



Agenda Item B.10
CONSENT CALENDAR
Meeting Date: June 19, 2018

TO: Mayor and Councilmembers

FROM: Charles W. Ebeling, Public Works Director

SUBJECT: Amendment No. 1 to Professional Design Services Agreement No. 2017-023 with Pavement Engineering Inc. (PEI) for the Fiscal Year 2017/2018 Pavement Maintenance/Rehabilitation Project

RECOMMENDATION:

Authorize the City Manager to execute Amendment No. 1 to Professional Design Services Agreement No. 2017-023 with Pavement Engineering Inc. (PEI), to extend the contract term to June 30, 2020 and modify the scope of work to include additional services for FY 2018/2019 Pavement Maintenance/Rehabilitation Project.

BACKGROUND:

On May 2, 2017 Council authorized the City Manager to execute a Professional Design Services Agreement with Pavement Engineering Inc. (PEI) in the amount not-to-exceed of \$195,225 to prepare plans, specifications and an engineer's estimate for the FY 2017/2018 Pavement Rehabilitation Projects. This agreement is due to expire June 30, 2018.

DISCUSSION:

PEI submitted a proposal in the amount of \$195,225 for the preparation of plans, specifications and Engineer's Estimate (PSE) focused on FY 2017/18 Pavement Rehabilitation Projects. The fee proposal was based on a projected eventual construction value of \$4.1M. It was acknowledged at the time of award of their contract that the final funding for the FY 2017/18 was uncertain. It ended up that the actual funding available was less than the projected \$4.1 M.

The construction value of the FY 2017/18 Pavement Rehabilitation Project - Cathedral Oaks Road, was designed for an estimated total project cost of \$2.065M.

The lower project cost, resulted in available authority in the PEI contract to design some, if not all of the FY 2018/19 Pavement Rehabilitation Projects(s). However, since the current PEI contract is scheduled to expire June 30, 2018, staff is recommending the contract be extended by two years to June 30, 2020, and to include a scope of work for professional design services for the next Pavement Maintenance areas identified in the Pavement Management Program (PMP) for the FY 2018/19 Pavement Rehabilitation Project.

FISCAL IMPACTS:

The contract amendment is for term extension through June 30, 2020 and to include additional services for the FY 2018/19 Pavement Maintenance Project(s) as set forth in Exhibit A-1 in the attached agreement. There is no change to the not-to-exceed amount of \$195,255 in the contract. There is sufficient budget to cover the costs associated with the agreement, and no additional appropriations are necessary.

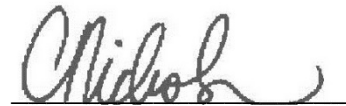
ALTERNATIVES:

Council could elect not to extend the term of the design services contract to PEI and direct staff to request new proposals from qualified firms. However, doing so would postpone Pavement Rehabilitation Program

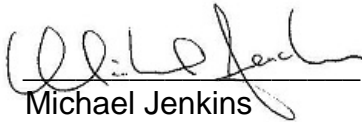
Reviewed By:

Legal Review By:

Approved By:



Carmen Nichols
Deputy City Manager



Michael Jenkins
City Attorney



Michelle Greene
City Manager

ATTACHMENT:

1. Agreement 2017-023 with Pavement Engineering Inc. (PEI)
2. Amendment No. 1 to Agreement 2017-023 with Pavement Engineering Inc.

ATTACHMENT 1

Agreement 2017-023 with Pavement Engineering Inc. (PEI)



Agreement No. 2017-023
City of Goleta, California

Project Name: Design of FY 17/18 Pavement Projects

**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 2nd day of May, 2017, 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 it is sufficiently experienced and capable of providing the services agreed to herein and is sufficiently familiar with the needs of the CITY; and

WHEREAS, CONSULTANT was recommended for award based on its 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 2nd day of May, 2017, approved this AGREEMENT and authorized the City Manager to execute this 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 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 2017/2018 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. 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 \$195,225 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, 2018, 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 advance. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Marti Milan, Principal Civil Engineer. 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, 2018, 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 for 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. CONSULTANT must not subcontract this AGREEMENT without CITY's prior consent in writing.

9. HOLD HARMLESS AND INDEMNITY

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

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

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

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$2,000,000 per occurrence and \$4,000,000 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.
- d) Professional Liability insurance on a policy form appropriate to CONSULTANT's 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. RELATION OF THE PARTIES

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

12. CORRECTIONS

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

13. TERMINATION BY CITY

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

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

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

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.

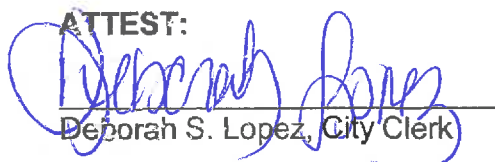
CITY OF GOLETA


Michelle Greene, City Manager

CONSULTANT

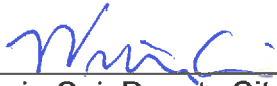

Joseph L. Ririe, P.E., Principal

ATTEST:


Deborah S. Lopez, City Clerk


William Long, Chief Financial Officer

APPROVED AS TO FORM



Winnie Cai, Deputy City Attorney

**Exhibit A
Scope of Work**

A. DESIGN OF THE FISCAL YEAR 2017-2018 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.
- Review slurry seal project prepared last year, but not constructed. Determine if slurry seal treatment will still be cost-effective.

Task 2 - Measure Field Quantities

- 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.
- Quantify any required changes to the previously prepared slurry seal project resulting from prolonged deterioration.

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 shall

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 by Consultant as needed.

Task 4 – ADA Ramp Design

- Consultant to review curb ramps associated with streets that trigger ramp upgrades.
- Consultant to field measure, estimate construction quantities, and prepare an estimate for inclusion in the project bid schedule.
- Curb ramps requiring detailed design due to field conditions shall be provided by Consultant.

Task 5 - Prepare and Incorporate Construction Documents and Estimates

- 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.

Task 6 – Construction Support Services

- Provide construction support services for the FY 2017-18 Pavement Rehabilitation and Maintenance Program.
- Provide submittal review, meeting attendance, RFI response and support City Staff as needed during construction.

Exhibit B

Schedule of Deliverables

1. DESIGN OF THE FISCAL YEAR 2017-2018 PAVEMENT MAINTENANCE PROJECT(S)

1. Task B.1 - Street Investigation / Engineering Review – Four (4) weeks after receiving a Notice to Proceed.
2. Task B.2, B.3, B.4, B.5 - Measure Field Quantities, Deflection Testing and Coring, ADA Ramp Design, Prepare and Incorporate Construction Documents and Estimates – Eight (8) weeks after Task B.1 is completed.

Exhibit C

Schedule of Fees

ESTIMATED FEE BREAKDOWN SCHEDULE FOR THE CITY OF GOLETA FY 2017-2018 PAVEMENT MAINTENANCE PROJECT

Task 1	Street Investigation / Engineering Review	Rate	Hours	Total
	Senior Principal Engineer	\$210	21	\$4,410
	Senior Engineering Technician	125	42	5,250
	Estimated Fee Task 1:			\$9,660
Task 2	Measure Field Quantities			
	Associate Engineer	\$150	4	\$600
	Senior Engineering Technician	125	75	9,375
	Engineering Technician	120	75	9,000
	Estimated Fee Task 2:			\$18,975
Task 3	Perform Deflection Testing and Coring for Pavement Design			
	Senior Principal Engineer	\$210	8	\$1,680
	Assistant Engineer	145	20	2,900
	Senior Engineering Technician	125	8	1,000
	Dynalect Operator	275	16	4,400
	Assistant Dynalect Operator	140	16	2,240
	Dynalect & Coring Crew Preparation	125	2	250
	Coring Technician	225	16	3,600
	Assistant Coring Technician	125	16	2,000
	Traffic Control			4,000
	Mobilization			4,850
	Per Diem	250	2	500
	Laboratory Manager – R-value (ASTM D2844, CTM 301)	145	6	870
	Laboratory Technician – R-value (ASTM D2844, CTM 301)	90	30	2,700
	Estimated Fee Task 3:			\$30,990
Task 4	ADA Ramps Design			
	Associate Engineer	\$150	9	\$1,350
	Assistant Engineer	145	36	5,220
	Senior Engineering Technician	125	36	4,500
	Engineering Technician	120	36	4,320
	Ramp Design	2,500	12	30,000
	Estimated Fee Task 4:			\$45,390
Task 5	Prepare Contract Documents and Estimates			
	Senior Principal Engineer	\$210	48	\$10,080
	Associate Engineer	150	64	9,600
	Assistant Engineer	145	64	9,280
	Senior Engineering Technician	125	250	31,250
	Engineering Technician	120	250	30,000
	Estimated Fee Task 5:			\$90,210

Task 6 Construction Support Services			
Senior Principal Engineer	\$210	10	\$2,100
Associate Engineer	150	10	1,500
Construction Manager	145	10	1,450
Estimated Fee Task 6:			\$5,050
Total Estimated Project Fee: \$200,275			

ATTACHMENT 2

Amendment No. 1 to Agreement 2017-023 with Pavement Engineering Inc.

**AMENDMENT NO. 1
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
PAVEMENT ENGINEERING, INC.**

This Amendment No. 1 to a PROFESSIONAL DESIGN SERVICES AGREEMENT is made this 19th day of June, 2018 between the **CITY OF GOLETA**, a municipal corporation ("City") and **PAVEMENT ENGINEERING, INC.**, a California corporation, ("Consultant") dated May 2, 2017 ("Agreement," Agreement No. 2017-023).

RECITALS

WHEREAS, this Agreement is for professional design services for the Design of the FY 2017/2018 Pavement Projects in conjunction with the City's Pavement Rehabilitation and Maintenance Program; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 30, 2018; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2020; and

WHEREAS, the Agreement between City and Consultant currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services for the design of the FY 2017-2018 Pavement Maintenance Project(s) as set forth for Consultant; and

WHEREAS, the parties desire to amend Exhibit A of the agreement by adding additional services for the FY 2018-2019 Pavement Rehabilitation Projects, as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and

WHEREAS, the Agreement between City and Consultant currently provides in Exhibit B entitled "Schedule of Deliverables" the complete and particular tasks for the design of the FY 2017-2018 Pavement Maintenance Project(s) as set forth for Consultant; and

WHEREAS, the parties desire to amend Exhibit B of the Agreement by adding additional tasks to the schedule of deliverables, as more completely and particularly set forth in the Schedule of Deliverables, attached as Exhibit "B-1"; and

WHEREAS, the City Council approved this Amendment No. 1 on this 19th day of June, 2018.

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 two years to read in its entirety.

The term of this Agreement is from the date first written above to June 30, 2020, 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 according to the schedule for delivery of services attached as Exhibit "B-1."

2. 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.

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

Exhibit B "Schedule of Deliverables" with **Exhibit B-1 "Schedule of Deliverables"** attached hereto and incorporated herein.

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

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

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Joseph L. Ririe, P.E., Principal

ATTEST:

Deborah Lopez, City Clerk

William Long, Chief Financial Officer

APPROVED AS TO FORM



Winnie Cai, Deputy City Attorney

**Exhibit A-1
Scope of Work**

**A. DESIGN OF THE FISCAL YEAR 2017-2018 AND FISCAL YEAR 2018-2019
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.
- Review slurry seal project prepared last year, but not constructed. Determine if slurry seal treatment will still be cost-effective.

Task 2 - Measure Field Quantities

- 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.
- Quantify any required changes to the previously prepared slurry seal project resulting from prolonged deterioration.

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 shall 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 by Consultant as needed.

Task 4 - ADA Ramp Design

- Consultant to review curb ramps associated with streets that trigger ramp upgrades.
- Consultant to field measure, estimate construction quantities, and prepare an estimate for inclusion in the project bid schedule.
- Curb ramps requiring detailed design due to field conditions shall be provided by Consultant.

Task 5 - Prepare and Incorporate Construction Documents and Estimates

- 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.

Task 6 - Construction Support Services

- Provide construction support services for the FY 2017-18 and FY 2018-19 Pavement Rehabilitation and Maintenance Program.
- Provide submittal review, meeting attendance, RFI response and support City Staff as needed during construction.

Exhibit B-1

Schedule of Deliverables

1. DESIGN OF THE FISCAL YEAR 2017-2018 AND FISCAL YEAR 2018-2019 PAVEMENT MAINTENANCE PROJECT(S)

1. Task B.1 - Street Investigation / Engineering Review - Four (4) weeks after receiving a Notice to Proceed.
2. Task B.2, B.3, B.4, B.5 - Measure Field Quantities, Deflection Testing and Coring, ADA Ramp Design, Prepare and Incorporate Construction Documents and Estimates - Eight (8) weeks after Task B.1 is completed.