



**Agenda Item A.3**  
**CONSENT CALENDAR**  
**Meeting Date: March 3, 2020**

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**TO:** Mayor and Councilmembers

**FROM:** Peter Imhof, Planning and Environmental Review Director

**CONTACT:** Anne Wells, Advance Planning Manager  
Andy Newkirk, Senior Planner

**SUBJECT:** Amendment No. 1 to Professional Services Agreement No. 2019-044 for a Creek and Watershed Management Plan with Dudek

**RECOMMENDATION:**

- A. Authorize the City Manager to execute Amendment No. 1 to Professional Services Agreement No. 2019-044 with Dudek to prepare a Creek and Watershed Management Plan (CWMP) revising the scope of work to add a Wildlife Corridor and Riparian Bird Habitat Study and increasing the contract amount by \$60,000 for a total not-to-exceed amount of \$335,000.
- B. Authorize an additional appropriation of \$60,000 from the General Fund Unassigned Fund Balance to Advance Planning Account #101-5-4300-500.

**BACKGROUND:**

The preparation of a Creek and Watershed Management Plan (CWMP) is identified as Implementation Action CE-IA-3 in the Conservation Element of the General Plan/Coastal Land Use Plan (General Plan). Consistent with the General Plan, the focus of the document is to provide detailed standards of acceptable practices for protecting the ecological function, water quality, and drainage and flood control function of Goleta's creeks and watersheds.

On June 4, 2019, the City Council authorized the City Manager to execute a professional services agreement with Dudek to prepare the CWMP. Since that time, work on the CWMP has progressed consistent with existing scope of work, including field studies, a public workshop, a stakeholder meeting, and staff meetings regarding baseline data analysis. Dudek and City staff also hosted a booth at the Lemon Festival and solicited public input through surveys.

## **DISCUSSION:**

In the current agreement with Dudek, Task 3 of the Scope of Work, Field Surveys, includes a Geomorphological Field Assessment, a Hydrological and Water Quality Field Assessment and Data Analysis, and a Biological Field Assessment. The proposed amended Scope of Work includes two additional field survey efforts: A Wildlife Corridor Study and a Riparian Bird Habitat Study. These two efforts, described in more detail below, will provide additional valuable information regarding the biological and ecological functions of City creeks for consideration in the CWMP.

As part of the proposed Wildlife Corridor Study, Dudek biologists would conduct an initial day-time field survey to search for wildlife species and travel routes; and select appropriate camera station locations to record animal movements through each of the City's creeks over time. The amended scope of work also includes a Wildlife Corridor Study Report that would describe the methods and results of all data collected during the field surveys and from camera stations, discuss potential wildlife movement, and present an assessment of the current and potential wildlife movement through each of the City's creeks.

The proposed Riparian Bird Habitat Study would add to the CWMP's biological baseline data. The Dudek biologist would conduct bird surveys across all City creeks to document all bird species utilizing the creeks and assess the habitat potential for each creek to provide suitable cover, feeding, and nesting opportunities for various bird groups. The amended scope of work also includes a Riparian Bird Habitat Report. This Report would document the methods and results of all bird surveys performed, species observed during surveys, and discuss the habitat suitability for various bird groups across all City creeks.

Finally, the proposed contract amendment includes additional funds, in the amount of \$5,000, for additional public outreach as part of the CWMP development process. These funds would support additional informational materials and outreach related to increased scientific information created for the CWMP.

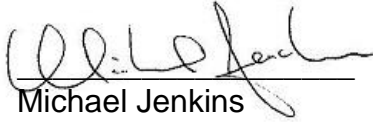
## **FISCAL IMPACTS:**

The current contract not-to-exceed amount is \$275,000 with a proposed increase in \$60,000 for a total for \$335,000. Advance Planning Professional Services Account #101-5-4300-500 has adequate existing balance in Fiscal Year 2019-20 to fund the entirety of the proposed contract amendment. However, the existing balance is earmarked in the budget for specific purposes not associated with the CWMP. As such, staff recommends a one-time budget appropriation of \$60,000 to support this contract amendment from the General Fund's unassigned fund balance. Approximately \$6.5 million is available in the General Fund's unassigned fund balance.


**ALTERNATIVES:**

The City Council may elect not to authorize this contract amendment, in which case staff and consultant would continue to develop the CWMP within the existing scope and budget.

**Legal Review By:**

  
Michael Jenkins  
City Attorney

**Approved By:**

  
Michelle Greene  
City Manager

**ATTACHMENTS:**

1. Amendment No. 1 to Professional Services Agreement No. 2019-044 with Dudek
2. Agreement No. 2019-044 (Available online only)



## Attachment 1

Amendment No. 1 to Professional Services Agreement No. 2019-044 with  
Dudek



**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** ("Consultant") dated June 4, 2019 ("Agreement," Agreement No. 2019-044) is made this \_\_\_\_\_ day of March, 2020.

**RECITALS**

**WHEREAS**, this Agreement is for the preparation of a citywide Creek and Watershed Management Plan; and

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed two hundred seventy-five thousand dollars (\$275,000); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of sixty thousand dollars (\$60,000) for additional and continued tasks for the Creek and Watershed Management Plan; 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 field survey and reporting 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 \_\_\_\_\_ day of March, 2020.

**AMENDED TERMS**

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

1. **Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of sixty thousand dollars 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 \$335,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

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

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

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

\_\_\_\_\_  
Joe Monaco, President

**ATTEST:**

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

\_\_\_\_\_  
Christine Moore, Chief Financial Officer

**APPROVED AS TO FORM**

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

## **EXHIBIT A-1**

### **Scope of Work**

#### **Task 1: Project Kick-Off Meeting**

CONSULTANT shall participate in a project kick-off meeting to begin the collaboration process with the CITY and to develop the framework for the CWMP.

##### *Deliverables:*

- *Identification of key City policies and background documents to understand the setting and context of the CWMP.*
- *Establish protocol for communications between CITY and CONSULTANT and regular status reports and conference calls.*
- *Finetune project timeline.*
- *Further refine primary issues to be discussed and evaluated in the CWMP.*
- *Preliminary agenda for coordination with community groups and other interested parties and public outreach efforts.*

#### **Task 2: Policy and Background Information Review and Preliminary Inventory**

CONSULTANT shall complete a review of the relevant planning and technical documents related to watershed management in the City, the Goleta Municipal Code, the Water Quality Control Plan for the Central Coast Basin (Basin Plan) (RWQCB 2017), and the California Coastal Act. Based on previous work completed in the City of Goleta watersheds, CONSULTANT shall review relevant information, identify data gaps, and develop field protocols to support field work efforts.

##### *Deliverables:*

- *Preliminary inventory for each of the 12 watersheds based on the available geomorphological, hydrological, biological, ecological, water quality, and functional assessment data.*

#### **Task 3: Field Surveys**

CONSULTANT shall conduct focused field surveys to prepare assessments of geomorphological, hydrological and water quality, and biological conditions in the City's creek corridors. In addition, field work will include wildlife corridor and riparian bird habitat surveys.

##### *Deliverables:*

- ***Geomorphological Field Assessment*** - *examine stream reaches to support classification of reaches into similar geomorphic function or physical condition categories, characterization of each system as part of development of the CWMP document and formulation of potential management recommendations to protect or improve specific areas based on existing geology, soils and geomorphic conditions.*

- **Hydrological and Water Quality Field Assessment and Data Analysis** - identify the water quality priorities within each of the watersheds located within the City to determine current and potential future impacts associated with City activities and on receiving water beneficial uses that will be addressed by the CWMP.
- **Biological Field Assessment** – determine existing baseline conditions for each watershed, including habitat conditions for listed and special-status plant and wildlife species, and complete ecological assessments of the creek and riparian corridors.
- **Wildlife Corridor Report** – The report will describe the methods and results of all data collected during wildlife corridor field surveys and from camera stations, discuss potential wildlife movement, and present an assessment of the current and potential wildlife movement through each of the City's creeks. As appropriate, the report will also briefly discuss wildlife corridors in general and provide any recommended measures or considerations for future creek management actions, which would be included in the CWMP. The report will include figures, including a figure displaying the locations and recording direction of each camera stations. The development of the report includes the delivery of a draft report and incorporation of one round of reasonable edits requested by the City.
- **Riparian Bird Habitat Report** – The report will describe the methods and results of all bird surveys performed, species observed during surveys, and discuss the habitat suitability for various bird groups across all City creeks. The report will also briefly discuss habitat suitability characteristics for various bird groups in general and provide any recommended measures or considerations for future creek management actions. The report will include figures, including a figure displaying the locations of any observed special-status or obligate-riparian species. The development of the report includes the delivery of a draft report and incorporation of one round of reasonable edits requested by the City.

#### **Task 4: Planning and Public Outreach**

CONSULTANT shall lead public information and outreach efforts throughout the development of the CWMP. CONSULTANT shall also begin scoping of and preliminary California Environmental Quality Act (CEQA) analysis.

##### *Deliverables:*

- *Communication and Engagement Plan* outlining the process for stakeholder engagement; the types, levels, and timing of communication and engagement; and the roles and responsibilities of everyone involved in the preparation of the CWMP.
- *Preliminary environmental review scoping and identification of proper document to be compliant with the CEQA.*

#### **Task 5: Draft Creek and Watershed Management Plan**

CONSULTANT shall prepare the Draft CWMP based on the data research, field work, and public outreach efforts described in Tasks 2-4. The draft CWMP will be a

comprehensive document that will guide City projects, as well as projects permitted by the City, with the goal of protecting ecological functions and services, water quality, drainage, and flood control function, in accordance with the City of Goleta General Plan/ Coastal Land Use Plan Implementation Action CE-IA-3 and Policy CE 10. CONSULTANT shall also perform research, background documentation, and analysis needed for the required CEQA document.

*Deliverables:*

- *Draft CWMP which includes:*
  - *Inventories of the physical and natural features, surrounding land uses, waterbody conditions, and pollutant sources associated with each watershed;*
  - *Implementation program including specific tasks and schedule to achieve the goals of the CWMP for each watershed;*
  - *Prioritization of tasks based on the results of the background information review and analysis, the results of public outreach, and focused assessment data; and*
  - *Identification of potential funding mechanisms to implement specific tasks and management strategies will be included as part of the CWMP.*
- *Draft CEQA document*

**Task 6: Project Management**

CONSULTANT shall oversee coordination of staff, schedule, budget, plan requirements, and quality assurance/quality control.

*Deliverables:*

- *Weekly emailed project updates.*
- *Monthly progress reports.*
- *Project management team meetings.*
- *Presentations and workshops at Technical Advisory Committee, Planning Commission, and City Council meetings.*

**Task 7: Final Creek and Watershed Management Plan**

CONSULTANT shall address public comments received and finalize the CWMP and required CEQA document.

*Deliverables:*

- *Final CWMP*
- *Final CEQA Document*

## Attachment 2

Agreement No. 2019-044 (Available online only)



Project Name: Creek and Watershed  
Management Plan

**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 4<sup>th</sup> day of June, 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 environmental and planning consulting services for the Creek and Watershed Management Plan Project (herein referred to as "CWMP"); 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.F by a competitive Request for Qualifications/Request for Proposals process; and

**WHEREAS**, the City Council, on this 4<sup>th</sup> day of June 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 environmental and planning consulting services shall generally include background studies and the development of CWMP 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 \$275,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

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

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

### **4. EXTRA SERVICES**

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

### **5. CITY PROJECT MANAGER AND SERVICES BY CITY**

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Anne Wells, Advance Planning Manager. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.



**6. TERM, PROGRESS AND COMPLETION**

The term of this AGREEMENT is from the date first written above to June 30, 2021, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

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

**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. Randall McInvale 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. October 2018), as issued by the Internal Revenue Service.

**22. NON-APPROPRIATION OF FUNDS**

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

**23. MODIFICATION OF AGREEMENT**

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

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

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

## 25. PERMITS AND LICENSES

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this AGREEMENT.

## 26. CAPTIONS

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

## 27. AUTHORIZATION

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

## 28. ENTIRE AGREEMENT BETWEEN PARTIES

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

## 29. PARTIAL INVALIDITY

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

## 30. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Attention: Michelle Greene, City Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117


TO CONSULTANT: John H. Davis IV  
Dudek  
621 Chapala St.  
City of Goleta  
PER Department and Dudek  
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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.

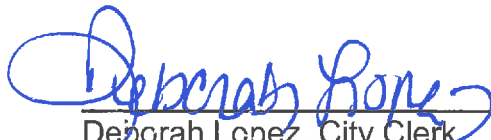
**CITY OF GOLETA**

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

**CONSULTANT**


  
\_\_\_\_\_  
for Joe Monaco, President **Dudek Frank Dudek**  
6-10-2019 **Chairman / CEO**

**ATTEST**

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

  
\_\_\_\_\_  
Christine Moore, Chief Financial Officer

**APPROVED AS TO FORM**

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



## **EXHIBIT A**

### **Scope of Work**

#### **Task 1: Project Kick-Off Meeting**

CONSULTANT shall participate in a project kick-off meeting to begin the collaboration process with the CITY and to develop the framework for the CWMP.

##### *Deliverables:*

- *Identification of key City policies and background documents to understand the setting and context of the CWMP.*
- *Establish protocol for communications between CITY and CONSULTANT and regular status reports and conference calls.*
- *Finetune project timeline.*
- *Further refine primary issues to be discussed and evaluated in the CWMP.*
- *Preliminary agenda for coordination with community groups and other interested parties and public outreach efforts.*

#### **Task 2: Policy and Background Information Review and Preliminary Inventory**

CONSULTANT shall complete a review of the relevant planning and technical documents related to watershed management in the City, the Goleta Municipal Code, the Water Quality Control Plan for the Central Coast Basin (Basin Plan) (RWQCB 2017), and the California Coastal Act. Based on previous work completed in the City of Goleta watersheds, CONSULTANT shall review relevant information, identify data gaps, and develop field protocols to support field work efforts.

##### *Deliverables:*

- *Preliminary inventory for each of the 12 watersheds based on the available geomorphological, hydrological, biological, ecological, water quality, and functional assessment data.*

#### **Task 3: Field Surveys**

CONSULTANT shall conduct focused field surveys to prepare assessments of geomorphological, hydrological and water quality, and biological conditions in the City's creek corridors.

##### *Deliverables:*

- ***Geomorphological Field Assessment*** - *examine stream reaches to support classification of reaches into similar geomorphic function or physical condition categories, characterization of each system as part of development of the CWMP document and formulation of potential management recommendations to protect or improve specific areas based on existing geology, soils and geomorphic conditions.*

- **Hydrological and Water Quality Field Assessment and Data Analysis** - identify the water quality priorities within each of the watersheds located within the City to determine current and potential future impacts associated with City activities and on receiving water beneficial uses that will be addressed by the CWMP.
- **Biological Field Assessment** – determine existing baseline conditions for each watershed, including habitat conditions for listed and special-status plant and wildlife species, and complete ecological assessments of the creek and riparian corridors.

#### **Task 4: Planning and Public Outreach**

CONSULTANT shall lead public information and outreach efforts throughout the development of the CWMP. CONSULTANT shall also begin scoping of and preliminary California Environmental Quality Act (CEQA) analysis.

##### *Deliverables:*

- *Communication and Engagement Plan* outlining the process for stakeholder engagement; the types, levels, and timing of communication and engagement; and the roles and responsibilities of everyone involved in the preparation of the CWMP.
- *Preliminary environmental review scoping and identification of proper document to be compliant with the CEQA.*

#### **Task 5: Draft Creek and Watershed Management Plan**

CONSULTANT shall prepare the Draft CWMP based on the data research, field work, and public outreach efforts described in Tasks 2-4. The draft CWMP will be a comprehensive document that will guide City projects, as well as projects permitted by the City, with the goal of protecting ecological functions and services, water quality, drainage, and flood control function, in accordance with the City of Goleta General Plan/Coastal Land Use Plan Implementation Action CE-IA-3 and Policy CE 10. CONSULTANT shall also perform research, background documentation, and analysis needed for the required CEQA document.

##### *Deliverables:*

- *Draft CWMP which includes:*
  - *Inventories of the physical and natural features, surrounding land uses, waterbody conditions, and pollutant sources associated with each watershed;*
  - *Implementation program including specific tasks and schedule to achieve the goals of the CWMP for each watershed;*
  - *Prioritization of tasks based on the results of the background information review and analysis, the results of public outreach, and focused assessment data; and*

- *Identification of potential funding mechanisms to implement specific tasks and management strategies will be included as part of the CWMP.*
- *Draft CEQA document*

### **Task 6: Project Management**

CONSULTANT shall oversee coordination of staff, schedule, budget, plan requirements, and quality assurance/quality control.

#### *Deliverables:*

- *Weekly emailed project updates.*
- *Monthly progress reports.*
- *Project management team meetings.*
- *Presentations and workshops at Technical Advisory Committee, Planning Commission, and City Council meetings.*

### **Task 7: Final Creek and Watershed Management Plan**

CONSULTANT shall address public comments received and finalize the CWMP and required CEQA document.

#### *Deliverables:*

- *Final CWMP*
- *Final CEQA Document*

## EXHIBIT B Schedule of Fees

### 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	\$230.00/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	\$90.00/hr
Technician III	\$80.00/hr
Technician II	\$70.00/hr
Technician I	\$60.00/hr
Compliance Monitor	\$95.00/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	\$100.00/hr

### Construction Management Services

Principal/Manager	\$195.00/hr
Senior Construction Manager	\$180.00/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	\$195.00/hr
District Engineer	\$185.00/hr
Operations Manager	\$160.00/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	CADD Drafter	\$115.00/hr
		CADD Technician	\$110.00/hr
<b>Office Services</b>		<b>Support Services</b>	
<i>Technical/Drafting/CADD Services</i>			
3D Graphic Artist	\$175.00/hr	Technical Editor III	\$145.00/hr
Senior Designer	\$165.00/hr	Technical Editor II	\$130.00/hr
Designer	\$155.00/hr	Technical Editor I	\$115.00/hr
Assistant Designer	\$150.00/hr	Publications Specialist III	\$105.00/hr
CADD Operator III	\$145.00/hr	Publications Specialist II	\$95.00/hr
CADD Operator II	\$140.00/hr	Publications Specialist I	\$85.00/hr
CADD Operator I	\$125.00/hr	Clerical Administration	\$90.00/hr

**Forensic 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 blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

**Travel Expenses** – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost

**Invoices, 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.