



**TO:** Mayor and Councilmembers

**FROM:** Charles W. Ebeling, Director of Public Works

**CONTACT:** Michael Winnewisser, Assistant Engineer

**SUBJECT:** Amendments to Professional Service Agreement No. 2019-013 with Dudek and Agreement No. 2019-017 with Solid Waste Solutions (SWS) for Project Management Services for the Solid Waste & Environmental Services Division

**RECOMMENDATION:**

- A. Authorize the City Manager to execute Amendment No. 1 to Professional Service Agreement No. 2019-013 with Dudek for Project Management Services for the Solid Waste & Environmental Services Division, increasing the maximum contract amount by \$183,970, for a total not-to-exceed amount of \$213,870 with a termination date of December 31, 2019.
- B. Authorize the City Manager to execute Amendment No. 1 to Professional Service Agreement No. 2019-017 with Solid Waste Solutions (SWS) for Project Management Services for the Solid Waste & Environmental Services Division, increasing the maximum contract amount by \$90,000, for a total not-to-exceed amount of \$119,900, with a termination date of December 31, 2019.
- C. Authorize an additional appropriation of \$273,970 from Fund 211 (Solid Waste) to the Solid Waste & Environmental Services Division Professional Services account 211-5-5900-500.

**BACKGROUND:**

On March 11, 2016, the Department solicited Statements of Qualifications (SOQ) with a Request for Qualifications (RFQ) for On-Call Professional Engineering and Environmental Services for the following services:

- Project Management
- Engineering
- Geotechnical Engineering
- Traffic Engineering
- Surveying

- Landscape Design
- Environmental Planning
- Development Review
- Construction Management, Inspection and Testing (CMIT)

SOQs were received on April 27, 2016. The Public Works Department selected the following consultants through the formal RFQ process based on qualifications for award of a consultant services agreement with Solid Waste Solutions and Dudek.

Solid Waste Solutions and Dudek currently provide the Public Works Department project management for Solid Waste and Stormwater projects.

## **DISCUSSION:**

### **Dudek – MS4 Permit Compliance Program Support Services:**

The original professional services contract with Dudek was approved on January 31, 2019 in the amount not-to-exceed of \$29,900 for support services for the Municipal Separate Storm Sewer System (MS4) Permit compliance program, including in-office management, oversight, and technical/regulatory guidance.

The City of Goleta has a Small MS4 requiring coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges from Small MS4s, Water Quality Order No. 2013-0001-DWQ and CAS000004 (General Permit). The General Permit requires the development and implementation of Best Management Practices (BMPs) to address the six (6) Minimum Control Measures (MCMs) of the Permit:

- Public Education and Outreach on Storm Water Impacts
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Site Storm Water Runoff Control
- Pollution Prevention/Good Housekeeping for Municipal Operations
- Post-Construction Storm Water Management in New Development and Redevelopment

Implementation of these BMPs must be documented and tracking must be reported to the Regional Water Quality Control Board annually.

Dudek has completed an initial review of the City of Goleta's conformance with the requirements of the General Permit and has identified priority compliance issues that must be addressed immediately. The results of this review are included in a Technical Memorandum (TM). This review and TM have identified the need for a strategic and targeted approach to meeting all of the requirements of the General Permit and for setting up systems to facilitate ongoing compliance moving forward. If the City does not comply with these requirements, the Regional Board could issue the City a violation.

Under this professional services contract Dudek will provide the City of Goleta support for its MS4 Permit compliance program including, but not limited to:

- Implementing and documenting activities for the annual report (including effectiveness measure tracking) for the six (6) (MCMs) listed above;
- Implementing the City's Trash Implementation Plan;
- Participating in stormwater sampling as part of the County-wide Urban Stormwater Monitoring Program; and
- Participating in meetings (e.g., Santa Barbara County Association of MS4 Managers [SBCAMM], Central Coast Regional Water Quality Control Board, internal City/Public Works, and other stormwater meetings).

In addition to the day-to-day MS4 Permit compliance program tasks listed above, as needed and as budget allows, Dudek will provide support for long-term special projects. Example tasks may include:

- Discussing scope, budget, schedule, and goals/objectives of the pending Watershed Management Plan project with the City Planning Department and summarizing discussions for the Public Works Director to help determine the role of Public Works in the project;
- Evaluating existing storm drain data that will be used or built upon for the Storm Drain Master Plan, identify key data gaps, and clarify project goals/objectives with Public Works Director, to help establish budget, schedule, and scope for the project;
- Strategically advising the Public Works Director on high level stormwater regulatory matters - and key decisions/options available to the City - including TMDLs, trash policy, PEAIIP tracking and modeling requirements, and the pending MS4 Permit renewal; and
- Managing Santa Barbara Channelkeeper's water quality monitoring contract, including review of the project objectives and sampling design/approach.

While implementing the City's MS4 Permit compliance program, Dudek staff will be responsible for tracking the tasks and responsibilities being conducted to begin developing a clear understanding of the essential duties of the SPM position, including the average time requirement (hrs./week) by category (e.g., illicit discharge investigations, construction inspection, development plan check, municipal facilities inspections). Dudek will also dedicate efforts to understand and assess the City's various MS4 Permit compliance program implementation workflows.

Deliverables for the MS4 Permit compliance program support include (but are not limited to):

- Documented compliance with all requirements of the General Permit;
- Updated Illicit Discharge Procedures for detection, response, and tracking;

- Development and implementation of training programs for Construction Outreach, Pollution Prevention/Good Housekeeping, Construction Site Operators, and Illicit Discharge Response;
- Development and submittal of past due reports for Program Effectiveness Assessment and Improvement Plan compliance;
- Identification, documentation and mapping of stormwater discharge priority areas;
- Documentation and continued implementation of a public outreach and engagement program;
- Development of a file system to allow clear documentation and tracking of General Permit compliance;
- Development and implementation of a program to install and track BMPs during O&M activities.

The Public Works Department is satisfied with the quality of professional services provided by Dudek and therefore recommends approval of Amendment No. 1 to the current contract 2019-013, increasing the compensation amount by \$183,970 for a revised scope of work with a new total amount not-to-exceed of \$213,870, and extending the termination date to December 31, 2019 (Attachment 1).

#### **Solid Waste Solutions, Inc. – Solid Waste Engineering Support Services:**

The original professional services contract with Solid Waste Solutions (SWS) was approved on February 21, 2019, in the amount not-to-exceed of \$29,900 with a termination date of December 31, 2020, for on-call Solid Waste Project Management services to support the Public Works Department. Under the direction and oversight of the Public Works Director, the services include project management services including, but not limited to, coordination of the preparation of the CalRecycle Annual Report, coordination of the Household Hazardous Waste program, coordination of the Solid Waste Franchise Agreement, Program Development, Assembly Bill Implementation, and Grant Coordination.

There continues to be a need for SWS's support services. The Public Works Department is satisfied with the quality of professional services provided by SWS and therefore recommends approval of the Amendment No. 1 to the current contract 2019-017, increasing the compensation amount by \$90,000 for a new total not-to-exceed \$119,900.

The City of Goleta under the mandates of CalRecycle, a division of California Environmental Protection Agency, is required to implement, outreach/educate, monitor and report on the community having a proactive solid waste management program. This program must include compliance with the following:

- AB 939: Requires diverting 50% of the waste generated from the landfills. This diversion goal is tracked through coordination with the franchised hauler and Annual Reporting requirements.
- AB 341: Requires mandatory commercial and multi-family recycling. The city is responsible for implementation, outreach/education, monitoring and tracking of this program.
- AB 1826: Requires mandatory commercial and multi-family organics recycling. Organics in the commercial sector includes green waste and food waste and in the multi-family sector includes green waste only.
- CA Green Building Code: Requires the diversion and recycling of construction and demolition debris from all commercial additions or alterations, all residential additions or alterations that add floor space/increase size, all demolition of any structure requiring a permit and all new construction.
- SB 1383 which is in the implementation stage but requires for increased organics collection, edible food recovery programs, specific cart and bin container colors statewide, and includes enforcement with fines. This bill will be effective in 2022.

The efforts required to maintain compliance with the aforementioned laws require the following deliverables:

- Coordination with Santa Barbara County for the Preparation of the Cal Recycle Annual Report.
- Household Hazardous Waste Program Coordination
- Solid Waste Franchise Agreement Coordination
- Program Development:
  - Implementing City's adopted policy for diversion of the Construction and Demolition (C&D) Debris Recycling.
  - Increase Commercial Recycling & Organics Program participation per AB 341 and AB 1826.
  - Assist in expansion of the public outreach programs to the community for all programs
  - Participate in local and regional stakeholder meetings as requested
  - Assist the City in evaluating grants as they become available
  - Assisting City to examine the potential impacts of bans or other material restrictions.
- Grant Coordination:
  - CalRecycle-Beverage Container Recycling Grant
  - Miscellaneous Grants as become available
- Product Bans:
  - Examine the potential impacts of a product or landfill ban, or other measures Styrofoam products.

The Public Works Department is satisfied with the quality of professional services provided by SWS and therefore recommends approval of Amendment No. 1 to the current contract 2019-017 with a termination date of December 31, 2019, increasing the compensation amount by \$90,000 for a revised scope of work with a new total amount not-to-exceed of \$119,900 (Attachment 2).

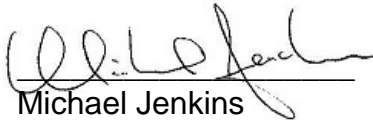
**FISCAL IMPACTS:**

The total cost increase of \$273,970 associated with the amendments for both Dudek and SWS will be supported by Solid Waste (Fund 211) fund balance and will be carried over into FY 19/20. Approximately \$430,100 is available in Solid Waste (Fund 211) fund balance.


<b>Solid Waste and Environmental Program, FY 18/19</b>					
<b>Account</b>	<b>Fund Type</b>	<b>Current FY18/19 Budget</b>	<b>YTD Actual Encumbrances</b>	<b>Additional Appropriation Requested</b>	<b>Total Available Budget</b>
211-5-5900-500	Solid Waste	\$99,800	\$66,900	\$273,970	\$306,870
	<b>Total</b>	<b>\$99,800</b>	<b>\$66,900</b>	<b>\$273,970</b>	<b>\$306,870</b>

**ALTERNATIVES:**

The City Council may elect not to approve Amendments No. 1 to Agreement No 2019-013 and 2019-017 for Professional Services with Dudek and SWS and provide direction to staff appropriate.

**Legal Review By:****Approved By:**


Michael Jenkins  
City Attorney



Michelle Greene  
City Manager

**ATTACHMENTS:**

1. Amendment No. 1 of Agreement No. 2019-013 Dudek, Inc. - MS4 Permit Compliance Program Support
2. Amendment No. 1 of Agreement No. 2019-017 Solid Waste Solutions - Solid Waste Project Management Services
3. Agreement No. 2019-013 Dudek, Inc. - MS4 Permit Compliance Program Support (available online only)
4. Agreement No. 2019-017 Solid Waste Solutions - Solid Waste Project Management Services (available online only)

## **ATTACHMENT 1**

Amendment No. 1 for Agreement No. 2019-013 Dudek, Inc. - MS4 Permit Compliance  
Program Support





**AMENDMENT NO. 1  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
DUDEK**

This **Amendment No. 1** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **DUDEK**, a California Corporation ("Consultant") dated January 31, 2019 ("Agreement," Agreement No. 2019-013) is made this 7th day of May, 2019.

**RECITALS**

**WHEREAS**, this Agreement is for the in-office support of the Phase II Small General Municipal Separate Storm Systems (MS4) Permit compliance Program in conjunction with the MS4 Permit Compliance Program Support project; and

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not-to-exceed \$29,900; and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$183,970 for on-going program support and administration for MS4 Permit Compliance; and

**WHEREAS**, the Agreement between City and Consultant currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services as set forth for Consultant; and

**WHEREAS**, the parties desire to amend Exhibit A of the Agreement by adding MS4 Permit compliance program in-office support and administration as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and

**WHEREAS**, the City Council approved this Amendment No. 1, on this 7th day of May, 2019.

**AMENDED TERMS**

**Now therefore** City and Consultant agree as follows that the Agreement be, and hereby is, amended as follows:

1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$183,970 and to read in its entirety:

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$213,870 (herein "not-to-exceed amount"), and shall be earned as the work progresses.

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

**Exhibit A "Scope of Work"** with **Exhibit A-1 "Scope of Work"** attached hereto and incorporated herein.

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

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

**CITY OF GOLETA**

**CONSULTANT**

\_\_\_\_\_  
Michelle Greene, City Manager

\_\_\_\_\_  
Frank Dudek, PE Chairman of the Board/CEO

**ATTEST:**

\_\_\_\_\_  
Deborah Lopez, City Clerk

\_\_\_\_\_  
Emily Hart, Assistant Secretary

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Winnie Cai, Assistant City Attorney

## **EXHIBIT A-1 SCOPE OF WORK**

Consultant shall be located in the Public Works office providing up to 800 hours a week of MS4 Permit compliance program support from notice to proceed through December 31, 2019. During this time, management, oversight, and technical/regulatory guidance shall be provided by Jane Gray (project manager), and others as needed. Consultant shall report directly to the Public Works Director.

Prior to starting the in-office support, Consultant shall prepare for the job responsibilities by reviewing background materials including the City's recent annual report, trash implementation plan, post-construction BMP requirements for development projects, and additional materials (e.g., annual Public Works budget for the stormwater program) as provided by the City.

Duties for the implementation of Small MS4 Permit compliance program under the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges from Small MS4s. Water Quality Order No. 2013-0001-DWQ and CAS000004 (General Permit) will be as needed and to be decided in coordination with the Public Works Director but shall likely include:

The General Permit requires the development and implementation of Best Management Practices (BMPs) to address the six (6) Minimum Control Measures (MCMs) of the Permit:

- Public Education and Outreach on Storm Water Impacts program
- Public Involvement and Participation program
- Illicit Discharge Detection and Elimination
- Construction Site Storm Water Runoff Control program
- Pollution Prevention/Good Housekeeping for Municipal Operations program
- Post-Construction Storm Water Management in New Development and Redevelopment program

Implementation and effectiveness of these BMPs is tracked and documented in the City of Goleta Storm Water Management Plan Annual Report submitted to the Regional Water Quality Control Board.

To provide support to the City of Goleta for its MS4 Permit compliance program including, but not limited to:

- Implementing and documenting activities for the annual report (including effectiveness measure tracking) for the six (6) (MCMs) listed above;
- Implementing the City's Trash Implementation Plan;
- Participating in stormwater sampling as part of the County-wide Urban Stormwater Monitoring Program; and

- Participating in meetings (e.g., Santa Barbara County Association of MS4 Managers [SBCAMM], Central Coast Regional Water Quality Control Board, internal City/Public Works, and other stormwater meetings).

In addition to the day-to-day MS4 Permit compliance program tasks listed above, Consultant shall, as needed and as budget allows, provide support for long-term special projects. Example tasks may include:

- Discussing scope, budget, schedule, and goals/objectives of the pending **Watershed Management Plan** project with the City Planning Department and summarizing discussions for the Public Works Director to help determine the role of Public Works in the project;
- Evaluating existing stormdrain data that will be used or built upon for the **Stormdrain Master Plan**, identify key data gaps, and clarify project goals/objectives with Public Works Director, to help establish budget, schedule, and scope for the project;
- Strategically advising the Public Works Director on high level stormwater regulatory matters - and key decisions/options available to the City - including TMDLs, trash policy, PEAIIP tracking and modeling requirements, and the pending MS4 Permit renewal; and
- Managing Santa Barbara Channelkeeper's water quality monitoring contract, including review of the project objectives and sampling design/approach.

While implementing the City's MS4 Permit compliance program, Consultant shall track the tasks and responsibilities being conducted to begin developing a clear understanding of the essential duties of the SPM position, including the average time requirement (hrs/week) by category (e.g., illicit discharge investigations, construction inspection, development plan check, municipal facilities inspections). Consultant shall also dedicate efforts to understand and assess the City's various MS4 Permit compliance program implementation workflows.

#### **DELIVERABLES (but not limited to):**

- MS4 Permit compliance program and implementation workflows documents
- the annual report (including effectiveness measure tracking) the six (6) MCMs of the MS4 Permit
- Watershed Management Plan project documents
- Stormdrain Master Plan documents
- TMDLs, trash policy, PEAIIP tracking and modeling requirements, and the pending MS4 Permit renewal
- Santa Barbara Channelkeeper's water quality monitoring contract

## **ATTACHMENT 2**

Amendment No. 1 of Agreement No. 2019-017 Solid Waste Solutions - Solid Waste  
Project Management Services



**AMENDMENT NO. 1  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
SOLID WASTE SOLUTIONS, INC.**

This **Amendment No. 1** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **SOLID WASTE SOLUTIONS, INC.**, a California corporation ("Consultant") dated February 21, 2019 ("Agreement," Agreement No.2019-017) is made this 7<sup>th</sup> day of May, 2019.

**RECITALS**

**WHEREAS**, this Agreement is for on-call solid waste project management services to support the Public Works Department in conjunction with the Solid Waste and Environmental Services Program; and

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not-to-exceed \$29,900; and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$90,000 for continued Solid Waste and Environmental Services Program support for on-call solid waste project management services; and

**WHEREAS**, the Agreement between City and Consultant currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services as set forth for Consultant; and

**WHEREAS**, the parties desire to amend Exhibit A of the Agreement by adding additional services for event coordination, as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and

**WHEREAS**, the City Council approved this Amendment No. 1, on this 7<sup>th</sup> day of May, 2019.

**AMENDED TERMS**

**Now therefore** City and Consultant agree as follows that the Agreement be, and hereby is, amended as follows:

1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$90,000 and to read in its entirety:

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$119,900 (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.

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

**Exhibit A "Scope of Work"** with **Exhibit A-1 "Scope of Work"** attached hereto and incorporated herein.

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



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

**CITY OF GOLETA**

**CONSULTANT**

\_\_\_\_\_  
Michelle Greene, City Manager

\_\_\_\_\_  
Kimberly C. Nilsson, President

**ATTEST:**

\_\_\_\_\_  
Deborah Lopez, City Clerk

\_\_\_\_\_  
Lars J. Nilsson, Vice President

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Winnie Cai, Assistant City Attorney

## **Exhibit A-1**

### **Scope of Work**

Consultant shall provide on-call solid waste project management services to the City of Goleta Public Works Department. Consultant shall report directly to the Public Works Director. Services shall include, but not be limited to:

1. Coordination of the Preparation of the Cal Recycle Annual Report: Consultant shall prepare and submit an annual report including program data on the status of the City's solid waste diversion in accordance with California Assembly Bill 939. Consultant shall gather all disposal and diversion data from the local landfill or reporting agencies, the solid waste haulers and any data regarding City implemented programs that have diverted material from the landfill or instituted policies for more environmental practices. Consultant shall include all required back up documentation, disposal tracking, etc. and review the on-line annual report as prepared by the County.
2. Household Hazardous Waste Program Coordination: Consultant shall ensure that this collection program offered by Santa Barbara County is implemented by the City, advertised and tracked efficiently in accordance with current laws by CalRecycle and/or the EPA.
3. Solid Waste Franchise Agreement Coordination: Consultant shall provide solid waste hauler coordination to ensure that requirements of the solid waste franchise agreements are met such as diversion requirements, quarterly solid waste and diversion reports, public awareness campaigns and advertising programs to educate the public for residential and commercial recycling. These tasks shall be managed by Consultant and approved by City staff.
4. Program Development: Consultant shall assist staff in updating existing City solid waste programs to further increase the diversion of waste from the landfill. These tasks may include but are not limited to:
  - Implementing City's adopted policy for diversion of the Construction and Demolition (C&D) Debris Recycling Program in accordance with the Green Building Code, Commercial Recycling and Organics Program.
  - Participate in local and regional stakeholder meetings as requested.
5. Assembly Bill Implementation: Consultant shall ensure City compliance with California Assembly Bills; AB 341, AB 1826, AB 1594 and SB 1383 to implement new programs for the multi-family and commercial sectors. Tasks for compliance include education/outreach, implementation, tracking and monitoring of said programs. These programs will be monitored annually by CalRecycle for compliance with State Law.

6. Grant Coordination: Consultant shall assist with the coordination of grants including the tracking of expenditures and assist in expending grant funding as required by each grant.
  - CalRecycle-Beverage Container Recycling Grant: Consultant shall review the CalRecycle Beverage Container Recycling funds received and ensure the funds are expended properly.
  - Miscellaneous Grants: Consultant shall assist the City to apply, review or expend funds for any other grants the City may be interested in.
  -
7. Product Bans: Consultant shall assist the City in examining the potential impacts of a product or landfill ban, or other measure Styrofoam products.
8. Event Coordination: SWS shall coordinate the events as required by the City's franchise agreement and as defined by the Public Works Department for all programs, including Mandatory Commercial Recycling and Mandatory Commercial Organics. This work presently includes the following:
  - Beautify Goleta: Task includes the coordination of 6 neighborhood events including advertising, hauler coordination, City staffing needs, outreach material and event staffing.
  - Coastal Clean Ups: Task includes the coordination of 2 Beach events, including advertising, hauler coordination, City staffing needs, outreach material and event staffing.
  - Additional Events: Earth day, etc. Consultant shall provide the same services as all other events.

Consultant shall provide detailed timecards by program monthly to include the following budgeted tasks and deliverables:

Tasks	Budget
Annual Report Preparation and Disposal Tracking	\$ 15,000
Household Hazardous Waste Coordination	\$ 7,500
Solid Waste Franchise Agreement Coordination	\$ 15,000
Program Development: Misc., residential, commercial, C&D, etc.	\$ 31,500
Grant Coordination	\$ 6,000
Product Bans and Special Projects	\$ 15,000
TOTAL	\$90,000

**Exhibit B**  
**Schedule of Fees**

<b>Professional Staff</b>	<b>Hourly Rate</b>
Intern	\$26.00
Clerical / Office Assistant	\$55.00
Recycling Coordinator & Permit Processor	\$73.00
Project Coordinator	\$90.00
Project Management	\$114.00
Senior Manager / Computer Programming / Database Management	\$148.00
Principal	\$170.00



### **ATTACHMENT 3**

Agreement No. 2019-013 Dudek, Inc. - MS4 Permit Compliance Program Support  
(available online only)





Project Name: MS4 Permit Compliance Program Support

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

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 31<sup>st</sup> day of January, 2019, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and DUDEK, a California Corporation (herein referred to as "CONSULTANT").

**WHEREAS**, the CITY has a need for professional MS4 Permit Compliance Program Support services for in-office support of the Phase II Small General Municipal Separate Storm System (MS4) Permit compliance Program; 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 by a competitive Request for Proposals from the CITY's pre-authorized qualified consultants list for various professional services ("short list") and was selected based on its qualifications and experience; and

**WHEREAS**, the City Manager, on this 31<sup>st</sup> day of January, 2019, approved this AGREEMENT and is authorized 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 MS4 Permit Compliance Program Support services in conjunction with the Phase II Small General Municipal Separate Storm System (MS4) Permit compliance Program. Services shall generally include in-office management, oversight, and technical/regulatory

guidance 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 \$29,900 (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 the Public Works

Director 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. All services shall be completed within according to the schedule for delivery of services attached as Exhibit "A" and incorporated herein or as adjusted in writing from the City Public Works Director.

**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. Jane Gray, Senior Project Manager is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

**9. HOLD HARMLESS AND INDEMNITY**

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

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

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

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

## **10. INSURANCE**

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

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 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. 12-87), as issued by the Internal Revenue Service.

**22. NON-APPROPRIATION OF FUNDS**

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



**23. MODIFICATION OF AGREEMENT**

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

**24. USE OF THE TERM "CITY"**

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

**25. PERMITS AND LICENSES**

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates 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: Jane Gray, Project Manager  
DUDEK.  
621 Chapala Street  
Santa Barbara, CA 93101

**31. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES**

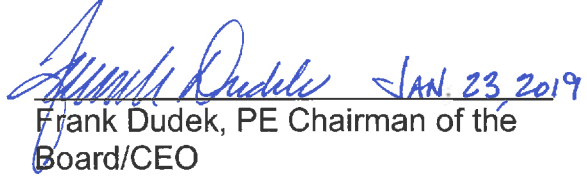
This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

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

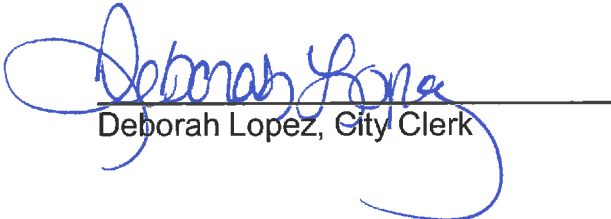
**CITY OF GOLETA**

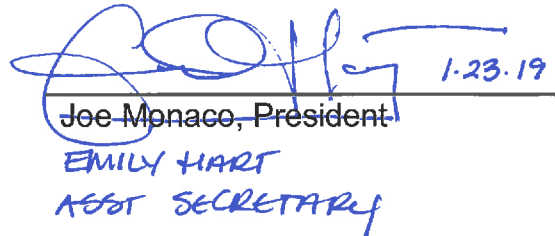
  
Michelle Greene, City Manager

**CONSULTANT**

 JAN. 23, 2019  
Frank Dudek, PE Chairman of the Board/CEO

**ATTEST**

  
Deborah Lopez, City Clerk

 1-23-19  
Joe Monaco, President  
EMILY HART  
ASST SECRETARY

**APPROVED AS TO FORM**

  
Winnie Cai, Assistant City Attorney

## **EXHIBIT A SCOPE OF WORK**

Consultant shall be located in the Public Works office providing up to 20 hours a week of MS4 Permit compliance program support from notice to proceed through February 28, 2019. During this time, management, oversight, and technical/regulatory guidance shall be provided by Jane Gray (project manager), and others as needed. Consultant shall report directly to the Public Works Director.

Prior to starting the in-office support, Consultant shall prepare for the job responsibilities by reviewing background materials including the City's recent annual report, trash implementation plan, post-construction BMP requirements for development projects, and additional materials (e.g., annual Public Works budget for the stormwater program) as provided by the City.

Duties for the implementation of Small MS4 Permit compliance program under the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges from Small MS4s. Water Quality Order No. 2013-0001-DWQ and CAS000004 (General Permit) will be as needed and to be decided in coordination with the Public Works Director but shall likely include:

The General Permit requires the development and implementation of Best Management Practices (BMPs) to address the six (6) Minimum Control Measures (MCMs) of the Permit:

- Public Education and Outreach on Storm Water Impacts program
- Public Involvement and Participation program
- Illicit Discharge Detection and Elimination
- Construction Site Storm Water Runoff Control program
- Pollution Prevention/Good Housekeeping for Municipal Operations program
- Post-Construction Storm Water Management in New Development and Redevelopment program

Implementation and effectiveness of these BMPs is tracked and documented in the City of Goleta Storm Water Management Plan Annual Report submitted to the Regional Water Quality Control Board.

To provide support to the City of Goleta for its MS4 Permit compliance program including, but not limited to:

- Implementing and documenting activities for the annual report (including effectiveness measure tracking) for the six (6) (MCMs) listed above;
- Implementing the City's Trash Implementation Plan;
- Participating in stormwater sampling as part of the County-wide Urban Stormwater Monitoring Program; and

- Participating in meetings (e.g., Santa Barbara County Association of MS4 Managers [SBCAMM]. Central Coast Regional Water Quality Control Board, internal City/Public Works, and other stormwater meetings).

In addition to the day-to-day MS4 Permit compliance program tasks listed above, Consultant shall, as needed and as budget allows, provide support for long-term special projects. Example tasks may include:

- Discussing scope, budget, schedule, and goals/objectives of the pending **Watershed Management Plan** project with the City Planning Department and summarizing discussions for the Public Works Director to help determine the role of Public Works in the project;
- Evaluating existing stormdrain data that will be used or built upon for the **Stormdrain Master Plan**, identify key data gaps, and clarify project goals/objectives with Public Works Director, to help establish budget, schedule, and scope for the project;
- Strategically advising the Public Works Director on high level stormwater regulatory matters - and key decisions/options available to the City - including TMDLs, trash policy, PEAIP tracking and modeling requirements, and the pending MS4 Permit renewal; and
- Managing Santa Barbara Channelkeeper's water quality monitoring contract, including review of the project objectives and sampling design/approach.

While implementing the City's MS4 Permit compliance program, Consultant shall track the tasks and responsibilities being conducted to begin developing a clear understanding of the essential duties of the SPM position, including the average time requirement (hrs/week) by category (e.g., illicit discharge investigations, construction inspection, development plan check, municipal facilities inspections). Consultant shall also dedicate efforts to understand and assess the City's various MS4 Permit compliance program implementation workflows.

#### **DELIVERABLES (but not limited to):**

- MS4 Permit compliance program and implementation workflows documents
- the annual report (including effectiveness measure tracking) the six (6) MCMs of the MS4 Permit
- Watershed Management Plan project documents
- Stormdrain Master Plan documents
- TMDLs, trash policy, PEAIP tracking and modeling requirements, and the pending MS4 Permit renewal
- Santa Barbara Channelkeeper's water quality monitoring contract

# EXHIBIT B SCHEDULE OF FEES

## DUDEK 2019 STANDARD SCHEDULE OF CHARGES

### ENGINEERING SERVICES

Project Director	\$285.00/hr
Principal Engineer III	\$265.00/hr
Principal Engineer II	\$255.00/hr
Principal Engineer I	\$245.00/hr
Program Manager	\$225.00/hr
Senior Project Manager	\$225.00/hr
Project Manager	\$220.00/hr
Senior Engineer III	\$215.00/hr
Senior Engineer II	\$205.00/hr
Senior Engineer I	\$195.00/hr
Project Engineer IV/Technician IV	\$185.00/hr
Project Engineer III/Technician III	\$175.00/hr
Project Engineer II/Technician II	\$160.00/hr
Project Engineer I/Technician I	\$145.00/hr
Project Coordinator	\$115.00/hr
Engineering Assistant	\$110.00/hr

### ENVIRONMENTAL SERVICES

Project Director	\$245.00/hr
Senior Specialist IV	\$220.00/hr
Senior Specialist III	\$220.00/hr
Senior Specialist II	\$200.00/hr
Senior Specialist I	\$190.00/hr
Specialist V	\$180.00/hr
Specialist IV	\$170.00/hr
Specialist III	\$160.00/hr
Specialist II	\$145.00/hr
Specialist I	\$130.00/hr
Analyst V	\$120.00/hr
Analyst IV	\$110.00/hr
Analyst III	\$100.00/hr
Analyst II	\$90.00/hr
Analyst I	\$80.00/hr
Technician IV	\$80.00/hr
Technician III	\$60.00/hr
Technician II	\$70.00/hr
Technician I	\$60.00/hr
Compliance Monitor	\$65.00/hr

### DATA MANAGEMENT SERVICES

GIS Programmer I	\$185.00/hr
GIS Specialist IV	\$160.00/hr
GIS Specialist III	\$150.00/hr
GIS Specialist II	\$140.00/hr
GIS Specialist I	\$130.00/hr
Data Analyst III	\$100.00/hr
Data Analyst II	\$90.00/hr
Data Analyst I	\$80.00/hr
UAS Pilot	\$90.00/hr

### CONSTRUCTION MANAGEMENT SERVICES

Principal/Manager	\$165.00/hr
Senior Construction Manager	\$160.00/hr
Senior Project Manager	\$165.00/hr
Construction Manager	\$155.00/hr
Project Manager	\$145.00/hr
Resident Engineer	\$145.00/hr
Construction Engineer	\$140.00/hr
On-site Owner's Representative	\$140.00/hr
Construction Inspector III	\$130.00/hr
Construction Inspector II	\$120.00/hr
Construction Inspector I	\$110.00/hr
Prevailing Wage Inspector	\$135.00/hr

### HYDROGEOLOGICAL SERVICES

Project Director	\$285.00/hr
Principal Hydrogeologist/Engineer II	\$260.00/hr
Principal Hydrogeologist/Engineer I	\$240.00/hr
Sr. Hydrogeologist IV/Engineer IV	\$225.00/hr
Sr. Hydrogeologist III/Engineer III	\$210.00/hr
Sr. Hydrogeologist II/Engineer II	\$195.00/hr
Sr. Hydrogeologist I/Engineer I	\$185.00/hr
Hydrogeologist VI/Engineer VI	\$165.00/hr
Hydrogeologist V/Engineer V	\$155.00/hr
Hydrogeologist IV/Engineer IV	\$145.00/hr
Hydrogeologist III/Engineer III	\$135.00/hr
Hydrogeologist II/Engineer II	\$125.00/hr
Hydrogeologist I/Engineer I	\$115.00/hr
Technician	\$100.00/hr

### DISTRICT MANAGEMENT & OPERATIONS

District General Manager	\$185.00/hr
District Engineer	\$185.00/hr
Operations Manager	\$180.00/hr
District Secretary/Accountant	\$120.00/hr
Collections System Manager	\$135.00/hr
Grade V Operator	\$125.00/hr
Grade IV Operator	\$110.00/hr
Grade III Operator	\$100.00/hr
Grade II Operator	\$75.00/hr
Grade I Operator	\$70.00/hr
Operator in Training	\$65.00/hr
Collection Maintenance Worker II	\$75.00/hr
Collection Maintenance Worker I	\$65.00/hr

### OFFICE SERVICES

Technical/Drafting/CADD Services	
3D Graphic Artist	\$175.00/hr
Senior Designer	\$165.00/hr
Designer	\$155.00/hr
Assistant Designer	\$150.00/hr
CADD Operator III	\$145.00/hr
CADD Operator II	\$140.00/hr
CADD Operator I	\$125.00/hr
CADD Drafter	\$115.00/hr
CADD Technician	\$110.00/hr

### SUPPORT SERVICES

Technical Editor III	\$145.00/hr
Technical Editor II	\$130.00/hr
Technical Editor I	\$115.00/hr
Publications Specialist III	\$105.00/hr
Publications Specialist II	\$95.00/hr
Publications Specialist I	\$85.00/hr
Clerical Administration	\$90.00/hr

**Peripole Engineering** – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

**Emergency and Holidays** – Minimum charge of two hours will be billed at 1.75 times the normal rate.

**Material and Outside Services** – Subcontractors, rental of special equipment, special reproductions and submittals, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

**Invoicing, Late Charges** – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

**DUDEK**

Effective January 1, 2019

## **ATTACHMENT 4**

Agreement No. 2019-017 Solid Waste Solutions - Solid Waste Project Management Services (available online only)





**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
SOLID WASTE SOLUTIONS, INC.**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 21 day of February, 2019, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **SOLID WASTE SOLUTIONS, INC.**, a California corporation (herein referred to as "CONSULTANT").

**WHEREAS**, the CITY has a need for professional project management support services for the Solid Waste and Environmental Services Program; 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**, CONSULTANT was approved by Council on December 20, 2016 and placed on a short list of pre-approved consultants for project management services after a review of a Request for Qualifications; and

**WHEREAS**, the CITY procured these services in compliance with Goleta Municipal Code Section 3.05.240 by a competitive Request for Proposals from the CITY's pre-authorized qualified consultants list for various professional services ("short list") and was selected based on its qualifications and experience; and

**WHEREAS**, the City Manager, on this 21 day of February, 2019, approved this AGREEMENT and is authorized 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:

On-Call Solid Waste Project Management services to support the Public Works Department. Under the direction and oversight of the Public Works Director, the services shall generally include project management services including, but not limited to, coordination of the preparation of the CalRecycle Annual Report, coordination of the Household Hazardous Waste Program, coordination of the Solid Waste Franchise Agreement, Program Development, Assembly Bill Implementation, and Grant Coordination 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 \$29,900 (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, 2020, 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 the Public Works Director. 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, 2020, 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 according to the schedule for delivery of services attached as Exhibit "A" and incorporated herein or as adjusted in writing from the City Public Works Director.

**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. Kimberly Nilsson is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

## **9. HOLD HARMLESS AND INDEMNITY**

**(a) 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 10 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

**14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

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

**15. AUDIT OF RECORDS**

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

**16. WAIVER; REMEDIES CUMULATIVE**

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other

period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

#### **17. CONFLICT OF INTEREST**

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

#### **18. CONSTRUCTION OF LANGUAGE OF AGREEMENT**

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

#### **19. MITIGATION OF DAMAGES**

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

#### **20. GOVERNING LAW**

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

#### **21. TAXPAYER IDENTIFICATION NUMBER**

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

#### **22. NON-APPROPRIATION OF FUNDS**

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



**23. MODIFICATION OF AGREEMENT**

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

**24. USE OF THE TERM "CITY"**

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

**25. PERMITS AND LICENSES**

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates 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: Kimberly Nilsson  
Solid Waste Solutions, Inc  
25 W. Rolling Oaks Dr., Suite 201  
Thousand Oaks, CA 91361

**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**

  
Michelle Greene, City Manager

**CONSULTANT**


  
Kimberly C Nilsson, President

**ATTEST**

  
Deborah Lopez, City Clerk

  
Lars J. Nilsson, Vice President

**APPROVED AS TO FORM**

  
Winnie Cai, Deputy City Attorney

## **Exhibit A**

### **Scope of Work**

Consultant shall provide on-call solid waste project management services to the City of Goleta Public Works Department. Consultant shall report directly to the Public Works Director. Services shall include, but not be limited to:

1. Coordination of the Preparation of the Cal Recycle Annual Report: Consultant shall prepare and submit an annual report including program data on the status of the City's solid waste diversion in accordance with California Assembly Bill 939. Consultant shall gather all disposal and diversion data from the local landfill or reporting agencies, the solid waste haulers and any data regarding City implemented programs that have diverted material from the landfill or instituted policies for more environmental practices. Consultant shall include all required back up documentation, disposal tracking, etc. and review the on-line annual report as prepared by the County.
2. Household Hazardous Waste Program Coordination: Consultant shall ensure that this collection program offered by Santa Barbara County is implemented by the City, advertised and tracked efficiently in accordance with current laws by CalRecycle and/or the EPA.
3. Solid Waste Franchise Agreement Coordination: Consultant shall provide solid waste hauler coordination to ensure that requirements of the solid waste franchise agreements are met such as diversion requirements, quarterly solid waste and diversion reports, public awareness campaigns and advertising programs to educate the public for residential and commercial recycling. These tasks shall be managed by Consultant and approved by City staff.
4. Program Development: Consultant shall assist staff in updating existing City solid waste programs to further increase the diversion of waste from the landfill. These tasks may include but are not limited to:
  - Implementing City's adopted policy for diversion of the Construction and Demolition (C&D) Debris Recycling Program in accordance with the Green Building Code, Commercial Recycling and Organics Program.
  - Increasing Commercial Recycling & Organics Program participation.
  - Assisting in expansion of public outreach programs to the community for all programs.
  - Participating in local and regional stakeholder meetings as requested.
  - Assisting City in evaluating grants as they become available.
  - Assisting City to examine the potential impacts of a ban, tax, or other measure to restrict the use of Styrofoam products.

5. Assembly Bill Implementation: Consultant shall ensure City compliance with California Assembly Bills; AB 341, AB 1826, AB 1594 and SB 1383 to implement new programs for the multi-family and commercial sectors. Tasks for compliance include education/outreach, implementation, tracking and monitoring of said programs. These programs will be monitored annually by CalRecycle for compliance with State Law.
6. Grant Coordination: Consultant shall assist with the coordination of grants including the tracking of expenditures and assist in expending grant funding as required by each grant.
  - o CalRecycle Used Oil Payment Program (OPP): Consultant shall review and assist City with the CalRecycle Program funding and expenditures of funds received. Consultant shall assist in tracking and annually reporting to the State on the OPP Program expenditures. Consultant shall attend the CalRecycle training sessions as offered.
  - o CalRecycle-Beverage Container Recycling Grant: Consultant shall review the CalRecycle Beverage Container Recycling funds received and expenditures.
  - o Miscellaneous Grants: Consultant shall assist the City to apply, review or expend funds for any other grants the City may be interested in.

Consultant shall provide detailed timecards by program monthly to include the following budgeted tasks and deliverables:

Tasks	Budget
Annual Report Preparation and Disposal Tracking	\$ 5,500
Household Hazardous Waste Coordination	\$ 1,500
Solid Waste Franchise Agreement Coordination	\$ 5,500
Program Development: Misc., residential, commercial, C&D, etc.	\$ 7,500
Assembly Bill Compliance	\$ 5,500
CalRecycle Used Oil Grants / Beverage Grants	\$ 2,500
Miscellaneous Grants	\$ 1,900
TOTAL	\$ 29,900

**Exhibit B**  
**Schedule of Fees**

<b>Professional Staff</b>	<b>Hourly Rate</b>
Intern	\$26.00
Clerical / Office Assistant	\$55.00
Recycling Coordinator & Permit Processor	\$73.00
Project Coordinator	\$90.00
Project Management	\$114.00
Senior Manager / Computer Programming / Database Management	\$148.00
Principal	\$170.00