Agenda Item A.8
CONSENT CALENDAR
Meeting Date: July 21, 2026

TO: Mayor and Councilmembers

SUBMITTED BY: Luz **"**Nina" Buelna, Public Works Director

PREPARED BY: Michael Winnewisser, Project Manager
Dan Rowell, Project Manager

SUBJECT: Public Works General Services and Professional Services Amendments with SCA of CA, LLC, Dewberry Engineers, Inc. and Budget Appropriation

RECOMMENDATION:

A. Authorize the City Manager to execute Amendment No. 1 to General Services Agreement Number 2026-042 with SCA of CA, LLC, for Municipal Street Sweeping Services increasing the contract authority by $75,903 for a total amount not-to-exceed amount of $120,902, and extending the termination date through October 31, 2026; and

B. Authorize the City Manager to execute Amendment No. 5 to Professional Design Services Agreement Number 2019-023 with Dewberry Engineers, Inc. for Design Services, for the San Jose Creek Multipurpose Path Project (CIP No.9006), increasing the contract authority by $1,233,465 for a total not-to-exceed amount of $7,463,370; and

C. Authorize a budget appropriation in the amount of $383,200 in the Highway Safety Improvements Grant Fund (Fund 417) for the Traffic Signals Upgrade Project (CIP No. 9083), as identified in Table 3 of the Fiscal Impacts section of the staff report.

BACKGROUND:

Public Works staff has engaged private consultants to perform a variety of professional services for the City since its incorporation in 2002. Public Works selected and executed agreements with the following consultants from the City's approved pre-qualified consultant list, approved by City Council on January 17, 2023, or through a request for proposals/qualifications (RFP/RFQ) to provide various professional services for the Public Works Department. The information below summarizes the services provided by each consultant, proposed amendments and agreements, justification, and recommended actions.

DISCUSSION:

SCA of CA, LLC

Public Works selected SCA of CA, LLC (SCA) for street sweeping services. An agreement with SCA was approved by the City Manager on June 26, 2026, for $44,999, for street sweeping services and to maintain continuity of service.

Amendment No. 1 to this agreement will increase the not-to-exceed amount by $75,903 to a new total not-to-exceed amount of $120,902 and extend the termination date to October 31, 2026, to allow time to complete the RFP process for a multi-year street sweeping contract.

Dewberry Engineers, Inc.

Public Works selected Dewberry Engineers, Inc. (Dewberry) to provide Professional Design Services following a competitive RFQ process. An agreement with Dewberry was approved by Council on March 5, 2019, for the professional design, engineering, permitting, and right-of-way services in conjunction with the San Jose Creek Multipurpose Path Project. This Agreement has been amended to provide additional design, environmental and permitting, right-of-way and design support during construction services, to identify new hourly rates and scope, and to extend the termination to June 30, 2028 (Amendment No. 1-4).

Amendment No. 5 to this agreement will increase the not-to-exceed amount of the professional services agreement by $1,233,465, for a new total not-to-exceed amount of $7,463,370 to provide continued design support during construction and to complete the design of the Union Pacific Railroad (UPRR) portion of the project.

Highway Safety Improvement Program

The Citywide Traffic Signal Upgrade Project (CIP 9083) includes the installation or upgrade of retroreflective back plates, video detection cameras, controllers, mast arms, and traffic signal heads at 32 signalized intersections. In addition, the Project includes an alternate to include Americans with Disability Act (ADA) compliant pedestrian crossing push buttons. In 2021, the City received the Highway Safety Improvement Program (HSIP) Cycle 10 Grant to upgrade and modernize existing City traffic signals at various locations throughout the City. The City was awarded a total of $3,120,100 for the project's preliminary engineering, design and construction phases.

FISCAL IMPACTS:

These amendments are funded by the accounts listed in the tables below. The FY 2026-27 budget has sufficient funding to cover additional costs, from Fund 211 (Solid Waste) Maintenance – Street Sweeping for SCA and Fund 205 (Measure A) project funding for Dewberry.

SCA of CA, LLC

Table 1 – Estimated Costs and Funding for Amendments

Vendor	Project Component	Estimated Total Costs
SCA	General Services	$75,903
Total:		**$75,903**
Dewberry	Professional Design Services	$1,233,465
Total:		**$1,233,465**

Funding Source	Funding Amounts
211-50-5900-51075	$75,903
Total:	**$75,903**
205-90-9006-57071	$1,233,465
Total:	**$1,233,465**

There are notable increases to the cost of Design for the San Jose Creek Multipurpose Path Project. These changes are being addressed by the amendment herein and are reflected in Table 2 below. Repeated design resubmission efforts with UPRR, coordination with Caltrans' Highway 217 Bridge Replacement Project, and various differing site conditions during construction have resulted in the need for increased design support from Dewberry.

Dewberry Engineers, Inc.

Table 2 – San Jose Creek Multipurpose Path Project Costs and Funding

Project Components	Project Costs
Conceptual Design	$1,837,267.00*
Environmental and Right-of-Way	$1,847,007.00*
Final Design	$6,133,080.50
Construction	$41,903,252.50

Funding Source	Funding Amounts
TDA (202)	$262,215
Measure A (205)	$4,007,157
Measure A (206)	$1,038,378
DIF (Transportation 220)	$4,947,268
DIF (Bicycle and Pedestrian 235)	$272,204
RSTP grant (305)	$30,689
ATP Grant - State (318)	$2,669,000
Housing and Community Development (HCD) (319)	$729,866
TCSP – Federal (407)	$76,510
ATP Grant – Federal (418)	$15,290,000
Redevelopment Project Fund (601)	$24,829

		Sales Tax Revenue Bond Proceeds (610)	$16,270,203
		TBD Grant (RCP) Pending Agreement	$6,102,288**
Total:	**$51,720,607**	**Total:**	**$51,720,607**

*Actual Costs to date

**If the RCP Grant is awarded, the project budget will be adjusted accordingly. This would allow the City to reallocate a portion of the Sales Tax Revenue Bond proceeds currently programmed for this project to other eligible capital projects.

HSIP Cycle 10 Grant

Public Works staff secured a construction phase increase of $383,200 to be funded by HSIP after bids were received that were slightly higher than the original estimate. This increase is identified in Table 3 below.

Table 3 – Recommended Budget Appropriations

Fund Type	Account Type	Account To	Amount
HSIP	Expense	417-90-9083-57071	$383,200
HSIP	Revenue	417-90-9083-44600	$383,200

ALTERNATIVES:

The City Council can elect not to approve the amendments and budget appropriation discussed herein; however, this would result in significant delays to the initiation and completion of the work associated with the maintenance and capital improvement projects.

LEGAL REVIEW BY: Isaac Rosen, City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. Amendment No. 1 to General Services Agreement No. 2026-042 with SCA of CA, LLC.
2. General Services Agreement No. 2026-042 with SCA of CA, LLC.
3. Amendment No. 5 to Professional Design Services Agreement 2019-023 with Dewberry Engineers, Inc.
4. Amendment No. 4, Amendment No. 3, Amendment No. 2, Amendment No. 1, Professional Services Agreement 2019-023 with Dewberry Engineers, Inc.

ATTACHMENT 1

Amendment No. 1 to General Services Agreement No. 2026-042 with SCA of CA, LLC.

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AMENDMENT NO. 1
TO A GENERAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
SCA OF CA, LLC

This **Amendment No. 1** to the General Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **SCA of CA, LLC,** ("Service Provider") dated June 26, 2026 ("Agreement," Agreement No. 2026-042) is made on this _____ day of _____, 2026.

SECTION A. RECITALS

1. This Agreement is for municipal street sweeping services in conjunction with the Municipal Street Sweeping Project; and

2. The Agreement currently provides for the total compensation amount not to exceed $44,999; and

3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of $75,903 for continued tasks; and

4. The Agreement currently provides in Section 6 for the termination of the Agreement on August 14, 2026; and

5. The parties desire to amend the Agreement so as to extend the termination of the Agreement to October 31, 2026; and

6. The City Council approved this Amendment No. 1, on this _____ day of ____, 2026.

SECTION B. AMENDED TERMS

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

1. **Subsection (a) of Section 2. <u>COMPENSATION AND PAYMENT</u>** of the Agreement is amended to add an additional authorized amount of $75,903 and to read in its entirety:

   (a) **<u>Maximum and Rate</u>**. The total compensation earned by or payable to the Service Provider, by the City, for any and all services under this Agreement are estimated to be **$120,902**, and **SHALL NOT EXCEED** the sum of **$120,902** (herein "not-to-exceed amount") and shall be earned on the following basis:

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At the rates and with reimbursement to the Service Provider for those expenses set forth in Service Provider's Schedule of Fees marked **Exhibit "B,"** attached and incorporated herein.

2. **Section 6.** **TERM** of the Agreement is amended to extend the term for an additional two (2) months to read in its entirety:

The term of this Agreement is from the date first written above to October 31, 2026, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

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

CITY OF GOLETA

_____
Robert Nisbet, City Manager

SERVICE PROVIDER

DocuSigned by:
Brad Becker
D061C5B895034FD...
Brad Becker, Regional Vice President

ATTEST:

_____
Deborah Lopez, City Clerk

Signed by:
Patrick Bobo
D1C81A788E8F42C...
Patrick Bobo, Chief Legal Officer

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:
Scott Shapses
4365248AE5424CE...
Scott Shapses, Deputy City Attorney

ATTACHMENT 2

General Services Agreement No. 2026-042 with SCA of CA, LLC.

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Project Name: Municipal Street Sweeping Project

AN AGREEMENT FOR GENERAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
SCA OF CA, LLC

THIS GENERAL SERVICES AGREEMENT ("Agreement"), made and entered into this 26th day of June, 2026, by and between the **CITY OF GOLETA**, a municipal corporation (hereinafter referred to as "City"), and **SCA of CA, LLC,** a California Corporation (hereinafter referred to as "Service Provider").

SECTION A. RECITALS

1. This Service Provider will be providing municipal street sweeping services in conjunction with the Municipal Street Sweeping project; and

2. Service Provider represents that it is sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the City; and

3. Service Provider was recommended for award of this Agreement in compliance with Goleta Municipal Code Section 3.05.090 by selecting the only qualified firm able to maintain continuity of service; and

4. The City Manager is authorized to execute this Agreement pursuant to Goleta Municipal Code section 3.05.070 because the Agreement does not exceed $45,000.

SECTION B. TERMS

1. RETENTION OF SERVICE PROVIDER

City hereby retains Service Provider, and Service Provider hereby accepts such engagement, to perform municipal street sweeping services, as requested, and attached herein as **Exhibit "A"**. Service Provider warrants it has the qualifications, experience and facilities to properly and timely perform said services.

2. COMPENSATION AND PAYMENT

(a) Maximum and Rate. The total compensation earned by or payable to the Service Provider, by the City, for any and all services under this Agreement are estimated to be **$44,999.00**, and **SHALL NOT EXCEED** the sum of **$44,999.00** over the life of the Agreement, and shall be earned on the following basis:

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The rates and with reimbursement to the Service Provider's Schedule of Fees marked **Exhibit "B,"** attached and incorporated herein.

(b) Payment. All payments shall be made within 30 days after the Service Provider has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City's Project Manager.

3. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by the Service Provider shall be accomplished under the general direction of, and coordinate with, the City's "Project Manager", as that staff person is designated by the City from time to time, and who presently is Dan Rowell.

4. PROGRESS AND COMPLETION

Project Manager shall assign, in writing, Service Provider with discrete small projects, which shall in no event exceed $1,000.00 per project. Service Provider shall commence work on the services to be performed on each project as requested and authorized by the Project Manager.

For each discrete job requested by the Project Manager, Service Provider must respond to provide at least an initial assessment of the project. Service Provider will provide an estimate to the Project Manager and only start work upon written authorization from the Project Manager.

5. AGREEMENT PERFORMANCE

Non-Exclusivity. This Agreement is non-exclusive. City reserves the right to retain, employ, Agreement with other qualified providers of services during the term of this Agreement on such occasions and in such circumstances as City shall determine are appropriate.

Ability to Perform. The Service Provider warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.

Laws to be Observed. The Service Provider shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of Goleta ordinances, regulations and adopted codes during its performance of the work.

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Payment of Taxes. The Agreement prices shall include full compensation for all taxes which the Service Provider is required to pay.

Permits and Licenses. The Service Provider shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.

Prevailing Wage. The Service Provider is obligated to pay prevailing wages under the California Labor Code. Service Provider agrees to indemnify, defend and hold City harmless from any claim that prevailing wages should have been paid, and shall be liable for the payment of the same and any penalties thereon. It is the responsibility of the Service Provider to be familiar with the California Labor Code, and failure or neglect of the Service Provider to understand the California Labor Code shall in no way relieve him from any obligations.

Safety Provisions. The Service Provider shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Preservation of City Property. The Service Provider shall provide and install suitable safeguards, approved by City, to protect City property from injury or damage. If City property is injured or damaged as a result of the Service Provider's operations, it shall be replaced or restored at the Service Provider's expense. The facilities shall be replaced or restored to a condition as good as when the Service Provider began work.

Immigration Act of 1986. The Service Provider warrants on behalf of itself and all subcontractor Providers engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Nondiscrimination. The City reaffirms its ongoing commitment to equality in the conduct of City business, and prohibits any policy, plan, program, custom or practice, including harassment, in the conduct of City business. No discrimination or discriminatory practice shall occur in either employment of persons for, or completion of, the work contemplated by this Agreement, when such discrimination is based on race, color, national origin, or ancestry; religion; sex; gender, gender identity, gender expression, or gender transitioning status; physical disability, mental disability, medical condition, or genetic information; marital or domestic partner status; citizenship status; age; sexual orientation; exercising a legally protected right to an employment leave of absence; status as a victim of domestic violence, sexual assault, or stalking; reproductive health decision-making, or any other classification protected under state or federal law. Among other possible violations of law, a violation of this section exposes Service Provider to the penalties provided for in Labor Code Section 1735.

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Paper Products and Printing Requirements. To the extent this contract provides paper products, and printing and writing paper for the City, Service Provider must meet quality standards and criteria specified in SB 1383, Sections 22150-22154 of the Public Contract Code and 16 Code of Federal Regulations (CFR) Section 260.12 by:

a. If fitness and quality are equal, provide recycled products, instead of nonrecycled products whenever recycled products are available at the same or a lesser total cost than nonrecycled items.
b. Provide paper products and printing and writing paper that meet Federal Trade Commission recyclability standard as defined in 16 CFR Section 260.12.
c. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the paper products and printing and writing paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the paper products, printing and writing paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
d. Certify in writing, on invoices or receipts provided, that the paper products and printing and writing paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 CFR Section 260.12.
e. Comply with any other requirements in Goleta Municipal Code Section 8.10.900(B).

Organic Waste Use Requirements. To the extent this contract provides landscaping maintenance, renovation, and construction services, Service Provider must:

a. Use compost and SB 1383 eligible mulch, as practicable, produced from recovered organic waste, for all landscaping renovations, construction, or maintenance performed for the City, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 eligible mulch used for land application must comply with 14 CCR Section 18993.1 - 18993.4, and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Sections 17852(a)(24.5)(A)(1) through (3).
b. Keep and provide records of procurement of recovered organic waste products (either through purchase or acquisition) to the City's

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Designated Representative, upon completion of projects. Information to be provided must include:

i. General description of how and where the product was used and if applicable, applied;
ii. Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the recovered organic waste products were procured;
iii. Type of product;
iv. Quantity of each product; and,
v. Invoice or other record demonstrating purchase or procurement.

c. Comply with all requirements in Goleta Municipal Code Section 8.10.900(A).

Work Delays. Should the Service Provider be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at City's sole option, be extended for such periods as may be agreed upon by City and the Service Provider. In the event that there is insufficient time to grant such extensions prior to the completion date of the Agreement, City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

Inspection. The Service Provider shall furnish City with every reasonable opportunity for City to ascertain that the services of the Service Provider are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to City's inspection and approval. The inspection of such work shall not relieve Service Provider of any of its obligations to fulfill its Agreement requirements.

Audit. City shall have the option of inspecting and/or auditing all records and other written materials used by Service Provider in preparing its invoices to City as a condition precedent to any payment to Service Provider.

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Interests of Service Provider. The Service Provider covenants that it presently has no interest, and shall not acquire any interest, direct or indirect or otherwise, which would conflict in any manner or degree with the performance of the work hereunder. The Service Provider further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Service Provider certifies that no one who has or will have any financial interest in performing this work is an officer or employee of City. It is hereby expressly agreed that, in the performance of the work hereunder, the Service Provider shall at all times be deemed an independent Service Provider and not an agent or employee of City.

6. TERM

This Agreement shall expire on August 14, 2026.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than Service Provider's drafts, notes and internal memorandum), including duplication of same prepared by Service Provider in the performance of these services, shall become the property of the City upon termination of the consulting services pursuant to this Agreement and upon payment in full of all compensation then due Service Provider. If requested by the City, all, or the designated portions of such, shall be delivered to the City. The City agrees to hold the Service Provider 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 the Service Provider is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBSERVICE PROVIDER

This Agreement is for general services which are personal to City. Mike Justice is deemed to be specially experienced and is a key lead for services provided, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, City on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, City may terminate this Agreement. Service Provider must ensure that subcontractors must adhere to all applicable provisions of this Agreement relating to providing services to City. This Agreement is not assignable by Service Provider without City's prior consent in writing.

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Service Provider's Damages. The Service Provider

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holds the City, its elected officials, officers and employees, harmless from all of Service Provider's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to the Service Provider, to the Service Provider's employees, to Service Provider's Service Providers or subcontractor, or to the owners of the Service Provider's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or occur while Service Provider is in a City building or on City property, or which are connected, directly or indirectly, with the Service Provider's performance of any activity or work required under this Agreement.

(b) Defense and Indemnity of Third-Party Claims/Liability. Service Provider shall investigate, defend, and indemnify the City, its elected officials, officers and employees, from any claims, lawsuits, demands, judgments and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, professional errors and omissions arising out of, directly or indirectly, an error, a negligent act or negligent omission of the Service Provider or of Service Provider's subcontractor, or the willful misconduct of the Service Provider or Service Provider's Service Providers/subcontractor, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions in law or equity concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, reasonable attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related to such litigation. Service Provider's indemnification obligations shall be reduced to the extent Service Provider is reasonably prejudiced by City's unreasonable delay in providing notice of such claims.

(c) Nonwaiver. The 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 the City, or the deposit with the City, of any insurance certificates or policies described in section 10.

10. INSURANCE

Service Provider shall, at Service Provider'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

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in the aggregate.

b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of $1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.

c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of $1,000,000 per accident or disease.

Liability insurance policies required to be provided by Service Provider hereunder shall contain or be endorsed to contain the following provisions:

a) Except for professional liability insurance, 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 Agreement. 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) Except for professional liability insurance, liability coverage required by this Agreement shall be primary and non-contributing with any insurance maintained by City.

d) 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.

e) Except with respect to professional liability insurance, no liability insurance coverage provided to comply with this Agreement shall prohibit Service Provider, or Service Provider's employees, or agents, from waiving the right of recovery prior to a loss where such waiver

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does not appear in the policy itself. Service Provider waives its right of recovery against City.

f) Service Provider agrees to deposit with City within fifteen days of Notice to Proceed of the Agreement certificates of insurance and required endorsements.

g) There shall be no recourse against City for payment of premiums or other amounts with respect to the insurance required to be provided by Service Provider 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 terminate the Agreement.

h) Service Provider agrees to provide immediate notice to City of any claim or loss against Service Provider 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. RELATION OF THE PARTIES

The relationship of the parties to this Agreement shall be that of independent contractor and that in no event shall Service Provider be considered an officer, agent, servant or employee of City. The Service Provider shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. TERMINATION BY CITY

The City, by notifying Service Provider in writing, may upon five (5) calendar days notice, terminate any portion or all of the services agreed to be performed under this Agreement. In the event of such termination, Service Provider 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 Service Provider within 30 days following submission of a final statement by Service Provider.

13. CORRECTIONS

The Service Provider shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Service Provider's work. Should Service Provider fail to make such correction in a reasonably timely manner, such correction

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shall be made by the City, and the cost thereof shall be charged to Service Provider.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Service Provider of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to Service Provider for anything done, furnished or relating to Service Provider'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 five (5) calendar days of the receipt of that check, whichever occurs first. However, any approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of Service Provider, its employees, subcontractors, agents and Service Providers 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 the City for any defect or error in the work prepared by Service Provider, its employees, subcontractor, agents and Service Providers.

15. 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.

16. CONFLICT OF INTEREST

Service Provider is unaware of any City employee or official that has a financial interest in Service Provider's business. During the term of this Agreement and/or as a result of being awarded this Agreement, the Service Provider shall not offer, encourage or accept any financial interest in Service Provider's business by any City employee or official. If a portion of Service Provider's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an Agreement with a developer of any land within the City or with a City franchisee, the Service Provider warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any Agreement or request to perform services for that identified developer/franchisee during the term of this Agreement.

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17. 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 and, should litigation occur, venue shall be in the Superior Court of Santa Barbara.

18. 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.

19. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Service Provider'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.

20. 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:
Robert Nisbet, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO SERVICE PROVIDER:
Terry Roberts
SCA of CA, LLC.
3031 N Rocky Point Drive W, Ste. 730
Tampa, FL 33607

21. 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

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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

Signed by:
Robert Nisbet
1AEBACAD159E4D7...
Robert Nisbet, City Manager

SERVICE PROVIDER - SCA of CA, LLC

DocuSigned by:
Brad Becker
D061C5B895034FD...
Brad Becker, Regional Vice President

ATTEST:

DocuSigned by:
Deborah Lopez
A3E09F3473CA47E...
Deborah Lopez, City Clerk

Signed by:
Patrick Bobo
D1C81A788F42C...
Patrick Bobo, Chief Legal Officer

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:
Scott Shapses
4365240AE5424CE...
Scott Shapses, Deputy City Attorney

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EXHIBIT A
SCOPE OF WORK

The Contractor shall furnish all materials, labor, supervision, and equipment necessary to perform all work required for the sweeping of streets in the City of Goleta in accordance with federal, state, and local laws, rules, and regulations.

All sweeping shall be conducted to the satisfaction of the City.

TASK 1: Routine Street Sweeping Services

- City streets and parking lots at locations shown in the Street Sweeping Route Map in Exhibit C. This also includes the number of curb miles billable for each route. Any changes to curb miles billable shall be pre-approved by the City in writing.
- The City reserves the right to change the frequency of sweeping routes, modify routes with either reduction or addition of curb miles swept, and add new streets and routes to be swept. Adjustments to frequency, including increases and/or decreases, may be made by the City, upon 15 days' notice to the contractor.
- Equipment Requirements:
  - Compliance with Caltrans Standard Specifications Section 7-1.02K (6) (j) (Air Pollution Control) and Greenbook Section 7-10 (Equipment).
  - Utilize vacuum-assisted sweepers that have dual side brooms and a central pick-up broom, like a rear broom.
- Hauling and Disposal:
  - Collected debris must be transported in covered vehicles to an approved disposal or recycling facility.
  - Compliance with Caltrans Section 13 (Water Pollution Control) and State Water Board Trash Capture Requirements.
  - Submit disposal manifests or weight tickets as part of the daily log and attachments to invoice statements.
- Performance Standards:
  - After sweeping, there will be no debris greater than ½ inch remaining.
  - Sweeping will not damage streets, gutter pans, curbs, curb ramps, or vegetation.
  - Contractor will resolve all required corrective actions within 24 hours of notification by the City.
- **TASK 1 Deliverable:**
  - Within 2 weeks of the award, the contractor shall propose updated routes and schedules, with both sides of each street being swept on the same day. Once routes are finalized, they must be adhered to. All streets must be swept at least twice per month.

TASK 2: Sweeping After Special Events

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- The Contractor shall attend pre-event meetings at the City's request in the weeks before each event to review required logistics and timing. The Contractor shall immediately sweep after the event in the manner to be described at the pre-event meeting the week before each event. Some events may require the contractor to provide two or three sweepers. Event dates and details are subject to change:
    - Independence Day (Saturday closest to July 4th)
    - Holiday Parade (First Friday in December)

TASK 3: Cleaning Around Obstructions

- The Contractor shall conduct monthly and ad-hoc manual cleaning (with trash grabber, leaf vacuum, manual removal, or other method) and debris collection surrounding obstructions, such as parked cars and personal property. Areas of the City with a high propensity for obstructions that will be cleaned monthly are depicted in Exhibit C as Additional Cleaning.

TASK 4: Emergency Services

- The Contractor shall provide an emergency phone number of the Contractor's representative for emergencies. The Contractor shall respond to City emergency requests within two (2) hours. If the two-hour time is exceeded, the contractor shall pay for the city's cost recovery to perform the work.
    - **City Cost Recovery**. If City staff time, resources, or third-party contractor services are required to administer, inspect, oversee, correct, or complete the Contractor's work, the Contractor shall be assessed **a flat City cost recovery fee of $2,500 per occurrence.**
    - The City may perform such work using City forces or retain its own contractor, at the City's discretion. The City may deduct the cost recovery fee from the Contractor's progress payments or monthly invoices. Any additional costs incurred by the City beyond the flat fee shall be reimbursed by the Contractor upon invoice.

TASK 5: Reporting

- The Contractor shall maintain a database on daily activities and submit to City with monthly invoices or upon request; daily activity reports shall contain the following related to services outlined in Task 1, Task 3, and Task 4 above:
    - Route identification, date, day of week
    - Photographic documentation
    - Operator Name
    - Curb miles swept
    - Volume of debris collected
    - Weight of debris collected
    - If needed, the reason for cancellation or missed sweeps

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    - Maintenance records for all sweeping equipment used to perform contract tasks.
- Monthly services will not be paid by the City until the reports are submitted and approved by the City.
- **Task 5 Deliverable:**
    - Provide City Project Manager access to the database on daily activities, as well as any geospatial positioning system (GIS) that the Contractor utilizes to track route performance. The contractor will provide up to six (6) hours of training, as needed, for the City Project Manager to use the database and GIS.

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EXHIBIT B
SCHEDULE OF FEES

Contractor is responsible for disposal costs.
Disposal costs will be paid for by Contractor.

Scope Item	Description and Notes	Unit	$/Unit	July 1, 2026 – July 31, 2026	August 1 2026 – August 14, 2026
Task 1: Standard Sweeping Services	Fully burdened per-curb-mile sweeping rate for monthly invoices: $69.50 per-curb-mile Total Monthly Billable Curb Miles: 409 curb miles • Zone 8: 33 curb miles (66 billable curb miles per month) • Zone 9: 30.5 curb miles (61 billable curb miles per month) • Zone 10: 38.75 curb miles (77.5 billable curb miles per month) • Zone 11: 33 curb miles (66 billable curb miles per month) • Zone 12: 30.5 curb miles (61 billable curb miles per month) • Zone 13: 38.75 curb miles (77.5 billable curb miles per month) *Example Monthly Invoice for Zone 8 in Task 1:* • *Zone 8: 33 curb miles; 2 sweeping days; 0 downtime curb miles* • *33 curb miles x 2 sweeping days x $69.50 per-curb-mile = $4,587.00*	Curb Mile	$69.50	$28,425.50	$12,973.50
Task 3: Obstructions	Cleaning around obstructions is billed hourly. Identify the following information for compensation earned or payable to the Service Provider, by the City, for Task 3: • **Fully Burdened Flat Fee Monthly Rate: $1,800.00**	Flat Fee	$1,800.00	$1,800.00	$1,800.00
TOTAL				**$30,225.50**	**$14,773.50**

TOTAL NOT TO EXCEED AMOUNT $44,999.00

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EXHIBIT C
STREET SWEEPING ROUTE MAP

Interactive map available online at www.cityofgoleta.org/StreetSweeping

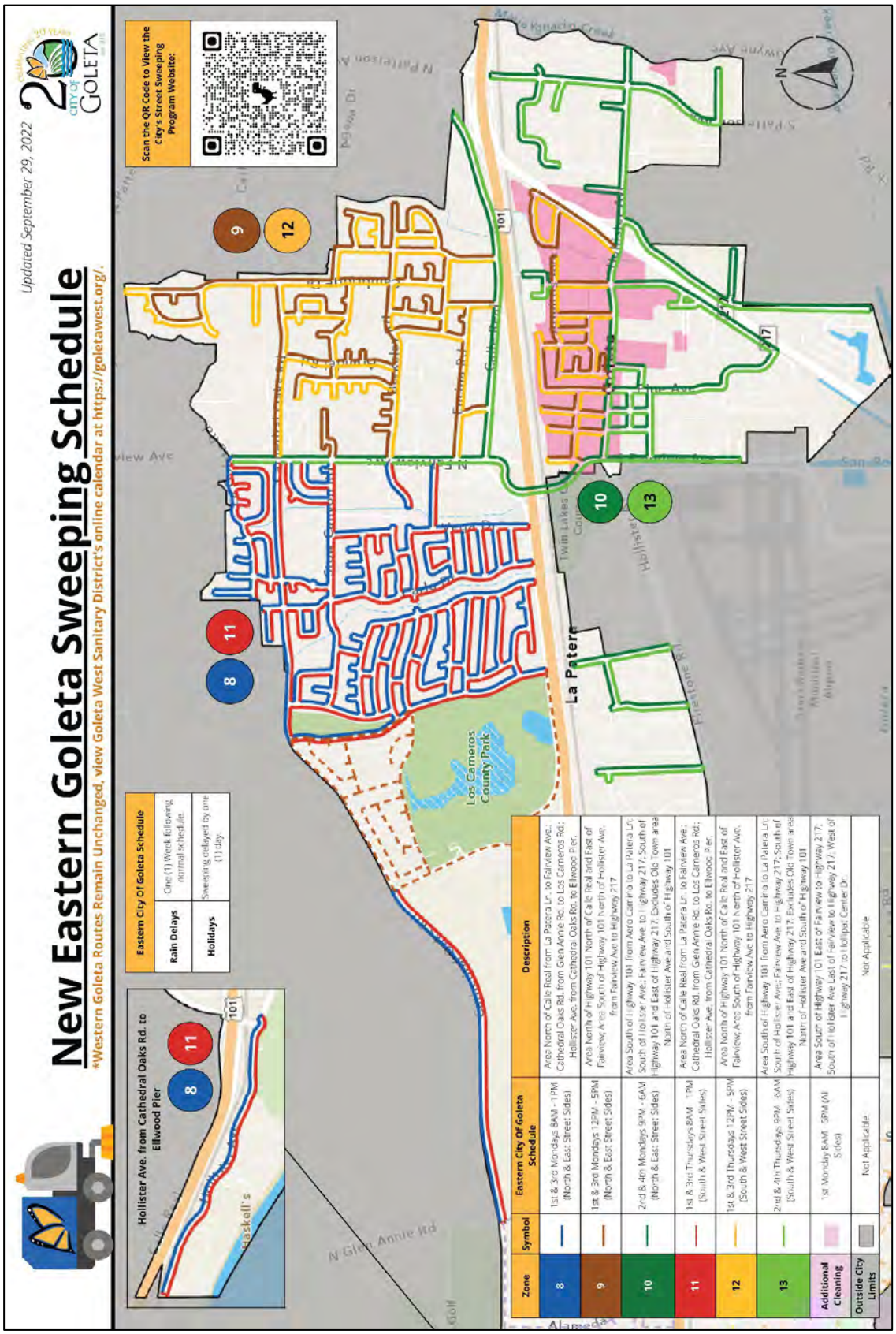

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EXHIBIT D
LABOR CODE REQUIRED PROVISIONS

1.1.1 Prevailing Wages. Service Provider is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Service Provider agrees to fully comply with such Prevailing Wage Laws. City shall provide Service Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement upon request. Service Provider shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Service Provider's principal place of business and at the project site. Service Provider shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Service Provider and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

1.1.2 Apprenticeable Crafts. When Service Provider employs workmen in an apprenticeable craft or trade, Service Provider shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Service Provider. The Service Provider or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

1.1.3 Hours of Work. Service Provider is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Service Provider shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

1.1.4 Payroll Records. Service Provider and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Service Provider in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Service Provider shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Service Provider must comply with this section. Should noncompliance still be evident after such 10-day period, Service Provider shall, as a penalty to City, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works

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with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Service Provider. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

1.1.5 Service Provider and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Service Provider is directed to review, fill out and execute the Public Works Service Provider Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

1.1.6 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Service Provider's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Agreement and applicable law. Any stop orders issued by the Department of Industrial Relations against Service Provider or any subcontractor that affect Service Provider's performance of services required by this Agreement, including any delay, shall be Service Provider's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Service Provider caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Service Provider shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Service Provider or any subcontractor.

ATTACHMENT 3

Amendment No. 5 to Professional Design Services Agreement 2019-023 with Dewberry Engineers, Inc.

Docusign Envelope ID: D90A3511-2A28-8093-8217-FD9B84BCF825

AMENDMENT NO. 5
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DEWBERRY ENGINEERS, INC.

This **Amendment No.** 5 to the Professional Design Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Dewberry Engineers, Inc.** ("Consultant") dated March 5, 2019 ("Agreement," Agreement No. 2019-023) is made on this ____ day of _____, 20___.

SECTION A. RECITALS

1. This Agreement is for the professional design engineering, permitting, and right of way services in conjunction with the San Jose Creek Multipurpose Path (Northern and Southern Segments) Project; and

2. This Agreement has been amended to provide additional design, environmental, permitting, right of way, and bidding support services (Amendment No. 1, 2, 3, and 4); and

3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed $6,229,905; and

4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of $1,233,465 for continued tasks; and

5. The City Council approved this Amendment No. 5, on this ____ day of _____, 20___.

SECTION B. AMENDED TERMS

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

1. **Subsection (a) of Section 3. <u>COMPENSATION AND PAYMENT</u>** of the Agreement is amended to add an additional authorized amount of $1,233,465 and to read in its entirety:

   (a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of $<u>7,463,370</u> (herein "not-to-exceed amount") and shall be earned as the work progresses.

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Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B-4," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2028, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

In concurrence and witness whereof, this Amendment No. 5 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

_____
Robert Nisbet, City Manager

CONSULTANT

_____
John G. Hoole, PE, Vice President

ATTEST:

_____
Deborah Lopez, City Clerk

_____
Jose Sliva, PE, Vice President

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:
Scott Shapses
8E54D649018644D...
_____
Scott Shapses, Deputy City Attorney

ATTACHMENT 4

Amendment No. 4, Amendment No. 3, Amendment No. 2, Amendment No. 1, Professional Services Agreement 2019-023 with Dewberry Engineers, Inc.

Agreement No. 2019-023
City of Goleta, California

AGREEMENT FOR PROFESSIONAL DESIGN SERVICES BETWEEN THE CITY OF GOLETA AND DRAKE HAGLAN AND ASSOCIATES

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") is made and entered into this 5th day of March, 2019, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **DRAKE HAGLAN AND ASSOCIATES,** a California Corporation, herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional design services, for San Jose Creek Southern Extent 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, the CITY procured these services in compliance with Goleta Municipal Code Section 3.05.240. CONSULTANT was approved by Council on December 20, 2016 and placed on a short list of pre-approved Consultants for Engineering Design services after review of a Request for Qualifications based selection; and

WHEREAS, the City Council, on this 5th day of March, 2019, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional engineering services in conjunction with San Jose Creek Southern Extent Project. Services shall generally include conceptual design and environmental services to provide project approval and environmental documentation (PA&ED) for the implementation of a new multipurpose bicycle/pedestrian path to be constructed south of Hollister Avenue

adjacent to and crossing under State Route 217 near the bridge crossing of San Jose Creek, 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 $1,436,017 (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 Teresa Lopes, Senior Project Manager. Project Manager shall have the authority to act on behalf of the CITY in

administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to June 30, 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. All services shall be completed by the termination date of this agreement.

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

- Parikh Consultants, Inc. – Preliminary Geotechnical Report, Gary Parikh
- Hamner, Jewell and Associates – Right of Way Data Sheets, Lillian Jewell
- Avila and Associates – Hydraulic Modeling, Catherine Avila
- MNS Engineers, Inc. – Topographic and Right of Way Survey, Mark Reinhardt
- Y&C Transportation Consultants, Inc – Lighting Concept, Dan Yau
- GHD – Traffic Analysis, Jim Damkowitch

9. HOLD HARMLESS AND INDEMNITY

(a) Indemnification and Defense for Professional Service. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by CITY in direct proportion to the CONSULTANT's proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

(b) For All Other Liabilities. Notwithstanding the foregoing and without diminishing any rights of CITY, for any liability, claim, demand, allegation against CITY arising out of, related to, or pertaining to any act or omission of CONSULTANT, but which is not a design professional service, CONSULTANT shall defend, indemnify, and hold harmless CITY, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the CITY, except for the sole or active negligence of, or willful misconduct of the CITY.

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of $1,000,000 per occurrence and $2,000,000 in the aggregate.

b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of $1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.

c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of $1,000,000 per accident or disease.

d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of $1,000,000 per claim and in the aggregate.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.

b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.

c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

d) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.

e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.

f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.

g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.

h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.

i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATIONSHIP OF CONSULTANT TO CITY

The relationship of the CONSULTANT to CITY shall be that of an independent contractor and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. CORRECTIONS

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in

a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

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

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by

such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

22. NON-APPROPRIATION OF FUNDS

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of

CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

23. MODIFICATION OF AGREEMENT

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

24. USE OF THE TERM "CITY"

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

25. PERMITS AND LICENSES

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

26. CAPTIONS

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

27. AUTHORIZATION

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

28. ENTIRE AGREEMENT BETWEEN PARTIES

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

29. PARTIAL INVALIDITY

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

30. NOTICES

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

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

TO CONSULTANT: Attention: Craig Drake
Drake Haglan and Associates
11060 White Rock Road, Suite 200
Rancho Cordova, CA 95670

31. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

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

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

CITY OF GOLETA

Michelle Greene, City Manager

CONSULTANT

Craig Drake, Chief Financial Officer

ATTEST

Deborah Lopez, City Clerk

Dennis M. Haglan, President

APPROVED AS TO FORM

Winnie Cai, Assistant City Attorney

EXHIBIT A
SCOPE OF WORK

The purpose of the project is to provide project approval & environmental documentation (PA&ED) for the project

Scope Assumptions:

1. This scope of services assumes that a project report would be required by Caltrans to transmit the PA&ED. A PSR-PDS/PEAR is included in this scope of services as an optional task. In the event a PSR-PDS/PEAR is required by Caltrans, this would be prepared prior to completing the PA&ED.

2. The environmental documentation for this project is for CEQA approval only. NEPA clearance is included as an optional task, should federal funds become available for this project.

3. It is assumed that the CITY will be the lead agency for CEQA and should federal funds become available, Caltrans will be the lead agency for NEPA. This will be confirmed during the project kick off meeting.

4. Operational Air and noise impacts are not anticipated with the trail project. However, Noise and Air Quality construction impact analyses are included as part of this scope of services.

5. It is assumed that a Concept Approval Report is not required for the trail project within Caltrans right of way. However, an encroachment exception shall be required.

6. A Value Analysis is not required per MAP-21. Value Analyses are only required for projects over $50 million and bridge projects over $40 million.

Task 1: Project Management / Project Controls
The following Project Management tasks shall be ongoing throughout the duration of the contract.

1.1 Project Management
CONSULTANT shall manage the project through a combination of schedule and budget tracking. The CONSULTANT Project Manager shall manage and direct subconsultant personnel and shall maintain close coordination with the CITY Project Manager and Caltrans oversight team.

Progress reports shall be prepared and submitted to the CITY monthly. The progress reports shall identify work completed since the last report, work anticipated for the next month, and action items to keep the project on track and moving forward. CONSULTANT shall also prepare a project schedule in Microsoft Project to track work on the project. The

project schedule shall show milestones and deliverables as described in this Scope of Work. An updated schedule indicating project progress shall be prepared and submitted at each project status/project development team meeting.
Project files shall be maintained using the Caltrans Uniform File System. CONSULTANT shall prepare and maintain a project information binder that includes copies of important project documents such as the final scope of services, list of deliverables, the baseline project schedule, current plans, reports, exhibits, and a project contact list with the project organization chart.

1.2 Project Status and PDT Meetings
The CONSULTANT in association with the CITY Project Manager shall identify key agencies and personnel to be included in the core Project Development Team (PDT). At a minimum, the core PDT is composed of the CONSULTANT Project Manager, the CITY Project Manager, a representative of Santa Barbara County, a representative of SBCAG, and a representative from Caltrans District 5 Design.

Teleconferences shall be held periodically, approximately every two weeks (up to 36 teleconferences) between the project design team and the CITY Project Manager. The purpose of these meetings is to communicate project team status and discuss project issues. CONSULTANT shall facilitate these teleconferences by providing the conference calling site, agendas and meeting notes with action items.

CONSULTANT shall facilitate combined project status / PDT meetings at the CITY of Goleta offices at key milestones or as needed (up to 10 meetings). The meetings shall include a discussion of project issues including schedule, funding and project design issues. For each PDT meeting, CONSULTANT shall arrange for the appropriate participants to attend, prepare a meeting agenda in consultation with the CITY Project Manager, and distribute the agenda to the attendees prior to the meetings. CONSULTANT shall distribute draft meeting minutes to each of the attendees for review and comment within one (1) week of each meeting. CONSULTANT shall allow one (1) week for comments from the attendees and shall distribute final meeting minutes within one (1) day of receipt of attendee comments.

Stakeholders, including those that may or may not be part of the PDT, shall be kept informed of the project progress and involved in the process.

1.3 Local Program Compliance/Federal & State Programs Management
CONSULTANT shall assist CITY in coordinating project programming compliance, in accordance with the Caltrans Project Development Procedures for locally funded projects on the State Highway System. This shall also include compliance with the most recent guidelines for FHWA programs that may be used in the funding mix.

1.4 California Coastal Commission Coordination
CONSULTANT shall lead the coordination with the California Coastal Commission through the development of the Project Report. CONSULTANT shall attend up to three (3) face to face focus meetings. CONSULTANT shall prepare correspondence and

exhibits needed to communicate and coordinate proposed improvements with the California Coastal Commission.

1.5 Quality Control
CONSULTANT shall provide internal quality control on products submitted to the CITY. A project specific Quality Control Plan shall be developed before work begins and shall include procedures and checklists for the functional units. CONSULTANT shall provide an independent quality control and constructability review. Quality control shall be accounted for and shown on the project schedule and the plan shall be included in the project information binder.

Deliverables Task 1
- Agenda for each project status/PDT meeting
- Meeting minutes for each project status/PDT/Coordination Meeting
- Project Information Binder
- Correspondence and Exhibits to Coordinate with California Coastal Commission
- Quality Control Plan
- Project Schedule
- Progress Reports

Task 2: Project Study Report – Project Development Support (PSR-PDS) – Optional

2.1 PSR-PDS Document – Optional

CONSULTANT shall complete a PSR-PDS level document for up to two (2) alternatives including a no-build alternative and obtain approval from the CITY and Caltrans. The opinion of probable range of construction cost shall be provided. The appropriate exhibits and attachments shall also be prepared and included in the submittals. The PSR-PDS shall follow the guidelines in the Caltrans Project Development Procedures Manual, APPENDIX S – Preparation Guidelines for Project Study Report-Project Development Support Project Initiation Document.

The administrative draft PSR-PDS shall be submitted to the CITY and Caltrans for review. Resolved administrative draft review comments shall be incorporated into a draft PSR-PDS. Resolved draft review comments shall be incorporated into a draft final PSR-PDS and re-submitted to the CITY and Caltrans for review. Minor draft final review comments shall be incorporated and approval. CONSULTANT shall attend up to two meetings/teleconferences. This scope includes up to three (3) rounds of review and comments prior to final PSR-PDS approval.

The following documents are to be completed and submitted as attachment to the PSR-PDS:
- Location Map
- Conceptual Plans

- Conceptual Project Cost Estimate
- Right of Way Conceptual Cost Estimate Component
- Preliminary Environmental Analysis Report (PEAR)
- Transportation Management Plan (TMP) Data Sheet
- Storm Water Data Report (SWDR)
- Risk Register
- Quality Management Plan (QMP)
- Traffic Engineering Performance Assessment (TEPA)
- Transportation Planning Scoping Information Sheet (TPSIS)

DELIVERABLES TASK 2 - OPTIONAL

- Administrative Draft PSR-PDS – Fifteen (15) hard copies
- Draft PSR-PDS - Fifteen (15) hard copies
- Draft Final PSR-PDS – Fifteen (15) hard copies
- Final PSR-PDS - Five (5) hard copies
- Submittals shall include PDF
- Response to Comments

Task 3: Preliminary Environmental Analysis Report (PEAR) – Optional

3.1 PEAR – Optional

CONSULTANT shall review existing studies, consult databases, conduct windshield surveys of the area within the project limits and consult map resources to gather information to assess potential impacts for the PEAR. The PEAR shall define the project description and purpose and need, as well as identify environmental issues and constraints of the project area. Environmental issues that may require further detailed study shall be documented in the PEAR. The PEAR shall provide information on the project description, define the purpose and need statement that addresses the discretionary actions(s), and recommend the technical study work program based on the current project information and existing project site conditions. Within the PEAR, the project's purpose and need shall provide the basis for the appropriate regulatory guidance documentation for compliance with both NEPA and CEQA. The technical study work program portion of the PEAR shall become the basis for the work scope for the required CEQA and NEPA compliance documentation. A draft and final PEAR shall document the results of the initial environmental resources review as described in the subtasks below and shall identify the appropriate level of technical studies required for the proposed project.

The administrative draft PEAR shall be submitted to the CITY for review and comment. Once comments have been received by the CONSULTANT, and changes have been incorporated, CONSULTANT shall prepare a draft PEAR for submission to Caltrans for review and approval.

3.2 Cultural Resources

CONSULTANT cultural resources specialist shall conduct a background records search and literature review at the regional Information Center of the California Historical

Resources Information System (CHRIS). The records search and literature review shall include the proposed project area as well as a 1-mile buffer around the area. If the proposed project has the potential to affect known resources, these resources shall be discussed and mapped. Cultural resources technical reports that are anticipated for compliance with Section 106 and CEQA shall be listed.

3.3 Biology

CONSULTANT biologist shall obtain and review existing information to identify the potential biological resources that may be associated with the proposed project. The biologist shall conduct a reconnaissance survey of the project area and identify potential resource issues. The biologist shall also review the species lists for the project vicinity from both the U.S. Fish and Wildlife Service (USFWS) and the California Department of Wildlife Service (CDFW) California Natural Diversity Database (CNDDB). The PEAR shall summarize the information obtained during the database investigation and reconnaissance survey and describe existing conditions. The PEAR shall identify specific studies or focused surveys needed, timing issues for conducting the surveys, and required permits, agreements, or approvals to comply with local, state, and federal regulations. The effect of potential mitigation on the project scope, cost, or schedule shall be identified. Mitigation costs shall be estimated at an order of magnitude level. If any sensitive biological resources are located in or adjacent to the project area, they shall be mapped on the provided base map. The appropriate level of biological technical report(s) shall be identified.

3.4 Air Quality

CONSULTANT shall conduct a background document review of the study area. The PEAR shall describe the project setting, including existing air quality conditions in the project area, such as the air quality attainment status, and the whether the proposed project is included in the Regional Transportation Plan/Regional Transportation Improvement Plan. CONSULTANT shall also identify if the proposed project construction has the potential to affect the viability or schedule of the project and abatement measures required by the air district or California Air Resources Board. Potential sensitive receptors on the provided base map of the project area shall be identified. The PEAR shall identify anticipated abatement measures, if any, and identify the appropriate level of air quality analysis.

With regard to climate change, CONSULTANT's climate change specialist shall identify the anticipated scope of the qualitative and quantitative analysis that shall be required in the environmental document.

3.5 Noise

CONSULTANT shall conduct a background document review. The PEAR shall identify any circumstances related to noise that have the potential to affect the viability or schedule of the project. Potential sensitive receptors, and their locations in the project study area shall be identified on the provided base map. The appropriate level of noise analysis shall be identified.

3.6 Visual and Aesthetics

CONSULTANT environmental specialist shall conduct a background document review, including a review of the California Scenic Highway Mapping System, and windshield survey of the project area to identify scenic resources in the project area and if the proposed project has the potential for adverse visual impacts, including circumstances that have the potential to affect the viability or schedule of the project. As part of this section of the PEAR, a Questionnaire to Determine Visual Impact Assessment (VIA) Level, as provided on the Caltrans SER, shall be prepared. This information shall be described in the PEAR, along with potential agency permits and approvals. The appropriate level of a visual impact technical report shall be identified.

3.7 Land Use, Growth, and Community Impacts

CONSULTANT environmental specialist shall conduct a background document review and a windshield survey to identify land uses and community impact issues. The evaluation shall be based on the provided base map showing the parcels that could be affected by the project. The PEAR shall generally describe the land uses in the project area, the numbers of structures in the project area, and the number of properties affected by the project, including the number of relocations. Areas of potential impact shall be delineated on the provided base map. The appropriate level of a technical report shall be identified, if found to be necessary.

Deliverables Task 3

- Draft PEAR - Fifteen (15) hard copies
- Final PEAR – Five (5) hard copies
- Submittal shall include PDF
- Response to comments

Task 4: Topographic and Right of Way Survey

4.1 Aerial Topographic Mapping

CONSULTANT shall prepare a topographic map at 1" =20' scale with 1' contour intervals using aerial photogrammetric methods for a strip of land along State Highway 217 in Goleta beginning approximately 140' north of the intersection of Kellogg Place with South Kellogg Ave., southerly approximately 5,050' to the bridge over San Pedro Creek. The aerial map shall extend on the east to the center of highway 217 and to the west along the west bank of San Jose Creek. The datums used shall be NAD83 and NAVD88.

4.2 Supplemental Fill-in Topographic Mapping

CONSULTANT shall survey using ground survey methods to locate the edge of paving along the west side of Highway 217 and the fog line or edge of travelled way adjacent to the western EP, as well as taking shots along the top of bank of the creek. Sections with these three elements shall be shot at approximately 50' intervals along the highway corridor.

4.3 Detailed Topo at Proposed Creek Crossing and Bike Path Tie-in Area

CONSULTANT shall survey key elements within the area of the proposed bikeway bridge

over San Jose Creek. The mapping on the north end shall run about 400' north/south along South Kellogg Avenue and extend from the west back of sidewalk to the eastern channel wall. The fill-in mapping on the south end shall include detailed mapping within the approximately 200'X200' area on the south end of the project.

4.4 Right Of Way Survey
CONSULTANT shall retrace the rights of way along the same corridor identified above. This shall include the westerly right of way of Highway 217, the easterly and westerly RW of San Jose Creek (County Flood Control Property) and the road rights of way for South Kellogg Avenue, Kellogg Way and Kellogg Place within the aerial map limits.

Task 5: Preliminary Engineering

Preliminary engineering shall be performed for up to two alternatives (including a no-build alternative) identified to a sufficient level of detail so that the environmental studies can be performed. The alternatives shall include conceptual trail typical sections, layout, profile, and culvert and bridge general plans. Preliminary engineering includes areas of disturbance maps, environmental study limits and detailed project descriptions. Conceptual opinion of probable construction cost estimates shall be prepared to include environmental mitigation measures.

5.1 Engineering Support for Environmental Documents
Provide mapping exhibits and project descriptions needed for the environmental documents. Prepare and review project descriptions.

Deliverables Task 5.1
- Alternative Exhibits – up to two
- Conceptual Opinion of Probable Construction Cost Estimate – up to two
- Environmental Study Limits Map - One (1) map for two alternatives
- Areas of Disturbance Maps with Depth of Excavations - Total two (2) maps, one (1) for each alternative Detailed project Description - Total two (2) descriptions, one (1) for each alternative
- Project Description – Total two (2) descriptions, one (1) for each alternative
- Submittal shall include hard copies and PDF

5.2 Traffic Analysis

5.2.1 Bicycle Traffic Analysis

CONSULTANT shall conduct Existing Bicycle Safety Conditions Analysis.
- Bicycle Collision Analysis of five (5) years SWITRS Data.
- Analyze collision patterns in vicinity of the construction project.

CONSULTANT shall conduct Accessibility and Connectivity Assessment.
- Identify impacts/benefits to routes from which bikes are diverted from.
- Identify impacts/benefits to routes from which bikes are diverted to.

CONSULTANT shall Identify Impacts to Highway 217, at and Adjacent to the Construction.

5.2.2 Construction Impact Analysis (PA-ED Stage)

CONSULTANT shall conduct Traffic Operations and Safety Analysis.

- Analysis of traffic operations by time of day, current and forecasted conditions.
- Analyze collision patterns in vicinity of the construction project.

CONSULTANT shall conduct Evaluation of Existing Infrastructure (limitations of the adjacent travel corridor).

- Identify deficiencies.
- Evaluation of the proposed infrastructure, including geometric design and traffic features or elements.

5.2.3 Construction Support (TMP Stage)

CONSULTANT shall develop Traffic Control Plans, (varying plans as the construction progresses).

- Construction Staging Plans.
- Traffic Handling Plans.
- Traffic Management and safety devices, systems and features.

Deliverables Task 5.2

- Draft Technical Memorandum of Traffic Analysis – up to two (2) hard copies
- Final Technical Memorandum of Traffic Analysis – up to two (2) hard copies
- Submittal shall include PDF

5.3 Preliminary Geotechnical Report

The San Jose Bikeway project shall require a culvert and adjacent retaining walls to cross under Highway 217 before connecting to the Atascadero Creek Bikeway on the southern limits of the project. The proposed project shall also require a pedestrian bridge and additional retaining walls near the northern limits of the project as the trail ramps up to cross over the San Jose Creek Channel. Based on Caltrans guidelines a Structure Preliminary Geotechnical Report/Memo is required for the APS of the retaining walls to contain the bikeway section. Proposed scope of the work shall be to review readily available materials and prepare Structure Preliminary Geotechnical Memo/Report addressing the foundation for the walls, geology, fault locations, seismicity, ARS curves and liquefaction potential. No field exploration work is proposed for this phase; however, site data review and as-built data research is proposed. The review shall be based on readily available data including as-built Log of Test Borings from the Highway 217 structure.

Deliverables Task 5.3

- Draft and Final Preliminary Geotechnical Report – Two (2) hard copies

- Submittal shall include PDF

5.3.1 Field Exploration Work (Optional)

As an optional task, CONSULTANT shall perform field exploration work which shall consist of two boring locations. These shall be at the culvert area (35' deep) and at the POC area (50' deep). If this optional drilling work is performed, the borings shall be drilled in areas that do not impede traffic (no traffic control is anticipated for this work). Field work shall comply with local permit requirements. Cost of encroachment permits to perform the borings are assumed to be provided by the City. Laboratory testing shall be conducted and an LOTB sheet shall be prepared. Limited analyses shall be performed to evaluate and recommend the foundation options and discuss potentially fatal flaws/risk in the foundation system.

5.4 Preliminary Trail Design

5.4.1 Geometric Approval Drawings (GADs)

CONSULTANT shall prepare conceptual plans for up to two (2) alternatives including a no-build alternative. CONSULTANT shall obtain design approval from the CITY and Caltrans and shall produce geometric approval drawings (GADs) and a preliminary opinion of probable construction cost for each of the two alternatives studied. The GADs shall be prepared in English units and shall follow CITY, County and Caltrans standards, utilizing each agency's standards. After approval, the GADs shall serve as the preliminary typical sections, layouts and profiles. The preliminary design shall address horizontal and vertical alignment, retaining wall features, pedestrian and bicycle facilities, ADA compliance, limits of cut and fill, right of way limits (existing and proposed), utilities, railroad facility clearances, proposed drainage and lighting.

GAD submittal shall include the following:

- Typical Cross Sections
- Horizontal Alignment (Strip form or sheets)
- Profiles (Strip form or sheets)
- Submittals shall include PDF

Deliverables Task 5.4.1

- Draft and Final Geometric Approval Drawings – Five (5) hard copies
- Submittal shall include PDF

5.4.2 Preliminary Trail plans (30% Design)

The submittal for Preliminary Design shall be based on the preferred alternative and shall include the following:

- Title Sheet
- Key Map
- Typical Cross Sections
- Layouts
- Profiles
- Proposed Pavement Delineation Plans
- Preliminary Hydraulic Review

- Conceptual Landscape Plan (Optional)
- Opinion of Probable Construction Cost Estimates

Deliverables Task 5.4.2
- Draft and Final 30% Preliminary Plans– Five (5) hard copies
- Draft and Final 30% Preliminary Opinion of Probable Construction Cost – Five (5) hard copies
- Preferred Alternative Updated Preliminary Plans – Five (5) hard copies
- Submittal shall include PDF
- Response to comments

5.4.3 Obtain and Review Existing Hydraulic Information from FEMA Library
CONSULTANT shall request for historical modeling information from the FEMA library. Assuming the results are in a .pdf of a HEC-2 model, Avila shall take the existing HEC-2 model and develop a HEC-RAS model for the existing conditions. Avila shall evaluate the existing HEC model including a) comparing available project topography to historic HEC-2 model cross sections at three locations to determine if the project topography has changed, b) QA/QC the model results to determine if the model results are of a quality to provide reliable results.

5.4.4 Compare Geometry vs. HEC-RAS Model
CONSULTANT shall add the proposed project geometry to the HEC-RAS model developed in Task 5.4.1 above and outline the water extents and determine if the project could adversely affect the FEMA floodway and Zone AE floodplain.

CONSULTANT shall prepare a Recommendations MEMO summarizing activities that would need to occur during PS&E to be able to determine the impact of the project on the floodway and floodplain. This might include requesting additional survey data and/or completing existing conditions HEC-RAS modeling to update the existing conditions model to a quality model capable of being used to determine project impacts.

Deliverables Task 5.4.4
- Flood Plain Impacts and Recommendations Memo – Two (2) hard copies
- Submittal shall include PDF

5.4.5 Preliminary Drainage Report
CONSULTANT shall conduct a preliminary Drainage Impact Study to determine existing hydrology and drainage systems within the Project area. The impact of the Project improvements shall be documented, and recommendations for conceptual drainage improvements shall be included in the report. A planning-level opinion of probable construction cost estimate for drainage improvements shall also be included in the report.

Deliverables Task 5.4.5
- Draft and Final Preliminary Drainage Report – Two (2) hard copies
- Submittal shall include PDF

5.4.6 Advance Planning Studies (APS)

The scope and opinion of probable construction costs for structural work of the preferred alternative shall be documented in Advanced Planning Studies (APS). APS shall be prepared in accordance with Caltrans Memo to Designers. Design memos shall be prepared to document unique features of the structure, key assumptions, specific project requirements, and a preliminary assessment of construction constraints. It is anticipated that APS and design memos shall be prepared for the following structures:

- Culvert Undercrossing – CONSULTANT shall prepare an APS for a single cell culvert undercrossing at SR 217.

- Culvert Approach Ramp - CONSULTANT shall prepare an APS for the retaining walls required adjacent to San Jose Creek at the approach to the culvert undercrossing.
- Canal Overcrossing - CONSULTANT shall prepare an APS for the canal overcrossing, including structure work required for the approach to the overcrossing structure.

Deliverables Task 5.4.6

- Draft and Final Advanced Planning Studies – Five (5) hard copies
- Design Memos – Five (5) hard copies and PDF
- Preliminary Opinion of Probable Construction Cost– Five (5) hard copies
- Submittal shall include PDF

5.5 Storm Water Data Report

CONSULTANT shall prepare a Storm Water Data Report (SWDR). The SWDR shall be prepared to meet the latest Caltrans format and requirements. The SWDR shall be included in project report.

Deliverables Task 5.5

- Draft SWDR – Two (2) hard copies
- 2nd Draft SWDR – Two (2) hard copies
- Final SWDR – Two (2) hard copies
- Submittal shall include Word and PDF

5.6 Determine Post Construction Storm Water Requirements

CONSULTANT shall perform the following steps to determine the Post Construction Requirements (PCR) of the project:

Calculate the new and reconstructed impervious area to determine the tier requirements of the project (Tier 1, Tier 2, Tier 3, etc.). The entire impervious project surface, both new and reconstructed, is considered when determining the Tier requirements.
Calculate the required treatment areas to meet the Tier 1 requirements and Tier 2 requirements. The treatment area is broken up into "Drainage Management Areas" (DMAs), not including the applicable reductions. New and reconstructed impervious area is required to be treated.

Determine the required retention area calculation for Tier 3.

Deliverables Task 5.6
- Draft Summary of Analysis – Two (2) hard copies
- 2nd Draft Summary of Analysis – Two (2) hard copies
- Final Summary of Analysis – Two (2) hard copies
- Submittal shall include PDF

5.7 Design Standard Decision Documents
The CONSULTANT shall evaluate the preferred alternative for non-standard features that are identified in the Design Information Bulletin (DIB) 78. The DIB 78 shall be used in conjunction with the Caltrans Highway Design Manual. Design exceptions shall be identified for each alternative in the Draft Project Report.

Once the Draft Project Report has been reviewed and a preferred alignment determined, the CONSULTANT shall prepare Design Standard Decision Documents for identified non-standard features and shall submit to Caltrans for review and approval. The Design Standard Decision Documents shall be prepared in accordance with Chapter 21 of the Project Development Procedures Manual, "Design Standard Decisions". The signed Design Standard Decision Documents shall become an attachment to the Final Project Report.

Deliverables Task 5.7
- Draft Design Standard Decision Documents – Two (2) hard copies
- Final Design Standard Decision Documents – Five (5) hard copies
- Submittal shall include PDF

5.8 Conceptual Landscape Plans - Optional
If required, CONSULTANT shall prepare conceptual landscape plans and an opinion of probable cost. CONSULTANT shall add a subconsultants as recommended by the CITY to perform this work.

Deliverables Task 5.8
- Conceptual Landscape Plans and Opinion of Probable Construction Cost – Two (2) hard copies
- Submittal shall include PDF

5.9 Transportation Management Plan (TMP)
Provide a transportation management plan for traffic handling and public awareness during construction phases. The Traffic Management Plan Checklists shall be developed for each alternative.

Deliverables Task 5.9
- Draft and Final Traffic Management Plan and Checklist – Three (3) hard copies

Submittals shall include PDF

Task 6: Environmental Documentation and Technical Studies

6.1 Environmental Project Management

This task includes project management by the CONSULTANT team for a Project schedule of up to two years from the Notice to Proceed. If the Project schedule exceeds two years, the scope and budget may need to be modified accordingly.

(a) CONSULTANT Environmental Project Manager shall attend a Project initiation meeting to discuss the Project description, schedule, issues, and impacts of the Project. The CONSULTANT Environmental Project Manager shall attend up to five meetings during the course of the two-year Project schedule, including and early coordination meeting with regulatory agencies. In addition, the CONSULTANT Environmental Project Manager shall attend monthly progress meeting during the Project.

6.2 Purpose and Need and Project Description

The CITY is the lead agency under CEQA for discretionary actions related to the proposed Project. CONSULTANT shall prepare a purpose and need statement and set of project objectives that addresses the discretionary action(s). The purpose and need and project objectives shall provide the basis for the appropriate regulatory and guidance documentation for compliance with both CEQA and NEPA, pertinent to FHWA regulations, Caltrans' Environmental Handbook and SER. Additionally, CONSULTANT shall prepare a detail project description describing the build alternatives and the no-build alternative.

6.3 Hazardous Materials – Phase I Initial Site Assessment (ISA)

CONSULTANT environmental team shall conduct a Phase 1 ISA in general accordance with Caltrans' procedures provided on the SER to identify hazardous materials issues that could affect the constructability, feasibility, and/or cost of the proposed project. The ISA shall evaluate for the presence of Recognized Environmental Conditions (RECs) and/or Activity and Use Limitations (AULs). Exceptions in the Phase I standard include: 1) no title searches or property appraisals shall be performed for the subject property and vicinity, and 2) no direct interviews of the owners of the subject parcels except for City staff shall be performed. The ISA shall contain a description of the work performed, deviations from normal ISA procedures, a summary of findings, the opinions of the preparer regarding the property or site, data gaps, additional investigation and services recommended, conclusions, and recommendations. Soil sampling and testing for ADL, LBP, NOA and ACMs shall not be performed as part of the Phase I ISA.

6.4 Biological Resources – natural Environmental Study (NES)

CONSULTANT environmental team shall prepare a NES to document biological resources for the project. The CONSULTANT environmental team shall prepare the NES in accordance to the most recent Caltrans guidance template provided in the Caltrans SER.

CONSULTANT environmental team shall conduct a focused presence/absence survey to evaluate the presence of biological resources present in the Project area, and to determine Project effects to those resources. Prior to conducting this survey, the CONSULTANT environmental team shall query the California Natural Diversity Database (CNDDB), United States Fish and Wildlife Service (USFWS), and California Native Plant Society (CNPS) Online Databases and other literature and database resources pertaining to biological resources in the project area.

The results of the biological surveys shall be documented in the NES and shall include an assessment of project impacts on the biological resources present. Avoidance and minimization measures shall be included where appropriate. The NES shall include a discussion of Project compliance with the following federal laws, acts, and Executive Orders (EOs):

- EO 11990 – Protection of Wetlands
- EO 11988 - Floodplains
- EO 13112 – Invasive Species
- Migratory Bird Treaty Act
- Section 7 of the Federal Endangered Species Act

6.5 Jurisdictional Delineation

CONSULTANT environmental team shall conduct a Delineation of Waters of the US and State to map wetlands and waterbodies in the project area. The limits of Waters, including wetlands, shall be displayed on a map. Each wetland shall be classified by vegetation community type. CONSULTANT shall compile and present the collected data in a wetland delineation report prepared to the United States Army Corps of Engineers (USACE) standards at the time the delineation is conducted.

6.6 Biological Resources - Biological Assessment (BA) (Optional)

CONSULTANT environmental team shall prepare the BA if determined to be required to support Section 7 consultation with USFWS needed to determine the potential for the replacement of the bridge to impact federally listed threatened, endangered, or candidate species under the Federal Endangered Species Act (FESA). The BA shall be prepared in accordance to the most recent Caltrans guidance template provided in the Caltrans SER. The BA shall evaluate project effects to federally listed species and identify appropriate avoidance and minimization measures. Sensitive resources documented in the field shall be provided in detailed maps to clearly illustrate species' occurrences and sensitive habitat limits. The BA shall be used to conduct Section 7 consultation with the USFWS. Caltrans shall initiate consultation with the USFWS.

6.7 Water Quality Assessment Technical Memorandum

CONSULTANT environmental team shall prepare a Water Quality Technical Memorandum in accordance with Caltrans guidelines and requirements provided in the Caltrans SER. The report shall evaluate potential short-term and long-term water quality impacts on San Jose Creek and San Pedro Creek. Potential project impacts associated with construction activities, maintenance activities, and roadway runoff shall be evaluated. Potential causes of erosion, and siltation, and sources of pollutants and the effects of

these substances on the quality of receiving waters shall be evaluated. Mitigation measures, including Best Management Practices specified in Caltrans' Storm Water Quality Handbook - Planning and Design Guide, shall be identified for significant water quality impacts that may occur during construction and/or operation of the new bridge structure.

6.8 Cultural Resources

6.8.1 Area of Potential Effects (APE) map

To define the limit of the study for cultural resources, CONSULTANT shall prepare a cultural Area of Potential Effects (APE) map based on the provided limits of temporary and permanent ground disturbance and other project activities and the proximity of potentially sensitive resources to the project footprint. CONSULTANT shall produce the map in PDF.

6.8.2 Archeological Survey Report (ASR) and Historical Property Survey Report (HPSR)

CONSULTANT shall complete the cultural resource documents for the project pursuant to Caltrans requirements, in accordance with the Advisory Council on Historic Preservation implementing regulations (36 CFR 800), Section 106 of the National Historic Preservation Act of 1996, as amended, NEPA, and CEQA. The Archaeological Survey Report (ASR) shall be based on a Phase I surface survey of the APE and a records search at the South-Central Coast Information Center of the California Historical Resource Information System (CHRIS) using the appropriate search radius for this rural location. Records in the Historic Property Data File, California Register of Historic Resources (CRHR), and National Register of Historic Places (NRHP) shall be reviewed, and historic maps, aerial photographs, and other historic documents shall be assessed to determine if historic features or foundations are likely to be present below the ground surface within the APE. The ASR shall include documentation of outreach to the local Native American community, through solicitation by mail to a contact list provided by the Native American Heritage Commission.

The Native American Heritage Commission (NAHC) shall be contacted to provide a list of Native American and other groups or individuals with potential knowledge of cultural resources in the project area. Native American consultation shall include written letters to the appropriate representatives, and follow-up phone calls shall be made to interested individuals. The CITY will conduct the AB-52 consultations during the CEQA process, as discussed below.

An archaeological pedestrian field survey to identify cultural resources within the Project APE shall be performed. Areas shall be surveyed by qualified pre-historic archaeologists at appropriate transect intervals. An architectural survey shall be conducted in one site visit/research trip to prepare up to two DPR 523 forms for the Project.

A Historic Property Survey Report (HPSR) shall be prepared to address historic resources

and to summarize the findings of the ASR. The ASR and HPSR shall be submitted for CITY and Caltrans review and revised as required to obtain approval from the federal lead agencies. It is assumed that the cultural studies result in no additional work needed.

6.8.3 AB 52 Consultation

CONSULTANT shall assist the CITY to satisfy requirements of AB 52 (Gatto, 2014) with respect to preparation of the CEQA environmental documents. CONSULTANT shall collaborative with the CITY to draft letters for CITY approval and distribution. The CITY will initiate consultation with affected Tribes as identified by the Native American Heritage Commission (NAHC). CONSULTANT shall incorporate Tribal responses into the environmental document accordingly. In the event of Tribal consultation, CONSULTANT shall attend consultation meeting(s) with the CITY as requested by Tribe(s). CONSULTANT shall incorporate Tribal participation, suggestions, recommendations, responses to the cultural resources reports and the CEQA environmental document accordingly.

6.8.4 Section 106 Consultation

As part of CONSULTANT's assistance with satisfying the requirements of AB 52 (Gatto, 2014) with respect to preparation of the CEQA environmental documents. CONSULTANT shall collaborative with the CITY to draft letters for CITY approval and distribution which can be combined with the Section 106 consultation upon CITY request. The CITY will initiate consultation with affected Tribes as identified by the Native American Heritage Commission (NAHC). CONSULTANT shall incorporate Tribal responses into the environmental document accordingly. In the event of Tribal consultation, CONSULTANT shall attend consultation meeting(s) with the CITY as requested by Tribe(s). CONSULTANT shall incorporate Tribal participation, suggestions, recommendations, responses to the cultural resources reports and the CEQA environmental document accordingly.

6.8.5 Historical Resource Evaluation Report (HRER) (Optional)

If the project impact area extends into parcels with structures over 45 years old, a Historical Resource Evaluation Report (HRER) shall be required. This optional scope item assumes that at most, three (3) cultural resources shall require recordation. These structures shall need to be evaluated for significance under the National Register of Historic Places (NRHP), the California Register of Historical Resources (CRHR), and the local register. It is assumed a Memorandum of Agreement (MOA) and 4(f) document shall not be needed for this project. A Built Environment Survey shall be conducted and all structures within the APE shall be inventoried to identify the age of each structure or any built-environment features (including historic landscapes) within the area of potential effect (APE) of the San Jose Creek Trail Southern Extent right-of-way and to record and evaluate the significance of those resources exceeding 45 years of age. Caltrans defines the APE as one parcel beyond the area of direct impact (ADI). Large parcels may be limited to the area immediately adjacent to the ADI as approved by Caltrans. Fieldwork shall include photographic and written documentation detailing structural design, architectural detail, and other relevant character defining traits of significant buildings or structures.

6.9 Visual Impact Assessment

CONSULTANT shall complete a Visual Impacts Assessment Guide/Questionnaire as part of the PEAR to help determine if the project has the potential to impact visual resources. The CONSULTANT shall follow methodology and protocol developed by FHWA and adopted by Caltrans and shall include a discussion of the methodology, terms, and thresholds for significance; an overview of applicable local, state, and federal policies and guidelines regarding visual resources (including the general plan and state scenic highway guidelines); a description of the regional visual character and area specific landscape view shed units (which comprise the baseline conditions for assessing aesthetic impacts).

6.10 Noise Memorandum

CONSULTANT shall prepare a technical construction noise memorandum. A qualitative analysis of potential construction noise impacts on noise-sensitive uses shall be conducted based on applicable federal and state regulatory requirements. Potential sensitive receptors, and their locations in the project study area shall be identified on the provided base map. The memorandum shall provide a qualitative analysis of construction noise impacts.

Deliverables Technical Studies

- Administrative Draft Technical Studies – Five (5) hard copies
- Draft Technical Studies – Five (5) hard copies
- Draft Consultation Letters - PDF
- Final Technical Studies – Five (5) hard copies

PDF Electronic copies of each submittal shall also be provided for the technical studies in the form requested by the CITY (i.e., PDF, ftp, CD).

6.11 CEQA Initial Study / Mitigated Negative Declaration (IS/MND)

CONSULTANT shall review available site-specific data, conduct a field visit, and interview relevant parties. Work for this step shall include site and area baseline conditions, characterization and review of the CITY's Environmental Review Guidelines and Environmental Thresholds and Guidelines Manual. It is assumed that an Initial Study / Mitigated Negative Declaration (IS/MND) shall be required to satisfy CEQA.

CONSULTANT shall prepare a detailed schedule for completing the environmental documentation for the project, including clear descriptions of CONSULTANT and CITY roles and requisite document preparation periods, noticing periods, and deliverables. The schedule shall be based on coordination with Caltrans on the processing of the PEAR form.

6.11.1 Administrative Draft IS/MND

CONSULTANT shall prepare an Administrative Draft IS/MND to address both trail construction and long-term operation. The IS/MND shall evaluate the proposed project, including the one build alternative and the no build alternative. The IS/MND shall provide

a detailed analysis describing potential environmental impacts and mitigation recommendations for the proposed project following the CITY's requirements and guidance. The technical studies discussed above shall identify potential environmental issues and shall support the conclusions of the IS/MND. Potential environmental issues may include:

- Loss of native specimen trees;
- Construction-related loss of sensitive riparian habitat;
- Construction and operational disturbance of adjacent habitat for special-status species, such as yellow warbler;
- Possible disturbance of buried archeological resources;
- Water quality impacts associated with run-off from the trail site to San Jose Creek;
- Potential aesthetics impacts associated with vegetation removal;
- Construction-related traffic impacts associated with trucks entering/leaving the trail alignment; and
- Air quality impacts and greenhouse gas emissions associated with construction.

CONSULTANT shall work with the CITY to determine the preferred format and content for the IS/MND. Should one or more impacts be identified as significant and unavoidable after mitigation, thus necessitating the preparation of an Environmental Impact Report (EIR) under CEQA, a separate scope of work and budget can be prepared for the CITY.

6.11.2 Screencheck Draft IS/MND

Upon receipt of one round of consolidated CITY review comments, CONSULTANT shall prepare a Screencheck Draft IS/ MND for final approval before public circulation and review. CONSULTANT shall deliver five copies of the Screencheck Draft IS/MND for review and approval.

6.11.3 Public Distribution and Review

Up to 30 copies of the public review Draft IS/MND shall be provided to the CITY for distribution. CONSULTANT shall work with the CITY to prepare a Notice of Intent to Adopt a Mitigated Negative Declaration and Notice of Availability for an Initial Study for publication in the newspaper of general circulation. This task assumes that the CITY will finalize and distribute this noticing to announce the IS/MND public circulation; however, CONSULTANT can assist the CITY in noticing and distribution if requested. CONSULTANT shall also prepare the required 15 copies for State Clearinghouse and shall hand deliver them to the State Clearinghouse.

6.11.4 Final IS/MND and Mitigation Monitoring and Reporting Program (MMRP)

At the conclusion of the 30-day public comment period, CONSULTANT shall meet with the City to discuss the comments received and the preparation of the final document. In addition, a Mitigation Monitoring and Reporting Program (MMRP) for CEQA shall be prepared as part of the final document. After the City has reviewed the draft-final IS/MND and draft MMRP, CONSULTANT shall incorporate revisions into the document and submit the Final IS/MND and MMRP. Because of the uncertainty of the number of comments that shall be received, our budget assumes the receipt of approximately ten comment letters with an average of four comments per letter. If there are comments in

excess of this amount, CONSULTANT may request a modification to the budget and schedule.

CONSULTANT shall prepare draft NOD for CITY review and comment. CONSULTANT shall revise as appropriate and return draft of NOD to CITY to file with the County Recorder's Office within five (5) days of approval of the IS/MND (pursuant to CEQA guidelines). CITY Staff will file the Notice of Determination with the County Clerk and the State Clearinghouse. At the time of filing the NOD, the CITY will also pay the CDFW CEQA Document Filing Fee (which is $2,354.75 effective January 1, 2019).

Meetings: Our scope includes attendance at up to three (3) team meetings with the CITY and up to two (2) public hearings/presentations before the City Council.

Deliverables For CEQA IS/MND

- One electronic copy (PDF Format) of the Administrative Draft IS/MND for City review
- One electronic copy (PDF Format) of the Screencheck Draft IS/MND for City review and approval
- Up to 20 copies of the Public Review Draft IS/MND for public distribution
- 15 copies of the Public Review Draft IS/MND to the State Clearinghouse
- One master CD with PDF and word files of the Draft IS/MND, figures, and references
- Once electronic copy (PDF Format) at the Draft Final IS/MND and MMRP for City review
- One electronic copy (PPDF Format) at the Final IS/MND and MMRP for City review and approval
- Up to 20 copies of the Final IS/MND and MMRO

6.12 NEPA Environmental Documentation (Optional)

CONSULTANT shall prepare the NEPA documentation only when the project becomes federalized. The scope utilizes some of the work from the CEQA documents and shall be prepared in the format acceptable to the federal lead agency. Upon completion of the technical studies and approval of the Final IS/MND, CONSULTANT shall work with Caltrans in preparing the CE required for NEPA. Should studies identify the need to prepare the more time-consuming Environmental Assessment (EA), a separate scope and fee shall be provided to the CITY.

Task 7: Community Outreach

7.1 Community Outreach

CONSULTANT shall support the CITY with meeting exhibits, displays and technical expertise. CONSULTANT shall attend up to two (2) public meetings with the CITY and three (3) separate stakeholder group meetings and attend one (1) City Council meeting if requested. CONSULTANT shall attend one round of face-to-face meetings with each of the property owners and the CITY.

As optional tasks, CONSULTANT can also provide the following community outreach tasks. CITY approval of additional fee would be required.

7.2 Communication Plan (Optional)
CONSULTANT shall prepare a communication plan, review and update materials, data lists, and outreach strategies to create a baseline of overall awareness, answer key questions, and work with the greater team to identify issues that could arise during environmental review and permitting.

7.3 Strategic Outreach Plan (Optional)
CONSULTANT shall work with team to solidify community outreach goals, timelines, events, and overall strategy.

7.4 Message Development (Optional)
CONSULTANT shall review and update project messaging to introduce overall goals, timelines, and development - tell the "story" of the project.

7.5 Public Outreach Strategy (Optional)
CONSULTANT shall work with team members to reintroduce the project to the public, highlighting benefits and addressing potential concerns or controversial issues.

7.6 Earned Media Strategy (Optional)
CONSULTANT shall work with the CITY team and local media to garner positive coverage of project.

7.7 Community Leader & Organization Outreach (Optional)
CONSULTANT shall Develop strategic plan to reach out to community leaders and community organizations.

Deliverables Task 7
- Meeting Exhibits
- Communication Plan (Optional)
- Meeting Summaries – PDF

8. Task 8: Right-Of-Way Studies

8.1 Identification of Liability for Major Utility Relocations
Existing utilities within the project area must be evaluated to identify prior rights and if there are CITY obligations for removals or relocations. Federal and State funds may not be used when the revision of facilities is the obligation of others. Prepare maps depicting utility conflicts that shall require removal or relocation. Based on utility owner available record data, prior rights, public or private ownership, removal or relocation options and financial responsibility shall be documented. Preliminary opinion of probable utility relocation costs shall also be prepared. The utilities identification shall be included in the project report.

Deliverables for Task 8.1

- Utility Relocation Report – Two (2) hard copies
- Submittal shall include PDF

8.2 Prepare Right-of-Way Data Sheets

CONSULTANT shall prepare R/W Data Sheets for up to two alternatives (build and no build) based on preliminary design, information from the environmental studies, the relocation studies and the utility relocation determinations from one single parcel. To complete the Data Sheets for up to two alternatives, CONSULTANT shall assign an appraiser, right-of-way agent and relocation advisor to assemble needed information. This shall include updated right-of-way acquisition costs, determination of appropriate escalation rates and coordination with the project team to gather and integrate updated utility relocation costs. CONSULTANT shall prepare utility and right-of-way exhibits. Work shall be completed in accordance with Caltrans policies and procedures. No formal appraisals or title reports are included in this scope.

Deliverables Task 8.2

- Draft R/W Data Sheets and Exhibits– Two (2) hard copies
- Final R/W Data Sheets and Exhibits – Two (2) hard copies
- Submittals shall include PDF

8.3 Longitudinal Encroachment Exception (LEE)

CONSULTANT shall review the proposed trail alignment and existing and proposed utilities to determine if a Longitudinal Encroachment Exception (LEE) shall be required. CONSULTANT shall coordinate with the utility owners to verify guidelines, right of way, facility work, ancillary equipment, service life, costs and maintenance requirements. CONSULTANT shall also coordinate with the CITY and Caltrans District 5 Utility Coordinator and designated Oversight staff for concurrence prior to requesting a LEE from Caltrans Headquarters Encroachments Exception Branch. The LEE must be concurred with prior to approval of the Draft Project Report (DPR). CONSULTANT shall add a section in the DPR summarizing the LEE information and include risks in the risk registry. It is anticipated that final LEE approval shall occur after the preferred alternative is selected at final PA&ED.

Deliverables Task 8.3

- Draft Longitudinal Encroachment Exception – Five (5) hard copies
- Final Longitudinal Encroachment Exception – Five (5) hard copies
- Submittals shall include PDF

Task 9: Draft Project Report

(d) 9.1 Draft Project Report

CONSULTANT shall prepare the Draft Project Report after completion of the environmental studies. The Draft Project Report shall be developed following the guidelines in the Caltrans Project Development Procedures Manual, Appendix K- Project Report. The Draft Project Report shall summarize the studies of the need, alternatives,

opinion of probable construction costs, and overall impacts of the project. Project Reports are required for projects affecting State highways, regardless of who is paying for, developing, or constructing the project.

Deliverables Task 9

- Administrative Draft PR – Five (5) hard copies
- Draft Project Report – Twenty (20) hard copies
- 2nd Draft Project Report – Twenty-five (25) hard copies
- Submittals shall include PDF
- Response to comments

Task 10: Select Preferred Alternative

10.1 Select Preferred Alternative

Prior to beginning work on the final Project Report, the Preferred Alternative shall be selected by the PDT. The rationale for selecting the Preferred Alternative (including engineering, environmental, and planning data) and the reasons why other alternatives were not selected shall be documented for inclusion into the Project Report.

The current construction and right-of-way costs shall be updated for the Preferred Alternative and compare them to the programming figures in the current regional STIP and FTIP. Make recommendations for programming changes in cost estimates and fiscal year scheduling. The Preferred Alternative documentation shall include a summary of the public hearing process results and evaluation, including the position of local entities on significant issues related to the selection.

Deliverables Task 10

- Preferred Alternative Documentation

Task 11: Risk Register

11.1 Risk Register

CONSULTANT shall prepare a qualitative risk register per Caltrans Project Delivery Directive PD-09. The risk register shall include a list of identified risks, the results of prioritizing risks, risk owner/responsible party and agreed upon risk response strategy. Objectives are agreed-upon delivery targets such as cost, time, scope and quality. The risk register shall be discussed by the PDT team at which time issues that are not considered a risk shall be removed. The risk register shall be included in the project report.

Deliverables Task 11

- Draft and Final Risk Register – PDF

Task 12: Safety and Constructability Review Meeting

(a) 12.1 Safety and Constructability Review Meeting

CONSULTANT shall schedule and help facilitate a combined Safety and Constructability review meeting with Caltrans staff in accordance with Caltrans practices. The review

meeting shall be held after submittal of Draft Project Report and after selection of the preferred alternative. Comments shall be consolidated into their appropriate logs and responses formulated. Where appropriate, the comments shall be incorporated into the preliminary design and project report.

Deliverables Task 12

- Meeting Minutes - Two (2) hard copies
- Comments, responses and resolution - Two (2) hard copies

Task 13: Project Report

13.1 Project Report

A Project Report (PR) shall be prepared in accordance with the Caltrans Project Development Procedures Manual - Appendix K, Preparation Guidelines for Project Reports. The Project Report shall include the following:

- Cover sheet with vicinity map
- Signature sheet
- Recommendation
- Background
- Purpose and Need,
- Problems, Deficiencies, Justification,
- Regional and System Planning
- Traffic
- Discussion and analysis of proposed alternatives
- Hazardous Waste, Resource Conversation, Right of Way Issues, etc.
- Environmental determination and environmental issues (including hazardous materials)
- Transportation Management Plan
- Other Considerations as appropriate
- Funding and scheduling
- Agreements required (Cooperative, Maintenance, Freeway)
- Programming recommendation
- District Contact information

Additional information, as detailed in the tasks above, shall be included as appendix information.

Deliverables Task 13

- Administrative Final PR - Five (5) hard copies
- Draft Final PR - Twenty-five (25) hard copies
- 2nd Draft Final PR – Ten (10) hard copies
- Final PR - Fifteen (15) hard copies
- Submittals shall include PDF
- Response to comments

Task 14: Open Forum Public Hearing (Optional)

A Notice of Public Hearing shall be combined with the Notice of Availability for the IS/MND. The format of the public hearing shall be an Open Forum Public Hearing as described in Chapter 11 of the PDPM.

(a) 14.1 Public Hearing Preparation
(b)

CONSULTANT shall prepare exhibits for display at the public meeting. Facilitate the mailings of notices; provide informational materials to be distributed at the meeting.

Deliverables Task 14.1

- Display Boards (10 total)
- Creating, printing and mailing notices to the project resident/stakeholder database
- Preparing agenda, sign-in sheets, comment cards, signage, name badges, and other collateral print materials.
- News release to media as recommended by the CITY.
- Provide materials for inclusion on a project webpage on the City of Goleta website

14.2 Public Hearing Event

CONSULTANT shall place event signage to direct public to meeting site. Staff the meeting with appropriate team member at each station (assume 8 members from CONSULTANT team). Provide a court reporter or tape recorder for people to give verbal comments.

Deliverables Task 14.2

- Compile written and verbal comments (including e-mailed comments)
- Schedule a post meeting teleconference debriefing within two working days of public meeting
- Summarize meeting with comments for inclusion into final IS/MND and PR.

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AMENDMENT NO. 1
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DEWBERRY ENGINEERS, INC.

This **Amendment No. 1** to the Professional Design Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Dewberry Engineers, Inc., a New York Corporation** ("Consultant") dated March 5, 2019 ("Agreement," Agreement No. 2019-023) is made on this 17th day of August, 2021.

RECITALS

WHEREAS, this Agreement is for the San Jose Creek Bike Path (Northern and Southern Segments) Project; and

WHEREAS, the Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed $1,436,017; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of $1,063,983 for additional tasks; and

WHEREAS, the Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2022; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2023; and

WHEREAS, the Agreement currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services; and

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

WHEREAS, the parties desire to amend Exhibit B of the Agreement to identify the new hourly rates, attached as "Exhibit B-1"; and

WHEREAS, the City Council approved this Amendment No.1, on this 17th day of August, 2021.

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AMENDED TERMS

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

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of $1,063,983 and to read in its entirety:

   (a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of $2,500,000 herein "not-to-exceed amount") and shall be earned as the work progresses.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional 1 year to read in its entirety.

   The term of this Agreement is from the date first written above to June 30, 2023, unless the term of this Agreement is extended, or the Agreement is terminated as provided for herein.

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

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

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

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

Exhibit B "Compensation" with **Exhibit B-1 "Compensation"** attached hereto and incorporated herein.

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

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

CITY OF GOLETA

DocuSigned by:
DE7CE466308944A...
Michelle Greene, City Manager

CONSULTANT

DocuSigned by:
44441D49C27A41C...
Matt Satow, Vice President

ATTEST:

DocuSigned by:
A3E09F3473CA47E...
Deborah Lopez, City Clerk

DocuSigned by:
1811FBC74C7B4D8...
Dennis M. Haglan, Vice President

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:
A1BF8F806161498...
Winnie Cai, Assistant City Attorney

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EXHIBIT A-1
SCOPE OF WORK

San Jose Creek Bike Path (Southern Segments) | Project Approval and Environmental Document (PA&ED) Phase

The purpose of the project is to provide project approval & environmental documentation (PA&ED) for the project

Scope Assumptions:

1. This scope of services assumes that a project report would be required by Caltrans to transmit the PA&ED. A PSR-PDS/PEAR is included in this scope of services as an optional task. In the event a PSR-PDS/PEAR is required by Caltrans, this would be prepared prior to completing the PA&ED.

2. The environmental documentation for this project is for CEQA approval only. NEPA clearance is included as an optional task, should federal funds become available for this project.

3. It is assumed that the CITY will be the lead agency for CEQA and should federal funds become available, Caltrans will be the lead agency for NEPA. This will be confirmed during the project kick off meeting.

4. Operational Air and noise impacts are not anticipated with the trail project. However, Noise and Air Quality construction impact analyses are included as part of this scope of services.

5. It is assumed that a Concept Approval Report is not required for the trail project within Caltrans right of way. However, an encroachment exception shall be required.

6. A Value Analysis is not required per MAP-21. Value Analyses are only required for projects over $50 million and bridge projects over $40 million.

Task 1: Project Management / Project Controls
The following Project Management tasks shall be ongoing throughout the duration of the contract.

1.1 Project Management
CONSULTANT shall manage the project through a combination of schedule and budget tracking. The CONSULTANT Project Manager shall manage and direct subconsultant personnel and shall maintain close coordination with the CITY Project Manager and Caltrans oversight team.

Progress reports shall be prepared and submitted to the CITY monthly. The progress reports shall identify work completed since the last report, work anticipated for the next

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month, and action items to keep the project on track and moving forward. CONSULTANT shall also prepare a project schedule in Microsoft Project to track work on the project. The project schedule shall show milestones and deliverables as described in this Scope of Work. An updated schedule indicating project progress shall be prepared and submitted at each project status/project development team meeting.
Project files shall be maintained using the Caltrans Uniform File System. CONSULTANT shall prepare and maintain a project information binder that includes copies of important project documents such as the final scope of services, list of deliverables, the baseline project schedule, current plans, reports, exhibits, and a project contact list with the project organization chart.

1.2 Project Status and PDT Meetings
The CONSULTANT in association with the CITY Project Manager shall identify key agencies and personnel to be included in the core Project Development Team (PDT). At a minimum, the core PDT is composed of the CONSULTANT Project Manager, the CITY Project Manager, a representative of Santa Barbara County, a representative of SBCAG, and a representative from Caltrans District 5 Design.

Teleconferences shall be held periodically, approximately every two weeks (up to 36 teleconferences) between the project design team and the CITY Project Manager. The purpose of these meetings is to communicate project team status and discuss project issues. CONSULTANT shall facilitate these teleconferences by providing the conference calling site, agendas and meeting notes with action items.

CONSULTANT shall facilitate combined project status / PDT meetings at the CITY of Goleta offices at key milestones or as needed (up to 10 meetings). The meetings shall include a discussion of project issues including schedule, funding and project design issues. For each PDT meeting, CONSULTANT shall arrange for the appropriate participants to attend, prepare a meeting agenda in consultation with the CITY Project Manager, and distribute the agenda to the attendees prior to the meetings. CONSULTANT shall distribute draft meeting minutes to each of the attendees for review and comment within one (1) week of each meeting. CONSULTANT shall allow one (1) week for comments from the attendees and shall distribute final meeting minutes within one (1) day of receipt of attendee comments.

Stakeholders, including those that may or may not be part of the PDT, shall be kept informed of the project progress and involved in the process.

1.3 Local Program Compliance/Federal & State Programs Management
CONSULTANT shall assist CITY in coordinating project programming compliance, in accordance with the Caltrans Project Development Procedures for locally funded projects on the State Highway System. This shall also include compliance with the most recent guidelines for FHWA programs that may be used in the funding mix.

1.4 California Coastal Commission Coordination
CONSULTANT shall lead the coordination with the California Coastal Commission

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through the development of the Project Report. CONSULTANT shall attend up to three (3) face to face focus meetings. CONSULTANT shall prepare correspondence and exhibits needed to communicate and coordinate proposed improvements with the California Coastal Commission.

1.5 Quality Control

CONSULTANT shall provide internal quality control on products submitted to the CITY. A project specific Quality Control Plan shall be developed before work begins and shall include procedures and checklists for the functional units. CONSULTANT shall provide an independent quality control and constructability review. Quality control shall be accounted for and shown on the project schedule and the plan shall be included in the project information binder.

Deliverables Task 1

- Agenda for each project status/PDT meeting
- Meeting minutes for each project status/PDT/Coordination Meeting
- Project Information Binder
- Correspondence and Exhibits to Coordinate with California Coastal Commission
- Quality Control Plan
- Project Schedule
- Progress Reports

Task 2: Project Study Report – Project Development Support (PSR-PDS) – Optional

2.1 PSR-PDS Document – Optional

CONSULTANT shall complete a PSR-PDS level document for up to two (2) alternatives including a no-build alternative and obtain approval from the CITY and Caltrans. The opinion of probable range of construction cost shall be provided. The appropriate exhibits and attachments shall also be prepared and included in the submittals. The PSR-PDS shall follow the guidelines in the Caltrans Project Development Procedures Manual, APPENDIX S – Preparation Guidelines for Project Study Report-Project Development Support Project Initiation Document.

The administrative draft PSR-PDS shall be submitted to the CITY and Caltrans for review. Resolved administrative draft review comments shall be incorporated into a draft PSR-PDS. Resolved draft review comments shall be incorporated into a draft final PSR-PDS and re-submitted to the CITY and Caltrans for review. Minor draft final review comments shall be incorporated and approval. CONSULTANT shall attend up to two meetings/teleconferences. This scope includes up to three (3) rounds of review and comments prior to final PSR-PDS approval.

The following documents are to be completed and submitted as attachment to the PSR-PDS:

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- Location Map
- Conceptual Plans
- Conceptual Project Cost Estimate
- Right of Way Conceptual Cost Estimate Component
- Preliminary Environmental Analysis Report (PEAR)
- Transportation Management Plan (TMP) Data Sheet
- Storm Water Data Report (SWDR)
- Risk Register
- Quality Management Plan (QMP)
- Traffic Engineering Performance Assessment (TEPA)
- Transportation Planning Scoping Information Sheet (TPSIS)

DELIVERABLES TASK 2 - OPTIONAL

- Administrative Draft PSR-PDS – Fifteen (15) hard copies
- Draft PSR-PDS - Fifteen (15) hard copies
- Draft Final PSR-PDS – Fifteen (15) hard copies
- Final PSR-PDS - Five (5) hard copies
- Submittals shall include PDF
- Response to Comments

Task 3: Preliminary Environmental Analysis Report (PEAR) – Optional

3.1 PEAR – Optional

CONSULTANT shall review existing studies, consult databases, conduct windshield surveys of the area within the project limits and consult map resources to gather information to assess potential impacts for the PEAR. The PEAR shall define the project description and purpose and need, as well as identify environmental issues and constraints of the project area. Environmental issues that may require further detailed study shall be documented in the PEAR. The PEAR shall provide information on the project description, define the purpose and need statement that addresses the discretionary actions(s), and recommend the technical study work program based on the current project information and existing project site conditions. Within the PEAR, the project's purpose and need shall provide the basis for the appropriate regulatory guidance documentation for compliance with both NEPA and CEQA. The technical study work program portion of the PEAR shall become the basis for the work scope for the required CEQA and NEPA compliance documentation. A draft and final PEAR shall document the results of the initial environmental resources review as described in the subtasks below and shall identify the appropriate level of technical studies required for the proposed project.

The administrative draft PEAR shall be submitted to the CITY for review and comment. Once comments have been received by the CONSULTANT, and changes have been incorporated, CONSULTANT shall prepare a draft PEAR for submission to Caltrans for review and approval.

3.2 Cultural Resources

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CONSULTANT cultural resources specialist shall conduct a background records search and literature review at the regional Information Center of the California Historical Resources Information System (CHRIS). The records search and literature review shall include the proposed project area as well as a 1-mile buffer around the area. If the proposed project has the potential to affect known resources, these resources shall be discussed and mapped. Cultural resources technical reports that are anticipated for compliance with Section 106 and CEQA shall be listed.

3.3 Biology

CONSULTANT biologist shall obtain and review existing information to identify the potential biological resources that may be associated with the proposed project. The biologist shall conduct a reconnaissance survey of the project area and identify potential resource issues. The biologist shall also review the species lists for the project vicinity from both the U.S. Fish and Wildlife Service (USFWS) and the California Department of Wildlife Service (CDFW) California Natural Diversity Database (CNDDB). The PEAR shall summarize the information obtained during the database investigation and reconnaissance survey and describe existing conditions. The PEAR shall identify specific studies or focused surveys needed, timing issues for conducting the surveys, and required permits, agreements, or approvals to comply with local, state, and federal regulations. The effect of potential mitigation on the project scope, cost, or schedule shall be identified. Mitigation costs shall be estimated at an order of magnitude level. If any sensitive biological resources are located in or adjacent to the project area, they shall be mapped on the provided base map. The appropriate level of biological technical report(s) shall be identified.

3.4 Air Quality

CONSULTANT shall conduct a background document review of the study area. The PEAR shall describe the project setting, including existing air quality conditions in the project area, such as the air quality attainment status, and the whether the proposed project is included in the Regional Transportation Plan/Regional Transportation Improvement Plan. CONSULTANT shall also identify if the proposed project construction has the potential to affect the viability or schedule of the project and abatement measures required by the air district or California Air Resources Board. Potential sensitive receptors on the provided base map of the project area shall be identified. The PEAR shall identify anticipated abatement measures, if any, and identify the appropriate level of air quality analysis.

With regard to climate change, CONSULTANT's climate change specialist shall identify the anticipated scope of the qualitative and quantitative analysis that shall be required in the environmental document.

3.5 Noise

CONSULTANT shall conduct a background document review. The PEAR shall identify any circumstances related to noise that have the potential to affect the viability or schedule of the project. Potential sensitive receptors, and their locations in the project study area shall be identified on the provided base map. The appropriate level of noise

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analysis shall be identified.

3.6 Visual and Aesthetics
CONSULTANT environmental specialist shall conduct a background document review, including a review of the California Scenic Highway Mapping System, and windshield survey of the project area to identify scenic resources in the project area and if the proposed project has the potential for adverse visual impacts, including circumstances that have the potential to affect the viability or schedule of the project. As part of this section of the PEAR, a Questionnaire to Determine Visual Impact Assessment (VIA) Level, as provided on the Caltrans SER, shall be prepared. This information shall be described in the PEAR, along with potential agency permits and approvals. The appropriate level of a visual impact technical report shall be identified.

3.7 Land Use, Growth, and Community Impacts
CONSULTANT environmental specialist shall conduct a background document review and a windshield survey to identify land uses and community impact issues. The evaluation shall be based on the provided base map showing the parcels that could be affected by the project. The PEAR shall generally describe the land uses in the project area, the numbers of structures in the project area, and the number of properties affected by the project, including the number of relocations. Areas of potential impact shall be delineated on the provided base map. The appropriate level of a technical report shall be identified, if found to be necessary.

Deliverables Task 3
- Draft PEAR - Fifteen (15) hard copies
- Final PEAR – Five (5) hard copies
- Submittal shall include PDF
- Response to comments

Task 4: Topographic and Right of Way Survey

4.1 Aerial Topographic Mapping
CONSULTANT shall prepare a topographic map at 1” =20’ scale with 1’ contour intervals using aerial photogrammetric methods for a strip of land along State Highway 217 in Goleta beginning approximately 140’ north of the intersection of Kellogg Place with South Kellogg Ave., southerly approximately 5,050’ to the bridge over San Pedro Creek. The aerial map shall extend on the east to the center of highway 217 and to the west along the west bank of San Jose Creek. The datums used shall be NAD83 and NAVD88.

4.2 Supplemental Fill-in Topographic Mapping
CONSULTANT shall survey using ground survey methods to locate the edge of paving along the west side of Highway 217 and the fog line or edge of travelled way adjacent to the western EP, as well as taking shots along the top of bank of the creek. Sections with these three elements shall be shot at approximately 50’ intervals along the highway corridor.

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4.3 Detailed Topo at Proposed Creek Crossing and Bike Path Tie-in Area
CONSULTANT shall survey key elements within the area of the proposed bikeway bridge over San Jose Creek. The mapping on the north end shall run about 400' north/south along South Kellogg Avenue and extend from the west back of sidewalk to the eastern channel wall. The fill-in mapping on the south end shall include detailed mapping within the approximately 200'X200' area on the south end of the project.

4.4 Right Of Way Survey
CONSULTANT shall retrace the rights of way along the same corridor identified above. This shall include the westerly right of way of Highway 217, the easterly and westerly RW of San Jose Creek (County Flood Control Property) and the road rights of way for South Kellogg Avenue, Kellogg Way and Kellogg Place within the aerial map limits.

Task 5: Preliminary Engineering

Preliminary engineering shall be performed for up to two alternatives (including a no-build alternative) identified to a sufficient level of detail so that the environmental studies can be performed. The alternatives shall include conceptual trail typical sections, layout, profile, and culvert and bridge general plans. Preliminary engineering includes areas of disturbance maps, environmental study limits and detailed project descriptions. Conceptual opinion of probable construction cost estimates shall be prepared to include environmental mitigation measures.

5.1 Engineering Support for Environmental Documents
Provide mapping exhibits and project descriptions needed for the environmental documents. Prepare and review project descriptions.

Deliverables Task 5.1
- Alternative Exhibits – up to two
- Conceptual Opinion of Probable Construction Cost Estimate – up to two
- Environmental Study Limits Map - One (1) map for two alternatives
- Areas of Disturbance Maps with Depth of Excavations - Total two (2) maps, one (1) for each alternative Detailed project Description - Total two (2) descriptions, one (1) for each alternative
- Project Description – Total two (2) descriptions, one (1) for each alternative
- Submittal shall include hard copies and PDF

5.2 Traffic Analysis

5.2.1 Bicycle Traffic Analysis

CONSULTANT shall conduct Existing Bicycle Safety Conditions Analysis.
- Bicycle Collision Analysis of five (5) years SWITRS Data.
- Analyze collision patterns in vicinity of the construction project.

CONSULTANT shall conduct Accessibility and Connectivity Assessment.

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- Identify impacts/benefits to routes from which bikes are diverted from.
- Identify impacts/benefits to routes from which bikes are diverted to.

CONSULTANT shall Identify Impacts to Highway 217, at and Adjacent to the Construction.

5.2.2 Construction Impact Analysis (PA-ED Stage)

CONSULTANT shall conduct Traffic Operations and Safety Analysis.
- Analysis of traffic operations by time of day, current and forecasted conditions.
- Analyze collision patterns in vicinity of the construction project.

CONSULTANT shall conduct Evaluation of Existing Infrastructure (limitations of the adjacent travel corridor).
- Identify deficiencies.
- Evaluation of the proposed infrastructure, including geometric design and traffic features or elements.

5.2.3 Construction Support (TMP Stage)
CONSULTANT shall develop Traffic Control Plans, (varying plans as the construction progresses).
- Construction Staging Plans.
- Traffic Handling Plans.
- Traffic Management and safety devices, systems and features.

Deliverables Task 5.2
- Draft Technical Memorandum of Traffic Analysis – up to two (2) hard copies
- Final Technical Memorandum of Traffic Analysis – up to two (2) hard copies
- Submittal shall include PDF

5.3 Preliminary Geotechnical Report

The San Jose Bikeway project shall require a culvert and adjacent retaining walls to cross under Highway 217 before connecting to the Atascadero Creek Bikeway on the southern limits of the project. The proposed project shall also require a pedestrian bridge and additional retaining walls near the northern limits of the project as the trail ramps up to cross over the San Jose Creek Channel. Based on Caltrans guidelines a Structure Preliminary Geotechnical Report/Memo is required for the APS of the retaining walls to contain the bikeway section. Proposed scope of the work shall be to review readily available materials and prepare Structure Preliminary Geotechnical Memo/Report addressing the foundation for the walls, geology, fault locations, seismicity, ARS curves and liquefaction potential. No field exploration work is proposed for this phase; however, site data review and as-built data research is proposed. The review shall be based on readily available data including as-built Log of Test Borings from the Highway 217 structure.

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Deliverables Task 5.3

- Draft and Final Preliminary Geotechnical Report – Two (2) hard copies
- Submittal shall include PDF

5.3.1 Field Exploration Work (Optional)

As an optional task, CONSULTANT shall perform field exploration work which shall consist of two boring locations. These shall be at the culvert area (35' deep) and at the POC area (50' deep). If this optional drilling work is performed, the borings shall be drilled in areas that do not impede traffic (no traffic control is anticipated for this work). Field work shall comply with local permit requirements. Cost of encroachment permits to perform the borings are assumed to be provided by the City. Laboratory testing shall be conducted and an LOTB sheet shall be prepared. Limited analyses shall be performed to evaluate and recommend the foundation options and discuss potentially fatal flaws/risk in the foundation system.

5.4 Preliminary Trail Design

5.4.1 Geometric Approval Drawings (GADs)

CONSULTANT shall prepare conceptual plans for up to two (2) alternatives including a no-build alternative. CONSULTANT shall obtain design approval from the CITY and Caltrans and shall produce geometric approval drawings (GADs) and a preliminary opinion of probable construction cost for each of the two alternatives studied. The GADs shall be prepared in English units and shall follow CITY, County and Caltrans standards, utilizing each agency's standards. After approval, the GADs shall serve as the preliminary typical sections, layouts and profiles. The preliminary design shall address horizontal and vertical alignment, retaining wall features, pedestrian and bicycle facilities, ADA compliance, limits of cut and fill, right of way limits (existing and proposed), utilities, railroad facility clearances, proposed drainage and lighting.

GAD submittal shall include the following:

- Typical Cross Sections
- Horizontal Alignment (Strip form or sheets)
- Profiles (Strip form or sheets)
- Submittals shall include PDF

Deliverables Task 5.4.1

- Draft and Final Geometric Approval Drawings – Five (5) hard copies
- Submittal shall include PDF

5.4.2 Preliminary Trail plans (30% Design)

The submittal for Preliminary Design shall be based on the preferred alternative and shall include the following:

- Title Sheet
- Key Map
- Typical Cross Sections
- Layouts
- Profiles

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- Proposed Pavement Delineation Plans
- Preliminary Hydraulic Review
- Conceptual Landscape Plan (Optional)
- Opinion of Probable Construction Cost Estimates

Deliverables Task 5.4.2
- Draft and Final 30% Preliminary Plans– Five (5) hard copies
- Draft and Final 30% Preliminary Opinion of Probable Construction Cost – Five (5) hard copies
- Preferred Alternative Updated Preliminary Plans – Five (5) hard copies
- Submittal shall include PDF
- Response to comments

5.4.3 Obtain and Review Existing Hydraulic Information from FEMA Library
CONSULTANT shall request for historical modeling information from the FEMA library. Assuming the results are in a .pdf of a HEC-2 model, Avila shall take the existing HEC-2 model and develop a HEC-RAS model for the existing conditions. Avila shall evaluate the existing HEC model including a) comparing available project topography to historic HEC-2 model cross sections at three locations to determine if the project topography has changed, b) QA/QC the model results to determine if the model results are of a quality to provide reliable results.

5.4.4 Compare Geometry vs. HEC-RAS Model
CONSULTANT shall add the proposed project geometry to the HEC-RAS model developed in Task 5.4.1 above and outline the water Segments and determine if the project could adversely affect the FEMA floodway and Zone AE floodplain.

CONSULTANT shall prepare a Recommendations MEMO summarizing activities that would need to occur during PS&E to be able to determine the impact of the project on the floodway and floodplain. This might include requesting additional survey data and/or completing existing conditions HEC-RAS modeling to update the existing conditions model to a quality model capable of being used to determine project impacts.

Deliverables Task 5.4.4
- Flood Plain Impacts and Recommendations Memo – Two (2) hard copies
- Submittal shall include PDF

5.4.5 Preliminary Drainage Report
CONSULTANT shall conduct a preliminary Drainage Impact Study to determine existing hydrology and drainage systems within the Project area. The impact of the Project improvements shall be documented, and recommendations for conceptual drainage improvements shall be included in the report. A planning-level opinion of probable construction cost estimate for drainage improvements shall also be included in the report.

Deliverables Task 5.4.5
- Draft and Final Preliminary Drainage Report – Two (2) hard copies

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- Submittal shall include PDF

5.4.6 Advance Planning Studies (APS)

The scope and opinion of probable construction costs for structural work of the preferred alternative shall be documented in Advanced Planning Studies (APS). APS shall be prepared in accordance with Caltrans Memo to Designers. Design memos shall be prepared to document unique features of the structure, key assumptions, specific project requirements, and a preliminary assessment of construction constraints. It is anticipated that APS and design memos shall be prepared for the following structures:

- Culvert Undercrossing – CONSULTANT shall prepare an APS for a single cell culvert undercrossing at SR 217.

- Culvert Approach Ramp - CONSULTANT shall prepare an APS for the retaining walls required adjacent to San Jose Creek at the approach to the culvert undercrossing.
- Canal Overcrossing - CONSULTANT shall prepare an APS for the canal overcrossing, including structure work required for the approach to the overcrossing structure.

Deliverables Task 5.4.6

- Draft and Final Advanced Planning Studies – Five (5) hard copies
- Design Memos – Five (5) hard copies and PDF
- Preliminary Opinion of Probable Construction Cost– Five (5) hard copies
- Submittal shall include PDF

5.5 Storm Water Data Report

CONSULTANT shall prepare a Storm Water Data Report (SWDR). The SWDR shall be prepared to meet the latest Caltrans format and requirements. The SWDR shall be included in project report.

Deliverables Task 5.5

- Draft SWDR – Two (2) hard copies
- 2nd Draft SWDR – Two (2) hard copies
- Final SWDR – Two (2) hard copies
- Submittal shall include Word and PDF

5.6 Determine Post Construction Storm Water Requirements

CONSULTANT shall perform the following steps to determine the Post Construction Requirements (PCR) of the project:

Calculate the new and reconstructed impervious area to determine the tier requirements of the project (Tier 1, Tier 2, Tier 3, etc.). The entire impervious project surface, both new and reconstructed, is considered when determining the Tier requirements.
Calculate the required treatment areas to meet the Tier 1 requirements and Tier 2 requirements. The treatment area is broken up into “Drainage Management Areas” (DMAs), not including the applicable reductions. New and reconstructed impervious area

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is required to be treated.

Determine the required retention area calculation for Tier 3.

Deliverables Task 5.6
- Draft Summary of Analysis – Two (2) hard copies
- 2nd Draft Summary of Analysis – Two (2) hard copies
- Final Summary of Analysis – Two (2) hard copies
- Submittal shall include PDF

5.7 Design Standard Decision Documents
The CONSULTANT shall evaluate the preferred alternative for non-standard features that are identified in the Design Information Bulletin (DIB) 78. The DIB 78 shall be used in conjunction with the Caltrans Highway Design Manual. Design exceptions shall be identified for each alternative in the Draft Project Report.

Once the Draft Project Report has been reviewed and a preferred alignment determined, the CONSULTANT shall prepare Design Standard Decision Documents for identified non-standard features and shall submit to Caltrans for review and approval. The Design Standard Decision Documents shall be prepared in accordance with Chapter 21 of the Project Development Procedures Manual, “Design Standard Decisions”. The signed Design Standard Decision Documents shall become an attachment to the Final Project Report.

Deliverables Task 5.7
- Draft Design Standard Decision Documents – Two (2) hard copies
- Final Design Standard Decision Documents – Five (5) hard copies
- Submittal shall include PDF

5.8 Conceptual Landscape Plans - Optional
If required, CONSULTANT shall prepare conceptual landscape plans and an opinion of probable cost. CONSULTANT shall add a subconsultants as recommended by the CITY to perform this work.

Deliverables Task 5.8
- Conceptual Landscape Plans and Opinion of Probable Construction Cost – Two (2) hard copies
- Submittal shall include PDF

5.9 Transportation Management Plan (TMP)
Provide a transportation management plan for traffic handling and public awareness during construction phases. The Traffic Management Plan Checklists shall be developed for each alternative.

Deliverables Task 5.9
- Draft and Final Traffic Management Plan and Checklist – Three (3) hard copies

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Submittals shall include PDF

Task 6: Environmental Documentation and Technical Studies

6.1 Environmental Project Management

This task includes project management by the CONSULTANT team for a Project schedule of up to two years from the Notice to Proceed. If the Project schedule exceeds two years, the scope and budget may need to be modified accordingly.

CONSULTANT Environmental Project Manager shall attend a Project initiation meeting to discuss the Project description, schedule, issues, and impacts of the Project. The CONSULTANT Environmental Project Manager shall attend up to five meetings during the course of the two-year Project schedule, including and early coordination meeting with regulatory agencies. In addition, the CONSULTANT Environmental Project Manager shall attend monthly progress meeting during the Project.

6.2 Purpose and Need and Project Description

The CITY is the lead agency under CEQA for discretionary actions related to the proposed Project. CONSULTANT shall prepare a purpose and need statement and set of project objectives that addresses the discretionary action(s). The purpose and need and project objectives shall provide the basis for the appropriate regulatory and guidance documentation for compliance with both CEQA and NEPA, pertinent to FHWA regulations, Caltrans' Environmental Handbook and SER. Additionally, CONSULTANT shall prepare a detail project description describing the build alternatives and the no-build alternative.

6.3 Hazardous Materials – Phase I Initial Site Assessment (ISA)

CONSULTANT environmental team shall conduct a Phase 1 ISA in general accordance with Caltrans' procedures provided on the SER to identify hazardous materials issues that could affect the constructability, feasibility, and/or cost of the proposed project. The ISA shall evaluate for the presence of Recognized Environmental Conditions (RECs) and/or Activity and Use Limitations (AULs). Exceptions in the Phase I standard include: 1) no title searches or property appraisals shall be performed for the subject property and vicinity, and 2) no direct interviews of the owners of the subject parcels except for City staff shall be performed. The ISA shall contain a description of the work performed, deviations from normal ISA procedures, a summary of findings, the opinions of the preparer regarding the property or site, data gaps, additional investigation and services recommended, conclusions, and recommendations. Soil sampling and testing for ADL, LBP, NOA and ACMs shall not be performed as part of the Phase I ISA.

6.4 Biological Resources – natural Environmental Study (NES)

CONSULTANT environmental team shall prepare a NES to document biological resources for the project. The CONSULTANT environmental team shall prepare the NES in accordance to the most recent Caltrans guidance template provided in the Caltrans

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SER.

CONSULTANT environmental team shall conduct a focused presence/absence survey to evaluate the presence of biological resources present in the Project area, and to determine Project effects to those resources. Prior to conducting this survey, the CONSULTANT environmental team shall query the California Natural Diversity Database (CNDDB), United States Fish and Wildlife Service (USFWS), and California Native Plant Society (CNPS) Online Databases and other literature and database resources pertaining to biological resources in the project area.

The results of the biological surveys shall be documented in the NES and shall include an assessment of project impacts on the biological resources present. Avoidance and minimization measures shall be included where appropriate. The NES shall include a discussion of Project compliance with the following federal laws, acts, and Executive Orders (EOs):

- EO 11990 – Protection of Wetlands
- EO 11988 - Floodplains
- EO 13112 – Invasive Species
- Migratory Bird Treaty Act
- Section 7 of the Federal Endangered Species Act

6.5 Jurisdictional Delineation

CONSULTANT environmental team shall conduct a Delineation of Waters of the US and State to map wetlands and waterbodies in the project area. The limits of Waters, including wetlands, shall be displayed on a map. Each wetland shall be classified by vegetation community type. CONSULTANT shall compile and present the collected data in a wetland delineation report prepared to the United States Army Corps of Engineers (USACE) standards at the time the delineation is conducted.

6.6 Biological Resources - Biological Assessment (BA) (Optional)

CONSULTANT environmental team shall prepare the BA if determined to be required to support Section 7 consultation with USFWS needed to determine the potential for the replacement of the bridge to impact federally listed threatened, endangered, or candidate species under the Federal Endangered Species Act (FESA). The BA shall be prepared in accordance to the most recent Caltrans guidance template provided in the Caltrans SER. The BA shall evaluate project effects to federally listed species and identify appropriate avoidance and minimization measures. Sensitive resources documented in the field shall be provided in detailed maps to clearly illustrate species' occurrences and sensitive habitat limits. The BA shall be used to conduct Section 7 consultation with the USFWS. Caltrans shall initiate consultation with the USFWS.

6.7 Water Quality Assessment Technical Memorandum

CONSULTANT environmental team shall prepare a Water Quality Technical Memorandum in accordance with Caltrans guidelines and requirements provided in the Caltrans SER. The report shall evaluate potential short-term and long-term water quality impacts on San Jose Creek and San Pedro Creek. Potential project impacts associated

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with construction activities, maintenance activities, and roadway runoff shall be evaluated. Potential causes of erosion, and siltation, and sources of pollutants and the effects of these substances on the quality of receiving waters shall be evaluated. Mitigation measures, including Best Management Practices specified in Caltrans' Storm Water Quality Handbook - Planning and Design Guide, shall be identified for significant water quality impacts that may occur during construction and/or operation of the new bridge structure.

6.8 Cultural Resources

6.8.1 Area of Potential Effects (APE) map

To define the limit of the study for cultural resources, CONSULTANT shall prepare a cultural Area of Potential Effects (APE) map based on the provided limits of temporary and permanent ground disturbance and other project activities and the proximity of potentially sensitive resources to the project footprint. CONSULTANT shall produce the map in PDF.

6.8.2 Archeological Survey Report (ASR) and Historical Property Survey Report (HPSR)

CONSULTANT shall complete the cultural resource documents for the project pursuant to Caltrans requirements, in accordance with the Advisory Council on Historic Preservation implementing regulations (36 CFR 800), Section 106 of the National Historic Preservation Act of 1996, as amended, NEPA, and CEQA. The Archaeological Survey Report (ASR) shall be based on a Phase I surface survey of the APE and a records search at the South-Central Coast Information Center of the California Historical Resource Information System (CHRIS) using the appropriate search radius for this rural location. Records in the Historic Property Data File, California Register of Historic Resources (CRHR), and National Register of Historic Places (NRHP) shall be reviewed, and historic maps, aerial photographs, and other historic documents shall be assessed to determine if historic features or foundations are likely to be present below the ground surface within the APE. The ASR shall include documentation of outreach to the local Native American community, through solicitation by mail to a contact list provided by the Native American Heritage Commission.

The Native American Heritage Commission (NAHC) shall be contacted to provide a list of Native American and other groups or individuals with potential knowledge of cultural resources in the project area. Native American consultation shall include written letters to the appropriate representatives, and follow-up phone calls shall be made to interested individuals. The CITY will conduct the AB-52 consultations during the CEQA process, as discussed below.

An archaeological pedestrian field survey to identify cultural resources within the Project APE shall be performed. Areas shall be surveyed by qualified pre-historic archaeologists at appropriate transect intervals. An architectural survey shall be conducted in one site visit/research trip to prepare up to two DPR 523 forms for the Project.

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A Historic Property Survey Report (HPSR) shall be prepared to address historic resources and to summarize the findings of the ASR. The ASR and HPSR shall be submitted for CITY and Caltrans review and revised as required to obtain approval from the federal lead agencies. It is assumed that the cultural studies result in no additional work needed.

6.8.3 AB 52 Consultation

CONSULTANT shall assist the CITY to satisfy requirements of AB 52 (Gatto, 2014) with respect to preparation of the CEQA environmental documents. CONSULTANT shall collaborative with the CITY to draft letters for CITY approval and distribution. The CITY will initiate consultation with affected Tribes as identified by the Native American Heritage Commission (NAHC). CONSULTANT shall incorporate Tribal responses into the environmental document accordingly. In the event of Tribal consultation, CONSULTANT shall attend consultation meeting(s) with the CITY as requested by Tribe(s). CONSULTANT shall incorporate Tribal participation, suggestions, recommendations, responses to the cultural resources reports and the CEQA environmental document accordingly.

6.8.4 Section 106 Consultation

As part of CONSULTANT's assistance with satisfying the requirements of AB 52 (Gatto, 2014) with respect to preparation of the CEQA environmental documents. CONSULTANT shall collaborative with the CITY to draft letters for CITY approval and distribution which can be combined with the Section 106 consultation upon CITY request. The CITY will initiate consultation with affected Tribes as identified by the Native American Heritage Commission (NAHC). CONSULTANT shall incorporate Tribal responses into the environmental document accordingly. In the event of Tribal consultation, CONSULTANT shall attend consultation meeting(s) with the CITY as requested by Tribe(s). CONSULTANT shall incorporate Tribal participation, suggestions, recommendations, responses to the cultural resources reports and the CEQA environmental document accordingly.

6.8.5 Historical Resource Evaluation Report (HRER) (Optional)

If the project impact area extends into parcels with structures over 45 years old, a Historical Resource Evaluation Report (HRER) shall be required. This optional scope item assumes that at most, three (3) cultural resources shall require recordation. These structures shall need to be evaluated for significance under the National Register of Historic Places (NRHP), the California Register of Historical Resources (CRHR), and the local register. It is assumed a Memorandum of Agreement (MOA) and 4(f) document shall not be needed for this project. A Built Environment Survey shall be conducted and all structures within the APE shall be inventoried to identify the age of each structure or any built-environment features (including historic landscapes) within the area of potential effect (APE) of the San Jose Creek Trail Southern Segment right-of-way and to record and evaluate the significance of those resources exceeding 45 years of age. Caltrans defines the APE as one parcel beyond the area of direct impact (ADI). Large parcels may be limited to the area immediately adjacent to the ADI as approved by Caltrans. Fieldwork shall include photographic and written documentation detailing structural design,

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architectural detail, and other relevant character defining traits of significant buildings or structures.

6.9 Visual Impact Assessment
CONSULTANT shall complete a Visual Impacts Assessment Guide/Questionnaire as part of the PEAR to help determine if the project has the potential to impact visual resources. The CONSULTANT shall follow methodology and protocol developed by FHWA and adopted by Caltrans and shall include a discussion of the methodology, terms, and thresholds for significance; an overview of applicable local, state, and federal policies and guidelines regarding visual resources (including the general plan and state scenic highway guidelines); a description of the regional visual character and area specific landscape view shed units (which comprise the baseline conditions for assessing aesthetic impacts).

6.10 Noise Memorandum
CONSULTANT shall prepare a technical construction noise memorandum. A qualitative analysis of potential construction noise impacts on noise-sensitive uses shall be conducted based on applicable federal and state regulatory requirements. Potential sensitive receptors, and their locations in the project study area shall be identified on the provided base map. The memorandum shall provide a qualitative analysis of construction noise impacts.

Deliverables Technical Studies
- Administrative Draft Technical Studies – Five (5) hard copies
- Draft Technical Studies – Five (5) hard copies
- Draft Consultation Letters - PDF
- Final Technical Studies – Five (5) hard copies

PDF Electronic copies of each submittal shall also be provided for the technical studies in the form requested by the CITY (i.e., PDF, ftp, CD).

6.11 CEQA Initial Study / Mitigated Negative Declaration (IS/MND)
CONSULTANT shall review available site-specific data, conduct a field visit, and interview relevant parties. Work for this step shall include site and area baseline conditions, characterization and review of the CITY's Environmental Review Guidelines and Environmental Thresholds and Guidelines Manual. It is assumed that an Initial Study / Mitigated Negative Declaration (IS/MND) shall be required to satisfy CEQA.

CONSULTANT shall prepare a detailed schedule for completing the environmental documentation for the project, including clear descriptions of CONSULTANT and CITY roles and requisite document preparation periods, noticing periods, and deliverables. The schedule shall be based on coordination with Caltrans on the processing of the PEAR form.

6.11.1 Administrative Draft IS/MND
CONSULTANT shall prepare an Administrative Draft IS/MND to address both trail

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construction and long-term operation. The IS/MND shall evaluate the proposed project, including the one build alternative and the no build alternative. The IS/MND shall provide a detailed analysis describing potential environmental impacts and mitigation recommendations for the proposed project following the CITY's requirements and guidance. The technical studies discussed above shall identify potential environmental issues and shall support the conclusions of the IS/MND. Potential environmental issues may include:

- Loss of native specimen trees;
- Construction-related loss of sensitive riparian habitat;
- Construction and operational disturbance of adjacent habitat for special-status species, such as yellow warbler;
- Possible disturbance of buried archeological resources;
- Water quality impacts associated with run-off from the trail site to San Jose Creek;
- Potential aesthetics impacts associated with vegetation removal;
- Construction-related traffic impacts associated with trucks entering/leaving the trail alignment; and
- Air quality impacts and greenhouse gas emissions associated with construction.

CONSULTANT shall work with the CITY to determine the preferred format and content for the IS/MND. Should one or more impacts be identified as significant and unavoidable after mitigation, thus necessitating the preparation of an Environmental Impact Report (EIR) under CEQA, a separate scope of work and budget can be prepared for the CITY.

6.11.2 Screencheck Draft IS/MND

Upon receipt of one round of consolidated CITY review comments, CONSULTANT shall prepare a Screencheck Draft IS/ MND for final approval before public circulation and review. CONSULTANT shall deliver five copies of the Screencheck Draft IS/MND for review and approval.

6.11.3 Public Distribution and Review

Up to 30 copies of the public review Draft IS/MND shall be provided to the CITY for distribution. CONSULTANT shall work with the CITY to prepare a Notice of Intent to Adopt a Mitigated Negative Declaration and Notice of Availability for an Initial Study for publication in the newspaper of general circulation. This task assumes that the CITY will finalize and distribute this noticing to announce the IS/MND public circulation; however, CONSULTANT can assist the CITY in noticing and distribution if requested. CONSULTANT shall also prepare the required 15 copies for State Clearinghouse and shall hand deliver them to the State Clearinghouse.

6.11.4 Final IS/MND and Mitigation Monitoring and Reporting Program (MMRP)

At the conclusion of the 30-day public comment period, CONSULTANT shall meet with the City to discuss the comments received and the preparation of the final document. In addition, a Mitigation Monitoring and Reporting Program (MMRP) for CEQA shall be prepared as part of the final document. After the City has reviewed the draft-final IS/MND and draft MMRP, CONSULTANT shall incorporate revisions into the document and submit the Final IS/MND and MMRP. Because of the uncertainty of the number of

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comments that shall be received, our budget assumes the receipt of approximately ten comment letters with an average of four comments per letter. If there are comments in excess of this amount, CONSULTANT may request a modification to the budget and schedule.

CONSULTANT shall prepare draft NOD for CITY review and comment. CONSULTANT shall revise as appropriate and return draft of NOD to CITY to file with the County Recorder's Office within five (5) days of approval of the IS/MND (pursuant to CEQA guidelines). CITY Staff will file the Notice of Determination with the County Clerk and the State Clearinghouse. At the time of filing the NOD, the CITY will also pay the CDFW CEQA Document Filing Fee (which is $2,354.75 effective January 1, 2019).

Meetings: Our scope includes attendance at up to three (3) team meetings with the CITY and up to two (2) public hearings/presentations before the City Council.

Deliverables For CEQA IS/MND

- One electronic copy (PDF Format) of the Administrative Draft IS/MND for City review
- One electronic copy (PDF Format) of the Screencheck Draft IS/MND for City review and approval
- Up to 20 copies of the Public Review Draft IS/MND for public distribution
- 15 copies of the Public Review Draft IS/MND to the State Clearinghouse
- One master CD with PDF and word files of the Draft IS/MND, figures, and references
- Once electronic copy (PDF Format) at the Draft Final IS/MND and MMRP for City review
- One electronic copy (PPDF Format) at the Final IS/MND and MMRP for City review and approval
- Up to 20 copies of the Final IS/MND and MMRO

6.12 NEPA Environmental Documentation (Optional)

CONSULTANT shall prepare the NEPA documentation only when the project becomes federalized. The scope utilizes some of the work from the CEQA documents and shall be prepared in the format acceptable to the federal lead agency. Upon completion of the technical studies and approval of the Final IS/MND, CONSULTANT shall work with Caltrans in preparing the CE required for NEPA. Should studies identify the need to prepare the more time-consuming Environmental Assessment (EA), a separate scope and fee shall be provided to the CITY.

Task 7: Community Outreach

7.1 Community Outreach

CONSULTANT shall support the CITY with meeting exhibits, displays and technical expertise. CONSULTANT shall attend up to two (2) public meetings with the CITY and three (3) separate stakeholder group meetings and attend one (1) City Council meeting if requested. CONSULTANT shall attend one round of face-to-face meetings with each of

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the property owners and the CITY.

As optional tasks, CONSULTANT can also provide the following community outreach tasks. CITY approval of additional fee would be required.

7.2 Communication Plan (Optional)
CONSULTANT shall prepare a communication plan, review and update materials, data lists, and outreach strategies to create a baseline of overall awareness, answer key questions, and work with the greater team to identify issues that could arise during environmental review and permitting.

7.3 Strategic Outreach Plan (Optional)
CONSULTANT shall work with team to solidify community outreach goals, timelines, events, and overall strategy.

7.4 Message Development (Optional)
CONSULTANT shall review and update project messaging to introduce overall goals, timelines, and development - tell the "story" of the project.

7.5 Public Outreach Strategy (Optional)
CONSULTANT shall work with team members to reintroduce the project to the public, highlighting benefits and addressing potential concerns or controversial issues.

7.6 Earned Media Strategy (Optional)
CONSULTANT shall work with the CITY team and local media to garner positive coverage of project.

7.7 Community Leader & Organization Outreach (Optional)
CONSULTANT shall Develop strategic plan to reach out to community leaders and community organizations.

Deliverables Task 7
- Meeting Exhibits
- Communication Plan (Optional)
- Meeting Summaries – PDF

8. Task 8: Right-Of-Way Studies

8.1 Identification of Liability for Major Utility Relocations
Existing utilities within the project area must be evaluated to identify prior rights and if there are CITY obligations for removals or relocations. Federal and State funds may not be used when the revision of facilities is the obligation of others. Prepare maps depicting utility conflicts that shall require removal or relocation. Based on utility owner available record data, prior rights, public or private ownership, removal or relocation options and financial responsibility shall be documented. Preliminary opinion of probable utility relocation costs shall also be prepared. The utilities identification shall be included in the

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project report.

Deliverables for Task 8.1

- Utility Relocation Report – Two (2) hard copies
- Submittal shall include PDF

8.2 Prepare Right-of-Way Data Sheets

CONSULTANT shall prepare R/W Data Sheets for up to two alternatives (build and no build) based on preliminary design, information from the environmental studies, the relocation studies and the utility relocation determinations from one single parcel. To complete the Data Sheets for up to two alternatives, CONSULTANT shall assign an appraiser, right-of-way agent and relocation advisor to assemble needed information. This shall include updated right-of-way acquisition costs, determination of appropriate escalation rates and coordination with the project team to gather and integrate updated utility relocation costs. CONSULTANT shall prepare utility and right-of-way exhibits. Work shall be completed in accordance with Caltrans policies and procedures. No formal appraisals or title reports are included in this scope.

Deliverables Task 8.2

- Draft R/W Data Sheets and Exhibits– Two (2) hard copies
- Final R/W Data Sheets and Exhibits – Two (2) hard copies
- Submittals shall include PDF

8.3 Longitudinal Encroachment Exception (LEE)

CONSULTANT shall review the proposed trail alignment and existing and proposed utilities to determine if a Longitudinal Encroachment Exception (LEE) shall be required. CONSULTANT shall coordinate with the utility owners to verify guidelines, right of way, facility work, ancillary equipment, service life, costs and maintenance requirements. CONSULTANT shall also coordinate with the CITY and Caltrans District 5 Utility Coordinator and designated Oversight staff for concurrence prior to requesting a LEE from Caltrans Headquarters Encroachments Exception Branch. The LEE must be concurred with prior to approval of the Draft Project Report (DPR). CONSULTANT shall add a section in the DPR summarizing the LEE information and include risks in the risk registry. It is anticipated that final LEE approval shall occur after the preferred alternative is selected at final PA&ED.

Deliverables Task 8.3

- Draft Longitudinal Encroachment Exception – Five (5) hard copies
- Final Longitudinal Encroachment Exception – Five (5) hard copies
- Submittals shall include PDF

Task 9: Draft Project Report

(d) 9.1 Draft Project Report

CONSULTANT shall prepare the Draft Project Report after completion of the environmental studies. The Draft Project Report shall be developed following the

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guidelines in the Caltrans Project Development Procedures Manual, Appendix K- Project Report. The Draft Project Report shall summarize the studies of the need, alternatives, opinion of probable construction costs, and overall impacts of the project. Project Reports are required for projects affecting State highways, regardless of who is paying for, developing, or constructing the project.

Deliverables Task 9

- Administrative Draft PR – Five (5) hard copies
- Draft Project Report – Twenty (20) hard copies
- 2nd Draft Project Report – Twenty-five (25) hard copies
- Submittals shall include PDF
- Response to comments

Task 10: Select Preferred Alternative

10.1 Select Preferred Alternative

Prior to beginning work on the final Project Report, the Preferred Alternative shall be selected by the PDT. The rationale for selecting the Preferred Alternative (including engineering, environmental, and planning data) and the reasons why other alternatives were not selected shall be documented for inclusion into the Project Report.

The current construction and right-of-way costs shall be updated for the Preferred Alternative and compare them to the programming figures in the current regional STIP and FTIP. Make recommendations for programming changes in cost estimates and fiscal year scheduling. The Preferred Alternative documentation shall include a summary of the public hearing process results and evaluation, including the position of local entities on significant issues related to the selection.

Deliverables Task 10

- Preferred Alternative Documentation

Task 11: Risk Register

11.1 Risk Register

CONSULTANT shall prepare a qualitative risk register per Caltrans Project Delivery Directive PD-09. The risk register shall include a list of identified risks, the results of prioritizing risks, risk owner/responsible party and agreed upon risk response strategy. Objectives are agreed-upon delivery targets such as cost, time, scope and quality. The risk register shall be discussed by the PDT team at which time issues that are not considered a risk shall be removed. The risk register shall be included in the project report.

Deliverables Task 11

- Draft and Final Risk Register – PDF

Task 12: Safety and Constructability Review Meeting

(a) 12.1 Safety and Constructability Review Meeting

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CONSULTANT shall schedule and help facilitate a combined Safety and Constructability review meeting with Caltrans staff in accordance with Caltrans practices. The review meeting shall be held after submittal of Draft Project Report and after selection of the preferred alternative. Comments shall be consolidated into their appropriate logs and responses formulated. Where appropriate, the comments shall be incorporated into the preliminary design and project report.

Deliverables Task 12

- Meeting Minutes - Two (2) hard copies
- Comments, responses and resolution - Two (2) hard copies

Task 13: Project Report

13.1 Project Report

A Project Report (PR) shall be prepared in accordance with the Caltrans Project Development Procedures Manual - Appendix K, Preparation Guidelines for Project Reports. The Project Report shall include the following:

- Cover sheet with vicinity map
- Signature sheet
- Recommendation
- Background
- Purpose and Need,
- Problems, Deficiencies, Justification,
- Regional and System Planning
- Traffic
- Discussion and analysis of proposed alternatives
- Hazardous Waste, Resource Conversation, Right of Way Issues, etc.
- Environmental determination and environmental issues (including hazardous materials)
- Transportation Management Plan
- Other Considerations as appropriate
- Funding and scheduling
- Agreements required (Cooperative, Maintenance, Freeway)
- Programming recommendation
- District Contact information

Additional information, as detailed in the tasks above, shall be included as appendix information.

Deliverables Task 13

- Administrative Final PR - Five (5) hard copies
- Draft Final PR - Twenty-five (25) hard copies
- 2nd Draft Final PR – Ten (10) hard copies
- Final PR - Fifteen (15) hard copies
- Submittals shall include PDF
- Response to comments

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Task 14: Open Forum Public Hearing (Optional)
A Notice of Public Hearing shall be combined with the Notice of Availability for the IS/MND. The format of the public hearing shall be an Open Forum Public Hearing as described in Chapter 11 of the PDPM.

1. 14.1 Public Hearing Preparation
2.

CONSULTANT shall prepare exhibits for display at the public meeting. Facilitate the mailings of notices; provide informational materials to be distributed at the meeting.

Deliverables Task 14.1
- Display Boards (10 total)
- Creating, printing and mailing notices to the project resident/stakeholder database
- Preparing agenda, sign-in sheets, comment cards, signage, name badges, and other collateral print materials.
- News release to media as recommended by the CITY.
- Provide materials for inclusion on a project webpage on the City of Goleta website

14.2 Public Hearing Event
CONSULTANT shall place event signage to direct public to meeting site. Staff the meeting with appropriate team member at each station (assume 8 members from CONSULTANT team). Provide a court reporter or tape recorder for people to give verbal comments.

Deliverables Task 14.2
- Compile written and verbal comments (including e-mailed comments)
- Schedule a post meeting teleconference debriefing within two working days of public meeting
- Summarize meeting with comments for inclusion into final IS/MND and PR.

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San Jose Creek Multipurpose Path | Plans, Specifications & Estimate (PS&E)
Phase 1

Task 1: Project Management
Task 1.1: Meetings and Coordination (Southern and Northern Segments)
CONSULTANT shall organize, attend, and facilitate meetings to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. CONSULTANT shall provide meeting notices, prepare meeting materials and agenda, attend and facilitate the meeting and prepare meeting notes. CONSULTANT shall coordinate with the CITY's project manager prior to meetings to receive input regarding the agenda. The following meetings are anticipated for this project:

- **Kick off Meeting**: At the start of the final design (PS&E), CONSULTANT shall organize a kickoff meeting with key personnel on the project. The purpose of this meeting will be to review the goals and objectives of the project, scope, budget, schedule, discuss team member's roles and responsibilities, identify critical project issues and obtain consensus on design criteria, task durations, and review durations.

- **Project Status Teleconferences**: Regular conference calls will be held approximately every week (up to40 teleconferences) between the project design team and the CITY Project Manager. The purpose of these meetings is to communicate project team status and discuss project issues. CONSULTANT shall facilitate these teleconferences by providing the conference calling site, agendas and meeting notes with action items.

- **PDT Meetings**: The project development team (PDT) meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. CONSULTANT Project Manager in association with the CITY Project Manager will identify key agencies and personnel to be included in the core Project Development Team. Attendees will likely include CONSULTANT's Project Manager and task leads as needed, City of Goleta, Santa Barbara County, Caltrans staff and other stakeholders. Throughout the anticipated duration of this project, CONSULTANT shall attend and facilitate up to twelve (6) PDT meetings. The meetings will be held at the City of Goleta offices or by teleconference.

CONSULTANT shall continue coordination with the Union Pacific Railroad (UPRR) and with the California State Public Utilities Commission (CPUC) to obtain approval of the multipurpose path improvements within UPRR right of way.

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CONSULTANT shall prepare correspondence and exhibits to communicate and coordinate proposed improvements with the Santa Barbara County and California Coastal Commission to assist the CITY in obtaining the Coastal Development Permit.

Included in this task is coordination with the City of Goleta, Caltrans District 5, Santa Barbara County, Union Pacific Railroad (UPRR and other stakeholders.

Deliverables:

- Meeting notices, agendas, handouts, meeting notes, and action items
- UPRR preliminary design documents
- Coastal Development Permit coordination documents

Task 1.2: Project Administration (Southern and Northern Segments)
CONSULTANT shall monitor and control the effort and progress of the proposed services as follows:

- **Set Up Project Accounting System**: CONSULTANT shall structure the accounting system in accordance with the CITY's invoicing and tracking needs.

- **Prepare Project Information Guide**: CONSULTANT shall prepare a Project Information Guide for use by staff working on the project. The Project Information Guide will contain project instructions regarding aspects of the project. Topics to be covered include:

  - Project background/purpose
  - Organization chart/contact list
  - Communication plan
  - Scope/Schedule/Budget
  - QA/QC Plan
  - Project Filing System

- **Monitor Progress and Review and Approve Invoices**: CONSULTANT shall track the work progress of the proposed subconsultants and review their invoices for format and content compliance.

- **Prepare Monthly Progress Reports and Client Invoices**: CONSULTANT shall prepare Progress Reports to record the progress of the project and as supporting data for invoices presented monthly to the CITY. The Progress Report will include accomplished tasks for the month, anticipated progress for the next month, pending issues/resolutions and schedule completion target dates. CONSULTANT shall mail Progress Reports with the monthly invoices.

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- **Prepare, Monitor and Adjust CPM Schedule**: CONSULTANT shall, within two weeks of Notice to Proceed, provide a detailed project baseline schedule to the CITY for review and comment. The schedule will be prepared using Microsoft Project and will show contracted tasks/milestones with dependencies and durations, critical path tasks and responsibility assignments. Subsequent to establishing the baseline schedule, CONSULTANT shall update the schedule on a monthly basis, to coincide with the PDT meetings and/or monthly Progress Reports.

- **Establish Project Administration Systems**: CONSULTANT shall establish and implement a document/correspondence management and distribution system to share information in a timely manner amongst project team members. CONSULTANT shall develop and maintain a project document retention system that will be transferred to the CITY upon Project completion. This system will catalogue and retain significant project correspondence and work products in their native format.

Deliverables:

- Monthly Progress Report
- Project Schedule
- Project Information Guide
- Project Closeout Documentation – PHASE 2

Task 1.3: Quality Control (Southern and Northern Segments)
CONSULTANT shall develop a quality control plan for the project which includes a plan establishing a process to check design calculations independently. Prior to each submittal, exhibits, plans, specifications and estimates will be checked, corrected and backchecked for accuracy and completeness. CONSULTANT shall review environmental and engineering report submittals to complete the appropriate background information, study methodology, interpretation of data, format and content in accordance with current standards.

Deliverable:

- Quality Control Plan

Task 1.4: Caltrans Local Assistance, Funding and Programming Support (Southern and Northern Segments)
If federal funding is obtained for subsequent phases, CONSULTANT shall assist in the preparation of authorization packages, PS&E certification, Utility Certification, Right of Way certification, and other Caltrans compliance documents. This task will include coordination with Caltrans pertaining to the determination of appropriate federal forms and requests.

Deliverable:

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- Request for Authorization for Right of Way, Utility Relocation and Construction. Right of Way, Utility, and PS&E Certification.

Task 2: Topographic Survey and Right of Way Engineering
CONSULTANT shall be responsible for supplementing the existing mapping prepared in 2019. The project controls will be based upon Caltrans District 5 survey control monuments and work will be performed using Caltrans formats and standards.

Task 2.1: Supplemental Survey
Task 2.1.1: Supplemental Ground Surveys (Southern Segment)
CONSULTANT shall provide field topographic mapping and invert details of the storm drain improvements located between the San Jose Creek channel and Highway 217 (Approximately 16 locations). The topographic mapping will be incorporated into the previous work performed for this project.

Task 2.1.1a: Supplemental Ground Surveys (Northern Segment)
CONSULTANT shall provide field topographic mapping within the property known as APN 069-160-013. Limits of survey will extend 25 feet past the existing fence line. (Approximately 25 feet x 200 feet). The topographic mapping will be incorporated into the previous work performed for this project.

Task 2.1.2: San Jose Creek Cross Sections (Southern Segment)
CONSULTANT shall provide creek cross sections along San Jose Creek at 100 feet intervals and extend 20 feet past top of bank when feasible (20 cross section estimate). Cross sections will start at the end of the recently built concrete channel and end at the confluence with San Pedro Creek (Approximately 2,000 LF).

Task 2.1.3: Extended Aerial Limits (Southern Segment)
CONSULTANT shall expand the aerial mapping at the southerly end of project adjacent to existing bridge and multipurpose path (150 feetx700 feet).

Task 2.1.4: Project Datum Shift (Southern Segment)
CONSULTANT shall shift the horizontal datum of the project from NAD83, Epoch 1991.35 to NAD83, Epoch 2014.50. This scope of work does not include a vertical shift. Survey files will be updated to adjusted datum.

Task 2.2: Right of Way Engineering
Task 2.2.1: Plats and Legals For Permanent Easement (Southern Segment)
CONSULTANT shall prepare legal descriptions and exhibits for the proposed permanent easements required for the multipurpose path improvements (4 total estimate).

Task 2.2.2: Plats and Legals For Temporary Construction Easement (Southern Segment)

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CONSULTANT shall prepare legal descriptions and exhibits for the proposed temporary construction easements required for the multipurpose path improvements (4 total estimate).

Task 2.2.3: Acquire Title Reports (Southern Segment)
CONSULTANT shall acquire title reports for the remaining parcels affected by the multipurpose path improvements (4 Total Estimate). Review/retrace remaining easements/encumbrances identified on the provided title reports for potential impacts on the multipurpose path improvements.

Task 2.2.3a: Acquire Title Reports (Northern Segment)
CONSULTANT shall acquire title reports for the remaining parcels affected by the multipurpose path improvements (8 Total Estimate). Review/retrace remaining easements/encumbrances identified on the provided title reports for potential impacts on the multipurpose path improvements.

Deliverables:

- Plats and Legals for Permanent Easements - PDF

Task 3: Engineering Studies
Task 3.1: Hydrology/Hydraulic and Storm Water Studies

Task 3.1.1: Hydraulic Modeling – Post-Project Conditions (Southern Segment)
CONSULTANT shall add (1) the San Jose Creek channel capacity and fish passage improvement project and (2) the Hollister Avenue Bridge replacement project to a copy of the existing conditions HEC-RAS model to create the post-project conditions model. The post-project conditions floodway will also be developed.

A quality control review of the post-project HEC-RAS model will be performed, and review comments will be addressed and backchecked.

Task 3.1.2: Floodplain Mapping – San Jose Creek and Old San Jose Creek (Southern Segment)
The 1% annual chance exceedance (100-year) floodplain limits shall be delineated and a floodplain work map shalll be developed. The floodplain work map, which will be certified by a registered professional engineer per FEMA regulations, will also include topographic contours, stream centerline, and effective FEMA floodplain limits. Annotated DFIRM panels showing the revised floodplains and Base Flood Elevations (BFEs) will also be prepared.

Deliverables:

- Floodplain work map and GIS floodplain layers
- Annotated FIRM panels

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Task 3.1.3: Letter of Map Revision (LOMR) Submittal (Southern Segment)
CONSULTANT shall prepare a LOMR application package, which will include copies of the hydraulic model input and output, completed FEMA application (MT-2) forms, LOMR report, floodplain work map(s), CHECK-RAS comments and responses (if applicable), and annotated DFIRM panel(s) showing the revised floodplains.

The LOMR submittal includes a floodwall, which has series of specific requirements to be accredited by FEMA as providing flood protection. The FEMA MT-2 form for levees/floodwalls will be completed and the computed freeboard along the floodwall will be confirmed to meet FEMA requirements.

Deliverables:

- LOMR application package

Task 3.1.4: LOMR Application – Meetings and Agency Follow-up (Southern Segment)
CONSULTANT shall participate in up to three (3) conference calls and coordinate with the CITY regarding the LOMR, including addressing written comments on the submittal. The LOMR will also impact small portions of unincorporated Santa Barbara County and the City of Santa Barbara. Coordination will be required to obtain LOMR approval from these communities.

FEMA's Online LOMC website will be used to electronically submit the LOMR application to FEMA after it has been approved by the CITY. CONSULTANT shall respond to FEMA comments on the LOMR application.

Public notice and/or individual property owner notification may be required by FEMA. A template will be prepared for the public notice and/or notification letter to be sent out by the community. A list of affected parcels will also be prepared.

Deliverables:

- List of affected parcels and a template for the public notice and/or notification letter

Task 3.1.5: No-Rise Analysis: San Jose Creek Multipurpose Path (Southern Segment)
Using the model developed in previous tasks, a FEMA No-Rise analysis will be performed to confirm that the proposed multipurpose path project does not cause an increase in San Jose Creek floodway elevations. If the no-rise condition is met, a no-rise certification will be prepared. Review comments on the no-rise analysis by the CITY will be addressed (note: The No-Rise analysis is reviewed by the community only and does not go to FEMA).

Deliverables:

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- No-rise analysis and certification

Task 3.1.6: No-Rise Analysis: San Jose Creek Multipurpose Path (Northern Segment)
Using the model developed in previous tasks, a FEMA No-Rise analysis will be performed to confirm that the proposed multipurpose path project does not cause an increase in San Jose Creek floodway elevations. If the No-Rise condition is met, a No-Rise certification will be prepared. Review comments on the no-rise analysis by the CITY will be addressed (note: The No-Rise analysis is reviewed by the community only and does not go to FEMA).

If the No-Rise condition cannot be met, FEMA regulations require a Conditional Letter of Map Revision (CLOMR) to be processed before construction begins as well as a LOMR following construction. The CLOMR/LOMR submittals for the multipurpose path are included in this proposal as Optional Services.

Deliverables:

- No-Rise analysis and certification

Task 3.1.7.: Hydraulic Technical Memorandum for Hollister Avenue Bridge (Southern Segment)
CONSULTANT shall provide a Technical Memorandum summarizing the updated existing and proposed conditions hydraulics for the replacement of the Hollister Avenue Bridge.

Deliverables:

- Technical Memorandum

Task 3.1.8: San Jose Creek Multipurpose Path LHS/SFER (Northern Segment)
CONSULTANT shall complete the Location Hydraulic Study (LHS) and Summary Floodplain Encroachment Report (SFER) forms and a separate corresponding summary report for both the Northern Segment and Southern Segment San Jose Creek multipurpose path projects.

Deliverables:

- SFER Report for the Northern Segment multipurpose path with forms in the appendices
- LHS/SFER Report for the Southern Segment multipurpose path with forms in the appendices

Task 3.1.9: CLOMR Submittal: San Jose Creek Multipurpose Path (Northern Segment) - OPTIONAL
CONSULTANT shall prepare a CLOMR application package for the San Jose Creek multipurpose path, Northern Segment, which will include copies of the hydraulic model

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input and output, completed FEMA application forms, CLOMR report, floodplain work map(s), CHECK-RAS comments and responses (if applicable), and annotated DFIRM panel(s) showing the revised floodplains.

Deliverables:

- CLOMR application package

Task 3.1.10: CLOMR Follow-up: San Jose Creek Multipurpose Path (Northern Segment) - OPTIONAL

CONSULTANT shall participate in up to three conference calls and coordinate with the CITY regarding the CLOMR, including addressing written comments on the submittal. FEMA's Online LOMC website will be used to electronically submit the CLOMR application to FEMA after it has been approved by the CITY. CONSULTANT shall respond to FEMA comments on the CLOMR application.

Public notice and/or individual property owner notification may be required by FEMA. A template will be prepared for the public notice and/or notification letter to be sent out to the community. A list of affected parcels will also be prepared

Deliverables:

- List of affected parcels and a template for the public notice and/or notification letter

Task 3.1.11: LOMR Submittal: San Jose Creek Multipurpose Path (Northern Segment) - OPTIONAL - TBD

The proposed conditions modeling and mapping shall be revised, to reflect as-built conditions. CONSULTANT shall prepare a LOMR application package for the San Jose Creek multipurpose path, Northern Segment. The LOMR package will include copies of the hydraulic model input and output, completed FEMA application forms, LOMR report, floodplain work map(s), and annotated DFIRM panel(s) showing the revised floodplains.

Deliverables:

- LOMR application package

Task 3.1.12: LOMR Follow-up: San Jose Creek Multipurpose Path (Northern Segment) - OPTIONAL - TBD

CONSULTANT shall coordinate with the CITY regarding the LOMR, including addressing written comments on the submittal. FEMA's Online LOMC website will be used to electronically submit the LOMR application to FEMA after it has been approved by the CITY. CONSULTANT and will respond to FEMA comments on the LOMR application.

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Public notice and/or individual property owner notification will be required by FEMA. A template will be prepared for the public notice and/or notification letter to be sent out to the community. A list of affected parcels will also be prepared.

Deliverables:

- List of affected parcels and a template for the public notice and/or notification letter

Task 3.2: Scour and Bank Protection Analysis and Memorandum (Southern and Northern Segments)

CONSULTANT shall complete calculations to determine the need for bank protection. If bank protection is required, parameters will be provided according to the FHWA publication HEC-23.

Deliverables:

- Technical Memorandum documenting rock riprap locations.

Task 3.3: Drainage Report (Southern and Northern Segments)

CONSULTANT shall review the available data and prepare design calculations to assess the capacity of the existing drainage systems. CONSULTANT shall prepare the Drainage Report, which will include calculations to assess the need for drainage improvements. The results and design recommendations will be summarized in the Drainage Report. The report is expected to include the following:

- Evaluation of the existing conditions, including:
  - Evaluation of the existing conditions
  - Unusual and special conditions
  - Drainage mapping
  - Proposed systems

CONSULTANT shall also conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site.

Deliverables:

- Draft Drainage Report (PDF)
- Draft Final Drainage Report (PDF)
- Final Drainage Report (PDF and 3 hard copies)

Task 3.4: Storm Water Data Report – Short Form (SWDR) (Southern Segment)

CONSULTANT shall prepare a Stormwater Data Report Short Form summarizing the Project impacts to water quality and recommended BMPs. CONSULTANT shall propose the permanent stormwater treatment BMPs. The report will be based on the PA&ED-level report and will be updated with the development of the PS&E.

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CONSULTANT shall perform detailed calculations to complete the design and detail of treatment BMPs.

Deliverables:

- Draft Stormwater Data Report (PDF)
- Draft Final Stormwater Data Report (PDF)
- Final Stormwater Data Report (PDF and 3 hard copies)

Task 3.5: Geotechnical Engineering Study

Based upon finding during the PA&ED phase of this project, CONSULTANT proposes the following scope of services, which will generally include a field exploration, laboratory testing program, analyses, and report preparation. The proposed scope of work will include the following tasks:

Task 3.5.1: Mobilization, Research and Data Collection (Southern and Northern Segments)

Mobilization will include project set up, staff briefing, checking site accessibility, boring layout, clearance of utilities, and permitting. A preliminary map of proposed exploratory boring locations will be provided to the project team, prior to drilling. A field meeting will be arranged with the design team to confirm boring locations. Prior to the field meeting, CONSULTANT shall notify Underground Service Alert (USA) to arrange for marking of underground utilities within pertinent public rights-of-way and utility easements.

CONSULTANT shall obtain an encroachment permit from Caltrans to perform work along SR-217. It is assumed the CITY will not require additional permits. Borings will be in the shoulder to the extent possible; however, the use of temporary traffic control is anticipated.

Task 3.5.2: Field Exploration Activities & Subsurface Investigation (Southern and Northern Segments)

The proposed boring program for the Southern Segment will include five deep borings ranging 60 to 100 feet. Three (3) shallow borings to 5 feet for collection bulk soil samples for R-value testing. These explorations will provide an evaluation of subsurface soil conditions for the proposed improvements. The boring locations will depend upon the available access. It is anticipated using a truck mounted drill rig for borings. Due to the needed depths of borings, portable equipment may not be feasible. Temporary traffic control is expected for the proposed borings on State Route 217 and South Kellogg Ave.

The proposed boring program for the Northern Segment will include three borings and two CPTs to 60 feet. Two (2) shallow borings to 5 feet will drilled by a hand-auger for collection bulk soil samples for R-value testing. These explorations will provide an evaluation of subsurface soil conditions for the proposed improvements. The boring locations will depend upon the available access. Due to the needed depths of borings, portable equipment may not be feasible. Temporary traffic control is expected for the

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proposed borings on Calle Real. The remaining shallow borings and CPTs do not require traffic control.

CONSULTANT shall classify and continuously log subsurface soil conditions encountered in test borings at the time of drilling. Obtain "relatively undisturbed" samples of substrata from the soil borings. The soil borings will be drilled and capped in accordance with the permit requirements. Generally, the borings are required to be backfilled with cement grout. The cuttings will be drummed and hauled from the site.

Task 3.5.3: Laboratory Testing (Southern and Northern Segments)
Laboratory tests shall be performed on selected soil samples to evaluate pertinent geotechnical engineering properties for design. Laboratory tests anticipated include moisture density, R-value, unconfined compression, gradation analyses, corrosion tests and Plasticity Index test.

Task 3.5.4: Engineering Analyses (Southern and Northern Segments)
CONSULTANT shall perform engineering analyses and develop design recommendations for the retaining walls and the multipurpose path. This will be based on the field and laboratory data. The wall types are not finalized at this time, however, soldier pile and lagging, tie-back system or conventional cast-in-place walls could be considered.

Task 3.5.5: ADL and Lead Base Paint Testing and Report (Southern and Northern Segments)
CONSULTANT shall prepare ADL and Lead base paint testing for the Southern Segment and document findings in a report.

CONSULTANT shall prepare ADL testing for the Northern Segment and document findings in a report.

Deliverables:

- ADL and Lead Base Paint Testing Report for the Southern Segment
- ADL Testing Report for the Northern Segment

Task 3.5.6: Draft Geotechnical Report (Southern and Northern Segments)
CONSULTANT shall prepare preliminary recommendations for the proposed pedestrian overcrossing foundations, retaining walls and pavement sections for the Southern Segment. Caltrans design guidelines will be referred to in the preparation of this report. One report will be submitted combining the required geotechnical recommendations for project elements.

CONSULTANT shall also prepare preliminary recommendations for the proposed retaining walls and pavement sections for the Northern Segment. Caltrans design guidelines will be referred to in the preparation of this report. One report will be submitted combining the required geotechnical recommendations for project elements.

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Task 3.5.7: Final Geotechnical Report (Southern and Northern Segments)
CONSULTANT shall prepare a final report including design recommendations for the pedestrian overcrossing foundations, retaining walls and pavement sections based on review comments and updates after the draft report preparation pertaining to the Southern Segment.

CONSULTANT shall also prepare final report including design recommendations for retaining walls and pavement sections based on review comments and updates after the draft report preparation pertaining to the Northern Segment.

Deliverables:

- Draft Foundation Report (One for the Southern Segment and One for the Northern Segment) PDF
- Final Foundation Report (One for the Southern Segment and One for the Northern Segment) PDF

Task 3.6: Traffic Management Plan (TMP) (Southern and Northern Segments)
CONSULTANT shall prepare a Traffic Management Plan for the project in accordance with Caltrans guidelines and CITY circulation requirements. CONSULTANT shall coordinate with CITY, Caltrans and UPRR. Prior to developing the TMP, an initial meeting will be set up with Caltrans, UPRR and local agencies to receive concurrence on special criteria. Lane closure charts will be coordinated and obtained from Caltrans Transportation Management Division.

Deliverables:

- Administrative Draft TMP PDF
- Draft TMP PDF
- Response matrix to review comments
- Final TMP PDF
- UPRR preliminary design documents

Task 4: Utility Coordination (Southern and Northern Segments)
Task 4.1: Conflict Mapping (Southern and Northern Segments)
CONSULTANT shall prepare conflict mapping (“B” Plans) and a “B” Letter for CITY review. Conflict mapping will be sent to the utility company showing the individual company’s facilities, marked in its corresponding color, and showing the anticipated utility conflicts.

The utility company is requested to respond within 30 days of receipt of the letter and to initiate relocation design. The utility company will be requested to provide relocation plans to resolve conflicts and an opinion of probable construction cost estimate of the relocation.

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CONSULTANT shall work with the CITY to finalize utility agreements and certifications to satisfy federal funding requirements. This task includes reviewing relocation agreements for proper charges and fees and negotiating to correct advances, refunds and reimbursements. Final utility agreements will be included in the Right of Way Certification package.

CONSULTANT shall work with the CITY and Caltrans to prepare and submit the Project Engineer's Certification of Utility Facilities to satisfy Caltrans federal funding requirements. This task includes reviewing utility company designs. Utility design is to follow the State Policy on High and Low Priority Underground Facilities. Certification documents will be prepared per Appendix LL of the Caltrans Project Development Procedures Manual.

When the relocation plans are received, CONSULTANT shall check the utility company relocation design against the latest project plans for conflicts. CONSULTANT shall send Final Plans ("C" Plans) and Notice to Owner (Caltrans Exhibit 14-d in the Local Assistance Procedures Manual) directing each facility to initiate relocation construction. CONSULTANT shall coordinate and prepare utility certification documents.

Deliverables:

- Utility Conflict Mapping
- Request for Relocation Plans Package (Utility Letter "B") PDF
- Final Plans (Utility Letter "C") along with a Notice to Owner PDF
- Right of Way Certification

Task 5: Right of Way Services

Task 5.1: Right of Way Requirements Map (Southern and Northern Segments)

CONSULTANT shall prepare a map showing the right of way requirements for the project alignment. The right of way requirement map will provide enough detail to support the right of way acquisition activities and will define property acquisition/easement areas required for the project.

Deliverables:

- Right of Way Requirements Map PDF

Task 5.2: Property Owner Exhibits (Appraisal Maps) (Southern and Northern Segments)

After the required acquisitions and easements are established, CONSULTANT shall prepare an Appraisal Map to assist the right of way agent in obtaining appraisals for the affected properties. The appraisal map will describe the parcel, APN, and owner information, the area of right of way being acquired for both fee and easement acquisitions. Up to thirteen (13) property owner exhibits are included this scope of services, four (4) for the Southern Segment and nine (9) for the Northern Segment.

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Deliverables:

- Individual Property Owner Exhibits PDF

Task 5.3: Appraisal Services (Southern Segment)
CONSULTANT shall review title information pertaining to respective ownerships and will review drawings and other pertinent information relative to the parcel and prepare respective appraisals for this project. CONSULTANT shall inspect property personally with the owner (if possible) and document the inspection with photographs for use in the appraisal report. CONSULTANT shall prepare a narrative appraisal report that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) and the Code of Ethics of the Appraisal Institute and Caltrans Right of Way Manual. The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports.

Deliverables:

- Appraisal Reports – 2 for the Southern Segment - PDF

Task 5.4: Appraisal Review Services (Southern Segment)
CONSULTANT shall review appraisals in conformance with USPAP. CONSULTANT shall conduct a review of the appropriateness of the methodology, the accuracy of the data and the application of the approaches to value used in the appraisal. Refer to the correct edition of the Uniform Standards of Professional Appraisal Practice (USPAP) and the Caltrans Right of Way Manual, as applicable. Provide report comments and interface with the real property appraiser regarding concerns and/or request report changes for report compliance. Proofread and check for mathematical correctness.

Deliverables:

- Appraisal Reports Review – 2 for the Southern Segment - PDF

Task 5.5: Acquisition Services (Southern Segment)
CONSULTANT shall prepare offer packages for owner. Offer packages will include an offer letter, Appraisal Summary Statement, proposed Right of Way Agreement and Deed. These documents would be presented to the CITY for review and pre-approval prior to presenting offers to property owners. After offer presentation, agreements with owner will be pursued to finalize the right of way transfers. The work would include agreement execution, deed notarization, escrow coordination, closing, deed recordation, title insurance issuance and funds distribution.

Task 5.6: Right of Way Data Sheets and Certification Documents (Southern Segment)
CONSULTANT shall prepare a Right of Way Data Sheet. Right of Way Data Sheets will conform to the Caltrans Right of Way Manual. CONSULTANT shall coordinate and prepare Right of Way Certification documents.

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Task 6: Structure Type Selection

Task 6.1: Type Selection Report (Southern and Northern Segments)

CONSULTANT shall prepare a Type Selection Report to summarize the options considered during the PA&ED phase, and make a recommendation in regard to the selected structure type for the pedestrian tunnel beneath SR 217, bridge crossing over San Jose Creek and retaining wall between the proposed multipurpose path and SR 217. The Type Selection Report will also make a recommendation regarding the selected retaining wall types for the walls along San Jose Creek underneath the US 101 bridge and wall types for the walls between US 101 and Calle Real. The type selection report will include discussion of the geotechnical studies, seismic criteria, hydraulic requirements (where required), aesthetic requirements, and will consider environmental, right-of-way, constructability, and construction cost impacts. The format and content for the type selection report will follow Caltrans Bridge Memos to Designers 1-29.

The Type Selection Report will include a General Plan for the preferred alternative and General Plan cost estimates for the structures and wall alternatives considered.

Deliverables:

- Fourteen (14) hard copies of Type Selection Report
- Two (2) hard copies of Draft Foundation Plan
- Two (2) hard copies of Draft Final Hydraulics Report
- Four (4) hard copies of Preliminary Foundation Report
- One (1) electronic copy of Preliminary Foundation Report

Task 6.2: Type Selection Meeting (Southern and Northern Segments)

CONSULTANT shall attend one Type Selection Meeting with the CITY and Caltrans staff to obtain official approval of the bridge and retaining wall within Caltrans right-of-way.

Task 6.3: Post Type Selection Meeting (Southern and Northern Segments)

CONSULTANT shall incorporate comments received on the type selection report and from the type selection meeting into the final type selection report. This task includes updating the Bridge General Plan, Foundation Plan and Engineer's opinion of probable costs for the preferred bridges and retaining walls based on comments received.

The chosen structure and wall alternative, once reviewed and approved by the CITY and Caltrans, will be the basis for the final design of the bridges and retaining walls.

Deliverables:

- Fourteen (14) hard copies of Type Selection Review Meeting Summary
- Four (4) hard copies of Updated General Plan Estimate
- Thirty (30) hard copies of Updated General Plans for structures within Caltrans Right of Way

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Task 7: 60% Design

This task resolves and incorporates preliminary review comments made for the portions of the project included in the 60% PS&E. The purpose of this 60% task is to have a design that is detailed enough to meet the following key objectives:

- Facilitate Stakeholder Coordination
- Determine right of way requirements
- Submit documents for environmental permitting
- Develop a good opinion of probable construction cost
- Submittals for inclusion with Caltrans SR 217 and US 101 Bridge Replacement projects

CONSULTANT shall meet with the CITY, Caltrans and UPRR to resolve comments received from the preliminary submittal to be addressed in this design phase on the portions of the project included in the 60% PS&E. CONSULTANT shall coordinate with the CITY and Caltrans to perform constructability review and participate in a meeting to discuss findings. Resolved independent constructability review comments will be incorporated into 60% plans prior to submittal to Caltrans. CONSULTANT shall meet with District safety reviewers and coordinators to incorporate safety comments early in the process. Official Safety Review Committee meeting typically occurs at 95% design.

The portions of the project to be included in the development of the 60% PS&E are as follows:

For the Southern Segment design, the multipurpose path improvements to be constructed within State right of way and with the SR217 bridge replacement project include the culvert under SR217, retaining wall on west side of SR217 and multipurpose path within the limits of the SR217 bridge replacement project and tie-in area to the north, as necessary. Signed plans specifications and estimate for these items will be provided to Caltrans for inclusion into the SR217 bridge replacement bid package.

For the Northern Segment design, the multipurpose path improvements to be constructed within State right of way and with the US 101 bridge replacement project include walls and multipurpose path riding surface. The design and details for these items will be provided to Caltrans for inclusion into the US 101 bridge replacement bid package. The tie-in areas immediately to the north and south will also be considered. The Caltrans submittal will exclude the areas outside of the Caltrans bridge project limits as well as bike path railings, fences, signs, and other multipurpose path elements.

The portions of the project outside of the segments described above will be developed to 40% design. Plan sheets will be produced for these areas but will not have the detail specified for the 60% design as described under Task 7.2. The purpose of the 40% design is to have a design that is detailed enough to meet the following key objectives:

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- Facilitate Stakeholder Coordination
- Determine right of way requirements
- Submit documents for environmental permitting
- Develop a good opinion of probable construction cost

60% design and final design for these portions of the project will take place in Phase II or the Final Design phase of the project.

Task 7.1: Design Standard Decision Documents (Design Exceptions) (Southern and Northern Segments)
Caltrans approval is required for design exception to the Caltrans Highway Design Manual. Exceptions to Caltrans standards that have been identified in Design Standard Decision Documents (DSDD) at PA&ED phase will be verified, and additional exceptions will be addressed. CONSULTANT shall prepare a supplemental DSDD.

For approval of the geometrics and DSDD, design resolution meetings (up to 3) are anticipated. Plans will be distributed to the parties for the typical reviews and subsequently CONSULTANT and key decision-makers will meet to discuss issues. Prior to adjourning the meetings, a plan and schedule will be developed to address issues left outstanding.

Task 7.2: 60% Multipurpose Path Plans (Southern and Northern Segments)
Building upon the comments received from the preliminary submittal and on the input from the CITY, Caltrans and UPRR made for the portions of the project included in the 60% PS&E CONSULTANT shall prepare the design plans. The plans will include physical definition of alignments, multipurpose path dimensions, typical sections, profiles, access control, right of way, design designations, control data, and retaining wall and culvert locations, cut and fill limits, preliminary striping, conform locations and impacts to adjacent properties and facilities.

The plans will provide the basis to finalize the design layout sheets and roadway geometry such that right of way needs, major utility relocations, preliminary opinion of probable construction costs and permit requirements for the project can be identified early in the process. Some of the issues that will be considered in transitioning to the final design are:

- Compliance with ADA requirements
- Staging and traffic handling (Constructability)
- Coordination with Caltrans design team of the SR217 and US 101 bridge replacement projects
- Pavement Structural Sections
- Retaining wall locations
- Identification of environmental constraints
- Identification of required/expected permits

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- Right of way requirements
- Utilities identified

CONSULTANT shall develop initial design cross sections. Design cross sections will not be part of the official plan set but will be submitted to the CITY and Caltrans for review.

The following sheets are anticipated in this task:

Sheet Name	60% Sheets (Southern Segment)	60% Sheets (Northern Segment)	Scale *
Title Sheet	1	N/A	None
Typical Cross Sections (X)	4	1	None
Key Map & Line Index (K)	1	N/A	None
Project Control	1	N/A	1”=200’
Layout (L)	10	2	1”=20’
Profile (P)	10	1	H:1”=20’ V:1”=5’
Construction Details (C)	5	2	1”=10’
Temp Water Pollution Control Plan (WPC)	10	N/A	1”=50’
Temp Water Pollution Control Details (WPCD)	2	N/A	None
Temp Water Pollution Control Quantities (WPCQ)	2	N/A	N/A
Contour Grading (G)	10	N/A	1”=20’
Drainage Plans (D)	10	N/A	1”=20’
Drainage Profiles (DP)	10	N/A	H:1”=20’ V:1”=5’
Drainage Details (DD)		N/A	3
Drainage Quantities (DQ)	5	N/A	None
Construction Area Signs (CS)	1	N/A	1”=200’
Stage Construction (SC)	4	N/A	1”=50’
Stage Construction and Traffic Handling Plan (SC)	20	N/A	1”=20’
Stage Construction Details (SCD)	2	N/A	1”=10’
Stage Construction Quantities (SCQ)	2	N/A	N/A
Detour Plans (DE)	4	N/A	H:1”=20’ V:1”=5’
Erosion Control Legend (ECL)	1	N/A	N/A
Erosion Control Plans (EC)	10	N/A	1”=20’
Erosion Control Details (ECD)	2	N/A	1”=10’/None

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Sheet Name	60% Sheets (Southern Segment)	60% Sheets (Northern Segment)	Scale *
Erosion Control Quantities (ECQ)	1	N/A	N/A
Pavement Delineation Plans (PD)	10	N/A	1”=20’
Pavement Delineation Details (PDD)	2	N/A	None
Pavement Delineation Quantities (PDQ)	3	N/A	N/A
Signing Plans (S)	10	N/A	1”=20’
Sign Details (SD)	2	N/A	None
Sign Quantities (SQ)	1	N/A	N/A
Summary of Quantities (Q)	4	N/A	N/A
Lighting Plan Culvert (E)	1	N/A	1”=40”
Lighting Plan S. Kellogg Ave (E)	1	N/A	1”=40’
Lighting Pedestrian Bridge - OPTIONAL (E)	1	N/A	1”=40’
Lighting Plan (US101)	N/A	1	1”=40”
Rectangular Rapid Flashing Beacon (RRFB) Plan (E)	1	N/A	1”=20’
Variable Message Sign (VMS) Plan (E)	1	N/A	1”=20’
Electrical Quantity Sheets	1	1	N/A
Electrical Notes and Detail Sheets	1	1	N/A
Total	**170**	**9**	

** Scale of multipurpose path plan improvements to be included with the Caltrans US 101 and 217 Bridge Replacement Projects over San Jose Creek, will be coordinated with the Caltrans Design Teams.*

Prior to submittal, CONSULTANT shall combine roadway PS&E documents with the structures PS&E documents.

Task 7.3 Lighting and Signal Design

Task 7.3.1: Safety Lighting and RRFB Design (Southern and Northern Segments)

CONSULTANT shall prepare the design of safety lighting at the locations listed below and the inclusion of a proposed Rectangular Rapid Flashing Beacon (RRFB) at the location described below:

- Culvert Safety Lighting
- S. Kellogg Avenue Crossing and RRFB
- Multipurpose Path lighting on both ends of UPRR and US 101 Overcrossing
- Modification of existing street lighting system on Calle Real

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The design will be developed using the latest City Standards and Caltrans Standard Plans and Specifications.

Task 7.3.2: Safety Lighting at Pedestrian Bridge Crossing (Southern Segment) – OPTIONAL - TBD

CONSULTANT shall prepare the design of safety lighting for the pedestrian bridge crossing.
The design will be developed using the latest City Standards and Caltrans Standard Plans and Specifications.

Task 7.3.3: Variable Message Sign (VMA) (Southern and Northern Segments) – OPTIONAL - TBD

CONSULTANT shall prepare Plans, Specs and Estimates for a proposed Variable Message Signs (VMS) for flood/fire waring at S. Kellogg Avenue crossing and at the location where the proposed multipurpose path reached Calle Real.

Task 7.4: 60% Structure Design (Southern and Northern Segments)

The Bridge and Retaining Wall designs for the portions of the project included in the 60% PS&E will be in accordance with Caltrans Bridge Design Specifications and applicable sections of the Caltrans Bridge Memo to Designers and Bridge Design Aids manuals. Current CITY and Caltrans design standards will be used. Seismic design will be performed in accordance with the Seismic Design Criteria 2.0 dated April 2019.

Task 7.5: 60% Structure Plans (Southern and Northern Segments)

Detailing of plans will be in accordance with Caltrans Bridge Design Details Manual and City of Goleta Standards.

60% Structure plans will include developed retaining wall aesthetics as agreed upon at the preliminary design level for the portions of the project included in the 60% PS&E. It is anticipated that aesthetic treatment will be limited to standard formliner themes and will not require special corridor themes to be developed. The scope and fee are based on developing the following plan sheets:

	Sheet Name (Southern Segment)	Sheet Name (Northern Segment)
1	Project Plan No. 1	Project Plan No. 1
2	Index to Plans	Index to Plans
3	General Plan No. 1 - Pedestrian Tunnel	General Plan No. 1 - RW 104
4	General Plan No. 2 - Pedestrian Tunnel	General Plan No. 1 - RW 105
5	General Notes	General Plan No. 2 - RW 105
6	Foundation Plan	RW 105 - RW Details

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	Sheet Name (Southern Segment)	Sheet Name (Northern Segment)
7	Portal Entrance	General Plan No. 1 - RW 106
8	Portal Exit	General Plan No. 1 - RW 107
9	Wingwall Details	General Plan No. 1 - RW 108
10	Typical Section	General Plan No. 2 - RW 108
11	Section Details No. 1	General Plan No. 1 - RW 108A
12	Section Details No. 2	Foundation Plans
13	Section Details No. 3	
14	Lighting Details	
15	Drainage Details	
16	Misc. Details	
17	General Plan No. 1 - Retaining Wall	
18	General Plan No. 2 - Retaining Wall	
19	Foundation Plan	
20	Retaining Wall Details	
21	General Plan No. 1 - Ped Bridge	
22	General Plan No. 2 - Ped Bridge	
23	General Notes	
24	Deck Contours	
25	Foundation Plan	
26	Abutment 1 Layout	
27	Abutment 12 Layout	
28	Abutment Details	
29	Wingwall Details	
30	Typical Bent Layout	
31	Bent 5 Layout	
32	Bent 6 Layout	
33	Bent Details No. 1	
34	Bent Details No. 2	
35	Closure Wall Details	
36	Typical Section No. 1 - Concrete Slab	
37	Typical Section No. 2 - Precast Girders	

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	Sheet Name (Southern Segment)	Sheet Name (Northern Segment)
38	Concrete Slab Reinforcement	
39	Precast Girders	
40	Misc. Details	
41	Architectural Details No. 1	
42	Architectural Details No. 2	

Task 7.6: Constructability Review (Southern and Northern Segments)
Using the Caltrans Constructability Review Checklist, CONSULTANT shall perform the constructability review on the portions of the project included in the 60% PS&E. Senior engineer experienced with design and construction will conduct the review. Comments will be incorporated in the plans, specification and estimate.

Task 7.7: Structural Elements Design Check (Southern and Northern Segments)
CONSULTANT shall perform an independent design check of the bridge, culvert and retaining wall plans for the portions of the project included in the 60% PS&E, in conformance with typical Caltrans bridge design procedures. The checker will provide a list of comments and a marked-up set of plans to the designer. Upon completion of design check, discrepancies between the design and checker will be reconciled and plans updated for preparation of quantities, estimate and specifications. The final design will reflect agreement between the two engineers.

Task 7.8: Special Provisions (Southern and Northern Segments)
Draft outline technical special provisions will be prepared on the portions of the project included in the 60% PS&E for project elements within the scope of work per Caltrans Standard Special Provisions, with modifications to coordinate with local agency Special Provisions. Boilerplate information for the specifications will be provided by the CITY for subsequent submittals.

Task 7.9: Opinion of Probable Construction Cost (Southern and Northern Segments)
This opinion of probable construction cost will be based on quantity take-off calculations and unit cost information for items listed on the portions of the project included in the 60% PS&E. The unit cost data will be based on past relevant experience with similar projects; including current local agency cost data, latest version of Caltrans Contract Cost Data and recent bid summaries. The opinion of probable construction cost at this phase will be in bid item format with 10% to 15% contingency.

Deliverables:

- Full size plans (City = 5 hard copies; Caltrans = 20 hard copies)
- Half size plans (City = 5 hard copies; Caltrans = 20 hard copies)
- Technical Special Provisions (City = 5 hard copies; Caltrans = 5 copies)

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- Opinion of Probable Construction Cost (City = 5 hard copies; Caltrans = 5 hard copies)
- Electronic copy on CD
- Submittals for inclusion with Caltrans SR 217 and US 101 Bridge Replacement projects

Task 8: 95% PS&E*-
This task resolves and incorporates 60% review comments. CONSULTANT shall coordinate with CITY and Caltrans. Additional details and information will be added. For the portion of the multipurpose path to be constructed by Caltrans, CONSULTANT shall coordinate review/comment cycles with the Caltrans Office Engineer (OE) as part of the Log-in process. This task includes conducting an official safety review with Caltrans Safety Review Committee and incorporating review comments into 100% PS&E.

CONSULTANT shall develop design cross sections. Design cross sections will not be part of the official plan set but will be submitted to the CITY and Caltrans for review.

The portions of the project to be included in the development of the 95% PS&E are as follows:

For the Southern Segment design, the multipurpose path improvements to be constructed within State right of way and with the SR217 bridge replacement project include the culvert under SR217, retaining wall on west side of SR217 and multipurpose path within the limits of the SR217 bridge replacement project. Signed plans specifications and estimate for these items will be provided to Caltrans for inclusion into the SR217 bridge replacement bid package.

For the Northern Segment design, the multipurpose path improvements to be constructed within State right of way and with the US 101 bridge replacement project include walls and multipurpose path riding surface. Excludes railings, fences, signs and other multipurpose path elements. The design and details for these items will be provided to Caltrans for inclusion into the US 101 bridge replacement bid package.

Task 8.1: 95% Multipurpose Path Plans (Southern and Northern Segments)
The following sheets are anticipated for this task:

Sheet Name	95% Sheets (Southern Segment)	95% Sheets (Northern Segment)	Scale *
Title Sheet	1	N/A	None
Typical Cross Sections (X)	4	1	None
Key Map & Line Index (K)	1	N/A	None
Project Control	1	N/A	1”=200’
Layout (L)	10	2	1”=20’

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Sheet Name	95% Sheets (Southern Segment)	95% Sheets (Northern Segment)	Scale *
Profile (P)	10	1	H:1”=20’ V:1”=5’
Construction Details (C)	5	2	1”=10’
Temp Water Pollution Control Plan (WPC)	10	N/A	1”=50’
Temp Water Pollution Control Details (WPCD)	2	N/A	None
Temp Water Pollution Control Quantities (WPCQ)	2	N/A	N/A
Contour Grading (G)	10	N/A	1”=20’
Drainage Plans (D)	10	N/A	1”=20’
Drainage Profiles (DP)	10	N/A	H:1”=20’ V:1”=5’
Drainage Details (DD)	3	N/A	None
Drainage Quantities (DQ)	5	N/A	None
Construction Area Signs (CS)	1	N/A	1”=200’
Stage Construction (SC)	4	N/A	1”=50’
Stage Construction and Traffic Handling Plan (SC)	20	N/A	1”=20’
Stage Construction Details (SCD)	2	N/A	1”=10’
Stage Construction Quantities (SCQ)	2	N/A	N/A
Detour Plans (DE)	4	N/A	H:1”=20’ V:1”=5’
Erosion Control Legend (ECL)	1	N/A	N/A
Erosion Control Plans (EC)	10	N/A	1”=20’
Erosion Control Details (ECD)	2	N/A	1”=10’/None
Erosion Control Quantities (ECQ)	1	N/A	N/A
Pavement Delineation Plans (PD)	10	N/A	1”=20’
Pavement Delineation Details (PDD)	2	N/A	None
Pavement Delineation Quantities (PDQ)	3	N/A	N/A
Signing Plans (S)	10	N/A	1”=20’
Sign Details (SD)	2	N/A	None
Sign Quantities (SQ)	1	N/A	N/A

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Sheet Name	95% Sheets (Southern Segment)	95% Sheets (Northern Segment)	Scale *
Summary of Quantities (Q)	4	N/A	N/A
Lighting Plan Culvert (E)	1	N/A	1”=40”
Lighting Plan S. Kellogg Ave (E)	1	N/A	1”=40’
Lighting Pedestrian Bridge - OPTIONAL (E)	1	N/A	1”=40’
Lighting Plan (US101)	N/A	3	1”=40”
Rectangular Rapid Flashing Beacon (RRFB) Plan (E)	1	N/A	1”=20’
Variable Message Sign (VMS) Plan (E)	1	N/A	1”=20’
Electrical Quantity Sheets	1	N/A	N/A
Electrical Notes and Detail Sheets	1	N/A	N/A
Total	**170**	**9**	

** Scale of multipurpose path plan improvements to be included with the Caltrans US 101 and 217 Bridge Replacement Projects over San Jose Creek, will be coordinated with the Caltrans Design Teams.*

Prior to submittal, CONSULTANT shall combine roadway PS&E documents with the structures PS&E documents.

Task 8.2: 95% Structure Plans (Southern and Northern Segments)

The 95% PS&E design phase will have a separate QC design team perform independent structural and quantity calculations, and conduct an independent check of the structural plans, opinion of probable construction cost, working day schedule, and specifications. The check will include an interdisciplinary review of the project documents to coordinate design properly. In the 95% PS&E design phase, review comments will be addressed on the portions of the project included in the 95% PS&E, and outstanding design issues will be finalized. 95% plans, technical specifications and opinion of probable construction cost will be prepared. Design activities will be completed. The PS&E package will be prepared for review. Tasks include:

- Address 60% Submittal Comments
- CONSULTANT shall coordinate with CITY and Caltrans.
- Prepare Independent Check Calculations
- Independently Check Plans and Details
- Independently Check of Draft Structure Specifications
- Reconcile Design with Independent Check
- Update Plans and Details to reflect Independent Check comments
- Prepare Independent Check Quantity Calculations

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- Reconcile Design Quantities with Independent Check Quantities
- Independently check, reconcile, and update Working Day Schedule
- Update Opinion of Probable Construction Cost
- Submit 95% PS&E

The 95% Structure Plan sheets and total count are anticipated to be the same as for the 60% submittal.

Task 8.3: Constructability Review (Southern and Northern Segments)
Using the Caltrans Constructability Review Checklist, CONSULTANT shall perform the constructability review on the portions of the project included in the 95% PS&E. Senior engineer experienced with design and construction will conduct the review.

Task 8.4: Updated Special Provisions (Southern and Northern Segments)
Updated technical provisions will be prepared for project elements on the portions of the project included in the 95% PS&E within the scope of work per Caltrans Standard Special Provisions, with modifications to coordinate with local agency Special Provisions.

Task 8.5: Updated Opinion of Probable Construction Cost (Southern and Northern Segments)
This task updates the 60% opinion of probable construction cost for the portions of the project included in the 95% PS&E based on updated quantity take-off calculations for items listed. The opinion of probable construction cost at this phase will be in bid item format with 10% contingency.

Deliverables:

- Full size plans (City = 5 hard copies; Caltrans = 20 hard copies)
- Half size plans (City = 5 hard copies; Caltrans = 20 hard copies)
- Special Provisions (City = 5 hard copies; Caltrans = 5 copies)
- Opinion of Probable Construction Cost (City = 5 hard copies; Caltrans = 5 hard copies)
- Design Cross Sections (Electronic)
- Electronic copy on CD
- Submittals for inclusion with Caltrans SR 217 and US 101 Bridge Replacement projects

Task 9: 100% PS&E (Ready-To-List)
This task resolves and incorporates 95% review comments made for the portions of the project included in the 95% PS&E. CONSULTANT shall coordinate with CITY and Caltrans. Details and information will be refined to complete the final PS&E documents. Final approval from agencies will be obtained during this phase of the work.

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CONSULTANT shall update design cross sections. Design cross sections will not be part of the official plan set but will be submitted to the CITY and Caltrans for review.

The portions of the project to be included in the development of the 100% PS&E are as follows:

For the Southern Segment design, the multipurpose path improvements to be constructed within State right of way and with the SR217 bridge replacement project include the culvert under SR217, retaining wall on west side of SR217 and multipurpose path within the limits of the SR217 bridge replacement project. Signed plans specifications and estimate for these items will be provided to Caltrans for inclusion into the SR217 bridge replacement bid package.

For the Northern Segment design, the multipurpose path improvements to be constructed within State right of way and with the US 101 bridge replacement project include walls and multipurpose path riding surface. Excludes railings, fences, signs and other multipurpose path elements. The design and details for these items will be provided to Caltrans for inclusion into the US 101 bridge replacement bid package.

Task 9.1: 100% Roadway Plans (Southern and Northern Segments)
The 100% Roadway Plan sheets and total count are anticipated to be the same as for the 95% submittal.

Task 9.2: 100% Structure Plans (Southern and Northern Segments)
The following tasks are included in this submittal:

- Address 95% Submittal comments on the portions of the project included in the 95% PS&E
- Independently check and reconcile changes from 95% Submittal
- Update calculations, independent calculations, quantity calculations, independent quantity calculations, opinion of probable construction cost and working day schedule
- Update plans, details and specifications
- Submit Draft 100% PS&E
- Address Draft 100% Submittal comments
- Submit Final PS&E

The 100% Structure Plan sheets and total count are anticipated to be the same as for the 95% submittal.

Task 9.3: Special Provisions (Southern and Northern Segment)
Updated technical provisions will be prepared for project elements within the scope of services per Caltrans Standard Special Provisions, with modifications to coordinate with

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local agency Special Provisions for the portions of the project included in the 100% PS&E.

Task 9.4: Opinion of Probable Construction Cost (Southern and Northern Segment)
This task updates the 95% opinion of probable construction cost based on refined quantity take-off calculations for items listed for the portions of the project included in the 100% PS&E. The opinion of probable construction cost at this phase will be in bid item format with 5% contingency.

Task 9.5: Construction Schedule (Southern and Northern Segment)
With input from the CITY and Caltrans, CONSULTANT shall prepare a preliminary critical path method (CPM) construction schedule for the portions of the project included in the 100% PS&E.

Deliverables:

- Full size plans (City = 5 hard copies; Caltrans = 20 hard copies)
- Half size plans (City = 5 hard copies; Caltrans = 20 hard copies)
- Special Provision (City = 5 hard copies; Caltrans = 5 copies)
- Opinion of Probable Construction Cost (City = 5 hard copies; Caltrans = 5 hard copies)
- Preliminary Construction Schedule (Electronic copy)
- Design Cross Sections
- Electronic copy on CD
- Submittals for inclusion with Caltrans SR 217 and US 101 Bridge Replacement projects

Scope Assumptions:
Southern Segment Assumptions

- This scope of work is for completing the portion of the San Jose Creek Multipurpose Path (multipurpose path) plans specifications and estimate that will be included in the Caltrans SR 217 Over San Jose Creek Bridge Replacement Project. Caltrans bridge replacement project including associated elements of the CITY portions of the multipurpose path project will be advertised and administered by Caltrans. CONSULTANT shall exchange design files and details of the project to accomplish this goal.
- Multipurpose path improvements to be constructed within State right of way and with the SR217 bridge replacement project include the culvert under SR217, retaining wall on west side of SR217 and multipurpose path within the limits of the SR217 bridge replacement project. Signed plans specifications and estimate for these items will be provided to Caltrans for inclusion into the SR217 bridge replacement bid package.

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- For hydrology/hydraulics analysis, no Conditional Letter of Map Revision (CLOMR)/Letter of Map Revision (LOMR) is needed for this project and a no-rise certification will be prepared to evaluate proposed improvements.
- In the event FEMA does not accept a no-rise certification for the proposed improvements, it is assumed that the multipurpose path geometry will be incorporated into the FEMA LOMR in Task 3.1.3 and 3.1.4.
- The CITY will waive encroachment permit fees for services to be performed as part of this project.
- Hydraulic model of the existing San Pedro Creek is not included as part of this scope of work.
- For hydrology/hydraulics analysis, the As-Built Redlined plans of the Flood Control/Fish Passage project are sufficient for FEMA, and no additional survey of the constructed project is needed.
- For hydrology/hydraulics analysis, a LOMR application pertaining to the Flood Control/Fish Passage project will be submitted and processed through the FEMA Online LOMC website. No hard copies of the LOMR application will be created. FEMA review fee for a LOMR is subject to change; the current fee for an online submittal is included in the fee estimate as part of this scope of work. A FEMA review fee higher than the fee estimate will need to be paid by the CITY.
- For hydrology/hydraulics analysis, and interior drainage analysis for the project floodwalls is not included in this scope of work.
- For Task 3.1.7, it is assumed that no updated Location Hydraulic Study (LHS)/Summary Floodplain Encroachment Report (SFER) forms are required and no bridge scour calculations and bank protection sizing are to be updated or completed as part of this scope of work.
- For survey and mapping control, performance of datum shift to conform to Caltrans datum used for the SR 217 bridge replacement project does not include a vertical shift.
- Type Selection Report for proposed structures will be based on Advance Planning Study prepared during PA&ED phase.
- Formal Type Selection Meeting with Caltrans will be required for culvert under SR217.
- Structures outside of Caltrans right of way will not require a formal type selection meeting.
- For structures, it is assumed that aesthetic treatment will generally match the recently constructed Goleta Beach Park Bridge replacement and the Caltrans SR217 bridge replacement over San Jose Creek.
- Lighting for the proposed culvert under SR 217 is assumed to be solar-powered but is subject to the availability of solar-powered tunnel lights. If solar-powered tunnel lights are not available in the market, AC powered tunnel lights will be proposed instead, and it is assumed that a new service connection will be needed.

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- The variable message signs at S. Kellogg crossing will be connected to a controller, which will be powered by AC, it is assumed that a new service connection will be needed for this variable message sign. Safety lighting and RRFB at this crossing location are proposed to be solar powered.
- Consolidated Coastal Development Permit. It is anticipated that no other permits from the County will be required. However, if the County determines that a Use Determination, Development, and Coastal Development Permits are required through the County, then it is anticipated that one application package can be prepared with one cover letter, the appropriate permit application forms, and one set of plans and supplemental information. This application package will include a summary of impacts and will provide justifications for the three County permits. A processing fee must be included with the submittal (to be provided by the CITY; the amount will be determined during coordination with the County). If the County requires additional permits, a revised scope and fee will be provided to the CITY for approval prior to completing the work.

Northern Segment Assumptions

- This scope of work is for completing the portion of the design and details of the multipurpose path that will be provided to Caltrans to be included in the Final US 101 Over San Jose Creek Bridge Replacement Project. Caltrans bridge replacement project including associated elements of the CITY portions of the multipurpose path project will be advertised and administered by Caltrans. CONSULTANT shall exchange design files and details of the project to accomplish this goal.
- Multipurpose path improvements to be constructed within State right of way and with the US 101 bridge replacement project include walls and multipurpose path riding surface. Excludes railings, fences, signs and other multipurpose path elements. The design and details for these items will be provided to Caltrans for inclusion into the US 101 bridge replacement bid package.
- For hydrology/hydraulics analysis, a Conditional Letter of Map Revision (CLOMR)/Letter of Map Revision (LOMR) is not required for this project and a No-Rise Certification will be prepared to evaluate proposed improvements.

- For hydrology/hydraulics analysis, if FEMA does not accept a No-Rise Certification for the proposed improvements, CLOMR and LOMR applications need to be submitted and processed through the FEMA Online LOMC website. No hard copies of the CLOMR or LOMR application will be created. If required, a CLOMR will be prepared during Phase 1, of this scope of services listed as an optional task requiring prior City approval to complete. If required, a LOMR will be prepared as part of Phase 2 of this scope of services, listed as an optional task requiring prior City approval along with an additional fee estimate approval.

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- For hydrology/hydraulics analysis, the current fee for an online submittal of a CLOMR is included in this scope of services. The FEMA LOMR review fee is not included in this scope of services. FEMA review fee for a CLOMR and LOMR is subject to change and need to be verified prior to application submittal. Additional fees not included in this scope of services will be paid by the CITY.
- For geotechnical investigation, some of the proposed Cone Penetration Test (CPT) locations fall within private properties which will require permits to enter. For other locations which fall within the City's right of way, it is assumed that the CITY will waive potential encroachment permit fees for these borings.
- The CITY will waive encroachment permit fees for services to be performed as part of this project.
- Type Selection Report for proposed structures will be based on Advance Planning Study prepared during PA&ED phase.
- Structures outside of Caltrans right of way will not require a formal type selection meeting.
- The variable message signs at Calle Real will be connected to a controller, which will be powered by AC. If not able to connect to the existing signal cabinet located at the intersection of N. Kellogg Ave and Calle Real, it is assumed that a new service connection will be needed for this variable message sign.
- Optional tasks listed require prior approval by the City. Fee estimate for Optional TBD tasks is to be determined.
- A separate fee estimate is prepared for items listed as Phase 2 under this scope of services.

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EXHIBIT B-1

Billing Rates

BILLING INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective date of hourly rate	
	Straight	OT(1.5x)	OT(2x)	From	To
To Be Determined	$310.00	$310.00	$310.00	1/1/2020	12/31/2020
PRINCIPAL	$320.85	$320.85	$320.85	1/1/2021	12/31/2021
(Formerly Principal Engineer)	$332.08	$332.08	$332.08	1/1/2022	12/31/2022
	$343.70	$343.70	$343.70	1/1/2023	12/31/2023
Exempt/Hourly	$355.73	$355.73	$355.73	1/1/2024	12/31/2024
To Be Determined	$290.00	$290.00	$290.00	1/1/2020	12/31/2020
ENGINEER IX	$300.15	$300.15	$300.15	1/1/2021	12/31/2021
(Formerly Associate Principal Engineer)	$310.66	$310.66	$310.66	1/1/2022	12/31/2022
	$321.53	$321.53	$321.53	1/1/2023	12/31/2023
Exempt/Hourly	$332.78	$332.78	$332.78	1/1/2024	12/31/2024
To Be Determined	$260.00	$260.00	$260.00	1/1/2020	12/31/2020
ENGINEER VIII	$269.10	$269.10	$269.10	1/1/2021	12/31/2021
(Formerly Senior Engineer, Range D)	$278.52	$278.52	$278.52	1/1/2022	12/31/2022
	$288.27	$288.27	$288.27	1/1/2023	12/31/2023
Exempt/Hourly	$298.36	$298.36	$298.36	1/1/2024	12/31/2024
To Be Determined	$235.00	$235.00	$235.00	1/1/2020	12/31/2020
ENGINEER VII	$243.23	$243.23	$243.23	1/1/2021	12/31/2021
(Formerly Senior Engineer, Range C)	$251.74	$251.74	$251.74	1/1/2022	12/31/2022
	$260.55	$260.55	$260.55	1/1/2023	12/31/2023
Exempt/Hourly	$269.67	$269.67	$269.67	1/1/2024	12/31/2024
To Be Determined	$210.00	$210.00	$210.00	1/1/2020	12/31/2020
ENGINEER VI	$217.35	$217.35	$217.35	1/1/2021	12/31/2021
(Formerly Senior Engineer, Range B)	$224.96	$224.96	$224.96	1/1/2022	12/31/2022
	$232.83	$232.83	$232.83	1/1/2023	12/31/2023
Exempt/Hourly	$240.98	$240.98	$240.98	1/1/2024	12/31/2024
To Be Determined	$185.00	$185.00	$185.00	1/1/2020	12/31/2020
ENGINEER V	$191.48	$191.48	$191.48	1/1/2021	12/31/2021
(Formerly Senior Engineer, Range A)	$198.18	$198.18	$198.18	1/1/2022	12/31/2022
	$205.11	$205.11	$205.11	1/1/2023	12/31/2023
Exempt/Hourly	$212.29	$212.29	$212.29	1/1/2024	12/31/2024
To Be Determined	$165.00	$165.00	$165.00	1/1/2020	12/31/2020
ENGINEER IV	$170.78	$170.78	$170.78	1/1/2021	12/31/2021
(Formerly Engineer, Range C and B)	$176.75	$176.75	$176.75	1/1/2022	12/31/2022
	$182.94	$182.94	$182.94	1/1/2023	12/31/2023
Exempt/Hourly	$189.34	$189.34	$189.34	1/1/2024	12/31/2024
To Be Determined	$145.00	$145.00	$145.00	1/1/2020	12/31/2020
ENGINEER III	$150.08	$150.08	$150.08	1/1/2021	12/31/2021
(Formerly Engineer, Range A)	$155.33	$155.33	$155.33	1/1/2022	12/31/2022
	$160.76	$160.76	$160.76	1/1/2023	12/31/2023
Exempt/Hourly	$166.39	$166.39	$166.39	1/1/2024	12/31/2024

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EXHIBIT B-1

Billing Rates

To Be Determined	$130.00	$130.00	$130.00	1/1/2020	12/31/2020
ENGINEER II	$134.55	$134.55	$134.55	1/1/2021	12/31/2021
(Formerly Assistant Engineer, Range B)	$139.26	$139.26	$139.26	1/1/2022	12/31/2022
	$144.13	$144.13	$144.13	1/1/2023	12/31/2023
Exempt/Hourly	$149.18	$149.18	$149.18	1/1/2024	12/31/2024
To Be Determined	$115.00	$115.00	$115.00	1/1/2020	12/31/2020
ENGINEER I	$119.03	$119.03	$119.03	1/1/2021	12/31/2021
(Formerly Assistant Engineer, Range A)	$123.19	$123.19	$123.19	1/1/2022	12/31/2022
	$127.50	$127.50	$127.50	1/1/2023	12/31/2023
Exempt/Hourly	$131.97	$131.97	$131.97	1/1/2024	12/31/2024
To Be Determined	$155.00	$155.00	$155.00	1/1/2020	12/31/2020
TECHNICAL VI	$160.43	$160.43	$160.43	1/1/2021	12/31/2021
(No Former Classification Equivalent)	$166.04	$166.04	$166.04	1/1/2022	12/31/2022
	$171.85	$171.85	$171.85	1/1/2023	12/31/2023
Exempt/Hourly	$177.87	$177.87	$177.87	1/1/2024	12/31/2024
To Be Determined	$135.00	$135.00	$135.00	1/1/2020	12/31/2020
TECHNICAL V	$139.73	$139.73	$139.73	1/1/2021	12/31/2021
(No Former Classification Equivalent)	$144.62	$144.62	$144.62	1/1/2022	12/31/2022
	$149.68	$149.68	$149.68	1/1/2023	12/31/2023
Exempt/Hourly	$154.92	$154.92	$154.92	1/1/2024	12/31/2024
To Be Determined	$125.00	$125.00	$125.00	1/1/2020	12/31/2020
TECHNICAL IV	$129.38	$129.38	$129.38	1/1/2021	12/31/2021
(No Former Classification Equivalent)	$133.90	$133.90	$133.90	1/1/2022	12/31/2022
	$138.59	$138.59	$138.59	1/1/2023	12/31/2023
Non-Exempt/Hourly	$143.44	$143.44	$143.44	1/1/2024	12/31/2024
To Be Determined	$110.00	$110.00	$110.00	1/1/2020	12/31/2020
TECHNICAL III	$113.85	$113.85	$113.85	1/1/2021	12/31/2021
(No Former Classification Equivalent)	$117.83	$117.83	$117.83	1/1/2022	12/31/2022
	$121.96	$121.96	$121.96	1/1/2023	12/31/2023
Exempt/Hourly	$126.23	$126.23	$126.23	1/1/2024	12/31/2024
To Be Determined	$95.00	$95.00	$95.00	1/1/2020	12/31/2020
TECHNICAL II	$98.33	$98.33	$98.33	1/1/2021	12/31/2021
(No Former Classification Equivalent)	$101.77	$101.77	$101.77	1/1/2022	12/31/2022
	$105.33	$105.33	$105.33	1/1/2023	12/31/2023
Non-Exempt/Hourly	$109.01	$109.01	$109.01	1/1/2024	12/31/2024
To Be Determined	$80.00	$80.00	$80.00	1/1/2020	12/31/2020
TECHNICAL I	$82.80	$82.80	$82.80	1/1/2021	12/31/2021
(Formerly Intern)	$85.70	$85.70	$85.70	1/1/2022	12/31/2022
	$88.70	$88.70	$88.70	1/1/2023	12/31/2023
Non-Exempt/Hourly	$91.80	$91.80	$91.80	1/1/2024	12/31/2024
To Be Determined	$170.00	$170.00	$170.00	1/1/2020	12/31/2020
CADD TECHNICIAN V	$175.95	$175.95	$175.95	1/1/2021	12/31/2021
(Formerly CAD Manager)	$182.11	$182.11	$182.11	1/1/2022	12/31/2022
	$188.48	$188.48	$188.48	1/1/2023	12/31/2023
Non-Exempt/Hourly	$195.08	$195.08	$195.08	1/1/2024	12/31/2024

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EXHIBIT B-1

Billing Rates

To Be Determined	$140.00	$140.00	$140.00	1/1/2020	12/31/2020
CADD TECHNICIAN IV	$144.90	$144.90	$144.90	1/1/2021	12/31/2021
(Formerly CAD Draftsperson, Senior)	$149.97	$149.97	$149.97	1/1/2022	12/31/2022
	$155.22	$155.22	$155.22	1/1/2023	12/31/2023
Non-Exempt/Hourly	$160.65	$160.65	$160.65	1/1/2024	12/31/2024
To Be Determined	$120.00	$120.00	$120.00	1/1/2020	12/31/2020
CADD TECHNICIAN III	$124.20	$124.20	$124.20	1/1/2021	12/31/2021
(Formerly CAD Draftsperson)	$128.55	$128.55	$128.55	1/1/2022	12/31/2022
	$133.05	$133.05	$133.05	1/1/2023	12/31/2023
Non-Exempt/Hourly	$137.70	$137.70	$137.70	1/1/2024	12/31/2024
To Be Determined	$100.00	$100.00	$100.00	1/1/2020	12/31/2020
CADD TECHNICIAN II	$103.50	$103.50	$103.50	1/1/2021	12/31/2021
(Formerly CAD Draftsperson)	$107.12	$107.12	$107.12	1/1/2022	12/31/2022
	$110.87	$110.87	$110.87	1/1/2023	12/31/2023
Non-Exempt/Hourly	$114.75	$114.75	$114.75	1/1/2024	12/31/2024
To Be Determined	$80.00	$80.00	$80.00	1/1/2020	12/31/2020
CADD TECHNICIAN I	$82.80	$82.80	$82.80	1/1/2021	12/31/2021
(Formerly CAD Draftsperson)	$85.70	$85.70	$85.70	1/1/2022	12/31/2022
	$88.70	$88.70	$88.70	1/1/2023	12/31/2023
Non-Exempt/Hourly	$91.80	$91.80	$91.80	1/1/2024	12/31/2024
To Be Determined	$200.00	$200.00	$200.00	1/1/2020	12/31/2020
DESIGNER VI	$207.00	$207.00	$207.00	1/1/2021	12/31/2021
(No Former Classification Equivalent)	$214.25	$214.25	$214.25	1/1/2022	12/31/2022
	$221.74	$221.74	$221.74	1/1/2023	12/31/2023
Exempt/Hourly	$229.50	$229.50	$229.50	1/1/2024	12/31/2024
To Be Determined	$180.00	$180.00	$180.00	1/1/2020	12/31/2020
DESIGNER V	$186.30	$186.30	$186.30	1/1/2021	12/31/2021
(No Former Classification Equivalent)	$192.82	$192.82	$192.82	1/1/2022	12/31/2022
	$199.57	$199.57	$199.57	1/1/2023	12/31/2023
Exempt/Hourly	$206.55	$206.55	$206.55	1/1/2024	12/31/2024
To Be Determined	$160.00	$160.00	$160.00	1/1/2020	12/31/2020
DESIGNER IV	$165.60	$165.60	$165.60	1/1/2021	12/31/2021
(No Former Classification Equivalent)	$171.40	$171.40	$171.40	1/1/2022	12/31/2022
	$177.39	$177.39	$177.39	1/1/2023	12/31/2023
Exempt/Hourly	$183.60	$183.60	$183.60	1/1/2024	12/31/2024
To Be Determined	$145.00	$145.00	$145.00	1/1/2020	12/31/2020
DESIGNER III	$150.08	$150.08	$150.08	1/1/2021	12/31/2021
(Formerly Senior Designer)	$155.33	$155.33	$155.33	1/1/2022	12/31/2022
	$160.76	$160.76	$160.76	1/1/2023	12/31/2023
Exempt/Hourly	$166.39	$166.39	$166.39	1/1/2024	12/31/2024
To Be Determined	$125.00	$125.00	$125.00	1/1/2020	12/31/2020
DESIGNER II	$129.38	$129.38	$129.38	1/1/2021	12/31/2021
(No Former Classification Equivalent)	$133.90	$133.90	$133.90	1/1/2022	12/31/2022
	$138.59	$138.59	$138.59	1/1/2023	12/31/2023
Exempt/Hourly	$143.44	$143.44	$143.44	1/1/2024	12/31/2024

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EXHIBIT B-1

Billing Rates

To Be Determined	$105.00	$105.00	$105.00	1/1/2020	12/31/2020
DESIGNER I	$108.68	$108.68	$108.68	1/1/2021	12/31/2021
(No Former Classification Equivalent)	$112.48	$112.48	$112.48	1/1/2022	12/31/2022
	$116.42	$116.42	$116.42	1/1/2023	12/31/2023
Exempt/Hourly	$120.49	$120.49	$120.49	1/1/2024	12/31/2024
To Be Determined	$240.00	$240.00	$240.00	1/1/2020	12/31/2020
PROFESSIONAL IX	$248.40	$248.40	$248.40	1/1/2021	12/31/2021
(No Former Classification Equivalent)	$257.09	$257.09	$257.09	1/1/2022	12/31/2022
	$266.09	$266.09	$266.09	1/1/2023	12/31/2023
Exempt/Hourly	$275.41	$275.41	$275.41	1/1/2024	12/31/2024
To Be Determined	$225.00	$225.00	$225.00	1/1/2020	12/31/2020
PROFESSIONAL VIII	$232.88	$232.88	$232.88	1/1/2021	12/31/2021
(No Former Classification Equivalent)	$241.03	$241.03	$241.03	1/1/2022	12/31/2022
	$249.46	$249.46	$249.46	1/1/2023	12/31/2023
Exempt/Hourly	$258.19	$258.19	$258.19	1/1/2024	12/31/2024
To Be Determined	$205.00	$205.00	$205.00	1/1/2020	12/31/2020
PROFESSIONAL VII	$212.18	$212.18	$212.18	1/1/2021	12/31/2021
(Formerly Environmental Service Manager)	$219.60	$219.60	$219.60	1/1/2022	12/31/2022
	$227.29	$227.29	$227.29	1/1/2023	12/31/2023
Exempt/Hourly	$235.24	$235.24	$235.24	1/1/2024	12/31/2024
To Be Determined	$185.00	$185.00	$185.00	1/1/2020	12/31/2020
PROFESSIONAL VI	$191.48	$191.48	$191.48	1/1/2021	12/31/2021
(Formerly Environmental Planner, Senior)	$198.18	$198.18	$198.18	1/1/2022	12/31/2022
	$205.11	$205.11	$205.11	1/1/2023	12/31/2023
Exempt/Hourly	$212.29	$212.29	$212.29	1/1/2024	12/31/2024
To Be Determined	$170.00	$170.00	$170.00	1/1/2020	12/31/2020
PROFESSIONAL V	$175.95	$175.95	$175.95	1/1/2021	12/31/2021
(No Former Classification Equivalent)	$182.11	$182.11	$182.11	1/1/2022	12/31/2022
	$188.48	$188.48	$188.48	1/1/2023	12/31/2023
Exempt/Hourly	$195.08	$195.08	$195.08	1/1/2024	12/31/2024
To Be Determined	$155.00	$155.00	$155.00	1/1/2020	12/31/2020
PROFESSIONAL IV	$160.43	$160.43	$160.43	1/1/2021	12/31/2021
(No Former Classification Equivalent)	$166.04	$166.04	$166.04	1/1/2022	12/31/2022
	$171.85	$171.85	$171.85	1/1/2023	12/31/2023
Exempt/Hourly	$177.87	$177.87	$177.87	1/1/2024	12/31/2024
To Be Determined	$135.00	$135.00	$135.00	1/1/2020	12/31/2020
PROFESSIONAL III	$139.73	$139.73	$139.73	1/1/2021	12/31/2021
(Formerly Public Relations Manager)	$144.62	$144.62	$144.62	1/1/2022	12/31/2022
(Formerly Project Coordinator)	$149.68	$149.68	$149.68	1/1/2023	12/31/2023
Exempt/Hourly	$154.92	$154.92	$154.92	1/1/2024	12/31/2024
To Be Determined	$115.00	$115.00	$115.00	1/1/2020	12/31/2020
PROFESSIONAL II	$119.03	$119.03	$119.03	1/1/2021	12/31/2021
(No Former Classification Equivalent)	$123.19	$123.19	$123.19	1/1/2022	12/31/2022
	$127.50	$127.50	$127.50	1/1/2023	12/31/2023
Exempt/Hourly	$131.97	$131.97	$131.97	1/1/2024	12/31/2024

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EXHIBIT B-1

Billing Rates

To Be Determined	$95.00	$95.00	$95.00	1/1/2020	12/31/2020
PROFESSIONAL I	$98.33	$98.33	$98.33	1/1/2021	12/31/2021
(Formerly Environmental Planner)	$101.77	$101.77	$101.77	1/1/2022	12/31/2022
(Formerly Assistant Environmental Planner)	$105.33	$105.33	$105.33	1/1/2023	12/31/2023
Non-Exempt/Hourly	$109.01	$109.01	$109.01	1/1/2024	12/31/2024
To Be Determined	$280.00	$280.00	$280.00	1/1/2020	12/31/2020
CONSTRUCTION PROFESSIONAL VII	$289.80	$289.80	$289.80	1/1/2021	12/31/2021
(Field Rate)	$299.94	$299.94	$299.94	1/1/2022	12/31/2022
(Formerly Construction Manager)	$310.44	$310.44	$310.44	1/1/2023	12/31/2023
Non-Exempt/Hourly	$321.31	$321.31	$321.31	1/1/2024	12/31/2024
To Be Determined	$255.00	$255.00	$255.00	1/1/2020	12/31/2020
CONSTRUCTION PROFESSIONAL VI	$263.93	$263.93	$263.93	1/1/2021	12/31/2021
(Field Rate)	$273.16	$273.16	$273.16	1/1/2022	12/31/2022
(Formerly Senior Resident Engineer)	$282.72	$282.72	$282.72	1/1/2023	12/31/2023
Non-Exempt/Hourly	$292.62	$292.62	$292.62	1/1/2024	12/31/2024
To Be Determined	$220.00	$220.00	$220.00	1/1/2020	12/31/2020
CONSTRUCTION PROFESSIONAL V	$227.70	$227.70	$227.70	1/1/2021	12/31/2021
(Field Rate)	$235.67	$235.67	$235.67	1/1/2022	12/31/2022
(Formerly Resident Engineer)	$243.92	$243.92	$243.92	1/1/2023	12/31/2023
Non-Exempt/Hourly	$252.46	$252.46	$252.46	1/1/2024	12/31/2024
To Be Determined	$195.00	$195.00	$195.00	1/1/2020	12/31/2020
CONSTRUCTION PROFESSIONAL IV	$201.83	$201.83	$201.83	1/1/2021	12/31/2021
(Field Rate)	$208.89	$208.89	$208.89	1/1/2022	12/31/2022
(No Former Classification Equivalent)	$216.20	$216.20	$216.20	1/1/2023	12/31/2023
Non-Exempt/Hourly	$223.77	$223.77	$223.77	1/1/2024	12/31/2024
To Be Determined	$175.00	$175.00	$175.00	1/1/2020	12/31/2020
CONSTRUCTION PROFESSIONAL III	$181.13	$181.13	$181.13	1/1/2021	12/31/2021
(Field Rate)	$187.46	$187.46	$187.46	1/1/2022	12/31/2022
(Formerly Assistant Resident Engineer)	$194.03	$194.03	$194.03	1/1/2023	12/31/2023
Non-Exempt/Hourly	$200.82	$200.82	$200.82	1/1/2024	12/31/2024
To Be Determined	$155.00	$155.00	$155.00	1/1/2020	12/31/2020
CONSTRUCTION PROFESSIONAL II	$160.43	$160.43	$160.43	1/1/2021	12/31/2021
(Field Rate)	$166.04	$166.04	$166.04	1/1/2022	12/31/2022
(No Former Classification Equivalent)	$171.85	$171.85	$171.85	1/1/2023	12/31/2023
Exempt/Hourly	$177.87	$177.87	$177.87	1/1/2024	12/31/2024
To Be Determined	$130.00	$130.00	$130.00	1/1/2020	12/31/2020
CONSTRUCTION PROFESSIONAL I	$134.55	$134.55	$134.55	1/1/2021	12/31/2021
(Field Rate)	$139.26	$139.26	$139.26	1/1/2022	12/31/2022
(No Former Classification Equivalent)	$144.13	$144.13	$144.13	1/1/2023	12/31/2023
Exempt/Hourly	$149.18	$149.18	$149.18	1/1/2024	12/31/2024
To Be Determined	$200.00	$239.07	$278.14	1/1/2020	12/31/2020
INSPECTOR VII **	$207.00	$247.44	$287.87	1/1/2021	12/31/2021
(Field Rate)	$214.25	$256.10	$297.95	1/1/2022	12/31/2022
(No Former Classification Equivalent)	$221.74	$265.06	$308.38	1/1/2023	12/31/2023
Exempt/Hourly	$229.50	$274.34	$319.17	1/1/2024	12/31/2024

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EXHIBIT B-1

Billing Rates

To Be Determined	$180.00	$215.16	$250.33	1/1/2020	12/31/2020
INSPECTOR VI **	$186.30	$222.69	$259.09	1/1/2021	12/31/2021
(Field Rate)	$192.82	$230.49	$268.15	1/1/2022	12/31/2022
(Formerly Senior Construction Inspector)	$199.57	$238.55	$277.54	1/1/2023	12/31/2023
Non-Exempt/Hourly	$206.55	$246.90	$287.25	1/1/2024	12/31/2024
To Be Determined	$165.00	$197.23	$229.46	1/1/2020	12/31/2020
INSPECTOR V **	$170.78	$204.14	$237.50	1/1/2021	12/31/2021
(Field Rate)	$176.75	$211.28	$245.81	1/1/2022	12/31/2022
(Formerly Construction Inspector)	$182.94	$218.68	$254.41	1/1/2023	12/31/2023
Non-Exempt/Hourly	$189.34	$226.33	$263.32	1/1/2024	12/31/2024
To Be Determined	$150.00	$179.30	$208.60	1/1/2020	12/31/2020
INSPECTOR IV **	$155.25	$185.58	$215.91	1/1/2021	12/31/2021
(Field Rate)	$160.68	$192.07	$223.46	1/1/2022	12/31/2022
(Formerly Assistant Construction Inspector)	$166.31	$198.80	$231.28	1/1/2023	12/31/2023
Non-Exempt/Hourly	$172.13	$205.75	$239.38	1/1/2024	12/31/2024
To Be Determined	$130.00	$155.40	$180.79	1/1/2020	12/31/2020
INSPECTOR III **	$134.55	$160.83	$187.12	1/1/2021	12/31/2021
(Field Rate)	$139.26	$166.46	$193.67	1/1/2022	12/31/2022
(Formerly Construction Inspector Trainee)	$144.13	$172.29	$200.45	1/1/2023	12/31/2023
Exempt/Hourly	$149.18	$178.32	$207.46	1/1/2024	12/31/2024
To Be Determined	$110.00	$131.49	$152.98	1/1/2020	12/31/2020
INSPECTOR II **	$113.85	$136.09	$158.33	1/1/2021	12/31/2021
(Field Rate)	$117.83	$140.85	$163.87	1/1/2022	12/31/2022
(No Former Classification Equivalent)	$121.96	$145.78	$169.61	1/1/2023	12/31/2023
Non-Exempt/Hourly	$126.23	$150.89	$175.54	1/1/2024	12/31/2024
To Be Determined	$90.00	$107.58	$125.16	1/1/2020	12/31/2020
INSPECTOR I **	$93.15	$111.35	$129.54	1/1/2021	12/31/2021
(Field Rate)	$96.41	$115.24	$134.08	1/1/2022	12/31/2022
(No Former Classification Equivalent)	$99.78	$119.28	$138.77	1/1/2023	12/31/2023
Non-Exempt/Hourly	$103.28	$123.45	$143.63	1/1/2024	12/31/2024
To Be Determined	$165.00	$165.00	$165.00	1/1/2020	12/31/2020
ADMIN PROFESSIONAL V	$170.78	$170.78	$170.78	1/1/2021	12/31/2021
(No Former Classification Equivalent)	$176.75	$176.75	$176.75	1/1/2022	12/31/2022
	$182.94	$182.94	$182.94	1/1/2023	12/31/2023
Exempt/Hourly	$189.34	$189.34	$189.34	1/1/2024	12/31/2024
To Be Determined	$150.00	$150.00	$150.00	1/1/2020	12/31/2020
ADMIN PROFESSIONAL IV	$155.25	$155.25	$155.25	1/1/2021	12/31/2021
(Formerly Administration Manager)	$160.68	$160.68	$160.68	1/1/2022	12/31/2022
(Formerly Marketing Manager)	$166.31	$166.31	$166.31	1/1/2023	12/31/2023
Non-Exempt/Hourly	$172.13	$172.13	$172.13	1/1/2024	12/31/2024
To Be Determined	$125.00	$125.00	$125.00	1/1/2020	12/31/2020
ADMIN PROFESSIONAL III	$129.38	$129.38	$129.38	1/1/2021	12/31/2021
(Formerly Office Engineer)	$133.90	$133.90	$133.90	1/1/2022	12/31/2022
	$138.59	$138.59	$138.59	1/1/2023	12/31/2023
Non-Exempt/Hourly	$143.44	$143.44	$143.44	1/1/2024	12/31/2024

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EXHIBIT B-1

Billing Rates

To Be Determined	$100.00	$100.00	$100.00	1/1/2020	12/31/2020
ADMIN ASSISTANT II	$103.50	$103.50	$103.50	1/1/2021	12/31/2021
(Formerly Administrative Assistant)	$107.12	$107.12	$107.12	1/1/2022	12/31/2022
	$110.87	$110.87	$110.87	1/1/2023	12/31/2023
Non-Exempt/Hourly	$114.75	$114.75	$114.75	1/1/2024	12/31/2024
To Be Determined	$85.00	$85.00	$85.00	1/1/2020	12/31/2020
ADMIN ASSISTANT I	$87.98	$87.98	$87.98	1/1/2021	12/31/2021
(No Former Classification Equivalent)	$91.05	$91.05	$91.05	1/1/2022	12/31/2022
	$94.24	$94.24	$94.24	1/1/2023	12/31/2023
Non-Exempt/Hourly	$97.54	$97.54	$97.54	1/1/2024	12/31/2024

NOTES:
All employees subject to prevailing wage denoted with two asterisks (**)

Dennis M. Haglan, P.E.

11/3/2020
Date

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AMENDMENT NO. 2
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DEWBERRY ENGINEERS, INC.

This **Amendment No. 2** to the Professional Design Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **DEWBERRY ENGINEERS, INC., a New York Corporation** ("Consultant") dated March 5, 2019 ("Agreement," Agreement No. 2019-023) is made on this 20th day of June 2023.

SECTION A. RECITALS

1. This Agreement is for the professional design engineering, permitting, and right of way services in conjunction with the San Jose Creek Bike Path (Northern and Southern Segments) Project; and

2. This Agreement has been amended to provide additional design, environmental and permitting, right of way services.

3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed $2,435,908; and

4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of $1,800,000 for additional tasks; and

5. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2023; and

6. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2025; and

7. The Agreement currently provides in Exhibit A-1 entitled "Scope of Work" the complete and particular description of services; and

8. The parties desire to amend Exhibit A-1 by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit A-2; and

9. The Agreement currently provides in Exhibit B-1 entitled "Schedule of Fees" the hourly rates; and

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10. The parties desire to amend Exhibit B-1 of the Agreement to identify the new hourly rates, attached as “Exhibit B-2”; and

11. The City Council approved this Amendment No. 2, on this 20th day of June 2023.

SECTION B. AMENDED TERMS

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

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of $1,800,000 and to read in its entirety:

   (a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of $4,235,908 (herein "not-to-exceed amount") and shall be earned as the work progresses.

   Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B-2," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2025, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional 2 years to read in its entirety.

The term of this Agreement is from the date first written above to June 30, 2025, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY’s Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

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

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Exhibit A-1 "Scope of Work" with **Exhibit A-2 "Scope of Work"** attached hereto and incorporated herein.

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

Exhibit B-1 "Schedule of Fees" with **Exhibit B-2 "Schedule of Fees"** attached hereto and incorporated herein.

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

In concurrence and witness whereof, this Amendment No. 9 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

DocuSigned by:
Robert Nisbet
1AE6A0D0C9E4D7...
Robert Nisbet, City Manager

CONSULTANT

DocuSigned by:
DENNIS HAGLAN
3C4D2B6D8...
Dennis Haglan
Senior Vice President

ATTEST:

DocuSigned by:
Deborah Lopez
...471C...
Deborah Lopez, City Clerk

DocuSigned by:
Matt Satow
...A41C...
Matt Satow
Vice President

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:
Scott Shapses
4365248AE5424CE...
Scott Shapses, Deputy City Attorney

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Exhibit A-2
Scope of Work
Dewberry Engineering
9006 – San Jose Creek Northern and Southern Segments Project

- **Task 1: Project Management**

- **Task 1.1: Meetings and Coordination (Southern and Northern Segments)**

CONSULTANT shall organize, attend, and facilitate meetings to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. CONSULTANT shall provide meeting notices, prepare meeting materials and agenda, attend and facilitate the meeting and prepare meeting notes. CONSULTANT shall coordinate with the CITY's project manager prior to meetings to receive input regarding the agenda. The following meetings are anticipated for this project:

- **Kick off Meeting**: At the start of the final design (PS&E), CONSULTANT shall organize a kickoff meeting with key personnel on the project. The purpose of this meeting will be to review the goals and objectives of the project, scope, budget, schedule, discuss team member's roles and responsibilities, identify critical project issues and obtain consensus on design criteria, task durations, and review durations.

- **Project Status Teleconferences**: Regular conference calls will be held approximately every week (up to40 teleconferences) between the project design team and the CITY Project Manager. The purpose of these meetings is to communicate project team status and discuss project issues. CONSULTANT shall facilitate these teleconferences by providing the conference calling site, agendas and meeting notes with action items.

- **PDT Meetings**: The project development team (PDT) meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. CONSULTANT Project Manager in association with the CITY Project Manager will identify key agencies and personnel to be included in the core Project Development Team. Attendees will likely include CONSULTANT's Project Manager and task leads as needed, City of Goleta, Santa Barbara County, Caltrans staff and other stakeholders. Throughout the anticipated duration of this project, CONSULTANT shall attend and facilitate up to twelve (6) PDT meetings. The meetings will be held at the City of Goleta offices or by teleconference.

CONSULTANT shall continue coordination with the Union Pacific Railroad (UPRR) and with the California State Public Utilities Commission (CPUC) to obtain approval of the multipurpose path improvements within UPRR right of way.

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CONSULTANT shall prepare correspondence and exhibits to communicate and coordinate proposed improvements with the Santa Barbara County and California Coastal Commission to assist the CITY in obtaining the Coastal Development Permit.

Included in this task is coordination with the City of Goleta, Caltrans District 5, Santa Barbara County, Union Pacific Railroad (UPRR and other stakeholders.

- **Deliverables:**
  - Meeting notices, agendas, handouts, meeting notes, and action items
  - UPRR preliminary design documents
  - Coastal Development Permit coordination documents

- **Task 1.2: Project Administration (Southern and Northern Segments)**

CONSULTANT shall monitor and control the effort and progress of the proposed services as follows:

- **Set Up Project Accounting System**: CONSULTANT shall structure the accounting system in accordance with the CITY's invoicing and tracking needs.

- **Prepare Project Information Guide**: CONSULTANT shall prepare a Project Information Guide for use by staff working on the project. The Project Information Guide will contain project instructions regarding aspects of the project. Topics to be covered include:

  - Project background/purpose
  - Organization chart/contact list
  - Communication plan
  - Scope/Schedule/Budget
  - QA/QC Plan
  - Project Filing System

- **Monitor Progress and Review and Approve Invoices**: CONSULTANT shall track the work progress of the proposed subconsultants and review their invoices for format and content compliance.

- **Prepare Monthly Progress Reports and Client Invoices**: CONSULTANT shall prepare Progress Reports to record the progress of the project and as supporting data for invoices presented monthly to the CITY. The Progress Report will include accomplished tasks for the month, anticipated progress for the next month, pending issues/resolutions and schedule completion target dates. CONSULTANT shall mail Progress Reports with the monthly invoices.

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- **Prepare, Monitor and Adjust CPM Schedule**: CONSULTANT shall, within two weeks of Notice to Proceed, provide a detailed project baseline schedule to the CITY for review and comment. The schedule will be prepared using Microsoft Project and will show contracted tasks/milestones with dependencies and durations, critical path tasks and responsibility assignments. Subsequent to establishing the baseline schedule, CONSULTANT shall update the schedule on a monthly basis, to coincide with the PDT meetings and/or monthly Progress Reports.

- **Establish Project Administration Systems**: CONSULTANT shall establish and implement a document/correspondence management and distribution system to share information in a timely manner amongst project team members. CONSULTANT shall develop and maintain a project document retention system that will be transferred to the CITY upon Project completion. This system will catalogue and retain significant project correspondence and work products in their native format.

- **Deliverables:**
  - Monthly Progress Report
  - Project Schedule
  - Project Information Guide
  - Project Closeout Documentation – PHASE 2

- **Task 1.3: Quality Control (Southern and Northern Segments)**

CONSULTANT shall develop a quality control plan for the project which includes a plan establishing a process to check design calculations independently. Prior to each submittal, exhibits, plans, specifications and estimates will be checked, corrected and backchecked for accuracy and completeness. CONSULTANT shall review environmental and engineering report submittals to complete the appropriate background information, study methodology, interpretation of data, format and content in accordance with current standards.

- **Deliverable:**
  - Quality Control Plan

- **Task 1.4: Caltrans Local Assistance, Funding and Programming Support (Southern and Northern Segments)**

If federal funding is obtained for subsequent phases, CONSULTANT shall assist in the preparation of authorization packages, PS&E certification, Utility Certification, Right of Way certification, and other Caltrans compliance documents. This task will include coordination with Caltrans pertaining to the determination of appropriate federal forms and requests.

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- **Deliverable:**
  - Request for Authorization for Right of Way, Utility Relocation and Construction. Right of Way, Utility, and PS&E Certification.

Task 1.5: Caltrans Coordination of Design Elements (Southern and Middle Extent)
CONSULTANT shall coordinate with the Caltrans design team. A portion of the San Jose Creek Multipurpose Path plans specifications and estimate will be included in the US 101 Bridge Replacement project and may be included in the final SR 217 Over San Jose Creek Bridge Replacement Project. The design and details of the multipurpose path shall be provided to Caltrans to be included in the Bridge Replacement Projects.. Both Caltrans bridge replacement projects including associated elements of the City portions of the multipurpose path project will be advertised and administered by Caltrans. CONSULTANT shall exchange design files and details through the life of the project to accomplish this goal. CONSULTANT will hold a monthly conference call with Caltrans design teams to coordinate various elements of design.

Task 1.6: Encroachment Permit (Southern and Middle Extent)
CONSULTANT shall prepare application and obtain encroachment permits from Caltrans to initiate construction activities for the project. It is assumed that encroachment permits from the local agencies will not be required. CONSULTANT shall assist in obtaining rights of entry from adjacent property owners.

Deliverable:
- Encroachment Permit Applications (One for SR 217 and one for US 101) – PHASE 2

Task 1.7: Railroad / CPUC Coordination (Middle Extent)
CONSULTANT shall continue coordination with the Union Pacific Railroad (UPRR) and with the California State Public Utilities Commission (CPUC) to obtain approval of the multipurpose path improvements within UPRR right of way.

- **Task 2: Topographic Survey and Right of Way Engineering**

CONSULTANT shall be responsible for supplementing the existing mapping prepared in 2019. The project controls will be based upon Caltrans District 5 survey control monuments and work will be performed using Caltrans formats and standards.

- **Task 2.1: Supplemental Survey**

  - **Task 2.1.1: Supplemental Ground Surveys (Southern Segment)**

CONSULTANT shall provide field topographic mapping and invert details of the storm drain improvements located between the San Jose Creek channel and Highway 217 (Approximately 16 locations). The topographic mapping will be incorporated into the previous work performed for this project.

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- **Task 2.1.1a: Supplemental Ground Surveys (Northern Segment)**

CONSULTANT shall provide field topographic mapping within the property known as APN 069-160-013. Limits of survey will extend 25 feet past the existing fence line. (Approximately 25 feet x 200 feet). The topographic mapping will be incorporated into the previous work performed for this project.

- **Task 2.1.2: San Jose Creek Cross Sections (Southern Segment)**

CONSULTANT shall provide creek cross sections along San Jose Creek at 100 feet intervals and extend 20 feet past top of bank when feasible (20 cross section estimate). Cross sections will start at the end of the recently built concrete channel and end at the confluence with San Pedro Creek (Approximately 2,000 LF).

- **Task 2.1.3: Extended Aerial Limits (Southern Segment)**

CONSULTANT shall expand the aerial mapping at the southerly end of project adjacent to existing bridge and multipurpose path (150 feetx700 feet).

- **Task 2.1.4: Project Datum Shift (Southern Segment)**

CONSULTANT shall shift the horizontal datum of the project from NAD83, Epoch 1991.35 to NAD83, Epoch 2014.50. This scope of work does not include a vertical shift. Survey files will be updated to adjusted datum.

- **Task 2.2: Right of Way Engineering**

- **Task 2.2.1: Plats and Legals For Permanent Easement (Southern Segment)**

CONSULTANT shall prepare legal descriptions and exhibits for the proposed permanent easements required for the multipurpose path improvements (4 total estimate).

- **Task 2.2.1a: Plats and Legals For Permanent Easement (Northern)**

CONSULTANT will prepare legal descriptions and exhibits for the proposed permanent easements required for the multipurpose path improvements (8 total estimate).

- **Task 2.2.2: Plats and Legals For Temporary Construction Easement (Southern Segment)**

CONSULTANT shall prepare legal descriptions and exhibits for the proposed temporary construction easements required for the multipurpose path improvements (4 total estimate).

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- **Task 2.2.2a: Plats and Legals For Temporary Construction Easement (Northern Segment)**

CONSULTANT will prepare legal descriptions and exhibits for the proposed temporary construction easements required for the multipurpose path improvements (8 total estimate).

- **Task 2.2.3: Acquire Title Reports (Southern Segment)**

CONSULTANT shall acquire title reports for the remaining parcels affected by the multipurpose path improvements (4 Total Estimate). Review/retrace remaining easements/encumbrances identified on the provided title reports for potential impacts on the multipurpose path improvements.

- **Task 2.2.3a: Acquire Title Reports (Northern Segment)**

CONSULTANT shall acquire title reports for the remaining parcels affected by the multipurpose path improvements (8 Total Estimate). Review/retrace remaining easements/encumbrances identified on the provided title reports for potential impacts on the multipurpose path improvements.

- **Deliverables:**
  - Plats and Legals for Permanent Easements - PDF

- **Task 3: Engineering Studies**

- **Task 3.1: Hydrology/Hydraulic and Storm Water Studies**

- **Task 3.1.1: Hydraulic Modeling – Post-Project Conditions (Southern Segment)**

CONSULTANT shall add (1) the San Jose Creek channel capacity and fish passage improvement project and (2) the Hollister Avenue Bridge replacement project to a copy of the existing conditions HEC-RAS model to create the post-project conditions model. The post-project conditions floodway will also be developed.

A quality control review of the post-project HEC-RAS model will be performed, and review comments will be addressed and backchecked.

- **Task 3.1.2: Floodplain Mapping – San Jose Creek and Old San Jose Creek (Southern Segment)**

The 1% annual chance exceedance (100-year) floodplain limits shall be delineated and a floodplain work map shalll be developed. The floodplain work map, which will be

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certified by a registered professional engineer per FEMA regulations, will also include topographic contours, stream centerline, and effective FEMA floodplain limits. Annotated DFIRM panels showing the revised floodplains and Base Flood Elevations (BFEs) will also be prepared.

- **Deliverables:**
  - Floodplain work map and GIS floodplain layers
  - Annotated FIRM panels

- **Task 3.1.3: Letter of Map Revision (LOMR) Submittal (Southern Segment)**

CONSULTANT shall prepare a LOMR application package, which will include copies of the hydraulic model input and output, completed FEMA application (MT-2) forms, LOMR report, floodplain work map(s), CHECK-RAS comments and responses (if applicable), and annotated DFIRM panel(s) showing the revised floodplains.

The LOMR submittal includes a floodwall, which has series of specific requirements to be accredited by FEMA as providing flood protection. The FEMA MT-2 form for levees/floodwalls will be completed and the computed freeboard along the floodwall will be confirmed to meet FEMA requirements.

- **Deliverables:**
  - LOMR application package

- **Task 3.1.4: LOMR Application – Meetings and Agency Follow-up (Southern Segment)**

CONSULTANT shall participate in up to three (3) conference calls and coordinate with the CITY regarding the LOMR, including addressing written comments on the submittal. The LOMR will also impact small portions of unincorporated Santa Barbara County and the City of Santa Barbara. Coordination will be required to obtain LOMR approval from these communities.

FEMA's Online LOMC website will be used to electronically submit the LOMR application to FEMA after it has been approved by the CITY. CONSULTANT shall respond to FEMA comments on the LOMR application.

Public notice and/or individual property owner notification may be required by FEMA. A template will be prepared for the public notice and/or notification letter to be sent out by the community. A list of affected parcels will also be prepared.

- **Deliverables:**

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- List of affected parcels and a template for the public notice and/or notification letter

- **Task 3.1.5: No-Rise Analysis: San Jose Creek Multipurpose Path (Southern Segment)**

Using the model developed in previous tasks, a FEMA No-Rise analysis will be performed to confirm that the proposed multipurpose path project does not cause an increase in San Jose Creek floodway elevations. If the no-rise condition is met, a no-rise certification will be prepared. Review comments on the no-rise analysis by the CITY will be addressed (note: The No-Rise analysis is reviewed by the community only and does not go to FEMA).

- **Deliverables:**
  - No-rise analysis and certification

- **Task 3.1.6: No-Rise Analysis: San Jose Creek Multipurpose Path (Northern Segment)**

Using the model developed in previous tasks, a FEMA No-Rise analysis will be performed to confirm that the proposed multipurpose path project does not cause an increase in San Jose Creek floodway elevations. If the No-Rise condition is met, a No-Rise certification will be prepared. Review comments on the no-rise analysis by the CITY will be addressed (note: The No-Rise analysis is reviewed by the community only and does not go to FEMA).

If the No-Rise condition cannot be met, FEMA regulations require a Conditional Letter of Map Revision (CLOMR) to be processed before construction begins as well as a LOMR following construction. The CLOMR/LOMR submittals for the multipurpose path are included in this proposal as Optional Services.

- **Deliverables:**
  - No-Rise analysis and certification

- **Task 3.1.7.: Hydraulic Technical Memorandum for Hollister Avenue Bridge (Southern Segment)**

CONSULTANT shall provide a Technical Memorandum summarizing the updated existing and proposed conditions hydraulics for the replacement of the Hollister Avenue Bridge.

- **Deliverables:**
  - Technical Memorandum

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- **Task 3.1.8: San Jose Creek Multipurpose Path LHS/SFER (Northern Segment)**

CONSULTANT shall complete the Location Hydraulic Study (LHS) and Summary Floodplain Encroachment Report (SFER) forms and a separate corresponding summary report for both the Northern Segment and Southern Segment San Jose Creek multipurpose path projects.

- **Deliverables:**
  - SFER Report for the Northern Segment multipurpose path with forms in the appendices
  - LHS/SFER Report for the Southern Segment multipurpose path with forms in the appendices

- **Task 3.1.9: CLOMR Submittal: San Jose Creek Multipurpose Path (Northern Segment) - OPTIONAL**

CONSULTANT shall prepare a CLOMR application package for the San Jose Creek multipurpose path, Northern Segment, which will include copies of the hydraulic model input and output, completed FEMA application forms, CLOMR report, floodplain work map(s), CHECK-RAS comments and responses (if applicable), and annotated DFIRM panel(s) showing the revised floodplains.

- **Deliverables:**
  - CLOMR application package

- **Task 3.1.10: CLOMR Follow-up: San Jose Creek Multipurpose Path (Northern Segment) - OPTIONAL**

CONSULTANT shall participate in up to three conference calls and coordinate with the CITY regarding the CLOMR, including addressing written comments on the submittal. FEMA's Online LOMC website will be used to electronically submit the CLOMR application to FEMA after it has been approved by the CITY. CONSULTANT shall respond to FEMA comments on the CLOMR application.

Public notice and/or individual property owner notification may be required by FEMA. A template will be prepared for the public notice and/or notification letter to be sent out to the community. A list of affected parcels will also be prepared

- **Deliverables:**
  - List of affected parcels and a template for the public notice and/or notification letter

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- **Task 3.1.11: LOMR Submittal: San Jose Creek Multipurpose Path (Northern Segment) - OPTIONAL - TBD**

The proposed conditions modeling and mapping shall be revised, to reflect as-built conditions. CONSULTANT shall prepare a LOMR application package for the San Jose Creek multipurpose path, Northern Segment. The LOMR package will include copies of the hydraulic model input and output, completed FEMA application forms, LOMR report, floodplain work map(s), and annotated DFIRM panel(s) showing the revised floodplains.

- **Deliverables:**
  - LOMR application package

- **Task 3.1.12: LOMR Follow-up: San Jose Creek Multipurpose Path (Northern Segment) - OPTIONAL - TBD**

CONSULTANT shall coordinate with the CITY regarding the LOMR, including addressing written comments on the submittal. FEMA's Online LOMC website will be used to electronically submit the LOMR application to FEMA after it has been approved by the CITY. CONSULTANT and will respond to FEMA comments on the LOMR application.

Public notice and/or individual property owner notification will be required by FEMA. A template will be prepared for the public notice and/or notification letter to be sent out to the community. A list of affected parcels will also be prepared.

- **Deliverables:**
  - List of affected parcels and a template for the public notice and/or notification letter

- **Task 3.2: Scour and Bank Protection Analysis and Memorandum (Southern and Northern Segments)**

CONSULTANT shall complete calculations to determine the need for bank protection. If bank protection is required, parameters will be provided according to the FHWA publication HEC-23.

- **Deliverables:**
  - Technical Memorandum documenting rock riprap locations.

- **Task 3.3: Drainage Report (Southern and Northern Segments)**

CONSULTANT shall review the available data and prepare design calculations to assess the capacity of the existing drainage systems. CONSULTANT shall prepare the

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Drainage Report, which will include calculations to assess the need for drainage improvements. The results and design recommendations will be summarized in the Drainage Report. The report is expected to include the following:

- Evaluation of the existing conditions, including:
  - Evaluation of the existing conditions
  - Unusual and special conditions
  - Drainage mapping
  - Proposed systems

CONSULTANT shall also conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site.

- **Deliverables:**
  - Draft Drainage Report (PDF)
  - Draft Final Drainage Report (PDF)
  - Final Drainage Report (PDF and 3 hard copies)

- **Task 3.4: Storm Water Data Report – Short Form (SWDR) (Southern Segment)**

CONSULTANT shall prepare a Stormwater Data Report Short Form summarizing the Project impacts to water quality and recommended BMPs. CONSULTANT shall propose the permanent stormwater treatment BMPs. The report will be based on the PA&ED-level report and will be updated with the development of the PS&E. CONSULTANT shall perform detailed calculations to complete the design and detail of treatment BMPs.

- **Deliverables:**
  - Draft Stormwater Data Report (PDF)
  - Draft Final Stormwater Data Report (PDF)
  - Final Stormwater Data Report (PDF and 3 hard copies)

- **Task 3.5: Geotechnical Engineering Study**

Based upon finding during the PA&ED phase of this project, CONSULTANT proposes the following scope of services, which will generally include a field exploration, laboratory testing program, analyses, and report preparation. The proposed scope of work will include the following tasks:

- **Task 3.5.1: Mobilization, Research and Data Collection (Southern and Northern Segments)**

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Mobilization will include project set up, staff briefing, checking site accessibility, boring layout, clearance of utilities, and permitting. A preliminary map of proposed exploratory boring locations will be provided to the project team, prior to drilling. A field meeting will be arranged with the design team to confirm boring locations. Prior to the field meeting, CONSULTANT shall notify Underground Service Alert (USA) to arrange for marking of underground utilities within pertinent public rights-of-way and utility easements.

CONSULTANT shall obtain an encroachment permit from Caltrans to perform work along SR-217. It is assumed the CITY will not require additional permits. Borings will be in the shoulder to the extent possible; however, the use of temporary traffic control is anticipated.

- **Task 3.5.2: Field Exploration Activities & Subsurface Investigation (Southern and Northern Segments)**

The proposed boring program for the Southern Segment will include five deep borings ranging 60 to 100 feet. Three (3) shallow borings to 5 feet for collection bulk soil samples for R-value testing. These explorations will provide an evaluation of subsurface soil conditions for the proposed improvements. The boring locations will depend upon the available access. It is anticipated using a truck mounted drill rig for borings. Due to the needed depths of borings, portable equipment may not be feasible. Temporary traffic control is expected for the proposed borings on State Route 217 and South Kellogg Ave.

The proposed boring program for the Northern Segment will include three borings and two CPTs to 60 feet. Two (2) shallow borings to 5 feet will drilled by a hand-auger for collection bulk soil samples for R-value testing. These explorations will provide an evaluation of subsurface soil conditions for the proposed improvements. The boring locations will depend upon the available access. Due to the needed depths of borings, portable equipment may not be feasible. Temporary traffic control is expected for the proposed borings on Calle Real. The remaining shallow borings and CPTs do not require traffic control.

CONSULTANT shall classify and continuously log subsurface soil conditions encountered in test borings at the time of drilling. Obtain "relatively undisturbed" samples of substrata from the soil borings. The soil borings will be drilled and capped in accordance with the permit requirements. Generally, the borings are required to be backfilled with cement grout. The cuttings will be drummed and hauled from the site.

- **Task 3.5.3: Laboratory Testing (Southern and Northern Segments)**

Laboratory tests shall be performed on selected soil samples to evaluate pertinent geotechnical engineering properties for design. Laboratory tests anticipated include moisture density, R-value, unconfined compression, gradation analyses, corrosion tests and Plasticity Index test.

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- **Task 3.5.4: Engineering Analyses (Southern and Northern Segments)**

CONSULTANT shall perform engineering analyses and develop design recommendations for the retaining walls and the multipurpose path. This will be based on the field and laboratory data. The wall types are not finalized at this time, however, soldier pile and lagging, tie-back system or conventional cast-in-place walls could be considered.

- **Task 3.5.5: ADL and Lead Base Paint Testing and Report (Southern and Northern Segments)**

CONSULTANT shall prepare ADL and Lead base paint testing for the Southern Segment and document findings in a report.

CONSULTANT shall prepare ADL testing for the Northern Segment and document findings in a report.

- **Deliverables:**
  - ADL and Lead Base Paint Testing Report for the Southern Segment
  - ADL Testing Report for the Northern Segment

- **Task 3.5.6: Draft Geotechnical Report (Southern and Northern Segments)**

CONSULTANT shall prepare preliminary recommendations for the proposed pedestrian overcrossing foundations, retaining walls and pavement sections for the Southern Segment. Caltrans design guidelines will be referred to in the preparation of this report. One report will be submitted combining the required geotechnical recommendations for project elements.

CONSULTANT shall also prepare preliminary recommendations for the proposed retaining walls and pavement sections for the Northern Segment. Caltrans design guidelines will be referred to in the preparation of this report. One report will be submitted combining the required geotechnical recommendations for project elements.

- **Task 3.5.7: Final Geotechnical Report (Southern and Northern Segments)**

CONSULTANT shall prepare a final report including design recommendations for the pedestrian overcrossing foundations, retaining walls and pavement sections based on review comments and updates after the draft report preparation pertaining to the Southern Segment.

CONSULTANT shall also prepare final report including design recommendations for retaining walls and pavement sections based on review comments and updates after the draft report preparation pertaining to the Northern Segment.

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- **Deliverables:**
  - Draft Foundation Report (One for the Southern Segment and One for the Northern Segment) PDF
  - Final Foundation Report (One for the Southern Segment and One for the Northern Segment) PDF

- **Task 3.6: Traffic Management Plan (TMP) (Southern and Northern Segments)**

CONSULTANT shall prepare a Traffic Management Plan for the project in accordance with Caltrans guidelines and CITY circulation requirements. CONSULTANT shall coordinate with CITY, Caltrans and UPRR. Prior to developing the TMP, an initial meeting will be set up with Caltrans, UPRR and local agencies to receive concurrence on special criteria. Lane closure charts will be coordinated and obtained from Caltrans Transportation Management Division.

- **Deliverables:**
  - Administrative Draft TMP PDF
  - Draft TMP PDF
  - Response matrix to review comments
  - Final TMP PDF
  - UPRR preliminary design documents

- **Task 4: Utility Coordination (Southern and Northern Segments)**

- **Task 4.1: Conflict Mapping (Southern and Northern Segments)**

CONSULTANT shall prepare conflict mapping (“B” Plans) and a “B” Letter for CITY review. Conflict mapping will be sent to the utility company showing the individual company’s facilities, marked in its corresponding color, and showing the anticipated utility conflicts.

The utility company is requested to respond within 30 days of receipt of the letter and to initiate relocation design. The utility company will be requested to provide relocation plans to resolve conflicts and an opinion of probable construction cost estimate of the relocation.

CONSULTANT shall work with the CITY to finalize utility agreements and certifications to satisfy federal funding requirements. This task includes reviewing relocation agreements for proper charges and fees and negotiating to correct advances, refunds and reimbursements. Final utility agreements will be included in the Right of Way Certification package.

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CONSULTANT shall work with the CITY and Caltrans to prepare and submit the Project Engineer's Certification of Utility Facilities to satisfy Caltrans federal funding requirements. This task includes reviewing utility company designs. Utility design is to follow the State Policy on High and Low Priority Underground Facilities. Certification documents will be prepared per Appendix LL of the Caltrans Project Development Procedures Manual.

When the relocation plans are received, CONSULTANT shall check the utility company relocation design against the latest project plans for conflicts. CONSULTANT shall send Final Plans ("C" Plans) and Notice to Owner (Caltrans Exhibit 14-d in the Local Assistance Procedures Manual) directing each facility to initiate relocation construction. CONSULTANT shall coordinate and prepare utility certification documents.

- **Deliverables:**
  - Utility Conflict Mapping
  - Request for Relocation Plans Package (Utility Letter "B") PDF
  - Final Plans (Utility Letter "C") along with a Notice to Owner PDF
  - Right of Way Certification

- **Task 4.2: Relocation Coordination (Southern and Middle Extent)**

CONSULTANT will work with the CITY to finalize utility agreements and certifications to satisfy federal funding requirements. This task includes reviewing relocation agreements for proper charges and fees and negotiating to correct advances, refunds and reimbursements. Final utility agreements will be included in the Right of Way Certification package.
CONSULTANT will work with the CITY and Caltrans to prepare and submit the Project Engineer's Certification of Utility Facilities to satisfy Caltrans federal funding requirements. This task includes reviewing utility company designs. Utility design is to follow the State Policy on High and Low Priority Underground Facilities. Certification documents will be prepared per Appendix LL of the Caltrans Project Development Procedures Manual.

When the relocation plans are received, CONSULTANT will check the utility company relocation design against the latest project plans for conflicts. CONSULTANT will send Final Plans ("C" Plans) and Notice to Owner (Caltrans Exhibit 14-d in the Local Assistance Procedures Manual) directing each facility to initiate relocation construction. CONSULTANT will coordinate and prepare utility certification documents.

- **Deliverables:**

- Utility Conflict Mapping
- Request for Relocation Plans Package (Utility Letter "B") PDF
- Final Plans (Utility Letter "C") along with a Notice to Owner PDF
- Right of Way Certification

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- **Task 5: Right of Way Services**

- **Task 5.1: Right of Way Requirements Map (Southern and Northern Segments)**

CONSULTANT shall prepare a map showing the right of way requirements for the project alignment. The right of way requirement map will provide enough detail to support the right of way acquisition activities and will define property acquisition/easement areas required for the project.

- **Deliverables:**
  - Right of Way Requirements Map PDF

- **Task 5.2: Property Owner Exhibits (Appraisal Maps) (Southern and Northern Segments)**

After the required acquisitions and easements are established, CONSULTANT shall prepare an Appraisal Map to assist the right of way agent in obtaining appraisals for the affected properties. The appraisal map will describe the parcel, APN, and owner information, the area of right of way being acquired for both fee and easement acquisitions. Up to thirteen (13) property owner exhibits are included this scope of services, four (4) for the Southern Segment and nine (9) for the Northern Segment.

- **Deliverables:**
  - Individual Property Owner Exhibits PDF

- **Task 5.3: Appraisal Services (Northern and Southern Segments)**

CONSULTANT shall review title information pertaining to respective ownerships and will review drawings and other pertinent information relative to the parcel and prepare respective appraisals for this project. CONSULTANT shall inspect property personally with the owner (if possible) and document the inspection with photographs for use in the appraisal report. CONSULTANT shall prepare a narrative appraisal report that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) and the Code of Ethics of the Appraisal Institute and Caltrans Right of Way Manual. The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports.

- **Deliverables:**
  - Appraisal Reports (For up to 10 parcels) – 2 for the Southern Segment and 8 for the Northern Segment - PDF

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- **Task 5.4: Appraisal Review Services (Northern and Southern Segments)**

CONSULTANT shall review appraisals in conformance with USPAP. CONSULTANT shall conduct a review of the appropriateness of the methodology, the accuracy of the data and the application of the approaches to value used in the appraisal. Refer to the correct edition of the Uniform Standards of Professional Appraisal Practice (USPAP) and the Caltrans Right of Way Manual, as applicable. Provide report comments and interface with the real property appraiser regarding concerns and/or request report changes for report compliance. Proofread and check for mathematical correctness.

- **Deliverables:**
  - Appraisal Reports Review (for up to 10 parcels)– 2 for the Southern Segment and 8 for the Northern Segment - PDF

- **Task 5.5: Acquisition Services (Northern and Southern Segments)**

CONSULTANT shall prepare offer packages for owner. Offer packages will include an offer letter, Appraisal Summary Statement, proposed Right of Way Agreement and Deed. These documents shall be presented to the CITY for review and pre-approval prior to presenting offers to property owners. After offer presentation, agreements with owner shall be pursued to finalize the right of way transfers. The work shall include agreement execution, deed notarization, escrow coordination, closing, deed recordation, title insurance issuance and funds distribution.

- **Task 5.6: Right of Way Data Sheets and Certification Documents (Northern and Southern Segments)**

CONSULTANT shall prepare a Right of Way Data Sheet. Right of Way Data Sheets will conform to the Caltrans Right of Way Manual. CONSULTANT shall coordinate and prepare Right of Way Certification documents.

- **Task 6: Structure Type Selection**

- **Task 6.1: Type Selection Report (Southern and Northern Segments)**

CONSULTANT shall prepare a Type Selection Report to summarize the options considered during the PA&ED phase, and make a recommendation in regard to the selected structure type for the pedestrian tunnel beneath SR 217, bridge crossing over San Jose Creek and retaining wall between the proposed multipurpose path and SR 217. The Type Selection Report will also make a recommendation regarding the selected retaining wall types for the walls along San Jose Creek underneath the US 101 bridge and wall types for the walls between US 101 and Calle Real. The type selection report will include discussion of the geotechnical studies, seismic criteria, hydraulic requirements (where required), aesthetic requirements, and will consider environmental, right-of-way, constructability, and construction cost impacts. The format

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and content for the type selection report will follow Caltrans Bridge Memos to Designers 1-29.

The Type Selection Report will include a General Plan for the preferred alternative and General Plan cost estimates for the structures and wall alternatives considered.

- **Deliverables:**
  - Fourteen (14) hard copies of Type Selection Report
  - Two (2) hard copies of Draft Foundation Plan
  - Two (2) hard copies of Draft Final Hydraulics Report
  - Four (4) hard copies of Preliminary Foundation Report
  - One (1) electronic copy of Preliminary Foundation Report

- **Task 6.2: Type Selection Meeting (Southern and Northern Segments)**

CONSULTANT shall attend one Type Selection Meeting with the CITY and Caltrans staff to obtain official approval of the bridge and retaining wall within Caltrans right-of-way.

- **Task 6.3: Post Type Selection Meeting (Southern and Northern Segments)**

CONSULTANT shall incorporate comments received on the type selection report and from the type selection meeting into the final type selection report. This task includes updating the Bridge General Plan, Foundation Plan and Engineer's opinion of probable costs for the preferred bridges and retaining walls based on comments received.

The chosen structure and wall alternative, once reviewed and approved by the CITY and Caltrans, will be the basis for the final design of the bridges and retaining walls.

- **Deliverables:**
  - Fourteen (14) hard copies of Type Selection Review Meeting Summary
  - Four (4) hard copies of Updated General Plan Estimate
  - Thirty (30) hard copies of Updated General Plans for structures within Caltrans Right of Way

- **Task 6.4: UPRR Preliminary Structures Submittal**

CONSULTANT shall prepare and submit the following submittals to UPRR for the retaining walls within the UPRR right of way to obtain approval from UPRR:

- **Task 6.4.1: UPRR Concept Plans**

CONSULTANT shall submit the APS's to UPRR to obtain approval of the proposed improvements within UPRR right of way.

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- **Task 6.4.2: UPRR 30% Submittal**

Upon approval of the concept plans and completion of the 35% structure design, CONSULTANT shall submit the 30% submittal package to UPRR for approval.

- **Task 6.4.3: UPRR 100% Submittal**

Upon approval of the 30% submittal package by UPRR and 90% PS&E package, CONSULTANT shall submit the 100% design package to UPRR for approval.

- **Deliverables:**

- Fourteen (14) hard copies of Type Selection Review Meeting Summary
- Four (4) hard copies of Updated General Plan Estimate
- Thirty (30) hard copies of Updated General Plans for structures within Caltrans Right of Way
- UPRR Concept Plans Four (4) hard copies and PDF
- UPRR 30% Submittal Four (4) hard copies and PDF
- UPRR 100% Submittal Four (4) hard copies and PDF

- **Task 7: 60% Design**

This task resolves and incorporates preliminary review comments made for the project included in the 60% PS&E. The purpose of this 60% task is to have a design that is detailed enough to meet the following key objectives:

- Facilitate Stakeholder Coordination
- Determine right of way requirements
- Submit documents for environmental permitting
- Develop a good opinion of probable construction cost
- Submittals for inclusion with Caltrans SR 217 and US 101 Bridge Replacement projects

CONSULTANT shall meet with the CITY, Caltrans and UPRR to resolve comments received from the preliminary submittal to be addressed in this design phase on the portions of the project included in the 60% PS&E. CONSULTANT shall coordinate with the CITY and Caltrans to perform constructability review and participate in a meeting to discuss findings. Resolved independent constructability review comments will be incorporated into 60% plans prior to submittal to Caltrans. CONSULTANT shall meet with District safety reviewers and coordinators to incorporate safety comments early in the process. Official Safety Review Committee meeting typically occurs at 95% design.

The portions of the project to be included in the development of the 60% PS&E are as follows:

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For the Southern Segment design, the multipurpose path improvements to be constructed within State right of way and with the SR217 bridge replacement project include the culvert under SR217, retaining wall on west side of SR217 and multipurpose path within the limits of the SR217 bridge replacement project and tie-in area to the north, as necessary. Signed plans specifications and estimate for these items will be provided to Caltrans for inclusion into the SR217 bridge replacement bid package.

For the Northern Segment design, the multipurpose path improvements to be constructed within State right of way and with the US 101 bridge replacement project include walls and multipurpose path riding surface. The design and details for these items will be provided to Caltrans for inclusion into the US 101 bridge replacement bid package. The tie-in areas immediately to the north and south will also be considered. The Caltrans submittal will exclude the areas outside of the Caltrans bridge project limits as well as bike path railings, fences, signs, and other multipurpose path elements.

The portions of the project outside of the segments described above will be developed to 40% design. Plan sheets will be produced for these areas but will not have the detail specified for the 60% design as described under Task 7.2. The purpose of the 40% design is to have a design that is detailed enough to meet the following key objectives:

- Facilitate Stakeholder Coordination
- Determine right of way requirements
- Submit documents for environmental permitting
- Develop a good opinion of probable construction cost

60% design and final design for these portions of the project will take place in Phase II or the Final Design phase of the project.

- **Task 7.1: Design Standard Decision Documents (Design Exceptions) (Southern and Northern Segments)**

Caltrans approval is required for design exception to the Caltrans Highway Design Manual. Exceptions to Caltrans standards that have been identified in Design Standard Decision Documents (DSDD) at PA&ED phase will be verified, and additional exceptions will be addressed. CONSULTANT shall prepare a supplemental DSDD.

For approval of the geometrics and DSDD, design resolution meetings (up to 3) are anticipated. Plans will be distributed to the parties for the typical reviews and subsequently CONSULTANT and key decision-makers will meet to discuss issues. Prior to adjourning the meetings, a plan and schedule will be developed to address issues left outstanding.

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- **Task 7.2: 60% Multipurpose Path Plans (Southern and Northern Segments)**

Building upon the comments received from the preliminary submittal and on the input from the CITY, Caltrans and UPRR made for the portions of the project included in the 60% PS&E CONSULTANT shall prepare the design plans. The plans will include physical definition of alignments, multipurpose path dimensions, typical sections, profiles, access control, right of way, design designations, control data, and retaining wall and culvert locations, cut and fill limits, preliminary striping, conform locations and impacts to adjacent properties and facilities.

The plans will provide the basis to finalize the design layout sheets and roadway geometry such that right of way needs, major utility relocations, preliminary opinion of probable construction costs and permit requirements for the project can be identified early in the process. Some of the issues that will be considered in transitioning to the final design are:

- Compliance with ADA requirements
- Staging and traffic handling (Constructability)
- Coordination with Caltrans design team of the SR217 and US 101 bridge replacement projects
- Pavement Structural Sections
- Retaining wall locations
- Identification of environmental constraints
- Identification of required/expected permits
- Right of way requirements
- Utilities identified

CONSULTANT shall develop initial design cross sections. Design cross sections will not be part of the official plan set but will be submitted to the CITY and Caltrans for review.

The following sheets are anticipated in this task:

Sheet Name	60% Sheets (Southern Segment)	60% Sheets (Northern Segment)	Scale *
Title Sheet	1	1	None
Typical Cross Sections (X)	4	4	None
Key Map & Line Index (K)	1	1	None
Project Control	1	1	1”=200’
Layout (L)	10	5	1”=20’
Profile (P)	10	5	H:1”=20’ V:1”=5’
Construction Details (C)	5	5	1”=10’

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Sheet Name	60% Sheets (Southern Segment)	60% Sheets (Northern Segment)	Scale *
Temp Water Pollution Control Plan (WPC)	10	5	1”=50’
Temp Water Pollution Control Details (WPCD)	2	2	None
Temp Water Pollution Control Quantities (WPCQ)	2	2	N/A
Contour Grading (G)	10	5	1”=20’
Drainage Plans (D)	10	5	1”=20’
Drainage Profiles (DP)	10	5	H:1”=20’ V:1”=5’
Drainage Details (DD)		3	3
Drainage Quantities (DQ)	5	5	None
Construction Area Signs (CS)	1	1	1”=200’
Stage Construction (SC)	4	4	1”=50’
Stage Construction and Traffic Handling Plan (SC)	20	5	1”=20’
Stage Construction Details (SCD)	2	1	1”=10’
Stage Construction Quantities (SCQ)	2	1	N/A
Detour Plans (DE)	4	N/A	H:1”=20’ V:1”=5’
Erosion Control Legend (ECL)	1	1	N/A
Erosion Control Plans (EC)	10	5	1”=20’
Erosion Control Details (ECD)	2	2	1”=10’/None
Erosion Control Quantities (ECQ)	1	1	N/A
Pavement Delineation Plans (PD)	10	5	1”=20’
Pavement Delineation Details (PDD)	2	2	None
Pavement Delineation Quantities (PDQ)	3	3	N/A
Signing Plans (S)	10	5	1”=20’
Sign Details (SD)	2	2	None
Sign Quantities (SQ)	1	1	N/A
Summary of Quantities (Q)	4	4	N/A
Lighting Plan Culvert (E)	1	N/A	1”=40”
Lighting Plan S. Kellogg Ave (E)	1	N/A	1”=40’
Lighting Pedestrian Bridge - OPTIONAL (E)	1	N/A	1”=40’
Lighting Plan (UPRR and US101)	N/A	3	1”=40”
Rectangular Rapid Flashing Beacon (RRFB) Plan (E)	1	N/A	1”=20’

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Sheet Name	60% Sheets (Southern Segment)	60% Sheets (Northern Segment)	Scale *
Variable Message Sign (VMS) Plan (E)	1	1	1”=20’
Electrical Quantity Sheets	1	1	N/A
Electrical Notes and Detail Sheets	1	1	N/A
Total	**170**	**103**	

** Scale of multipurpose path plan improvements to be included with the Caltrans US 101 and 217 Bridge Replacement Projects over San Jose Creek, will be coordinated with the Caltrans Design Teams.*

Prior to submittal, CONSULTANT shall combine roadway PS&E documents with the structures PS&E documents.

- **Task 7.3 Lighting and Signal Design**

  - **Task 7.3.1: Safety Lighting and RRFB Design (Southern and Northern Segments)**

CONSULTANT shall prepare the design of safety lighting at the locations listed below and the inclusion of a proposed Rectangular Rapid Flashing Beacon (RRFB) at the location described below:

- Culvert Safety Lighting
- S. Kellogg Avenue Crossing and RRFB
- Multipurpose Path lighting on both ends of UPRR and US 101 Overcrossing
- Modification of existing street lighting system on Calle Real

The design will be developed using the latest City Standards and Caltrans Standard Plans and Specifications.

  - **Task 7.3.2: Safety Lighting at Pedestrian Bridge Crossing (Southern Segment) – OPTIONAL - TBD**

CONSULTANT shall prepare the design of safety lighting for the pedestrian bridge crossing.
The design will be developed using the latest City Standards and Caltrans Standard Plans and Specifications.

  - **Task 7.3.3: Variable Message Sign (VMA) (Southern and Northern Segments) – OPTIONAL - TBD**

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CONSULTANT shall prepare Plans, Specs and Estimates for a proposed Variable Message Signs (VMS) for flood/fire waring at S. Kellogg Avenue crossing and at the location where the proposed multipurpose path reached Calle Real.

- **Task 7.4: 60% Structure Design (Southern and Northern Segments)**

The Bridge and Retaining Wall designs for the portions of the project included in the 60% PS&E will be in accordance with Caltrans Bridge Design Specifications and applicable sections of the Caltrans Bridge Memo to Designers and Bridge Design Aids manuals. Current CITY and Caltrans design standards will be used. Seismic design will be performed in accordance with the Seismic Design Criteria 2.0 dated April 2019.

- **Task 7.5: 60% Structure Plans (Southern and Northern Segments)**

Detailing of plans will be in accordance with Caltrans Bridge Design Details Manual and City of Goleta Standards.

60% Structure plans will include developed retaining wall aesthetics as agreed upon at the preliminary design level for the portions of the project included in the 60% PS&E. It is anticipated that aesthetic treatment will be limited to standard formliner themes and will not require special corridor themes to be developed. The scope and fee are based on developing the following plan sheets:

	Sheet Name (Southern Segment)	Sheet Name (Northern Segment)
1	Project Plan No. 1	Project Plan No. 1
2	Index to Plans	Index to Plans
3	General Plan No. 1 - Pedestrian Tunnel	General Plan No. 1 - RW 104
4	General Plan No. 2 - Pedestrian Tunnel	General Plan No. 1 - RW 105
5	General Notes	General Plan No. 2 - RW 105
6	Foundation Plan	RW 105 - RW Details
7	Portal Entrance	General Plan No. 1 - RW 106
8	Portal Exit	General Plan No. 1 - RW 107
9	Wingwall Details	General Plan No. 1 - RW 108
10	Typical Section	General Plan No. 2 - RW 108
11	Section Details No. 1	General Plan No. 1 - RW 108A
12	Section Details No. 2	Foundation Plans
13	Section Details No. 3	General Plan No. 1 - RW 110
14	Lighting Details	General Plan No. 2 - RW 110
15	Drainage Details	General Plan No. 1 - RW 110A
16	Misc. Details	General Plan No. 1 - RW 110B
17	General Plan No. 1 - Retaining Wall	General Plan No. 1 - RW M111A

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	Sheet Name (Southern Segment)	Sheet Name (Northern Segment)
18	General Plan No. 2 - Retaining Wall	General Plan No. 2 - RW M111A
19	Foundation Plan	Foundation Plan - RW M111A
20	Retaining Wall Details	General Plan No. 1 - RW M111B
21	General Plan No. 1 - Ped Bridge	General Plan No. 2 - RW M111B
22	General Plan No. 2 - Ped Bridge	Foundation Plan - RW M111B
23	General Notes	General Plan No. 1 - RW C14A
24	Deck Contours	General Plan No. 2 - RW C14A
25	Foundation Plan	Foundation Plan - RW C14A
26	Abutment 1 Layout	General Plan No. 1 - RW C14B
27	Abutment 12 Layout	General Plan No. 2 - RW C14B
28	Abutment Details	Foundation Plan - RW C14B
29	Wingwall Details	General Plan No. 1 - RW C13A
30	Typical Bent Layout	General Plan No. 1 - RW C13B
31	Bent 5 Layout	Soldier Pile - General Notes
32	Bent 6 Layout	Soldier Pile Details No. 1
33	Bent Details No. 1	Soldier Pile Details No. 2
34	Bent Details No. 2	Soldier Pile Details No. 3
35	Closure Wall Details	Soldier Pile Details No. 4
36	Typical Section No. 1 - Concrete Slab	Pedestrian Rail Details No. 1
37	Typical Section No. 2 - Precast Girders	Pedestrian Rail Details No. 2
38	Concrete Slab Reinforcement	Architectural Details No. 1
39	Precast Girders	Architectural Details No. 2
40	Misc. Details	
41	Architectural Details No. 1	
42	Architectural Details No. 2	

- **Task 7.6: Constructability Review (Southern and Northern Segments)**

Using the Caltrans Constructability Review Checklist, CONSULTANT shall perform the constructability review on the portions of the project included in the 60% PS&E. Senior engineer experienced with design and construction will conduct the review. Comments will be incorporated in the plans, specifications and estimate.

- **Task 7.7: Structural Elements Design Check (Southern and Northern Segments)**

CONSULTANT shall perform an independent design check of the bridge, culvert and retaining wall plans for the portions of the project included in the 60% PS&E, in

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conformance with typical Caltrans bridge design procedures. The checker will provide a list of comments and a marked-up set of plans to the designer. Upon completion of design check, discrepancies between the design and checker will be reconciled and plans updated for preparation of quantities, estimate and specifications. The final design will reflect agreement between the two engineers.

- **Task 7.8: Special Provisions (Southern and Northern Segments)**

Draft outline technical special provisions will be prepared on the portions of the project included in the 60% PS&E for project elements within the scope of work per Caltrans Standard Special Provisions, with modifications to coordinate with local agency Special Provisions. Boilerplate information for the specifications will be provided by the CITY for subsequent submittals.

- **Task 7.9: Opinion of Probable Construction Cost (Southern and Northern Segments)**

This opinion of probable construction cost will be based on quantity take-off calculations and unit cost information for items listed on the portions of the project included in the 60% PS&E. The unit cost data will be based on past relevant experience with similar projects; including current local agency cost data, latest version of Caltrans Contract Cost Data and recent bid summaries. The opinion of probable construction cost at this phase will be in bid item format with 10% to 15% contingency.

- **Deliverables:**
  - Full size plans (City = 5 hard copies; Caltrans = 20 hard copies)
  - Half size plans (City = 5 hard copies; Caltrans = 20 hard copies)
  - Technical Special Provisions (City = 5 hard copies; Caltrans = 5 copies)
  - Opinion of Probable Construction Cost (City = 5 hard copies; Caltrans = 5 hard copies)
  - Electronic copy on CD
  - Submittals for inclusion with Caltrans SR 217 and US 101 Bridge Replacement projects

- **Task 8: Permit Support**

CONSULTANT shall coordinate and prepare permit applications for the project. The following permits are anticipated to be required.

- **Task 8.1: Nationwide Permit Verification – Clean Water Act, Section 404 – (Northern and Southern Segments)**

CONSULTANT shall work with the City to schedule a pre-application meeting with the US Army Corps of Engineers (Corps) regarding the Nationwide Permit (NWP). After the pre-application meeting, CONSULTANT shall prepare a Preconstruction Notification

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(PCN) to submit to the Corps that details impacts and conceptual mitigation measures or a mitigation plan. The application package will include the Aquatic Resources Delineation Report previously prepared for the CEQA/NEPA process, and the Biological Opinion obtained from the US Fish and Wildlife Service (USFWS) during the CEQA/NEPA process. The PCN ultimately requests verification that the project can be authorized using the specified NWP(s). CONSULTANT shall also submit the Aquatic Resources Delineation and request concurrence by the Corps.

- **Task 8.2: Water Quality Certification – Clean Water Act, Section 401(Northern and Southern Segments)**

CONSULTANT shall prepare an application package for submittal to the Regional Water Quality Control Board (RWQCB). The application package will include an analysis of the impacts to waters of the State associated with the project. A processing fee must be included with the submittal (to be provided by the CITY; the amount to be determined during application preparation).

- **Task 8.3: Streambed Alteration Agreement – Fish and Game Code, Section 1602 (Northern and Southern Segments)**

CONSULTANT shall prepare a Lake and Streambed Alteration Agreement application package for submittal to California Department of Fish and Wildlife (CDFW). This application package will include a summary of impacts to the CDFW jurisdiction associated with the project. It will also include a restoration plan which will be included as mitigation for impacts to riparian habitat. The application package will also include a bio-acoustical analysis for in-water special status species; this analysis will assess the use of pile-driving activities in saturated soils to determine effects on special status species within San Jose Creek. CONSULTANT shall assist the CITY in negotiating mitigation and will prepare a conceptual planting plan. A processing fee must be included with the submittal (to be provided by the CITY; the amount to be determined during application preparation).

- **Task 8.4: Consolidated Coastal Development Permit – Santa Barbara County and Coastal Commission (Southern Extent)**

CONSULTANT shalll coordinate with Santa Barbara County to obtain a letter concurrence to complete a Consolidated Coastal Development Permit. CONSULTANT shall prepare the permit application packages for submittal to the County. A combined Coastal Development Permit application will be submitted to the California Coastal Commission that covers the County.

CONSULTANT shall prepare correspondence and exhibits to communicate and coordinate proposed improvements with the California Coastal Commission to assist the CITY in obtaining the permit.

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- **Task 9: 95% PS&E*-**

This task resolves and incorporates 60% review comments. Additional details and information shall be added. For the portion of the multipurpose path to be constructed by Caltrans, CONSULTANT shall coordinate review/comment cycles with the Caltrans Office Engineer (OE) as part of the Log-in process. This task includes conducting an official safety review with Caltrans Safety Review Committee and incorporating review comments into 100% PS&E.

CONSULTANT shall develop design cross sections. Design cross sections will not be part of the official plan set but will be submitted to the CITY and Caltrans for review.

- **Task 9.1: 95% Multipurpose Path Plans (Southern and Northern Segments)**

The following sheets are anticipated for this task:

Sheet Name	95% Sheets (Southern Segment)	95% Sheets (Northern Segment)	Scale *
Title Sheet	1	1	None
Typical Cross Sections (X)	4	4	None
Key Map & Line Index (K)	1	1	None
Project Control	1	1	1”=200’
Layout (L)	10	5	1”=20’
Profile (P)	10	5	H:1”=20’ V:1”=5’
Construction Details (C)	5	5	1”=10’
Temp Water Pollution Control Plan (WPC)	10	5	1”=50’
Temp Water Pollution Control Details (WPCD)	2	2	None
Temp Water Pollution Control Quantities (WPCQ)	2	2	N/A
Contour Grading (G)	10	5	1”=20’
Drainage Plans (D)	10	5	1”=20’
Drainage Profiles (DP)	10	5	H:1”=20’ V:1”=5’
Drainage Details (DD)	3	3	None
Drainage Quantities (DQ)	5	5	None
Construction Area Signs (CS)	1	1	1”=200’
Stage Construction (SC)	4	4	1”=50’
Stage Construction and Traffic Handling Plan (SC)	20	5	1”=20’

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Sheet Name	95% Sheets (Southern Segment)	95% Sheets (Northern Segment)	Scale *
Stage Construction Details (SCD)	2	1	1”=10’
Stage Construction Quantities (SCQ)	2	1	N/A
Detour Plans (DE)	4	N/A	H:1”=20’ V:1”=5’
Erosion Control Legend (ECL)	1	1	N/A
Erosion Control Plans (EC)	10	5	1”=20’
Erosion Control Details (ECD)	2	2	1”=10’/None
Erosion Control Quantities (ECQ)	1	1	N/A
Pavement Delineation Plans (PD)	10	5	1”=20’
Pavement Delineation Details (PDD)	2	2	None
Pavement Delineation Quantities (PDQ)	3	3	N/A
Signing Plans (S)	10	5	1”=20’
Sign Details (SD)	2	2	None
Sign Quantities (SQ)	1	1	N/A
Summary of Quantities (Q)	4	4	N/A
Lighting Plan Culvert (E)	1	N/A	1”=40”
Lighting Plan S. Kellogg Ave (E)	1	N/A	1”=40’
Lighting Pedestrian Bridge - OPTIONAL (E)	1	N/A	1”=40’
Lighting Plan (US101)	N/A	3	1”=40”
Rectangular Rapid Flashing Beacon (RRFB) Plan (E)	1	N/A	1”=20’
Variable Message Sign (VMS) Plan (E)	1	1	1”=20’
Electrical Quantity Sheets	1	1	N/A
Electrical Notes and Detail Sheets	1	1	N/A
Total	**170**	**103**	

** Scale of multipurpose path plan improvements to be included with the Caltrans US 101 and 217 Bridge Replacement Projects over San Jose Creek, will be coordinated with the Caltrans Design Teams.*

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Prior to submittal, CONSULTANT shall combine roadway PS&E documents with the structures PS&E documents.

- **Task 9.2: 95% Structure Plans (Southern and Northern Segments)**

The 95% PS&E design phase will have a separate QC design team perform independent structural and quantity calculations, and conduct an independent check of the structural plans, opinion of probable construction cost, working day schedule, and specifications. The check will include an interdisciplinary review of the project documents to coordinate design properly. In the 95% PS&E design phase, review comments will be addressed on the portions of the project included in the 95% PS&E, and outstanding design issues will be finalized. 95% plans, technical specifications and opinion of probable construction cost will be prepared. Design activities will be completed. The PS&E package will be prepared for review. Tasks include:

- Address 60% Submittal Comments
- CONSULTANT shall coordinate with CITY and Caltrans.
- Prepare Independent Check Calculations
- Independently Check Plans and Details
- Independently Check of Draft Structure Specifications
- Reconcile Design with Independent Check
- Update Plans and Details to reflect Independent Check comments
- Prepare Independent Check Quantity Calculations
- Reconcile Design Quantities with Independent Check Quantities
- Independently check, reconcile, and update Working Day Schedule
- Update Opinion of Probable Construction Cost
- Submit 95% PS&E

The 95% Structure Plan sheets and total count are anticipated to be the same as for the 60% submittal.

- **Task 9.3: Constructability Review (Southern and Northern Segments)**

Using the Caltrans Constructability Review Checklist, CONSULTANT shall perform the constructability review on the portions of the project included in the 95% PS&E. Senior engineer experienced with design and construction will conduct the review.

- **Task 9.4: Updated Special Provisions (Southern and Northern Segments)**

Updated technical provisions will be prepared for project elements on the portions of the project included in the 95% PS&E within the scope of work per Caltrans Standard Special Provisions, with modifications to coordinate with local agency Special Provisions.

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- **Task9.5: Updated Opinion of Probable Construction Cost (Southern and Northern Segments)**

This task updates the 60% opinion of probable construction cost for the portions of the project included in the 95% PS&E based on updated quantity take-off calculations for items listed. The opinion of probable construction cost at this phase will be in bid item format with 10% contingency.

- **Deliverables:**
  - Full size plans (City = 5 hard copies; Caltrans = 20 hard copies)
  - Half size plans (City = 5 hard copies; Caltrans = 20 hard copies)
  - Special Provisions (City = 5 hard copies; Caltrans = 5 copies)
  - Opinion of Probable Construction Cost (City = 5 hard copies; Caltrans = 5 hard copies)
  - Design Cross Sections (Electronic)
  - Electronic copy on CD
  - Submittals for inclusion with Caltrans SR 217 and US 101 Bridge Replacement projects

- **Task 10: 100% PS&E (Ready-To-List)**

This task resolves and incorporates 95% review comments. CONSULTANT shall coordinate with CITY and Caltrans. Details and information will be refined to complete the final PS&E documents. Final approval from agencies will be obtained during this phase of the work.

CONSULTANT shall update design cross sections. Design cross sections will not be part of the official plan set but will be submitted to the CITY and Caltrans for review.

- **Task 10.1: 100% Roadway Plans (Southern and Northern Segments)**

The 100% Roadway Plan sheets and total count are anticipated to be the same as for the 95% submittal.

- **Task 10.2: 100% Structure Plans (Southern and Northern Segments)**

The following tasks are included in this submittal:

- Address 95% Submittal comments on the portions of the project included in the 95% PS&E
- Independently check and reconcile changes from 95% Submittal
- Update calculations, independent calculations, quantity calculations, independent quantity calculations, opinion of probable construction cost and working day schedule
- Update plans, details and specifications
- Submit Draft 100% PS&E

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- Address Draft 100% Submittal comments
- Submit Final PS&E

The 100% Structure Plan sheets and total count are anticipated to be the same as for the 95% submittal.

- **Task 10.3: Special Provisions (Southern and Northern Segment)**

Updated technical provisions will be prepared for project elements within the scope of services per Caltrans Standard Special Provisions, with modifications to coordinate with local agency Special Provisions for the portions of the project included in the 100% PS&E.

- **Task 10.4: Opinion of Probable Construction Cost (Southern and Northern Segment)**

This task updates the 95% opinion of probable construction cost based on refined quantity take-off calculations for items listed for the portions of the project included in the 100% PS&E. The opinion of probable construction cost at this phase will be in bid item format with 5% contingency.

- **Task 10.5: Construction Schedule (Southern and Northern Segment)**

With input from the CITY and Caltrans, CONSULTANT shall prepare a preliminary critical path method (CPM) construction schedule for the portions of the project included in the 100% PS&E.

- **Deliverables:**
  - Full size plans (City = 5 hard copies; Caltrans = 20 hard copies)
  - Half size plans (City = 5 hard copies; Caltrans = 20 hard copies)
  - Special Provision (City = 5 hard copies; Caltrans = 5 copies)
  - Opinion of Probable Construction Cost (City = 5 hard copies; Caltrans = 5 hard copies)
  - Preliminary Construction Schedule (Electronic copy)
  - Design Cross Sections
  - Electronic copy on CD
  - Submittals for inclusion with Caltrans SR 217 and US 101 Bridge Replacement projects

- **Task 11: Final Bid Documents (Final PS&E) (Part of Ready-To-List) (Southern and Middle Extent)**

This task incorporates minor comments from the 100% review. Details and information will be refined to complete the final bid documents including plans, specifications and opinion of probable construction cost. Included in this final bid document package will

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be one set of stamped plans, a set of camera-ready project special provisions and a disk containing the electronic files for the project, special provisions and engineer's opinion of probable construction cost. Resident engineer and surveyor information will also be submitted at this stage. Final, stamped geotechnical and other engineering reports will be submitted with the final bid documents.

CONSULTANT will prepare material handout information to be provided with bid documents per Caltrans Highway Design Manual and PS&E guidelines.

CONSULTANT will coordinate final approval of:

- Utility certification
- Right of way certification
- Cost Estimate Certification
- ADA Certification
- Environmental permits
- Storm Water Data Report
- TMP

Deliverables:

- Full size plans (City = 5 hard copies; Caltrans = 20 hard copies)
- Half size plans (City = 5 hard copies; Caltrans = 20 hard copies)
- Special Provisions (City = 5 hard copies; Caltrans = 5 copies)
- Opinion of Probable Construction Cost (City = 5 hard copies; Caltrans = 5 hard copies)
- Construction Staking Documents and Design Cross Sections
- Preliminary Construction Schedule (Electronic copy)
- Final Engineering Reports
- Material Handout
- Electronic copy on CD

- **Task 12: Construction Staking Package (Southern and Middle Extent)**

CONSULTANT will coordinate with Caltrans Survey department to prepare construction staking package documents using the final approved plans as a base. Staking package documents will be prepared in conformance with the requirements of the Caltrans District 5 Survey Department. The construction staking package documents services will consist of:

- Coordinate with D5 Survey
- Prepare stake listings
- Prepare final cross sections
- Prepare final DTM surface
- Prepare horizontal and vertical alignments
- Prepare alignment descriptions

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Assumptions:

- Attend up to two (2) coordination meetings with District 5 Survey Department

Deliverables:

- Draft Stake listings (one hard copy)
- Full size cross-sections (one hard copy)
- Half size cross-sections (one hard copy)
- Electronic cross-sections
- Electronic finished DTM surfaces
- Horizontal alignments and profiles
- Horizontal alignment descriptions for centerline alignment (one hard copy)

- **Task 13: Resident Engineer Pending File and Surveyor Information (Southern and Middle Extent)**

CONSULTANT will develop a resident engineer file per Caltrans ready to list guidelines and submit to the CITY and Caltrans. Part of the resident engineer file is surveyor information pertaining to horizontal and vertical controls, calculations, methodologies and output. Depending on the available data, CONSULTANT will document information electronically and submit it on disk.

- **Deliverables:**

- Resident Engineer's Pending File and Surveyor Information (5 hard copies)
- Electronic copy on CD

- **Task 14: Bidding Assistance and Design Construction Support (Southern and Middle Extent – OPTIONAL - TBD)**

Upon completion of the final design phase of the project, CONSULTANT will provide Bidding Assistance. CONSULTANT will assist with the preparation of required addenda to be distributed to the bidders and respond to technical questions relative to the plans, special provisions, and quantity estimates. Bidding assistance will be billed on a time and materials basis.

During the construction phase of this project, CONSULTANT will provide Engineering Design Construction Support services. These services may include the following:

- Attend the project pre-construction meeting
- Attend partnering session
- Attend up to four (4) additional meetings/site visits during construction
- Additional construction support service could include the following:
- Provide consultation and interpretation of the construction documents
- Review and comment on contract change orders

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- Prepare minor plan revisions necessitated by contract change orders
- Review contractor submittals and shop drawings
- Respond to technical contractor requests for information
- Assist with project closeout and post audits

Construction support hours will be billed on a time and materials basis. The hours provided for this scope and fee are preliminary placeholders. Work in this task will need to be revisited after PS&E is completed when more is known about the project. This task will also need to be revisited with the Construction Management Team so there is not scope overlap.

- **Task 15: Record Drawings (Southern and Middle Extent – OPTIONAL - TBD)**

At project's completion CONSULTANT will prepare record drawings at the end of the construction phase to incorporate field changes provided by the Resident Engineer. It is assumed that one (1) set of record drawings will be developed based one consolidated redline input set from the CITY and Caltrans.

- **Scope Assumptions:**

- **Southern Segment Assumptions**
  - For hydrology/hydraulics analysis, no Conditional Letter of Map Revision (CLOMR)/Letter of Map Revision (LOMR) is needed for this project and a no-rise certification will be prepared to evaluate proposed improvements.
  - In the event FEMA does not accept a no-rise certification for the proposed improvements, it is assumed that the multipurpose path geometry will be incorporated into the FEMA LOMR in Task 3.1.3 and 3.1.4.
  - The CITY will waive encroachment permit fees for services to be performed as part of this project.
  - Hydraulic model of the existing San Pedro Creek is not included as part of this scope of work.
  - For hydrology/hydraulics analysis, the As-Built Redlined plans of the Flood Control/Fish Passage project are sufficient for FEMA, and no additional survey of the constructed project is needed.
  - For hydrology/hydraulics analysis, a LOMR application pertaining to the Flood Control/Fish Passage project will be submitted and processed through the FEMA Online LOMC website. No hard copies of the LOMR application will be created. FEMA review fee for a LOMR is subject to change; the current fee for an online submittal is included in the fee estimate as part of this scope of work. A FEMA review fee higher than the fee estimate will need to be paid by the CITY.
  - For hydrology/hydraulics analysis, and interior drainage analysis for the project floodwalls is not included in this scope of work.
  - For Task 3.1.7, it is assumed that no updated Location Hydraulic Study (LHS)/Summary Floodplain Encroachment Report (SFER) forms are required

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and no bridge scour calculations and bank protection sizing are to be updated or completed as part of this scope of work.

- For survey and mapping control, performance of datum shift to conform to Caltrans datum used for the SR 217 bridge replacement project does not include a vertical shift.
- Type Selection Report for proposed structures will be based on Advance Planning Study prepared during PA&ED phase.
- Formal Type Selection Meeting with Caltrans will be required for culvert under SR217.
- Structures outside of Caltrans right of way will not require a formal type selection meeting.
- For structures, it is assumed that aesthetic treatment will generally match the recently constructed Goleta Beach Park Bridge replacement and the Caltrans SR217 bridge replacement over San Jose Creek.
- Lighting for the proposed culvert under SR 217 is assumed to be solar-powered but is subject to the availability of solar-powered tunnel lights. If solar-powered tunnel lights are not available in the market, AC powered tunnel lights will be proposed instead, and it is assumed that a new service connection will be needed.
- The variable message signs at S. Kellogg crossing will be connected to a controller, which will be powered by AC, it is assumed that a new service connection will be needed for this variable message sign. Safety lighting and RRFB at this crossing location are proposed to be solar powered.
- Consolidated Coastal Development Permit. It is anticipated that no other permits from the County will be required. However, if the County determines that a Use Determination, Development, and Coastal Development Permits are required through the County, then it is anticipated that one application package can be prepared with one cover letter, the appropriate permit application forms, and one set of plans and supplemental information. This application package will include a summary of impacts and will provide justifications for the three County permits. A processing fee must be included with the submittal (to be provided by the CITY; the amount will be determined during coordination with the County). If the County requires additional permits, a revised scope and fee will be provided to the CITY for approval prior to completing the work.

- **Northern Segment Assumptions**

- Multipurpose path improvements to be constructed within State right of way and with the US 101 bridge replacement project include walls and multipurpose path riding surface. Excludes railings, fences, signs and other multipurpose path elements. The design and details for these items will be provided to Caltrans for inclusion into the US 101 bridge replacement bid package.
- For hydrology/hydraulics analysis, a Conditional Letter of Map Revision (CLOMR)/Letter of Map Revision (LOMR) is not required for this project and a No-Rise Certification will be prepared to evaluate proposed improvements.

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- For hydrology/hydraulics analysis, if FEMA does not accept a No-Rise Certification for the proposed improvements, CLOMR and LOMR applications need to be submitted and processed through the FEMA Online LOMC website. No hard copies of the CLOMR or LOMR application will be created. If required, a CLOMR will be prepared during Phase 1, of this scope of services listed as an optional task requiring prior City approval to complete. If required, a LOMR will be prepared as part of Phase 2 of this scope of services, listed as an optional task requiring prior City approval along with an additional fee estimate approval.
- For hydrology/hydraulics analysis, the current fee for an online submittal of a CLOMR is included in this scope of services. The FEMA LOMR review fee is not included in this scope of services. FEMA review fee for a CLOMR and LOMR is subject to change and need to be verified prior to application submittal. Additional fees not included in this scope of services will be paid by the CITY.
- For geotechnical investigation, some of the proposed Cone Penetration Test (CPT) locations fall within private properties which will require permits to enter. For other locations which fall within the City's right of way, it is assumed that the CITY will waive potential encroachment permit fees for these borings.
- The CITY will waive encroachment permit fees for services to be performed as part of this project.
- Type Selection Report for proposed structures will be based on Advance Planning Study prepared during PA&ED phase.
- Structures outside of Caltrans right of way will not require a formal type selection meeting.
- The variable message signs at Calle Real will be connected to a controller, which will be powered by AC. If not able to connect to the existing signal cabinet located at the intersection of N. Kellogg Ave and Calle Real, it is assumed that a new service connection will be needed for this variable message sign.
- Optional tasks listed require prior approval by the City. Fee estimate for Optional TBD tasks is to be determined.

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EXHIBIT B-2
SCHEDULE OF FEES

DEWBERRY ENGINEERING, INC

CALIFORNIA STANDARD HOURLY BILLING RATE SCHEDULE

DEWBERRY	HOURLY RATES	HOURLY RANGE
PROFESSIONAL		
Principal	$330.00	$300 - $390
Architect I, II, III	$100.00, $120.00, $135.00	$95 - $145
Architect IV, V, VI	$150.00, $170.00, $190.00	$140 - $200
Architect VII, VIII, IX	$210.00, $230.00, $255.00	$195 - $265
Interior Designer I, II, III, IV	$92.00, $110.00, $125.00, $150.00	$85 - $160
Engineer I, II, III	$115.00, $130.00, $145.00	$105 - $165
Engineer IV, V, VI	$165.00, $185.00, $210.00	$155 - $225
Engineer VII, VIII, IX	$240.00, $260.00, $295.00	$220 - $310
Professional I, II, III	$100.00, $120.00, $140.00	$95 - $155
Professional IV, V, VI	$165.00, $180.00, $195.00	$155 - $200
Professional VII, VIII, IX	$215.00, $240.00, $265.00	$195 - $275
TECHNICAL		
Geographer/GIS I, II, III	$90.00, $105.00, $120.00	$80 - $125
Geographer/GIS IV, V, VI	$140.00, $160.00, $175.00	$130 - $180
Geographer/GIS VII, VIII, IX	$200.00, $230.00, $270.00	$190 - $280
Designer I, II, III	$110.00, $130.00, $150.00	$95 - $160
Designer IV, V, VI	$170.00, $190.00, $210.00	$160 - $220
CADD Technician I, II, III, IV, V	$80.00, $100.00, $125.00, $150.00, $170.00	$70 - $190
Surveyor I, II, III	$68.00, $83.00, $98.00	$60 - $100
Surveyor IV, V, VI	$112.00, $125.00, $140.00	$105 - $140
Surveyor VII, VIII, IX	$160.00, $185.00, $220.00	$150 - $230
Technical I, II, III	$85.00, $100.00, $120.00	$75 - $130
Technical IV, V, VI	$130.00, $145.00, $165.00	$120 - $175
CONSTRUCTION		
Construction Professional I, II, III	$130.00, $155.00, $180.00	$115 - $190
Construction Professional IV, V, VI, VII	$200.00, $230.00, $265.00, $300.00	$190 - $310
Inspector I, II, III	$90.00, $110.00, $130.00	$80 - $140
Inspector IV, V, VI, VII	$150.00, $165.00, $190.00, $220.00	$140 - $230
ADMINISTRATION		
Admin Professional I, II, III, IV, V	$70.00, $90.00, $115.00, $145.00, $165.00	$65 - $175
Non-Labor Direct Costs	Cost + 15%	

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Other Direct Costs

Description Of Item	Cost
Person Vehicle Mileage or Rental Car	See note 2
Overnight Mail Service	Actual
Outside Printing Services	Actual
Lodging and Meals	See note 2
Airfare or other Travel	See note 2
Tolls and Parking	See note 2

Notes:

1. The Consultant employee's headquarters or primary residence as defined in the Caltrans Travel Guide will be established in the Task Order or in the Agreement for Professional Services.
2. Travel and per-diem costs will be reimbursed in conformance with the current Department of Transportation Travel and Expense Guide for Consultants. No charge will be invoiced for employee relocation costs.
3. Actual costs are a competitive process from appropriate vendors in their respective industries and supported by receipts.
4. Caltrans Local Assistance Procedures Manual Exhibits 10-H2 and 10-K available upon request.

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AMENDMENT NO. 3
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DEWBERRY ENGINEERS, INC.

This **Amendment No. 3** to the Professional Design Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **DEWBERRY ENGINEERS, INC.,** a New York Corporation ("Consultant") dated March 5, 2019 ("Agreement," Agreement No. 2019-023) is made on this 7th day of May 2024.

SECTION A. RECITALS

1. This Agreement is for the professional design engineering, permitting, and right of way services in conjunction with the San Jose Creek Multipurpose Path (Northern and Southern Segments) Project; and

2. This Agreement has been amended to provide additional design, environmental, permitting, and right of way services (Amendment No. 1 and 2); and

3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed $4,235,908; and

4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of $1,096,502 for additional tasks; and

5. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2025; and

6. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2026; and

7. The Agreement currently provides in Exhibit A-2 entitled "Scope of Work" the complete and particular description of services; and

8. The parties desire to amend Exhibit A-2 by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-3"; and

9. The Agreement currently provides in Exhibit B-2 entitled "Schedule of Fees" the hourly rates; and

10. The parties desire to amend Exhibit B-2 of the Agreement to identify the new

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hourly rates, attached as “Exhibit B-3”; and

11. The City Council approved this Amendment No. 3, on this 7th day of May 2024.

SECTION B. AMENDED TERMS

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

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of $1,096,502 and to read in its entirety:

   (a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of $5,332,410 (herein "not-to-exceed amount") and shall be earned as the work progresses.

   Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B-3," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2026, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional 1 year to read in its entirety:

The term of this Agreement is from the date first written above to June 30, 2026, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY’s Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

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

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Exhibit A-2 "Scope of Work" with **Exhibit A-3 "Scope of Work"** attached hereto and incorporated herein.

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

Exhibit B-2 "Schedule of Fees" with **Exhibit B-3 "Schedule of Fees"** attached hereto and incorporated herein.

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

In concurrence and witness whereof, this Amendment No. 3 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

Signed by:
Robert Nisbet
Robert Nisbet, City Manager

CONSULTANT

DocuSigned by:
DENNIS HAGLAN
Dennis Haglan, Senior Vice President

ATTEST:

DocuSigned by:
Deborah Lopez
Deborah Lopez, City Clerk

DocuSigned by:
Jose Silva
Jose Silva, Vice President

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:
Scott Shapses
Scott Shapses, Deputy City Attorney

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Exhibit A-3
Scope of Work

Dewberry Engineering
9006 – San Jose Creek Northern and Southern Segments Project

- **Task 1: Project Management**

- **Task 1.1: Meetings and Coordination (Southern and Northern Segments)**

CONSULTANT shall organize, attend, and facilitate meetings to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. CONSULTANT shall provide meeting notices, prepare meeting materials and agenda, attend and facilitate the meeting and prepare meeting notes. CONSULTANT shall coordinate with the CITY's project manager prior to meetings to receive input regarding the agenda. The following meetings are anticipated for this project:

- **Kick off Meeting**: At the start of the final design (PS&E), CONSULTANT shall organize a kickoff meeting with key personnel on the project. The purpose of this meeting will be to review the goals and objectives of the project, scope, budget, schedule, discuss team member's roles and responsibilities, identify critical project issues and obtain consensus on design criteria, task durations, and review durations.

- **Project Status Teleconferences**: Regular conference calls will be held approximately every week (up to40 teleconferences) between the project design team and the CITY Project Manager. The purpose of these meetings is to communicate project team status and discuss project issues. CONSULTANT shall facilitate these teleconferences by providing the conference calling site, agendas and meeting notes with action items.

- **PDT Meetings**: The project development team (PDT) meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. CONSULTANT Project Manager in association with the CITY Project Manager will identify key agencies and personnel to be included in the core Project Development Team. Attendees will likely include CONSULTANT's Project Manager and task leads as needed, City of Goleta, Santa Barbara County, Caltrans staff and other stakeholders. Throughout the anticipated duration of this project, CONSULTANT shall attend and facilitate up to twelve (6) PDT meetings. The meetings will be held at the City of Goleta offices or by teleconference.

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CONSULTANT shall continue coordination with the Union Pacific Railroad (UPRR) and with the California State Public Utilities Commission (CPUC) to obtain approval of the multipurpose path improvements within UPRR right of way.

CONSULTANT shall prepare correspondence and exhibits to communicate and coordinate proposed improvements with the Santa Barbara County and California Coastal Commission to assist the CITY in obtaining the Coastal Development Permit.

Included in this task is coordination with the City of Goleta, Caltrans District 5, Santa Barbara County, Union Pacific Railroad (UPRR and other stakeholders.

- **Deliverables:**
  - Meeting notices, agendas, handouts, meeting notes, and action items
  - UPRR preliminary design documents
  - Coastal Development Permit coordination documents

- **Task 1.2: Project Administration (Southern and Northern Segments)**

CONSULTANT shall monitor and control the effort and progress of the proposed services as follows:

- **Set Up Project Accounting System**: CONSULTANT shall structure the accounting system in accordance with the CITY's invoicing and tracking needs.

- **Prepare Project Information Guide**: CONSULTANT shall prepare a Project Information Guide for use by staff working on the project. The Project Information Guide will contain project instructions regarding aspects of the project. Topics to be covered include:

  - Project background/purpose
  - Organization chart/contact list
  - Communication plan
  - Scope/Schedule/Budget
  - QA/QC Plan
  - Project Filing System

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- **Monitor Progress and Review and Approve Invoices**: CONSULTANT shall track the work progress of the proposed subconsultants and review their invoices for format and content compliance.

- **Prepare Monthly Progress Reports and Client Invoices**: CONSULTANT shall prepare Progress Reports to record the progress of the project and as supporting data for invoices presented monthly to the CITY. The Progress Report will include accomplished tasks for the month, anticipated progress for the next month, pending issues/resolutions and schedule completion target dates. CONSULTANT shall mail Progress Reports with the monthly invoices.

- **Prepare, Monitor and Adjust CPM Schedule**: CONSULTANT shall, within two weeks of Notice to Proceed, provide a detailed project baseline schedule to the CITY for review and comment. The schedule will be prepared using Microsoft Project and will show contracted tasks/milestones with dependencies and durations, critical path tasks and responsibility assignments. Subsequent to establishing the baseline schedule, CONSULTANT shall update the schedule on a monthly basis, to coincide with the PDT meetings and/or monthly Progress Reports.

- **Establish Project Administration Systems**: CONSULTANT shall establish and implement a document/correspondence management and distribution system to share information in a timely manner amongst project team members. CONSULTANT shall develop and maintain a project document retention system that will be transferred to the CITY upon Project completion. This system will catalogue and retain significant project correspondence and work products in their native format.

- **Deliverables:**
  - Monthly Progress Report
  - Project Schedule
  - Project Information Guide
  - Project Closeout Documentation – PHASE 2

- **Task 1.3: Quality Control (Southern and Northern Segments)**

CONSULTANT shall develop a quality control plan for the project which includes a plan establishing a process to check design calculations independently. Prior to each submittal, exhibits, plans, specifications and estimates will be checked, corrected and backchecked for accuracy and completeness. CONSULTANT shall review environmental and engineering report submittals to complete the appropriate

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background information, study methodology, interpretation of data, format and content in accordance with current standards.

CONSULTANT shall continue to provide support to the CITY with the Union Pacific Railroad (UPRR) and with the California State Public Utilities Commission (CPUC) to obtain approval of the multipurpose path improvements within UPRR right of way. Includes attending meetings, preparing exhibits, project descriptions, form documentation, variation request document, and project updates.

- **Deliverable:**
  - Quality Control Plan

- **Task 1.4: Caltrans Local Assistance, Funding and Programming Support (Southern and Northern Segments)**

If federal funding is obtained for subsequent phases, CONSULTANT shall assist in the preparation of authorization packages, PS&E certification, Utility Certification, Right of Way certification, and other Caltrans compliance documents. This task will include coordination with Caltrans pertaining to the determination of appropriate federal forms and requests.

- **Deliverable:**
  - Request for Authorization for Right of Way, Utility Relocation and Construction. Right of Way, Utility, and PS&E Certification.

- **Task 1.5: Caltrans Coordination of Design Elements (Southern and Middle Extent)**

CONSULTANT shall coordinate with the Caltrans design team. A portion of the San Jose Creek Multipurpose Path plans specifications and estimate will be included in the US 101 Bridge Replacement project and may be included in the final SR 217 Over San Jose Creek Bridge Replacement Project. The design and details of the multipurpose path shall be provided to Caltrans to be included in the Bridge Replacement Projects.. Both Caltrans bridge replacement projects including associated elements of the City portions of the multipurpose path project will be advertised and administered by Caltrans. CONSULTANT shall exchange design files and details through the life of the project to accomplish this goal. CONSULTANT will hold a monthly conference call with Caltrans design teams to coordinate various elements of design.

- **Task 1.6: Encroachment Permit (Southern and Middle Extent)**

CONSULTANT shall prepare application and obtain encroachment permits from Caltrans to initiate construction activities for the project. It is assumed that

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encroachment permits from the local agencies will not be required. CONSULTANT shall assist in obtaining rights of entry from adjacent property owners.

- **Deliverable:**
  - Encroachment Permit Applications (One for SR 217 and one for US 101) – PHASE 2

- **Task 1.7: Railroad / CPUC Coordination (Middle Extent)**

CONSULTANT shall continue coordination with the Union Pacific Railroad (UPRR) and with the California State Public Utilities Commission (CPUC) to obtain approval of the multipurpose path improvements within UPRR right of way.

- **Task 1.8: Agreement Support**

- **Task 1.8.1: Maintenance Agreement Support**

CONSULTANT shall provide support to the CITY. CONSULTANT shall develop exhibits and review documents. CONSUALTANT shall attend meetings and coordinate with CITY and Caltrans. Maintenance Agreements related to the following:

- SR 217 CITY and Caltrans
- SR 217 County and Caltrans
- SR 217 CITY and County
- US 101 CITY and Caltrans

- **Task 1.8.2: Non-Utility Encroachment**

CONSULTANT shall prepare Non-Utility Encroachment (NUE) document and attachments for Caltrans review and approval. CONSUALTANT shall attend meetings and coordinate with CITY and Caltrans.

- **Task 1.8.3: Resolution of Change**

CONSULTANT shall prepare three Resolution of Change (ROC) documents with attachments as part of the freeway agreement revision process. ROCs prepared for three freeway segments related to the following:

- SR 217 CITY and Caltrans
- SR 217 County and Caltrans
- US 101 CITY and Caltrans

- **Deliverables:**
  - UPRR and CPUC Exhibits, Materials, Written Documents (PDF)
  - Maintenance Agreement Exhibits (PDF)

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- Non-Utility Encroachment (PDF and Word)
- Resolutions of Change (PDF and Word)

- **Task 2: Topographic Survey and Right of Way Engineering**

CONSULTANT shall be responsible for supplementing the existing mapping prepared in 2019. The project controls will be based upon Caltrans District 5 survey control monuments and work will be performed using Caltrans formats and standards.

- **Task 2.1: Supplemental Survey**

- **Task 2.1.1: Supplemental Ground Surveys (Southern Segment)**

CONSULTANT shall provide field topographic mapping and invert details of the storm drain improvements located between the San Jose Creek channel and Highway 217 (Approximately 16 locations). The topographic mapping will be incorporated into the previous work performed for this project.

- **Task 2.1.1a: Supplemental Ground Surveys (Northern Segment)**

CONSULTANT shall provide field topographic mapping within the property known as APN 069-160-013. Limits of survey will extend 25 feet past the existing fence line. (Approximately 25 feet x 200 feet). The topographic mapping will be incorporated into the previous work performed for this project.

- **Task 2.1.1b: Tree Staking (Northern Segment)**

CONSULTANT shall provide additional ground survey to install stakes for tree locations within the Northern Segment for environmental permit approval.

- **Task 2.1.1c: Property Line Staking (Northern Segment)**

CONSULTANT shall provide additional ground survey to install stakes along batch plant within the Northern Segment as part of the right of way acquisition process.

- **Task 2.1.2: San Jose Creek Cross Sections (Southern Segment)**

CONSULTANT shall provide creek cross sections along San Jose Creek at 100 feet intervals and extend 20 feet past top of bank when feasible (20 cross section estimate). Cross sections will start at the end of the recently built concrete channel and end at the confluence with San Pedro Creek (Approximately 2,000 LF).

- **Task 2.1.3: Extended Aerial Limits (Southern Segment)**

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CONSULTANT shall expand the aerial mapping at the southerly end of project adjacent to existing bridge and multipurpose path (150 feetx700 feet).

- **Task 2.1.4: Project Datum Shift (Southern Segment)**

CONSULTANT shall shift the horizontal datum of the project from NAD83, Epoch 1991.35 to NAD83, Epoch 2014.50. This scope of work does not include a vertical shift. Survey files will be updated to adjusted datum.

Deliverables:

- Staking Location Exhibit (PDF and CADD)

- **Task 2.2: Right of Way Engineering**

- **Task 2.2.1: Plats and Legals For Permanent Easement (Southern Segment)**

CONSULTANT shall prepare legal descriptions and exhibits for the proposed permanent easements required for the multipurpose path improvements (4 total estimate).

- **Task 2.2.1a: Plats and Legals For Permanent Easement (Northern)**

CONSULTANT will prepare legal descriptions and exhibits for the proposed permanent easements required for the multipurpose path improvements (8 total estimate).

- **Task 2.2.2: Plats and Legals For Temporary Construction Easement (Southern Segment)**

CONSULTANT shall prepare legal descriptions and exhibits for the proposed temporary construction easements required for the multipurpose path improvements (4 total estimate).

- **Task 2.2.2a: Plats and Legals For Temporary Construction Easement (Northern Segment)**

CONSULTANT will prepare legal descriptions and exhibits for the proposed temporary construction easements required for the multipurpose path improvements (8 total estimate).

- **Task 2.2.3: Acquire Title Reports (Southern Segment)**

CONSULTANT shall acquire title reports for the remaining parcels affected by the multipurpose path improvements (4 Total Estimate). Review/retrace remaining easements/encumbrances identified on the provided title reports for potential impacts on the multipurpose path improvements.

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- **Task 2.2.3a: Acquire Title Reports (Northern Segment)**

CONSULTANT shall acquire title reports for the remaining parcels affected by the multipurpose path improvements (8 Total Estimate). Review/retrace remaining easements/encumbrances identified on the provided title reports for potential impacts on the multipurpose path improvements.

- **Deliverables:**
  - Plats and Legals for Permanent Easements - PDF

- **Task 3: Engineering Studies**

- **Task 3.1: Hydrology/Hydraulic and Storm Water Studies**

- **Task 3.1.1: Hydraulic Modeling – Post-Project Conditions (Southern Segment)**

CONSULTANT shall add (1) the San Jose Creek channel capacity and fish passage improvement project and (2) the Hollister Avenue Bridge replacement project to a copy of the existing conditions HEC-RAS model to create the post-project conditions model. The post-project conditions floodway will also be developed.

A quality control review of the post-project HEC-RAS model will be performed, and review comments will be addressed and backchecked.

- **Task 3.1.2: Floodplain Mapping – San Jose Creek and Old San Jose Creek (Southern Segment)**

The 1% annual chance exceedance (100-year) floodplain limits shall be delineated and a floodplain work map shalll be developed. The floodplain work map, which will be certified by a registered professional engineer per FEMA regulations, will also include topographic contours, stream centerline, and effective FEMA floodplain limits. Annotated DFIRM panels showing the revised floodplains and Base Flood Elevations (BFEs) will also be prepared.

- **Deliverables:**
  - Floodplain work map and GIS floodplain layers
  - Annotated FIRM panels

- **Task 3.1.3: Letter of Map Revision (LOMR) Submittal (Southern Segment)**

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CONSULTANT shall prepare a LOMR application package, which will include copies of the hydraulic model input and output, completed FEMA application (MT-2) forms, LOMR report, floodplain work map(s), CHECK-RAS comments and responses (if applicable), and annotated DFIRM panel(s) showing the revised floodplains.

The LOMR submittal includes a floodwall, which has series of specific requirements to be accredited by FEMA as providing flood protection. The FEMA MT-2 form for levees/floodwalls will be completed and the computed freeboard along the floodwall will be confirmed to meet FEMA requirements.

- **Deliverables:**
  - LOMR application package

- **Task 3.1.4: LOMR Application – Meetings and Agency Follow-up (Southern Segment)**

CONSULTANT shall participate in up to three (3) conference calls and coordinate with the CITY regarding the LOMR, including addressing written comments on the submittal. The LOMR will also impact small portions of unincorporated Santa Barbara County and the City of Santa Barbara. Coordination will be required to obtain LOMR approval from these communities.

FEMA's Online LOMC website will be used to electronically submit the LOMR application to FEMA after it has been approved by the CITY. CONSULTANT shall respond to FEMA comments on the LOMR application.

Public notice and/or individual property owner notification may be required by FEMA. A template will be prepared for the public notice and/or notification letter to be sent out by the community. A list of affected parcels will also be prepared.

- **Deliverables:**
  - List of affected parcels and a template for the public notice and/or notification letter

- **Task 3.1.5: No-Rise Analysis: San Jose Creek Multipurpose Path (Southern Segment)**

Using the model developed in previous tasks, a FEMA No-Rise analysis will be performed to confirm that the proposed multipurpose path project does not cause an increase in San Jose Creek floodway elevations. If the no-rise condition is met, a no-rise certification will be prepared. Review comments on the no-rise analysis by the

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CITY will be addressed (note: The No-Rise analysis is reviewed by the community only and does not go to FEMA).

- **Deliverables:**
  - No-rise analysis and certification

- **Task 3.1.6: No-Rise Analysis: San Jose Creek Multipurpose Path (Northern Segment)**

Using the model developed in previous tasks, a FEMA No-Rise analysis will be performed to confirm that the proposed multipurpose path project does not cause an increase in San Jose Creek floodway elevations. If the No-Rise condition is met, a No-Rise certification will be prepared. Review comments on the no-rise analysis by the CITY will be addressed (note: The No-Rise analysis is reviewed by the community only and does not go to FEMA).

If the No-Rise condition cannot be met, FEMA regulations require a Conditional Letter of Map Revision (CLOMR) to be processed before construction begins as well as a LOMR following construction. The CLOMR/LOMR submittals for the multipurpose path are included in this proposal as Optional Services.

- **Deliverables:**
  - No-Rise analysis and certification

- **Task 3.1.7.: Hydraulic Technical Memorandum for Hollister Avenue Bridge (Southern Segment)**

CONSULTANT shall provide a Technical Memorandum summarizing the updated existing and proposed conditions hydraulics for the replacement of the Hollister Avenue Bridge.

- **Deliverables:**
  - Technical Memorandum

- **Task 3.1.8: San Jose Creek Multipurpose Path LHS/SFER (Northern Segment)**

CONSULTANT shall complete the Location Hydraulic Study (LHS) and Summary Floodplain Encroachment Report (SFER) forms and a separate corresponding summary report for both the Northern Segment and Southern Segment San Jose Creek multipurpose path projects.

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- **Deliverables:**
  - SFER Report for the Northern Segment multipurpose path with forms in the appendices
  - LHS/SFER Report for the Southern Segment multipurpose path with forms in the appendices

- **Task 3.1.9: CLOMR Submittal: San Jose Creek Multipurpose Path (Northern Segment) - OPTIONAL**

CONSULTANT shall prepare a CLOMR application package for the San Jose Creek multipurpose path, Northern Segment, which will include copies of the hydraulic model input and output, completed FEMA application forms, CLOMR report, floodplain work map(s), CHECK-RAS comments and responses (if applicable), and annotated DFIRM panel(s) showing the revised floodplains.

- **Deliverables:**
  - CLOMR application package

- **Task 3.1.10: CLOMR Follow-up: San Jose Creek Multipurpose Path (Northern Segment) - OPTIONAL**

CONSULTANT shall participate in up to three conference calls and coordinate with the CITY regarding the CLOMR, including addressing written comments on the submittal. FEMA's Online LOMC website will be used to electronically submit the CLOMR application to FEMA after it has been approved by the CITY. CONSULTANT shall respond to FEMA comments on the CLOMR application.

Public notice and/or individual property owner notification may be required by FEMA. A template will be prepared for the public notice and/or notification letter to be sent out to the community. A list of affected parcels will also be prepared

- **Deliverables:**
  - List of affected parcels and a template for the public notice and/or notification letter

- **Task 3.1.11: LOMR Submittal: San Jose Creek Multipurpose Path (Northern Segment) - OPTIONAL - TBD**

The proposed conditions modeling and mapping shall be revised, to reflect as-built conditions. CONSULTANT shall prepare a LOMR application package for the San Jose

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Creek multipurpose path, Northern Segment. The LOMR package will include copies of the hydraulic model input and output, completed FEMA application forms, LOMR report, floodplain work map(s), and annotated DFIRM panel(s) showing the revised floodplains.

- **Deliverables:**
  - LOMR application package

- **Task 3.1.12: LOMR Follow-up: San Jose Creek Multipurpose Path (Northern Segment) - OPTIONAL - TBD**

CONSULTANT shall coordinate with the CITY regarding the LOMR, including addressing written comments on the submittal. FEMA's Online LOMC website will be used to electronically submit the LOMR application to FEMA after it has been approved by the CITY. CONSULTANT and will respond to FEMA comments on the LOMR application.

Public notice and/or individual property owner notification will be required by FEMA. A template will be prepared for the public notice and/or notification letter to be sent out to the community. A list of affected parcels will also be prepared.

- **Deliverables:**
  - List of affected parcels and a template for the public notice and/or notification letter

- **Task 3.2: Scour and Bank Protection Analysis and Memorandum (Southern and Northern Segments)**

CONSULTANT shall complete calculations to determine the need for bank protection. If bank protection is required, parameters will be provided according to the FHWA publication HEC-23.

- **Deliverables:**
  - Technical Memorandum documenting rock riprap locations.

- **Task 3.3: Drainage Report (Southern and Northern Segments)**

CONSULTANT shall review the available data and prepare design calculations to assess the capacity of the existing drainage systems. CONSULTANT shall prepare the Drainage Report, which will include calculations to assess the need for drainage improvements. The results and design recommendations will be summarized in the Drainage Report. The report is expected to include the following:

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- Evaluation of the existing conditions, including:
  - Evaluation of the existing conditions
  - Unusual and special conditions
  - Drainage mapping
  - Proposed systems

CONSULTANT shall also conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site.

- **Deliverables:**
  - Draft Drainage Report (PDF)
  - Draft Final Drainage Report (PDF)
  - Final Drainage Report (PDF and 3 hard copies)

- **Task 3.4: Storm Water Data Report – Short Form (SWDR) (Southern Segment)**

CONSULTANT shall prepare a Stormwater Data Report Short Form summarizing the Project impacts to water quality and recommended BMPs. CONSULTANT shall propose the permanent stormwater treatment BMPs. The report will be based on the PA&ED-level report and will be updated with the development of the PS&E. CONSULTANT shall perform detailed calculations to complete the design and detail of treatment BMPs.

- **Deliverables:**
  - Draft Stormwater Data Report (PDF)
  - Draft Final Stormwater Data Report (PDF)
  - Final Stormwater Data Report (PDF and 3 hard copies)

- **Task 3.5: Geotechnical Engineering Study**

Based upon finding during the PA&ED phase of this project, CONSULTANT proposes the following scope of services, which will generally include a field exploration, laboratory testing program, analyses, and report preparation. The proposed scope of work will include the following tasks:

- **Task 3.5.1: Mobilization, Research and Data Collection (Southern and Northern Segments)**

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Mobilization will include project set up, staff briefing, checking site accessibility, boring layout, clearance of utilities, and permitting. A preliminary map of proposed exploratory boring locations will be provided to the project team, prior to drilling. A field meeting will be arranged with the design team to confirm boring locations. Prior to the field meeting, CONSULTANT shall notify Underground Service Alert (USA) to arrange for marking of underground utilities within pertinent public rights-of-way and utility easements.

CONSULTANT shall obtain an encroachment permit from Caltrans to perform work along SR-217. It is assumed the CITY will not require additional permits. Borings will be in the shoulder to the extent possible; however, the use of temporary traffic control is anticipated.

- **Task 3.5.2: Field Exploration Activities & Subsurface Investigation (Southern and Northern Segments)**

The proposed boring program for the Southern Segment will include five deep borings ranging 60 to 100 feet. Three (3) shallow borings to 5 feet for collection bulk soil samples for R-value testing. These explorations will provide an evaluation of subsurface soil conditions for the proposed improvements. The boring locations will depend upon the available access. It is anticipated using a truck mounted drill rig for borings. Due to the needed depths of borings, portable equipment may not be feasible. Temporary traffic control is expected for the proposed borings on State Route 217 and South Kellogg Ave.

The proposed boring program for the Northern Segment will include three borings and two CPTs to 60 feet. Two (2) shallow borings to 5 feet will drilled by a hand-auger for collection bulk soil samples for R-value testing. These explorations will provide an evaluation of subsurface soil conditions for the proposed improvements. The boring locations will depend upon the available access. Due to the needed depths of borings, portable equipment may not be feasible. Temporary traffic control is expected for the proposed borings on Calle Real. The remaining shallow borings and CPTs do not require traffic control.

CONSULTANT shall classify and continuously log subsurface soil conditions encountered in test borings at the time of drilling. Obtain "relatively undisturbed" samples of substrata from the soil borings. The soil borings will be drilled and capped in accordance with the permit requirements. Generally, the borings are required to be backfilled with cement grout. The cuttings will be drummed and hauled from the site.

- **Task 3.5.3: Laboratory Testing (Southern and Northern Segments)**

Laboratory tests shall be performed on selected soil samples to evaluate pertinent geotechnical engineering properties for design. Laboratory tests anticipated include moisture density, R-value, unconfined compression, gradation analyses, corrosion tests and Plasticity Index test.

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- **Task 3.5.4: Engineering Analyses (Southern and Northern Segments)**

CONSULTANT shall perform engineering analyses and develop design recommendations for the retaining walls and the multipurpose path. This will be based on the field and laboratory data. The wall types are not finalized at this time, however, soldier pile and lagging, tie-back system or conventional cast-in-place walls could be considered.

- **Task 3.5.5: ADL and Lead Base Paint Testing and Report (Southern and Northern Segments)**

CONSULTANT shall prepare ADL and Lead base paint testing for the Southern Segment and document findings in a report.

CONSULTANT shall prepare ADL testing for the Northern Segment and document findings in a report.

- **Deliverables:**
  - ADL and Lead Base Paint Testing Report for the Southern Segment
  - ADL Testing Report for the Northern Segment

- **Task 3.5.6: Draft Geotechnical Report (Southern and Northern Segments)**

CONSULTANT shall prepare preliminary recommendations for the proposed pedestrian overcrossing foundations, retaining walls and pavement sections for the Southern Segment. Caltrans design guidelines will be referred to in the preparation of this report. One report will be submitted combining the required geotechnical recommendations for project elements.

CONSULTANT shall also prepare preliminary recommendations for the proposed retaining walls and pavement sections for the Northern Segment. Caltrans design guidelines will be referred to in the preparation of this report. One report will be submitted combining the required geotechnical recommendations for project elements.

- **Task 3.5.7: Final Geotechnical Report (Southern and Northern Segments)**

CONSULTANT shall prepare a final report including design recommendations for the pedestrian overcrossing foundations, retaining walls and pavement sections based on review comments and updates after the draft report preparation pertaining to the Southern Segment.

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CONSULTANT shall also prepare final report including design recommendations for retaining walls and pavement sections based on review comments and updates after the draft report preparation pertaining to the Northern Segment.

- **Deliverables:**
  - Draft Foundation Report (One for the Southern Segment and One for the Northern Segment) PDF
  - Final Foundation Report (One for the Southern Segment and One for the Northern Segment) PDF

- **Task 3.6: Traffic Management Plan (TMP) (Southern and Northern Segments)**

CONSULTANT shall prepare a Traffic Management Plan for the project in accordance with Caltrans guidelines and CITY circulation requirements. CONSULTANT shall coordinate with CITY, Caltrans and UPRR. Prior to developing the TMP, an initial meeting will be set up with Caltrans, UPRR and local agencies to receive concurrence on special criteria. Lane closure charts will be coordinated and obtained from Caltrans Transportation Management Division.

- **Deliverables:**
  - Administrative Draft TMP PDF
  - Draft TMP PDF
  - Response matrix to review comments
  - Final TMP PDF
  - UPRR preliminary design documents

- **Task 3.7: Storm Water Pollution Prevention Plan (SWPP)**
- CONSULTANT shall prepare a storm water pollution prevention plan to be submitted to the CITY. This is considered an initial SWPPP to obtain a Waste Discharge Identification (WDID) Number for the City. Since the City of Goleta is the legally responsible local agency, the City will add the Dewberry representative to SMARTS. The SWPPP includes applicable appendices.

- **Deliverables:**
  - Storm Water Pollution Prevention Plan

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- **Task 4: Utility Coordination (Southern and Northern Segments)**

- **Task 4.1: Conflict Mapping (Southern and Northern Segments)**

CONSULTANT shall prepare conflict mapping ("B" Plans) and a "B" Letter for CITY review. Conflict mapping will be sent to the utility company showing the individual company's facilities, marked in its corresponding color, and showing the anticipated utility conflicts.

The utility company is requested to respond within 30 days of receipt of the letter and to initiate relocation design. The utility company will be requested to provide relocation plans to resolve conflicts and an opinion of probable construction cost estimate of the relocation.

CONSULTANT shall work with the CITY to finalize utility agreements and certifications to satisfy federal funding requirements. This task includes reviewing relocation agreements for proper charges and fees and negotiating to correct advances, refunds and reimbursements. Final utility agreements will be included in the Right of Way Certification package.

CONSULTANT shall work with the CITY and Caltrans to prepare and submit the Project Engineer's Certification of Utility Facilities to satisfy Caltrans federal funding requirements. This task includes reviewing utility company designs. Utility design is to follow the State Policy on High and Low Priority Underground Facilities. Certification documents will be prepared per Appendix LL of the Caltrans Project Development Procedures Manual.

When the relocation plans are received, CONSULTANT shall check the utility company relocation design against the latest project plans for conflicts. CONSULTANT shall send Final Plans ("C" Plans) and Notice to Owner (Caltrans Exhibit 14-d in the Local Assistance Procedures Manual) directing each facility to initiate relocation construction. CONSULTANT shall coordinate and prepare utility certification documents.

- **Deliverables:**
  - Utility Conflict Mapping
  - Request for Relocation Plans Package (Utility Letter "B") PDF
  - Final Plans (Utility Letter "C") along with a Notice to Owner PDF
  - Right of Way Certification

- **Task 4.2: Relocation Coordination (Southern and Middle Extent)**

CONSULTANT will work with the CITY to finalize utility agreements and certifications to satisfy federal funding requirements. This task includes reviewing relocation

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agreements for proper charges and fees and negotiating to correct advances, refunds and reimbursements. Final utility agreements will be included in the Right of Way Certification package.
CONSULTANT will work with the CITY and Caltrans to prepare and submit the Project Engineer's Certification of Utility Facilities to satisfy Caltrans federal funding requirements. This task includes reviewing utility company designs. Utility design is to follow the State Policy on High and Low Priority Underground Facilities. Certification documents will be prepared per Appendix LL of the Caltrans Project Development Procedures Manual.

When the relocation plans are received, CONSULTANT will check the utility company relocation design against the latest project plans for conflicts. CONSULTANT will send Final Plans ("C" Plans) and Notice to Owner (Caltrans Exhibit 14-d in the Local Assistance Procedures Manual) directing each facility to initiate relocation construction. CONSULTANT will coordinate and prepare utility certification documents.

- **Deliverables:**
  - Utility Conflict Mapping
  - Request for Relocation Plans Package (Utility Letter "B") PDF
  - Final Plans (Utility Letter "C") along with a Notice to Owner PDF
  - Right of Way Certification

- **Task 5: Right of Way Services**

- **Task 5.1: Right of Way Requirements Map (Southern and Northern Segments)**

CONSULTANT shall prepare a map showing the right of way requirements for the project alignment. The right of way requirement map will provide enough detail to support the right of way acquisition activities and will define property acquisition/easement areas required for the project.

- **Deliverables:**
  - Right of Way Requirements Map PDF

- **Task 5.2: Property Owner Exhibits (Appraisal Maps) (Southern and Northern Segments)**

After the required acquisitions and easements are established, CONSULTANT shall prepare an Appraisal Map to assist the right of way agent in obtaining appraisals for the affected properties. The appraisal map will describe the parcel, APN, and owner

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information, the area of right of way being acquired for both fee and easement acquisitions. Up to thirteen (13) property owner exhibits are included this scope of services, four (4) for the Southern Segment and nine (9) for the Northern Segment.

- **Deliverables:**
  - Individual Property Owner Exhibits PDF

- **Task 5.3: Appraisal Services (Northern and Southern Segments)**

CONSULTANT shall review title information pertaining to respective ownerships and will review drawings and other pertinent information relative to the parcel and prepare respective appraisals for this project. CONSULTANT shall inspect property personally with the owner (if possible) and document the inspection with photographs for use in the appraisal report. CONSULTANT shall prepare a narrative appraisal report that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) and the Code of Ethics of the Appraisal Institute and Caltrans Right of Way Manual. The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports.

- **Deliverables:**
  - Appraisal Reports (For up to 10 parcels) – 2 for the Southern Segment and 8 for the Northern Segment - PDF

- **Task 5.3a: Appraisal Services (UPRR Appraisal)**

CONSULTANT shall provide revised appraisal for UPRR based on changed plans and legal descriptions. CONSULTANT shall review title information pertaining to respective ownerships and will review drawings and other pertinent information relative to the parcel.

- **Deliverables:**
  - Revised Appraisal Report (UPRR) - PDF

- **Task 5.4: Appraisal Review Services (Northern and Southern Segments)**

CONSULTANT shall review appraisals in conformance with USPAP. CONSULTANT shall conduct a review of the appropriateness of the methodology, the accuracy of the data and the application of the approaches to value used in the appraisal. Refer to the correct edition of the Uniform Standards of Professional Appraisal Practice (USPAP)

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and the Caltrans Right of Way Manual, as applicable. Provide report comments and interface with the real property appraiser regarding concerns and/or request report changes for report compliance. Proofread and check for mathematical correctness.

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- **Deliverables:**
  - Appraisal Reports Review (for up to 10 parcels)– 2 for the Southern Segment and 8 for the Northern Segment - PDF

- **Task 5.4a: Appraisal Review Services (UPRR Appraisal)**

CONSULTANT shall review revised appraisal for UPRR property in conformance with USPAP. CONSULTANT shall conduct a review of the appropriateness of the methodology, the accuracy of the data and the application of the approaches to value used in the appraisal. Refer to the correct edition of the Uniform Standards of Professional Appraisal Practice (USPAP) and the Caltrans Right of Way Manual, as applicable. CONSULTANT shall provide report comments and interface with the real property appraiser regarding concerns and/or request report changes for report compliance as well as proofread and check for mathematical correctness.

- **Deliverables:**
  - Revised Appraisal Report Review (UPRR) - PDF

- **Task 5.5: Acquisition Services (Northern and Southern Segments)**

CONSULTANT shall prepare offer packages for owner. Offer packages will include an offer letter, Appraisal Summary Statement, proposed Right of Way Agreement and Deed. These documents shall be presented to the CITY for review and pre-approval prior to presenting offers to property owners. After offer presentation, agreements with owner shall be pursued to finalize the right of way transfers. The work shall include agreement execution, deed notarization, escrow coordination, closing, deed recordation, title insurance issuance and funds distribution.

- **Task 5.6: Right of Way Data Sheets and Certification Documents (Northern and Southern Segments)**

CONSULTANT shall prepare a Right of Way Data Sheet. Right of Way Data Sheets will conform to the Caltrans Right of Way Manual. CONSULTANT shall coordinate and prepare Right of Way Certification documents.

- **Task 6: Structure Type Selection**

- **Task 6.1: Type Selection Report (Southern and Northern Segments)**

CONSULTANT shall prepare a Type Selection Report to summarize the options considered during the PA&ED phase, and make a recommendation in regard to the

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selected structure type for the pedestrian tunnel beneath SR 217, bridge crossing over San Jose Creek and retaining wall between the proposed multipurpose path and SR 217. The Type Selection Report will also make a recommendation regarding the selected retaining wall types for the walls along San Jose Creek underneath the US 101 bridge and wall types for the walls between US 101 and Calle Real. The type selection report will include discussion of the geotechnical studies, seismic criteria, hydraulic requirements (where required), aesthetic requirements, and will consider environmental, right-of-way, constructability, and construction cost impacts. The format and content for the type selection report will follow Caltrans Bridge Memos to Designers 1-29.

The Type Selection Report will include a General Plan for the preferred alternative and General Plan cost estimates for the structures and wall alternatives considered.

- **Deliverables:**
  - Fourteen (14) hard copies of Type Selection Report
  - Two (2) hard copies of Draft Foundation Plan
  - Two (2) hard copies of Draft Final Hydraulics Report
  - Four (4) hard copies of Preliminary Foundation Report
  - One (1) electronic copy of Preliminary Foundation Report

- **Task 6.2: Type Selection Meeting (Southern and Northern Segments)**

CONSULTANT shall attend one Type Selection Meeting with the CITY and Caltrans staff to obtain official approval of the bridge and retaining wall within Caltrans right-of-way.

- **Task 6.3: Post Type Selection Meeting (Southern and Northern Segments)**

CONSULTANT shall incorporate comments received on the type selection report and from the type selection meeting into the final type selection report. This task includes updating the Bridge General Plan, Foundation Plan and Engineer's opinion of probable costs for the preferred bridges and retaining walls based on comments received.

The chosen structure and wall alternative, once reviewed and approved by the CITY and Caltrans, will be the basis for the final design of the bridges and retaining walls.

- **Deliverables:**
  - Fourteen (14) hard copies of Type Selection Review Meeting Summary
  - Four (4) hard copies of Updated General Plan Estimate

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- Thirty (30) hard copies of Updated General Plans for structures within Caltrans Right of Way

- **Task 6.4: UPRR Preliminary Structures Submittal**

CONSULTANT shall prepare and submit the following submittals to UPRR for the retaining walls within the UPRR right of way to obtain approval from UPRR:

- **Task 6.4.1: UPRR Concept Plans**

CONSULTANT shall submit the APS's to UPRR to obtain approval of the proposed improvements within UPRR right of way.

- **Task 6.4.2: UPRR 30% Submittal**

Upon approval of the concept plans and completion of the 35% structure design, CONSULTANT shall submit the 30% submittal package to UPRR for approval.

- **Task 6.4.3: UPRR 100% Submittal**

Upon approval of the 30% submittal package by UPRR and 90% PS&E package, CONSULTANT shall submit the 100% design package to UPRR for approval.

- **Deliverables:**

- Fourteen (14) hard copies of Type Selection Review Meeting Summary
- Four (4) hard copies of Updated General Plan Estimate
- Thirty (30) hard copies of Updated General Plans for structures within Caltrans Right of Way
- UPRR Concept Plans Four (4) hard copies and PDF
- UPRR 30% Submittal Four (4) hard copies and PDF
- UPRR 100% Submittal Four (4) hard copies and PDF

- **Task 7: 60% Design**

This task resolves and incorporates preliminary review comments made for the project included in the 60% PS&E. The purpose of this 60% task is to have a design that is detailed enough to meet the following key objectives:

- Facilitate Stakeholder Coordination
- Determine right of way requirements
- Submit documents for environmental permitting

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- Develop a good opinion of probable construction cost
- Submittals for inclusion with Caltrans SR 217 and US 101 Bridge Replacement projects

CONSULTANT shall meet with the CITY, Caltrans and UPRR to resolve comments received from the preliminary submittal to be addressed in this design phase on the portions of the project included in the 60% PS&E. CONSULTANT shall coordinate with the CITY and Caltrans to perform constructability review and participate in a meeting to discuss findings. Resolved independent constructability review comments will be incorporated into 60% plans prior to submittal to Caltrans. CONSULTANT shall meet with District safety reviewers and coordinators to incorporate safety comments early in the process. Official Safety Review Committee meeting typically occurs at 95% design.

The portions of the project to be included in the development of the 60% PS&E are as follows:

For the Southern Segment design, the multipurpose path improvements to be constructed within State right of way and with the SR217 bridge replacement project include the culvert under SR217, retaining wall on west side of SR217 and multipurpose path within the limits of the SR217 bridge replacement project and tie-in area to the north, as necessary. Signed plans specifications and estimate for these items will be provided to Caltrans for inclusion into the SR217 bridge replacement bid package.

For the Northern Segment design, the multipurpose path improvements to be constructed within State right of way and with the US 101 bridge replacement project include walls and multipurpose path riding surface. The design and details for these items will be provided to Caltrans for inclusion into the US 101 bridge replacement bid package. The tie-in areas immediately to the north and south will also be considered. The Caltrans submittal will exclude the areas outside of the Caltrans bridge project limits as well as bike path railings, fences, signs, and other multipurpose path elements.

The portions of the project outside of the segments described above will be developed to 40% design. Plan sheets will be produced for these areas but will not have the detail specified for the 60% design as described under Task 7.2. The purpose of the 40% design is to have a design that is detailed enough to meet the following key objectives:

- Facilitate Stakeholder Coordination
- Determine right of way requirements
- Submit documents for environmental permitting
- Develop a good opinion of probable construction cost

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60% design and final design for these portions of the project will take place in Phase II or the Final Design phase of the project.

- **Task 7.1: Design Standard Decision Documents (Design Exceptions) (Southern and Northern Segments)**

Caltrans approval is required for design exception to the Caltrans Highway Design Manual. Exceptions to Caltrans standards that have been identified in Design Standard Decision Documents (DSDD) at PA&ED phase will be verified, and additional exceptions will be addressed. CONSULTANT shall prepare a supplemental DSDD.

For approval of the geometrics and DSDD, design resolution meetings (up to 3) are anticipated. Plans will be distributed to the parties for the typical reviews and subsequently CONSULTANT and key decision-makers will meet to discuss issues. Prior to adjourning the meetings, a plan and schedule will be developed to address issues left outstanding.

- **Task 7.2: 60% Multipurpose Path Plans (Southern and Northern Segments)**

Building upon the comments received from the preliminary submittal and on the input from the CITY, Caltrans and UPRR made for the portions of the project included in the 60% PS&E CONSULTANT shall prepare the design plans. The plans will include physical definition of alignments, multipurpose path dimensions, typical sections, profiles, access control, right of way, design designations, control data, and retaining wall and culvert locations, cut and fill limits, preliminary striping, conform locations and impacts to adjacent properties and facilities.

The plans will provide the basis to finalize the design layout sheets and roadway geometry such that right of way needs, major utility relocations, preliminary opinion of probable construction costs and permit requirements for the project can be identified early in the process. Some of the issues that will be considered in transitioning to the final design are:

- Compliance with ADA requirements
- Staging and traffic handling (Constructability)
- Coordination with Caltrans design team of the SR217 and US 101 bridge replacement projects
- Pavement Structural Sections
- Retaining wall locations
- Identification of environmental constraints
- Identification of required/expected permits
- Right of way requirements

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- Utilities identified

CONSULTANT shall develop initial design cross sections. Design cross sections will not be part of the official plan set but will be submitted to the CITY and Caltrans for review.

The following sheets are anticipated in this task:

Sheet Name	60% Sheets (Southern Segment)	60% Sheets (Northern Segment)	Scale *
Title Sheet	1	1	None
Typical Cross Sections (X)	4	4	None
Key Map & Line Index (K)	1	1	None
Project Control	1	1	1”=200’
Layout (L)	10	5	1”=20’
Profile (P)	10	5	H:1”=20’ V:1”=5’
Construction Details (C)	5	5	1”=10’
Temp Water Pollution Control Plan (WPC)	10	5	1”=50’
Temp Water Pollution Control Details (WPCD)	2	2	None
Temp Water Pollution Control Quantities (WPCQ)	2	2	N/A
Contour Grading (G)	10	5	1”=20’
Drainage Plans (D)	10	5	1”=20’
Drainage Profiles (DP)	10	5	H:1”=20’ V:1”=5’
Drainage Details (DD)		3	3
Drainage Quantities (DQ)	5	5	None
Construction Area Signs (CS)	1	1	1”=200’
Stage Construction (SC)	4	4	1”=50’
Stage Construction and Traffic Handling Plan (SC)	20	5	1”=20’
Stage Construction Details (SCD)	2	1	1”=10’
Stage Construction Quantities (SCQ)	2	1	N/A
Detour Plans (DE)	4	N/A	H:1”=20’ V:1”=5’
Erosion Control Legend (ECL)	1	1	N/A
Erosion Control Plans (EC)	10	5	1”=20’
Erosion Control Details (ECD)	2	2	1”=10’/None

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Sheet Name	60% Sheets (Southern Segment)	60% Sheets (Northern Segment)	Scale *
Erosion Control Quantities (ECQ)	1	1	N/A
Pavement Delineation Plans (PD)	10	5	1”=20’
Pavement Delineation Details (PDD)	2	2	None
Pavement Delineation Quantities (PDQ)	3	3	N/A
Signing Plans (S)	10	5	1”=20’
Sign Details (SD)	2	2	None
Sign Quantities (SQ)	1	1	N/A
Summary of Quantities (Q)	4	4	N/A
Lighting Plan Culvert (E)	1	N/A	1”=40”
Lighting Plan S. Kellogg Ave (E)	1	N/A	1”=40’
Lighting Pedestrian Bridge - OPTIONAL (E)	1	N/A	1”=40’
Lighting Plan (UPRR and US101)	N/A	3	1”=40”
Rectangular Rapid Flashing Beacon (RRFB) Plan (E)	1	N/A	1”=20’
Variable Message Sign (VMS) Plan (E)	1	1	1”=20’
Electrical Quantity Sheets	1	1	N/A
Electrical Notes and Detail Sheets	1	1	N/A
Total	**170**	**103**	

** Scale of multipurpose path plan improvements to be included with the Caltrans US 101 and 217 Bridge Replacement Projects over San Jose Creek, will be coordinated with the Caltrans Design Teams.*

Prior to submittal, CONSULTANT shall combine roadway PS&E documents with the structures PS&E documents.

- **Task 7.3 Lighting and Signal Design**
- **Task 7.3.1: Safety Lighting and RRFB Design (Southern and Northern Segments)**

CONSULTANT shall prepare the design of safety lighting at the locations listed below and the inclusion of a proposed Rectangular Rapid Flashing Beacon (RRFB) at the location described below:

  - Culvert Safety Lighting

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- S. Kellogg Avenue Crossing and RRFB
- Multipurpose Path lighting on both ends of UPRR and US 101 Overcrossing
- Modification of existing street lighting system on Calle Real

The design will be developed using the latest City Standards and Caltrans Standard Plans and Specifications.

- **Task 7.3.2: Safety Lighting at Pedestrian Bridge Crossing (Southern Segment) – OPTIONAL - TBD**

CONSULTANT shall prepare the design of safety lighting for the pedestrian bridge crossing.
The design will be developed using the latest City Standards and Caltrans Standard Plans and Specifications.

- **Task 7.3.3: Variable Message Sign (VMA) (Southern and Northern Segments) – OPTIONAL - TBD**

CONSULTANT shall prepare Plans, Specs and Estimates for a proposed Variable Message Signs (VMS) for flood/fire waring at S. Kellogg Avenue crossing and at the location where the proposed multipurpose path reached Calle Real.

- **Task 7.4: 60% Structure Design (Southern and Northern Segments)**

The Bridge and Retaining Wall designs for the portions of the project included in the 60% PS&E will be in accordance with Caltrans Bridge Design Specifications and applicable sections of the Caltrans Bridge Memo to Designers and Bridge Design Aids manuals. Current CITY and Caltrans design standards will be used. Seismic design will be performed in accordance with the Seismic Design Criteria 2.0 dated April 2019.

- **Task 7.5: 60% Structure Plans (Southern and Northern Segments)**

Detailing of plans will be in accordance with Caltrans Bridge Design Details Manual and City of Goleta Standards.

60% Structure plans will include developed retaining wall aesthetics as agreed upon at the preliminary design level for the portions of the project included in the 60% PS&E. It is anticipated that aesthetic treatment will be limited to standard formliner themes and will not require special corridor themes to be developed. The scope and fee are based on developing the following plan sheets:

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	Sheet Name (Southern Segment)	Sheet Name (Northern Segment)
1	Project Plan No. 1	Project Plan No. 1
2	Index to Plans	Index to Plans
3	General Plan No. 1 - Pedestrian Tunnel	General Plan No. 1 - RW 104
4	General Plan No. 2 - Pedestrian Tunnel	General Plan No. 1 - RW 105
5	General Notes	General Plan No. 2 - RW 105
6	Foundation Plan	RW 105 - RW Details
7	Portal Entrance	General Plan No. 1 - RW 106
8	Portal Exit	General Plan No. 1 - RW 107
9	Wingwall Details	General Plan No. 1 - RW 108
10	Typical Section	General Plan No. 2 - RW 108
11	Section Details No. 1	General Plan No. 1 - RW 108A
12	Section Details No. 2	Foundation Plans
13	Section Details No. 3	General Plan No. 1 - RW 110
14	Lighting Details	General Plan No. 2 - RW 110
15	Drainage Details	General Plan No. 1 - RW 110A
16	Misc. Details	General Plan No. 1 - RW 110B
17	General Plan No. 1 - Retaining Wall	General Plan No. 1 - RW M111A
18	General Plan No. 2 - Retaining Wall	General Plan No. 2 - RW M111A
19	Foundation Plan	Foundation Plan - RW M111A
20	Retaining Wall Details	General Plan No. 1 - RW M111B
21	General Plan No. 1 - Ped Bridge	General Plan No. 2 - RW M111B
22	General Plan No. 2 - Ped Bridge	Foundation Plan - RW M111B
23	General Notes	General Plan No. 1 - RW C14A
24	Deck Contours	General Plan No. 2 - RW C14A
25	Foundation Plan	Foundation Plan - RW C14A
26	Abutment 1 Layout	General Plan No. 1 - RW C14B
27	Abutment 12 Layout	General Plan No. 2 - RW C14B
28	Abutment Details	Foundation Plan - RW C14B
29	Wingwall Details	General Plan No. 1 - RW C13A
30	Typical Bent Layout	General Plan No. 1 - RW C13B
31	Bent 5 Layout	Soldier Pile - General Notes
32	Bent 6 Layout	Soldier Pile Details No. 1
33	Bent Details No. 1	Soldier Pile Details No. 2
34	Bent Details No. 2	Soldier Pile Details No. 3
35	Closure Wall Details	Soldier Pile Details No. 4

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	Sheet Name (Southern Segment)	Sheet Name (Northern Segment)
36	Typical Section No. 1 - Concrete Slab	Pedestrian Rail Details No. 1
37	Typical Section No. 2 - Precast Girders	Pedestrian Rail Details No. 2
38	Concrete Slab Reinforcement	Architectural Details No. 1
39	Precast Girders	Architectural Details No. 2
40	Misc. Details	
41	Architectural Details No. 1	
42	Architectural Details No. 2	

- **Task 7.6: Constructability Review (Southern and Northern Segments)**

Using the Caltrans Constructability Review Checklist, CONSULTANT shall perform the constructability review on the portions of the project included in the 60% PS&E. Senior engineer experienced with design and construction will conduct the review. Comments will be incorporated in the plans, specifications and estimate.

- **Task 7.7: Structural Elements Design Check (Southern and Northern Segments)**

CONSULTANT shall perform an independent design check of the bridge, culvert and retaining wall plans for the portions of the project included in the 60% PS&E, in conformance with typical Caltrans bridge design procedures. The checker will provide a list of comments and a marked-up set of plans to the designer. Upon completion of design check, discrepancies between the design and checker will be reconciled and plans updated for preparation of quantities, estimate and specifications. The final design will reflect agreement between the two engineers.

- **Task 7.8: Special Provisions (Southern and Northern Segments)**

Draft outline technical special provisions will be prepared on the portions of the project included in the 60% PS&E for project elements within the scope of work per Caltrans Standard Special Provisions, with modifications to coordinate with local agency Special Provisions. Boilerplate information for the specifications will be provided by the CITY for subsequent submittals.

- **Task 7.9: Opinion of Probable Construction Cost (Southern and Northern Segments)**

This opinion of probable construction cost will be based on quantity take-off calculations and unit cost information for items listed on the portions of the project included in the 60% PS&E. The unit cost data will be based on past relevant experience with similar projects; including current local agency cost data, latest version of Caltrans Contract

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Cost Data and recent bid summaries. The opinion of probable construction cost at this phase will be in bid item format with 10% to 15% contingency.

- **Deliverables:**
  - Full size plans (City = 5 hard copies; Caltrans = 20 hard copies)
  - Half size plans (City = 5 hard copies; Caltrans = 20 hard copies)
  - Technical Special Provisions (City = 5 hard copies; Caltrans = 5 copies)
  - Opinion of Probable Construction Cost (City = 5 hard copies; Caltrans = 5 hard copies)
  - Electronic copy on CD
  - Submittals for inclusion with Caltrans SR 217 and US 101 Bridge Replacement projects

- **Task 8: Permit Support**

CONSULTANT shall coordinate and prepare permit applications for the project. CONSULTANT shall provide coordination and support to obtain permit approval. Support includes attending meetings, field-visits, update to applications, preparation of additional exhibits and plan updates, specification revision, and development of mitigation planting conceptual plan. The following permits are anticipated to be required.

- **Task 8.1: Nationwide Permit Verification – Clean Water Act, Section 404 – (Northern and Southern Segments)**

CONSULTANT shall work with the City to schedule a pre-application meeting with the US Army Corps of Engineers (Corps) regarding the Nationwide Permit (NWP). After the pre-application meeting, CONSULTANT shall prepare a Preconstruction Notification (PCN) to submit to the Corps that details impacts and conceptual mitigation measures or a mitigation plan. The application package will include the Aquatic Resources Delineation Report previously prepared for the CEQA/NEPA process, and the Biological Opinion obtained from the US Fish and Wildlife Service (USFWS) during the CEQA/NEPA process. The PCN ultimately requests verification that the project can be authorized using the specified NWP(s). CONSULTANT shall also submit the Aquatic Resources Delineation and request concurrence by the Corps.

- **Task 8.2: Water Quality Certification – Clean Water Act, Section 401(Northern and Southern Segments)**

CONSULTANT shall prepare an application package for submittal to the Regional Water Quality Control Board (RWQCB). The application package will include an analysis of the impacts to waters of the State associated with the project. A processing

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fee must be included with the submittal (to be provided by the CITY; the amount to be determined during application preparation).

- **Task 8.3: Streambed Alteration Agreement – Fish and Game Code, Section 1602 (Northern and Southern Segments)**

CONSULTANT shall prepare a Lake and Streambed Alteration Agreement application package for submittal to California Department of Fish and Wildlife (CDFW). This application package will include a summary of impacts to the CDFW jurisdiction associated with the project. It will also include a restoration plan which will be included as mitigation for impacts to riparian habitat. The application package will also include a bio-acoustical analysis for in-water special status species; this analysis will assess the use of pile-driving activities in saturated soils to determine effects on special status species within San Jose Creek. CONSULTANT shall assist the CITY in negotiating mitigation and will prepare a conceptual planting plan. A processing fee must be included with the submittal (to be provided by the CITY; the amount to be determined during application preparation).

- **Task 8.4: Consolidated Coastal Development Permit – Santa Barbara County and Coastal Commission (Southern Extent)**

CONSULTANT shall coordinate with Santa Barbara County to obtain a letter concurrence to complete a Consolidated Coastal Development Permit. CONSULTANT shall prepare the permit application packages for submittal to the County. A combined Coastal Development Permit application will be submitted to the California Coastal Commission that covers the County.

CONSULTANT shall prepare correspondence and exhibits to communicate and coordinate proposed improvements with the California Coastal Commission to assist the CITY in obtaining the permit.

- **Task 9: 95% PS&E*-**

This task resolves and incorporates 60% review comments. Additional details and information shall be added. For the portion of the multipurpose path to be constructed by Caltrans, CONSULTANT shall coordinate review/comment cycles with the Caltrans Office Engineer (OE) as part of the Log-in process. This task includes conducting an official safety review with Caltrans Safety Review Committee and incorporating review comments into 100% PS&E.

CONSULTANT shall develop design cross sections. Design cross sections will not be part of the official plan set but will be submitted to the CITY and Caltrans for review.

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- **Task 9.1: 95% Multipurpose Path Plans (Southern and Northern Segments)**

The following sheets are anticipated for this task:

Sheet Name	95% Sheets (Southern Segment)	95% Sheets (Northern Segment)	Scale *
Title Sheet	1	1	None
Typical Cross Sections (X)	4	4	None
Key Map & Line Index (K)	1	1	None
Project Control	1	1	1”=200’
Layout (L)	10	5	1”=20’
Profile (P)	10	5	H:1”=20’ V:1”=5’
Construction Details (C)	5	5	1”=10’
Temp Water Pollution Control Plan (WPC)	10	5	1”=50’
Temp Water Pollution Control Details (WPCD)	2	2	None
Temp Water Pollution Control Quantities (WPCQ)	2	2	N/A
Contour Grading (G)	10	5	1”=20’
Drainage Plans (D)	10	5	1”=20’
Drainage Profiles (DP)	10	5	H:1”=20’ V:1”=5’
Drainage Details (DD)	3	3	None
Drainage Quantities (DQ)	5	5	None
Construction Area Signs (CS)	1	1	1”=200’
Stage Construction (SC)	4	4	1”=50’
Stage Construction and Traffic Handling Plan (SC)	20	5	1”=20’
Stage Construction Details (SCD)	2	1	1”=10’
Stage Construction Quantities (SCQ)	2	1	N/A
Detour Plans (DE)	4	N/A	H:1”=20’ V:1”=5’
Erosion Control Legend (ECL)	1	1	N/A
Erosion Control Plans (EC)	10	5	1”=20’
Erosion Control Details (ECD)	2	2	1”=10’/None

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Sheet Name	95% Sheets (Southern Segment)	95% Sheets (Northern Segment)	Scale *
Erosion Control Quantities (ECQ)	1	1	N/A
Pavement Delineation Plans (PD)	10	5	1”=20’
Pavement Delineation Details (PDD)	2	2	None
Pavement Delineation Quantities (PDQ)	3	3	N/A
Signing Plans (S)	10	5	1”=20’
Sign Details (SD)	2	2	None
Sign Quantities (SQ)	1	1	N/A
Summary of Quantities (Q)	4	4	N/A
Lighting Plan Culvert (E)	1	N/A	1”=40”
Lighting Plan S. Kellogg Ave (E)	1	N/A	1”=40’
Lighting Pedestrian Bridge - OPTIONAL (E)	1	N/A	1”=40’
Lighting Plan (US101)	N/A	3	1”=40”
Rectangular Rapid Flashing Beacon (RRFB) Plan (E)	1	N/A	1”=20’
Variable Message Sign (VMS) Plan (E)	1	1	1”=20’
Electrical Quantity Sheets	1	1	N/A
Electrical Notes and Detail Sheets	1	1	N/A
Total	**170**	**103**	

** Scale of multipurpose path plan improvements to be included with the Caltrans US 101 and 217 Bridge Replacement Projects over San Jose Creek, will be coordinated with the Caltrans Design Teams.*

Prior to submittal, CONSULTANT shall combine roadway PS&E documents with the structures PS&E documents.

- **Task 9.2: 95% Structure Plans (Southern and Northern Segments)**

The 95% PS&E design phase will have a separate QC design team perform independent structural and quantity calculations, and conduct an independent check of the structural plans, opinion of probable construction cost, working day schedule, and specifications. The check will include an interdisciplinary review of the project documents to coordinate design properly. In the 95% PS&E design phase, review comments will be addressed on the portions of the project included in the 95% PS&E,

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and outstanding design issues will be finalized. 95% plans, technical specifications and opinion of probable construction cost will be prepared. Design activities will be completed. The PS&E package will be prepared for review. Tasks include:

- Address 60% Submittal Comments
- CONSULTANT shall coordinate with CITY and Caltrans.
- Prepare Independent Check Calculations
- Independently Check Plans and Details
- Independently Check of Draft Structure Specifications
- Reconcile Design with Independent Check
- Update Plans and Details to reflect Independent Check comments
- Prepare Independent Check Quantity Calculations
- Reconcile Design Quantities with Independent Check Quantities
- Independently check, reconcile, and update Working Day Schedule
- Update Opinion of Probable Construction Cost
- Submit 95% PS&E

The 95% Structure Plan sheets and total count are anticipated to be the same as for the 60% submittal.

- **Task 9.3: Constructability Review (Southern and Northern Segments)**

Using the Caltrans Constructability Review Checklist, CONSULTANT shall perform the constructability review on the portions of the project included in the 95% PS&E. Senior engineer experienced with design and construction will conduct the review.

- **Task 9.4: Updated Special Provisions (Southern and Northern Segments)**

Updated technical provisions will be prepared for project elements on the portions of the project included in the 95% PS&E within the scope of work per Caltrans Standard Special Provisions, with modifications to coordinate with local agency Special Provisions.

- **Task9.5: Updated Opinion of Probable Construction Cost (Southern and Northern Segments)**

This task updates the 60% opinion of probable construction cost for the portions of the project included in the 95% PS&E based on updated quantity take-off calculations for items listed. The opinion of probable construction cost at this phase will be in bid item format with 10% contingency.

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- **Deliverables:**
  - Full size plans (City = 5 hard copies; Caltrans = 20 hard copies)
  - Half size plans (City = 5 hard copies; Caltrans = 20 hard copies)
  - Special Provisions (City = 5 hard copies; Caltrans = 5 copies)
  - Opinion of Probable Construction Cost (City = 5 hard copies; Caltrans = 5 hard copies)
  - Design Cross Sections (Electronic)
  - Electronic copy on CD
  - Submittals for inclusion with Caltrans SR 217 and US 101 Bridge Replacement projects

- **Task 9.6 : Initial 90% PS&E**

Requested by Caltrans, CONSULTANT shall develop an additional submittal. Submittal includes plans, design cross sections, specifications, and opinion of probable construction cost for the Southern Segment.

- **Task 9.7: US 101 Separate PS&E (Northern Segment)**

CONSULTANT shall prepare separate plans and construction cost for work within the US 101 right of way for inclusion in the Caltrans US 101 Bridge Replacement Project. Plans include path and retaining wall design and details. Quantities and opinion of probable construction cost are included. Technical specification review to be completed. Coordination includes meetings with Caltrans Design, Hydraulics and Structure to incorporate the path design as part of the bridge project. Includes support to Caltrans during construction.

- **Task 9.8: Calle Real Intersection Improvements**

CONSULTANT shall provide additional design to extend the path to the Calle Real/Kellogg intersection. Additional work includes update to intersection lighting and signals. To avoid utilities, the Calle Real intersection design will be revised. Quantities and opinion of probable construction cost will be revised to match plan changes.

- **Task 9.9: Batch Plant Wall**

CONSULTANT shall prepare a conceptual wall design and conceptual opinion of probable construction cost for CITY review. The wall would separate the Northern Segment path from the batch plant.

- **Task 9.10: Mitigation Planting Plans**

CONSULTANT shall prepare updated mitigation planting plans to accommodate project mitigation requirements. In addition, CONSULTANT will prepare tree removal and planting plan exhibits for regulatory agency and Caltrans approval. CONULTANT shall

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review the Contractor Scope of Work for mitigation work prepared by Rincon and coordinate revisions.

- **Task 9.11: UPRR Separate PS&E**

CONSULTANT shall prepare separate (stand-alone) plans, specifications and estimate for the work within UPRR right of way. As required by UPRR, a steel canopy design will also be completed. CONSULTANT shall perform independent structural design and quantity calculations for the canopy, and conduct an independent check of the structural plans and technical specifications. Design work within UPRR right of way will be completely removed from the Northern Segment path plans. Includes response to CITY and UPRR review comments, multiple revisions to plans, technical specifications, and opinion of probable construction cost, and coordination with CITY and UPRR.

- **Task 9.12: Culvert CCO PS&E (Southern Segment)**

CONSULTANT shall prepare separate (stand-alone) plans, technical specifications, and opinion of probable construction cost for the culvert work within Caltrans SR 217 right of way. CONSULTANT shall conduct an independent check of the structural plans and specifications. The culvert is planned to be incorporated in the Caltrans SR 217 Bridge Replacement Project. New culvert design work will be removed from the Southern Segment path plans and the culvert will be shown to be constructed by others. Includes response to Caltrans review comments, Division of Structures submittals, multiple revisions to plans, technical specifications, opinion of probable construction cost, and coordination with CITY and Caltrans.

- **Deliverables:**
  - Full size plans (PDF)
  - Half size plans (PDF)
  - Technical Special Provisions (Word and PDF)
  - Opinion of Probable Construction Cost (PDF)
  - Design Cross Sections (PDF)
  - Responses to Comments (if required) (PDF)

- **Task 10: 100% PS&E (Ready-To-List)**

This task resolves and incorporates 95% review comments. CONSULTANT shall coordinate with CITY and Caltrans. Details and information will be refined to complete the final PS&E documents. Final approval from agencies will be obtained during this phase of the work.

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CONSULTANT shall update design cross sections. Design cross sections will not be part of the official plan set but will be submitted to the CITY and Caltrans for review.

- **Task 10.1: 100% Roadway Plans (Southern and Northern Segments)**

The 100% Roadway Plan sheets and total count are anticipated to be the same as for the 95% submittal.

- **Task 10.2: 100% Structure Plans (Southern and Northern Segments)**

The following tasks are included in this submittal:

  - Address 95% Submittal comments on the portions of the project included in the 95% PS&E
  - Independently check and reconcile changes from 95% Submittal
  - Update calculations, independent calculations, quantity calculations, independent quantity calculations, opinion of probable construction cost and working day schedule
  - Update plans, details and specifications
  - Submit Draft 100% PS&E
  - Address Draft 100% Submittal comments
  - Submit Final PS&E

The 100% Structure Plan sheets and total count are anticipated to be the same as for the 95% submittal.

- **Task 10.3: Special Provisions (Southern and Northern Segment)**

Updated technical provisions will be prepared for project elements within the scope of services per Caltrans Standard Special Provisions, with modifications to coordinate with local agency Special Provisions for the portions of the project included in the 100% PS&E.

- **Task 10.4: Opinion of Probable Construction Cost (Southern and Northern Segment)**

This task updates the 95% opinion of probable construction cost based on refined quantity take-off calculations for items listed for the portions of the project included in the 100% PS&E. The opinion of probable construction cost at this phase will be in bid item format with 5% contingency.

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- **Task 10.5: Construction Schedule (Southern and Northern Segment)**

With input from the CITY and Caltrans, CONSULTANT shall prepare a preliminary critical path method (CPM) construction schedule for the portions of the project included in the 100% PS&E.

- **Deliverables:**
  - Full size plans (City = 5 hard copies; Caltrans = 20 hard copies)
  - Half size plans (City = 5 hard copies; Caltrans = 20 hard copies)
  - Special Provision (City = 5 hard copies; Caltrans = 5 copies)
  - Opinion of Probable Construction Cost (City = 5 hard copies; Caltrans = 5 hard copies)
  - Preliminary Construction Schedule (Electronic copy)
  - Design Cross Sections
  - Electronic copy on CD
  - Submittals for inclusion with Caltrans SR 217 and US 101 Bridge Replacement projects

- **Task 10.6: US 101 Separate PS&E (Northern Segment)**

CONSULTANT shall complete plans and opinion of probable construction cost for work within the US 101 right of way for inclusion in the Caltrans US 101 Bridge Replacement Project. Plans include path and retaining wall design and details. Quantities and opinion of probable construction cost are included. Coordination includes meetings with Caltrans Design, Hydraulics and Structure to incorporate the path design as part of the bridge project. Includes support to Caltrans during construction.

- **Task 10.7: UPRR Separate PS&E**

CONSULTANT shall update plans, technical specifications, and opinion of probable construction cost for the work within UPRR right of way. The steel canopy design will also be updated. CONSULTANT shall perform independent structural design and quantity calculations for the canopy, and conduct an independent check of the structural plans and technical specifications. Design work within UPRR right of way will be completely removed from the Northern Segment path plans. Includes response to CITY and UPRR review comments, multiple revisions to plans, technical specifications, and opinion of probable construction cost, and coordination with CITY and UPRR.

- **Task 10.8: Culvert CCO PS&E (Southern Segment)**

CONSULTANT shall update plans, technical specifications, and opinion of probable construction cost for the culvert work within Caltrans SR 217 right of way. CONSULTANT shall conduct an independent check of the structural plans and specifications. The culvert is planned to be incorporated in the Caltrans SR 217 Bridge

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Replacement Project. New culvert design work will be removed from the Southern Segment path plans and the culvert will be shown to be constructed by others. Includes response to Caltrans review comments, Division of Structures submittals, multiple revisions to plans, technical specifications, and opinion of probable construction cost, and coordination with CITY and Caltrans. Includes update to opinion of probable construction cost for purpose of CITY/Caltrans Cooperative Agreement.

- **Task 10.9: Southern Segment Separate PS&E**

CONSULTANT shall prepare separate plans and opinion of probable construction cost for the Southern Segment work without the culvert work. The culvert will be shown to be constructed by others. Includes response to CITY and Caltrans review comments, Division of Structures submittal, update to technical specification and opinion of probable construction cost, and coordination with CITY and Caltrans.

Supplemental to culvert work, CONSULTANT shall update plans and opinion of probable construction cost for the Southern Segment work without retaining wall (RW19) work. The retaining wall will be shown to be constructed by others. Includes response to CITY and Caltrans review comments, Division of Structures submittal, update to technical specification and opinion of probable construction cost, and coordination with CITY and Caltrans.

- **Task 10.10: Northern Segment Separate PS&E**

CONSULTANT shall prepare separate plans and construction cost for the Northern Segment work without the work within UPRR right of way. Includes response to CITY and Caltrans review comments, update to technical specification and opinion of probable construction cost, and coordination with CITY and Caltrans.

- **Deliverables:**
  - Full size plans (PDF)
  - Half size plans (PDF)
  - Technical Special Provisions (PDF and Word)
  - Opinion of Probable Construction Cost (PDF))
  - Design Cross Sections (PDF)
  - Responses to Comments (PDF)

- **Task 11: Final Bid Documents (Final PS&E) (Part of Ready-To-List) (Southern and Middle Extent)**

This task incorporates minor comments from the 100% review. Details and information will be refined to complete the final bid documents including plans, specifications and

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opinion of probable construction cost. Included in this final bid document package will be one set of stamped plans, a set of camera-ready project special provisions and a disk containing the electronic files for the project, special provisions and engineer's opinion of probable construction cost. Resident engineer and surveyor information will also be submitted at this stage. Final, stamped geotechnical and other engineering reports will be submitted with the final bid documents.

CONSULTANT will prepare material handout information to be provided with bid documents per Caltrans Highway Design Manual and PS&E guidelines.

CONSULTANT will coordinate final approval of:

- Utility certification
- Right of way certification
- Cost Estimate Certification
- ADA Certification
- Environmental permits
- Storm Water Data Report
- TMP

- **Task 11.1: UPRR Separate PS&E**

CONSULTANT shall update plans, technical specifications, and opinion of probable construction cost for the work within UPRR right of way. The steel canopy design will also be updated. Includes response to CITY and UPRR review comments, revisions to plans, technical specifications, and opinion of probable construction cost, and coordination with CITY and UPRR.

- **Task 11.2: Culvert CCO PS&E (Southern Segment)**

CONSULTANT shall finalize plans, technical specifications, and opinion of probable construction cost for the culvert work within Caltrans SR 217 right of way. Includes response to CITY and Caltrans review comments, Division of Structures submittal, revisions to plans, technical specifications, and opinion of probable construction cost, and coordination with CITY and Caltrans. Includes update to opinion of probable construction cost for purpose of CITY/Caltrans Cooperative Agreement. Includes support to Caltrans during construction.

Supplemental to Culvert CCO, CONSULTANT shall finalize plans, technical specifications, and opinion of probable construction cost for retaining wall (RW19) work within Caltrans SR 217 right of way. Includes response to CITY and Caltrans review comments, Division of Structures submittal, revisions to plans, technical specifications, and opinion of probable construction cost, and coordination with CITY and Caltrans. Includes update to opinion of probable construction cost for purpose of CITY/Caltrans Cooperative Agreement. Includes support to Caltrans during construction.

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CONSULTANT shall prepare plans in Microstation (DGN format). This includes conversion from AutoCAD to Microstation, clean up, reformatting, checking, and replotting.

- **Task 11.3: RTL PS&E**

For Caltrans approval, CONSULTANT shall finalize Southern and Northern Segment plans, technical specification, and opinion of probable construction cost. Submittal will be combined into one plan set. Includes response to Caltrans review comments, and coordination with CITY and Caltrans.

- **Task 11.4: CITY Bid Package**

CONSULTANT shall incorporate final CITY comments and finalize Southern and Northern Segment plans, technical specification, and opinion of probable construction cost. Submittal will be combined into one plan set. Includes response to CITY final review comments, and coordination with CITY and Caltrans. This scope includes up to one (1) unit cost update prior to project advertisement.

- **Task 11.5: Caltrans Standards Update**

CONSULTANT shall complete up to one (1) update to plans, specifications and bid items per Caltrans Standards update prior to project advertisement.

- **Deliverables:**
  - Full size plans (PDF)
  - Half size plans (PDF)
  - Technical Special Provisions (PDF and Word)
  - Opinion of Probable Construction Cost (PDF and Excel)
  - Construction Staking Documents and Design Cross Sections
  - Preliminary Construction Schedule (Electronic copy)
  - Final Engineering Reports
  - Material Handout
  - Electronic copy on CD

- **Task 12: Construction Staking Package (Southern and Middle Extent)**

CONSULTANT will coordinate with Caltrans Survey department to prepare construction staking package documents using the final approved plans as a base. Staking package documents will be prepared in conformance with the requirements of the Caltrans

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District 5 Survey Department. The construction staking package documents services will consist of:

- Coordinate with D5 Survey
- Prepare stake listings
- Prepare final cross sections
- Prepare final DTM surface
- Prepare horizontal and vertical alignments
- Prepare alignment descriptions

Assumptions:

- Attend up to two (2) coordination meetings with District 5 Survey Department

- **Deliverables:**
  - Draft Stake listings (one hard copy)
  - Full size cross-sections (one hard copy)
  - Half size cross-sections (one hard copy)
  - Electronic cross-sections
  - Electronic finished DTM surfaces
  - Horizontal alignments and profiles
  - Horizontal alignment descriptions for centerline alignment (one hard copy)

- **Task 13: Resident Engineer Pending File and Surveyor Information (Southern and Middle Extent)**

CONSULTANT will develop a resident engineer file per Caltrans ready to list guidelines and submit to the CITY and Caltrans. Part of the resident engineer file is surveyor information pertaining to horizontal and vertical controls, calculations, methodologies and output. Depending on the available data, CONSULTANT will document information electronically and submit it on disk.

- **Deliverables:**
  - Resident Engineer's Pending File and Surveyor Information (5 hard copies)
  - Electronic copy on CD

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- **Task 14: Bidding Assistance and Design Construction Support (Southern and Middle Extent – OPTIONAL - TBD)**

Upon completion of the final design phase of the project, CONSULTANT will provide Bidding Assistance. CONSULTANT will assist with the preparation of required addenda to be distributed to the bidders and respond to technical questions relative to the plans, special provisions, and quantity estimates. Bidding assistance will be billed on a time and materials basis.

During the construction phase of this project, CONSULTANT will provide Engineering Design Construction Support services. These services may include the following:

- Attend the project pre-construction meeting
- Attend partnering session
- Attend up to four (4) additional meetings/site visits during construction
- Additional construction support service could include the following:
- Provide consultation and interpretation of the construction documents
- Review and comment on contract change orders
- Prepare minor plan revisions necessitated by contract change orders
- Review contractor submittals and shop drawings
- Respond to technical contractor requests for information
- Assist with project closeout and post audits

Construction support hours will be billed on a time and materials basis. The hours provided for this scope and fee are preliminary placeholders. Work in this task will need to be revisited after PS&E is completed when more is known about the project. This task will also need to be revisited with the Construction Management Team so there is not scope overlap.

- **Task 14.1: Construction Support for Culvert CCO**

During the construction phase of the culvert by Caltrans, CONSULTANT shall provide Engineering Design Construction Support services. These services may include the following:

- Attend the project pre-construction meeting
- Attend up to one (1) additional meeting/site visit during construction
- Additional construction support service could include the following:
  - Provide consultation and interpretation of the construction documents

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- Review and comment on contract change orders
- Prepare minor plan revisions necessitated by contract change orders
- Review contractor submittals and shop drawings
- Respond to technical contractor requests for information

- **Task 15: Record Drawings (Southern and Middle Extent – OPTIONAL - TBD)**

At project's completion CONSULTANT shall prepare record drawings at the end of the construction phase to incorporate field changes provided by the Resident Engineer. It is assumed that one (1) set of record drawings will be developed based one consolidated redline input set from the CITY and Caltrans.

- **Task 15.1: Record Drawings for Culvert CCO**

CONSULTANT shall prepare record drawings at the end of the culvert construction by Caltrans to incorporate field changes provided by the Resident Engineer. It is assumed that one (1) set of record drawings will be developed based one consolidated redline input set from the CITY and Caltrans.

- **Deliverables:**
  - Record Drawings (PDF)

- **Task 16: Potholing**

CONSULTANT shall conduct potholing at the Northern Segment and Southern Segment to locate utilities within the project footprint that may be in conflict with improvements. Field work will require obtaining CITY and Caltrans Encroachment Permits.

- **Deliverables:**
  - Field Report Information (PDF)

- **Scope Assumptions:**
- **Southern Segment Assumptions**
  - For hydrology/hydraulics analysis, no Conditional Letter of Map Revision (CLOMR)/Letter of Map Revision (LOMR) is needed for this project and a no-rise certification will be prepared to evaluate proposed improvements.

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- In the event FEMA does not accept a no-rise certification for the proposed improvements, it is assumed that the multipurpose path geometry will be incorporated into the FEMA LOMR in Task 3.1.3 and 3.1.4.
- The CITY will waive encroachment permit fees for services to be performed as part of this project.
- Hydraulic model of the existing San Pedro Creek is not included as part of this scope of work.
- For hydrology/hydraulics analysis, the As-Built Redlined plans of the Flood Control/Fish Passage project are sufficient for FEMA, and no additional survey of the constructed project is needed.
- For hydrology/hydraulics analysis, a LOMR application pertaining to the Flood Control/Fish Passage project will be submitted and processed through the FEMA Online LOMC website. No hard copies of the LOMR application will be created. FEMA review fee for a LOMR is subject to change; the current fee for an online submittal is included in the fee estimate as part of this scope of work. A FEMA review fee higher than the fee estimate will need to be paid by the CITY.
- For hydrology/hydraulics analysis, and interior drainage analysis for the project floodwalls is not included in this scope of work.
- For Task 3.1.7, it is assumed that no updated Location Hydraulic Study (LHS)/Summary Floodplain Encroachment Report (SFER) forms are required and no bridge scour calculations and bank protection sizing are to be updated or completed as part of this scope of work.
- For survey and mapping control, performance of datum shift to conform to Caltrans datum used for the SR 217 bridge replacement project does not include a vertical shift.
- Type Selection Report for proposed structures will be based on Advance Planning Study prepared during PA&ED phase.
- Formal Type Selection Meeting with Caltrans will be required for culvert under SR217.
- Structures outside of Caltrans right of way will not require a formal type selection meeting.
- For structures, it is assumed that aesthetic treatment will generally match the recently constructed Goleta Beach Park Bridge replacement and the Caltrans SR217 bridge replacement over San Jose Creek.
- Lighting for the proposed culvert under SR 217 is assumed to be solar-powered but is subject to the availability of solar-powered tunnel lights. If solar-powered tunnel lights are not available in the market, AC powered tunnel lights will be proposed instead, and it is assumed that a new service connection will be needed.

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- The variable message signs at S. Kellogg crossing will be connected to a controller, which will be powered by AC, it is assumed that a new service connection will be needed for this variable message sign. Safety lighting and RRFB at this crossing location are proposed to be solar powered.
- Consolidated Coastal Development Permit. It is anticipated that no other permits from the County will be required. However, if the County determines that a Use Determination, Development, and Coastal Development Permits are required through the County, then it is anticipated that one application package can be prepared with one cover letter, the appropriate permit application forms, and one set of plans and supplemental information. This application package will include a summary of impacts and will provide justifications for the three County permits. A processing fee must be included with the submittal (to be provided by the CITY; the amount will be determined during coordination with the County). If the County requires additional permits, a revised scope and fee will be provided to the CITY for approval prior to completing the work.

- **Northern Segment Assumptions**
  - Multipurpose path improvements to be constructed within State right of way and with the US 101 bridge replacement project include walls and multipurpose path riding surface. Excludes railings, fences, signs and other multipurpose path elements. The design and details for these items will be provided to Caltrans for inclusion into the US 101 bridge replacement bid package.
  - For hydrology/hydraulics analysis, a Conditional Letter of Map Revision (CLOMR)/Letter of Map Revision (LOMR) is not required for this project and a No-Rise Certification will be prepared to evaluate proposed improvements.
  - For hydrology/hydraulics analysis, if FEMA does not accept a No-Rise Certification for the proposed improvements, CLOMR and LOMR applications need to be submitted and processed through the FEMA Online LOMC website. No hard copies of the CLOMR or LOMR application will be created. If required, a CLOMR will be prepared during Phase 1, of this scope of services listed as an optional task requiring prior City approval to complete. If required, a LOMR will be prepared as part of Phase 2 of this scope of services, listed as an optional task requiring prior City approval along with an additional fee estimate approval.
  - For hydrology/hydraulics analysis, the current fee for an online submittal of a CLOMR is included in this scope of services. The FEMA LOMR review fee is not included in this scope of services. FEMA review fee for a CLOMR and LOMR is subject to change and need to be verified prior to application submittal. Additional fees not included in this scope of services will be paid by the CITY.

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- For geotechnical investigation, some of the proposed Cone Penetration Test (CPT) locations fall within private properties which will require permits to enter. For other locations which fall within the City's right of way, it is assumed that the CITY will waive potential encroachment permit fees for these borings.
- The CITY will waive encroachment permit fees for services to be performed as part of this project.
- Type Selection Report for proposed structures will be based on Advance Planning Study prepared during PA&ED phase.
- Structures outside of Caltrans right of way will not require a formal type selection meeting.
- The variable message signs at Calle Real will be connected to a controller, which will be powered by AC. If not able to connect to the existing signal cabinet located at the intersection of N. Kellogg Ave and Calle Real, it is assumed that a new service connection will be needed for this variable message sign.
- Optional tasks listed require prior approval by the City. Fee estimate for Optional TBD tasks is to be determined.

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EXHIBIT B-3
SCHEDULE OF FEES

BILLING INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective date of hourly rate	
	Straight	OT(1.5x)	OT(2x)	From	To
To Be Determined	$340.00	$340.00	$340.00	7/1/2023	6/30/2024
PRINCIPAL	$351.90	$351.90	$351.90	7/1/2024	6/30/2025
	$364.22	$364.22	$364.22	7/1/2025	6/30/2026
	$376.96	$376.96	$376.96	7/1/2026	6/30/2027
Exempt/Hourly	$390.16	$390.16	$390.16	7/1/2027	6/30/2028
To Be Determined	$318.18	$318.18	$318.18	7/1/2023	6/30/2024
ENGINEER IX	$329.31	$329.31	$329.31	7/1/2024	6/30/2025
	$340.84	$340.84	$340.84	7/1/2025	6/30/2026
	$352.77	$352.77	$352.77	7/1/2026	6/30/2027
Exempt/Hourly	$365.12	$365.12	$365.12	7/1/2027	6/30/2028
To Be Determined	$289.68	$289.68	$289.68	7/1/2023	6/30/2024
ENGINEER VIII	$299.82	$299.82	$299.82	7/1/2024	6/30/2025
	$310.32	$310.32	$310.32	7/1/2025	6/30/2026
	$321.18	$321.18	$321.18	7/1/2026	6/30/2027
Exempt/Hourly	$332.42	$332.42	$332.42	7/1/2027	6/30/2028
To Be Determined	$261.19	$261.19	$261.19	7/1/2023	6/30/2024
ENGINEER VII	$270.33	$270.33	$270.33	7/1/2024	6/30/2025
	$279.79	$279.79	$279.79	7/1/2025	6/30/2026
	$289.59	$289.59	$289.59	7/1/2026	6/30/2027
Exempt/Hourly	$299.72	$299.72	$299.72	7/1/2027	6/30/2028
To Be Determined	$237.45	$237.45	$237.45	7/1/2023	6/30/2024
ENGINEER VI	$245.76	$245.76	$245.76	7/1/2024	6/30/2025
	$254.36	$254.36	$254.36	7/1/2025	6/30/2026
	$263.26	$263.26	$263.26	7/1/2026	6/30/2027
Exempt/Hourly	$272.48	$272.48	$272.48	7/1/2027	6/30/2028
To Be Determined	$204.20	$204.20	$204.20	7/1/2023	6/30/2024
ENGINEER V	$211.35	$211.35	$211.35	7/1/2024	6/30/2025
	$218.75	$218.75	$218.75	7/1/2025	6/30/2026
	$226.40	$226.40	$226.40	7/1/2026	6/30/2027
Exempt/Hourly	$234.33	$234.33	$234.33	7/1/2027	6/30/2028
To Be Determined	$175.71	$175.71	$175.71	7/1/2023	6/30/2024
ENGINEER IV	$181.86	$181.86	$181.86	7/1/2024	6/30/2025
	$188.23	$188.23	$188.23	7/1/2025	6/30/2026
	$194.81	$194.81	$194.81	7/1/2026	6/30/2027
Exempt/Hourly	$201.63	$201.63	$201.63	7/1/2027	6/30/2028
To Be Determined	$161.46	$161.46	$161.46	7/1/2023	6/30/2024
ENGINEER III	$167.11	$167.11	$167.11	7/1/2024	6/30/2025
	$172.96	$172.96	$172.96	7/1/2025	6/30/2026
	$179.02	$179.02	$179.02	7/1/2026	6/30/2027
Exempt/Hourly	$185.28	$185.28	$185.28	7/1/2027	6/30/2028

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EXHIBIT B-3
SCHEDULE OF FEES

To Be Determined	$142.47	$142.47	$142.47	7/1/2023	6/30/2024
ENGINEER II	$147.45	$147.45	$147.45	7/1/2024	6/30/2025
	$152.62	$152.62	$152.62	7/1/2025	6/30/2026
	$157.96	$157.96	$157.96	7/1/2026	6/30/2027
Exempt/Hourly	$163.49	$163.49	$163.49	7/1/2027	6/30/2028
To Be Determined	$118.72	$118.72	$118.72	7/1/2023	6/30/2024
ENGINEER I	$122.88	$122.88	$122.88	7/1/2024	6/30/2025
	$127.18	$127.18	$127.18	7/1/2025	6/30/2026
	$131.63	$131.63	$131.63	7/1/2026	6/30/2027
Exempt/Hourly	$136.24	$136.24	$136.24	7/1/2027	6/30/2028
To Be Determined	$189.96	$189.96	$189.96	7/1/2023	6/30/2024
TECHNICAL VI	$196.61	$196.61	$196.61	7/1/2024	6/30/2025
	$203.49	$203.49	$203.49	7/1/2025	6/30/2026
	$210.61	$210.61	$210.61	7/1/2026	6/30/2027
Exempt/Hourly	$217.98	$217.98	$217.98	7/1/2027	6/30/2028
To Be Determined	$161.46	$161.46	$161.46	7/1/2023	6/30/2024
TECHNICAL V	$167.11	$167.11	$167.11	7/1/2024	6/30/2025
	$172.96	$172.96	$172.96	7/1/2025	6/30/2026
	$179.02	$179.02	$179.02	7/1/2026	6/30/2027
Exempt/Hourly	$185.28	$185.28	$185.28	7/1/2027	6/30/2028
To Be Determined	$147.22	$147.22	$147.22	7/1/2023	6/30/2024
TECHNICAL IV	$152.37	$152.37	$152.37	7/1/2024	6/30/2025
	$157.70	$157.70	$157.70	7/1/2025	6/30/2026
	$163.22	$163.22	$163.22	7/1/2026	6/30/2027
Non-Exempt/Hourly	$168.93	$168.93	$168.93	7/1/2027	6/30/2028
To Be Determined	$137.72	$137.72	$137.72	7/1/2023	6/30/2024
TECHNICAL III	$142.54	$142.54	$142.54	7/1/2024	6/30/2025
	$147.53	$147.53	$147.53	7/1/2025	6/30/2026
	$152.69	$152.69	$152.69	7/1/2026	6/30/2027
Exempt/Hourly	$158.04	$158.04	$158.04	7/1/2027	6/30/2028
To Be Determined	$109.23	$109.23	$109.23	7/1/2023	6/30/2024
TECHNICAL II	$113.05	$113.05	$113.05	7/1/2024	6/30/2025
	$117.00	$117.00	$117.00	7/1/2025	6/30/2026
	$121.10	$121.10	$121.10	7/1/2026	6/30/2027
Non-Exempt/Hourly	$125.34	$125.34	$125.34	7/1/2027	6/30/2028
To Be Determined	$90.23	$90.23	$90.23	7/1/2023	6/30/2024
TECHNICAL I	$93.39	$93.39	$93.39	7/1/2024	6/30/2025
	$96.66	$96.66	$96.66	7/1/2025	6/30/2026
	$100.04	$100.04	$100.04	7/1/2026	6/30/2027
Non-Exempt/Hourly	$103.54	$103.54	$103.54	7/1/2027	6/30/2028
To Be Determined	$185.21	$185.21	$185.21	7/1/2023	6/30/2024
CADD TECHNICIAN V	$191.69	$191.69	$191.69	7/1/2024	6/30/2025
	$198.40	$198.40	$198.40	7/1/2025	6/30/2026
	$205.34	$205.34	$205.34	7/1/2026	6/30/2027
Non-Exempt/Hourly	$212.53	$212.53	$212.53	7/1/2027	6/30/2028

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EXHIBIT B-3
SCHEDULE OF FEES

To Be Determined	$147.22	$147.22	$147.22	7/1/2023	6/30/2024
CADD TECHNICIAN IV	$152.37	$152.37	$152.37	7/1/2024	6/30/2025
	$157.70	$157.70	$157.70	7/1/2025	6/30/2026
	$163.22	$163.22	$163.22	7/1/2026	6/30/2027
Non-Exempt/Hourly	$168.93	$168.93	$168.93	7/1/2027	6/30/2028
To Be Determined	$123.47	$123.47	$123.47	7/1/2023	6/30/2024
CADD TECHNICIAN III	$127.79	$127.79	$127.79	7/1/2024	6/30/2025
	$132.27	$132.27	$132.27	7/1/2025	6/30/2026
	$136.90	$136.90	$136.90	7/1/2026	6/30/2027
Non-Exempt/Hourly	$141.69	$141.69	$141.69	7/1/2027	6/30/2028
To Be Determined	$104.48	$104.48	$104.48	7/1/2023	6/30/2024
CADD TECHNICIAN II	$108.13	$108.13	$108.13	7/1/2024	6/30/2025
	$111.92	$111.92	$111.92	7/1/2025	6/30/2026
	$115.83	$115.83	$115.83	7/1/2026	6/30/2027
Non-Exempt/Hourly	$119.89	$119.89	$119.89	7/1/2027	6/30/2028
To Be Determined	$85.48	$85.48	$85.48	7/1/2023	6/30/2024
CADD TECHNICIAN I	$88.47	$88.47	$88.47	7/1/2024	6/30/2025
	$91.57	$91.57	$91.57	7/1/2025	6/30/2026
	$94.77	$94.77	$94.77	7/1/2026	6/30/2027
Non-Exempt/Hourly	$98.09	$98.09	$98.09	7/1/2027	6/30/2028
To Be Determined	$227.95	$227.95	$227.95	7/1/2023	6/30/2024
DESIGNER VI	$235.93	$235.93	$235.93	7/1/2024	6/30/2025
	$244.18	$244.18	$244.18	7/1/2025	6/30/2026
	$252.73	$252.73	$252.73	7/1/2026	6/30/2027
Exempt/Hourly	$261.58	$261.58	$261.58	7/1/2027	6/30/2028
To Be Determined	$208.95	$208.95	$208.95	7/1/2023	6/30/2024
DESIGNER V	$216.27	$216.27	$216.27	7/1/2024	6/30/2025
	$223.84	$223.84	$223.84	7/1/2025	6/30/2026
	$231.67	$231.67	$231.67	7/1/2026	6/30/2027
Exempt/Hourly	$239.78	$239.78	$239.78	7/1/2027	6/30/2028
To Be Determined	$189.96	$189.96	$189.96	7/1/2023	6/30/2024
DESIGNER IV	$196.61	$196.61	$196.61	7/1/2024	6/30/2025
	$203.49	$203.49	$203.49	7/1/2025	6/30/2026
	$210.61	$210.61	$210.61	7/1/2026	6/30/2027
Exempt/Hourly	$217.98	$217.98	$217.98	7/1/2027	6/30/2028
To Be Determined	$166.21	$166.21	$166.21	7/1/2023	6/30/2024
DESIGNER III	$172.03	$172.03	$172.03	7/1/2024	6/30/2025
	$178.05	$178.05	$178.05	7/1/2025	6/30/2026
	$184.28	$184.28	$184.28	7/1/2026	6/30/2027
Exempt/Hourly	$190.73	$190.73	$190.73	7/1/2027	6/30/2028
To Be Determined	$142.47	$142.47	$142.47	7/1/2023	6/30/2024
DESIGNER II	$147.45	$147.45	$147.45	7/1/2024	6/30/2025
	$152.62	$152.62	$152.62	7/1/2025	6/30/2026
	$157.96	$157.96	$157.96	7/1/2026	6/30/2027
Exempt/Hourly	$163.49	$163.49	$163.49	7/1/2027	6/30/2028

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EXHIBIT B-3
SCHEDULE OF FEES

To Be Determined	$113.97	$113.97	$113.97	7/1/2023	6/30/2024
DESIGNER I	$117.96	$117.96	$117.96	7/1/2024	6/30/2025
	$122.09	$122.09	$122.09	7/1/2025	6/30/2026
	$126.37	$126.37	$126.37	7/1/2026	6/30/2027
Exempt/Hourly	$130.79	$130.79	$130.79	7/1/2027	6/30/2028
To Be Determined	$303.93	$303.93	$303.93	7/1/2023	6/30/2024
PROFESSIONAL IX	$314.57	$314.57	$314.57	7/1/2024	6/30/2025
	$325.58	$325.58	$325.58	7/1/2025	6/30/2026
	$336.97	$336.97	$336.97	7/1/2026	6/30/2027
Exempt/Hourly	$348.77	$348.77	$348.77	7/1/2027	6/30/2028
To Be Determined	$270.69	$270.69	$270.69	7/1/2023	6/30/2024
PROFESSIONAL VIII	$280.16	$280.16	$280.16	7/1/2024	6/30/2025
	$289.97	$289.97	$289.97	7/1/2025	6/30/2026
	$300.12	$300.12	$300.12	7/1/2026	6/30/2027
Exempt/Hourly	$310.62	$310.62	$310.62	7/1/2027	6/30/2028
To Be Determined	$246.94	$246.94	$246.94	7/1/2023	6/30/2024
PROFESSIONAL VII	$255.59	$255.59	$255.59	7/1/2024	6/30/2025
	$264.53	$264.53	$264.53	7/1/2025	6/30/2026
	$273.79	$273.79	$273.79	7/1/2026	6/30/2027
Exempt/Hourly	$283.37	$283.37	$283.37	7/1/2027	6/30/2028
To Be Determined	$218.45	$218.45	$218.45	7/1/2023	6/30/2024
PROFESSIONAL VI	$226.10	$226.10	$226.10	7/1/2024	6/30/2025
	$234.01	$234.01	$234.01	7/1/2025	6/30/2026
	$242.20	$242.20	$242.20	7/1/2026	6/30/2027
Exempt/Hourly	$250.68	$250.68	$250.68	7/1/2027	6/30/2028
To Be Determined	$199.46	$199.46	$199.46	7/1/2023	6/30/2024
PROFESSIONAL V	$206.44	$206.44	$206.44	7/1/2024	6/30/2025
	$213.66	$213.66	$213.66	7/1/2025	6/30/2026
	$221.14	$221.14	$221.14	7/1/2026	6/30/2027
Exempt/Hourly	$228.88	$228.88	$228.88	7/1/2027	6/30/2028
To Be Determined	$175.71	$175.71	$175.71	7/1/2023	6/30/2024
PROFESSIONAL IV	$181.86	$181.86	$181.86	7/1/2024	6/30/2025
	$188.23	$188.23	$188.23	7/1/2025	6/30/2026
	$194.81	$194.81	$194.81	7/1/2026	6/30/2027
Exempt/Hourly	$201.63	$201.63	$201.63	7/1/2027	6/30/2028
To Be Determined	$156.71	$156.71	$156.71	7/1/2023	6/30/2024
PROFESSIONAL III	$162.20	$162.20	$162.20	7/1/2024	6/30/2025
	$167.88	$167.88	$167.88	7/1/2025	6/30/2026
	$173.75	$173.75	$173.75	7/1/2026	6/30/2027
Exempt/Hourly	$179.83	$179.83	$179.83	7/1/2027	6/30/2028
To Be Determined	$132.97	$132.97	$132.97	7/1/2023	6/30/2024
PROFESSIONAL II	$137.62	$137.62	$137.62	7/1/2024	6/30/2025
	$142.44	$142.44	$142.44	7/1/2025	6/30/2026
	$147.43	$147.43	$147.43	7/1/2026	6/30/2027
Exempt/Hourly	$152.59	$152.59	$152.59	7/1/2027	6/30/2028

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EXHIBIT B-3
SCHEDULE OF FEES

To Be Determined	$109.23	$109.23	$109.23	7/1/2023	6/30/2024
PROFESSIONAL I	$113.05	$113.05	$113.05	7/1/2024	6/30/2025
	$117.00	$117.00	$117.00	7/1/2025	6/30/2026
	$121.10	$121.10	$121.10	7/1/2026	6/30/2027
Non-Exempt/Hourly	$125.34	$125.34	$125.34	7/1/2027	6/30/2028
To Be Determined	$350.00	$350.00	$350.00	7/1/2023	6/30/2024
CONSTRUCTION PROFESSIONAL VII	$362.25	$362.25	$362.25	7/1/2024	6/30/2025
(Field Rate)	$374.93	$374.93	$374.93	7/1/2025	6/30/2026
	$388.05	$388.05	$388.05	7/1/2026	6/30/2027
Non-Exempt/Hourly	$401.63	$401.63	$401.63	7/1/2027	6/30/2028
To Be Determined	$315.00	$315.00	$315.00	7/1/2023	6/30/2024
CONSTRUCTION PROFESSIONAL VI	$326.03	$326.03	$326.03	7/1/2024	6/30/2025
(Field Rate)	$337.44	$337.44	$337.44	7/1/2025	6/30/2026
	$349.25	$349.25	$349.25	7/1/2026	6/30/2027
Non-Exempt/Hourly	$361.47	$361.47	$361.47	7/1/2027	6/30/2028
To Be Determined	$265.00	$265.00	$265.00	7/1/2023	6/30/2024
CONSTRUCTION PROFESSIONAL V	$274.28	$274.28	$274.28	7/1/2024	6/30/2025
(Field Rate)	$283.87	$283.87	$283.87	7/1/2025	6/30/2026
	$293.81	$293.81	$293.81	7/1/2026	6/30/2027
Non-Exempt/Hourly	$304.09	$304.09	$304.09	7/1/2027	6/30/2028
To Be Determined	$235.00	$235.00	$235.00	7/1/2023	6/30/2024
CONSTRUCTION PROFESSIONAL IV	$243.23	$243.23	$243.23	7/1/2024	6/30/2025
(Field Rate)	$251.74	$251.74	$251.74	7/1/2025	6/30/2026
	$260.55	$260.55	$260.55	7/1/2026	6/30/2027
Non-Exempt/Hourly	$269.67	$269.67	$269.67	7/1/2027	6/30/2028
To Be Determined	$205.00	$205.00	$205.00	7/1/2023	6/30/2024
CONSTRUCTION PROFESSIONAL III	$212.18	$212.18	$212.18	7/1/2024	6/30/2025
(Field Rate)	$219.60	$219.60	$219.60	7/1/2025	6/30/2026
	$227.29	$227.29	$227.29	7/1/2026	6/30/2027
Non-Exempt/Hourly	$235.24	$235.24	$235.24	7/1/2027	6/30/2028
To Be Determined	$170.00	$170.00	$170.00	7/1/2023	6/30/2024
CONSTRUCTION PROFESSIONAL II	$175.95	$175.95	$175.95	7/1/2024	6/30/2025
(Field Rate)	$182.11	$182.11	$182.11	7/1/2025	6/30/2026
	$188.48	$188.48	$188.48	7/1/2026	6/30/2027
Exempt/Hourly	$195.08	$195.08	$195.08	7/1/2027	6/30/2028
To Be Determined	$140.00	$140.00	$140.00	7/1/2023	6/30/2024
CONSTRUCTION PROFESSIONAL I	$144.90	$144.90	$144.90	7/1/2024	6/30/2025
(Field Rate)	$149.97	$149.97	$149.97	7/1/2025	6/30/2026
	$155.22	$155.22	$155.22	7/1/2026	6/30/2027
Exempt/Hourly	$160.65	$160.65	$160.65	7/1/2027	6/30/2028
To Be Determined	$265.00	$316.90	$368.81	7/1/2023	6/30/2024
INSPECTOR VII **	$274.28	$328.00	$381.72	7/1/2024	6/30/2025
(Field Rate)	$283.87	$339.47	$395.08	7/1/2025	6/30/2026
	$293.81	$351.36	$408.90	7/1/2026	6/30/2027
Exempt/Hourly	$304.09	$363.65	$423.21	7/1/2027	6/30/2028

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EXHIBIT B-3
SCHEDULE OF FEES

To Be Determined	$225.00	$269.07	$313.14	7/1/2023	6/30/2024
INSPECTOR VI **	$232.88	$278.49	$324.10	7/1/2024	6/30/2025
(Field Rate)	$241.03	$288.23	$335.44	7/1/2025	6/30/2026
	$249.46	$298.32	$347.18	7/1/2026	6/30/2027
Non-Exempt/Hourly	$258.19	$308.76	$359.33	7/1/2027	6/30/2028
To Be Determined	$200.00	$239.17	$278.34	7/1/2023	6/30/2024
INSPECTOR V **	$207.00	$247.54	$288.09	7/1/2024	6/30/2025
(Field Rate)	$214.25	$256.21	$298.17	7/1/2025	6/30/2026
	$221.74	$265.17	$308.61	7/1/2026	6/30/2027
Non-Exempt/Hourly	$229.50	$274.46	$319.41	7/1/2027	6/30/2028
To Be Determined	$175.00	$209.28	$243.55	7/1/2023	6/30/2024
INSPECTOR IV **	$181.13	$216.60	$252.08	7/1/2024	6/30/2025
(Field Rate)	$187.46	$224.18	$260.90	7/1/2025	6/30/2026
	$194.03	$232.03	$270.03	7/1/2026	6/30/2027
Non-Exempt/Hourly	$200.82	$240.15	$279.48	7/1/2027	6/30/2028
To Be Determined	$155.00	$185.36	$215.72	7/1/2023	6/30/2024
INSPECTOR III **	$160.43	$191.85	$223.27	7/1/2024	6/30/2025
(Field Rate)	$166.04	$198.56	$231.08	7/1/2025	6/30/2026
	$171.85	$205.51	$239.17	7/1/2026	6/30/2027
Exempt/Hourly	$177.87	$212.70	$247.54	7/1/2027	6/30/2028
To Be Determined	$120.00	$143.50	$167.01	7/1/2023	6/30/2024
INSPECTOR II **	$124.20	$148.53	$172.85	7/1/2024	6/30/2025
(Field Rate)	$128.55	$153.72	$178.90	7/1/2025	6/30/2026
	$133.05	$159.10	$185.16	7/1/2026	6/30/2027
Non-Exempt/Hourly	$137.70	$164.67	$191.64	7/1/2027	6/30/2028
To Be Determined	$95.00	$113.61	$132.21	7/1/2023	6/30/2024
INSPECTOR I **	$98.32	$117.58	$136.84	7/1/2024	6/30/2025
(Field Rate)	$101.77	$121.70	$141.63	7/1/2025	6/30/2026
	$105.33	$125.96	$146.59	7/1/2026	6/30/2027
Non-Exempt/Hourly	$109.01	$130.37	$151.72	7/1/2027	6/30/2028
To Be Determined	$175.71	$175.71	$175.71	7/1/2023	6/30/2024
ADMIN PROFESSIONAL V	$181.86	$181.86	$181.86	7/1/2024	6/30/2025
	$188.23	$188.23	$188.23	7/1/2025	6/30/2026
	$194.81	$194.81	$194.81	7/1/2026	6/30/2027
Exempt/Hourly	$201.63	$201.63	$201.63	7/1/2027	6/30/2028
To Be Determined	$151.97	$151.97	$151.97	7/1/2023	6/30/2024
ADMIN PROFESSIONAL IV	$157.28	$157.28	$157.28	7/1/2024	6/30/2025
	$162.79	$162.79	$162.79	7/1/2025	6/30/2026
	$168.49	$168.49	$168.49	7/1/2026	6/30/2027
Non-Exempt/Hourly	$174.38	$174.38	$174.38	7/1/2027	6/30/2028
To Be Determined	$118.72	$118.72	$118.72	7/1/2023	6/30/2024
ADMIN PROFESSIONAL III	$122.88	$122.88	$122.88	7/1/2024	6/30/2025
	$127.18	$127.18	$127.18	7/1/2025	6/30/2026
	$131.63	$131.63	$131.63	7/1/2026	6/30/2027
Non-Exempt/Hourly	$136.24	$136.24	$136.24	7/1/2027	6/30/2028

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EXHIBIT B-3
SCHEDULE OF FEES

To Be Determined	$99.73	$99.73	$99.73	7/1/2023	6/30/2024
ADMIN ASSISTANT II	$103.22	$103.22	$103.22	7/1/2024	6/30/2025
	$106.83	$106.83	$106.83	7/1/2025	6/30/2026
	$110.57	$110.57	$110.57	7/1/2026	6/30/2027
Non-Exempt/Hourly	$114.44	$114.44	$114.44	7/1/2027	6/30/2028
To Be Determined	$80.73	$80.73	$80.73	7/1/2023	6/30/2024
ADMIN ASSISTANT I	$83.56	$83.56	$83.56	7/1/2024	6/30/2025
	$86.48	$86.48	$86.48	7/1/2025	6/30/2026
	$89.51	$89.51	$89.51	7/1/2026	6/30/2027
Non-Exempt/Hourly	$92.64	$92.64	$92.64	7/1/2027	6/30/2028
To Be Determined	$303.93	$303.93	$303.93	7/1/2023	6/30/2024
GEOGRAPHER/GIS IX	$314.57	$314.57	$314.57	7/1/2024	6/30/2025
	$325.58	$325.58	$325.58	7/1/2025	6/30/2026
	$336.97	$336.97	$336.97	7/1/2026	6/30/2027
Non-Exempt/Hourly	$348.77	$348.77	$348.77	7/1/2027	6/30/2028
To Be Determined	$223.20	$223.20	$223.20	7/1/2023	6/30/2024
GEOGRAPHER/GIS VII	$231.01	$231.01	$231.01	7/1/2024	6/30/2025
	$239.10	$239.10	$239.10	7/1/2025	6/30/2026
	$247.47	$247.47	$247.47	7/1/2026	6/30/2027
Non-Exempt/Hourly	$256.13	$256.13	$256.13	7/1/2027	6/30/2028
To Be Determined	$223.20	$223.20	$223.20	7/1/2023	6/30/2024
GEOGRAPHER/GIS VII	$231.01	$231.01	$231.01	7/1/2024	6/30/2025
	$239.10	$239.10	$239.10	7/1/2025	6/30/2026
	$247.47	$247.47	$247.47	7/1/2026	6/30/2027
Non-Exempt/Hourly	$256.13	$256.13	$256.13	7/1/2027	6/30/2028
To Be Determined	$194.71	$194.71	$194.71	7/1/2023	6/30/2024
GEOGRAPHER/GIS VI	$201.52	$201.52	$201.52	7/1/2024	6/30/2025
	$208.57	$208.57	$208.57	7/1/2025	6/30/2026
	$215.87	$215.87	$215.87	7/1/2026	6/30/2027
Non-Exempt/Hourly	$223.43	$223.43	$223.43	7/1/2027	6/30/2028
To Be Determined	$170.96	$170.96	$170.96	7/1/2023	6/30/2024
GEOGRAPHER/GIS V	$176.95	$176.95	$176.95	7/1/2024	6/30/2025
	$183.14	$183.14	$183.14	7/1/2025	6/30/2026
	$189.55	$189.55	$189.55	7/1/2026	6/30/2027
Non-Exempt/Hourly	$196.18	$196.18	$196.18	7/1/2027	6/30/2028
To Be Determined	$151.97	$151.97	$151.97	7/1/2023	6/30/2024
GEOGRAPHER/GIS IV	$157.28	$157.28	$157.28	7/1/2024	6/30/2025
	$162.79	$162.79	$162.79	7/1/2025	6/30/2026
	$168.49	$168.49	$168.49	7/1/2026	6/30/2027
Non-Exempt/Hourly	$174.38	$174.38	$174.38	7/1/2027	6/30/2028
To Be Determined	$132.97	$132.97	$132.97	7/1/2023	6/30/2024
GEOGRAPHER/GIS III	$137.62	$137.62	$137.62	7/1/2024	6/30/2025
	$142.44	$142.44	$142.44	7/1/2025	6/30/2026
	$147.43	$147.43	$147.43	7/1/2026	6/30/2027
Non-Exempt/Hourly	$152.59	$152.59	$152.59	7/1/2027	6/30/2028

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EXHIBIT B-3
SCHEDULE OF FEES

To Be Determined	$109.23	$109.23	$109.23	7/1/2023	6/30/2024
GEOGRAPHER/GIS II	$113.05	$113.05	$113.05	7/1/2024	6/30/2025
	$117.00	$117.00	$117.00	7/1/2025	6/30/2026
	$121.10	$121.10	$121.10	7/1/2026	6/30/2027
Non-Exempt/Hourly	$125.34	$125.34	$125.34	7/1/2027	6/30/2028
To Be Determined	$99.73	$99.73	$99.73	7/1/2023	6/30/2024
GEOGRAPHER/GIS I	$103.22	$103.22	$103.22	7/1/2024	6/30/2025
	$106.83	$106.83	$106.83	7/1/2025	6/30/2026
	$110.57	$110.57	$110.57	7/1/2026	6/30/2027
Non-Exempt/Hourly	$114.44	$114.44	$114.44	7/1/2027	6/30/2028
To Be Determined	$265.94	$265.94	$265.94	7/1/2023	6/30/2024
ARCHITECT IX	$275.25	$275.25	$275.25	7/1/2024	6/30/2025
	$284.88	$284.88	$284.88	7/1/2025	6/30/2026
	$294.85	$294.85	$294.85	7/1/2026	6/30/2027
Non-Exempt/Hourly	$305.17	$305.17	$305.17	7/1/2027	6/30/2028
To Be Determined	$237.45	$237.45	$237.45	7/1/2023	6/30/2024
ARCHITECT VIII	$245.76	$245.76	$245.76	7/1/2024	6/30/2025
	$254.36	$254.36	$254.36	7/1/2025	6/30/2026
	$263.26	$263.26	$263.26	7/1/2026	6/30/2027
Non-Exempt/Hourly	$272.48	$272.48	$272.48	7/1/2027	6/30/2028
To Be Determined	$218.45	$218.45	$218.45	7/1/2023	6/30/2024
ARCHITECT VII	$226.10	$226.10	$226.10	7/1/2024	6/30/2025
	$234.01	$234.01	$234.01	7/1/2025	6/30/2026
	$242.20	$242.20	$242.20	7/1/2026	6/30/2027
Non-Exempt/Hourly	$250.68	$250.68	$250.68	7/1/2027	6/30/2028
To Be Determined	$194.71	$194.71	$194.71	7/1/2023	6/30/2024
ARCHITECT VI	$201.52	$201.52	$201.52	7/1/2024	6/30/2025
	$208.57	$208.57	$208.57	7/1/2025	6/30/2026
	$215.87	$215.87	$215.87	7/1/2026	6/30/2027
Non-Exempt/Hourly	$223.43	$223.43	$223.43	7/1/2027	6/30/2028
To Be Determined	$175.71	$175.71	$175.71	7/1/2023	6/30/2024
ARCHITECT V	$181.86	$181.86	$181.86	7/1/2024	6/30/2025
	$188.23	$188.23	$188.23	7/1/2025	6/30/2026
	$194.81	$194.81	$194.81	7/1/2026	6/30/2027
Non-Exempt/Hourly	$201.63	$201.63	$201.63	7/1/2027	6/30/2028
To Be Determined	$156.71	$156.71	$156.71	7/1/2023	6/30/2024
ARCHITECT IV	$162.20	$162.20	$162.20	7/1/2024	6/30/2025
	$167.88	$167.88	$167.88	7/1/2025	6/30/2026
	$173.75	$173.75	$173.75	7/1/2026	6/30/2027
Non-Exempt/Hourly	$179.83	$179.83	$179.83	7/1/2027	6/30/2028
To Be Determined	$137.72	$137.72	$137.72	7/1/2023	6/30/2024
ARCHITECT III	$142.54	$142.54	$142.54	7/1/2024	6/30/2025
	$147.53	$147.53	$147.53	7/1/2025	6/30/2026
	$152.69	$152.69	$152.69	7/1/2026	6/30/2027
Non-Exempt/Hourly	$158.04	$158.04	$158.04	7/1/2027	6/30/2028

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EXHIBIT B-3
SCHEDULE OF FEES

To Be Determined	$118.72	$118.72	$118.72	7/1/2023	6/30/2024
ARCHITECT II	$122.88	$122.88	$122.88	7/1/2024	6/30/2025
	$127.18	$127.18	$127.18	7/1/2025	6/30/2026
	$131.63	$131.63	$131.63	7/1/2026	6/30/2027
Non-Exempt/Hourly	$136.24	$136.24	$136.24	7/1/2027	6/30/2028
To Be Determined	$104.48	$104.48	$104.48	7/1/2023	6/30/2024
ARCHITECT I	$108.13	$108.13	$108.13	7/1/2024	6/30/2025
	$111.92	$111.92	$111.92	7/1/2025	6/30/2026
	$115.83	$115.83	$115.83	7/1/2026	6/30/2027
Non-Exempt/Hourly	$119.89	$119.89	$119.89	7/1/2027	6/30/2028

OTHER DIRECT COSTS	
DESCRIPTION OF ITEM	COST
Personal Vehicle Mileage	see note 1
Overnight Mail Service	Actual
Outside Printing Service	Actual
Lodging and Meals	see note 4

NOTES:

1. Pre-approved travel and per-diem costs will be reimbursed in conformance with the current Department of Transportation Travel and Expense Guide for Consultants. No charge will be invoiced for employee relocation cost.

2. Classifications identified with ** are subject to prevailing wage.

3. Rates subject to an annual escalation of 3.5%.

4. Travel and per-diem costs will be reimbursed in conformance with the current Department of Transportation Travel Expense Guide for Consultants. No charge will be invoiced for employee relocation cost

NOTES:

All employees subject to prevailing wage denoted with two asterisks (**)

Dennis M. Haglan, P.E.

3/29/2024

Date

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AMENDMENT NO. 4
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DEWBERRY ENGINEERS, INC.

This **Amendment No. 4** to the Professional Design Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **DEWBERRY ENGINEERS, INC.,** a New York Corporation ("Consultant") dated March 5, 2019 ("Agreement," Agreement No. 2019-023) is made on this 17th day of June 2025.

SECTION A. RECITALS

1. This Agreement is for the professional design engineering, permitting, and right of way services in conjunction with the San Jose Creek Multipurpose Path (Northern and Southern Segments) Project; and

2. This Agreement has been amended to provide additional design, environmental, permitting, right of way services and bidding support (Amendment No. 1, 2 and 3); and

3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed $5,332,410; and

4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of $897,495 for additional tasks; and

5. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2026; and

6. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2028; and

7. The Agreement currently provides in Exhibit A-3 entitled "Scope of Work" the complete and particular description of services; and

8. The parties desire to amend Exhibit A-3 by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-4"; and

9. The Agreement currently provides in Exhibit B-3 entitled "Schedule of Fees" the hourly rates; and

10. The parties desire to amend Exhibit B-3 of the Agreement to identify the new

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hourly rates, attached as “Exhibit B-4”; and

11. The City Council approved this Amendment No. 4, on this 17th day of June 2025.

SECTION B. AMENDED TERMS

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

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of $897,495 and to read in its entirety:

   (a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of $6,229,905 (herein "not-to-exceed amount") and shall be earned as the work progresses.

   Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B-4," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2028, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional two (2) years to read in its entirety:

The term of this Agreement is from the date first written above to June 30, 2028, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY’s Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

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

Exhibit A-3 "Scope of Work" with **Exhibit A-4 "Scope of Work"** attached hereto and incorporated herein.

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

Exhibit B-3 "Schedule of Fees" with **Exhibit B-4 "Schedule of Fees"** attached hereto and incorporated herein.

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

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In concurrence and witness whereof, this Amendment No. 4 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

Signed by:
Robert Nisbet
1AEBA6AB1F9E4D7...
Robert Nisbet, City Manager

CONSULTANT

Signed by:
John Hoole
09C4C0E18B2B427...
John G. Hoole, PE, Vice President

ATTEST:

DocuSigned by:
Deborah Lopez
43E09F3473CA47E...
Deborah Lopez, City Clerk

DocuSigned by:
Jose Silva
2630E885338540E...
Jose Sliva, PE, Vice President

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:
Scott Shapses
4365248AE5424CE...
Scott Shapses, Deputy City Attorney

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Exhibit A-4
Scope of Work

Dewberry Engineering
9006 – San Jose Creek Northern and Southern Segments Project

- **Task 1: Project Management**

- **Task 1.1: Meetings and Coordination (Southern and Northern Segments)**

CONSULTANT shall organize, attend, and facilitate meetings to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. CONSULTANT shall provide meeting notices, prepare meeting materials and agenda, attend and facilitate the meeting and prepare meeting notes. CONSULTANT shall coordinate with the CITY's project manager prior to meetings to receive input regarding the agenda. The following meetings are anticipated for this project:

- **Kick off Meeting**: At the start of the final design (PS&E), CONSULTANT shall organize a kickoff meeting with key personnel on the project. The purpose of this meeting will be to review the goals and objectives of the project, scope, budget, schedule, discuss team member's roles and responsibilities, identify critical project issues and obtain consensus on design criteria, task durations, and review durations.

- **Project Status Teleconferences**: Regular conference calls will be held approximately every week (up to40 teleconferences) between the project design team and the CITY Project Manager. The purpose of these meetings is to communicate project team status and discuss project issues. CONSULTANT shall facilitate these teleconferences by providing the conference calling site, agendas and meeting notes with action items.

- **PDT Meetings**: The project development team (PDT) meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. CONSULTANT Project Manager in association with the CITY Project Manager will identify key agencies and personnel to be included in the core Project Development Team. Attendees will likely include CONSULTANT's Project Manager and task leads as needed, City of Goleta, Santa Barbara County, Caltrans staff and other stakeholders. Throughout the anticipated duration of this project, CONSULTANT shall attend and facilitate up to twelve (6) PDT meetings. The meetings will be held at the City of Goleta offices or by teleconference.

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CONSULTANT shall continue coordination with the Union Pacific Railroad (UPRR) and with the California State Public Utilities Commission (CPUC) to obtain approval of the multipurpose path improvements within UPRR right of way.

CONSULTANT shall prepare correspondence and exhibits to communicate and coordinate proposed improvements with the Santa Barbara County and California Coastal Commission to assist the CITY in obtaining the Coastal Development Permit.

Included in this task is coordination with the City of Goleta, Caltrans District 5, Santa Barbara County, Union Pacific Railroad (UPRR and other stakeholders.

- **Deliverables:**
  - Meeting notices, agendas, handouts, meeting notes, and action items
  - UPRR preliminary design documents
  - Coastal Development Permit coordination documents

- **Task 1.2: Project Administration (Southern and Northern Segments)**

CONSULTANT shall monitor and control the effort and progress of the proposed services as follows:

- **Set Up Project Accounting System**: CONSULTANT shall structure the accounting system in accordance with the CITY's invoicing and tracking needs.

- **Prepare Project Information Guide**: CONSULTANT shall prepare a Project Information Guide for use by staff working on the project. The Project Information Guide will contain project instructions regarding aspects of the project. Topics to be covered include:

  - Project background/purpose
  - Organization chart/contact list
  - Communication plan
  - Scope/Schedule/Budget
  - QA/QC Plan
  - Project Filing System

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- **Monitor Progress and Review and Approve Invoices**: CONSULTANT shall track the work progress of the proposed subconsultants and review their invoices for format and content compliance.

- **Prepare Monthly Progress Reports and Client Invoices**: CONSULTANT shall prepare Progress Reports to record the progress of the project and as supporting data for invoices presented monthly to the CITY. The Progress Report will include accomplished tasks for the month, anticipated progress for the next month, pending issues/resolutions and schedule completion target dates. CONSULTANT shall mail Progress Reports with the monthly invoices.

- **Prepare, Monitor and Adjust CPM Schedule**: CONSULTANT shall, within two weeks of Notice to Proceed, provide a detailed project baseline schedule to the CITY for review and comment. The schedule will be prepared using Microsoft Project and will show contracted tasks/milestones with dependencies and durations, critical path tasks and responsibility assignments. Subsequent to establishing the baseline schedule, CONSULTANT shall update the schedule on a monthly basis, to coincide with the PDT meetings and/or monthly Progress Reports.

- **Establish Project Administration Systems**: CONSULTANT shall establish and implement a document/correspondence management and distribution system to share information in a timely manner amongst project team members. CONSULTANT shall develop and maintain a project document retention system that will be transferred to the CITY upon Project completion. This system will catalogue and retain significant project correspondence and work products in their native format.

- **Deliverables:**
  - Monthly Progress Report
  - Project Schedule
  - Project Information Guide
  - Project Closeout Documentation – PHASE 2

- **Task 1.3: Quality Control (Southern and Northern Segments)**

CONSULTANT shall develop a quality control plan for the project which includes a plan establishing a process to check design calculations independently. Prior to each submittal, exhibits, plans, specifications and estimates will be checked, corrected and backchecked for accuracy and completeness. CONSULTANT shall review environmental and engineering report submittals to complete the appropriate

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background information, study methodology, interpretation of data, format and content in accordance with current standards.

CONSULTANT shall continue to provide support to the CITY with the Union Pacific Railroad (UPRR) and with the California State Public Utilities Commission (CPUC) to obtain approval of the multipurpose path improvements within UPRR right of way. Includes attending meetings, preparing exhibits, project descriptions, form documentation, variation request document, and project updates.

- **Deliverable:**
  - Quality Control Plan

- **Task 1.4: Caltrans Local Assistance, Funding and Programming Support (Southern and Northern Segments)**

If federal funding is obtained for subsequent phases, CONSULTANT shall assist in the preparation of authorization packages, PS&E certification, Utility Certification, Right of Way certification, and other Caltrans compliance documents. This task will include coordination with Caltrans pertaining to the determination of appropriate federal forms and requests.

- **Deliverable:**
  - Request for Authorization for Right of Way, Utility Relocation and Construction. Right of Way, Utility, and PS&E Certification.

- **Task 1.5: Caltrans Coordination of Design Elements (Southern and Middle Extent)**

CONSULTANT shall coordinate with the Caltrans design team. A portion of the San Jose Creek Multipurpose Path plans specifications and estimate will be included in the US 101 Bridge Replacement project and may be included in the final SR 217 Over San Jose Creek Bridge Replacement Project. The design and details of the multipurpose path shall be provided to Caltrans to be included in the Bridge Replacement Projects.. Both Caltrans bridge replacement projects including associated elements of the City portions of the multipurpose path project will be advertised and administered by Caltrans. CONSULTANT shall exchange design files and details through the life of the project to accomplish this goal. CONSULTANT will hold a monthly conference call with Caltrans design teams to coordinate various elements of design.

- **Task 1.6: Encroachment Permit (Southern and Middle Extent)**

CONSULTANT shall prepare application and obtain encroachment permits from Caltrans to initiate construction activities for the project. It is assumed that

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encroachment permits from the local agencies will not be required. CONSULTANT shall assist in obtaining rights of entry from adjacent property owners.

- **Deliverable:**
  - Encroachment Permit Applications (One for SR 217 and one for US 101) – PHASE 2

- **Task 1.7: Railroad / CPUC Coordination (Middle Extent)**

CONSULTANT shall continue coordination with the Union Pacific Railroad (UPRR) and with the California State Public Utilities Commission (CPUC) to obtain approval of the multipurpose path improvements within UPRR right of way.

- **Task 1.8: Agreement Support**

- **Task 1.8.1: Maintenance Agreement Support**

CONSULTANT shall provide support to the CITY. CONSULTANT shall develop exhibits and review documents. CONSUALTANT shall attend meetings and coordinate with CITY and Caltrans. Maintenance Agreements related to the following:

- SR 217 CITY and Caltrans
- SR 217 County and Caltrans
- SR 217 CITY and County
- US 101 CITY and Caltrans

- **Task 1.8.2: Non-Utility Encroachment**

CONSULTANT shall prepare Non-Utility Encroachment (NUE) document and attachments for Caltrans review and approval. CONSUALTANT shall attend meetings and coordinate with CITY and Caltrans.

- **Task 1.8.3: Resolution of Change**

CONSULTANT shall prepare three Resolution of Change (ROC) documents with attachments as part of the freeway agreement revision process. ROCs prepared for three freeway segments related to the following:

- SR 217 CITY and Caltrans
- SR 217 County and Caltrans
- US 101 CITY and Caltrans

- **Deliverables:**
  - UPRR and CPUC Exhibits, Materials, Written Documents (PDF)
  - Maintenance Agreement Exhibits (PDF)

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- Non-Utility Encroachment (PDF and Word)
- Resolutions of Change (PDF and Word)

- **Task 2: Topographic Survey and Right of Way Engineering**

CONSULTANT shall be responsible for supplementing the existing mapping prepared in 2019. The project controls will be based upon Caltrans District 5 survey control monuments and work will be performed using Caltrans formats and standards.

- **Task 2.1: Supplemental Survey**

- **Task 2.1.1: Supplemental Ground Surveys (Southern Segment)**

CONSULTANT shall provide field topographic mapping and invert details of the storm drain improvements located between the San Jose Creek channel and Highway 217 (Approximately 16 locations). The topographic mapping will be incorporated into the previous work performed for this project.

- **Task 2.1.1a: Supplemental Ground Surveys (Northern Segment)**

CONSULTANT shall provide field topographic mapping within the property known as APN 069-160-013. Limits of survey will extend 25 feet past the existing fence line. (Approximately 25 feet x 200 feet). The topographic mapping will be incorporated into the previous work performed for this project.

- **Task 2.1.1b: Tree Staking (Northern Segment)**

CONSULTANT shall provide additional ground survey to install stakes for tree locations within the Northern Segment for environmental permit approval.

- **Task 2.1.1c: Property Line Staking (Northern Segment)**

CONSULTANT shall provide additional ground survey to install stakes along batch plant within the Northern Segment as part of the right of way acquisition process.

- **Task 2.1.2: San Jose Creek Cross Sections (Southern Segment)**

CONSULTANT shall provide creek cross sections along San Jose Creek at 100 feet intervals and extend 20 feet past top of bank when feasible (20 cross section estimate). Cross sections will start at the end of the recently built concrete channel and end at the confluence with San Pedro Creek (Approximately 2,000 LF).

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- **Task 2.1.3: Extended Aerial Limits (Southern Segment)**

CONSULTANT shall expand the aerial mapping at the southerly end of project adjacent to existing bridge and multipurpose path (150 feetx700 feet).

- **Task 2.1.4: Project Datum Shift (Southern Segment)**

CONSULTANT shall shift the horizontal datum of the project from NAD83, Epoch 1991.35 to NAD83, Epoch 2014.50. This scope of work does not include a vertical shift. Survey files will be updated to adjusted datum.

Deliverables:

- Staking Location Exhibit (PDF and CADD)

- **Task 2.2: Right of Way Engineering**

- **Task 2.2.1: Plats and Legals For Permanent Easement (Southern Segment)**

CONSULTANT shall prepare legal descriptions and exhibits for the proposed permanent easements required for the multipurpose path improvements (4 total estimate).

- **Task 2.2.1a: Plats and Legals For Permanent Easement (Northern)**

CONSULTANT will prepare legal descriptions and exhibits for the proposed permanent easements required for the multipurpose path improvements (8 total estimate).

- **Task 2.2.2: Plats and Legals For Temporary Construction Easement (Southern Segment)**

CONSULTANT shall prepare legal descriptions and exhibits for the proposed temporary construction easements required for the multipurpose path improvements (4 total estimate).

- **Task 2.2.2a: Plats and Legals For Temporary Construction Easement (Northern Segment)**

CONSULTANT will prepare legal descriptions and exhibits for the proposed temporary construction easements required for the multipurpose path improvements (8 total estimate).

- **Task 2.2.3: Acquire Title Reports (Southern Segment)**

CONSULTANT shall acquire title reports for the remaining parcels affected by the multipurpose path improvements (4 Total Estimate). Review/retrace remaining

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easements/encumbrances identified on the provided title reports for potential impacts on the multipurpose path improvements.

- **Task 2.2.3a: Acquire Title Reports (Northern Segment)**

CONSULTANT shall acquire title reports for the remaining parcels affected by the multipurpose path improvements (8 Total Estimate). Review/retrace remaining easements/encumbrances identified on the provided title reports for potential impacts on the multipurpose path improvements.

- **Deliverables:**
  - Plats and Legals for Permanent Easements - PDF

- **Task 3: Engineering Studies**

- **Task 3.1: Hydrology/Hydraulic and Storm Water Studies**

- **Task 3.1.1: Hydraulic Modeling – Post-Project Conditions (Southern Segment)**

CONSULTANT shall add (1) the San Jose Creek channel capacity and fish passage improvement project and (2) the Hollister Avenue Bridge replacement project to a copy of the existing conditions HEC-RAS model to create the post-project conditions model. The post-project conditions floodway will also be developed.

A quality control review of the post-project HEC-RAS model will be performed, and review comments will be addressed and backchecked.

- **Task 3.1.2: Floodplain Mapping – San Jose Creek and Old San Jose Creek (Southern Segment)**

The 1% annual chance exceedance (100-year) floodplain limits shall be delineated and a floodplain work map shalll be developed. The floodplain work map, which will be certified by a registered professional engineer per FEMA regulations, will also include topographic contours, stream centerline, and effective FEMA floodplain limits. Annotated DFIRM panels showing the revised floodplains and Base Flood Elevations (BFEs) will also be prepared.

- **Deliverables:**
  - Floodplain work map and GIS floodplain layers
  - Annotated FIRM panels

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- **Task 3.1.3: Letter of Map Revision (LOMR) Submittal (Southern Segment)**

CONSULTANT shall prepare a LOMR application package, which will include copies of the hydraulic model input and output, completed FEMA application (MT-2) forms, LOMR report, floodplain work map(s), CHECK-RAS comments and responses (if applicable), and annotated DFIRM panel(s) showing the revised floodplains.

The LOMR submittal includes a floodwall, which has series of specific requirements to be accredited by FEMA as providing flood protection. The FEMA MT-2 form for levees/floodwalls will be completed and the computed freeboard along the floodwall will be confirmed to meet FEMA requirements.

- **Deliverables:**
  - LOMR application package

- **Task 3.1.4: LOMR Application – Meetings and Agency Follow-up (Southern Segment)**

CONSULTANT shall participate in up to three (3) conference calls and coordinate with the CITY regarding the LOMR, including addressing written comments on the submittal. The LOMR will also impact small portions of unincorporated Santa Barbara County and the City of Santa Barbara. Coordination will be required to obtain LOMR approval from these communities.

FEMA's Online LOMC website will be used to electronically submit the LOMR application to FEMA after it has been approved by the CITY. CONSULTANT shall respond to FEMA comments on the LOMR application.

Public notice and/or individual property owner notification may be required by FEMA. A template will be prepared for the public notice and/or notification letter to be sent out by the community. A list of affected parcels will also be prepared.

- **Deliverables:**
  - List of affected parcels and a template for the public notice and/or notification letter

- **Task 3.1.5: No-Rise Analysis: San Jose Creek Multipurpose Path (Southern Segment)**

Using the model developed in previous tasks, a FEMA No-Rise analysis will be performed to confirm that the proposed multipurpose path project does not cause an increase in San Jose Creek floodway elevations. If the no-rise condition is met, a no-rise certification will be prepared. Review comments on the no-rise analysis by the

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CITY will be addressed (note: The No-Rise analysis is reviewed by the community only and does not go to FEMA).

- **Deliverables:**
  - No-rise analysis and certification

- **Task 3.1.6: No-Rise Analysis: San Jose Creek Multipurpose Path (Northern Segment)**

Using the model developed in previous tasks, a FEMA No-Rise analysis will be performed to confirm that the proposed multipurpose path project does not cause an increase in San Jose Creek floodway elevations. If the No-Rise condition is met, a No-Rise certification will be prepared. Review comments on the no-rise analysis by the CITY will be addressed (note: The No-Rise analysis is reviewed by the community only and does not go to FEMA).

If the No-Rise condition cannot be met, FEMA regulations require a Conditional Letter of Map Revision (CLOMR) to be processed before construction begins as well as a LOMR following construction. The CLOMR/LOMR submittals for the multipurpose path are included in this proposal as Optional Services.

- **Deliverables:**
  - No-Rise analysis and certification

- **Task 3.1.7.: Hydraulic Technical Memorandum for Hollister Avenue Bridge (Southern Segment)**

CONSULTANT shall provide a Technical Memorandum summarizing the updated existing and proposed conditions hydraulics for the replacement of the Hollister Avenue Bridge.

- **Deliverables:**
  - Technical Memorandum

- **Task 3.1.8: San Jose Creek Multipurpose Path LHS/SFER (Northern Segment)**

CONSULTANT shall complete the Location Hydraulic Study (LHS) and Summary Floodplain Encroachment Report (SFER) forms and a separate corresponding summary report for both the Northern Segment and Southern Segment San Jose Creek multipurpose path projects.

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- **Deliverables:**
  - SFER Report for the Northern Segment multipurpose path with forms in the appendices
  - LHS/SFER Report for the Southern Segment multipurpose path with forms in the appendices

- **Task 3.1.9: CLOMR Submittal: San Jose Creek Multipurpose Path (Northern Segment) - OPTIONAL**

CONSULTANT shall prepare a CLOMR application package for the San Jose Creek multipurpose path, Northern Segment, which will include copies of the hydraulic model input and output, completed FEMA application forms, CLOMR report, floodplain work map(s), CHECK-RAS comments and responses (if applicable), and annotated DFIRM panel(s) showing the revised floodplains.

- **Deliverables:**
  - CLOMR application package

- **Task 3.1.10: CLOMR Follow-up: San Jose Creek Multipurpose Path (Northern Segment) - OPTIONAL**

CONSULTANT shall participate in up to three conference calls and coordinate with the CITY regarding the CLOMR, including addressing written comments on the submittal. FEMA's Online LOMC website will be used to electronically submit the CLOMR application to FEMA after it has been approved by the CITY. CONSULTANT shall respond to FEMA comments on the CLOMR application.

Public notice and/or individual property owner notification may be required by FEMA. A template will be prepared for the public notice and/or notification letter to be sent out to the community. A list of affected parcels will also be prepared

- **Deliverables:**
  - List of affected parcels and a template for the public notice and/or notification letter

- **Task 3.1.11: LOMR Submittal: San Jose Creek Multipurpose Path (Northern Segment) - OPTIONAL - TBD**

The proposed conditions modeling and mapping shall be revised, to reflect as-built conditions. CONSULTANT shall prepare a LOMR application package for the San Jose

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Creek multipurpose path, Northern Segment. The LOMR package will include copies of the hydraulic model input and output, completed FEMA application forms, LOMR report, floodplain work map(s), and annotated DFIRM panel(s) showing the revised floodplains.

- **Deliverables:**
  - LOMR application package

- **Task 3.1.12: LOMR Follow-up: San Jose Creek Multipurpose Path (Northern Segment) - OPTIONAL - TBD**

CONSULTANT shall coordinate with the CITY regarding the LOMR, including addressing written comments on the submittal. FEMA's Online LOMC website will be used to electronically submit the LOMR application to FEMA after it has been approved by the CITY. CONSULTANT and will respond to FEMA comments on the LOMR application.

Public notice and/or individual property owner notification will be required by FEMA. A template will be prepared for the public notice and/or notification letter to be sent out to the community. A list of affected parcels will also be prepared.

- **Deliverables:**
  - List of affected parcels and a template for the public notice and/or notification letter

- **Task 3.2: Scour and Bank Protection Analysis and Memorandum (Southern and Northern Segments)**

CONSULTANT shall complete calculations to determine the need for bank protection. If bank protection is required, parameters will be provided according to the FHWA publication HEC-23.

- **Deliverables:**
  - Technical Memorandum documenting rock riprap locations.

- **Task 3.3: Drainage Report (Southern and Northern Segments)**

CONSULTANT shall review the available data and prepare design calculations to assess the capacity of the existing drainage systems. CONSULTANT shall prepare the Drainage Report, which will include calculations to assess the need for drainage improvements. The results and design recommendations will be summarized in the Drainage Report. The report is expected to include the following:

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- Evaluation of the existing conditions, including:
  - Evaluation of the existing conditions
  - Unusual and special conditions
  - Drainage mapping
  - Proposed systems

CONSULTANT shall also conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site.

- **Deliverables:**
  - Draft Drainage Report (PDF)
  - Draft Final Drainage Report (PDF)
  - Final Drainage Report (PDF and 3 hard copies)

- **Task 3.4: Storm Water Data Report – Short Form (SWDR) (Southern Segment)**

CONSULTANT shall prepare a Stormwater Data Report Short Form summarizing the Project impacts to water quality and recommended BMPs. CONSULTANT shall propose the permanent stormwater treatment BMPs. The report will be based on the PA&ED-level report and will be updated with the development of the PS&E. CONSULTANT shall perform detailed calculations to complete the design and detail of treatment BMPs.

- **Deliverables:**
  - Draft Stormwater Data Report (PDF)
  - Draft Final Stormwater Data Report (PDF)
  - Final Stormwater Data Report (PDF and 3 hard copies)

- **Task 3.5: Geotechnical Engineering Study**

Based upon finding during the PA&ED phase of this project, CONSULTANT proposes the following scope of services, which will generally include a field exploration, laboratory testing program, analyses, and report preparation. The proposed scope of work will include the following tasks:

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- **Task 3.5.1: Mobilization, Research and Data Collection (Southern and Northern Segments)**

Mobilization will include project set up, staff briefing, checking site accessibility, boring layout, clearance of utilities, and permitting. A preliminary map of proposed exploratory boring locations will be provided to the project team, prior to drilling. A field meeting will be arranged with the design team to confirm boring locations. Prior to the field meeting, CONSULTANT shall notify Underground Service Alert (USA) to arrange for marking of underground utilities within pertinent public rights-of-way and utility easements.

CONSULTANT shall obtain an encroachment permit from Caltrans to perform work along SR-217. It is assumed the CITY will not require additional permits. Borings will be in the shoulder to the extent possible; however, the use of temporary traffic control is anticipated.

- **Task 3.5.2: Field Exploration Activities & Subsurface Investigation (Southern and Northern Segments)**

The proposed boring program for the Southern Segment will include five deep borings ranging 60 to 100 feet. Three (3) shallow borings to 5 feet for collection bulk soil samples for R-value testing. These explorations will provide an evaluation of subsurface soil conditions for the proposed improvements. The boring locations will depend upon the available access. It is anticipated using a truck mounted drill rig for borings. Due to the needed depths of borings, portable equipment may not be feasible. Temporary traffic control is expected for the proposed borings on State Route 217 and South Kellogg Ave.

The proposed boring program for the Northern Segment will include three borings and two CPTs to 60 feet. Two (2) shallow borings to 5 feet will drilled by a hand-auger for collection bulk soil samples for R-value testing. These explorations will provide an evaluation of subsurface soil conditions for the proposed improvements. The boring locations will depend upon the available access. Due to the needed depths of borings, portable equipment may not be feasible. Temporary traffic control is expected for the proposed borings on Calle Real. The remaining shallow borings and CPTs do not require traffic control.

CONSULTANT shall classify and continuously log subsurface soil conditions encountered in test borings at the time of drilling. Obtain "relatively undisturbed" samples of substrata from the soil borings. The soil borings will be drilled and capped in accordance with the permit requirements. Generally, the borings are required to be backfilled with cement grout. The cuttings will be drummed and hauled from the site.

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- **Task 3.5.3: Laboratory Testing (Southern and Northern Segments)**

Laboratory tests shall be performed on selected soil samples to evaluate pertinent geotechnical engineering properties for design. Laboratory tests anticipated include moisture density, R-value, unconfined compression, gradation analyses, corrosion tests and Plasticity Index test.

- **Task 3.5.4: Engineering Analyses (Southern and Northern Segments)**

CONSULTANT shall perform engineering analyses and develop design recommendations for the retaining walls and the multipurpose path. This will be based on the field and laboratory data. The wall types are not finalized at this time, however, soldier pile and lagging, tie-back system or conventional cast-in-place walls could be considered.

- **Task 3.5.5: ADL and Lead Base Paint Testing and Report (Southern and Northern Segments)**

CONSULTANT shall prepare ADL and Lead base paint testing for the Southern Segment and document findings in a report.

CONSULTANT shall prepare ADL testing for the Northern Segment and document findings in a report.

- **Deliverables:**
  - ADL and Lead Base Paint Testing Report for the Southern Segment
  - ADL Testing Report for the Northern Segment

- **Task 3.5.6: Draft Geotechnical Report (Southern and Northern Segments)**

CONSULTANT shall prepare preliminary recommendations for the proposed pedestrian overcrossing foundations, retaining walls and pavement sections for the Southern Segment. Caltrans design guidelines will be referred to in the preparation of this report. One report will be submitted combining the required geotechnical recommendations for project elements.

CONSULTANT shall also prepare preliminary recommendations for the proposed retaining walls and pavement sections for the Northern Segment. Caltrans design guidelines will be referred to in the preparation of this report. One report will be submitted combining the required geotechnical recommendations for project elements.

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- **Task 3.5.7: Final Geotechnical Report (Southern and Northern Segments)**

CONSULTANT shall prepare a final report including design recommendations for the pedestrian overcrossing foundations, retaining walls and pavement sections based on review comments and updates after the draft report preparation pertaining to the Southern Segment.

CONSULTANT shall also prepare final report including design recommendations for retaining walls and pavement sections based on review comments and updates after the draft report preparation pertaining to the Northern Segment.

- **Deliverables:**
  - Draft Foundation Report (One for the Southern Segment and One for the Northern Segment) PDF
  - Final Foundation Report (One for the Southern Segment and One for the Northern Segment) PDF

- **Task 3.6: Traffic Management Plan (TMP) (Southern and Northern Segments)**

CONSULTANT shall prepare a Traffic Management Plan for the project in accordance with Caltrans guidelines and CITY circulation requirements. CONSULTANT shall coordinate with CITY, Caltrans and UPRR. Prior to developing the TMP, an initial meeting will be set up with Caltrans, UPRR and local agencies to receive concurrence on special criteria. Lane closure charts will be coordinated and obtained from Caltrans Transportation Management Division.

- **Deliverables:**
  - Administrative Draft TMP PDF
  - Draft TMP PDF
  - Response matrix to review comments
  - Final TMP PDF
  - UPRR preliminary design documents

- **Task 3.7: Storm Water Pollution Prevention Plan (SWPP)**
- CONSULTANT shall prepare a storm water pollution prevention plan to be submitted to the CITY. This is considered an initial SWPPP to obtain a Waste Discharge Identification (WDID) Number for the City. Since the City of Goleta is the legally responsible local agency, the City will add the Dewberry representative to SMARTS. The SWPPP includes applicable appendices.

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- **Deliverables:**
  - Storm Water Pollution Prevention Plan

- **Task 4: Utility Coordination (Southern and Northern Segments)**

- **Task 4.1: Conflict Mapping (Southern and Northern Segments)**

CONSULTANT shall prepare conflict mapping ("B" Plans) and a "B" Letter for CITY review. Conflict mapping will be sent to the utility company showing the individual company's facilities, marked in its corresponding color, and showing the anticipated utility conflicts.

The utility company is requested to respond within 30 days of receipt of the letter and to initiate relocation design. The utility company will be requested to provide relocation plans to resolve conflicts and an opinion of probable construction cost estimate of the relocation.

CONSULTANT shall work with the CITY to finalize utility agreements and certifications to satisfy federal funding requirements. This task includes reviewing relocation agreements for proper charges and fees and negotiating to correct advances, refunds and reimbursements. Final utility agreements will be included in the Right of Way Certification package.

CONSULTANT shall work with the CITY and Caltrans to prepare and submit the Project Engineer's Certification of Utility Facilities to satisfy Caltrans federal funding requirements. This task includes reviewing utility company designs. Utility design is to follow the State Policy on High and Low Priority Underground Facilities. Certification documents will be prepared per Appendix LL of the Caltrans Project Development Procedures Manual.

When the relocation plans are received, CONSULTANT shall check the utility company relocation design against the latest project plans for conflicts. CONSULTANT shall send Final Plans ("C" Plans) and Notice to Owner (Caltrans Exhibit 14-d in the Local Assistance Procedures Manual) directing each facility to initiate relocation construction. CONSULTANT shall coordinate and prepare utility certification documents.

- **Deliverables:**
  - Utility Conflict Mapping
  - Request for Relocation Plans Package (Utility Letter "B") PDF
  - Final Plans (Utility Letter "C") along with a Notice to Owner PDF

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- Right of Way Certification

- **Task 4.2: Relocation Coordination (Southern and Middle Extent)**

CONSULTANT will work with the CITY to finalize utility agreements and certifications to satisfy federal funding requirements. This task includes reviewing relocation agreements for proper charges and fees and negotiating to correct advances, refunds and reimbursements. Final utility agreements will be included in the Right of Way Certification package.
CONSULTANT will work with the CITY and Caltrans to prepare and submit the Project Engineer's Certification of Utility Facilities to satisfy Caltrans federal funding requirements. This task includes reviewing utility company designs. Utility design is to follow the State Policy on High and Low Priority Underground Facilities. Certification documents will be prepared per Appendix LL of the Caltrans Project Development Procedures Manual.

When the relocation plans are received, CONSULTANT will check the utility company relocation design against the latest project plans for conflicts. CONSULTANT will send Final Plans ("C" Plans) and Notice to Owner (Caltrans Exhibit 14-d in the Local Assistance Procedures Manual) directing each facility to initiate relocation construction. CONSULTANT will coordinate and prepare utility certification documents.

- **Deliverables:**
- Utility Conflict Mapping
- Request for Relocation Plans Package (Utility Letter "B") PDF
- Final Plans (Utility Letter "C") along with a Notice to Owner PDF
- Right of Way Certification

- **Task 5: Right of Way Services**

- **Task 5.1: Right of Way Requirements Map (Southern and Northern Segments)**

CONSULTANT shall prepare a map showing the right of way requirements for the project alignment. The right of way requirement map will provide enough detail to support the right of way acquisition activities and will define property acquisition/easement areas required for the project.

- **Deliverables:**
  - Right of Way Requirements Map PDF

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- **Task 5.2: Property Owner Exhibits (Appraisal Maps) (Southern and Northern Segments)**

After the required acquisitions and easements are established, CONSULTANT shall prepare an Appraisal Map to assist the right of way agent in obtaining appraisals for the affected properties. The appraisal map will describe the parcel, APN, and owner information, the area of right of way being acquired for both fee and easement acquisitions. Up to thirteen (13) property owner exhibits are included this scope of services, four (4) for the Southern Segment and nine (9) for the Northern Segment.

- **Deliverables:**
  - Individual Property Owner Exhibits PDF

- **Task 5.3: Appraisal Services (Northern and Southern Segments)**

CONSULTANT shall review title information pertaining to respective ownerships and will review drawings and other pertinent information relative to the parcel and prepare respective appraisals for this project. CONSULTANT shall inspect property personally with the owner (if possible) and document the inspection with photographs for use in the appraisal report. CONSULTANT shall prepare a narrative appraisal report that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) and the Code of Ethics of the Appraisal Institute and Caltrans Right of Way Manual. The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports.

- **Deliverables:**
  - Appraisal Reports (For up to 10 parcels) – 2 for the Southern Segment and 8 for the Northern Segment - PDF

- **Task 5.3a: Appraisal Services (UPRR Appraisal)**

CONSULTANT shall provide revised appraisal for UPRR based on changed plans and legal descriptions. CONSULTANT shall review title information pertaining to respective ownerships and will review drawings and other pertinent information relative to the parcel.

- **Deliverables:**
  - Revised Appraisal Report (UPRR) - PDF

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- **Task 5.4: Appraisal Review Services (Northern and Southern Segments)**

CONSULTANT shall review appraisals in conformance with USPAP. CONSULTANT shall conduct a review of the appropriateness of the methodology, the accuracy of the data and the application of the approaches to value used in the appraisal. Refer to the correct edition of the Uniform Standards of Professional Appraisal Practice (USPAP) and the Caltrans Right of Way Manual, as applicable. Provide report comments and interface with the real property appraiser regarding concerns and/or request report changes for report compliance. Proofread and check for mathematical correctness.

- **Deliverables:**
  - Appraisal Reports Review (for up to 10 parcels)– 2 for the Southern Segment and 8 for the Northern Segment - PDF

- **Task 5.4a: Appraisal Review Services (UPRR Appraisal)**

CONSULTANT shall review revised appraisal for UPRR property in conformance with USPAP. CONSULTANT shall conduct a review of the appropriateness of the methodology, the accuracy of the data and the application of the approaches to value used in the appraisal. Refer to the correct edition of the Uniform Standards of Professional Appraisal Practice (USPAP) and the Caltrans Right of Way Manual, as applicable. CONSULTANT shall provide report comments and interface with the real property appraiser regarding concerns and/or request report changes for report compliance as well as proofread and check for mathematical correctness.

- **Deliverables:**
  - Revised Appraisal Report Review (UPRR) - PDF

- **Task 5.5: Acquisition Services (Northern and Southern Segments)**

CONSULTANT shall prepare offer packages for owner. Offer packages will include an offer letter, Appraisal Summary Statement, proposed Right of Way Agreement and Deed. These documents shall be presented to the CITY for review and pre-approval prior to presenting offers to property owners. After offer presentation, agreements with owner shall be pursued to finalize the right of way transfers. The work shall include agreement execution, deed notarization, escrow coordination, closing, deed recordation, title insurance issuance and funds distribution.

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- **Task 5.6: Right of Way Data Sheets and Certification Documents (Northern and Southern Segments)**

CONSULTANT shall prepare a Right of Way Data Sheet. Right of Way Data Sheets will conform to the Caltrans Right of Way Manual. CONSULTANT shall coordinate and prepare Right of Way Certification documents.

- **Task 6: Structure Type Selection**

- **Task 6.1: Type Selection Report (Southern and Northern Segments)**

CONSULTANT shall prepare a Type Selection Report to summarize the options considered during the PA&ED phase, and make a recommendation in regard to the selected structure type for the pedestrian tunnel beneath SR 217, bridge crossing over San Jose Creek and retaining wall between the proposed multipurpose path and SR 217. The Type Selection Report will also make a recommendation regarding the selected retaining wall types for the walls along San Jose Creek underneath the US 101 bridge and wall types for the walls between US 101 and Calle Real. The type selection report will include discussion of the geotechnical studies, seismic criteria, hydraulic requirements (where required), aesthetic requirements, and will consider environmental, right-of-way, constructability, and construction cost impacts. The format and content for the type selection report will follow Caltrans Bridge Memos to Designers 1-29.

The Type Selection Report will include a General Plan for the preferred alternative and General Plan cost estimates for the structures and wall alternatives considered.

- **Deliverables:**
  - Fourteen (14) hard copies of Type Selection Report
  - Two (2) hard copies of Draft Foundation Plan
  - Two (2) hard copies of Draft Final Hydraulics Report
  - Four (4) hard copies of Preliminary Foundation Report
  - One (1) electronic copy of Preliminary Foundation Report

- **Task 6.2: Type Selection Meeting (Southern and Northern Segments)**

CONSULTANT shall attend one Type Selection Meeting with the CITY and Caltrans staff to obtain official approval of the bridge and retaining wall within Caltrans right-of-way.

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- **Task 6.3: Post Type Selection Meeting (Southern and Northern Segments)**

CONSULTANT shall incorporate comments received on the type selection report and from the type selection meeting into the final type selection report. This task includes updating the Bridge General Plan, Foundation Plan and Engineer's opinion of probable costs for the preferred bridges and retaining walls based on comments received.

The chosen structure and wall alternative, once reviewed and approved by the CITY and Caltrans, will be the basis for the final design of the bridges and retaining walls.

- **Deliverables:**
  - Fourteen (14) hard copies of Type Selection Review Meeting Summary
  - Four (4) hard copies of Updated General Plan Estimate
  - Thirty (30) hard copies of Updated General Plans for structures within Caltrans Right of Way

- **Task 6.4: UPRR Preliminary Structures Submittal**

CONSULTANT shall prepare and submit the following submittals to UPRR for the retaining walls within the UPRR right of way to obtain approval from UPRR:

- **Task 6.4.1: UPRR Concept Plans**

CONSULTANT shall submit the APS's to UPRR to obtain approval of the proposed improvements within UPRR right of way.

- **Task 6.4.2: UPRR 30% Submittal**

Upon approval of the concept plans and completion of the 35% structure design, CONSULTANT shall submit the 30% submittal package to UPRR for approval.

- **Task 6.4.3: UPRR 100% Submittal**

Upon approval of the 30% submittal package by UPRR and 90% PS&E package, CONSULTANT shall submit the 100% design package to UPRR for approval.

- **Deliverables:**
  - Fourteen (14) hard copies of Type Selection Review Meeting Summary
  - Four (4) hard copies of Updated General Plan Estimate
  - Thirty (30) hard copies of Updated General Plans for structures within Caltrans Right of Way
  - UPRR Concept Plans Four (4) hard copies and PDF

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- UPRR 30% Submittal Four (4) hard copies and PDF
- UPRR 100% Submittal Four (4) hard copies and PDF

- **Task 7: 60% Design**

This task resolves and incorporates preliminary review comments made for the project included in the 60% PS&E. The purpose of this 60% task is to have a design that is detailed enough to meet the following key objectives:

- Facilitate Stakeholder Coordination
- Determine right of way requirements
- Submit documents for environmental permitting
- Develop a good opinion of probable construction cost
- Submittals for inclusion with Caltrans SR 217 and US 101 Bridge Replacement projects

CONSULTANT shall meet with the CITY, Caltrans and UPRR to resolve comments received from the preliminary submittal to be addressed in this design phase on the portions of the project included in the 60% PS&E. CONSULTANT shall coordinate with the CITY and Caltrans to perform constructability review and participate in a meeting to discuss findings. Resolved independent constructability review comments will be incorporated into 60% plans prior to submittal to Caltrans. CONSULTANT shall meet with District safety reviewers and coordinators to incorporate safety comments early in the process. Official Safety Review Committee meeting typically occurs at 95% design.

The portions of the project to be included in the development of the 60% PS&E are as follows:

For the Southern Segment design, the multipurpose path improvements to be constructed within State right of way and with the SR217 bridge replacement project include the culvert under SR217, retaining wall on west side of SR217 and multipurpose path within the limits of the SR217 bridge replacement project and tie-in area to the north, as necessary. Signed plans specifications and estimate for these items will be provided to Caltrans for inclusion into the SR217 bridge replacement bid package.

For the Northern Segment design, the multipurpose path improvements to be constructed within State right of way and with the US 101 bridge replacement project include walls and multipurpose path riding surface. The design and details for these items will be provided to Caltrans for inclusion into the US 101 bridge replacement bid package. The tie-in areas immediately to the north and south will also be considered. The Caltrans submittal will exclude the areas outside of the Caltrans bridge project limits as well as bike path railings, fences, signs, and other multipurpose path elements.

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The portions of the project outside of the segments described above will be developed to 40% design. Plan sheets will be produced for these areas but will not have the detail specified for the 60% design as described under Task 7.2. The purpose of the 40% design is to have a design that is detailed enough to meet the following key objectives:

- Facilitate Stakeholder Coordination
- Determine right of way requirements
- Submit documents for environmental permitting
- Develop a good opinion of probable construction cost

60% design and final design for these portions of the project will take place in Phase II or the Final Design phase of the project.

- **Task 7.1: Design Standard Decision Documents (Design Exceptions) (Southern and Northern Segments)**

Caltrans approval is required for design exception to the Caltrans Highway Design Manual. Exceptions to Caltrans standards that have been identified in Design Standard Decision Documents (DSDD) at PA&ED phase will be verified, and additional exceptions will be addressed. CONSULTANT shall prepare a supplemental DSDD.

For approval of the geometrics and DSDD, design resolution meetings (up to 3) are anticipated. Plans will be distributed to the parties for the typical reviews and subsequently CONSULTANT and key decision-makers will meet to discuss issues. Prior to adjourning the meetings, a plan and schedule will be developed to address issues left outstanding.

- **Task 7.2: 60% Multipurpose Path Plans (Southern and Northern Segments)**

Building upon the comments received from the preliminary submittal and on the input from the CITY, Caltrans and UPRR made for the portions of the project included in the 60% PS&E CONSULTANT shall prepare the design plans. The plans will include physical definition of alignments, multipurpose path dimensions, typical sections, profiles, access control, right of way, design designations, control data, and retaining wall and culvert locations, cut and fill limits, preliminary striping, conform locations and impacts to adjacent properties and facilities.

The plans will provide the basis to finalize the design layout sheets and roadway geometry such that right of way needs, major utility relocations, preliminary opinion of probable construction costs and permit requirements for the project can be identified early in the process. Some of the issues that will be considered in transitioning to the final design are:

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- Compliance with ADA requirements
- Staging and traffic handling (Constructability)
- Coordination with Caltrans design team of the SR217 and US 101 bridge replacement projects
- Pavement Structural Sections
- Retaining wall locations
- Identification of environmental constraints
- Identification of required/expected permits
- Right of way requirements
- Utilities identified

CONSULTANT shall develop initial design cross sections. Design cross sections will not be part of the official plan set but will be submitted to the CITY and Caltrans for review.

The following sheets are anticipated in this task:

Sheet Name	60% Sheets (Southern Segment)	60% Sheets (Northern Segment)	Scale *
Title Sheet	1	1	None
Typical Cross Sections (X)	4	4	None
Key Map & Line Index (K)	1	1	None
Project Control	1	1	1”=200’
Layout (L)	10	5	1”=20’
Profile (P)	10	5	H:1”=20’ V:1”=5’
Construction Details (C)	5	5	1”=10’
Temp Water Pollution Control Plan (WPC)	10	5	1”=50’
Temp Water Pollution Control Details (WPCD)	2	2	None
Temp Water Pollution Control Quantities (WPCQ)	2	2	N/A
Contour Grading (G)	10	5	1”=20’
Drainage Plans (D)	10	5	1”=20’
Drainage Profiles (DP)	10	5	H:1”=20’ V:1”=5’
Drainage Details (DD)		3	3
Drainage Quantities (DQ)	5	5	None

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Sheet Name	60% Sheets (Southern Segment)	60% Sheets (Northern Segment)	Scale *
Construction Area Signs (CS)	1	1	1”=200’
Stage Construction (SC)	4	4	1”=50’
Stage Construction and Traffic Handling Plan (SC)	20	5	1”=20’
Stage Construction Details (SCD)	2	1	1”=10’
Stage Construction Quantities (SCQ)	2	1	N/A
Detour Plans (DE)	4	N/A	H:1”=20’ V:1”=5’
Erosion Control Legend (ECL)	1	1	N/A
Erosion Control Plans (EC)	10	5	1”=20’
Erosion Control Details (ECD)	2	2	1”=10’/None
Erosion Control Quantities (ECQ)	1	1	N/A
Pavement Delineation Plans (PD)	10	5	1”=20’
Pavement Delineation Details (PDD)	2	2	None
Pavement Delineation Quantities (PDQ)	3	3	N/A
Signing Plans (S)	10	5	1”=20’
Sign Details (SD)	2	2	None
Sign Quantities (SQ)	1	1	N/A
Summary of Quantities (Q)	4	4	N/A
Lighting Plan Culvert (E)	1	N/A	1”=40”
Lighting Plan S. Kellogg Ave (E)	1	N/A	1”=40’
Lighting Pedestrian Bridge - OPTIONAL (E)	1	N/A	1”=40’
Lighting Plan (UPRR and US101)	N/A	3	1”=40”
Rectangular Rapid Flashing Beacon (RRFB) Plan (E)	1	N/A	1”=20’
Variable Message Sign (VMS) Plan (E)	1	1	1”=20’
Electrical Quantity Sheets	1	1	N/A
Electrical Notes and Detail Sheets	1	1	N/A
Total	**170**	**103**	

** Scale of multipurpose path plan improvements to be included with the Caltrans US 101 and 217 Bridge Replacement Projects over San Jose Creek, will be coordinated with the Caltrans Design Teams.*

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Prior to submittal, CONSULTANT shall combine roadway PS&E documents with the structures PS&E documents.

- **Task 7.3 Lighting and Signal Design**

- **Task 7.3.1: Safety Lighting and RRFB Design (Southern and Northern Segments)**

CONSULTANT shall prepare the design of safety lighting at the locations listed below and the inclusion of a proposed Rectangular Rapid Flashing Beacon (RRFB) at the location described below:

  - Culvert Safety Lighting
  - S. Kellogg Avenue Crossing and RRFB
  - Multipurpose Path lighting on both ends of UPRR and US 101 Overcrossing
  - Modification of existing street lighting system on Calle Real

The design will be developed using the latest City Standards and Caltrans Standard Plans and Specifications.

- **Task 7.3.2: Safety Lighting at Pedestrian Bridge Crossing (Southern Segment) – OPTIONAL - TBD**

CONSULTANT shall prepare the design of safety lighting for the pedestrian bridge crossing.
The design will be developed using the latest City Standards and Caltrans Standard Plans and Specifications.

- **Task 7.3.3: Variable Message Sign (VMA) (Southern and Northern Segments) – OPTIONAL - TBD**

CONSULTANT shall prepare Plans, Specs and Estimates for a proposed Variable Message Signs (VMS) for flood/fire waring at S. Kellogg Avenue crossing and at the location where the proposed multipurpose path reached Calle Real.

- **Task 7.4: 60% Structure Design (Southern and Northern Segments)**

The Bridge and Retaining Wall designs for the portions of the project included in the 60% PS&E will be in accordance with Caltrans Bridge Design Specifications and applicable sections of the Caltrans Bridge Memo to Designers and Bridge Design Aids manuals. Current CITY and Caltrans design standards will be used. Seismic design will be performed in accordance with the Seismic Design Criteria 2.0 dated April 2019.

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- **Task 7.5: 60% Structure Plans (Southern and Northern Segments)**

Detailing of plans will be in accordance with Caltrans Bridge Design Details Manual and City of Goleta Standards.

60% Structure plans will include developed retaining wall aesthetics as agreed upon at the preliminary design level for the portions of the project included in the 60% PS&E. It is anticipated that aesthetic treatment will be limited to standard formliner themes and will not require special corridor themes to be developed. The scope and fee are based on developing the following plan sheets:

	Sheet Name (Southern Segment)	Sheet Name (Northern Segment)
1	Project Plan No. 1	Project Plan No. 1
2	Index to Plans	Index to Plans
3	General Plan No. 1 - Pedestrian Tunnel	General Plan No. 1 - RW 104
4	General Plan No. 2 - Pedestrian Tunnel	General Plan No. 1 - RW 105
5	General Notes	General Plan No. 2 - RW 105
6	Foundation Plan	RW 105 - RW Details
7	Portal Entrance	General Plan No. 1 - RW 106
8	Portal Exit	General Plan No. 1 - RW 107
9	Wingwall Details	General Plan No. 1 - RW 108
10	Typical Section	General Plan No. 2 - RW 108
11	Section Details No. 1	General Plan No. 1 - RW 108A
12	Section Details No. 2	Foundation Plans
13	Section Details No. 3	General Plan No. 1 - RW 110
14	Lighting Details	General Plan No. 2 - RW 110
15	Drainage Details	General Plan No. 1 - RW 110A
16	Misc. Details	General Plan No. 1 - RW 110B
17	General Plan No. 1 - Retaining Wall	General Plan No. 1 - RW M111A
18	General Plan No. 2 - Retaining Wall	General Plan No. 2 - RW M111A
19	Foundation Plan	Foundation Plan - RW M111A
20	Retaining Wall Details	General Plan No. 1 - RW M111B
21	General Plan No. 1 - Ped Bridge	General Plan No. 2 - RW M111B
22	General Plan No. 2 - Ped Bridge	Foundation Plan - RW M111B
23	General Notes	General Plan No. 1 - RW C14A
24	Deck Contours	General Plan No. 2 - RW C14A
25	Foundation Plan	Foundation Plan - RW C14A

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	Sheet Name (Southern Segment)	Sheet Name (Northern Segment)
26	Abutment 1 Layout	General Plan No. 1 - RW C14B
27	Abutment 12 Layout	General Plan No. 2 - RW C14B
28	Abutment Details	Foundation Plan - RW C14B
29	Wingwall Details	General Plan No. 1 - RW C13A
30	Typical Bent Layout	General Plan No. 1 - RW C13B
31	Bent 5 Layout	Soldier Pile - General Notes
32	Bent 6 Layout	Soldier Pile Details No. 1
33	Bent Details No. 1	Soldier Pile Details No. 2
34	Bent Details No. 2	Soldier Pile Details No. 3
35	Closure Wall Details	Soldier Pile Details No. 4
36	Typical Section No. 1 - Concrete Slab	Pedestrian Rail Details No. 1
37	Typical Section No. 2 - Precast Girders	Pedestrian Rail Details No. 2
38	Concrete Slab Reinforcement	Architectural Details No. 1
39	Precast Girders	Architectural Details No. 2
40	Misc. Details	
41	Architectural Details No. 1	
42	Architectural Details No. 2	

- **Task 7.6: Constructability Review (Southern and Northern Segments)**

Using the Caltrans Constructability Review Checklist, CONSULTANT shall perform the constructability review on the portions of the project included in the 60% PS&E. Senior engineer experienced with design and construction will conduct the review. Comments will be incorporated in the plans, specifications and estimate.

- **Task 7.7: Structural Elements Design Check (Southern and Northern Segments)**

CONSULTANT shall perform an independent design check of the bridge, culvert and retaining wall plans for the portions of the project included in the 60% PS&E, in conformance with typical Caltrans bridge design procedures. The checker will provide a list of comments and a marked-up set of plans to the designer. Upon completion of design check, discrepancies between the design and checker will be reconciled and plans updated for preparation of quantities, estimate and specifications. The final design will reflect agreement between the two engineers.

- **Task 7.8: Special Provisions (Southern and Northern Segments)**

Draft outline technical special provisions will be prepared on the portions of the project included in the 60% PS&E for project elements within the scope of work per Caltrans

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Standard Special Provisions, with modifications to coordinate with local agency Special Provisions. Boilerplate information for the specifications will be provided by the CITY for subsequent submittals.

- **Task 7.9: Opinion of Probable Construction Cost (Southern and Northern Segments)**

This opinion of probable construction cost will be based on quantity take-off calculations and unit cost information for items listed on the portions of the project included in the 60% PS&E. The unit cost data will be based on past relevant experience with similar projects; including current local agency cost data, latest version of Caltrans Contract Cost Data and recent bid summaries. The opinion of probable construction cost at this phase will be in bid item format with 10% to 15% contingency.

- **Deliverables:**
  - Full size plans (City = 5 hard copies; Caltrans = 20 hard copies)
  - Half size plans (City = 5 hard copies; Caltrans = 20 hard copies)
  - Technical Special Provisions (City = 5 hard copies; Caltrans = 5 copies)
  - Opinion of Probable Construction Cost (City = 5 hard copies; Caltrans = 5 hard copies)
  - Electronic copy on CD
  - Submittals for inclusion with Caltrans SR 217 and US 101 Bridge Replacement projects

- **Task 8: Permit Support**

CONSULTANT shall coordinate and prepare permit applications for the project. CONSULTANT shall provide coordination and support to obtain permit approval. Support includes attending meetings, field-visits, update to applications, preparation of additional exhibits and plan updates, specification revision, and development of mitigation planting conceptual plan. The following permits are anticipated to be required.

- **Task 8.1: Nationwide Permit Verification – Clean Water Act, Section 404 – (Northern and Southern Segments)**

CONSULTANT shall work with the City to schedule a pre-application meeting with the US Army Corps of Engineers (Corps) regarding the Nationwide Permit (NWP). After the pre-application meeting, CONSULTANT shall prepare a Preconstruction Notification (PCN) to submit to the Corps that details impacts and conceptual mitigation measures or a mitigation plan. The application package will include the Aquatic Resources Delineation Report previously prepared for the CEQA/NEPA process, and the Biological

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Opinion obtained from the US Fish and Wildlife Service (USFWS) during the CEQA/NEPA process. The PCN ultimately requests verification that the project can be authorized using the specified NWP(s). CONSULTANT shall also submit the Aquatic Resources Delineation and request concurrence by the Corps.

- **Task 8.2: Water Quality Certification – Clean Water Act, Section 401(Northern and Southern Segments)**

CONSULTANT shall prepare an application package for submittal to the Regional Water Quality Control Board (RWQCB). The application package will include an analysis of the impacts to waters of the State associated with the project. A processing fee must be included with the submittal (to be provided by the CITY; the amount to be determined during application preparation).

- **Task 8.3: Streambed Alteration Agreement – Fish and Game Code, Section 1602 (Northern and Southern Segments)**

CONSULTANT shall prepare a Lake and Streambed Alteration Agreement application package for submittal to California Department of Fish and Wildlife (CDFW). This application package will include a summary of impacts to the CDFW jurisdiction associated with the project. It will also include a restoration plan which will be included as mitigation for impacts to riparian habitat. The application package will also include a bio-acoustical analysis for in-water special status species; this analysis will assess the use of pile-driving activities in saturated soils to determine effects on special status species within San Jose Creek. CONSULTANT shall assist the CITY in negotiating mitigation and will prepare a conceptual planting plan. A processing fee must be included with the submittal (to be provided by the CITY; the amount to be determined during application preparation).

- **Task 8.4: Consolidated Coastal Development Permit – Santa Barbara County and Coastal Commission (Southern Extent)**

CONSULTANT shall coordinate with Santa Barbara County to obtain a letter concurrence to complete a Consolidated Coastal Development Permit. CONSULTANT shall prepare the permit application packages for submittal to the County. A combined Coastal Development Permit application will be submitted to the California Coastal Commission that covers the County.

CONSULTANT shall prepare correspondence and exhibits to communicate and coordinate proposed improvements with the California Coastal Commission to assist the CITY in obtaining the permit.

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- **Task 9: 95% PS&E*-**

This task resolves and incorporates 60% review comments. Additional details and information shall be added. For the portion of the multipurpose path to be constructed by Caltrans, CONSULTANT shall coordinate review/comment cycles with the Caltrans Office Engineer (OE) as part of the Log-in process. This task includes conducting an official safety review with Caltrans Safety Review Committee and incorporating review comments into 100% PS&E.

CONSULTANT shall develop design cross sections. Design cross sections will not be part of the official plan set but will be submitted to the CITY and Caltrans for review.

- **Task 9.1: 95% Multipurpose Path Plans (Southern and Northern Segments)**

The following sheets are anticipated for this task:

Sheet Name	95% Sheets (Southern Segment)	95% Sheets (Northern Segment)	Scale *
Title Sheet	1	1	None
Typical Cross Sections (X)	4	4	None
Key Map & Line Index (K)	1	1	None
Project Control	1	1	1”=200’
Layout (L)	10	5	1”=20’
Profile (P)	10	5	H:1”=20’ V:1”=5’
Construction Details (C)	5	5	1”=10’
Temp Water Pollution Control Plan (WPC)	10	5	1”=50’
Temp Water Pollution Control Details (WPCD)	2	2	None
Temp Water Pollution Control Quantities (WPCQ)	2	2	N/A
Contour Grading (G)	10	5	1”=20’
Drainage Plans (D)	10	5	1”=20’
Drainage Profiles (DP)	10	5	H:1”=20’ V:1”=5’
Drainage Details (DD)	3	3	None
Drainage Quantities (DQ)	5	5	None
Construction Area Signs (CS)	1	1	1”=200’
Stage Construction (SC)	4	4	1”=50’

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Sheet Name	95% Sheets (Southern Segment)	95% Sheets (Northern Segment)	Scale *
Stage Construction and Traffic Handling Plan (SC)	20	5	1”=20’
Stage Construction Details (SCD)	2	1	1”=10’
Stage Construction Quantities (SCQ)	2	1	N/A
Detour Plans (DE)	4	N/A	H:1”=20’ V:1”=5’
Erosion Control Legend (ECL)	1	1	N/A
Erosion Control Plans (EC)	10	5	1”=20’
Erosion Control Details (ECD)	2	2	1”=10’/None
Erosion Control Quantities (ECQ)	1	1	N/A
Pavement Delineation Plans (PD)	10	5	1”=20’
Pavement Delineation Details (PDD)	2	2	None
Pavement Delineation Quantities (PDQ)	3	3	N/A
Signing Plans (S)	10	5	1”=20’
Sign Details (SD)	2	2	None
Sign Quantities (SQ)	1	1	N/A
Summary of Quantities (Q)	4	4	N/A
Lighting Plan Culvert (E)	1	N/A	1”=40”
Lighting Plan S. Kellogg Ave (E)	1	N/A	1”=40’
Lighting Pedestrian Bridge - OPTIONAL (E)	1	N/A	1”=40’
Lighting Plan (US101)	N/A	3	1”=40”
Rectangular Rapid Flashing Beacon (RRFB) Plan (E)	1	N/A	1”=20’
Variable Message Sign (VMS) Plan (E)	1	1	1”=20’
Electrical Quantity Sheets	1	1	N/A
Electrical Notes and Detail Sheets	1	1	N/A
Total	**170**	**103**	

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** Scale of multipurpose path plan improvements to be included with the Caltrans US 101 and 217 Bridge Replacement Projects over San Jose Creek, will be coordinated with the Caltrans Design Teams.*

Prior to submittal, CONSULTANT shall combine roadway PS&E documents with the structures PS&E documents.

- **Task 9.2: 95% Structure Plans (Southern and Northern Segments)**

The 95% PS&E design phase will have a separate QC design team perform independent structural and quantity calculations, and conduct an independent check of the structural plans, opinion of probable construction cost, working day schedule, and specifications. The check will include an interdisciplinary review of the project documents to coordinate design properly. In the 95% PS&E design phase, review comments will be addressed on the portions of the project included in the 95% PS&E, and outstanding design issues will be finalized. 95% plans, technical specifications and opinion of probable construction cost will be prepared. Design activities will be completed. The PS&E package will be prepared for review. Tasks include:

- Address 60% Submittal Comments
- CONSULTANT shall coordinate with CITY and Caltrans.
- Prepare Independent Check Calculations
- Independently Check Plans and Details
- Independently Check of Draft Structure Specifications
- Reconcile Design with Independent Check
- Update Plans and Details to reflect Independent Check comments
- Prepare Independent Check Quantity Calculations
- Reconcile Design Quantities with Independent Check Quantities
- Independently check, reconcile, and update Working Day Schedule
- Update Opinion of Probable Construction Cost
- Submit 95% PS&E

The 95% Structure Plan sheets and total count are anticipated to be the same as for the 60% submittal.

- **Task 9.3: Constructability Review (Southern and Northern Segments)**

Using the Caltrans Constructability Review Checklist, CONSULTANT shall perform the constructability review on the portions of the project included in the 95% PS&E. Senior engineer experienced with design and construction will conduct the review.

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- **Task 9.4: Updated Special Provisions (Southern and Northern Segments)**

Updated technical provisions will be prepared for project elements on the portions of the project included in the 95% PS&E within the scope of work per Caltrans Standard Special Provisions, with modifications to coordinate with local agency Special Provisions.

- **Task9.5: Updated Opinion of Probable Construction Cost (Southern and Northern Segments)**

This task updates the 60% opinion of probable construction cost for the portions of the project included in the 95% PS&E based on updated quantity take-off calculations for items listed. The opinion of probable construction cost at this phase will be in bid item format with 10% contingency.

- **Deliverables:**
  - Full size plans (City = 5 hard copies; Caltrans = 20 hard copies)
  - Half size plans (City = 5 hard copies; Caltrans = 20 hard copies)
  - Special Provisions (City = 5 hard copies; Caltrans = 5 copies)
  - Opinion of Probable Construction Cost (City = 5 hard copies; Caltrans = 5 hard copies)
  - Design Cross Sections (Electronic)
  - Electronic copy on CD
  - Submittals for inclusion with Caltrans SR 217 and US 101 Bridge Replacement projects

- **Task 9.6 : Initial 90% PS&E**

Requested by Caltrans, CONSULTANT shall develop an additional submittal. Submittal includes plans, design cross sections, specifications, and opinion of probable construction cost for the Southern Segment.

- **Task 9.7: US 101 Separate PS&E (Northern Segment)**

CONSULTANT shall prepare separate plans and construction cost for work within the US 101 right of way for inclusion in the Caltrans US 101 Bridge Replacement Project. Plans include path and retaining wall design and details. Quantities and opinion of probable construction cost are included. Technical specification review to be completed. Coordination includes meetings with Caltrans Design, Hydraulics and Structure to incorporate the path design as part of the bridge project. Includes support to Caltrans during construction.

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- **Task 9.8: Calle Real Intersection Improvements**

CONSULTANT shall provide additional design to extend the path to the Calle Real/Kellogg intersection. Additional work includes update to intersection lighting and signals. To avoid utilities, the Calle Real intersection design will be revised. Quantities and opinion of probable construction cost will be revised to match plan changes.

- **Task 9.9: Batch Plant Wall**

CONSULTANT shall prepare a conceptual wall design and conceptual opinion of probable construction cost for CITY review. The wall would separate the Northern Segment path from the batch plant.

- **Task 9.10: Mitigation Planting Plans**

CONSULTANT shall prepare updated mitigation planting plans to accommodate project mitigation requirements. In addition, CONSULTANT will prepare tree removal and planting plan exhibits for regulatory agency and Caltrans approval. CONULTANT shall review the Contractor Scope of Work for mitigation work prepared by Rincon and coordinate revisions.

- **Task 9.11: UPRR Separate PS&E**

CONSULTANT shall prepare separate (stand-alone) plans, specifications and estimate for the work within UPRR right of way. As required by UPRR, a steel canopy design will also be completed. CONSULTANT shall perform independent structural design and quantity calculations for the canopy, and conduct an independent check of the structural plans and technical specifications. Design work within UPRR right of way will be completely removed from the Northern Segment path plans. Includes response to CITY and UPRR review comments, multiple revisions to plans, technical specifications, and opinion of probable construction cost, and coordination with CITY and UPRR.

- **Task 9.12: Culvert CCO PS&E (Southern Segment)**

CONSULTANT shall prepare separate (stand-alone) plans, technical specifications, and opinion of probable construction cost for the culvert work within Caltrans SR 217 right of way. CONSULTANT shall conduct an independent check of the structural plans and specifications. The culvert is planned to be incorporated in the Caltrans SR 217 Bridge Replacement Project. New culvert design work will be removed from the Southern Segment path plans and the culvert will be shown to be constructed by others. Includes response to Caltrans review comments, Division of Structures submittals, multiple revisions to plans, technical specifications, opinion of probable construction cost, and coordination with CITY and Caltrans.

- **Deliverables:**
  - Full size plans (PDF)
  - Half size plans (PDF)

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- Technical Special Provisions (Word and PDF)
- Opinion of Probable Construction Cost (PDF)
- Design Cross Sections (PDF)
- Responses to Comments (if required) (PDF)

- **Task 10: 100% PS&E (Ready-To-List)**

This task resolves and incorporates 95% review comments. CONSULTANT shall coordinate with CITY and Caltrans. Details and information will be refined to complete the final PS&E documents. Final approval from agencies will be obtained during this phase of the work.

CONSULTANT shall update design cross sections. Design cross sections will not be part of the official plan set but will be submitted to the CITY and Caltrans for review.

- **Task 10.1: 100% Roadway Plans (Southern and Northern Segments)**

The 100% Roadway Plan sheets and total count are anticipated to be the same as for the 95% submittal.

- **Task 10.2: 100% Structure Plans (Southern and Northern Segments)**

The following tasks are included in this submittal:

- Address 95% Submittal comments on the portions of the project included in the 95% PS&E
- Independently check and reconcile changes from 95% Submittal
- Update calculations, independent calculations, quantity calculations, independent quantity calculations, opinion of probable construction cost and working day schedule
- Update plans, details and specifications
- Submit Draft 100% PS&E
- Address Draft 100% Submittal comments
- Submit Final PS&E

The 100% Structure Plan sheets and total count are anticipated to be the same as for the 95% submittal.

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- **Task 10.3: Special Provisions (Southern and Northern Segment)**

Updated technical provisions will be prepared for project elements within the scope of services per Caltrans Standard Special Provisions, with modifications to coordinate with local agency Special Provisions for the portions of the project included in the 100% PS&E.

- **Task 10.4: Opinion of Probable Construction Cost (Southern and Northern Segment)**

This task updates the 95% opinion of probable construction cost based on refined quantity take-off calculations for items listed for the portions of the project included in the 100% PS&E. The opinion of probable construction cost at this phase will be in bid item format with 5% contingency.

- **Task 10.5: Construction Schedule (Southern and Northern Segment)**

With input from the CITY and Caltrans, CONSULTANT shall prepare a preliminary critical path method (CPM) construction schedule for the portions of the project included in the 100% PS&E.

- **Deliverables:**
  - Full size plans (City = 5 hard copies; Caltrans = 20 hard copies)
  - Half size plans (City = 5 hard copies; Caltrans = 20 hard copies)
  - Special Provision (City = 5 hard copies; Caltrans = 5 copies)
  - Opinion of Probable Construction Cost (City = 5 hard copies; Caltrans = 5 hard copies)
  - Preliminary Construction Schedule (Electronic copy)
  - Design Cross Sections
  - Electronic copy on CD
  - Submittals for inclusion with Caltrans SR 217 and US 101 Bridge Replacement projects

- **Task 10.6: US 101 Separate PS&E (Northern Segment)**

CONSULTANT shall complete plans and opinion of probable construction cost for work within the US 101 right of way for inclusion in the Caltrans US 101 Bridge Replacement Project. Plans include path and retaining wall design and details. Quantities and opinion of probable construction cost are included. Coordination includes meetings with Caltrans Design, Hydraulics and Structure to incorporate the path design as part of the bridge project. Includes support to Caltrans during construction.

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- **Task 10.7: UPRR Separate PS&E**

CONSULTANT shall update plans, technical specifications, and opinion of probable construction cost for the work within UPRR right of way. The steel canopy design will also be updated. CONSULTANT shall perform independent structural design and quantity calculations for the canopy, and conduct an independent check of the structural plans and technical specifications. Design work within UPRR right of way will be completely removed from the Northern Segment path plans. Includes response to CITY and UPRR review comments, multiple revisions to plans, technical specifications, and opinion of probable construction cost, and coordination with CITY and UPRR.

- **Task 10.8: Culvert CCO PS&E (Southern Segment)**

CONSULTANT shall update plans, technical specifications, and opinion of probable construction cost for the culvert work within Caltrans SR 217 right of way. CONSULTANT shall conduct an independent check of the structural plans and specifications. The culvert is planned to be incorporated in the Caltrans SR 217 Bridge Replacement Project. New culvert design work will be removed from the Southern Segment path plans and the culvert will be shown to be constructed by others. Includes response to Caltrans review comments, Division of Structures submittals, multiple revisions to plans, technical specifications, and opinion of probable construction cost, and coordination with CITY and Caltrans. Includes update to opinion of probable construction cost for purpose of CITY/Caltrans Cooperative Agreement.

- **Task 10.9: Southern Segment Separate PS&E**

CONSULTANT shall prepare separate plans and opinion of probable construction cost for the Southern Segment work without the culvert work. The culvert will be shown to be constructed by others. Includes response to CITY and Caltrans review comments, Division of Structures submittal, update to technical specification and opinion of probable construction cost, and coordination with CITY and Caltrans.

Supplemental to culvert work, CONSULTANT shall update plans and opinion of probable construction cost for the Southern Segment work without retaining wall (RW19) work. The retaining wall will be shown to be constructed by others. Includes response to CITY and Caltrans review comments, Division of Structures submittal, update to technical specification and opinion of probable construction cost, and coordination with CITY and Caltrans.

- **Task 10.10: Northern Segment Separate PS&E**

CONSULTANT shall prepare separate plans and construction cost for the Northern Segment work without the work within UPRR right of way. Includes response to CITY and Caltrans review comments, update to technical specification and opinion of probable construction cost, and coordination with CITY and Caltrans.

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- **Deliverables:**
  - Full size plans (PDF)
  - Half size plans (PDF)
  - Technical Special Provisions (PDF and Word)
  - Opinion of Probable Construction Cost (PDF))
  - Design Cross Sections (PDF)
  - Responses to Comments (PDF)

- **Task 11: Final Bid Documents (Final PS&E) (Part of Ready-To-List) (Southern and Middle Extent)**

This task incorporates minor comments from the 100% review. Details and information will be refined to complete the final bid documents including plans, specifications and opinion of probable construction cost. Included in this final bid document package will be one set of stamped plans, a set of camera-ready project special provisions and a disk containing the electronic files for the project, special provisions and engineer's opinion of probable construction cost. Resident engineer and surveyor information will also be submitted at this stage. Final, stamped geotechnical and other engineering reports will be submitted with the final bid documents.

CONSULTANT will prepare material handout information to be provided with bid documents per Caltrans Highway Design Manual and PS&E guidelines.

CONSULTANT will coordinate final approval of:

- Utility certification
- Right of way certification
- Cost Estimate Certification
- ADA Certification
- Environmental permits
- Storm Water Data Report
- TMP

- **Task 11.1: UPRR Separate PS&E**

CONSULTANT shall update plans, technical specifications, and opinion of probable construction cost for the work within UPRR right of way. The steel canopy design will also be updated. Includes response to CITY and UPRR review comments, revisions to

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plans, technical specifications, and opinion of probable construction cost, and coordination with CITY and UPRR.

- **Task 11.2: Culvert CCO PS&E (Southern Segment)**

CONSULTANT shall finalize plans, technical specifications, and opinion of probable construction cost for the culvert work within Caltrans SR 217 right of way. Includes response to CITY and Caltrans review comments, Division of Structures submittal, revisions to plans, technical specifications, and opinion of probable construction cost, and coordination with CITY and Caltrans. Includes update to opinion of probable construction cost for purpose of CITY/Caltrans Cooperative Agreement. Includes support to Caltrans during construction.

Supplemental to Culvert CCO, CONSULTANT shall finalize plans, technical specifications, and opinion of probable construction cost for retaining wall (RW19) work within Caltrans SR 217 right of way. Includes response to CITY and Caltrans review comments, Division of Structures submittal, revisions to plans, technical specifications, and opinion of probable construction cost, and coordination with CITY and Caltrans. Includes update to opinion of probable construction cost for purpose of CITY/Caltrans Cooperative Agreement. Includes support to Caltrans during construction.

CONSULTANT shall prepare plans in Microstation (DGN format). This includes conversion from AutoCAD to Microstation, clean up, reformatting, checking, and replotting.

- **Task 11.3: RTL PS&E**

For Caltrans approval, CONSULTANT shall finalize Southern and Northern Segment plans, technical specification, and opinion of probable construction cost. Submittal will be combined into one plan set. Includes response to Caltrans review comments, and coordination with CITY and Caltrans.

- **Task 11.4: CITY Bid Package**

CONSULTANT shall incorporate final CITY comments and finalize Southern and Northern Segment plans, technical specification, and opinion of probable construction cost. Submittal will be combined into one plan set. Includes response to CITY final review comments, and coordination with CITY and Caltrans. This scope includes up to one (1) unit cost update prior to project advertisement.

- **Task 11.5: Caltrans Standards Update**

CONSULTANT shall complete up to one (1) update to plans, specifications and bid items per Caltrans Standards update prior to project advertisement.

- **Deliverables:**
  - Full size plans (PDF)

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- Half size plans (PDF)
- Technical Special Provisions (PDF and Word)
- Opinion of Probable Construction Cost (PDF and Excel)
- Construction Staking Documents and Design Cross Sections
- Preliminary Construction Schedule (Electronic copy)
- Final Engineering Reports
- Material Handout
- Electronic copy on CD

- **Task 12: Construction Staking Package (Southern and Middle Extent)**

CONSULTANT will coordinate with Caltrans Survey department to prepare construction staking package documents using the final approved plans as a base. Staking package documents will be prepared in conformance with the requirements of the Caltrans District 5 Survey Department. The construction staking package documents services will consist of:

- Coordinate with D5 Survey
- Prepare stake listings
- Prepare final cross sections
- Prepare final DTM surface
- Prepare horizontal and vertical alignments
- Prepare alignment descriptions

Assumptions:

- Attend up to two (2) coordination meetings with District 5 Survey Department

- **Deliverables:**
  - Draft Stake listings (one hard copy)
  - Full size cross-sections (one hard copy)
  - Half size cross-sections (one hard copy)
  - Electronic cross-sections
  - Electronic finished DTM surfaces
  - Horizontal alignments and profiles

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- Horizontal alignment descriptions for centerline alignment (one hard copy)

- **Task 13: Resident Engineer Pending File and Surveyor Information (Southern and Middle Extent)**

CONSULTANT will develop a resident engineer file per Caltrans ready to list guidelines and submit to the CITY and Caltrans. Part of the resident engineer file is surveyor information pertaining to horizontal and vertical controls, calculations, methodologies and output. Depending on the available data, CONSULTANT will document information electronically and submit it on disk.

- **Deliverables:**
  - Resident Engineer's Pending File and Surveyor Information (5 hard copies)
  - Electronic copy on CD

- **Task 14: Bidding Assistance and Design Construction Support (Southern and Middle Extent – OPTIONAL - TBD)**

Upon completion of the final design phase of the project, CONSULTANT will provide Bidding Assistance. CONSULTANT will assist with the preparation of required addenda to be distributed to the bidders and respond to technical questions relative to the plans, special provisions, and quantity estimates. Bidding assistance will be billed on a time and materials basis.

During the construction phase of this project, CONSULTANT will provide Engineering Design Construction Support services. These services may include the following:

- Attend the project pre-construction meeting
- Attend partnering session
- Attend up to four (4) additional meetings/site visits during construction
- Additional construction support service could include the following:
- Provide consultation and interpretation of the construction documents
- Review and comment on contract change orders
- Prepare minor plan revisions necessitated by contract change orders
- Review contractor submittals and shop drawings
- Respond to technical contractor requests for information
- Assist with project closeout and post audits

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Construction support hours will be billed on a time and materials basis. The hours provided for this scope and fee are preliminary placeholders. Work in this task will need to be revisited after PS&E is completed when more is known about the project. This task will also need to be revisited with the Construction Management Team so there is not scope overlap.

- **Task 14.1: Construction Support for Culvert CCO**

During the construction phase of the culvert by Caltrans, CONSULTANT shall provide Engineering Design Construction Support services. These services may include the following:

- Attend the project pre-construction meeting
- Attend up to one (1) additional meeting/site visit during construction
- Additional construction support service could include the following:
  - Provide consultation and interpretation of the construction documents
  - Review and comment on contract change orders
  - Prepare minor plan revisions necessitated by contract change orders
  - Review contractor submittals and shop drawings
  - Respond to technical contractor requests for information

- **Task 15: Record Drawings (Southern and Middle Extent – OPTIONAL - TBD)**

At project's completion CONSULTANT shall prepare record drawings at the end of the construction phase to incorporate field changes provided by the Resident Engineer. It is assumed that one (1) set of record drawings will be developed based one consolidated redline input set from the CITY and Caltrans.

- **Task 15.1: Record Drawings for Culvert CCO**

CONSULTANT shall prepare record drawings at the end of the culvert construction by Caltrans to incorporate field changes provided by the Resident Engineer. It is assumed that one (1) set of record drawings will be developed based one consolidated redline input set from the CITY and Caltrans.

- **Deliverables:**
  - Record Drawings (PDF)

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- **Task 16: Potholing**

CONSULTANT shall conduct potholing at the Northern Segment and Southern Segment to locate utilities within the project footprint that may be in conflict with improvements. Field work will require obtaining CITY and Caltrans Encroachment Permits.

- **Deliverables:**
  - Field Report Information (PDF)

- **Scope Assumptions:**

- **Southern Segment Assumptions**
  - For hydrology/hydraulics analysis, no Conditional Letter of Map Revision (CLOMR)/Letter of Map Revision (LOMR) is needed for this project and a no-rise certification will be prepared to evaluate proposed improvements.
  - In the event FEMA does not accept a no-rise certification for the proposed improvements, it is assumed that the multipurpose path geometry will be incorporated into the FEMA LOMR in Task 3.1.3 and 3.1.4.
  - The CITY will waive encroachment permit fees for services to be performed as part of this project.
  - Hydraulic model of the existing San Pedro Creek is not included as part of this scope of work.
  - For hydrology/hydraulics analysis, the As-Built Redlined plans of the Flood Control/Fish Passage project are sufficient for FEMA, and no additional survey of the constructed project is needed.
  - For hydrology/hydraulics analysis, a LOMR application pertaining to the Flood Control/Fish Passage project will be submitted and processed through the FEMA Online LOMC website. No hard copies of the LOMR application will be created. FEMA review fee for a LOMR is subject to change; the current fee for an online submittal is included in the fee estimate as part of this scope of work. A FEMA review fee higher than the fee estimate will need to be paid by the CITY.
  - For hydrology/hydraulics analysis, and interior drainage analysis for the project floodwalls is not included in this scope of work.
  - For Task 3.1.7, it is assumed that no updated Location Hydraulic Study (LHS)/Summary Floodplain Encroachment Report (SFER) forms are required and no bridge scour calculations and bank protection sizing are to be updated or completed as part of this scope of work.

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- For survey and mapping control, performance of datum shift to conform to Caltrans datum used for the SR 217 bridge replacement project does not include a vertical shift.
- Type Selection Report for proposed structures will be based on Advance Planning Study prepared during PA&ED phase.
- Formal Type Selection Meeting with Caltrans will be required for culvert under SR217.
- Structures outside of Caltrans right of way will not require a formal type selection meeting.
- For structures, it is assumed that aesthetic treatment will generally match the recently constructed Goleta Beach Park Bridge replacement and the Caltrans SR217 bridge replacement over San Jose Creek.
- Lighting for the proposed culvert under SR 217 is assumed to be solar-powered but is subject to the availability of solar-powered tunnel lights. If solar-powered tunnel lights are not available in the market, AC powered tunnel lights will be proposed instead, and it is assumed that a new service connection will be needed.
- The variable message signs at S. Kellogg crossing will be connected to a controller, which will be powered by AC, it is assumed that a new service connection will be needed for this variable message sign. Safety lighting and RRFB at this crossing location are proposed to be solar powered.
- Consolidated Coastal Development Permit. It is anticipated that no other permits from the County will be required. However, if the County determines that a Use Determination, Development, and Coastal Development Permits are required through the County, then it is anticipated that one application package can be prepared with one cover letter, the appropriate permit application forms, and one set of plans and supplemental information. This application package will include a summary of impacts and will provide justifications for the three County permits. A processing fee must be included with the submittal (to be provided by the CITY; the amount will be determined during coordination with the County). If the County requires additional permits, a revised scope and fee will be provided to the CITY for approval prior to completing the work.

- **Northern Segment Assumptions**
  - Multipurpose path improvements to be constructed within State right of way and with the US 101 bridge replacement project include walls and multipurpose path riding surface. Excludes railings, fences, signs and other multipurpose path elements. The design and details for these items will be provided to Caltrans for inclusion into the US 101 bridge replacement bid package.

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- For hydrology/hydraulics analysis, a Conditional Letter of Map Revision (CLOMR)/Letter of Map Revision (LOMR) is not required for this project and a No-Rise Certification will be prepared to evaluate proposed improvements.
- For hydrology/hydraulics analysis, if FEMA does not accept a No-Rise Certification for the proposed improvements, CLOMR and LOMR applications need to be submitted and processed through the FEMA Online LOMC website. No hard copies of the CLOMR or LOMR application will be created. If required, a CLOMR will be prepared during Phase 1, of this scope of services listed as an optional task requiring prior City approval to complete. If required, a LOMR will be prepared as part of Phase 2 of this scope of services, listed as an optional task requiring prior City approval along with an additional fee estimate approval.
- For hydrology/hydraulics analysis, the current fee for an online submittal of a CLOMR is included in this scope of services. The FEMA LOMR review fee is not included in this scope of services. FEMA review fee for a CLOMR and LOMR is subject to change and need to be verified prior to application submittal. Additional fees not included in this scope of services will be paid by the CITY.
- For geotechnical investigation, some of the proposed Cone Penetration Test (CPT) locations fall within private properties which will require permits to enter. For other locations which fall within the City's right of way, it is assumed that the CITY will waive potential encroachment permit fees for these borings.
- The CITY will waive encroachment permit fees for services to be performed as part of this project.
- Type Selection Report for proposed structures will be based on Advance Planning Study prepared during PA&ED phase.
- Structures outside of Caltrans right of way will not require a formal type selection meeting.
- The variable message signs at Calle Real will be connected to a controller, which will be powered by AC. If not able to connect to the existing signal cabinet located at the intersection of N. Kellogg Ave and Calle Real, it is assumed that a new service connection will be needed for this variable message sign.
- Optional tasks listed require prior approval by the City. Fee estimate for Optional TBD tasks is to be determined.

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Additional Amendment 4 Scope of Services

San Jose Creek Multipurpose Path | Plans, Specifications & Estimate (PS&E) and Construction Support

Phase 2

Task 1: Project Management

Task 1.1: Meetings and Coordination

CONSULTANT will attend additional meetings and provide additional project coordination for the additional work required. This includes progress updates, coordination between technical disciplines, facilitate overall project communication, prepare meeting materials and notes, and coordinating with CITY's project manager. Additional meetings anticipated.

- **Project Status Teleconferences**: Regular (weekly) conference calls between the project design team and the CITY Project Manager. The purpose of these meetings is to communicate project team status and discuss project issues.

Task 1.3: Quality Control

CONSULTANT will perform additional quality control review for the additional work required. Prior to each submittal, exhibits, plans, specifications, and estimates will be checked, corrected and backchecked for accuracy and completeness.

Task 1.7: Railroad / CPUC Support

CONSULTANT will continue to provide support to the CITY with the Union Pacific Railroad (UPRR) and with the California State Public Utilities Commission (CPUC) to obtain approval of the multipurpose path improvements within UPRR right of way. Includes attending meetings, preparing exhibits, project descriptions, form documentation, and project updates.

Deliverables:

- UPRR and CPUC Exhibits, Materials, Written Documents (PDF)

Task 3: Engineering Studies

Task 3.8: UPRR Conceptual Design

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Task 3.8.1: UPRR Concept – Variance
CONSULTANT will provide additional design concepts for UPRR variance request. Variance is for UPRR to allow the multipurpose path under the UPRR bridge.

Task 3.8.2: UPRR Hydraulics
CONSULTANT will provide additional design to develop UPRR plans package. To avoid utilities, the Calle Real intersection design will be revised. Quantities and opinion of probable construction cost will be revised to match plan changes.

Task 3.8.3: UPRR 30%
CONSULTANT will provide additional design to develop UPRR plans package. To avoid utilities, the Calle Real intersection design will be revised. Quantities and opinion of probable construction cost will be revised to match plan changes.

Deliverables:

- UPRR Concepts
- UPRR Hydraulics
- UPRR 30% Plans

Task 9: 95% PS&E

This task resolves and incorporates 60% review comments. Additional details and information will be added. CONSULTANT will coordinate review/comment cycles with the CITY.

CONSULTANT will develop design cross sections. Design cross sections will not be part of the official plan set but will be submitted to the CITY for review.

Task 9.8: Calle Real Intersection Improvements 95%
CONSULTANT will provide additional design to provide an additional crossing of Kellogg at the Calle Real/Kellogg intersection. Additional work includes updates to intersection signals and pedestrian crossings. Quantities and opinion of probable construction cost will be revised to match plan changes.

Task 9.11: UPRR 95% PS&E
CONSULTANT will prepare separate (stand-alone) plans, specifications and estimate for the work within UPRR right of way. As required by UPRR, a steel canopy design will also be completed.

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CONSULTANT will perform independent structural design and quantity calculations for the canopy and conduct an independent check of the structural plans and technical specifications. Design work within UPRR right of way will be included as an alternate bid within the Northern Segment multipurpose path plans. Includes response to CITY and UPRR review comments, multiple revisions to plans, technical specifications, opinion of probable construction cost, and coordination with CITY and UPRR.

Deliverables:

- Full size plans (PDF)
- Half size plans (PDF)
- Technical Special Provisions (Word and PDF)
- Opinion of Probable Construction Cost (PDF)
- Design Cross Sections (PDF)
- Responses to Comments (if required) (PDF)

Task 10: 100% PS&E (Ready-To-List)

This task resolves and incorporates 95% review comments. Details and information will be refined to complete the final PS&E documents. Final approval from agencies will be obtained during this phase of the work.

CONSULTANT will update design cross sections. Design cross sections will not be part of the official plan set but will be submitted to the CITY.

Task 10.7: UPRR 100% PS&E
CONSULTANT will update plans, technical specifications, and opinion of probable construction cost for the work within UPRR right of way.

Task 10.11: Calle Real Intersection Improvements 100%
CONSULTANT will update plans, technical specifications, and opinion of probable construction cost per CITY comments.

Deliverables:

- Full size plans (PDF)
- Half size plans (PDF)

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- Technical Special Provisions (PDF and Word)
- Opinion of Probable Construction Cost (PDF))
- Design Cross Sections (PDF)
- Responses to Comments (PDF)

Task 13: Bidding Assistance and Design Construction Support

Upon completion of the final design phase of the project, CONSULTANT will provide Bidding Assistance. CONSULTANT will assist with the preparation of required addenda to be distributed to the bidders and respond to technical questions relative to the plans, special provisions, and quantity estimates.

During the construction phase of the project, CONSULTANT will provide Engineering Design Construction Support services. These services may include the following:

- Attend the project pre-construction meeting
- Attend up to two (2) additional meetings/site visits during construction
- Construction support service could include the following:
    - Provide consultation and interpretation of the construction documents
    - Review and comment on contract change orders
    - Prepare minor plan revisions necessitated by contract change orders
    - Review contractor submittals and shop drawings
    - Respond to technical contractor requests for information

Task 15: Record Drawings

CONSULTANT will prepare record drawings at the end of construction to incorporate field changes provided by the Resident Engineer. It is assumed that one (1) set of record drawings will be developed based one consolidated redline input set from the CITY.

Deliverables:

- Record Drawings (PDF)

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EXHIBIT B-4
SCHEDULE OF FEES

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective date of hourly rate	
	Straight	OT(1.5x)	OT(2x)	From	To
To Be Determined	$340.00	$340.00	$340.00	7/1/2023	6/30/2024
PRINCIPAL	$351.90	$351.90	$351.90	7/1/2024	6/30/2025
	$364.22	$364.22	$364.22	7/1/2025	6/30/2026
	$376.96	$376.96	$376.96	7/1/2026	6/30/2027
Exempt/Hourly	$390.16	$390.16	$390.16	7/1/2027	6/30/2028
To Be Determined	$318.18	$318.18	$318.18	7/1/2023	6/30/2024
ENGINEER IX	$329.31	$329.31	$329.31	7/1/2024	6/30/2025
	$340.84	$340.84	$340.84	7/1/2025	6/30/2026
	$352.77	$352.77	$352.77	7/1/2026	6/30/2027
Exempt/Hourly	$365.12	$365.12	$365.12	7/1/2027	6/30/2028
To Be Determined	$289.68	$289.68	$289.68	7/1/2023	6/30/2024
ENGINEER VIII	$299.82	$299.82	$299.82	7/1/2024	6/30/2025
	$310.32	$310.32	$310.32	7/1/2025	6/30/2026
	$321.18	$321.18	$321.18	7/1/2026	6/30/2027
Exempt/Hourly	$332.42	$332.42	$332.42	7/1/2027	6/30/2028
To Be Determined	$261.19	$261.19	$261.19	7/1/2023	6/30/2024
ENGINEER VII	$270.33	$270.33	$270.33	7/1/2024	6/30/2025
	$279.79	$279.79	$279.79	7/1/2025	6/30/2026
	$289.59	$289.59	$289.59	7/1/2026	6/30/2027
Exempt/Hourly	$299.72	$299.72	$299.72	7/1/2027	6/30/2028
To Be Determined	$237.45	$237.45	$237.45	7/1/2023	6/30/2024
ENGINEER VI	$245.76	$245.76	$245.76	7/1/2024	6/30/2025
	$254.36	$254.36	$254.36	7/1/2025	6/30/2026
	$263.26	$263.26	$263.26	7/1/2026	6/30/2027
Exempt/Hourly	$272.48	$272.48	$272.48	7/1/2027	6/30/2028
To Be Determined	$204.20	$204.20	$204.20	7/1/2023	6/30/2024
ENGINEER V	$211.35	$211.35	$211.35	7/1/2024	6/30/2025
	$218.75	$218.75	$218.75	7/1/2025	6/30/2026
	$226.40	$226.40	$226.40	7/1/2026	6/30/2027
Exempt/Hourly	$234.33	$234.33	$234.33	7/1/2027	6/30/2028
To Be Determined	$175.71	$175.71	$175.71	7/1/2023	6/30/2024
ENGINEER IV	$181.86	$181.86	$181.86	7/1/2024	6/30/2025
	$188.23	$188.23	$188.23	7/1/2025	6/30/2026
	$194.81	$194.81	$194.81	7/1/2026	6/30/2027
Exempt/Hourly	$201.63	$201.63	$201.63	7/1/2027	6/30/2028
To Be Determined	$161.46	$161.46	$161.46	7/1/2023	6/30/2024
ENGINEER III	$167.11	$167.11	$167.11	7/1/2024	6/30/2025
	$172.96	$172.96	$172.96	7/1/2025	6/30/2026
	$179.02	$179.02	$179.02	7/1/2026	6/30/2027
Exempt/Hourly	$185.28	$185.28	$185.28	7/1/2027	6/30/2028

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EXHIBIT B-4
SCHEDULE OF FEES

To Be Determined	$142.47	$142.47	$142.47	7/1/2023	6/30/2024
ENGINEER II	$147.45	$147.45	$147.45	7/1/2024	6/30/2025
	$152.62	$152.62	$152.62	7/1/2025	6/30/2026
	$157.96	$157.96	$157.96	7/1/2026	6/30/2027
Exempt/Hourly	$163.49	$163.49	$163.49	7/1/2027	6/30/2028
To Be Determined	$118.72	$118.72	$118.72	7/1/2023	6/30/2024
ENGINEER I	$122.88	$122.88	$122.88	7/1/2024	6/30/2025
	$127.18	$127.18	$127.18	7/1/2025	6/30/2026
	$131.63	$131.63	$131.63	7/1/2026	6/30/2027
Exempt/Hourly	$136.24	$136.24	$136.24	7/1/2027	6/30/2028
To Be Determined	$189.96	$189.96	$189.96	7/1/2023	6/30/2024
TECHNICAL VI	$196.61	$196.61	$196.61	7/1/2024	6/30/2025
	$203.49	$203.49	$203.49	7/1/2025	6/30/2026
	$210.61	$210.61	$210.61	7/1/2026	6/30/2027
Exempt/Hourly	$217.98	$217.98	$217.98	7/1/2027	6/30/2028
To Be Determined	$161.46	$161.46	$161.46	7/1/2023	6/30/2024
TECHNICAL V	$167.11	$167.11	$167.11	7/1/2024	6/30/2025
	$172.96	$172.96	$172.96	7/1/2025	6/30/2026
	$179.02	$179.02	$179.02	7/1/2026	6/30/2027
Exempt/Hourly	$185.28	$185.28	$185.28	7/1/2027	6/30/2028
To Be Determined	$147.22	$147.22	$147.22	7/1/2023	6/30/2024
TECHNICAL IV	$152.37	$152.37	$152.37	7/1/2024	6/30/2025
	$157.70	$157.70	$157.70	7/1/2025	6/30/2026
	$163.22	$163.22	$163.22	7/1/2026	6/30/2027
Non-Exempt/Hourly	$168.93	$168.93	$168.93	7/1/2027	6/30/2028
To Be Determined	$137.72	$137.72	$137.72	7/1/2023	6/30/2024
TECHNICAL III	$142.54	$142.54	$142.54	7/1/2024	6/30/2025
	$147.53	$147.53	$147.53	7/1/2025	6/30/2026
	$152.69	$152.69	$152.69	7/1/2026	6/30/2027
Exempt/Hourly	$158.04	$158.04	$158.04	7/1/2027	6/30/2028
To Be Determined	$109.23	$109.23	$109.23	7/1/2023	6/30/2024
TECHNICAL II	$113.05	$113.05	$113.05	7/1/2024	6/30/2025
	$117.00	$117.00	$117.00	7/1/2025	6/30/2026
	$121.10	$121.10	$121.10	7/1/2026	6/30/2027
Non-Exempt/Hourly	$125.34	$125.34	$125.34	7/1/2027	6/30/2028
To Be Determined	$90.23	$90.23	$90.23	7/1/2023	6/30/2024
TECHNICAL I	$93.39	$93.39	$93.39	7/1/2024	6/30/2025
	$96.66	$96.66	$96.66	7/1/2025	6/30/2026
	$100.04	$100.04	$100.04	7/1/2026	6/30/2027
Non-Exempt/Hourly	$103.54	$103.54	$103.54	7/1/2027	6/30/2028
To Be Determined	$185.21	$185.21	$185.21	7/1/2023	6/30/2024
CADD TECHNICIAN V	$191.69	$191.69	$191.69	7/1/2024	6/30/2025
	$198.40	$198.40	$198.40	7/1/2025	6/30/2026
	$205.34	$205.34	$205.34	7/1/2026	6/30/2027
Non-Exempt/Hourly	$212.53	$212.53	$212.53	7/1/2027	6/30/2028

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EXHIBIT B-4
SCHEDULE OF FEES

To Be Determined	$147.22	$147.22	$147.22	7/1/2023	6/30/2024
CADD TECHNICIAN IV	$152.37	$152.37	$152.37	7/1/2024	6/30/2025
	$157.70	$157.70	$157.70	7/1/2025	6/30/2026
	$163.22	$163.22	$163.22	7/1/2026	6/30/2027
Non-Exempt/Hourly	$168.93	$168.93	$168.93	7/1/2027	6/30/2028
To Be Determined	$123.47	$123.47	$123.47	7/1/2023	6/30/2024
CADD TECHNICIAN III	$127.79	$127.79	$127.79	7/1/2024	6/30/2025
	$132.27	$132.27	$132.27	7/1/2025	6/30/2026
	$136.90	$136.90	$136.90	7/1/2026	6/30/2027
Non-Exempt/Hourly	$141.69	$141.69	$141.69	7/1/2027	6/30/2028
To Be Determined	$104.48	$104.48	$104.48	7/1/2023	6/30/2024
CADD TECHNICIAN II	$108.13	$108.13	$108.13	7/1/2024	6/30/2025
	$111.92	$111.92	$111.92	7/1/2025	6/30/2026
	$115.83	$115.83	$115.83	7/1/2026	6/30/2027
Non-Exempt/Hourly	$119.89	$119.89	$119.89	7/1/2027	6/30/2028
To Be Determined	$85.48	$85.48	$85.48	7/1/2023	6/30/2024
CADD TECHNICIAN I	$88.47	$88.47	$88.47	7/1/2024	6/30/2025
	$91.57	$91.57	$91.57	7/1/2025	6/30/2026
	$94.77	$94.77	$94.77	7/1/2026	6/30/2027
Non-Exempt/Hourly	$98.09	$98.09	$98.09	7/1/2027	6/30/2028
To Be Determined	$227.95	$227.95	$227.95	7/1/2023	6/30/2024
DESIGNER VI	$235.93	$235.93	$235.93	7/1/2024	6/30/2025
	$244.18	$244.18	$244.18	7/1/2025	6/30/2026
	$252.73	$252.73	$252.73	7/1/2026	6/30/2027
Exempt/Hourly	$261.58	$261.58	$261.58	7/1/2027	6/30/2028
To Be Determined	$208.95	$208.95	$208.95	7/1/2023	6/30/2024
DESIGNER V	$216.27	$216.27	$216.27	7/1/2024	6/30/2025
	$223.84	$223.84	$223.84	7/1/2025	6/30/2026
	$231.67	$231.67	$231.67	7/1/2026	6/30/2027
Exempt/Hourly	$239.78	$239.78	$239.78	7/1/2027	6/30/2028
To Be Determined	$189.96	$189.96	$189.96	7/1/2023	6/30/2024
DESIGNER IV	$196.61	$196.61	$196.61	7/1/2024	6/30/2025
	$203.49	$203.49	$203.49	7/1/2025	6/30/2026
	$210.61	$210.61	$210.61	7/1/2026	6/30/2027
Exempt/Hourly	$217.98	$217.98	$217.98	7/1/2027	6/30/2028
To Be Determined	$166.21	$166.21	$166.21	7/1/2023	6/30/2024
DESIGNER III	$172.03	$172.03	$172.03	7/1/2024	6/30/2025
	$178.05	$178.05	$178.05	7/1/2025	6/30/2026
	$184.28	$184.28	$184.28	7/1/2026	6/30/2027
Exempt/Hourly	$190.73	$190.73	$190.73	7/1/2027	6/30/2028
To Be Determined	$142.47	$142.47	$142.47	7/1/2023	6/30/2024
DESIGNER II	$147.45	$147.45	$147.45	7/1/2024	6/30/2025
	$152.62	$152.62	$152.62	7/1/2025	6/30/2026
	$157.96	$157.96	$157.96	7/1/2026	6/30/2027
Exempt/Hourly	$163.49	$163.49	$163.49	7/1/2027	6/30/2028

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EXHIBIT B-4
SCHEDULE OF FEES

To Be Determined	$113.97	$113.97	$113.97	7/1/2023	6/30/2024
DESIGNER I	$117.96	$117.96	$117.96	7/1/2024	6/30/2025
	$122.09	$122.09	$122.09	7/1/2025	6/30/2026
	$126.37	$126.37	$126.37	7/1/2026	6/30/2027
Exempt/Hourly	$130.79	$130.79	$130.79	7/1/2027	6/30/2028
To Be Determined	$303.93	$303.93	$303.93	7/1/2023	6/30/2024
PROFESSIONAL IX	$314.57	$314.57	$314.57	7/1/2024	6/30/2025
	$325.58	$325.58	$325.58	7/1/2025	6/30/2026
	$336.97	$336.97	$336.97	7/1/2026	6/30/2027
Exempt/Hourly	$348.77	$348.77	$348.77	7/1/2027	6/30/2028
To Be Determined	$270.69	$270.69	$270.69	7/1/2023	6/30/2024
PROFESSIONAL VIII	$280.16	$280.16	$280.16	7/1/2024	6/30/2025
	$289.97	$289.97	$289.97	7/1/2025	6/30/2026
	$300.12	$300.12	$300.12	7/1/2026	6/30/2027
Exempt/Hourly	$310.62	$310.62	$310.62	7/1/2027	6/30/2028
To Be Determined	$246.94	$246.94	$246.94	7/1/2023	6/30/2024
PROFESSIONAL VII	$255.59	$255.59	$255.59	7/1/2024	6/30/2025
	$264.53	$264.53	$264.53	7/1/2025	6/30/2026
	$273.79	$273.79	$273.79	7/1/2026	6/30/2027
Exempt/Hourly	$283.37	$283.37	$283.37	7/1/2027	6/30/2028
To Be Determined	$218.45	$218.45	$218.45	7/1/2023	6/30/2024
PROFESSIONAL VI	$226.10	$226.10	$226.10	7/1/2024	6/30/2025
	$234.01	$234.01	$234.01	7/1/2025	6/30/2026
	$242.20	$242.20	$242.20	7/1/2026	6/30/2027
Exempt/Hourly	$250.68	$250.68	$250.68	7/1/2027	6/30/2028
To Be Determined	$199.46	$199.46	$199.46	7/1/2023	6/30/2024
PROFESSIONAL V	$206.44	$206.44	$206.44	7/1/2024	6/30/2025
	$213.66	$213.66	$213.66	7/1/2025	6/30/2026
	$221.14	$221.14	$221.14	7/1/2026	6/30/2027
Exempt/Hourly	$228.88	$228.88	$228.88	7/1/2027	6/30/2028
To Be Determined	$175.71	$175.71	$175.71	7/1/2023	6/30/2024
PROFESSIONAL IV	$181.86	$181.86	$181.86	7/1/2024	6/30/2025
	$188.23	$188.23	$188.23	7/1/2025	6/30/2026
	$194.81	$194.81	$194.81	7/1/2026	6/30/2027
Exempt/Hourly	$201.63	$201.63	$201.63	7/1/2027	6/30/2028
To Be Determined	$156.71	$156.71	$156.71	7/1/2023	6/30/2024
PROFESSIONAL III	$162.20	$162.20	$162.20	7/1/2024	6/30/2025
	$167.88	$167.88	$167.88	7/1/2025	6/30/2026
	$173.75	$173.75	$173.75	7/1/2026	6/30/2027
Exempt/Hourly	$179.83	$179.83	$179.83	7/1/2027	6/30/2028
To Be Determined	$132.97	$132.97	$132.97	7/1/2023	6/30/2024
PROFESSIONAL II	$137.62	$137.62	$137.62	7/1/2024	6/30/2025
	$142.44	$142.44	$142.44	7/1/2025	6/30/2026
	$147.43	$147.43	$147.43	7/1/2026	6/30/2027
Exempt/Hourly	$152.59	$152.59	$152.59	7/1/2027	6/30/2028

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EXHIBIT B-4
SCHEDULE OF FEES

To Be Determined	$109.23	$109.23	$109.23	7/1/2023	6/30/2024
PROFESSIONAL I	$113.05	$113.05	$113.05	7/1/2024	6/30/2025
	$117.00	$117.00	$117.00	7/1/2025	6/30/2026
	$121.10	$121.10	$121.10	7/1/2026	6/30/2027
Non-Exempt/Hourly	$125.34	$125.34	$125.34	7/1/2027	6/30/2028
To Be Determined	$350.00	$350.00	$350.00	7/1/2023	6/30/2024
CONSTRUCTION PROFESSIONAL VII	$362.25	$362.25	$362.25	7/1/2024	6/30/2025
(Field Rate)	$374.93	$374.93	$374.93	7/1/2025	6/30/2026
	$388.05	$388.05	$388.05	7/1/2026	6/30/2027
Non-Exempt/Hourly	$401.63	$401.63	$401.63	7/1/2027	6/30/2028
To Be Determined	$315.00	$315.00	$315.00	7/1/2023	6/30/2024
CONSTRUCTION PROFESSIONAL VI	$326.03	$326.03	$326.03	7/1/2024	6/30/2025
(Field Rate)	$337.44	$337.44	$337.44	7/1/2025	6/30/2026
	$349.25	$349.25	$349.25	7/1/2026	6/30/2027
Non-Exempt/Hourly	$361.47	$361.47	$361.47	7/1/2027	6/30/2028
To Be Determined	$265.00	$265.00	$265.00	7/1/2023	6/30/2024
CONSTRUCTION PROFESSIONAL V	$274.28	$274.28	$274.28	7/1/2024	6/30/2025
(Field Rate)	$283.87	$283.87	$283.87	7/1/2025	6/30/2026
	$293.81	$293.81	$293.81	7/1/2026	6/30/2027
Non-Exempt/Hourly	$304.09	$304.09	$304.09	7/1/2027	6/30/2028
To Be Determined	$235.00	$235.00	$235.00	7/1/2023	6/30/2024
CONSTRUCTION PROFESSIONAL IV	$243.23	$243.23	$243.23	7/1/2024	6/30/2025
(Field Rate)	$251.74	$251.74	$251.74	7/1/2025	6/30/2026
	$260.55	$260.55	$260.55	7/1/2026	6/30/2027
Non-Exempt/Hourly	$269.67	$269.67	$269.67	7/1/2027	6/30/2028
To Be Determined	$205.00	$205.00	$205.00	7/1/2023	6/30/2024
CONSTRUCTION PROFESSIONAL III	$212.18	$212.18	$212.18	7/1/2024	6/30/2025
(Field Rate)	$219.60	$219.60	$219.60	7/1/2025	6/30/2026
	$227.29	$227.29	$227.29	7/1/2026	6/30/2027
Non-Exempt/Hourly	$235.24	$235.24	$235.24	7/1/2027	6/30/2028
To Be Determined	$170.00	$170.00	$170.00	7/1/2023	6/30/2024
CONSTRUCTION PROFESSIONAL II	$175.95	$175.95	$175.95	7/1/2024	6/30/2025
(Field Rate)	$182.11	$182.11	$182.11	7/1/2025	6/30/2026
	$188.48	$188.48	$188.48	7/1/2026	6/30/2027
Exempt/Hourly	$195.08	$195.08	$195.08	7/1/2027	6/30/2028
To Be Determined	$140.00	$140.00	$140.00	7/1/2023	6/30/2024
CONSTRUCTION PROFESSIONAL I	$144.90	$144.90	$144.90	7/1/2024	6/30/2025
(Field Rate)	$149.97	$149.97	$149.97	7/1/2025	6/30/2026
	$155.22	$155.22	$155.22	7/1/2026	6/30/2027
Exempt/Hourly	$160.65	$160.65	$160.65	7/1/2027	6/30/2028
To Be Determined	$265.00	$316.90	$368.81	7/1/2023	6/30/2024
INSPECTOR VII **	$274.28	$328.00	$381.72	7/1/2024	6/30/2025
(Field Rate)	$283.87	$339.47	$395.08	7/1/2025	6/30/2026
	$293.81	$351.36	$408.90	7/1/2026	6/30/2027
Exempt/Hourly	$304.09	$363.65	$423.21	7/1/2027	6/30/2028

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EXHIBIT B-4
SCHEDULE OF FEES

To Be Determined	$225.00	$269.07	$313.14	7/1/2023	6/30/2024
INSPECTOR VI **	$232.88	$278.49	$324.10	7/1/2024	6/30/2025
(Field Rate)	$241.03	$288.23	$335.44	7/1/2025	6/30/2026
	$249.46	$298.32	$347.18	7/1/2026	6/30/2027
Non-Exempt/Hourly	$258.19	$308.76	$359.33	7/1/2027	6/30/2028
To Be Determined	$200.00	$239.17	$278.34	7/1/2023	6/30/2024
INSPECTOR V **	$207.00	$247.54	$288.09	7/1/2024	6/30/2025
(Field Rate)	$214.25	$256.21	$298.17	7/1/2025	6/30/2026
	$221.74	$265.17	$308.61	7/1/2026	6/30/2027
Non-Exempt/Hourly	$229.50	$274.46	$319.41	7/1/2027	6/30/2028
To Be Determined	$175.00	$209.28	$243.55	7/1/2023	6/30/2024
INSPECTOR IV **	$181.13	$216.60	$252.08	7/1/2024	6/30/2025
(Field Rate)	$187.46	$224.18	$260.90	7/1/2025	6/30/2026
	$194.03	$232.03	$270.03	7/1/2026	6/30/2027
Non-Exempt/Hourly	$200.82	$240.15	$279.48	7/1/2027	6/30/2028
To Be Determined	$155.00	$185.36	$215.72	7/1/2023	6/30/2024
INSPECTOR III **	$160.43	$191.85	$223.27	7/1/2024	6/30/2025
(Field Rate)	$166.04	$198.56	$231.08	7/1/2025	6/30/2026
	$171.85	$205.51	$239.17	7/1/2026	6/30/2027
Exempt/Hourly	$177.87	$212.70	$247.54	7/1/2027	6/30/2028
To Be Determined	$120.00	$143.50	$167.01	7/1/2023	6/30/2024
INSPECTOR II **	$124.20	$148.53	$172.85	7/1/2024	6/30/2025
(Field Rate)	$128.55	$153.72	$178.90	7/1/2025	6/30/2026
	$133.05	$159.10	$185.16	7/1/2026	6/30/2027
Non-Exempt/Hourly	$137.70	$164.67	$191.64	7/1/2027	6/30/2028
To Be Determined	$95.00	$113.61	$132.21	7/1/2023	6/30/2024
INSPECTOR I **	$98.32	$117.58	$136.84	7/1/2024	6/30/2025
(Field Rate)	$101.77	$121.70	$141.63	7/1/2025	6/30/2026
	$105.33	$125.96	$146.59	7/1/2026	6/30/2027
Non-Exempt/Hourly	$109.01	$130.37	$151.72	7/1/2027	6/30/2028
To Be Determined	$175.71	$175.71	$175.71	7/1/2023	6/30/2024
ADMIN PROFESSIONAL V	$181.86	$181.86	$181.86	7/1/2024	6/30/2025
	$188.23	$188.23	$188.23	7/1/2025	6/30/2026
	$194.81	$194.81	$194.81	7/1/2026	6/30/2027
Exempt/Hourly	$201.63	$201.63	$201.63	7/1/2027	6/30/2028
To Be Determined	$151.97	$151.97	$151.97	7/1/2023	6/30/2024
ADMIN PROFESSIONAL IV	$157.28	$157.28	$157.28	7/1/2024	6/30/2025
	$162.79	$162.79	$162.79	7/1/2025	6/30/2026
	$168.49	$168.49	$168.49	7/1/2026	6/30/2027
Non-Exempt/Hourly	$174.38	$174.38	$174.38	7/1/2027	6/30/2028
To Be Determined	$118.72	$118.72	$118.72	7/1/2023	6/30/2024
ADMIN PROFESSIONAL III	$122.88	$122.88	$122.88	7/1/2024	6/30/2025
	$127.18	$127.18	$127.18	7/1/2025	6/30/2026
	$131.63	$131.63	$131.63	7/1/2026	6/30/2027
Non-Exempt/Hourly	$136.24	$136.24	$136.24	7/1/2027	6/30/2028

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EXHIBIT B-4
SCHEDULE OF FEES

To Be Determined	$99.73	$99.73	$99.73	7/1/2023	6/30/2024
ADMIN ASSISTANT II	$103.22	$103.22	$103.22	7/1/2024	6/30/2025
	$106.83	$106.83	$106.83	7/1/2025	6/30/2026
	$110.57	$110.57	$110.57	7/1/2026	6/30/2027
Non-Exempt/Hourly	$114.44	$114.44	$114.44	7/1/2027	6/30/2028
To Be Determined	$80.73	$80.73	$80.73	7/1/2023	6/30/2024
ADMIN ASSISTANT I	$83.56	$83.56	$83.56	7/1/2024	6/30/2025
	$86.48	$86.48	$86.48	7/1/2025	6/30/2026
	$89.51	$89.51	$89.51	7/1/2026	6/30/2027
Non-Exempt/Hourly	$92.64	$92.64	$92.64	7/1/2027	6/30/2028
To Be Determined	$303.93	$303.93	$303.93	7/1/2023	6/30/2024
GEOGRAPHER/GIS IX	$314.57	$314.57	$314.57	7/1/2024	6/30/2025
	$325.58	$325.58	$325.58	7/1/2025	6/30/2026
	$336.97	$336.97	$336.97	7/1/2026	6/30/2027
Non-Exempt/Hourly	$348.77	$348.77	$348.77	7/1/2027	6/30/2028
To Be Determined	$223.20	$223.20	$223.20	7/1/2023	6/30/2024
GEOGRAPHER/GIS VII	$231.01	$231.01	$231.01	7/1/2024	6/30/2025
	$239.10	$239.10	$239.10	7/1/2025	6/30/2026
	$247.47	$247.47	$247.47	7/1/2026	6/30/2027
Non-Exempt/Hourly	$256.13	$256.13	$256.13	7/1/2027	6/30/2028
To Be Determined	$223.20	$223.20	$223.20	7/1/2023	6/30/2024
GEOGRAPHER/GIS VII	$231.01	$231.01	$231.01	7/1/2024	6/30/2025
	$239.10	$239.10	$239.10	7/1/2025	6/30/2026
	$247.47	$247.47	$247.47	7/1/2026	6/30/2027
Non-Exempt/Hourly	$256.13	$256.13	$256.13	7/1/2027	6/30/2028
To Be Determined	$194.71	$194.71	$194.71	7/1/2023	6/30/2024
GEOGRAPHER/GIS VI	$201.52	$201.52	$201.52	7/1/2024	6/30/2025
	$208.57	$208.57	$208.57	7/1/2025	6/30/2026
	$215.87	$215.87	$215.87	7/1/2026	6/30/2027
Non-Exempt/Hourly	$223.43	$223.43	$223.43	7/1/2027	6/30/2028
To Be Determined	$170.96	$170.96	$170.96	7/1/2023	6/30/2024
GEOGRAPHER/GIS V	$176.95	$176.95	$176.95	7/1/2024	6/30/2025
	$183.14	$183.14	$183.14	7/1/2025	6/30/2026
	$189.55	$189.55	$189.55	7/1/2026	6/30/2027
Non-Exempt/Hourly	$196.18	$196.18	$196.18	7/1/2027	6/30/2028
To Be Determined	$151.97	$151.97	$151.97	7/1/2023	6/30/2024
GEOGRAPHER/GIS IV	$157.28	$157.28	$157.28	7/1/2024	6/30/2025
	$162.79	$162.79	$162.79	7/1/2025	6/30/2026
	$168.49	$168.49	$168.49	7/1/2026	6/30/2027
Non-Exempt/Hourly	$174.38	$174.38	$174.38	7/1/2027	6/30/2028
To Be Determined	$132.97	$132.97	$132.97	7/1/2023	6/30/2024
GEOGRAPHER/GIS III	$137.62	$137.62	$137.62	7/1/2024	6/30/2025
	$142.44	$142.44	$142.44	7/1/2025	6/30/2026
	$147.43	$147.43	$147.43	7/1/2026	6/30/2027
Non-Exempt/Hourly	$152.59	$152.59	$152.59	7/1/2027	6/30/2028

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EXHIBIT B-4
SCHEDULE OF FEES

To Be Determined	$109.23	$109.23	$109.23	7/1/2023	6/30/2024
GEOGRAPHER/GIS II	$113.05	$113.05	$113.05	7/1/2024	6/30/2025
	$117.00	$117.00	$117.00	7/1/2025	6/30/2026
	$121.10	$121.10	$121.10	7/1/2026	6/30/2027
Non-Exempt/Hourly	$125.34	$125.34	$125.34	7/1/2027	6/30/2028
To Be Determined	$99.73	$99.73	$99.73	7/1/2023	6/30/2024
GEOGRAPHER/GIS I	$103.22	$103.22	$103.22	7/1/2024	6/30/2025
	$106.83	$106.83	$106.83	7/1/2025	6/30/2026
	$110.57	$110.57	$110.57	7/1/2026	6/30/2027
Non-Exempt/Hourly	$114.44	$114.44	$114.44	7/1/2027	6/30/2028
To Be Determined	$265.94	$265.94	$265.94	7/1/2023	6/30/2024
ARCHITECT IX	$275.25	$275.25	$275.25	7/1/2024	6/30/2025
	$284.88	$284.88	$284.88	7/1/2025	6/30/2026
	$294.85	$294.85	$294.85	7/1/2026	6/30/2027
Non-Exempt/Hourly	$305.17	$305.17	$305.17	7/1/2027	6/30/2028
To Be Determined	$237.45	$237.45	$237.45	7/1/2023	6/30/2024
ARCHITECT VIII	$245.76	$245.76	$245.76	7/1/2024	6/30/2025
	$254.36	$254.36	$254.36	7/1/2025	6/30/2026
	$263.26	$263.26	$263.26	7/1/2026	6/30/2027
Non-Exempt/Hourly	$272.48	$272.48	$272.48	7/1/2027	6/30/2028
To Be Determined	$218.45	$218.45	$218.45	7/1/2023	6/30/2024
ARCHITECT VII	$226.10	$226.10	$226.10	7/1/2024	6/30/2025
	$234.01	$234.01	$234.01	7/1/2025	6/30/2026
	$242.20	$242.20	$242.20	7/1/2026	6/30/2027
Non-Exempt/Hourly	$250.68	$250.68	$250.68	7/1/2027	6/30/2028
To Be Determined	$194.71	$194.71	$194.71	7/1/2023	6/30/2024
ARCHITECT VI	$201.52	$201.52	$201.52	7/1/2024	6/30/2025
	$208.57	$208.57	$208.57	7/1/2025	6/30/2026
	$215.87	$215.87	$215.87	7/1/2026	6/30/2027
Non-Exempt/Hourly	$223.43	$223.43	$223.43	7/1/2027	6/30/2028
To Be Determined	$175.71	$175.71	$175.71	7/1/2023	6/30/2024
ARCHITECT V	$181.86	$181.86	$181.86	7/1/2024	6/30/2025
	$188.23	$188.23	$188.23	7/1/2025	6/30/2026
	$194.81	$194.81	$194.81	7/1/2026	6/30/2027
Non-Exempt/Hourly	$201.63	$201.63	$201.63	7/1/2027	6/30/2028
To Be Determined	$156.71	$156.71	$156.71	7/1/2023	6/30/2024
ARCHITECT IV	$162.20	$162.20	$162.20	7/1/2024	6/30/2025
	$167.88	$167.88	$167.88	7/1/2025	6/30/2026
	$173.75	$173.75	$173.75	7/1/2026	6/30/2027
Non-Exempt/Hourly	$179.83	$179.83	$179.83	7/1/2027	6/30/2028
To Be Determined	$137.72	$137.72	$137.72	7/1/2023	6/30/2024
ARCHITECT III	$142.54	$142.54	$142.54	7/1/2024	6/30/2025
	$147.53	$147.53	$147.53	7/1/2025	6/30/2026
	$152.69	$152.69	$152.69	7/1/2026	6/30/2027
Non-Exempt/Hourly	$158.04	$158.04	$158.04	7/1/2027	6/30/2028

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EXHIBIT B-4
SCHEDULE OF FEES

To Be Determined	$118.72	$118.72	$118.72	7/1/2023	6/30/2024
ARCHITECT II	$122.88	$122.88	$122.88	7/1/2024	6/30/2025
	$127.18	$127.18	$127.18	7/1/2025	6/30/2026
	$131.63	$131.63	$131.63	7/1/2026	6/30/2027
Non-Exempt/Hourly	$136.24	$136.24	$136.24	7/1/2027	6/30/2028
To Be Determined	$104.48	$104.48	$104.48	7/1/2023	6/30/2024
ARCHITECT I	$108.13	$108.13	$108.13	7/1/2024	6/30/2025
	$111.92	$111.92	$111.92	7/1/2025	6/30/2026
	$115.83	$115.83	$115.83	7/1/2026	6/30/2027
Non-Exempt/Hourly	$119.89	$119.89	$119.89	7/1/2027	6/30/2028

OTHER DIRECT COSTS	
DESCRIPTION OF ITEM	COST
Personal Vehicle Mileage	see note 1
Overnight Mail Service	Actual
Outside Printing Service	Actual
Lodging and Meals	see note 4

NOTES:

1. Pre-approved travel and per-diem costs will be reimbursed in conformance with the current Department of Transportation Travel and Expense Guide for Consultants. No charge will be invoiced for employee relocation cost.

2. Classifications identified with ** are subject to prevailing wage.

3. Rates subject to an annual escalation of 3.5%.

4. Travel and per-diem costs will be reimbursed in conformance with the current Department of Transportation Travel Expense Guide for Consultants. No charge will be invoiced for employee relocation cost

NOTES:
All employees subject to prevailing wage denoted with two asterisks (**)

Dennis M. Haglan, P.E.

3/29/2024
Date