



TO: Mayor and Councilmembers

FROM: Charles W. Ebeling, Public Works Director

CONTACT: Melissa Angeles, Senior Engineering Technician

SUBJECT: Award of Professional Design Services Agreement for the Goleta Community Center Upgrade Project (CIP 9067)

RECOMMENDATION:

- A. Authorize the City Manager to execute a Professional Design Services Agreement with Holmes Structures, for the Goleta Community Center Upgrade Project (CIP 9067) in an amount not to exceed \$93,995 with a termination date of December 31, 2019, and subject to the requirements of the contract documents (Attachment 1); and
- B. Approve a budget appropriation for Hazard Mitigation Grant Program (HMGP) in the amount of \$70,970 to account 421-5-9067-706 and increase the related revenue account 421-4-9067-220 in the amount of \$70,970.

BACKGROUND:

The Goleta Community Center (Center) is located at 5679 Hollister Avenue and was formerly the Goleta Union School, which was constructed in 1927. The school was closed in 1976 and in 1977, the property was leased with an option to purchase to the County of Santa Barbara to operate a community center. In 1984, the County sublet the property to the Goleta Valley Community Center (GVCC), a California non-profit corporation. Upon incorporation in 2002, the City of Goleta assumed the existing lease from the County and in 2013, purchased the property from the Goleta Unified School District and has continued to be the GVCC's landlord.

In August 2012, the City engaged the services of the Crosby Group, a structural engineering and design firm, to complete a seismic needs assessment of the Center. The Crosby study identified deficiencies in the main building, which was built in 1927, and provided recommendations for seismic improvements. A summary of the recommended improvements can be found in Attachment 2 of this report.

In October 2017, the Department of Public Works submitted a sub-application to the California Governor's Office of Emergency Services (Cal OES), requesting funds from the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program

(HMGP) for the seismic retrofit improvements to the Center, an element of the Goleta Community Center Upgrade Project (9067). The City received notification from Cal OES and FEMA in October 2018, that the proposed seismic retrofit improvements were deemed eligible for funding, and funding for Phase 1, which includes design, environmental review and project management, had been obligated under the HMGP. Upon completion of Phase 1, Public Works will submit a request to Cal OES to review the design and request funding for Phase 2, construction.

DISCUSSION:

The Public Works Department issued a Request for Qualifications (RFQ) for design of the seismic retrofit improvements for the Center on January 14, 2019. Addendum 1 was issued on January 29, 2019 and Addendum 2 was issued on February 4, 2019. Statements of Qualification (SOQ) were received on February 8, 2019 from the following firms: Holmes Structures, Crosby Group, and Van Sande Structural Consultants, Inc. After review of the SOQ's, Public Works is recommending Holmes Structures to provide design services due to their comprehensive understanding of the project needs and extensive experience with similar projects.

Public Works recommends that the City Council authorize the City Manager to execute a Professional Design Services Agreement with Holmes Structures for design services in an amount not to exceed \$93,995.

FISCAL IMPACTS:

Under the HMGP, grants are subject to cost sharing between the Federal government and sub-recipients. The Federal share is 75% and the City's share is 25%. \$94,627 has been obligated for Phase 1 (\$70,970 Federal, \$23,657 City). Upon completion of Phase 1, Public Works will submit a request to Cal OES to review the design and request funding for Phase 2, construction.

There is sufficient budget to cover the costs associated with the proposed agreement of \$93,995; however, a budget appropriation is being requested to account for the \$70,970 HMGP grant. Public Works will return to Council with future costs associated with the Phase 2 construction work and budget request.

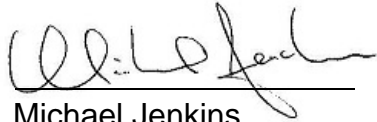
The current available budget is summarized in the table below:

Fund	Account	FY 18/19 Adopted Budget	Requested Appropriation	FY 18/19 Available Budget
General Fund	101-5-9067-705	\$167,823		\$167,823
General Fund	101-5-9067-706	\$7,107		\$7,107
HMGP Fund	421-5-9067-706		\$70,970	\$70,970
	Total	\$174,930	\$70,970	\$245,900

ALTERNATIVES:

The Council may elect not to proceed with the recommended Professional Design Services Agreement, in which case, Holmes Structures would not be available to assist the City with the design of the seismic improvements for the Goleta Community Center.

Legal Review By:



Michael Jenkins
City Attorney

Approved By:



Michelle Greene
City Manager

ATTACHMENTS:

1. Professional Design Services Agreement with Holmes Structures
2. ASCE 31-03 Tier 1 Evaluation Report – Executive Summary – Crosby Group 2013

ATTACHMENT 1

Professional Design Services Agreement with Holmes Structures

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
BETWEEN THE CITY OF GOLETA
AND
HOLMES STRUCTURES**

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") is made and entered into this 2nd day of April, 2019, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **HOLMES STRUCTURES** a California registered partnership (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional design services for the Goleta Community Center Upgrade 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 formal Request for Qualifications process; and

WHEREAS, the City Council, on this 2nd day of April, 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 Design Services in conjunction with Goleta Community Center Upgrade Project Services shall generally include design services as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

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

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$93,995 (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 December 31, 2019, 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 Melissa Angeles, Senior Engineering Technician. 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 December 31, 2019, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

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

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Nina Mahjoub, P.E. LEED AP, 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, except as regards to the following subcontractors:

- Page & Turnbull, John Lesak, Historic Preservation Consultation
- Cumming, Trevor Shulters, Cost Estimation Services
- Fugro, Gregory S. Denlinger, Geotechnical Engineering Services

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 \$2,000,000 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

City of Goleta

Public Works Department Agreement with Holmes Structures

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TO CONSULTANT: Attention: Nina Mahjoub, P.E. LEED AP
Holmes Structures
523 West 6th Street, Suite 1122
Los Angeles, CA 90014

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

Nina Mahjoub, Principal

ATTEST

Deborah Lopez, City Clerk

Denny Kwan, Principal

APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

EXHIBIT A SCOPE OF WORK

Consultant shall deliver scope of services in phases. The specific tasks and deliverables for each phase are described below.

SCHEMATIC DESIGN (SD) – BUILDING A

During this phase, consultant shall consider alternate structural design solutions for the building's retrofit and discuss historic impact, cost and constructability issues with the City and design team. Through the evaluation of alternates, consultant shall arrive at the best fit for this project.

The tasks consultant has allowed for in this phase include:

- a. Review all documentation available for the site
- b. Perform site visit to review existing conditions
- c. Meet with the City and design team for a kick off meeting to refine performance objectives
- d. Prepare request for proposal (RFP) for Geotechnical services (if required)
- e. Identify any site investigations required to expose the structure at key locations to gather information and extract samples for material testing, if deemed required
- f. Prepare request for proposal (RFP) for material testing and site investigations
- g. Identify applicable codes and standards and coordinate requirements with the City, and any other applicable agency
- h. Run a Tier 1 evaluation per ASCE 41-13 Seismic Evaluation and Retrofit of Existing Buildings
- i. Define design criteria for structural loads
- j. Undertake preliminary studies of the three buildings
- k. Address and resolve questions raised by governing authorities regarding structural system
- l. Prepare schematic design options (up to 2) within narrative scope descriptions
- m. Meet with the design team as needed to progress the design
- n. Prepare summary report outlining the schematic design options considered and recommended solution

Deliverables for this phase include:

- Schematic design report describing alternate schemes considered, including recommendation for the structural system

DESIGN DEVELOPMENT (DD) – BUILDING A

Consultant shall progress the selected design chosen for Building A at the end of the schematic design phase into design documentation that will form the basis of the construction documents. Consultant shall include comments from the City and design

team on the SD package in this phase. The design development phase will begin the preparation of Revit modelling of the building, along with analysis 3D modeling.

The tasks consultant has allowed for in this phase include:

- a. Include comments from the City and design team on the SD documents in the design development package
- b. Progress REVIT modelling of the building (LOD 100)
- c. Complete code analysis of structural retrofit system
- d. Perform site visit to review existing conditions
- e. Meet with the design team as needed to progress the design and ensure proposed retrofit does not impact historic fabric and architectural program
- f. Prepare design development documents including drawings and specifications, the drawings will include sections, elevations and representative details sufficient for the cost estimator to identify options for the means and methods of construction and any value engineering options

Deliverables for this phase include:

- 100% Design Development (DD) documentation package (65% of Construction Documentation package) including specifications and drawings

CONSTRUCTION DOCUMENTATION (CD) – BUILDING A

During this phase, consultant shall progress the construction documentation including calculations, specifications and drawings sufficient for the bid, permit and construction of the project. Consultant shall include comments from the City, design and construction team on the DD package in this phase.

The tasks consultant has allowed for in this phase include:

- a. Include comments from the City, design and cost estimation team on the DD documents in the construction documents
- b. Complete REVIT modelling of the building (LOD 200)
- c. Coordinate with project team all structural interaction with existing Building A
- d. Meet with the project architect as needed to complete the design documentation and address any coordination items identified
- e. Prepare construction documents including calculations, specifications and drawings
- f. Review cost estimates on CD package

Deliverables for this phase include:

- 100% complete CD package including calculations, specifications and drawings sufficient for Permit submission & Bidding

EXHIBIT B SCHEDULE OF FEES

Consultant shall provide professional services on a combination of Fixed Fees and Time and Materials as follows:

Holmes Structures			
Building A	Schematic Design	\$	7,500.00
	Design Development	\$	15,000.00
	Construction Documentation	\$	23,000.00
	Allowable Expenses	\$	500.00
TOTAL Holmes Structures			\$ 46,000.00
Page & Turnbull			
Building A	Historic Preservation Consulting	\$	5,905.00
	Historic Architectural Services	\$	19,135.00
TOTAL Page & Turnbull			\$ 25,040.00
Cumming			
Building A	100% CD Cost Estimation	\$	10,400.00
TOTAL Cumming			\$ 10,400.00
Fugro			
	Geotechnical Investigation Report	\$	7,855.00
TOTAL Fugro			\$ 7,855.00
Material Testing and Nondestructive Testing			
	Allowance	\$	4,700.00
TOTAL Material Testing Program			\$ 5,000.00
TOTAL FEE FOR TEAM			\$ 93,995.00

All time and materials phases (as noted above) and authorized Additional Services are charged at consultant's current standard hourly rates. Consultant's standard hourly rate schedule is:

Principal	\$230 -\$260	Structural Designer	\$125
Associate Principal	\$200 -\$225	Senior Revit Specialist	\$145
Senior Engineer	\$165 -\$185	Revit Specialist	\$125 -\$135
Project Engineer	\$135 -\$155	Administration	\$80

If the project becomes a Fast Track Project, the engineering charges stated above shall be subject to re-negotiation.

REIMBURSABLE EXPENSES

Reimbursable expenses shall be billed at a multiple of 1.0 times the cost incurred.

Reimbursable expenses are expenses incurred directly in connection with the project such as, but not limited to, transportation, out-of-town travel and subsistence, overnight deliveries, courier services, additional specialized professional services, sales taxes, permits and filing fees for securing approvals from government authorities, renderings or models, expenses for professional liability insurance or additional insurance beyond the normal amount carried and the cost of reproductions beyond those normally required for coordination and information purposes.

Consultant has allowed up to \$500 of reimbursable expenses.

ATTACHMENT 2

ASCE 31-03 Tier 1 Evaluation Report – Executive Summary – Crosby Group 2013

ASCE 31-03 Tier 1 Evaluation Report

Goleta Valley Community Center

**5679, 5681 and 5689 Hollister Ave
Goleta, CA 93117**

April 24, 2013



Prepared for:

City of Goleta
130 Cremona Drive, Ste. B
Goleta, CA 93117

Prepared by:

Crosby Group
999 Baker Way
Suite 410
San Mateo, CA 94404

Executive Summary

The following report summarizes the results of a **Seismic Assessment** which has been prepared for the Goleta Valley Community Center located at 5679 through 5689 Hollister Avenue in Goleta, California. This report has been prepared at the request of the City of Goleta as part of the overall Seismic, ADA and Fire/Life Safety Need Assessment as referenced in the RFP/RFQ dated May 10th, 2012.

The scope of this evaluation includes the review of the three main structures built between 1927 and 1958. The first of these buildings is the Main Community Center which was originally constructed in 1927 and is labeled Building A. The second and third buildings were constructed in 1948 and 1958 respectively as classroom additions and are labeled Building B and Building C4. The current uses for Buildings A, B and C are as follows:

Building A.	Main Community Center	5679 Hollister Avenue
Building B.	Head Start Classrooms	5681 Hollister Avenue
Building C4.	Rainbow School, Extension	5689 Hollister Avenue

As part of this investigation, each of these buildings was evaluated to determine whether there were existing seismic deficiencies which would pose a risk to life-safety. To conduct this evaluation, our team completed onsite investigations, reviewed all available existing building plans, and completed a Structural Tier 1, limited Tier 2 life-safety evaluation in accordance with ASCE 31-03. A formal ASCE 31 Tier 1 nonstructural components evaluation was not conducted, however, we believe the current condition of the existing nonstructural components do not pose a significant life safety threat. Based upon this analysis and our own professional experience, we found most items to be compliant with the life-safety checks except for the items listed below. Since an ASCE 31 evaluation simply assesses whether a particular component is compliant, we have grouped each of our found deficiencies into two categories termed Priority 1 and Priority 2. Based upon our experience with similar buildings, we believe Priority 1 items pose the greatest risk to Life-Safety and based upon these particular building circumstances, are those deficiencies that can generally lead to local areas of collapse. Priority 2 items are those which we would expect to be associated with extensive structural and non-structural damage, but are not usually linked to local areas of collapse. Priority 1 and 2 items are as follows:



Building A - Priority 1 Items

1. Existing wall anchorage-to-diaphragm connections at the Auditorium were found to be significantly overstressed. See Details 3 and 8 on drawing sheet S-2.
2. The long span diaphragm over the main auditorium does not have compliant sheathing and is therefore considered non-compliant per ASCE 31's guidelines for Life Safety compliance. It is recommended that this area be sheathed with ½" plywood as indicated on plan sheet S-1.
3. Existing in plane roof to concrete wall connections at the Auditorium are insufficient to transfer anticipated seismic loads and should be strengthened per Detail 7 on sheet S-2.

Building A - Priority 2 Items

1. Existing roof diaphragm to wall anchorage connections throughout the remainder of the Main building was found to be overstressed and non-compliant. Since these walls are partially restrained at the base and are a maximum of 11'-0" high, we believe that the risk of local collapse is less than that of the similar connections at the Auditorium. Nonetheless, conditions such as these often lead to significant structural and non-structural damage to a building and in rare cases, local collapse. These conditions are listed as Priority 2 items and are addressed in details 1, 2, 5, 6, 9, 15, and 18 on sheet S-2.
2. All existing roof sheathing, except for the area of the barrel vault over the exiting dining room, is composed of 1x straight sheathing which has been shown to have very low capacity to resist and transmit seismic forces. We recommend that these areas be sheathed with new ½" plywood throughout the structure as indicated on sheet S1.
3. Concrete shear walls were found to have insufficient reinforcement ratios per the ASCE 31 structural checklist; however an additional analysis shows that these walls are not overstressed against expected earthquake loads. Mitigation is not recommended at this time.

Building B – No deficiencies were found for this building

Building C4 – No deficiencies were found for this building



Application to Future Codes

The next edition of ASCE 31 will be combined with the related standard ASCE 41 to form ASCE 41-13. As the name suggests, this new code is expected to be published in the near future. ASCE 41-13 will combine the seismic evaluation procedures of ASCE 31-03 with the seismic retrofit procedures of ASCE 41-06 to form a unified standard and a new state of the practice in seismic evaluation and retrofit of existing buildings. Our team performed a parallel review of the three buildings in question with the upcoming standard's proposed provisions. In particular, there are new seismic hazard demands and out-of-plane wall anchorage procedures. We have determined that these changes are nonetheless consistent with our current findings and mitigation strategies and that our recommendations in this report will be consistent and valid with the proposed provisions.