



**Agenda Item A.5**  
**CONSENT CALENDAR**  
**Meeting Date: February 17, 2009**

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**TO:** Mayor and Councilmembers

**FROM:** Dan Singer, City Manager

**CONTACT:** Steve Wagner, Community Services Director  
Rosemarie Gaglione, Capital Improvement Program Manager

**SUBJECT:** Second Amendment to Professional Services Agreement for the San Jose Creek Capacity Improvement Project

**RECOMMENDATION:**

Authorize the City Manager to execute Amendment No. 2 to the Professional Services Agreement with Penfield & Smith for Preliminary Engineering/Environmental Review of the San Jose Creek Capacity Improvement Project in an additional amount not to exceed \$257,756 for a total contract amount not to exceed \$1,239,552.

**BACKGROUND:**

In March 2007, a professional services contract was awarded to Penfield & Smith Engineers (P&S) in the amount of \$665,845 for Final Design Services and completion of the Environmental Document. In May 2008, Council approved an amendment for an additional appropriation in the amount of \$315,951 bringing the total contract amount to \$981,796. Due to a change in the scope of the project, and the additional work that will be required, a second amendment to the contract in the amount of \$257,756 is recommended for approval.

**DISCUSSION:**

The original scope of the San Jose Creek Capacity Improvement Project, selected through the alternatives analysis, included the reconstruction of the existing Hollister Avenue Bridge over San Jose Creek and the removal of approximately 300 feet of the existing concrete trapezoidal channel near Hollister Avenue. This section of channel is proposed to be reconstructed with vertical sides and a natural channel bottom.

A comprehensive hydraulic analysis of the proposed project was performed by P&S to determine the resulting floodplain limits. The plans reached the 35% complete stage and the Mitigated Negative Declaration/Environmental Assessment (MND/EA) was completed and approved by the Planning Agency in April 2008. The Conditional Letter of Map Revision (CLOMR) application was submitted to FEMA.

Subsequently, the Flood Control District Board of Directors in considering a memorandum of understanding to fund a portion of the project elected not to approve funding for the project unless the design provided for fish passage. The City formed a fish passage advisory group and hired Ed Zapel, an engineer specializing in fish passage and barrier removal design. The result is a project that will hold the 100 year flows and provide for fish passage. An addendum to the final MND/EA was written to account for the design changes necessary to incorporate fish passage. The MND/EA Addendum was approved by the Planning Commission on April 15, 2008.

Much of the work that had been done prior to the requirement to include fish passage had to be revisited. This was covered in the May 2008, Amendment No.1 in the amount of \$315,951.

Since that time, additional work tasks were required to bring this project to construction. The additional work was required to address FEMA, Flood Control and Caltrans' concerns and assist with right of way acquisition efforts, and submittal of grant applications.

The total additional design cost associated with this amendment is \$257,756. While this represents a significant increase in design costs, the additional design work completed reduced the estimated construction cost by \$710,000.

The additional design tasks and associated costs are summarized below:

FEMA approval: FEMA required multiple reviews of the project that weren't originally anticipated. The FEMA reviews completed prior to the addition of the fish passage portion of the project had to be redone. The City expects approval by FEMA by the end of February 2009. Cost: \$38,000

Flood Control design approval: Flood Control District staff requested the design be modified to eliminate the use of any tieback retaining systems beneath existing buildings adjacent to the channel. The design was modified to use a soil nail retaining system outside of the building foot prints. This design change resulted in an estimated construction cost savings of \$210,000. Cost: \$29,613

Grant application assistance: Staff submitted extensive grant application packages for funding to the California River Parkways and Urban Stream Restoration Grant programs. Penfield and Smith provided additional technical information required for the grant applications. Cost: \$7,000

Floodwall Design Modifications: Penfield and Smith performed a value engineering effort to reduce the costs associated with the FEMA required floodwalls. This was an iterative process that resulted in the reduction of height and overall length of the required floodwalls. This effort reduced the estimated construction cost by \$500,000. Cost: \$55,000

Fish Passage Channel Modifications: After complying with the additional FEMA requirements, the fish passage channel design was altered slightly and had to be remodeled to make sure that it still functioned correctly during minor flow events.

Cost: \$22,500

Topographic Mapping: Discrepancies in the topographic mapping supplied to Penfield and Smith by the City required some redesign to correct the discrepancies.

Cost: \$6,500

Right of Way Acquisition: The level of effort required to process right of way and permitting issues has been much greater than originally anticipated. There have been, and continue to be, numerous back and forth negotiations with property owners while the City is going through the eminent domain process. The cost of the eminent domain process was not included in the original scope of work.

Cost: \$44,000

Channel Design Modifications: County Flood Control staff requested certain revisions to the design to increase the factor of safety associated with the design of the channel lining. Even though the City is constructing this project, the channel itself is owned and maintained by the County Flood Control District. As such, the District wanted to make sure that construction of the new channel doesn't result in increased maintenance costs.

Cost: \$14,000

Regulatory Permit Processing: Additional effort to expedite the various regulatory permits required on the project by Army Corps, Fish and Game and Regional Water Quality Control Board was necessary to keep the project on schedule for construction this year.

Cost: \$6,143

An additional \$35,000 is requested as part of this contract amendment as a contingency to cover any additional costs that may be incurred as the project moves toward the bidding phase. This will only be used if authorized in advance by the City.

Even though the design costs have increased substantially, the estimated construction cost has decreased due to a combination of value engineering and a potentially more favorable bidding environment. Part of the extra costs involve expedited processing to get this project out to bid before projects funded by proposed Federal Stimulus Program go out to bid and construction costs start going up again.

Since the original scope of work did not include the additional work tasks identified above, staff is recommending that the agreement with P&S be amended to include these items and increase the total contract amount from the \$981,796 to \$1,239,552.

#### **GOLETA STRATEGIC PLAN:**

The San Jose Creek Channel Capacity and Fish Passage Improvement Project is the highest priority capital improvement project for the City of Goleta and is consistent with the goal in the Goleta Strategic Plan entitled "Emphasize Old Town Revitalization." The

increased flood conveyance capacity of the channel will allow for the redrawing of the 100 year FEMA flood hazard map which will encourage commercial and residential investment in Goleta Old Town.

**FISCAL IMPACTS:**

The current P&S contract value is \$981,796 for final design engineering, environmental review and the additional hydraulic analysis. An amendment to the professional services contract with P&S in an amount not to exceed \$257,756 to account for all of the project revisions and moving forward with a new project design is recommended. P&S has done a commendable job of “going with the flow” on this project as we all worked toward creating a project that would satisfy the concerns of all stakeholders. A copy of the proposed P&S contract amendment and cost proposal is included as Attachment 1 to this report. If approved, the revised total contract amount would be \$1,239,552.

The value engineering portion of this cost will result in an estimated savings of \$710,000 in construction costs. The savings are almost three times the design cost increase.

The FY 2008-9 Capital Improvement Program Budget includes RDA funds for the final design effort.

**LEGAL REVIEW:**

This staff report and attached amendment has undergone legal review by the City Attorney’s Office.

Submitted By:

Reviewed By:

Approved By:

\_\_\_\_\_  
Steve Wagner  
Community Services  
Director

\_\_\_\_\_  
Michelle Greene  
Administrative Services  
Director

\_\_\_\_\_  
Daniel Singer  
City Manager

**ATTACHMENTS:**

1. Amendment No. 2 to Penfield & Smith contract for Preliminary Engineering/Environmental for the San Jose Creek Capacity Improvements Project

# **Attachment 1**

Amendment No. 2 to Penfield & Smith contract for Preliminary Engineering/Environmental for the San Jose Creek Capacity Improvements Project

**AMENDMENT No. 2  
AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN  
THE CITY OF GOLETA  
AND  
PENFIELD & SMITH ENGINEERS, INC.**

This Amendment No. 2 to Agreement for Consultant Services (“AGREEMENT”), entered into the 5th day of March 2007, by and between the City of Goleta, a California municipal corporation (“CITY”) and Penfield & Smith Engineers, a California corporation, (“CONSULTANT”) for preliminary engineering and environmental review services for the San Jose Creek Capacity Improvement Project is made this \_\_\_\_ day of February, 2009.

**WHEREAS**, Section 1 of said Agreement provides for the revision of the term of the Agreement upon written agreement of both parties; and,

**WHEREAS**, Section 2 of said Agreement sets forth the scope of services to be performed; and,

**WHEREAS**, Section 4 of said Agreement sets forth the compensation to be paid to Consultant for work performed and.

**WHEREAS**, the Agreement was previously amended on May 6, 2008 increased the total compensation to not exceed nine hundred eighty-one thousand and seven hundred and ninety-six dollars (\$981,796); and services that included the Preliminary Engineering & Environmental Review, the Final Design Services and completion of the Environmental Document for the San Jose Creek Capacity Improvement Project.

**WHEREAS**, additional services are required to address design modifications for the project which have been requested by various stakeholders.

**WHEREAS**, the parties desire to amend the AGREEMENT so as to provide additional compensation not to exceed two hundred fifty seven thousand seven hundred fifty six dollars (\$257,756) increase the Scope of Work and add additional time to perform the services.

**WHEREAS**, on February 17, 2009 the City Council authorized the City Manager to execute this agreement.

**NOW, THEREFORE,** CITY and CONSULTANT agree as follows that the AGREEMENT be, and hereby is amended as follow:

**SECTION 1:** Section 3. SCOPE OF SERVICES of the Agreement is amended in its entirety to read as follows:

CONSULTANT agreed to perform the services set forth in EXHIBITS “A” and “A-2” “SCOPE OF SERVICES” and made a part of this AGREEMENT. It is specifically agreed that Bruce Burnworth shall be the individual responsible for providing services throughout the term of this AGREEMENT.

**SECTION 2:**

Paragraph (a) of Section 4. COMPENSATION AND METHOD OF PAYMENT of the Agreement currently and as amended provides for a not to exceed amount of \$981,951 is amended to increase the not to exceed amount by \$257, 756 and is amended in its entirety to read as follows:

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT “B” “COMPENSATION” and made a part of this AGREEMENT. The total compensation, including reimbursement for actual expenses, shall not exceed ONE MILLION TWO HUNDRED THIRTY-NINE THOUSAND FIVE HUNDRED FIFTY-TWO DOLLARS (\$1,239,552) unless additional compensation is approved in writing by the City Council or City Manager.

**SECTION 3:**

The Agreement is amended to add and include Exhibit “A-2” attached hereto and incorporated into this Amendment.

**SECTION 4:**

The Agreement is amended to delete Exhibit “B” and to add, include and replace it with Exhibit “B-2” attached hereto and incorporated into this Amendment.

**SECTION 5:**

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

**CITY OF GOLETA**

**CONSULTANT**

\_\_\_\_\_  
Dan Singer, City Manager

\_\_\_\_\_  
Danny G. Wynn, President

**ATTEST:**

**CONSULTANT**

\_\_\_\_\_  
Deborah Constantino, City Clerk

\_\_\_\_\_  
David W. Rundle  
Corporate Secretary

**APPROVED AS TO FORM**

\_\_\_\_\_  
Tim W. Giles, City Attorney



## Exhibit A-2

### SCOPE OF SERVICES

## EXHIBIT B-2

### SCOPE OF WORK

Additional Scope of Work pursuant to Amendment No. 2:

FEMA approval: CONSULTANT shall conduct project reviews required by FEMA that weren't originally anticipated. The FEMA reviews completed prior to the addition of the fish passage portion of the project need to be redone. The City expects approval by FEMA by the end of February 2009.

Flood Control design approval: COUNSULTANT shall provide design modifications requested by Flood Control District staff to eliminate the use of any tieback retaining systems beneath existing buildings adjacent to the channel. The design was modified to use a soil nail retaining system outside of the building foot prints. This design change resulted in an estimated construction cost savings of \$210,000

Grant application assistance: COUNSULTANT shall provide additional technical information required for the grant applications. City Staff submitted extensive grant application packages for funding to the California River Parkways and Urban Stream Restoration Grant programs.

Floodwall Design Modifications: COUNSULTANT shall perform a value engineering effort to reduce the costs associated with the FEMA required floodwalls. This is an iterative process to reduce the height and overall length of the required floodwalls. This effort reduced the estimated construction cost by \$500,000.

Fish Passage Channel Modifications: COUNSULTANT shall remodel the fish passage design to assure proper functioning during minor flow events after design alteration.

Topographic Mapping: COUNSULTANT shall redesign topographic mapping to correct the discrepancies supplied by the City.

Right of Way Acquisition: COUNSULTANT shall provide additional effort to process right of way and permitting issues beyond that originally anticipated. There have been, and continue to be numerous back and forth negotiations with property owners while the City is going through the eminent domain process. The cost of the eminent domain process was not included in the original scope of work.

Channel Design Modifications: COUNSULTANT shall revise the design as requested by County Flood Control staff requested to increase the factor of

safety associated with the design of the channel lining. Even though the City is constructing this project, the channel itself is owned and maintained by the County Flood Control District. As such, the District wants to make sure that construction of the new channel doesn't result in increased maintenance costs.

Regulatory Permit Processing: COUNSULTANT shall expend additional effort to expedite the various regulatory permits required on the project by Army Corps, Fish and Game and Regional Water Quality Control Board as necessary to keep the project on schedule for construction this year.

**Engineering**

Engineering Technician .....	\$70
Associate Technician.....	80
Senior Technician.....	90
Designer.....	105
Senior Designer.....	120
Junior Engineer .....	85
Assistant Engineer.....	105
Associate Engineer.....	125
Senior I Engineer.....	140
Senior II Engineer.....	155
Principal Engineer .....	175

**Surveying**

Survey Technician.....	\$65
Junior Surveyor .....	78
Assistant Surveyor.....	97
Associate Surveyor.....	114
Senior I Surveyor.....	130
Senior II Surveyor.....	146
Principal Surveyor .....	167

One-Man Survey Crew with GPS or Robotic Total Station .....	\$155
Prevailing Wage.....	170
Two-Man Survey Crew .....	180
Prevailing Wage.....	215
Three-Man Survey Crew.....	240
Prevailing Wage.....	265

**Planning**

Planning Technician .....	\$65
Junior Planner .....	80
Assistant Planner.....	95
Associate Planner.....	110
Senior I Planner.....	130
Senior II Planner.....	145
Principal Planner .....	160

**Construction Management**

Construction Technician.....	\$85
Assistant Construction Manager .....	105
Associate Construction Manager .....	120
Senior I Construction Manager.....	135
Senior II Construction Manager.....	150
Principal Construction Manager .....	175

Construction Inspector .....	\$80
Prevailing Wage .....	105
Senior Construction Inspector .....	95
Prevailing Wage .....	110
Chief Inspector/Owner's Representative .....	105
Prevailing Wage .....	115

**General**

Technical Support.....	\$60
Special Consultant.....	195
<i>(Principal with specialized skills in engineering or planning)</i>	

Expert Witness/Deposition Rate = two (2) times regular rate	
Out-of-town Survey Crew Travel = 0.5 times regular rate	
Outside Consultant .....	Cost + 15%
Outside Reimbursable Consultant...	Cost + 15%