



Agenda Item A.3
CONSENT CALENDAR
Meeting Date: February 5, 2019

TO: Mayor and Councilmembers

FROM: Charles W. Ebeling, Public Works Director

CONTACT: James Winslow, Senior Project Engineer

SUBJECT: Approve a Professional Design Services Agreement with Earth Systems, Inc., for the Cathedral Oaks Crib Wall Interim Repair Project and Approve a Budget Appropriation for the Cathedral Oaks Reconstruction Project

RECOMMENDATION:

- A. Authorize the City Manager to execute a Professional Design Services Agreement with Earth Systems Pacific for the Cathedral Oaks Crib Wall Interim Repair Project in an amount not to exceed \$167,300; and
- B. Approve a budget appropriation of \$102,700 from the General Fund Unassigned Fund Balance to account 101-5-9053-706 for the Cathedral Oaks Crib Wall Interim Repair Project; and
- C. Approve a budget appropriation of \$27,700 from the Measure A Fund Balance to account 205-5-5800-413 for the Cathedral Oaks Reconstruction Project.

BACKGROUND:

Cathedral Oaks Crib Wall Interim Repair Project

During the January 2017, winter storms, a portion of the Cathedral Oaks Road right-of-way experienced subsidence and erosion due to high intensity rainfall and related storm water runoff. The road and adjacent right-of-way are supported by 2 sections of crib wall with a combined length of 415 feet and a maximum height of 40 feet. The right-of-way between the road and crib wall contains a Class I multi-purpose facility, which supports both pedestrian and bicycle traffic. The supporting sections of crib wall have been damaged due to storm related erosion and significant material loss through the face of the crib wall. The infiltration and movement of surface and subsurface storm water has potentially created large underground voids which could pose a hazard to pedestrian and bicycle traffic. As a precaution, the City closed Cathedral Oaks Road and a portion of the Class I facility to bicyclists and pedestrians between Winchester Canyon Road and Calle Real on January 30, 2017. Since January 2017, efforts to determine the condition of the road shoulder and crib wall, as well as the required scope of repair, have been continuing, and the section of Class I multi-purpose path has remained closed.

On January 11, 2017, the City entered into a Design Agreement with Cardenas and Associates Surveying, Inc. (Cardenas) to perform an aerial survey and topographic mapping of crib walls along Cathedral Oaks Road. Cardenas provided the City with an AutoCAD drawing of the topographic map of the location.

On March 8, 2017, the City entered into a Professional Design Services Agreement with Bengal Engineering, Inc. (Bengal). The scope of work included assisting the City with the Federal Highway Administration (FHWA) Emergency Response (ER) Damage Assessment, emergency repair plans, and construction support as needed. Council authorized three subsequent amendments:

- August 15, 2017, for a contract increase of \$29,000,
- December 5, 2017, for a contact increase of \$29,500 and amended scope of work to include Task 2 to provide engineering of the winterization plan, and
- December 18, 2018, for a contract increase of \$30,000 and to extend the contract term to December 31, 2026.

Bengal led the engineering team tasked with determining the safety under Cathedral Oaks Road so that it could be re-opened, including assisting with the FHWA Emergency Response Damage Assessment, emergency repair plans, and construction support. On May 4, 2017, Bengal's subcontractor – Subsurface Surveys & Associates, Inc. (Subsurface Surveys) – performed fieldwork completing a resistivity survey at the site. Bengal provided Public Works with a Resistivity Survey Summary Report (RSSR). The RSSR report identified the approximate depth and lateral extent of possible cavities or resistive objects and anomalous soil conditions. The consultant also noted in the report areas of suspected high moisture content zones which can contribute to areas of subsidence.

On May 22-23, 2017, Granite Construction Company (Granite) excavated the sinkhole that had formed along the north side of the Class I Multi-purpose Path of Cathedral Oaks Road using the existing on-call contract. Bengal oversaw the exploration and construction repairs. Granite filled the void space with 20 cubic yards of concrete slurry. On June 2, 2017, Bengal provided a summary report for completion of the emergency repairs of a portion of Cathedral Oaks Road. On September 18, 2017, the City entered into a General Services Agreement with Granite. The scope of work included providing the equipment and personnel to perform the investigation and repair work from the winter storms to reopen Cathedral Oaks Road and the Class I multi-purpose path. The scope also included providing protective measures that may be required.

Previously, the Public Works Department used the information gathered from these investigations, inspections, and related repair planning to support applications for funding for permanent repairs from both the Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA). However, the Department erroneously applied for emergency funding from FEMA. Cathedral Oaks Road is identified as a minor arterial on the California Road System (CRS) map. Therefore, as a Federal-Aid road, any emergency repairs are under the statutory authority of FHWA. FEMA has an appeal brief,

number FEMA-1577-DR, dated February 9, 2007, addressing a similar appeal to FEMA's initial ruling against the City of Compton.

On June 6, 2017, the City re-opened Cathedral Oaks Road to vehicular traffic based on the observations of the repair work, RSSR survey, and professional engineering judgement. However, the City determined that further analysis is needed for the adjacent Class I Multi-purpose path and the path remains closed.

Cathedral Oaks Reconstruction Project

In mid-November 2018, the Public Works Department crews observed and reported pavement settlement occurring in the southern portion of Cathedral Oaks Road between Los Carneros Road and Glen Annie Road. This section of road was constructed in 1971 through agricultural land. In Fiscal Year (FY) 2008-09, the City performed maintenance on this section of roadway under the pavement preparation and slurry seal project. In the vicinity of the pavement settlement there are utilities that cross under the roadway including a privately maintained vehicle tunnel and a 3-inch-diameter private water line for Bishop Ranch, and a storm drainage culvert.

DISCUSSION:

Cathedral Oaks Crib Wall Interim Repair Project

The Class I multi-purpose Path along this section of Cathedral Oaks Road remains closed due to the winter storm damage from 2017. The roadway remains open following Public Work Department's engineering assessment. The next steps to re-opening the Class I multi-purpose Path include performing a comprehensive geotechnical evaluation. The evaluation will build upon the excavation and resistivity work performed in May 2017. The purpose of the comprehensive geotechnical evaluation is to collect soil samples for laboratory analysis, perform horizontal ("Crosshole Seismic Testing") analysis, and ground penetrating radar (GPR) to confirm the nature and lateral extent of the suspected anomalies, cavities, and high moisture content zones noted in the resistivity report. Additionally, the Department did not respond to the FHWA requests in a timely manner in responding to FHWA, the confusion with the FEMA request, and submitting a clarification response. The request for emergency repair funds resulting from the winter storms in 2017 has lapsed.

Earth Systems Pacific (Earth Systems) will perform geotechnical exploratory borings to depths ranging from 40 to 80 feet below the surface along the guardrail at the top of the fill slope. The exploratory borings and subsequent laboratory analysis will provide data on the soil moisture, density, direct shear testing, soils expansion index, and resistivity. The Crosshole Testing is based on the American Society for Testing and Materials (ASTM) Method D4428/D4428M-14, "Standard Test Methods for Crosshole Seismic Testing." The Crosshole Testing borings will be spaced approximately 10 feet apart along the top of the fill slope. A borehole seismic source is lowered in one hole and downhole receivers (geophones) in the others. The technique provides a horizontal soil profile with anomalies for the depth of the borings – ranging from approximately 20 to 28 feet.

Additionally, the geophysicist can use a suspension logger in the crosshole borings to log the soils approximately 3 feet perpendicular to the line for the crosshole borings.

For the borings where the depth is less than approximately 8 feet to the original ground surface prior to constructing the crib wall and fill slope, Earth Systems will use ground penetrating radar (GPR). GPR sends a tiny pulse of energy into the ground and records the strength and time to receive the return signal from any reflected material (or change in material or lack of material – void spaces). GPR has been used successfully to map ice thickness, lake water depth, bedrock depth, soil stratigraphy, and water table depths as well as detect voids, and identify karst features. In Subsurface Surveys' Resistivity Report from the work in May 2017, they state that they performed GPR "for our own personal interest" while they were waiting for the fencing to be removed since the City selected the Resistivity Only option in their proposal and not GPR.

The geotechnical methods proposed including laboratory testing and recommended design solutions will be used to create preliminary structural designs plans and construction cost estimates. Earth Systems will provide the preliminary plans and estimates as phase 3 of the scope of work.

Cathedral Oaks Reconstruction Project

The Public Works Department is recommending a comprehensive geotechnical analysis and report for the recent soil/pavement settlement on Cathedral Oaks Road between Los Carneros Road and Glen Annie Road. The proposal is under \$30,000 and the City Manager will execute the contract following Council authorizing the recommended budget adjustment. In November 2018, the Public Works crews observed the pavement had settled on the south side of Cathedral Oaks Road extending from the bike lane into the eastbound lane. Based on the City inspector's observations, the roadway does not appear to be settling at a rate to cause immediate concern, however Public Works is committed to finding a solution before conditions decline. The situation could be exacerbated as vehicles and large trucks continue to pass over the area, the pavement could continue to subside. Currently, the City inspector is checking on the location daily to record and track the speed of settlement and has collected 3 survey measurements along a line in the eastbound travel lane. There has not been significant settlement observed over the 3 measurements.

Earth Systems will perform 4 geotechnical exploratory borings to approximately 30 feet depth at the project location – 3 on the southern side of the road in the bike lane and one on the northern side in the bike lane – to compare the soils around and adjacent to the pavement settlement location. One additional boring will be advanced in a second area approximately 1,200 feet west on Cathedral Oaks Road. This second area is beginning to show signs of settlement, although not as significant as in the first area. The exploratory borings and subsequent laboratory analysis will provide data on the soil moisture, density, direct shear testing, soils expansion index, and resistivity. Earth Systems will also conduct R-Value testing on the soils to determine the structural paving section needed for repairs. Earth Systems will subcontract with a traffic control company to ensure the drillers and

engineers are out of the flow of vehicular traffic and two-way travel lanes remain open during the work.

Earth Systems will provide Public Works with a Geotechnical Engineering Report that describes the field and laboratory tests performed, results, discussions on soil types encountered, and recommended remediation options. The Public Works Department will use the information to secure bids from contractors to make the repairs to the roadway. Public Works will return to Council with the recommended options and budget appropriation request.

Due to the recent observations noted in the field from January 19-21, 2019, the Public Works Department is requesting emergency proposal from Granite to temporarily pave the area where the soil subsidence is occurring. This temporary fix will repair the depression in the asphalt for vehicles travelling eastbound on Cathedral Oaks Road while the geotechnical analysis and field work can be performed. A permanent repair will be presented to Council in the future. Granite's contract Agreement No. 2018-051 has an annual budget of \$150,000 with a term of 3 years and a not to exceed amount of \$450,000 over the life of the contract. Public Works will return to Council in future years if additional contract authority is required over the 3-year contract term.

FISCAL IMPACTS:

Project Cost Estimates – Cathedral Oaks Crib Wall Interim Repair Project

The total estimated cost for this portion of the Cathedral Oaks Crib Wall Interim Repair Project is \$175,300, based on a \$167,300 proposal and staff time, and is shown in the following table.

Project Components	Estimated Costs	Funding Source	Funding Amounts
Labor*	\$8,672	General Fund	\$167,300
Consultants	\$167,300	Measure A	\$8,672
Totals	\$175,972	Totals	\$175,972

*Estimated

Project Funding

The FY 18/19 current budget for this project is approximately \$73,272. Funding includes General Fund and Measure A funds. Additional funding of \$102,700 is needed to support the total estimated project costs of \$175,972. The funding is recommended from the General Fund Unassigned Fund Balance. There is approximately \$3.5 million available in General Fund Unassigned Fund Balance. The budget appropriation request is shown in the table below.

Cathedral Oaks Crib Wall Interim Repair Project, FY 18/19				
Account	Fund Type	Current Available Allocations	Additional Appropriation Requested	Total Available Budget
101-5-9053-706	General	\$64,600	\$102,700	\$167,300
205-5-9053-706	Measure A	\$8,642	\$0	\$8,672
	Total	\$73,272	\$102,020	\$175,972

There will be future costs associated with the recommended repair options for the Crib Wall Project. Public Works will return to Council with the recommended repair options, schedule, and budget request.

Project Cost Estimates – Cathedral Oaks Reconstruction Project

The total estimated cost for this portion of the Cathedral Oaks Reconstruction Project is \$27,700, based on a \$22,700 proposal and staff time, and is shown in the following table.

Project Components	Estimated Costs	Funding Source	Funding Amounts
Labor*	\$5,000	Measure A	\$27,700
Consultants	\$22,700		
Totals	\$27,700	Totals	\$27,700

*Estimated

The existing funds in the Streets Maintenance account (5800-413) are planned to be expended on annual budgeted maintenance activities. Therefore, additional appropriations are requested to address the current maintenance concerns and emergency paving work at this specific location. Staff is recommending the use of Measure A fund balance. Approximately \$468,000 is available in fund balance. The budget appropriation request is shown in the table below.

Streets Maintenance, FY 18/19				
Account	Fund Type	Current Available Allocations	Additional Appropriation Requested	Total Available Budget
101-5-5800-413	General	\$233,020	\$0	\$233,020
201-5-5800-413	TDA	\$308,616	\$0	\$308,616
205-5-5800-413	Measure A	\$0	\$27,700	\$27,700
	Total	\$541,636	\$27,700	\$569,336


There are future costs associated with the recommended permanent repair options. Public Works will return to Council with the recommended repair options and budget request.


ALTERNATIVES:

Council may elect to delay these geotechnical reports until a future date.

Legal Review By:

Approved By:


Michael Jenkins
City Attorney


Michelle Greene
City Manager

ATTACHMENTS:

1. Professional Design Services Agreement for Cathedral Oaks Crib Wall Interim Repair with Earth Systems Pacific

ATTACHMENT 1

Professional Design Services Agreement with Earth System Pacific for the Cathedral
Oaks Crib Wall Interim Repair Project (9053)

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
BETWEEN THE CITY OF GOLETA
AND
EARTH SYSTEMS PACIFIC**

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") is made and entered into this 5th day of February, 2019, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and Earth Systems Pacific (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional geotechnical engineering support services for Cathedral Oaks Crib Wall Interim Repair Project; and

WHEREAS, the CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and

WHEREAS, the CITY procured these services in compliance with Goleta Municipal Code Section 3.05.240. following a competitive Request for Proposals from the City's pre-authorized qualified consultants list for various professional services ("short list"); and

WHEREAS, the City Council, on this 5th day of February 2019, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional Geotechnical Support Services in conjunction with Cathedral Oaks Crib Wall Interim Repair Project. Services shall generally include professional design services for geotechnical investigation, laboratory testing, analysis, summary report, preliminary structural design options, and preliminary cost estimates as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

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

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 \$167,300 (one-hundred sixty-seven thousand three hundred dollars) (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2021, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

4. EXTRA SERVICES

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

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is James Winslow, Senior Project 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 June 30, 2021, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

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

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. Patrick Boales, Managing Principal, 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.

- **SG Drilling** – Contact: Randy Glaze
- **Van Sande Structural Consultants** – Contact: Sage Shingle
- **GEOVision Geophysical Services** – Contact: John Diehl

9. HOLD HARMLESS AND INDEMNITY

(a) **Indemnification and Defense for Professional Service.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of

defense costs incurred by CITY in direct proportion to the CONSULTANT's proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

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

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

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

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

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

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

11. RELATIONSHIP OF CONSULTANT TO CITY

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

12. CORRECTIONS

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

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be

payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

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

16. WAIVER; REMEDIES CUMULATIVE

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

17. CONFLICT OF INTEREST

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. 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.

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

TO CONSULTANT: Attention: Patrick V. Boales
Earth Systems Pacific
1731 Walter Street, Suite A
Ventura, CA 93003

31. **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

Patrick V. Boales
Engineering Geologist
Managing Principal

ATTEST

Deborah Lopez, City Clerk

Anthony P. Mazzei
Geotechnical Engineer
Vice President

APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

EXHIBIT A SCOPE OF WORK

Consultant shall provide the following services in two phases:

Phase 1 – Field Work and Analysis

Task 1. Data Analysis and Project Management

Consultant shall begin by reviewing and crib wall plans and information regarding previous geophysical studies performed to evaluate soils supported by the crib walls. Consultant shall also review historical aerial photographs of the project area to help determine pre-Cathedral Oaks Road and crib wall site conditions. Consultant shall manage the project tasks and subconsultants.

Task 2. Underground Service Alert

Consultant shall prepare for field exploration by visiting the site to mark points of exploration and notify Underground Service Alert of our intent to dig. Consultant shall not be held responsible for damage to any utilities that were not marked or that were not brought to our attention prior to beginning our field activities. The City will supply Consultant with permission to enter the currently barricaded bike path area, which is from where the borings shall be advanced.

Task 3. Geotechnical Borings

Once utility clearance is obtained, Consultant shall supervise a subcontracted drilling firm and geophysical firm team. The work shall include drilling approximately two geotechnical borings above Crib Wall A and six borings above Crib Wall B. The borings would be drilled through or adjacent to the bike path. Because the bike path is closed, it is anticipated that traffic control shall not be required for the drilling operations. Planned depths of exploration range from 50 feet to 80 feet, with planned depths approximately equal to twice the maximum retained height of the walls below. Consultant shall supervise the field study and log the test holes. Consultant shall collect relatively undisturbed samples from the test holes and sealed in containers, and bulk samples from the cuttings shall be secured in bags. Consultant shall return the samples to their laboratory for testing. Consultant shall backfill the borings with bentonite chips and/or cuttings from the borings and spread any remaining cuttings on-site.

Deliverables:

Soil samples as requested.

Task 4. Geophysical Crosshole Analysis and GPR

While drilling the borings above, Consultant shall supervise subcontractor to advance 15 additional borings, and to convert 3 of the geotechnical borings discussed above into cased boreholes for use in geophysical testing. These borings shall range in depth from 20 feet to 30 feet. Preparation shall include installing 4-inch diameter PVC casing, and placing grout between the boring annulus and the casing. These "wells" shall be drilled

on 10-foot centers, and shall be used for crosshole seismic analysis, and for suspension logging.

Consultant shall subcontract GEOVision, Inc., to perform ground-penetrating radar (GPR) surveys along the bike path to locate near-surface voids that have not yet been identified at the surface. Subconsultant shall also perform crosshole seismic analyses and suspension logging within the “wells”. The intent shall be to identify additional low-density areas within the subsurface that shall need to be evaluated when repair schemes are developed.

Task 5. Laboratory Testing

Laboratory testing shall be performed on soil samples collected during the field exploration to help identify and evaluate subsurface site characteristics. Tests shall include, but may not be limited to: measurement of in-place moisture and density; determination of maximum density and optimum moisture of soils that could potentially be involved in site grading; direct shear testing of remolded samples of potential backfill soils; direct shear testing of relatively undisturbed samples of existing backfill soils and/or native older alluvial soils; grain size and plasticity index analyses of key soil types; and pH, resistivity, soluble chloride and soluble sulfate testing of soils anticipated to be in contact with existing or new structural elements of the repair scheme.

Deliverables:

Laboratory analysis data.

Phase 2: Design Engineering, Preliminary Cost Estimates, and Report

Task 6. Conclusions and Recommendations

Once field and laboratory tests are complete Consultant shall organize and analyze the data to develop conclusions and recommendations relevant to remediation of the affected areas. Analyses of slope stability of existing conditions and those that would result after remediation shall be included.

Task 7. Design Engineering and Preliminary Cost Estimating

Consultant shall oversee subconsultant performing the preliminary structural design options. Consultant shall submit a minimum of three design options for City review. Consultant shall provide construction estimates for each alternative to help the City choose the best repair method.

Deliverables:

Three preliminary structural design options.
Three preliminary cost estimates.

Task 8. Geotechnical Engineering Report

Consultant shall prepare a Geotechnical Engineering Report based on evaluation of the data obtained from the exploration and testing programs, and on experience and

judgment. Consultant shall coordinate and include their subconsultants work in to provide preliminary designs of various remedial solutions. Potential solutions might include replacement of the crib walls, filling voids and adding concrete facing to the existing walls, installing concrete secant walls, installing soil nail walls, installing drilled pier soldier pile walls with lagging, installing concrete piers with structural concrete wall facing, or other alternatives.

Deliverables:

Geotechnical Report

EXHIBIT B SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

Word Processing and Reproduction	\$50.00	Laboratory Technician	\$100.00
Technician - Field/Lab (non PW)	\$83.00	Drafter	\$100.00
Group I for Prevailing Wage projects	\$98.00	Staff Professional	\$140.00
Special Inspector (non PW)	\$94.00	Project Professional	\$160.00
Group II for Prevailing Wage projects	\$111.00	Senior Professional	\$180.00
Special Inspector Group III	Per Quote	Principal Professional	\$210.00

BASIS OF CHARGES

1. The prevailing wage rates presented above are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, the quoted rates will be adjusted to correspond to the change. Also, please note that requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
2. Nuclear gauge charge: \$12.50/hour.

SUBCONTRACTED SERVICES

Subcontracted services are to be billed at cost plus 5%. Costs will not exceed the total not to exceed contract limit without Council authorization. Subcontracted services include, but are not limited to, consultants' fees, equipment rental (such as drilling, trenching and special access equipment), materials, freight, outside laboratory tests, aerial photographs, permit fees, and incidental expenses. Subcontracted services do not include subcontracted Special Inspectors, who will be billed at the rates shown on Page 1 of this Fee Schedule

SPECIAL FIELD SERVICES

Geophysical work, pile load tests, vane shear tests, piezometer installations, slope indicator installations, and other special tests can be quoted on an individual basis.

ENVIRONMENTAL SERVICES

Rates for environmental sampling, safety, and testing equipment can be provided on request. All rentals or purchases of required equipment and supplies, as well as subcontracted services, will be invoiced at cost plus 5%. Testing of contaminated soil will be per quote. Contaminated samples will be returned to sender for proper disposal.

SOILS LABORATORY FEES

Atterberg Limits/Plasticity Index (ASTM D 4318):	\$250.00
California Bearing Ratio, 3 points (ASTM D 1883)	\$750.00
California Impact (CT 216)	\$250.00
Consolidation, one dimensional (ASTM D 2435)	\$250.00
Consolidation, timed, per point	\$85.00
Corrosivity Tests (EPA 300)	\$200.00
Direct Shear, per point, 3 points minimum (ASTM D 3080)	\$110.00
Expansion Index Test (ASTM D 4829)	\$200.00
Hydrocollapse Potential Test (ASTM D 5333)	\$125.00
Long Hydrometer Analysis, assumed specific gravity, with 200 wash (ASTM D 422, CT 203)	\$300.00
Maximum Density and Optimum Moisture:	
4" Mold (ASTM D 1557)	\$250.00

6" Mold (ASTM D 1557)	\$300.00
Moisture and Unit Weight Determination, from ring samples (ASTM D 2937)	\$40.00
Moisture Only (ASTM D 2216)	\$30.00
Permeability Tests, constant head, falling head (EPA 9100)	Per Quote
R-Value (ASTM D 2844, CT 301)	\$400.00
Sand Equivalent (ASTM D 2419, CT 217)	\$135.00
Short Hydrometer, assumed specific gravity, with 200 wash (ASTM D 422)	\$200.00
Sieve Analysis with 200 wash (ASTM D 1140, CT 202)	\$200.00
Sieve Analysis without 200 wash, Aggregate Base or Sub-base	\$135.00
Sieve Analysis of Oversize Material	Per Quote
Specific Gravity (ASTM D 854)	\$150.00
Unconfined Compressive Strength, untreated (ASTM D 2166)	\$150.00

MATERIALS LABORATORY TESTING FEES

An additional hourly charge (\$100/hr.) will be applied for cutting, capping, or other preparation of non-standard samples. All compression test fees include formal report following 28-day tests. Formal reports for earlier tests will be subject to an additional report fee of \$25.

AGGREGATE

Abrasion, L.A. Rattler, 100 & 500 revolutions (ASTM C 131, CT 211)	\$210.00
Absorption, Coarse Aggregate (ASTM C 127, CT 206)	\$100.00
Absorption, Fine Aggregate (ASTM C 128, CT 207)	\$150.00
Clay Lumps and Friable Particles in Aggregate (ASTM C 142)	\$110.00
Cleanliness Value of Coarse Aggregate (CT 227)	\$150.00
Crushed Particles, each size (CT 205)	\$150.00
Durability Index, Coarse or Fine Aggregate (ASTM C 3744, CT 229)	\$200.00
Flat and Elongated Particles in Aggregate (ASTM C 4791)	\$110.00
Organic Impurities in Fine Aggregate (ASTM C 40, CT 213)	\$100.00
Potential Reactivity of Aggregate by Chemical Method, each size (ASTM C 289)	Per Quote
Sieve Analysis, washed (ASTM C 117, CT 202)	\$200.00
Soundness, Sodium Sulfate, 5 cycles (ASTM C 88)	\$500.00
Specific Gravity, Coarse Aggregate (ASTM C 127)	\$150.00
Specific Gravity, Fine Aggregate (ASTM C 128)	\$150.00
Uncompacted Void Content, Fine Aggregate, incl. specific gravity (ASTM C 1252, AASHTO T304, CT 234)	\$280.00
Unit Weight of Aggregate (ASTM C 29)	\$150.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders, includes disposal fee and report after 28 days (ASTM C 39)	\$35.00
Compression Test of Cored Samples, does not include coring, but includes disposal fee (ASTM C 42)	\$75.00
Grading of Shotcrete Cores, does not include coring (ACI 506.2)	\$100.00
Compression Test of Lightweight Concrete (ASTM C 495)	\$30.00
Density of Concrete Cylinders (ASTM C 138)	\$70.00
Density of Hardened Concrete (ASTM C 642)	\$100.00
Shrinkage of Beams, set of 3 (ASTM C 157)	\$410.00
Flexural Strength, Simple Beam with Third Point Loading (ASTM C 78, CT 523)	\$150.00
Unit Weight of Lightweight Concrete (ASTM C 567)	\$110.00
Disposal/Recycling Fee, per shotcrete panel or beam	\$5.00

MASONRY

Absorption of Block, set of 3 (ASTM C 140)	\$150.00
Compression Test on Block, set of 3 (ASTM C 140)	\$150.00
Compression Test on Grouted Prisms, includes cutting and disposal fee (ASTM C 1314)	\$250.00

Compression Test on Masonry Cores (ASTM C 140)	\$75.00
Compression Test, 2" x 4" Mortar Cylinders (ASTM C 780)	\$40.00
Compression Test, 3" x 3" x 6" Grout Samples (ASTM C 1019)	\$40.00
Moisture Content of Block as received, set of 3 (ASTM C 140)	\$100.00
Shear Test on Masonry Cores, 2 faces	\$150.00
Unit Weight of Block, set of 3 (ASTM C 140)	\$150.00
Coring of Grouted Masonry by Subcontractor	cost + 5%
Disposal/Recycling Fee, per untested masonry prism	\$2.00

ASPHALTIC CONCRETE

All fees for asphaltic concrete assume that asphalt mix is made in the field. Please request quotes if mix is to be made at our laboratory.

Bulk Specific Gravity of Core Samples (ASTM D 2726 and 1188, CT 308)	\$50.00
California Kneading Compactor (Hveem LTMD) Max Density on set of 3 (CT 308)	\$370.00
Extraction of Oil from AC Mixtures	\$250.00
Extraction of Oil from Rubberized Mixtures (ASTM C 2172)	\$315.00
Gyratory Compactor, field mixed asphalt (AASHTO 3112)	\$350.00
Hamburg Wheel Tracker Test, per set of field mixed asphalt (AASHTO 324)	\$735.00
Hazardous Waste Handling Charge for Extracted Oils	\$30.00
Ignition Oven Binder Content Correction Value, per mix (ASTM D 6307)	\$820.00
Ignition Oven Binder Content after initial correction value is determined	\$170.00
Ignition Oven Gradation Correction Value, per mix	Per Quote
Ignition Oven Gradation after initial correction value is determined	\$270.00
Sieve Analysis of Extracted Aggregate (ASTM C 5444)	\$200.00
Specific Gravity, Theoretical Maximum, Rice Method (ASTM D 2041, CT 309)	\$150.00
Stabilometer (Hveem S-Value), set of 3 (ASTM D 1560, CT 366)	\$150.00*

* Fee assumes CT 308 is run concurrently

MISCELLANEOUS TESTING AND EQUIPMENT CHARGES

Anchor Pull Test Equipment	\$100/day
High Strength Bolt, Nut, Washer Testing	Per Quote
Manometer (Liquid Level) Survey Equipment	\$100/day
Nuclear Gauge	\$12.50/hr.
Pachometer (James R Meter)	\$200/day
Pile Load Test Equipment	Per Quote
Reinforcing Steel Tensile and Bend Tests, No. 3 through No. 9 Bars (ASTM A 615)	\$150.00
Reinforcing Steel Tensile and Bend Tests, No. 10 Bars and larger	Per Quote
Skidmore Device	\$200/day
Torque Wrench	\$50/day