



Council Agenda Report

City Council Meeting
06-26-23

**Item
3.B.7.**

To: Mayor Silverstein and the Honorable Members of the City Council

Prepared by: Tracey Rossine, Environmental Programs Manager

Reviewed by: Yolanda Bundy, Environmental Sustainability Director

Approved by: Steve McClary, City Manager

Date prepared: June 7, 2023 Meeting date: June 26, 2023

Subject: Amendment to Agreement with Cotton, Shires & Associates to Provide Professional Consulting Geology Services

RECOMMENDED ACTION: Authorize the Mayor to execute Amendment No. 1 to the Agreement with Cotton, Shires & Associates to allow for a one-year extension of the current existing agreement through June 30, 2024, and to update the rates for professional services.

FISCAL IMPACT: Funding for these services is generated from fees for geology, geotechnical engineering, and coastal engineering plan check services and is included in the Proposed Budget for FY 2023-24 in Account No. 101-2004-5100 (Building Safety Professional Services).

WORK PLAN: This item was not included in the Adopted Work Plan for Fiscal Year 2023-2024. This project is part of normal staff operations.

DISCUSSION: The City currently utilizes consulting firms to provide specialized services such as engineering geology, geotechnical engineering, and coastal engineering. On June 28, 2021, the City entered into a two-year agreement with Cotton, Shires & Associates for such consulting services. This contract expires on June 30, 2023.

At this time, staff is requesting Council extend the term of the original Agreement for an additional year, such that the agreement will expire on June 30, 2024, and to modify the Cost Schedule to align with industry standards.

ATTACHMENTS:
Amendment No. 1 to Agreement with Cotton, Shires & Associates

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT is made and entered in the City of Malibu on this 26th day of June 2023, by and between the CITY OF MALIBU, herein after referred to as City, and Cotton, Shires & Associates, hereinafter referred to as Consultant.

The City and the Consultant agree as follows:

RECITALS

A. On June 28, 2021, the City entered into an Agreement with Consultant for Engineering Geology, Geotechnical Engineering, and Coastal Engineering Plan Check Services (the “Agreement”).

B. The City desires to amend the Agreement to extend the Term of the Agreement, such that the contract will now expire on June 30, 2024.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. Section 2.0 – Term of Agreement, is hereby amended to expire on June 30, 2024.
2. Section 4.0 – Compensation for Services, of the Agreement, is hereby amended as set forth in Exhibit B attached hereto.
3. The Parties agree that this Amendment will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
4. All terms and conditions of the Agreement not amended by this Amendment No. 1 remain in full force and effect.

This Agreement is executed on this _____, 2023, at Malibu, California, and effective as of July 1, 2023.

CITY OF MALIBU

BRUCE SILVERSTEIN, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY’S OFFICE

TREVOR RUSIN, Interim City Attorney

CONSULTANT



By: MIKE PHIPPS
Title: Principal Engineering Geologist



City of Malibu

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Compensation for Services (Exhibit B)

The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his designee.

The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

Fixed Fee Services:

Fixed Fees shall include an initial planning review and one response review. Additional reviews will be performed on a time and materials basis.

Service Performed	Staff Name	Title	Consultant Rate	
Peer Review				
Geotechnical Review:				
Single Family Residence – Complex		Principal Geotechnical Engineer Principal Engineering Geologist Supervising Geotechnical Engineer Supervising Engineering Geologist Senior Geotechnical Engineer Senior Engineering Geologist Staff Engineer Staff Geologist Project Coordinator	\$3,772	
Single Family Residence – Standard			\$2,593	
Commercial, Multi-Family, Guest House, Second Unit			\$3,537	
Swimming Pool, addition, remodel, retaining walls, seawalls, slope repairs			\$2,357	
Onsite wastewater treatment systems (OWTS), foundation repairs			\$1,769	
Subdivisions, tract maps			# of lots x \$2,593	
Lot line adjustments, buildable lot created			\$2,593 (std.) or \$3,772 (complex)	
Plan check review			\$825	
Time and materials review			\$185/hour	
As-Built Geotechnical Report Review			\$185/hour	
Project Coordination			Project Coordinator	\$92.50/hour
Coastal Engineering Review:				
Standard (NSFR, substantial improvements, NOWTS)			Principal Engineering Geologist Principal Geotechnical Engineer Senior Engineer	\$1,313
Minor (unsubstantial improvements, remodels, additions)		\$609		
Complex		\$2,627		
Plan Check		\$609		
Time and materials review		\$185/hour		

Service Performed	Staff Name	Title	Consultant Rate
Environmental Health Review:			
Non-OWTS Review - Simple			
Planning Phase			\$664
Building Plan Check Phase			\$332
OWTS Review - Standard			
Planning Phase		Supervising Engineer	\$1,743
Building Plan Check Phase		Staff Geologist/Engineer	\$1,245
OWTS Review – Complex Commercial		Sr. Staff Geologist/Engineer	
Planning Phase		Principal Geologist	\$5,644
Building Plan Check Phase			\$3,237
OWTS Review - Reduced Setbacks			\$664
OWTS Review – Septic Tank Replacement or Future Dispersal Area			\$332
Time and materials review			\$166/hour
Counter Hours:			
Geotechnical		Supervising Engineering Geologist Principal Engineering Geologist Principal Geotechnical Engineer	\$185/hour
Coastal Engineering		Principal Engineering Geologist Principal Geotechnical Engineer	\$185/hour
Environmental Health		Supervising Engineer Staff Geologist/Engineer	\$166/hour

Professional Services:

Fees for professional services other than peer review and associated ESD services are based on an hourly rate.

Service Performed	Staff Name	Title	Hourly Rate
Engineering Oversight/QA-QC		Senior Principal Engineer	\$270
Geology Oversight/QA-QC		Senior Principal Geologist	\$270
Geotechnical Engineering Lead		Principal Engineer	\$245
Engineering Geology Lead		Principal Geologist	\$245
Geotechnical Investigations Civil Design/PS&E/Survey		Supervising Geotechnical Engineer	\$215
Geotechnical Support/Analysis		Senior Engineer	\$190
As-needed in-house testing		Senior Lab Technician	\$130
Admin/Project Coordination		Project Coordinator	(\$92.50 or half of geo hourly rate)
Misc. Construction Observation & Testing (all departments)		Senior Field Technician	\$160 (prevailing wage)*
PW Construction Observation (Engineer)		Supervising Geotechnical Engineer	\$215
Miscellaneous projects		Principal Engineer/Geologist	\$245
Miscellaneous projects		Supervising Engineer/Geologist	\$215
Miscellaneous projects		Senior Engineer/Geologist	\$190
Miscellaneous projects		Senior Staff Engineer/Geologist	\$175
Miscellaneous projects		Staff Engineer/Geologist	\$160
Miscellaneous projects		CAD/Tech. Illustrating/Drafting	\$130

Service Performed	Staff Name	Title	Hourly Rate
Miscellaneous projects		GIS Specialist	\$160
Env/Haz Waste Assessment/Remediation		HSE Manager	\$190
Training		Various Staff	NO CHARGE
Attend Meetings		Various Staff	\$185
Emergency Response		Senior Geologist/Engineer Principal Geologist/Engineer Supervising Geologist/ Engineer	\$185
Planning Commission Hearing Attendance		Senior Geologist	\$185
City Council Meeting Attendance		Principal Geologist Principal Geotechnical Engineer	
Consultation to Legal		Principal Geologist Senior Principal Engineer	\$245 \$270
Judicial Proceedings		Principal/Sr. Principal	\$4,640 / day
Expert / Witness Testimony		Principal/Sr. Principal	\$4,640 / day
Depositions (Expert Witness)		Principal/Sr. Principal	\$580 / hour
Depositions (Percipient Witness)	Depends on request	Supervising/Principal	\$215 / \$245
Weekend Work / Overtime	N/A	N/A	N/A

**Prevailing Wage, Straight Time*

Laboratory Testing and Geophysical Service Charges:

Laboratory testing and geophysical services shall be charged on a time and materials basis. Laboratory samples shall be stored for 60 days after the date of final report submittal unless special arrangements are made for longer storage.

Equipment and Supply:

	Rate
Inclinometer System	\$230 / day
Piezometer Data Acquisition System	\$120 / day
Drone System	\$230 / day
Total Station Surveying Equipment	\$350 / day
GPS/ Reflectorless Surveying Equipment	\$450 / day
Nuclear Moisture/ Unit Weight Gauge	\$170 / day
Rope Climbing Safety Equipment	\$290 / day
Multi-Channel Seismograph or ReMi System	\$345 / day

All rates listed above shall include overhead costs including, but not limited to salaries, benefits, insurance, office expenses, mileage, and courier service. If staff substitutions are necessary, or if staff is promoted, the original rates listed above will still apply.