



TO: Mayor and Councilmembers

FROM: Jaime Valdez, Interim Neighborhood Services and Public Safety Director

CONTACT: Claudia Dato, Senior Project Manager
Laura Bridley, Contract Planner

SUBJECT: Professional Services Agreement with Earth Systems Pacific for Fire Station 10 Geotechnical Services

RECOMMENDATION:

Authorize the City Manager to execute Professional Services Agreement No. 2021-____ between the City of Goleta and Earth Systems Pacific for professional geotechnical engineering services for Fire Station 10 in a not-to-exceed amount of \$145,000.

BACKGROUND:

With the approval of the Coastal Development Permit last fall, the Fire Station 10 (FS10) project has moved into the final design/engineering phase and preparation of construction documents. Although work on this has already begun, recently there have been a few contract related items needed to complete this process prior to the start of construction. The final of these is a new agreement for geotechnical services. At the City Council meeting of April 6, 2021, the City Council authorized the City Manager to prepare a Professional Services Agreement between the City of Goleta and Earth Systems Pacific for professional geotechnical engineering services for the Fire Station 10 project. The City Council was told that staff would bring forward the actual agreement for City Council consideration and approval and is doing so now. At that time, the City Council was asked to approve up to \$140,000. Since that meeting, staff learned that the 2017 geotechnical report prepared by Leighton and Associates needed to be updated due revisions in the California Building Code in 2019, including some related to seismic requirements. Staff is now proposing a not-to-exceed contract amount of \$145,000 to cover the update of the 2017 geotechnical report.

In late November 2020, Neighborhood Services and Public Safety (NSPS) staff issued a Request for Qualifications/Proposals to several firms on the City's pre-qualified consultants list for geotechnical services. The City received four responses: Leighton Consulting, Twining, NV5 Consulting and Earth Systems.

DISCUSSION:

A professional geotechnical firm is needed to conduct geotechnical review of the final civil and structural engineering plans and specifications, and to conduct geotechnical observations and testing during construction. Typically, the design team does not include the geotechnical engineer, which is normally brought in as an independent third party to review some of the work of the design team and construction phase. This work includes full-time observation during drilling of the slope stabilization tangent wall piles, observation and testing during site earthwork operations, storm water infiltration testing, geotechnical laboratory testing of fill soils, concrete, mortar and other materials, and pavement observation and testing, among other things.

Multiple City staff from NSPS and the Public Works Department evaluated in the statements of qualifications/proposals in detail according to the City's standard evaluation form, and in doing so, ranked the firms. The design team led by KBZ, including the civil engineering subconsultant (Flowers & Associates), also weighed in based on their past experiences working with the firms, and after reviewing the responses as well. Although the top three firms were very qualified, everyone involved with the evaluation process ranked Earth Systems Pacific as the top firm. Leighton Consulting, the firm that did the initial geotechnical report for the site, came in a close second, but Earth Systems Pacific was ranked slightly higher having designed the slope stabilization wall system on the adjoining Hideaways project. The conditions on the FS10 site are identical in terms of the need to stabilize this steep embankment above the UPRR railroad tracks. In addition, Public Works staff felt that because Leighton had performed the original geotechnical work, it would be better to not have them do the review and subsequent testing and construction coordination; that it is best to have a new "set of independent eyes" on the project. Earth Systems Pacific is a big geotechnical firm with a vast amount of experience, including with UPRR, and have deep resources if required. Finally, although cost proposals were not reviewed until after all the firms were reviewed and ranked, at just under \$145,000 Earth Systems Pacific came in at a lower cost than Leighton (nearly \$161,000).

FISCAL IMPACTS:

The FY 2020-21 Budget includes sufficient funds to cover the \$145,000 geotechnical contract. No additional appropriations are necessary. Funding for the agreement is supported by the City's Fire Development Impact Fee (DIF), Fund 229, account number 229-90-9025-57070, which includes a carryover of over \$614,000 with an available balance of \$147,609 for design and engineering of Fire Station 10. Staff will be initiating a larger discussion with City Council over construction funding/financing at a later City Council meeting. Staff is still in the process of exploring options for funding and financing the construction phase of the project, expected to begin in spring 2022.

ALTERNATIVES:

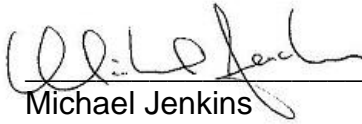
The City Council can elect not to approve the Earth Systems Pacific agreement for geotechnical services in which case the next steps in the design development and construction processes for Fire Station 10 will not be able to be completed. Alternatively, the City Council could direct that Leighton Consulting be selected.

Reviewed By:



Kristine Schmidt
Assistant City Manager

Legal Review By:



Michael Jenkins
City Attorney

Approved By:



Michelle Greene
City Manager

ATTACHMENTS:

1. Professional Services Agreement No. 2021-__ between the City of Goleta and Earth Systems Pacific
2. Proposal from Earth Systems Pacific dated November 19, 2020

ATTACHMENT 1

Agreement for Professional Design Services between the City of Goleta
and Earth Systems Pacific

Project Name: Geotechnical Services for Fire Station 10

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

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 4th day of May, 2021, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **EARTH SYSTEMS PACIFIC**, a California Corporation (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional geotechnical consulting services for the Fire Station 10 project; and

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

WHEREAS, CONSULTANT represents that they are sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the CITY; and

WHEREAS, the CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260 by conducting a competitive request for qualifications process; and

WHEREAS, the City Council, on this 4th day of May, 2021, approved this AGREEMENT and authorized the City Manager to execute this AGREEMENT per the Goleta Municipal Code 3.05.240.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional Geotechnical Consulting Services for the Fire Station 10 Project, shall generally include geotechnical review, geotechnical observations and materials testing 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 **\$145,000** (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, 2022, 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 Jaime Valdez. 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, 2022, 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. Patrick (Pat) Boales, Senior Engineering Geologist and Anthony (Tony) Mazzei, Senior Geotechnical Engineer, are deemed to be specially experienced and are key members of CONSULTANT's firm and shall be directly involved in the performance of this work. These key persons shall communicate with, and periodically report to, CITY on the progress of the work. Should either 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 general 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.

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. NONDISCRIMINATION

CONSULTANT shall not discriminate on the basis of race, color, gender, gender identity/expression, pregnancy, sexual orientation, disability, marital status, or any other characteristic protected under applicable federal or state law.

22. 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.

23. 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.

24. 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.

25. USE OF THE TERM "CITY"

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. NOTICES

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

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

TO CONSULTANT: Attention: Patrick Boales, Senior Vice-President
Earth Systems Pacific
1731-AWalter Street
Ventura, CA 93003

32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

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

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

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Anthony Mazzei, Managing Principal

ATTEST

Deborah Lopez, City Clerk

Todd Tranby, Vice President

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:

Winnie Cai

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Winnie Cai, Assistant City Attorney

Exhibit "A"

Scope of Work

Geotechnical tasks for Fire Station 10 during this phase of the project shall include, but not necessarily be limited, to:

1. **Geotechnical Report Update:** Consultant shall update the 2017 Geotechnical Report and recalculate the seismic design values to comply with the current code(s) in effect.
2. **Geotechnical Review:** Consultant shall conduct geotechnical of the final civil and structural engineering plans and specifications; stamp and sign the plans and provide a memo summarizing plan review for the City of Goleta.
3. The following **Geotechnical Observation and Testing** shall also be included:
 - a. **Tangent Wall Pile Drilling Observation and Testing:** In accordance with City of Goleta requirements, during construction operations Consultant shall provide a special inspector to observe the drilling and completion of the secant (tangential) pile wall along the northern pad edge of the site. The inspector shall verify plumbness and embedment depths with respect to the project plans. The inspector shall obtain samples of the concrete and grout as appropriate and return them to Consultant's laboratory for testing.
 - b. **Earthwork Observation and Testing:** During the grading phase of the project, Consultant shall provide a Certified Engineering Geologist to observe and approve over-excavation bottoms prior to placement of compacted fill. Consultant shall provide a technician to observe earthwork operations on a full-time basis and test compaction to verify compliance with the project plans and geotechnical reports. Consultant shall provide estimates of yardage involved within the grading operations as they are actually performed by measuring areas and depths of over-excavation and re-compaction, if requested by the City. Consultant's technician shall also test compaction of pavement subgrade soils and aggregate base materials.

Any overexcavation bottom areas shall be observed and approved by a California Certified Engineering Geologist (CEG) prior to placement of artificial fill. The artificial fill operations shall be observed and tested to verify that fill soils are compacted to a minimum of 90 percent relative density in accordance with ASTM D1557.
 - c. **Infiltration Testing:** Consultant (or subconsultant) shall utilize a drilling rig to advance two sets of two borings for use in infiltration testing in the two site areas where storm water infiltration is proposed, which is expected to

be in the southwestern area of the site based on the current site plan. Consultant's staff shall log the borings, prepare them by placing perforated pipe and gravel, and premoisten the holes. On the following day, Consultant's technician shall perform infiltration testing in accordance with County of Santa Barbara guidelines. A report documenting the test results and design infiltration rates shall be prepared and distributed to the appropriate members of the design team and City staff.

- d. **Geotechnical Laboratory Testing:** Consultant shall perform laboratory tests on soils involved in the grading, and on construction materials used to construct the project. Soil tests shall include but may not be limited to modified proctor compaction tests (i.e. maximum density – optimum moisture per ASTM Test Method D1557 (4)), particle size per ASTM D 6913 / CTM 202 (1), sand equivalent per ASTM D 2419 / CTM 217 (1), and resistance (R) value tests per ASHTO T190 / ASTM D2844 / CTM 301 (1). Materials tests shall include but may not be limited to unconfined compressive strength of concrete cylinders, mortar and grout prisms, and CMU prisms. In addition, tensile and bend tests shall be performed on reinforcing steel samples.
 - e. **Pavement Subgrade and Base Course Preparation:** Consultant shall observe preparation of the pavement subgrades and base course. Pavement subgrade and base compaction shall be tested to verify a minimum of 95 percent relative compaction in accordance with ASTM D 1557.
 - f. **Pavement Observation and Testing:** Consultant shall provide full time observation and testing during placement of concrete pavement. Consultant shall provide an ACI-certified concrete inspector at the site to observe placement of the concrete pavement, monitor temperature during placement and collect concrete samples for compressive strength testing. At this time exact dimensions and quantities of concrete pavement has not been made available.
4. The following **Materials Testing, and Special Inspections and Testing** shall also be included:
- a. **Materials Laboratory Testing:** Consultant's qualified and certified special inspectors shall provide inspection services specific to the appropriate trade, including reinforced concrete, reinforced masonry, structural steel, welding, fire proofing, and anchor installations. For concrete and grout placement, batch plant inspections shall likely be required, and that on-site sampling rates shall be one set of samples per 50 cubic yards of material, as per DSA requirements. For all of the various types of work, the special inspector shall be tasked with verifying that the work is in compliance with

the project plans and specifications. It is anticipated that the following tests will be needed:

- 1) Concrete Cylinders Compression per ASTM C39 (Qty. 120)
 - 2) Non-Shrink Grout Cubes per ASTM C109 / C 1107 (Qty. 6)
 - 3) Concrete Masonry Units – prisms per ASTM C1314 (Qty. 4 sets of 3 prisms each)
 - 4) CMU Mortar and Grout per ASTM C1019 / C780 (Qty. 24)
 - 5) Reinforcing Steel per ASTM A615 (Qty. 24)
- b. **Special Inspections and Testing:** At this time construction documents are not available, but Consultant shall provide a full-service special inspection including reinforced concrete, reinforced masonry, steel, welding, bolting, post-installed anchors, wood framing and other special inspections as required by the final construction materials and methods.
- c. **Daily Field Reports and Documentation:** Consultant's field technicians shall complete a Daily Field Report (DFR) each day that will document the on-site activities of Consultant's personnel and associated test results. A Daily Field Report shall be provided to the City or City's representative on a daily basis.
5. **Project Management:** Project management shall be performed by Consultants senior professionals. Tasks shall include reviewing daily field reports, test results, providing engineering guidance and/or consultation to field staff, City representatives, and construction management staff, as deemed necessary. The project management staff shall attend the pre-construction meeting, as well as meetings requested by the construction management firm, City staff, or the design team.
- Supervision QA/QC and project management shall be provided by a licensed Professional Engineer (PE) and Materials Testing Manager, as appropriate.
6. **Reporting:** Consultant shall provide final reports documenting the construction activities at the site, including:
- a. A final pile drilling report that summarizes the drilling activities and reported drilling depths for all piles for the tangent wall.
 - b. A final as-built report documenting earthwork activities, including a summary of Consultant's density test results and a map showing approximate density test locations.
 - c. A materials report summarizing materials laboratory testing.
7. **Meetings:** Consultant's project manager shall attend one kick off meeting at the beginning of the final design phase. Consultant's project manager and field operations manager shall also attend one pre-construction meeting before the

start of construction. It is assumed that the meetings will each take approximately 1.5 hours of conferencing and/or onsite time.

The selected consultant shall be prepared to provide the entire scope of services listed above and shall coordinate with the project design team as needed to complete the work.

Exhibit B Schedule of Fees

FEE SCHEDULE Effective September 1, 2020

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

HOURLY CHARGES FOR PERSONNEL

Word Processing and Reproduction	\$50.00	Laboratory	\$100.00
Technician – Field/Lab (non PW)	\$87.00	Technician Drafter	\$100.00
Group 1 for Prevailing Wage projects	\$103.00	Staff Professional	\$150.00
Special Inspector (non PW)	\$95.00	Project Professional	\$170.00
Group II for Prevailing Wage projects	\$117.00	Senior Professional	\$190.00
Special Inspector Group III	\$Per Quote	Associate	\$210.00
		Principal Professional	\$220.00

BASIS OF CHARGES

1. Field technician services for non-prevailing wage projects on regular work days will be subject to a 2-hour minimum charge, and billed in 2-hour increments. Special inspection services and all prevailing wage project services will be subject to a 4-hour minimum charge, and billed in 4-hour increments. Hourly charges will accumulate on a portal-to-portal basis. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge. A 2-hour cancellation charge will apply if scheduled inspection or testing is cancelled after 3 p.m. the day prior to the scheduled work. Saturdays, night work, and premium hours (before 7 a.m., after 5 p.m. or in excess of 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time.
2. The prevailing wage rates presented above are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, the quoted rates will be adjusted to correspond to the change. Also, please note that requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
3. Nuclear gauge charge: \$12.50/hour.
4. Mileage zone charge (portal to portal): \$20 within 10 miles, \$40 within 20 miles, \$60 within 30 miles, \$80 within 40 miles, \$100 within 50 miles. For more remote sites, a

quote can be provided.

5. Subcontractors (except Special Inspectors) and other expenses will be charged at cost plus 20 percent.

6. Out of town travel and expenses will be charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.

7. Minimum report charge: \$150.00.

8. Invoices are payable upon presentation. Invoices thirty days past due will be subject to a service charge of one and one-half percent per month.

9. Fees for depositions, hearings, or and court appearances (as Expert Witness) are listed on a supplemental fee schedule.

10. Due to State regulations requiring electronic submittal of Certified Payroll to DIR for prevailing wage projects, a fee of \$75 per project will be assessed twice a month.

11. Payments using a credit card will be assigned a 3% convenience fee.

SUBCONTRACTED SERVICES

Subcontracted services are to be billed at cost plus 20%. Subcontracted services include, but are not limited to, consultants' fees, equipment rental (such as drilling, trenching and special access equipment), materials, freight, outside laboratory tests, aerial photographs, permit fees, and incidental expenses. Subcontracted services do not include subcontracted Special Inspectors, who will be billed at the rates shown on Page 1 of this Fee Schedule.

SPECIAL FIELD SERVICES

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

ENVIRONMENTAL SERVICES

Rates for environmental sampling, safety, and testing equipment can be provided on request. All rentals or purchases of required equipment and supplies, as well as subcontracted services, will be invoiced at cost plus 20%. Testing of contaminated soil will be per quote. Contaminated samples will be returned to sender for proper disposal.

SOILS LABORATORY FEES

Atterberg Limits/Plasticity Index (ASTM D 4318):	\$250.00
California Bearing Ratio, 3 points (ASTM D 1883)	\$750.00
California Impact (CT 216)	\$250.00
Consolidation, one dimensional (ASTM D 2435)	\$250.00
Consolidation, timed, per point	\$85.00
Corrosivity Tests (EPA 300)	\$200.00
Direct Shear, per point, 3 points minimum (ASTM D 3080)	\$125.00
Expansion Index Test (ASTM D 4829)	\$200.00
Hydrocollapse Potential Test (ASTM D 5333)	\$125.00
Long Hydrometer Analysis, assumed specific gravity, with 200 wash (ASTM D 422, CT 203)	\$300.00
Maximum Density and Optimum Moisture: 4" Mold (ASTM D 1557)	\$260.00

6" Mold (ASTM D 1557)	\$310.00
Moisture and Unit Weight Determination, from ring samples (ASTM D 2937)	\$40.00
Moisture Only (ASTM D 2216)	\$30.00
Permeability Tests, constant head, falling head (EPA 9100)	Per Quote
R-Value (ASTM D 2844, CT 301)	\$420.00
Sand Equivalent (ASTM D 2419, CT 217)	\$135.00
Short Hydrometer, assumed specific gravity, with 200 wash (ASTM D 422)	\$200.00
Sieve Analysis with 200 wash (ASTM D 1140, CT 202)	\$200.00
Sieve Analysis without 200 wash, Aggregate Base or Sub-base	\$135.00
Sieve Analysis of Oversize Material	Per Quote
Specific Gravity (ASTM D 854)	\$150.00
Unconfined Compressive Strength, untreated (ASTM D 2166)	\$150.00

MATERIALS LABORATORY TESTING FEES

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

AGGREGATE

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

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders, includes disposal fee and report after 28 days (ASTM C 39)	\$35.00
Compression Test of Cored Samples, does not include coring, but includes disposal fee (ASTM C 42)	\$75.00
Grading of Shotcrete Cores, does not include coring (ACI 506.2)	\$100.00
Compression Test of Lightweight Concrete (ASTM C 495)	\$45.00

Density of Concrete Cylinders (ASTM C 138)	\$70.00
Density of Hardened Concrete (ASTM C 642)	\$100.00
Shrinkage of Beams, set of 3 (ASTM C 157)	\$410.00
Flexural Strength, Simple Beam with Third Point Loading (ASTM C 78, CT 523)	\$175.00
Unit Weight of Lightweight Concrete (ASTM C 567)	\$125.00
Disposal/Recycling Fee, per shotcrete panel or beam	\$5.00

MASONRY

Absorption of Block, set of 3 (ASTM C 140)	\$160.00
Compression Test on Block, set of 3 (ASTM C 140)	\$160.00
Compression Test on Grouted Prisms, includes cutting and disposal fee (ASTM C 1314).....	\$300.00
Compression Test on Masonry Cores (ASTM C 140)	\$75.00
Compression Test, 2" x 4" Mortar Cylinders (ASTM C 780)	\$40.00
Compression Test, 3" x 3" x 6" Grout Samples (ASTM C 1019)	\$40.00
Moisture Content of Block as received, set of 3 (ASTM C 140)	\$100.00
Shear Test on Masonry Cores, 2 faces	\$150.00
Unit Weight of Block, set of 3 (ASTM C 140)	\$160.00
Coring of Grouted Masonry by Subcontractor	cost + 20%
Disposal/Recycling Fee, per untested masonry prism	\$2.00

ASPHALTIC CONCRETE

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

Bulk Specific Gravity of Core Samples (ASTM D 2726 and 1188, CT 308)	\$50.00
California Kneading Compactor (Hveem LTMD) Max Density on set of 3 (CT 308)	\$400.00
Extraction of Oil from AC Mixtures	\$250.00
Extraction of Oil from Rubberized Mixtures (ASTM C 2172)	\$315.00
Gyratory Compactor, field mixed asphalt (AASHTO 3112)	\$400.00
Hamburg Wheel Tracker Test, per set of field mixed asphalt (AASHTO 324)	\$750.00
Hazardous Waste Handling Charge for Extracted Oils	\$30.00
Ignition Oven Binder Content Correction Value, per mix (ASTM D 6307)	\$850.00
Ignition Oven Binder Content after initial correction value is determined	\$170.00
Ignition Oven Gradation Correction Value, per mix	Per Quote
Ignition Oven Gradation after initial correction value is determined	\$270.00
Sieve Analysis of Extracted Aggregate (ASTM C 5444)	\$210.00
Specific Gravity, Theoretical Maximum, Rice Method (ASTM D 2041, CT 309) ...	150.00
Stabilometer (Hveem S-Value), set of 3 (ASTM D 1560, CT 366)	\$150.00*

* Fee assumes CT 308 is run concurrently

MISCELLANEOUS TESTING AND EQUIPMENT CHARGES

Anchor Pull Test Equipment.....	\$100/day
High Strength Bolt, Nut, Washer Testing	Per Quote
Manometer (Liquid Level) Survey Equipment	\$100/day
Nuclear Gauge.....	\$12.50/hr.

Pachometer (James R Meter)	\$200/day
Pile Load Test Equipment	Per Quote
Reinforcing Steel Tensile and Bend Tests, No. 3 through No. 9 Bars (ASTM A 615)	\$150.00
Reinforcing Steel Tensile and Bend Tests, No. 10 Bars and larger	Per Quote
Skidmore Device	\$250/day
Torque Wrench	\$50/day

ATTACHMENT 2

STATEMENT OF QUALIFICATIONS/PROPOSAL
FROM EARTH SYSTEMS PACIFIC



**STATEMENT OF QUALIFICATIONS
TO PROVIDE GEOTECHNICAL SERVICES FOR PROPOSED
NEW FIRE STATION 10 IN WESTERN GOLETA**



Submitted by:

Earth Systems

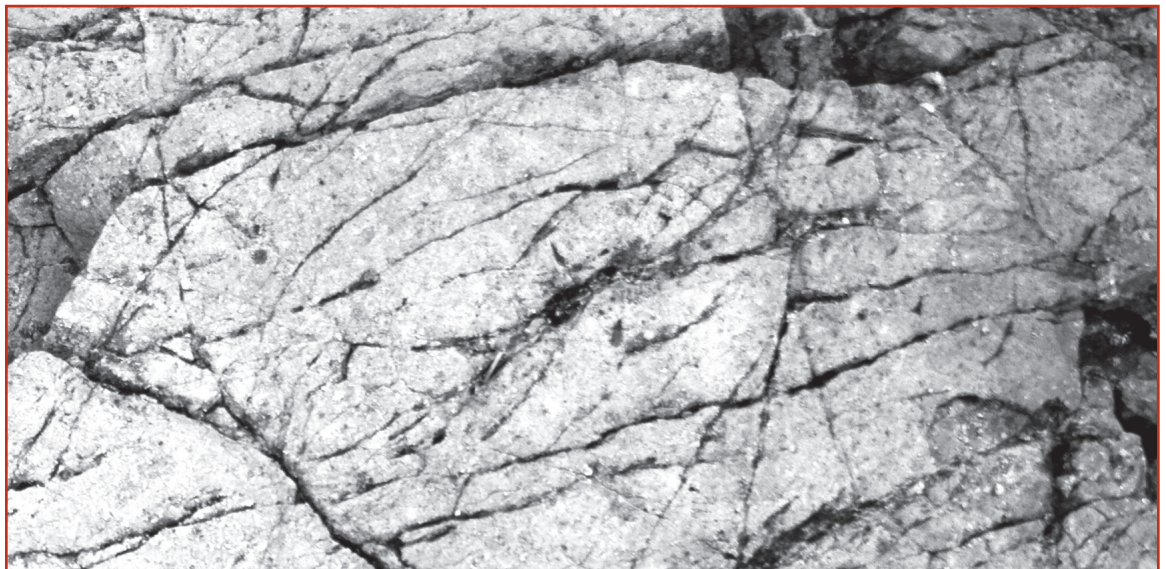
1731-A Walter Street
Ventura, CA 93003
Ph (805) 642-6727
Fax (805) 642-1325
www.earthsystems.com

Thursday, November 19, 2020



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1. Cover Letter

November 19, 2020

City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117
Attention: Claudia Dato

Subject: Geotechnical Services

Project: New Fire Station 10 in Western Goleta

Dear Ms. Dato;

Earth Systems Pacific (Earth Systems) appreciates the opportunity to describe how our experience, qualifications, and expertise best qualifies us to provide geotechnical, materials testing, and special inspections during construction activities for Fire Station No. 10 in the western area of the City of Goleta. We have a strong understanding of the required work gained from years of working on public projects under the detail-oriented jurisdictions of the Division of the State Architect (DSA) and the Office of Statewide Health Planning and Development (OSHPD). We are also experienced with designing, inspecting, and testing the secant pile system that was installed on the adjacent site to the east, and is proposed to mitigate the most challenging aspect of the fire station project.

Earth Systems is an experienced, full-service geotechnical firm with Geotechnical Engineers and Engineering Geologists licensed to practice in the State of California. We maintain a laboratory that is certified by Caltrans, DSA, CCRL, and AMRL, and technicians and special inspectors who are certified by the organizations pertinent to the services required for the proposed project. We have the staffing required to provide the services required by the City of Goleta for this project.

Patrick (Pat) Boales, Senior Engineering Geologist will serve as the primary contact and project manager for this project. Mr. Boales' email address is pboales@earthsystems.com. Anthony (Tony) Mazzei will serve as the Senior Geotechnical Engineer for the project. Mr. Mazzei's email address is tmazzei@earthsystems.com. The mailing address, phone number, and fax number for the Ventura office are listed within the header of this letter.

Our team's considerable experience with all geotechnical aspects of public facility projects, the depth and range of Earth Systems' personnel, and our competitive professional fee qualifies us to be the best geotechnical firm for your project. Thank you for your consideration of Earth Systems.

Earth Systems intends to start work within 15 days after the City issues a Notice to Proceed as stated in *Section V. SOQ/Proposal Content and Format* of the RFQ/RFP.

Regards,

Patrick V. Boales
Senior Engineering Geologist
Principal

Anthony P. Mazzei
Senior Geotechnical Engineer/Managing



2. General Qualifications

Earth Systems Profile

Since 1969, the Earth Systems group of companies has provided a full range of expert services in the fields of geotechnical engineering, engineering geology, construction monitoring, and materials testing and inspection. With offices throughout California, the Earth Systems companies are consistently named in Engineering News Record (ENR) as being among the top 500 engineering/design firms in the nation.

Earth Systems Pacific (Earth Systems) offers a full spectrum of preconstruction and construction-related services designed to aid the development process. The staff consists of registered geotechnical engineers, certified engineering geologists, soil technicians, special inspectors, and laboratory technicians augmented by drafting and support personnel. Each member of Earth Systems' senior staff (Patrick Boales, Anthony Mazzei, Richard Beard, and Todd Tranby) have over 25 years of experience with managing geotechnical projects.

Company Ownership

Earth Systems is a California corporation. It was established in 1969.

Primary Office Location and Contact Information

Although Earth Systems has offices throughout the state of California, the team of experts proposed for the As-Needed Special Inspection and Material Testing Services is based out of our Ventura office. Should additional staffing be required, geologists, geotechnical engineers, technicians, and/or special inspectors can be scheduled from our Santa Maria and San Luis Obispo offices.

The primary contacts and project managers for the proposed projects are expected to be:

Patrick Boales
Sr. Engineering Geologist/Project Manager
Earth Systems Pacific
1731-A Walter Street
Ventura, CA 93003
Ph: (805) 642-6727 / Fax: (805) 642-1325
Email: pboales@earthsystems.com

Anthony Mazzei
Sr. Geotechnical Engineer/Managing Principal
Earth Systems Pacific
1731-A Walter Street
Ventura, CA 93003
Ph: (805) 642-6727 / Fax: (805) 642-1325
Email: tmazzei@earthsystems.com

Size of Firm and Licenses/Registrations/Certifications

Earth Systems' 150+ staff consists of registered professionals and certified testing and inspection personnel. Many have over 25 years of experience in the geoprofessional field and have enjoyed a long employment relationship with Earth Systems. The Ventura/Santa Barbara offices currently employs 20 members of the overall Earth Systems staff.

Our professional staff in the Ventura and Santa Barbara offices includes:

- Professional Geologists
- Certified Engineering Geologists
- Certified Hydrogeologists
- Registered Geotechnical Engineers
- Registered Professional (Civil) Engineers



Our testing and inspection staff in the Ventura office is certified by:

- International Conference Code (ICC)
- National Institute for Certification in Engineering Technologies (NICET)
- American Concrete Institute (ACI)
- American Welding Society (AWS)
- California Department of Transportation (Caltrans)

Earth Systems Laboratory Certifications

Earth Systems maintains certified soils engineering and materials testing laboratories in our Ventura, Pasadena, Santa Maria, San Luis Obispo, Perris, and Bermuda Dunes locations. The Ventura laboratory is among the most comprehensive and most certified materials testing laboratories within the region. The laboratory has the capacity to perform hundreds of tests upon soils, concrete, asphalt, steel, masonry, and other building materials. Earth Systems participates in the Caltrans Transportation Materials and Research Correlation Testing Program, and the AASHTO Materials Reference Laboratory (AMRL) testing program. The Ventura location is a Caltrans-approved laboratory. Earth Systems is also inspected by the Cement and Concrete Reference Laboratory (CCRL) for testing of concrete and aggregates. Our sister laboratories within the Earth Systems companies are also certified by AMRL for reinforcing steel and hot mix asphalt. All of these tests could potentially be required during the course of this contract.

Earth Systems laboratory equipment is calibrated annually or per equipment manufacturer recommendations. The calibrations are traceable to the National Bureau of Standards or at manufacturers recommended frequencies. Tests are conducted by trained technicians/inspectors in accordance with Caltrans, ASTM, AASHTO, and other appropriate laboratory standards. We follow the protocols of an in-house Quality Assurance Program that meets the requirements of oversight agencies such as CALTRANS, AASHTO, CCRL and DSA. Our quality assurance manual is available upon request. Earth Systems testing and inspection staff is certified by CALTRANS, ICC, NICET, AWS, DSA, or ACI, as appropriate, for soil, reinforced concrete, prestressed concrete, asphalt, structural masonry, fireproofing, and structural steel and welding.

Relevant Project Experience

Fire Station No. 8, Oxnard

Earth Systems provided geotechnical observations and testing during construction that began in 2014 and was completed in 2015. Plans were designed to comply with Division of the State Architect standards, although the City of Oxnard provided the funding for the new fire station. Earth Systems worked closely with the Contractor to generate required “select” soils through a blend of on-site and import soils, thus providing substantial savings to the project. The cost of the project is not known by Earth Systems. Our contact was Richard Lutzky with Lutzky Development. The project was completed in 2015.

Haskell’s Landing, Goleta

Although Haskell’s Landing is a residential development, it abuts the eastern boundary of the proposed fire station site. Earth Systems provided geotechnical recommendations, observations, and testing during grading, as well as all special inspections and materials testing during construction. Many of the same geotechnical challenges facing the proposed fire station were previously addressed by Earth Systems for the Haskell’s Landing project, including remediation



of the eroded descending slope along the northern boundary, which was complicated by the fact that some of it was located within the Union Pacific Railroad right of way. The solution, which Earth Systems recommended, helped design, and inspected during construction, was using a secant (tangential) pile wall, which is exactly what is proposed for the new Fire Station No. 10. The cost of the project is unknown to Earth Systems. The project was completed in 2015. Our contact was Daniel McGregor with Oly Chadmar Sandpiper LLC.

Ojai Valley Community Hospital, Ojai

Earth Systems has provided geotechnical services for several of the improvements at the Ojai Valley Community Hospital facility. As with other hospital projects, geotechnical studies and testing during construction had to comply with OSHPD requirements. The emergency room was renovated and expanded, and the hospital entry and lobby were upgraded in 2013. A new continuing care center was completed in 2020. Earth Systems has provided geotechnical and geology reports for these projects and has been on site during construction to monitor grading and provide special inspection. Our contact was Janet Grabowski, Operations Manager for Strategic Building Services.

Secure Mental Health Facility, Camarillo

This project consisted of constructing a new mental health facility adjacent to Camarillo Airport. Earth Systems provided a geotechnical report for the project for Pacific Design Group. The report identified issues with respect to liquefaction potential and challenging geotechnical conditions, as well as mitigation recommendations. Earth Systems also provided all testing and observation during grading for the Engineering Services division of Ventura County. The project was completed in 2016.

Fire Station Nos. 2, 3 and 6, Oxnard

Earth Systems provided geotechnical consultation and testing during replacement of pavements within these fire station facilities where unstable subgrade soils and high groundwater levels were encountered. These projects were completed in 2011.

Advanced Water Purification Facility, Oxnard

This project consisted of constructing a water recycling facility for the City of Oxnard, and included construction of two high-tech buildings, laying thousands of feet of underground pipelines, and reconstructing much of Perkins Avenue after water lines were installed. Beginning in 2010, Earth Systems provided grading observation and compaction testing of subgrade soils, water and utility trench backfills, aggregate base, and asphalt, special inspection of all concrete, masonry, and welding. Work was done for Prime Consultant AECOM, and AECOM was working for the City of Oxnard. Earth Systems' primary contact with the City was their inspector, Bud Rizzo, who no longer works for the City. The facility was completed in 2013 at an approximate cost of \$80 million.



3. Key Staff

Earth Systems recognizes clients select geoprofessionals on the experience, strength, and “fit” of the complete team. Most importantly, Earth Systems manages our core services with an emphasis on developing an understanding of your needs. Therefore, this team is organized to allocate the necessary testing services to expedite the project and remain proactive in the service cycle. We have the distinct advantage of a Ventura County office coupled with experience from sister offices within southern California, thus allowing for special assignments to be handled by those Earth Systems individuals who specialize in each specific area.

In combining the appropriate personnel to fit your needs, the City of Goleta benefits from a single point of responsibility, fixed accountability, efficient coordination, and effective communication. Team continuity is based on the length and strength of the relationships between team members. This team has many years successfully completed many similar testing and inspection projects.

Patrick Boales - Senior Engineering Geologist, Project Manager, Point of Contact

Mr. Boales is a senior engineering geologist and project manager at the Ventura office of Earth Systems. Mr. Boales has over 35 years of experience as a geoprofessional. Employed with Earth Systems since 1981, he conducts geologic hazards studies, manages Earth Systems staff and provides geotechnical consultation during construction for projects such as public safety and educational facilities, and commercial, industrial, and residential developments. Mr. Boales supervises the testing and inspection staff members.

Anthony Mazzei – Senior Geotechnical Engineer, Managing Principal, Point of Contact

Mr. Mazzei is the senior geotechnical engineer and managing principal in the Ventura office of Earth Systems. He is responsible for overall administration and technical execution of work. Mr. Mazzei has been in the geotechnical engineering field since 1985. He has served as geotechnical engineer during both preliminary engineering and construction phases for numerous infrastructure projects, including critical facilities, transportation improvements, water impoundment facilities, water and wastewater treatment plants, and landfills, as well as commercial and residential developments, multi-story buildings, educational facilities, and mining projects. Mr. Mazzei supervises the technical staff.

Todd Tranby - Engineering Geologist

Employed with Earth Systems since 1989, Mr. Tranby provides engineering geology services for projects such as hospitals, colleges, water treatment facilities, master planned communities, and industrial facilities. His experience ranges from laboratory testing, observation and testing of engineered fills, downhole borehole and exploration trench logging, to conducting geologic hazards studies.

Resumes of key staff follow this page.

Patrick V. Boales Senior Engineering Geologist/Project Manager

Mr. Boales is a senior vice president and senior engineering geologist of the Ventura office of Earth Systems Pacific. He is responsible for technical execution of work as a project manager. Employed with Earth Systems Pacific at our Ventura office since 1981, Mr. Boales plans and executes geotechnical and geologic hazards studies while providing expertise relating to the construction of projects such as infrastructure improvements, hospitals, educational facilities, commercial developments, industrial facilities, and residential developments.

KEY QUALIFICATIONS

- Plans, performs, and/or supervises exploratory subsurface investigations.
- Oversees, participates in, and supervises engineering geology and geotechnical engineering aspects of projects, including preparation of engineering geology and geotechnical engineering reports.
- Performs geologic hazards studies to evaluate potential future seismic shaking, identify the presence of active and inactive faults, and evaluates the potential hazards posed by, and/or mitigation of landsliding, liquefaction, fault rupture.
- Manages construction testing and inspection activities
- Provides consultation to aid incorporation of sustainable components to projects during the design and construction phases.
- Designs on-site wastewater treatment systems (OWTS, also known as septic systems).
- Liaison to Caltrans for certification of Earth Systems laboratory and technicians.
- Performs third-party reviews of geotechnical reports prepared by other companies.
- Experience includes drill logging, performing laboratory testing, compaction testing and observations during grading, and percolation testing.

AREAS OF EXPERTISE

- Geologic hazards studies to identify the presence of active and inactive faults and the potential for landsliding, liquefaction, fault rupture, and slope instability.
- Preliminary environmental site assessments entailing site reconnaissance, historical research, regulatory agency records and database searches, aerial photograph review, and final report preparation.
- Phase II environmental site characterizations entailing subsurface exploration, sampling of soil and groundwater, chemical analyses of samples, evaluation of laboratory data, preparation of final report including recommendations for remediation.
- Seismic ground motion studies
- Water infiltration evaluations

REGISTRATIONS AND CERTIFICATIONS

Professional Geologist
State of California, 1987 (No. 4262)

Certified Engineering Geologist
State of California, 1987 (No. 1346)

Certified Hydrogeologist
State of California, 1995 (No. 278)

Registered Well Inspector
County of Ventura, 1993

EDUCATION

B.A., Geology, University of California
Santa Barbara, 1981

Certificate in Hazardous Materials
Management, University of California
Santa
Barbara Extension, 1994

PROFESSIONAL AFFILIATIONS

Geological Society of America

American Assoc. of Petroleum Geologists

American Council Engineering Companies

American Public Works Association

American Society of Civil Engineers
(Santa
Barbara/Ventura Branch President
2012-13
and LA Section Sustainability Committee
Vice-Chair 2011-13)

Member, Association of Water Agencies

PUBLICATIONS

*"Near Surface Geology of the
Southwestern
Las Posas Hills Area, Camarillo,
California,"*
included in Engineering Geology along
the
Simi-Santa Rosa Fault System and
Adjacent
Areas, Simi Valley to Camarillo, Ventura
County, California, Association of
Engineering
Geologists Field Trip Guidebook, August
24,
1991.

EMAIL

pboales@earthsystems.com



Anthony Mazzei Senior Geotechnical Engineer/Managing Principal

Mr. Mazzei is managing principal and a senior geotechnical engineer in the Earth Systems Palmdale, Pasadena, and Ventura offices. Mr. Mazzei has been in the geotechnical engineering field since 1985. He has served as geotechnical engineer for numerous educational facilities, water impoundment facilities, commercial and residential developments, multi-story buildings, water and wastewater treatment plants, roadways, landfills, and mining projects.

KEY QUALIFICATIONS

- Provides oversight of project-related geotechnical engineering, laboratory/field testing programs, and special inspection operations.
- Supervises grading observation and special inspection personnel during construction activities.
- Manages, plans, and performs soil engineering investigations, which entail subsurface exploration, laboratory testing of soil samples, engineering analyses, and report preparation.
- Generates geotechnical recommendations for projects, including those pertaining to grading and structural design.
- Provides design parameters for shallow and deep foundation systems, and for retaining systems.
- Performs engineering analyses relating to seismically induced and static settlements, slope stability, soil liquefaction, and slope stabilization.
- Provides recommendations for full-depth reclamation of existing pavements, such as cold foam asphalt and cement and/or lime stabilization.
- Develops Storm Water Pollution Prevention Plans (SWPPP) for construction projects, provides oversight for implementation of the SWPPP, and provides assistance with submittal of required documentation.
- Develops Construction Quality Assurance (CQA) plans for geosynthetic liner systems, and provides construction oversight during the installation operations.
- Performs third-party reviews of geotechnical reports generated by other geotechnical firms.

AREAS OF EXPERTISE

- Foundation Engineering
- Slope Stability
- Geosynthetic Liner Systems
- Embankment Dams
- Pavement Design and Reclamation

REGISTRATIONS AND CERTIFICATIONS
Registered Professional Engineer
(Geotechnical)
State of California, 2009 (No. 2823)

Registered Professional Engineer (Civil)
State of California, 2005 (No. 67802)

Registered Professional Engineer (Civil)
State of Arizona, 1990 (No. 24415)

Qualified SWPPP Developer/Qualified
SWPPP Practitioner (QSD/QSP)
CASQA Certificate No. 21300

EDUCATION
M.S., Geotechnical Engineering, Arizona
State University, 1989

B.S., Civil Engineering, University of
Pittsburgh, 1985

PROFESSIONAL AFFILIATIONS

Member, American Society of Civil
Engineers

Member, International Society of Soil
Mechanics and Foundation Engineers

EMAIL
amazzei@earthsystems.com



Todd Tranby Engineering Geologist

Mr. Tranby is a Vice President and senior engineering geologist in Earth Systems Southern California's Ventura office. Mr. Tranby has been with Earth Systems since 1989. He has served as the project manager for numerous projects, including hospitals, colleges, water treatment facilities, master planned communities, commercial developments, and industrial facilities. During his career, and in addition to the many years of project management, Mr. Tranby has performed laboratory testing, grading observation and testing, geologic logging of borings and fault trenches, and geologic hazards evaluations.

KEY QUALIFICATIONS

- Manages, plans, and performs geologic and soil engineering investigations, which entail subsurface exploration, laboratory testing of soil samples, engineering analyses, and report preparation.
- Provides evaluation of, and mitigation plans for potential geologic hazards, such as active and inactive faults, ground rupture, seismicity, liquefaction, slope stability, bluff retreat, and landsliding.
- Performs exploratory trenching and test pit logging.
- Generates geotechnical recommendations for projects, including those pertaining to grading and excavation.
- Provides oversight of project-related geotechnical engineering, laboratory/field testing programs, and special inspection operations.
- Supervises grading observation and special inspection personnel during construction activities.
- Performs engineering analyses relating to seismically induced and static settlements, slope stability, soil liquefaction, and slope stabilization.
- Served as project manager and engineering geologist for Rancho Monte Alegre in Carpinteria, a 3,000-acre site that will include residential development and water treatment and distribution system. A major fault runs through the site and extensive active landslides are present in the canyon areas.
- Served as project manager and engineering geologist for installations at the Santa Barbara Zoo.
- Served as project manager and engineering geologist for expansion projects at the Ventura County Museum of Art and History and the Santa Barbara Natural History Museum.

AREAS OF EXPERTISE

- Evaluation of potential geologic hazards such as active and inactive faults, ground rupture, seismicity, liquefaction, slope stability, bluff retreat, and landsliding.
- Exploratory trenching and test pit logging.

EDUCATION

B.S., Geophysics, University of California, Santa Barbara, 1988

REGISTRATIONS AND CERTIFICATIONS

Professional Geologist,
State of California, 1996 (No. 6550)

Certified Engineering Geologist,
State of California, 1997 (No. 2078)

PROFESSIONAL AFFILIATIONS

Geological Society of America

Association of Engineering Geologists

Coast Geologic Society

American Society of Civil Engineers

American Council of Engineering
Companies

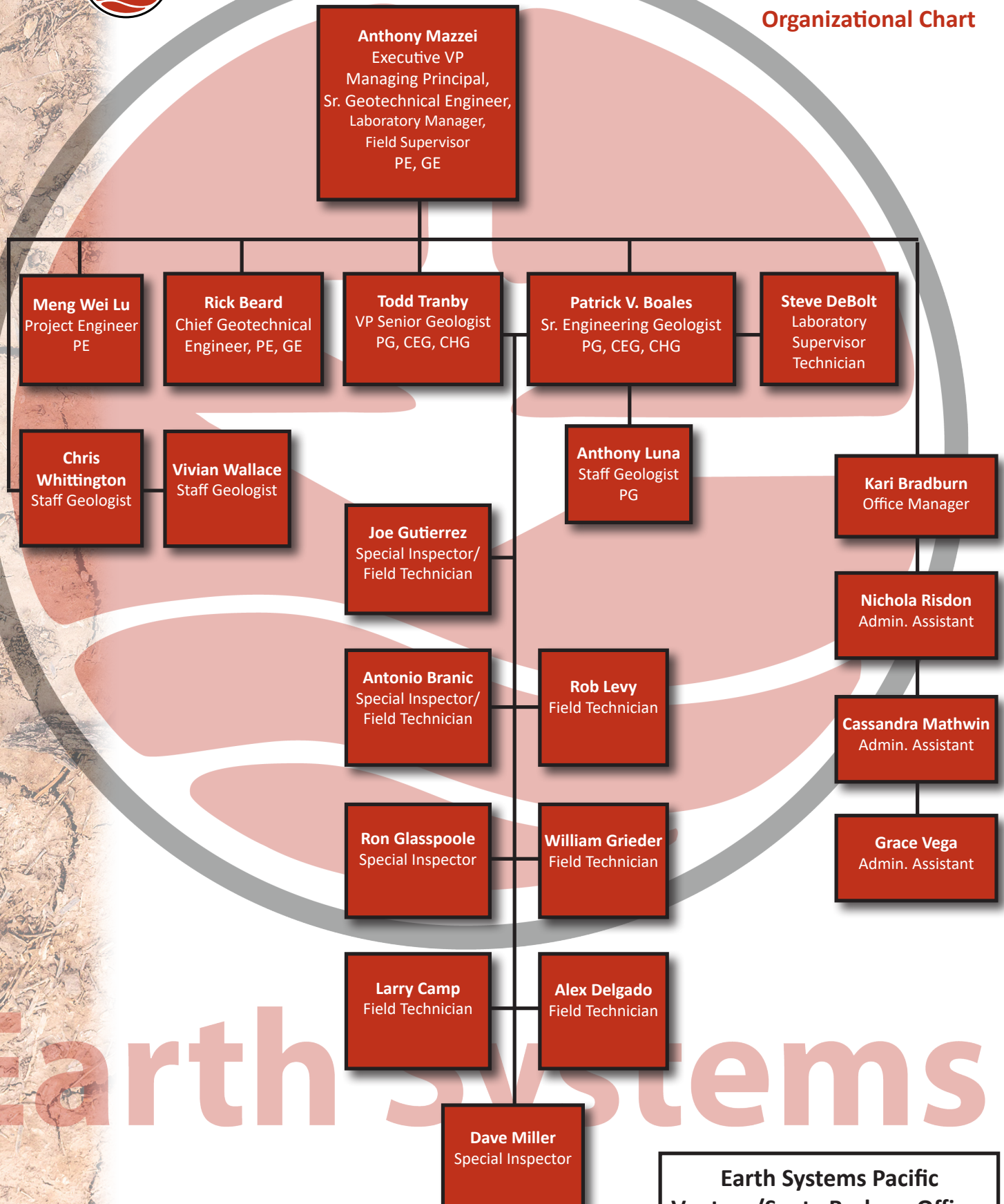
EMAIL

ttranby@earthsystems.com





Organizational Chart





4. Project Specific Approach and Methodologies

Earth Systems has carefully reviewed the Scope of Work included in the RFQ/RFP. Unless there are additional geotechnical documents that have not been made available, it appears that an update of the existing Geotechnical Exploration Report may be required. The existing report was prepared in 2017, and at that time the 2016 California Building Code (CBC) was in effect. The seismic design values in the 2017 report may need to be recalculated to comply with the 2019 CBC.

Once the update is complete (if necessary), it would be distributed for review by the design team to determine whether any changes to the plans might be necessary.

When the final civil and structural engineering plans are presented, we will review them with respect to compliance with the recommendations set forth in the geotechnical reports and the ordinances of the City of Goleta. Once the plans have been found to be in compliance, we will sign and stamp them and provide a formal approval letter.

Earth Systems will utilize a subcontracted drilling rig to advance two sets of two borings for use in infiltration testing in the two areas where storm water infiltration is proposed, which is expected to be in the southwestern area of the site based on the current site plan. A member of our staff will log the borings, prepare them by placing perforated pipe and gravel, and premoisten the holes. On the following day a technician will perform infiltration testing in accordance with County of Santa Barbara guidelines. A report documenting the test results and design infiltration rates will be prepared and distributed to the appropriate members of the design team and City staff.

It is our understanding that the proposed fire station is not under the purview of the Division of the State Architect. However, the fire station will be a critical facility, and Earth Systems is assuming that the high level of inspection and testing required by DSA should be applicable to this project.

During construction operations, we will provide a special inspector to observe the drilling and completion of the secant (tangential) pile wall along the northern pad edge of the site. The wall will consist of 48 reinforced concrete piles and 46 "filler" piles expected to consist of unreinforced grout. The inspector will be on-site on a full-time basis and will verify plumbness and embedment depths with respect to the project plans. The inspector will obtain samples of the concrete and grout as appropriate and return them to our laboratory for testing.

During the grading phase of the project, we will provide a Certified Engineering Geologist to observe and approve overexcavation bottoms prior to placement of compacted fill. We will provide a technician to observe earthwork operations on a full-time basis and test compaction to verify compliance with the project plans and geotechnical reports. According to the grading plans, approximately 4,200 cubic yards of earthwork will be involved. Our staff will provide estimates of yardage involved within the grading operations as they are actually performed by measuring areas and depths of overexcavation and recompaction, if requested by the City. Our technician will also test compaction of pavement subgrade soils and aggregate base materials.

Qualified and certified special inspectors will provide inspection services specific to the appropriate trade, including reinforced concrete, reinforced masonry, structural steel, welding, fire proofing, and anchor installations. For concrete and grout placement, Earth Systems has assumed that batch plant inspections will be required, and that on-site sampling rates will be one set of samples per 50 cubic yards of material, as per DSA requirements. For all of the various types of work, the special inspector will be tasked with verifying that the work is in compliance with the project plans and specifications.



Our laboratory, which is routinely inspected and certified by multiple agencies, will perform laboratory tests on soils involved in the grading, and on construction materials used to construct the project. Soil tests will include but may not be limited to modified proctor (i.e. maximum density – optimum moisture) tests, particle size, sand equivalent, and resistance (R) value tests. Materials tests will include but may not be limited to unconfined compressive strength of concrete cylinders, mortar and grout prisms, and CMU prisms. In addition, tensile and bend tests will be performed on reinforcing steel samples.

Daily field reports will be prepared by all field staff (technicians, special inspectors, and professionals) to document construction activities that were observed, and results of tests that were performed.

Project management will be performed by senior professionals. Tasks will include reviewing daily field reports, test results, providing engineering guidance and/or consultation to field staff, City representatives, and construction management staff, as deemed necessary. The project management staff will attend the pre-construction meeting, as well as meetings requested by the construction management firm, City staff, or the design team.

Formal reports will be prepared to document various construction activities, including a pile drilling report, a final rough grading report, compaction reports for utility trench backfills and subgrade and base testing in areas to be paved, and reports documenting all materials tests and special inspections. Grading and compaction reports will include all test results and plots of test locations.

5. References

Ken Hinge, DSA Project Inspector

Kenco Construction Services, Inc.
1230 Doris Avenue, Oxnard, CA 93030
kenhinge@kenco-inc.com
714-981-2752

Mr. Hinge has served as the DSA Project Inspector for several school projects that have had Earth Systems serve as the Geotechnical Engineering firm and Lab of Record during construction. The most recent project was the Rio Del Sol campus in the City of Oxnard. The project included constructing a new Kindergarten through 8th Grade school with five classroom buildings, parking areas, and play fields. This project, as well as several others, have been successfully completed and certified by the Division of the State Architect. The Rio Del Sol project was constructed between 2017 and 2020. The project cost was \$30,000,000. The project was managed by Patrick Boales, and Anthony Mazzei served as the Geotechnical Engineer of Record. Stephen DeBolt was our Laboratory Manager when this project was built.

James Winslow, Senior Project Manager

City of Goleta Public Works Department
130 Cremona Drive, Suite B
Goleta, CA 93117
jwinslow@cityofgoleta.org
805-961-7577



Mr. Winslow was our contact for two recent projects within the City of Goleta. One project pertained to evaluating settlement and potential mitigation methods within a section of Cathedral Oaks Boulevard. The second project included evaluation of potential repair schemes of a pair of crib walls that support the bike lane and Cathedral Oaks Boulevard near Calle Real. Types of studies included traditional geotechnical exploration and testing coupled with various types of geophysical studies. Multiple solutions were evaluated for feasibility and potential costs.

Brian D'Anna, Engineering Services Department Manager

County of Ventura Development Services

800 South Victoria Avenue

Ventura, CA 93009

brian.danna@ventura.org

805-654-2025

Mr. D'Anna was our contact with the County of Ventura when the Secure Mental Health Facility was constructed adjacent to Camarillo Airport in 2016. Earth Systems provided a geotechnical report for the project for Pacific Design Group. The report identified issues with respect to liquefaction potential and challenging geotechnical conditions, as well as mitigation recommendations. Earth Systems also provided all testing and observation during grading for the Engineering Services division of Ventura County. The cost of the project is unknown. Anthony Mazzei was the Project Manager for Earth Systems. Stephen DeBolt was our Laboratory Manager when this project was built.





6. Cost/Billing Rates (In separate email as requested by the City)

7. Underutilized Disadvantaged Business Enterprises

Earth Systems can provide all of the requested services outlined in the RFQ/RFP listed in the Scope of Work located on pages 5 thru 7, with the exception of drilling services required for infiltration testing. For that service, we intend to sub-contract Moore Twining Assoc., a Disadvantaged Business Enterprises (DBE).





Earth Systems

City of Goleta
On-Call Professional Engineering Services / 13



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/2/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675		CONTACT NAME: Angela Borg PHONE (A/C, No, Ext): 510-465-3090 FAX (A/C, No): E-MAIL ADDRESS: certificates@dealeyrenton.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Fireman's Fund Insurance Co.	
		INSURER B: American Casualty Company of Reading PA	
		INSURER C: Lexington Insurance Company	
		INSURER D: American Automobile Insurance Company	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1072462328 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR 25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	6057080011	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6057037756	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			USL005675201	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SCW0139882001	4/1/2020	4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			013001511	4/1/2020	4/1/2021	\$2,000,000 \$2,000,000 per Claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 An Actual Certificate will be issued upon the request of the above Named Insured.

CERTIFICATE HOLDER

CANCELLATION 30 Day Notice of Cancellation

SPECIMEN CERTIFICATE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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