and/or December 31st.

7. Quarterly updates on grants and funding opportunities, recommendations for grant pursuit, and grant pursuit status (March 31st, June 30th, September 30th, December 31st). Opportunities related to stormwater, watershed protection, materials sustainability, trash pollution reduction, or items within Environmental Services scope shall be evaluated. Grants should include but not be limited to: RWQCB, SWRCB, CalRecycle, Caltrans, and:
 - <https://www.grants.ca.gov/>
 - Prop 1 Funding, particularly for previously identified projects (Exhibit B)
 - Appendix J of the Creek and Watershed Management Plan
8. Monthly (last day of each month) status reports/updates on scope, schedule, budget, estimate to completion, **and target spend rate.**
9. Administrative support: to assist with the scope herein and related projects. Administrative tasks include, but are not limited to conducting mailings, purchasing, procurement, creation of City Council meeting materials, budget tracking, invoice review, data input, data entry, and general common administrative tasks.

On an as-needed basis and as budget allows, consultant shall also perform the following:

10. Engage and build partnerships with non-profit organizations, and non-profit members of the former CWMP Technical advisory committee, as appropriate, to further goals and policies of CWMP.
11. Engage with other jurisdictions to better understand creek and watershed impacts and strategize regional solutions.
12. Ability to evaluate, procure, and direct future work of subcontractors.
13. Ability to procure materials or services from vendors.
14. Implementation of other tasks in the CWMP as directed and as budget allows.
15. Grant pursuit, including application preparation, submittal, and project management.

EXHIBIT B
Schedule of Fees

Description	Rate
Project Director Engineering	\$ 315.00
Principal Engineer III	\$ 285.00
Principal Engineer II	\$ 275.00
Principal Engineer I	\$ 265.00
Program Manager	\$ 255.00
Senior Project Manager/Engineering	\$ 255.00
Project Manager/Engineering	\$ 245.00
Senior Engineer III	\$ 240.00
Senior Engineer II	\$ 230.00
Senior Engineer I	\$ 220.00
Project Engineer IV/Technician IV	\$ 210.00
Project Engineer III/Technician III	\$ 200.00
Project Engineer II/Technician II	\$ 185.00
Project Engineer I/Technician I	\$ 165.00
Senior Designer I	\$ 185.00
Designer	\$ 175.00
Assistant Designer	\$ 170.00
CADD Operator III	\$ 165.00
CADD Operator II	\$ 155.00
CADD Operator I	\$ 140.00
CADD Drafter	\$ 125.00
CADD Technician	\$ 115.00
Project Coordinator	\$ 145.00
Engineering Assistant	\$ 120.00
Project Director/Environmental	\$ 265.00
Senior Specialist IV	\$ 235.00
Senior Specialist III	\$ 225.00
Senior Specialist II	\$ 210.00
Senior Specialist I	\$ 195.00
Specialist V	\$ 185.00

Description	Rate
Specialist IV	\$ 175.00
Specialist III	\$ 165.00
Specialist II	\$ 155.00
Specialist I	\$ 145.00
Analyst V	\$ 135.00
Analyst IV	\$ 120.00
Analyst III	\$ 110.00
Analyst II	\$ 100.00
Analyst I	\$ 90.00
Technician III	\$ 75.00
Technician II	\$ 65.00
Technician I	\$ 55.00
Application Developer II	\$ 195.00
Application Developer I	\$ 155.00
GIS Analyst V	\$ 205.00
GIS Analyst IV	\$ 165.00
GIS Analyst III	\$ 145.00
GIS Analyst II	\$ 130.00
GIS Analyst I	\$ 115.00
UAS Pilot	\$ 115.00
Survey Lead	\$ 185.00
Survey Manager	\$ 135.00
Survey Crew Chief	\$ 115.00
Survey Rod Person	\$ 95.00
Surveying Mapping Technician	\$ 95.00
Principal Manager	\$ 195.00
Senior Construction Manager	\$ 185.00
Senior Project Manager/Construction Mngm	\$ 175.00
Construction Manager	\$ 160.00
Project Manager/Construction Mngmt.	\$ 150.00
Resident Engineer	\$ 150.00
Construction Engineer	\$ 150.00
On-site Owner's Representative	\$ 140.00
Prevailing Wage Inspector	\$ 139.00
Construction Inspector	\$ 135.00
Administrator/Labor	\$ 100.00

Description	Rate
Compliance	
Project Director/Hydrogeology	\$ 315.00
Principal Hydrogeologist/Engineer II	\$ 285.00
Principal Hydrogeologist/Engineer I	\$ 265.00
Sr. Hydrogeologist V/Engineer V	\$ 250.00
Sr. Hydrogeologist IV/Engineer IV	\$ 240.00
Sr. Hydrogeologist III/Engineer III	\$ 230.00
Sr. Hydrogeologist II/Engineer II	\$ 220.00
Sr. Hydrogeologist I/Engineer I	\$ 210.00
Project Hydrogeologist V/Engineer V	\$ 195.00
Project Hydrogeologist IV/Engineer IV	\$ 185.00
Project Hydrogeologist III/Engineer III	\$ 175.00
Project Hydrogeologist II/Engineer II	\$ 165.00
Project Hydrogeologist I/Engineer I	\$ 155.00
Hydrogeologist/Engineering Assistant	\$ 120.00
District General Manager	\$ 210.00
District Engineer	\$ 205.00
Operations Manager	\$ 160.00
District Secretary/Accountant	\$ 135.00
Collections System Manager	\$ 135.00
Grade V Operator	\$ 125.00
Grade IV Operator	\$ 110.00
Grade III Operator	\$ 100.00
Grade II Operator	\$ 80.00
Grade I Operator	\$ 75.00
Operator in Training	\$ 75.00
Collection Maintenance Worker	\$ 75.00

Description	Rate
Creative Services IV	\$ 165.00
Creative Services III	\$ 150.00
Creative Services II	\$ 135.00
Creative Services I	\$ 120.00
Technical Editor IV	\$ 165.00
Technical Editor III	\$ 150.00
Technical Editor II	\$ 135.00
Technical Editor I	\$ 120.00
Publications Specialist IV	\$ 120.00
Publications Specialist III	\$ 110.00
Publications Specialist II	\$ 100.00
Publications Specialist I	\$ 90.00
Clerical Administration	\$ 90.00
Senior Designer II	\$ 190.00