Agenda Item A.5
CONSENT CALENDAR
Meeting Date: May 19, 2026

TO: Mayor and Councilmembers

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

PREPARED BY: Sarah Fox, Public Works Business & Administration Manager

SUBJECT: Public Works Professional Services Amendments with UCSB, Rincon Consultants Inc., Dewberry Engineers, Inc., Mark Thomas and Company, Inc., and Authorize Budget Appropriation

RECOMMENDATION:

A. Authorize the City Manager to execute Amendment No. 3 to Agreement No. 2025-024 with The Regents of the University of California, on behalf of its Santa Barbara Campus for Research Agreement to restore and maintain Ellwood Mesa and the Sperling Preserve, increasing the agreement amount by $193,750 for a total not-to-exceed amount of $438,538, and extending the termination date to June 30, 2028; and

B. Authorize the City Manager to execute Amendment No. 4 to Agreement No. 2021-063 with Rincon Consultants, Inc. for Professional Services Agreement for professional design services for a comprehensive implementation plan to manage and enhance the Ellwood Mesa Monarch Butterfly Management Plan area, increasing the agreement amount by $125,000 for a total not-to-exceed amount of $1,287,392; and

C. Authorize the City Manager to execute Amendment No. 6 to Agreement No. 2022-001 with Rincon Consultants, Inc. for Professional Services Agreement for professional on-call arborist services to support the public works department, increasing the agreement amount by $165,000 for a total not-to-exceed amount of $552,000, and extending the termination date to June 30, 2027; and

D. Authorize the City Manager to execute Amendment No. 12 to Agreement No. 2012-090 with Dewberry Engineers, Inc. for Professional Design Services for the Ekwill Street and Fowler Road Extensions Project (CIP 9002), increasing the agreement amount by $623,313 for a total not-to-exceed amount of $7,095,899; and

E. Authorize the City Manager to execute Amendment No. 2 to Agreement No. 2023-025 with Rincon Consultants, Inc. for Professional Services Agreement for the San

Jose Creek Channel Fish Passage Modification Project, increasing the agreement amount by $111,719 for a total not-to-exceed amount of $369,948, and extending the termination date to June 30, 2027; and

F. Authorize the City Manager to execute Amendment No. 1 to Agreement No. 2024-088 with Mark Thomas and Company, Inc. for Professional Design Services Agreement for the San Jose Creek Multipurpose Path Project, increasing the agreement amount by $22,620 for a total not-to-exceed amount of $64,620, revising the schedule of fees, and extending the termination date to June 30, 2027; and

G. Authorize a budget appropriation in the amount of $1,392,313 as identified in Table 5 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 proposal to provide various professional services for the Public Works Department. The information below summarizes the services being provided by each consultant, proposed amendments and agreements, justification, and recommended actions.

DISCUSSION:

The Regents of the University of California, on Behalf of its Santa Barbara Campus (UCSB)

Public Works selected UCSB through cooperative purchasing with UCSB. An agreement (Agreement No. 2025-024) with UCSB was approved by the City Council on April 15, 2025, for $64,788 to restore and maintain Ellwood Mesa and the Sperling Preserve. Amendment No. 1 to this agreement was executed on June 3, 2025, to extend the termination date and increase the not-to-exceed amount to $244,788.00. Amendment No. 2 to this agreement was executed on October 10, 2025, to include federal provisions to allow the City of Goleta to be reimbursed for its activities related to the City's Urban Forestry grant.

Amendment No. 3 to this agreement will increase the not-to-exceed amount of the research agreement by $193,750, for a new total not-to-exceed amount of $438,538 to continue restoration services and to extend the termination date to June 30, 2028 (Attachment 1).

Rincon Consultants, Inc.

Public Works selected Rincon Consultants, Inc. (Rincon) from the City's pre-authorized qualified consultants list to provide professional design services for a comprehensive

implementation plan to manage and enhance the Ellwood Mesa Monarch Butterfly Habitat Management Plan area. An agreement (Agreement No. 2021-063) with Rincon was approved by the Council on June 15, 2021, for $158,000. Amendment No. 1 to this agreement was executed on August 16, 2022, to add $566,511 for a new total not-to-exceed amount of $724,511 for additional services amended in Exhibits A-1 and an updated Schedule of Fees, described in B-1. Amendment No.2 to this agreement was executed on October 17, 2023, to add $437,881 for a new total not-to-exceed amount of $1,162,392 for additional services described in Exhibit A-2 and an updated Schedule of Fees, described in B-2. Amendment No. 3 to this agreement was executed on June 25, 2025 to extend the termination date to June 30, 2027.

Amendment No. 4 to this agreement will increase the not-to-exceed amount of the professional services agreement by $125,000, for a new total not-to-exceed amount of $1,287,392, to continue services and update the Schedule of fees in Exhibit B-3 (Attachment 2).

Rincon Consultants, Inc.

Public Works selected Rincon from the City's pre-authorized qualified consultants list to provide on-call arborist services. An agreement (Agreement No. 2022-001) with Rincon was approved by the City Manager on January 3, 2022, for a not-to-exceed amount of $44,999. Amendment No. 1 to this agreement was executed on November 1, 2022 to add $62,001 for a new total not-to-exceed amount of $107,000 for continued services. Amendment No.2 to this agreement was executed on June 20, 2023, to add $130,000 for a new total not-to-exceed amount of $237,000 for continued services and to include federal provisions and additional provisions regarding the Suspension and Debarment Act, Byrd Anti-Lobbying Act, the Clean Air Act, and termination of cause/convenience. Amendment No. 3 to this agreement was executed on June 26, 2024, to extend the termination date to June 30, 2026. Amendment No. 4 of this agreement was executed on August 20, 2024, to add $150,000 for a new not-to-exceed amount of $387,000 and update the Schedule of Fees in Exhibit B-1. Amendment No. 5 of this agreement was executed on October 8, 2025, to identify a new key member of the Consultant's firm and list subcontractors.

Amendment No. 6 to this agreement will increase the not-to-exceed amount of the professional services agreement by $165,000, for a new total not-to-exceed amount of $552,000, to continue services and update the Schedule of fees in Exhibit B-3, and to extend the termination date to June 30, 2027 (Attachment 3).

Dewberry Engineers, Inc.

Public Works selected Dewberry Engineers, Inc. (Dewberry) to provide Professional Design Services following a competitive request for qualifications process. An agreement (Agreement No. 2012-090) with Dewberry was approved by Council on August 7, 2012, for the professional design, engineering, permitting, and right-of-way services in conjunction with the Ekwill Street and Fowler Road Extensions Project. This agreement

has been amended to provide additional design, environmental, permitting, right-of-way, and design support during construction services, and to identify new hourly rates (Amendment No. 1-11).

Amendment No. 12 to this agreement will increase the not-to-exceed amount of the professional services agreement by $623,313, for a new total not-to-exceed amount of $7,095,899, provide additional services, and update the schedule of fees to identify new hourly rates (Attachment 4).

Rincon Consultants, Inc.

Public Works selected Rincon from the City's pre-authorized qualified consultants list to provide environmental and permitting support for the City's San Jose Creek Channel Fish Passage Modification Project (CIP No. 9117). An agreement (Agreement No. 2023-025) with Rincon was approved by Council on March 21, 2023, for $197,313 to complete environmental and permits for the San Jose Creek Channel Fish Passage Modification Project. Amendment No. 1 to this agreement was executed on December 3, 2024, for $60,916 for a new total not-to-exceed amount of $258,229 for additional services amended in Exhibit A-1.

Amendment No. 2 to this agreement will increase the not-to-exceed amount of the agreement by $111,719, for a new total not-to-exceed amount of $369,948, to provide additional services to prepare permitting for long-term maintenance of San Jose Creek Channel in the scope of work, and to extend the termination date to June 30, 2027 (Attachment 5).

Mark Thomas and Company, Inc.

Public Works selected Mark Thomas and Company, Inc. (Mark Thomas) from the City's pre-authorized qualified consultants list to provide Professional Design Services for the Union Pacific Railroad (UPRR) Portion of the San Jose Creek Multipurpose Path Project. An agreement (Agreement No. 2024-088) with Mark Thomas was approved by the City Manager on September 17, 2024, for $42,000 to provide design support and coordination for the UPRR portion of the project.

Amendment No. 1 to this agreement will increase the not-to-exceed amount of the Mark Thomas agreement by $22,620, for a new total not-to-exceed amount of $64,620, to continue services and to extend the termination date to June 30, 2027 (Attachment 6).

FISCAL IMPACTS:

These amendments are funded by various accounts listed in the tables below.

Table 1 – Estimated Costs and Funding for Amendments

Vendor	Project Component	Estimated Total Costs	Funding Source	Funding Amounts
UCSB (2025-024)	Research Services/Implementation of the Monarch Butterfly Habitat Management Plan	$193,750	101-50-5400-51300	$193,750
Total:		**$193,750**	**Total:**	**$193,750**
Rincon (2021-063)	Implementation of the Monarch Butterfly Habitat Management Plan and Permitting	$125,000	101-50-5400-51300	$125,000
Total:		**$125,000**	**Total:**	**$125,000**
Rincon (2022-001)	Consulting City Arborist Supporting Public Works Tree Maintenance and Management	$165,000	425-50-5400-51200	$70,000
			101-50-5500-51073	$25,000
			101-50-5800-51200	$70,000
	Total:	**$165,000**	**Total:**	**$165,000**
Dewberry (2012-090)	Professional Design Services	$623,313	207-90-9002-57071	$623,313
	Total:	**$623,313**	**Total:**	**$623,313**
Rincon (2023-025)	Environmental and Permitting for San Jose Creek Channel Fish Passage Modification Project	$111,719	101-90-9117-57070	$111,719
Total:		**$111,719**	**Total:**	**$111,719**
Mark Thomas (2024-088)	Professional Design Services	$22,620	202-90-9006-57070	$22,620
Total:		**$22,620**	**Total:**	**$22,620**

Table 2 – Dewberry Engineers, Inc. Agreement Funding
Ekwill Street and Fowler Road Extensions Project

Project Components	Project Costs
Preliminary Engineering /Environmental	$9,841,864
Land Acquisition	$5,779,429
Construction	$51,286,496
Total:	**$66,907,789**

Funding Source	Funding Amounts
General Fund (101)	$8,511,977
General Fund (102)	$250,000
Gas Tax (201)	$694,000
Measure A (205)	$1,397,984
Measure A – Other (206)	$365,315
Measure A Project Connect (207) (grant)*	$8,414,318
Transportation DIF (220)	$17,019,956
LRDP (230)	$6,521,664
Developer Agreement (231)	$1,554,760
STIP (308) (grant)	$15,822,321
CDBG (402) (grant)	$97,000
STIP (404)	$670,187
ARPA (423)	$4,933,990
RDA (601)	$654,318
Total:	**$66,907,789**

*Includes recommended budget appropriation as shown in Table 5

Table 3 – Mark Thomas and Company, Inc. Agreement Funding
San Jose Creek Multipurpose Path Project

Project Components	Project Costs
Preliminary Engineering /Environmental	$989,000
Final Design	$7,346,499
Construction	$41,076,850

Funding Source	Funding Amounts
TDA (202)	$262,062
Measure A (205)	$3,955,414
Measure A (206)	$1,038,378
DIF (Transportation 220)	$4,729,665
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)	$3,794,031**
Total:	**$49,412,350**	**Total:**	**$49,412,350**

*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.

Table 4 – Rincon Consultants, Inc. Agreement Funding
San Jose Creek Fish Passage Project

Project Components	**Project Costs**	**Funding Source**	**Funding Amounts**
Preliminary Engineering /Environmental	$0	General Fund	$1,667,277
Final Design	$1,667,277	Unfunded	$5,657,723
Construction	$5,657,723		
Total:	**$7,325,000**	**Total:**	**$7,325,000**

Project Connect project costs have increased due to unanticipated field conditions, evolving construction requirements, and additional costs for monument design. Costs include additional construction support services, including traffic handling plan updates, exhibit revisions, electrical service connection and water meter application preparation, responses to contractor RFIs, and monument design, as well as plan modifications resulting from changes to the San Jose Creek Fish Passage Improvements Project design for the portion under Hollister Avenue Bridge. Public Works staff is recommending the following budget appropriation. Amendment No. 1 to Cooperative Agreement No. 2024-073 was approved between Santa Barbara County Association of Governments and the City, increasing the Named Project Measure A funding from $8,414,317 to $9,806,630. This will appropriate the additional $1,392,313 in funding that the City is receiving for Project Connect.

Table 5 – Recommended Budget Appropriations

Fund Type	Account Type	Account To	Amount
Measure A Named Project	Revenue	207-90-9002-44701	$1,000,000
Measure A Named Project	Expense	207-90-9002-57071	$1,000,000
Measure A Named Project	Revenue	207-90-9033-44701	$392,313
Measure A Named Project	Expense	207-90-9033-57071	$392,313

ALTERNATIVES:

The City Council can elect not to approve the amendments and agreements 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. 3 Research Agreement 2025-024 with The Regents of the University of California, on Behalf of its Santa Barbara Campus
2. Amendment No. 4 Professional Services Agreement 2021-063 with Rincon Consultants, Inc.
3. Amendment No. 6 Professional Services Agreement 2022-001 with Rincon Consultants, Inc.
4. Amendment No. 12 Professional Design Services Agreement 2012-090 with Dewberry Engineers, Inc.
5. Amendment No. 2 Professional Services Agreement 2023-025 with Rincon Consultants, Inc.
6. Amendment No. 1 Professional Design Services Agreement 2024-088 with Mark Thomas and Company, Inc.
7. Amendment No. 1-2 and Research Services Agreement 2025-024 with The Regents of the University of California, on Behalf of its Santa Barbara Campus
8. Amendment No. 1-3 and Professional Services Agreement 2021-063 with Rincon Consultants Inc
9. Amendment No. 1-5 and Professional Services Agreement 2022-001 with Rincon Consultants Inc.

10. Amendment No. 1-11 and Professional Services Agreement 2012-090 with Dewberry Engineers, Inc.
11. Amendment No. 1 and Professional Services Agreement 2023-025 with Rincon Consultants, Inc.
12. Professional Design Services Agreement 2024-088 with Mark Thomas and Company, Inc.

ATTACHMENT 1

Amendment No. 3 Research Agreement 2025-024 with The Regents of The University of California, on Behalf of its Santa Barbara Campus

Docusign Envelope ID: 48ADA05F-B133-8D8D-8222-FA7A3DDDC74D

Lead PI: Lisa Stratton
Award/Record Number:2025-024

AMENDMENT NO. 3

This Amendment No. 3 of Research Agreement dated April 15, 2025 bearing award number 2025-024 (the "Research Agreement") by and between **The Regents of the University of California on behalf of its Santa Barbara Campus** (hereinafter "University") and City of Goleta (hereinafter "Sponsor") is made this _____of ____, 2026.

WHEREAS, in the Research Agreement, Sponsor agreed to fund the research project entitled "Monarch Butterfly Habitat Management Plan;"

WHEREAS, the parties now desire to *provide additional funding by sponsor, extend the performance period, revise Exhibit A- Scope of Work, and revise Exhibit B- Compensation;*

NOW THEREFORE, the Agreement is hereby amended as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the same meaning set forth in the Agreement.

2. In Section 3 of the Research Agreement, the phrase, "The Period of Performance and the Term of this Agreement shall be from April 1, 2025 through June 30, 2026." is hereby deleted in its entirety and replaced with the phrase, "The Period of Performance and the Term of this Agreement shall be from April 1, 2025 through June 30, 2028."

3. In Section 4 of the Research Agreement, the phrase, "The cost to Sponsor for University's performance hereunder shall not exceed $244,788.00 (Two hundred and forty-four thousand, seven hundred, and eighty-eight dollars) and as described in Exhibit B-1." is hereby deleted in its entirety and replaced with the phrase, "The cost to Sponsor for University's performance hereunder shall not exceed $438,538 (Four hundred and thirty-eight thousand, five hundred, and thirty-eight dollars) and as described in Exhibit B-2."

4. Exhibit A-1 of the Research Agreement is hereby deleted in its entirety and replaced with Exhibit A-2, attached hereto and incorporated herein.

5. In Exhibit B-1 of the Research Agreement is hereby deleted in its entirety and replaced with Exhibit B-2, attached hereto and incorporated herein.

6. Except as expressly modified herein, all other provisions of the Agreement remain in full force and effect and are hereby reaffirmed by the parties.

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ACCEPTED AND AGREED:

City of Goleta

By: _____

Robert Nisbet, City Manager

ATTEST:

By: _____

Deborah, Lopez, City Clerk

Date: _____

APRROVED AS TO FORM:

ISAAC ROSEN, CITY ATTORNEY

By: Signed by: Scott Shapses 4218AF313C014E2...

Scott Shapses, Deputy City Attorney

The Regents of the University of California on behalf of its Santa Barbara Campus

By: DocuSigned by: Lisa Stratton 8961E09AF6C2493...

Lisa Stratton, Ph.D Ecosystem Director, CCBER at UCSB

By: Signed by: Corrin Terrones A27EADDD616B409...

Corrin Terrones, Sponsored Projects Officer

Date: 4/13/2026

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EXHIBIT A-2

SCOPE OF WORK

Management of the project, communications and coordination with City of Goleta and other contractors, partners and volunteers. These include partners and contractors that will be assisting with the planting and weeding work on the project site. This task also includes review of proposed signage and mentorship of students in ecological restoration, research and monitoring of restoration projects. Work will be directed in coordination with the City of Goleta Staff.

- Twice weekly meetings with City of Goleta Open Space Manager and Collaborators for planning and coordination of restoration activities, monitoring and reporting.
- Weekly coordination, planning and follow up with collaborators for volunteer activities, sign development, mitigation requirements.
- Mentorship of UCSB students and community members in ecological restoration and supervision of student projects that could include tree monitoring, vegetation map making, invertebrate monitoring for pollinators and wetland species, acoustic monitoring for spring bird breeding.

Restoration and Management of areas recently restored within the Butterfly Grove in conformance with the goals of the Ellwood Mesa Monarch Grove Habitat and Management Plan. Specific actions include overseeing the irrigation and management of all planted trees and seedlings, invasive weed control around such planting areas and in additional areas as agreed upon with the City of Goleta, including design and implementation of additional pollinator nectaring islands, buffer plantings and riparian planting sites.

- Design and oversight of tree planting in support of Monarch aggregations in Ellwood West (eastern and western sites) - implementation dependent on fire crew work.
- Design and oversight of establishment of buffer plantings and nectaring islands in Ellwood West (eastern and western sites) - implementation dependent on fire crew progress.
- Oversight of all irrigation implementation and establishment in Ellwood Main, North and West for all established plantings.
- Oversight of weed control in Ellwood Main, West, North and Riparian areas for key habitat altering weeds: Cape Ivy, English Ivy and reduction of impact of annual weeds such as Oxalis pes-capri and annual grasses to allow natives to establish. On-going task dependent on rainfall and wood-chip availability.

Monitoring and Reporting

Work will include designing and implementing diverse monitoring strategies to track performance outcomes in the restored Monarch Grove. Factors that may be included include vegetation monitoring, photo monitoring, micro-climate instrumentation, breeding bird surveys using audio recording devices, pollinator visitation studies, and participation in Monarch Butterfly surveys. Time and effort, planting records and regular qualitative

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monitoring of mitigation areas also included. Reporting will support annual monitoring reports and presentations and papers on the project in conjunction with the City of Goleta.

Draft annual monitoring data report to include tree locations (map/gis layer), size; photo monitoring of key restoration zones, Aerial extent and map of nectar and buffer plantings, number of plants by species-planted records, vegetation monitoring transects of nectar islands. Additional documentation of past work effort to include weed control data, irrigation details, erosion control activities, herbivory protection efforts. Data to include total hours of volunteer contribution to the project.

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EXHIBIT B-2

COMPENSATION

FISCAL YEAR 2024-2025 BUDGET

- Total Labor Budget $37,800
- Total Travel Budget $2,000
- Total Supplies and Expenses Budget $11,618
- Total Indirect Costs $13,370
- Total $64,788

FISCAL YEAR 2025-2026 BUDGET

- Total Labor Budget $122,741
- Total Travel Budget $10,000
- Total Supplies and Expenses Budget $10,116
- Total Indirect Costs $37,143
- Total $180,000

FISCAL YEAR 2026-2027 BUDGET

- Total Labor Budget $144,270
- Total Travel Budget $6,000
- Total Supplies and Expenses Budget $3,500
- Total Indirect Costs $39,980
- Total $193,750

ATTACHMENT 2

Amendment 4 to Professional Services Agreement 2021-063 with Rincon Consultants, Inc.

Docusign Envelope ID: 90ACF57B-DA25-4B07-8699-A91484056F97

AMENDMENT NO. 4
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
RINCON CONSULTANTS, INC.

This **Amendment No. 4** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **RINCON CONSULTANTS INC.,** a California Corporation (Consultant"), dated June 15, 2021 ("Agreement," Agreement No. 2021-063) is made on this ____ day of _____, 2026.

SECTION A. RECITALS

1. This Agreement is for professional design services for a comprehensive implementation plan to manage and enhance the Ellwood Mesa Monarch Butterfly Management Plan Area; and

2. This Agreement has been amended to increase the authorization amount, and replace Exhibit A and B with Exhibits A-2 and B-2, and extend the termination date (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 $1,162,392.00; and

4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of $125,000 for continued tasks; and

5. The Agreement currently provides in Exhibit B-2 entitled "Compensation*"* the hourly rates; and

6. The parties desire to amend Exhibit B-2 of the Agreement to identify the new hourly rates, attached as "Exhibit B-3"; and

7. City Council approved this Amendment No. 4, on this _____ day of ____, 2026.

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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 $125,000 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 $1,287,392 (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, 2027, 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. This Agreement is amended to delete and replace in its entirety:

Exhibit B-2 "Compensation with **Exhibit B-3 "Compensation** attached hereto and incorporated herein.

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

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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

_____
Robert Nisbet, City Manager

ATTEST:

_____
Deborah Lopez, City Clerk

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:
Scott Shapses
4218AF313C014E2...
Scott Shapses, Deputy City Attorney

CONSULTANT

Signed by:
Steven J. Hongola, Vice President
8DE69ADB0855423...
Steve Hongola, Vice President

DocuSigned by:
Lacrissa Davis, Chief Financial Officer
799B3F2121DB48F...
Lacrissa Davis, Chief Financial Officer

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EXHIBIT B-3

COMPENSATION

Docusign Envelope ID: 90ACF57B-DA25-4B07-8699-A91484056F97

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	January 1, 2026 – December 31, 2026
Senior Principal	$342
Principal	$329
Director	$329
Senior Supervisor II	$313
Supervisor I	$292
Senior Professional II	$273
Senior Professional I	$255
Professional IV	$226
Professional III	$210
Professional II	$186
Professional I	$166
Associate III	$140
Associate II	$125
Associate I	$117
Field Technician	$100
Technical Editor	$157
Project Accountant	$134
Billing Specialist	$115
Publishing Specialist	$128
Clerical	$115

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability, cultural resources, GIS, data technology, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of $400.

Reimbursable Expenses

Equipment	Rate (per day)
Equipment Package (covers field equipment)	$150
UAS Drone	$300
Boat (20-foot Boston Whaler or Similar)	$800
Light-Duty and Passenger Vehicles*	$90
4WD and Off-Road Vehicles*	$150

* Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Direct Costs. Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 10%. These may include, but are not limited to, printing and production, laboratory and drilling services, subcontractors, vendors, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Budget Reallocation. Rincon reserves the right to reallocate the budget between tasks and staff classifications, while remaining within the approved contract amount.

Annual Escalation. Standard rates subject to 3.5% annual escalation on January 1.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.

Monitoring Rates. Rates for arborist/biological monitoring field staff under Task 3.4 have been modified in an effort to assist the City in reducing project costs: Professional I-IV will be billed at the $186 rate; Senior Professional I - Senior Principal will be billed at the $255 rate. These rates will be held through and may be escalated in 2027 in agreement with the City.

347 Group - Rates

Kymberly Jackson - $97
Jacob Malone - $69
Adam Ruano - $62

Pax Consultants, Inc. - Rates

Project Manager - $162
Deputy Project Manager - $139
Senior Arborist - $138
Senior Botanist/Arborist - $138

Docusign Envelope ID: 90ACF57B-DA25-4B07-8699-A91484056F97

CERTIFICATE OF LIABILITY INSURANCE

2/1/2027

DATE (MM/DD/YYYY) 1/28/2026

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 8110 E Union Ave., Ste. 100 Denver CO 80237 denver-certs@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1462718 Rincon Consultants, Inc. 2060 Knoll Drive Ventura CA 93003	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Westchester Surplus Lines Insurance Co — 10172 **INSURER B :** Hartford Fire Insurance Company — 19682 **INSURER C :** Palomar Excess and Surplus Insurance Co. — 16754 **INSURER D :** Starstone National Insurance Company — 25496 **INSURER E :** --- SEE ATTACHMENT --- **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 16564237 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X SIR: $50,000 X P&I GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	G48968181 002 APPROVED By Alicia Cabrera at 2:43 pm, Apr 10, 2026 AC	2/1/2026	2/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 4,000,000 $ 100,000 $ 10,000 $ 4,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	N	72UENOL5481	2/1/2026	2/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp./Coll. Ded	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 1,000
A C	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	N	G48968193 002 CEEXP-26-0000752-00	2/1/2026 2/1/2026	2/1/2027 2/1/2027	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ XXXXXXX
D D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	T10260329 (AOS) T10261427 (FL)	2/1/2026 2/1/2026	2/1/2027 2/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A E	Contractors Pollution Liab E&O Liab. Cyber	N	N	G48968181 002 See Attachment	2/1/2026	2/1/2027	$4M/$4M $4M Ea. occ./$4M Agg. Retro Date: 12/9/1994 See Attachment	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project: Ellwood Mesa Monarch Butterfly Habitat Management Plan 22-12869. The City of Goleta, its employees, officials, agents and member agencies are an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement(s) or policy language. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsement or policy language.

CERTIFICATE HOLDER

16564237
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE

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Docusign Envelope ID: 90ACF57B-DA25-4B07-8699-A91484056F97

Type of Insurance	Policy Number	Insurer	Policy Term	Limits
Cyber Liability	H25NGP224923-02	Houston Casualty Company	8/1/2025 - 2/1/2027	Limit: $5,000,000 Deductible: $25,000
Excess Cyber	CXS-107946155-01	Travelers Excess and Surplus Lines Company	8/1/2025 - 2/1/2027	Limit: $5M x $5M

Docusign Envelope ID: 90ACF57B-DA25-4B07-8699-A91484056F97

City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to ***paperless delivery*** of Certificates of Insurance, thus this is your final hard-copy delivery.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **16564237**.

- Email: mountainwestedelivery@lockton.com
- Phone: 303-728-8060

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox and phone number is for automating electronic delivery of certificates only. ***Please do NOT send future certificate requests*** *to this inbox or contact the phone number below with email updates.*

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
The City of Goleta, its employees, officials, agents and member agencies 130 Cremona Drive, Suite B Goleta,, CA 93117	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section III – Who Is An Insured within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insured(s), the following exclusion is added:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of “your work” out of which the “bodily injury” or “property damage” arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Docusign Envelope ID: 90ACF57B-DA25-4B07-8699-A91484056F97

Policy Number: G48968181 002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
The City of Goleta, its employees, officials, agents and member agencies 130 Cremona Drive, Suite B Goleta,, CA 93117	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section III – Who Is An Insured within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability arising out of "your work" at the location designated and described in the Schedule above performed for that additional insured and included in the "products-completed operations hazard".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Docusign Envelope ID: 90ACF57B-DA25-4B07-8699-A91484056F97

Policy Number: G48968181 002 : Effective Date: 2/1/2026-2/1/2027

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

A. SECTION III — WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability arising out of "your work" for that person or organization performed by you, or by those acting on your behalf.

B. As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:

1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insureds shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
2. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for injury or damage arising out of "your work" performed under a written contract with that person(s) or organization(s).
3. The term "additional insured" is used separately and not collectively, but the inclusion of more than one "additional insured" shall not increase the limits or coverage provided by this insurance.

This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Docusign Envelope ID: 90ACF57B-DA25-4B07-8699-A91484056F97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

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If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company)

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

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(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

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We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

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ATTACHMENT 3

Amendment No. 6 Professional Services Agreement 2022-001 with Rincon Consultants, Inc.

Docusign Envelope ID: AAB8C43D-909D-495B-9718-AECB1A786C83

AMENDMENT NO. 6
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
RINCON CONSULTANTS, INC

This **Amendment No. 6** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Rincon Consultants, Inc. (**Consultant") dated January 3, 2022 ("Agreement," Agreement No. 2022-001) is made on this ____ day of ___, 2026.

SECTION A. RECITALS

1. This Agreement is for On-Call Arborist Services to support the Public Works Department and the Parks and Open Space division; and

2. This Agreement has been amended to provide additional compensation for continued tasks, extend the termination date, replace exhibit B with Exhibit B-1, include federal contract provisions, and identify new key subcontractors and members of the Consultant's firm (Amendment No. 1, 2, 3, 4, and 5); and

3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed $387,000; and

4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of $165,000 for continued 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, 2027; and

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

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

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

Docusign Envelope ID: AAB8C43D-909D-495B-9718-AECB1A786C83

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 $165,000 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 $552,000 (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, 2027, 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 year to read in its entirety:

The term of this Agreement is from the date first written above to June 30, 2027, 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 B-1 "Schedule of Fees" with **Exhibit B-2 "Schedule of Fees"** attached hereto and incorporated herein.

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

Docusign Envelope ID: AAB8C43D-909D-495B-9718-AECB1A786C83

In concurrence and witness whereof, this Amendment No. 6 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

Robert Nisbet, City Manager

CONSULTANT

DocuSigned by:
Lacrissa Davis
799B3F2121...

Lacrissa Davis, CFO

ATTEST:

Deborah Lopez, City Clerk

Signed by:
Steven J. Hongola
8DE69ADB0855423...

Steven J. Hongola, Vice President

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:
Scott Shapses
4218AE313C014E2...

Scott Shapses, Deputy City Attorney

Docusign Envelope ID: AAB8C43D-909D-495B-9718-AECB1A786C83

EXHIBIT B-2
SCHEDULE OF FEES

Docusign Envelope ID: AAB8C43D-909D-495B-9718-AECB1A786C83

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	January 1, 2026 – December 31, 2026
Senior Principal	$342
Principal	$329
Director	$329
Senior Supervisor II	$313
Supervisor I	$292
Senior Professional II	$273
Senior Professional I	$255
Professional IV	$226
Professional III	$210
Professional II	$186
Professional I	$166
Associate III	$140
Associate II	$125
Associate I	$117
Field Technician	$100
Technical Editor	$157
Project Accountant	$134
Billing Specialist	$115
Publishing Specialist	$128
Clerical	$115

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability, cultural resources, GIS, data technology, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of $400.

Reimbursable Expenses

Equipment	Rate (per day)
Equipment Package (covers field equipment)	$150
UAS Drone	$300
Boat (20-foot Boston Whaler or Similar)	$800
Light-Duty and Passenger Vehicles*	$90
4WD and Off-Road Vehicles*	$150

* Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Direct Costs. Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 10%. These may include, but are not limited to, printing and production, laboratory and drilling services, subcontractors, vendors, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Budget Reallocation. Rincon reserves the right to reallocate the budget between tasks and staff classifications, while remaining within the approved contract amount.

Annual Escalation. Standard rates subject to 3.5% annual escalation on January 1.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.

ATTACHMENT 4

Amendment No. 12 Professional Design Services Agreement 2012-090 with Dewberry Engineers, Inc.

Docusign Envelope ID: 586DD202-A3B5-4156-BB82-767F5F2CAD77

AMENDMENT NO. 12
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DEWBERRY ENGINEERS, INC.

This **Amendment No. 12** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Dewberry Engineers, Inc.** ("Consultant") dated August 7, 2012 ("Agreement," Agreement No. 2012-090) 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 Ekwill Street and Fowler Road Extensions Project; and

2. This Agreement has been amended to provide additional design, environmental and permitting, right of way and design support during construction services, provide for additional compensation, extend the term of the agreement, and identify new hourly rates (Amendment No. 1-11); and

3. The Agreement currently provides for the total compensation amount not to exceed $6,472,586; and

4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of $623,313 for continued and additional tasks; and

5. The Agreement currently provides in Exhibit A-9 entitled "Scope of Work" the complete and particular description of services; and

6. The parties desire to amend Exhibit A-9 by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-10"; and

7. The Agreement currently provides in Exhibit B-10 entitled "Schedule of Fees" the hourly rates; and

8. The parties desire to amend Exhibit B-10 of the Agreement to identify the new hourly rates, attached as "Exhibit B-11"; and

9. The City Council approved this Amendment No. 12, on this ____ day of _____, 20__.

Docusign Envelope ID: 586DD202-A3B5-4156-BB82-767F5F2CAD77

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 $623,313 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 $7,095,899 (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-11," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2027, 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. This Agreement is amended to delete and replace in its entirety:

Exhibit A-9 "Scope of Work" with **Exhibit A-10 "Scope of Work"** attached hereto and incorporated herein.

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

Exhibit B-10 "Schedule of Fees" with **Exhibit B-11 "Schedule of Fees"** attached hereto and incorporated herein.

4. 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. 12 has been executed by the parties effective on the date and year first above written.

Docusign Envelope ID: 586DD202-A3B5-4156-BB82-767F5F2CAD77

CITY OF GOLETA

Robert Nisbet, City Manager

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:
Scott Shapses
8E54D6490186440...
Scott Shapses, Deputy City Attorney

CONSULTANT

DocuSigned by:
DENNIS HAGLAN
1811FBC74C7B4D8...
Dennis Haglan, Senior Vice President

DocuSigned by:
Jose Silva
2630E885338540E...
Jose Silva, Vice President

Docusign Envelope ID: 586DD202-A3B5-4156-BB82-767F5F2CAD77

EXHIBIT A-10

SCOPE OF WORK

TASK 1: MANAGEMENT

1.1 PROJECT MANAGEMENT

1.1.1 Consultant shall communicate regularly with City staff using telephone, fax, email, written correspondence, and face-to-face meetings as required throughout the term of the contract. Consultant shall prepare draft letters requesting right of entry into private parcels for surveys, geotechnical investigations and right of way purposes. These draft letters can be used by the City to cut and paste onto City letterhead for transmittal by the City to the affected property owners.

1.1.2 Consultant shall schedule, chair, and prepare meeting agendas and notes for Project Development Team (PDT) meetings. The agendas are to be submitted to the City for review prior to the meeting. The notes will be distributed to all attendees, everyone who was invited, and the City's Project Manager within five (5) working days after the meeting. The notes will include, but not be limited to, a list of attendees with phone numbers and email, a synopsis of discussion items, any pertinent information, decisions made, action items, and follow-up to action items. Up to 4 PDT meetings are anticipated for this task.

1.1.3 Consultant shall attend and present information, as required, at meetings with the City's Project Team, with stakeholder groups, or before the City Council.

1.1.4 Consultant shall monitor the quality of all deliverables, calculations, and other work products. Consultant shall follow our internal quality control procedures, including a documented peer review and constructability review.

1.1.5 Consultant shall develop and maintain a project schedule and shall provide the City with a monthly updated schedule that will be incorporated into the City's overall project schedule. The overall project schedule shall be maintained by the City.

1.2 RESEARCH RECORD INFORMATION. Consultant shall research existing record drawings, maps, and supplement with field surveying, as necessary, to determine existing conditions. Consultant shall provide a Report of Project Items based on the findings of this research and investigation of record information. The report, at a minimum, shall include, but not be limited to, the following:

- The report shall itemize the results of all research and investigation including cataloging the sources of information.
- Identify locations of potential conflicts or constraints that may impact the design of the project.
- Identify conflicts of potholed underground utilities and overhead improvements.
- Identify right-of-way, easement, and environmental constraints.

1.3 AMENDMENT 3 SCOPE. PROJECT TIME EXTENSIONS AND RESULTING PROJECT

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MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for the oversight and day-to-day management of the project team. The additional work is primarily due to an extended project delivery schedule of over one year.

1.4 AMENDMENT 4 SCOPE. PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for the oversight and day-to-day management of the project team.

1.5 AMENDMENT 5 SCOPE. PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for the oversight and day-to-day management of the project team for an additional year in time. This increase in time is the consequence of the required revisions to the Fowler Road scope and related modification to permitting.

1.6 AMENDMENT 6 SCOPE. PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for oversight and day-to-day management of the project team for an additional 18 months. This extension is a consequence of the additional work related to environmental mitigation, permit application review periods and right of way negotiation duration.

1.7 AMENDMENT 7 SCOPE. PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for oversight and day-to-day management of the project team for an additional 6 months. This extension is a consequence of the additional work related to design, environmental mitigation and right of way.

1.8 AMENDMENT 8 SCOPE. PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for oversight and day-to-day management of the project team for an additional 10-12 months. This extension is a consequence of the additional work related to design, environmental mitigation and permitting, environmental pre-construction surveys, utility coordination, and right of way.

1.9 AMENDMENT 9 SCOPE. PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for oversight and day-to-day management

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of the project team for an additional 10-12 months. This extension is a consequence of the additional work related to design, environmental mitigation and permitting, environmental pre-construction surveys, utility coordination, and right of way.

LIST OF DELIVERABLES:

- ✓ Prepare Monthly progress reports with action item log and schedule update
- ✓ Prepare Meeting Agendas and Notes for meetings held at City office
- ✓ Bi-weekly PDT Phone Conference Attendance

1.10 AMENDMENT 10 SCOPE. PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for oversight and day-to-day management of the project team to respond to CITY review comments and to finalize the bid package for construction.

LIST OF DELIVERABLES:

- ✓ Prepare Monthly progress reports.

TASK 2: SURVEYING

2.1 FIELD SURVEYS AND TOPOGRAPHIC MAPPING. Consultant shall review the existing topographic mapping, boundary, right of way and easement mapping, and to fill in with additional surveyed data as necessary to complete the base map for design. The following work items shall be included:

2.1.1 Recover survey control from previous project work and establish new project survey network.

2.1.2 Review of preliminary title reports (approximately 18) as provided in Task 12.2. Review previous boundary and easement mapping for additions and changes since the previous mapping was completed.

2.1.3 Conduct research and field surveys as necessary to expand the boundary and right of way retracements as needed.

2.1.4 Amend existing boundary, right of way and existing easement mapping.

2.1.5 Conduct field surveys as necessary to expand or fill in the existing ground-based topographic mapping to accommodate the roadway design.

2.1.6 Prepare new base map for design.

2.1.7 Locate geotechnical borings on base map.

2.1.8 AMENDMENT 8 SCOPE. Field Surveys and Topographic Mapping
Since the project was initiated over 10 years ago and there has been a fair amount of private and public work implemented in the work area since that time

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consequently, project control used in the development of the project may have been destroyed. Additional survey and control by MNS are required and needs to be confirmed or reset prior to construction

LIST OF DELIVERABLES:

- ✓ Re-establish and reset project control at the site

2.2 AMENDMENT 3 SCOPE. The additional work for topographic mapping is the largest component of additional survey work. This includes a substantial increase in the areas to be mapped as compared to the original areas contemplated.

Additional work is needed on Kellogg and Dearborn Avenues, Ward Drive, Highway 217, and additional effort to map storm drain and sewer manholes including coordination with Goleta Sanitation District for opening locked manholes and damaged manholes. Survey buildings and trees and add to the expanded base map. Additional surface area is needed on the Fowler Street alignment for more detailed mapping. Detailed mapping of buildings, door widths, hardscape, paving, striping, and drainage features is required along the Ekwill Street alignment. Detailed tree location mapping is needed in the Pine Avenue area as well as staking to show the limits of anticipated construction. This work includes field and office time to provide updated base maps for all three locations (Ekwill, Fowler and Hollister).

Surveys for off-site biological remediation are needed. This work involves the coordination with environmental consultant and mapping of a potential off-site remediation area in the vicinity of Aero Camino and Hollister Ave.

Surveys for tree inventory are necessary. This work involves coordinating with the environmental consultant and processing tree locations and preparing tree inventory exhibits.

TASK 3: MATERIALS AND FOUNDATIONS REPORTS

1.1 GEOTECHNICAL STUDIES AND REPORTS. Consultant shall prepare a Materials and Foundations Report to support the design of the pavement structural sections, retaining walls and creek crossing structures (pre-cast arch culverts with natural bottom).

Report submittals shall be prepared in a format that is compatible with Caltrans design guidelines and reporting requirements for roadways and structures. A single Geotechnical Report that addresses geotechnical issues outside Caltrans right of way shall be prepared. A separate standalone Foundation Report shall be prepared for the retaining wall along the southbound off ramp for Caltrans review.

A location map showing proposed boring locations will be prepared, and the boring locations shall be marked in the field and underground service alert will be contacted.

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Proposed boring locations shall be checked against utility maps prior to marking in the field. Consultant shall obtain a permit from the City and Caltrans for field work that will be performed in the roadway.

The field exploration (borings) will be performed to obtain subsurface information for design of the roadway foundations. A tentative schedule for the field exploration program is summarized below:

Location	Field Exploration	Purpose
General Roadway	10 Borings to 10 feet	R-value samples, pavement design and culverts
Old San Jose Creek Bridges at Fowler Road and Ekwill Street	2 borings to 75 feet 2 CPT Soundings to 75 feet	Liquefaction, settlement, and foundation analyses for bridge foundations
SB Off ramp Retaining Wall	2 borings to 75 feet ±5 CPT Soundings to 75 feet	Liquefaction, settlement, and foundation analyses for retaining wall foundations and back slope area

The borings shall be drilled using a truck-mounted drill rig equipped with hollow stem augers. Borings will be sampled at approximately 5-foot intervals using standard penetration test (SPT) split spoon and modified California split spoon samplers. The borings shall be backfilled with the cuttings upon on the completion of drilling. Traffic control will be provided during for the field exploration work.

The field work shall include observation of existing drainage and concrete structures for obvious signs of corrosion, and near-surface soil samples will be obtained from proposed drainage improvement areas for corrosion testing in accordance with Caltrans test methods.

The geotechnical report specifically excludes the search for and evaluation of hazardous materials in soil, water, or air, including aerially deposited lead outside of Caltrans' right of way. In the event that hazardous materials are encountered during field exploration, Consultant shall promptly report the contamination to the City. Investigation for aerially deposited lead within the Caltrans right of way is described in Task 5.2.

Laboratory tests shall be performed on selected samples obtained from the field exploration program to assist in the characterization of the geotechnical engineering properties of the materials encountered. Tests shall be performed for soil classification, compaction, shear strength, consolidation, corrosion, and R-value.

Consultant shall prepare two draft reports for the project: a Geotechnical Report for the design of improvements on Ekwill and Fowler, and one for the retaining walls at the Hollister interchange for specific review by Caltrans. The draft reports will be submitted in Adobe portable document file (pdf) format for review by the City, Caltrans, and the design team. Hard copies of the draft report will be provided, if requested. Graphics showing the site location, locations of field explorations, and interpreted subsurface profile along the alignment(s) shall be submitted with the report. Field and

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laboratory data obtained from the geotechnical studies will be included in the reports. The reports shall contain professional opinions and recommendations regarding for the following:

- Slope inclinations for the design of cut and embankment slopes.
- Cuts and excavations associated with earthwork for the roadway approaches.
- Embankments including suitability of excavated materials for use as fill, moisture control, erosion control and drainage considerations, expansive soils, estimated settlement and special treatments to reduce settlement, if needed.
- Corrosion considerations for culverts and buried concrete structures (cement factors, pipe thickness, and need for coatings).
- Earthwork factors for onsite materials that are excavated and replaced as compacted fill.
- Structural sections for asphalt concrete pavements-based traffic indices provided to us.
- Site geology, faulting, and seismicity.
- Seismic design criteria for use with Caltrans design methods.
- Corrosion considerations for design of subsurface structures (minimum cement factors estimated in accordance with Caltrans guidelines).
- Suitable foundation types for the conditions encountered (such as spread footings, driven concrete, or steel piles, CISS, or CIDH piles).
- Specified tip elevation, settlement, and size for suitable deep foundation types and class of pile loading considered (up to 2 pile types can be considered).
- Lateral capacity of single pile foundations for free-head and fixed-head conditions based on p-y analysis.
- Pile spacing and group reduction factors for vertical and lateral loads.
- Lateral earth pressures, spring constants, and passive pressure resistance for abutment design.
- Special considerations for approach fill settlements: allowable slope inclinations, waiting periods, and need for monitoring; and
- Construction considerations: need for dewatering, pile driving, CIDH pile construction, adjacent structures, temporary excavations, and shoring.

Consultant shall prepare the log of test borings sheets for the retaining wall at the Hollister/217 interchange. The sheets shall be prepared on Caltrans standard plan sheets for log of test borings. A copy of the LOTB shall be submitted with the draft Geotechnical Report.

Upon receipt of written comments, the comments will be addressed and incorporated into the final Geotechnical Report and Log of Test Borings. Four (4) hard copies and one Adobe portable document file (pdf) copy of the final report shall be submitted.

1.2 AMENDMENT 3 SCOPE. Additional work and cost are required for the acquisition of permits for exploratory drilling. Also, the cost of drilling is affected by having to reschedule work around the local business access needs.

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Additional work is needed to provide recommendations and reporting for a soil nail wall along the 217 southbound off ramp. This wall is needed to support mainline SR 217 along the off-ramp to improve the roundabout approach geometry at the base of the off-ramp. The original scope of services assumed this would be a conventional gravity type wall, but the wall type was changed to soil nail after a value analysis of the original concept. Design of a soil nailed wall requires more extensive evaluations and analyses. The geotechnical engineering includes input regarding nail size, length, and spacing for different wall height ranges.

- Summary of subsurface soil and groundwater conditions along the proposed soil nailed wall alignment.
- Evaluation of geological hazards consisting of faulting and ground rupture potential, strong ground shaking and peak horizontal ground acceleration for liquefaction potential, seismic settlement, and a qualitative evaluation of lateral spreading hazards.
- Development of an ARS curve in accordance with Caltrans seismic design criteria.
- Development of up to 4 subsurface cross sections considered representative of changing wall heights and/or subsurface conditions.
- Evaluations of those representative cross sections with soil nailed reinforcement to achieve static and seismic slope stability.
- Recommendations for soil nail size, lengths and spacing required to support the vertical wall.
- Coordination with the design team to develop construction plans and details for the soil nailed wall.
- Discussion of corrosion potential and construction considerations; and
- Preparation of submittals with structure design calculation supporting the recommendations and independent design check calculations in accordance with Caltrans procedures.
- Preparation of a standalone Draft and Final Geotechnical Design Report for the proposed soil nailed wall at the southbound off-ramp of SR 217 at Hollister Avenue.

1.3 AMENDMENT 9 SCOPE - RESPONSE TO CALTRANS COMMENTS

This task includes responding to late comments received from Caltrans on the Soil Nail wall from the Caltrans geotechnical functional unit. The task includes an updated Geotechnical Report.

LIST OF DELIVERABLES

- ✓ Draft and Final Geotechnical Report (Fowler-Ekwill)
- ✓ Draft and Final Foundation Report (SB Off Ramp Retaining Wall)
- ✓ Four (4) Log of Test Borings Sheets
- ✓ Geotechnical design report for design of a soil nail wall in accordance with Caltrans guidelines

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TASK 4: DRAINAGE REPORT

Consultant shall provide drainage analysis and overall drainage coordination for the project. This task involves understanding the hydrology and hydraulics of the area as well as local drainage issues.

4.1 DRAINAGE REPORT. Consultant shall prepare a report addressing the hydrology, hydraulic and drainage impacts of the project. Calculations and sketches of existing and proposed hydraulic structures shall be included in the report. The fact that the project crosses several different jurisdictions makes the development and completion of the drainage report more complicated than typical. Consultant shall provide a drainage report acceptable to the oversight agencies. There may be 4 different agencies providing oversight and/or approval of the document and plans, including:

- City of Goleta: City of Goleta storm water management plan and storm water pollution prevention guidelines will be used to develop the analysis and report.
- City of Santa Barbara: Portions of the work along Fairview Avenue and the Fowler Road roundabout are within City of Santa Barbara purview and require using City of Santa Barbara storm water management program standards and methodology. Storm water issues in these areas will need to be permitted through the City of Santa Barbara.
- County of Santa Barbara: Small portions of the Fowler Road roundabout and the northbound SR217 off ramp at Hollister Avenue may impact County of Santa Barbara jurisdiction. If this is indeed the case, storm water issues in these areas may need to be addressed in accordance with the County of Santa Barbara storm water management program.
- Caltrans: The SR217 off/on ramps at Hollister Avenue are also under Caltrans jurisdiction. Caltrans standards and methodology will be used for this area.

Likewise, these local agencies will also require that storm water quantity and quality project components be permitted through their departments under their plans/programs.

4.1.1 AMENDMENT 9 SCOPE DRAINAGE REPORT
This work includes additional MNA and storm water work requested by Caltrans and includes an updated Drainage Report for Hollister Avenue

4.2 STORM WATER QUALITY. Storm water quality is a major component of any project that disturbs over one (1) acre of land. Water pollution elimination requirements and water quality expectations are continually evolving and becoming stringent with the review and approval processes becoming more rigorous. This is more complicated for this project due to varying and sometimes overlapping jurisdiction in regard to storm water quality. For this task, Consultant shall focus on three results:

- Design Recommendations & Review: Consultant shall provide drainage recommendations to the roadway engineers and will review the drainage plans for compatibility and conformance to the drainage report and the drainage needs.
- Permitting: Consultant shall prepare storm water permit applications and

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shepherd them through the various local agency processes.

- Water Pollution Control Plans: Consultant shall prepare water pollution control plan and specifications for contract documentation plan set.

4.2.1 AMENDMENT 9 SCOPE STORM WATER QUALITY

This work includes revisions to the stormwater retention calculations for the CITY to account for removal of stormwater retention facilities within Caltrans jurisdiction on Hollister Avenue.

4.3 AMENDMENT 4 SCOPE. STORM WATER QUALITY. The California Regional Water Quality Control Board has adopted new regulations for post-construction storm water treatment that were not assumed in the original scope of work. This additional effort is necessary to redesign the entire project to ensure the project retains and treats runoff prior to flowing into the receiving bodies of water (San Jose Creek, Old San Jose Creek or San Pedro Creek).

4.4 AMENDMENT 8 SCOPE. Additional Drainage and Stormwater Work

This work includes the addition extensive coordination and design changes between Caltrans and the Regional Water Quality Control Board which will require revisions to the Roadway Drainage Report, Storm Water Data Report, and Post-Construction Requirement (PCR) calculations and exhibits for the Water Quality Certification application.

LIST OF DELIVERABLES

- ✓ Meeting minutes
- ✓ Revised PS&E updates
- ✓ Updated Roadway Drainage Report
- ✓ Updated Storm Water Data Report
- ✓ Updated PCR Calculations for Water Quality Certification application

4.5 AMENDMENT 10 SCOPE. STORM DRAIN SYSTEM MODIFICATIONS

Revise storm drain systems per City comments, including clarifications and details that should have been included in the final submittal (prior to the pre-advertisement submittal), revising the drainage sheets, and adding utility crossings to the drainage profiles.

TASK 5: AERIAL DEPOPSITED LEAD STUDY

5.1 AERIALLY DEPOSITED LEAD TESTING. This task provides for testing for aerially

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deposited lead within Caltrans right of way. Geocon shall perform the sampling and testing under the direction of consultant. Geocon shall perform the following tasks:

- Prepare Health and Safety Plan.
- Prepare a workplan for Caltrans approval.
- Field Activities:
    - Advance up to 24 hand-auger borings at proposed ramp modification location
    - Collect four soil samples per boring at depths of 0, 0.5, 1, and 2 ft (total 96 samples)
- Laboratory Analyses:
    - 80 soil samples for Total Lead
    - 16 soil samples for CAM17 Metals
    - Up to 45 soil samples for Soluble (WET, DI-WET, or TCLP) Lead

LIST OF DELIVERABLES

- ✓ Draft Site Investigation Report
- ✓ Final Site Investigation Report

TASK 6: PERMITTING

6.1 PERMITTING SUPPORT. Under the direction of Consultant, URS Corporation (URS) shall provide the work required to support the permit application process. The following scope of work describes the technical approach and methodology and lists deliverables.

Permitting-related tasks shall begin as soon as possible in 2012 to support a 2014 construction start date. The permitting scope of services is written according to the permits required. The first four permits are as follows:

PERMIT 1 COE SECTION 404 PERMIT

PERMIT 2 SECTION 7 CONSULTATION (FHWA)

PERMIT 3 CCRWQCB SECTION 401 CERTIFICATION PERMIT

PERMIT 4 CDFG SECTION 1602 PERMIT

These four permits and approvals are addressed together since the content of the permit applications is substantially similar, and each application requests that copies of the others be included as attachments. Identical submittal packages (on CD) containing the permit applications and all required attachments for submittal to all three agencies shall be prepared and submitted to the City. Section 7 consultation, which is required to obtain the Section 404 Permit, is also addressed in this section.

The following authorizations are required due to the project's proposed impacts to jurisdictional waters and streambeds and are briefly described here:

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PERMIT 1 AND PERMIT 2

SECTION 404 PERMIT. Authorization under Section 404 of the Clean Water Act (CWA) is required for activities involving a discharge of fill material into Waters of the U.S. and is administered by the COE. Because the project's impact to waters is minimal, streamlined authorization under Nationwide Permit (NWP) 14, which authorizes discharges for linear transportation projects, will be appropriate.

PERMIT 3

SECTION 401 WATER QUALITY CERTIFICATION. Section 401 of the CWA requires that an applicant for a federal permit to discharge fill material into Waters of the U.S. (such as a CWA Section 404 permit) must also obtain a state-issued certification that the discharge would not violate state water quality standards. In the project region, Section 401 Water Quality Certifications are issued by the Central Coast RWQCB.

PERMIT 4

CALIFORNIA FISH AND GAME CODE SECTION 1602 -- STREAMBED ALTERATION AGREEMENT. Under Section 1600 *et seq.* of the California Fish and Game Code, activities that would divert, obstruct, or substantially alter a streambed must be authorized through a Streambed Alteration Agreement from the CDFG. Permit applications to the COE, CCRQCB, and CDFG shall include (on CD) the project's Mitigation Plan, Final EIR, the Natural Environment Study (NES) and the NES Addendum, the Federal Highway Administration's (FWHA's) Section 7 consultation letter, and documentation that Section 106 consultation has been completed.

TASKS FOR PERMITS 1 - 4

6.1.1 PRE-APPLICATION MEETINGS AND SITE VISITS. The URS environmental project manager and environmental task leads shall attend a pre-application meeting/site visit at the City of Goleta with the COE and CDFG.

6.1.2 PREPARE COMPENSATORY MITIGATION PLAN. A Compensatory Mitigation Plan is required to accompany all Section 404 permit applications. To reduce redundancy and simplify the implementation phase of the project, URS shall integrate the Compensatory Mitigation Plan into the biological mitigation plan required by EIR Mitigation Measure NA-

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6.1.21 AMENDMENT 9 SCOPE - PERMITTING AND ENVIRONMENTAL COMPLIANCE.

The Consultant will continue coordination with the growing of native plant stock. Native plant stock is required for the restoration installation phase, which is a Construction Phase task that is not part of this proposed scope of work. Consultant has contracted with a nursery that has agreed to grow the native plants for the Project and requires a 40% deposit so that they may begin propagation. The remaining 60% will be due upon delivery and will be included as part of the City's general Construction Contractor's scope.

6.1.22 AMENDMENT 10 SCOPE - PREPARE SWPPP

Prepare a Storm Water Pollution Prevention Plan (SWPPP) for the project.

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.

LIST OF DELIVERABLES

- Draft and Final SWPPP

6.1.3 PROVIDE DOCUMENTATION THAT CALTRANS HAS COMPLETED NATIONAL HISTORIC PRESERVATION ACT SECTION 106 CONSULTATION. The COE 404 permit application will include documentation that Caltrans has completed Section 106 consultation with the California Office of Historic Preservation (OHP) in accordance with the January 1, 2004, *Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California.*

URS shall provide the COE with Caltrans and OHP correspondence to demonstrate that no further Section 106 consultation by the COE will be necessary. This correspondence will consist of the November 23, 2009, letter from Caltrans to the OHP and the April 19, 2010, letter from the OHP to Caltrans.

6.1.4 RESPONSES TO AGENCY COMMENTS. The COE, CDFG and/or the CCRWQCB may comment on the permit applications. For example, they may want to refine or modify measures in the project's Mitigation Plan. Under the direction of CONSULTANT, URS

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shall review all comments, coordinate with the City and CONSULTANT, and provide responses as directed.

6.1.5 AMENDMENT 4 SCOPE. PERMITS 1 THROUGH 4. Additional effort related to Permits 1 through 4 includes:

- Potential changes to the Devereux Creek Restoration Plan as a result of butterfly habitat and habitat restoration beneath eucalyptus tree canopy.
- Potential changes in impact mitigation ratios. Currently the mitigation ratios are at 3:1 for permanent impacts and 2:1 for temporary. If these ratios are increased through permit conditions, a new or supplemental restoration site will be required to be designed.
- The path to obtaining Coastal Commission and Local CDP Permits will ultimately require a substantial amount of support activities to the City

LIST OF DELIVERABLES, PERMITS 1 - 4

URS shall prepare a single submittal package containing the following major deliverables:

- Mitigation Plan incorporating the Compensatory Mitigation Plan
- Completed Nationwide Section 404 Permit Checklist
- Completed Section 401 Water Quality Certification Application
- Completed Notification of Streambed Alteration Agreement
- Responses to agency comments, including revisions to the Mitigation Plan

PERMIT 5 CALIFORNIA COASTAL COMMISSION (CCC) COASTAL DEVELOPMENT PERMIT (CDP)

6.1.5 PRE-APPLICATION MEETING WITH CCC. The City may informally consult with CCC staff as early as possible and meet face-to-face with CCC's Ventura office staff. All communication with the CCC shall be through the City unless CONSULTANT is specifically directed by the City to contact the CCC. The City will inform CONSULTANT as to the discussions and comments from the CCC that affect the permit application.

6.1.6 ATTEND A SITE VISIT WITH CCC STAFF AND PROJECT BIOLOGISTS. The team lead biologist(s) shall attend a meeting with the City and CCC staff to present the adequacy of proposed mitigation measures, including mitigation ratios. The team biologist shall note feedback on impacts and mitigation measures, identify outstanding concerns and recommendations, and verify what the City wants to include in the CDP application. Consultant shall provide the City with the NES and Addendum, including the most current color set of relevant maps and figures, for transmittal to the CCC staff.

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6.1.7 PREPARE A STAND-ALONE SUMMARY OF KEY CCC ISSUES OF CONCERN FOR INCLUSION IN THE CDP APPLICATION PACKAGE. The summary shall address issues brought up by CCC staff during the pre-application meeting and site visit. This summary will provide CCC staff with a summary version of the EIR and technical studies in order to accelerate the staff's understanding of the project and its impacts and mitigation measures. The summary shall include a simple table identifying where more detailed information can be found in the EIR and technical studies. The summary shall be delivered to the City for transmittal to the CCC.

6.1.8 PROVIDE TECHNICAL INPUTS TO SECTIONS OF THE CDP APPLICATION. The package shall include the EIR and key technical studies. Consultant shall provide technical inputs that relate to environmental issues with the CDP application.

6.1.9 PROVIDE TECHNICAL RESPONSES TO CCC STAFF COMMENTS ON THE CDP APPLICATION. The CCC shall provide a formal written response to the City's CDP application within 30 days indicating if the application is deemed complete. If deemed complete this task will not be needed. If it is not deemed complete, the CCC shall request additional information.

Consultant shall review the CCC completeness letter and provide the City with additional technical information, if needed. Consultant shall review CCC comments, outline responses, and identify responsible parties to address each comment. It is assumed that the City shall handle the direct communication and coordination with the CCC for the CDP.

6.1.10 REVIEW CCC STAFF REPORT AND ATTEND THE CCC PUBLIC HEARING. Once the application is deemed complete, CCC staff shall complete its analysis and issue a staff report. The staff report either would recommend conditions of approval or recommend project denial. Consultant shall review the staff report for inaccuracies or conditions of approval that may be problematic.

6.1.11 AMENDMENT 3 SCOPE. The scope of the work related to securing the CCC Permit has expanded enormously due to the requirements of the California Coastal Commission application review process. This scope has expanded well beyond the original scope and includes alignment studies that in turn have an effect on other tasks. Three firms are impacted by the permitting process: DHA, MNS and URS. The scope has expanded in the following ways:

Participation in multiple planning and strategy meetings and conference calls with the City and others.

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Development of a new regulatory-based approach to assessing impacts to support the statement that the Project would not have an effect on coastal wetlands (By URS).

Technical inputs towards City submissions to the CCC, and participation in meetings with City staff and the CCC to discuss submissions (DHA, MNS and URS)

Conducted multiple GIS-based analyses and re-analyses of impacts of the project and design alternatives (DHA, MNS and URS)

Conduct new comprehensive biological surveys and GIS mapping (by URS):

- New vegetation community mapping
- New native tree inventory
- New raptor surveys
- New delineations of jurisdictional waters

Prepare a new comprehensive 150-page Biological Resources Report in response to a request for information from the California Coastal Commission to the City of Goleta. As requested by the Coastal Commission, this report would presents the findings of new and updated project-wide biological surveys and studies that were conducted in 2013 and 2014, summarizes all previous surveys, and prepared new biological impact analyses and maps and figures. It would also include a comprehensive regulatory setting.

Conduct an additional breeding bird survey and floristic survey to be conducted in April 2014.

6.1.12 AMENDMENT 4 SCOPE. PERMIT 5. Additional effort related to Permit 5 includes extensive additional support activities such as exhibit preparation, condition compliance, and other technical support for the City related to securing the Coastal Permit through the Coastal Commission.

LIST OF DELIVERABLES – PERMIT 5

Consultant shall prepare:

- Memorandum documenting CCC comments made during the site visit and the pre-application meeting.
- Summary of key CCC issues and related project information that would be included with the CDP application.
- Environmentally related technical inputs to sections of the CDP application
- PowerPoint inputs (environmental data for a CCC

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presentation, if warranted)
- Written responses to CCC comments and data requests
- Written evaluation of recommended conditions of approval in the CCC staff report
- Biological Resources Report

PERMIT 6 CITY OF SANTA BARBARA COASTAL DEVELOPMENT PERMIT (CDP)

A CDP from the City of Santa Barbara will be required to develop the project. A portion of the proposed development is located within Santa Barbara's adopted Coastal Plan for the Airport and Goleta Slough. The CDP is a discretionary action requiring a public hearing and Planning Commission approval. Planning Commission approvals are appealable to the City Commission.

Santa Barbara's CDP application process shall include:

- Complete a Master Application
- Complete the CDP Application
- Complete the Development Application Review Team (DART) Submittal Packet

The DART application shall include the following applicable components:

- A letter from the project applicant requesting a CDP for development of a roadway and associated improvements within the Old San Jose Creek riparian corridor, a description of the project components (Road width, bridge, lighting etc.), construction cut and fill and import and export, discussion of surrounding land uses, and, if requested, a visual aid submittal packet.
- An application packet that includes a CD with copies of the Final EIR and relevant technical studies.
- A summary of proposed demolition and construction activity (e.g., duration of proposed grading).
- The DART application requires inclusion of a project justification, detailing issues that remain to be resolved for the development of the project.
- Hydrology calculations will be required to show how site drainage is being transmitted through the property unless waived by the Public Works Engineering Division staff.

A total of ten (10) copies of the plans must be submitted according to the City's Project Plan Requirement's. Plan set size and content requirements are listed in the DART

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application. The DART process usually has a 30-day review process with City of Santa Barbara Staff. Should additional information be required before the application can be deemed complete, the application may be placed on hold until such information is provided.

TASKS ASSOCIATED WITH PERMIT 6

6.1.11 PRE-APPLICATION MEETING. Consultant shall attend a pre-submittal meeting with City of Santa Barbara staff to determine if DART application requirements can be streamlined because the project EIR has already undergone environmental review by the City of Santa Barbara staff.

6.1.12 IDENTIFY RESOURCES, IMPACTS, MITIGATION MEASURES ON AIRPORT PROPERTY. Consultant shall develop a stand-alone summary of relevant portions of the FEIR, including environmental resources on Airport property, impacts, and mitigation measures using existing data, figures, and field mapping. City Staff shall coordinate and submit the Master Application, CDP, and DART applications to the City of Santa Barbara.

6.1.13 RESPONSE TO DATA REQUESTS. Consultant shall respond to comments and data requests as needed.

6.1.14 CITY OF SANTA BARBARA CDP SITE VISIT. The CONSULTANT environmental manager and lead biologist shall attend a site visit with the City of Santa Barbara staff and Planning Commissioners in support of the DART application.

6.1.15 REVIEW PRT STAFF REPORT PRIOR TO PLANNING COMMISSION. The PRT shall review project materials and issue a staff report to the City of Santa Barbara's Planning Commission. Consultant shall review the PRT staff report and identify any inaccuracies or problematic conditions of approval.

6.1.16 ATTEND CITY OF SANTA BARBARA PLANNING COMMISSION PUBLIC HEARING. CONSULTANT staff, as approved by the City, shall attend the City of Santa Barbara Planning Commission public hearing.

6.1.17 ARCHAEOLOGICAL STUDY ON AIRPORT PROPERTY (OPTIONAL TASK). The *Master Archaeological Resources Assessment for the Santa Barbara Municipal Airport* (2010) requires subsurface archaeological survey along the western portion of the Fowler Road

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Extension for any areas subject to deep construction impacts (>24-inches below ground surface). No archaeological investigation will be required if the project impacts are restricted to the upper 24-inches of the soil column.

This task is based on the assumption that future utilities may be placed in a four-foot-deep trench running along the Fowler Road Alternative. This study is described in the EIR as mitigation measure CUL-3.

Based on Figure 6-1 of the *Master Archaeological Resources Assessment for the Santa Barbara Municipal Airport* (2010), Consultant shall conduct subsurface archaeological testing along the Fowler Road Alternative from the west bank of Old San Jose Creek to the west side of the project roundabout along Fairview Avenue, a distance of approximately 120 meters. A qualified archaeologist shall conduct the backhoe testing project to determine if archaeological remains are present and, if present, are potentially intact. As required, excavations will be monitored by a Native American monitor. Six backhoe trenches spaced approximately at 20 m intervals will be excavated. It is assumed that subsurface testing can be limited to a depth of four feet below existing grade. The upper two feet will be excavated in one lift unless intact artifacts are noted. Excavations deeper than two feet would be excavated in 6-15-inch lifts. Trench spoils and sidewalls would be inspected for artifacts. Consultant shall obtain an encroachment permit from the City of Goleta, if needed.

Prior to fieldwork, an updated site record search will be conducted for the footprint of the Fowler Road Alternative. This record search would be limited to discovering any new data that has been recorded since the most recent Ekwill/Fowler record search was conducted.

Assuming no artifacts are found, a negative survey will be documented in a brief letter report that incorporates by reference the background information contained in the project's Archaeological Survey Report. Evidence of the new record search and a map of the subsurface survey location would be completed. The report will follow the City of Santa Barbara requirements.

LIST OF DELIVERABLES – PERMIT 6

- A summary of the project description, impacts on Airport property, and mitigation measures
- Master Application technical information
- CDP Application technical information
- Technical information memorandum for the Development

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Application Review Team (DART) Submittal Packet
- A CD or hard copy of all relevant technical studies (Final EIR, NES, Etc.)
- Written evaluation of recommended conditions of approval contained in the City of Santa Barbara's PRT staff report
- Phase 1 Subsurface Archaeological Survey Letter Report

PERMIT 7 SANTA BARBARA COUNTY AIR POLLUTION CONTROL DISTRICT (SBCAPCD) PERMIT OR EXEMPTION

6.1.18 Consultant shall provide the City with a memorandum identifying equipment usages for the project permit application.

LIST OF DELIVERABLES - PERMIT 7
- Technical memorandum

6.1.19 AMENDMENT 5 SCOPE. PERMITS 1 THROUGH 5. Additional effort related to Permits 1 through 5 includes:

DHA and subconsultant URS will make changes to the environmental documents as needed to initiate a NEPA revalidation, revise resource agency permits applications for all four permits (US Army Corps of Engineers – USACOE, California Dept of Fish and Wildlife, Regional Water Quality Control Board, California Coastal Commission), and revise the Compensatory Mitigation Plan. For the CEQA revisions, URS will if requested, prepare an addendum to the EIR, and update the applicable technical studies. In addition, DHA will continue with support for the Coastal Development Permit.

DHA will assist URS in completing the revisions to the environmental permits due to the Fowler Road revisions and provide URS with modified project impact limits (temporary and permanent impacts) that are needed to update the various permits.

DHA will provide assistance in completion and submittal of the Coastal Commission Coastal Development Permit. This work is anticipated to include revisions to various exhibits, as well as providing assistance with revisions to report narratives. A large portion of Task 16 involves DHA assisting URS in preparing the final response to RWQCB comments.

6.1.20 AMENDMENT 8 SCOPE. PERMITTING AND ENVIRONMENTAL COMPLIANCE This budget amendment request includes environmental and permitting related tasks needed to support the Project through January 2022, including permitting and project implementation, and compliance with biological measures.

These tasks are supplemental to those environmental services already under contract and are numbered accordingly.

- Permitting and Project Implementation Support

  Rincon Task 2 Permitting Support, Project Management & Miscellaneous

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Rincon will continue to support the permitting effort by completing various new tasks that have been recently established. Rincon will prepare and submit the 2021 Regional Water Quality Control Board (RWQCB) annual report. Rincon will continue to support the California Coastal Commission (CCC) plan check process by providing information to the CCC on the 2016 and 2019 Biological Mitigation and Monitoring Plans via email and team meetings. Rincon will prepare a permit extension request for California Department of Fish and Wildlife (CDFW) by October 2021 as the Streambed Alteration Agreement is set to expire on December 1, 2021.

The Rincon team is dedicated to providing excellent quality, client-oriented environmental consulting services throughout this proposed scope of work. Rincon will continue to attend regular meetings with the Project team, provide status reports on issues that may arise, and continue with active project management of staff to ensure that project schedule and budget are maintained are all a part of Rincon's commitment for the duration of this scope. This task includes biweekly team meetings from

July 2021 through February 2022, team communications, and various tracking activities throughout implementation and completion of this scope of work. In addition, this task includes all clerical work and production of all submittals.

Additionally, this task includes permitting efforts not yet known, such as providing additional information requested by the agencies or assisting with further agency coordination efforts that may be required prior to construction. If a task requested by the agencies exceeds the allotted budget due to size or complexity, a separate scope and budget may be warranted.

Assumptions

- Up to two meetings with the CCC will be attended by Ms. Julie Love via teleconference.

- Rincon Task 4 Native Plant Stock Coordination

Rincon will continue to coordinate the growing of native plant stock. Native plant stock is required for the restoration installation phase, which is a future task that is not part of this proposed scope of work. Santa Barbara Natives, the native nursery who has agreed to grow the native plants for the Project, requires a 40% deposit at this time so that they may begin propagation. The remaining 60% will be due upon delivery and will be included as part of the City's general Contractor's scope. Please note that the trees required for the project must be

5-gallon size, some of which take up to two years to grow.

Rincon Task 5 Permitting Support, Project Management & Miscellaneous

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Rincon will continue to support the permitting effort by completing various new tasks that have been recently established by the permitting agencies.

Restoration Contractor Support

Consultant shall support the preparation of the construction bid package. Consultant will provide a scope of work for the Restoration Contractor to be included as part of the package to inform the bidding process on mitigation implementation at Ekwill Street, Fowler Road and Ellwood Mesa. The Restoration Contractor scope of work will include all pertinent information needed for bidding, such as a description of the mitigation approach by site, maps, and a breakdown of costs to be expected, i.e., the purchase of native plant stock. Rincon will also review the engineering sheets from the 95% submittal which show the mitigation sites to ensure the mitigation design is accurately shown.

LIST OF DELIVERABLES

- Restoration contractor's scope of work

Biological Compliance Measures

(a) Biological Compliance Measures

This cost estimate and scope covers biological compliance measures and surveys that are required to be conducted prior to the start of construction in accordance with the *Ekwill Street and Fowler Road Extensions Project EIR* (EIR) and the various permits obtained for the Project, including the California Coastal Commission (CCC) Coastal Development Permit (CDP) No. 4-17-0264, California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement (SAA) No. 1600-2014-0138-R5, Central Coast Regional Water Quality Control Board (RWQCB) Water Quality Certification (WQC) No. 34214WQ08, and the U.S. Army Corps of Engineers (Corps) Nationwide Permit Verification (NWP) No. SPL-2014-00509.

We understand the work to be performed during this period involves tree removal and general site preparation prior to the start of construction and hiring of a general contractor. This cost estimate doesnot include coordination with the general contractor or surveys and monitoring that would need to be completed immediately before and during construction (e.g., continual nesting bird surveys), which Rincon will provide under a scope of work directly to the general contractor.

It is our understanding that construction would begin in February 2022 and end in December 2024, and that Ekwill Street and Fowler Road will be built

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first, followed by the Hollister Avenue improvements and Hollister Avenue Bridge. This scope of work covers pre-construction tasks only to be performed roughly between September 2021 and January 2022 in preparation for tree removal ahead of project construction. Rincon understands that tree removal may begin as early as October 2021 and may likely occur as late as December 2021 or January 2022. We assume that any tasks initiated after this scope of work ends in January 2022 would be provided under a separate scope of work directly with the general contractor (e.g., continual nesting bird surveys).

The following scope of work is organized based on requirements outlined in the EIR and natural resource agency permits. The work windows established for the Project's pre-construction surveys and construction monitoring per the EIR and permits, which were used to inform the scope of work below and establish a schedule of required activities (Attachment 1).

(i) Rincon Task 7.1 Project Environmental Coordination and Management Tasks (NewTask)

This task is for general project environmental coordinator (PEC) responsibilities, project management, pre-construction survey kick-off coordination and meetings, general tracking of and initial set up of project compliance measures, agency coordination, and staff approvals. This task involves management of all pre-construction compliance tasks (outlined herein), organization of a field compliance binder with all relevant measures complied to be kept on the project site during all work activities, and coordinationwith the City and necessary coordination with the resource agencies over the course of the pre-construction phase. This task also includes quality assurance reviews of daily monitoring logs, reports, and other deliverables by principal and senior level staff, as well as administrative staff support for account management. This task assumes the following:

Assumptions

- PEC coordination of project compliance measures for pre-construction activities for September 2021through January 2022 (5 months)
- Kick-off meeting with City and environmental compliance staff to understand pre-constructionproject requirements and work boundaries
- Preparation and submittal to City of Pre-construction Environmental Compliance Checklist
- Preparation and submittal to City of Worker Environmental Awareness Program training materials
- Environmental compliance training for monitoring and survey staff

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- Preparation of staff resume/qualifications package for submittal to agencies

- 5-day pre-project agency notification and one meeting with agency staff to discuss environmental compliance

- General email coordination with City and agencies and general coordination of tasks and schedule

- This task includes agency coordination; however, it does not include extensive agency coordination should a state or federally listed species be encountered during pre-construction surveys, such as federal Endangered Species Act Section 7 consultation. If a task requested by the agencies exceeds the allotted budget due to size or complexity, a separate scope and budget may be warranted.

(ii) Rincon Task 7.2 Pre-construction Surveys (New Task)

The following sub-tasks are for required pre-construction surveys based on the Project EIR mitigation measures and agency permit conditions. The scope provided is for pre-construction surveys and documentation to determine if sensitive biological resources are present in the project vicinity and to determine the appropriate avoidance measures to implement during pre-construction site preparation and construction activities. Rincon assumes a time frame of September 2021 through January 2022 for these tasks.

(iii) Rincon Task 7.2.1 30-Day Pre-construction Surveys

In accordance with CDP condition 5, Rincon qualified biologists will conduct pre-construction wildlife clearance surveys within 30 calendar days prior to approved construction activities to detect any active sensitive species, reproductive behavior, and late nesting activity within 500 feet of the project site.

Rincon will include the findings (including negative findings) of pre-construction wildlife clearance surveys in a report to be submitted to the City and regulatory agencies (as required by pending permits).The report will document observations of wildlife observed during all pre-construction surveys. Based on CDFW requirements for similar projects, if a special status plant or wildlife species is observed, we will prepare a protection plan and California Natural Diversity Database form for that species in addition tothis report under a separate scope of work.

Assumptions

- We assume a single pre-construction survey effort will be needed to ensure timely completion of the survey prior to tree removal at all three road segments and to plan for any avoidance measures that might be required prior to the initial construction phase.

- Two staff will perform the survey.

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- The survey is planned for eight hours, including travel and mobilization time.
- We assume no special status species will be detected on the project site and no follow up agency consultation or permitting will be required.
- If late nesting birds are observed, the Nesting Bird Management Plan will be implemented.
- One report will be prepared to summarize the results of the surveys.
- We assume minimal comment and revision will be needed on the report.
- Any agency consultation support that may be needed in the event that a state or federally listed is identified would be covered under a separate scope of work.

(iv) Rincon Task 7.2.2 Biological Monitoring and Installation of ESHA Fencing

In accordance with EIR Mitigation Measure *NA-1: Protection and Replacement of Riparian Habitat*, CDFW SAA Section 2.13 and 2.21, and CDP Condition 5E, a biological monitor will be present on the project site during vegetation removal to ensure that no sensitive species are present in the area. In addition, a minimization measure of the Tree Protection Plan, prepared as described under Task 3.4 below, will include the requirement that a biological monitor will be present during all tree removal activities.

The biological monitor will be experienced in identifying fauna that may be present in the vegetation that will be removed. Rincon will provide a biological monitor that will be pre-approved by the City to provide oversight of tree removal, implementation of tree protection measures, and tree monitoring during construction. The arborist, or a qualified biologist under direct supervision by the arborist, will monitor all work that will occur immediately adjacent to protected trees (i.e., generally any ground disturbing activity within 5-feet from the tree's dripline), including during tree removal, pruning, trimming, or root cutting that would occur prior to construction activities. Based on our familiarity with the project site, we assume that approximately 200 trees will be removed that would require the biological monitor/arborist to be present (a separate task to conduct a tree inventory update is provided below in Task 3.4).

In accordance with EIR Mitigation Measures *NA-1* and *WE-1: Avoid Environmentally Sensitive Habitat Areas*, as well as CDFW SAA sections 2.7, 2.11, 2.14 and 2.21 relating to environmentally sensitive habitat areas (ESHA), riparian vegetation within portions of the work area within the stream must be fenced and/or flagged to prevent inadvertent impacts during construction activities. Rincon staff will install exclusionary fencing between the project site and adjacent natural areas to prevent wildlife from moving into the construction zone. Exclusion fencing will consist of T-post, or similar material, with orange construction fence, or similar material, bound to it. Exclusion fence will be highly visible and will be approximately 4 feet tall. Maintenance of exclusion fending around protected trees and ESHA for the duration of the construction project will be a requirement

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of the Tree Protection Plan (see Task 3.4below). The biological monitor/arborist will oversee the installation of protection fencing around sensitive resources and will periodically inspect fencing to ensure it remains in good repair.

Assumptions

- Assumes one biologist will be on site during vegetation and/or tree removal activities to monitor for sensitive natural resources and compliance with avoidance measures.
- We have assumed a monitor day rate of $1,230, inclusive of travel and equipment direct costs.
- We assume tree and vegetation removal activities will require 10 days of monitoring. Any additional monitoring days required beyond 10 will be billed at the $1,230 daily rate.
- Workdays will be eight hours, with one additional hour for travel and mobilization.
- ESHA fencing will be installed prior to any ground disturbance and will be installed by Rincon staff. Materials required for fencing will be reimbursable to the project. If ground conditions are such that fence installation by hand is not possible, the area will be flagged with high-visibility fragging and will not be fenced.

(v) Rincon Task 7.2.3 Bat Surveys

In accordance with SAA Section 2.16, avoidance buffers and mitigation measures for protection of roosting bats must be established prior to project implementation and a biologist must conduct monitoring to determine if construction may impact a roosting colony. Rincon will conduct a pre- construction survey to determine whether active roosts of pallid bat (*Antrozous pallidus*) are present inthe project vicinity, specifically within any trees that are located adjacent to the project site.

Within 14 days prior to the commencement of pre-construction activities, a daytime visual and nighttime fly-out acoustic survey for bats will be conducted. The daytime survey will consist of scanning adjacent trees and artificial structures for suitable roosting sights and searching the ground below for bat guano. Following the daytime survey, a nighttime emergence fly-out survey will be conducted to detect any bats that roosting in tree bark and tree cavities. The surveys will be conducted by two (2) biologists and will include trees and woodland areas located no more than 100 feet from the project site. To observe and/or record emerging bats, the nighttime emergence survey will occur for approximately 5 hours starting at one-hour prior to darkness.

Acoustic bat detection devices will be used during the nighttime survey to record the inaudible ultrasonic (echolocation) calls of emerging bats, including a Pettersson D240x and a Wildlife Acoustics EchoMeter Touch that uses Kaleidoscope Pro Analytics. These detection devices allow for a full- spectrum call analysis to be performed that will result in the identification of different species and their activities without handling individuals. In

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addition to the species data collected on site, the abiotic conditions will also be documented, including relative humidity, temperature, wind speed, and moon phase throughout the night.

In accordance with CDFW SAA Section 2.16, if roosting bats are observed, a Rincon biologist will establish an avoidance buffer and biological monitoring will be provided to document minimization measures and lack of impacts to the roosting colony during construction activities. If a bat roosting colony is present and cannot be avoided by project activities, Rincon can provide for an additional fee support in consultation with CDFW to determine the appropriate course of action.

Rincon will prepare a memorandum describing the methods and results of the bat survey. The memorandum will be submitted to the City within 5 business days following completion of the surveys.

Assumptions

- One daytime presence/absence visual survey and one nighttime fly-out observation survey using electronic bat detection equipment will be conducted.
- Assumes no bat roosting colony will be detected and no bat exclusion measures will be installed, or agency consultation will be required.
- Two Rincon qualified biologists will perform the daytime and nighttime surveys.
- Eight hours is assumed to conduct the daytime and nighttime survey, including travel time.
- One memorandum report will be prepared and submitted within 5 business days.

(vi) Rincon Task 7.2.4 Monarch Butterfly Surveys

In accordance with Mitigation Measure *AN-4: Conduct Monarch Butterfly Surveys and Avoidance,* construction impacts to monarch butterflies will be avoided or minimized by performing site-specific surveys for roosting butterflies prior to removal of large eucalyptus trees. This includes along the Ekwill Street extension where there are moderate groves of eucalyptus trees that provide ESHA for monarch butterflies.

A qualified Rincon biologist will conduct a pre-construction survey for roosting monarchs in areas supporting suitable habitat throughout the project site, including a 100-foot buffer area, during the overwintering season (October 1 through March 1). A roost is determined by the presence of clusters of 10 or more monarch butterflies and avoidance measures will be established if roosts occur within 100 feet of the tree or vegetation removal activity areas. If needed based on time elapsed between the initial survey and the start of work activities, a second butterfly roost survey will be completed within 14 days prior to vegetation removal activities in or adjacent to the identified locations of roost habitat. Any additional surveys that may be needed can be provided for an additional fee.

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The locations of any potential monarch roosting sites will be delineated on a graphic of the project site that will be included in a succinct survey report. The report will be prepared and submitted to the City within 5 business days following the completion of the survey.

Assumptions

- One preconstruction survey for rooting butterflies will be conducted during the overwintering season (beginning October 1 through the January contract period) in areas that are identified as roosting habitat.
- The cost provided here assumes no additional pre-construction survey will be required based on time elapsed between the initial survey and the start of activities.
- Surveys will include up to a 100-foot buffer from the limits of the project disturbance buffer.
- Two staff will perform each survey.
- Surveys are planned for eight hours each, including travel and mobilization time.
- If monarch butterflies are observed, the Species Protection Plan (see Task 3.3) will be implemented.
- If monarch butterflies occur in trees that cannot be avoided, for an additional fee Rincon can provide support in consultation with CDFW to determine the appropriate course of action.
- One memorandum report will be prepared to document the methods and results of the survey.

(vii) Rincon Task 7.3 Project Compliance Plans

The following plans are proposed in compliance with project mitigation measures under the MMRP and project permits (e.g., CDFW SAA Sec. 2.13, 2.18, and 2.19). Plans will vary in complexity depending on whether and to what extent sensitive natural resources are identified on the project.

(viii) Rincon Task 7.3.1 Nesting Bird Management Plan

Rincon will prepare a nesting bird management plan to address how to handle the occurrence of nests within the project impact footprint and buffer. The plan will discuss avoidance of impacts to nest, establishment of no-impact buffers, conditions under which buffer sized may be reduced to accommodate project activities and a discussion of how buffer reductions are to be handled in consultation with agencies. In cases in which buffer reduction would not be approved based on observed disturbance to the species, nest

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monitoring, and how project activities are to proceed to accommodate for nest avoidance will be outlined in the plan. The plan will include a table and graphics of all known nest locations, buffers, and disposition of nests (i.e., activity status), and will include procedures for ongoing monitoring and updating of nest disposition as relates to how it affects project activities.

Assumptions

- Assumes one round of review and response to comments from the City and relevant agencies.
- Assumes 4 hours of agency consulting support would be needed.

(ix) Rincon Task 7.3.2 Wildlife Relocation Plan

In accordance with SAA section 2.18, Rincon will prepare a Wildlife Relocation Plan (i.e., Relocation Out of Harm's Way Plan) for review and approval for non-listed species. The plan will consider the various life cycles of the species, species' needs for foraging, general habitat concerns, threats of predation, and any other relevant life and natural history concerns. As required, the plan will identify a minimum of two relocation site options.

The Wildlife Relocation plan will outline the methods and materials to be used to relocate species encountered and will provide instructions on proper handling and release of individuals at the relocation site. The plan will include procedures for documenting any captures and relocations for submittal to the City and relevant agencies, including a final project close our report for final documentation of all species captured and relocated.

Assumptions

- Assumes one round of review and response to comments for the City and relevant agencies.
- Assumed 4 hours of agency consulting support would be needed.

(x) Rincon Task 7.3.3 Species Protection Plan

Per SAA section 2.19, Rincon will develop and submit a Species Protection Plan for CDFW approval for any sensitive or rare species known to occur or discovered during pre-construction surveys. As required by the SAA, the plan will be submitted to CDFW at least 60 days prior to Project initiation/impacts. The timing of submittal of the species protection plan will require the plan to be prepared before surveys are completed. As such, potential for species occurrence will be considered when determining which species should be included in the protection plan. The plan shall include avoidance and minimization measures as well as mitigation measures to offset any permanent or temporary impacts to species and/or their habitat. If relocation of individuals or creation of habitat is required, the plan will consider the timing constraints and Project

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implementation constraints needed for the salvage and/or capture of individuals for relocation.

Assumptions

- Rincon will support the City in as-needed consulting with CDFW to develop and submit a Species Protection Plan for approval for any sensitive or rare species known to occur or discovered during pre-Project or Project surveys. We assume up to 8 hours of agency consulting support would be needed.
- If relocation of individuals or creation of habitat is required, the plan will account for the timing constraints and project implementation constraints needed for the salvage and/or capture of individuals for relocation. Relocation approach will be addressed under the Wildlife Relocation Plan (see Task 3.2).
- Assumes one round of review and response to comments from the City and relevant agencies.

(xi) Rincon Task 7.3.4 Tree Inventory Update and Protection Plan

In accordance with EIR Mitigation Measure *NA-2*, a Tree Protection Plan must be submitted to resource agencies and the City for review prior to construction. Rincon will conduct an updated tree inventory and prepare an updated tree inventory report for the project that identifies protected trees that will be impacted prior to the initiation of construction. The updated tree inventory is required given the length of the elapsed since the initial tree inventory was completed (approx. 10 years).

All trees within the project footprint with diameter-at-breast-height (DBH) of 4 inches or greater will be mapped and tree condition and level of expected impact will be documented. A tree protection zone will be mapped and displayed on a graphic of the project site. The tree protection zone will be defined as the area within the tree dripline out to approximately 5-feet from the dripline to account for the tree's critical root zone.

The Tree Protection Plan will include detailed discussion of methods for tree removal, trimming of branches, and cutting of roots to prevent excessive damage to trees that are not to be removed. The plan will address how trees will be assessed for impact including potentially lethal impacts as well as impacts that could affect structural integrity. A tree inventory log will be prepared to track trees and provide ongoing updates regard tree disposition.

Assumptions

- Assumes one round of review and response to comments from the City.
- Assumes up to 4 hours of agency consulting support would be needed.

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LIST OF DELIVERABLES

- Pre-Construction Survey Findings (Memorandums)
- Biological Monitoring
- Exclusionary Fencing Installation
- Nesting Bird Management Plan
- Wildlife Relocation Plan
- Species Protection Plan
- Tree Inventory Update and Protection Plan

Task 8 Optional Services

For permitting efforts and project implementation support not yet known, such as additional studies requested by the agencies or further agency coordination efforts that may be required prior to construction, an optional services task has been included herein. The optional services task will only be used with prior written approval by prime Consultant. If a task requested by the agencies exceeds the allotted budget due to size or complexity, a separate scope and budget may be warranted.

LIST OF DELIVERABLES

- Permit coordination

TASK 7: CITY OF SANTA BARBARA COORDINATION

7.1 CITY OF SANTA BARBARA DART COORDINATION. Consultant shall prepare project plans, technical specifications, and special provisions for review by the City of Santa Barbara Development Application Review Team (DART) at each submittal milestone. Comments received from the City shall be logged and responses to each comment will be prepared.

7.2 AMENDMENT 3 SCOPE. Coordination with the City of Santa Barbara has expanded to include alternatives analysis for the airport Runway Protection Zone. The task includes the preparation of a letter report to the airport for submission to the FAA.

TASK 8: 35% PS&E

8.1 CONCEPTUAL DESIGN. The conceptual design phase shall include approximately 35% complete design plans with typical sections. The plans will show the preliminary layout of roundabouts, proposed turn lanes, locations of utility poles, utility boxes, drainage culverts, etc. Proposed right-of-way acquisitions will be identified based on the need to accommodate additional traffic lanes and roadway widening, cut and fill slopes, utility relocations, retaining walls, precast arch culverts with natural bottoms, etc.

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The Preliminary Design shall also include an analysis of vertical and horizontal curve transitions to the existing roadway profile and alignment and specific safety requirements, such as design speed and sight distance, and preliminary grading requirements for the roadway embankment. Evaluate and recommend potentially less costly alternatives where feasible.

At the conclusion of the 35% design phase, the consultant shall provide CAD files showing the required configuration of Hollister Avenue over San Jose Creek to the City's consultant responsible for the design of the replacement bridge, eliminating the need for a separate bike/pedestrian bridge upstream of the existing structure.

Consultant shall perform testing, calculations, and analysis necessary to achieve project goals according to City, Caltrans, and industry standards.

8.2 PREPARE CONCEPTUAL PLANS. The consultant shall produce conceptual plans at 1" = 20' scale. Additional information to be indicated at this stage will include the base map data from field survey and records research, facility sizes, roadway dimensions, and rights-of-way, and presenting plan, elevation, and section views of the proposed improvements along with all existing facilities.

8.3 PRELIMNARY COST ESTIMATE. Consultant shall prepare an initial construction cost estimate based on all anticipated construction items and estimated quantities from the general plan facility dimensions. Consultant shall revise and resubmit preliminary cost estimates as the project progresses at the 65%, 95% and Final stages.

8.4 SUBMIT 35% PLANS. Consultant shall perform quality control on all submittals.

LIST OF DELIVERABLES

- See below

TASK 9: 65% PS&E

9.1 ROADWAY IMPROVEMENT PLANS. The design shall conform to requirements of the City of Goleta and the Caltrans LAPM.

The roadway improvement plans and striping and signing plan shall also be in accordance with the current Caltrans Standards and City of Goleta standard plans or standards approved by the City of Goleta Director of Public Works. Existing utilities shall be indicated in the plan view. These plans will be prepared at 1"=20' scale, on 24" x 36" improvement plan sheets, and will consist of:

- Detail/Typical Cross Section Sheets - include typical sections and other details as required.
- Roadway Improvement Plans - includes plans for the proposed roadway widening and associated improvements. Plans shall provide for roadway improvements in accordance with the City's recommendations. The

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roadway improvement plan shall consist of a plan and profile format that will also indicate the grading requirements in the plan. The construction drawings shall include all drainage and roadway structural details, slope revetment or lining, and design cross sections.

- Any new striping is to extend a minimum of 100 feet beyond the construction limits.
- Cross Sections - includes roadway cross sections based on the previously prepared field survey at 50-foot intervals showing the proposed roadway widening improvements. Cross sections are considered necessary to properly design the improvements and to establish the earthwork volumes and extent of construction or reconstruction beyond the existing right-of-way lines onto private property, where and if necessary. The cross sections and cut and fill quantities will be computer generated and will be included with the bid set.
- Special layout and construction details as required.
- Temporary traffic control and construction staging plans.
- Driveway profiles where work will extend beyond the public right-of-way limits. The profile shall be extended as required for a transition to the existing driveway.
- Retaining walls and precast arch culverts with natural bottoms.
- The Plans, Specifications, and Estimate must be prepared in accordance with Caltrans current CADD User's Manual, Plans Preparation Manual, and Caltrans practices, as well as conform to the City of Goleta's standards and practices.

9.2 AMENDMENT 3 SCOPE. The existing scope is modified to include the additional work for alternatives analysis resulting from the Coastal Development process and optimization of the roundabout designs that greatly improve the operational characteristics of the project. Other redesign work is necessitated by the decision to replace the Hollister Avenue Bridge, which provides an opportunity to greatly improve the roadway geometry on Hollister Avenue.

9.3 AMENDMENT 4 SCOPE. The existing scope is modified to include the additional work for the Caltrans directed realignment and related redesign of the soil-nail retaining wall required at the southbound off-ramp of SR 217. Additional work is also required for design assessments related to the FAA recommendations regarding the Fowler Road encroachment into the Runway Protection Zone of the Santa Barbara Airport.

LIST OF DELIVERABLES

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- See below

TASK 10: 95% PS&E

10.1 UPDATE ROADWAY PLANS. A submittal of 95% PS&E shall be made to the City. The submittal shall include the plans, specifications, and estimate. Five sets of 11x 17 plans with a set of special provisions and the Engineer's Estimate prepared for the 35% submittal shall be reviewed and updated as necessary. Consultant shall perform an independent QA/QC review of the 95% plans, specifications and estimate and incorporate appropriate revisions prior to submittal to the City. Specifications will be prepared in Microsoft Word and the estimate will be prepared in Microsoft Excel.

LIST OF DELIVERABLES

- Five (5) sets of the 95% Plans on 11" x 17"
- Five (5) hard copies of the special provisions
- One (1) electronic copy of the special provisions in Microsoft word format
- Five (5) hard copies of the updated combined "estimate of probable costs"
- One (1) electronic copy of the "estimate of probably costs" in excel format

Hollister Avenue/SR-217 Interchange Modifications,
Ekwill Street & Fowler Road Extensions
List of Anticipated Plan Sheets

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
T	1	Title Sheet	X	X	X	X
G	1	General Notes		X	X	X
CC	3	Construction Control plan		X	X	X
XS	1	Ekwill Street typical sections	X	X	X X	X X
	1	Kellogg Ave typical sections	X	X		
	2	Hollister Avenue/Dearborn Place/Ward Ave/SR-217			X X	X X
		Ramps typical sections	X	X		
	1	Fowler Road/Fairview Avenue typical sections	X	X		
L	5	Ekwill Street roadway	X	X	X	X
	1	layout Pine Ave roadway	X	X	X	X
	1	layout Kellogg Avenue	X	X	X	X
	8	roadway layout Hollister Avenue/Dearborn Place/Ward Ave/SR-217	X	X	X X	X X
	4	Ramps roadway layout Fowler Road/Fairview	X	X		

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		Avenue roadway layout				
P	5 1 1 8 4	Ekwill Street roadway profile Pine Ave roadway profile Kellogg Avenue roadway profile Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway profile Fowler Road/Fairview Avenue roadway profile	X X X X X	X X X X X	X XX XX 	X XX XX
CD	3 5	ADA ramps, misc. Roundabout layout/grading		X X	XX 	XX
D	5 1 8 4	Ekwill Street drainage plan Kellogg Avenue drainage plan Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps drainage plan Fowler Road/Fairview Avenue drainage plan		X X X X	X X XX 	X X XX
D	2 6 2 4	Old San Jose Creek culverts (assumed precast arches) Drainage profiles Drainage details Drainage quantities		 X X X X	 X X X X	 X X X X
WPC	5 1 8 4 2 4	Ekwill Street water pollution control plan Kellogg Avenue water pollution control plan Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps water pollution control plan Fowler Road/Fairview Avenue water pollution control plan Water Pollution Control details Water Pollution Control		 X X X X X X	 XX X X X X 	 XX X X X X

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		quantities				
U	5	Ekwill Street utility plan	X	X	X	X
	1	Kellogg Avenue utility plan	X	X	X	X
	4	Fowler Road utility plan	X	X	X	X
	8	Hollister Avenue utility plan	X	X	X	X
SC	3	Ekwill Street RBA	X	X	X	X
	4	staging Hollister Ave	X	X	X	X
	3	RBA staging Fowler Road RBA staging	X	X	X	X
TH	4	Ekwill RBA traffic handling		X	X X	X X
	1	Kellogg Ave traffic handling		X		
	12	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps traffic handling		X	X X	X X
	4	Fowler Road traffic Handling		X		
PD/S	5	Ekwill pavement delineation & sign plan		X	X	X
	1	Kellogg pavement delineation & sign plan		X	X X	X X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps pavement delineation & sign plan		X		
	4	Fowler Road/Fairview Avenue pavement delineation & sign plan		X	X	X
	2	Pavement delineation & sign details		X	X	X
	4	Pavement delineation & sign quantities		X	X	X
PP/IP	5	Ekwill landscaping and irrigation plan	X	X	X	X

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	1	Kellogg landscaping and irrigation plan	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217	X	X	X	X
	4	Ramps landscaping and irrigation plan Fowler Road/Fairview Avenue	X	X	X	X
	2	landscaping and irrigation plan Landscaping and irrigation details		X	X	X
PP/IP	4	Landscaping and irrigation quantities		X	X	X
E	2	Hollister/Kellogg Traffic Signal Mod		X	X X	X X
	3	Street lighting plan and details		X		
S	2	Pre-Cast Culvert Foundation Plans		X	X X	X X
	4	Retaining Wall Plans		X		
	220	**TOTAL**				

10.2 AMENDMENT 3 SCOPE. The extra work in this phase is a continuation of the work resulting from the same issues in Task 9.1 for that portion of the work that had been advanced past the 65% level.

10.3 AMENDMENT 5 SCOPE. FOWLER ROAD.

The Fowler Road Extension Project was originally designed to extend out to Fairview Avenue on the west. Due external issues the City has directed DHA to reduce the project limits of Fowler Road to terminate at future Technology Drive. The project will follow the same horizontal alignment, with the addition of a knuckle at the Technology Drive intersection. The vertical profile design and roadway drainage design will need to be revised to best fit the new project layout. The revised drainage design will include re-grading the existing ditch out to Old San Jose Creek. This scope change will require revisions to the already well advanced 95% design for Fowler Road, including the modifications of many plan sheets specifications and estimate.

10.4 : AMENDMENT 5 SCOPE. ADDITIONAL SUBMITTAL TO CALTRANS.

The project was originally scoped for three submittals to the City during Final Design: 65%, 95%, and a Final Submittal. The original scope included a 65% PS&E submittal for Caltrans Local Assistance review. Caltrans is now requiring a draft of the final submittal, i.e., a 100% PS&E Submittal. This new submittal will include Caltrans design review of all

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three portions of the project: the Hollister Avenue/Route 217 Roundabouts, the Ekwill Street Extension, and the Fowler Road Extension.

10.5 : AMENDMENT 7 SCOPE. REDESIGN OF ROUNDABOUITS ON HOLLISTER.

Redesign of the Hollister Avenue Roundabouts to comply with 2020 guidance.

10.6 : AMENDMENT 7 SCOPE. PEER REVIEW.

Accommodation of design changes resulting from City of Goleta Independent Peer Review Team.

10.6 : AMENDMENT 7 SCOPE. STREET LIGHT DESIGN.

Design modifications to accommodate City owned streetlights for Project.

10.7 AMENDMENT 8 SCOPE. 95% PS&E Revisions

These tasks are additional work and revisions to the 95% PS&E package, including:

1. External review comments – Revisions to the Plan and Special Provisions in response to the City Peer Review comments.
2. Yardi/UPS driveway details.
3. Winslow Development – coordination with City and impact to Ekwill Street design.
4. Specification updates to encompass all the permit conditions.
5. Meetings with Caltrans and exhibits prepared for the appraiser and property owner related to changes to access control along Ward Drive.
6. Incorporating requested changes to the Plans and Specifications as a result of the Regional Water Quality Control Board and Caltrans comments with regards to elimination of the storm water treatment areas within the State's right of way, and the related modifications to the storm drain design, planting plans, and hardscaping.
7. Responding to and incorporating additional comments from Caltrans traffic operations and design branches regarding roundabout geometrics and the Design Standard Decision Document.

LIST OF DELIVERABLES

- PS&E updates

TASK 11: FINAL CONTRACT PACKAGE

11.1 ENGINEERS ESTIMATE. Consultant shall prepare an accurate and reliable Engineer's

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Estimate to be included in the bid documents. Consultant shall provide a construction quantity and cost estimate with each submittal of plans. The unit costs will be based upon the most current cost information for recent similar projects in the area compiled by the consultant. Consultant's final construction cost estimate will be based upon, and in agreement with, the final items of work with estimated quantities.

11.2 FINAL PROJECT PLANS. The design deliverables will include, but not be limited to: Providing final improvement Plans on Mylar ready for advertising and bidding, along with "camera-ready" Specifications (including appendixes), and a complete Engineer's Estimate, all wet seal stamped and signed by a licensed California Civil Engineer. Final plans shall be submitted on Mylar sheets 24" x 36" in size, to a 1"=20' horizontal scale. The final plans and specifications shall be delivered to, and become the property of, the City of Goleta.

The design and scope of services shall also include complete and detailed estimate of quantities; construction cost estimate; answers to all questions regarding the design during the design review process; review of the project site to ensure that the Plans are drawn correctly; and attendance at project related meetings.

11.3 CONSTRUCTION SCHEDULE. Consultant shall calculate the amount of liquidated damages and determine the length of time in working days for construction.

11.4 FINAL SPECIFICATIONS. The City will provide the consultant with its boilerplate Specifications and Technical Provisions in Microsoft Word format.

Consultant shall be responsible for compiling the Project Specifications which are to be based upon the latest Caltrans Standard Specifications and the latest Caltrans Standard Special Provisions shall be incorporated into the bid documents. Consultant shall provide a write up for the project specific scope of work in the Technical Specifications. The Specifications shall be signed and "wet sealed" by consultant's Civil Engineer registered in the State of California, which will constitute a certification that they are complete and ready for bidding purposes and awarding of a contract for construction of the improvements.

11.5 SUBMITTALS:

Consultant shall submit three (3) sets of bound copies of the design drawings, including cross-sections, with each submittal for checking by the City, along with the previous red lined submittal prints. The design drawings should be as complete, accurate, and error-free as possible before Plan checking is considered, in order to reduce the number of Plan checks required and related costs therefore to the City and Consultant. Each submittal is to include documentation of QC checks completed by consultant prior to submission for City review. Submittals shall be at the 35%, 65%, and 95% and Final design stages.

- Consultant shall submit three (3) sets of the contract specification documents with each submittal for checking by the City, along with the previous check prints. A disk in Microsoft Word format containing the final Contract Documents shall be submitted to the City.

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- The design shall include new improvements within existing State right-of-way or right-of-way to be acquired by the Project that will become State-owned improvements upon final completion of the Project. Consultant's design shall therefore require the review and approval of Caltrans. This review process shall be in accordance with Caltrans procedures. Consultant shall prepare, submit, and coordinate with Caltrans all required PS&E documents through final approval of the design on behalf of the City. The City will review all PS&E documents prior to their submission to Caltrans.
- Prepare RE File and Materials Information Handbook.

11.6 AMENDMENT 8 SCOPE. Value Engineering; Reduce Overall Construction Costs/Scope Reductions

This task includes assessing and implementing changes to the PS&E in order to reduce the overall construction costs of the project includes assessment of design changes to the Ekwill Street crossing at Old San Jose Creek.

LIST OF DELIVERABLES

- Cost reduction matrix
- Revised PS&E changes for cost reduction

11.7 AMENDMENT 9 SCOPE. Revision to 95% PS&E.

Additional effort is required by Consultant to accommodate extensive Caltrans comments at the 95% PS&E. The additional effort includes:

- Consultant shall make design revisions to the Hollister Ave roundabouts and develop new design options for Ward Drive to accommodate an updated Roundabout Performance Check. Consultant. Consultant shall implement selected design option and make all necessary design changes to plan set and specifications. Consultant shall convert the roundabout performance check exhibits from AutoCAD to MicroStation (merged DGN) and update the Design Standard Decision Document (DSDD) to reflect the agreed upon Ward Drive design option
- Consultant shall prepare modifications to the Stage Construction, Traffic Handling, Traffic Management Plan, and Specifications, to accommodate two Caltrans two adjacent construction projects ongoing at the same time as the project. Consultant shall support the City's extensive public outreach prior to construction.
- Consultant shall accommodate Caltrans request to remove pervious concrete pavement and under-sidewalk drains along Hollister Avenue requiring additional drainage calculations, a new Caltrans drainage report, SWDR modifications, extensive plan and exhibit revisions, revisions to landscape/irrigation plans, and update to the Storm Water Management Plan.
- Consultant shall redesign Fowler Road and Ekwill Street to remove the use of previously designated Temporary Construction Easements (TCE's).

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- Consultant shall revise soil-nail retaining wall design at the SB Route 217 Off-Ramp per Caltrans review comments and make associated changes to the Specifications and cost estimate.
- Consultant shall revise the Mitigation Plans and Temporary Water Pollution Control Plans to accommodate requests from the California Coastal Commission.
- Consultant shall revise the landscaping plans along Hollister Avenue as a result of the removal of stormwater retention facilities.
- Consultant shall prepare Construction Staging Plans to show one stage per plan sheet.

11.8 AMENDMENT 10 SCOPE - Final PS&E Revisions

In general, this scope includes coordination and requested modifications to the Final PS&E and reports and include:

- Right of way modifications due to temporary construction easement and encroachment permit issues.
- Additional design related meetings with CITY for design review, utilities, and field review.
- The Ekwill Street detailed electrical design.
- Prepare additional potholing request exhibits.
- Prepare bus stop alternative exhibits on Hollister Avenue.
- Attend filed meeting project walk through and update design based on current field conditions.
- Prepare Fowler Road property conform options between Fowler Road and Technology Drive.
- Update Fowler Road right of way exhibits.
- Update utility plans and project plans due to utility changes.
- Revise intersection of Ekwill Street and Kellogg Way south to allow turning movements to and from the south leg of Kellogg Way.
- Revise bottomless culvert and wingwalls at Old San Jose Creek.
- Remove retaining wall in central island of roundabout at Pine Avenue.
- Revise bioretention areas to match changes to central island and under-sidewalk drain revisions along Ekwill Street.
- Revise drainage systems per CITY comments.
- Add slurry seal at Fairway and Kellogg Way
- Add removal sheets per City requirements.

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- Add 2nd conduit for all electric system road crossings on Ekwill Street and Hollister Avenue.
- Remove quantity sheets from plans.
- Specification changes to coordinate City standards and City boilerplate specifications.

LIST OF DELIVERABLES

- PS&E updates
- Exhibits and updates.

TASK 12: RIGHT OF WAY ENGINEERING

12.1 Right of way engineering tasks shall be performed primarily by MNS Engineering under the direction of consultant. This task is to prepare the required maps, legal descriptions, deeds, sketches, and back up data to support the right of way acquisition effort. The RW Engineering shall be performed per the Caltrans RW Manual. A Record of Survey shall be prepared for each of the three project locations as soon as the alignments are finalized. These maps will show the new roadway alignments and serve not only as a way to retrace the corridors in the future, but also to make the legal description process much less tedious and time-consuming. The maps will also show all property monuments recovered in the retracement process allowing for the preservation of those locations.

12.1.1 Consultant shall prepare records of survey for each project location and file with the County Recorder. Monuments shall be set to facilitate recovery of the alignments and to serve as initial, local project control for construction.

12.1.2 Consultant shall determine the precise areas needed for permanent and temporary easements and for areas of interagency transfer. It is anticipated that approximately 33 permanent (private and interagency combined) fee or easements and 20 temporary construction easements (including 2 possible staging areas not yet defined) will be required.

12.1.3 Consultant shall prepare appraisal maps for each of the three project locations identifying the parcel number, owner, type of easement, size of easement and remainder size. Parcel numbers for State R/W changes will receive State-designated number. Parcel numbers for City of Goleta shall be assigned distinct numbers related to assessor's numbers, property addresses or other suitable system.

12.1.4 Consultant shall provide updates to the existing project Right of Way Needs spreadsheet to accompany the appraisal map for appraisal and acquisition agents.

12.1.5 Consultant shall prepare legal descriptions for each parcel to be acquired for temporary or permanent use.

12.1.6 Consultant shall prepare legal descriptions for existing easements to be quitclaimed to the City or State (if any).

12.1.7 Consultant shall prepare legal description and sketch for abandonment of Kellogg

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Place for use by the City in the abandonment and conveyance process.

12.1.8 Consultant shall prepare sketches for all non-state related acquisitions.

12.1.9 Consultant shall maintain separate parcel files for each acquisition containing information such as title reports, existing easements, descriptions of parcels to be acquired or relinquished, vesting deeds and basic parcel information.

12.1.10 Consultant shall coordinate with City of Goleta real property, City of Santa Barbara real property, Caltrans R/W, project engineer and appraisal and acquisition personnel and support them during the acquisition process.

12.1.11 Consultant shall prepare final R/W map for the Highway 217 corridor for filing by Caltrans.

12.2 Under the direction of consultant HJA shall obtain current updated preliminary title reports for the properties subject to acquisition.

12.3 AMENDMENT 3 SCOPE. Engineering for additional R/W work is needed:

The additional right of way work includes increasing the parcel requirements from an estimated 53 to an estimated 60 parcels. Several original parcels have been removed and replaced with right of entry permits, but still require the creation of the parcel legal descriptions. Several changes have been made to the alignments for Ekwill and Hollister, resulting in needs to change appraisal maps, legal descriptions, plats, and closures and to conduct the QA/QC for each change.

Research and review of prior rights information provided by Goleta Water District to aid in the City's evaluation of GWD claims. Preparation of a Prior Rights Report

Additional survey work related to RW for staking proposed right of way limits for several parcels.

Prior Rights Research and correspondence, and underlying fee determination for portions of Kellogg Way and Kellogg Ave that may be included in property swap.

Coordination, meetings, changes and preparation of plats, legal descriptions, closures, and review, signing and distribution for the additional parcels.

12.4 AMENDMENT 6 SCOPE. Revise right of way maps and legal descriptions to conform with the requirements by Caltrans.

12.5 AMENDMENT 8 SCOPE. Right of Way Engineering

This task includes work for Hamner, Jewell & Associates for appraisals, appraisal reviews, and acquisition work for denial of access rights added by Caltrans on AP# 071-

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140-064 (Giorgi) parcel, TCE extensions on parcels 071-130-081 (600 Pine Partners LLC) and 071-130-069 (BT-Oh LLC), as well as TCE extensions for Catalina Barber, Sanders Hotel, BT-Oh, LLC (UPS) and Kellogg LLC, and Caltrans Right of Way Certification support and processing of required RW items with Caltrans.

LIST OF DELIVERABLES

- Appraisals and appraisal reviews
- Caltrans ROW Certification support

TASK 13: RIGHT OF WAY APPRAISALS

Consultant shall oversee and direct Hamner, Jewell & Associates (HJA) in the appraisal and acquisition of right of way for the project.

13.1 Under the direction of consultant, HJA shall obtain appraisals from a state licensed real estate appraiser, prepared in conformance with state laws and Caltrans guidelines, as required to set the basis of right of way purchase offers to private property owners by the City. All appraisals shall be submitted to the City for review and pre-approval prior to purchase offer presentations. If project funding requires formal third-party appraisal reviews, this proposal assumes Caltrans staff shall provide the required appraisal reviews. This scope does not include any appraisal of public lands held by City, County, County Flood Control, or State; it is assumed that appraisals will only be required for the acquisitions of private properties listed in Task 14.

13.2 AMENDMENT 3 SCOPE. The following parcels have been added since the original scope was prepared:

AP 071-130-062	Yardi/Torridan	This parcel was not on the original list but has been identified as requiring an acquisition. PTR and appraisal will be required. Entry coordination for project studies required.
AP 071-130-049	Goleta Business Park	This parcel was not on the contract list but has been identified as requiring an acquisition. PTR and appraisal are required.
AP 071-130-040	Towbes (TCP Pine)	PTR obtained for this parcel; access coordination for site studies performed. Additional permanent r/w acquisition sought. Appraisal may be required.
AP 071-140-053	Kunze	No PTR requested, TCE may be avoided however some coordination may be necessary in conjunction with driveway access

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AP 071-140-064	Giorgi	PTR requested for this out-of-scope parcel; evaluation support regarding Caltrans denial of access requirement.
AP 071-190-034	Kellogg Ave LLC	New TCE required for retaining wall construction; this parcel was not in the original contract scope of work. Assume TCE without
AP 071-190-035	SYCAL Properties	Right of Entry for Driveway conform added/required
AP 071-170-061	Himelsein	Right of Entry for Driveway conform added/required
AP 071-170-062	See Family Trust	Right of Entry for Driveway conform added/required
AP 071-170-063	Antonucci	Right of Entry for Driveway conform added/required
AP 071-170-064	Antonucci	Right of Entry for Driveway conform added/required
AP 071-140-068	Catalina Barber	Right of Entry for Driveway conform added/required
AP 071-140-056	Bottiani	Right of Entry for Driveway conform added/required

13.3 AMENDMENT 6 SCOPE. UPDATE APPRAISALS.
Revise and update appraisals for parcels affected by the changes resulting from Caltrans requirements to keep the Ekwill Fowler Project independent for right of way work.

13.4 AMENDMENT 7 SCOPE. UPDATE TCE's.
Revise and update appraisals for Temporary Construction Easements (TCE's) throughout Project.

13.5 AMENDMENT 9 SCOPE. Right of Way Appraisals and TCE Extensions.
Consultant shall provide additional support for approval of access denial acquisition on Ward Drive and secure TCE extensions throughout the project.

TASK 14: RIGHT OF WAY ACQUISITION

Under the direction of consultant HJA shall prepare offer packages based upon the appraisals, for presentation to each involved property owner. Offer packages shall include an offer letter, Appraisal Summary Statement, proposed Acquisition Agreement, and

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Deed. Consultant shall present these documents for City review and pre-approval prior to presenting offers to property owners. Concurrently consultant shall seek Caltrans review and approval of the appraisals, prior to proceeding with making the purchase offers. If requested by the City, consultant shall have the limits of right of way acquisition staked in the field with lath and flagging to assist in visualizing the limits of the right of way being acquired. After offer presentation, consultant shall handle all follow up negotiations in pursuit of mutually acceptable amicable purchase agreements with each owner to finalize the property purchases. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, consultant shall coordinate with City and, if appropriate, with the City Attorney's office in conjunction with any required Necessity Hearing scheduling. For those on which we reach final agreements, we would process all documents for necessary approvals and coordinate escrows, title insurance, and closings. This project shall also require a residential relocation. Consultant shall provide relocation assistance in conformance with the California Government Code and, if federal funding is involved, in accordance with the provisions of the federal Uniform Act. Relocation assistance shall include interviewing tenants, providing required noticing, conducting market surveys to set benefit levels and identify potential replacement sites, present the tenant with referrals to potential replacement housing options, provide moving bid coordination, claim preparation and processing, and payment distribution and payment receipt documentation. Consultant shall also prepare a Relocation Plan in advance of making the property purchase offers and triggering relocation eligibility. Consultant shall draft any required Right of Way Certification.

Following is the list of parcels included in this proposal:

Assessor's Parcel Number	**Owner**	**Type of Acquisition**
071-130-051, -006	Mauracher	Partial
071-170-080, -083, and -079	University Properties	Partial and Full
071-170-082	Winnikoff Trust	Partial
071-130-023	McPage Enterprises	Partial
071-151-011	McLeans Auto Body & Paint	Partial
071-140-067 and -068	Catalina Barber Corp	Full/Exchange
071-090-078	DLC Enterprises	Partial
071-090-036	Newland	Partial (+ Relocation)
071-090-007	Islay Investments	Partial
071-140-046	Bottiani	Partial/ Exchange
071-330-009	Jurkowitz Trust	Partial

14.1 AMENDMENT 3 SCOPE. The original scope of services is amended to provide:

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An independent fee reviewer to comply with Caltrans review appraisal requirements. (Original scope assumed Caltrans would provide this service).

Due to timeline differentials with obtaining environmental clearances and funding, the Newland and Bottiani parcels now have different appraisal and offer descriptions.

Acquisition for the parcels listed under Task 13.2 above.

14.2 AMENDMENT 4 SCOPE. The original scope of services is amended to provide:

- Additional effort related to unanticipated prolonged and complicated acquisition negotiations on several properties.
- Additional effort related to support services for the City's filing of a Resolution of Necessity for five parcels.
- Additional effort relayed to required revisions to existing appraisals for certain properties.

14.3 AMENDMENT 5 SCOPE. Due to the changes to the Fowler Road project, there is additional Right of Way work that must be completed. The new knuckle at the western end of Fowler Road at Technology Drive will require a small right of way acquisition as well as modifications to the Temporary Construction Easement at the same parcel. At this point in the project, the majority of the right of way work has been completed for the Fowler Road project, and escrow has closed for the Temporary Construction Easement. Additional work is therefore required to obtaining a Preliminary Title Report, Appraisal, and Acquisition. The additional effort includes work for subconsultant MNS for surveying to complete the appraisal map, and for subconsultant Hamner, Jewell & Associates to complete the appraisals and acquisition work.

14.4 AMENDMENT 6 SCOPE. Revise and update acquisition work for parcels affected by the changes resulting from Caltrans requirements to keep the Ekwill Fowler Project independent for right of way work. Extend the work required for ongoing negotiations with other parcels that have expanded into protracted negotiations.

TASK 15: UTILITY COORDINATION

Consultant shall provide utility coordination throughout the project in accordance with Chapter 13 of the Caltrans' Right of Way Manual as required. This task involves communicating the City's project to the utility owners within the project limits and working with them to complete their plans and relocations for those utilities that conflict with the proposed project. Anticipated work under this task is as follows:

15.1 VERIFY EXISTING UTILITIES: Collect available utility information and review the topographic base map in order to identify existing utilities. A utility base map shall be prepared and sent to utility owners for verification. Part of the verification process is to obtain additional utility information from the owners such as as-built record drawings and atlas sheets, as well as determining the facility's function.

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Finally, the utility base map is revised using the utility owner provided items and information our team has developed over the course of the task.

- Utility Base Map: Prepare a utility base map to be used in conjunction with the topographic base map. Essentially, this base map documents the best available utility location information such as: USA markings; interpretation of as-built record drawings and utility atlas sheets; and pothole information.

- Utility Matrix: Prepare a utility matrix to organize and document in one location all the utility coordination activities including: owner; contact name, telephone, and facsimile numbers; mailing and physical addresses; email addresses; dates and methods of communication; description of effected utility; method of conflict resolution, if any; status of relocation plans, if any; etc.

  This matrix is provided to the City and utility owners to provide a transparent understanding of all the utility locations, conflicts, and issues to all potentially affected stakeholders. For example, often cable TV and telephone facilities are carried on electric poles. Using the matrix, the cable TV/telephone representatives can get a clear understanding of the project impacts to poles which they are on, but over which they have little to no control over.

- Utility Letter A (Verification) Package: Letter, matrix and associated plans that outline the proposed design and right-of-way, and existing utilities as mapped in the field. This letter puts the utility owner on notice that the City is intending to construct a project that may affect their facilities.

- As-Built Record Drawings: A primary function of the Utility Letter A is to gather and incorporate into the utility base mapping any utility owner record drawings or other pertinent information.

15.2 POSITIVE IDENTIFICATION AND DETERMINATION OF LIABILITY: Prepare and execute a potholing plan to provide positive identification and location of utility facilities that may conflict with the project.

High-risk vs. low-risk utility facilities will also be identified.

- Potholing: Obtaining positive location information of underground utilities that may be in conflict with the proposed project improvements, and all high-risk utilities within the project limits. The potholes will be surveyed and added to the project topo maps. Since the exact number of potholes cannot be determined in advance, consultant has assumed approximately two full days of potholing activity will be needed.

- Utility Letter B (Request for Relocation Plans) Package: Letter, updated matrix and associated plans that identify potential utility conflicts and approximate relocation schedules. This is a formal coordination letter that identifies the relocation work and schedule required to complete the relocations. Packages shall be sent to all utility owners within the project limits – regardless of potential conflict or not – in order to provide transparency of all utility coordination.

- Relocation Parameters: Provide utility relocation parameters for utility

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owner relocations plans.

15.3 COORDINATE RELOCATION: Coordinate any and all modifications, changes, or relocations of existing underground and/or overhead utilities with respective utility companies. Where feasible, every effort shall be made to complete any and all modifications, changes, or relocations of existing underground and/or overhead utilities prior to construction.

Should the utility companies or the City decide to underground existing overhead utilities as part of the relocation, or desire the installation of conduits for future undergrounding or expansion of their facilities, Consultant shall work with the respective utility companies to incorporate their design into the plan set and assist in the development of cost sharing between the utility companies and the City in the utility relocation agreements for the additional cost of trenching, conduits, vaults, etc. associated with the undergrounding. The design of any "dry" utilities (overhead or underground) is not a part of this scope of work.

This scope of work assumes that the City shall prepare any utility relocation agreements.

Schedules and progress reports for utility efforts shall be prepared. Plans and cost estimates provided by the utility companies shall be reviewed and recommendations shall be made.

- Field Meetings: Attend field meetings with utility owner representatives.
- Utility Specifications: Prepare special provisions relating to utility coordination during construction including timing and duration of construction windows for utility relocations performed by owner's forces.
- Utility Plans: Finalize utility plans for contract documentation plan set.
- Utility "C" Letter (Notice to Owner) Package: Letter, updated matrix and final project plans that show location and elevation of existing utility and the proposed utility relocations. This letter satisfies the requirements in regard to utility conflicts.
- RE Pending File: The last step of this task is to provide documentation of the utility coordination effort for the City and the RE Pending file. This will provide the City with

15.4 AMENDMENT 3 SCOPE. Expanded utility coordination due to the presence of several mainline trunk utilities that run along Hollister Avenue. Utility relocation efforts for these facilities are going to require additional potholing (20 original vs. 60 now), along with intensive coordination to accomplish the staged construction on Hollister Avenue.

15.5 AMENDMENT 5 SCOPE. The utility coordination process has proven to be much more extensive than originally scoped. The level of coordination and utility design for the Hollister Avenue/Route 217 Roundabouts has proved to be more extensive than originally scoped and requires extension additional coordination with the Hollister Avenue Bridge project, as well. Amendment 5 addresses the additional work by DHA to complete the

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utility coordination for the project.

Temporary traffic signal staging plans have expanded to four stages of construction with multiple signal head moves for each stage. Consequently, DHA will secure a new electrical subconsultant (Y&C) to prepare up to an additional 18 plan sheets to accommodate the various stages of construction for the signals and streetlights.

15.6 AMENDMENT 6 SCOPE. Continue coordination with the owners of affected utilities. This coordination will be on-going throughout the remainder of the design project. The work includes coordinating final relocation plans with utility owners, and assisting the City with utility agreements, and preparing the final utility relocation letters. Upon receipt of comments on the 95% submittal package, facilitate a review session with the City to discuss review comments and resolve any conflicting comments.

Revise the plans to delete the Caltrans style lights and add custom streetlights in the City right of way. Modify technical special provisions to address City comments, changes to the plans, or unique revisions and coordinate them with the City boilerplate.

15.7 AMENDMENT 8 SCOPE. Additional Utility Coordination
MNS will continue to coordinate with the owners of effected utilities. This coordination will be ongoing throughout the remainder of the project. The work includes coordinating final relocation plans with DHA designers and utility owners, and assisting the City with utility agreements, and preparing the final utility relocation letters.

15.8 AMENDMENT 9 SCOPE. Additional Utility Coordination.
Consultant shall continue to coordinate with the owners of effected utilities. The work includes coordinating final relocation plans with and utility owners and overseeing/monitoring pre-construction relocations.

LIST OF DELIVERABLES

- Final utility relocation letters
- Utility Agreement Assistance

TASK 16: MITIGATION MONITORING PLAN

PERMIT CONDITONS SUMMARY TABLE AND PS&E INTEGRATION

16.1 PREPARE SUMMARY TABLE. Once permitting conditions have been finalized Consultant shall compile the Permit Conditions Summary Table, which is comprised of a list of mitigation measures and conditions of approval identified during environmental review and the permitting process. This would comply with Caltrans' Local Assistance Procedures Manual that requires the following be submitted to the District Local Assistance Engineer (DLAE):

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"The local agency shall develop a list of all mitigation as related to NEPA and provide it along with the technical reports and draft environmental document to the DLAE.

The local agency shall certify that all required mitigation has been completed and/or is included in the Final Plans, Specifications and Estimate (PS&E), and that any required ongoing maintenance of mitigation is implemented (23 CFR Parts 635,771, and 772)."

This task will satisfy the Environmental Commitments Record as described in Section 39 of the Caltrans Standard Environmental Reference.

16.2 INTEGRATE ENVIRONMENTAL INFORMATION WITH PS&E DEVELOPMENT. The PS&E specifications sheets and final bid package shall incorporate inputs from the permitting process. The task would involve:

- Integrate mitigation measures into the PS&E.
- Prepare the Permit Conditions Summary Table and specifications.

16.3 MITIGATION PLAN. Consultant shall prepare a biological mitigation plan that fulfills all of the requirements of the City's EIR and provides the biological information needed to support the COE, CDFG, RWQCB, and CCC permit applications (as indicated in Task 6 Permitting). Integrate the compensatory mitigation plan into the biological mitigation and monitoring plan required by Mitigation Measure NA-1 in the EIR (herein referred to as the Mitigation Plan).

The Mitigation Plan shall comprise a biological mitigation and monitoring plan that incorporates all of the biological conditions related to construction of the project, including the "compensatory mitigation plan" required to obtain a section 404 permit from the COE. The plan shall include protection and replacement of habitats, streams, and wetlands, and measures for the protection of sensitive plants and animals, as described in the EIR. The compensatory mitigation plan shall include site selection information, a mitigation work plan and maintenance plan, performance standards and monitoring requirements, and long-term and adaptive management plans. The Mitigation Plan shall include the following components as identified and described in further detail in the EIR:

- Protection and replacement of riparian habitat
- Native tree inventory and protection plan
- Wetland habitat restoration
- Pre-construction floristic surveys and compensation
- Plant restoration
- Construction restrictions for riparian birds and raptors
- Construction zone housekeeping
- Maintenance restrictions

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- Avoid/minimize impacts to least Bell's vireo

The following tasks shall be implemented in order to create the Mitigation Plan:

16.3.1 **COMPENSATORY MITIGATION SITE SELECTION.** Select specific sites for restoration, enhancement and/or creation required to complete the Mitigation Plan and obtain key permits. The City shall provide descriptions of potential available locations and acreage suitable for compensatory mitigation. Consultant shall make recommendations to the City regarding the locations for the compensatory mitigation site(s).

16.3.2 FIELD VISITS AND GROUND-TRUTH DATA. Conduct a field visit to verify biological resource information gathered during the preparation of the EIR is accurate and up to date. Map native trees for preparation of the native tree inventory and protection plan.

16.3.3 COORDINATE WITH LANDSCAPE ARCHITECT ON LANDSCAPE AND IRRIGATION PLANS AND SPECIFICATIONS. Provide a restoration biologist to provide input on landscape and irrigation plan drawings and specifications, including plant/seed layouts, palettes, and specifications.

16.3.4 PREPARE DRAFT MITIGATION MONITORING PLAN. Prepare a draft Mitigation Monitoring Plan. The Mitigation and Monitoring Plan will be coordinated with the project landscape plans. The restoration component of the mitigation plan shall include details on restoration locations and habitat types, plant/seed source, plant layouts and palettes, plant and seed installation methods, irrigation methods, restoration schedule, a description of the 5-year maintenance and monitoring program methods, and include the following performance standards:

- Native cover must be 70 percent after three years and retain 70 percent coverage by the end of the 5-year monitoring and maintenance period.
- Non-native invasive plants, excluding non-native grasses, must remain below 10 percent of total vegetation cover at all times.
- Vegetation must survive without supplemental irrigation for at least 2 years.
- No single species shall constitute more than 50 percent of the vegetative cover.
- Replacement plants shall be monitored for a minimum of 3 years to ensure successful establishment.
- The draft Mitigation Plan will be submitted electronically for review and approval by the resource agencies and Goleta.

16.3.5 PREPARE FINAL MITIGATION PLAN. Revise the Mitigation Plan based on comments from agencies and Goleta and prepare a final Mitigation Plan. Submit 10 copies of the final Mitigation Plan to the permitting agencies and Goleta on hard copies or CD as appropriate.

16.4 AMENDMENT 3 SCOPE. Identification of a potential mitigation site on the City of Santa Barbara Airport property along Hollister Avenue and preparation of a preliminary concept paper to facilitate Airport review and approval. Conduct all field surveys, mapping, and conceptual plan preparation for the mitigation sites, including the site on the

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Airport property.

16.5 AMENDMENT 5 SCOPE. DHA and URS will prepare the final response to RWQCB comments as related to the Mitigation Plan. URS will amend the Mitigation Plan to reflect the revised project impacts related to the reduction in scope of Fowler Road. The revised Mitigation Plan measures will be incorporated into the PS&E and into a revised Permit Conditions Summary Sheet.

LIST OF DELIVERABLES

- Biological inputs for the landscape and irrigation plans
- Draft Mitigation Plan
- Final Mitigation Plan
- Draft Revised Mitigation Plan
- Final Revised Mitigation Plan

16.6 AMENDMENT 6 SCOPE. Permits 1 through 5. The following activities are needed for updating the environmental documents for the project:

1. Revised Biological Mitigation and Monitoring Plan. Work to be undertaken as part of this task includes, but is not limited to:

- Conduct field reconnaissance and desktop analysis to identify potentially suitable replacement mitigation site(s).
- Coordinate with the City to identify which replacement mitigation sites are suitable and acceptable.
- Prepare updated maps of the suitable mitigation sites illustrating proposed restoration efforts and existing constraints and prepare an associated fact sheet outlining the benefits of the revisions. The maps and fact sheet will be prepared for use by the Project team and the City for discussions with the agencies and the public.
- Participate in one meeting with the public for desktop and field review of the suitable mitigation sites.
- Revise the 2016 Biological Mitigation and Monitoring Plan once the mitigation sites have been agreed upon by all parties. Please note, only restoration-specific sections will be revised, and the remainder of the plan will remain as previously written.
- Coordinate agency submittal and approval of the revised Biological Mitigation and Monitoring Plan.
- Coordinate with Rincon Consultants on mitigation-specific aspects of the Environmental Impact Report Addendum. Rincon is conducting revisions to the addendum under a separate contract.

2. Environmental Enhancement and Mitigation Grant Program

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Assistance. Work to be undertaken as part of this task includes, but is not limited to:

- Provide information as needed for mitigation-specific items to City to be incorporated into the application.
- Review mitigation-specific text prepared by City.
- Revise the one previously prepared EEMP-specific GIS figure per updates to the mitigation sites as described above.

16.7 AMENDMENT 7 SCOPE. SUPPORT TO DEFEND LEGAL CHALLENGE TO EIR ADDENDUM.
Provide support services to the City to defend lawsuit against the EIR Addendum and associated Bio-Mitigation Plan.

16.8 AMENDMENT 7 SCOPE. ACQUIRE NATIVE PLANTS FOR BIO-MITIGATION. Implementation of plant and seed propagation plan for the Bio-Mitigation Plan with $23,360 deposit so that native plants from the project site can be grown in a nursery.

TASK 17: PROVIDE BIDDING AND CONSTRUCTION SUPPORT
17.1 Consultant shall interpret plans and specifications as required during the bidding process. Attend and participate in a pre-bid meeting with potential bidders. Consultant shall answer questions regarding the Technical Provisions and the design drawings during the bidding process.

This Amendment 5 request includes the time and effort for DHA to complete the extra submittal for Fowler Road and Hollister Avenue/Route 217, and for MNS to compete the extra submittal for Ekwill Street.

17.2 AMENDMENT 6 SCOPE. Consultant shall provide bid period support for the PS&E and associated construction package documents produced by the design team, including items added by earlier amendments. Task is clarified to be only bid period support. Design support during construction will be negotiated and authorized for the CON phase of the project.

17.3 AMENDMENT 8 SCOPE. Additional Bidding Support

This Amendment includes anticipated design support for MNS during the bidding phase.

17.4 AMENDMENT 9 SCOPE. Bidding & Construction Support.

Consultant shall provide design support during construction throughout construction phase of project.

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TASK 18: AMENDMENT 5 SCOPE. ADDITIONAL REPORTS TO CALTRANS.

The project was originally scoped for submittals to City based on preparing standard engineering reports needed for the project. Caltrans requires additional reports to be prepared over and above the original scope. Now that the Caltrans involvement has changed to include the entire project oversight, not just the portion in State right of way, these reports need to be prepared and submitted to Caltrans in their specific format for every segment of the project. The new reports include Design Exceptions, Storm Water Data Reports, and the Traffic Management Plan. This amendment request includes the additional work for DHA to prepare and submit these reports for Caltrans review, including the subsequent report revisions and responses to Caltrans comments.

19 AMENDMENT 9 SCOPE. PEER REVIEWS.
Consultant shall address Peer Review Comments from City independent design review consultant and from City Construction Management Consultant.

19.1 AMENDMENT 10 SCOPE - PEER REVIEWS

This task includes the additional time to address PEER Review Comments from the CITY to resolve and incorporate the PS&E changes.

CITY OF GOLETA RESPONSIBILITIES

- Provide basic criteria for project design, record drawings, and preprinted portions of the specifications.
- Provide copies of available pertinent City records, such as survey ties, benchmarks, road plans, and record maps the City knowingly has in its possession.
- Print and distribute final bid documents, unless requested as an additional service.
- Mediate with landowners for access to and provisions for consultant to enter upon private and public lands.
- Provide all other required services that cannot, by law, be performed by consultant.

19.2 AMENDMENT 12 SCOPE –BIDDING & CONSTRUCTION SUPPORT

Consultant shall provide continued design support during construction throughout construction phase of project.

LIST OF DELIVERABLES

- Traffic Handling Plan updates
- Exhibit updates
- Service Connection Application
- Water Meter Application
- RFI and documentation

19.3 AMENDMENT 12 SCOPE – MONUMENT DESIGN

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This task includes the additional time to design a gateway monument to be constructed within the east roundabout. Detailed scope is as follows:

Phase 1 – Concept and Theming

- Attend Kick Off Meeting with City to confirm scope of work (Virtual Meeting)
- Develop up to three (3) conceptual strategies with precedent images, preliminary material selections, and massing options
- Attend Feedback Meeting with City on initial options (Virtual Meeting)
- Advance up to three (3) of the concept strategies into preliminary renderings for further review (one rendering per strategy, up to three total)
- Attend meeting to select preferred concept for further development (Virtual Meeting)

Phase 2 – Design Review Board Presentation

- Based on selected design option from Phase 1, advance one (1) preferred concept and prepare required documents for Design Review Board
- Present at Design Review Board Meeting (Virtual Meeting)
- Respond to comments and update documents (up to one revision)

Phase 3 – Final Design

- Coordinate with Caltrans
- Prepare Caltrans Encroachment Permit Application
- Prepare draft architectural, civil, landscape, and electrical plans, specifications and estimate
- Respond to City and Caltrans comments (up to one revision)
- Prepare final architectural, civil, landscape, and electrical plans including specifications and estimate

Phase 4 – Construction Administration

- Participate in up to two (2) City/CM/Contractor Meetings (Virtual Meetings)
- Review Contractor Submittals (up to six submittals)
- Respond to RFIs
- Attend up to one (1) Site Visit during construction

LIST OF DELIVERABLES

- Concept Exhibits (PDF or PPT) – up to three (3)
- Preliminary Rendering (PDF) – up to three (3)
- Design Review Board Presentation Documents
- PS&E documents (PDF, SSPs in Word)
- RFI documentation

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EXHIBIT B-11

SCHEDULE OF FEES

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NAME OR CLASSIFICATION	Former DHA Classifications	ACTUAL HOURLY RATE OR RANGE			2026 AVG. BILLING RATE	CLASSIFICATION BILLING RATE RANGE		
PRINCIPAL	PRINCIPAL	$ 135	-	$ 164	$423	$ 363	-	$ 442
ENGINEER IX	PRINCIPAL, PROJECT MANAGER	$ 118	-	$ 136	$360	$ 317	-	$ 367
ENGINEER VIII	SENIOR ENGINEER, RANGE D	$ 107	-	$ 123	$325	$ 288	-	$ 331
ENGINEER VII	SENIOR ENGINEER, RANGE D	$ 103	-	$ 114	$308	$ 276	-	$ 308
ENGINEER VI	SENIOR ENGINEER, RANGE C	$ 89	-	$ 103	$272	$ 239	-	$ 276
ENGINEER V	SENIOR ENGINEER, RANGE B	$ 78	-	$ 90	$237	$ 209	-	$ 242
ENGINEER IV	SENIOR ENGINEER, RANGE B	$ 68	-	$ 79	$209	$ 183	-	$ 213
ENGINEER III	SENIOR ENGINEER, RANGE A	$ 63	-	$ 72	$191	$ 170	-	$ 193
ENGINEER II	ASST ENGINEER, RANGE B	$ 52	-	$ 67	$168	$ 141	-	$ 180
ENGINEER I	ASST ENGINEER, RANGE A	$ 43	-	$ 56	$145	$ 116	-	$ 151
TECHNICAL VI	GRADUATE STUDENT/ENG TECH	$ 62	-	$ 85	$209	$ 167	-	$ 229
TECHNICAL V	GRADUATE STUDENT/ENG TECH	$ 61	-	$ 70	$186	$ 164	-	$ 190
TECHNICAL IV	GRADUATE STUDENT/ENG TECH	$ 55	-	$ 64	$168	$ 147	-	$ 173
TECHNICAL III	ENGINEERING TECHNICIAN	$ 50	-	$ 57	$151	$ 134	-	$ 154
TECHNICAL II	ENGINEERING TECHNICIAN	$ 41	-	$ 49	$128	$ 111	-	$ 131
TECHNICAL I	ENGINEERING TECHNICIAN	$ 34	-	$ 44	$111	$ 92	-	$ 118
CADD TECHNICIAN V	CAD MANAGER, CAD TECHNICIAN V	$ 62	-	$ 85	$209	$ 167	-	$ 229
CADD TECHNICIAN IV	CAD TECHNICIAN IV	$ 57	-	$ 66	$174	$ 154	-	$ 177
CADD TECHNICIAN III	CAD TECHNICIAN III	$ 50	-	$ 57	$151	$ 134	-	$ 154
CADD TECHNICIAN II	CAD TECHNICIAN II	$ 40	-	$ 50	$128	$ 108	-	$ 134
CADD TECHNICIAN I	CAD TECHNICIAN I	$ 33	-	$ 41	$105	$ 88	-	$ 111
DESIGNER VI	SENIOR DESIGNER VI	$ 89	-	$ 100	$266	$ 239	-	$ 268
DESIGNER V	SENIOR DESIGNER V	$ 83	-	$ 90	$243	$ 223	-	$ 242
DESIGNER IV	SENIOR DESIGNER IV	$ 68	-	$ 84	$214	$ 183	-	$ 226
DESIGNER III	SENIOR DESIGNER III	$ 63	-	$ 72	$191	$ 170	-	$ 193
DESIGNER II	SENIOR DESIGNER II	$ 55		$ 64	$168	$ 147		$ 173
DESIGNER I	SENIOR DESIGNER I	$ 44	-	$ 55	$139	$ 118	-	$ 147
PROFESSIONAL IX	SR. PLANNING MANAGER, SR. ENV MANAGER	$ 100	-	$ 128	$335	$ 268	-	$ 344
PROFESSIONAL VIII	SR ENV PLANNER, SR PLANNER	$ 103	-	$ 114	$308	$ 278	-	$ 308
PROFESSIONAL VII	SR ENV PLANNER, SR PLANNER	$ 89	-	$ 103	$272	$ 239	-	$ 278
PROFESSIONAL VI	SR ENV PLANNER, SR PLANNER	$ 85	-	$ 91	$249	$ 229	-	$ 245
PROFESSIONAL V	SR ENV PLANNER, SR PLANNER	$ 78	-	$ 86	$232	$ 209	-	$ 232
PROFESSIONAL IV	SR ENV PLANNER, SR PLANNER	$ 69	-	$ 78	$209	$ 187	-	$ 209
PROFESSIONAL III	SR ENV PLANNER, SR PLANNER	$ 57	-	$ 70	$180	$ 154	-	$ 190
PROFESSIONAL II	ASST ENV PLANNER, PLANNER	$ 50	-	$ 57	$151	$ 134	-	$ 154
PROFESSIONAL I	ASST ENV PLANNER, PLANNER	$ 40	-	$ 50	$128	$ 108	-	$ 134
CONSTRUCTION	SENIOR CONSTRUCTION	$ 140	-	$ 158	$380	$ 376	-	$ 425
CONSTRUCTION	SENIOR CONSTRUCTION	$ 122	-	$ 140	$334	$ 327	-	$ 376
CONSTRUCTION	SENIOR CONSTRUCTION	$ 106	-	$ 124	$294	$ 285	-	$ 334
CONSTRUCTION	SENIOR CONSTRUCTION	$ 91	-	$ 107	$253	$ 245	-	$ 288
CONSTRUCTION	SENIOR CONSTRUCTION	$ 84	-	$ 96	$230	$ 226	-	$ 259
CONSTRUCTION	SENIOR CONSTRUCTION	$ 63	-	$ 85	$190	$ 170	-	$ 229
CONSTRUCTION	SENIOR CONSTRUCTION	$ 58	-	$ 68	$162	$ 157	-	$ 183
INSPECTOR VII **	SENIOR INSPECTOR	$ 102	-	$ 114	$276	$ 275	-	$ 308
INSPECTOR VI **	SENIOR INSPECTOR	$ 86	-	$ 103	$242	$ 232	-	$ 278
INSPECTOR V **	SENIOR INSPECTOR	$ 77	-	$ 86	$208	$ 206	-	$ 232
INSPECTOR IV **	SENIOR INSPECTOR	$ 69	-	$ 79	$190	$ 187	-	$ 213
INSPECTOR III **	SENIOR INSPECTOR	$ 61	-	$ 70	$167	$ 164	-	$ 190
INSPECTOR II **	SENIOR INSPECTOR	$ 47	-	$ 61	$139	$ 128	-	$ 164
INSPECTOR I **	SENIOR INSPECTOR	$ 36	-	$ 49	$109	$ 98	-	$ 131
ADMIN PROFESSIONAL V	OFFICE MANAGER	$ 67	-	$ 77	$203	$ 180	-	$ 206
ADMIN PROFESSIONAL IV	SENIOR ADMIN	$ 61	-	$ 70	$186	$ 164	-	$ 190
ADMIN PROFESSIONAL III	SENIOR ADMIN	$ 44	-	$ 58	$145	$ 118	-	$ 157
ADMIN ASSISTANT II	ADMIN ASSISTANT II	$ 35	-	$ 46	$115	$ 95	-	$ 124
ADMIN ASSISTANT I	ADMIN ASSISTANT I	$ 30	-	$ 39	$98	$ 82	-	$ 105
ARCHITECT VIII	Architect, Project Manager	$ 106	-	$ 124	$294	$ 285	-	$ 334
ARCHITECT IV	Project Architect	$ 63	-	$ 72	$194	$ 170	-	$ 194
ARCHITECT II	Architect Designer	$ 42	-	$ 49	$131	$ 112	-	$ 137
ARCHITECT IX	ARCHITECT IX	$ 106	-	$ 124	$306	$ 272	-	$ 340
ARCHITECT VIII	ARCHITECT VIII	$ 63	-	$ 72	$273	$ 253	-	$ 294
ARCHITECT VII	ARCHITECT VII	$ 42	-	$ 49	$251	$ 239	-	$ 264
ARCHITECT VI	ARCHITECT VI	$ 106	-	$ 124	$224	$ 201	-	$ 248
ARCHITECT V	ARCHITECT V	$ 63	-	$ 72	$202	$ 185	-	$ 219
ARCHITECT IV	ARCHITECT IV	$ 42	-	$ 49	$180	$ 169	-	$ 194
ARCHITECT III	ARCHITECT III	$ 63	-	$ 72	$158	$ 144	-	$ 173
ARCHITECT II	ARCHITECT II	$ 44	-	$ 49	$137	$ 125	-	$ 149
ARCHITECT I	ARCHITECT I	$ 41		$ 41	$120	$ 110	-	$ 130

OTHER DIRECT COSTS	
DESCRIPTION OF ITEM	COST
Personal Vehicle Mileage	see note 1
Overnight Mail Service	Actual

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 5%.

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NAME OR CLASSIFICATION	Former DHA Classifications	ACTUAL HOURLY RATE OR RANGE	2027 AVG. BILLING RATE	CLASSIFICATION BILLING RATE RANGE
PRINCIPAL	PRINCIPAL	$ 142 - $ 172	$444	$ 381 - $ 464
ENGINEER IX	PRINCIPAL, PROJECT MANAGER	$ 124 - $ 143	$378	$ 333 - $ 385
ENGINEER VIII	SENIOR ENGINEER, RANGE D	$ 112 - $ 129	$341	$ 302 - $ 347
ENGINEER VII	SENIOR ENGINEER, RANGE D	$ 108 - $ 120	$323	$ 290 - $ 323
ENGINEER VI	SENIOR ENGINEER, RANGE C	$ 93 - $ 108	$286	$ 251 - $ 290
ENGINEER V	SENIOR ENGINEER, RANGE B	$ 82 - $ 94	$249	$ 220 - $ 254
ENGINEER IV	SENIOR ENGINEER, RANGE B	$ 71 - $ 83	$220	$ 192 - $ 223
ENGINEER III	SENIOR ENGINEER, RANGE A	$ 66 - $ 75	$200	$ 179 - $ 203
ENGINEER II	ASST ENGINEER, RANGE B	$ 55 - $ 70	$176	$ 148 - $ 189
ENGINEER I	ASST ENGINEER, RANGE A	$ 45 - $ 59	$152	$ 122 - $ 158
TECHNICAL VI	GRADUATE STUDENT/ENG TECH	$ 65 - $ 89	$220	$ 175 - $ 241
TECHNICAL V	GRADUATE STUDENT/ENG TECH	$ 64 - $ 74	$195	$ 172 - $ 199
TECHNICAL IV	GRADUATE STUDENT/ENG TECH	$ 57 - $ 68	$176	$ 155 - $ 182
TECHNICAL III	ENGINEERING TECHNICIAN	$ 52 - $ 60	$158	$ 141 - $ 162
TECHNICAL II	ENGINEERING TECHNICIAN	$ 43 - $ 51	$134	$ 117 - $ 137
TECHNICAL I	ENGINEERING TECHNICIAN	$ 36 - $ 46	$116	$ 96 - $ 124
CADD TECHNICIAN V	CAD MANAGER, CAD TECHNICIAN V	$ 65 - $ 89	$220	$ 175 - $ 241
CADD TECHNICIAN IV	CAD TECHNICIAN IV	$ 60 - $ 69	$183	$ 162 - $ 186
CADD TECHNICIAN III	CAD TECHNICIAN III	$ 52 - $ 60	$158	$ 141 - $ 162
CADD TECHNICIAN II	CAD TECHNICIAN II	$ 42 - $ 52	$134	$ 113 - $ 141
CADD TECHNICIAN I	CAD TECHNICIAN I	$ 34 - $ 43	$110	$ 93 - $ 117
DESIGNER VI	SENIOR DESIGNER VI	$ 93 - $ 105	$280	$ 251 - $ 282
DESIGNER V	SENIOR DESIGNER V	$ 87 - $ 94	$255	$ 234 - $ 254
DESIGNER IV	SENIOR DESIGNER IV	$ 71 - $ 88	$225	$ 192 - $ 237
DESIGNER III	SENIOR DESIGNER III	$ 66 - $ 75	$200	$ 179 - $ 203
DESIGNER II	SENIOR DESIGNER II	$ 57 $ 68	$176	$ 155 $ 182
DESIGNER I	SENIOR DESIGNER I	$ 46 - $ 57	$145	$ 124 - $ 155
PROFESSIONAL IX	SR. PLANNING MANAGER, SR. ENV MANAGER	$ 105 - $ 134	$352	$ 282 - $ 361
PROFESSIONAL VIII	SR ENV PLANNER, SR PLANNER	$ 108 - $ 120	$323	$ 292 - $ 323
PROFESSIONAL VII	SR ENV PLANNER, SR PLANNER	$ 93 - $ 108	$286	$ 251 - $ 292
PROFESSIONAL VI	SR ENV PLANNER, SR PLANNER	$ 89 - $ 96	$262	$ 241 - $ 258
PROFESSIONAL V	SR ENV PLANNER, SR PLANNER	$ 82 - $ 91	$244	$ 220 - $ 244
PROFESSIONAL IV	SR ENV PLANNER, SR PLANNER	$ 73 - $ 82	$220	$ 196 - $ 220
PROFESSIONAL III	SR ENV PLANNER, SR PLANNER	$ 60 - $ 74	$189	$ 162 - $ 199
PROFESSIONAL II	ASST ENV PLANNER, PLANNER	$ 52 - $ 60	$158	$ 141 - $ 162
PROFESSIONAL I	ASST ENV PLANNER, PLANNER	$ 42 - $ 52	$134	$ 113 - $ 141
CONSTRUCTION	SENIOR CONSTRUCTION	$ 147 - $ 166	$399	$ 395 - $ 447
CONSTRUCTION	SENIOR CONSTRUCTION	$ 128 - $ 147	$351	$ 344 - $ 395
CONSTRUCTION	SENIOR CONSTRUCTION	$ 111 - $ 130	$309	$ 299 - $ 350
CONSTRUCTION	SENIOR CONSTRUCTION	$ 96 - $ 112	$265	$ 258 - $ 302
CONSTRUCTION	SENIOR CONSTRUCTION	$ 88 - $ 101	$241	$ 237 - $ 271
CONSTRUCTION	SENIOR CONSTRUCTION	$ 66 - $ 89	$199	$ 179 - $ 241
CONSTRUCTION	SENIOR CONSTRUCTION	$ 61 - $ 71	$170	$ 165 - $ 192
INSPECTOR VII **	SENIOR INSPECTOR	$ 107 - $ 120	$290	$ 289 - $ 323
INSPECTOR VI **	SENIOR INSPECTOR	$ 91 - $ 108	$254	$ 244 - $ 292
INSPECTOR V **	SENIOR INSPECTOR	$ 80 - $ 91	$218	$ 216 - $ 244
INSPECTOR IV **	SENIOR INSPECTOR	$ 73 - $ 83	$199	$ 196 - $ 223
INSPECTOR III **	SENIOR INSPECTOR	$ 64 - $ 74	$175	$ 172 - $ 199
INSPECTOR II **	SENIOR INSPECTOR	$ 50 - $ 64	$145	$ 134 - $ 172
INSPECTOR I **	SENIOR INSPECTOR	$ 38 - $ 51	$115	$ 103 - $ 137
ADMIN PROFESSIONAL V	OFFICE MANAGER	$ 70 - $ 80	$213	$ 189 - $ 216
ADMIN PROFESSIONAL IV	SENIOR ADMIN	$ 64 - $ 74	$195	$ 172 - $ 199
ADMIN PROFESSIONAL III	SENIOR ADMIN	$ 46 - $ 61	$152	$ 124 - $ 165
ADMIN ASSISTANT II	ADMIN ASSISTANT II	$ 37 - $ 48	$121	$ 100 - $ 131
ADMIN ASSISTANT I	ADMIN ASSISTANT I	$ 32 - $ 41	$103	$ 86 - $ 110
ARCHITECT VIII	Architect, Project Manager	$ 111 - $ 130	$309	$ 299 - $ 350
ARCHITECT IV	Project Architect	$ 66 - $ 76	$204	$ 179 - $ 204
ARCHITECT II	Architect Designer	$ 44 - $ 52	$138	$ 118 - $ 143
ARCHITECT IX	ARCHITECT IX	$ 111 - $ 130	$321	$ 286 - $ 357
ARCHITECT VIII	ARCHITECT VIII	$ 66 - $ 76	$287	$ 266 - $ 309
ARCHITECT VII	ARCHITECT VII	$ 44 - $ 52	$264	$ 251 - $ 277
ARCHITECT VI	ARCHITECT VI	$ 111 - $ 130	$235	$ 211 - $ 260
ARCHITECT V	ARCHITECT V	$ 66 - $ 76	$212	$ 194 - $ 230
ARCHITECT IV	ARCHITECT IV	$ 44 - $ 52	$189	$ 178 - $ 204
ARCHITECT III	ARCHITECT III	$ 66 - $ 76	$166	$ 151 - $ 182
ARCHITECT II	ARCHITECT II	$ 46 - $ 52	$143	$ 131 - $ 157
ARCHITECT I	ARCHITECT I	$ 43 $ 43	$126	$ 116 - $ 137

OTHER DIRECT COSTS	
DESCRIPTION OF ITEM	COST
Personal Vehicle Mileage	see note 1
Overnight Mail Service	Actual

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.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/08/2026

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

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

PRODUCER
MARSH USA, LLC.
1050 CONNECTICUT AVENUE, SUITE 700
WASHINGTON, DC 20036-5386

CN102736896-7/1-1.1a-25-26 GAWU

CONTACT NAME: Ashley Oliver
PHONE (A/C, No, Ext): 410 347 3631 **FAX (A/C, No):**
E-MAIL ADDRESS: Ashley.Oliver@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Charter Oak Fire Insurance Company	25615
INSURER B : The Travelers Indemnity Company Of America	25666
INSURER C : Travelers Property Casualty Co. Of America	25674
INSURER D : Beazley Insurance Company, Inc.	37540
INSURER E : N/A	N/A
INSURER F :	

INSURED
DEWBERRY ENGINEERS INC.
11060 WHITE ROCK ROAD, SUITE 200
RANCHO CORDOVA, CA 95670-6061

COVERAGES **CERTIFICATE NUMBER:** CLE-007474818-01 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTRACTUAL INS. COV. (INSURED CONTRACTS) GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	P-630-7792B312-COF-25	07/01/2025	07/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 5,000,000 $ 5,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	810-1N788974-25-43-G	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) COMP / COLL DED:	$ 2,000,000 $ $ $ $ 1,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CUP-4J583077-25-43	07/01/2025	07/01/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB-6P972264-25-43-G	07/01/2025	07/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	PROFESSIONAL LIABILITY			V11B5E251601 RETRO. DATE: FULL PRIOR ACTS	07/01/2025	07/01/2026	PER CLAIM/AGGREGATE	5,000,000

APPROVED
By Alicia Cabrera at 12:23 pm, Apr 10, 2026
AC

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: DEWBERRY PROJECT/JOB/PLN # 97621300, BU2320; PROFESSIONAL DESIGN SERVICES FOR EKWILL STREET & FOWLER ROAD EXTENSION PROJECT; CLIENT CONTRACT #2012-090.12.

CITY OF GOLETA, ITS EMPLOYEES, OFFICIALS, AGENTS AND MEMBER AGENCIES ARE INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY. THE GENERAL LIABILITY INSURANCE IS PRIMARY AND NON-CONTRIBUTORY OVER ANY EXISTING INSURANCE AND LIMITED TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED AND WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT WITH RESPECTS TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION. CONTINUED ON ACORD 101

CERTIFICATE HOLDER
CITY OF GOLETA
130 CERMONA DRIVE, SUITE B
GOLETA, CA 93117

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

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

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AGENCY CUSTOMER ID: CN102736896
LOC #: Washington

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC.	DEWBERRY ENGINEERS INC. 11060 WHITE ROCK ROAD, SUITE 200 RANCHO CORDOVA, CA 95670-6061
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

CONTINUED FROM DESCRIPTION OF OPERATIONS:

SEVERABILITY OF INTEREST APPLIES TO THE GENERAL LIABILITY POLICY.

AS RESPECTS THE GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIABILITY, AND WORKERS' COMPENSATION COVERAGES EVIDENCED ABOVE, NOTICE OF CANCELLATION WILL BE PROVIDED BY THE INSURER(S) TO THE CERTIFICATE HOLDER PER THE ATTACHED AS REQUIRED BY WRITTEN CONTRACT. AS RESPECTS THE PROFESSIONAL LIABILITY COVERAGE EVIDENCED ABOVE, IF THIS POLICY IS CANCELLED BY THE INSURER, OTHER THAN FOR NON-PAYMENT OF PREMIUM, THE INSURER WILL PROVIDE 30 DAYS WRITTEN NOTICE TO CERTIFICATE HOLDER.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

   The insurance provided to such additional insured is limited as follows:

   c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.

   d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

   e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   Duties Of An Additional Insured

   As a condition of coverage provided to the additional insured:

   a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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POLICY NUMBER: 810-1N788974-25-43-G

COMMERCIAL AUTO
ISSUE DATE: 06-06-25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA BLANKET CANCELLATION AND NONRENEWAL NOTICE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

In the event of cancellation or nonrenewal or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or nonrenewal or material change to:

SCHEDULE

Any person or organization to whom you have agreed to under any contract or agreement that notice of cancellation or material limitation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation or nonrenewal or material change of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

3. **Number of days advance notice:**

Cancellation for nonpayment of premium:		Days
Cancellation other than nonpayment of premium:	30	Days
Nonrenewal:		Days
Material change:		Days

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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POLICY NUMBER: P-630-7792B312-COF-25 ISSUE DATE: 06-06-25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION
(CONTINUED ON IL T8 06)

ADDRESS:
SEE IL T8 06

FAIRFAX
VA
22031

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US
IL T4 05 05 19

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:
1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR
ORGANIZATION, AFTER THE FIRST NAMED INSURED SHOWN IN THE DECLARATIONS RECEIVES NOTICE FROM US OF THE
CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS
SHOWN IN THIS SCHEDULE.

ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

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POLICY NUMBER: CUP-4J583077-25-43 ISSUE DATE: 06/06/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 R4 (00) - 001

POLICY NUMBER: UB-6P972264-25-43-G

NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to **PART SIX – CONDITIONS** :

Notice Of Cancellation Or Nonrenewal To Designated Persons Or Organizations

If we cancel or non-renew this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation or non-renewal to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation or nonrenewal is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation or nonrenewal to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation or nonrenewal.

SCHEDULE

Name and Address of Designated Persons or Organizations:	**Number of Days Notice:**
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NON RENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF: 1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NON RENEWAL OF THIS POLICY; AND 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT. ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium $

Insurance Company Countersigned by _____
DATE OF ISSUE: 06-06-25 ST ASSIGN:

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NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

Effective date of this Endorsement: 01-Jul-2025
This Endorsement is attached to and forms a part of Policy Number: V11B5E251601
Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

DEWBERRY NOTICE OF CANCELLATION TO CERTIFICATE HOLDER

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that in addition to the provisions of the Cancellation section of the Conditions, if this policy is cancelled by us, other than for non-payment of premium, we will provide 30 days written notice to the following party(ies):

As per list to be provided by the Named Insured or its Broker of Record.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

EDB005NYFTZ
032011 ed.
Class Code: 2-14180

ATTACHMENT 5

Amendment No. 2 Professional Services Agreement 2023-025 with Rincon Consultants, Inc.

Docusign Envelope ID: 206B1B9D-A2CA-8C62-8269-206B81776002

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

This **Amendment No. 2** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Rincon Consultants, Inc.** ("Consultant") dated March 21, 2023 ("Agreement," Agreement No. 2023-025) is made on this ____ day of ___, 2026.

SECTION A. RECITALS

1. This Agreement is for professional environmental and permitting services in conjunction with the San Jose Creek Channel Fish Passage Modification Project; and

2. This Agreement has been amended to increase compensation by $60,916, for a not-to-exceed amount of $258,229 for continued and additional tasks and revise the scope of work (Amendment No. 1); and

3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed $258,229; and

4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of $111,719 for continued tasks and 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 30,2027; and

7. The Agreement currently provides in Exhibit A 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 and revising existing 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 entitled "Schedule of Fees" the hourly rates; and

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

11. City Council approved this Amendment No. 2, on this _____ day of ____, 2026.

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 $111,719 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 $369,948 (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-1," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30,2027, 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 one year to read in its entirety:

The term of this Agreement is from the date first written above to June 30, 2027, 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-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 "Schedule of Fees" with **Exhibit B-1 "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. 2 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

Robert Nisbet, City Manager

ATTEST:

Deborah Lopez, City Clerk

CONSULTANT

Signed by:
Steven J. Hongola, Vice President
8DE68ADD6855423...
Steven Hongola, Vice President

DocuSigned by:
Lacrissa Davis, Chief Financial Officer
789B3F21211B48F...
Lacrissa Davis, Chief Operating Officer
& Chief Financial Officer

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:
Scott Shapses
4218AF313C614E2...
Scott Shapses, Deputy City Attorney

Docusign Envelope ID: 206B1B9D-A2CA-8C62-8269-206B81776002

EXHIBIT A-2

Original Proposal – January 19, 2023

Task 1 CEQA

This scope of work includes preparation of an Addendum to the city's *Final Initial Study-Mitigated Negative Declaration for the San Jose Creek Capacity Improvement & Fish Passage Project* (Final MND; dated May 2007, with an approved addendum dated April 2008), pursuant to the CEQA. If, during our analysis, we identify any new or additional significant impacts, we will contact the city immediately to discuss an appropriate course of action (e.g., a Subsequent MND). The following tasks are included as part of our proposed scope of work.

Task 1.1 Draft Addendum to the Final MND

The Draft Addendum will serve as a second addendum to the original MND and include an introductory section describing the requirements of an addendum to a final MND, followed by a section that briefly describes the "approved project" evaluated in the 2007 Final MND and the proposed "current project." The project location and limits of the "approved project" is shown below in Figure 1 (not include).

The Draft Addendum will also include a discussion and comparison of each environmental issue area analyzed in the 2007 Initial Study included as part of the Final MND to determine whether the current project would result in new significant environmental effects or substantially increase the severity of previously identified significant effects, or if mitigation measures would be considerably different from those in the 2007 Final MND. The Draft Addendum will rely on information and data from a desktop review, the 2007 Final MND, the 2008 Addendum, the Biological Resources Assessment (BRA) for the current project (included in Task 1.4), and the Cultural Resources Technical Report for the current project (included in Task 4) to the extent feasible. Additionally, because the current project will modify weir designs currently included in the Hollister Avenue Bridge Replacement Project, the Draft Addendum will also rely on, and incorporate by reference, the city's 2015 *Final MND for Hollister Avenue Bridge Replacement Project* (2015 Final MND). Pursuant to *CEQA Guidelines* Section 15150, where all or part of another document is incorporated by reference, the incorporated language shall be considered to be set forth in full as part of the text of the current CEQA document. Because the current project components include modifications to both the San Jose Creek Fish Passage Project (as analyzed in the 2007 Final MND and the 2008 Addendum) and the Hollister Avenue Bridge Replacement Project (as analyzed in the 2015 Final MND), the Draft Addendum will discuss the changes in potential environmental impacts related to both projects. In addition to the environmental issue areas analyzed in the 2007 Final MND, since adoption of this Final MND, the topics of Forestry Resources, Energy, Tribal Cultural Resources, Wildfire, and (within Transportation) Vehicle Miles Traveled were added to the Environmental Checklist Form in Appendix G of the *CEQA Guidelines*. Therefore, the Draft Addendum will also discuss the potential for impacts associated with Forestry Resources, Energy, Tribal Cultural Resources, Wildfire, and Vehicle Miles Traveled.

Deliverables

- A Draft Addendum in electronic format (Microsoft Word and/or PDF) for city review

Assumptions

- One round of consolidated comments on the Draft Addendum will be addressed from the city.

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Task 1.2 Final Addendum to the Final MND

Rincon will revise the Draft Addendum based on one round of consolidated comments from the city, to be provided in an electronic, editable format. The Final Addendum will be submitted in electronic format to the city. This scope of work does not include providing documents that are accessible pursuant to the Americans with Disabilities Act (ADA) or printed copies. However, accessible documents and/or printed copies can be provided for an additional fee. Per the *State CEQA Guidelines*, the Addendum does not need to be circulated for public review but must be considered by the City's decision makers. Following a decision on the project, Rincon will prepare a Notice of Determination (NOD) for filing by the city.

Deliverables

- A Final Addendum in electronic format (Microsoft Word and/or PDF) for city review
- An electronic version (Microsoft Word and/or PDF) of the Notice of Determination (NOD) for filing by the city

Assumptions

- The city will pay all required filing fees.

Task 1.3 Meeting/Hearing Attendance

This task involves management, organization, and coordination with the city over the course of this scope of work. It also includes responding to telephone calls and emails regarding the project, monitoring the project budget and schedule, and other similar tasks. This task assumes meeting/hearing attendance by Rincon's Project Manager and/or CEQA Task Lead regarding the Addendum to the Final MND. If additional meeting/hearing time is requested by the city, a change order will be required.

Task 1.4 Limited Biological Resources Assessment Update

Rincon will provide a limited update to the previously completed Biological Resources Assessment (BRA). This update to the previously conducted BRA will largely be a database review to identify and evaluate any newly listed or candidate species to evaluate the potential for them to occur in the project. The following databases may be reviewed as part of the update: the CDFW California Natural Diversity Data Base (CNDDB), USFWS Critical Habitat Portal, California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants of California, and CDFW Special Animals List. This scope of work assumes that no new species with the potential to occur will be identified. The existing regulatory setting section will be updated as needed to reflect recent regulatory changes. The analysis is not anticipated to require substantive updates, and the previously conducted Biological Resources Analysis will not be revised. Limited field data on vegetation and habitat types gathered as part of Task 2 will be included as well as figures updated with any new data and new project information.

An additional limited field effort will be conducted to inventory the protected native trees within the project site as part of the field effort in Task 2. Some trees in the project site have been inventoried recently (fall and winter 2022) and in the past (10 years ago) as part of the Hollister Avenue Bridge Replacement Project. Data from those efforts will be used to the extent feasible, and expanded where needed. All trees within the project footprint with diameter-at-breast-height (DBH) of 4 inches[1] or greater will be mapped and tree condition and level of expected impact will be documented. A tree protection zone will be mapped and

[1] The City does not currently have a tree protection ordinance in place, but the General Plan Conservation Element (CE; City 2009) Policy CE-9 states that removal of mature native trees shall be mitigated. The General Plan CE-9 does not define mature native trees. As such, to err on the conservative side, mature/protected trees will be defined as any native tree measuring 4 inches or greater in DBH of the largest trunk. This value is based on the County Deciduous Oak Tree Protection and Regeneration Ordinance (County of Santa Barbara 2003), which protects deciduous oak trees measuring 4 inches DBH, although the Project is not required to meet the standards of this ordinance. The same definition was used on the adjacent Hollister Avenue Bridge Project.

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displayed on a graphic of the project site. The tree protection zone will be defined as the area within the tree dripline out to approximately 5-feet from the dripline to account for the tree's critical root zone. The methods and results of the tree inventory will then be incorporated into the BRA.

This scope of work does not include agency consultation.

Deliverables

- A BRA in electronic format (Microsoft Word and/or PDF) for city review

Assumptions

- Assumes one round of review and response to comments from the city.
- No agency coordination will be necessary.
- The limited field work included in this task will be conducted as part of Task 2 and therefore, all time and expenses for the field effort is included in Task 2.
- A stand-alone arborist report will not be prepared.
- The BRA will include an assessment of the potential impacts to the Sister Witness Tree, as is required. Based on conversations with the project engineer, Rincon understands and assumes there won't be impacts to the tree as a result if the proposed project, which will result in a minimal and straightforward explanation and statement as such in the BRA. However, if the mapping and evaluation of the tree protection zones included as part of this task reveals that project activities may result in impacts to the Sister Witness Tree, additional impact assessments may be necessary and can be provided under additional authorization.

Task 2 Aquatic Resources Delineation

Rincon will conduct a review of potential jurisdictional waters within the project footprint, specifically San Jose Creek and any adjacent wetlands/waters, using the most current regulatory guidance and methodologies provided by the USACE, CDFW, and CCRWQCB. This review will build on and reference previous reviews completed within the project. The final determination regarding jurisdictional resources will be made by the resource agencies; for this reason, the term "potential" is used when discussing jurisdictional waters. All potential wetlands and non-wetland waters of the U.S. (WOUS) will be delineated onsite, in accordance with the following:

- Wetlands Delineation Manual (Environmental Laboratory 1987)
- Guidelines for Jurisdictional Determinations for Waters of the United States in the Arid Southwest (USACE 2001)
- Regulatory Guidance Letter No. 05-05: Ordinary High Water Mark Identification (USACE 2005)
- Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) (USACE 2008a)
- A Field Guide to the Identification of the Ordinary High-Water Mark (OHWM) in the Arid West Region of the Western United States (USACE 2008b)
- Updated Datasheet for the Identification of the Ordinary High-Water Mark (OHWM) in the Arid West Region of the Western United States (USACE 2010)
- Code of Federal Regulations sections that pertain to factors constituting the OHWM for non-wetland waters ("other waters") (33 CFR 328.3 and 33 CFR 328.4)
- The City of Goleta's New Zoning Ordinance (2020)
- The California Coastal Act (California Coastal Commission 2022)

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Potential CDFW jurisdiction will be delineated in accordance with Section 1602(a) of the California Fish and Game Code (CFGC), including streambeds to the top of the bank and associated riparian vegetation, whichever is greater.

Potential CCRWQCB jurisdiction will be consistent with the agency's established practice, limited to the top of the physical bank or the landward dripline of riparian vegetation, whichever is broader.

The results of the jurisdictional delineation will be presented in a Jurisdictional Delineation Report (JDR) suitable for submittal as an attachment to the permit applications/notifications discussed below for this project. The JDR will include a discussion of methodologies and results that detail the background information, field observations and data collected, and a summary of findings. Using a recent high-resolution aerial photograph and topographic map of the project site, Rincon will overlay data collected using a Global Positioning System (GPS) unit capable of sub-meter accuracy to identify data collection locations and other pertinent biological information for submittal with the report. A project location map, data observation forms, a vegetation community map, and a delineation map will also be included.

Deliverables

- Jurisdictional Delineation Report (JDR) for USACE, CCRWQCB, and CDFW permit applications/notifications

Assumptions

- Only one field survey day will be required to conduct the formal jurisdictional delineation and limited field efforts as noted in Task 1.4.
- One round of comments on the JDR from the city.
- Access and permission to enter will be provided to Rincon in writing prior to the field survey.
- No access issues will be encountered during any of the pedestrian surveys.

Task 3 Regulatory Permitting

Based on basic project information for this stream improvement project, the project is anticipated to require a federal Clean Water Act (CWA) Section 404 permit from the USACE and the issuance of a Water Quality Certification (WQC) from the CCRWQCB pursuant to Sections 404 and 401 of the CWA. It is assumed that the project will qualify for the USACE Nationwide Permit (NWP) Program and not require a higher level of authorization. A Streambed Alteration Agreement (SAA) from the CDFW pursuant to Section 1600 *et seq.* of the CFGC is also anticipated to be required. As San Jose Creek is designated steelhead trout critical habitat, a Section 7 consultation with the NMFS will be required. Due to the nature of the project (fish habitat restoration), an alternatives analysis and Compensatory Mitigation Plan are not anticipated to be required, and therefore will not be prepared under this scope. The limited impacts to trees and willow habitat will likely result in agency-requested restoration, and therefore a Restoration Plan will be prepared.

Rincon will work closely with the city to quickly identify and gather the appropriate application documentation for the project and coordinate with the agencies to help ensure the permitting process is completed as quickly and efficiently as possible. Rincon will provide the city with the completed application packages for review and comment prior to submittal to the resource agencies. The following tasks include anticipated services necessary to obtain permits/authorizations for proposed impacts to jurisdictional waters onsite.

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Task 3.1 USACE Nationwide Permit PCN Preparation

Under Section 404(e) of the CWA, the USACE can issue NWPs to authorize activities that have minimal individual and cumulative adverse environmental effects. Rincon anticipates that NWP 27 for Aquatic Habitat Restoration, Enhancement, or Establishment Activities will be applicable to the project. As part of this proposed scope of work, Rincon will prepare a USACE Pre-Construction Notification (PCN) checklist for NWP 27 and supporting documents. Rincon will rely on waters data collected in Task 2 for the project to determine limits of jurisdiction. Rincon will submit the PCN package to the city for review, incorporate one round of requested changes, and upon approval, submit the package to the USACE unless otherwise directed.

Deliverables

- A PCN package for NWP 27, including the PCN checklist, JDR, required maps, and project information

Assumptions

- NWP 27 will be available and applicable for the project.
- PCN is accepted by USACE on first submittal (i.e., applications deemed complete).
- Previously gathered aquatic resources data can be utilized for this project.
- Project design plans, including GIS files denoting the limits of permanent and temporary disturbance, will be provided by the city.
- Cultural resources review to satisfy the USACE's Section 106 requirements will be provided under Task 4 of this scope of services, and additional review will not be required.
- If project design details change during the permitting process, additional Rincon effort and cost will be required.
- The USACE will not require an evaluation of alternatives.
- The USACE will view the project as restoration and not require mitigation.
- One round of comments on the PCN package from the city.

Task 3.2 CCRWQCB Water Quality Certification Application Preparation

Section 401 of the CWA requires that any person applying for a federal permit or license, which may result in a discharge into WOUS, must obtain a WQC that certifies the activity complies with all applicable water quality standards, limitations, and restrictions. An individual WQC is anticipated to be necessary. Rincon will request a virtual pre-application meeting with the CCRWQCB and coordinate with CCRWQCB staff to confirm certification requirements in accordance with the U.S. Environmental Protection Agency's (EPA) Clean Water Act Section 401 Certification Rule. Rincon will prepare a WQC application and supporting documentation, provide it to the city for review and comment, incorporate one round of requested changes, and upon approval, submit the application to the CCRWQCB unless otherwise directed. Based on the final site plans, Rincon will calculate the anticipated CCRWQCB application fee. Based on the nature of the project, an analysis of alternatives is not anticipated to be required and therefore not included in this scope of services.

Deliverables

- Application for CWA Section 401 WQC and supporting documentation

Assumptions

- Rincon will request and attend one (1) virtual pre-submittal meeting with CCRWQCB staff, concurrent with USACE, and CDFW staff (not to exceed two [2] hours).

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- WQC application package will be accepted by CCRWQCB on first submittal (i.e., applications deemed complete).
- The CCWQCB will not require an evaluation of alternatives.
- The CCWQCB will view the project as restoration and not require mitigation.
- One round of comments on the WQC application package from the city.
- The city will be responsible for the WQC application fees and will coordinate the payment of these fees.

Task 3.3 CDFW Streambed Alteration Agreement Preparation

The project is anticipated to require a SAA under Section 1600 *et seq.* of the CFGC. CDFW requires notification through submittal of a Notification of Lake/Streambed Alteration (Notification). Rincon will request a virtual pre-submittal meeting with CDFW and coordinate with CDFW staff to confirm notification requirements, including the CDFW fisheries team. Rincon will prepare the Notification and supporting documentation, provide documentation to the city for review and comment, incorporate one round of requested changes, and upon your approval, submit the application to the CDFW, unless otherwise directed. As part of the application, payment of a fee to the CDFW is required and dependent on the project cost.

Deliverables

- A CDFW SAA Notification and supporting documentation

Assumptions

- Rincon will request and attend one (1) virtual pre-submittal meeting with CDFW staff (concurrent with USACE, and CCRWQCB staff) (not to exceed two [2] hours).
- CDFW input on notification requirements, including from the fisheries team, will be provided during the pre-submittal meeting.
- The CDFW will view the project as restoration and not require mitigation.
- Permit application is accepted by CDFW on first submittal (i.e., applications deemed complete).
- Basic description of project and site conditions and potential for species to occur will be consistent with the information prepared as part of the CEQA addendum in Task 1.
- One round of comments on the Notification package from the city.
- The city will be responsible for the Notification fees and will coordinate the payment of these fees.

Task 3.4 Permit Tracking and Agency Coordination

Once the applications are submitted, ongoing coordination with the USACE, CCRWQCB, and CDFW is needed to answer questions and help ensure that any potential issues are identified and resolved at the earliest possible opportunity. Coordination may include telephone, email, and/or written correspondence. Rincon will provide up to **40 hours** of support post-submittal of the applications/notifications outlined in Tasks 3.1 through 3.3. This support may include requests for additional information, responses to comments, additional meetings, or any other agency request to support the project's interests and schedule. Should additional time be necessary in excess of the **40 hours**, Rincon will notify the city prior to exhaustion of this budget.

Deliverables

- Rincon will coordinate and communicate with the agencies during the permit review and approval process

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- Email summaries of meetings and correspondence that include verification of agency requirements or other relevant information
- Rincon will review draft permits from the agencies and identify problematic permit conditions
- Rincon will coordinate with the city and the agencies to assist in obtaining final permit authorizations

Task 3.5 Preparation of CCC Coastal Development Permit (CDP) Application and Limited Post-Application Support

Rincon will prepare a CDP application for the project for submission to the CCC. The project description completed as a part of the USACE, CCRWQCB, and CDFW applications will be used for permit application submittal, as needed. This task includes:

- Pre-application submittal communications and up to one (1) remote meeting with CCC Staff (if required) concurrent with the pre-application meeting with USACE, CCRWQCB, and CDFW
- Post-application submittal CCC completeness review support and response
- Communication and coordination in support of the CCC hearing including attendance and response to comments (if necessary)
- Posting the CCC notification on site and provide documentation
- Submission of the self-addressed stamped envelopes required by the CCC for noticing
- Limited support from City Planner (subcontractor to Rincon), Laura Bridley, to support the CDP application and processing

Assumptions

- Includes pre-application submittal communications and up to three (3) remote meetings with CCC Staff (if required) concurrent with the pre-application meeting with USACE, CCRWQCB, and CDFW.
- Post-application support and responses, including completeness response letter, communication and coordination in support of the CCC hearing including attendance and response to comments (if necessary).
- Assumes the city will provide the owner noticing list to be included in the initial CCC submittal.
- Rincon will post the CCC notification on site and provide documentation.
- The city will coordinate all signatures required for CCC application including required local approvals for the proposed project, such as zoning variances, use permits, etc., as noted on Local Agency Review Form, Appendix B.
- Biological reviews as part of Tasks 1 and 2, as well as the Cultural Resources review provided in Task 4 will be sufficient for this application, and no additional reviews will be required.
- Does not include estimated permit fees; permit fees assumed to be paid directly by the city, if determined to be required after consultation with the CCC (refer to Appendix E page 19 of the CCC CDP application).
- The city will provide project plans that will be suitable for submission to the CCC and include site, grading, and erosion control plans.
- Support from the City Planner (contractor to Rincon), Laura Brindley, will be limited to $12,500, to include effort to notice envelopes based on a list of owners within 100-feet, provided by the city.

Deliverables

- CCC CDP Application Package and supporting materials (application, Project Description, biological reports, figures, etc.)

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- Summary of on-site posting and notification
- One (1) completeness response letter

Task 3.6 Informal Section 7 Consultation Support with USFWS and NMFS

The project location within San Jose Creek is designated critical habitat for steelhead trout. Additionally, the southern end of the project is within critical habitat for the tidewater goby. As such, we expect that the USACE will need to engage in Section 7 consultation with the NMFS as part of permitting, and USFWS if impacts are proposed to critical habitat for tidewater goby. Under Section 7, federal agencies (i.e., USACE) must consult with the USFWS and/or NMFS when any action the agency carries out, funds, or authorizes (such as through a permit; 404 permit) *may affect* a listed endangered or threatened species or designated critical habitat. This process usually begins as informal consultation. Consultations are initiated when the USACE issues a letter to the USFWS or NMFS to request the initiation of Section 7 consultation. We anticipate that USFWS and NMFS will concur that the project is "not likely to adversely affect" any listed species or designated critical habitat, and no formal consultation will be warranted.

To support the consultations with USFWS and NMFS, Rincon will prepare a Biological Assessment (BA) in accordance with the requirements of Section 7(a)(2) of the federal Endangered Species Act (16 United States Code 1536(c)) and interagency implementing regulations at 50 Code of Federal Regulations Part 402. Relevant literature and databases, such as the California Natural Diversity Database, the USFWS and NMFS Critical Habitat maps, prior biological technical studies performed in the project area during previously completed CEQA as well as under Task 1, project plans, aerial photographs, and topographic maps, will be examined. No additional field survey is anticipated. Rincon will utilize previous general survey results (conducted under Tasks 1 and 2) to document the existing conditions of the project site and evaluate the suitability of habitat for tidewater goby and steelhead trout. The BA will describe habitat suitability and occurrence history of tidewater goby and steelhead trout within the project area. The BA will address effects to tidewater goby, steelhead trout, and their critical habitats and will include conservation measures (incorporated into the proposed action) to reduce the likelihood and magnitude of identified effects, as well as include an effects determination for the steelhead and for its critical habitat.

We anticipate we will submit the NWP 27 PCN (Task 3.1) with the BA to the USACE, prior to the commencement of Section 7 consultation.

Deliverables

- One BA report for Section 7 consultation with USFWS for tidewater goby and its designated critical habitat, and NMFS for steelhead trout and its designated critical habitat

Assumptions

- Section 7 consultation is limited to USFWS for coordination on tidewater goby and its critical habitat and NMFS for coordination on steelhead trout and its critical habitat. If other species are identified that require consultation, additional authorization may be required.
- The hydrology/water quality analysis completed in the CEQA process for the downstream Hollister Avenue Bridge Replacement Project will be provided to Rincon by the city, will be adequate for NMFS, and additional review will not be needed.
- A formal Section consultation will not be warranted.
- The USFWS may request a survey for the tidewater goby, which will be completed under Task 7.

Task 3.7 Restoration Plan

Rincon will prepare a Restoration Plan to address temporary impacts to protected native trees and riparian habitat within jurisdictional waters that would result from the proposed project. The Restoration

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Plan will be prepared to satisfy anticipated requirements of the USACE, CDFW, and CCRWQCB requirements, which have jurisdiction over activities affecting San Jose Creek. The Restoration Plan will summarize the project description, restoration objectives, biological setting, and site selection, as well as outline the restoration approach, source of plant materials, seed storage and plant propagation, plant installation methods, performance criteria, schedule, and the long-term maintenance, monitoring, and reporting program.

Given that the intent of the project is to restore fish passage and provide fish habitat, Rincon assumes that the project will be viewed as restoration, and temporary impacts will be restored at a 1:1 ratio. Rincon assumes that mitigation will not be required. Rincon anticipates that a Restoration Plan proposing restoration of the riparian areas that will be temporarily impacted by the Project will be sufficient, and that limited additional and immediately adjacent land would only be utilized for restoration efforts as needed to address replacement of individual protected native trees that cannot fit within the temporary impact restoration areas, i.e., removing non-native vegetation to allow for installation of native trees an understory.

Deliverables

- A Restoration Plan in electronic format (Microsoft Word and/or PDF) for city review, either as a standalone document or as part of the project description in the agency permit applications

Assumptions

- Assumes one round of review and response to comments from the city.
- Assumes one round of review and response to comments from CDFW and CCRWQCB; that comments and changes will be limited and will not exceed a total of 5 hours.
- The overall project will be viewed as environmentally beneficial by the agencies, and restoration of temporarily disturbed areas will be sufficient, and mitigation will not be required.
- A Compensatory Mitigation Plan will not be required.
- The Santa Barbara County Flood Control District will approve of the city-approved restoration plan without change.

Task 4 Cultural Resources Review and Coordination

Rincon will prepare the necessary cultural resources studies for the project to meet the requirements of the California Environmental Quality Act (CEQA) and Section 106 of the National Historic Preservation Act (NHPA). Typically, the USACE does not accept reports that contain both CEQA and Section 106 language. Therefore, the cultural study will adhere to standards required for NHPA compliance but may be used to inform the project CEQA documents (MND).

Task 4.1 Area of Potential Effects Map

In accordance with the regulations of 36 CFR 800.16(d), Rincon will prepare an Area of Potential Effects (APE) map that delineates an area of direct impacts (i.e., all areas of project ground disturbance including staging areas). Based on Rincon's experience preparing Section 106-compliant documents, we anticipate the direct APE will be limited to areas in which improvement activities will occur. Rincon will prepare and submit the APE map for approval by the City and the USACE. Upon approval of the APE map by the City and USACE, Rincon will conduct Tasks 4.2 through 4.6.

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Task 4.2 Cultural Resources Records Search

Rincon understands a cultural resources records search was previously performed for the San Jose Creek Capacity Improvement Project on January 14, 2009 (SAIC 2009). The USACE requires records search results no more than two years old. Therefore, Rincon will conduct a California Historical Resources Information System (CHRIS) records search of the project APE and a 0.5-mile radius surrounding it at the Central Coast Information Center (CCIC) located at the Santa Barbara Museum of Natural History. The primary purpose of the records search is to identify previously recorded cultural resources known to exist within or near the APE. In addition to the archaeological inventory records and reports, an examination will be made of historical maps, the National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), the California Historical Landmarks list, California Points of Historical Interest List, California Built Environment Resource Directory and Archaeological Determinations of Eligibility List. The records search will also reveal the nature and extent of any cultural resources work previously conducted within the APE and adjacent vicinity. Due to the COVID-19 pandemic, the CCIC has suspended in-house records search appointments. CCIC staff are experiencing delays and turnaround times are approximately 2 to 3 weeks. Upon APE map approval by the City and USACE, Rincon will provide the City and USACE with a schedule update.

Task 4.3 Native American Heritage Commission

Rincon will contact the Native American Heritage Commission (NAHC) to request a Sacred Lands File (SLF). The SLF search will indicate whether cultural resources important to Native Americans are present within the vicinity of the APE. This task does not constitute formal Native American Consultation under Assembly Bill 52 (AB 52). Rincon assumes the city will manage consultations under AB 52 without our assistance. Furthermore, Rincon understands that the USACE manages any consultations under Section 106, internally without assistance from consultants. Limited AB52 support will be provided under Task 6.

Task 4.4 Local Interested Party Outreach

Rincon will contact individuals and/or organizations who may have knowledge of, or concerns with, historic properties in the area. Outreach will include inquiries to local governments and local historic groups regarding their knowledge of historic properties in the immediate vicinity of the APE. Rincon will follow up with each of these groups via email or by telephone.

Task 4.5 Pedestrian Survey

Upon completion of the records search, Rincon will conduct a Phase I pedestrian survey of the APE. A Rincon archaeologist will conduct the survey using transects spaced at maximum intervals of 15 meters with transect accuracy maintained through use of a hand-held global positioning system (GPS) unit. Results of the previous records search performed for the San Jose Creek Capacity Improvement Project indicate that no cultural resources are documented within the current project APE. One previously recorded historic-period resource (CA-SBA-2204) and three prehistoric resources (CA-SBA-45, -46, and -1696) were identified within the 0.5-mile search radius and are located approximately 0.3-mile from the APE. Therefore, for the purposes of this scope, Rincon assumes that no cultural resources will be identified. No artifacts, samples, or specimens be collected during the survey. Rincon assumes the survey effort will be completed by one archaeologist in a single 8-hour day, inclusive of travel time. Rincon also assumes that the project APE will only include the approximately 8-acre direct project footprint and that an indirect APE will not need to be surveyed.

Task 4.6 Cultural Resources Technical Report

Rincon will prepare a Cultural Resources Technical Report documenting the results of the cultural study, as well as provide management recommendations for cultural resources within or near the project APE.

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The report will be included as an appendix to the MND Addendum being prepared for the project under Task 1. The report will be prepared following the California Office of Historic Preservation's Archaeological Resource Management Reports (ARMR): Recommended Contents and Format. The report will include figures depicting the area surveyed and studied for cultural resources. Draft copies of the report (digital pdf) will be submitted to the city and USACE for review and approval. Rincon assumes one round of revisions based on one round of comments from the city and USACE will be necessary to address cultural resources concerns. Once reviewed, digital copies of the final report will be prepared and submitted. Rincon assumes that consultation with the State Historic Preservation Office (SHPO) will be handled by USACE, and that Rincon will not be needed for support with the consultation process.

Deliverables

- One APE Map for review by the city and the USACE
- One Cultural Resources Technical Report

Assumptions

- The City of Goleta will serve as the lead agency under CEQA.
- The USACE will serve as the lead federal agency under Section 106.
- Approximate turn-around time for CCIC records search results is anticipated to be 2 to 3 weeks upon receipt of request.
- The survey of the APE will be completed by a single archaeologist in a single 8-hour day, inclusive of travel time.
- No artifacts, samples, or specimens be collected during the survey.
- No cultural resources will be encountered during the field survey that require recordation, updates, or evaluations for the NRHP or CRHR.
- All deliverables will be delivered electronically.
- One rounds of revisions based on one round of comments from the city and USACE will be necessary to address cultural resources concerns.
- A copy of the Cultural Resources Technical report will be submitted to the CCIC after review and approval by the city and USACE.
- Consultation with SHPO will be handled by USACE and that Rincon will not be needed for support with the consultation process.

Task 5 Project Management and Client Coordination

Rincon will be highly responsive to project needs through effective project management and coordination with the various parties involved to ensure all project requirements described above are met and in an efficient and cost-effective manner. Rincon will provide regular communication to the city throughout the course of the permitting process regarding project needs, changes, schedule, budget, and deliverables. This task includes miscellaneous activities required to manage the various tasks above such as regular e-mail and telephone communications and other tasks associated with contract administration, invoicing, and client coordination. It also covers our internal quality control procedures, which include Program Manager and Principal review of all submittals that will be prepared under this work program. This task also includes clerical work and production and shipping of submittals to the agencies. This task is largely comprised of effort for Rincon staff to attend the biweekly team calls organized by the city to provide project status and solicit feedback from the city's project team.

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This work program will be executed under the direction of Principal Regulatory Specialist Christopher Julian and Senior Biologists/Project Managers Julie Love and Elizabeth Atherton, all of whom have extensive experience overseeing similar regulatory permitting projects.

Task 6 Assembly Bill 52 Consultation Assistance

Rincon can assist the City with AB 52 consultation so the Tribal Cultural Resources section of the MND Addendum can be prepared in support of Tasks 1 and 4. Under AB 52, the city acting as the lead CEQA agency, is required to begin consultation with California Native American tribes that are traditionally and culturally affiliated with the project area prior to the completion of the MND Addendum (Tasks 1.1 and 1.2). Under this task, Rincon can assist the city with consultation for AB 52 by requesting a list of AB 52-specific Native American contacts from the NAHC. Rincon can provide the city letter templates, checklists, and detailed instructions to ensure meaningful consultation with interested Native American groups can be completed in accordance with AB 52.

Task 7 Tidewater Goby Presence/Absence Survey

If a survey is requested for the tidewater goby by the USFWS during the informal consultation in Task 3.6, Rincon will develop a plan to effectively conduct these surveys to meet the guidelines identified by USFWS and provide a high probability of locating any potential gobies located within the project area. Rincon will prepare and file notifications with the CDFW and USFWS to obtain approval to complete the protocol survey, as required per the USFWS Recovery Permit for tidewater goby and CDFW Scientific Collecting Permit protocols.

The survey will be carried out in a single survey day to assess the presence or absence of tidewater goby and led by Ms. Julie Love who holds a USFWS Recovery Permit for tidewater goby (No. TE-217402-2). Ms. Love will serve as the "qualified biologist" who has been fully trained and authorized to survey for and potentially handle tidewater gobies as required by USFWS protocol. Two support biologists will assist the qualified biologist. The survey results will be documented and provided via a brief memorandum to be provided to the USFWS and CDFW.

Deliverables

- Notifications to the CDFW and USFWS for protocol-survey approval
- Memorandum with survey results in support of the Section 7 informal consultation with USFWS

Assumptions

- One survey day will be performed, limited to 10 hours each for three personnel (inclusive of travel).
- The survey report will be supplied to the city within two weeks following the completion of the survey effort.
- The Rincon "qualified biologist" will be based out of the Santa Barbara office and complete one survey day, to be joined by two associate biologists.
- Costs include expenses for fisheries equipment, including water quality testing and netting.

Task 8 Incidental Take Permit Preparation, Submittal, and Limited Coordination

Rincon will prepare and submit an Incidental Take Permit (ITP) application for project impacts to steelhead trout. The application will be in letter format, organized in accordance with the permit

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application requirements set forth in CDFW regulations at 14 CCR 783.2. In addition to standard applicant and project information, the ITP application must also include the following:

- The common and scientific names of the species to be covered by the permit and the species' status under CESA, including whether the species is the subject of rules and guidelines pursuant to Section 2112 and Section 2114 of the Fish and Game Code
- A complete description of the project or activity for which the permit is sought
- The location of where the project or activity is to occur or to be conducted
- An analysis of whether and to what extent the project or activity for which the permit is sought could result in the taking of species to be covered by the permit
- An analysis of the impacts of the proposed taking on the species
- An analysis of whether issuing the ITP would jeopardize the continued existence of a species, including consideration of the species' capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of (A) known population trends, (B) known threats to the species, and (C) reasonably foreseeable impacts on the species from other related projects and activities
- Proposed measures to minimize and fully mitigate the impacts of the proposed taking
- A proposed plan to monitor compliance with the minimization and mitigation measures and the effectiveness of the measures
- A description of the funding sources and the level of funding available for implementation of the minimization and mitigation measures
- Certification language as required by CDFW

Rincon staff will be available to coordinate with the city and the CDFW during review of the ITP application letter as described under the cost assumptions below.

Deliverables

- ITP Application in electronic letter format

Assumptions

- Rincon will review two rounds of consolidated comments from the City as well as associated revisions prior to submittal. Our cost assumes revisions would be relatively minor.
- Rincon will review one round of consolidated comments from CDFW as well as associated revisions. Our cost assumes revisions would be relatively minor.
- No additional surveys or reconnaissance site visits are necessary to complete the ITP application. We assume that surveys and site visits conducted under Task 2 will be sufficient to complete the application and describe existing conditions.
- Previous project design and modelling work to satisfy NMFS will be acceptable to CDFW and not need to be revisited.
- We assume presence of steelhead trout; intensive fish surveys are not proposed.
- Our scope and cost does not include a mitigation plan since we assume that no compensatory mitigation for habitat impacts will be required due to restorative nature of the project for this species. If required by CDFW, we can prepare this plan under an additional scope and cost.
- Cost includes up to 20 hours of coordination time with CDFW and city outside of application preparation and addressing comments
- The city will be responsible for the application fees and will coordinate the payment of these fees

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Assumptions

We have made the following general assumptions regarding the overall work project and program:

- The city will provide supporting digital files, georeferenced CAD files, and other information and data required for the surveys, JDR, and permit applications.
- Meetings will be conducted every two weeks to discuss project status and updates.
- The resource agencies will adhere to typical permit processing timeframes.
- Existing project plans, analyses, and technical reports will be adequate for agency permit processing.
- Digital copies of application materials will be submitted to the city. One round of minor revisions to the applications will be necessary following review.
- If the resource agencies require preparation of more comprehensive application materials or extensive consultations than assumed above, we will notify you immediately and determine if an amendment to the work scope is necessary.
- If rare plants are identified, additional surveys may be required that can be authorized under separate cover.
- While not anticipated, we will notify you immediately if we confirm that an archaeological resource is identified within the project site during the records search or pedestrian field survey.

Budget Amendment 1 – October 8, 2024

Task 1 CEQA

Task 1.5 Design Coordination - Natural Channel

Because the design of the upstream natural channel is in question as to whether grading is needed or if/how grading should be modified, Consultant provided input to the City of Goleta's hydraulic consultant on what to consider during design. Consultant also provided geographical information system (GIS) shapefiles of the native trees, jurisdictional delineation, and vegetation communities to aid in design. Additionally, coordinating the project footprint is important for the California Environmental Quality Act (CEQA) documents and the natural resource permits that will need to be prepared under the current scope of work. These out of scope efforts have been conducted at the request of the City. Future design input is also needed and is also included herein, for a maximum of 20 hours.

Assumptions

- Includes out of scope work already conducted at the request of the City.
- Includes future design input at 20 hours for the Consultant's Project Manager.

Task 4 Cultural Resources Review and Coordination

Task 4.7 Built Environment Evaluation

The historic-period channel of San Jose Creek will be recorded and evaluated on California Department of Parks and Recreation 523 series forms (DPR forms) as part of the cultural resources field survey to determine if it qualifies as a historical resource under CEQA or a historic property under Section 106 of the National Historic Preservation Act (NHPA). The property's current condition, integrity and character-defining features will be noted by the archaeologist during the field survey under the original contract and scope of work and later evaluated by the architectural historian. Two maps will be prepared for inclusion

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in the DPR forms. One location map and one sketch map are required. Consultant will perform additional research, as necessary, to evaluate the structure for potential historic significance and support the effects analysis included in the Cultural Resources Technical Report. The evaluation will be summarized in the Cultural Resources Technical Report and the California Department of Parks and Recreation 523 series forms will be included as an appendix in the report.

Assumptions

- No separate field survey will be conducted or required for the built environment evaluation; the survey will be combined with the archaeological resources field survey presently in the original contract and scope of work.

Deliverables

- Two maps will be prepared for inclusion in the DPR forms.
- The evaluation will be summarized in the Cultural Resources Technical Report and the California Department of Parks and Recreation 523 series forms will be included as an appendix in the report

Task 4.8 Native American Outreach

Consultant will draft and send outreach letters to the 10 Native American contacts identified by the Native American Heritage Commission. All draft letters will go through our internal quality assurance/quality control (QA/QC) process prior to sending to the 10 Native American contacts. Two rounds of follow up calls to the 10 Native American contacts as part of a “good faith” follow up effort. Documentation of the outreach effort and responses received by Native American groups into a tracking table will be prepared. The tracking table will include the contacts, date the letters were sent, date of follows ups and any responses/comments/concerned received. Native American outreach efforts will be summarized in the Cultural Resources Technical Report and the tracking table will be attached as an appendix to the report.

Assumptions

- No field surveys will be conducted or required for cultural resources.

Deliverables

- 10 outreach letters
- Native American outreach efforts will be summarized in the Cultural Resources Technical Report and the tracking table will be attached as an appendix to the report

Task 5 Project Management and Client Coordination

Consultant shall provide communication, coordination, and overall management of the mitigation scope of work, schedule, and budget. Because the timeframe and schedule for the project has changed substantially from a 18-month schedule with a quick turnaround in the beginning to construction now scheduled to begin in summer 2025, additional project management time has been spent on meetings with the project team and the agencies. These efforts have been conducted at the request of the City. Moving forward, we anticipate that additional time will be spent on monthly team meetings to discuss the design of the natural channel and other topics as team meetings will continue for a longer timeframe than originally scoped. To account for the 19-month extension of the scope of work and schedule, the existing project management services task and budget will be extended to through February 2026.

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Budget Amendment 2 – January 21, 2026

Task 10 Long-term Maintenance Support

Consultant shall prepare a Long-term Instream Fish Passage Structure Monitoring and Adaptive Management Plan and prepare and submit the associated permit application packages for long-term maintenance in the concrete channel for the San Jose Creek Fish Passage Modification Project (Project) as described below.

Task 10.1 Long-term Instream Fish Passage Structure Monitoring and Adaptive Management Plan

Per Measure 2.12.4 of the California Department of Fish and Wildlife (CDFW) Lake and Streambed Alteration Agreement (LSAA) for the Hollister Avenue Bridge Replacement Project (No. 1600-2016-0011-R5), a separate yet related project over San Jose Creek, Consultant will prepare a Long-term Instream Fish Passage Structure Monitoring and Adaptive Management Plan (Plan). The Plan will focus on monitoring and managing successful fish passage and transition area components for the entirety of the fish passage structures in the concrete channel. Per the LSAA Condition, the Plan will need to be approved by CDFW prior to implementation of the fish passage project components (construction is anticipated for summer 2026). The Plan will describe monitoring methods and performance criteria to evaluate whether the fish passage structure and associated upstream and downstream transition areas continue to provide effective fish passage and maintain stream function over time. Monitoring parameters will include, but are not limited to, streambed material composition and stability, flow conditions, channel alignment, channel cross-sections and slopes, hydraulic drops, and overall structural condition. The Plan will include an adaptive management framework identifying action triggers and corrective measures to be implemented if monitoring indicates that fish passage performance or stream function objectives are not being met. The City's fish passage engineer will provide technical input related to hydraulic and structural performance criteria, as needed, and the Consultant will integrate this information into the Plan. Consultant will support the City with submittal of the Plan to CDFW.

Assumptions

- The City will prepare a description of channel maintenance activities for the Plan.
- The City's fish passage engineer will provide technical input related to hydraulic and structural performance criteria, as needed to support development of the Plan.
- Two rounds of comments on the Plan will be addressed from the City and the fish passage engineer combined.
- One round of comments on the Plan will be addressed from CDFW.
- Agency coordination will be limited to submittal of the Plan and addressing comments, extensive coordination with CDFW beyond that is not included.

Deliverables

- A Long-term Instream Fish Passage Structure Monitoring and Adaptive Management Plan in electronic format (Microsoft Word and/or PDF) for City review and submittal to CDFW.

Task 10.2 Long-term Maintenance Permitting Applications

The Consultant shall prepare and manage all major regulatory permit applications for the Project, including a long-term California Department of Fish and Wildlife (CDFW) Routine Maintenance Agreement, Clean Water Act (CWA) Sections 401 and 404 approvals from Central Coast Regional Water Quality

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Control Board (RWQCB) and the U.S. Army Corps of Engineers (USACE) respectively, and a California Coastal Commission (CCC) Coastal Development Permit (CDP), by assembling required technical documentation, coordinating with reviewing agencies, responding to information requests, and supporting City review and negotiations. Collectively, these tasks ensure timely, well-supported permit processing across multiple jurisdictions.

Task 10.2a CDFW Routine Maintenance Agreement

Potential impacts on lakes, streambeds, and adjacent riparian vegetation require authorization from the CDFW through a Lake and Streambed Alteration Agreement (LSAA), pursuant to California Fish and Game Code (CFGC) Sections 1600 et seq.

Under this scope of work, the Consultant will prepare a notification package for a long term (10-year) Routine Maintenance Agreement. Supporting documentation will include the Project's technical reports that have already been prepared under the existing scope of work or prior to that (e.g., Jurisdictional Delineation, Biological Resources Assessment, and California Environmental Quality Act [CEQA] documentation, i.e. the Initial Study-Mitigated Negative Declaration [IS-MND] and the 2008 and 2025 Addenda), as well as the Routine Maintenance attachment required for the LSAA notification.

The Consultant will provide the draft notification package to the City for review before submittal to CDFW. We assume one round of City review will be sufficient to finalize the package for submittal. The notification will be prepared in accordance with CDFW's Environmental Permit Information Management System (EPIMS) format.

Following submittal, CDFW will review the materials and determine whether the LSAA notification is complete, pending any requests for clarification. The Consultant will provide any additional information or analysis required to support a determination of completeness.

Because this Project requires a long-term LSAA (greater than five years), the standard 30-day timeline for CDFW to issue a complete/incomplete determination does not apply. Instead, CDFW will review the notification and request clarification or additional information at its discretion until it considers the notification complete. Once CDFW deems the notification complete, the Department generally prepares and issues a draft LSAA within approximately 60 days for City review. The City would then negotiate final permit conditions with CDFW, with the timing dependent on the complexity of the agreement and any requested revisions.

For planning purposes, we recommend assuming a total processing timeline of approximately 6 to 10 months. Following submittal of the notification, Consultant will actively follow up with CDFW to address questions promptly and support an efficient and timely review.

The Consultant shall coordinate with CDFW after submittal to facilitate timely review. Preparation of the LSAA notification package is anticipated to require approximately 28 hours of staff time.

This task includes anticipated coordination and negotiation necessary to obtain the required permits/authorizations in a timely manner, and to see that the approvals are reasonably conditioned. Following submittal of the application, Consultant will maintain regular communication with agency representatives to ensure that the project remains a priority and will support the City with any agency requests for additional information, which arise frequently during projects of this nature, which will not exceed 5 hours.

Task 10.2b Clean Water Act Section 401 – RWQCB Water Quality Certification

Under this task Consultant shall prepare an Application for Dredge or Fill pursuant to the procedures for discharges of dredged or fill materials to Waters of the State for submittal to the Central Coast RWQCB. The application package will include:

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- Cover letter
- Application Form
- Check for application fee (to be provided by City, not included in cost estimate)
- Site plans depicting anticipated impacts
- Copies of relevant CEQA-level technical studies (Jurisdictional Delineation, Biological Resources Assessment, and CEQA documentation, i.e. the IS-MND and the 2008 and 2025 Addenda) to the extent available

Because the proposed activity qualifies as an Ecological Restoration and Enhancement Project, it is exempt from both the alternatives analysis and compensatory mitigation requirements under the State Wetland Procedures. Section IV.A.1.h explicitly exempts ecological restoration projects from the alternatives analysis, recognizing that restoration actions are undertaken to improve degraded aquatic ecosystems and therefore do not require evaluation of alternative designs or locations. Likewise, Section IV.A.2 states that compensatory mitigation is not required for these projects, as their primary purpose is to restore or enhance aquatic resource functions rather than create permanent impacts that would necessitate offsetting. Together, these provisions acknowledge that ecological restoration projects inherently produce a net environmental benefit and therefore are not subject to requirements intended to address adverse impacts.

Federal Environmental Protection Agency (EPA) regulations also require the submittal of a Pre-Filing Meeting Request a minimum of 30 days prior to submittal of the 401 Water Quality Certification (WQC) Application. Under this task, Consultant will prepare a letter requesting this Pre-Filing Meeting, and upon approval, submit the request to RWQCB on behalf of the City.

Consultant shall prepare the required application and supporting documentation for submittal to the RWQCB, provide the draft materials to the City for review, incorporate any requested revisions, and, upon City approval, submit the complete package to the RWQCB. Review and approval by the RWQCB typically require approximately 60 days; however, based on recent experience, actual processing times are often closer to 120 days. Consultant shall follow up with the RWQCB throughout the review period and will request expedited processing where feasible. Preparation of the WQC application package is anticipated to require approximately 30 hours of staff time.

This task includes anticipated coordination and negotiation necessary to obtain the required permits/authorizations in a timely manner, and to see that the approvals are reasonably conditioned. Following submittal of the application, Consultant will maintain regular communication with agency representatives to ensure that the project remains a priority and will support the City with any agency requests for additional information, which arise frequently during projects of this nature, which will not exceed 6 hours.

Task 10.2c Clean Water Act Section 404 – USACE Nationwide Permit 3 (Maintenance)

Consultant shall prepare an application for a CWA Section 404 permit for submittal to the USACE. The proposed excavation to remove vegetation, sediment, and debris from within the bed of the channel may remove some sediment within the ordinary high-water mark. The Project is anticipated to qualify for Nationwide Permit 3 (Maintenance), which authorizes “(a) Repair, rehabilitation, or replacement of previously authorized, currently serviceable structures or fills; or (b) Discharges associated with removal of accumulated sediments and debris in the vicinity of existing structures, including intake and outfall structures and associated canals.”

Consultant shall prepare a Pre-Construction Notification (PCN) to be submitted to USACE. Generally, under a Nationwide Permit, Notification review by the USACE takes 2 to 6 months. Preparation of the PCN is anticipated to require approximately 23 hours of staff time.

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As part of the CWA Section 404 permit process, the USACE is required to consult with U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) regarding potential impacts to federally-listed species. This process is referred to as an Endangered Species Act Section 7 Consultation. Based on our coordination with USACE and NMFS thus far for construction of the fish passage Project, we anticipate that the Project will receive a NMFS Concurrence Letter or undergo Informal Consultation. It is expected that the same would be the case for the maintenance portion of the Project. Federally listed special-status wildlife species with potential to occur in the San Jose Creek project area include several species with moderate to high likelihood based on available habitat and proximity to known occurrences. Tidewater goby (*Eucyclogobius newberryi*) has potential to occur, as suitable habitat is present in the downstream natural channel and its designated critical habitat lies approximately 40 feet downstream of the project area. Southern California steelhead DPS (*Oncorhynchus mykiss*) has potential to occur because the entire project reach is designated critical habitat and may be used as a migration corridor during high-flow periods, despite the absence of spawning or rearing habitat. California red-legged frog (*Rana draytonii*) also has potential, primarily for transient movement through the riparian corridor, though breeding and estivation habitat within the project area is limited. Collectively, these species represent the key federally-listed wildlife with potential to occur in or adjacent to the project area.

In addition, the USACE must consult with the State Historic Preservation Officer (SHPO) regarding potential impacts to cultural resources. As such, the Cultural Resource Technical Report will be included with the PCN, and no additional coordination will be necessary.

This task includes anticipated coordination and negotiation necessary to obtain the required permits/authorizations in a timely manner, and to see that the approvals are reasonably conditioned. Following submittal of the application, Consultant will maintain regular communication with agency representatives to ensure that the project remains a priority and will support the City with any agency requests for additional information, which arise frequently during projects of this nature, which will not exceed 6 hours.

Task 10.2d CCC Coastal Development Permit

Consultant shall prepare a CDP application or an amendment to the existing CDP, if determined feasible and acceptable by the CCC and the City, for submission to the CCC. The project description developed for the USACE, Central Coast RWQCB, and CDFW)permit applications will be incorporated into the CDP application materials, as appropriate. This task includes:

- Pre-application communications and up to one (1) remote meeting with CCC staff (if required), conducted concurrently with pre-application coordination with USACE, Central Coast RWQCB, and CDFW.
- Post-submittal support during the CCC completeness review process and preparation of responses to information requests.
- Ongoing communication and coordination in support of the CCC hearing, including attendance and preparation of responses to comments, if necessary.
- Posting of required CCC public notices on site and providing documentation of posting.
- Preparation and submission of self-addressed stamped envelopes for CCC noticing requirements.
- Limited support from City Planner to assist with CDP preparation, submittal, and processing.

For planning purposes, we recommend assuming a total processing timeline of approximately 6 to 10 months. Preparation of the CDP application package is anticipated to require approximately 30 hours of staff time.

This task includes anticipated coordination and negotiation necessary to obtain the required permits/authorizations in a timely manner, and to see that the approvals are reasonably conditioned.

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Following submittal of the application, Consultant will maintain regular communication with agency representatives to ensure that the project remains a priority and will support the City with any agency requests for additional information, which arise frequently during projects of this nature, which will not exceed 6 hours.

Assumptions

- Protocol-level wildlife and seasonal botanical surveys will not be necessary. If additional surveys are deemed necessary, Consultant can provide the surveys under an amended scope and budget.
- Consultant will address one round of consolidated comments on each deliverable from the City to be provided in electronic, editable format. We assume that revisions based on comments will be minor and will not require substantive changes.
- All permit applications (LSAA, 401 WQC, 404 PCN, and CDP) will be accepted as complete upon first submittal, with one round of City comments per package.
- The Project qualifies as a restoration action; therefore, agencies will not require alternatives analyses or formal compensatory mitigation plans.
- Project plans, GIS files, final design details, and owner-noticing lists will be provided by the City, as will all permit-related fees.
- Previously collected aquatic resources, biological, and cultural resource data (including Section 106 documentation) will be sufficient, with no additional technical studies required.
- Pre-application coordination will include joint virtual meetings with USACE, Central Coast RWQCB, and CDFW (up to 2 hours each), and up to 3 virtual meetings with CCC.
- Consultant's CCC support includes posting on-site notices, providing documentation, coordinating hearing communications, and limited support from the City Planner.
- The long-term maintenance portion of the Project will receive a NMFS Concurrence Letter or undergo Informal Consultation similar to the fish passage construction portion of the Project.
- If project design changes or agencies require additional analysis beyond the defined scope, additional effort and cost may be required.

Deliverables

- CDFW SAA Notification package and supporting documentation for a CDFW Routine Maintenance Agreement.
- CWA Section 401 Water Quality Certification application and supporting materials to the Central Coast RWQCB.
- PCN package for USACE Nationwide Permit 3 (Maintenance), including checklist, jurisdictional documentation, required maps, and project information.
- CDP application package for CCC, including project description, supporting technical studies, figures, noticing materials, and a completeness response letter.
- Email summaries and ongoing coordination with CDFW, Central Coast RWQCB, USACE, and CCC throughout the permitting process.
- Review of agency draft permits and identification of problematic conditions; coordination to support final permit issuance.

Task 11 Preliminary Construction Environmental Compliance Services

Consultant shall provide preliminary environmental compliance support at the onset of the Project's construction phase, with an initial authorization not to exceed $20,518, comprised of 92 hours

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(approximately 11 days) of staff time. Project permits are not currently available. Therefore, the scope of compliance services will be refined once permit conditions and construction details are known. Prior to exceeding the initial authorization, Consultant will submit an amendment to address the full construction-phase environmental compliance scope and associated level of effort. Anticipated tasks include, but are not limited to, review of Project permits, pre-construction surveys, nesting bird surveys, and construction compliance monitoring.

Assumptions

- Permits are not currently available and are anticipated to be available prior to construction.
- Consultant shall provide upfront environmental compliance support at the start of construction, capped at 92 staff hours (approximately 11 days) and a not-to-exceed amount of $20,518.
- Additional environmental compliance support shall be provided once permit conditions and construction details are known, under a separate scope and cost.

Task 5 Project Management and Client Coordination

Consultant shall provide communication, coordination, and overall management of the long-term maintenance scope of work, schedule, and budget. Because the timeframe and schedule for the project has changed substantially from an 18-month schedule with a quick turnaround ending in July 2024, to construction now scheduled to begin in summer 2026, additional project management time has been spent on meetings with the project team and the agencies. These efforts have been conducted at the request of the City and the Consultant respectfully requests that Project Management funds be awarded retroactively for past management efforts in 2025. In addition, moving forward, we anticipate that for the currently proposed scope of work for long-term maintenance support, that additional time will be spent on monthly team meetings to discuss the Plan and permitting efforts. To account for the 12-month extension of the scope of work and schedule, the existing project management services task and budget will be extended through February 2027.

Assumptions

- 25 hours of additional Project Management that was expended in 2025.
- 2 hours per month for 12 months for the Project Manager to attend meetings and conduct project management and other client communication.
- 1 hour per month for 12 months for the Project Manager to attend meetings and conduct project management and other client communication.
- 1 hour per month for 12 months for administrative/clerical needs.

Assumptions

- 2 hours per month for 19 months for the Project Manager to attend meetings and conduct project management and other client communication.
- 1 hour per month for 19 months for administrative/clerical needs.

Task 9 CDFW Grant Assistance

Rincon understands that the City of Goleta is interested in pursuing grant funding for the San Jose Creek Fish Passage project. Based on research performed by Consultant and preliminary discussions between Consultant and the City (see Task 9.1 Grant Research), it was determined that California Department of Fish and Wildlife (CDFW) grant opportunities may be the most viable current options for the City to pursue to fund the proposed project. As we discussed, the CDFW Watershed Restoration Grants Branch program

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is an ongoing program that is currently accepting proposal applications. Additional grant support to be provided for the CDFW Watershed Restoration Grants Branch program (see Tasks 9.2 – 9.5) would be completed as described below.

As part of this task, Consultant has completed grant research (see Task 9.1) and will host a consultation meeting with CDFW staff (see Task 9.2) and provide support with the concept proposal that the City will be required to prepare for the CDFW Watershed Restoration Grants Branch program (see Task 9.3). If the concept proposal is accepted and the City would like additional grant writing support for the full application, Consultant can provide that support as part of Task 9.4. Should CDFW deny the application and the City would like to pursue another second and separate CDFW grant, Consultant has included an OPTIONAL task to assist the City (see Task 9.5).

Task 9.1 Grant Research

The City granted Consultant permission to proceed with researching CDFW grants, which was an effort that was out of scope. Consultant presented these options as a slide deck to the City during a team meeting, and the slide deck has been delivered to the City.

Assumptions

- Includes out of scope work already conducted at the request of the City.

Deliverables

- Slide deck summarizing CDFW grant research (Complete)

Task 9.2 CDFW Watershed Restoration Grants Branch Program Consultation Meeting

We have found that to secure grant funding, it is crucial to build a relationship with the granting agency early on, introducing the project and seeking feedback on how to refine and adjust the scope to align with their priorities and increase the chances of success if/when a full application is submitted. Therefore, Rincon will organize and host one meeting between CDFW staff and the City of Goleta project team to review the project and discuss any opportunities for modifications to better meet the grant requirements and ultimately CDFW's needs. It is anticipated that the meeting will last up to one hour and be conducted virtually. This scope includes time for Rincon to coordinate with CDFW and the City of Goleta to identify an optimal meeting time, host the meeting (including preparing a meeting agenda and orchestrating the conversation), and then provide a summary of meeting minutes and action items after the meeting.

Assumptions

- Rincon will orchestrate host one virtual grant consultation meeting between CDFW and the City of Goleta.

Deliverables

- Meeting agenda and meeting minutes
- One-hour virtual meeting with CDFW

Task 9.3 Grant Concept Proposal Preparation and Coordination Support

The first formal step in the CDFW Watershed Restoration grant application process includes preparation of a concept proposal. The concept proposal must be submitted through the CDFW WebGrants portal and include information on geographic location, regional need, project type, readiness, threats, cost, and cost share, as well as alignment with the CDFW mission and program priorities. Rincon will work with the City

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of Goleta to prepare a preliminary concept proposal for submittal by the City through the CDFW WebGrants portal. Concept proposals are generally required to be submitted by the project applicant. Therefore, Rincon anticipates that the Concept Proposal will be submitted in WebGrants by the City. For this task, Rincon has budgeted 30 hours and anticipates that this time will be used to support the development of the concept proposal, with use of existing maps, figures, and project information. It is assumed that budget information will be provided by the City.

Assumptions

- A preliminary project description has been drafted as of October 7, 2024, and it is anticipated that the project may evolve slightly as more information is gleaned. If there are significant changes made to the project description, additional time may be required to prepare the supplemental information.
- Existing project maps and figures will be used.
- Project budget information will be provided by the City of Goleta.
- The Environmental Compliance and Permitting Questionnaire will be completed by the City or with information provided by the City to Rincon.

Deliverables

- Draft concept proposal for City comment
- Final concept proposal for CDFW submittal

Task 9.4 CDFW Grant Preparation Support and Coordination

If, upon completion of the grant concept proposal, CDFW invites the City of Goleta to submit a full application, Rincon can provide support with the preparation and the compilation of the grant application package. Although the specific requirements for the grant are not available unless invited to apply, Rincon anticipates that the application package would require preparation of a detailed line-item budget; robust project descriptions and connectivity to specific plans; management and reporting plans; and compilation of forms. For this task, Rincon has budgeted 74 hours and anticipates that this time will be used to support the development of the full proposal, including 6 hours of time for a graphic designer to prepare updated maps or figures. The application will be prepared based on information provided by the City and Rincon will work closely throughout the process to prepare and refine the application. Rincon will provide regular updates throughout the grant development process as time is spent in order to track and manage the hours allotted for this task. Grant proposals are generally required to be submitted by the project applicant. Therefore, Rincon anticipates that the final documents will be submitted by the City. Although letters of support are not anticipated to be required for this grant application, if they are required, the City will orchestrate collecting the required documentation.

Assumptions

- Rincon has budgeted 74 hours and anticipates that this time will be used to support the development of the full proposal, including six hours of time for a graphic designer to prepare updated maps or figures.
- Although letters of support are not anticipated to be required for this grant application, if they are required, the City will orchestrate collecting the required documentation.
- The City will provide project specific information, including a refined/detailed project budget.

Deliverables

- Draft grant application package for City comment
- Final grant application package for CDFW submittal

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Task 9.5 OPTIONAL Secondary CDFW Grant Preparation Support and Coordination

In the event that the above outlined grant proposal (Task 9.4) is not awarded, Rincon has included an OPTIONAL task to re-package the proposal materials to adhere to a second and separate CDFW grant that would be determined at that time. It is anticipated that repackaging the materials for an alternative CDFW grant will require minor updates and reconfiguration to the original grant documents prepared. If major updates or new documents are required, additional time may be required. Consultant would notify the City immediately upon identification of additional requirements, and any additional work beyond the 24 hours scoped for this task would be completed on a time and materials basis with City approval under a separate scope of work, in accordance with our standard fee schedule (attached).

Assumptions

- Rincon has budgeted 24 hours and anticipates that this time will be used to repackage the proposal materials for resubmittal to another CDFW grant.

Deliverables

- Draft grant application package for City comment
- Final grant application package for CDFW submittal

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Rincon Consultants, Inc.

City of Goleta Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	January 1, 2026 – December 31, 2026
Senior Principal	$342
Principal	$329
Director	$329
Senior Supervisor II	$313
Supervisor I	$292
Senior Professional II	$273
Senior Professional I	$255
Professional IV	$226
Professional III	$210
Professional II	$186
Professional I	$166
Associate III	$140
Associate II	$125
Associate I	$117
Field Technician	$100
Technical Editor	$157
Project Accountant	$134
Billing Specialist	$115
Publishing Specialist	$128
Clerical	$115

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability, cultural resources, GIS, data technology, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of $400.

Reimbursable Expenses

Equipment	Rate
Equipment Package (covers field equipment)	$150/day
UAS Drone	$300/day
Boat (20-foot Boston Whaler or Similar)	$800/day
Light-Duty and Passenger Vehicles*	$90/day
4WD and Off-Road Vehicles*	$150/day

* Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Direct Costs. Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 5%. These may include, but are not limited to, printing and production, laboratory and drilling services, subcontractors, vendors, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Budget Reallocation. Rincon reserves the right to reallocate the budget between tasks and staff classifications, while remaining within the approved contract amount.

Annual Escalation. Standard rates subject to 3.5% annual escalation on January 1.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.

CERTIFICATE OF LIABILITY INSURANCE

2/1/2027

DATE (MM/DD/YYYY): 1/28/2026

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 8110 E Union Ave., Ste. 100 Denver CO 80237 denver-certs@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1462718 Rincon Consultants, Inc. 2060 Knoll Drive Ventura CA 93003	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Westchester Surplus Lines Insurance Co — 10172 **INSURER B :** Hartford Fire Insurance Company — 19682 **INSURER C :** Palomar Excess and Surplus Insurance Co. — 16754 **INSURER D :** Starstone National Insurance Company — 25496 **INSURER E :** --- SEE ATTACHMENT --- **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 21105541 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X SIR: $50,000 X P&I GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	G48968181 002 APPROVED By Alicia Cabrera at 3:49 pm, Apr 20, 2026 AC	2/1/2026	2/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 4,000,000 $ 100,000 $ 10,000 $ 4,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	N	72UENOL5481	2/1/2026	2/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp./Coll. Ded	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 1,000
A C	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	N	N	G48968193 002 CEEXP-26-0000752-00	2/1/2026 2/1/2026	2/1/2027 2/1/2027	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $ XXXXXXX
D D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	T10260329 (AOS) T10261427 (FL)	2/1/2026 2/1/2026	2/1/2027 2/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A E	Contractors Pollution Liab E&O Liab. Cyber	N	N	G48968181 002 See Attachment	2/1/2026	2/1/2027	$4M/$4M $4M Ea. occ./$4M Agg. Retro Date: 12/9/1994 See Attachment	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Goleta, its employees, officials, agents and member agencies are included as Additional Insured as respects General Liability and Auto Liability if required by written contract.

CERTIFICATE HOLDER

21105541
City of Goleta
130 Cremona Drive, Ste B
Goleta CA 93117

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE

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Type of Insurance	Policy Number	Insurer	Policy Term	Limits
Cyber Liability	H25NGP224923-02	Houston Casualty Company	8/1/2025 - 2/1/2027	Limit: $5,000,000 Deductible: $25,000
Excess Cyber	CXS-107946155-01	Travelers Excess and Surplus Lines Company	8/1/2025 - 2/1/2027	Limit: $5M x $5M

City of Goleta
130 Cremona Drive, Ste B
Goleta CA 93117

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to ***paperless delivery*** of Certificates of Insurance, thus this is your final hard-copy delivery.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **21105541**.

- Email: mountainwestedelivery@lockton.com
- Phone: 303-728-8060

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox and phone number is for automating electronic delivery of certificates only. ***Please do NOT send future certificate requests*** *to this inbox or contact the phone number below with email updates.*

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Policy Number: G48968181 002: Effective Date:2/1/2026-2/1/2027

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section III — Who Is An Insured within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" cause, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

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If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company)

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

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(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

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We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

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ATTACHMENT 6

Amendment No. 1 to Professional Design Services Agreement 2024-088 with Mark Thomas and Company, Inc.

Docusign Envelope ID: 0CC75A49-C78E-46F7-8719-0D30BFFB2E78

AMENDMENT NO. 1
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
MARK THOMAS AND COMPANY, INC.

This **Amendment No.** 1 to the Professional Design Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Mark Thomas and Company, Inc. ("**Consultant") dated September 17, 2024 ("Agreement," Agreement No. 2024-088) is made on this ____ day of _____, 2026.

SECTION A. RECITALS

1. This Agreement is for the professional design services for the San Jose Creek Multipurpose Path Project; and

2. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed $42,000; and

3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of $22,620 for continued tasks; and

4. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2026; and

5. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2027; and

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

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

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

SECTION B. AMENDED TERMS

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

Docusign Envelope ID: 0CC75A49-C78E-46F7-8719-0D30BFFB2E78

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of $22,620 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 $64,620 (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-1," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2027, 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 year to read in its entirety:

The term of this Agreement is from the date first written above to June 30, 2027, 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 B "Rate Schedule" with **Exhibit B-1 "Schedule of Fees"** attached hereto and incorporated herein.

4. 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

_____
Robert Nisbet, City Manager

CONSULTANT

Signed by:
CA806E0D547E42F...
Zach Siviglia, President

ATTEST:

DocuSigned by:
Robert M. Brogan
BB7CAF32168B473...
Robert M. Brogan, Secretary

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

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

Docusign Envelope ID: 0CC75A49-C78E-46F7-8719-0D30BFFB2E78

EXHIBIT B-1

SCHEDULE OF FEES

AGREEMENT 2024-088:

		Sr. Engineering Manager	Technical Lead	Sr. Project Engineer	Sr. Project Accountant	Sr. Project Coordinator	Total Hours	Total Cost
	Billing Rate:	$380	$242	$200	$165	$154		
	UPRR/CPUC Coordination Services							
1.0	Management, Administration, Meetings	12			6	12	30	$7,398
2.0	Review of Current Project Materials	6	4	8			18	$4,848
3.0	UPRR Coordination	34	8	40			82	$22,856
4.0	CPUC Coordination	8		16			24	$6,240
							0	$0
	Subtotal Phase	60	12	64	6	12	154	$41,342
TOTAL HOURS		60	12	64	6	12	154	
OTHER DIRECT COSTS								$658
TOTAL COST		$22,800	$2,904	$12,800	$990	$1,848		$42,000

AMENDMENT 1:

MARK THOMAS *Please note that rates shown are for estimating purpose only. See Rate Schedule for actual rates/ranges.		Mark Thomas					
		Sr. Engineering Manager $411	Sr. Project Accountant $178	Sr. Project Coordinator $167	Total Hours	Total MT Cost	TOTAL COST
1.0	**UPRR/CPUC COORDINATION SERVICES**						
1.1	Management, Administration, Meetings	6	6	6	18	$4,536	$4,536
1.2	Review of Current Project Materials				0	$0	$0
1.3	UPRR Coordination	44			44	$18,084	$18,084
1.4	CPUC Coordination				0	$0	$0
1.5					0	$0	$0
OTHER DIRECT COSTS						$0	$0
	Subtotal Phase 1	**50**	**6**	**6**	**62**	**$22,620**	**$22,620**
TOTAL HOURS		**50**	**6**	**6**	**62**		
OTHER DIRECT COSTS						$0	**$0**
TOTAL COST		**$20,550**	**$1,068**	**$1,002**		**$22,620**	**$22,620**

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Staff/Project Role	Hourly Rate
Sr. Engineering Manager	$411
Engineering/Design Manager	$337
Sr. Project Manager/Technical Lead	$292
Project Manager/Technical Lead	$262
Sr. Project/Technical Engineer	$216
Project Engineer	$187
Design Engineer II	$159
Design Engineer I	$131
Sr. Project Accountant	$178
Sr. Project Coordinator	$167

Rates Valid through 12/31/2026

Reimbursables will be invoiced at cost.

ATTACHMENT 7

Amendment No. 1-2 and Research Services Agreement 2025-024 with The Regents of the University of California, on Behalf of its Santa Barbara Campus

Docusign Envelope ID: 5487D8B9-7582-4BAC-911F-9D2F27AF757C

Lead PI: Lisa Stratton
Award/Record Number: Award 2025-024/ Record 20251450

AMENDMENT NO. 2

This Amendment No. 2 of Research Agreement dated April 15, 2025 [*Effective Date]* and bearing contract number 2025-024 (the "Research Agreement") by and between the **REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of its Santa Barbara campus** (hereinafter "University") and City of Goleta *[Party Name]* (hereinafter "Sponsor") is made this 10th of October, 2025.

WHEREAS, in the Research Agreement, Sponsor agreed to fund the research project entitled "Monarch Butterfly Habitat Management Plan;"

WHEREAS, the parties now desire to include provisions regarding the Suspension and Debarment Act, Byrd Anti-Lobbying Act, the Clean Air Act, and termination for cause/convenience and amend the agreement to include "Exhibit C" entitled Federal Contract Provisions.

NOW THEREFORE, the Agreement is hereby amended as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the same meaning set forth in the Agreement.

2. Section 20.10 of the Research Agreement, is hereby added to include Federal Requirement Provisions as follows, "USDA financial assistance will be used to fund all or a portion of this Agreement. The University shall comply with all federal requirements including, but not limited to, the following:

1. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.
2. Federal Contract Provisions attached hereto as Exhibit "C" and incorporated herein by reference.
Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.
With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control."

Docusign Envelope ID: 5487D8B9-7582-4BAC-911F-9D2F27AF757C

3. Except as expressly modified herein, all other provisions of the Agreement remain in full force and effect and are hereby reaffirmed by the parties.

ACCEPTED AND AGREED:

CITY OF GOLETA

Signed by:
By: Robert Nisbet
1AEBACAD159E4D7...

Robert Nisbet, City Manager

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

DocuSigned by:
By: Lisa Stratton
8961E09AF6C2493...

Lisa Stratton, Ph.D Ecosystem Director, CCBER at UCSB

DocuSigned by:
By: Deborah Lopez
A3E09F3473CA47E...

Deborah Lopez, City Clerk

Signed by:
By: Corrin Terrones
A27EADDD616B409...

Corrin Terrones, Sponsored Projects Officer

APPROVED AS TO FORM:
ISSAC ROSEN, ACTING CITY ATTORNEY

Signed by:
By: Scott Shapses
2174FB311152455...

Scott Shapses, Deputy City Attorney

Docusign Envelope ID: 5487D8B9-7582-4BAC-911F-9D2F27AF757C

EXHIBIT C

FEDERAL CONTRACT PROVISIONS

During the performance of this Research Agreement, the University (the "Consultant") shall comply with all applicable federal laws and regulations of the federal contract provisions in this Exhibit. In this Exhibit, the term "Agency" shall mean the local agency entering into this contract with the Consultant.

1. **CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**

    A. Consultant shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

    B. Affirmative steps shall include:

        i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
        ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
        iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
        iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
        v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Consultant shall submit evidence of compliance with the foregoing affirmative steps when requested by the Agency.

Notwithstanding the foregoing, the affirmative steps requirements detailed above do not apply in the case of a noncompetitive procurement made under the emergency exception/exigency exception to competitive procurements.

2. **COST PRINCIPLES (2 C.F.R. PART 200, SUBPART E)**

    A. If any indirect costs will be charged to the Agency under this contract, such costs must conform to the cost principles set forth under the Uniform Rules at 2 C.F.R. Part 200, subpart E ("Cost Principles"). In general, costs must (i) be necessary and reasonable; (ii) allocable to the grant award; (iii) conform to any limitations or exclusions set forth in the Cost Principles; (iv) be adequately documented; and (v) be determined in accordance with generally accepted accounting principles ("GAAP"), except, for state and local governments and Indian tribes only, as

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otherwise provided for in 2 C.F.R. Part 200, subpart E. 2 C.F.R. § 200.403. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by Consultant.

3. **ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)**

   A. Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Consultant personnel for the purpose of interview and discussion related to the books and records.

   B. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

   C. The Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. **REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326**)

   A. Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. If the contract is in excess of $10,000 and the contract does not include provisions for both termination for cause and termination for convenience by the Agency, including the manner by which it will be effected and the basis for settlement, then the following termination clauses shall apply. If the contract is for more than the simplified acquisition threshold (see 2 C.F.R. § 200.88) at the time the contract is executed and does not provide for administrative, contractual, or legal remedies in instances where Contractor violates or breaches the terms of the contract, then the following termination clauses shall apply and have precedence over the contract. Otherwise, the following termination clauses shall not be applicable to the contract.

      i. Termination for Convenience. The Agency may, by written notice to Consultant, terminate this contract for convenience, in whole or in part, at any time by giving written notice to Consultant of such termination, and specifying the effective date thereof ("Notice of Termination for Convenience"). If the termination is for the convenience of the Agency, the Agency shall compensate Provider for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work or materials not provided, including anticipated profit. Consultant shall provide documentation deemed adequate by the Agency to show the work actually completed or materials provided by Consultant prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.

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ii. Termination for Cause. If Consultant fails to perform pursuant to the terms of this contract, the Agency shall provide written notice to Consultant specifying the default ("Notice of Default"). If Consultant does not cure such default within ten (10) calendar days of receipt of Notice of Default, the Agency may terminate this contract for cause. If Consultant fails to cure a default as set forth above, the Agency may, by written notice to Consultant, terminate this contract for cause, in whole or in part, and specifying the effective date thereof ("Notice of Termination for Cause"). If the termination is for cause, Consultant shall be compensated for that portion of the work or materials provided which has been fully and adequately completed and accepted by the Agency as of the date the Agency provides the Notice of Termination. In such case, the Agency shall have the right to take whatever steps it deems necessary to complete the project and correct Consultant's deficiencies and charge the cost thereof to Consultant, who shall be liable for the full cost of the Agency's corrective action, including reasonable overhead, profit and attorneys' fees.

iii. Reimbursement; Damages. The Agency shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold compensation for defective work or other damages caused by Consultant performance of the work.

iv. Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, Consultant shall promptly discontinue the work unless the Notice directs to the contrary. Consultant shall deliver to the Agency and transfer title (if necessary) to all provided materials and completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this contract. Consultant acknowledges the Agency's right to terminate this contract with or without cause as provided in this Section, and hereby waives any and all claims for damages that might arise from the Agency's termination of this contract. The Agency shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed work or materials not provided and shall not be entitled to damages or compensation for termination of work or supply of materials. If Agency terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, Consultant shall be entitled to receive only the amounts payable under this Section, and Consultant specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The rights and remedies of the Agency provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

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B. Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

i. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

ii. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.

iii. Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Consultant‘s legal duty to furnish information.

iv. Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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vi. Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No.11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No.11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. Consultant will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24,1965, so that such provisions will be binding upon each subcontractor or Consultant. Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or Consultant as a result of such direction, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

C. Appendix II to Part 200 (D) – Davis-Bacon Act; Copeland Act: Not applicable to this contract.

D. Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

i. If this contract is in excess of $100,000 and involves the employment of mechanics or laborers, Consultant shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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ii. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

iii. In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.

iv. The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

v. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

E. Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

i. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small

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Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Agency.

ii. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

F. Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of $150,000, Consultant shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

i. Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

ii. Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

G. Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its

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affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by Agency. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the Agency in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.

H. Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this contract is in excess of $100,000, Consultant shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds $100,000.00, Consultant shall file with the Agency the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." Consultants that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

I. Appendix II to Part 200 (J) – Procurement of Recovered Materials:

i. Consultant shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

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ii. In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.

iii. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

5. **MISCELLANEOUS PROVISIONS**

A. The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific USDA preapproval.

B. This is an acknowledgement that USDA financial assistance will be used to fund the contract only. The Consultant will comply with all applicable federal law, regulations, executive orders, USDA policies, procedures, and directives.

C. Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

D. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Agency, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.

E. General and Administrative Expenses And Profit For Time And Materials Contracts/Amendments.

i. General and administrative expenses shall be negotiated and must conform to the Cost Principles.

ii. Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

iii. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.

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Lead PI: Lisa Stratton
Award/Record Number:2025-024

AMENDMENT NO. 1

This Amendment No. 1 of Research Agreement dated April 15, 2025 bearing award number 2025-024 (the "Research Agreement") by and between the **The Regents of the University of California on behalf of its Santa Barbara Campus** (hereinafter "University") and City of Goleta (hereinafter "Sponsor") is made this 3 of June, 2025.

WHEREAS, in the Research Agreement, Sponsor agreed to fund the research project entitled "Monarch Butterfly Habitat Management Plan;"

WHEREAS, the parties now desire to *provide additional funding by sponsor, extend the performance period, and revise Exhibit B - Compensation;*

NOW THEREFORE, the Agreement is hereby amended as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the same meaning set forth in the Agreement.

2. In Section 3 of the Research Agreement, the phrase, "The Period of Performance and the Term of this Agreement shall be from April 1,2025 through December 31, 2025." is hereby deleted in its entirety and replaced with the phrase, "The Period of Performance and the Term of this Agreement shall be from April 1,2025 through June 30, 2026"

3. In Section 4 of the Research Agreement, the phrase, "The cost to Sponsor for University's performance hereunder shall not exceed $64,788.00 (Sixty-four thousand, seven hundred, and eighty eight dollars) and as described in Exhibit B." is hereby deleted in its entirety and replaced with the phrase, ""The cost to Sponsor for University's performance hereunder shall not exceed $244,788.00 (Two hundred and forty-four thousand, seven hundred, and eighty-eight dollars) and as described in Exhibit B."

4. In Exhibit A of the Research Agreement is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and incorporated herein.

5. In Exhibit B of the Research Agreement is hereby deleted in its entirety and replaced with Exhibit B-1, attached hereto and incorporated herein.

6. Except as expressly modified herein, all other provisions of the Agreement remain in full force and effect and are hereby reaffirmed by the parties.

ACCEPTED AND AGREED:

City of Goleta	**The Regents of the University of California on behalf of its Santa Barbara Campus**

Signed by:

By: Robert Nisbet
71AEBACAD159E4D7...
Robert Nisbet, City Manager

DocuSigned by:

By: Lisa Stratton
8961E09AE6C2493...
Lisa Stratton, Ph.D Ecosystem Director, CCBER at UCSB

ATTEST:

DocuSigned by:

By: Deborah Lopez
A3E09F3473CA47E...
Deborah, Lopez, City Clerk

Signed by:

By: Megan Ober
5C5C51C04E9C414...
Megan Ober, Sponsored Projects Officer

Its: _____

Its: _____

Date: _____

Date: _____

APRROVED AS TO FORM:
ISAAC ROSEN, ACTING CITY ATTORNEY

Signed by:

By: Scott Shapses
43B5248AE5424CE...
Scott Shapses, Deputy City Attorney

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EXHIBIT A-1
SCOPE OF
WORK

Management of the project, communications and coordination with City of Goleta and other contractors, partners and volunteers. These include partners and contractors that will be assisting with the planting and weeding work on the project site. This task also includes review of proposed signage and mentorship of students in ecological restoration, research and monitoring of restoration projects.

Deliverables: April 15 – June 30, 2026 - Extendable

On-going: Twice weekly meetings with City of Goleta Open Space Manager and Collaborators for planning and coordination of restoration activities, monitoring and reporting.

On-going: Weekly coordination, planning and follow up with collaborators for volunteer activities, sign development, mitigation requirements.

On-going: Mentorship of UCSB students and community members in ecological restoration and supervision of student projects that could include tree monitoring, vegetation map making, invertebrate monitoring for pollinators and wetland species, acoustic monitoring for spring bird breeding.

Restoration and Management of areas recently restored within the Butterfly Grove in conformance with the goals of the Ellwood Mesa Monarch Grove Habitat and Management Plan. Specific actions include overseeing the irrigation and management of all planted trees and seedlings, invasive weed control around such planting areas and in additional areas as agreed upon with the City of Goleta, including design and implementation of additional pollinator nectaring islands, buffer plantings and riparian planting sites.

Deliverables: April 15 – June 30, 2026 - Extendable

a) Design and oversight of tree planting in support of Monarch aggregations in Ellwood West (eastern and western sites) - implementation dependent on fire crew work.

b) Design and oversight of establishment of buffer plantings and nectaring islands in Ellwood West (eastern and western sites) - implementation dependent on fire crew progress.

c) Oversight of all irrigation implementation and establishment in Ellwood Main, North and West for all established plantings - on-going and by June 30th, 2026.

d) Oversight of weed control in Ellwood Main, West, North and Riparian areas for key habitat altering weeds: Cape Ivy, English Ivy and reduction of impact of annual weeds such as Oxalis pes-capri and annual grasses to allow natives to establish. On-going task dependent on rainfall and wood-chip availability. Cover of habitat altering weeds to be less than 10% in planted areas by June 30, 2025 and maintained there after.

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Monitoring and Reporting

Work will include designing and implementing diverse monitoring strategies to track performance outcomes in the restored Monarch Grove. Factors that may be included include vegetation monitoring, photo monitoring, micro-climate instrumentation, breeding bird surveys using audio recording devices, pollinator visitation studies, and participation in Monarch Butterfly surveys. Time and effort, planting records and regular qualitative monitoring of mitigation areas also included. Reporting will support annual monitoring reports and presentations and papers on the project in conjunction with the City of Goleta.

Deliverables: April 15 – June 30, 2026 - extendable

May 1: Draft monitoring data report to include tree locations (map/gis layer), size; photo monitoring of key restoration zones, Aerial extent and map of nectar and buffer plantings, number of plants by species-planted records, vegetation monitoring transects of nectar islands. Additional documentation of past work effort to include weed control data, irrigation details, erosion control activities, herbivory protection efforts. Data to include total hours of volunteer contribution to the project.
May 15, 2025: Final monitoring data integrated into report for agencies

July 1, 2025: Synthesis of additional plant, bird and pollinator monitoring studies conducted by students under mentorship by the Cheadle Center.

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EXHIBIT B-1
COMPENSATION

FISCAL YEAR 2024-2025 BUDGET

CATEGORY	BUDGET
Total Labor Budget	**$37,800**
Total Travel Budget	**$2,000**
Total Supplies and Expenses Budget	**$11,618**
Total Indirect Costs	**$13,370**
Total	**$64,788**

FISCAL YEAR 2025-2026 BUDGET

CATEGORY	BUDGET
Total Labor Budget	**$122,741**
Total Travel Budget	**$10,000**
Total Supplies and Expenses Budget	**$10,116**
Total Indirect Costs	**$37,143**
Total	**$180,000**

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RESEARCH AGREEMENT

Between

CITY OF GOLETA

And
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
UNIVERSITY OF CALIFORNIA, SANTA BARBARA

This Research Agreement (Agreement) is entered into this 15th day of April, 20 25, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California Constitutional corporation, on behalf of its Santa Barbara campus (University), and, CITY OF GOLETA, having a principal place of business at 130 Cremona Drive, Suite B, Goleta, CA 93117 (Sponsor). The parties agree as follows.

The parties agree as follows:

1. Statement of Work

   University, through its Principal Investigator(s), shall use reasonable efforts to perform the research activities set forth in the Statement of Work attached as Exhibit A, which is incorporated in full by reference. "Reasonable efforts" shall mean efforts that a reasonable person in the position of the Principal Investigator would use, consistent with standard practices in the Principal Investigator's field of academic research. Sponsor acknowledges and agrees that University cannot guarantee the results of any of its research activities, and that minor deviations from the Statement of Work may occur to further the scientific goals of the Statement of Work.

2. Reporting

   Deliverables under this agreement are described in Exhibit A and will be submitted to Sponsor in accordance with Exhibit A hereof, which is hereby incorporated in full by reference.

3. Performance Period and Term of the Agreement

   The Period of Performance and the Term of this Agreement shall be from April 1, 2025 through December 31, 2025. The terms of this Agreement may be extended at no additional cost to Sponsor by amendment to this Agreement or through written approval from Sponsor's Authorized Representative.

4. Cost to Sponsor

   The cost to Sponsor for University's performance hereunder shall not exceed $64,788.00 (Sixty-four thousand, seven hundred, and eighty eight dollars) and as described in Exhibit

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B. This Agreement shall be performed on a "cost reimbursement" basis, meaning that reasonable and allowable costs incurred by University in the performance of the Statement of Work will be reimbursed to University in accordance with the terms of this Agreement. When expenditures reach this amount, Sponsor will not be required to fund and University will not be required to perform additional work hereunder unless by mutual agreement of the parties.

Funds provided by Sponsor which are not used in a particular budget period may be used in subsequent budget periods. Additionally, the Principal Investigator may transfer funds within the budget as needed without Sponsor's approval, as long as such transfers do not effect a change in the research described in the Statement of Work.

5. Payment

University shall submit invoices to Sponsor for reimbursement at least quarterly, but not more often than monthly. Invoices shall be submitted in University's standard invoicing template and shall be sent to George Thomson at gthomson@cityofgoleta.org.

Checks shall be made payable to The Regents of the University of California and shall be sent to:

Cashier's Office
SAASB Building, Room 1212
Santa Barbara, California 93106-2003
Reference: Dugan, 20211509

6. Principal Investigator

University's performance hereunder will be under the direction of Lisa Stratton, who will serve as principal investigator (Principal Investigator). In the event that Principal Investigator becomes unable or unwilling to continue work under this Agreement and an alternate principal investigator is not agreeable to Sponsor, Sponsor will have the option to terminate this Agreement in accordance with Article 13. The Sponsor understands and agrees that Principal Investigator is the scientific contact for University but is not authorized to amend, modify or terminate the terms and conditions of this Agreement. Requests to amend, modify or terminate the terms of this Agreement must be directed to the point of contact listed in Article 12 below and must comply with the notice requirements of this Agreement.

7. Rights in Data.

University will have the unrestricted right to publish, disclose, disseminate and use, in whole and in part, any data or information developed by University under this Agreement or received in the performance of this Agreement except as set forth in Article 11 (Confidentiality). Except as set forth in Article 9 (Copyright), Sponsor will have the right to publish and use any technical reports and information specified to be delivered hereunder.

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It is agreed, however, that under no circumstances will Sponsor state or imply in any publication or other published announcement that University has tested, endorsed or approved any product, service or company. Sponsor understands and agrees that such data is provided "as is" and thus, Sponsor uses such data at its own risk. University extends no warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose.

8. Supplies and Equipment

In the event that University purchases supplies or equipment hereunder, title to such supplies and equipment will vest in University.

9. Copyright

Copyright in original works of authorship, including computer software, first created and fixed in a tangible medium of expression by University in the performance of this Agreement will vest in University. At Sponsor's request and to the extent that University has the legal right to do so, University will grant to Sponsor a license to such works on reasonable terms and conditions, including reasonable royalties, as the parties mutually agree in a separate writing.

10. Publication

University shall have the right, at its discretion, to release any information or to publish any material resulting from its performance hereunder. If requested, University will furnish Sponsor with a copy of any proposed written or oral publication (including manuscripts, abstracts, and oral presentations) at least thirty (30) days prior to submission for publication (Review Period). Upon written notification by Sponsor within the Review Period, University agrees to delete any of Sponsor's Confidential Information that appears in the publication. If it is determined that a patent application should be filed, University will delay publishing such proposed publication for a maximum of an additional thirty (30) days in order to protect the potential patentability of any invention described therein.

11. Applicable Law

This Agreement will be governed by the laws of the State of California, United States of America, without regard to the conflict of laws provisions thereof.

12. Notice

Whenever any notice is to be given hereunder, it will be in writing and sent to the Authorized Representative for the receiving party indicated below, at following address:

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University: **Megan Ober**
Office of Research, 3227 Cheadle Hall
University of California
Santa Barbara, CA 93106-2050
Phone: 805-893-5712
Email: ober@research.ucsb.edu

Sponsor: Name: George Thomson
Address: 130 Cremona Drive, Suite B, Goleta, CA 93117
Phone: 805-961-7500
Email: gthomson@cityofgoleta.org

13. Termination

Either University or Sponsor may terminate this Agreement by giving sixty (60) days written notice to the other. Sponsor will pay University actual direct and indirect costs and noncancellable commitments incurred prior to the date of termination and fair close-out related costs. If the total of such costs is less than the total funds advanced, the balance will be returned to Sponsor.

14. Publicity

Neither party will use the name, trade name, trademark or other designation of the other party in connection with any products, promotion, or advertising, without the prior written permission of the other party. However, nothing in this Article is intended to restrict either party from disclosing the existence of and nature of this agreement (including the name of the other party) or from including the existence of and nature of this agreement in the routine reporting of its activities.

15. Indemnification

Sponsor shall defend, indemnify, and hold University, its public officials, officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of its performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Sponsor, its officers, agents, or employees.

University shall defend, indemnify, and hold Sponsor, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of its performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.

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University assumes the risks, whether foreseen or unforeseen, in connection with fulfilling the Statement of Work in Exhibit A, including but not limited to, the risks of possible injury or loss of life as a result of walking in uneven terrain, slips, trips, falls, contact with hazardous materials, wild animals, plants, or from over-exertion or environmental conditions, including but not limited to sun exposure, heat, or dehydration. University waives all claims which University might have against Sponsor and its officers, directors, agents, employees, and contractors for injury, accident, illness, property damage, death or other occurrence arising in any manner whatsoever out of University's fulfillment of the Statement of Work, except to the extent the same is caused by Sponsor's negligence or willful misconduct. This provision shall not affect the indemnity obligations set forth as above in Term 15.

16. Insurance

The CITY OF GOLETA recognizes and accepts that THE REGENTS OF THE UNIVERSITY OF CALIFORNIA is self-insured, and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA recognizes and accepts that the CITY OF GOLETA is insured through the California Joint Powers Insurance Authority. Either party may purchase commercial insurance to cover their exposure hereunder, in whole or in part.

For answers to questions:
City employees, please call Jennifer Jennings, City HR and Risk Manager – (805) 961-7525
University employees, please call Katharine Hullinger, UCSB Risk Manager – (805) 893-4169

17. Excusable Delays

University will be excused from performance hereunder if a delay is caused by inclement weather, fire, flood, strike, or other labor dispute, acts of God, acts of governmental officials or agencies, terrorism, or any other cause beyond the control of University. The excusable delay is allowed for the period of time affected by the delay. If a delay occurs, the parties will revise the performance period or other provisions hereunder as appropriate.

18. Assignment

Neither party will assign its rights or duties under this Agreement to another without the prior express written consent of the other party; provided, however, that Sponsor may assign this Agreement to a successor in ownership of all or substantially all its business assets in the field to which this Agreement relates if such successor will expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment will be void.

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19. Amendments.

No agreements, modifications, or waivers to this Agreement shall be valid unless in writing and signed by the Authorized Representatives of the parties.

20. Miscellaneous.

19.1 Not a Partnership or Joint Venture. It is understood and agreed by the parties that the University is performing this contract as an independent contractor. The parties, by this Agreement, do not intend to create a partnership, principal/agent, master/servant, or joint venture relationship and nothing in this Agreement shall be construed as creating such a relationship between the parties.

19.2 Severability. If any term or provision of this Agreement shall be held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.

19.3 Recitals & Headings. The recitals herein constitute an integral part of the Agreement reached and are to be considered as such. However, the captions and headings contained in this Agreement have been inserted for reference and convenience only and in no way define, limit, or describe the text of this Agreement or the intent of any provision.

19.4 No Waiver. Any failure or delay in enforcing an obligation or exercising a right or remedy under this Agreement shall not amount to a waiver of that obligation, right or remedy, unless the terms of this Agreement sets forth a specific time limit for the exercise thereof.

19.5 Entire Agreement. This Agreement and Exhibit A constitute the entire agreement and understanding between the parties and supersedes all previous agreements and understandings on the subject matter of this Agreement, if any.

19.6 Records and Audit. The parties shall keep such business records pursuant to this agreement as would be kept by a reasonably prudent practitioner and shall maintain such records for at least three (3) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. SPONSOR shall have the right to audit and review all such documents and records at any time during University's regular business hours or upon reasonable notice. In addition, if this agreement exceeds ten thousand dollars ($10,000.00), the University shall be subject to the examination and audit of the California State Auditor, at the request of the SPONSOR or as part of any audit of SPONSOR, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). The University shall participate in any State audits and reviews at no charge to SPONSOR.

19.7 Remedies. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given

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hereunder or now or hereafter existing at law or in equity or otherwise.

19.8 Counterparts. This agreement may be executed in any number of counterparts in either ink or electronic signature, and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

19.9 Authority. All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.

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CITY OF GOLETA

Signed by:
Robert Nisbet
Robert Nisbet, City Manager

The Regents of the University of California on behalf of its Santa Barbara campus

DocuSigned by:
Lisa Stratton
Lisa Stratton, Ph.D.,
Ecosystem Director, CCBER at UCSB

ATTEST:

DocuSigned by:
Deborah Lopez
Deborah Lopez, City Clerk

Signed by:
Megan Ober
Megan Ober,
Sponsored Projects Officer

APPROVED AS TO FORM:
ISAAC ROSEN, ACTING CITY ATTORNEY

Signed by:
Scott Shapses
Scott Shapses, Deputy City Attorney

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EXHIBIT A
SCOPE OF WORK

Management of the project, communications and coordination with City of Goleta and other contractors, partners and volunteers. These include partners and contractors that will be assisting with the planting and weeding work on the project site. This task also includes review of proposed signage and mentorship of students in ecological restoration, research and monitoring of restoration projects.

Deliverables: April 15 – July 1, 2025 – Extendable

On-going: Twice weekly meetings with City of Goleta Open Space Manager and Collaborators for planning and coordination of restoration activities, monitoring and reporting.

On-going: Weekly coordination, planning and follow up with collaborators for volunteer activities, sign development, mitigation requirements.

On-going: Mentorship of UCSB students and community members in ecological restoration and supervision of student projects that could include tree monitoring, vegetation map making, invertebrate monitoring for pollinators and wetland species, acoustic monitoring for spring bird breeding.

Restoration and Management of areas recently restored within the Butterfly Grove in conformance with the goals of the Ellwood Mesa Monarch Grove Habitat and Management Plan. Specific actions include overseeing the irrigation and management of all planted trees and seedlings, invasive weed control around such planting areas and in additional areas as agreed upon with the City of Goleta, including design and implementation of additional pollinator nectaring islands, buffer plantings and riparian planting sites.

Deliverables: April 15 – July 1, 2025 - Extendable

a) Design and oversight of tree planting in support of Monarch aggregations in Ellwood West (eastern and western sites) – implementation dependent on fire crew work; estimated June 1.

b) Design and oversight of establishment of buffer plantings and nectaring islands in Ellwood West (eastern and western sites) – implementation dependent on fire crew progress; estimated June 30th.

c) Oversight of all irrigation implementation and establishment in Ellwood Main, North and West for all established plantings – on-going and by June 30th, 2025.

d) Oversight of weed control in Ellwood Main, West, North and Riparian areas for key habitat altering weeds: Cape Ivy, English Ivy and reduction of impact of annual weeds such as Oxalis pes-capri and annual grasses to allow natives to establish. On-going task dependent on rainfall and wood-chip availability. Cover of habitat altering weeds to be less than 10% in planted areas by June 30, 2025.

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Monitoring and Reporting
Work will include designing and implementing diverse monitoring strategies to track performance outcomes in the restored Monarch Grove. Factors that may be included include vegetation monitoring, photo monitoring, micro-climate instrumentation, breeding bird surveys using audio recording devices, pollinator visitation studies, and participation in Monarch Butterfly surveys. Time and effort, planting records and regular qualitative monitoring of mitigation areas also included. Reporting will support annual monitoring reports and presentations and papers on the project in conjunction with the City of Goleta.

Deliverables: April 15 – July 1, 2025 – extendable

May 1: Draft monitoring data report to include tree locations (map/gis layer), size; photo monitoring of key restoration zones, Aerial extent and map of nectar and buffer plantings, number of plants by species-planted records, vegetation monitoring transects of nectar islands. Additional documentation of past work effort to include weed control data, irrigation details, erosion control activities, herbivory protection efforts. Data to include total hours of volunteer contribution to the project.
May 15: Final monitoring data integrated into report for agencies

July 1: Synthesis of additional plant, bird and pollinator monitoring studies conducted by students under mentorship by the Cheadle Center.

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EXHIBIT B
COMPENSATION

CATEGORY	BUDGET
Total Labor Budget	$37,800
Total Travel Budget	$2,000
Total Supplies and Expenses Budget	$15,160
Total Indirect Costs	$9,828
Total	$64,788

ATTACHMENT 8

Amendment No. 3-1 and Professional Services Agreement 2021-063 with Rincon Consultants, Inc.

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AMENDMENT NO. 3
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
RINCON CONSULTANTS, INC.

This **Amendment No. 3** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Rincon Consultants, Inc.** ("Consultant") dated June 15, 2021 ("Agreement," Agreement No. 2021-063) is made on this 25th day of June, 2025.

SECTION A. RECITALS

1. This Agreement is for professional design services for a comprehensive implementation plan to manage and enhance the Ellwood Mesa Monarch Butterfly Management Plan Area; and

2. This Agreement has been amended to provide additional services, additional compensation, and new hourly rates (Amendment No. 1, and 2); and

3. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2025; and

4. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2027; and

5. The City Manager approved this Amendment No. 3, on this 26th 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. **Section 6. <u>TERM, PROGRESS AND COMPLETION</u>** 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, 2027, 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

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Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

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. 3 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

CONSULTANT

Signed by:
Steven J. Hongola
8DE69ADB0855423...
Steve Hongola, Vice President

ATTEST:

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

DocuSigned by:
Lacrissa Davis
799B3F21211B48F...
Lacrissa Davis, Chief Financial Officer

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

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

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

This **Amendment No. 2** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Rincon Consulting, Inc.** ("Consultant") dated June 15, 2023 ("Agreement," Agreement No. 2021-063) is made on this 17th day of October, 2023.

SECTION A. RECITALS

1. This Agreement is for professional design services for a comprehensive implementation plan to manage and enhance the Ellwood Mesa Monarch Butterfly Habitat Management Plan Area; and

2. This Agreement has been amended to provide additional compensation, additional services, and new hourly rates (Amendment No. 1); and

3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed $724,511; and

4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of $437,881 for additional tasks; and

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

6. 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

7. The Agreement currently provides in Exhibit B-1 entitled "Compensation" the hourly rates; and

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

9. City Council approved this Amendment No. 2, on this 17th day of October, 2023.

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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 $437,881 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 $1,162,392 (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. This Agreement is amended to delete and replace in its entirety:

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

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

Exhibit B-1 "Compensation" with **Exhibit B-2 "Compensation"** attached hereto and incorporated herein.

4. 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. **2** has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

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

CONSULTANT

DocuSigned by:
Steven J. Hongola
8DE69ADB0855423...
Steven Hongola, Vice President

ATTEST:

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

DocuSigned by:
799B3F21211B48F...
Lacrissa Davis, Chief Financial Officer

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:
Scott Shapses
2174FB311152455...
Scott Shapses, Deputy City Attorney

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EXHIBIT A-2
Scope of Work

Task 1: Tree Removals & Mitigation

- Task 1.1 Collaborate with the project team to identify replacement tree planting locations for first aggregation site, Ellwood Main.
- Task 1.2 Identify and collect data for dead eucalyptus trees to trim and remove for:
- Hazard (threating private property and/or trails) mitigation, grove-wide Implementation of the Community Wildfire Protection Program, grove-wide.
- Task 1.3 Identify native plant restoration location for Ellwood Main.
- Task 1.4 Utilize tree/grove imagery data collected by project team to update applicable tree inventory data at aggregation sites as applicable.
- Task 1.5 Assess tree health and identify threats at priority aggregation sites under the MBHMP Tree Management Program as needed.

Task 1: Project Management (Amended to Include:)

- Includes attending weekly meetings with the project team, attending meetings with teaming partners and regulatory agencies, providing reports/graphics/ materials as needed, attending and provide supporting materials for public meetings and events.

Task 2: Habitat Maintenance

- Task 2.1 Identify locations where CWPP buffer treatments will be conducted and provide oversight during treatments.
- Task 2.2 Support the need for emergency tree removals (including) hazardous and fallen trees as needed.
- Task 2.3 Conduct a survey for non-native and invasive botanic species and map areas of highest need for removals of invasive species.
- Task 2.4 Review the need/feasibility of irrigating specific portions of the grove.

Task 2: Maintenance Program (Amended to Include:)

- Includes preparing a 5-Year Maintenance Plan and preparing and managing location data and maps showing maintenance activities.

Task 3: Enhancement Activities

- Task 3.1 Collaborate with the project team to understand the long-range research studies being conducted.
- Task 3.2 Collaborate with the project team to utilize weather and imagery data collected and determine approach for adaptive management of the grove.
- Task 3.3 Collaborate with the project team to track ecosystem-wide tree and vegetation health using multispectral imaging.

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Task 3: Planning, Design and Permitting (Amended to Include:)

- Includes preparing reports, such as the Biological Resources Assessment Report, jurisdictional Delineation Report, and application packages for submission to regulatory agencies for review and approval.

Task 4: Restoration Activities

- Task 4.1 Identify native planting locations to occur in relationship to the Ellwood Main aggregation site.
- Task 4.2 Collaborate with project team to finalize comprehensive list of native plant species to install in restoration areas.
- Task 4.3 Collaborate with the project team and identify restoration activities to occur in the riparian corridor along Devereux Creek.
- Task 4.4 Conduct Jurisdictional Delineation (JD) at Devereux Creek and prepare a JD report.
- Task 4.5 Prepare and submit application packages to regulatory agencies for Devereux Creek restoration activities for temporary impacts during euc removals (assumes regulated by all 3 agencies).
- Task 4.6 Identify other locations for restoration of native habitats within the grove.
- Task 4.7 Support the City in engaging with regulatory agencies.
- Task 4.8 Develop monitoring program for the grove in collaboration with the project team, utilizing data collected during studies.
- Task 4.9 Conduct a survey and records search of cultural resources and engage USACE for compliance with Section 106.

Task 4: Outreach and Education (Amended to Include:)

- Includes supporting the City in development of materials to present to the public, attendance at public events as needed and support of the interpretative and docent programs.

Task 5: Protection/Monitoring Measures for Monarchs and Wildlife

- Task 5.1 Conduct wildlife (other than butterfly or nesting birds) surveys as needed.
- Task 5.2 Review wildlife survey data from other consultants regarding nesting birds, etc.
- Task 5.3 First Protocol monarch survey.

Task 5: Construction Project Management (Amended to Include:)

- Includes oversight of contractors during construction, as well as biological and cultural surveys, monitoring and reporting prior to and during fuel reduction (vegetation management) and habitat enhancement activities.

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Task 6: Public Access Improvements

- Task 6.1 Collaborate with the project team to develop the Interpretive Program
- Task 6.2 Coordinate internally with City departments to support outreach and education with the Community Advisory and Docent Program

Task 6: Waiver de Minimis/CWPP Implementation (Amended to Include:)

- Includes preparing RFPs for contractor, contractor oversight, flagging of resources as contractors prepare to remove trees, and preparing and submitting monitoring and daily logs.

Task 7: Rincon will prepare the content for the required sections of the CMP

- Task 7.1 Tree Removals and Mitigation
  Describe and map the following:
  - Highest priority restoration sites and sequence for enhancements at aggregations sites
  - Locations and extent of the aggregation sites as well as the secondary and associated area if larger area needs dead tree removals and/or trimming.
  - Describe means and methods for determining.
  - Dead eucalyptus tree removals/trimmings.
  - Eucalyptus tree planting locations.
- Task 7.2 Habitat Maintenance
  - Describe means and methods for determining: CWPP buffer treatments, emergency tree removals including hazardous trees, Fallen tree removals, mapping of and removal of invasive species (not eucalyptus).
  - Describe approach to irrigation of portions of the grove as maintenance.
  - Prepare the integrated Pest Management Program Plan.
  - Prepare the Waste Management Program Plan.
- Task 7.3 Enhancement
  - Collaborate with the project team to describe means and methods for studying and tracking weather, canopy data, overall grove health, dead eucalyptus trees, and locations of concentrated decline in the grove.
  - Collaborate with the project team to describe the long-range research that will conducted to understand monarch butterflies and their preferred habitat.
  - Describe approach for adaptive management utilizing data collected by weather stations and imagery studies.
  - Describe monitoring program for eucalyptus grove over wintering observations.
  - Describe survey results tracking methods and use of survey data in enhancement decisions.
  - Describe methods for quantitative comparisons of data, and analysis to inform enhancement and restoration activities.
- Task 7.4 Restoration
  - Describe means and methods for determining:
  - Native plant restoration locations
  - Restoration activities to occur in the riparian corridor along Devereux Creek

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  - Other locations for restoration of native habitats within the grove
  - Prepare section regarding the riparian nature of Devereux Creek.
  - Prepare the Jurisdictional Delineation Report to be included as an appendix.
  - Describe approach for engaging with regulatory agencies and partnering agencies.
  - Prepare restoration monitoring section including goals, objectives, success
  - criteria and reporting.
  - Prepare the Restoration Monitoring Plan to be included as an appendix.
- Task 7.5 Wildlife
  - Describe data management approach for butterfly, nesting bird and other wildlife survey findings.
  - Describe approach for conducting monarch and wildlife surveys and tracking.
  - Presence/absence, protocol surveys at aggregations sites and grove-wide
  - Describe goals of enhancement in relationship to annual monarch butterfly overwintering observations
  - Describe survey results tracking methods and use of survey data in enhancement decisions
  - Describe methods for quantitative comparisons of data, and analysis to inform enhancement and restoration activities
- Task 7.6 Public Access Improvements
  - Describe approach for public outreach and public education, which will be done in collaboration with the City's Community Advisory and Docent Program.

Task 7: Restoration Planting and Monitoring (Amended to Include:)

- Incudes identifying locations for native plant restoration, collaborating with the project team to identify locations for replacement eucalyptus tree plantings, biological surveys needed prior to planting, monitoring of plantings, native plant and eucalyptus tree monitoring reports.

Task 8 Project Management

- Task 8.1 Rincon will support the City in preparation of the application form and supplemental documents as needed in combination with the CMP, such as the cover letter and Additional Details Appendices if needed.
- Task 8.2 In order to ascertain approvals from the City Council, Coastal Commission the and public, we will prepare needed materials, and attend public meetings, workshops, and hearings as needed.
- Task 8.3 Track the progress of application package once it's submitted to the Coastal Commission, provide responses as needed and coordinate and track overlapping activities, requirements, and reporting for related and subsequent.
- Task 8.4 Coordinate with the City and prepare materials to engage with and select contractors as needed.
- Task 8.5 Provide reports/data/materials as needed for City leadership and the public as needed.

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- Task 8.6 Provide budgets, reports, and documentation for the Conservancy's.
- Task 8.7 Attend weekly meetings, provide team coordination, and support with other activities as directed by the Open Space Manager.

Task 8: Monitoring, Research, and Adaptive Management (Amended to Include:)

- Includes conducting annual monarch butterfly over-wintering surveys, and collaborating with the project team to develop adaptive management strategies for the management plan area.

EXHIBIT B-2
Compensation

Cost Table: 2023/2024 Open Space Management of the Ellwood Mesa/Sperling Preserve Open Space	Rincon Labor Classification →			Principal I	Supervisor I	Senior Professional III	Senior Professional I	Professional IV	Professional III	Professional II	Associate II	Production Specialist	Project Assistant	GIS/CADD Specialist II	Clerical
Tasks	Labor Cost	Direct Expense	Hours	$280	$228	$212	$197	$174	$161	$145	$117	$105	$92	$160	$95
Task 1: Project Management															
Task 1.1 Provide reports, data, materials as needed for City and public	$3,930		20	2	8			4				2		4	
Task 1.2 Provide budgets, reports, staff reports, updates	$6,480		41	1	10			10				2		4	14
Task 1.3 Team weekly meetings	$20,668		94	4	72			18							
Task 1.4 Meetings with teaming partners: (e.g. CalFire, UCSB, etc.)	$15,624		78	2	30		12	30						4	
Task 1.5 QA and QC documents/maps	$15,135		65	15	35		15								
Task 1.6 Meetings and corresponce with the CCC	$5,680		24	4	20										
Task 1.7 Attend public meetings, hearings, and workshops	$8,696		42	4	16		8	8						6	
Task 1.8 Public noticing	$7,156		38	2	10		6	6		10				4	
SUBTOTAL COST	$83,369		402												
Task 2: Maintenance Program															
Task 2.1 Five Year Maintenance Plan															
Task 2.2 Annual Maintenance Reports															
Task 2.3 Data Collection for Dead Tree Removal															
Task 2.4 Data Collection for Emergency Activities															
Task 2.5 Identify and assess trees for threats															
Task 2.6 Manage GIS and location data	$4,040		24		8						8			8	
Task 2.7 Prepare AGOL and other location data files	$5,050		30		10						10			10	
Task 2.8 Map Non-Natives															
Task 2.9 Review need/feasibility of irrigation	$1,928		10		4			4						2	
Task 2.10 Prepare permit application and docs for veg management															
Task 2.11 Conduct biological surveys prior to veg management activities															
Task 2.12 Conduct monitoring of bio resources during veg management activities															
Task 2.13 Complete and submit daily monitoring logs for veg activities															
SUBTOTAL COST	$11,018		64												
Task 3: Planning, Design and Permitting															
Task 3.1 Conduct jurisdictional delineation and prepare JD report	$3,370	$760	19	2	1			8		6				2	
Task 3.2 Conduct biological field reconnaisance and prepare Biolgical Resources report	$4,416		22	2	8			8						4	
Task 3.3 Prepare and submit application packages to regultory agencies	$5,850		33	2	8	2		8			10			3	
Task 3.4 Coordinate and track coastal development permits	$8,208		44	2	18			8		10	6				
Task 3.5 Prepare notifications and supporting documentation for waiver/emergency activities	$5,644		31	1	8		6	4			6			6	
Task 3.6 Conduct data collection for Waiver de Minimis Application (Native trees, Plants, etc)	$3,412		18		4		4	8						2	
Task 3.7 Prepare Restoration Plan for Dev Creek	$6,918		40		8		4	6			6			16	
SUBTOTAL COST	$37,818	$760	207												
Task 4: Outreach and Education															
Task 4.1 Prepare materials for and attend public events	$10,214		54	4	16		8	10			10			6	
Task 4.2 Support the development of the interpretive program	$7,154		38	2	12		6	10			8				
Task 4.3 Support outreach and education with community advisory and docent	$5,808		28	2	10		8	8							
SUBTOTAL COST	$23,176		120												
Task 5 Construction Project Management															
Task 5.1 On-site monitoring and oversight	$109,348		548	6	36		500							6	
Task 5.4 Reporting	$9,544		46	4	12		24							6	
Task 5.5 Weekly Meetings	$11,352		58				56							2	
SUBTOTAL COST	$130,244		652												
Task 6 Wavier/CWPP Tree Removals															
Task 6.1 Support preparation of RFPs for contractors to remove trees															
Task 6.2 Facilitate on-boarding and project kick-offs with contractors	$4,616		23	1	6		8	8							
Task 6.3 Oversight of contractors/monitoring	$23,760		210		6		36	48			120				
Task 6.5 Flag sensitive resources for avoidance prior to tree removals	$5,296		34		2		8	8			16				
Task 6.6 Prepare daily monitoring logs	$11,558		76		6		10	12			36			12	
Task 6.7 Conduct survey and records search of cultural resources and engage USACE	$3,218		18	2	4			6			6				
SUBTOTAL COST	$50,024		361												
Task 7 Restoration Planting and Monitoring															
Task 7.1 Identify locations for restoration of native habitat	$6,256	$380	36		8	8				8	8			4	
Task 7.2 Collaborate to develop list of native species to plant	$652		3		1	2									
Task 7.3 Assist with replacement tree planting locations	$3,190	$380	4		6		6							4	
Task 7.4 Conduct wildlife surveys	$2,362	$570	15		2			6			6			1	

EXHIBIT B-2
Compensation (Cont.)

Cost Table: 2023/2024 Open Space Management of the Ellwood Mesa/Sperling Preserve Open Space	Rincon Labor Classification →			Principal I	Supervisor I	Senior Professional III	Senior Professional I	Professional IV	Professional III	Professional II	Associate III	Production Specialist	Project Assistant	GIS/CADD Specialist III	Clerical
Tasks	Labor Cost	Direct Expense	Hours	$280	$228	$212	$197	$174	$161	$145	$117	$105	$92	$160	$95
Task 7.5 Map Non-Natives	$3,966	$570	24		2	6				10	4			2	
Task 7.7 Monitor mitigation tree planting	$4,656		26		8		8				8			2	
Task 7.8 Complete and submit daily monitoring logs	$10,810		65	5	10			10		10	20			10	
Task 7.9 Prepare tree establishment reports	$11,750		61	3	16	16		10			10			6	
SUBTOTAL COST	$43,642	$1,900	234												
Task 8: Monitoring, Research, and Adaptive Management															
Task 8.1 Conduct annual monarch surveys	$18,690	$3,800	115		5			50		50				10	
Task 8.2 Prepare and update AGOL maps	$9,604		56		12						4			40	
Task 8.3 Provide monarch reports for the City, Xerces and regulatory agencies	$3,450		20		10						10				
Task 8.4 Assess long range research studies	$2,864		13	2	8									3	
Task 8.5 Develop monitoring program for grove	$8,106		42	6	10	8					10			8	
Task 8.6 Assess weather data and determine adaptive management approach	$2,632		16			8					8				
Task 8.7 Assess and track ecosystem using multispectral imaging	$2,328		12		6									6	
Task 8.8 Utilize imagery to update tree data	$3,696		19		8			8						3	
SUBTOTAL COST	$51,370	$3,800	293												
TOTAL COST	$ 430,661	$ 6,460	2333	$ 22,400	$ 114,000	$ 10,600	$ 145,977	$ 56,376	$ -	$ 15,080	$ 38,610	$ 420	$ -	$ 32,960	$ 1,330

Direct Cost Summary	
Vehicle Costs	$ -
Trimble GPS	$ 3,040
Standard Field Equipment Package	$ 4,180
Drone (UAS)	$ -
Boat (20 ft. Boston Whaler or Similar)	$ -
Bat Ultrasound Detector/Recorder	$ -
Remote Field Equipment	$ -
L&H Dive Insurance	$ -
Side Scan or Single Beam Sonar	$ -
Manual enter 1	$ -
Manual enter 2	$ -
Rental Equipment 1	$ -
Rental Equipment 2	$ -
Subconsultant Fee	$ -
Subconsultant Fee	$ -
Subconsultant Fee	$ -
Subtotal Additional Costs:	$ 7,220

Summary	
Professional Fees Subtotal	$ 430,661
Direct Costs Subtotal	$ 7,220
TOTAL PROJECT BUDGET	$ 437,881

Professional Services - are based on Rincon's standard fee schedule and labor classifications. The above is provided as an estimate of Rincon's effort per task. Rincon may reallocate budget between staff and tasks, as long as the total contract price is not exceeded.

Annual Escalation – Standard rates subject to 3% escalation annually

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Project Name: Ellwood Mesa Monarch Butterfly Habitat Management Plan Implementation

AMENDMENT NO. 1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
RINCON CONSULTANTS, INC.

This **Amendment No. 1** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Rincon Consultants, Inc.,** ("Consultant") dated June 15th, 2021 ("Agreement," Agreement No. 2021-063) is made on this 16th day of August, 2022.

SECTION A. RECITALS

1. This Agreement is for professional design services for a comprehensive implementation plan to manage and enhance the Elwood Mesa Monarch Butterfly Habitat Management Plan Area; and

2. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed $158,000; and

3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of $566,511 for continued tasks; and

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

5. 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

6. The Agreement currently provides in Exhibit B entitled "Compensation" the hourly rates; and

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

8. City Council approved this Amendment No. 1, on this 16th day of August, 2022.

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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 566,511 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 724,511 (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-1," 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. This Agreement is amended to delete and replace in its entirety:

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

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

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

4. 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.

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CITY OF GOLETA

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

ATTEST:

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

Rincon Consultants, Inc.

DocuSigned by:
8DE69ADB0855423...
Steven Hongola, Vice President

DocuSigned by:
799B3F21211B48F...
Lacrissa Davis,
Chief Financial Officer

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:
A1BF8F896161498...
Winnie Cai, Assistant City Attorney

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Exhibit A-1 Scope of Work
Rincon Consultants, Inc. for Ellwood Mesa Monarch Butterfly Grove
Comprehensive Implementation Plan

CONSULTANT shall provide professional expertise to support the ongoing resource management and enhancement tasks underway by the City of Goleta. The complexity of the Ellwood Mesa Monarch Butterfly Grove requires a diverse approach to address regulatory permitting, community engagement, tree management, trail design, protection of sensitive natural resources, fuel reduction, and other issues outlined in the City's Monarch Butterfly Habitat Management Plan. CONSULTANT provides scientific, computer modeling, and other biological expertise to assist with developing a comprehensive implementation plan that meets the goals and further defines the specific actions outlined in the Monarch Butterfly Habitat Management Plan.

Task 1: Tree Removals & Mitigation

Task 1.1 Collaborate with the project team to identify replacement tree planting locations for first aggregation site, Ellwood Main
Task 1.2 Identify and collect data for dead eucalyptus trees to trim and remove for:
Hazard (threating private property and/or trails) mitigation, grove-wide
Implementation of the Community Wildfire Protection Program, grove-wide
Task 1.3 Identify native plant restoration location for Ellwood Main
Task 1.4 Utilize tree/grove imagery data collected by project team to update applicable tree inventory data at aggregation sites as applicable
Task 1.5 Assess tree health and identify threats at priority aggregation sites under the MBHMP Tree Management Program as needed

Task 1: Project Management

Includes attending weekly meetings with the project team, attending meetings with teaming partners and regulatory agencies, providing reports/graphics/ materials as needed, attending and provide supporting materials for public meetings and events.

Task 2: Habitat Maintenance

Task 2.1 Identify locations where CWPP buffer treatments will be conducted and provide oversight during treatments
Task 2.2 Support the need for emergency tree removals (including) hazardous and fallen trees as needed
Task 2.3 Conduct a survey for non-native and invasive botanic species and map areas of highest need for removals of invasive species
Task 2.4 Review the need/feasibility of irrigating specific portions of the grove

Task 2: Maintenance Program

Includes preparing a 5-Year Maintenance Plan, and preparing and managing location data and maps showing maintenance activities.

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Task 3: Enhancement Activities

Task 3.1 Collaborate with the project team to understand the long-range research studies being conducted

Task 3.2 Collaborate with the project team to utilize weather and imagery data collected and determine approach for adaptive management of the grove

Task 3.3 Collaborate with the project team to track ecosystem-wide tree and vegetation health using multispectral imaging

Task 3: Planning, Design and Permitting

Includes preparing reports, such as the Biological Resources Assessment Report, jurisdictional Delineation Report, and application packages for submission to regulatory agencies for review and approval.

Task 4: Restoration Activities

Task 4.1 Identify native planting locations to occur in relationship to the Ellwood Main aggregation site

Task 4.2 Collaborate with project team to finalize comprehensive list of native plant species to install in restoration areas

Task 4.3 Collaborate with the project team and identify restoration activities to occur in the riparian corridor along Devereux Creek

Task 4.4 Conduct Jurisdictional Delineation (JD) at Devereux Creek and prepare a JD report

Task 4.5 Prepare and submit application packages to regulatory agencies for Devereux Creek restoration activities for temporary impacts during euc removals (assumes regulated by all 3 agencies)

Task 4.6 Identify other locations for restoration of native habitats within the grove

Task 4.7 Support the City in engaging with regulatory agencies

Task 4.8 Develop monitoring program for the grove in collaboration with the project team, utilizing data collected during studies

Task 4.9 Conduct a survey and records search of cultural resources and engage USACE for compliance with Section 106

Task 4: Outreach and Education

Includes supporting the City in development of materials to present to the public, attendance at public events as needed and support of the interpretative and docent programs.

Task 5: Protection/Monitoring Measures for Monarchs and Wildlife

Task 5.1 Conduct wildlife (other than butterfly or nesting birds) surveys as needed

Task 5.2 Review wildlife survey data from other consultants regarding nesting birds, etc.

Task 5.3 First Protocol monarch survey

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Task 5: Construction Project Management

Includes oversight of contractors during construction, as well as biological and cultural surveys, monitoring and reporting prior to and during fuel reduction (vegetation management) and habitat enhancement activities.

Task 6: Public Access Improvements

Task 6.1 Collaborate with the project team to develop the Interpretive Program
Task 6.2 Coordinate internally with City departments to support outreach and education with the Community Advisory and Docent Program

Task 6: Waiver de Minimis/CWPP Implementation

Includes preparing RFPs for contractor, contractor oversight, flagging of resources as contractors prepare to remove trees, and preparing and submitting monitoring and daily logs.

Task 7: Rincon will prepare the content for the required sections of the CMP

Task 7.1 Tree Removals and Mitigation
Describe and map:

- Highest priority restoration sites and sequence for enhancements at aggregations sites
- Locations and extent of the aggregation sites as well as the secondary and associated area if larger area needs dead tree removals and/or trimming
- Describe means and methods for determining:
- Dead eucalyptus tree removals/trimmings
- Eucalyptus tree planting locations

Task 7.2 Habitat Maintenance
Describe means and methods for determining: CWPP buffer treatments, Emergency tree removals including hazardous trees, Fallen tree removals
Mapping of and removal of invasive species (not eucalyptus)
Describe approach to irrigation of portions of the grove as maintenance
Prepare the integrated Pest Management Program Plan
Prepare the Waste Management Program Plan
Task 7.3 Enhancement
Collaborate with the project team to describe means and methods for studying and tracking weather, canopy data, overall grove health, dead eucalyptus trees, and locations of concentrated decline in the grove
Collaborate with the project team to describe the long-range research that will conducted to understand monarch butterflies and their preferred habitat Describe approach for adaptive management utilizing data collected by weather stations and imagery studies
Describe monitoring program for eucalyptus grove

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Task 7 cont.
Task 7.4 Restoration
Describe means and methods for determining:
Native plant restoration locations
Restoration activities to occur in the riparian corridor along Devereux Creek
Other locations for restoration of native habitats within the grove
Prepare section regarding the riparian nature of Devereux Creek.
Prepare the Jurisdictional Delineation Report to be included as an appendix
Describe approach for engaging with regulatory agencies and partnering agencies
Prepare restoration monitoring section including goals, objectives, success criteria and reporting.
Prepare the Restoration Monitoring Plan to be included as an appendix
Task 7.5 Wildlife
Describe data management approach for butterfly, nesting bird and other wildlife survey findings
Describe approach for conducting monarch and wildlife surveys and tracking presence/absence, protocol surveys at aggregations sites and grove-wide
Describe goals of enhancement in relationship to annual monarch butterfly overwintering observations
Describe survey results tracking methods and use of survey data in enhancement decisions
Describe methods for quantitative comparisons of data, and analysis to inform enhancement and restoration activities
Task 7.6 Public Access Improvements
Describe approach for public outreach and public education, which will be done in collaboration with the City's Community Advisory and Docent Program

Task 7: Restoration Planting and Monitoring

Incudes identifying locations for native plant restoration, collaborating with the project team to identify locations for replacement eucalyptus tree plantings, biological surveys needed prior to planting, monitoring of plantings, native plant and eucalyptus tree monitoring reports.

Task 8 Project Management

Task 8.1 Rincon will support the City in preparation of the application form and supplemental documents as needed in combination with the CMP, such as the cover letter and Additional Details Appendices if needed.
Task 8.2 In order to ascertain approvals from the City Council, Coastal Commission the and public, we will prepare needed materials, and attend public meetings, workshops, and hearings as needed.

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Task 8.3 Track the progress of application package once it's submitted to the Coastal Commission, provide responses as needed and coordinate and track overlapping activities, requirements, and reporting for related and subsequent CDPs

Task 8 cont.
Task 8.4 Coordinate with the City and prepare materials to engage with and select contractors as needed
Task 8.5 Provide reports/data/materials as needed for City leadership and the public as needed
Task 8.6 Provide budgets, reports, and documentation for the Conservancy's Work Programs
Task 8.7 Attend weekly meetings, provide team coordination, and support with other activities as directed by the Open Space Manager.

Task 8: Monitoring, Research, and Adaptive Management
Includes conducting annual monarch butterfly over-wintering surveys, and collaborating with the project team to develop adaptive management strategies for the management plan area.

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Exhibit B-1
Schedule of
Fees
Rincon Consultants, Inc. for Ellwood Mesa Monarch Butterfly
Grove Comprehensive Implementation Plan

2022 Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical & Support Personnel*	Hourly Rate
Principal II	$247
Director II	$247
Principal I	$280
Director I	$227
Senior Supervisor II	$211
Supervisor I	$228
Senior Professional II	$212
Senior Professional I	$197
Professional IV	$174
Professional III	$161
Professional II	$145
Professional I	$108
Associate III	$117
Associate II	$93
Associate I	$84
Project Assistant	$92
Senior GIS Specialist	$144
GIS/CADD Specialist II	$160
GIS/CADD Specialist I	$115
Technical Editor	$115
Production Specialist	$105
Clerical	$95

Direct Costs	Rate
Photocopies - Black and White	$0.20 (single sided) & $0.40 (double sided)
Photocopies - Color	$1.50 (single sided) & $3.00 (double sided)
Photocopies - 11 dž 17	$0.50 (B & W) & $3.30 (color)
Oversized Maps	$8.00/square foot
Reproduction: CDs and USB Flash Drive	$15 / disc and $20/flash drive

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Equipment	Day Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	$144
Four Gas Monitor	$124
Flame Ionization Detector	$100
Photo Ionization Detector	$75
Hand Auger Sampler	$57
Water Level Indicator, DC Purge Pump	$41
Natural Resources Field Equipment	
UAS Drone	$250
Spotting or Fiberoptic Scope	$155
Pettersson Bat Ultrasound Detector/Recording Equipment	$155
Sound Level Metering Field Package: anemometer, tripod and digital camera.	$103
Trimble GPS	$190
GPS (sub-meter accuracy)	$60
Infrared Sensor Digital Camera or Computer Field Equipment	$52
Scent Station	$21
Laser Rangefinder/Altitude	$10
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	$8
Mammal Trap, Large/Small	$1.50/$.50
Water & Marine Resources Equipment	
Boat (26 ft. Radon or Similar)	$565
Boat (20 ft. Boston Whaler or Similar)	$310
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	$155
Water Quality Equipment (DO, pH, Turbidity, refractometer, temperature)	$57
Refractometer (salinity) or Turbidity Meter	$35
Large Block Eets	$103
Minnow trap	$88
Eet, Hand/Large Seine	$10/$50
Field Equipment Packages	
Standard Field Package (digital camera, GPS, thermometer, binoculars, tablet, safety equipment, and botanic collecting equipment)	$95
Remote Field Package, (digital camera, GPS, thermometer, binoculars, tablet and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	$130
Amphibian/Vernal Pool Field Package: (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net, field microscope)	$155
Fisheries Equipment Package: (waders, wetsuits, dip nets, seine nets, bubblers, buckets)	$52
Underwater & Marine Sampling Gear includes: U/W Photo/Video Camera, SCUBA Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	$50/diver
Marine Field Package: (Personal Flotation Devices (PFDs),100 ft. Reel Tapes w/ Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, various Field Guides)	$50
Insurance, Hazard & Safety Fees	
L & H Dive Insurance	$50/diver
Level C Health and Safety	$60 person

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Project Name: Ellwood Mesa Monarch Butterfly Habitat Management Plan Implementation

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF GOLETA AND RINCON CONSULTANTS, INC.

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 15th day of June, 2021, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **RINCON CONSULTANTS, INC.,** a California Corporation (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional design services for a comprehensive implementation plan to manage and enhance the Ellwood Mesa Monarch Butterfly Habitat Management Plan Area; 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 3.05.260 by selecting CONSULTANT from the City's pre-authorized qualified consultants list for various professional services, which was compiled from a competitive Request for Proposals/Request for Qualifications (RFP/RFQ) process, approved by City Council on December 3, 2019; and

WHEREAS, the City Council, on this 15th day of June 2021, 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 Services in conjunction with the Ellwood Butterfly Habitat Management Plan. Services shall generally include biological surveys, mapping, wetland delineation, wildfire fuel assessments, and permit

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preparation, 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 $158,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until December 31, 2021, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

4. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to in 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 George Thomson, Parks and Open Space Manager. Project Manager shall have the authority to act on behalf of

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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, 2025, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

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

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

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

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for CONSULTANT's Damages. CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

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(b) Defense and Indemnity of Third Party Claims/Liability. CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

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

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

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

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

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

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

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

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

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

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

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

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

h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by

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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.

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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.

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18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. NONDISCRIMINATION

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

22. TAXPAYER IDENTIFICATION NUMBER

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

23. NON-APPROPRIATION OF FUNDS

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

24. MODIFICATION OF AGREEMENT

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

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25. USE OF THE TERM "CITY"

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

26. PERMITS AND LICENSES

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

27. CAPTIONS

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

28. AUTHORIZATION

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

29. ENTIRE AGREEMENT BETWEEN PARTIES

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

30. PARTIAL INVALIDITY

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

31. NOTICES

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

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TO CITY:	Attention: Michelle Greene, City Manager City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117
TO CONSULTANT:	Attention: Chris Julian, Principal Rincon Consultants, Inc. 209 East Victoria Street Santa Barbara, CA, 93101

32. **COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES**

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

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

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CITY OF GOLETA

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

Rincon Consultants, Inc.

DocuSigned by:
8DE69ADB0855423...
Steven Hongola, Vice President

ATTEST

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

DocuSigned by:
739B3F21211B48F...
Lacrissa Davis, Chief Financial Officer

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:
A1BF8F896161498...
Winnie Cai, Assistant City Attorney

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Exhibit A
Scope of Work
Rincon Consultants, Inc. for Ellwood Mesa Monarch Butterfly Grove Comprehensive Implementation Plan

CONSULTANT shall provide professional expertise to support the ongoing resource management and enhancement tasks underway by the City of Goleta. The complexity of the Ellwood Mesa Monarch Butterfly Grove requires a diverse approach to address regulatory permitting, community engagement, tree management, trail design, protection of sensitive natural resources, fuel reduction, and other issues outlined in the City's Monarch Butterfly Habitat Management Plan. CONSULTANT provides scientific, computer modeling, and other biological expertise to assist with developing a comprehensive implementation plan that meets the goals and further defines the specific actions outlined in the Monarch Butterfly Habitat Management Plan.

Task 1: Tree Removals & Mitigation

Task 1.1 Collaborate with the project team to identify replacement tree planting locations for first aggregation site, Ellwood Main
Task 1.2 Identify and collect data for dead eucalyptus trees to trim and remove for:
Hazard (threating private property and/or trails) mitigation, grove-wide
Implementation of the Community Wildfire Protection Program, grove-wide
Task 1.3 Identify native plant restoration location for Ellwood Main
Task 1.4 Utilize tree/grove imagery data collected by project team to update applicable tree inventory data at aggregation sites as applicable
Task 1.5 Assess tree health and identify threats at priority aggregation sites under the MBHMP Tree Management Program as needed

Task 2: Habitat Maintenance

Task 2.1 Identify locations where CWPP buffer treatments will be conducted and provide oversight during treatments
Task 2.2 Support the need for emergency tree removals (including) hazardous and fallen trees as needed
Task 2.3 Conduct a survey for non-native and invasive botanic species and map areas of highest need for removals of invasive species
Task 2.4 Review the need/feasibility of irrigating specific portions of the grove

Task 3. Enhancement Activities

Task 3.1 Collaborate with the project team to understand the long-range research studies being conducted
Task 3.2 Collaborate with the project team to utilize weather and imagery data collected and determine approach for adaptive management of the grove
Task 3.3 Collaborate with the project team to track ecosystem-wide tree and vegetation health using multispectral imaging

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Task 4. Restoration Activities

Task 4.1 Identify native planting locations to occur in relationship to the Ellwood Main aggregation site
Task 4.2 Collaborate with project team to finalize comprehensive list of native plant species to install in restoration areas
Task 4.3 Collaborate with the project team and identify restoration activities to occur in the riparian corridor along Devereux Creek
Task 4.4 Conduct Jurisdictional Delineation (JD) at Devereux Creek and prepare a JD report
Task 4.5 Prepare and submit application packages to regulatory agencies for Devereux Creek restoration activities for temporary impacts during euc removals (assumes regulated by all 3 agencies)
Task 4.6 Identify other locations for restoration of native habitats within the grove
Task 4.7 Support the City in engaging with regulatory agencies
Task 4.8 Develop monitoring program for the grove in collaboration with the project team, utilizing data collected during studies
Task 4.9 Conduct a survey and records search of cultural resources and engage USACE for compliance with Section 106

Task 5 Protection/Monitoring Measures for Monarchs and Wildlife

Task 5.1 Conduct wildlife (other than butterfly or nesting birds) surveys as needed
Task 5.2 Review wildlife survey data from other consultants regarding nesting birds, etc.
Task 5.3 First Protocol monarch survey

Task 6 Public Access Improvements

Task 6.1 Collaborate with the project team to develop the Interpretive Program
Task 6.2 Coordinate internally with City departments to support outreach and education with the Community Advisory and Docent Program

Task 7: Rincon will prepare the content for the required sections of the CMP

Task 7.1 Tree Removals and Mitigation
Describe and map:

- Highest priority restoration sites and sequence for enhancements at aggregations sites
- Locations and extent of the aggregation sites as well as the secondary and associated area if larger area needs dead tree removals and/or trimming
- Describe means and methods for determining:
- Dead eucalyptus tree removals/trimmings
- Eucalyptus tree planting locations

Task 7.2 Habitat Maintenance
Describe means and methods for determining: CWPP buffer treatments, Emergency tree removals including hazardous trees, Fallen tree removals

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Task 7 cont.
Mapping of and removal of invasive species (not eucalyptus)
Describe approach to irrigation of portions of the grove as maintenance
Prepare the integrated Pest Management Program Plan
Prepare the Waste Management Program Plan
Task 7.3 Enhancement
Collaborate with the project team to describe means and methods for studying and tracking weather, canopy data, overall grove health, dead eucalyptus trees, and locations of concentrated decline in the grove
Collaborate with the project team to describe the long-range research that will conducted to understand monarch butterflies and their preferred habitat
Describe approach for adaptive management utilizing data collected by weather stations and imagery studies
Describe monitoring program for eucalyptus grove
Task 7.4 Restoration
Describe means and methods for determining:
Native plant restoration locations
Restoration activities to occur in the riparian corridor along Devereux Creek
Other locations for restoration of native habitats within the grove
Prepare section regarding the riparian nature of Devereux Creek. Prepare the Jurisdictional Delineation Report to be included as an appendix
Describe approach for engaging with regulatory agencies and partnering agencies
Prepare restoration monitoring section including goals, objectives, success criteria and reporting. Prepare the Restoration Monitoring Plan to be included as an appendix
Task 7.5 Wildlife
Describe data management approach for butterfly, nesting bird and other wildlife survey findings
Describe approach for conducting monarch and wildlife surveys and tracking presence/absence, protocol surveys at aggregations sites and grove-wide
Describe goals of enhancement in relationship to annual monarch butterfly overwintering observations
Describe survey results tracking methods and use of survey data in enhancement decisions
Describe methods for quantitative comparisons of data, and analysis to inform enhancement and restoration activities
Task 7.6 Public Access Improvements
Describe approach for public outreach and public education, which will be done in collaboration with the City's Community Advisory and Docent Program

Task 8 Project Management

Task 8.1 Rincon will support the City in preparation of the application form and supplemental documents as needed in combination with the CMP, such as the cover letter and Additional Details Appendices if needed.

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Task 8.2 In order to ascertain approvals from the City Council, Coastal Commission the and public, we will prepare needed materials, and attend public meetings, workshops, and hearings as needed.
Task 8.3 Track the progress of application package once it's submitted to the Coastal Commission, provide responses as needed and coordinate and track overlapping activities, requirements, and reporting for related and subsequent CDPs
Task 8.4 Coordinate with the City and prepare materials to engage with and select contractors as needed
Task 8.5 Provide reports/data/materials as needed for City leadership and the public as needed
Task 8.6 Provide budgets, reports, and documentation for the Conservancy's Work Programs
Task 8.7 Attend weekly meetings, provide team coordination, and support with other activities as directed by the Open Space Manager.

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Exhibit B
Schedule of Fees
Rincon Consultants, Inc. for Ellwood Mesa Monarch Butterfly Grove
Comprehensive Implementation Plan

2021 Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical & Support Personnel*	Hourly Rate
Principal II	$247
Director II	$247
Principal I	$227
Director I	$227
Senior Supervisor II	$211
Supervisor I	$201
Senior Professional II	$180
Senior Professional I	$165
Professional IV	$149
Professional III	$134
Professional II	$118
Professional I	$108
Associate III	$98
Associate II	$93
Associate I	$84
Project Assistant	$77
Senior GIS Specialist	$144
GIS/CADD Specialist II	$129
GIS/CADD Specialist I	$115
Technical Editor	$115
Production Specialist	$91
Clerical	$77

Direct Costs	Rate
Photocopies – Black and White	$0.20 (single sided) & $0.40 (double sided)
Photocopies – Color	$1.50 (single sided) & $3.00 (double sided)
Photocopies – 11 x 17	$0.50 (B & W) & $3.30 (color)
Oversized Maps	$8.00/square foot
Reproduction: CDs and USB Flash Drive	$15 / disc and $20/flash drive

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Equipment	Day Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	$144
Four Gas Monitor	$124
Flame Ionization Detector	$100
Photo Ionization Detector	$75
Hand Auger Sampler	$57
Water Level Indicator, DC Purge Pump	$41
Natural Resources Field Equipment	
UAS Drone	$250
Spotting or Fiberoptic Scope	$155
Pettersson Bat Ultrasound Detector/Recording Equipment	$155
Sound Level Metering Field Package: anemometer, tripod and digital camera.	$103
GPS (sub-meter accuracy)	$60
Infrared Sensor Digital Camera or Computer Field Equipment	$52
Scent Station	$21
Laser Rangefinder/Altitude	$10
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	$8
Mammal Trap, Large/Small	$1.50/$.50
Water & Marine Resources Equipment	
Boat (26 ft. Radon or Similar)	$565
Boat (20 ft. Boston Whaler or Similar)	$310
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	$155
Water Quality Equipment (DO, pH, Turbidity, refractometer, temperature)	$57
Refractometer (salinity) or Turbidity Meter	$35
Large Block Nets	$103
Minnow trap	$88
Net, Hand/Large Seine	$10/$50
Field Equipment Packages	
Standard Field Package (digital camera, GPS, thermometer, binoculars, tablet, safety equipment, and botanic collecting equipment)	$100
Remote Field Package, (digital camera, GPS, thermometer, binoculars, tablet and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	$130
Amphibian/Vernal Pool Field Package: (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net, field microscope)	$155
Fisheries Equipment Package: (waders, wetsuits, dip nets, seine nets, bubblers, buckets)	$52
Underwater & Marine Sampling Gear includes: U/W Photo/Video Camera, SCUBA Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	$50/diver
Marine Field Package: (Personal Flotation Devices (PFDs),100 ft. Reel Tapes w/ Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, various Field Guides)	$50
Insurance, Hazard & Safety Fees	
L & H Dive Insurance	$50/diver
Level C Health and Safety	$60 person

ATTACHMENT 9

Amendment No. 1-5 and Professional Services Agreement 2022-001 with Rincon Consultants, Inc.

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AMENDMENT NO. 5
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
RINCON CONSULTANTS, INC.

This **Amendment No. 5** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Rincon Consultants, Inc. (**"Consultant") dated January 3, 2022 ("Agreement," Agreement No. 2022-001) is made on this 8th day of October, 2025.

SECTION A. RECITALS

1. This Agreement is for professional On-Call Arborist Services to support the Parks and Open Space Division; and

2. This Agreement has been amended to provide for additional compensation for continued tasks, extend the termination date, include federal contract provisions, and provide additional compensation (Amendment No. 1, 2, 3, and 4); and

3. The Agreement currently provides in Section 8 entitled "Personal Services/No Assignment/Subcontractor the key member of Consultant's firm and that the agreement may not be assigned or subcontracted without the City Manager's written consent; and

4. The parties desire to amend Section 8 of the Agreement to identify the new key member of Consultant's firm and list subcontractors; and

5. The City Manager approved this Amendment No. 5, on this 8th day of October, 2025.

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SECTION B. AMENDED TERMS

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

1. **Section 8. PERSONAL SERVICES / NO ASSIGNMENT/ SUBCONTRACTOR** of the Agreement is amended to read in its entirety:

   This AGREEMENT is for professional services which are personal to CITY. Susan Dewar, Certified Arborist, 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 with respect to the following contractors:

   - Monarch Environmental
     - Evin Lambert, Director of Arboriculture

   CONSULTANT shall require all subcontractors to secure insurance in accordance with Section 10, and provide to CITY all certificates and endorsements to CITY's satisfaction before a subcontractor provides any services.

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

Docusign Envelope ID: 69000E69-AF4D-40B8-B098-5250BA079871

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

Signed by:
Robert Nisbet
Robert Nisbet, City Manager

CONSULTANT

DocuSigned by:
Lacrissa Davis
Lacrissa Davis, CFO

ATTEST:

DocuSigned by:
Deborah Lopez
Deborah Lopez, City Clerk

Signed by:
Steven J. Hongola
Steven J. Hongola, Vice President

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:
Scott Shapses
Scott Shapses, Deputy City Attorney

Docusign Envelope ID: 32E663E5-EE15-44EF-9158-236EDAAF942D

AMENDMENT NO. 4
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND RINCON CONSULTANTS, INC.

This **Amendment No. 4** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Rincon Consultants Inc.** ("Consultant") dated January 3, 2022 ("Agreement," Agreement No. 2022-001) is made on this 20th day of August 2024.

SECTION A. RECITALS

1. This Agreement is for professional On-Call Arborist services to support the Parks and Open Space Division; and

2. This Agreement has been amended to provide for additional compensation for continued tasks, extend the termination date, and include Federal Contract Provisions (Amendments No. 1, 2, and 3); and

3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed $237,000; and

4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of $150,000 for continued tasks; and

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

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

7. City Council approved this Amendment No. 4, on this 20th day of August 2024.

Docusign Envelope ID: 32E663E5-EE15-44EF-9158-236EDAAF942D

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 $150,000 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 **$387,000** (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-1," 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. This Agreement is amended to delete and replace in its entirety:

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

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

Docusign Envelope ID: 32E663E5-EE15-44EF-9158-236EDAAF942D

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
1AEBACAD159E4D7...
Robert Nisbet, City Manager

CONSULTANT

DocuSigned by:
Lacrissa Davis
799B3F21211B48F...
Lacrissa Davis, CFO

ATTEST:

DocuSigned by:
Deborah Lopez
A3E09E3473CA47E...
Deborah Lopez, City Clerk

Signed by:
Steven Hongola
8DE69ADB0855423...
Steven J. Hongola, Vice President

APPROVED AS TO FORM:
ISAAC ROSEN, ACTING CITY ATTORNEY

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

Docusign Envelope ID: 32E663E5-EE15-44EF-9158-236EDAAF942D

EXHIBIT B-1
SCHEDULE OF FEES

Rincon Consultants, Inc.

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate January 1 – December 31, 2024	January 1 – December 31, 2025	January 1 – December 31, 2026	January 1 – December 31, 2027
Senior Principal	$319	$330	$342	$354
Principal	$307	$318	$329	$341
Director	$307	$318	$329	$341
Senior Supervisor II	$292	$302	$313	$324
Supervisor I	$272	$282	$292	$302
Senior Professional II	$255	$264	$273	$283
Senior Professional I	$238	$246	$255	$264
Professional IV	$211	$218	$226	$234
Professional III	$196	$203	$210	$217
Professional II	$174	$180	$186	$193
Professional I	$155	$160	$166	$172
Associate III	$130	$135	$140	$145
Associate II	$117	$121	$125	$129
Associate I	$109	$113	$117	$121
Field Technician	$94	$97	$100	$104
Data Solutions Architect	$196	$203	$210	$217
Senior GIS Specialist	$187	$194	$201	$208
GIS/CADD Specialist II	$167	$173	$179	$185
GIS/CADD Specialist I	$150	$155	$160	$166
Technical Editor	$147	$152	$157	$162
Project Accountant	$125	$129	$134	$139
Billing Specialist	$107	$111	$115	$119
Publishing Specialist	$120	$124	$128	$132
Clerical	$107	$111	$115	$119

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of $400.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – B/W	$0.25 (single-sided), $0.45 (double-sided)
Photocopies – Color	$1.55 (single-sided), $3.10 (double-sided)
Photocopies – 11" by 17"	$0.55 (B/W), $3.40 (color)
Oversized Maps	$8.50/square foot
Digital Production	$15/CD, $20/flash drive
Light-Duty and Passenger Vehicles*	$90/day
4WD and Off-Road Vehicles*	$150/day

*Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other Direct Costs. Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation, on January 1.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.

Effective January 1, 2024

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Rincon Consultants, Inc.

Equipment	Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	$160
Four Gas Monitor	$137
Flame Ionization Detector	$110
Photo Ionization Detector	$82
Hand Auger Sampler	$62
Water Level Indicator, DC Purge Pump	$46
CAPDash	$7,500
Natural Resources Field Equipment	
UAS Drone	$300
Spotting or Fiberoptic Scope	$170
Petterson Bat Ultrasound Detector/Recording Equipment	$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	$113
GPS (Sub-meter Accuracy)	$67
Infrared Sensor Digital Camera or Computer Field Equipment	$57
Scent Station	$23
Laser Rangefinder/Altitude	$11
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	$9
~~Mammal Trap, Large/Small~~	~~$1.55/$0.55~~
Water and Marine Resources Equipment	
Boat (20 ft. Boston Whaler or Similar)	$800
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	$62
Refractometer (Salinity) or Turbidity Meter	$38
Large Block Nets	$114
Minnow Trap	$98
Net, Hand/Large Seine	$57
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	$57
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	$57/diver
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	$100
Insurance, Hazard and Fees	
Historic Research Fees	$55
L&H Dive Insurance	$57/diver
Level C Health and Safety	$70/person

Effective January 1, 2024

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AMENDMENT NO. 3
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
RINCON CONSULTANTS, INC.

This **Amendment No. 3** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City"), and **Rincon Consultants, Inc.** ("Consultant") dated January 3rd, 2022 ("Agreement," Agreement No. 2022-001) is made on this 26 day of June, 2024.

SECTION A. RECITALS

1. This Agreement is for the on-call City Arborist services for Parks and Open Spaces; and

2. This Agreement was amended on November 1st, 2022, to provide additional compensation in the amount of $62,001 for a not-to-exceed amount of $107,000, for continued on-call City Arborist services for Parks and Open Spaces (Amendment No. 1); and this Agreement was amended on June 20th, 2023 to provide additional compensation in the amount of $130,000 for a not-to-exceed amount of $237,000 for continued City Arborist services for Parks and Open Spaces (Amendment No. 2); and

3. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2024; and

4. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2026; and

5. The City Manager approved this Amendment No. 3, on this 26 day of June, 2024.

SECTION B. AMENDED TERMS

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

2. **Section 6. <u>TERM, PROGRESS AND COMPLETION</u>** 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, 2026, unless the term of this Agreement is extended, or the Agreement is terminated as provided for herein.

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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. 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

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

ATTEST:

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

CONSULTANT

DocuSigned by:
Steven J. Hongola
8DE69ADB0855423...
Steven Hongola, Vice President

DocuSigned by:
Chris Julian
9764A19D24B2477...
Chris Julian , Principal
On behalf of Lacrissa Davis,
Chief Financial Officer
Lacrissa Davis, Chief Financial Officer

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:
Scott Shapses
2174FB3111152455...
Scott Shapses, Deputy City Attorney

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

This **Amendment No. 2** to the Professional Services Agreement by and between the **CITY OF GOLETA**, a municipal corporation ("City"), and **RINCON CONSULTANTS** ("Consultant") dated January 3rd, 2022 ("Agreement," Agreement No. 2022-001) is made on this 20th day of June, 2023.

SECTION A. RECITALS

1. This Agreement is for the On Call City Arborist Services for Parks and Open Spaces; and

2. This Agreement was amended on November 1st, 2022, to provide additional compensation in the amount of sixty-two thousand and one dollars ($62,001) for a not to exceed amount of $107,000, for continued On Call Arborist Services for Parks and Open Spaces (Amendment No. 1); and

3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed $ 107,000; and

4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of $130,000 for continued tasks; and

5. The Agreement did not include provisions regarding the Suspension and Debarment Act, Byrd Anti-Lobbying Act, the Clean Air Act, and termination for cause/convenience and the parties desire to add these; and

6. The parties desire to amend the Agreement to include Exhibit "C" entitled, Federal Contract Provisions; and

7. 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:

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1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of $130,000 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 $237,000 (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," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2024, 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 5. FEDERAL REQUIREMENTS** of the Agreement is added to include Federal Requirement Provisions as follows:

FEMA financial assistance will be used to fund all or a portion of this contract. The consultant shall comply with all federal requirements including, but not limited to, the following:

1. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.

2. Federal Contract Provisions attached hereto as Exhibit “C” and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

3. 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. 2 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

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

CONSULTANT

DocuSigned by:
Steven Hongola
8DE69ADB0855423...
Steven Hongola, Vice President

ATTEST:

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

DocuSigned by:
799B3F21211B48F...
Lacrissa Davis, Chief Financial Officer

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:
Scott Shapses
2174FB311152455...
Scott Shapses, Deputy City Attorney

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EXHIBIT C

FEDERAL CONTRACT PROVISIONS

During the performance of this contract**, RINCON CONSULTANTS, INC.** (the "Consultant") shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit. In this Exhibit, the term "Agency" shall mean the local agency entering into this contract with the Consultant.

1. **CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**

   A. Consultant shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

   B. Affirmative steps shall include:

      i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
      ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
      iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
      iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
      v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

   Consultant shall submit evidence of compliance with the foregoing affirmative steps when requested by the Agency.

   Notwithstanding the foregoing, the affirmative steps requirements detailed above do not apply in the case of a noncompetitive procurement made under the emergency exception/exigency exception to competitive procurements.

2. **COST PRINCIPLES (2 C.F.R. PART 200, SUBPART E)**

   A. If any indirect costs will be charged to the Agency under this contract, such costs must conform to the cost principles set forth under the Uniform Rules

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at 2 C.F.R. Part 200, subpart E ("Cost Principles"). In general, costs must (i) be necessary and reasonable; (ii) allocable to the grant award; (iii) conform to any limitations or exclusions set forth in the Cost Principles; (iv) be adequately documented; and (v) be determined in accordance with generally accepted accounting principles ("GAAP"), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 C.F.R. Part 200, subpart E. 2 C.F.R. § 200.403. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by Consultant.

3. **ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)**

   A. Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Consultant personnel for the purpose of interview and discussion related to the books and records.

   B. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

   C. The Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. **REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326**)

   A. Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. If the contract is in excess of $10,000 and the contract does not include provisions for both termination for cause and termination for convenience by the Agency, including the manner by which it will be effected and the basis for settlement, then the following termination clauses shall apply. If the contract is for more than the simplified acquisition threshold (see 2 C.F.R. § 200.88) at the time the contract is executed and does not provide for administrative, contractual, or

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legal remedies in instances where Contractor violates or breaches the terms of the contract, then the following termination clauses shall apply and have precedence over the contract. Otherwise, the following termination clauses shall not be applicable to the contract.

i. Termination for Convenience. The Agency may, by written notice to Consultant, terminate this contract for convenience, in whole or in part, at any time by giving written notice to Consultant of such termination, and specifying the effective date thereof ("Notice of Termination for Convenience"). If the termination is for the convenience of the Agency, the Agency shall compensate Provider for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work or materials not provided, including anticipated profit. Consultant shall provide documentation deemed adequate by the Agency to show the work actually completed or materials provided by Consultant prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.

ii. Termination for Cause. If Consultant fails to perform pursuant to the terms of this contract, the Agency shall provide written notice to Consultant specifying the default ("Notice of Default"). If Consultant does not cure such default within ten (10) calendar days of receipt of Notice of Default, the Agency may terminate this contract for cause. If Consultant fails to cure a default as set forth above, the Agency may, by written notice to Consultant, terminate this contract for cause, in whole or in part, and specifying the effective date thereof ("Notice of Termination for Cause"). If the termination is for cause, Consultant shall be compensated for that portion of the work or materials provided which has been fully and adequately completed and accepted by the Agency as of the date the Agency provides the Notice of Termination. In such case, the Agency shall have the right to take whatever steps it deems necessary to complete the project and correct Consultant's deficiencies and charge the cost thereof to Consultant, who shall be liable for the full cost of the Agency's corrective action, including reasonable overhead, profit and attorneys' fees.

iii. Reimbursement; Damages. The Agency shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold

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compensation for defective work or other damages caused by Consultant performance of the work.

iv. Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, Consultant shall promptly discontinue the work unless the Notice directs to the contrary. Consultant shall deliver to the Agency and transfer title (if necessary) to all provided materials and completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this contract. Consultant acknowledges the Agency's right to terminate this contract with or without cause as provided in this Section, and hereby waives any and all claims for damages that might arise from the Agency's termination of this contract. The Agency shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed work or materials not provided and shall not be entitled to damages or compensation for termination of work or supply of materials. If Agency terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, Consultant shall be entitled to receive only the amounts payable under this Section, and Consultant specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The rights and remedies of the Agency provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

B. Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

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i. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

ii. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.

iii. Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Consultant‘s legal duty to furnish information.

iv. Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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v. Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No.11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No.11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. Consultant will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24,1965, so that such provisions will be binding upon each subcontractor or Consultant. Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or Consultant as a result of such direction, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

C. Appendix II to Part 200 (D) – Davis-Bacon Act; Copeland Act: Not applicable to this contract.

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D. Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

i. If this contract is in excess of $100,000 and involves the employment of mechanics or laborers, Consultant shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ii. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

iii. In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime

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wages required by the clause set forth in paragraph (ii) of this section.

iv. The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

v. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

E. Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

i. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Agency.

ii. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any

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assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

iii. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

F. Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of $150,000, Consultant shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

i. Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

ii. Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

G. Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the

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government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by Agency. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the Agency in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.

H. Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this contract is in excess of $100,000, Consultant shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds $100,000.00, Consultant shall file with the Agency the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." Consultants that apply or bid for an award exceeding $100,000 must file the required certification. Each tier

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certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

I. Appendix II to Part 200 (J) – Procurement of Recovered Materials:

i. Consultant shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

ii. In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price.

iii. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

5. **MISCELLANEOUS PROVISIONS**

A. The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

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B. This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

C. Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

D. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Agency, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.

E. General and Administrative Expenses And Profit For Time And Materials Contracts/Amendments.

i. General and administrative expenses shall be negotiated and must conform to the Cost Principles.

ii. Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

iii. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.

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AMENDMENT NO. 1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
RINCON CONSULTANTS, INC.

This **Amendment No. 1** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and Rincon Consultants, Inc., ("Consultant") dated January 3, 2022 ("Agreement," Agreement No.2022-001) is made on this 1st day of November, 2022.

SECTION A. RECITALS

1. This Agreement is for the professional On-Call Arborist services to support the Public Works Department and the Parks and Open Space division; and

2. The Agreement currently provides in Section 3 Subsection (a) 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 $62,001 for continued tasks; and

4. The City Council approved this Amendment No. 1, on this 1st day of November 2022.

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. <u>COMPENSATION AND PAYMENT</u>** of the Agreement is amended to add an additional authorized amount of $62,001 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 $107,000 (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," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2024, after which any change in said

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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.1 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

DocuSigned by:
Robert Nisbet,City Manager
1AEBACAD139E4D7...
Robert Nisbet, City Manager

CONSULTANT

DocuSigned by:
Steven J. Hongola
8DE69ADB0855423...
Steven Hongola, Vice President

ATTEST:

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

DocuSigned by:
Lacrissa Davis, Chief Financial Officer
799B3E21211B48E...
Lacrissa Davis,
Chief Financial Officer

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:
Winnie Cai
A1BF8F896161498...
Winnie Cai, Assistant City Attorney

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2022-001

Project Name: On Call Arborist Services

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF GOLETA AND RINCON CONSULTANTS, INC.

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 3rd day of January, 2021, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **RINCON CONSULTANTS, INC.,** a California Corporation (herein referred to as "CONSULTANT").

SECTION A. RECITALS

1. The CITY has a need for professional On-Call Arborist services to support the Parks and Open Space Division; and

2. 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

3. The CITY procured these services in compliance with the Goleta Municipal Code Section 3.05.260 by selecting CONSULTANT from the City's pre-authorized qualified consultants list for various professional services, which was complied from a competitive Request for Proposals/Request for Qualifications (RFP/RFQ) process, approved by City Council on December 3, 2019.

4. The City Manager approved this AGREEMENT pursuant to Goleta Municipal Code section 3.05.070.

SECTION B. TERMS

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:

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Professional On-Call Arborist services to support the Parks and Open Space Division shall generally include on-call support services 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 $ 44,999 (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, 2024, 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 Exhibit B, if one is included as part of this agreement. 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.

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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 George Thomson, 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, 2024, 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 within terms 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. Greg Ainsworth, M.C.R.P., Certified Arborist, 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.

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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.

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Insurance shall include the following (or broader) coverage:

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

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

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

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

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

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

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

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

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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,

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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

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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.

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20. GOVERNING LAW

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

21. NONDISCRIMINATION

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

22. TAXPAYER IDENTIFICATION NUMBER

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

23. NON-APPROPRIATION OF FUNDS

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

24. MODIFICATION OF AGREEMENT

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

25. USE OF THE TERM "CITY"

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

26. PERMITS AND LICENSES

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

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27. CAPTIONS

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

28. AUTHORIZATION

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

29. ENTIRE AGREEMENT BETWEEN PARTIES

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

30. PARTIAL INVALIDITY

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

31. NOTICES

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

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

TO CONSULTANT:
Attention: Chris Julian, Principal
Rincon Consultants, Inc.
209 East Victoria Street
Santa Barbara, CA, 93101

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32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

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

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

CITY OF GOLETA

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

CONSULTANT

DocuSigned by:
Steven J. Hongola, VP/Principal, Rincon Consultants
8DE69ADB0855423...
Steven Hongola, Vice President

ATTEST

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

DocuSigned by:
799B3F212F1B48F...
Lacrissa Davis,
Chief Financial Officer

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:
A1BE8F29616149...
Winnie Cai, Assistant City Attorney

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EXHIBIT A
SCOPE OF WORK

Task 1

Tree Permit Application Support – Support the City with reviewing and processing tree permit applications for permission to trim, remove or plant trees on public land, including parkways, including construction projects that may impact City trees. Included will be evaluations of trees and review of tree reports for compliance with the City's tree protection ordinance. Rincon will receive general direction from staff and provide recommendations on best practices in the industry for maintaining trees located within public land and City right-of-way. A Certified Arborist will be available to coordinate and communicate with applicants on an as-needed basis.

Task 2

Tree-Related Emergencies – Respond to emergency requests on an on-call basis for tree removal and pruning of potentially hazardous trees, including tree's that present an imminent threat to people or property.

Task 3

Conduct Tree Inspections – Conduct landscaping and tree inspections prior to commencement of work and during evaluation period, observation and overseeing of work in progress, and final inspection of completed work for various types of projects as needed.

Task 4

Tree Inventories, Evaluations and Hazard Assessments – Rincon will coordinate with the City's Parks and Open Space Manager on inventorying and evaluating trees. An International Society of Arboriculture Qualified Tree Risk Assessor (TRAQ) will conduct as-needed evaluations of trees located within public land, City parks (e.g., Evergreen Park), parkways, and right-of-way, including those that present a hazardous condition to people or property. Data will be collected on the whole tree, including identification of species, trunk diameter, height, canopy spread, physical condition, and health evaluation. Recommendations will be provided on procedures to trim branches, secure trees, or whole tree removal to minimize tree-related hazards. Data will be collected using Collector, Survey 123, ArborPro, or equivalent. Tree locations will be geo-referenced and collected using a Global Poisoning System (GPS) with sub-meter accuracy. Data will be provided in Excel spreadsheet, including ArcGIS shapefiles for cataloging all tree inventories. Data collected on all tree inventories, evaluations and hazard assessments will be documented for future reference and planning (e.g., City Urban Forest Management Plan).

Task 5

Prepare Tree Inspection Reports and Review Applicant Submitted Reports – Prepare tree reports and other tree related documents and analyses for City

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projects, such as parks and City maintained right-of way. Review and make recommendations as to the adequacy of tree reports by outside consultants for City projects, and their compliance with City ordinances, policies and guidelines.

Task 6

Review Construction Plans – review design and construction plants for City projects to ensure protection of City trees; prepare project conditions and measures to protect City trees.

Task 7

As-Needed Consultation and Meeting Support – Provide as-needed consultation to the City on all subjects concerning City trees, including as-needed support with the City's Public Tree Advisory Commission (PTAC). Rincon's Director of Urban Forestry and Arborist Services (Lead Arborist), Greg Ainsworth, will be available to support City staff in pre-project scoping meetings, construction-related meetings, Planning Commission meetings, City Council meetings, public hearings, PTAC meetings, and other meetings where arborist support is requested. Rincon's Lead Arborist will be available to attend virtual meetings, share files/plans as needed, and lead discussions.

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EXHIBIT B
SCHEDULE OF FEES

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	$270
Director II	$270
Principal I	$250
Director I	$250
Senior Supervisor II	$228
Supervisor I	$215
Senior Professional II	$195
Senior Professional I	$179
Professional IV	$164
Professional III	$152
Professional II	$135
Professional I	$120
Associate III	$108
Associate II	$98
Associate I	$90
Project Assistant	$85
Senior GIS Specialist	$155
GIS/CADD Specialist II	$135
GIS/CADD Specialist I	$120
Technical Editor	$120
Production Specialist	$98
Clerical	$85

Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	$0.20 (single-sided) & $0.40 (double-sided)
Photocopies – Color	$1.50 (single-sided) & $3.00 (double-sided)
Photocopies – 11 x 17	$0.50 (B&W) & $3.30 (color)
Oversized Maps	$8.00/square foot
Digital Production	$15/disc and $20/flash drive
Light-Duty and Passenger Vehicles*	$85/day
4WD and Off-Road Vehicles*	$135/day

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Equipment	Day Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	$144
Four Gas Monitor	$124
Flame Ionization Detector	$100
Photo Ionization Detector	$75
Hand Auger Sampler	$57
Water Level Indicator, DC Purge Pump	$41
Natural Resources Field Equipment	
UAS Drone	$250
Spotting or Fiberoptic Scope	$155
Pettersson Bat Ultrasound Detector/Recording Equipment	$155
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	$103
GPS (Sub-meter Accuracy)	$60
Infrared Sensor Digital Camera or Computer Field Equipment	$52
Scent Station	$21
Laser Rangefinder/Altitude	$10
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	$8
Mammal Trap, Large/Small	$1.50/$0.50
Water and Marine Resources Equipment	
Boat (26 ft. Radon or Similar)	$565
Boat (20 ft. Boston Whaler or Similar)	$310
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	$155
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	$57
Refractometer (Salinity) or Turbidity Meter	$35
Large Block Nets	$103
Minnow Trap	$88
Net, Hand/Large Seine	$10/$50
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	$100
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	$130
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	$155
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	$52
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	$50/diver
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	$50
Insurance, Hazard and Safety Fees	
L&H Dive Insurance	$50/diver
Level C Health and Safety	$60 person

ATTACHMENT 10

Amendment No. 1-11 and Professional Services Agreement 2012-090 with Dewberry Engineers, Inc.

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AMENDMENT NO. 11
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DEWBERRY ENGINEERS, INC.

This **Amendment No. 11** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Dewberry Engineers, Inc.** (Consultant") dated August 7, 2012 ("Agreement," Agreement No. 2012-090) is made on this 9th day of January, 2025.

SECTION A. RECITALS

1. This Agreement is for the professional design engineering, permitting, and right of way services in conjunction with the Ekwill Street and Fowler Road Extensions Project; and

2. This Agreement has been amended to provide additional design, environmental and permitting, right of way and design support during construction services, provide for additional compensation, and extend the term of the agreement (Amendment No. 1-10); and

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

4. The parties desire to amend Exhibit B-9 of the Agreement to identify the new hourly rates, attached as "Exhibit B-10"; and

5. The City Manager approved this Amendment No. 11, on this 9th day of January, 2025.

SECTION B. AMENDED TERMS

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

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

Exhibit B-9 "Schedule of Fees" with **Exhibit B-10 "Schedule of Fees"** attached hereto and incorporated herein.

2. 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. 11 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

CONSULTANT

DocuSigned by:
DENNIS HAGLAN
1811FBC74C7B4D8...

Dennis Haglan, Senior Vice President

ATTEST:

DocuSigned by:
Deborah Lopez
A3E09F3473CA47E...

Deborah Lopez, City Clerk

DocuSigned by:
Jose Silva
2630E885338540E...

Jose Silva, Vice President

APPROVED AS TO FORM:
ISAAC ROSEN, ACTING CITY ATTORNEY

Signed by:
Scott Shapses
4365248AE5424CE...

Scott Shapses, Deputy City Attorney

Docusign Envelope ID: 83952128-CDF6-4B92-A5B4-51656C5F9856

Exhibit B-10
Schedule of Fees

NAME OR CLASSIFICATION	Former DHA Classifications	ACTUAL HOURLY RATE OR RANGE	2024 AVG. BILLING RATE	CLASSIFICATION BILLING RATE RANGE
PRINCIPAL	PRINCIPAL	$ 122 - $ 149	$384	$ 329 - $ 401
ENGINEER IX	PRINCIPAL, PROJECT MANAGER	$ 107 - $ 123	$326	$ 288 - $ 332
ENGINEER VIII	SENIOR ENGINEER, RANGE D	$ 97 - $ 111	$294	$ 261 - $ 300
ENGINEER VII	SENIOR ENGINEER, RANGE D	$ 93 - $ 104	$279	$ 250 - $ 279
ENGINEER VI	SENIOR ENGINEER, RANGE C	$ 80 - $ 93	$247	$ 217 - $ 250
ENGINEER V	SENIOR ENGINEER, RANGE B	$ 71 - $ 82	$215	$ 190 - $ 220
ENGINEER IV	SENIOR ENGINEER, RANGE B	$ 62 - $ 72	$190	$ 166 - $ 193
ENGINEER III	SENIOR ENGINEER, RANGE A	$ 57 - $ 65	$173	$ 154 - $ 175
ENGINEER II	ASST ENGINEER, RANGE B	$ 47 - $ 61	$152	$ 128 - $ 163
ENGINEER I	ASST ENGINEER, RANGE A	$ 39 - $ 51	$131	$ 105 - $ 137
TECHNICAL VI	GRADUATE STUDENT/ENG TECH	$ 56 - $ 77	$190	$ 151 - $ 208
TECHNICAL V	GRADUATE STUDENT/ENG TECH	$ 55 - $ 64	$169	$ 148 - $ 172
TECHNICAL IV	GRADUATE STUDENT/ENG TECH	$ 50 - $ 58	$152	$ 134 - $ 157
TECHNICAL III	ENGINEERING TECHNICIAN	$ 45 - $ 52	$137	$ 122 - $ 140
TECHNICAL II	ENGINEERING TECHNICIAN	$ 37 - $ 44	$116	$ 101 - $ 119
TECHNICAL I	ENGINEERING TECHNICIAN	$ 31 - $ 40	$100	$ 83 - $ 107
CADD TECHNICIAN V	CAD MANAGER, CAD TECHNICIAN V	$ 56 - $ 77	$190	$ 151 - $ 208
CADD TECHNICIAN IV	CAD TECHNICIAN IV	$ 52 - $ 60	$158	$ 140 - $ 160
CADD TECHNICIAN III	CAD TECHNICIAN III	$ 45 - $ 52	$137	$ 122 - $ 140
CADD TECHNICIAN II	CAD TECHNICIAN II	$ 36 - $ 45	$116	$ 98 - $ 122
CADD TECHNICIAN I	CAD TECHNICIAN I	$ 30 - $ 37	$95	$ 80 - $ 101
DESIGNER VI	SENIOR DESIGNER VI	$ 80 - $ 90	$241	$ 217 - $ 243
DESIGNER V	SENIOR DESIGNER V	$ 75 - $ 82	$221	$ 202 - $ 220
DESIGNER IV	SENIOR DESIGNER IV	$ 62 - $ 76	$194	$ 166 - $ 205
DESIGNER III	SENIOR DESIGNER III	$ 57 - $ 65	$173	$ 154 - $ 175
DESIGNER II	SENIOR DESIGNER II	$ 50 - $ 58	$152	$ 134 - $ 157
DESIGNER I	SENIOR DESIGNER I	$ 40 - $ 50	$126	$ 107 - $ 134
PROFESSIONAL IX	SR. PLANNING MANAGER, SR. ENV MANAGER	$ 90 - $ 116	$304	$ 243 - $ 312
PROFESSIONAL VIII	SR ENV PLANNER, SR PLANNER	$ 94 - $ 104	$279	$ 252 - $ 279
PROFESSIONAL VII	SR ENV PLANNER, SR PLANNER	$ 80 - $ 94	$247	$ 217 - $ 252
PROFESSIONAL VI	SR ENV PLANNER, SR PLANNER	$ 77 - $ 83	$226	$ 208 - $ 223
PROFESSIONAL V	SR ENV PLANNER, SR PLANNER	$ 71 - $ 78	$211	$ 190 - $ 211
PROFESSIONAL IV	SR ENV PLANNER, SR PLANNER	$ 63 - $ 71	$190	$ 169 - $ 190
PROFESSIONAL III	SR ENV PLANNER, SR PLANNER	$ 52 - $ 64	$163	$ 140 - $ 172
PROFESSIONAL II	ASST ENV PLANNER, PLANNER	$ 45 - $ 52	$137	$ 122 - $ 140
PROFESSIONAL I	ASST ENV PLANNER, PLANNER	$ 36 - $ 45	$116	$ 98 - $ 122
CONSTRUCTION	SENIOR CONSTRUCTION	$ 127 - $ 143	$345	$ 341 - $ 386
CONSTRUCTION	SENIOR CONSTRUCTION	$ 110 - $ 127	$303	$ 297 - $ 341
CONSTRUCTION	SENIOR CONSTRUCTION	$ 96 - $ 112	$267	$ 258 - $ 303
CONSTRUCTION	SENIOR CONSTRUCTION	$ 83 - $ 97	$229	$ 223 - $ 261
CONSTRUCTION	SENIOR CONSTRUCTION	$ 76 - $ 87	$208	$ 205 - $ 234
CONSTRUCTION	SENIOR CONSTRUCTION	$ 57 - $ 77	$172	$ 154 - $ 208
CONSTRUCTION	SENIOR CONSTRUCTION	$ 53 - $ 62	$147	$ 142 - $ 166
INSPECTOR VII **	SENIOR INSPECTOR	$ 93 - $ 104	$250	$ 249 - $ 279
INSPECTOR VI **	SENIOR INSPECTOR	$ 78 - $ 94	$219	$ 211 - $ 252
INSPECTOR V **	SENIOR INSPECTOR	$ 69 - $ 78	$189	$ 187 - $ 211
INSPECTOR IV **	SENIOR INSPECTOR	$ 63 - $ 72	$172	$ 169 - $ 193
INSPECTOR III **	SENIOR INSPECTOR	$ 55 - $ 64	$151	$ 148 - $ 172
INSPECTOR II **	SENIOR INSPECTOR	$ 43 - $ 55	$126	$ 116 - $ 148
INSPECTOR I **	SENIOR INSPECTOR	$ 33 - $ 44	$99	$ 89 - $ 119
ADMIN PROFESSIONAL V	OFFICE MANAGER	$ 61 - $ 69	$184	$ 163 - $ 187
ADMIN PROFESSIONAL IV	SENIOR ADMIN	$ 55 - $ 64	$169	$ 148 - $ 172
ADMIN PROFESSIONAL III	SENIOR ADMIN	$ 40 - $ 53	$131	$ 107 - $ 142
ADMIN ASSISTANT II	ADMIN ASSISTANT II	$ 32 - $ 42	$105	$ 86 - $ 113
ADMIN ASSISTANT I	ADMIN ASSISTANT I	$ 28 - $ 35	$89	$ 74 - $ 95

OTHER DIRECT COSTS	
DESCRIPTION OF ITEM	COST
Personal Vehicle Mileage	see note 1
Overnight Mail Service	Actual

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 5%.

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NAME OR CLASSIFICATION	Former DHA Classifications	ACTUAL HOURLY RATE OR RANGE	2025 AVG. BILLING RATE	CLASSIFICATION BILLING RATE RANGE
PRINCIPAL	PRINCIPAL	$ 128 - $ 156	$403	$ 346 - $ 421
ENGINEER IX	PRINCIPAL, PROJECT MANAGER	$ 112 - $ 130	$343	$ 302 - $ 349
ENGINEER VIII	SENIOR ENGINEER, RANGE D	$ 102 - $ 117	$309	$ 274 - $ 315
ENGINEER VII	SENIOR ENGINEER, RANGE D	$ 98 - $ 109	$293	$ 263 - $ 293
ENGINEER VI	SENIOR ENGINEER, RANGE C	$ 85 - $ 98	$259	$ 228 - $ 263
ENGINEER V	SENIOR ENGINEER, RANGE B	$ 74 - $ 86	$226	$ 199 - $ 231
ENGINEER IV	SENIOR ENGINEER, RANGE B	$ 65 - $ 75	$199	$ 175 - $ 203
ENGINEER III	SENIOR ENGINEER, RANGE A	$ 60 - $ 68	$182	$ 162 - $ 184
ENGINEER II	ASST ENGINEER, RANGE B	$ 50 - $ 64	$160	$ 134 - $ 171
ENGINEER I	ASST ENGINEER, RANGE A	$ 41 - $ 53	$138	$ 110 - $ 143
TECHNICAL VI	GRADUATE STUDENT/ENG TECH	$ 59 - $ 81	$199	$ 159 - $ 218
TECHNICAL V	GRADUATE STUDENT/ENG TECH	$ 58 - $ 67	$177	$ 156 - $ 181
TECHNICAL IV	GRADUATE STUDENT/ENG TECH	$ 52 - $ 61	$160	$ 140 - $ 165
TECHNICAL III	ENGINEERING TECHNICIAN	$ 47 - $ 54	$144	$ 128 - $ 146
TECHNICAL II	ENGINEERING TECHNICIAN	$ 39 - $ 46	$122	$ 106 - $ 125
TECHNICAL I	ENGINEERING TECHNICIAN	$ 32 - $ 42	$105	$ 87 - $ 112
CADD TECHNICIAN V	CAD MANAGER, CAD TECHNICIAN V	$ 59 - $ 81	$199	$ 159 - $ 218
CADD TECHNICIAN IV	CAD TECHNICIAN IV	$ 54 - $ 63	$166	$ 146 - $ 168
CADD TECHNICIAN III	CAD TECHNICIAN III	$ 47 - $ 54	$144	$ 128 - $ 146
CADD TECHNICIAN II	CAD TECHNICIAN II	$ 38 - $ 47	$122	$ 103 - $ 128
CADD TECHNICIAN I	CAD TECHNICIAN I	$ 31 - $ 39	$100	$ 84 - $ 106
DESIGNER VI	SENIOR DESIGNER VI	$ 85 - $ 95	$254	$ 228 - $ 256
DESIGNER V	SENIOR DESIGNER V	$ 79 - $ 86	$232	$ 212 - $ 231
DESIGNER IV	SENIOR DESIGNER IV	$ 65 - $ 80	$204	$ 175 - $ 215
DESIGNER III	SENIOR DESIGNER III	$ 60 - $ 68	$182	$ 162 - $ 184
DESIGNER II	SENIOR DESIGNER II	$ 52 $ 61	$160	$ 140 $ 165
DESIGNER I	SENIOR DESIGNER I	$ 42 - $ 52	$132	$ 112 - $ 140
PROFESSIONAL IX	SR. PLANNING MANAGER, SR. ENV MANAGER	$ 95 - $ 122	$320	$ 256 - $ 327
PROFESSIONAL VIII	SR ENV PLANNER, SR PLANNER	$ 98 - $ 109	$293	$ 265 - $ 293
PROFESSIONAL VII	SR ENV PLANNER, SR PLANNER	$ 85 - $ 98	$259	$ 228 - $ 265
PROFESSIONAL VI	SR ENV PLANNER, SR PLANNER	$ 81 - $ 87	$237	$ 218 - $ 234
PROFESSIONAL V	SR ENV PLANNER, SR PLANNER	$ 74 - $ 82	$221	$ 199 - $ 221
PROFESSIONAL IV	SR ENV PLANNER, SR PLANNER	$ 66 - $ 74	$199	$ 178 - $ 199
PROFESSIONAL III	SR ENV PLANNER, SR PLANNER	$ 54 - $ 67	$171	$ 146 - $ 181
PROFESSIONAL II	ASST ENV PLANNER, PLANNER	$ 47 - $ 54	$144	$ 128 - $ 146
PROFESSIONAL I	ASST ENV PLANNER, PLANNER	$ 38 - $ 47	$122	$ 103 - $ 128
CONSTRUCTION	SENIOR CONSTRUCTION	$ 133 - $ 150	$362	$ 358 - $ 405
CONSTRUCTION	SENIOR CONSTRUCTION	$ 116 - $ 133	$318	$ 312 - $ 358
CONSTRUCTION	SENIOR CONSTRUCTION	$ 101 - $ 118	$280	$ 271 - $ 318
CONSTRUCTION	SENIOR CONSTRUCTION	$ 87 - $ 102	$241	$ 234 - $ 274
CONSTRUCTION	SENIOR CONSTRUCTION	$ 80 - $ 91	$219	$ 215 - $ 246
CONSTRUCTION	SENIOR CONSTRUCTION	$ 60 - $ 81	$181	$ 162 - $ 218
CONSTRUCTION	SENIOR CONSTRUCTION	$ 56 - $ 65	$154	$ 150 - $ 175
INSPECTOR VII **	SENIOR INSPECTOR	$ 97 - $ 109	$263	$ 262 - $ 293
INSPECTOR VI **	SENIOR INSPECTOR	$ 82 - $ 98	$230	$ 221 - $ 265
INSPECTOR V **	SENIOR INSPECTOR	$ 73 - $ 82	$198	$ 196 - $ 221
INSPECTOR IV **	SENIOR INSPECTOR	$ 66 - $ 75	$181	$ 178 - $ 203
INSPECTOR III **	SENIOR INSPECTOR	$ 58 - $ 67	$159	$ 156 - $ 181
INSPECTOR II **	SENIOR INSPECTOR	$ 45 - $ 58	$132	$ 122 - $ 156
INSPECTOR I **	SENIOR INSPECTOR	$ 35 - $ 46	$104	$ 94 - $ 125
ADMIN PROFESSIONAL V	OFFICE MANAGER	$ 64 - $ 73	$193	$ 171 - $ 196
ADMIN PROFESSIONAL IV	SENIOR ADMIN	$ 58 - $ 67	$177	$ 156 - $ 181
ADMIN PROFESSIONAL III	SENIOR ADMIN	$ 42 - $ 56	$138	$ 112 - $ 150
ADMIN ASSISTANT II	ADMIN ASSISTANT II	$ 34 - $ 44	$110	$ 90 - $ 118
ADMIN ASSISTANT I	ADMIN ASSISTANT I	$ 29 - $ 37	$94	$ 78 - $ 100

OTHER DIRECT COSTS	
DESCRIPTION OF ITEM	COST
Personal Vehicle Mileage	see note 1
Overnight Mail Service	Actual

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 5%.

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NAME OR CLASSIFICATION	Former DHA Classifications	ACTUAL HOURLY RATE OR RANGE	2026 AVG. BILLING RATE	CLASSIFICATION BILLING RATE RANGE
PRINCIPAL	PRINCIPAL	$ 135 - $ 164	$423	$ 363 - $ 442
ENGINEER IX	PRINCIPAL, PROJECT MANAGER	$ 118 - $ 136	$360	$ 317 - $ 367
ENGINEER VIII	SENIOR ENGINEER, RANGE D	$ 107 - $ 123	$325	$ 288 - $ 331
ENGINEER VII	SENIOR ENGINEER, RANGE D	$ 103 - $ 114	$308	$ 276 - $ 308
ENGINEER VI	SENIOR ENGINEER, RANGE C	$ 89 - $ 103	$272	$ 239 - $ 276
ENGINEER V	SENIOR ENGINEER, RANGE B	$ 78 - $ 90	$237	$ 209 - $ 242
ENGINEER IV	SENIOR ENGINEER, RANGE B	$ 68 - $ 79	$209	$ 183 - $ 213
ENGINEER III	SENIOR ENGINEER, RANGE A	$ 63 - $ 72	$191	$ 170 - $ 193
ENGINEER II	ASST ENGINEER, RANGE B	$ 52 - $ 67	$168	$ 141 - $ 180
ENGINEER I	ASST ENGINEER, RANGE A	$ 43 - $ 56	$145	$ 116 - $ 151
TECHNICAL VI	GRADUATE STUDENT/ENG TECH	$ 62 - $ 85	$209	$ 167 - $ 229
TECHNICAL V	GRADUATE STUDENT/ENG TECH	$ 61 - $ 70	$186	$ 164 - $ 190
TECHNICAL IV	GRADUATE STUDENT/ENG TECH	$ 55 - $ 64	$168	$ 147 - $ 173
TECHNICAL III	ENGINEERING TECHNICIAN	$ 50 - $ 57	$151	$ 134 - $ 154
TECHNICAL II	ENGINEERING TECHNICIAN	$ 41 - $ 49	$128	$ 111 - $ 131
TECHNICAL I	ENGINEERING TECHNICIAN	$ 34 - $ 44	$111	$ 92 - $ 118
CADD TECHNICIAN V	CAD MANAGER, CAD TECHNICIAN V	$ 62 - $ 85	$209	$ 167 - $ 229
CADD TECHNICIAN IV	CAD TECHNICIAN IV	$ 57 - $ 66	$174	$ 154 - $ 177
CADD TECHNICIAN III	CAD TECHNICIAN III	$ 50 - $ 57	$151	$ 134 - $ 154
CADD TECHNICIAN II	CAD TECHNICIAN II	$ 40 - $ 50	$128	$ 108 - $ 134
CADD TECHNICIAN I	CAD TECHNICIAN I	$ 33 - $ 41	$105	$ 88 - $ 111
DESIGNER VI	SENIOR DESIGNER VI	$ 89 - $ 100	$266	$ 239 - $ 268
DESIGNER V	SENIOR DESIGNER V	$ 83 - $ 90	$243	$ 223 - $ 242
DESIGNER IV	SENIOR DESIGNER IV	$ 68 - $ 84	$214	$ 183 - $ 226
DESIGNER III	SENIOR DESIGNER III	$ 63 - $ 72	$191	$ 170 - $ 193
DESIGNER II	SENIOR DESIGNER II	$ 55 $ 64	$168	$ 147 $ 173
DESIGNER I	SENIOR DESIGNER I	$ 44 - $ 55	$139	$ 118 - $ 147
PROFESSIONAL IX	SR. PLANNING MANAGER, SR. ENV MANAGER	$ 100 - $ 128	$335	$ 268 - $ 344
PROFESSIONAL VIII	SR ENV PLANNER, SR PLANNER	$ 103 - $ 114	$308	$ 278 - $ 308
PROFESSIONAL VII	SR ENV PLANNER, SR PLANNER	$ 89 - $ 103	$272	$ 239 - $ 278
PROFESSIONAL VI	SR ENV PLANNER, SR PLANNER	$ 85 - $ 91	$249	$ 229 - $ 245
PROFESSIONAL V	SR ENV PLANNER, SR PLANNER	$ 78 - $ 86	$232	$ 209 - $ 232
PROFESSIONAL IV	SR ENV PLANNER, SR PLANNER	$ 69 - $ 78	$209	$ 187 - $ 209
PROFESSIONAL III	SR ENV PLANNER, SR PLANNER	$ 57 - $ 70	$180	$ 154 - $ 190
PROFESSIONAL II	ASST ENV PLANNER, PLANNER	$ 50 - $ 57	$151	$ 134 - $ 154
PROFESSIONAL I	ASST ENV PLANNER, PLANNER	$ 40 - $ 50	$128	$ 108 - $ 134
CONSTRUCTION	SENIOR CONSTRUCTION	$ 140 - $ 158	$380	$ 376 - $ 425
CONSTRUCTION	SENIOR CONSTRUCTION	$ 122 - $ 140	$334	$ 327 - $ 376
CONSTRUCTION	SENIOR CONSTRUCTION	$ 106 - $ 124	$294	$ 285 - $ 334
CONSTRUCTION	SENIOR CONSTRUCTION	$ 91 - $ 107	$253	$ 245 - $ 288
CONSTRUCTION	SENIOR CONSTRUCTION	$ 84 - $ 96	$230	$ 226 - $ 259
CONSTRUCTION	SENIOR CONSTRUCTION	$ 63 - $ 85	$190	$ 170 - $ 229
CONSTRUCTION	SENIOR CONSTRUCTION	$ 58 - $ 68	$162	$ 157 - $ 183
INSPECTOR VII **	SENIOR INSPECTOR	$ 102 - $ 114	$276	$ 275 - $ 308
INSPECTOR VI **	SENIOR INSPECTOR	$ 86 - $ 103	$242	$ 232 - $ 278
INSPECTOR V **	SENIOR INSPECTOR	$ 77 - $ 86	$208	$ 206 - $ 232
INSPECTOR IV **	SENIOR INSPECTOR	$ 69 - $ 79	$190	$ 187 - $ 213
INSPECTOR III **	SENIOR INSPECTOR	$ 61 - $ 70	$167	$ 164 - $ 190
INSPECTOR II **	SENIOR INSPECTOR	$ 47 - $ 61	$139	$ 128 - $ 164
INSPECTOR I **	SENIOR INSPECTOR	$ 36 - $ 49	$109	$ 98 - $ 131
ADMIN PROFESSIONAL V	OFFICE MANAGER	$ 67 - $ 77	$203	$ 180 - $ 206
ADMIN PROFESSIONAL IV	SENIOR ADMIN	$ 61 - $ 70	$186	$ 164 - $ 190
ADMIN PROFESSIONAL III	SENIOR ADMIN	$ 44 - $ 58	$145	$ 118 - $ 157
ADMIN ASSISTANT II	ADMIN ASSISTANT II	$ 35 - $ 46	$115	$ 95 - $ 124
ADMIN ASSISTANT I	ADMIN ASSISTANT I	$ 30 - $ 39	$98	$ 82 - $ 105

OTHER DIRECT COSTS	
DESCRIPTION OF ITEM	COST
Personal Vehicle Mileage	see note 1
Overnight Mail Service	Actual

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 5%.

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NAME OR CLASSIFICATION	Former DHA Classifications	ACTUAL HOURLY RATE OR RANGE	2027 AVG. BILLING RATE	CLASSIFICATION BILLING RATE RANGE
PRINCIPAL	PRINCIPAL	$ 142 - $ 172	$444	$ 381 - $ 464
ENGINEER IX	PRINCIPAL, PROJECT MANAGER	$ 124 - $ 143	$378	$ 333 - $ 385
ENGINEER VIII	SENIOR ENGINEER, RANGE D	$ 112 - $ 129	$341	$ 302 - $ 347
ENGINEER VII	SENIOR ENGINEER, RANGE D	$ 108 - $ 120	$323	$ 290 - $ 323
ENGINEER VI	SENIOR ENGINEER, RANGE C	$ 93 - $ 108	$286	$ 251 - $ 290
ENGINEER V	SENIOR ENGINEER, RANGE B	$ 82 - $ 94	$249	$ 220 - $ 254
ENGINEER IV	SENIOR ENGINEER, RANGE B	$ 71 - $ 83	$220	$ 192 - $ 223
ENGINEER III	SENIOR ENGINEER, RANGE A	$ 66 - $ 75	$200	$ 179 - $ 203
ENGINEER II	ASST ENGINEER, RANGE B	$ 55 - $ 70	$176	$ 148 - $ 189
ENGINEER I	ASST ENGINEER, RANGE A	$ 45 - $ 59	$152	$ 122 - $ 158
TECHNICAL VI	GRADUATE STUDENT/ENG TECH	$ 65 - $ 89	$220	$ 175 - $ 241
TECHNICAL V	GRADUATE STUDENT/ENG TECH	$ 64 - $ 74	$195	$ 172 - $ 199
TECHNICAL IV	GRADUATE STUDENT/ENG TECH	$ 57 - $ 68	$176	$ 155 - $ 182
TECHNICAL III	ENGINEERING TECHNICIAN	$ 52 - $ 60	$158	$ 141 - $ 162
TECHNICAL II	ENGINEERING TECHNICIAN	$ 43 - $ 51	$134	$ 117 - $ 137
TECHNICAL I	ENGINEERING TECHNICIAN	$ 36 - $ 46	$116	$ 96 - $ 124
CADD TECHNICIAN V	CAD MANAGER, CAD TECHNICIAN V	$ 65 - $ 89	$220	$ 175 - $ 241
CADD TECHNICIAN IV	CAD TECHNICIAN IV	$ 60 - $ 69	$183	$ 162 - $ 186
CADD TECHNICIAN III	CAD TECHNICIAN III	$ 52 - $ 60	$158	$ 141 - $ 162
CADD TECHNICIAN II	CAD TECHNICIAN II	$ 42 - $ 52	$134	$ 113 - $ 141
CADD TECHNICIAN I	CAD TECHNICIAN I	$ 34 - $ 43	$110	$ 93 - $ 117
DESIGNER VI	SENIOR DESIGNER VI	$ 93 - $ 105	$280	$ 251 - $ 282
DESIGNER V	SENIOR DESIGNER V	$ 87 - $ 94	$255	$ 234 - $ 254
DESIGNER IV	SENIOR DESIGNER IV	$ 71 - $ 88	$225	$ 192 - $ 237
DESIGNER III	SENIOR DESIGNER III	$ 66 - $ 75	$200	$ 179 - $ 203
DESIGNER II	SENIOR DESIGNER II	$ 57 $ 68	$176	$ 155 $ 182
DESIGNER I	SENIOR DESIGNER I	$ 46 - $ 57	$145	$ 124 - $ 155
PROFESSIONAL IX	SR. PLANNING MANAGER, SR. ENV MANAGER	$ 105 - $ 134	$352	$ 282 - $ 361
PROFESSIONAL VIII	SR ENV PLANNER, SR PLANNER	$ 108 - $ 120	$323	$ 292 - $ 323
PROFESSIONAL VII	SR ENV PLANNER, SR PLANNER	$ 93 - $ 108	$286	$ 251 - $ 292
PROFESSIONAL VI	SR ENV PLANNER, SR PLANNER	$ 89 - $ 96	$262	$ 241 - $ 258
PROFESSIONAL V	SR ENV PLANNER, SR PLANNER	$ 82 - $ 91	$244	$ 220 - $ 244
PROFESSIONAL IV	SR ENV PLANNER, SR PLANNER	$ 73 - $ 82	$220	$ 196 - $ 220
PROFESSIONAL III	SR ENV PLANNER, SR PLANNER	$ 60 - $ 74	$189	$ 162 - $ 199
PROFESSIONAL II	ASST ENV PLANNER, PLANNER	$ 52 - $ 60	$158	$ 141 - $ 162
PROFESSIONAL I	ASST ENV PLANNER, PLANNER	$ 42 - $ 52	$134	$ 113 - $ 141
CONSTRUCTION	SENIOR CONSTRUCTION	$ 147 - $ 166	$399	$ 395 - $ 447
CONSTRUCTION	SENIOR CONSTRUCTION	$ 128 - $ 147	$351	$ 344 - $ 395
CONSTRUCTION	SENIOR CONSTRUCTION	$ 111 - $ 130	$309	$ 299 - $ 350
CONSTRUCTION	SENIOR CONSTRUCTION	$ 96 - $ 112	$265	$ 258 - $ 302
CONSTRUCTION	SENIOR CONSTRUCTION	$ 88 - $ 101	$241	$ 237 - $ 271
CONSTRUCTION	SENIOR CONSTRUCTION	$ 66 - $ 89	$199	$ 179 - $ 241
CONSTRUCTION	SENIOR CONSTRUCTION	$ 61 - $ 71	$170	$ 165 - $ 192
INSPECTOR VII **	SENIOR INSPECTOR	$ 107 - $ 120	$290	$ 289 - $ 323
INSPECTOR VI **	SENIOR INSPECTOR	$ 91 - $ 108	$254	$ 244 - $ 292
INSPECTOR V **	SENIOR INSPECTOR	$ 80 - $ 91	$218	$ 216 - $ 244
INSPECTOR IV **	SENIOR INSPECTOR	$ 73 - $ 83	$199	$ 196 - $ 223
INSPECTOR III **	SENIOR INSPECTOR	$ 64 - $ 74	$175	$ 172 - $ 199
INSPECTOR II **	SENIOR INSPECTOR	$ 50 - $ 64	$145	$ 134 - $ 172
INSPECTOR I **	SENIOR INSPECTOR	$ 38 - $ 51	$115	$ 103 - $ 137
ADMIN PROFESSIONAL V	OFFICE MANAGER	$ 70 - $ 80	$213	$ 189 - $ 216
ADMIN PROFESSIONAL IV	SENIOR ADMIN	$ 64 - $ 74	$195	$ 172 - $ 199
ADMIN PROFESSIONAL III	SENIOR ADMIN	$ 46 - $ 61	$152	$ 124 - $ 165
ADMIN ASSISTANT II	ADMIN ASSISTANT II	$ 37 - $ 48	$121	$ 100 - $ 131
ADMIN ASSISTANT I	ADMIN ASSISTANT I	$ 32 - $ 41	$103	$ 86 - $ 110

OTHER DIRECT COSTS	
DESCRIPTION OF ITEM	COST
Personal Vehicle Mileage	see note 1
Overnight Mail Service	Actual

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 5%.

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AMENDMENT NO. 10
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DEWBERRY ENGINEERING

This **Amendment No. 10** to the Professional Design Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Dewberry Engineering, a New York Corporation** ("Consultant") dated August 7, 2012 ("Agreement," Agreement No. 2012-090) is made on this 7th day of November 2023.

SECTION A. RECITALS

1. This Agreement is for the professional design engineering, permitting, and right of way services in conjunction with the Ekwill Street and Fowler Road Extensions Project; and

2. This Agreement has been amended to provide additional design, environmental and permitting, right of way and design support during construction services, provide for additional compensation, and extend the term of the agreement; and

3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed $5,843,767; and

4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of $628,819 for additional tasks; and

5. The Agreement currently provides in Exhibit A-9 entitled "Scope of Work" the complete and particular description of services; and

6. The parties desire to amend Exhibit A-9 by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit A-10; and

7. The Agreement currently provides in Exhibit B-8 entitled "Schedule of Fees" the hourly rates; and

8. The parties desire to amend Exhibit B-8 of the Agreement to identify the new hourly rates, attached as "Exhibit B-9"; and

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9. The City Council approved this Amendment No. 10, on this 7th day of November 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 $628,819 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 $6,472,586 (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-9," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2027, 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. This Agreement is amended to delete and replace in its entirety:

Exhibit A-9 "Scope of Work" with **Exhibit A-10 "Scope of Work"** attached hereto and incorporated herein.

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

Exhibit B-8 "Schedule of Fees" with **Exhibit B-9 "Schedule of Fees"** attached hereto and incorporated herein.

4. 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. 10 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

DocuSigned by:
Robert Nisbet
1AEBACAD159E4D7...

Robert Nisbet, City Manager

CONSULTANT

DocuSigned by:
DENNIS HAGLAN
1811FBC74C7B4D8...

Dennis Haglan
Senior Vice President

ATTEST:

DocuSigned by:
Deborah Lopez
A3E09F3473CA47E...

Deborah Lopez, City Clerk

DocuSigned by:
Matt Satow
44441D49C27A41C...

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-10
Scope of Work
Dewberry Engineering
9002 – Ekwill Street and Fowler Road Extensions Project

TASK 1: MANAGEMENT

1.1 PROJECT MANAGEMENT

1.1.1 Consultant shall communicate regularly with City staff using telephone, fax, email, written correspondence, and face-to-face meetings as required throughout the term of the contract. Consultant shall prepare draft letters requesting right of entry into private parcels for surveys, geotechnical investigations and right of way purposes. These draft letters can be used by the City to cut and paste onto City letterhead for transmittal by the City to the affected property owners.

1.1.2 Consultant shall schedule, chair, and prepare meeting agendas and notes for Project Development Team (PDT) meetings. The agendas are to be submitted to the City for review prior to the meeting. The notes will be distributed to all attendees, everyone who was invited, and the City's Project Manager within five (5) working days after the meeting. The notes will include, but not be limited to, a list of attendees with phone numbers and email, a synopsis of discussion items, any pertinent information, decisions made, action items, and follow-up to action items. Up to 4 PDT meetings are anticipated for this task.

1.1.3 Consultant shall attend and present information, as required, at meetings with the City's Project Team, with stakeholder groups, or before the City Council.

1.1.4 Consultant shall monitor the quality of all deliverables, calculations, and other work products. Consultant shall follow our internal quality control procedures, including a documented peer review and constructability review.

1.1.5 Consultant shall develop and maintain a project schedule and shall provide the City with a monthly updated schedule that will be incorporated into the City's overall project schedule. The overall project schedule shall be maintained by the City.

1.2 RESEARCH RECORD INFORMATION. Consultant shall research existing record drawings, maps, and supplement with field surveying, as necessary, to determine existing conditions. Consultant shall provide a Report of Project Items based on the findings of this research and investigation of record information. The report, at a minimum, shall include, but not be limited to, the following:

- The report shall itemize the results of all research and investigation including cataloging the sources of information.
- Identify locations of potential conflicts or constraints that may impact the design of the project.
- Identify conflicts of potholed underground utilities and overhead improvements.

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- Identify right-of-way, easement, and environmental constraints.

1.3 AMENDMENT 3 SCOPE. PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for the oversight and day-to-day management of the project team. The additional work is primarily due to an extended project delivery schedule of over one year.

1.4 AMENDMENT 4 SCOPE. PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for the oversight and day-to-day management of the project team.

1.5 AMENDMENT 5 SCOPE. PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for the oversight and day-to-day management of the project team for an additional year in time. This increase in time is the consequence of the required revisions to the Fowler Road scope and related modification to permitting.

1.6 AMENDMENT 6 SCOPE. PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for oversight and day-to-day management of the project team for an additional 18 months. This extension is a consequence of the additional work related to environmental mitigation, permit application review periods and right of way negotiation duration.

1.7 AMENDMENT 7 SCOPE. PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for oversight and day-to-day management of the project team for an additional 6 months. This extension is a consequence of the additional work related to design, environmental mitigation and right of way.

1.8 AMENDMENT 8 SCOPE. PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for oversight and day-to-day management of the project team for an additional 10-12 months. This extension is a consequence of the additional work related to design, environmental mitigation and permitting, environmental pre-construction surveys, utility coordination, and right of way.

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1.9 AMENDMENT 9 SCOPE. PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for oversight and day-to-day management of the project team for an additional 10-12 months. This extension is a consequence of the additional work related to design, environmental mitigation and permitting, environmental pre-construction surveys, utility coordination, and right of way.

LIST OF DELIVERABLES:

- ✓ Prepare Monthly progress reports with action item log and schedule update
- ✓ Prepare Meeting Agendas and Notes for meetings held at City office
- ✓ Bi-weekly PDT Phone Conference Attendance

1.10 AMENDMENT 10 SCOPE. PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for oversight and day-to-day management of the project team to respond to CITY review comments and to finalize the bid package for construction.

LIST OF DELIVERABLES:

- ✓ Prepare Monthly progress reports.

TASK 2: SURVEYING

2.1 FIELD SURVEYS AND TOPOGRAPHIC MAPPING. Consultant shall review the existing topographic mapping, boundary, right of way and easement mapping, and to fill in with additional surveyed data as necessary to complete the base map for design. The following work items shall be included:

2.1.1 Recover survey control from previous project work and establish new project survey network.

2.1.2 Review of preliminary title reports (approximately 18) as provided in Task 12.2. Review previous boundary and easement mapping for additions and changes since the previous mapping was completed.

2.1.3 Conduct research and field surveys as necessary to expand the boundary and right of way retracements as needed.

2.1.4 Amend existing boundary, right of way and existing easement mapping.

2.1.5 Conduct field surveys as necessary to expand or fill in the existing ground-based topographic mapping to accommodate the roadway design.

2.1.6 Prepare new base map for design.

2.1.7 Locate geotechnical borings on base map.

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2.1.8 AMENDMENT 8 SCOPE. Field Surveys and Topographic Mapping

Since the project was initiated over 10 years ago and there has been a fair amount of private and public work implemented in the work area since that time consequently, project control used in the development of the project may have been destroyed. Additional survey and control by MNS are required and needs to be confirmed or reset prior to construction

LIST OF DELIVERABLES:

- ✓ Re-establish and reset project control at the site

2.2 AMENDMENT 3 SCOPE. The additional work for topographic mapping is the largest component of additional survey work. This includes a substantial increase in the areas to be mapped as compared to the original areas contemplated.

Additional work is needed on Kellogg and Dearborn Avenues, Ward Drive, Highway 217, and additional effort to map storm drain and sewer manholes including coordination with Goleta Sanitation District for opening locked manholes and damaged manholes. Survey buildings and trees and add to the expanded base map. Additional surface area is needed on the Fowler Street alignment for more detailed mapping. Detailed mapping of buildings, door widths, hardscape, paving, striping, and drainage features is required along the Ekwill Street alignment. Detailed tree location mapping is needed in the Pine Avenue area as well as staking to show the limits of anticipated construction. This work includes field and office time to provide updated base maps for all three locations (Ekwill, Fowler and Hollister).

Surveys for off-site biological remediation are needed. This work involves the coordination with environmental consultant and mapping of a potential off-site remediation area in the vicinity of Aero Camino and Hollister Ave.

Surveys for tree inventory are necessary. This work involves coordinating with the environmental consultant and processing tree locations and preparing tree inventory exhibits.

TASK 3: MATERIALS AND FOUNDATIONS REPORTS

3.1 GEOTECHNICAL STUDIES AND REPORTS. Consultant shall prepare a Materials and Foundations Report to support the design of the pavement structural sections, retaining walls and creek crossing structures (pre-cast arch culverts with natural bottom).

Report submittals shall be prepared in a format that is compatible with Caltrans design guidelines and reporting requirements for roadways and structures. A single Geotechnical Report that addresses geotechnical issues outside Caltrans right of way shall be prepared. A separate standalone Foundation Report shall be prepared for the retaining wall along the southbound off ramp for Caltrans review.

A location map showing proposed boring locations will be prepared, and the boring locations shall be marked in the field and underground service alert will be contacted.

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Proposed boring locations shall be checked against utility maps prior to marking in the field. Consultant shall obtain a permit from the City and Caltrans for field work that will be performed in the roadway.

The field exploration (borings) will be performed to obtain subsurface information for design of the roadway foundations. A tentative schedule for the field exploration program is summarized below:

Location	Field Exploration	Purpose
General Roadway	10 Borings to 10 feet	R-value samples, pavement design and culverts
Old San Jose Creek Bridges at Fowler Road and Ekwill Street	2 borings to 75 feet 2 CPT Soundings to 75 feet	Liquefaction, settlement, and foundation analyses for bridge foundations
SB Off ramp Retaining Wall	2 borings to 75 feet ±5 CPT Soundings to 75 feet	Liquefaction, settlement, and foundation analyses for retaining wall foundations and back slope area

The borings shall be drilled using a truck-mounted drill rig equipped with hollow stem augers. Borings will be sampled at approximately 5-foot intervals using standard penetration test (SPT) split spoon and modified California split spoon samplers. The borings shall be backfilled with the cuttings upon on the completion of drilling. Traffic control will be provided during for the field exploration work.

The field work shall include observation of existing drainage and concrete structures for obvious signs of corrosion, and near-surface soil samples will be obtained from proposed drainage improvement areas for corrosion testing in accordance with Caltrans test methods.

The geotechnical report specifically excludes the search for and evaluation of hazardous materials in soil, water, or air, including aerially deposited lead outside of Caltrans' right of way. In the event that hazardous materials are encountered during field exploration, Consultant shall promptly report the contamination to the City. Investigation for aerially deposited lead within the Caltrans right of way is described in Task 5.2.

Laboratory tests shall be performed on selected samples obtained from the field exploration program to assist in the characterization of the geotechnical engineering properties of the materials encountered. Tests shall be performed for soil classification, compaction, shear strength, consolidation, corrosion, and R-value.

Consultant shall prepare two draft reports for the project: a Geotechnical Report for the design of improvements on Ekwill and Fowler, and one for the retaining walls at the Hollister interchange for specific review by Caltrans. The draft reports will be submitted in Adobe portable document file (pdf) format for review by the City, Caltrans, and the design team. Hard copies of the draft report will be provided, if requested. Graphics showing the site location, locations of field explorations, and interpreted

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subsurface profile along the alignment(s) shall be submitted with the report. Field and laboratory data obtained from the geotechnical studies will be included in the reports. The reports shall contain professional opinions and recommendations regarding for the following:

- Slope inclinations for the design of cut and embankment slopes.
- Cuts and excavations associated with earthwork for the roadway approaches.
- Embankments including suitability of excavated materials for use as fill, moisture control, erosion control and drainage considerations, expansive soils, estimated settlement and special treatments to reduce settlement, if needed.
- Corrosion considerations for culverts and buried concrete structures (cement factors, pipe thickness, and need for coatings).
- Earthwork factors for onsite materials that are excavated and replaced as compacted fill.
- Structural sections for asphalt concrete pavements-based traffic indices provided to us.
- Site geology, faulting, and seismicity.
- Seismic design criteria for use with Caltrans design methods.
- Corrosion considerations for design of subsurface structures (minimum cement factors estimated in accordance with Caltrans guidelines).
- Suitable foundation types for the conditions encountered (such as spread footings, driven concrete, or steel piles, CISS, or CIDH piles).
- Specified tip elevation, settlement, and size for suitable deep foundation types and class of pile loading considered (up to 2 pile types can be considered).
- Lateral capacity of single pile foundations for free-head and fixed-head conditions based on p-y analysis.
- Pile spacing and group reduction factors for vertical and lateral loads.
- Lateral earth pressures, spring constants, and passive pressure resistance for abutment design.
- Special considerations for approach fill settlements: allowable slope inclinations, waiting periods, and need for monitoring; and
- Construction considerations: need for dewatering, pile driving, CIDH pile construction, adjacent structures, temporary excavations, and shoring.

Consultant shall prepare the log of test borings sheets for the retaining wall at the Hollister/217 interchange. The sheets shall be prepared on Caltrans standard plan sheets for log of test borings. A copy of the LOTB shall be submitted with the draft Geotechnical Report.

Upon receipt of written comments, the comments will be addressed and incorporated into the final Geotechnical Report and Log of Test Borings. Four (4) hard copies and one Adobe portable document file (pdf) copy of the final report shall be submitted.

3.2 AMENDMENT 3 SCOPE. Additional work and cost are required for the acquisition of permits for exploratory drilling. Also, the cost of drilling is affected by having to reschedule work around the local business access needs.

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Additional work is needed to provide recommendations and reporting for a soil nail wall along the 217 southbound off ramp. This wall is needed to support mainline SR 217 along the off-ramp to improve the roundabout approach geometry at the base of the off-ramp. The original scope of services assumed this would be a conventional gravity type wall, but the wall type was changed to soil nail after a value analysis of the original concept. Design of a soil nailed wall requires more extensive evaluations and analyses. The geotechnical engineering includes input regarding nail size, length, and spacing for different wall height ranges.

- Summary of subsurface soil and groundwater conditions along the proposed soil nailed wall alignment.
- Evaluation of geological hazards consisting of faulting and ground rupture potential, strong ground shaking and peak horizontal ground acceleration for liquefaction potential, seismic settlement, and a qualitative evaluation of lateral spreading hazards.
- Development of an ARS curve in accordance with Caltrans seismic design criteria.
- Development of up to 4 subsurface cross sections considered representative of changing wall heights and/or subsurface conditions.
- Evaluations of those representative cross sections with soil nailed reinforcement to achieve static and seismic slope stability.
- Recommendations for soil nail size, lengths and spacing required to support the vertical wall.
- Coordination with the design team to develop construction plans and details for the soil nailed wall.
- Discussion of corrosion potential and construction considerations; and
- Preparation of submittals with structure design calculation supporting the recommendations and independent design check calculations in accordance with Caltrans procedures.
- Preparation of a standalone Draft and Final Geotechnical Design Report for the proposed soil nailed wall at the southbound off-ramp of SR 217 at Hollister Avenue.

3.3 AMENDMENT 9 SCOPE - RESPONSE TO CALTRANS COMMENTS

This task includes responding to late comments received from Caltrans on the Soil Nail wall from the Caltrans geotechnical functional unit. The task includes an updated Geotechnical Report.

LIST OF DELIVERABLES

- ✓ Draft and Final Geotechnical Report (Fowler-Ekwill)
- ✓ Draft and Final Foundation Report (SB Off Ramp Retaining Wall)
- ✓ Four (4) Log of Test Borings Sheets
- ✓ Geotechnical design report for design of a soil nail wall in accordance with Caltrans guidelines

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TASK 4: DRAINAGE REPORT

Consultant shall provide drainage analysis and overall drainage coordination for the project. This task involves understanding the hydrology and hydraulics of the area as well as local drainage issues.

4.1 DRAINAGE REPORT. Consultant shall prepare a report addressing the hydrology, hydraulic and drainage impacts of the project. Calculations and sketches of existing and proposed hydraulic structures shall be included in the report. The fact that the project crosses several different jurisdictions makes the development and completion of the drainage report more complicated than typical. Consultant shall provide a drainage report acceptable to the oversight agencies. There may be 4 different agencies providing oversight and/or approval of the document and plans, including:

- City of Goleta: City of Goleta storm water management plan and storm water pollution prevention guidelines will be used to develop the analysis and report.
- City of Santa Barbara: Portions of the work along Fairview Avenue and the Fowler Road roundabout are within City of Santa Barbara purview and require using City of Santa Barbara storm water management program standards and methodology. Storm water issues in these areas will need to be permitted through the City of Santa Barbara.
- County of Santa Barbara: Small portions of the Fowler Road roundabout and the northbound SR217 off ramp at Hollister Avenue may impact County of Santa Barbara jurisdiction. If this is indeed the case, storm water issues in these areas may need to be addressed in accordance with the County of Santa Barbara storm water management program.
- Caltrans: The SR217 off/on ramps at Hollister Avenue are also under Caltrans jurisdiction. Caltrans standards and methodology will be used for this area.

Likewise, these local agencies will also require that storm water quantity and quality project components be permitted through their departments under their plans/programs.

4.1.1 AMENDMENT 9 SCOPE DRAINAGE REPORT

This work includes additional MNA and storm water work requested by Caltrans and includes an updated Drainage Report for Hollister Avenue

4.2 STORM WATER QUALITY. Storm water quality is a major component of any project that disturbs over one (1) acre of land. Water pollution elimination requirements and water quality expectations are continually evolving and becoming stringent with the review and approval processes becoming more rigorous. This is more complicated for this project due to varying and sometimes overlapping jurisdiction in regard to storm water quality. For this task, Consultant shall focus on three results:

- Design Recommendations & Review: Consultant shall provide drainage recommendations to the roadway engineers and will review the drainage plans

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for compatibility and conformance to the drainage report and the drainage needs.

- Permitting: Consultant shall prepare storm water permit applications and shepherd them through the various local agency processes.
- Water Pollution Control Plans: Consultant shall prepare water pollution control plan and specifications for contract documentation plan set.

4.2.1 AMENDMENT 9 SCOPE STORM WATER QUALITY

This work includes revisions to the stormwater retention calculations for the CITY to account for removal of stormwater retention facilities within Caltrans jurisdiction on Hollister Avenue.

4.3 AMENDMENT 4 SCOPE. STORM WATER QUALITY. The California Regional Water Quality Control Board has adopted new regulations for post-construction storm water treatment that were not assumed in the original scope of work. This additional effort is necessary to redesign the entire project to ensure the project retains and treats runoff prior to flowing into the receiving bodies of water (San Jose Creek, Old San Jose Creek or San Pedro Creek).

4.4 AMENDMENT 8 SCOPE. Additional Drainage and Stormwater Work

This work includes the addition extensive coordination and design changes between Caltrans and the Regional Water Quality Control Board which will require revisions to the Roadway Drainage Report, Storm Water Data Report, and Post-Construction Requirement (PCR) calculations and exhibits for the Water Quality Certification application.

LIST OF DELIVERABLES

- ✓ Meeting minutes
- ✓ Revised PS&E updates
- ✓ Updated Roadway Drainage Report
- ✓ Updated Storm Water Data Report
- ✓ Updated PCR Calculations for Water Quality Certification application

4.5 AMENDMENT 10 SCOPE. STORM DRAIN SYSTEM MODIFICATIONS

Revise storm drain systems per City comments, including clarifications and details that should have been included in the final submittal (prior to the pre-advertisement submittal), revising the drainage sheets, and adding utility crossings to the drainage profiles.

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TASK 5: AERIAL DEPOPSITED LEAD STUDY

5.1 AERIALLY DEPOSITED LEAD TESTING. This task provides for testing for aerially deposited lead within Caltrans right of way. Geocon shall perform the sampling and testing under the direction of consultant. Geocon shall perform the following tasks:

- Prepare Health and Safety Plan.
- Prepare a workplan for Caltrans approval.
- Field Activities:
  - Advance up to 24 hand-auger borings at proposed ramp modification location
  - Collect four soil samples per boring at depths of 0, 0.5, 1, and 2 ft (total 96 samples)
- Laboratory Analyses:
  - 80 soil samples for Total Lead
  - 16 soil samples for CAM17 Metals
  - Up to 45 soil samples for Soluble (WET, DI-WET, or TCLP) Lead

LIST OF DELIVERABLES

- ✓ Draft Site Investigation Report
- ✓ Final Site Investigation Report

TASK 6: PERMITTING

6.1 PERMITTING SUPPORT. Under the direction of Consultant, URS Corporation (URS) shall provide the work required to support the permit application process. The following scope of work describes the technical approach and methodology and lists deliverables.

Permitting-related tasks shall begin as soon as possible in 2012 to support a 2014 construction start date. The permitting scope of services is written according to the permits required. The first four permits are as follows:

PERMIT 1 COE SECTION 404 PERMIT

PERMIT 2 SECTION 7 CONSULTATION (FHWA)

PERMIT 3 CCRWQCB SECTION 401 CERTIFICATION PERMIT

PERMIT 4 CDFG SECTION 1602 PERMIT

These four permits and approvals are addressed together since the content of the permit applications is substantially similar, and each application requests that copies of the others be included as attachments. Identical submittal packages (on CD) containing the permit applications and all required attachments for submittal to all three agencies shall be prepared and submitted to the City. Section 7 consultation, which is required to obtain the Section 404 Permit, is also addressed in this section.

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The following authorizations are required due to the project's proposed impacts to jurisdictional waters and streambeds and are briefly described here:

PERMIT 1 AND PERMIT 2

SECTION 404 PERMIT. Authorization under Section 404 of the Clean Water Act (CWA) is required for activities involving a discharge of fill material into Waters of the U.S. and is administered by the COE. Because the project's impact to waters is minimal, streamlined authorization under Nationwide Permit (NWP) 14, which authorizes discharges for linear transportation projects, will be appropriate.

PERMIT 3

SECTION 401 WATER QUALITY CERTIFICATION. Section 401 of the CWA requires that an applicant for a federal permit to discharge fill material into Waters of the U.S. (such as a CWA Section 404 permit) must also obtain a state-issued certification that the discharge would not violate state water quality standards. In the project region, Section 401 Water Quality Certifications are issued by the Central Coast RWQCB.

PERMIT 4

CALIFORNIA FISH AND GAME CODE SECTION 1602 -- STREAMBED ALTERATION AGREEMENT. Under Section 1600 *et seq.* of the California Fish and Game Code, activities that would divert, obstruct, or substantially alter a streambed must be authorized through a Streambed Alteration Agreement from the CDFG. Permit applications to the COE, CCRQCB, and CDFG shall include (on CD) the project's Mitigation Plan, Final EIR, the Natural Environment Study (NES) and the NES Addendum, the Federal Highway Administration's (FWHA's) Section 7 consultation letter, and documentation that Section 106 consultation has been completed.

TASKS FOR PERMITS 1 - 4

6.1.1 PRE-APPLICATION MEETINGS AND SITE VISITS. The URS environmental project manager and environmental task leads shall attend a pre-application meeting/site visit at the City of Goleta with the COE and CDFG.

6.1.2 PREPARE COMPENSATORY MITIGATION PLAN. A Compensatory Mitigation Plan is required to accompany all Section 404 permit applications. To reduce redundancy and simplify the implementation phase of the project, URS shall integrate the Compensatory Mitigation Plan into the biological mitigation plan required by EIR Mitigation Measure NA-

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6.1.21 AMENDMENT 9 SCOPE - PERMITTING AND ENVIRONMENTAL COMPLAINCE.

The Consultant will continue coordination with the growing of native plant stock. Native plant stock is required for the restoration installation phase, which is a Construction Phase task that is not part of this proposed scope of work. Consultant has contracted with a nursery that has agreed to grow the native plants for the Project and requires a 40% deposit so that they may begin propagation. The remaining 60% will be due upon delivery and will be included as part of the City's general Construction Contractor's scope.

6.1.22 AMENDMENT 10 SCOPE - PREPARE SWPPP

Prepare a Storm Water Pollution Prevention Plan (SWPPP) for the project. 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.

LIST OF DELIVERABLES

- Draft and Final SWPPP

6.1.3 PROVIDE DOCUMENTATION THAT CALTRANS HAS COMPLETED NATIONAL HISTORIC PRESERVATION ACT SECTION 106 CONSULTATION. The COE 404 permit application will include documentation that Caltrans has completed Section 106 consultation with the California Office of Historic Preservation (OHP) in accordance with the January 1, 2004, *Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California.*

URS shall provide the COE with Caltrans and OHP correspondence to demonstrate that no further Section 106 consultation by the COE will be necessary. This correspondence will consist of the November 23, 2009, letter from Caltrans to the OHP and the April 19, 2010, letter from the OHP to Caltrans.

6.1.4 RESPONSES TO AGENCY COMMENTS. The COE, CDFG and/or the CCRWQCB may comment on the permit applications. For example, they may want to refine or modify measures in the project's Mitigation Plan. Under the direction of CONSULTANT, URS shall review all comments, coordinate with the City and CONSULTANT, and provide responses as directed.

6.1.5 AMENDMENT 4 SCOPE. PERMITS 1 THROUGH 4. Additional effort related to Permits 1 through 4 includes:

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- Potential changes to the Devereux Creek Restoration Plan as a result of butterfly habitat and habitat restoration beneath eucalyptus tree canopy.
- Potential changes in impact mitigation ratios. Currently the mitigation ratios are at 3:1 for permanent impacts and 2:1 for temporary. If these ratios are increased through permit conditions, a new or supplemental restoration site will be required to be designed.
- The path to obtaining Coastal Commission and Local CDP Permits will ultimately require a substantial amount of support activities to the City

LIST OF DELIVERABLES, PERMITS 1 - 4

URS shall prepare a single submittal package containing the following major deliverables:

- Mitigation Plan incorporating the Compensatory Mitigation Plan
- Completed Nationwide Section 404 Permit Checklist
- Completed Section 401 Water Quality Certification Application
- Completed Notification of Streambed Alteration Agreement
- Responses to agency comments, including revisions to the Mitigation Plan

PERMIT 5 CALIFORNIA COASTAL COMMISSION (CCC) COASTAL DEVELOPMENT PERMIT (CDP)

6.1.5 PRE-APPLICATION MEETING WITH CCC. The City may informally consult with CCC staff as early as possible and meet face-to-face with CCC's Ventura office staff. All communication with the CCC shall be through the City unless CONSULTANT is specifically directed by the City to contact the CCC. The City will inform CONSULTANT as to the discussions and comments from the CCC that affect the permit application.

6.1.6 ATTEND A SITE VISIT WITH CCC STAFF AND PROJECT BIOLOGISTS. The team lead biologist(s) shall attend a meeting with the City and CCC staff to present the adequacy of proposed mitigation measures, including mitigation ratios. The team biologist shall note feedback on impacts and mitigation measures, identify outstanding concerns and recommendations, and verify what the City wants to include in the CDP application. Consultant shall provide the City with the NES and Addendum, including the most current color set of relevant maps and figures, for transmittal to the CCC staff.

6.1.7 PREPARE A STAND-ALONE SUMMARY OF KEY CCC ISSUES OF CONCERN FOR INCLUSION IN THE CDP APPLICATION PACKAGE. The summary shall address issues brought up by CCC staff during the pre-application meeting and site visit. This summary will provide CCC staff with a summary version of the EIR and technical studies in order to accelerate the staff's understanding of the project and its impacts and mitigation measures. The summary shall include a simple table identifying where more detailed information can be found in the

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EIR and technical studies. The summary shall be delivered to the City for transmittal to the CCC.

6.1.8 PROVIDE TECHNICAL INPUTS TO SECTIONS OF THE CDP APPLICATION. The package shall include the EIR and key technical studies. Consultant shall provide technical inputs that relate to environmental issues with the CDP application.

6.1.9 PROVIDE TECHNICAL RESPONSES TO CCC STAFF COMMENTS ON THE CDP APPLICATION. The CCC shall provide a formal written response to the City's CDP application within 30 days indicating if the application is deemed complete. If deemed complete this task will not be needed. If it is not deemed complete, the CCC shall request additional information.

Consultant shall review the CCC completeness letter and provide the City with additional technical information, if needed. Consultant shall review CCC comments, outline responses, and identify responsible parties to address each comment. It is assumed that the City shall handle the direct communication and coordination with the CCC for the CDP.

6.1.10 REVIEW CCC STAFF REPORT AND ATTEND THE CCC PUBLIC HEARING. Once the application is deemed complete, CCC staff shall complete its analysis and issue a staff report. The staff report either would recommend conditions of approval or recommend project denial. Consultant shall review the staff report for inaccuracies or conditions of approval that may be problematic.

6.1.11 AMENDMENT 3 SCOPE. The scope of the work related to securing the CCC Permit has expanded enormously due to the requirements of the California Coastal Commission application review process. This scope has expanded well beyond the original scope and includes alignment studies that in turn have an effect on other tasks. Three firms are impacted by the permitting process: DHA, MNS and URS. The scope has expanded in the following ways:

Participation in multiple planning and strategy meetings and conference calls with the City and others.

Development of a new regulatory-based approach to assessing impacts to support the statement that the Project would not have an effect on coastal wetlands (By URS).

Technical inputs towards City submissions to the CCC, and participation in meetings with City staff and the CCC to discuss submissions (DHA, MNS and URS)

Conducted multiple GIS-based analyses and re-analyses of impacts of the project and design alternatives (DHA, MNS and URS)

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Conduct new comprehensive biological surveys and GIS mapping (by URS):

- New vegetation community mapping
- New native tree inventory
- New raptor surveys
- New delineations of jurisdictional waters

Prepare a new comprehensive 150-page Biological Resources Report in response to a request for information from the California Coastal Commission to the City of Goleta. As requested by the Coastal Commission, this report would presents the findings of new and updated project-wide biological surveys and studies that were conducted in 2013 and 2014, summarizes all previous surveys, and prepared new biological impact analyses and maps and figures. It would also include a comprehensive regulatory setting.

Conduct an additional breeding bird survey and floristic survey to be conducted in April 2014.

6.1.12 AMENDMENT 4 SCOPE. PERMIT 5. Additional effort related to Permit 5 includes extensive additional support activities such as exhibit preparation, condition compliance, and other technical support for the City related to securing the Coastal Permit through the Coastal Commission.

LIST OF DELIVERABLES – PERMIT 5

Consultant shall prepare:

- Memorandum documenting CCC comments made during the site visit and the pre-application meeting.
- Summary of key CCC issues and related project information that would be included with the CDP application.
- Environmentally related technical inputs to sections of the CDP application
- PowerPoint inputs (environmental data for a CCC presentation, if warranted)
- Written responses to CCC comments and data requests
- Written evaluation of recommended conditions of approval in the CCC staff report
- Biological Resources Report

PERMIT 6 CITY OF SANTA BARBARA COASTAL DEVELOPMENT PERMIT (CDP)

A CDP from the City of Santa Barbara will be required to develop the project. A portion of the proposed development is located within Santa Barbara's adopted Coastal Plan for the Airport and Goleta Slough. The CDP is a discretionary action requiring a public hearing and Planning Commission approval. Planning Commission approvals are appealable to the City Commission.

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Santa Barbara's CDP application process shall include:

- Complete a Master Application
- Complete the CDP Application
- Complete the Development Application Review Team (DART) Submittal Packet

The DART application shall include the following applicable components:

- A letter from the project applicant requesting a CDP for development of a roadway and associated improvements within the Old San Jose Creek riparian corridor, a description of the project components (Road width, bridge, lighting etc.), construction cut and fill and import and export, discussion of surrounding land uses, and, if requested, a visual aid submittal packet.
- An application packet that includes a CD with copies of the Final EIR and relevant technical studies.
- A summary of proposed demolition and construction activity (e.g., duration of proposed grading).
- The DART application requires inclusion of a project justification, detailing issues that remain to be resolved for the development of the project.
- Hydrology calculations will be required to show how site drainage is being transmitted through the property unless waived by the Public Works Engineering Division staff.

A total of ten (10) copies of the plans must be submitted according to the City's Project Plan Requirement's. Plan set size and content requirements are listed in the DART application. The DART process usually has a 30-day review process with City of Santa Barbara Staff. Should additional information be required before the application can be deemed complete, the application may be placed on hold until such information is provided.

TASKS ASSOCIATED WITH PERMIT 6

6.1.11 PRE-APPLICATION MEETING. Consultant shall attend a pre-submittal meeting with City of Santa Barbara staff to determine if DART application requirements can be streamlined because the project EIR has already undergone environmental review by the City of Santa Barbara staff.

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6.1.12 IDENTIFY RESOURCES, IMPACTS, MITIGATION MEASURES ON AIRPORT PROPERTY. Consultant shall develop a stand-alone summary of relevant portions of the FEIR, including environmental resources on Airport property, impacts, and mitigation measures using existing data, figures, and field mapping. City Staff shall coordinate and submit the Master Application, CDP, and DART applications to the City of Santa Barbara.

6.1.13 RESPONSE TO DATA REQUESTS. Consultant shall respond to comments and data requests as needed.

6.1.14 CITY OF SANTA BARBARA CDP SITE VISIT. The CONSULTANT environmental manager and lead biologist shall attend a site visit with the City of Santa Barbara staff and Planning Commissioners in support of the DART application.

6.1.15 REVIEW PRT STAFF REPORT PRIOR TO PLANNING COMMISSION. The PRT shall review project materials and issue a staff report to the City of Santa Barbara's Planning Commission. Consultant shall review the PRT staff report and identify any inaccuracies or problematic conditions of approval.

6.1.16 ATTEND CITY OF SANTA BARBARA PLANNING COMMISSION PUBLIC HEARING. CONSULTANT staff, as approved by the City, shall attend the City of Santa Barbara Planning Commission public hearing.

6.1.17 ARCHAEOLOGICAL STUDY ON AIRPORT PROPERTY (OPTIONAL TASK). The *Master Archaeological Resources Assessment for the Santa Barbara Municipal Airport* (2010) requires subsurface archaeological survey along the western portion of the Fowler Road Extension for any areas subject to deep construction impacts (>24-inches below ground surface). No archaeological investigation will be required if the project impacts are restricted to the upper 24-inches of the soil column.

This task is based on the assumption that future utilities may be placed in a four-foot-deep trench running along the Fowler Road Alternative. This study is described in the EIR as mitigation measure CUL-3.

Based on Figure 6-1 of the *Master Archaeological Resources Assessment for the Santa Barbara Municipal Airport* (2010), Consultant shall conduct subsurface archaeological testing along the Fowler Road Alternative from the west bank of Old San Jose Creek to the west side of the project roundabout along Fairview Avenue, a distance of approximately 120 meters. A qualified archaeologist shall conduct the backhoe testing project to determine if archaeological remains are present and, if present, are potentially intact. As required, excavations will be monitored by a Native American monitor. Six backhoe trenches spaced approximately at 20 m intervals will be excavated. It is assumed

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that subsurface testing can be limited to a depth of four feet below existing grade. The upper two feet will be excavated in one lift unless intact artifacts are noted. Excavations deeper than two feet would be excavated in 6-15-inch lifts. Trench spoils and sidewalls would be inspected for artifacts. Consultant shall obtain an encroachment permit from the City of Goleta, if needed.

Prior to fieldwork, an updated site record search will be conducted for the footprint of the Fowler Road Alternative. This record search would be limited to discovering any new data that has been recorded since the most recent Ekwill/Fowler record search was conducted.

Assuming no artifacts are found, a negative survey will be documented in a brief letter report that incorporates by reference the background information contained in the project's Archaeological Survey Report. Evidence of the new record search and a map of the subsurface survey location would be completed. The report will follow the City of Santa Barbara requirements.

LIST OF DELIVERABLES – PERMIT 6

- A summary of the project description, impacts on Airport property, and mitigation measures
- Master Application technical information
- CDP Application technical information
- Technical information memorandum for the Development Application Review Team (DART) Submittal Packet
- A CD or hard copy of all relevant technical studies (Final EIR, NES, Etc.)
- Written evaluation of recommended conditions of approval contained in the City of Santa Barbara's PRT staff report
- Phase 1 Subsurface Archaeological Survey Letter Report

PERMIT 7 SANTA BARBARA COUNTY AIR POLLUTION CONTROL DISTRICT (SBCAPCD) PERMIT OR EXEMPTION

6.1.18 Consultant shall provide the City with a memorandum identifying equipment usages for the project permit application.

LIST OF DELIVERABLES - PERMIT 7

- Technical memorandum

6.1.19 AMENDMENT 5 SCOPE. PERMITS 1 THROUGH 5. Additional effort related to Permits 1 through 5 includes:

DHA and subconsultant URS will make changes to the environmental documents as needed to initiate a NEPA revalidation, revise resource agency permits applications for

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all four permits (US Army Corps of Engineers – USACOE, California Dept of Fish and Wildlife, Regional Water Quality Control Board, California Coastal Commission), and revise the Compensatory Mitigation Plan. For the CEQA revisions, URS will if requested, prepare an addendum to the EIR, and update the applicable technical studies. In addition, DHA will continue with support for the Coastal Development Permit.

DHA will assist URS in completing the revisions to the environmental permits due to the Fowler Road revisions and provide URS with modified project impact limits (temporary and permanent impacts) that are needed to update the various permits.

DHA will provide assistance in completion and submittal of the Coastal Commission Coastal Development Permit. This work is anticipated to include revisions to various exhibits, as well as providing assistance with revisions to report narratives. A large portion of Task 16 involves DHA assisting URS in preparing the final response to RWQCB comments.

6.1.20 AMENDMENT 8 SCOPE. PERMITTING AND ENVIRONMENTAL COMPLIANCE This budget amendment request includes environmental and permitting related tasks needed to support the Project through January 2022, including permitting and project implementation, and compliance with biological measures. These tasks are supplemental to those environmental services already under contract and are numbered accordingly.

- **Permitting and Project Implementation Support**
  - Rincon Task 2 Permitting Support, Project Management & Miscellaneous

    Rincon will continue to support the permitting effort by completing various new tasks that have been recently established. Rincon will prepare and submit the 2021 Regional Water Quality Control Board (RWQCB) annual report. Rincon will continue to support the California Coastal Commission (CCC) plan check process by providing information to the CCC on the 2016 and 2019 Biological Mitigation and Monitoring Plans via email and team meetings. Rincon will prepare a permit extension request for California Department of Fish and Wildlife (CDFW) by October 2021 as the Streambed Alteration Agreement is set to expire on December 1, 2021.

    The Rincon team is dedicated to providing excellent quality, client-oriented environmental consulting services throughout this proposed scope of work. Rincon will continue to attend regular meetings with the Project team, provide status reports on issues that may arise, and continue with active project management of staff to ensure that project schedule and budget are maintained are all a part of Rincon's commitment for the duration of this scope. This task includes biweekly team meetings from

    July 2021 through February 2022, team communications, and various tracking activities throughout implementation and completion of this scope of work. In addition, this task includes all clerical work and production of all submittals.

    Additionally, this task includes permitting efforts not yet known, such as providing additional information requested by the agencies or assisting with

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further agency coordination efforts that may be required prior to construction. If a task requested by the agencies exceeds the allotted budget due to size or complexity, a separate scope and budget may be warranted.

Assumptions

- Up to two meetings with the CCC will be attended by Ms. Julie Love via teleconference.

▫ Rincon Task 4 Native Plant Stock Coordination

Rincon will continue to coordinate the growing of native plant stock. Native plant stock is required for the restoration installation phase, which is a future task that is not part of this proposed scope of work. Santa Barbara Natives, the native nursery who has agreed to grow the native plants for the Project, requires a 40% deposit at this time so that they may begin propagation. The remaining 60% will be due upon delivery and will be included as part of the City's general Contractor's scope. Please note that the trees required for the project must be 5-gallon size, some of which take up to two years to grow.

Rincon Task 5 Permitting Support, Project Management & Miscellaneous

Rincon will continue to support the permitting effort by completing various new tasks that have been recently established by the permitting agencies.

Restoration Contractor Support

Consultant shall support the preparation of the construction bid package. Consultant will provide a scope of work for the Restoration Contractor to be included as part of the package to inform the bidding process on mitigation implementation at Ekwill Street, Fowler Road and Ellwood Mesa. The Restoration Contractor scope of work will include all pertinent information needed for bidding, such as a description of the mitigation approach by site, maps, and a breakdown of costs to be expected, i.e., the purchase of native plant stock. Rincon will also review the engineering sheets from the 95% submittal which show the mitigation sites to ensure the mitigation design is accurately shown.

LIST OF DELIVERABLES

- Restoration contractor's scope of work

Biological Compliance Measures

(a) Biological Compliance Measures

This cost estimate and scope covers biological compliance measures and surveys that are required to be conducted prior to the start of construction in accordance with the *Ekwill Street and Fowler Road Extensions Project EIR* (EIR) and the various permits

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obtained for the Project, including the California Coastal Commission (CCC) Coastal Development Permit (CDP) No. 4-17-0264, California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement (SAA) No. 1600-2014-0138-R5, Central Coast Regional Water Quality Control Board (RWQCB) Water Quality Certification (WQC) No. 34214WQ08, and the U.S. Army Corps of Engineers (Corps) Nationwide Permit Verification (NWP) No. SPL-2014-00509.

We understand the work to be performed during this period involves tree removal and general site preparation prior to the start of construction and hiring of a general contractor. This cost estimate does not include coordination with the general contractor or surveys and monitoring that would need to be completed immediately before and during construction (e.g., continual nesting bird surveys), which Rincon will provide under a scope of work directly to the general contractor.

It is our understanding that construction would begin in February 2022 and end in December 2024, and that Ekwill Street and Fowler Road will be built first, followed by the Hollister Avenue improvements and Hollister Avenue Bridge. This scope of work covers pre-construction tasks only to be performed roughly between September 2021 and January 2022 in preparation for tree removal ahead of project construction. Rincon understands that tree removal may begin as early as October 2021 and may likely occur as late as December 2021 or January 2022. We assume that any tasks initiated after this scope of work ends in January 2022 would be provided under a separate scope of work directly with the general contractor (e.g., continual nesting bird surveys).

The following scope of work is organized based on requirements outlined in the EIR and natural resource agency permits. The work windows established for the Project's pre-construction surveys and construction monitoring per the EIR and permits, which were used to inform the scope of work below and establish a schedule of required activities (Attachment 1).

(i) Rincon Task 7.1 Project Environmental Coordination and Management Tasks (NewTask)

This task is for general project environmental coordinator (PEC) responsibilities, project management, pre-construction survey kick-off coordination and meetings, general tracking of and initial set up of project compliance measures, agency coordination, and staff approvals. This task involves management of all pre-construction compliance tasks (outlined herein), organization of a field compliance binder with all relevant measures complied to be kept on the project site during all work activities, and coordination with the City and necessary coordination with the resource agencies over the course of the pre- construction phase. This task also includes quality assurance reviews of daily monitoring logs, reports, and other deliverables by principal and senior level staff, as well as administrative staff support for account management. This task assumes the following:

Assumptions

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- PEC coordination of project compliance measures for pre-construction activities for September 2021 through January 2022 (5 months)
- Kick-off meeting with City and environmental compliance staff to understand pre-construction project requirements and work boundaries
- Preparation and submittal to City of Pre-construction Environmental Compliance Checklist
- Preparation and submittal to City of Worker Environmental Awareness Program training materials
- Environmental compliance training for monitoring and survey staff
- Preparation of staff resume/qualifications package for submittal to agencies
- 5-day pre-project agency notification and one meeting with agency staff to discuss environmental compliance
- General email coordination with City and agencies and general coordination of tasks and schedule
- This task includes agency coordination; however, it does not include extensive agency coordination should a state or federally listed species be encountered during pre-construction surveys, such as federal Endangered Species Act Section 7 consultation. If a task requested by the agencies exceeds the allotted budget due to size or complexity, a separate scope and budget may be warranted.

(ii) Rincon Task 7.2 Pre-construction Surveys (New Task)

The following sub-tasks are for required pre-construction surveys based on the Project EIR mitigation measures and agency permit conditions. The scope provided is for pre-construction surveys and documentation to determine if sensitive biological resources are present in the project vicinity and to determine the appropriate avoidance measures to implement during pre-construction site preparation and construction activities. Rincon assumes a time frame of September 2021 through January 2022 for these tasks.

(iii) Rincon Task 7.2.1 30-Day Pre-construction Surveys

In accordance with CDP condition 5, Rincon qualified biologists will conduct pre-construction wildlife clearance surveys within 30 calendar days prior to approved construction activities to detect any active sensitive species, reproductive behavior, and late nesting activity within 500 feet of the project site.

Rincon will include the findings (including negative findings) of pre-construction wildlife clearance surveys in a report to be submitted to the City and regulatory agencies (as

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required by pending permits). The report will document observations of wildlife observed during all pre-construction surveys. Based on CDFW requirements for similar projects, if a special status plant or wildlife species is observed, we will prepare a protection plan and California Natural Diversity Database form for that species in addition to this report under a separate scope of work.

Assumptions

- We assume a single pre-construction survey effort will be needed to ensure timely completion of the survey prior to tree removal at all three road segments and to plan for any avoidance measures that might be required prior to the initial construction phase.
- Two staff will perform the survey.
- The survey is planned for eight hours, including travel and mobilization time.
- We assume no special status species will be detected on the project site and no follow up agency consultation or permitting will be required.
- If late nesting birds are observed, the Nesting Bird Management Plan will be implemented.
- One report will be prepared to summarize the results of the surveys.
- We assume minimal comment and revision will be needed on the report.
- Any agency consultation support that may be needed in the event that a state or federally listed is identified would be covered under a separate scope of work.

(iv) Rincon Task 7.2.2 Biological Monitoring and Installation of ESHA Fencing

In accordance with EIR Mitigation Measure *NA-1: Protection and Replacement of Riparian Habitat*, CDFW SAA Section 2.13 and 2.21, and CDP Condition 5E, a biological monitor will be present on the project site during vegetation removal to ensure that no sensitive species are present in the area. In addition, a minimization measure of the Tree Protection Plan, prepared as described under Task 3.4 below, will include the requirement that a biological monitor will be present during all tree removal activities.

The biological monitor will be experienced in identifying fauna that may be present in the vegetation that will be removed. Rincon will provide a biological monitor that will be pre-approved by the City to provide oversight of tree removal, implementation of tree protection measures, and tree monitoring during construction. The arborist, or a qualified biologist under direct supervision by the arborist, will monitor all work that will occur immediately adjacent to protected trees (i.e., generally any ground disturbing activity within 5-feet from the tree's dripline), including during tree removal, pruning,

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trimming, or root cutting that would occur prior to construction activities. Based on our familiarity with the project site, we assume that approximately 200 trees will be removed that would require the biological monitor/arborist to be present (a separate task to conduct a tree inventory update is provided below in Task 3.4).

In accordance with EIR Mitigation Measures *NA-1* and *WE-1: Avoid Environmentally Sensitive Habitat Areas*, as well as CDFW SAA sections 2.7, 2.11, 2.14 and 2.21 relating to environmentally sensitive habitat areas (ESHA), riparian vegetation within portions of the work area within the stream must be fenced and/or flagged to prevent inadvertent impacts during construction activities. Rincon staff will install exclusionary fencing between the project site and adjacent natural areas to prevent wildlife from moving into the construction zone. Exclusion fencing will consist of T-post, or similar material, with orange construction fence, or similar material, bound to it. Exclusion fence will be highly visible and will be approximately 4 feet tall. Maintenance of exclusion fending around protected trees and ESHA for the duration of the construction project will be a requirement of the Tree Protection Plan (see Task 3.4below). The biological monitor/arborist will oversee the installation of protection fencing around sensitive resources and will periodically inspect fencing to ensure it remains in good repair.

Assumptions

- Assumes one biologist will be on site during vegetation and/or tree removal activities to monitor for sensitive natural resources and compliance with avoidance measures.
- We have assumed a monitor day rate of $1,230, inclusive of travel and equipment direct costs.
- We assume tree and vegetation removal activities will require 10 days of monitoring. Any additional monitoring days required beyond 10 will be billed at the $1,230 daily rate.
- Workdays will be eight hours, with one additional hour for travel and mobilization.
- ESHA fencing will be installed prior to any ground disturbance and will be installed by Rincon staff. Materials required for fencing will be reimbursable to the project. If ground conditions are such that fence installation by hand is not possible, the area will be flagged with high-visibility fragging and will not be fenced.

(v) Rincon Task 7.2.3 Bat Surveys

In accordance with SAA Section 2.16, avoidance buffers and mitigation measures for protection of roosting bats must be established prior to project implementation and a biologist must conduct monitoring to determine if construction may impact a roosting colony. Rincon will conduct a pre- construction survey to determine whether active

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roosts of pallid bat (*Antrozous pallidus*) are present in the project vicinity, specifically within any trees that are located adjacent to the project site.

Within 14 days prior to the commencement of pre-construction activities, a daytime visual and nighttime fly-out acoustic survey for bats will be conducted. The daytime survey will consist of scanning adjacent trees and artificial structures for suitable roosting sights and searching the ground below for bat guano. Following the daytime survey, a nighttime emergence fly-out survey will be conducted to detect any bats that roosting in tree bark and tree cavities. The surveys will be conducted by two (2) biologists and will include trees and woodland areas located no more than 100 feet from the project site. To observe and/or record emerging bats, the nighttime emergence survey will occur for approximately 5 hours starting at one-hour prior to darkness.

Acoustic bat detection devices will be used during the nighttime survey to record the inaudible ultrasonic (echolocation) calls of emerging bats, including a Pettersson D240x and a Wildlife Acoustics EchoMeter Touch that uses Kaleidoscope Pro Analytics. These detection devices allow for a full- spectrum call analysis to be performed that will result in the identification of different species and their activities without handling individuals. In addition to the species data collected on site, the abiotic conditions will also be documented, including relative humidity, temperature, wind speed, and moon phase throughout the night.

In accordance with CDFW SAA Section 2.16, if roosting bats are observed, a Rincon biologist will establish an avoidance buffer and biological monitoring will be provided to document minimization measures and lack of impacts to the roosting colony during construction activities. If a bat roosting colony is present and cannot be avoided by project activities, Rincon can provide for an additional fee support in consultation with CDFW to determine the appropriate course of action.

Rincon will prepare a memorandum describing the methods and results of the bat survey. The memorandum will be submitted to the City within 5 business days following completion of the surveys.

Assumptions

- One daytime presence/absence visual survey and one nighttime fly-out observation survey using electronic bat detection equipment will be conducted.
- Assumes no bat roosting colony will be detected and no bat exclusion measures will be installed, or agency consultation will be required.
- Two Rincon qualified biologists will perform the daytime and nighttime surveys.
- Eight hours is assumed to conduct the daytime and nighttime survey, including travel time.

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- One memorandum report will be prepared and submitted within 5 business days.

(vi) Rincon Task 7.2.4 Monarch Butterfly Surveys

In accordance with Mitigation Measure *AN-4: Conduct Monarch Butterfly Surveys and Avoidance,* construction impacts to monarch butterflies will be avoided or minimized by performing site-specific surveys for roosting butterflies prior to removal of large eucalyptus trees. This includes along the Ekwill Street extension where there are moderate groves of eucalyptus trees that provide ESHA for monarch butterflies.

A qualified Rincon biologist will conduct a pre-construction survey for roosting monarchs in areas supporting suitable habitat throughout the project site, including a 100-foot buffer area, during the overwintering season (October 1 through March 1). A roost is determined by the presence of clusters of 10 or more monarch butterflies and avoidance measures will be established if roosts occur within 100 feet of the tree or vegetation removal activity areas. If needed based on time elapsed between the initial survey and the start of work activities, a second butterfly roost survey will be completed within 14 days prior to vegetation removal activities in or adjacent to the identified locations of roost habitat. Any additional surveys that may be needed can be provided for an additional fee.

The locations of any potential monarch roosting sites will be delineated on a graphic of the project site that will be included in a succinct survey report. The report will be prepared and submitted to the City within 5 business days following the completion of the survey.

Assumptions

- One preconstruction survey for rooting butterflies will be conducted during the overwintering season (beginning October 1 through the January contract period) in areas that are identified as roosting habitat.
- The cost provided here assumes no additional pre-construction survey will be required based on time elapsed between the initial survey and the start of activities.
- Surveys will include up to a 100-foot buffer from the limits of the project disturbance buffer.
- Two staff will perform each survey.
- Surveys are planned for eight hours each, including travel and mobilization time.
- If monarch butterflies are observed, the Species Protection Plan (see Task 3.3) will be implemented.
- If monarch butterflies occur in trees that cannot be avoided, for an additional

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fee Rincon can provide support in consultation with CDFW to determine the appropriate course of action.

- One memorandum report will be prepared to document the methods and results of the survey.

(vii) Rincon Task 7.3 Project Compliance Plans

The following plans are proposed in compliance with project mitigation measures under the MMRP and project permits (e.g., CDFW SAA Sec. 2.13, 2.18, and 2.19). Plans will vary in complexity depending on whether and to what extent sensitive natural resources are identified on the project.

(viii) Rincon Task 7.3.1 Nesting Bird Management Plan

Rincon will prepare a nesting bird management plan to address how to handle the occurrence of nests within the project impact footprint and buffer. The plan will discuss avoidance of impacts to nest, establishment of no-impact buffers, conditions under which buffer sized may be reduced to accommodate project activities and a discussion of how buffer reductions are to be handled in consultation with agencies. In cases in which buffer reduction would not be approved based on observed disturbance to the species, nest monitoring, and how project activities are to proceed to accommodate for nest avoidance will be outlined in the plan. The plan will include a table and graphics of all known nest locations, buffers, and disposition of nests (i.e., activity status), and will include procedures for ongoing monitoring and updating of nest disposition as relates to how it affects project activities.

Assumptions

- Assumes one round of review and response to comments from the City and relevant agencies.

- Assumes 4 hours of agency consulting support would be needed.

(ix) Rincon Task 7.3.2 Wildlife Relocation Plan

In accordance with SAA section 2.18, Rincon will prepare a Wildlife Relocation Plan (i.e., Relocation Out of Harm's Way Plan) for review and approval for non-listed species. The plan will consider the various life cycles of the species, species' needs for foraging, general habitat concerns, threats of predation, and any other relevant life and natural history concerns. As required, the plan will identify a minimum of two relocation site options.

The Wildlife Relocation plan will outline the methods and materials to be used to relocate species encountered and will provide instructions on proper handling and release of individuals at the relocation site. The plan will include procedures for documenting any captures and relocations for submittal to the City and relevant

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agencies, including a final project close our report for final documentation of all species captured and relocated.

Assumptions

- Assumes one round of review and response to comments for the City and relevant agencies.
- Assumed 4 hours of agency consulting support would be needed.

(x) Rincon Task 7.3.3 Species Protection Plan

Per SAA section 2.19, Rincon will develop and submit a Species Protection Plan for CDFW approval for any sensitive or rare species known to occur or discovered during pre-construction surveys. As required by the SAA, the plan will be submitted to CDFW at least 60 days prior to Project initiation/impacts. The timing of submittal of the species protection plan will require the plan to be prepared before surveys are completed. As such, potential for species occurrence will be considered when determining which species should be included in the protection plan. The plan shall include avoidance and minimization measures as well as mitigation measures to offset any permanent or temporary impacts to species and/or their habitat. If relocation of individuals or creation of habitat is required, the plan will consider the timing constraints and Project implementation constraints needed for the salvage and/or capture of individuals for relocation.

Assumptions

- Rincon will support the City in as-needed consulting with CDFW to develop and submit a Species Protection Plan for approval for any sensitive or rare species known to occur or discovered during pre-Project or Project surveys. We assume up to 8 hours of agency consulting support would be needed.
- If relocation of individuals or creation of habitat is required, the plan will account for the timing constraints and project implementation constraints needed for the salvage and/or capture of individuals for relocation. Relocation approach will be addressed under the Wildlife Relocation Plan (see Task 3.2).
- Assumes one round of review and response to comments from the City and relevant agencies.

(xi) Rincon Task 7.3.4 Tree Inventory Update and Protection Plan

In accordance with EIR Mitigation Measure *NA-2*, a Tree Protection Plan must be submitted to resource agencies and the City for review prior to construction. Rincon will conduct an updated tree inventory and prepare an updated tree inventory report for the project that identifies protected trees that will be impacted prior to the initiation

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of construction. The updated tree inventory is required given the length of the elapsed since the initial tree inventory was completed (approx. 10 years).

All trees within the project footprint with diameter-at-breast-height (DBH) of 4 inches or greater will be mapped and tree condition and level of expected impact will be documented. A tree protection zone will be mapped and displayed on a graphic of the project site. The tree protection zone will be defined as the area within the tree dripline out to approximately 5-feet from the dripline to account for the tree's critical root zone.

The Tree Protection Plan will include detailed discussion of methods for tree removal, trimming of branches, and cutting of roots to prevent excessive damage to trees that are not to be removed. The plan will address how trees will be assessed for impact including potentially lethal impacts as well as impacts that could affect structural integrity. A tree inventory log will be prepared to track trees and provide ongoing updates regard tree disposition.

Assumptions

- Assumes one round of review and response to comments from the City.
- Assumes up to 4 hours of agency consulting support would be needed.

LIST OF DELIVERABLES

- Pre-Construction Survey Findings (Memorandums)
- Biological Monitoring
- Exclusionary Fencing Installation
- Nesting Bird Management Plan
- Wildlife Relocation Plan
- Species Protection Plan
- Tree Inventory Update and Protection Plan

▫ Task 8 Optional Services

For permitting efforts and project implementation support not yet known, such as additional studies requested by the agencies or further agency coordination efforts that may be required prior to construction, an optional services task has been included herein. The optional services task will only be used with prior written approval by prime Consultant. If a task requested by the agencies exceeds the allotted budget due to size or complexity, a separate scope and budget may be warranted.

LIST OF DELIVERABLES

- Permit coordination

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TASK 7: CITY OF SANTA BARBARA COORDINATION

7.1 CITY OF SANTA BARBARA DART COORDINATION. Consultant shall prepare project plans, technical specifications, and special provisions for review by the City of Santa Barbara Development Application Review Team (DART) at each submittal milestone. Comments received from the City shall be logged and responses to each comment will be prepared.

7.2 AMENDMENT 3 SCOPE. Coordination with the City of Santa Barbara has expanded to include alternatives analysis for the airport Runway Protection Zone. The task includes the preparation of a letter report to the airport for submission to the FAA.

TASK 8: 35% PS&E

8.1 CONCEPTUAL DESIGN. The conceptual design phase shall include approximately 35% complete design plans with typical sections. The plans will show the preliminary layout of roundabouts, proposed turn lanes, locations of utility poles, utility boxes, drainage culverts, etc. Proposed right-of-way acquisitions will be identified based on the need to accommodate additional traffic lanes and roadway widening, cut and fill slopes, utility relocations, retaining walls, precast arch culverts with natural bottoms, etc.

The Preliminary Design shall also include an analysis of vertical and horizontal curve transitions to the existing roadway profile and alignment and specific safety requirements, such as design speed and sight distance, and preliminary grading requirements for the roadway embankment. Evaluate and recommend potentially less costly alternatives where feasible.

At the conclusion of the 35% design phase, the consultant shall provide CAD files showing the required configuration of Hollister Avenue over San Jose Creek to the City's consultant responsible for the design of the replacement bridge, eliminating the need for a separate bike/pedestrian bridge upstream of the existing structure.

Consultant shall perform testing, calculations, and analysis necessary to achieve project goals according to City, Caltrans, and industry standards.

8.2 PREPARE CONCEPTUAL PLANS. The consultant shall produce conceptual plans at 1" = 20' scale. Additional information to be indicated at this stage will include the base map data from field survey and records research, facility sizes, roadway dimensions, and rights-of-way, and presenting plan, elevation, and section views of the proposed improvements along with all existing facilities.

8.3 PRELIMNARY COST ESTIMATE. Consultant shall prepare an initial construction cost estimate based on all anticipated construction items and estimated quantities from the general plan facility dimensions. Consultant shall revise and resubmit preliminary cost estimates as the project progresses at the 65%, 95% and Final stages.

8.4 SUBMIT 35% PLANS. Consultant shall perform quality control on all submittals.

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LIST OF DELIVERABLES

- See below

TASK 9: 65% PS&E

9.1 ROADWAY IMPROVEMENT PLANS. The design shall conform to requirements of the City of Goleta and the Caltrans LAPM.

The roadway improvement plans and striping and signing plan shall also be in accordance with the current Caltrans Standards and City of Goleta standard plans or standards approved by the City of Goleta Director of Public Works. Existing utilities shall be indicated in the plan view. These plans will be prepared at 1"=20' scale, on 24" x 36" improvement plan sheets, and will consist of:

- Detail/Typical Cross Section Sheets - include typical sections and other details as required.
- Roadway Improvement Plans - includes plans for the proposed roadway widening and associated improvements. Plans shall provide for roadway improvements in accordance with the City's recommendations. The roadway improvement plan shall consist of a plan and profile format that will also indicate the grading requirements in the plan. The construction drawings shall include all drainage and roadway structural details, slope revetment or lining, and design cross sections.
- Any new striping is to extend a minimum of 100 feet beyond the construction limits.
- Cross Sections - includes roadway cross sections based on the previously prepared field survey at 50-foot intervals showing the proposed roadway widening improvements. Cross sections are considered necessary to properly design the improvements and to establish the earthwork volumes and extent of construction or reconstruction beyond the existing right-of-way lines onto private property, where and if necessary. The cross sections and cut and fill quantities will be computer generated and will be included with the bid set.
- Special layout and construction details as required.
- Temporary traffic control and construction staging plans.
- Driveway profiles where work will extend beyond the public right-of-way limits. The profile shall be extended as required for a transition to the existing driveway.
- Retaining walls and precast arch culverts with natural bottoms.
- The Plans, Specifications, and Estimate must be prepared in accordance with Caltrans current CADD User's Manual, Plans Preparation Manual, and Caltrans practices, as well as conform to the City of Goleta's standards and practices.

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9.2 AMENDMENT 3 SCOPE. The existing scope is modified to include the additional work for alternatives analysis resulting from the Coastal Development process and optimization of the roundabout designs that greatly improve the operational characteristics of the project. Other redesign work is necessitated by the decision to replace the Hollister Avenue Bridge, which provides an opportunity to greatly improve the roadway geometry on Hollister Avenue.

9.3 AMENDMENT 4 SCOPE. The existing scope is modified to include the additional work for the Caltrans directed realignment and related redesign of the soil-nail retaining wall required at the southbound off-ramp of SR 217. Additional work is also required for design assessments related to the FAA recommendations regarding the Fowler Road encroachment into the Runway Protection Zone of the Santa Barbara Airport.

LIST OF DELIVERABLES

- See below

TASK 10: 95% PS&E

10.1 UPDATE ROADWAY PLANS. A submittal of 95% PS&E shall be made to the City. The submittal shall include the plans, specifications, and estimate. Five sets of 11x 17 plans with a set of special provisions and the Engineer's Estimate prepared for the 35% submittal shall be reviewed and updated as necessary. Consultant shall perform an independent QA/QC review of the 95% plans, specifications and estimate and incorporate appropriate revisions prior to submittal to the City. Specifications will be prepared in Microsoft Word and the estimate will be prepared in Microsoft Excel.

LIST OF DELIVERABLES

- Five (5) sets of the 95% Plans on 11" x 17"
- Five (5) hard copies of the special provisions
- One (1) electronic copy of the special provisions in Microsoft word format
- Five (5) hard copies of the updated combined "estimate of probable costs"
- One (1) electronic copy of the "estimate of probably costs" in excel format

Hollister Avenue/SR-217 Interchange Modifications,
Ekwill Street & Fowler Road Extensions
List of Anticipated Plan Sheets

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
T	1	Title Sheet	X	X	X	X
G	1	General Notes		X	X	X
CC	3	Construction Control plan		X	X	X

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Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
XS	1	Ekwill Street typical sections	X	X	X	X
	1	Kellogg Ave typical sections	X	X	X	X
	2	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps typical sections	X	X	X	X
	1	Fowler Road/Fairview Avenue typical sections	X	X	X	X
L	5	Ekwill Street roadway layout	X	X	X	X
	1	Pine Ave roadway layout	X	X	X	X
	1	Kellogg Avenue roadway layout	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway layout	X	X	X	X
	4	Fowler Road/Fairview Avenue roadway layout	X	X	X	X
P	5	Ekwill Street roadway profile	X	X	X	X
	1	Pine Ave roadway profile	X	X	X	X
	1	Kellogg Avenue roadway profile	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway profile	X	X	X	X
	4	Fowler Road/Fairview Avenue roadway profile	X	X	X	X
CD	3	ADA ramps, misc.		X	X	X
	5	Roundabout layout/grading		X	X	X
D	5	Ekwill Street drainage plan		X	X	X
	1	Kellogg Avenue drainage plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps drainage plan		X	X	X
	4	Fowler Road/Fairview Avenue drainage plan		X	X	X

Code	Quant	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
D	2	Old San Jose Creek culverts (assumed precast arches)		X	X	X
	6	Drainage profiles		X	X	X
	2	Drainage details		X	X	X
	4	Drainage quantities		X	X	X

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Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
WPC	5	Ekwill Street water pollution control plan		X	X	X
	1	Kellogg Avenue water pollution control plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps water pollution control plan		X	X	X
	4	Fowler Road/Fairview Avenue water pollution control plan		X	X	X
	2	Water Pollution Control details		X	X	X
	4	Water Pollution Control quantities		X	X	X
U	5	Ekwill Street utility plan	X	X	X	X
	1	Kellogg Avenue utility plan	X	X	X	X
	4	Fowler Road utility plan	X	X	X	X
	8	Hollister Avenue utility plan	X	X	X	X
SC	3	Ekwill Street RBA staging	X	X	X	X
	4	Hollister Ave RBA staging	X	X	X	X
	3	Fowler Road RBA staging	X	X	X	X
TH	4	Ekwill RBA traffic handling		X	X	X
	1	Kellogg Ave traffic handling		X	X	X
	12	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps traffic handling		X	X	X
	4	Fowler Road traffic Handling		X	X	X
PD/S	5	Ekwill pavement delineation & sign plan		X	X	X
	1	Kellogg pavement delineation & sign plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps pavement delineation & sign plan		X	X	X
	4	Fowler Road/Fairview Avenue pavement delineation & sign plan		X	X	X
	2	Pavement delineation & sign details		X	X	X
	4	Pavement delineation & sign quantities		X	X	X
PP/IP	5	Ekwill landscaping and irrigation plan	X	X	X	X

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Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
	1	Kellogg landscaping and irrigation plan	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps landscaping and irrigation plan	X	X	X	X
	4	Fowler Road/Fairview Avenue landscaping and irrigation plan	X	X	X	X
	2	Landscaping and irrigation details		X	X	X
Code	Quant	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
PP/IP	4	Landscaping and irrigation quantities		X	X	X
E	2	Hollister/Kellogg Traffic Signal Mod		X	X	X
	3	Street lighting plan and details		X	X	X
S	2	Pre-Cast Culvert Foundation Plans		X	X	X
	4	Retaining Wall Plans		X	X	X
	220	**TOTAL**				

10.2 AMENDMENT 3 SCOPE. The extra work in this phase is a continuation of the work resulting from the same issues in Task 9.1 for that portion of the work that had been advanced past the 65% level.

10.3 AMENDMENT 5 SCOPE. FOWLER ROAD.

The Fowler Road Extension Project was originally designed to extend out to Fairview Avenue on the west. Due external issues the City has directed DHA to reduce the project limits of Fowler Road to terminate at future Technology Drive. The project will follow the same horizontal alignment, with the addition of a knuckle at the Technology Drive intersection. The vertical profile design and roadway drainage design will need to be revised to best fit the new project layout. The revised drainage design will include re-grading the existing ditch out to Old San Jose Creek. This scope change will require revisions to the already well advanced 95% design for Fowler Road, including the modifications of many plan sheets specifications and estimate.

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10.4: AMENDMENT 5 SCOPE. ADDITIONAL SUBMITTAL TO CALTRANS.

The project was originally scoped for three submittals to the City during Final Design: 65%, 95%, and a Final Submittal. The original scope included a 65% PS&E submittal for Caltrans Local Assistance review. Caltrans is now requiring a draft of the final submittal, i.e., a 100% PS&E Submittal. This new submittal will include Caltrans design review of all three portions of the project: the Hollister Avenue/Route 217 Roundabouts, the Ekwill Street Extension, and the Fowler Road Extension.

10.5: AMENDMENT 7 SCOPE. REDESIGN OF ROUNDABOUITS ON HOLLISTER.

Redesign of the Hollister Avenue Roundabouts to comply with 2020 guidance.

10.6: AMENDMENT 7 SCOPE. PEER REVIEW.

Accommodation of design changes resulting from City of Goleta Independent Peer Review Team.

10.6: AMENDMENT 7 SCOPE. STREET LIGHT DESIGN.

Design modifications to accommodate City owned streetlights for Project.

10.7 AMENDMENT 8 SCOPE. 95% PS&E Revisions

These tasks are additional work and revisions to the 95% PS&E package, including:

1. External review comments – Revisions to the Plan and Special Provisions in response to the City Peer Review comments.
2. Yardi/UPS driveway details.
3. Winslow Development – coordination with City and impact to Ekwill Street design.
4. Specification updates to encompass all the permit conditions.
5. Meetings with Caltrans and exhibits prepared for the appraiser and property owner related to changes to access control along Ward Drive.
6. Incorporating requested changes to the Plans and Specifications as a result of the Regional Water Quality Control Board and Caltrans comments with regards to elimination of the storm water treatment areas within the State's right of way, and the related modifications to the storm drain design, planting plans, and hardscaping.
7. Responding to and incorporating additional comments from Caltrans traffic operations and design branches regarding roundabout geometrics and the Design Standard Decision Document.

LIST OF DELIVERABLES

- PS&E updates

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TASK 11: FINAL CONTRACT PACKAGE

11.1 ENGINEERS ESTIMATE. Consultant shall prepare an accurate and reliable Engineer's Estimate to be included in the bid documents. Consultant shall provide a construction quantity and cost estimate with each submittal of plans. The unit costs will be based upon the most current cost information for recent similar projects in the area compiled by the consultant. Consultant's final construction cost estimate will be based upon, and in agreement with, the final items of work with estimated quantities.

11.2 FINAL PROJECT PLANS. The design deliverables will include, but not be limited to: Providing final improvement Plans on Mylar ready for advertising and bidding, along with "camera-ready" Specifications (including appendixes), and a complete Engineer's Estimate, all wet seal stamped and signed by a licensed California Civil Engineer. Final plans shall be submitted on Mylar sheets 24" x 36" in size, to a 1"=20' horizontal scale. The final plans and specifications shall be delivered to, and become the property of, the City of Goleta.

The design and scope of services shall also include complete and detailed estimate of quantities; construction cost estimate; answers to all questions regarding the design during the design review process; review of the project site to ensure that the Plans are drawn correctly; and attendance at project related meetings.

11.3 CONSTRUCTION SCHEDULE. Consultant shall calculate the amount of liquidated damages and determine the length of time in working days for construction.

11.4 FINAL SPECIFICATIONS. The City will provide the consultant with its boilerplate Specifications and Technical Provisions in Microsoft Word format.

Consultant shall be responsible for compiling the Project Specifications which are to be based upon the latest Caltrans Standard Specifications and the latest Caltrans Standard Special Provisions shall be incorporated into the bid documents. Consultant shall provide a write up for the project specific scope of work in the Technical Specifications. The Specifications shall be signed and "wet sealed" by consultant's Civil Engineer registered in the State of California, which will constitute a certification that they are complete and ready for bidding purposes and awarding of a contract for construction of the improvements.

11.5 SUBMITTALS:

Consultant shall submit three (3) sets of bound copies of the design drawings, including cross-sections, with each submittal for checking by the City, along with the previous red lined submittal prints. The design drawings should be as complete, accurate, and error-free as possible before Plan checking is considered, in order to reduce the number of Plan checks required and related costs therefore to the City and Consultant. Each submittal is to include documentation of QC checks completed by consultant prior to submission for City review. Submittals shall be at the 35%, 65%, and 95% and Final design stages.

- Consultant shall submit three (3) sets of the contract specification documents with each submittal for checking by the City, along with the previous check

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prints. A disk in Microsoft Word format containing the final Contract Documents shall be submitted to the City.

- The design shall include new improvements within existing State right-of-way or right-of-way to be acquired by the Project that will become State-owned improvements upon final completion of the Project. Consultant's design shall therefore require the review and approval of Caltrans. This review process shall be in accordance with Caltrans procedures. Consultant shall prepare, submit, and coordinate with Caltrans all required PS&E documents through final approval of the design on behalf of the City. The City will review all PS&E documents prior to their submission to Caltrans.
- Prepare RE File and Materials Information Handbook.

11.6 AMENDMENT 8 SCOPE. Value Engineering; Reduce Overall Construction Costs/Scope Reductions

This task includes assessing and implementing changes to the PS&E in order to reduce the overall construction costs of the project includes assessment of design changes to the Ekwill Street crossing at Old San Jose Creek.

LIST OF DELIVERABLES

- Cost reduction matrix
- Revised PS&E changes for cost reduction

11.7 AMENDMENT 9 SCOPE. Revision to 95% PS&E.

Additional effort is required by Consultant to accommodate extensive Caltrans comments at the 95% PS&E. The additional effort includes:

- Consultant shall make design revisions to the Hollister Ave roundabouts and develop new design options for Ward Drive to accommodate an updated Roundabout Performance Check. Consultant. Consultant shall implement selected design option and make all necessary design changes to plan set and specifications. Consultant shall convert the roundabout performance check exhibits from AutoCAD to MicroStation (merged DGN) and update the Design Standard Decision Document (DSDD) to reflect the agreed upon Ward Drive design option
- Consultant shall prepare modifications to the Stage Construction, Traffic Handling, Traffic Management Plan, and Specifications, to accommodate two Caltrans two adjacent construction projects ongoing at the same time as the project. Consultant shall support the City's extensive public outreach prior to construction.
- Consultant shall accommodate Caltrans request to remove pervious concrete pavement and under-sidewalk drains along Hollister Avenue requiring additional drainage calculations, a new Caltrans drainage report, SWDR modifications, extensive plan and exhibit revisions, revisions to landscape/irrigation plans, and update to the Storm Water Management Plan.
- Consultant shall redesign Fowler Road and Ekwill Street to remove the use of previously designated Temporary Construction Easements (TCE's).

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- Consultant shall revise soil-nail retaining wall design at the SB Route 217 Off-Ramp per Caltrans review comments and make associated changes to the Specifications and cost estimate.
- Consultant shall revise the Mitigation Plans and Temporary Water Pollution Control Plans to accommodate requests from the California Coastal Commission.
- Consultant shall revise the landscaping plans along Hollister Avenue as a result of the removal of stormwater retention facilities.
- Consultant shall prepare Construction Staging Plans to show one stage per plan sheet.

11.8 AMENDMENT 10 SCOPE - Final PS&E Revisions

In general, this scope includes coordination and requested modifications to the Final PS&E and reports and include:

- Right of way modifications due to temporary construction easement and encroachment permit issues.
- Additional design related meetings with CITY for design review, utilities, and field review.
- The Ekwill Street detailed electrical design.
- Prepare additional potholing request exhibits.
- Prepare bus stop alternative exhibits on Hollister Avenue.
- Attend filed meeting project walk through and update design based on current field conditions.
- Prepare Fowler Road property conform options between Fowler Road and Technology Drive.
- Update Fowler Road right of way exhibits.
- Update utility plans and project plans due to utility changes.
- Revise intersection of Ekwill Street and Kellogg Way south to allow turning movements to and from the south leg of Kellogg Way.
- Revise bottomless culvert and wingwalls at Old San Jose Creek.
- Remove retaining wall in central island of roundabout at Pine Avenue.
- Revise bioretention areas to match changes to central island and under-sidewalk drain revisions along Ekwill Street.
- Revise drainage systems per CITY comments.
- Add slurry seal at Fairway and Kellogg Way
- Add removal sheets per City requirements.
- Add 2nd conduit for all electric system road crossings on Ekwill Street and Hollister Avenue.

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- Remove quantity sheets from plans.
- Specification changes to coordinate City standards and City boilerplate specifications.

LIST OF DELIVERABLES

- PS&E updates
- Exhibits and updates.

TASK 12: RIGHT OF WAY ENGINEERING

12.1 Right of way engineering tasks shall be performed primarily by MNS Engineering under the direction of consultant. This task is to prepare the required maps, legal descriptions, deeds, sketches, and back up data to support the right of way acquisition effort. The RW Engineering shall be performed per the Caltrans RW Manual. A Record of Survey shall be prepared for each of the three project locations as soon as the alignments are finalized. These maps will show the new roadway alignments and serve not only as a way to retrace the corridors in the future, but also to make the legal description process much less tedious and time-consuming. The maps will also show all property monuments recovered in the retracement process allowing for the preservation of those locations.

12.1.1 Consultant shall prepare records of survey for each project location and file with the County Recorder. Monuments shall be set to facilitate recovery of the alignments and to serve as initial, local project control for construction.

12.1.2 Consultant shall determine the precise areas needed for permanent and temporary easements and for areas of interagency transfer. It is anticipated that approximately 33 permanent (private and interagency combined) fee or easements and 20 temporary construction easements (including 2 possible staging areas not yet defined) will be required.

12.1.3 Consultant shall prepare appraisal maps for each of the three project locations identifying the parcel number, owner, type of easement, size of easement and remainder size. Parcel numbers for State R/W changes will receive State-designated number. Parcel numbers for City of Goleta shall be assigned distinct numbers related to assessor's numbers, property addresses or other suitable system.

12.1.4 Consultant shall provide updates to the existing project Right of Way Needs spreadsheet to accompany the appraisal map for appraisal and acquisition agents.

12.1.5 Consultant shall prepare legal descriptions for each parcel to be acquired for temporary or permanent use.

12.1.6 Consultant shall prepare legal descriptions for existing easements to be quitclaimed to the City or State (if any).

12.1.7 Consultant shall prepare legal description and sketch for abandonment of Kellogg Place for use by the City in the abandonment and conveyance process.

12.1.8 Consultant shall prepare sketches for all non-state related acquisitions.

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12.1.9 Consultant shall maintain separate parcel files for each acquisition containing information such as title reports, existing easements, descriptions of parcels to be acquired or relinquished, vesting deeds and basic parcel information.

12.1.10 Consultant shall coordinate with City of Goleta real property, City of Santa Barbara real property, Caltrans R/W, project engineer and appraisal and acquisition personnel and support them during the acquisition process.

12.1.11 Consultant shall prepare final R/W map for the Highway 217 corridor for filing by Caltrans.

12.2 Under the direction of consultant HJA shall obtain current updated preliminary title reports for the properties subject to acquisition.

12.3 AMENDMENT 3 SCOPE. Engineering for additional R/W work is needed:

The additional right of way work includes increasing the parcel requirements from an estimated 53 to an estimated 60 parcels. Several original parcels have been removed and replaced with right of entry permits, but still require the creation of the parcel legal descriptions. Several changes have been made to the alignments for Ekwill and Hollister, resulting in needs to change appraisal maps, legal descriptions, plats, and closures and to conduct the QA/QC for each change.

Research and review of prior rights information provided by Goleta Water District to aid in the City's evaluation of GWD claims. Preparation of a Prior Rights Report

Additional survey work related to RW for staking proposed right of way limits for several parcels.

Prior Rights Research and correspondence, and underlying fee determination for portions of Kellogg Way and Kellogg Ave that may be included in property swap.

Coordination, meetings, changes and preparation of plats, legal descriptions, closures, and review, signing and distribution for the additional parcels.

12.4 AMENDMENT 6 SCOPE. Revise right of way maps and legal descriptions to conform with the requirements by Caltrans.

12.5 AMENDMENT 8 SCOPE. Right of Way Engineering

This task includes work for Hamner, Jewell & Associates for appraisals, appraisal reviews, and acquisition work for denial of access rights added by Caltrans on AP# 071-140-064 (Giorgi) parcel, TCE extensions on parcels 071-130-081 (600 Pine Partners LLC) and 071-130-069 (BT-Oh LLC), as well as TCE extensions for Catalina Barber, Sanders Hotel, BT-Oh, LLC (UPS) and Kellogg LLC, and Caltrans Right of Way Certification support and processing of required RW items with Caltrans.

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LIST OF DELIVERABLES

- Appraisals and appraisal reviews
- Caltrans ROW Certification support

TASK 13: RIGHT OF WAY APPRAISALS

Consultant shall oversee and direct Hamner, Jewell & Associates (HJA) in the appraisal and acquisition of right of way for the project.

13.1 Under the direction of consultant, HJA shall obtain appraisals from a state licensed real estate appraiser, prepared in conformance with state laws and Caltrans guidelines, as required to set the basis of right of way purchase offers to private property owners by the City. All appraisals shall be submitted to the City for review and pre-approval prior to purchase offer presentations. If project funding requires formal third-party appraisal reviews, this proposal assumes Caltrans staff shall provide the required appraisal reviews. This scope does not include any appraisal of public lands held by City, County, County Flood Control, or State; it is assumed that appraisals will only be required for the acquisitions of private properties listed in Task 14.

13.2 AMENDMENT 3 SCOPE. The following parcels have been added since the original scope was prepared:

AP 071-130-062	Yardi/Torridan	This parcel was not on the original list but has been identified as requiring an acquisition. PTR and appraisal will be required. Entry coordination for project studies required.
AP 071-130-049	Goleta Business Park	This parcel was not on the contract list but has been identified as requiring an acquisition. PTR and appraisal are required.
AP 071-130-040	Towbes (TCP Pine)	PTR obtained for this parcel; access coordination for site studies performed. Additional permanent r/w acquisition sought. Appraisal may be required.
AP 071-140-053	Kunze	No PTR requested, TCE may be avoided however some coordination may be necessary in conjunction with driveway access.
AP 071-140-064	Giorgi	PTR requested for this out-of-scope parcel; evaluation support regarding Caltrans denial of access requirement.
AP 071-190-034	Kellogg Ave LLC	New TCE required for retaining wall construction; this parcel was not in the original contract scope of work. Assume TCE without an appraisal.

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AP 071-190-035	SYCAL Properties	Right of Entry for Driveway conform added/required
AP 071-170-061	Himelsein	Right of Entry for Driveway conform added/required
AP 071-170-062	See Family Trust	Right of Entry for Driveway conform added/required
AP 071-170-063	Antonucci	Right of Entry for Driveway conform added/required
AP 071-170-064	Antonucci	Right of Entry for Driveway conform added/required
AP 071-140-068	Catalina Barber	Right of Entry for Driveway conform added/required
AP 071-140-056	Bottiani	Right of Entry for Driveway conform added/required

13.3 AMENDMENT 6 SCOPE. UPDATE APPRAISALS.
Revise and update appraisals for parcels affected by the changes resulting from Caltrans requirements to keep the Ekwill Fowler Project independent for right of way work.

13.4 AMENDMENT 7 SCOPE. UPDATE TCE's.
Revise and update appraisals for Temporary Construction Easements (TCE's) throughout Project.

13.5 AMENDMENT 9 SCOPE. Right of Way Appraisals and TCE Extensions.
Consultant shall provide additional support for approval of access denial acquisition on Ward Drive and secure TCE extensions throughout the project.

TASK 14: RIGHT OF WAY ACQUISITION

Under the direction of consultant HJA shall prepare offer packages based upon the appraisals, for presentation to each involved property owner. Offer packages shall include an offer letter, Appraisal Summary Statement, proposed Acquisition Agreement, and Deed. Consultant shall present these documents for City review and pre-approval prior to presenting offers to property owners. Concurrently consultant shall seek Caltrans review and approval of the appraisals, prior to proceeding with making the purchase offers. If requested by the City, consultant shall have the limits of right of way acquisition staked in the field with lath and flagging to assist in visualizing the limits of the right of way being acquired. After offer presentation, consultant shall handle all follow up negotiations in pursuit of mutually acceptable amicable purchase agreements with each owner to finalize the property purchases. For any purchase efforts that do not culminate

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in mutually acceptable amicable agreements, consultant shall coordinate with City and, if appropriate, with the City Attorney's office in conjunction with any required Necessity Hearing scheduling. For those on which we reach final agreements, we would process all documents for necessary approvals and coordinate escrows, title insurance, and closings. This project shall also require a residential relocation. Consultant shall provide relocation assistance in conformance with the California Government Code and, if federal funding is involved, in accordance with the provisions of the federal Uniform Act. Relocation assistance shall include interviewing tenants, providing required noticing, conducting market surveys to set benefit levels and identify potential replacement sites, present the tenant with referrals to potential replacement housing options, provide moving bid coordination, claim preparation and processing, and payment distribution and payment receipt documentation. Consultant shall also prepare a Relocation Plan in advance of making the property purchase offers and triggering relocation eligibility. Consultant shall draft any required Right of Way Certification.

Following is the list of parcels included in this proposal:

Assessor's Parcel Number	Owner	Type of Acquisition
071-130-051, -006	Mauracher	Partial
071-170-080, -083, and -079	University Properties	Partial and Full
071-170-082	Winnikoff Trust	Partial
071-130-023	McPage Enterprises	Partial
071-151-011	McLeans Auto Body & Paint	Partial
071-140-067 and -068	Catalina Barber Corp	Full/Exchange
071-090-078	DLC Enterprises	Partial
071-090-036	Newland	Partial (+ Relocation)
071-090-007	Islay Investments	Partial
071-140-046	Bottiani	Partial/ Exchange
071-330-009	Jurkowitz Trust	Partial

14.1 AMENDMENT 3 SCOPE. The original scope of services is amended to provide:

An independent fee reviewer to comply with Caltrans review appraisal requirements. (Original scope assumed Caltrans would provide this service).

Due to timeline differentials with obtaining environmental clearances and funding, the Newland and Bottiani parcels now have different appraisal and offer descriptions.

Acquisition for the parcels listed under Task 13.2 above.

14.2 AMENDMENT 4 SCOPE. The original scope of services is amended to provide:

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- Additional effort related to unanticipated prolonged and complicated acquisition negotiations on several properties.
- Additional effort related to support services for the City's filing of a Resolution of Necessity for five parcels.
- Additional effort relayed to required revisions to existing appraisals for certain properties.

14.3 AMENDMENT 5 SCOPE. Due to the changes to the Fowler Road project, there is additional Right of Way work that must be completed. The new knuckle at the western end of Fowler Road at Technology Drive will require a small right of way acquisition as well as modifications to the Temporary Construction Easement at the same parcel. At this point in the project, the majority of the right of way work has been completed for the Fowler Road project, and escrow has closed for the Temporary Construction Easement. Additional work is therefore required to obtaining a Preliminary Title Report, Appraisal, and Acquisition. The additional effort includes work for subconsultant MNS for surveying to complete the appraisal map, and for subconsultant Hamner, Jewell & Associates to complete the appraisals and acquisition work.

14.4 AMENDMENT 6 SCOPE. Revise and update acquisition work for parcels affected by the changes resulting from Caltrans requirements to keep the Ekwill Fowler Project independent for right of way work. Extend the work required for ongoing negotiations with other parcels that have expanded into protracted negotiations.

TASK 15: UTILITY COORDINATION

Consultant shall provide utility coordination throughout the project in accordance with Chapter 13 of the Caltrans' Right of Way Manual as required. This task involves communicating the City's project to the utility owners within the project limits and working with them to complete their plans and relocations for those utilities that conflict with the proposed project. Anticipated work under this task is as follows:

15.1 VERIFY EXISTING UTILITIES: Collect available utility information and review the topographic base map in order to identify existing utilities. A utility base map shall be prepared and sent to utility owners for verification. Part of the verification process is to obtain additional utility information from the owners such as as-built record drawings and atlas sheets, as well as determining the facility's function.

Finally, the utility base map is revised using the utility owner provided items and information our team has developed over the course of the task.

- Utility Base Map: Prepare a utility base map to be used in conjunction with the topographic base map. Essentially, this base map documents the best available utility location information such as: USA markings; interpretation of as-built record drawings and utility atlas sheets; and pothole information.
- Utility Matrix: Prepare a utility matrix to organize and document in one location all the utility coordination activities including: owner; contact name, telephone,

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and facsimile numbers; mailing and physical addresses; email addresses; dates and methods of communication; description of effected utility; method of conflict resolution, if any; status of relocation plans, if any; etc.

This matrix is provided to the City and utility owners to provide a transparent understanding of all the utility locations, conflicts, and issues to all potentially affected stakeholders. For example, often cable TV and telephone facilities are carried on electric poles. Using the matrix, the cable TV/telephone representatives can get a clear understanding of the project impacts to poles which they are on, but over which they have little to no control over.

- Utility Letter A (Verification) Package: Letter, matrix and associated plans that outline the proposed design and right-of-way, and existing utilities as mapped in the field. This letter puts the utility owner on notice that the City is intending to construct a project that may affect their facilities.
- As-Built Record Drawings: A primary function of the Utility Letter A is to gather and incorporate into the utility base mapping any utility owner record drawings or other pertinent information.

15.2 POSITIVE IDENTIFICATION AND DETERMINATION OF LIABILITY: Prepare and execute a potholing plan to provide positive identification and location of utility facilities that may conflict with the project.

High-risk vs. low-risk utility facilities will also be identified.

- Potholing: Obtaining positive location information of underground utilities that may be in conflict with the proposed project improvements, and all high-risk utilities within the project limits. The potholes will be surveyed and added to the project topo maps. Since the exact number of potholes cannot be determined in advance, consultant has assumed approximately two full days of potholing activity will be needed.
- Utility Letter B (Request for Relocation Plans) Package: Letter, updated matrix and associated plans that identify potential utility conflicts and approximate relocation schedules. This is a formal coordination letter that identifies the relocation work and schedule required to complete the relocations. Packages shall be sent to all utility owners within the project limits – regardless of potential conflict or not – in order to provide transparency of all utility coordination.
- Relocation Parameters: Provide utility relocation parameters for utility owner relocations plans.

15.3 COORDINATE RELOCATION: Coordinate any and all modifications, changes, or relocations of existing underground and/or overhead utilities with respective utility companies. Where feasible, every effort shall be made to complete any and all modifications, changes, or relocations of existing underground and/or overhead utilities prior to construction.

Should the utility companies or the City decide to underground existing overhead utilities as part of the relocation, or desire the installation of conduits for future undergrounding

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or expansion of their facilities, Consultant shall work with the respective utility companies to incorporate their design into the plan set and assist in the development of cost sharing between the utility companies and the City in the utility relocation agreements for the additional cost of trenching, conduits, vaults, etc. associated with the undergrounding. The design of any "dry" utilities (overhead or underground) is not a part of this scope of work.

This scope of work assumes that the City shall prepare any utility relocation agreements.

Schedules and progress reports for utility efforts shall be prepared. Plans and cost estimates provided by the utility companies shall be reviewed and recommendations shall be made.

- Field Meetings: Attend field meetings with utility owner representatives.
- Utility Specifications: Prepare special provisions relating to utility coordination during construction including timing and duration of construction windows for utility relocations performed by owner's forces.
- Utility Plans: Finalize utility plans for contract documentation plan set.
- Utility "C" Letter (Notice to Owner) Package: Letter, updated matrix and final project plans that show location and elevation of existing utility and the proposed utility relocations. This letter satisfies the requirements in regard to utility conflicts.
- RE Pending File: The last step of this task is to provide documentation of the utility coordination effort for the City and the RE Pending file. This will provide the City with

15.4 AMENDMENT 3 SCOPE. Expanded utility coordination due to the presence of several mainline trunk utilities that run along Hollister Avenue. Utility relocation efforts for these facilities are going to require additional potholing (20 original vs. 60 now), along with intensive coordination to accomplish the staged construction on Hollister Avenue.

15.5 AMENDMENT 5 SCOPE. The utility coordination process has proven to be much more extensive than originally scoped. The level of coordination and utility design for the Hollister Avenue/Route 217 Roundabouts has proved to be more extensive than originally scoped and requires extension additional coordination with the Hollister Avenue Bridge project, as well. Amendment 5 addresses the additional work by DHA to complete the utility coordination for the project.

Temporary traffic signal staging plans have expanded to four stages of construction with multiple signal head moves for each stage. Consequently, DHA will secure a new electrical subconsultant (Y&C) to prepare up to an additional 18 plan sheets to accommodate the various stages of construction for the signals and streetlights.

15.6 AMENDMENT 6 SCOPE. Continue coordination with the owners of affected utilities. This coordination will be on-going throughout the remainder of the design

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project. The work includes coordinating final relocation plans with utility owners, and assisting the City with utility agreements, and preparing the final utility relocation letters. Upon receipt of comments on the 95% submittal package, facilitate a review session with the City to discuss review comments and resolve any conflicting comments.

Revise the plans to delete the Caltrans style lights and add custom streetlights in the City right of way. Modify technical special provisions to address City comments, changes to the plans, or unique revisions and coordinate them with the City boilerplate.

15.7 AMENDMENT 8 SCOPE. Additional Utility Coordination
MNS will continue to coordinate with the owners of effected utilities. This coordination will be ongoing throughout the remainder of the project. The work includes coordinating final relocation plans with DHA designers and utility owners, and assisting the City with utility agreements, and preparing the final utility relocation letters.

15.8 AMENDMENT 9 SCOPE. Additional Utility Coordination.
Consultant shall continue to coordinate with the owners of effected utilities. The work includes coordinating final relocation plans with and utility owners and overseeing/monitoring pre-construction relocations.

LIST OF DELIVERABLES

- Final utility relocation letters
- Utility Agreement Assistance

TASK 16: MITIGATION MONITORING PLAN

PERMIT CONDITONS SUMMARY TABLE AND PS&E INTEGRATION

16.1 PREPARE SUMMARY TABLE. Once permitting conditions have been finalized Consultant shall compile the Permit Conditions Summary Table, which is comprised of a list of mitigation measures and conditions of approval identified during environmental review and the permitting process. This would comply with Caltrans' Local Assistance Procedures Manual that requires the following be submitted to the District Local Assistance Engineer (DLAE):

> "The local agency shall develop a list of all mitigation as related to NEPA and provide it along with the technical reports and draft environmental document to the DLAE.
>
> The local agency shall certify that all required mitigation has been completed and/or is included in the Final Plans, Specifications and Estimate (PS&E), and that

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any required ongoing maintenance of mitigation is implemented (23 CFR Parts 635,771, and 772)."

This task will satisfy the Environmental Commitments Record as described in Section 39 of the Caltrans Standard Environmental Reference.

16.2 INTEGRATE ENVIRONMENTAL INFORMATION WITH PS&E DEVELOPMENT. The PS&E specifications sheets and final bid package shall incorporate inputs from the permitting process. The task would involve:

- Integrate mitigation measures into the PS&E.
- Prepare the Permit Conditions Summary Table and specifications.

16.3 MITIGATION PLAN. Consultant shall prepare a biological mitigation plan that fulfills all of the requirements of the City's EIR and provides the biological information needed to support the COE, CDFG, RWQCB, and CCC permit applications (as indicated in Task 6 Permitting). Integrate the compensatory mitigation plan into the biological mitigation and monitoring plan required by Mitigation Measure NA-1 in the EIR (herein referred to as the Mitigation Plan).

The Mitigation Plan shall comprise a biological mitigation and monitoring plan that incorporates all of the biological conditions related to construction of the project, including the "compensatory mitigation plan" required to obtain a section 404 permit from the COE. The plan shall include protection and replacement of habitats, streams, and wetlands, and measures for the protection of sensitive plants and animals, as described in the EIR. The compensatory mitigation plan shall include site selection information, a mitigation work plan and maintenance plan, performance standards and monitoring requirements, and long-term and adaptive management plans. The Mitigation Plan shall include the following components as identified and described in further detail in the EIR:

- Protection and replacement of riparian habitat
- Native tree inventory and protection plan
- Wetland habitat restoration
- Pre-construction floristic surveys and compensation
- Plant restoration
- Construction restrictions for riparian birds and raptors
- Construction zone housekeeping
- Maintenance restrictions
- Avoid/minimize impacts to least Bell's vireo

The following tasks shall be implemented in order to create the Mitigation Plan:

16.3.1 COMPENSATORY MITIGATION SITE SELECTION. Select specific sites for restoration, enhancement and/or creation required to complete the Mitigation Plan and obtain key

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permits. The City shall provide descriptions of potential available locations and acreage suitable for compensatory mitigation. Consultant shall make recommendations to the City regarding the locations for the compensatory mitigation site(s).

16.3.2 FIELD VISITS AND GROUND-TRUTH DATA. Conduct a field visit to verify biological resource information gathered during the preparation of the EIR is accurate and up to date. Map native trees for preparation of the native tree inventory and protection plan.

16.3.3 COORDINATE WITH LANDSCAPE ARCHITECT ON LANDSCAPE AND IRRIGATION PLANS AND SPECIFICATIONS. Provide a restoration biologist to provide input on landscape and irrigation plan drawings and specifications, including plant/seed layouts, palettes, and specifications.

16.3.4 PREPARE DRAFT MITIGATION MONITORING PLAN. Prepare a draft Mitigation Monitoring Plan. The Mitigation and Monitoring Plan will be coordinated with the project landscape plans. The restoration component of the mitigation plan shall include details on restoration locations and habitat types, plant/seed source, plant layouts and palettes, plant and seed installation methods, irrigation methods, restoration schedule, a description of the 5-year maintenance and monitoring program methods, and include the following performance standards:

- Native cover must be 70 percent after three years and retain 70 percent coverage by the end of the 5-year monitoring and maintenance period.
- Non-native invasive plants, excluding non-native grasses, must remain below 10 percent of total vegetation cover at all times.
- Vegetation must survive without supplemental irrigation for at least 2 years.
- No single species shall constitute more than 50 percent of the vegetative cover.
- Replacement plants shall be monitored for a minimum of 3 years to ensure successful establishment.
- The draft Mitigation Plan will be submitted electronically for review and approval by the resource agencies and Goleta.

16.3.5 PREPARE FINAL MITIGATION PLAN. Revise the Mitigation Plan based on comments from agencies and Goleta and prepare a final Mitigation Plan. Submit 10 copies of the final Mitigation Plan to the permitting agencies and Goleta on hard copies or CD as appropriate.

16.4 AMENDMENT 3 SCOPE. Identification of a potential mitigation site on the City of Santa Barbara Airport property along Hollister Avenue and preparation of a preliminary concept paper to facilitate Airport review and approval. Conduct all field surveys, mapping, and conceptual plan preparation for the mitigation sites, including the site on the Airport property.

16.5 AMENDMENT 5 SCOPE. DHA and URS will prepare the final response to RWQCB comments as related to the Mitigation Plan. URS will amend the Mitigation Plan to reflect the revised project impacts related to the reduction in scope of Fowler Road. The revised Mitigation Plan measures will be incorporated into the PS&E and into a revised Permit Conditions Summary Sheet.

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LIST OF DELIVERABLES

- Biological inputs for the landscape and irrigation plans
- Draft Mitigation Plan
- Final Mitigation Plan
- Draft Revised Mitigation Plan
- Final Revised Mitigation Plan

16.6 AMENDMENT 6 SCOPE. Permits 1 through 5. The following activities are needed for updating the environmental documents for the project:

1. Revised Biological Mitigation and Monitoring Plan. Work to be undertaken as part of this task includes, but is not limited to:

- Conduct field reconnaissance and desktop analysis to identify potentially suitable replacement mitigation site(s).
- Coordinate with the City to identify which replacement mitigation sites are suitable and acceptable.
- Prepare updated maps of the suitable mitigation sites illustrating proposed restoration efforts and existing constraints and prepare an associated fact sheet outlining the benefits of the revisions. The maps and fact sheet will be prepared for use by the Project team and the City for discussions with the agencies and the public.
- Participate in one meeting with the public for desktop and field review of the suitable mitigation sites.
- Revise the 2016 Biological Mitigation and Monitoring Plan once the mitigation sites have been agreed upon by all parties. Please note, only restoration-specific sections will be revised, and the remainder of the plan will remain as previously written.
- Coordinate agency submittal and approval of the revised Biological Mitigation and Monitoring Plan.
- Coordinate with Rincon Consultants on mitigation-specific aspects of the Environmental Impact Report Addendum. Rincon is conducting revisions to the addendum under a separate contract.

2. Environmental Enhancement and Mitigation Grant Program Assistance. Work to be undertaken as part of this task includes, but is not limited to:

- Provide information as needed for mitigation-specific items to City to be incorporated into the application.
- Review mitigation-specific text prepared by City.
- Revise the one previously prepared EEMP-specific GIS figure per updates to the mitigation sites as described above.

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16.7 AMENDMENT 7 SCOPE. SUPPORT TO DEFEND LEGAL CHALLENGE TO EIR ADDENDUM.
Provide support services to the City to defend lawsuit against the EIR Addendum and associated Bio-Mitigation Plan.

16.8 AMENDMENT 7 SCOPE. ACQUIRE NATIVE PLANTS FOR BIO-MITIGATION.
Implementation of plant and seed propagation plan for the Bio-Mitigation Plan with $23,360 deposit so that native plants from the project site can be grown in a nursery.

.

TASK 17: PROVIDE BIDDING AND CONSTRUCTION SUPPORT

17.1 Consultant shall interpret plans and specifications as required during the bidding process. Attend and participate in a pre-bid meeting with potential bidders. Consultant shall answer questions regarding the Technical Provisions and the design drawings during the bidding process.

This Amendment 5 request includes the time and effort for DHA to complete the extra submittal for Fowler Road and Hollister Avenue/Route 217, and for MNS to compete the extra submittal for Ekwill Street.

17.2 AMENDMENT 6 SCOPE. Consultant shall provide bid period support for the PS&E and associated construction package documents produced by the design team, including items added by earlier amendments. Task is clarified to be only bid period support. Design support during construction will be negotiated and authorized for the CON phase of the project.

17.3 AMENDMENT 8 SCOPE. Additional Bidding Support

This Amendment includes anticipated design support for MNS during the bidding phase.

17.4 AMENDMENT 9 SCOPE. Bidding & Construction Support.

Consultant shall provide design support during construction throughout construction phase of project.

TASK 18: AMENDMENT 5 SCOPE. ADDITIONAL REPORTS TO CALTRANS.

The project was originally scoped for submittals to City based on preparing standard engineering reports needed for the project. Caltrans requires additional reports to be prepared over and above the original scope. Now that the Caltrans involvement has changed to include the entire project oversight, not just the portion in State right of way,

these reports need to be prepared and submitted to Caltrans in their specific format for every segment of the project. The new reports include Design Exceptions, Storm Water Data Reports, and the Traffic Management Plan. This amendment request includes the

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additional work for DHA to prepare and submit these reports for Caltrans review, including the subsequent report revisions and responses to Caltrans comments.

19 AMENDMENT 9 SCOPE. PEER REVIEWS.
Consultant shall address Peer Review Comments from City independent design review consultant and from City Construction Management Consultant.

19.1 AMENDMENT 10 SCOPE - PEER REVIEWS
This task includes the additional time to address PEER Review Comments from the CITY to resolve and incorporate the PS&E changes.

CITY OF GOLETA RESPONSIBILITIES

- Provide basic criteria for project design, record drawings, and preprinted portions of the specifications.
- Provide copies of available pertinent City records, such as survey ties, benchmarks, road plans, and record maps the City knowingly has in its possession.
- Print and distribute final bid documents, unless requested as an additional service.
- Mediate with landowners for access to and provisions for consultant to enter upon private and public lands.
- Provide all other required services that cannot, by law, be performed by consultant.

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EXHIBIT B-9
SCHEDULE OF FEES

DEWBERRY ENGINEERING, INC, California Standard Hourly Billing Rate Schedule

DEWBERRY	HOURLY RATES				
PROFESSIONAL					
Principal	$385.00				
Architect I, II, III	$110.00	$125.00	$145.00		
Architect IV, V, VI	$165.00	$185.00	$205.00		
Architect VII, VIII, IX	$230.00	$250.00	$280.00		
Interior Designer I, II, III, IV	$110.00	$130.00	$145.00	$180.00	
Engineer I, II, III	$125.00	$150.00	$170.00		
Engineer IV, V, VI	$185.00	$215.00	$250.00		
Engineer VII, VIII, IX	$275.00	$305.00	$335.00		
Geographer/GIS I, II, III	$105.00	$115.00	$140.00		
Geographer/GIS IV, V, VI	$160.00	$180.00	$205.00		
Geographer/GIS VII, VIII, IX	$235.00	$275.00	$320.00		
Professional I, II, III	$115.00	$140.00	$165.00		
Professional IV, V, VI	$185.00	$210.00	$230.00		
Professional VII, VIII, IX	$260.00	$285.00	$320.00		
TECHNICAL					
Designer I, II, III	$120.00	$150.00	$175.00		
Designer IV, V, VI	$200.00	$220.00	$240.00		
CADD Technician I, II, III, IV, V	$90.00	$110.00	$130.00	$155.00	$195.00
Surveyor I, II, III	$75.00	$90.00	$110.00		
Surveyor IV, V, VI	$125.00	$140.00	$160.00		
Surveyor VII, VIII, IX	$175.00	$210.00	$260.00		
Technical I, II, III	$95.00	$115.00	$145.00		
Technical IV, V, VI	$155.00	$170.00	$200.00		
EMERGENCY MANAGEMENT					
Emergency Management I, II, III	$95.00	$120.00	$155.00		
Emergency Management IV, V, VI	$185.00	$240.00	$310.00		
CONSTRUCTION					
Construction Professional I, II, III	$140.00	$170.00	$205.00		
Construction Professional IV, V, VI, VII	$235.00	$265.00	$315.00	$350.00	
Inspector I, II, III	$95.00	$120.00	$155.00		
Inspector IV, V, VI, VII	$175.00	$200.00	$225.00	$265.00	
SURVEY FIELD CREWS					
Fully Equipt 1, 2, 3 Person Crews	$160.00	$195.00	$255.00		
With Laser Scanner 1, 2 Person	$215.00	$250.00			
ADMINISTRATION					
Admin Professional I, II, III, IV, V	$85.00	$105.00	$125.00	$160.00	$185.00
Non-Labor Direct Costs	Cost + 15%				

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AMENDMENT NO. 9
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DEWBERRY ENGINEERING

This **Amendment No. 9** to the Professional Design Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **DEWBERRY ENGINEERING, a New York Corporation** ("Consultant") dated August 7, 2012 ("Agreement," Agreement No. 2012-090) is made on this 21st day of March 2023.

SECTION A. RECITALS

1. This Agreement is for the professional design engineering, permitting, and right of way services in conjunction with the Ekwill Street and Fowler Road Extensions Project; and

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

3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed $4,832,070; and

4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of $1,011,697 for additional tasks; and

5. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2024; and

6. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2027; and

7. The Agreement currently provides in Exhibit A-8 entitled "Scope of Work" the complete and particular description of services; and

8. The parties desire to amend Exhibit A-8 by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit A-9; and

9. The Agreement currently provides in Exhibit B-7 entitled "Schedule of Fees" the hourly rates; and

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10. The parties desire to amend Exhibit B-7 of the Agreement to identify the new hourly rates, attached as “Exhibit B-8”; and

11. The Agreement did not provide for the Agreement or any amendments to be executed in counterparts by facsimile or electronic mail; and

12. The parties desire to amend the Agreement to allow for execution of the Agreement and amendments by facsimile and electronic mail in order to expedite the finalization of the agreements; and

13. The City Council approved this Amendment No. 9, on this 21st day of March 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 $1,011,697 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 $5,843,767 (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-7," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2027, 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 3 years to read in its entirety.

The term of this Agreement is from the date first written above to June 30, 2027, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

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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-8 "Scope of Work" with **Exhibit A-9 "Scope of Work"** attached hereto and incorporated herein.

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

Exhibit B-7 "Schedule of Fees" with **Exhibit B-8 "Schedule of Fees"** attached hereto and incorporated herein.

5. Section 49. <u>COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES</u>

of the Agreement is added to include counterparts and electronic/facsimile signatures as follows:

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.

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6. 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, City Manager
1AEBACAD159E4D7...
Robert Nisbet, City Manager

CONSULTANT

DocuSigned by:
Dennis Haglan, Dewberry
1811FBC74C7B4D8...
Dennis Haglan
Senior Vice President

ATTEST:

DocuSigned by:
Deborah Lopez
A3E09F3473CA47E...
City Clerk

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

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:
Winnie Cai
A1BF8F896161498...
Winnie Cai, Assistant City Attorney

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Exhibit A-9
Scope of Work
Dewberry Engineering
9002 – Ekwill Street and Fowler Road Extensions Project

TASK 1: MANAGEMENT

1.1 PROJECT MANAGEMENT

1.1.1 Consultant shall communicate regularly with City staff using telephone, fax, email, written correspondence, and face-to-face meetings as required throughout the term of the contract. Consultant shall prepare draft letters requesting right of entry into private parcels for surveys, geotechnical investigations and right of way purposes. These draft letters can be used by the City to cut and paste onto City letterhead for transmittal by the City to the affected property owners.

1.1.2 Consultant shall schedule, chair, and prepare meeting agendas and notes for Project Development Team (PDT) meetings. The agendas are to be submitted to the City for review prior to the meeting. The notes will be distributed to all attendees, everyone who was invited, and the City's Project Manager within five (5) working days after the meeting. The notes will include, but not be limited to, a list of attendees with phone numbers and email, a synopsis of discussion items, any pertinent information, decisions made, action items, and follow-up to action items. Up to 4 PDT meetings are anticipated for this task.

1.1.3 Consultant shall attend and present information, as required, at meetings with the City's Project Team, with stakeholder groups, or before the City Council.

1.1.4 Consultant shall monitor the quality of all deliverables, calculations, and other work products. Consultant shall follow our internal quality control procedures, including a documented peer review and constructability review.

1.1.5 Consultant shall develop and maintain a project schedule and shall provide the City with a monthly updated schedule that will be incorporated into the City's overall project schedule. The overall project schedule shall be maintained by the City.

1.2 RESEARCH RECORD INFORMATION. Consultant shall research existing record drawings, maps, and supplement with field surveying, as necessary, to determine existing conditions. Consultant shall provide a Report of Project Items based on the findings of this research and investigation of record information. The report, at a minimum, shall include, but not be limited to, the following:

- The report shall itemize the results of all research and investigation including cataloging the sources of information.
- Identify locations of potential conflicts or constraints that may impact the design of the project.
- Identify conflicts of potholed underground utilities and overhead improvements.

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- Identify right-of-way, easement, and environmental constraints.

1.3 AMENDMENT 3 SCOPE. PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for the oversight and day-to-day management of the project team. The additional work is primarily due to an extended project delivery schedule of over one year.

1.4 AMENDMENT 4 SCOPE. PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for the oversight and day-to-day management of the project team.

1.5 AMENDMENT 5 SCOPE. PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for the oversight and day-to-day management of the project team for an additional year in time. This increase in time is the consequence of the required revisions to the Fowler Road scope and related modification to permitting.

1.6 AMENDMENT 6 SCOPE. PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for oversight and day-to-day management of the project team for an additional 18 months. This extension is a consequence of the additional work related to environmental mitigation, permit application review periods and right of way negotiation duration.

1.7 AMENDMENT 7 SCOPE. PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for oversight and day-to-day management of the project team for an additional 6 months. This extension is a consequence of the additional work related to design, environmental mitigation and right of way.

1.8 AMENDMENT 8 SCOPE. PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for oversight and day-to-day management of the project team for an additional 10-12 months. This extension is a consequence of the additional work related to design, environmental mitigation and permitting, environmental pre-construction surveys, utility coordination, and right of way.

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1.9 AMENDMENT 9 SCOPE. PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for oversight and day-to-day management of the project team for an additional 10-12 months. This extension is a consequence of the additional work related to design, environmental mitigation and permitting, environmental pre-construction surveys, utility coordination, and right of way.

LIST OF DELIVERABLES:

- ✓ Prepare Monthly progress reports with action item log and schedule update
- ✓ Prepare Meeting Agendas and Notes for meetings held at City office
- ✓ Bi-weekly PDT Phone Conference Attendance

TASK 2: SURVEYING

2.1 FIELD SURVEYS AND TOPOGRAPHIC MAPPING. Consultant shall review the existing topographic mapping, boundary, right of way and easement mapping, and to fill in with additional surveyed data as necessary to complete the base map for design. The following work items shall be included:

2.1.1 Recover survey control from previous project work and establish new project survey network.

2.1.2 Review of preliminary title reports (approximately 18) as provided in Task 12.2. Review previous boundary and easement mapping for additions and changes since the previous mapping was completed.

2.1.3 Conduct research and field surveys as necessary to expand the boundary and right of way retracements as needed.

2.1.4 Amend existing boundary, right of way and existing easement mapping.

2.1.5 Conduct field surveys as necessary to expand or fill in the existing ground-based topographic mapping to accommodate the roadway design.

2.1.6 Prepare new base map for design.

2.1.7 Locate geotechnical borings on base map.

2.1.8 AMENDMENT 8 SCOPE. Field Surveys and Topographic Mapping Since the project was initiated over 10 years ago and there has been a fair amount of private and public work implemented in the work area since that time consequently, project control used in the development of the project may have been destroyed. Additional survey and control by MNS are required and needs to be confirmed or reset prior to construction

LIST OF DELIVERABLES:

- ✓ Re-establish and reset project control at the site

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2.2 AMENDMENT 3 SCOPE. The additional work for topographic mapping is the largest component of additional survey work. This includes a substantial increase in the areas to be mapped as compared to the original areas contemplated.

Additional work is needed on Kellogg and Dearborn Avenues, Ward Drive, Highway 217, and additional effort to map storm drain and sewer manholes including coordination with Goleta Sanitation District for opening locked manholes and damaged manholes. Survey buildings and trees and add to the expanded base map. Additional surface area is needed on the Fowler Street alignment for more detailed mapping. Detailed mapping of buildings, door widths, hardscape, paving, striping, and drainage features is required along the Ekwill Street alignment. Detailed tree location mapping is needed in the Pine Avenue area as well as staking to show the limits of anticipated construction. This work includes field and office time to provide updated base maps for all three locations (Ekwill, Fowler and Hollister).

Surveys for off-site biological remediation are needed. This work involves the coordination with environmental consultant and mapping of a potential off-site remediation area in the vicinity of Aero Camino and Hollister Ave.

Surveys for tree inventory are necessary. This work involves coordinating with the environmental consultant and processing tree locations and preparing tree inventory exhibits.

TASK 3: MATERIALS AND FOUNDATIONS REPORTS

3.1 GEOTECHNICAL STUDIES AND REPORTS. Consultant shall prepare a Materials and Foundations Report to support the design of the pavement structural sections, retaining walls and creek crossing structures (pre-cast arch culverts with natural bottom).

Report submittals shall be prepared in a format that is compatible with Caltrans design guidelines and reporting requirements for roadways and structures. A single Geotechnical Report that addresses geotechnical issues outside Caltrans right of way shall be prepared. A separate standalone Foundation Report shall be prepared for the retaining wall along the southbound off ramp for Caltrans review.

A location map showing proposed boring locations will be prepared, and the boring locations shall be marked in the field and underground service alert will be contacted. Proposed boring locations shall be checked against utility maps prior to marking in the field. Consultant shall obtain a permit from the City and Caltrans for field work that will be performed in the roadway.

The field exploration (borings) will be performed to obtain subsurface information for design of the roadway foundations. A tentative schedule for the field exploration program is summarized below:

Location	Field Exploration	Purpose
General Roadway	10 Borings to 10 feet	R-value samples, pavement design and culverts

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Old San Jose Creek Bridges at Fowler Road and Ekwill Street	2 borings to 75 feet 2 CPT Soundings to 75 feet	Liquefaction, settlement, and foundation analyses for bridge foundations
SB Off ramp Retaining Wall	2 borings to 75 feet ±5 CPT Soundings to 75 feet	Liquefaction, settlement, and foundation analyses for retaining wall foundations and back slope area

The borings shall be drilled using a truck-mounted drill rig equipped with hollow stem augers. Borings will be sampled at approximately 5-foot intervals using standard penetration test (SPT) split spoon and modified California split spoon samplers. The borings shall be backfilled with the cuttings upon on the completion of drilling. Traffic control will be provided during for the field exploration work.

The field work shall include observation of existing drainage and concrete structures for obvious signs of corrosion, and near-surface soil samples will be obtained from proposed drainage improvement areas for corrosion testing in accordance with Caltrans test methods.

The geotechnical report specifically excludes the search for and evaluation of hazardous materials in soil, water, or air, including aerially deposited lead outside of Caltrans' right of way. In the event that hazardous materials are encountered during field exploration, Consultant shall promptly report the contamination to the City. Investigation for aerially deposited lead within the Caltrans right of way is described in Task 5.2.

Laboratory tests shall be performed on selected samples obtained from the field exploration program to assist in the characterization of the geotechnical engineering properties of the materials encountered. Tests shall be performed for soil classification, compaction, shear strength, consolidation, corrosion, and R-value.

Consultant shall prepare two draft reports for the project: a Geotechnical Report for the design of improvements on Ekwill and Fowler, and one for the retaining walls at the Hollister interchange for specific review by Caltrans. The draft reports will be submitted in Adobe portable document file (pdf) format for review by the City, Caltrans, and the design team. Hard copies of the draft report will be provided, if requested. Graphics showing the site location, locations of field explorations, and interpreted subsurface profile along the alignment(s) shall be submitted with the report. Field and laboratory data obtained from the geotechnical studies will be included in the reports. The reports shall contain professional opinions and recommendations regarding for the following:

- Slope inclinations for the design of cut and embankment slopes.
- Cuts and excavations associated with earthwork for the roadway approaches.
- Embankments including suitability of excavated materials for use as fill, moisture control, erosion control and drainage considerations, expansive soils, estimated settlement and special treatments to reduce settlement, if needed.

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- Corrosion considerations for culverts and buried concrete structures (cement factors, pipe thickness, and need for coatings).
- Earthwork factors for onsite materials that are excavated and replaced as compacted fill.
- Structural sections for asphalt concrete pavements-based traffic indices provided to us.
- Site geology, faulting, and seismicity.
- Seismic design criteria for use with Caltrans design methods.
- Corrosion considerations for design of subsurface structures (minimum cement factors estimated in accordance with Caltrans guidelines).
- Suitable foundation types for the conditions encountered (such as spread footings, driven concrete, or steel piles, CISS, or CIDH piles).
- Specified tip elevation, settlement, and size for suitable deep foundation types and class of pile loading considered (up to 2 pile types can be considered).
- Lateral capacity of single pile foundations for free-head and fixed-head conditions based on p-y analysis.
- Pile spacing and group reduction factors for vertical and lateral loads.
- Lateral earth pressures, spring constants, and passive pressure resistance for abutment design.
- Special considerations for approach fill settlements: allowable slope inclinations, waiting periods, and need for monitoring; and
- Construction considerations: need for dewatering, pile driving, CIDH pile construction, adjacent structures, temporary excavations, and shoring.

Consultant shall prepare the log of test borings sheets for the retaining wall at the Hollister/217 interchange. The sheets shall be prepared on Caltrans standard plan sheets for log of test borings. A copy of the LOTB shall be submitted with the draft Geotechnical Report.

Upon receipt of written comments, the comments will be addressed and incorporated into the final Geotechnical Report and Log of Test Borings. Four (4) hard copies and one Adobe portable document file (pdf) copy of the final report shall be submitted.

3.2 AMENDMENT 3 SCOPE. Additional work and cost are required for the acquisition of permits for exploratory drilling. Also, the cost of drilling is affected by having to reschedule work around the local business access needs.

Additional work is needed to provide recommendations and reporting for a soil nail wall along the 217 southbound off ramp. This wall is needed to support mainline SR 217 along the off-ramp to improve the roundabout approach geometry at the base of the off-ramp. The original scope of services assumed this would be a conventional gravity type wall, but the wall type was changed to soil nail after a value analysis of the original concept. Design of a soil nailed wall requires more extensive evaluations and analyses. The geotechnical engineering includes input regarding nail size, length, and spacing for different wall height ranges.

- Summary of subsurface soil and groundwater conditions along the proposed soil nailed wall alignment.

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- Evaluation of geological hazards consisting of faulting and ground rupture potential, strong ground shaking and peak horizontal ground acceleration for liquefaction potential, seismic settlement, and a qualitative evaluation of lateral spreading hazards.
- Development of an ARS curve in accordance with Caltrans seismic design criteria.
- Development of up to 4 subsurface cross sections considered representative of changing wall heights and/or subsurface conditions.
- Evaluations of those representative cross sections with soil nailed reinforcement to achieve static and seismic slope stability.
- Recommendations for soil nail size, lengths and spacing required to support the vertical wall.
- Coordination with the design team to develop construction plans and details for the soil nailed wall.
- Discussion of corrosion potential and construction considerations; and
- Preparation of submittals with structure design calculation supporting the recommendations and independent design check calculations in accordance with Caltrans procedures.
- Preparation of a standalone Draft and Final Geotechnical Design Report for the proposed soil nailed wall at the southbound off-ramp of SR 217 at Hollister Avenue.

3.3 AMENDMENT 9 SCOPE - RESPONSE TO CALTRANS COMMENTS

This task includes responding to late comments received from Caltrans on the Soil Nail wall from the Caltrans geotechnical functional unit. The task includes an updated Geotechnical Report.

LIST OF DELIVERABLES

- ✓ Draft and Final Geotechnical Report (Fowler-Ekwill)
- ✓ Draft and Final Foundation Report (SB Off Ramp Retaining Wall)
- ✓ Four (4) Log of Test Borings Sheets
- ✓ Geotechnical design report for design of a soil nail wall in accordance with Caltrans guidelines

TASK 4: DRAINAGE REPORT

Consultant shall provide drainage analysis and overall drainage coordination for the project. This task involves understanding the hydrology and hydraulics of the area as well as local drainage issues.

4.1 DRAINAGE REPORT. Consultant shall prepare a report addressing the hydrology, hydraulic and drainage impacts of the project. Calculations and sketches of existing and proposed hydraulic structures shall be included in the report. The fact that the project crosses several different jurisdictions makes the development and completion of the

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drainage report more complicated than typical. Consultant shall provide a drainage report acceptable to the oversight agencies. There may be 4 different agencies providing oversight and/or approval of the document and plans, including:

- City of Goleta: City of Goleta storm water management plan and storm water pollution prevention guidelines will be used to develop the analysis and report.
- City of Santa Barbara: Portions of the work along Fairview Avenue and the Fowler Road roundabout are within City of Santa Barbara purview and require using City of Santa Barbara storm water management program standards and methodology. Storm water issues in these areas will need to be permitted through the City of Santa Barbara.
- County of Santa Barbara: Small portions of the Fowler Road roundabout and the northbound SR217 off ramp at Hollister Avenue may impact County of Santa Barbara jurisdiction. If this is indeed the case, storm water issues in these areas may need to be addressed in accordance with the County of Santa Barbara storm water management program.
- Caltrans: The SR217 off/on ramps at Hollister Avenue are also under Caltrans jurisdiction. Caltrans standards and methodology will be used for this area.

Likewise, these local agencies will also require that storm water quantity and quality project components be permitted through their departments under their plans/programs.

4.1.1 AMENDMENT 9 SCOPE DRAINAGE REPORT

This work includes additional MNA and storm water work requested by Caltrans and includes an updated Drainage Report for Hollister Avenue

4.2 STORM WATER QUALITY. Storm water quality is a major component of any project that disturbs over one (1) acre of land. Water pollution elimination requirements and water quality expectations are continually evolving and becoming stringent with the review and approval processes becoming more rigorous. This is more complicated for this project due to varying and sometimes overlapping jurisdiction in regard to storm water quality. For this task, Consultant shall focus on three results:

- Design Recommendations & Review: Consultant shall provide drainage recommendations to the roadway engineers and will review the drainage plans for compatibility and conformance to the drainage report and the drainage needs.
- Permitting: Consultant shall prepare storm water permit applications and shepherd them through the various local agency processes.
- Water Pollution Control Plans: Consultant shall prepare water pollution control plan and specifications for contract documentation plan set.

4.2.1 AMENDMENT 9 SCOPE STORM WATER QUALITY

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This work includes revisions to the stormwater retention calculations for the CITY to account for removal of stormwater retention facilities within Caltrans jurisdiction on Hollister Avenue.

4.3 AMENDMENT 4 SCOPE. STORM WATER QUALITY. The California Regional Water Quality Control Board has adopted new regulations for post-construction storm water treatment that were not assumed in the original scope of work. This additional effort is necessary to .redesign the entire project to ensure the project retains and treats runoff prior to flowing into the receiving bodies of water (San Jose Creek, Old San Jose Creek or San Pedro Creek).

4.4 AMENDMENT 8 SCOPE. Additional Drainage and Stormwater Work

This work includes the addition extensive coordination and design changes between Caltrans and the Regional Water Quality Control Board which will require revisions to the Roadway Drainage Report, Storm Water Data Report, and Post-Construction Requirement (PCR) calculations and exhibits for the Water Quality Certification application.

LIST OF DELIVERABLES

- ✓ Meeting minutes
- ✓ Revised PS&E updates
- ✓ Updated Roadway Drainage Report
- ✓ Updated Storm Water Data Report
- ✓ Updated PCR Calculations for Water Quality Certification application

TASK 5: AERIAL DEPOPSITED LEAD STUDY

5.1 AERIALLY DEPOSITED LEAD TESTING. This task provides for testing for aerially deposited lead within Caltrans right of way. Geocon shall perform the sampling and testing under the direction of consultant. Geocon shall perform the following tasks:

- Prepare Health and Safety Plan.
- Prepare a workplan for Caltrans approval.
- Field Activities:
    - Advance up to 24 hand-auger borings at proposed ramp modification location
    - Collect four soil samples per boring at depths of 0, 0.5, 1, and 2 ft (total 96 samples)
- Laboratory Analyses:
    - 80 soil samples for Total Lead
    - 16 soil samples for CAM17 Metals
    - Up to 45 soil samples for Soluble (WET, DI-WET, or TCLP) Lead

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LIST OF DELIVERABLES

- ✓ Draft Site Investigation Report
- ✓ Final Site Investigation Report

TASK 6: PERMITTING

6.1 PERMITTING SUPPORT. Under the direction of consultant, URS Corporation (URS) shall provide the work required to support the permit application process. The following scope of work describes the technical approach and methodology and lists deliverables.

Permitting-related tasks shall begin as soon as possible in 2012 to support a 2014 construction start date. The permitting scope of services is written according to the permits required. The first four permits are as follows:

PERMIT 1 COE SECTION 404 PERMIT

PERMIT 2 SECTION 7 CONSULTATION (FHWA)

PERMIT 3 CCRWQCB SECTION 401 CERTIFICATION PERMIT

PERMIT 4 CDFG SECTION 1602 PERMIT

These four permits and approvals are addressed together since the content of the permit applications is substantially similar, and each application requests that copies of the others be included as attachments. Identical submittal packages (on CD) containing the permit applications and all required attachments for submittal to all three agencies shall be prepared and submitted to the City. Section 7 consultation, which is required to obtain the Section 404 Permit, is also addressed in this section.

The following authorizations are required due to the project's proposed impacts to jurisdictional waters and streambeds and are briefly described here:

PERMIT 1 AND PERMIT 2

SECTION 404 PERMIT. Authorization under Section 404 of the Clean Water Act (CWA) is required for activities involving a discharge of fill material into Waters of the U.S. and is administered by the COE. Because the project's impact to waters is minimal, streamlined authorization under Nationwide Permit (NWP) 14, which authorizes discharges for linear transportation projects, will be appropriate.

PERMIT 3

SECTION 401 WATER QUALITY CERTIFICATION. Section 401 of the CWA requires that an applicant for a federal permit to discharge fill material into Waters of the U.S. (such as a CWA Section 404 permit) must also obtain a state-issued certification that the

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discharge would not violate state water quality standards. In the project region, Section 401 Water Quality Certifications are issued by the Central Coast RWQCB.

PERMIT 4

CALIFORNIA FISH AND GAME CODE SECTION 1602 -- STREAMBED ALTERATION AGREEMENT. Under Section 1600 *et seq.* of the California Fish and Game Code, activities that would divert, obstruct, or substantially alter a streambed must be authorized through a Streambed Alteration Agreement from the CDFG. Permit applications to the COE, CCRQCB, and CDFG shall include (on CD) the project's Mitigation Plan, Final EIR, the Natural Environment Study (NES) and the NES Addendum, the Federal Highway Administration's (FWHA's) Section 7 consultation letter, and documentation that Section 106 consultation has been completed.

TASKS FOR PERMITS 1 - 4

6.1.1 PRE-APPLICATION MEETINGS AND SITE VISITS. The URS environmental project manager and environmental task leads shall attend a pre-application meeting/site visit at the City of Goleta with the COE and CDFG.

6.1.2 PREPARE COMPENSATORY MITIGATION PLAN. A Compensatory Mitigation Plan is required to accompany all Section 404 permit applications. To reduce redundancy and simplify the implementation phase of the project, URS shall integrate the Compensatory Mitigation Plan into the biological mitigation plan required by EIR Mitigation Measure NA-

6.1.21 AMENDMENT 9 SCOPE - PERMITTING AND ENVIRONMENTAL COMPLAINCE.

The Consultant will continue coordination with the growing of native plant stock. Native plant stock is required for the restoration installation phase, which is a Construction Phase task that is not part of this proposed scope of work. Consultant has contracted with a nursery that has agreed to grow the native plants for the Project and requires a 40% deposit so that they may begin propagation. The remaining 60% will be due upon delivery and will be included as part of the City's general Construction Contractor's scope.

6.1.3 PROVIDE DOCUMENTATION THAT CALTRANS HAS COMPLETED NATIONAL HISTORIC PRESERVATION ACT SECTION 106 CONSULTATION. The COE 404 permit application will include documentation that Caltrans has completed Section 106 consultation with the California Office of Historic Preservation (OHP) in accordance with the January 1, 2004, *Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of*

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the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California.

URS shall provide the COE with Caltrans and OHP correspondence to demonstrate that no further Section 106 consultation by the COE will be necessary. This correspondence will consist of the November 23, 2009, letter from Caltrans to the OHP and the April 19, 2010, letter from the OHP to Caltrans.

6.1.4 RESPONSES TO AGENCY COMMENTS. The COE, CDFG and/or the CCRWQCB may comment on the permit applications. For example, they may want to refine or modify measures in the project's Mitigation Plan. Under the direction of CONSULTANT, URS shall review all comments, coordinate with the City and CONSULTANT, and provide responses as directed.

6.1.5 AMENDMENT 4 SCOPE. PERMITS 1 THROUGH 4. Additional effort related to Permits 1 through 4 includes:

- Potential changes to the Devereux Creek Restoration Plan as a result of butterfly habitat and habitat restoration beneath eucalyptus tree canopy.
- Potential changes in impact mitigation ratios. Currently the mitigation ratios are at 3:1 for permanent impacts and 2:1 for temporary. If these ratios are increased through permit conditions, a new or supplemental restoration site will be required to be designed.
- The path to obtaining Coastal Commission and Local CDP Permits will ultimately require a substantial amount of support activities to the City

LIST OF DELIVERABLES, PERMITS 1 - 4

URS shall prepare a single submittal package containing the following major deliverables:

- Mitigation Plan incorporating the Compensatory Mitigation Plan
- Completed Nationwide Section 404 Permit Checklist
- Completed Section 401 Water Quality Certification Application
- Completed Notification of Streambed Alteration Agreement
- Responses to agency comments, including revisions to the Mitigation Plan

PERMIT 5 CALIFORNIA COASTAL COMMISSION (CCC) COASTAL DEVELOPMENT PERMIT (CDP)

6.1.5 PRE-APPLICATION MEETING WITH CCC. The City may informally consult with CCC staff as early as possible and meet face-to-face with CCC's Ventura office staff. All communication with the CCC shall be through the City unless CONSULTANT is specifically directed by the City to contact the CCC. The City will inform CONSULTANT as to the discussions and comments from the CCC that affect the permit application.

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6.1.6 ATTEND A SITE VISIT WITH CCC STAFF AND PROJECT BIOLOGISTS. The team lead biologist(s) shall attend a meeting with the City and CCC staff to present the adequacy of proposed mitigation measures, including mitigation ratios. The team biologist shall note feedback on impacts and mitigation measures, identify outstanding concerns and recommendations, and verify what the City wants to include in the CDP application. Consultant shall provide the City with the NES and Addendum, including the most current color set of relevant maps and figures, for transmittal to the CCC staff.

6.1.7 PREPARE A STAND-ALONE SUMMARY OF KEY CCC ISSUES OF CONCERN FOR INCLUSION IN THE CDP APPLICATION PACKAGE. The summary shall address issues brought up by CCC staff during the pre-application meeting and site visit. This summary will provide CCC staff with a summary version of the EIR and technical studies in order to accelerate the staff's understanding of the project and its impacts and mitigation measures. The summary shall include a simple table identifying where more detailed information can be found in the EIR and technical studies. The summary shall be delivered to the City for transmittal to the CCC.

6.1.8 PROVIDE TECHNICAL INPUTS TO SECTIONS OF THE CDP APPLICATION. The package shall include the EIR and key technical studies. Consultant shall provide technical inputs that relate to environmental issues with the CDP application.

6.1.9 PROVIDE TECHNICAL RESPONSES TO CCC STAFF COMMENTS ON THE CDP APPLICATION. The CCC shall provide a formal written response to the City's CDP application within 30 days indicating if the application is deemed complete. If deemed complete this task will not be needed. If it is not deemed complete, the CCC shall request additional information.

Consultant shall review the CCC completeness letter and provide the City with additional technical information, if needed. Consultant shall review CCC comments, outline responses, and identify responsible parties to address each comment. It is assumed that the City shall handle the direct communication and coordination with the CCC for the CDP.

6.1.10 REVIEW CCC STAFF REPORT AND ATTEND THE CCC PUBLIC HEARING. Once the application is deemed complete, CCC staff shall complete its analysis and issue a staff report. The staff report either would recommend conditions of approval or recommend project denial. Consultant shall review the staff report for inaccuracies or conditions of approval that may be problematic.

6.1.11 AMENDMENT 3 SCOPE. The scope of the work related to securing the CCC Permit has expanded enormously due to the requirements of the California Coastal Commission application review process. This scope has expanded well beyond the original scope and includes alignment studies that in turn have an effect on other tasks.

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Three firms are impacted by the permitting process: DHA, MNS and URS. The scope has expanded in the following ways:

Participation in multiple planning and strategy meetings and conference calls with the City and others.

Development of a new regulatory-based approach to assessing impacts to support the statement that the Project would not have an effect on coastal wetlands (By URS).

Technical inputs towards City submissions to the CCC, and participation in meetings with City staff and the CCC to discuss submissions (DHA, MNS and URS)

Conducted multiple GIS-based analyses and re-analyses of impacts of the project and design alternatives (DHA, MNS and URS)

Conduct new comprehensive biological surveys and GIS mapping (by URS):

- New vegetation community mapping
- New native tree inventory
- New raptor surveys
- New delineations of jurisdictional waters

Prepare a new comprehensive 150-page Biological Resources Report in response to a request for information from the California Coastal Commission to the City of Goleta. As requested by the Coastal Commission, this report would presents the findings of new and updated project-wide biological surveys and studies that were conducted in 2013 and 2014, summarizes all previous surveys, and prepared new biological impact analyses and maps and figures. It would also include a comprehensive regulatory setting.

Conduct an additional breeding bird survey and floristic survey to be conducted in April 2014.

6.1.12 AMENDMENT 4 SCOPE. PERMIT 5. Additional effort related to Permit 5 includes extensive additional support activities such as exhibit preparation, condition compliance, and other technical support for the City related to securing the Coastal Permit through the Coastal Commission.

LIST OF DELIVERABLES – PERMIT 5

Consultant shall prepare:

- Memorandum documenting CCC comments made during the site visit and the pre-application meeting.

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- Summary of key CCC issues and related project information that would be included with the CDP application.
- Environmentally related technical inputs to sections of the CDP application
- PowerPoint inputs (environmental data for a CCC presentation, if warranted)
- Written responses to CCC comments and data requests
- Written evaluation of recommended conditions of approval in the CCC staff report
- Biological Resources Report

PERMIT 6 CITY OF SANTA BARBARA COASTAL DEVELOPMENT PERMIT (CDP)

A CDP from the City of Santa Barbara will be required to develop the project. A portion of the proposed development is located within Santa Barbara's adopted Coastal Plan for the Airport and Goleta Slough. The CDP is a discretionary action requiring a public hearing and Planning Commission approval. Planning Commission approvals are appealable to the City Commission.

Santa Barbara's CDP application process shall include:

- Complete a Master Application
- Complete the CDP Application
- Complete the Development Application Review Team (DART) Submittal Packet

The DART application shall include the following applicable components:

- A letter from the project applicant requesting a CDP for development of a roadway and associated improvements within the Old San Jose Creek riparian corridor, a description of the project components (Road width, bridge, lighting etc.), construction cut and fill and import and export, discussion of surrounding land uses, and, if requested, a visual aid submittal packet.
- An application packet that includes a CD with copies of the Final EIR and relevant technical studies.
- A summary of proposed demolition and construction activity (e.g., duration of proposed grading).
- The DART application requires inclusion of a project justification, detailing issues that remain to be resolved for the development of the project.

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- Hydrology calculations will be required to show how site drainage is being transmitted through the property unless waived by the Public Works Engineering Division staff.

A total of ten (10) copies of the plans must be submitted according to the City's Project Plan Requirement's. Plan set size and content requirements are listed in the DART application. The DART process usually has a 30-day review process with City of Santa Barbara Staff. Should additional information be required before the application can be deemed complete, the application may be placed on hold until such information is provided.

TASKS ASSOCIATED WITH PERMIT 6

6.1.11 PRE-APPLICATION MEETING. Consultant shall attend a pre-submittal meeting with City of Santa Barbara staff to determine if DART application requirements can be streamlined because the project EIR has already undergone environmental review by the City of Santa Barbara staff.

6.1.12 IDENTIFY RESOURCES, IMPACTS, MITIGATION MEASURES ON AIRPORT PROPERTY. Consultant shall develop a stand-alone summary of relevant portions of the FEIR, including environmental resources on Airport property, impacts, and mitigation measures using existing data, figures, and field mapping. City Staff shall coordinate and submit the Master Application, CDP, and DART applications to the City of Santa Barbara.

6.1.13 RESPONSE TO DATA REQUESTS. Consultant shall respond to comments and data requests as needed.

6.1.14 CITY OF SANTA BARBARA CDP SITE VISIT. The CONSULTANT environmental manager and lead biologist shall attend a site visit with the City of Santa Barbara staff and Planning Commissioners in support of the DART application.

6.1.15 REVIEW PRT STAFF REPORT PRIOR TO PLANNING COMMISSION. The PRT shall review project materials and issue a staff report to the City of Santa Barbara's Planning Commission. Consultant shall review the PRT staff report and identify any inaccuracies or problematic conditions of approval.

6.1.16 ATTEND CITY OF SANTA BARBARA PLANNING COMMISSION PUBLIC HEARING. CONSULTANT staff, as approved by the City, shall attend the City of Santa Barbara Planning Commission public hearing.

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6.1.17 ARCHAEOLOGICAL STUDY ON AIRPORT PROPERTY (OPTIONAL TASK). The *Master Archaeological Resources Assessment for the Santa Barbara Municipal Airport* (2010) requires subsurface archaeological survey along the western portion of the Fowler Road Extension for any areas subject to deep construction impacts (>24-inches below ground surface). No archaeological investigation will be required if the project impacts are restricted to the upper 24-inches of the soil column.

This task is based on the assumption that future utilities may be placed in a four-foot-deep trench running along the Fowler Road Alternative. This study is described in the EIR as mitigation measure CUL-3.

Based on Figure 6-1 of the *Master Archaeological Resources Assessment for the Santa Barbara Municipal Airport* (2010), Consultant shall conduct subsurface archaeological testing along the Fowler Road Alternative from the west bank of Old San Jose Creek to the west side of the project roundabout along Fairview Avenue, a distance of approximately 120 meters. A qualified archaeologist shall conduct the backhoe testing project to determine if archaeological remains are present and, if present, are potentially intact. As required, excavations will be monitored by a Native American monitor. Six backhoe trenches spaced approximately at 20 m intervals will be excavated. It is assumed that subsurface testing can be limited to a depth of four feet below existing grade. The upper two feet will be excavated in one lift unless intact artifacts are noted. Excavations deeper than two feet would be excavated in 6-15-inch lifts. Trench spoils and sidewalls would be inspected for artifacts. Consultant shall obtain an encroachment permit from the City of Goleta, if needed.

Prior to fieldwork, an updated site record search will be conducted for the footprint of the Fowler Road Alternative. This record search would be limited to discovering any new data that has been recorded since the most recent Ekwill/Fowler record search was conducted.

Assuming no artifacts are found, a negative survey will be documented in a brief letter report that incorporates by reference the background information contained in the project's Archaeological Survey Report. Evidence of the new record search and a map of the subsurface survey location would be completed. The report will follow the City of Santa Barbara requirements.

LIST OF DELIVERABLES – PERMIT 6

- A summary of the project description, impacts on Airport property, and mitigation measures
- Master Application technical information
- CDP Application technical information

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- Technical information memorandum for the Development Application Review Team (DART) Submittal Packet
- A CD or hard copy of all relevant technical studies (Final EIR, NES, Etc.)
- Written evaluation of recommended conditions of approval contained in the City of Santa Barbara's PRT staff report
- Phase 1 Subsurface Archaeological Survey Letter Report

PERMIT 7 SANTA BARBARA COUNTY AIR POLLUTION CONTROL DISTRICT (SBCAPCD) PERMIT OR EXEMPTION

6.1.18 Consultant shall provide the City with a memorandum identifying equipment usages for the project permit application.

LIST OF DELIVERABLES - PERMIT 7

- Technical memorandum

6.1.19 AMENDMENT 5 SCOPE. PERMITS 1 THROUGH 5. Additional effort related to Permits 1 through 5 includes:

DHA and subconsultant URS will make changes to the environmental documents as needed to initiate a NEPA revalidation, revise resource agency permits applications for all four permits (US Army Corps of Engineers – USACOE, California Dept of Fish and Wildlife, Regional Water Quality Control Board, California Coastal Commission), and revise the Compensatory Mitigation Plan. For the CEQA revisions, URS will if requested, prepare an addendum to the EIR, and update the applicable technical studies. In addition, DHA will continue with support for the Coastal Development Permit.

DHA will assist URS in completing the revisions to the environmental permits due to the Fowler Road revisions and provide URS with modified project impact limits (temporary and permanent impacts) that are needed to update the various permits.

DHA will provide assistance in completion and submittal of the Coastal Commission Coastal Development Permit. This work is anticipated to include revisions to various exhibits, as well as providing assistance with revisions to report narratives. A large portion of Task 16 involves DHA assisting URS in preparing the final response to RWQCB comments.

6.1.20 AMENDMENT 8 SCOPE. PERMITTING AND ENVIRONMENTAL COMPLIANCE This budget amendment request includes environmental and permitting related tasks needed to support the Project through January 2022, including permitting and project implementation, and compliance with biological measures. These tasks are supplemental to those environmental services already under contract and are numbered accordingly.

- **Permitting and Project Implementation Support**
  - Rincon Task 2 Permitting Support, Project Management & Miscellaneous

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Rincon will continue to support the permitting effort by completing various new tasks that have been recently established. Rincon will prepare and submit the 2021 Regional Water Quality Control Board (RWQCB) annual report. Rincon will continue to support the California Coastal Commission (CCC) plan check process by providing information to the CCC on the 2016 and 2019 Biological Mitigation and Monitoring Plans via email and team meetings. Rincon will prepare a permit extension request for California Department of Fish and Wildlife (CDFW) by October 2021 as the Streambed Alteration Agreement is set to expire on December 1, 2021.

The Rincon team is dedicated to providing excellent quality, client-oriented environmental consulting services throughout this proposed scope of work. Rincon will continue to attend regular meetings with the Project team, provide status reports on issues that may arise, and continue with active project management of staff to ensure that project schedule and budget are maintained are all a part of Rincon's commitment for the duration of this scope. This task includes biweekly team meetings from

July 2021 through February 2022, team communications, and various tracking activities throughout implementation and completion of this scope of work. In addition, this task includes all clerical work and production of all submittals.

Additionally, this task includes permitting efforts not yet known, such as providing additional information requested by the agencies or assisting with further agency coordination efforts that may be required prior to construction. If a task requested by the agencies exceeds the allotted budget due to size or complexity, a separate scope and budget may be warranted.

Assumptions

- Up to two meetings with the CCC will be attended by Ms. Julie Love via teleconference.

▫ Rincon Task 4 Native Plant Stock Coordination

Rincon will continue to coordinate the growing of native plant stock. Native plant stock is required for the restoration installation phase, which is a future task that is not part of this proposed scope of work. Santa Barbara Natives, the native nursery who has agreed to grow the native plants for the Project, requires a 40% deposit at this time so that they may begin propagation. The remaining 60% will be due upon delivery and will be included as part of the City's general Contractor's scope. Please note that the trees required for the project must be 5-gallon size, some of which take up to two years to grow.

Rincon Task 5 Permitting Support, Project Management & Miscellaneous

Rincon will continue to support the permitting effort by completing various new tasks that have been recently established by the permitting agencies.

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Restoration Contractor Support

Consultant shall support the preparation of the construction bid package. Consultant will provide a scope of work for the Restoration Contractor to be included as part of the package to inform the bidding process on mitigation implementation at Ekwill Street, Fowler Road and Ellwood Mesa. The Restoration Contractor scope of work will include all pertinent information needed for bidding, such as a description of the mitigation approach by site, maps, and a breakdown of costs to be expected, i.e., the purchase of native plant stock. Rincon will also review the engineering sheets from the 95% submittal which show the mitigation sites to ensure the mitigation design is accurately shown.

LIST OF DELIVERABLES

- Restoration contractor's scope of work

Biological Compliance Measures

(a) Biological Compliance Measures

This cost estimate and scope covers biological compliance measures and surveys that are required to be conducted prior to the start of construction in accordance with the *Ekwill Street and Fowler Road Extensions Project EIR* (EIR) and the various permits obtained for the Project, including the California Coastal Commission (CCC) Coastal Development Permit (CDP) No. 4-17-0264, California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement (SAA) No. 1600-2014-0138-R5, Central Coast Regional Water Quality Control Board (RWQCB) Water Quality Certification (WQC) No. 34214WQ08, and the U.S. Army Corps of Engineers (Corps) Nationwide Permit Verification (NWP) No. SPL-2014-00509.

We understand the work to be performed during this period involves tree removal and general site preparation prior to the start of construction and hiring of a general contractor. This cost estimate does not include coordination with the general contractor or surveys and monitoring that would need to be completed immediately before and during construction (e.g., continual nesting bird surveys), which Rincon will provide under a scope of work directly to the general contractor.

It is our understanding that construction would begin in February 2022 and end in December 2024, and that Ekwill Street and Fowler Road will be built first, followed by the Hollister Avenue improvements and Hollister Avenue Bridge. This scope of work covers pre-construction tasks only to be performed roughly between September 2021 and January 2022 in preparation for tree removal ahead of project construction. Rincon understands that tree removal may begin as early as October 2021 and may likely occur as late as December 2021 or January 2022. We assume that any tasks initiated after this scope of work ends in January 2022 would be provided under a separate scope of work directly with the general contractor (e.g., continual nesting bird surveys).

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The following scope of work is organized based on requirements outlined in the EIR and natural resource agency permits. The work windows established for the Project's pre-construction surveys and construction monitoring per the EIR and permits, which were used to inform the scope of work below and establish a schedule of required activities (Attachment 1).

(i) Rincon Task 7.1 Project Environmental Coordination and Management Tasks (NewTask)

This task is for general project environmental coordinator (PEC) responsibilities, project management, pre-construction survey kick-off coordination and meetings, general tracking of and initial set up of project compliance measures, agency coordination, and staff approvals. This task involves management of all pre-construction compliance tasks (outlined herein), organization of a field compliance binder with all relevant measures complied to be kept on the project site during all work activities, and coordination with the City and necessary coordination with the resource agencies over the course of the pre- construction phase. This task also includes quality assurance reviews of daily monitoring logs, reports, and other deliverables by principal and senior level staff, as well as administrative staff support for account management. This task assumes the following:

Assumptions

- PEC coordination of project compliance measures for pre-construction activities for September 2021 through January 2022 (5 months)
- Kick-off meeting with City and environmental compliance staff to understand pre-construction project requirements and work boundaries
- Preparation and submittal to City of Pre-construction Environmental Compliance Checklist
- Preparation and submittal to City of Worker Environmental Awareness Program training materials
- Environmental compliance training for monitoring and survey staff
- Preparation of staff resume/qualifications package for submittal to agencies
- 5-day pre-project agency notification and one meeting with agency staff to discuss environmental compliance
- General email coordination with City and agencies and general coordination of tasks and schedule
- This task includes agency coordination; however, it does not include extensive agency coordination should a state or federally listed species be encountered

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during pre-construction surveys, such as federal Endangered Species Act Section 7 consultation. If a task requested by the agencies exceeds the allotted budget due to size or complexity, a separate scope and budget may be warranted.

(ii) Rincon Task 7.2 Pre-construction Surveys (New Task)

The following sub-tasks are for required pre-construction surveys based on the Project EIR mitigation measures and agency permit conditions. The scope provided is for pre-construction surveys and documentation to determine if sensitive biological resources are present in the project vicinity and to determine the appropriate avoidance measures to implement during pre-construction site preparation and construction activities. Rincon assumes a time frame of September 2021 through January 2022 for these tasks.

(iii) Rincon Task 7.2.1 30-Day Pre-construction Surveys

In accordance with CDP condition 5, Rincon qualified biologists will conduct pre-construction wildlife clearance surveys within 30 calendar days prior to approved construction activities to detect any active sensitive species, reproductive behavior, and late nesting activity within 500 feet of the project site.

Rincon will include the findings (including negative findings) of pre-construction wildlife clearance surveys in a report to be submitted to the City and regulatory agencies (as required by pending permits). The report will document observations of wildlife observed during all pre-construction surveys. Based on CDFW requirements for similar projects, if a special status plant or wildlife species is observed, we will prepare a protection plan and California Natural Diversity Database form for that species in addition to this report under a separate scope of work.

Assumptions

- We assume a single pre-construction survey effort will be needed to ensure timely completion of the survey prior to tree removal at all three road segments and to plan for any avoidance measures that might be required prior to the initial construction phase.
- Two staff will perform the survey.
- The survey is planned for eight hours, including travel and mobilization time.
- We assume no special status species will be detected on the project site and no follow up agency consultation or permitting will be required.
- If late nesting birds are observed, the Nesting Bird Management Plan will be implemented.
- One report will be prepared to summarize the results of the surveys.

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- We assume minimal comment and revision will be needed on the report.
- Any agency consultation support that may be needed in the event that a state or federally listed is identified would be covered under a separate scope of work.

(iv) Rincon Task 7.2.2 Biological Monitoring and Installation of ESHA Fencing

In accordance with EIR Mitigation Measure *NA-1: Protection and Replacement of Riparian Habitat*, CDFW SAA Section 2.13 and 2.21, and CDP Condition 5E, a biological monitor will be present on the project site during vegetation removal to ensure that no sensitive species are present in the area. In addition, a minimization measure of the Tree Protection Plan, prepared as described under Task 3.4 below, will include the requirement that a biological monitor will be present during all tree removal activities.

The biological monitor will be experienced in identifying fauna that may be present in the vegetation that will be removed. Rincon will provide a biological monitor that will be pre-approved by the City to provide oversight of tree removal, implementation of tree protection measures, and tree monitoring during construction. The arborist, or a qualified biologist under direct supervision by the arborist, will monitor all work that will occur immediately adjacent to protected trees (i.e., generally any ground disturbing activity within 5-feet from the tree's dripline), including during tree removal, pruning, trimming, or root cutting that would occur prior to construction activities. Based on our familiarity with the project site, we assume that approximately 200 trees will be removed that would require the biological monitor/arborist to be present (a separate task to conduct a tree inventory update is provided below in Task 3.4).

In accordance with EIR Mitigation Measures *NA-1* and *WE-1: Avoid Environmentally Sensitive Habitat Areas*, as well as CDFW SAA sections 2.7, 2.11, 2.14 and 2.21 relating to environmentally sensitive habitat areas (ESHA), riparian vegetation within portions of the work area within the stream must be fenced and/or flagged to prevent inadvertent impacts during construction activities. Rincon staff will install exclusionary fencing between the project site and adjacent natural areas to prevent wildlife from moving into the construction zone. Exclusion fencing will consist of T-post, or similar material, with orange construction fence, or similar material, bound to it. Exclusion fence will be highly visible and will be approximately 4 feet tall. Maintenance of exclusion fending around protected trees and ESHA for the duration of the construction project will be a requirement of the Tree Protection Plan (see Task 3.4 below). The biological monitor/arborist will oversee the installation of protection fencing around sensitive resources and will periodically inspect fencing to ensure it remains in good repair.

Assumptions

- Assumes one biologist will be on site during vegetation and/or tree removal activities to monitor for sensitive natural resources and compliance with avoidance

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measures.

- We have assumed a monitor day rate of $1,230, inclusive of travel and equipment direct costs.
- We assume tree and vegetation removal activities will require 10 days of monitoring. Any additional monitoring days required beyond 10 will be billed at the $1,230 daily rate.
- Workdays will be eight hours, with one additional hour for travel and mobilization.
- ESHA fencing will be installed prior to any ground disturbance and will be installed by Rincon staff. Materials required for fencing will be reimbursable to the project. If ground conditions are such that fence installation by hand is not possible, the area will be flagged with high-visibility fragging and will not be fenced.

(v) Rincon Task 7.2.3 Bat Surveys

In accordance with SAA Section 2.16, avoidance buffers and mitigation measures for protection of roosting bats must be established prior to project implementation and a biologist must conduct monitoring to determine if construction may impact a roosting colony. Rincon will conduct a pre- construction survey to determine whether active roosts of pallid bat (*Antrozous pallidus*) are present in the project vicinity, specifically within any trees that are located adjacent to the project site.

Within 14 days prior to the commencement of pre-construction activities, a daytime visual and nighttime fly-out acoustic survey for bats will be conducted. The daytime survey will consist of scanning adjacent trees and artificial structures for suitable roosting sights and searching the ground below for bat guano. Following the daytime survey, a nighttime emergence fly-out survey will be conducted to detect any bats that roosting in tree bark and tree cavities. The surveys will be conducted by two (2) biologists and will include trees and woodland areas located no more than 100 feet from the project site. To observe and/or record emerging bats, the nighttime emergence survey will occur for approximately 5 hours starting at one-hour prior to darkness.

Acoustic bat detection devices will be used during the nighttime survey to record the inaudible ultrasonic (echolocation) calls of emerging bats, including a Pettersson D240x and a Wildlife Acoustics EchoMeter Touch that uses Kaleidoscope Pro Analytics. These detection devises allow for a full- spectrum call analysis to be performed that will result in the identification of different species and their activities without handling individuals. In addition to the species data collected on site, the abiotic conditions will also be documented, including relative humidity, temperature, wind speed, and moon phase throughout the night.

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In accordance with CDFW SAA Section 2.16, if roosting bats are observed, a Rincon biologist will establish an avoidance buffer and biological monitoring will be provided to document minimization measures and lack of impacts to the roosting colony during construction activities. If a bat roosting colony is present and cannot be avoided by project activities, Rincon can provide for an additional fee support in consultation with CDFW to determine the appropriate course of action.

Rincon will prepare a memorandum describing the methods and results of the bat survey. The memorandum will be submitted to the City within 5 business days following completion of the surveys.

Assumptions

- One daytime presence/absence visual survey and one nighttime fly-out observation survey using electronic bat detection equipment will be conducted.
- Assumes no bat roosting colony will be detected and no bat exclusion measures will be installed, or agency consultation will be required.
- Two Rincon qualified biologists will perform the daytime and nighttime surveys.
- Eight hours is assumed to conduct the daytime and nighttime survey, including travel time.
- One memorandum report will be prepared and submitted within 5 business days.

(vi) Rincon Task 7.2.4 Monarch Butterfly Surveys

In accordance with Mitigation Measure *AN-4: Conduct Monarch Butterfly Surveys and Avoidance,* construction impacts to monarch butterflies will be avoided or minimized by performing site-specific surveys for roosting butterflies prior to removal of large eucalyptus trees. This includes along the Ekwill Street extension where there are moderate groves of eucalyptus trees that provide ESHA for monarch butterflies.

A qualified Rincon biologist will conduct a pre-construction survey for roosting monarchs in areas supporting suitable habitat throughout the project site, including a 100-foot buffer area, during the overwintering season (October 1 through March 1). A roost is determined by the presence of clusters of 10 or more monarch butterflies and avoidance measures will be established if roosts occur within 100 feet of the tree or vegetation removal activity areas. If needed based on time elapsed between the initial survey and the start of work activities, a second butterfly roost survey will be completed within 14 days prior to vegetation removal activities in or adjacent to the identified locations of roost habitat. Any additional surveys that may be needed can be provided for an additional fee.

The locations of any potential monarch roosting sites will be delineated on a graphic of the project site that will be included in a succinct survey report. The report will be

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prepared and submitted to the City within 5 business days following the completion of the survey.

Assumptions

- One preconstruction survey for rooting butterflies will be conducted during the overwintering season (beginning October 1 through the January contract period) in areas that are identified as roosting habitat.
- The cost provided here assumes no additional pre-construction survey will be required based on time elapsed between the initial survey and the start of activities.
- Surveys will include up to a 100-foot buffer from the limits of the project disturbance buffer.
- Two staff will perform each survey.
- Surveys are planned for eight hours each, including travel and mobilization time.
- If monarch butterflies are observed, the Species Protection Plan (see Task 3.3) will be implemented.
- If monarch butterflies occur in trees that cannot be avoided, for an additional fee Rincon can provide support in consultation with CDFW to determine the appropriate course of action.
- One memorandum report will be prepared to document the methods and results of the survey.

(vii) Rincon Task 7.3 Project Compliance Plans

The following plans are proposed in compliance with project mitigation measures under the MMRP and project permits (e.g., CDFW SAA Sec. 2.13, 2.18, and 2.19). Plans will vary in complexity depending on whether and to what extent sensitive natural resources are identified on the project.

(viii) Rincon Task 7.3.1 Nesting Bird Management Plan

Rincon will prepare a nesting bird management plan to address how to handle the occurrence of nests within the project impact footprint and buffer. The plan will discuss avoidance of impacts to nest, establishment of no-impact buffers, conditions under which buffer sized may be reduced to accommodate project activities and a discussion of how buffer reductions are to be handled in consultation with agencies. In cases in which buffer reduction would not be approved based on observed disturbance to the species, nest monitoring, and how project activities are to proceed to accommodate for nest avoidance will be outlined in the plan. The plan will include a table and

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graphics of all known nest locations, buffers, and disposition of nests (i.e., activity status), and will include procedures for ongoing monitoring and updating of nest disposition as relates to how it affects project activities.

Assumptions

- Assumes one round of review and response to comments from the City and relevant agencies.
- Assumes 4 hours of agency consulting support would be needed.

(ix) Rincon Task 7.3.2 Wildlife Relocation Plan

In accordance with SAA section 2.18, Rincon will prepare a Wildlife Relocation Plan (i.e., Relocation Out of Harm's Way Plan) for review and approval for non-listed species. The plan will consider the various life cycles of the species, species' needs for foraging, general habitat concerns, threats of predation, and any other relevant life and natural history concerns. As required, the plan will identify a minimum of two relocation site options.

The Wildlife Relocation plan will outline the methods and materials to be used to relocate species encountered and will provide instructions on proper handling and release of individuals at the relocation site. The plan will include procedures for documenting any captures and relocations for submittal to the City and relevant agencies, including a final project close our report for final documentation of all species captured and relocated.

Assumptions

- Assumes one round of review and response to comments for the City and relevant agencies.
- Assumed 4 hours of agency consulting support would be needed.

(x) Rincon Task 7.3.3 Species Protection Plan

Per SAA section 2.19, Rincon will develop and submit a Species Protection Plan for CDFW approval for any sensitive or rare species known to occur or discovered during pre-construction surveys. As required by the SAA, the plan will be submitted to CDFW at least 60 days prior to Project initiation/impacts. The timing of submittal of the species protection plan will require the plan to be prepared before surveys are completed. As such, potential for species occurrence will be considered when determining which species should be included in the protection plan. The plan shall include avoidance and minimization measures as well as mitigation measures to offset any permanent or temporary impacts to species and/or their habitat. If relocation of individuals or creation of habitat is required, the plan will consider the timing constraints and Project

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implementation constraints needed for the salvage and/or capture of individuals for relocation.

Assumptions

- Rincon will support the City in as-needed consulting with CDFW to develop and submit a Species Protection Plan for approval for any sensitive or rare species known to occur or discovered during pre-Project or Project surveys. We assume up to 8 hours of agency consulting support would be needed.
- If relocation of individuals or creation of habitat is required, the plan will account for the timing constraints and project implementation constraints needed for the salvage and/or capture of individuals for relocation. Relocation approach will be addressed under the Wildlife Relocation Plan (see Task 3.2).
- Assumes one round of review and response to comments from the City and relevant agencies.

(xi) Rincon Task 7.3.4 Tree Inventory Update and Protection Plan

In accordance with EIR Mitigation Measure *NA-2*, a Tree Protection Plan must be submitted to resource agencies and the City for review prior to construction. Rincon will conduct an updated tree inventory and prepare an updated tree inventory report for the project that identifies protected trees that will be impacted prior to the initiation of construction. The updated tree inventory is required given the length of the elapsed since the initial tree inventory was completed (approx. 10 years).

All trees within the project footprint with diameter-at-breast-height (DBH) of 4 inches or greater will be mapped and tree condition and level of expected impact will be documented. A tree protection zone will be mapped and displayed on a graphic of the project site. The tree protection zone will be defined as the area within the tree dripline out to approximately 5-feet from the dripline to account for the tree's critical root zone.

The Tree Protection Plan will include detailed discussion of methods for tree removal, trimming of branches, and cutting of roots to prevent excessive damage to trees that are not to be removed. The plan will address how trees will be assessed for impact including potentially lethal impacts as well as impacts that could affect structural integrity. A tree inventory log will be prepared to track trees and provide ongoing updates regard tree disposition.

Assumptions

- Assumes one round of review and response to comments from the City.
- Assumes up to 4 hours of agency consulting support would be needed.

LIST OF DELIVERABLES

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- Pre-Construction Survey Findings (Memorandums)
- Biological Monitoring
- Exclusionary Fencing Installation
- Nesting Bird Management Plan
- Wildlife Relocation Plan
- Species Protection Plan
- Tree Inventory Update and Protection Plan

▫ Task 8 Optional Services

For permitting efforts and project implementation support not yet known, such as additional studies requested by the agencies or further agency coordination efforts that may be required prior to construction, an optional services task has been included herein. The optional services task will only be used with prior written approval by prime Consultant. If a task requested by the agencies exceeds the allotted budget due to size or complexity, a separate scope and budget may be warranted.

LIST OF DELIVERABLES

- Permit coordination

TASK 7: CITY OF SANTA BARBARA COORDINATION

7.1 CITY OF SANTA BARBARA DART COORDINATION. Consultant shall prepare project plans, technical specifications, and special provisions for review by the City of Santa Barbara Development Application Review Team (DART) at each submittal milestone. Comments received from the City shall be logged and responses to each comment will be prepared.

7.2 AMENDMENT 3 SCOPE. Coordination with the City of Santa Barbara has expanded to include alternatives analysis for the airport Runway Protection Zone. The task includes the preparation of a letter report to the airport for submission to the FAA.

TASK 8: 35% PS&E

8.1 CONCEPTUAL DESIGN. The conceptual design phase shall include approximately 35% complete design plans with typical sections. The plans will show the preliminary layout of roundabouts, proposed turn lanes, locations of utility poles, utility boxes, drainage culverts, etc. Proposed right-of-way acquisitions will be identified based on the need to accommodate additional traffic lanes and roadway widening, cut and fill slopes, utility relocations, retaining walls, precast arch culverts with natural bottoms, etc.

The Preliminary Design shall also include an analysis of vertical and horizontal curve transitions to the existing roadway profile and alignment and specific safety requirements, such as design speed and sight distance, and preliminary grading requirements for the

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roadway embankment. Evaluate and recommend potentially less costly alternatives where feasible.

At the conclusion of the 35% design phase, the consultant shall provide CAD files showing the required configuration of Hollister Avenue over San Jose Creek to the City's consultant responsible for the design of the replacement bridge, eliminating the need for a separate bike/pedestrian bridge upstream of the existing structure.

Consultant shall perform testing, calculations, and analysis necessary to achieve project goals according to City, Caltrans, and industry standards.

8.2 PREPARE CONCEPTUAL PLANS. The consultant shall produce conceptual plans at 1" = 20' scale. Additional information to be indicated at this stage will include the base map data from field survey and records research, facility sizes, roadway dimensions, and rights-of-way, and presenting plan, elevation, and section views of the proposed improvements along with all existing facilities.

8.3 PRELIMNARY COST ESTIMATE. Consultant shall prepare an initial construction cost estimate based on all anticipated construction items and estimated quantities from the general plan facility dimensions. Consultant shall revise and resubmit preliminary cost estimates as the project progresses at the 65%, 95% and Final stages.

8.4 SUBMIT 35% PLANS. Consultant shall perform quality control on all submittals.

LIST OF DELIVERABLES

- See below

TASK 9: 65% PS&E

9.1 ROADWAY IMPROVEMENT PLANS. The design shall conform to requirements of the City of Goleta and the Caltrans LAPM.

The roadway improvement plans and striping and signing plan shall also be in accordance with the current Caltrans Standards and City of Goleta standard plans or standards approved by the City of Goleta Director of Public Works. Existing utilities shall be indicated in the plan view. These plans will be prepared at 1"=20' scale, on 24" x 36" improvement plan sheets, and will consist of:

- Detail/Typical Cross Section Sheets - include typical sections and other details as required.
- Roadway Improvement Plans - includes plans for the proposed roadway widening and associated improvements. Plans shall provide for roadway improvements in accordance with the City's recommendations. The roadway improvement plan shall consist of a plan and profile format that will also indicate the grading requirements in the plan. The construction drawings shall include

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all drainage and roadway structural details, slope revetment or lining, and design cross sections.

- Any new striping is to extend a minimum of 100 feet beyond the construction limits.
- Cross Sections - includes roadway cross sections based on the previously prepared field survey at 50-foot intervals showing the proposed roadway widening improvements. Cross sections are considered necessary to properly design the improvements and to establish the earthwork volumes and extent of construction or reconstruction beyond the existing right-of-way lines onto private property, where and if necessary. The cross sections and cut and fill quantities will be computer generated and will be included with the bid set.
- Special layout and construction details as required.
- Temporary traffic control and construction staging plans.
- Driveway profiles where work will extend beyond the public right-of-way limits. The profile shall be extended as required for a transition to the existing driveway.
- Retaining walls and precast arch culverts with natural bottoms.
- The Plans, Specifications, and Estimate must be prepared in accordance with Caltrans current CADD User's Manual, Plans Preparation Manual, and Caltrans practices, as well as conform to the City of Goleta's standards and practices.

9.2 AMENDMENT 3 SCOPE. The existing scope is modified to include the additional work for alternatives analysis resulting from the Coastal Development process and optimization of the roundabout designs that greatly improve the operational characteristics of the project. Other redesign work is necessitated by the decision to replace the Hollister Avenue Bridge, which provides an opportunity to greatly improve the roadway geometry on Hollister Avenue.

9.3 AMENDMENT 4 SCOPE. The existing scope is modified to include the additional work for the Caltrans directed realignment and related redesign of the soil-nail retaining wall required at the southbound off-ramp of SR 217. Additional work is also required for design assessments related to the FAA recommendations regarding the Fowler Road encroachment into the Runway Protection Zone of the Santa Barbara Airport.

LIST OF DELIVERABLES

- See below

TASK 10: 95% PS&E

10.1 UPDATE ROADWAY PLANS. A submittal of 95% PS&E shall be made to the City. The submittal shall include the plans, specifications, and estimate. Five sets of 11x 17

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plans with a set of special provisions and the Engineer's Estimate prepared for the 35% submittal shall be reviewed and updated as necessary. Consultant shall perform an independent QA/QC review of the 95% plans, specifications and estimate and incorporate appropriate revisions prior to submittal to the City. Specifications will be prepared in Microsoft Word and the estimate will be prepared in Microsoft Excel.

LIST OF DELIVERABLES

- Five (5) sets of the 95% Plans on 11" x 17"
- Five (5) hard copies of the special provisions
- One (1) electronic copy of the special provisions in Microsoft word format
- Five (5) hard copies of the updated combined "estimate of probable costs"
- One (1) electronic copy of the "estimate of probably costs" in excel format

Hollister Avenue/SR-217 Interchange Modifications,
Ekwill Street & Fowler Road Extensions
List of Anticipated Plan Sheets

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
T	1	Title Sheet	X	X	X	X
G	1	General Notes		X	X	X
CC	3	Construction Control plan		X	X	X
XS	1	Ekwill Street typical sections	X	X	X	X
	1	Kellogg Ave typical sections	X	X	X	X
	2	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps typical sections	X	X	X	X
	1	Fowler Road/Fairview Avenue typical sections	X	X	X	X
L	5	Ekwill Street roadway layout	X	X	X	X
	1	Pine Ave roadway layout	X	X	X	X
	1	Kellogg Avenue roadway layout	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway layout	X	X	X	X
	4	Fowler Road/Fairview Avenue roadway layout	X	X	X	X
P	5	Ekwill Street roadway profile	X	X	X	X
	1	Pine Ave roadway profile	X	X	X	X
	1	Kellogg Avenue roadway profile	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway profile	X	X	X	X

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Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
	4	Fowler Road/Fairview Avenue roadway profile	X	X	X	X
CD	3	ADA ramps, misc.		X	X	X
	5	Roundabout layout/grading		X	X	X
D	5	Ekwill Street drainage plan		X	X	X
	1	Kellogg Avenue drainage plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps drainage plan		X	X	X
	4	Fowler Road/Fairview Avenue drainage plan		X	X	X

Code	Quant	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
D	2	Old San Jose Creek culverts (assumed precast arches)		X	X	X
	6	Drainage profiles		X	X	X
	2	Drainage details		X	X	X
	4	Drainage quantities		X	X	X
WPC	5	Ekwill Street water pollution control plan		X	X	X
	1	Kellogg Avenue water pollution control plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps water pollution control plan		X	X	X
	4	Fowler Road/Fairview Avenue water pollution control plan		X	X	X
	2	Water Pollution Control details		X	X	X
	4	Water Pollution Control quantities		X	X	X
U	5	Ekwill Street utility plan	X	X	X	X
	1	Kellogg Avenue utility plan	X	X	X	X
	4	Fowler Road utility plan	X	X	X	X
	8	Hollister Avenue utility plan	X	X	X	X
SC	3	Ekwill Street RBA staging	X	X	X	X
	4	Hollister Ave RBA staging	X	X	X	X
	3	Fowler Road RBA staging	X	X	X	X
TH	4	Ekwill RBA traffic handling		X	X	X
	1	Kellogg Ave traffic handling		X	X	X

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Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
	12	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps traffic handling		X	X	X
	4	Fowler Road traffic Handling		X	X	X
PD/S	5	Ekwill pavement delineation & sign plan		X	X	X
	1	Kellogg pavement delineation & sign plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps pavement delineation & sign plan		X	X	X
	4	Fowler Road/Fairview Avenue pavement delineation & sign plan		X	X	X
	2	Pavement delineation & sign details		X	X	X
	4	Pavement delineation & sign quantities		X	X	X
PP/IP	5	Ekwill landscaping and irrigation plan	X	X	X	X
	1	Kellogg landscaping and irrigation plan	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps landscaping and irrigation plan	X	X	X	X
	4	Fowler Road/Fairview Avenue landscaping and irrigation plan	X	X	X	X
	2	Landscaping and irrigation details		X	X	X

Code	Quant	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
PP/IP	4	Landscaping and irrigation quantities		X	X	X
E	2	Hollister/Kellogg Traffic Signal Mod		X	X	X
	3	Street lighting plan and details		X	X	X
S	2	Pre-Cast Culvert Foundation Plans		X	X	X
	4	Retaining Wall Plans		X	X	X

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Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
	220	**TOTAL**				

10.2 AMENDMENT 3 SCOPE. The extra work in this phase is a continuation of the work resulting from the same issues in Task 9.1 for that portion of the work that had been advanced past the 65% level.

10.3 AMENDMENT 5 SCOPE. FOWLER ROAD.

The Fowler Road Extension Project was originally designed to extend out to Fairview Avenue on the west. Due external issues the City has directed DHA to reduce the project limits of Fowler Road to terminate at future Technology Drive. The project will follow the same horizontal alignment, with the addition of a knuckle at the Technology Drive intersection. The vertical profile design and roadway drainage design will need to be revised to best fit the new project layout. The revised drainage design will include re-grading the existing ditch out to Old San Jose Creek. This scope change will require revisions to the already well advanced 95% design for Fowler Road, including the modifications of many plan sheets specifications and estimate.

10.4: AMENDMENT 5 SCOPE. ADDITIONAL SUBMITTAL TO CALTRANS.

The project was originally scoped for three submittals to the City during Final Design: 65%, 95%, and a Final Submittal. The original scope included a 65% PS&E submittal for Caltrans Local Assistance review. Caltrans is now requiring a draft of the final submittal, i.e., a 100% PS&E Submittal. This new submittal will include Caltrans design review of all three portions of the project: the Hollister Avenue/Route 217 Roundabouts, the Ekwill Street Extension, and the Fowler Road Extension.

10.5: AMENDMENT 7 SCOPE. REDESIGN OF ROUNDABOUITS ON HOLLISTER.

Redesign of the Hollister Avenue Roundabouts to comply with 2020 guidance.

10.6: AMENDMENT 7 SCOPE. PEER REVIEW.

Accommodation of design changes resulting from City of Goleta Independent Peer Review Team.

10.6: AMENDMENT 7 SCOPE. STREET LIGHT DESIGN.

Design modifications to accommodate City owned streetlights for Project.

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10.7 AMENDMENT 8 SCOPE. 95% PS&E Revisions

These tasks are additional work and revisions to the 95% PS&E package, including:

1. External review comments – Revisions to the Plan and Special Provisions in response to the City Peer Review comments .
2. Yardi/UPS driveway details.
3. Winslow Development – coordination with City and impact to Ekwill Street design.
4. Specification updates to encompass all the permit conditions.
5. Meetings with Caltrans and exhibits prepared for the appraiser and property owner related to changes to access control along Ward Drive.
6. Incorporating requested changes to the Plans and Specifications as a result of the Regional Water Quality Control Board and Caltrans comments with regards to elimination of the storm water treatment areas within the State's right of way, and the related modifications to the storm drain design, planting plans, and hardscaping.
7. Responding to and incorporating additional comments from Caltrans traffic operations and design branches regarding roundabout geometrics and the Design Standard Decision Document.

LIST OF DELIVERABLES

- PS&E updates

TASK 11: FINAL CONTRACT PACKAGE

11.1 ENGINEERS ESTIMATE. Consultant shall prepare an accurate and reliable Engineer's Estimate to be included in the bid documents. Consultant shall provide a construction quantity and cost estimate with each submittal of plans. The unit costs will be based upon the most current cost information for recent similar projects in the area compiled by the consultant. Consultant's final construction cost estimate will be based upon, and in agreement with, the final items of work with estimated quantities.

11.2 FINAL PROJECT PLANS. The design deliverables will include, but not be limited to: Providing final improvement Plans on Mylar ready for advertising and bidding, along with "camera-ready" Specifications (including appendixes), and a complete Engineer's Estimate, all wet seal stamped and signed by a licensed California Civil Engineer. Final plans shall be submitted on Mylar sheets 24" x 36" in size, to a 1"=20' horizontal scale. The final plans and specifications shall be delivered to, and become the property of, the City of Goleta.

The design and scope of services shall also include complete and detailed estimate of quantities; construction cost estimate; answers to all questions regarding the design during the design review process; review of the project site to ensure that the Plans are drawn correctly; and attendance at project related meetings.

11.3 CONSTRUCTION SCHEDULE. Consultant shall calculate the amount of liquidated damages and determine the length of time in working days for construction.

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11.4 FINAL SPECIFICATIONS. The City will provide the consultant with its boilerplate Specifications and Technical Provisions in Microsoft Word format.

Consultant shall be responsible for compiling the Project Specifications which are to be based upon the latest Caltrans Standard Specifications and the latest Caltrans Standard Special Provisions shall be incorporated into the bid documents. Consultant shall provide a write up for the project specific scope of work in the Technical Specifications. The Specifications shall be signed and "wet sealed" by consultant's Civil Engineer registered in the State of California, which will constitute a certification that they are complete and ready for bidding purposes and awarding of a contract for construction of the improvements.

11.5 SUBMITTALS:

Consultant shall submit three (3) sets of bound copies of the design drawings, including cross-sections, with each submittal for checking by the City, along with the previous red lined submittal prints. The design drawings should be as complete, accurate, and error-free as possible before Plan checking is considered, in order to reduce the number of Plan checks required and related costs therefore to the City and Consultant. Each submittal is to include documentation of QC checks completed by consultant prior to submission for City review. Submittals shall be at the 35%, 65%, and 95% and Final design stages.

- Consultant shall submit three (3) sets of the contract specification documents with each submittal for checking by the City, along with the previous check prints. A disk in Microsoft Word format containing the final Contract Documents shall be submitted to the City.
- The design shall include new improvements within existing State right-of-way or right-of-way to be acquired by the Project that will become State-owned improvements upon final completion of the Project. Consultant's design shall therefore require the review and approval of Caltrans. This review process shall be in accordance with Caltrans procedures. Consultant shall prepare, submit, and coordinate with Caltrans all required PS&E documents through final approval of the design on behalf of the City. The City will review all PS&E documents prior to their submission to Caltrans.
- Prepare RE File and Materials Information Handbook.

11.6 AMENDMENT 8 SCOPE. Value Engineering; Reduce Overall Construction Costs/Scope Reductions

This task includes assessing and implementing changes to the PS&E in order to reduce the overall construction costs of the project includes assessment of design changes to the Ekwill Street crossing at Old San Jose Creek.

LIST OF DELIVERABLES

- Cost reduction matrix
- Revised PS&E changes for cost reduction

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11.7 AMENDMENT 9 SCOPE. Revision to 95% PS&E.
Additional effort is required by Consultant to accommodate extensive Caltrans comments at the 95% PS&E. The additional effort includes:

- Consultant shall make design revisions to the Hollister Ave roundabouts and develop new design options for Ward Drive to accommodate an updated Roundabout Performance Check. Consultant. Consultant shall implement selected design option and make all necessary design changes to plan set and specifications. Consultant shall convert the roundabout performance check exhibits from AutoCAD to MicroStation (merged DGN) and update the Design Standard Decision Document (DSDD) to reflect the agreed upon Ward Drive design option
- Consultant shall prepare modifications to the Stage Construction, Traffic Handling, Traffic Management Plan, and Specifications, to accommodate two Caltrans two adjacent construction projects ongoing at the same time as the project. Consultant shall support the City's extensive public outreach prior to construction.
- Consultant shall accommodate Caltrans request to remove pervious concrete pavement and under-sidewalk drains along Hollister Avenue requiring additional drainage calculations, a new Caltrans drainage report, SWDR modifications, extensive plan and exhibit revisions, revisions to landscape/irrigation plans, and update to the Storm Water Management Plan.
- Consultant shall redesign Fowler Road and Ekwill Street to remove the use of previously designated Temporary Construction Easements (TCE's).
- Consultant shall revise soil-nail retaining wall design at the SB Route 217 Off-Ramp per Caltrans review comments and make associated changes to the Specifications and cost estimate.
- Consultant shall revise the Mitigation Plans and Temporary Water Pollution Control Plans to accommodate requests from the California Coastal Commission.
- Consultant shall revise the landscaping plans along Hollister Avenue as a result of the removal of stormwater retention facilities.
- Consultant shall prepare Construction Staging Plans to show one stage per plan sheet.

TASK 12: RIGHT OF WAY ENGINEERING

12.1 Right of way engineering tasks shall be performed primarily by MNS Engineering under the direction of consultant. This task is to prepare the required maps, legal descriptions, deeds, sketches, and back up data to support the right of way acquisition effort. The RW Engineering shall be performed per the Caltrans RW Manual. A Record of Survey shall be prepared for each of the three project locations as soon as the alignments are finalized. These maps will show the new roadway alignments and serve not only as a way to retrace the corridors in the future, but also to make the legal description process much less tedious and time-consuming. The maps will also show all property monuments recovered in the retracement process allowing for the preservation of those locations.

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12.1.1 Consultant shall prepare records of survey for each project location and file with the County Recorder. Monuments shall be set to facilitate recovery of the alignments and to serve as initial, local project control for construction.

12.1.2 Consultant shall determine the precise areas needed for permanent and temporary easements and for areas of interagency transfer. It is anticipated that approximately 33 permanent (private and interagency combined) fee or easements and 20 temporary construction easements (including 2 possible staging areas not yet defined) will be required.

12.1.3 Consultant shall prepare appraisal maps for each of the three project locations identifying the parcel number, owner, type of easement, size of easement and remainder size. Parcel numbers for State R/W changes will receive State-designated number. Parcel numbers for City of Goleta shall be assigned distinct numbers related to assessor's numbers, property addresses or other suitable system.

12.1.4 Consultant shall provide updates to the existing project Right of Way Needs spreadsheet to accompany the appraisal map for appraisal and acquisition agents.

12.1.5 Consultant shall prepare legal descriptions for each parcel to be acquired for temporary or permanent use.

12.1.6 Consultant shall prepare legal descriptions for existing easements to be quitclaimed to the City or State (if any).

12.1.7 Consultant shall prepare legal description and sketch for abandonment of Kellogg Place for use by the City in the abandonment and conveyance process.

12.1.8 Consultant shall prepare sketches for all non-state related acquisitions.

12.1.9 Consultant shall maintain separate parcel files for each acquisition containing information such as title reports, existing easements, descriptions of parcels to be acquired or relinquished, vesting deeds and basic parcel information.

12.1.10 Consultant shall coordinate with City of Goleta real property, City of Santa Barbara real property, Caltrans R/W, project engineer and appraisal and acquisition personnel and support them during the acquisition process.

12.1.11 Consultant shall prepare final R/W map for the Highway 217 corridor for filing by Caltrans.

12.2 Under the direction of consultant HJA shall obtain current updated preliminary title reports for the properties subject to acquisition.

12.3 AMENDMENT 3 SCOPE. Engineering for additional R/W work is needed:

The additional right of way work includes increasing the parcel requirements from an estimated 53 to an estimated 60 parcels. Several original parcels have been removed and replaced with right of entry permits, but still require the creation of the parcel legal descriptions. Several changes have been made to the alignments for Ekwill and Hollister, resulting in needs to change appraisal maps, legal descriptions, plats, and closures and to conduct the QA/QC for each change.

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Research and review of prior rights information provided by Goleta Water District to aid in the City's evaluation of GWD claims. Preparation of a Prior Rights Report

Additional survey work related to RW for staking proposed right of way limits for several parcels.

Prior Rights Research and correspondence, and underlying fee determination for portions of Kellogg Way and Kellogg Ave that may be included in property swap.

Coordination, meetings, changes and preparation of plats, legal descriptions, closures, and review, signing and distribution for the additional parcels.

12.4 AMENDMENT 6 SCOPE. Revise right of way maps and legal descriptions to conform with the requirements by Caltrans.

12.5 AMENDMENT 8 SCOPE. Right of Way Engineering

This task includes work for Hamner, Jewell & Associates for appraisals, appraisal reviews, and acquisition work for denial of access rights added by Caltrans on AP# 071-140-064 (Giorgi) parcel, TCE extensions on parcels 071-130-081 (600 Pine Partners LLC) and 071-130-069 (BT-Oh LLC), as well as TCE extensions for Catalina Barber, Sanders Hotel, BT-Oh, LLC (UPS) and Kellogg LLC, and Caltrans Right of Way Certification support and processing of required RW items with Caltrans.

LIST OF DELIVERABLES

- Appraisals and appraisal reviews
- Caltrans ROW Certification support

TASK 13: RIGHT OF WAY APPRAISALS

Consultant shall oversee and direct Hamner, Jewell & Associates (HJA) in the appraisal and acquisition of right of way for the project.

13.1 Under the direction of consultant, HJA shall obtain appraisals from a state licensed real estate appraiser, prepared in conformance with state laws and Caltrans guidelines, as required to set the basis of right of way purchase offers to private property owners by the City. All appraisals shall be submitted to the City for review and pre-approval prior to purchase offer presentations. If project funding requires formal third-party appraisal reviews, this proposal assumes Caltrans staff shall provide the required appraisal reviews. This scope does not include any appraisal of public lands held by City, County, County Flood Control, or State; it is assumed that appraisals will only be required for the acquisitions of private properties listed in Task 14.

13.2 AMENDMENT 3 SCOPE. The following parcels have been added since the original scope was prepared:

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AP 071-130-062	Yardi/Torridan	This parcel was not on the original list but has been identified as requiring an acquisition. PTR and appraisal will be required. Entry coordination for project studies required.
AP 071-130-049	Goleta Business Park	This parcel was not on the contract list but has been identified as requiring an acquisition. PTR and appraisal are required.
AP 071-130-040	Towbes (TCP Pine)	PTR obtained for this parcel; access coordination for site studies performed. Additional permanent r/w acquisition sought. Appraisal may be required.
AP 071-140-053	Kunze	No PTR requested, TCE may be avoided however some coordination may be necessary in conjunction with driveway access
AP 071-140-064	Giorgi	PTR requested for this out-of-scope parcel; evaluation support regarding Caltrans denial of access requirement.
AP 071-190-034	Kellogg Ave LLC	New TCE required for retaining wall construction; this parcel was not in the original contract scope of work. Assume TCE without an appraisal
AP 071-190-035	SYCAL Properties	Right of Entry for Driveway conform added/required
AP 071-170-061	Himelsein	Right of Entry for Driveway conform added/required
AP 071-170-062	See Family Trust	Right of Entry for Driveway conform added/required
AP 071-170-063	Antonucci	Right of Entry for Driveway conform added/required
AP 071-170-064	Antonucci	Right of Entry for Driveway conform added/required
AP 071-140-068	Catalina Barber	Right of Entry for Driveway conform added/required
AP 071-140-056	Bottiani	Right of Entry for Driveway conform added/required

13.3 AMENDMENT 6 SCOPE. UPDATE APPRAISALS.

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Revise and update appraisals for parcels affected by the changes resulting from Caltrans requirements to keep the Ekwill Fowler Project independent for right of way work.

13.4 AMENDMENT 7 SCOPE. UPDATE TCE's.
Revise and update appraisals for Temporary Construction Easements (TCE's) throughout Project.

13.5 AMENDMENT 9 SCOPE. Right of Way Appraisals and TCE Extensions.
Consultant shall provide additional support for approval of access denial acquisition on Ward Drive and secure TCE extensions throughout the project.

TASK 14: RIGHT OF WAY ACQUISITION

Under the direction of consultant HJA shall prepare offer packages based upon the appraisals, for presentation to each involved property owner. Offer packages shall include an offer letter, Appraisal Summary Statement, proposed Acquisition Agreement, and Deed. Consultant shall present these documents for City review and pre-approval prior to presenting offers to property owners. Concurrently consultant shall seek Caltrans review and approval of the appraisals, prior to proceeding with making the purchase offers. If requested by the City, consultant shall have the limits of right of way acquisition staked in the field with lath and flagging to assist in visualizing the limits of the right of way being acquired. After offer presentation, consultant shall handle all follow up negotiations in pursuit of mutually acceptable amicable purchase agreements with each owner to finalize the property purchases. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, consultant shall coordinate with City and, if appropriate, with the City Attorney's office in conjunction with any required Necessity Hearing scheduling. For those on which we reach final agreements, we would process all documents for necessary approvals and coordinate escrows, title insurance, and closings. This project shall also require a residential relocation. Consultant shall provide relocation assistance in conformance with the California Government Code and, if federal funding is involved, in accordance with the provisions of the federal Uniform Act. Relocation assistance shall include interviewing tenants, providing required noticing, conducting market surveys to set benefit levels and identify potential replacement sites, present the tenant with referrals to potential replacement housing options, provide moving bid coordination, claim preparation and processing, and payment distribution and payment receipt documentation. Consultant shall also prepare a Relocation Plan in advance of making the property purchase offers and triggering relocation eligibility. Consultant shall draft any required Right of Way Certification.

Following is the list of parcels included in this proposal:

Assessor's Parcel Number	Owner	Type of Acquisition
071-130-051, -006	Mauracher	Partial
071-170-080, -083, and -079	University Properties	Partial and Full
071-170-082	Winnikoff Trust	Partial

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Assessor's Parcel Number	Owner	Type of Acquisition
071-130-023	McPage Enterprises	Partial
071-151-011	McLeans Auto Body & Paint	Partial
071-140-067 and -068	Catalina Barber Corp	Full/Exchange
071-090-078	DLC Enterprises	Partial
071-090-036	Newland	Partial (+ Relocation)
071-090-007	Islay Investments	Partial
071-140-046	Bottiani	Partial/ Exchange
071-330-009	Jurkowitz Trust	Partial

14.1 AMENDMENT 3 SCOPE. The original scope of services is amended to provide:

An independent fee reviewer to comply with Caltrans review appraisal requirements. (Original scope assumed Caltrans would provide this service).

Due to timeline differentials with obtaining environmental clearances and funding, the Newland and Bottiani parcels now have different appraisal and offer descriptions.

Acquisition for the parcels listed under Task 13.2 above.

14.2 AMENDMENT 4 SCOPE. The original scope of services is amended to provide:

- Additional effort related to unanticipated prolonged and complicated acquisition negotiations on several properties.
- Additional effort related to support services for the City's filing of a Resolution of Necessity for five parcels.
- Additional effort relayed to required revisions to existing appraisals for certain properties.

14.3 AMENDMENT 5 SCOPE. Due to the changes to the Fowler Road project, there is additional Right of Way work that must be completed. The new knuckle at the western end of Fowler Road at Technology Drive will require a small right of way acquisition as well as modifications to the Temporary Construction Easement at the same parcel. At this point in the project, the majority of the right of way work has been completed for the Fowler Road project, and escrow has closed for the Temporary Construction Easement. Additional work is therefore required to obtaining a Preliminary Title Report, Appraisal, and Acquisition. The additional effort includes work for subconsultant MNS for surveying to complete the appraisal map, and for subconsultant Hamner, Jewell & Associates to complete the appraisals and acquisition work.

14.4 AMENDMENT 6 SCOPE. Revise and update acquisition work for parcels affected by the changes resulting from Caltrans requirements to keep the Ekwill Fowler Project

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independent for right of way work. Extend the work required for ongoing negotiations with other parcels that have expanded into protracted negotiations.

TASK 15: UTILITY COORDINATION

Consultant shall provide utility coordination throughout the project in accordance with Chapter 13 of the Caltrans' Right of Way Manual as required. This task involves communicating the City's project to the utility owners within the project limits and working with them to complete their plans and relocations for those utilities that conflict with the proposed project. Anticipated work under this task is as follows:

15.1 VERIFY EXISTING UTILITIES: Collect available utility information and review the topographic base map in order to identify existing utilities. A utility base map shall be prepared and sent to utility owners for verification. Part of the verification process is to obtain additional utility information from the owners such as as-built record drawings and atlas sheets, as well as determining the facility's function.

Finally, the utility base map is revised using the utility owner provided items and information our team has developed over the course of the task.

- Utility Base Map: Prepare a utility base map to be used in conjunction with the topographic base map. Essentially, this base map documents the best available utility location information such as: USA markings; interpretation of as-built record drawings and utility atlas sheets; and pothole information.
- Utility Matrix: Prepare a utility matrix to organize and document in one location all the utility coordination activities including: owner; contact name, telephone, and facsimile numbers; mailing and physical addresses; email addresses; dates and methods of communication; description of effected utility; method of conflict resolution, if any; status of relocation plans, if any; etc.

  This matrix is provided to the City and utility owners to provide a transparent understanding of all the utility locations, conflicts, and issues to all potentially affected stakeholders. For example, often cable TV and telephone facilities are carried on electric poles. Using the matrix, the cable TV/telephone representatives can get a clear understanding of the project impacts to poles which they are on, but over which they have little to no control over.
- Utility Letter A (Verification) Package: Letter, matrix and associated plans that outline the proposed design and right-of-way, and existing utilities as mapped in the field. This letter puts the utility owner on notice that the City is intending to construct a project that may affect their facilities.
- As-Built Record Drawings: A primary function of the Utility Letter A is to gather and incorporate into the utility base mapping any utility owner record drawings or other pertinent information.

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15.2 POSITIVE IDENTIFICATION AND DETERMINATION OF LIABILITY: Prepare and execute a potholing plan to provide positive identification and location of utility facilities that may conflict with the project.

High-risk vs. low-risk utility facilities will also be identified.

- Potholing: Obtaining positive location information of underground utilities that may be in conflict with the proposed project improvements, and all high-risk utilities within the project limits. The potholes will be surveyed and added to the project topo maps. Since the exact number of potholes cannot be determined in advance, consultant has assumed approximately two full days of potholing activity will be needed.
- Utility Letter B (Request for Relocation Plans) Package: Letter, updated matrix and associated plans that identify potential utility conflicts and approximate relocation schedules. This is a formal coordination letter that identifies the relocation work and schedule required to complete the relocations. Packages shall be sent to all utility owners within the project limits – regardless of potential conflict or not – in order to provide transparency of all utility coordination.
- Relocation Parameters: Provide utility relocation parameters for utility owner relocations plans.

15.3 COORDINATE RELOCATION: Coordinate any and all modifications, changes, or relocations of existing underground and/or overhead utilities with respective utility companies. Where feasible, every effort shall be made to complete any and all modifications, changes, or relocations of existing underground and/or overhead utilities prior to construction.

Should the utility companies or the City decide to underground existing overhead utilities as part of the relocation, or desire the installation of conduits for future undergrounding or expansion of their facilities, Consultant shall work with the respective utility companies to incorporate their design into the plan set and assist in the development of cost sharing between the utility companies and the City in the utility relocation agreements for the additional cost of trenching, conduits, vaults, etc. associated with the undergrounding. The design of any “dry” utilities (overhead or underground) is not a part of this scope of work.

This scope of work assumes that the City shall prepare any utility relocation agreements.

Schedules and progress reports for utility efforts shall be prepared. Plans and cost estimates provided by the utility companies shall be reviewed and recommendations shall be made.

- Field Meetings: Attend field meetings with utility owner representatives.
- Utility Specifications: Prepare special provisions relating to utility coordination during construction including timing and duration of construction windows for utility relocations performed by owner’s forces.
- Utility Plans: Finalize utility plans for contract documentation plan set.

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- Utility "C" Letter (Notice to Owner) Package: Letter, updated matrix and final project plans that show location and elevation of existing utility and the proposed utility relocations. This letter satisfies the requirements in regard to utility conflicts.
- RE Pending File: The last step of this task is to provide documentation of the utility coordination effort for the City and the RE Pending file. This will provide the City with

15.4 AMENDMENT 3 SCOPE. Expanded utility coordination due to the presence of several mainline trunk utilities that run along Hollister Avenue. Utility relocation efforts for these facilities are going to require additional potholing (20 original vs. 60 now), along with intensive coordination to accomplish the staged construction on Hollister Avenue.

15.5 AMENDMENT 5 SCOPE. The utility coordination process has proven to be much more extensive than originally scoped. The level of coordination and utility design for the Hollister Avenue/Route 217 Roundabouts has proved to be more extensive than originally scoped and requires extension additional coordination with the Hollister Avenue Bridge project, as well. Amendment 5 addresses the additional work by DHA to complete the utility coordination for the project.

Temporary traffic signal staging plans have expanded to four stages of construction with multiple signal head moves for each stage. Consequently, DHA will secure a new electrical subconsultant (Y&C) to prepare up to an additional 18 plan sheets to accommodate the various stages of construction for the signals and streetlights.

15.6 AMENDMENT 6 SCOPE. Continue coordination with the owners of affected utilities. This coordination will be on-going throughout the remainder of the design project. The work includes coordinating final relocation plans with utility owners, and assisting the City with utility agreements, and preparing the final utility relocation letters. Upon receipt of comments on the 95% submittal package, facilitate a review session with the City to discuss review comments and resolve any conflicting comments.

Revise the plans to delete the Caltrans style lights and add custom streetlights in the City right of way. Modify technical special provisions to address City comments, changes to the plans, or unique revisions and coordinate them with the City boilerplate.

15.7 AMENDMENT 8 SCOPE. Additional Utility Coordination
MNS will continue to coordinate with the owners of effected utilities. This coordination will be ongoing throughout the remainder of the project. The work includes coordinating final relocation plans with DHA designers and utility owners, and assisting the City with utility agreements, and preparing the final utility relocation letters.

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15.8 AMENDMENT 9 SCOPE. Additional Utility Coordination.
Consultant shall continue to coordinate with the owners of effected utilities. The work includes coordinating final relocation plans with and utility owners and overseeing/monitoring pre-construction relocations.

LIST OF DELIVERABLES

- Final utility relocation letters
- Utility Agreement Assistance

TASK 16: MITIGATION MONITORING PLAN

PERMIT CONDITONS SUMMARY TABLE AND PS&E INTEGRATION

16.1 PREPARE SUMMARY TABLE. Once permitting conditions have been finalized Consultant shall compile the Permit Conditions Summary Table, which is comprised of a list of mitigation measures and conditions of approval identified during environmental review and the permitting process. This would comply with Caltrans' Local Assistance Procedures Manual that requires the following be submitted to the District Local Assistance Engineer (DLAE):

> "The local agency shall develop a list of all mitigation as related to NEPA and provide it along with the technical reports and draft environmental document to the DLAE.
>
> The local agency shall certify that all required mitigation has been completed and/or is included in the Final Plans, Specifications and Estimate (PS&E), and that any required ongoing maintenance of mitigation is implemented (23 CFR Parts 635,771, and 772)."

This task will satisfy the Environmental Commitments Record as described in Section 39 of the Caltrans Standard Environmental Reference.

16.2 INTEGRATE ENVIRONMENTAL INFORMATION WITH PS&E DEVELOPMENT. The PS&E specifications sheets and final bid package shall incorporate inputs from the permitting process. The task would involve:

- Integrate mitigation measures into the PS&E.
- Prepare the Permit Conditions Summary Table and specifications

16.3 MITIGATION PLAN. Consultant shall prepare a biological mitigation plan that fulfills all of the requirements of the City's EIR and provides the biological information needed to support the COE, CDFG, RWQCB, and CCC permit applications (as indicated in Task 6 Permitting). Integrate the compensatory mitigation plan into the biological mitigation and

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monitoring plan required by Mitigation Measure NA-1 in the EIR (herein referred to as the Mitigation Plan).

The Mitigation Plan shall comprise a biological mitigation and monitoring plan that incorporates all of the biological conditions related to construction of the project, including the "compensatory mitigation plan" required to obtain a section 404 permit from the COE. The plan shall include protection and replacement of habitats, streams, and wetlands, and measures for the protection of sensitive plants and animals, as described in the EIR. The compensatory mitigation plan shall include site selection information, a mitigation work plan and maintenance plan, performance standards and monitoring requirements, and long-term and adaptive management plans. The Mitigation Plan shall include the following components as identified and described in further detail in the EIR:

- Protection and replacement of riparian habitat
- Native tree inventory and protection plan
- Wetland habitat restoration
- Pre-construction floristic surveys and compensation
- Plant restoration
- Construction restrictions for riparian birds and raptors
- Construction zone housekeeping
- Maintenance restrictions
- Avoid/minimize impacts to least Bell's vireo

The following tasks shall be implemented in order to create the Mitigation Plan:

16.3.1 COMPENSATORY MITIGATION SITE SELECTION. Select specific sites for restoration, enhancement and/or creation required to complete the Mitigation Plan and obtain key permits. The City shall provide descriptions of potential available locations and acreage suitable for compensatory mitigation. Consultant shall make recommendations to the City regarding the locations for the compensatory mitigation site(s).

16.3.2 FIELD VISITS AND GROUND-TRUTH DATA. Conduct a field visit to verify biological resource information gathered during the preparation of the EIR is accurate and up to date. Map native trees for preparation of the native tree inventory and protection plan.

16.3.3 COORDINATE WITH LANDSCAPE ARCHITECT ON LANDSCAPE AND IRRIGATION PLANS AND SPECIFICATIONS. Provide a restoration biologist to provide input on landscape and irrigation plan drawings and specifications, including plant/seed layouts, palettes, and specifications.

16.3.4 PREPARE DRAFT MITIGATION MONITORING PLAN. Prepare a draft Mitigation Monitoring Plan. The Mitigation and Monitoring Plan will be coordinated with the project landscape plans. The restoration component of the mitigation plan shall include details on restoration locations and habitat types, plant/seed source, plant layouts and palettes, plant and seed installation methods, irrigation methods, restoration schedule, a description of the 5-year maintenance and monitoring program methods, and include the following performance standards:

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- Native cover must be 70 percent after three years and retain 70 percent coverage by the end of the 5-year monitoring and maintenance period.
- Non-native invasive plants, excluding non-native grasses, must remain below 10 percent of total vegetation cover at all times.
- Vegetation must survive without supplemental irrigation for at least 2 years.
- No single species shall constitute more than 50 percent of the vegetative cover.
- Replacement plants shall be monitored for a minimum of 3 years to ensure successful establishment.
- The draft Mitigation Plan will be submitted electronically for review and approval by the resource agencies and Goleta.

16.3.5 PREPARE FINAL MITIGATION PLAN. Revise the Mitigation Plan based on comments from agencies and Goleta and prepare a final Mitigation Plan. Submit 10 copies of the final Mitigation Plan to the permitting agencies and Goleta on hard copies or CD as appropriate.

16.4 AMENDMENT 3 SCOPE. Identification of a potential mitigation site on the City of Santa Barbara Airport property along Hollister Avenue and preparation of a preliminary concept paper to facilitate Airport review and approval. Conduct all field surveys, mapping, and conceptual plan preparation for the mitigation sites, including the site on the Airport property.

16.5 AMENDMENT 5 SCOPE. DHA and URS will prepare the final response to RWQCB comments as related to the Mitigation Plan. URS will amend the Mitigation Plan to reflect the revised project impacts related to the reduction in scope of Fowler Road. The revised Mitigation Plan measures will be incorporated into the PS&E and into a revised Permit Conditions Summary Sheet.

LIST OF DELIVERABLES

- Biological inputs for the landscape and irrigation plans
- Draft Mitigation Plan
- Final Mitigation Plan
- Draft Revised Mitigation Plan
- Final Revised Mitigation Plan

16.6 AMENDMENT 6 SCOPE. Permits 1 through 5. The following activities are needed for updating the environmental documents for the project:

1. Revised Biological Mitigation and Monitoring Plan. Work to be undertaken as part of this task includes, but is not limited to:

- Conduct field reconnaissance and desktop analysis to identify potentially suitable replacement mitigation site(s).
- Coordinate with the City to identify which replacement mitigation sites are suitable and acceptable.

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- Prepare updated maps of the suitable mitigation sites illustrating proposed restoration efforts and existing constraints and prepare an associated fact sheet outlining the benefits of the revisions. The maps and fact sheet will be prepared for use by the Project team and the City for discussions with the agencies and the public.
- Participate in one meeting with the public for desktop and field review of the suitable mitigation sites.
- Revise the 2016 Biological Mitigation and Monitoring Plan once the mitigation sites have been agreed upon by all parties. Please note, only restoration-specific sections will be revised, and the remainder of the plan will remain as previously written.
- Coordinate agency submittal and approval of the revised Biological Mitigation and Monitoring Plan.
- Coordinate with Rincon Consultants on mitigation-specific aspects of the Environmental Impact Report Addendum. Rincon is conducting revisions to the addendum under a separate contract.

2. Environmental Enhancement and Mitigation Grant Program Assistance. Work to be undertaken as part of this task includes, but is not limited to:

- Provide information as needed for mitigation-specific items to City to be incorporated into the application.
- Review mitigation-specific text prepared by City.
- Revise the one previously prepared EEMP-specific GIS figure per updates to the mitigation sites as described above.

16.7 AMENDMENT 7 SCOPE. SUPPORT TO DEFEND LEGAL CHALLENGE TO EIR ADDENDUM.

Provide support services to the City to defend lawsuit against the EIR Addendum and associated Bio-Mitigation Plan.

16.8 AMENDMENT 7 SCOPE. ACQUIRE NATIVE PLANTS FOR BIO-MITIGATION.

Implementation of plant and seed propagation plan for the Bio-Mitigation Plan with $23,360 deposit so that native plants from the project site can be grown in a nursery.

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TASK 17: PROVIDE BIDDING AND CONSTRUCTION SUPPORT

17.1 Consultant shall interpret plans and specifications as required during the bidding process. Attend and participate in a pre-bid meeting with potential bidders. Consultant shall answer questions regarding the Technical Provisions and the design drawings during the bidding process.

This Amendment 5 request includes the time and effort for DHA to complete the extra submittal for Fowler Road and Hollister Avenue/Route 217, and for MNS to compete the extra submittal for Ekwill Street.

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17.2 AMENDMENT 6 SCOPE. Consultant shall provide bid period support for the PS&E and associated construction package documents produced by the design team, including items added by earlier amendments. Task is clarified to be only bid period support. Design support during construction will be negotiated and authorized for the CON phase of the project.

17.3 AMENDMENT 8 SCOPE. Additional Bidding Support

This Amendment includes anticipated design support for MNS during the bidding phase.

17.4 AMENDMENT 9 SCOPE. Bidding & Construction Support.

Consultant shall provide design support during construction through out construction phase of project.

TASK 18: AMENDMENT 5 SCOPE. ADDITIONAL REPORTS TO CALTRANS.

The project was originally scoped for submittals to City based on preparing standard engineering reports needed for the project. Caltrans requires additional reports to be prepared over and above the original scope. Now that the Caltrans involvement has changed to include the entire project oversight, not just the portion in State right of way,

these reports need to be prepared and submitted to Caltrans in their specific format for every segment of the project. The new reports include Design Exceptions, Storm Water Data Reports, and the Traffic Management Plan. This amendment request includes the additional work for DHA to prepare and submit these reports for Caltrans review, including the subsequent report revisions and responses to Caltrans comments

19 AMENDMENT 9 SCOPE. PEER REVIEWS.
Consultant shall address Peer Review Comments from City independent design review consultant and from City Construction Management Consultant.

CITY OF GOLETA RESPONSIBILITIES

- Provide basic criteria for project design, record drawings, and preprinted portions of the specifications.
- Provide copies of available pertinent City records, such as survey ties, benchmarks, road plans, and record maps the City knowingly has in its possession.
- Print and distribute final bid documents, unless requested as an additional service.
- Mediate with landowners for access to and provisions for consultant to enter upon private and public lands.
- Provide all other required services that cannot, by law, be performed by consultant.

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EXHIBIT B-8
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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AMENDMENT NO. 8
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DEWBERRY ENGINEERING

This **Amendment No. 8** to the Professional Design Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **DEWBERRY ENGINEERING, a New York Corporation** ("Consultant") dated August 7, 2012 ("Agreement," Agreement No. 2012-090) is made on this 19th day of October 2021.

SECTION A. RECITALS

1. This Agreement is for the professional design engineering, permitting, and right of way services in conjunction with the Ekwill Street and Fowler Road Extensions Project; and

2. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed $4,283,272; and

3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of $548,798 for additional tasks; and

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

5. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2024; and

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

7. The parties desire to amend Exhibit A-7 by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit A-8; and

8. The Agreement currently provides in Exhibit B-6 entitled "Schedule of fees" the hourly rates; and

9. The parties desire to amend Exhibit B-6 of the Agreement to identify the new hourly rates, attached as "Exhibit B-7"; and

10. The Agreement did not provide for the Agreement or any amendments to be executed in counterparts by facsimile or electronic mail; and

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11. The parties desire to amend the Agreement to allow for execution of the Agreement and amendments by facsimile and electronic mail in order to expedite the finalization of the agreements; and

12. The City Council approved this Amendment No.8, on this 19th day of October 2021.

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 $548,798 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 $4,832,070 (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 twelve months to read in its entirety.

The term of this Agreement is from the date first written above to June 30, 2024, 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-7 "Scope of Work" with **Exhibit A-8 "Scope of Work"** attached hereto and incorporated herein.

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

Exhibit B-6 "Schedule of Fees" with **Exhibit B-7 "Compensation"** attached hereto and incorporated herein.

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5. **Section 49. <u>COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES</u>**

of the Agreement is added to include counterparts and electronic/facsimile signatures as follows:

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.

6. 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.8 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

DocuSigned by:
Michelle Greene
Michelle Greene, City Manager

CONSULTANT

DocuSigned by:
Dennis Haglan, Dewberry
Dennis Haglan, Vice President

ATTEST:

DocuSigned by:
Deborah Lopez
Deborah Lopez, City Clerk

DocuSigned by:
Matthew Satow
Matt Satow, Vice President

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:
Winnie Cai
Winnie Cai, Assistant City Attorney

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Exhibit A-8
Scope of Work

TASK 1: MANAGEMENT

1.1 PROJECT MANAGEMENT

1.1.1 Consultant shall communicate regularly with City staff using telephone, fax, email, written correspondence, and face-to-face meetings as required throughout the term of the contract. Consultant shall prepare draft letters requesting right of entry into private parcels for surveys, geotechnical investigations and right of way purposes. These draft letters can be used by the City to cut and paste onto City letterhead for transmittal by the City to the affected property owners.

1.1.2 Consultant shall schedule, chair, and prepare meeting agendas and notes for Project Development Team (PDT) meetings. The agendas are to be submitted to the City for review prior to the meeting. The notes will be distributed to all attendees, everyone who was invited, and the City's Project Manager within five (5) working days after the meeting. The notes will include, but not be limited to, a list of attendees with phone numbers and email, a synopsis of discussion items, any pertinent information, decisions made, action items, and follow-up to action items. Up to 4 PDT meetings are anticipated for this task.

1.1.3 Consultant shall attend and present information, as required, at meetings with the City's Project Team, with stakeholder groups, or before the City Council.

1.1.4 Consultant shall monitor the quality of all deliverables, calculations, and other work products. Consultant shall follow our internal quality control procedures, including a documented peer review and constructability review.

1.1.5 Consultant shall develop and maintain a project schedule and shall provide the City with a monthly updated schedule that will be incorporated into the City's overall project schedule. The overall project schedule shall be maintained by the City.

1.2 RESEARCH RECORD INFORMATION. Consultant shall research existing record drawings, maps, and supplement with field surveying, as necessary, to determine existing conditions. Consultant shall provide a Report of Project Items based on the findings of this research and investigation of record information. The report, at a minimum, shall include, but not be limited to, the following:

- The report shall itemize the results of all research and investigation including cataloging the sources of information.
- Identify locations of potential conflicts or constraints that may impact the design of the project.
- Identify conflicts of potholed underground utilities and overhead improvements.
- Identify right-of-way, easement, and environmental constraints.

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1.3 AMENDMENT 3 SCOPE - PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for the oversight and day-to-day management of the project team. The additional work is primarily due to an extended project delivery schedule of over one year.

1.4 AMENDMENT 4 SCOPE - PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for the oversight and day-to-day management of the project team.

1.5 AMENDMENT 5 SCOPE - PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for the oversight and day-to-day management of the project team for an additional year in time. This increase in time is the consequence of the required revisions to the Fowler Road scope and related modification to permitting.

1.6 AMENDMENT 6 SCOPE: PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for oversight and day-to-day management of the project team for an additional 18 months. This extension is a consequence of the additional work related to environmental mitigation, permit application review periods and right of way negotiation duration.

1.7 AMENDMENT 7 SCOPE: PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for oversight and day-to-day management of the project team for an additional 6 months. This extension is a consequence of the additional work related to design, environmental mitigation and right of way.

1.8 AMENDMENT 8 SCOPE: PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for oversight and day-to-day management of the project team for an additional 10-12 months. This extension is a consequence of the additional work related to design, environmental mitigation and permitting, environmental pre-construction surveys, utility coordination, and right of way.

LIST OF DELIVERABLES:

- ✓ Prepare Monthly progress reports with action item log and schedule update

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- ✓ Prepare Meeting Agendas and Notes for meetings held at City office
- ✓ Bi-weekly PDT Phone Conference Attendance

TASK 2: SURVEYING

2.1 FIELD SURVEYS AND TOPOGRAPHIC MAPPING. Consultant shall review the existing topographic mapping, boundary, right of way and easement mapping, and to fill in with additional surveyed data as necessary to complete the base map for design. The following work items shall be included:

2.1.1 Recover survey control from previous project work and establish new project survey network.

2.1.2 Review of preliminary title reports (approximately 18) as provided in Task 12.2. Review previous boundary and easement mapping for additions and changes since the previous mapping was completed.

2.1.3 Conduct research and field surveys as necessary to expand the boundary and right of way retracements as needed.

2.1.4 Amend existing boundary, right of way and existing easement mapping.

2.1.5 Conduct field surveys as necessary to expand or fill in the existing ground-based topographic mapping to accommodate the roadway design.

2.1.6 Prepare new base map for design.

2.1.7 Locate geotechnical borings on base map.

2.1.8 AMENDMENT 8 SCOPE. Field Surveys and Topographic Mapping

Since the project was initiated over 10 years ago and there has been a fair amount of private and public work implemented in the work area since that time consequently, project control used in the development of the project may have been destroyed. Additional survey and control by MNS are required and needs to be confirmed or reset prior to construction

LIST OF DELIVERABLES:

- ✓ Re-establish and reset project control at the site

2.2 AMENDMENT 3 SCOPE. The additional work for topographic mapping is the largest component of additional survey work. This includes a substantial increase in the areas to be mapped as compared to the original areas contemplated.

Additional work is needed on Kellogg and Dearborn Avenues, Ward Drive, Highway 217, and additional effort to map storm drain and sewer manholes including coordination with Goleta Sanitation District for opening locked manholes and damaged manholes. Survey buildings and trees and add to the expanded base map. Additional surface area is needed on the Fowler Street alignment for more detailed mapping. Detailed mapping of buildings, door widths, hardscape, paving, striping, and drainage features is required along the

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Ekwill Street alignment. Detailed tree location mapping is needed in the Pine Avenue area as well as staking to show the limits of anticipated construction. This work includes field and office time to provide updated base maps for all three locations (Ekwill, Fowler and Hollister).

Surveys for off-site biological remediation are needed. This work involves the coordination with environmental consultant and mapping of a potential off-site remediation area in the vicinity of Aero Camino and Hollister Ave.

Surveys for tree inventory are necessary. This work involves coordinating with the environmental consultant and processing tree locations and preparing tree inventory exhibits.

TASK 3: MATERIALS AND FOUNDATIONS REPORTS

3.1 GEOTECHNICAL STUDIES AND REPORTS. Consultant shall prepare a Materials and Foundations Report to support the design of the pavement structural sections, retaining walls and creek crossing structures (pre-cast arch culverts with natural bottom).

Report submittals shall be prepared in a format that is compatible with Caltrans design guidelines and reporting requirements for roadways and structures. A single Geotechnical Report that addresses geotechnical issues outside Caltrans right of way shall be prepared. A separate standalone Foundation Report shall be prepared for the retaining wall along the southbound off ramp for Caltrans review.

A location map showing proposed boring locations will be prepared, and the boring locations shall be marked in the field and underground service alert will be contacted. Proposed boring locations shall be checked against utility maps prior to marking in the field. Consultant shall obtain a permit from the City and Caltrans for field work that will be performed in the roadway.

The field exploration (borings) will be performed to obtain subsurface information for design of the roadway foundations. A tentative schedule for the field exploration program is summarized below:

Location	Field Exploration	Purpose
General Roadway	10 Borings to 10 feet	R-value samples, pavement design and culverts
Old San Jose Creek Bridges at Fowler Road and Ekwill Street	2 borings to 75 feet 2 CPT Soundings to 75 feet	Liquefaction, settlement, and foundation analyses for bridge foundations
SB Off ramp Retaining Wall	2 borings to 75 feet ±5 CPT Soundings to 75 feet	Liquefaction, settlement, and foundation analyses for retaining wall foundations and back slope area

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The borings shall be drilled using a truck-mounted drill rig equipped with hollow stem augers. Borings will be sampled at approximately 5-foot intervals using standard penetration test (SPT) split spoon and modified California split spoon samplers. The borings shall be backfilled with the cuttings upon on the completion of drilling. Traffic control will be provided during for the field exploration work.

The field work shall include observation of existing drainage and concrete structures for obvious signs of corrosion, and near-surface soil samples will be obtained from proposed drainage improvement areas for corrosion testing in accordance with Caltrans test methods.

The geotechnical report specifically excludes the search for and evaluation of hazardous materials in soil, water, or air, including aerially deposited lead outside of Caltrans' right of way. In the event that hazardous materials are encountered during field exploration, Consultant shall promptly report the contamination to the City. Investigation for aerially deposited lead within the Caltrans right of way is described in Task 5.2.

Laboratory tests shall be performed on selected samples obtained from the field exploration program to assist in the characterization of the geotechnical engineering properties of the materials encountered. Tests shall be performed for soil classification, compaction, shear strength, consolidation, corrosion, and R-value.

Consultant shall prepare two draft reports for the project: a Geotechnical Report for the design of improvements on Ekwill and Fowler, and one for the retaining walls at the Hollister interchange for specific review by Caltrans. The draft reports will be submitted in Adobe portable document file (pdf) format for review by the City, Caltrans, and the design team. Hard copies of the draft report will be provided, if requested. Graphics showing the site location, locations of field explorations, and interpreted subsurface profile along the alignment(s) shall be submitted with the report. Field and laboratory data obtained from the geotechnical studies will be included in the reports. The reports shall contain professional opinions and recommendations regarding for the following:

- Slope inclinations for the design of cut and embankment slopes.
- Cuts and excavations associated with earthwork for the roadway approaches.
- Embankments including suitability of excavated materials for use as fill, moisture control, erosion control and drainage considerations, expansive soils, estimated settlement and special treatments to reduce settlement, if needed.
- Corrosion considerations for culverts and buried concrete structures (cement factors, pipe thickness, and need for coatings).
- Earthwork factors for onsite materials that are excavated and replaced as compacted fill.
- Structural sections for asphalt concrete pavements-based traffic indices provided to us.
- Site geology, faulting, and seismicity.
- Seismic design criteria for use with Caltrans design methods.
- Corrosion considerations for design of subsurface structures (minimum cement factors estimated in accordance with Caltrans guidelines).

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- Suitable foundation types for the conditions encountered (such as spread footings, driven concrete, or steel piles, CISS, or CIDH piles).
- Specified tip elevation, settlement, and size for suitable deep foundation types and class of pile loading considered (up to 2 pile types can be considered).
- Lateral capacity of single pile foundations for free-head and fixed-head conditions based on p-y analysis.
- Pile spacing and group reduction factors for vertical and lateral loads.
- Lateral earth pressures, spring constants, and passive pressure resistance for abutment design.
- Special considerations for approach fill settlements: allowable slope inclinations, waiting periods, and need for monitoring; and
- Construction considerations: need for dewatering, pile driving, CIDH pile construction, adjacent structures, temporary excavations, and shoring.

Consultant shall prepare the log of test borings sheets for the retaining wall at the Hollister/217 interchange. The sheets shall be prepared on Caltrans standard plan sheets for log of test borings. A copy of the LOTB shall be submitted with the draft Geotechnical Report.

Upon receipt of written comments, the comments will be addressed and incorporated into the final Geotechnical Report and Log of Test Borings. Four (4) hard copies and one Adobe portable document file (pdf) copy of the final report shall be submitted.

3.2 AMENDMENT 3 SCOPE. Additional work and cost are required for the acquisition of permits for exploratory drilling. Also, the cost of drilling is affected by having to reschedule work around the local business access needs.

Additional work is needed to provide recommendations and reporting for a soil nail wall along the 217 southbound off ramp. This wall is needed to support mainline SR 217 along the off-ramp to improve the roundabout approach geometry at the base of the off-ramp. The original scope of services assumed this would be a conventional gravity type wall, but the wall type was changed to soil nail after a value analysis of the original concept. Design of a soil nailed wall requires more extensive evaluations and analyses. The geotechnical engineering includes input regarding nail size, length, and spacing for different wall height ranges.

- Summary of subsurface soil and groundwater conditions along the proposed soil nailed wall alignment.
- Evaluation of geological hazards consisting of faulting and ground rupture potential, strong ground shaking and peak horizontal ground acceleration for liquefaction potential, seismic settlement, and a qualitative evaluation of lateral spreading hazards.
- Development of an ARS curve in accordance with Caltrans seismic design criteria.
- Development of up to 4 subsurface cross sections considered representative of changing wall heights and/or subsurface conditions.
- Evaluations of those representative cross sections with soil nailed reinforcement to achieve static and seismic slope stability.

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- Recommendations for soil nail size, lengths and spacing required to support the vertical wall.
- Coordination with the design team to develop construction plans and details for the soil nailed wall.
- Discussion of corrosion potential and construction considerations; and
- Preparation of submittals with structure design calculation supporting the recommendations and independent design check calculations in accordance with Caltrans procedures.
- Preparation of a standalone Draft and Final Geotechnical Design Report for the proposed soil nailed wall at the southbound off-ramp of SR 217 at Hollister Avenue.

LIST OF DELIVERABLES

- ✓ Draft and Final Geotechnical Report (Fowler-Ekwill)
- ✓ Draft and Final Foundation Report (SB Off Ramp Retaining Wall)
- ✓ Four (4) Log of Test Borings Sheets
- ✓ Geotechnical design report for design of a soil nail wall in accordance with Caltrans guidelines

TASK 4: DRAINAGE REPORT

Consultant shall provide drainage analysis and overall drainage coordination for the project. This task involves understanding the hydrology and hydraulics of the area as well as local drainage issues.

4.1 DRAINAGE REPORT. Consultant shall prepare a report addressing the hydrology, hydraulic and drainage impacts of the project. Calculations and sketches of existing and proposed hydraulic structures shall be included in the report. The fact that the project crosses several different jurisdictions makes the development and completion of the drainage report more complicated than typical. Consultant shall provide a drainage report acceptable to the oversight agencies. There may be 4 different agencies providing oversight and/or approval of the document and plans, including:

- City of Goleta: City of Goleta storm water management plan and storm water pollution prevention guidelines will be used to develop the analysis and report.
- City of Santa Barbara: Portions of the work along Fairview Avenue and the Fowler Road roundabout are within City of Santa Barbara purview and require using City of Santa Barbara storm water management program standards and methodology. Storm water issues in these areas will need to be permitted through the City of Santa Barbara.
- County of Santa Barbara: Small portions of the Fowler Road roundabout and the northbound SR217 off ramp at Hollister Avenue may impact County of Santa Barbara jurisdiction. If this is indeed the case, storm water issues in

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these areas may need to be addressed in accordance with the County of Santa Barbara storm water management program.

- Caltrans: The SR217 off/on ramps at Hollister Avenue are also under Caltrans jurisdiction. Caltrans standards and methodology will be used for this area.

Likewise, these local agencies will also require that storm water quantity and quality project components be permitted through their departments under their plans/programs.

4.2 STORM WATER QUALITY. Storm water quality is a major component of any project that disturbs over one (1) acre of land. Water pollution elimination requirements and water quality expectations are continually evolving and becoming stringent with the review and approval processes becoming more rigorous. This is more complicated for this project due to varying and sometimes overlapping jurisdiction in regard to storm water quality. For this task, Consultant shall focus on three results:

- Design Recommendations & Review: Consultant shall provide drainage recommendations to the roadway engineers and will review the drainage plans for compatibility and conformance to the drainage report and the drainage needs.
- Permitting: Consultant shall prepare storm water permit applications and shepherd them through the various local agency processes.
- Water Pollution Control Plans: Consultant shall prepare water pollution control plan and specifications for contract documentation plan set.

4.3 AMENDMENT 4 SCOPE. STORM WATER QUALITY. The California Regional Water Quality Control Board has adopted new regulations for post-construction storm water treatment that were not assumed in the original scope of work. This additional effort is necessary to .redesign the entire project to ensure the project retains and treats runoff prior to flowing into the receiving bodies of water (San Jose Creek, Old San Jose Creek or San Pedro Creek).

4.4 AMENDMENT 8 SCOPE. Additional Drainage and Stormwater Work

This work includes the addition extensive coordination and design changes between Caltrans and the Regional Water Quality Control Board which will require revisions to the Roadway Drainage Report, Storm Water Data Report, and Post-Construction Requirement (PCR) calculations and exhibits for the Water Quality Certification application.

LIST OF DELIVERABLES

- ✓ Meeting minutes
- ✓ Revised PS&E updates
- ✓ Updated Roadway Drainage Report
- ✓ Updated Storm Water Data Report
- ✓ Updated PCR Calculations for Water Quality Certification application

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TASK 5: AERIAL DEPOPSITED LEAD STUDY

5.1 AERIALLY DEPOSITED LEAD TESTING. This task provides for testing for aerially deposited lead within Caltrans right of way. Geocon shall perform the sampling and testing under the direction of consultant. Geocon shall perform the following tasks:

- Prepare Health and Safety Plan.
- Prepare a workplan for Caltrans approval.
- Field Activities:
    - Advance up to 24 hand-auger borings at proposed ramp modification location
    - Collect four soil samples per boring at depths of 0, 0.5, 1, and 2 ft (total 96 samples)
- Laboratory Analyses:
    - 80 soil samples for Total Lead
    - 16 soil samples for CAM17 Metals
    - Up to 45 soil samples for Soluble (WET, DI-WET, or TCLP) Lead

LIST OF DELIVERABLES

- ✓ Draft Site Investigation Report
- ✓ Final Site Investigation Report

TASK 6: PERMITTING

6.1 PERMITTING SUPPORT. Under the direction of consultant, URS Corporation (URS) shall provide the work required to support the permit application process. The following scope of work describes the technical approach and methodology and lists deliverables.

Permitting-related tasks shall begin as soon as possible in 2012 to support a 2014 construction start date. The permitting scope of services is written according to the permits required. The first four permits are as follows:

PERMIT 1 COE SECTION 404 PERMIT

PERMIT 2 SECTION 7 CONSULTATION (FHWA)

PERMIT 3 CCRWQCB SECTION 401 CERTIFICATION PERMIT

PERMIT 4 CDFG SECTION 1602 PERMIT

These four permits and approvals are addressed together since the content of the permit applications is substantially similar, and each application requests that copies of the others be included as attachments. Identical submittal packages (on CD) containing the permit applications and all required attachments for submittal to all three agencies shall be prepared and submitted to the City. Section 7 consultation, which is required to obtain the Section 404 Permit, is also addressed in this section.

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The following authorizations are required due to the project's proposed impacts to jurisdictional waters and streambeds and are briefly described here:

PERMIT 1 AND PERMIT 2

SECTION 404 PERMIT. Authorization under Section 404 of the Clean Water Act (CWA) is required for activities involving a discharge of fill material into Waters of the U.S. and is administered by the COE. Because the project's impact to waters is minimal, streamlined authorization under Nationwide Permit (NWP) 14, which authorizes discharges for linear transportation projects, will be appropriate.

PERMIT 3

SECTION 401 WATER QUALITY CERTIFICATION. Section 401 of the CWA requires that an applicant for a federal permit to discharge fill material into Waters of the U.S. (such as a CWA Section 404 permit) must also obtain a state-issued certification that the discharge would not violate state water quality standards. In the project region, Section 401 Water Quality Certifications are issued by the Central Coast RWQCB.

PERMIT 4

CALIFORNIA FISH AND GAME CODE SECTION 1602 -- STREAMBED ALTERATION AGREEMENT. Under Section 1600 *et seq.* of the California Fish and Game Code, activities that would divert, obstruct, or substantially alter a streambed must be authorized through a Streambed Alteration Agreement from the CDFG. Permit applications to the COE, CCRQCB, and CDFG shall include (on CD) the project's Mitigation Plan, Final EIR, the Natural Environment Study (NES) and the NES Addendum, the Federal Highway Administration's (FWHA's) Section 7 consultation letter, and documentation that Section 106 consultation has been completed.

TASKS FOR PERMITS 1 - 4

6.1.1 PRE-APPLICATION MEETINGS AND SITE VISITS. The URS environmental project manager and environmental task leads shall attend a pre-application meeting/site visit at the City of Goleta with the COE and CDFG.

6.1.2 PREPARE COMPENSATORY MITIGATION PLAN. A Compensatory Mitigation Plan is required to accompany all Section 404 permit applications. To reduce redundancy and simplify the implementation phase of the project, URS shall integrate the Compensatory Mitigation Plan into the biological mitigation plan required by EIR Mitigation Measure NA-1.

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6.1.3 PROVIDE DOCUMENTATION THAT CALTRANS HAS COMPLETED NATIONAL HISTORIC PRESERVATION ACT SECTION 106 CONSULTATION. The COE 404 permit application will include documentation that Caltrans has completed Section 106 consultation with the California Office of Historic Preservation (OHP) in accordance with the January 1, 2004, *Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California.*

URS shall provide the COE with Caltrans and OHP correspondence to demonstrate that no further Section 106 consultation by the COE will be necessary. This correspondence will consist of the November 23, 2009, letter from Caltrans to the OHP and the April 19, 2010, letter from the OHP to Caltrans.

6.1.4 RESPONSES TO AGENCY COMMENTS. The COE, CDFG and/or the CCRWQCB may comment on the permit applications. For example, they may want to refine or modify measures in the project's Mitigation Plan. Under the direction of CONSULTANT, URS shall review all comments, coordinate with the City and CONSULTANT, and provide responses as directed.

6.1.5 AMENDMENT 4 SCOPE. PERMITS 1 THROUGH 4. Additional effort related to Permits 1 through 4 includes:

- Potential changes to the Devereux Creek Restoration Plan as a result of butterfly habitat and habitat restoration beneath eucalyptus tree canopy.
- Potential changes in impact mitigation ratios. Currently the mitigation ratios are at 3:1 for permanent impacts and 2:1 for temporary. If these ratios are increased through permit conditions, a new or supplemental restoration site will be required to be designed.
- The path to obtaining Coastal Commission and Local CDP Permits will ultimately require a substantial amount of support activities to the City

LIST OF DELIVERABLES, PERMITS 1 - 4

URS shall prepare a single submittal package containing the following major deliverables:

- Mitigation Plan incorporating the Compensatory Mitigation Plan
- Completed Nationwide Section 404 Permit Checklist
- Completed Section 401 Water Quality Certification Application
- Completed Notification of Streambed Alteration Agreement
- Responses to agency comments, including revisions to the Mitigation Plan

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PERMIT 5 CALIFORNIA COASTAL COMMISSION (CCC) COASTAL DEVELOPMENT PERMIT (CDP)

6.1.5 PRE-APPLICATION MEETING WITH CCC. The City may informally consult with CCC staff as early as possible and meet face-to-face with CCC's Ventura office staff. All communication with the CCC shall be through the City unless CONSULTANT is specifically directed by the City to contact the CCC. The City will inform CONSULTANT as to the discussions and comments from the CCC that affect the permit application.

6.1.6 ATTEND A SITE VISIT WITH CCC STAFF AND PROJECT BIOLOGISTS. The team lead biologist(s) shall attend a meeting with the City and CCC staff to present the adequacy of proposed mitigation measures, including mitigation ratios. The team biologist shall note feedback on impacts and mitigation measures, identify outstanding concerns and recommendations, and verify what the City wants to include in the CDP application. Consultant shall provide the City with the NES and Addendum, including the most current color set of relevant maps and figures, for transmittal to the CCC staff.

6.1.7 PREPARE A STAND-ALONE SUMMARY OF KEY CCC ISSUES OF CONCERN FOR INCLUSION IN THE CDP APPLICATION PACKAGE. The summary shall address issues brought up by CCC staff during the pre-application meeting and site visit. This summary will provide CCC staff with a summary version of the EIR and technical studies in order to accelerate the staff's understanding of the project and its impacts and mitigation measures. The summary shall include a simple table identifying where more detailed information can be found in the EIR and technical studies. The summary shall be delivered to the City for transmittal to the CCC.

6.1.8 PROVIDE TECHNICAL INPUTS TO SECTIONS OF THE CDP APPLICATION. The package shall include the EIR and key technical studies. Consultant shall provide technical inputs that relate to environmental issues with the CDP application.

6.1.9 PROVIDE TECHNICAL RESPONSES TO CCC STAFF COMMENTS ON THE CDP APPLICATION. The CCC shall provide a formal written response to the City's CDP application within 30 days indicating if the application is deemed complete. If deemed complete this task will not be needed. If it is not deemed complete, the CCC shall request additional information.

Consultant shall review the CCC completeness letter and provide the City with additional technical information, if needed. Consultant shall review CCC comments, outline responses, and identify responsible parties to address each comment. It is assumed that the City shall handle the direct communication and coordination with the CCC for the CDP.

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6.1.10 REVIEW CCC STAFF REPORT AND ATTEND THE CCC PUBLIC HEARING. Once the application is deemed complete, CCC staff shall complete its analysis and issue a staff report. The staff report either would recommend conditions of approval or recommend project denial. Consultant shall review the staff report for inaccuracies or conditions of approval that may be problematic.

6.1.11 AMENDMENT 3 SCOPE. The scope of the work related to securing the CCC Permit has expanded enormously due to the requirements of the California Coastal Commission application review process. This scope has expanded well beyond the original scope and includes alignment studies that in turn have an effect on other tasks. Three firms are impacted by the permitting process: DHA, MNS and URS. The scope has expanded in the following ways:

Participation in multiple planning and strategy meetings and conference calls with the City and others.

Development of a new regulatory-based approach to assessing impacts to support the statement that the Project would not have an effect on coastal wetlands (By URS).

Technical inputs towards City submissions to the CCC, and participation in meetings with City staff and the CCC to discuss submissions (DHA, MNS and URS)

Conducted multiple GIS-based analyses and re-analyses of impacts of the project and design alternatives (DHA, MNS and URS)

Conduct new comprehensive biological surveys and GIS mapping (by URS):

- New vegetation community mapping
- New native tree inventory
- New raptor surveys
- New delineations of jurisdictional waters

Prepare a new comprehensive 150-page Biological Resources Report in response to a request for information from the California Coastal Commission to the City of Goleta. As requested by the Coastal Commission, this report would presents the findings of new and updated project-wide biological surveys and studies that were conducted in 2013 and 2014, summarizes all previous surveys, and prepared new biological impact analyses and maps and figures. It would also include a comprehensive regulatory setting.

Conduct an additional breeding bird survey and floristic survey to be conducted in April 2014.

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6.1.12 AMENDMENT 4 SCOPE. PERMIT 5. Additional effort related to Permit 5 includes extensive additional support activities such as exhibit preparation, condition compliance, and other technical support for the City related to securing the Coastal Permit through the Coastal Commission.

LIST OF DELIVERABLES – PERMIT 5

Consultant shall prepare:

- Memorandum documenting CCC comments made during the site visit and the pre-application meeting.
- Summary of key CCC issues and related project information that would be included with the CDP application.
- Environmentally related technical inputs to sections of the CDP application
- PowerPoint inputs (environmental data for a CCC presentation, if warranted)
- Written responses to CCC comments and data requests
- Written evaluation of recommended conditions of approval in the CCC staff report
- Biological Resources Report

PERMIT 6 CITY OF SANTA BARBARA COASTAL DEVELOPMENT PERMIT (CDP)

A CDP from the City of Santa Barbara will be required to develop the project. A portion of the proposed development is located within Santa Barbara's adopted Coastal Plan for the Airport and Goleta Slough. The CDP is a discretionary action requiring a public hearing and Planning Commission approval. Planning Commission approvals are appealable to the City Commission.

Santa Barbara's CDP application process shall include:

- Complete a Master Application
- Complete the CDP Application
- Complete the Development Application Review Team (DART) Submittal Packet

The DART application shall include the following applicable components:

- A letter from the project applicant requesting a CDP for development of a roadway and associated improvements within the Old San Jose Creek riparian corridor, a description of the project components (Road width, bridge, lighting etc.), construction cut and fill and import and export, discussion of surrounding land uses, and, if requested, a visual aid submittal packet.

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- An application packet that includes a CD with copies of the Final EIR and relevant technical studies.
- A summary of proposed demolition and construction activity (e.g., duration of proposed grading).
- The DART application requires inclusion of a project justification, detailing issues that remain to be resolved for the development of the project.
- Hydrology calculations will be required to show how site drainage is being transmitted through the property unless waived by the Public Works Engineering Division staff.

A total of ten (10) copies of the plans must be submitted according to the City's Project Plan Requirement's. Plan set size and content requirements are listed in the DART application. The DART process usually has a 30-day review process with City of Santa Barbara Staff. Should additional information be required before the application can be deemed complete, the application may be placed on hold until such information is provided.

TASKS ASSOCIATED WITH PERMIT 6

6.1.11 PRE-APPLICATION MEETING. Consultant shall attend a pre-submittal meeting with City of Santa Barbara staff to determine if DART application requirements can be streamlined because the project EIR has already undergone environmental review by the City of Santa Barbara staff.

6.1.12 IDENTIFY RESOURCES, IMPACTS, MITIGATION MEASURES ON AIRPORT PROPERTY. Consultant shall develop a stand-alone summary of relevant portions of the FEIR, including environmental resources on Airport property, impacts, and mitigation measures using existing data, figures, and field mapping. City Staff shall coordinate and submit the Master Application, CDP, and DART applications to the City of Santa Barbara.

6.1.13 RESPONSE TO DATA REQUESTS. Consultant shall respond to comments and data requests as needed.

6.1.14 CITY OF SANTA BARBARA CDP SITE VISIT. The CONSULTANT environmental manager and lead biologist shall attend a site visit with the City of Santa Barbara staff and Planning Commissioners in support of the DART application.

6.1.15 REVIEW PRT STAFF REPORT PRIOR TO PLANNING COMMISSION. The PRT shall review project materials and issue a staff report to the City of Santa Barbara's Planning

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Commission. Consultant shall review the PRT staff report and identify any inaccuracies or problematic conditions of approval.

6.1.16 ATTEND CITY OF SANTA BARBARA PLANNING COMMISSION PUBLIC HEARING. CONSULTANT staff, as approved by the City, shall attend the City of Santa Barbara Planning Commission public hearing.

6.1.17 ARCHAEOLOGICAL STUDY ON AIRPORT PROPERTY (OPTIONAL TASK). The *Master Archaeological Resources Assessment for the Santa Barbara Municipal Airport* (2010) requires subsurface archaeological survey along the western portion of the Fowler Road Extension for any areas subject to deep construction impacts (>24-inches below ground surface). No archaeological investigation will be required if the project impacts are restricted to the upper 24-inches of the soil column.

This task is based on the assumption that future utilities may be placed in a four-foot-deep trench running along the Fowler Road Alternative. This study is described in the EIR as mitigation measure CUL-3.

Based on Figure 6-1 of the *Master Archaeological Resources Assessment for the Santa Barbara Municipal Airport* (2010), Consultant shall conduct subsurface archaeological testing along the Fowler Road Alternative from the west bank of Old San Jose Creek to the west side of the project roundabout along Fairview Avenue, a distance of approximately 120 meters. A qualified archaeologist shall conduct the backhoe testing project to determine if archaeological remains are present and, if present, are potentially intact. As required, excavations will be monitored by a Native American monitor. Six backhoe trenches spaced approximately at 20 m intervals will be excavated. It is assumed that subsurface testing can be limited to a depth of four feet below existing grade. The upper two feet will be excavated in one lift unless intact artifacts are noted. Excavations deeper than two feet would be excavated in 6-15-inch lifts. Trench spoils and sidewalls would be inspected for artifacts. Consultant shall obtain an encroachment permit from the City of Goleta, if needed.

Prior to fieldwork, an updated site record search will be conducted for the footprint of the Fowler Road Alternative. This record search would be limited to discovering any new data that has been recorded since the most recent Ekwill/Fowler record search was conducted.

Assuming no artifacts are found, a negative survey will be documented in a brief letter report that incorporates by reference the background information contained in the project's Archaeological Survey Report. Evidence of the new record search and a map of the subsurface survey location would be completed. The report will follow the City of Santa Barbara requirements.

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LIST OF DELIVERABLES – PERMIT 6

- A summary of the project description, impacts on Airport property, and mitigation measures
- Master Application technical information
- CDP Application technical information
- Technical information memorandum for the Development Application Review Team (DART) Submittal Packet
- A CD or hard copy of all relevant technical studies (Final EIR, NES, Etc.)
- Written evaluation of recommended conditions of approval contained in the City of Santa Barbara's PRT staff report
- Phase 1 Subsurface Archaeological Survey Letter Report

PERMIT 7 SANTA BARBARA COUNTY AIR POLLUTION CONTROL DISTRICT (SBCAPCD) PERMIT OR EXEMPTION

6.1.18 Consultant shall provide the City with a memorandum identifying equipment usages for the project permit application.

LIST OF DELIVERABLES - PERMIT 7

- Technical memorandum

6.1.19 AMENDMENT 5 SCOPE. PERMITS 1 THROUGH 5. Additional effort related to Permits 1 through 5 includes:

DHA and subconsultant URS will make changes to the environmental documents as needed to initiate a NEPA revalidation, revise resource agency permits applications for all four permits (US Army Corps of Engineers – USACOE, California Dept of Fish and Wildlife, Regional Water Quality Control Board, California Coastal Commission), and revise the Compensatory Mitigation Plan. For the CEQA revisions, URS will if requested, prepare an addendum to the EIR, and update the applicable technical studies. In addition, DHA will continue with support for the Coastal Development Permit.

DHA will assist URS in completing the revisions to the environmental permits due to the Fowler Road revisions and provide URS with modified project impact limits (temporary and permanent impacts) that are needed to update the various permits.

DHA will provide assistance in completion and submittal of the Coastal Commission Coastal Development Permit. This work is anticipated to include revisions to various exhibits, as well as providing assistance with revisions to report narratives. A large portion of Task 16 involves DHA assisting URS in preparing the final response to RWQCB comments.

6.1.20 AMENDMENT 8 SCOPE. PERMITTING AND ENVIRONMENTAL COMPLIANCE This budget amendment request includes environmental and

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permitting related tasks needed to support the Project through January 2022, including permitting and project implementation, and compliance with biological measures. These tasks are supplemental to those environmental services already under contract and are numbered accordingly.

- **Permitting and Project Implementation Support**
  - Rincon Task 2 Permitting Support, Project Management & Miscellaneous

    Rincon will continue to support the permitting effort by completing various new tasks that have been recently established. Rincon will prepare and submit the 2021 Regional Water Quality Control Board (RWQCB) annual report. Rincon will continue to support the California Coastal Commission (CCC) plan check process by providing information to the CCC on the 2016 and 2019 Biological Mitigation and Monitoring Plans via email and team meetings. Rincon will prepare a permit extension request for California Department of Fish and Wildlife (CDFW) by October 2021 as the Streambed Alteration Agreement is set to expire on December 1, 2021.

    The Rincon team is dedicated to providing excellent quality, client-oriented environmental consulting services throughout this proposed scope of work. Rincon will continue to attend regular meetings with the Project team, provide status reports on issues that may arise, and continue with active project management of staff to ensure that project schedule and budget are maintained are all a part of Rincon's commitment for the duration of this scope. This task includes biweekly team meetings from

    July 2021 through February 2022, team communications, and various tracking activities throughout implementation and completion of this scope of work. In addition, this task includes all clerical work and production of all submittals.

    Additionally, this task includes permitting efforts not yet known, such as providing additional information requested by the agencies or assisting with further agency coordination efforts that may be required prior to construction. If a task requested by the agencies exceeds the allotted budget due to size or complexity, a separate scope and budget may be warranted.

    Assumptions

    - Up to two meetings with the CCC will be attended by Ms. Julie Love via teleconference.

  - Rincon Task 4 Native Plant Stock Coordination

    Rincon will continue to coordinate the growing of native plant stock. Native plant stock is required for the restoration installation phase, which is a future task that is not part of this proposed scope of work. Santa Barbara Natives, the native nursery who has agreed to grow the native plants for the Project, requires a 40% deposit at this time so that they may begin propagation. The remaining 60% will be due upon delivery and will be included as part of the City's general

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Contractor's scope. Please note that the trees required for the project must be 5-gallon size, some of which take up to two years to grow.

Rincon Task 5 Permitting Support, Project Management & Miscellaneous

Rincon will continue to support the permitting effort by completing various new tasks that have been recently established by the permitting agencies.

Restoration Contractor Support

Rincon (Rincon Task 6) will support the preparation of the construction bid package being led by Dewberry│Drake Haglan. Rincon will provide a scope of work for the Restoration Contractor to be included as part of the package to inform the bidding process on mitigation implementation at Ekwill Street, Fowler Road and Ellwood Mesa. The Restoration Contractor scope of work will include all pertinent information needed for bidding, such as a description of the mitigation approach by site, maps, and a breakdown of costs to be expected, i.e., the purchase of native plant stock. Rincon will also review the engineering sheets from the 95% submittal which show the mitigation sites to ensure the mitigation design is accurately shown.

LIST OF DELIVERABLES

- Restoration contractor's scope of work

Biological Compliance Measures

(a) Biological Compliance Measures

This cost estimate and scope covers biological compliance measures and surveys that are required to be conducted prior to the start of construction in accordance with the *Ekwill Street and Fowler Road Extensions Project EIR* (EIR) and the various permits obtained for the Project, including the California Coastal Commission (CCC) Coastal Development Permit (CDP) No. 4-17-0264, California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement (SAA) No. 1600-2014-0138-R5, Central Coast Regional Water Quality Control Board (RWQCB) Water Quality Certification (WQC) No. 34214WQ08, and the U.S. Army Corps of Engineers (Corps) Nationwide Permit Verification (NWP) No. SPL-2014-00509.

We understand the work to be performed during this period involves tree removal and general site preparation prior to the start of construction and hiring of a general contractor. This cost estimate does not include coordination with the general contractor or surveys and monitoring that would need to be completed immediately before and during construction (e.g., continual nesting bird surveys), which Rincon will provide under a scope of work directly to the general contractor.

It is our understanding that construction would begin in February 2022 and end in December 2024, and that Ekwill Street and Fowler Road will be built first, followed by the Hollister Avenue improvements and Hollister Avenue Bridge. This scope of work

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covers pre-construction tasks only to be performed roughly between September 2021 and January 2022 in preparation for tree removal ahead of project construction. Rincon understands that tree removal may begin as early as October 2021 and may likely occur as late as December 2021 or January 2022. We assume that any tasks initiated after this scope of work ends in January 2022 would be provided under a separate scope of work directly with the general contractor (e.g., continual nesting bird surveys).

The following scope of work is organized based on requirements outlined in the EIR and natural resource agency permits. The work windows established for the Project's pre-construction surveys and construction monitoring per the EIR and permits, which were used to inform the scope of work below and establish a schedule of required activities (Attachment 1).

(i) Rincon Task 7.1 Project Environmental Coordination and Management Tasks (NewTask)

This task is for general project environmental coordinator (PEC) responsibilities, project management, pre-construction survey kick-off coordination and meetings, general tracking of and initial set up of project compliance measures, agency coordination, and staff approvals. This task involves management of all pre-construction compliance tasks (outlined herein), organization of a field compliance binder with all relevant measures complied to be kept on the project site during all work activities, and coordination with the City and necessary coordination with the resource agencies over the course of the pre- construction phase. This task also includes quality assurance reviews of daily monitoring logs, reports, and other deliverables by principal and senior level staff, as well as administrative staff support for account management. This task assumes the following:

Assumptions

- PEC coordination of project compliance measures for pre-construction activities for September 2021 through January 2022 (5 months)
- Kick-off meeting with City and environmental compliance staff to understand pre-construction project requirements and work boundaries
- Preparation and submittal to City of Pre-construction Environmental Compliance Checklist
- Preparation and submittal to City of Worker Environmental Awareness Program training materials
- Environmental compliance training for monitoring and survey staff
- Preparation of staff resume/qualifications package for submittal to agencies
- 5-day pre-project agency notification and one meeting with agency staff to discuss

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environmental compliance

- General email coordination with City and agencies and general coordination of tasks and schedule

- This task includes agency coordination; however, it does not include extensive agency coordination should a state or federally listed species be encountered during pre-construction surveys, such as federal Endangered Species Act Section 7 consultation. If a task requested by the agencies exceeds the allotted budget due to size or complexity, a separate scope and budget may be warranted.

(ii) Rincon Task 7.2 Pre-construction Surveys (New Task)

The following sub-tasks are for required pre-construction surveys based on the Project EIR mitigation measures and agency permit conditions. The scope provided is for pre-construction surveys and documentation to determine if sensitive biological resources are present in the project vicinity and to determine the appropriate avoidance measures to implement during pre-construction site preparation and construction activities. Rincon assumes a time frame of September 2021 through January 2022 for these tasks.

(iii) Rincon Task 7.2.1 30-Day Pre-construction Surveys

In accordance with CDP condition 5, Rincon qualified biologists will conduct pre-construction wildlife clearance surveys within 30 calendar days prior to approved construction activities to detect any active sensitive species, reproductive behavior, and late nesting activity within 500 feet of the project site.

Rincon will include the findings (including negative findings) of pre-construction wildlife clearance surveys in a report to be submitted to the City and regulatory agencies (as required by pending permits). The report will document observations of wildlife observed during all pre-construction surveys. Based on CDFW requirements for similar projects, if a special status plant or wildlife species is observed, we will prepare a protection plan and California Natural Diversity Database form for that species in addition to this report under a separate scope of work.

Assumptions

- We assume a single pre-construction survey effort will be needed to ensure timely completion of the survey prior to tree removal at all three road segments and to plan for any avoidance measures that might be required prior to the initial construction phase.

- Two staff will perform the survey.

- The survey is planned for eight hours, including travel and mobilization time.

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- We assume no special status species will be detected on the project site and no follow up agency consultation or permitting will be required.
- If late nesting birds are observed, the Nesting Bird Management Plan will be implemented.
- One report will be prepared to summarize the results of the surveys.
- We assume minimal comment and revision will be needed on the report.
- Any agency consultation support that may be needed in the event that a state or federally listed is identified would be covered under a separate scope of work.

(iv) Rincon Task 7.2.2 Biological Monitoring and Installation of ESHA Fencing

In accordance with EIR Mitigation Measure *NA-1: Protection and Replacement of Riparian Habitat*, CDFW SAA Section 2.13 and 2.21, and CDP Condition 5E, a biological monitor will be present on the project site during vegetation removal to ensure that no sensitive species are present in the area. In addition, a minimization measure of the Tree Protection Plan, prepared as described under Task 3.4 below, will include the requirement that a biological monitor will be present during all tree removal activities.

The biological monitor will be experienced in identifying fauna that may be present in the vegetation that will be removed. Rincon will provide a biological monitor that will be pre-approved by the City to provide oversight of tree removal, implementation of tree protection measures, and tree monitoring during construction. The arborist, or a qualified biologist under direct supervision by the arborist, will monitor all work that will occur immediately adjacent to protected trees (i.e., generally any ground disturbing activity within 5-feet from the tree's dripline), including during tree removal, pruning, trimming, or root cutting that would occur prior to construction activities. Based on our familiarity with the project site, we assume that approximately 200 trees will be removed that would require the biological monitor/arborist to be present (a separate task to conduct a tree inventory update is provided below in Task 3.4).

In accordance with EIR Mitigation Measures *NA-1* and *WE-1: Avoid Environmentally Sensitive Habitat Areas*, as well as CDFW SAA sections 2.7, 2.11, 2.14 and 2.21 relating to environmentally sensitive habitat areas (ESHA), riparian vegetation within portions of the work area within the stream must be fenced and/or flagged to prevent inadvertent impacts during construction activities. Rincon staff will install exclusionary fencing between the project site and adjacent natural areas to prevent wildlife from moving into the construction zone. Exclusion fencing will consist of T-post, or similar material, with orange construction fence, or similar material, bound to it. Exclusion fence will be highly visible and will be approximately 4 feet tall. Maintenance of exclusion fending around protected trees and ESHA for the duration of the construction project will be a requirement of the Tree Protection Plan (see Task 3.4 below). The

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biological monitor/arborist will oversee the installation of protection fencing around sensitive resources and will periodically inspect fencing to ensure it remains in good repair.

Assumptions

- Assumes one biologist will be on site during vegetation and/or tree removal activities to monitor forsensitive natural resources and compliance with avoidance measures.
- We have assumed a monitor day rate of $1,230, inclusive of travel and equipment direct costs.
- We assume tree and vegetation removal activities will require 10 days of monitoring. Any additionalmonitoring days required beyond 10 will be billed at the $1,230 daily rate.
- Workdays will be eight hours, with one additional hour for travel and mobilization.
- ESHA fencing will be installed prior to any ground disturbance and will be installed by Rincon staff. Materials required for fencing will be reimbursable to the project. If ground conditions are such thatfence installation by hand is not possible, the area will be flagged with high-visibility fragging and will not be fenced.

(v) Rincon Task 7.2.3 Bat Surveys

In accordance with SAA Section 2.16, avoidance buffers and mitigation measures for protection of roosting bats must be established prior to project implementation and a biologist must conduct monitoring to determine if construction may impact a roosting colony. Rincon will conduct a pre- construction survey to determine whether active roosts of pallid bat (*Antrozous pallidus*) are present inthe project vicinity, specifically within any trees that are located adjacent to the project site.

Within 14 days prior to the commencement of pre-construction activities, a daytime visual and nighttime fly-out acoustic survey for bats will be conducted. The daytime survey will consist of scanning adjacent trees and artificial structures for suitable roosting sights and searching the ground below for bat guano. Following the daytime survey, a nighttime emergence fly-out survey will be conducted to detect any bats that roosting in tree bark and tree cavities. The surveys will be conducted by two (2) biologists and will include trees and woodland areas located no more than 100 feet from the project site. To observe and/or record emerging bats, the nighttime emergence survey will occur for approximately 5 hours starting at one-hour prior to darkness.

Acoustic bat detection devices will be used during the nighttime survey to record the inaudible ultrasonic (echolocation) calls of emerging bats, including a Pettersson D240x and a Wildlife Acoustics EchoMeter Touch that uses Kaleidoscope Pro

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Analytics. These detection devises allow for a full- spectrum call analysis to be performed that will result in the identification of different species and their activities without handling individuals. In addition to the species data collected on site, the abiotic conditions will also be documented, including relative humidity, temperature, wind speed, and moon phase throughout the night.

In accordance with CDFW SAA Section 2.16, if roosting bats are observed, a Rincon biologist will establish an avoidance buffer and biological monitoring will be provided to document minimization measures and lack of impacts to the roosting colony during construction activities. If a bat roosting colony is present and cannot be avoided by project activities, Rincon can provide for an additional fee support in consultation with CDFW to determine the appropriate course of action.

Rincon will prepare a memorandum describing the methods and results of the bat survey. The memorandum will be submitted to the City within 5 business days following completion of the surveys.

Assumptions

- One daytime presence/absence visual survey and one nighttime fly-out observation survey using electronic bat detection equipment will be conducted.
- Assumes no bat roosting colony will be detected and no bat exclusion measures will be installed, or agency consultation will be required.
- Two Rincon qualified biologists will perform the daytime and nighttime surveys.
- Eight hours is assumed to conduct the daytime and nighttime survey, including travel time.
- One memorandum report will be prepared and submitted within 5 business days.

(vi) Rincon Task 7.2.4 Monarch Butterfly Surveys

In accordance with Mitigation Measure *AN-4: Conduct Monarch Butterfly Surveys and Avoidance,* construction impacts to monarch butterflies will be avoided or minimized by performing site-specific surveys for roosting butterflies prior to removal of large eucalyptus trees. This includes along the Ekwill Street extension where there are moderate groves of eucalyptus trees that provide ESHA for monarch butterflies.

A qualified Rincon biologist will conduct a pre-construction survey for roosting monarchs in areas supporting suitable habitat throughout the project site, including a 100-foot buffer area, during the overwintering season (October 1 through March 1). A roost is determined by the presence of clusters of 10 or more monarch butterflies and avoidance measures will be established if roosts occur within 100 feet of the tree or vegetation removal activity areas. If needed based on time elapsed between the initial survey and the start of work activities, a second butterfly roost survey will be completed

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within 14 days prior to vegetation removal activities in or adjacent to the identified locations of roost habitat. Any additional surveys that may be needed can be provided for an additional fee.

The locations of any potential monarch roosting sites will be delineated on a graphic of the project site that will be included in a succinct survey report. The report will be prepared and submitted to the City within 5 business days following the completion of the survey.

Assumptions

- One preconstruction survey for rooting butterflies will be conducted during the overwintering season (beginning October 1 through the January contract period) in areas that are identified as roosting habitat.
- The cost provided here assumes no additional pre-construction survey will be required based on time elapsed between the initial survey and the start of activities.
- Surveys will include up to a 100-foot buffer from the limits of the project disturbance buffer.
- Two staff will perform each survey.
- Surveys are planned for eight hours each, including travel and mobilization time.
- If monarch butterflies are observed, the Species Protection Plan (see Task 3.3) will be implemented.
- If monarch butterflies occur in trees that cannot be avoided, for an additional fee Rincon can provide support in consultation with CDFW to determine the appropriate course of action.
- One memorandum report will be prepared to document the methods and results of the survey.

(vii) Rincon Task 7.3 Project Compliance Plans

The following plans are proposed in compliance with project mitigation measures under the MMRP and project permits (e.g., CDFW SAA Sec. 2.13, 2.18, and 2.19). Plans will vary in complexity depending on whether and to what extent sensitive natural resources are identified on the project.

(viii) Rincon Task 7.3.1 Nesting Bird Management Plan

Rincon will prepare a nesting bird management plan to address how to handle the occurrence of nests within the project impact footprint and buffer. The plan will discuss

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avoidance of impacts to nest, establishment of no-impact buffers, conditions under which buffer sized may be reduced to accommodate project activities and a discussion of how buffer reductions are to be handled in consultation with agencies. In cases in which buffer reduction would not be approved based on observed disturbance to the species, nest monitoring, and how project activities are to proceed to accommodate for nest avoidance will be outlined in the plan. The plan will include a table and graphics of all known nest locations, buffers, and disposition of nests (i.e., activity status), and will include procedures for ongoing monitoring and updating of nest disposition as relates to how it affects projectactivities.

Assumptions

- Assumes one round of review and response to comments from the City and relevant agencies.
- Assumes 4 hours of agency consulting support would be needed.

(ix) Rincon Task 7.3.2 Wildlife Relocation Plan

In accordance with SAA section 2.18, Rincon will prepare a Wildlife Relocation Plan (i.e., Relocation Out of Harm's Way Plan) for review and approval for non-listed species. The plan will consider the various life cycles of the species, species' needs for foraging, general habitat concerns, threats of predation, and any other relevant life and natural history concerns. As required, the plan will identify a minimum of tworelocation site options.

The Wildlife Relocation plan will outline the methods and materials to be used to relocate species encountered and will provide instructions on proper handling and release of individuals at the relocation site. The plan will include procedures for documenting any captures and relocations for submittal to the City and relevant agencies, including a final project close our report for final documentation of all species captured and relocated.

Assumptions

- Assumes one round of review and response to comments for the City and relevant agencies.
- Assumed 4 hours of agency consulting support would be needed.

(x) Rincon Task 7.3.3 Species Protection Plan

Per SAA section 2.19, Rincon will develop and submit a Species Protection Plan for CDFW approval for any sensitive or rare species known to occur or discovered during pre-construction surveys. As required by the SAA, the plan will be submitted to CDFW at least 60 days prior to Project initiation/impacts. The timing of submittal of the species protection plan will require the plan to be prepared before surveys arecompleted. As

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such, potential for species occurrence will be considered when determining which species should be included in the protection plan. The plan shall include avoidance and minimization measures as well as mitigation measures to offset any permanent or temporary impacts to species and/or their habitat. If relocation of individuals or creation of habitat is required, the plan will consider the timing constraints and Project implementation constraints needed for the salvage and/or capture of individuals for relocation.

Assumptions

- Rincon will support the City in as-needed consulting with CDFW to develop and submit a Species Protection Plan for approval for any sensitive or rare species known to occur or discovered during pre-Project or Project surveys. We assume up to 8 hours of agency consulting support would be needed.

- If relocation of individuals or creation of habitat is required, the plan will account for the timing constraints and project implementation constraints needed for the salvage and/or capture of individuals for relocation. Relocation approach will be addressed under the Wildlife Relocation Plan (see Task 3.2).

- Assumes one round of review and response to comments from the City and relevant agencies.

(xi) Rincon Task 7.3.4 Tree Inventory Update and Protection Plan

In accordance with EIR Mitigation Measure *NA-2*, a Tree Protection Plan must be submitted to resource agencies and the City for review prior to construction. Rincon will conduct an updated tree inventory and prepare an updated tree inventory report for the project that identifies protected trees that will be impacted prior to the initiation of construction. The updated tree inventory is required given the length of the elapsed since the initial tree inventory was completed (approx. 10 years).

All trees within the project footprint with diameter-at-breast-height (DBH) of 4 inches or greater will be mapped and tree condition and level of expected impact will be documented. A tree protection zone will be mapped and displayed on a graphic of the project site. The tree protection zone will be defined as the area within the tree dripline out to approximately 5-feet from the dripline to account for the tree's critical root zone.

The Tree Protection Plan will include detailed discussion of methods for tree removal, trimming of branches, and cutting of roots to prevent excessive damage to trees that are not to be removed. The plan will address how trees will be assessed for impact including potentially lethal impacts as well as impacts that could affect structural integrity. A tree inventory log will be prepared to track trees and provide ongoing updates regard tree disposition.

Assumptions

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- Assumes one round of review and response to comments from the City.
- Assumes up to 4 hours of agency consulting support would be needed.

LIST OF DELIVERABLES

- Pre-Construction Survey Findings (Memorandums)
- Biological Monitoring
- Exclusionary Fencing Installation
- Nesting Bird Management Plan
- Wildlife Relocation Plan
- Species Protection Plan
- Tree Inventory Update and Protection Plan

▫ Rincon Task 8 Optional Services

For permitting efforts and project implementation support not yet known, such as additional studies requested by the agencies or further agency coordination efforts that may be required prior to construction, an optional services task has been included herein. The optional services task will only be used with prior written approval by Dewberry│Drake Haglan. If a task requested by the agencies exceeds the allotted budget due to size or complexity, a separate scope and budget may be warranted.

LIST OF DELIVERABLES

- Permit coordination

TASK 7: CITY OF SANTA BARBARA COORDINATION

7.1 CITY OF SANTA BARBARA DART COORDINATION. Consultant shall prepare project plans, technical specifications, and special provisions for review by the City of Santa Barbara Development Application Review Team (DART) at each submittal milestone. Comments received from the City shall be logged and responses to each comment will be prepared.

7.2 AMENDMENT 3 SCOPE. Coordination with the City of Santa Barbara has expanded to include alternatives analysis for the airport Runway Protection Zone. The task includes the preparation of a letter report to the airport for submission to the FAA.

TASK 8: 35% PS&E

8.1 CONCEPTUAL DESIGN. The conceptual design phase shall include approximately 35% complete design plans with typical sections. The plans will show the preliminary layout of roundabouts, proposed turn lanes, locations of utility poles, utility boxes, drainage culverts, etc. Proposed right-of-way acquisitions will be identified based on the need to accommodate additional traffic lanes and roadway widening, cut and fill slopes, utility relocations, retaining walls, precast arch culverts with natural bottoms, etc.

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The Preliminary Design shall also include an analysis of vertical and horizontal curve transitions to the existing roadway profile and alignment and specific safety requirements, such as design speed and sight distance, and preliminary grading requirements for the roadway embankment. Evaluate and recommend potentially less costly alternatives where feasible.

At the conclusion of the 35% design phase, the consultant shall provide CAD files showing the required configuration of Hollister Avenue over San Jose Creek to the City's consultant responsible for the design of the replacement bridge, eliminating the need for a separate bike/pedestrian bridge upstream of the existing structure.

Consultant shall perform testing, calculations, and analysis necessary to achieve project goals according to City, Caltrans, and industry standards.

8.2 PREPARE CONCEPTUAL PLANS. The consultant shall produce conceptual plans at 1" = 20' scale. Additional information to be indicated at this stage will include the base map data from field survey and records research, facility sizes, roadway dimensions, and rights-of-way, and presenting plan, elevation, and section views of the proposed improvements along with all existing facilities.

8.3 PRELIMNARY COST ESTIMATE. Consultant shall prepare an initial construction cost estimate based on all anticipated construction items and estimated quantities from the general plan facility dimensions. Consultant shall revise and resubmit preliminary cost estimates as the project progresses at the 65%, 95% and Final stages.

8.4 SUBMIT 35% PLANS. Consultant shall perform quality control on all submittals.

LIST OF DELIVERABLES

- See below

TASK 9: 65% PS&E

9.1 ROADWAY IMPROVEMENT PLANS. The design shall conform to requirements of the City of Goleta and the Caltrans LAPM.

The roadway improvement plans and striping and signing plan shall also be in accordance with the current Caltrans Standards and City of Goleta standard plans or standards approved by the City of Goleta Director of Public Works. Existing utilities shall be indicated in the plan view. These plans will be prepared at 1"=20' scale, on 24" x 36" improvement plan sheets, and will consist of:

- Detail/Typical Cross Section Sheets - include typical sections and other details as required.
- Roadway Improvement Plans - includes plans for the proposed roadway widening and associated improvements. Plans shall provide for roadway improvements in accordance with the City's recommendations. The roadway

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improvement plan shall consist of a plan and profile format that will also indicate the grading requirements in the plan. The construction drawings shall include all drainage and roadway structural details, slope revetment or lining, and design cross sections.

- Any new striping is to extend a minimum of 100 feet beyond the construction limits.
- Cross Sections - includes roadway cross sections based on the previously prepared field survey at 50-foot intervals showing the proposed roadway widening improvements. Cross sections are considered necessary to properly design the improvements and to establish the earthwork volumes and extent of construction or reconstruction beyond the existing right-of-way lines onto private property, where and if necessary. The cross sections and cut and fill quantities will be computer generated and will be included with the bid set.
- Special layout and construction details as required.
- Temporary traffic control and construction staging plans.
- Driveway profiles where work will extend beyond the public right-of-way limits. The profile shall be extended as required for a transition to the existing driveway.
- Retaining walls and precast arch culverts with natural bottoms.
- The Plans, Specifications, and Estimate must be prepared in accordance with Caltrans current CADD User's Manual, Plans Preparation Manual, and Caltrans practices, as well as conform to the City of Goleta's standards and practices.

9.2 AMENDMENT 3 SCOPE. The existing scope is modified to include the additional work for alternatives analysis resulting from the Coastal Development process and optimization of the roundabout designs that greatly improve the operational characteristics of the project. Other redesign work is necessitated by the decision to replace the Hollister Avenue Bridge, which provides an opportunity to greatly improve the roadway geometry on Hollister Avenue.

9.3 AMENDMENT 4 SCOPE. The existing scope is modified to include the additional work for the Caltrans directed realignment and related redesign of the soil-nail retaining wall required at the southbound off-ramp of SR 217. Additional work is also required for design assessments related to the FAA recommendations regarding the Fowler Road encroachment into the Runway Protection Zone of the Santa Barbara Airport.

LIST OF DELIVERABLES

- See below

TASK 10: 95% PS&E

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10.1 UPDATE ROADWAY PLANS. A submittal of 95% PS&E shall be made to the City. The submittal shall include the plans, specifications, and estimate. Five sets of 11x 17 plans with a set of special provisions and the Engineer's Estimate prepared for the 35% submittal shall be reviewed and updated as necessary. Consultant shall perform an independent QA/QC review of the 95% plans, specifications and estimate and incorporate appropriate revisions prior to submittal to the City. Specifications will be prepared in Microsoft Word and the estimate will be prepared in Microsoft Excel.

LIST OF DELIVERABLES

- Five (5) sets of the 95% Plans on 11" x 17"
- Five (5) hard copies of the special provisions
- One (1) electronic copy of the special provisions in Microsoft word format
- Five (5) hard copies of the updated combined "estimate of probable costs"
- One (1) electronic copy of the "estimate of probably costs" in excel format

Hollister Avenue/SR-217 Interchange Modifications,
Ekwill Street & Fowler Road Extensions
List of Anticipated Plan Sheets

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
T	1	Title Sheet	X	X	X	X
G	1	General Notes		X	X	X
CC	3	Construction Control plan		X	X	X
XS	1	Ekwill Street typical sections	X	X	X	X
	1	Kellogg Ave typical sections	X	X	X	X
	2	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps typical sections	X	X	X	X
	1	Fowler Road/Fairview Avenue typical sections	X	X	X	X
L	5	Ekwill Street roadway layout	X	X	X	X
	1	Pine Ave roadway layout	X	X	X	X
	1	Kellogg Avenue roadway layout	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway layout	X	X	X	X
	4	Fowler Road/Fairview Avenue roadway layout	X	X	X	X
P	5	Ekwill Street roadway profile	X	X	X	X
	1	Pine Ave roadway profile	X	X	X	X
	1	Kellogg Avenue roadway profile	X	X	X	X

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Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway profile	X	X	X	X
	4	Fowler Road/Fairview Avenue roadway profile	X	X	X	X
CD	3	ADA ramps, misc.		X	X	X
	5	Roundabout layout/grading		X	X	X
D	5	Ekwill Street drainage plan		X	X	X
	1	Kellogg Avenue drainage plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps drainage plan		X	X	X
	4	Fowler Road/Fairview Avenue drainage plan		X	X	X
Code	Quant	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
D	2	Old San Jose Creek culverts (assumed precast arches)		X	X	X
	6	Drainage profiles		X	X	X
	2	Drainage details		X	X	X
	4	Drainage quantities		X	X	X
WPC	5	Ekwill Street water pollution control plan		X	X	X
	1	Kellogg Avenue water pollution control plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps water pollution control plan		X	X	X
	4	Fowler Road/Fairview Avenue water pollution control plan		X	X	X
	2	Water Pollution Control details		X	X	X
	4	Water Pollution Control quantities		X	X	X
U	5	Ekwill Street utility plan	X	X	X	X
	1	Kellogg Avenue utility plan	X	X	X	X
	4	Fowler Road utility plan	X	X	X	X
	8	Hollister Avenue utility plan	X	X	X	X
SC	3	Ekwill Street RBA staging	X	X	X	X
	4	Hollister Ave RBA staging	X	X	X	X
	3	Fowler Road RBA staging	X	X	X	X
TH	4	Ekwill RBA traffic handling		X	X	X

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Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
	1	Kellogg Ave traffic handling		X	X	X
	12	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps traffic handling		X	X	X
	4	Fowler Road traffic Handling		X	X	X
PD/S	5	Ekwill pavement delineation & sign plan		X	X	X
	1	Kellogg pavement delineation & sign plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps pavement delineation & sign plan		X	X	X
	4	Fowler Road/Fairview Avenue pavement delineation & sign plan		X	X	X
	2	Pavement delineation & sign details		X	X	X
	4	Pavement delineation & sign quantities		X	X	X
PP/IP	5	Ekwill landscaping and irrigation plan	X	X	X	X
	1	Kellogg landscaping and irrigation plan	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps landscaping and irrigation plan	X	X	X	X
	4	Fowler Road/Fairview Avenue landscaping and irrigation plan	X	X	X	X
	2	Landscaping and irrigation details		X	X	X

Code	Quant	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
PP/IP	4	Landscaping and irrigation quantities		X	X	X
E	2	Hollister/Kellogg Traffic Signal Mod		X	X	X
	3	Street lighting plan and details		X	X	X
S	2	Pre-Cast Culvert Foundation Plans		X	X	X

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Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
	4	Retaining Wall Plans		X	X	X
	220	**TOTAL**				

10.2 AMENDMENT 3 SCOPE. The extra work in this phase is a continuation of the work resulting from the same issues in Task 9.1 for that portion of the work that had been advanced past the 65% level.

10.3 AMENDMENT 5 SCOPE. FOWLER ROAD.

The Fowler Road Extension Project was originally designed to extend out to Fairview Avenue on the west. Due external issues the City has directed DHA to reduce the project limits of Fowler Road to terminate at future Technology Drive. The project will follow the same horizontal alignment, with the addition of a knuckle at the Technology Drive intersection. The vertical profile design and roadway drainage design will need to be revised to best fit the new project layout. The revised drainage design will include re-grading the existing ditch out to Old San Jose Creek. This scope change will require revisions to the already well advanced 95% design for Fowler Road, including the modifications of many plan sheets specifications and estimate.

10.4: AMENDMENT 5 SCOPE. ADDITIONAL SUBMITTAL TO CALTRANS.

The project was originally scoped for three submittals to the City during Final Design: 65%, 95%, and a Final Submittal. The original scope included a 65% PS&E submittal for Caltrans Local Assistance review. Caltrans is now requiring a draft of the final submittal, i.e., a 100% PS&E Submittal. This new submittal will include Caltrans design review of all three portions of the project: the Hollister Avenue/Route 217 Roundabouts, the Ekwill Street Extension, and the Fowler Road Extension.

10.5: AMENDMENT 7 SCOPE. REDESIGN OF ROUNDABOUITS ON HOLLISTER.

Redesign of the Hollister Avenue Roundabouts to comply with 2020 guidance.

10.6: AMENDMENT 7 SCOPE. PEER REVIEW.

Accommodation of design changes resulting from City of Goleta Independent Peer Review Team.

10.6: AMENDMENT 7 SCOPE. STREET LIGHT DESIGN.

Design modifications to accommodate City owned streetlights for Project.

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10.7 AMENDMENT 8 SCOPE. 95% PS&E Revisions

These tasks are additional work and revisions to the 95% PS&E package, including:

1. External review comments – Revisions to the Plan and Special Provisions in response to the City Peer Review comments .
2. Yardi/UPS driveway details.
3. Winslow Development – coordination with City and impact to Ekwill Street design.
4. Specification updates to encompass all the permit conditions.
5. Meetings with Caltrans and exhibits prepared for the appraiser and property owner related to changes to access control along Ward Drive.
6. Incorporating requested changes to the Plans and Specifications as a result of the Regional Water Quality Control Board and Caltrans comments with regards to elimination of the storm water treatment areas within the State's right of way, and the related modifications to the storm drain design, planting plans, and hardscaping.
7. Responding to and incorporating additional comments from Caltrans traffic operations and design branches regarding roundabout geometrics and the Design Standard Decision Document.

LIST OF DELIVERABLES

- PS&E updates

TASK 11: FINAL CONTRACT PACKAGE

11.1 ENGINEERS ESTIMATE. Consultant shall prepare an accurate and reliable Engineer's Estimate to be included in the bid documents. Consultant shall provide a construction quantity and cost estimate with each submittal of plans. The unit costs will be based upon the most current cost information for recent similar projects in the area compiled by the consultant. Consultant's final construction cost estimate will be based upon, and in agreement with, the final items of work with estimated quantities.

11.2 FINAL PROJECT PLANS. The design deliverables will include, but not be limited to: Providing final improvement Plans on Mylar ready for advertising and bidding, along with "camera-ready" Specifications (including appendixes), and a complete Engineer's Estimate, all wet seal stamped and signed by a licensed California Civil Engineer. Final plans shall be submitted on Mylar sheets 24" x 36" in size, to a 1"=20' horizontal scale. The final plans and specifications shall be delivered to, and become the property of, the City of Goleta.

The design and scope of services shall also include complete and detailed estimate of quantities; construction cost estimate; answers to all questions regarding the design during the design review process; review of the project site to ensure that the Plans are drawn correctly; and attendance at project related meetings.

11.3 CONSTRUCTION SCHEDULE. Consultant shall calculate the amount of liquidated damages and determine the length of time in working days for construction.

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11.4 FINAL SPECIFICATIONS. The City will provide the consultant with its boilerplate Specifications and Technical Provisions in Microsoft Word format.

Consultant shall be responsible for compiling the Project Specifications which are to be based upon the latest Caltrans Standard Specifications and the latest Caltrans Standard Special Provisions shall be incorporated into the bid documents. Consultant shall provide a write up for the project specific scope of work in the Technical Specifications. The Specifications shall be signed and "wet sealed" by consultant's Civil Engineer registered in the State of California, which will constitute a certification that they are complete and ready for bidding purposes and awarding of a contract for construction of the improvements.

11.5 SUBMITTALS:

Consultant shall submit three (3) sets of bound copies of the design drawings, including cross-sections, with each submittal for checking by the City, along with the previous red lined submittal prints. The design drawings should be as complete, accurate, and error-free as possible before Plan checking is considered, in order to reduce the number of Plan checks required and related costs therefore to the City and Consultant. Each submittal is to include documentation of QC checks completed by consultant prior to submission for City review. Submittals shall be at the 35%, 65%, and 95% and Final design stages.

- Consultant shall submit three (3) sets of the contract specification documents with each submittal for checking by the City, along with the previous check prints. A disk in Microsoft Word format containing the final Contract Documents shall be submitted to the City.
- The design shall include new improvements within existing State right-of-way or right-of-way to be acquired by the Project that will become State-owned improvements upon final completion of the Project. Consultant's design shall therefore require the review and approval of Caltrans. This review process shall be in accordance with Caltrans procedures. Consultant shall prepare, submit, and coordinate with Caltrans all required PS&E documents through final approval of the design on behalf of the City. The City will review all PS&E documents prior to their submission to Caltrans.
- Prepare RE File and Materials Information Handbook.

11.6 <u>AMENDMENT 8 SCOPE.</u> Value Engineering; Reduce Overall Construction Costs/Scope Reductions

This task includes assessing and implementing changes to the PS&E in order to reduce the overall construction costs of the project includes assessment of design changes to the Ekwill Street crossing at Old San Jose Creek.

LIST OF DELIVERABLES

- Cost reduction matrix
- Revised PS&E changes for cost reduction

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TASK 12: RIGHT OF WAY ENGINEERING

12.1 Right of way engineering tasks shall be performed primarily by MNS Engineering under the direction of consultant. This task is to prepare the required maps, legal descriptions, deeds, sketches, and back up data to support the right of way acquisition effort. The RW Engineering shall be performed per the Caltrans RW Manual. A Record of Survey shall be prepared for each of the three project locations as soon as the alignments are finalized. These maps will show the new roadway alignments and serve not only as a way to retrace the corridors in the future, but also to make the legal description process much less tedious and time-consuming. The maps will also show all property monuments recovered in the retracement process allowing for the preservation of those locations.

12.1.1 Consultant shall prepare records of survey for each project location and file with the County Recorder. Monuments shall be set to facilitate recovery of the alignments and to serve as initial, local project control for construction.

12.1.2 Consultant shall determine the precise areas needed for permanent and temporary easements and for areas of interagency transfer. It is anticipated that approximately 33 permanent (private and interagency combined) fee or easements and 20 temporary construction easements (including 2 possible staging areas not yet defined) will be required.

12.1.3 Consultant shall prepare appraisal maps for each of the three project locations identifying the parcel number, owner, type of easement, size of easement and remainder size. Parcel numbers for State R/W changes will receive State-designated number. Parcel numbers for City of Goleta shall be assigned distinct numbers related to assessor's numbers, property addresses or other suitable system.

12.1.4 Consultant shall provide updates to the existing project Right of Way Needs spreadsheet to accompany the appraisal map for appraisal and acquisition agents.

12.1.5 Consultant shall prepare legal descriptions for each parcel to be acquired for temporary or permanent use.

12.1.6 Consultant shall prepare legal descriptions for existing easements to be quitclaimed to the City or State (if any).

12.1.7 Consultant shall prepare legal description and sketch for abandonment of Kellogg Place for use by the City in the abandonment and conveyance process.

12.1.8 Consultant shall prepare sketches for all non-state related acquisitions.

12.1.9 Consultant shall maintain separate parcel files for each acquisition containing information such as title reports, existing easements, descriptions of parcels to be acquired or relinquished, vesting deeds and basic parcel information.

12.1.10 Consultant shall coordinate with City of Goleta real property, City of Santa Barbara real property, Caltrans R/W, project engineer and appraisal and acquisition personnel and support them during the acquisition process.

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12.1.11 Consultant shall prepare final R/W map for the Highway 217 corridor for filing by Caltrans.

12.2 Under the direction of consultant HJA shall obtain current updated preliminary title reports for the properties subject to acquisition.

12.3 AMENDMENT 3 SCOPE. Engineering for additional R/W work is needed:

The additional right of way work includes increasing the parcel requirements from an estimated 53 to an estimated 60 parcels. Several original parcels have been removed and replaced with right of entry permits, but still require the creation of the parcel legal descriptions. Several changes have been made to the alignments for Ekwill and Hollister, resulting in needs to change appraisal maps, legal descriptions, plats, and closures and to conduct the QA/QC for each change.

Research and review of prior rights information provided by Goleta Water District to aid in the City's evaluation of GWD claims. Preparation of a Prior Rights Report

Additional survey work related to RW for staking proposed right of way limits for several parcels.

Prior Rights Research and correspondence, and underlying fee determination for portions of Kellogg Way and Kellogg Ave that may be included in property swap.

Coordination, meetings, changes and preparation of plats, legal descriptions, closures, and review, signing and distribution for the additional parcels.

12.4 AMENDMENT 6 SCOPE: Revise right of way maps and legal descriptions to conform with the requirements by Caltrans.

12.5 AMENDMENT 8 SCOPE. Right of Way Engineering

This task includes work for Hamner, Jewell & Associates for appraisals, appraisal reviews, and acquisition work for denial of access rights added by Caltrans on AP# 071-140-064 (Giorgi) parcel, TCE extensions on parcels 071-130-081 (600 Pine Partners LLC) and 071-130-069 (BT-Oh LLC), as well as TCE extensions for Catalina Barber, Sanders Hotel, BT-Oh, LLC (UPS) and Kellogg LLC, and Caltrans Right of Way Certification support and processing of required RW items with Caltrans.

LIST OF DELIVERABLES

- Appraisals and appraisal reviews
- Caltrans ROW Certification support

TASK 13: RIGHT OF WAY APPRAISALS

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Consultant shall oversee and direct Hamner, Jewell & Associates (HJA) in the appraisal and acquisition of right of way for the project.

13.1 Under the direction of consultant, HJA shall obtain appraisals from a state licensed real estate appraiser, prepared in conformance with state laws and Caltrans guidelines, as required to set the basis of right of way purchase offers to private property owners by the City. All appraisals shall be submitted to the City for review and pre-approval prior to purchase offer presentations. If project funding requires formal third-party appraisal reviews, this proposal assumes Caltrans staff shall provide the required appraisal reviews. This scope does not include any appraisal of public lands held by City, County, County Flood Control, or State; it is assumed that appraisals will only be required for the acquisitions of private properties listed in Task 14.

13.2 AMENDMENT 3 SCOPE. The following parcels have been added since the original scope was prepared:

AP 071-130-062	Yardi/Torridan	This parcel was not on the original list but has been identified as requiring an acquisition. PTR and appraisal will be required. Entry coordination for project studies required.
AP 071-130-049	Goleta Business Park	This parcel was not on the contract list but has been identified as requiring an acquisition. PTR and appraisal are required.
AP 071-130-040	Towbes (TCP Pine)	PTR obtained for this parcel; access coordination for site studies performed. Additional permanent r/w acquisition sought. Appraisal may be required.
AP 071-140-053	Kunze	No PTR requested, TCE may be avoided however some coordination may be necessary in conjunction with driveway access
AP 071-140-064	Giorgi	PTR requested for this out-of-scope parcel; evaluation support regarding Caltrans denial of access requirement.
AP 071-190-034	Kellogg Ave LLC	New TCE required for retaining wall construction; this parcel was not in the original contract scope of work. Assume TCE without an appraisal
AP 071-190-035	SYCAL Properties	Right of Entry for Driveway conform added/required
AP 071-170-061	Himelsein	Right of Entry for Driveway conform added/required

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AP 071-170-062	See Family Trust	Right of Entry for Driveway conform added/required
AP 071-170-063	Antonucci	Right of Entry for Driveway conform added/required
AP 071-170-064	Antonucci	Right of Entry for Driveway conform added/required
AP 071-140-068	Catalina Barber	Right of Entry for Driveway conform added/required
AP 071-140-056	Bottiani	Right of Entry for Driveway conform added/required

13.3 AMENDMENT 6 SCOPE: UPDATE APPRAISALS.
Revise and update appraisals for parcels affected by the changes resulting from Caltrans requirements to keep the Ekwill Fowler Project independent for right of way work.

13.4 AMENDMENT 7 SCOPE: UPDATE TCE's.
Revise and update appraisals for Temporary Construction Easements (TCE's) throughout Project.

TASK 14: RIGHT OF WAY ACQUISITION

Under the direction of consultant HJA shall prepare offer packages based upon the appraisals, for presentation to each involved property owner. Offer packages shall include an offer letter, Appraisal Summary Statement, proposed Acquisition Agreement, and Deed. Consultant shall present these documents for City review and pre-approval prior to presenting offers to property owners. Concurrently consultant shall seek Caltrans review and approval of the appraisals, prior to proceeding with making the purchase offers. If requested by the City, consultant shall have the limits of right of way acquisition staked in the field with lath and flagging to assist in visualizing the limits of the right of way being acquired. After offer presentation, consultant shall handle all follow up negotiations in pursuit of mutually acceptable amicable purchase agreements with each owner to finalize the property purchases. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, consultant shall coordinate with City and, if appropriate, with the City Attorney's office in conjunction with any required Necessity Hearing scheduling. For those on which we reach final agreements, we would process all documents for necessary approvals and coordinate escrows, title insurance, and closings. This project shall also require a residential relocation. Consultant shall provide relocation assistance in conformance with the California Government Code and, if federal funding is involved, in accordance with the provisions of the federal Uniform Act. Relocation assistance shall include interviewing tenants, providing required noticing,

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conducting market surveys to set benefit levels and identify potential replacement sites, present the tenant with referrals to potential replacement housing options, provide moving bid coordination, claim preparation and processing, and payment distribution and payment receipt documentation. Consultant shall also prepare a Relocation Plan in advance of making the property purchase offers and triggering relocation eligibility. Consultant shall draft any required Right of Way Certification.

Following is the list of parcels included in this proposal:

Assessor's Parcel Number	Owner	Type of Acquisition
071-130-051, -006	Mauracher	Partial
071-170-080, -083, and -079	University Properties	Partial and Full
071-170-082	Winnikoff Trust	Partial
071-130-023	McPage Enterprises	Partial
071-151-011	McLeans Auto Body & Paint	Partial
071-140-067 and -068	Catalina Barber Corp	Full/Exchange
071-090-078	DLC Enterprises	Partial
071-090-036	Newland	Partial (+ Relocation)
071-090-007	Islay Investments	Partial
071-140-046	Bottiani	Partial/ Exchange
071-330-009	Jurkowitz Trust	Partial

14.1 AMENDMENT 3 SCOPE. The original scope of services is amended to provide:

An independent fee reviewer to comply with Caltrans review appraisal requirements. (Original scope assumed Caltrans would provide this service).

Due to timeline differentials with obtaining environmental clearances and funding, the Newland and Bottiani parcels now have different appraisal and offer descriptions.

Acquisition for the parcels listed under Task 13.2 above.

14.2 AMENDMENT 4 SCOPE. The original scope of services is amended to provide:

- Additional effort related to unanticipated prolonged and complicated acquisition negotiations on several properties.
- Additional effort related to support services for the City's filing of a Resolution of Necessity for five parcels.
- Additional effort relayed to required revisions to existing appraisals for certain properties.

14.3 AMENDMENT 5 SCOPE. Due to the changes to the Fowler Road project, there is additional Right of Way work that must be completed. The new knuckle at the western

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end of Fowler Road at Technology Drive will require a small right of way acquisition as well as modifications to the Temporary Construction Easement at the same parcel. At this point in the project, the majority of the right of way work has been completed for the Fowler Road project, and escrow has closed for the Temporary Construction Easement. Additional work is therefore required to obtaining a Preliminary Title Report, Appraisal, and Acquisition. The additional effort includes work for subconsultant MNS for surveying to complete the appraisal map, and for subconsultant Hamner, Jewell & Associates to complete the appraisals and acquisition work.

14.4 AMENDMENT 6 SCOPE: Revise and update acquisition work for parcels affected by the changes resulting from Caltrans requirements to keep the Ekwill Fowler Project independent for right of way work. Extend the work required for ongoing negotiations with other parcels that have expanded into protracted negotiations.

TASK 15: UTILITY COORDINATION

Consultant shall provide utility coordination throughout the project in accordance with Chapter 13 of the Caltrans' Right of Way Manual as required. This task involves communicating the City's project to the utility owners within the project limits and working with them to complete their plans and relocations for those utilities that conflict with the proposed project. Anticipated work under this task is as follows:

15.1 VERIFY EXISTING UTILITIES: Collect available utility information and review the topographic base map in order to identify existing utilities. A utility base map shall be prepared and sent to utility owners for verification. Part of the verification process is to obtain additional utility information from the owners such as as-built record drawings and atlas sheets, as well as determining the facility's function.

Finally, the utility base map is revised using the utility owner provided items and information our team has developed over the course of the task.

- Utility Base Map: Prepare a utility base map to be used in conjunction with the topographic base map. Essentially, this base map documents the best available utility location information such as: USA markings; interpretation of as-built record drawings and utility atlas sheets; and pothole information.
- Utility Matrix: Prepare a utility matrix to organize and document in one location all the utility coordination activities including: owner; contact name, telephone, and facsimile numbers; mailing and physical addresses; email addresses; dates and methods of communication; description of effected utility; method of conflict resolution, if any; status of relocation plans, if any; etc.

  This matrix is provided to the City and utility owners to provide a transparent understanding of all the utility locations, conflicts, and issues to all potentially affected stakeholders. For example, often cable TV and telephone facilities are carried on electric poles. Using the matrix, the cable TV/telephone representatives

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can get a clear understanding of the project impacts to poles which they are on, but over which they have little to no control over.

- Utility Letter A (Verification) Package: Letter, matrix and associated plans that outline the proposed design and right-of-way, and existing utilities as mapped in the field. This letter puts the utility owner on notice that the City is intending to construct a project that may affect their facilities.
- As-Built Record Drawings: A primary function of the Utility Letter A is to gather and incorporate into the utility base mapping any utility owner record drawings or other pertinent information.

15.2 POSITIVE IDENTIFICATION AND DETERMINATION OF LIABILITY: Prepare and execute a potholing plan to provide positive identification and location of utility facilities that may conflict with the project.

High-risk vs. low-risk utility facilities will also be identified.

- Potholing: Obtaining positive location information of underground utilities that may be in conflict with the proposed project improvements, and all high-risk utilities within the project limits. The potholes will be surveyed and added to the project topo maps. Since the exact number of potholes cannot be determined in advance, consultant has assumed approximately two full days of potholing activity will be needed.
- Utility Letter B (Request for Relocation Plans) Package: Letter, updated matrix and associated plans that identify potential utility conflicts and approximate relocation schedules. This is a formal coordination letter that identifies the relocation work and schedule required to complete the relocations. Packages shall be sent to all utility owners within the project limits – regardless of potential conflict or not – in order to provide transparency of all utility coordination.
- Relocation Parameters: Provide utility relocation parameters for utility owner relocations plans.

15.3 COORDINATE RELOCATION: Coordinate any and all modifications, changes, or relocations of existing underground and/or overhead utilities with respective utility companies. Where feasible, every effort shall be made to complete any and all modifications, changes, or relocations of existing underground and/or overhead utilities prior to construction.

Should the utility companies or the City decide to underground existing overhead utilities as part of the relocation, or desire the installation of conduits for future undergrounding or expansion of their facilities, Consultant shall work with the respective utility companies to incorporate their design into the plan set and assist in the development of cost sharing between the utility companies and the City in the utility relocation agreements for the additional cost of trenching, conduits, vaults, etc. associated with the undergrounding. The design of any “dry” utilities (overhead or underground) is not a part of this scope of work.

This scope of work assumes that the City shall prepare any utility relocation agreements.

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Schedules and progress reports for utility efforts shall be prepared. Plans and cost estimates provided by the utility companies shall be reviewed and recommendations shall be made.

- Field Meetings: Attend field meetings with utility owner representatives.
- Utility Specifications: Prepare special provisions relating to utility coordination during construction including timing and duration of construction windows for utility relocations performed by owner's forces.
- Utility Plans: Finalize utility plans for contract documentation plan set.
- Utility "C" Letter (Notice to Owner) Package: Letter, updated matrix and final project plans that show location and elevation of existing utility and the proposed utility relocations. This letter satisfies the requirements in regard to utility conflicts.
- RE Pending File: The last step of this task is to provide documentation of the utility coordination effort for the City and the RE Pending file. This will provide the City with

15.4 AMENDMENT 3 SCOPE. Expanded utility coordination due to the presence of several mainline trunk utilities that run along Hollister Avenue. Utility relocation efforts for these facilities are going to require additional potholing (20 original vs. 60 now), along with intensive coordination to accomplish the staged construction on Hollister Avenue.

15.5 AMENDMENT 5 SCOPE. The utility coordination process has proven to be much more extensive than originally scoped. The level of coordination and utility design for the Hollister Avenue/Route 217 Roundabouts has proved to be more extensive than originally scoped and requires extension additional coordination with the Hollister Avenue Bridge project, as well. Amendment 5 addresses the additional work by DHA to complete the utility coordination for the project.

Temporary traffic signal staging plans have expanded to four stages of construction with multiple signal head moves for each stage. Consequently, DHA will secure a new electrical subconsultant (Y&C) to prepare up to an additional 18 plan sheets to accommodate the various stages of construction for the signals and streetlights.

15.6 AMENDMENT 6 SCOPE. Continue coordination with the owners of affected utilities. This coordination will be on-going throughout the remainder of the design project. The work includes coordinating final relocation plans with utility owners, and assisting the City with utility agreements, and preparing the final utility relocation letters. Upon receipt of comments on the 95% submittal package, facilitate a review session with the City to discuss review comments and resolve any conflicting comments.

Revise the plans to delete the Caltrans style lights and add custom streetlights in the City right of way. Modify technical special provisions to address City comments,

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changes to the plans, or unique revisions and coordinate them with the City boilerplate.

15.7 AMENDMENT 8 SCOPE. Additional Utility Coordination

MNS will continue to coordinate with the owners of effected utilities. This coordination will be ongoing throughout the remainder of the project. The work includes coordinating final relocation plans with DHA designers and utility owners, and assisting the City with utility agreements, and preparing the final utility relocation letters.

LIST OF DELIVERABLES

- Final utility relocation letters
- Utility Agreement Assistance

TASK 16: MITIGATION MONITORING PLAN

PERMIT CONDITONS SUMMARY TABLE AND PS&E INTEGRATION

16.1 PREPARE SUMMARY TABLE. Once permitting conditions have been finalized Consultant shall compile the Permit Conditions Summary Table, which is comprised of a list of mitigation measures and conditions of approval identified during environmental review and the permitting process. This would comply with Caltrans' Local Assistance Procedures Manual that requires the following be submitted to the District Local Assistance Engineer (DLAE):

> "The local agency shall develop a list of all mitigation as related to NEPA and provide it along with the technical reports and draft environmental document to the DLAE.
>
> The local agency shall certify that all required mitigation has been completed and/or is included in the Final Plans, Specifications and Estimate (PS&E), and that any required ongoing maintenance of mitigation is implemented (23 CFR Parts 635,771, and 772)."

This task will satisfy the Environmental Commitments Record as described in Section 39 of the Caltrans Standard Environmental Reference.

16.2 INTEGRATE ENVIRONMENTAL INFORMATION WITH PS&E DEVELOPMENT. The PS&E specifications sheets and final bid package shall incorporate inputs from the permitting process. The task would involve:

- Integrate mitigation measures into the PS&E.
- Prepare the Permit Conditions Summary Table and specifications

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16.3 MITIGATION PLAN. Consultant shall prepare a biological mitigation plan that fulfills all of the requirements of the City's EIR and provides the biological information needed to support the COE, CDFG, RWQCB, and CCC permit applications (as indicated in Task 6 Permitting). Integrate the compensatory mitigation plan into the biological mitigation and monitoring plan required by Mitigation Measure NA-1 in the EIR (herein referred to as the Mitigation Plan).

The Mitigation Plan shall comprise a biological mitigation and monitoring plan that incorporates all of the biological conditions related to construction of the project, including the "compensatory mitigation plan" required to obtain a section 404 permit from the COE. The plan shall include protection and replacement of habitats, streams, and wetlands, and measures for the protection of sensitive plants and animals, as described in the EIR. The compensatory mitigation plan shall include site selection information, a mitigation work plan and maintenance plan, performance standards and monitoring requirements, and long-term and adaptive management plans. The Mitigation Plan shall include the following components as identified and described in further detail in the EIR:

- Protection and replacement of riparian habitat
- Native tree inventory and protection plan
- Wetland habitat restoration
- Pre-construction floristic surveys and compensation
- Plant restoration
- Construction restrictions for riparian birds and raptors
- Construction zone housekeeping
- Maintenance restrictions
- Avoid/minimize impacts to least Bell's vireo

The following tasks shall be implemented in order to create the Mitigation Plan:

16.3.1 COMPENSATORY MITIGATION SITE SELECTION. Select specific sites for restoration, enhancement and/or creation required to complete the Mitigation Plan and obtain key permits. The City shall provide descriptions of potential available locations and acreage suitable for compensatory mitigation. Consultant shall make recommendations to the City regarding the locations for the compensatory mitigation site(s).

16.3.2 FIELD VISITS AND GROUND-TRUTH DATA. Conduct a field visit to verify biological resource information gathered during the preparation of the EIR is accurate and up to date. Map native trees for preparation of the native tree inventory and protection plan.

16.3.3 COORDINATE WITH LANDSCAPE ARCHITECT ON LANDSCAPE AND IRRIGATION PLANS AND SPECIFICATIONS. Provide a restoration biologist to provide input on landscape and irrigation plan drawings and specifications, including plant/seed layouts, palettes, and specifications.

16.3.4 PREPARE DRAFT MITIGATION MONITORING PLAN. Prepare a draft Mitigation Monitoring Plan. The Mitigation and Monitoring Plan will be coordinated with the project landscape plans. The restoration component of the mitigation plan shall include details on restoration

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locations and habitat types, plant/seed source, plant layouts and palettes, plant and seed installation methods, irrigation methods, restoration schedule, a description of the 5-year maintenance and monitoring program methods, and include the following performance standards:

- Native cover must be 70 percent after three years and retain 70 percent coverage by the end of the 5-year monitoring and maintenance period.
- Non-native invasive plants, excluding non-native grasses, must remain below 10 percent of total vegetation cover at all times.
- Vegetation must survive without supplemental irrigation for at least 2 years.
- No single species shall constitute more than 50 percent of the vegetative cover.
- Replacement plants shall be monitored for a minimum of 3 years to ensure successful establishment.
- The draft Mitigation Plan will be submitted electronically for review and approval by the resource agencies and Goleta.

16.3.5 PREPARE FINAL MITIGATION PLAN. Revise the Mitigation Plan based on comments from agencies and Goleta and prepare a final Mitigation Plan. Submit 10 copies of the final Mitigation Plan to the permitting agencies and Goleta on hard copies or CD as appropriate.

16.4 AMENDMENT 3 SCOPE. Identification of a potential mitigation site on the City of Santa Barbara Airport property along Hollister Avenue and preparation of a preliminary concept paper to facilitate Airport review and approval. Conduct all field surveys, mapping, and conceptual plan preparation for the mitigation sites, including the site on the Airport property.

16.5 AMENDMENT 5 SCOPE. DHA and URS will prepare the final response to RWQCB comments as related to the Mitigation Plan. URS will amend the Mitigation Plan to reflect the revised project impacts related to the reduction in scope of Fowler Road. The revised Mitigation Plan measures will be incorporated into the PS&E and into a revised Permit Conditions Summary Sheet.

LIST OF DELIVERABLES

- Biological inputs for the landscape and irrigation plans
- Draft Mitigation Plan
- Final Mitigation Plan
- Draft Revised Mitigation Plan
- Final Revised Mitigation Plan

16.6 AMENDMENT 6 SCOPE – Permits 1 through 5. The following activities are needed for updating the environmental documents for the project:

1. Revised Biological Mitigation and Monitoring Plan. Work to be undertaken as part of this task includes, but is not limited to:

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- Conduct field reconnaissance and desktop analysis to identify potentially suitable replacement mitigation site(s).
- Coordinate with the City to identify which replacement mitigation sites are suitable and acceptable.
- Prepare updated maps of the suitable mitigation sites illustrating proposed restoration efforts and existing constraints and prepare an associated fact sheet outlining the benefits of the revisions. The maps and fact sheet will be prepared for use by the Project team and the City for discussions with the agencies and the public.
- Participate in one meeting with the public for desktop and field review of the suitable mitigation sites.
- Revise the 2016 Biological Mitigation and Monitoring Plan once the mitigation sites have been agreed upon by all parties. Please note, only restoration-specific sections will be revised, and the remainder of the plan will remain as previously written.
- Coordinate agency submittal and approval of the revised Biological Mitigation and Monitoring Plan.
- Coordinate with Rincon Consultants on mitigation-specific aspects of the Environmental Impact Report Addendum. Rincon is conducting revisions to the addendum under a separate contract.

2. Environmental Enhancement and Mitigation Grant Program Assistance. Work to be undertaken as part of this task includes, but is not limited to:

- Provide information as needed for mitigation-specific items to City to be incorporated into the application.
- Review mitigation-specific text prepared by City.
- Revise the one previously prepared EEMP-specific GIS figure per updates to the mitigation sites as described above.

16.7 AMENDMENT 7 SCOPE. SUPPORT TO DEFEND LEGAL CHALLENGE TO EIR ADDENDUM.

Provide support services to the City to defend lawsuit against the EIR Addendum and associated Bio-Mitigation Plan.

16.8 AMENDMENT 7 SCOPE. ACQUIRE NATIVE PLANTS FOR BIO-MITIGATION.

Implementation of plant and seed propagation plan for the Bio-Mitigation Plan with $23,360 deposit so that native plants from the project site can be grown in a nursery.

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TASK 17: PROVIDE BIDDING AND CONSTRUCTION SUPPORT

17.1 Consultant shall interpret plans and specifications as required during the bidding process. Attend and participate in a pre-bid meeting with potential bidders. Consultant shall answer questions regarding the Technical Provisions and the design drawings during the bidding process.

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This Amendment 5 request includes the time and effort for DHA to complete the extra submittal for Fowler Road and Hollister Avenue/Route 217, and for MNS to compete the extra submittal for Ekwill Street.

17.2 AMENDMENT 6 SCOPE. Provide bid period support for the PS&E and associated construction package documents produced by the design team, including items added by earlier amendments. Task is clarified to be only bid period support. Design support during construction will be negotiated and authorized for the CON phase of the project.

17.3 AMENDMENT 8 SCOPE. Additional Bidding Support

This Amendment includes anticipated design support for MNS during the bidding phase.

TASK 18: AMENDMENT 5 SCOPE. ADDITIONAL REPORTS TO CALTRANS.

The project was originally scoped for submittals to City based on preparing standard engineering reports needed for the project. Caltrans requires additional reports to be prepared over and above the original scope. Now that the Caltrans involvement has changed to include the entire project oversight, not just the portion in State right of way,

these reports need to be prepared and submitted to Caltrans in their specific format for every segment of the project. The new reports include Design Exceptions, Storm Water Data Reports, and the Traffic Management Plan. This amendment request includes the additional work for DHA to prepare and submit these reports for Caltrans review, including the subsequent report revisions and responses to Caltrans comments

CITY OF GOLETA RESPONSIBILITIES

- Provide basic criteria for project design, record drawings, and preprinted portions of the specifications.
- Provide copies of available pertinent City records, such as survey ties, benchmarks, road plans, and record maps the City knowingly has in its possession.
- Print and distribute final bid documents, unless requested as an additional service.
- Mediate with landowners for access to and provisions for consultant to enter upon private and public lands.
- Provide all other required services that cannot, by law, be performed by consultant.
- Provide contract administration and inspection during construction.

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- Be responsible for all communication with the Caltrans' District Local Assistance Engineer for grant funding and cost reimbursement.
- The City's Director of Public Works or designee shall serve as Contract Administrator for the project.

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Task	Description	Budget Amount in City Executed Contracts & Amendments	Remaining as of (3/26/21)	Amendment Request	Task Transfer	Total Revised Contract Amount
1	Project Management/Coordination	$ 257,333.45	$ 5,561.00	$ 15,000.00	$ -	$ 272,333.45
2	Surveying	$ 851.81	$ (191.75)	$ 191.75		$ 1,043.56
3	Materials and Foundation Reports	$ 2,864.48	$ (9.89)	$ 9.89		$ 2,874.37
4	Drainage Report	$ 41,925.81	$ (46,154.52)	$ 96,244.55		$ 138,170.36
5	Aerial Deposited Leady Study	$ -	$ -	$ -		$ -
6	Permitting	$ 146,885.72	$ -	$ 5,000.00		$ 151,885.72
7	City of SB DART Coordination	$ 41,793.90	$ 5,086.14		$ (5,086.14)	$ 36,707.76
8	35% PS&E	$ 86,657.92	$ (1,236.21)	$ 1,236.21		$ 87,894.13
9	65% PS&E	$ 273,954.71	$ 69,542.25		$ (69,542.25)	$ 204,412.46
10	95% PS&E (Incl Task 10A)	$ 765,484.88	$ (233,739.64)	$ 262,957.19		$ 1,028,442.07
10A	100% PS&E	$ -	$ -	$ -		$ -
11	Final PS&E	$ 104,263.21	$ 61,405.82	$ 20,000.00		$ 124,263.21
12	Right of Way Engineering	$ 17,412.42	$ 5,249.41	$ 12,500.00	$ (5,249.41)	$ 24,663.01
13	Right of Way Appraisals	$ 16,970.87	$ (2,107.88)	$ 3,500.00		$ 20,470.87
14	Right of Way Acquisition	$ -	$ -	$ -		$ -
15	Utility Coordination	$ 102,799.75	$ 9,958.69		$ (42,681.38)	$ 60,118.37
16	Mitigation and Monitoring Plan	$ 27,596.53	$ 20,888.52		$ (10,929.83)	$ 16,666.70
17	Bidding and Construction Support	$ 16,937.01	$ 16,937.01			$ 16,937.01
18	Caltrans Reports	$ 26,238.25	$ 21,222.40			$ 26,238.25
	Salary Increase Allowance					
	Subtotal Labor	$ 1,929,970.72	$ (67,588.65)	$ 416,639.59	$ (133,489.01)	$ 2,213,121.30
	DHA ODCs	$ 18,850.00	$ 2,730.68	$ (2,230.58)		$ 16,619.42
	Total DHA	**$ 1,948,820.72**	$ (18,290.13)	$ 414,409.01		**$ 2,229,740.72**
	DHA (Only) Cost			**$ 280,920.00**		

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	Total DHA	$ 1,948,821	Remaining Budget from Executed Sub agreements	Amendment 8 Extra Request from subs	Task Transfers	Total Revised Contract Amount
	MNS	$ 898,234.00	$ 3,036.98	$ 100,791.42		$ 999,025.42
	Reid Middleton	$ 69,120.00	$ 20,200.69		$ (20,200.69)	$ 48,919.31
	David Black & Associates	$ 49,325.00	$ 5,436.23		$ (5,436.23)	$ 43,888.77
	Kittelson	$ 32,949.00	$ (994.50)		$ 994.50	$ 33,943.50
	URS/AECOM	$ 525,273.00	$ 254.73		$ (344.73)	$ 524,928.27
	Fugro	$ 139,109.00	$ 10.05		$ (10.05)	$ 139,098.95
	Geocon	$ 19,725.00	$ 1,370.00		$ (1,370.00)	$ 18,355.00
	Hamner-Jewell	$ 415,425.00	$ 1,356.87	$ 46,973.00		$ 462,398.00
	Rincon	$ 77,290.12	$ 6,629.21	$ 120,451.00	$ 6,030.00	$ 203,771.12
	Y&C Transportation	$ 108,000.00	$ 51,424.49	$ -	$ -	$ 108,000.00
	Arcadia	$ -	$ 34.13	$ 3,000.00	$ 17,000.00	$ 20,000.00
	Total Subs	**$ 2,334,450**	**$ 88,758.88**	**$ 271,215.42**	**$ (3,337.20)**	**$ 2,602,328.34**
	Total Contract Amount	**$ 4,283,271**				**$ 4,832,069.06**
	Total Subconsultant Request			**$ 267,878.22**		
	Total Amendment Request (DHA + Subs)			**$ 548,798.22**		

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Attachment B

City of Goleta
Ekwill Street and Fowler Road Extensions Project

DEWBERRY | DRAKE HAGLAN
CONTRACT SUMMARY - AMENDMENT 8

CONTRACT No. **CONSULTANT COST PROPOSAL**
CONSULTANT: Dewberry | Drake Haglan

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Dennis Haglan*	Principal Engineer	80	$ 120.00	$9,600.00
tbd	Senior Engineer Range A	0	$ 65.00	$0.00
tbd	Senior Engineer Range B	0	$ 69.00	$0.00
Gou Wei Li	Senior Engineer Range C	65	$ 74.13	$4,818.45
Dave Melis*	Senior Engineer Range D	287	$ 91.01	$26,119.87
Matt Burgard*	Senior Engineer Range D	120	$ 74.15	$8,898.00
Jose Silva	Senior Engineer, Range D	0	$ 117.67	$0.00
Gordon Danke	Engineer Range A	140	$ 48.03	$6,724.20
Ashley Satow	Engineer Range B	132	$ 58.19	$7,681.08
Anthony Boyes	Engineer Range C	210	$ 63.99	$13,437.90
Keith Dresbach	CADD Manager	0	$ 65.00	$0.00
Eduardo Cisneros	CAD Technician III	79	$ 50.74	$4,008.46
Luke Ervin	Assistant Engineer Range A	0	$ 39.04	$0.00
Kyle Lundblom	Assistant Engineer Range A	143	$ 48.62	$6,952.66
Frank Demarco	Cad Designer	0	$ 51.98	$0.00
Stephanie Morales	Senior Designer	136	$ 48.12	$6,544.32
Kevin Ross	Principal	0	$ 104.77	$0.00
Jeff Elmensdorp	Senior Engineer Range D	0	$ 76.76	$0.00
tbd	Project Coordinator	50	$ 41.00	$2,050.00
tbd	Engineering Technician	80	$ 39.00	$3,120.00
				$0.00
		1,522	Total Hours	

Subtotal Direct Labor Costs	$99,954.94
Anticipated Salary Increases	$1,599.28
TOTAL - DIRECT LABOR	**$101,554.22**

INDIRECT COSTS	Rate	Amount
Overhead	97.60%	$99,116.92
Fringe Benefit	55.87%	$56,738.34
General & Administrative	0.00%	$0.00
	153.47%	

TOTAL - INDIRECT COSTS **$155,855.26**

FEE (10.00%) **TOTAL - FEE** **$25,740.95**

OTHER DIRECT COSTS

Task Reduction	$ (2,230.58)
TOTAL - OTHER DIRECT COSTS	**-$2,230.58**
TOTAL DHA COST	**$280,920.00**

SUBCONSULTANTS

Amendment 8		
MNS	$ 100,791.42	
Hamner-Jewell	$ 46,973.00	
Rincon	$ 120,451.00	
Subconsultant Task Transfers		
Reid Middleton (Task Transfer Only)	$ (20,200.69)	
David Black & Associates (Task Transfer Only)	$ (5,436.23)	
Kittelson (Task Transfer Only)	$ 994.50	
URS/AECOM (Task Transfer Only)	$ (344.73)	
Fugro (Task Transfer Only)	$ (10.05)	
Geocon (Task Transfer Only)	$ (1,370.00)	
Rincon (Task Transfer Only)	$ 6,030.00	
Y&C Transportation	$ -	
Arcadia (Direct Cost for DHA)	$ 20,000.00	
TOTAL SUBCONSULTANT COST		**$267,878.22**
TOTAL AMENDMENT 8		**$548,798.22**

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EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$99,954.94		1,522	=	$65.67	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$65.67	+	4%	=	$68.30	Year 2 Avg Hourly Rate
Year 2	$68.30	+	4%	=	$71.03	Year 3 Avg Hourly Rate
Year 3	$71.03	+	4%	=	$73.87	Year 4 Avg Hourly Rate
Year 4	$73.87	+	4%	=	$76.83	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	60.0%	*	1522.0	=	913.2	Estimated Hours Year 1
Year 2	40.0%	*	1522.0	=	608.8	Estimated Hours Year 2
Year 3		*	1522.0	=		Estimated Hours Year 3
Year 4		*	1522.0	=		Estimated Hours Year 4
Year 5		*	1522.0	=		Estimated Hours Year 5
Total	**100%**		**Total**	=	**1522.0**	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$65.67	*	913.2	=	$59,972.96	Estimated Hours Year 1
Year 2	$68.30	*	608.8	=	$41,581.26	Estimated Hours Year 2
Year 3	$71.03	*		=		Estimated Hours Year 3
Year 4	$73.87	*		=		Estimated Hours Year 4
Year 5	$76.83	*		=		Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$101,554.22	
			Direct Labor Subtotal before Escalation	=	$99,954.94	
			Estimated total of Direct Labor Salary Increase	=	**$1,599.28**	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided.

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Actual Cost Plus-Fixed Fee Contract

MNS Engineers, Inc. - Ekwill Street and Fowler Road Extensions Project Design Amendment No.5

Contract No. 05-4611U4 Project No. 0500000548

DIRECT LABOR

Classifications/Title	Name	Hours	Pay Rate	Total Direct Labor
Principal Engineer	Kowalewski	226	$93.75	$21,187.50
Senior Engineer	Zinkewich	100	$52.88	$5,288.46
CADD Manager	Burns	44	$53.85	$2,369.23
CADD Technician	Hernandez	70	$41.62	$2,913.40
Principal Surveyor	Reinhardt	7	$112.98	$790.87
Lead Surveyor	Sobecki	28	$62.50	$1,750.00
2-Person Crew*	TBD	8	$135.00	$1,080.00
Project Coordinator	TBD	18	$40.00	$720.00

a) Subtotal Direct Labor Costs $36,099.46

b) Anticipated Salary Increases $0.00

c) **TOTAL DIRECT LABOR COSTS** [a +b] **$36,099.46**

FRINGE BENEFITS

d) Fringe Benefits Rate 56.44%

e) **TOTAL FRINGE BENEFITS** [c x d] **$20,374.53**

INDIRECT COSTS

f) Overhead Rate 92.85%

g) OVERHEAD $33,518.35

h) General & Adm. Rate 0.00%

i) GEN & ADM $0.00

j) **TOTAL INDIRECT COSTS** [g + i] **$33,518.35**

FIXED FEE (Profit)

q) Profit Rate 12.00%

k) **TOTAL PROFIT** [(c + e + j) x q] **$10,799.08**

OTHER DIRECT COSTS (ODC)

l) Postage, plots, copies $0.00

m) Equipment Rental and Supplies $0.00

n) Permit Fees, Plan Sheets, Test Holes, Title Reports, etc. $0.00

o) Subconsultant Costs $0.00

p) **TOTAL OTHER DIRECT COSTS** [l + m + n + o] **$0.00**

TOTAL COST [c + e + j + k + p] **$100,791.42**

NOTES:

* signifies Prevailing Wage classification.

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EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: Beacon Integrated Professional Resources, Inc. dba Hamner, Jewell & Associates
Project No. **Contract No.** **Date:**

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Managing Senior Associate	Lillian Jewell	60.0	$98.56	$5,913.47
Senior Associate II	Cathy Springford			
Senior Associate II	Robert McDowell			
Associate II	David Jewell	100.0	$45.00	$4,500.00
Associate I	Jennifer Mizrahi	10.0	$40.00	$400.00
Associate I	J.T. Katavich			
Transaction Coordinator	Transaction Coordinator Pool	65.0	$37.00	$2,405.00
Transaction Assistant	Transaction Assistant Pool	4.0	$23.00	$92.00
Clerical Support	Clerical Pool		$17.13	
	Total	239.0		$13,310.47

LABOR COSTS

a) Subtotal Direct Labor Costs $13,310.47
b) Anticipated Salary Increases $66.55

c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)] $13,377.02

INDIRECT COSTS

d) Fringe Benefits (Rate):
e) Total Fringe Benefits [(c) × (d)]
f) Overhead (Rate): 165.21%
g) Overhead [(c) × (f)] $22,100.18
h) General and Administrative (Rate):
i) Gen & Admin [(c) × (h)]

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $22,100.18

FIXED FEE

TOTAL FIXED FEE
k) [(c) + (j)] × fixed fee **10.00%** $3,547.72

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Preliminary Title Reports				
Appraisals	1		$5,500.00	$5,500.00
Appraisal Reviews	1		$1,250.00	$1,250.00
Printing/Postage/Delivery				$250.00
Mileage	800	Miles	$0.56	$448.00
Other Project Expenses				
Traveling Notary				$500.00

l) **TOTAL OTHER DIRECT COSTS** $7,948.00

m) **SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:
Subconsultant 2:
Subconsultant 3:
Subconsultant 4:

m) **TOTAL SUBCONSULTANTS' COSTS**

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l) + (m)] $7,948.00

TOTAL COST [(c) + (j) + (k) + (n)] $46,972.92

NOTES:

- Key Personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal Cost Principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

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EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$13,310.47		239	=	$55.69	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$55.69	+	2%	=	$56.81	Year 2 Avg Hourly Rate
Year 2	$56.81	+	2%	=	$57.94	Year 3 Avg Hourly Rate
Year 3	$57.94	+	2%	=	$59.10	Year 4 Avg Hourly Rate
Year 4	$59.10	+	2%	=	$60.28	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	75.0%	*	239.0	=	179.3	Estimated Hours Year 1
Year 2	25.0%	*	239.0	=	59.8	Estimated Hours Year 2
Year 3		*	239.0	=		Estimated Hours Year 3
Year 4		*	239.0	=		Estimated Hours Year 4
Year 5		*	239.0	=		Estimated Hours Year 5
Total	**100%**		**Total**	=	**239.0**	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$55.69	*	179.3	=	$9,982.85	Estimated Hours Year 1
Year 2	$56.81	*	59.8	=	$3,394.17	Estimated Hours Year 2
Year 3	$57.94	*		=		Estimated Hours Year 3
Year 4	$59.10	*		=		Estimated Hours Year 4
Year 5	$60.28	*		=		Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$13,377.02	
			Direct Labor Subtotal before Escalation	=	$13,310.47	
			Estimated total of Direct Labor Salary Increase	=	**$66.55**	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

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EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Lillian Jewell Title*: President

Signature: Date of Certification (mm/dd/yyyy): 4/14/2021

Email: ljewell@hamner-jewell.com Phone Number: 805-773-1459

Address: 530 Paulding Circle, Suite A, Arroyo Grande, CA 93420

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

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EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 1

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Rincon Consultants, Inc. Contract No. _____ Date 6/1/2021

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal I	Colby Boggs	2	$73.65	$147.30
Principal I	Christopher Julian	22	$71.96	$1,583.12
Senior Biologist II	Julie Love	240	$50.33	$12,079.20
Senior Biologist I	Robin Murray	30	$46.55	$1,396.50
Senior Biologist II	Stephanie Lopez	42	$48.10	$2,020.20
Senior Biologist II	Eric Schaad	120	$50.57	$6,068.40
Biologist III	Yuling Huo	206	$31.72	$6,534.32
Biologist I	Various	10	$24.86	$248.60
GIS/CADD Specialist II	Jon Montgomery	32	$39.48	$1,263.36
Administrative	Various	32	$27.73	$887.36
Production Specialist	Dario Campos	9	$23.81	$214.29
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs $32,442.65

b) Anticipated Salary Increases (see page 2 for calculation) $0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $32,442.65

INDIRECT COSTS

d) Fringe Benefits (Rate: 74.03%) e) Total Fringe Benefits [(c) x (d)] $24,017.29

f) Overhead (Rate: 96.54%) g) Overhead [(c) x (f)] $31,320.13

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] $0.00

j) **Total Indirect Costs** [(e) + (g) + (i)] $55,337.43

FIXED FEE

o) (Rate: 10.00%) k) **TOTAL FIXED PROFIT** [(c) + (j)] x (o)] $8,778.01

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of item	Quantity	Unit(s)	Unit Cost	Total
Vehicle mileage	560	mile	$0.56	$313.60
GPS Sub-meter accuracy rental	0	10	$60.00	$600.00
Standard Field Package	0	10	$60.00	$600.00
Pettersson Bat Ultrasound		1	$155.00	$155.00
Santa Barbara Natives		1	$22,224.00	$22,224.00

l) **TOTAL OTHER DIRECT COSTS** $23,892.60

m) **SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: $0.00

Subconsultant 2: $0.00

Subconsultant 3: $0.00

m) **TOTAL SUBCONSULTANT'S COSTS** $0.00

N) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] $23,893.00

TOTAL COST [(c) + (j) + (k) + (n)] $120,451.00

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

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EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 2

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Rincon Consultants, Inc. Contract No. _____ Date 6/1/2021

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$32,442.65		743	=	$43.66	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$43.66	+	100%	=	$87.33	Year 2 Avg Hourly Rate
Year 2	$87.33	+	0%	=	$87.33	Year 3 Avg Hourly Rate
Year 3	$87.33	+	0%	=	$87.33	Year 4 Avg Hourly Rate
Year 4	$87.33	+	0%	=	$87.33	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	743.0	=	743.0	Estimated Hours Year 1
Year 2	0.00%	*	743.0	=	0.0	Estimated Hours Year 2
Year 3		*	743.0	=	0.0	Estimated Hours Year 3
Year 4		*	743.0	=	0.0	Estimated Hours Year 4
Year 5		*	743.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	743.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$43.66	*	743	=	32442.65	Estimated Hours Year 1
Year 2	$87.33	*	0	=	0	Estimated Hours Year 2
Year 3	$87.33	*	0	=	0	Estimated Hours Year 3
Year 4	$87.33	*	0	=	0	Estimated Hours Year 4
Year 5	$87.33	*	0	=	0	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$32,442.65	
	Direct Labor Subtotal before Escalation			=	$32,442.65	
	Estimated total of Direct Labor Salary Increase			=	**$0.00**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

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EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	Lacrissa Davis	Title*:	CFO
Signature:		Date of Certification (mm/dd/yyyy):	6/1/2021
Email:	lcook@rinconconsultants.com	Phone Number:	
Address:	180 N. Ashwood Avenue, Ventura CA 93003		

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Environmental Consulting

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AMENDMENT NO. 7
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DEWBERRY ENGINEERING

This **Amendment No. 7** to a PROFESSIONAL DESIGN SERVICES by and between the **City of Goleta**, a municipal corporation ("City") and **DEWBERRY ENGINEERING, a New York Corporation** ("Consultant") date August 7, 2012 ("Agreement," Agreement No. 2012-090) is made this 19th day of May, 2020.

RECITALS

WHEREAS, this Agreement is for professional design engineering services in conjunction with the Ekwill and Fowler Street Extension Project; and

WHEREAS, on August 7, 2012, the parties entered into an agreement for the total compensation amount not to exceed one million three hundred ninety-six thousand and nine hundred seventy-four dollars $1,396,974 with a termination date of June 30, 2014; and

WHEREAS, on September 4, 2012, the Agreement was amended to comply with Federal requirements for funding of the Agreement ("Amendment No. 1"); and

WHEREAS, on June 17, 2014, the Agreement was amended so as to extend the termination of the agreement to June 30, 2015 ("Amendment No.2"); and

WHEREAS, on October 7, 2014, the Agreement was amended so as to provide additional compensation in the amount of $753,715 and to amend the scope of work to include additional tasks to be completed ("Amendment No.3"); and

WHEREAS, on June 30, 2015, the Agreement was amended so as to provide additional compensation in the amount of $693,904 and to amend the scope of work to include additional tasks to be completed ("Amendment No.4"); and

WHEREAS, on October 18, 2016, the Agreement was amended so as to provide additional compensation in the amount of $775,059, amend scope of work, and to extend the termination date of the Agreement to June 30, 2019 ("Amendment No.5"); and

WHEREAS, on October 16, 2018 the Agreement was amended so as to provide for additional compensation in the amount of $326,093, amend the scope of work and to extend the termination date of the Agreement to June 30, 2023 ("Amendment No. 6"); and

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WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed four million forty-five thousand seven hundred forty-five dollars $4,045,745; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of two hundred and thirty-seven thousand five hundred and twenty-seven dollars ($237,527*)* for additional tasks in conjunction with the Ekwill Street and Fowler Road Extensions Project; and

WHEREAS, the Agreement between City and Consultant currently provides in Exhibit A-6 entitled "Scope of Work" the complete and particular description of services as set forth for Consultant; and

WHEREAS, the parties desire to amend Exhibit A-6 of the Agreement by adding services to support the development and approval of the amended environmental document, redesign of roundabouts, additional right of way support and to address design peer review comments and more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-7"; and

WHEREAS, the Agreement between City and Consultant currently provides in Exhibit B-5 Schedule of Fees the hourly rates of Consultant; and

WHEREAS, the parties desire to amend Exhibit B-5 Schedule of Fees to reflect updated rates reflected in Exhibit B-6 Schedule of Fees, attached and incorporated herein and shall be binding upon Consultant until June 30, 2023; and

WHEREAS, the City Council approved this Amendment No. 7, on this 19th day of May, 2020.

AMENDED TERMS

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

1. Section 3 Subsection (a). COMPENSATION AND PAYMENT of the Agreement is amended to add an additional authorized amount of $237,527 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 $4,283,272 (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-6," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30,

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2023 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. This Agreement is amended to deleted and replace in its entirety:

Exhibit A-6 "Scope of Work" with **Exhibit A-7 "Scope of Work"** attached hereto and incorporated herein.

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

Exhibit B-5 "Schedule of Fees" with **Exhibit B-6 "Schedule of Fees"** attached hereto and incorporated herein.

4. 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. 7 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:
ADA2438F891B4DD...
Dennis Haglan, Dewberry, Vice President

ATTEST:

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

DocuSigned by:
6EA638B6C1F5428...
Craig Drake, Dewberry, Vice President

APPROVED AS TO FORM

DocuSigned by:
A1BF8F896161498...
Winnie Cai, Assistant City Attorney

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Exhibit A-7
Scope of Work

TASK 1: MANAGEMENT

1.1 PROJECT MANAGEMENT

1.1.1 Consultant shall communicate regularly with City staff using telephone, fax, email, written correspondence, and face-to-face meetings as required throughout the term of the contract. Consultant shall prepare draft letters requesting right of entry into private parcels for surveys, geotechnical investigations and right of way purposes. These draft letters can be used by the City to cut and paste onto City letterhead for transmittal by the City to the affected property owners.

1.1.2 Consultant shall schedule, chair, and prepare meeting agendas and notes for Project Development Team (PDT) meetings. The agendas are to be submitted to the City for review prior to the meeting. The notes will be distributed to all attendees, everyone who was invited, and the City's Project Manager within five (5) working days after the meeting. The notes will include, but not be limited to, a list of attendees with phone numbers and email, a synopsis of discussion items, any pertinent information, decisions made, action items, and follow-up to action items. Up to 4 PDT meetings are anticipated for this task.

1.1.3 Consultant shall attend and present information, as required, at meetings with the City's Project Team, with stakeholder groups, or before the City Council.

1.1.4 Consultant shall monitor the quality of all deliverables, calculations, and other work products. Consultant shall follow our internal quality control procedures, including a documented peer review and constructability review.

1.1.5 Consultant shall develop and maintain a project schedule, and shall provide the City with a monthly updated schedule that will be incorporated into the City's overall project schedule. The overall project schedule shall be maintained by the City.

1.2 RESEARCH RECORD INFORMATION. Consultant shall research existing record drawings, maps, and supplement with field surveying, as necessary, to determine existing conditions. Consultant shall provide a Report of Project Items based on the findings of this research and investigation of record information. The report, at a minimum, shall include, but not be limited to, the following:

- The report shall itemize the results of all research and investigation including cataloging the sources of information.
- Identify locations of potential conflicts or constraints that may impact the design of the project.
- Identify conflicts of potholed underground utilities and overhead improvements.
- Identify right-of-way, easement and environmental constraints.

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1.3 AMENDMENT 3 SCOPE - PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for the oversight and day-to-day management of the project team. The additional work is primarily due to an extended project delivery schedule of over one year.

1.4 AMENDMENT 4 SCOPE - PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for the oversight and day-to-day management of the project team.

1.5 AMENDMENT 5 SCOPE - PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for the oversight and day-to-day management of the project team for an additional year in time. This increase in time is the consequence of the required revisions to the Fowler Road scope and related modification to permitting.

1.6 AMENDMENT 6 SCOPE: PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for oversight and day-to-day management of the project team for an additional 18 months. This extension is a consequence of the additional work related to environmental mitigation, permit application review periods and right of way negotiation duration.

1.7 AMENDMENT 7 SCOPE: PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for oversight and day-to-day management of the project team for an additional 6 months. This extension is a consequence of the additional work related to design, environmental mitigation and right of way.

LIST OF DELIVERABLES:

- ✓ Prepare Monthly progress reports with action item log and schedule update
- ✓ Up to 4 Meeting Agendas and Notes for meetings held at City office
- ✓ Bi-weekly PDT Phone Conferences Agendas and Notes
- ✓ Project ftp site instructions & QC checklists with milestone submittals

TASK 2: SURVEYING

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2.1 FIELD SURVEYS AND TOPOGRAPHIC MAPPING. Consultant shall review the existing topographic mapping, boundary, right of way and easement mapping, and to fill in with additional surveyed data as necessary to complete the base map for design. The following work items shall be included:

2.1.1 Recover survey control from previous project work and establish new project survey network.

2.1.2 Review of preliminary title reports (approximately 18) as provided in Task 12.2. Review previous boundary and easement mapping for additions and changes since the previous mapping was completed.

2.1.3 Conduct research and field surveys as necessary to expand the boundary and right of way retracements as needed.

2.1.4 Amend existing boundary, right of way and existing easement mapping.

2.1.5 Conduct field surveys as necessary to expand or fill in the existing ground-based topographic mapping to accommodate the roadway design.

2.1.6 Prepare new base map for design.

2.1.7 Locate geotechnical borings on base map.

2.2 AMENDMENT 3 SCOPE. The additional work for topographic mapping is the largest component of additional survey work. This includes a substantial increase in the areas to be mapped as compared to the original areas contemplated.

Additional work is needed on Kellogg and Dearborn Avenues, Ward Drive, Highway 217, and additional effort to map storm drain and sewer manholes including coordination with Goleta Sanitation District for opening locked manholes and damaged manholes. Survey buildings and trees and add to the expanded base map. Additional surface area is needed on the Fowler Street alignment for more detailed mapping. Detailed mapping of buildings, door widths, hardscape, paving, striping and drainage features is required along the Ekwill Street alignment. Detailed tree location mapping is needed in the Pine Avenue area as well as staking to show the limits of anticipated construction. This work includes field and office time to provide updated base maps for all three locations (Ekwill, Fowler and Hollister).

Surveys for off-site biological remediation are needed. This work involves the coordination with environmental consultant and mapping of a potential off-site remediation area in the vicinity of Aero Camino and Hollister Ave.

Surveys for tree inventory are necessary. This work involves coordinating with the environmental consultant and processing tree locations and preparing tree inventory exhibits.

TASK 3: MATERIALS AND FOUNDATIONS REPORTS

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3.1 GEOTECHNICAL STUDIES AND REPORTS. Consultant shall prepare a Materials and Foundations Report to support the design of the pavement structural sections, retaining walls and creek crossing structures (pre-cast arch culverts with natural bottom).

Report submittals shall be prepared in a format that is compatible with Caltrans design guidelines and reporting requirements for roadways and structures. A single Geotechnical Report that addresses geotechnical issues outside Caltrans right of way shall be prepared. A separate standalone Foundation Report shall be prepared for the retaining wall along the southbound off ramp for Caltrans review.

A location map showing proposed boring locations will be prepared, and the boring locations shall be marked in the field and underground service alert will be contacted. Proposed boring locations shall be checked against utility maps prior to marking in the field. Consultant shall obtain a permit from the City and Caltrans for field work that will be performed in the roadway.

The field exploration (borings) will be performed to obtain subsurface information for design of the roadway foundations. A tentative schedule for the field exploration program is summarized below:

Location	Field Exploration	Purpose
General Roadway	10 Borings to 10 feet	R-value samples, pavement design and culverts
Old San Jose Creek Bridges at Fowler Road and Ekwill Street	2 borings to 75 feet 2 CPT Soundings to 75 feet	Liquefaction, settlement and foundation analyses for bridge foundations
SB Off ramp Retaining Wall	2 borings to 75 feet ±5 CPT Soundings to 75 feet	Liquefaction, settlement and foundation analyses for retaining wall foundations and back slope area

The borings shall be drilled using a truck-mounted drill rig equipped with hollow stem augers. Borings will be sampled at approximately 5-foot intervals using standard penetration test (SPT) split spoon and modified California split spoon samplers. The borings shall be backfilled with the cuttings upon on the completion of drilling. Traffic control will be provided during for the field exploration work.

The field work shall include observation of existing drainage and concrete structures for obvious signs of corrosion, and near-surface soil samples will be obtained from proposed drainage improvement areas for corrosion testing in accordance with Caltrans test methods.

The geotechnical report specifically excludes the search for and evaluation of hazardous materials in soil, water or air, including aerially deposited lead outside of Caltrans' right of way. In the event that hazardous materials are encountered during field exploration,

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Consultant shall promptly report the contamination to the City. Investigation for aerially deposited lead within the Caltrans right of way is described in Task 5.2.

Laboratory tests shall be performed on selected samples obtained from the field exploration program to assist in the characterization of the geotechnical engineering properties of the materials encountered. Tests shall be performed for soil classification, compaction, shear strength, consolidation, corrosion and R-value.

Consultant shall prepare two draft reports for the project: a Geotechnical Report for the design of improvements on Ekwill and Fowler, and one for the retaining walls at the Hollister interchange for specific review by Caltrans. The draft reports will be submitted in Adobe portable document file (pdf) format for review by the City, Caltrans and the design team. Hard copies of the draft report will be provided, if requested. Graphics showing the site location, locations of field explorations, and interpreted subsurface profile along the alignment(s) shall be submitted with the report. Field and laboratory data obtained from the geotechnical studies will be included in the reports. The reports shall contain professional opinions and recommendations regarding for the following:

- Slope inclinations for the design of cut and embankment slopes;
- Cuts and excavations associated with earthwork for the roadway approaches;
- Embankments including suitability of excavated materials for use as fill, moisture control, erosion control and drainage considerations, expansive soils, estimated settlement and special treatments to reduce settlement, if needed;
- Corrosion considerations for culverts and buried concrete structures (cement factors, pipe thickness, and need for coatings);
- Earthwork factors for onsite materials that are excavated and replaced as compacted fill;
- Structural sections for asphalt concrete pavements based traffic indices provided to us;
- Site geology, faulting and seismicity;
- Seismic design criteria for use with Caltrans design methods;
- Corrosion considerations for design of subsurface structures (minimum cement factors estimated in accordance with Caltrans guidelines);
- Suitable foundation types for the conditions encountered (such as spread footings, driven concrete or steel piles, CISS, or CIDH piles);
- Specified tip elevation, settlement, and size for suitable deep foundation types and class of pile loading considered (up to 2 pile types can be considered);
- Lateral capacity of single pile foundations for free-head and fixed-head conditions based on p-y analysis;
- Pile spacing and group reduction factors for vertical and lateral loads;
- Lateral earth pressures, spring constants, and passive pressure resistance for abutment design;
- Special considerations for approach fill settlements: allowable slope inclinations, waiting periods, and need for monitoring; and

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- Construction considerations: need for dewatering, pile driving, CIDH pile construction, adjacent structures, temporary excavations, and shoring.

Consultant shall prepare the log of test borings sheets for the retaining wall at the Hollister/217 interchange. The sheets shall be prepared on Caltrans standard plan sheets for log of test borings. A copy of the LOTB shall be submitted with the draft Geotechnical Report.

Upon receipt of written comments, the comments will be addressed and incorporated into the final Geotechnical Report and Log of Test Borings. Four (4) hard copies and one Adobe portable document file (pdf) copy of the final report shall be submitted.

3.2 AMENDMENT 3 SCOPE. Additional work and cost are required for the acquisition of permits for exploratory drilling. Also, the cost of drilling is affected by having to reschedule work around the local business access needs.

Additional work is needed to provide recommendations and reporting for a soil nail wall along the 217 southbound off ramp. This wall is needed to support mainline SR 217 along the off-ramp to improve the roundabout approach geometry at the base of the off-ramp. The original scope of services assumed this would be a conventional gravity type wall, but the wall type was changed to soil nail after a value analysis of the original concept. Design of a soil nailed wall requires more extensive evaluations and analyses. The geotechnical engineering includes input regarding nail size, length, and spacing for different wall height ranges.

- Summary of subsurface soil and groundwater conditions along the proposed soil nailed wall alignment;
- Evaluation of geological hazards consisting of faulting and ground rupture potential, strong ground shaking and peak horizontal ground acceleration for liquefaction potential, seismic settlement, and a qualitative evaluation of lateral spreading hazards;
- Development of an ARS curve in accordance with Caltrans seismic design criteria;
- Development of up to 4 subsurface cross sections considered representative of changing wall heights and/or subsurface conditions;
- Evaluations of those representative cross sections with soil nailed reinforcement to achieve static and seismic slope stability;
- Recommendations for soil nail size, lengths and spacing required to support the vertical wall;
- Coordination with the design team to develop construction plans and details for the soil nailed wall;
- Discussion of corrosion potential and construction considerations; and
- Preparation of submittals with structure design calculation supporting the recommendations and independent design check calculations in accordance with Caltrans procedures.
- Preparation of a standalone Draft and Final Geotechnical Design Report for the proposed soil nailed wall at the southbound off-ramp of SR 217 at Hollister

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Avenue.

LIST OF DELIVERABLES

- ✓ Draft and Final Geotechnical Report (Fowler-Ekwill)
- ✓ Draft and Final Foundation Report (SB Off Ramp Retaining Wall)
- ✓ Four (4) Log of Test Borings Sheets
- ✓ Geotechnical design report for design of a soil nail wall in accordance with Caltrans guidelines

TASK 4: DRAINAGE REPORT

Consultant shall provide drainage analysis and overall drainage coordination for the project. This task involves understanding the hydrology and hydraulics of the area as well as local drainage issues.

4.1 DRAINAGE REPORT. Consultant shall prepare a report addressing the hydrology, hydraulic and drainage impacts of the project. Calculations and sketches of existing and proposed hydraulic structures shall be included in the report. The fact that the project crosses several different jurisdictions makes the development and completion of the drainage report more complicated than typical. Consultant shall provide a drainage report acceptable to the oversight agencies. There may be 4 different agencies providing oversight and/or approval of the document and plans, including:

- City of Goleta: City of Goleta storm water management plan and storm water pollution prevention guidelines will be used to develop the analysis and report.
- City of Santa Barbara: Portions of the work along Fairview Avenue and the Fowler Road roundabout are within City of Santa Barbara purview and require using City of Santa Barbara storm water management program standards and methodology. Storm water issues in these areas will need to be permitted through the City of Santa Barbara.
- County of Santa Barbara: Small portions of the Fowler Road roundabout and the northbound SR217 off ramp at Hollister Avenue may impact County of Santa Barbara jurisdiction. If this is indeed the case, storm water issues in these areas may need to be addressed in accordance with the County of Santa Barbara storm water management program.
- Caltrans: The SR217 off/on ramps at Hollister Avenue are also under Caltrans jurisdiction. Caltrans standards and methodology will be used for this area.

Likewise, these local agencies will also require that storm water quantity and quality project components be permitted through their departments under their plans/programs.

4.2 STORM WATER QUALITY. Storm water quality is a major component of any project that disturbs over one (1) acre of land. Water pollution elimination requirements and water quality expectations are continually evolving and becoming stringent with the review and approval processes becoming more rigorous. This is more complicated for this project

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due to varying and sometimes overlapping jurisdiction in regards to storm water quality. For this task, Consultant shall focus on three results:

- Design Recommendations & Review: Consultant shall provide drainage recommendations to the roadway engineers and will review the drainage plans for compatibility and conformance to the drainage report and the drainage needs.
- Permitting: Consultant shall prepare storm water permit applications and shepherd them through the various local agency processes.
- Water Pollution Control Plans: Consultant shall prepare water pollution control plan and specifications for contract documentation plan set.

4.3 AMENDMENT 4 SCOPE. STORM WATER QUALITY. The California Regional Water Quality Control Board has adopted new regulations for post-construction storm water treatment that were not assumed in the original scope of work. This additional effort is necessary to .redesign the entire project to ensure the project retains and treats runoff prior to flowing into the receiving bodies of water (San Jose Creek, Old San Jose Creek or San Pedro Creek).

TASK 5: AERIAL DEPOPSITED LEAD STUDY

5.1 AERIALLY DEPOSITED LEAD TESTING. This task provides for testing for aerially deposited lead within Caltrans right of way. Geocon shall perform the sampling and testing under the direction of consultant. Geocon shall perform the following tasks:

- Prepare Health and Safety Plan.
- Prepare a workplan for Caltrans approval.
- Field Activities:
    - Advance up to 24 hand-auger borings at proposed ramp modification location
    - Collect four soil samples per boring at depths of 0, 0.5, 1, and 2 ft (total 96 samples)
- Laboratory Analyses:
    - 80 soil samples for Total Lead
    - 16 soil samples for CAM17 Metals
    - Up to 45 soil samples for Soluble (WET, DI-WET, or TCLP) Lead

LIST OF DELIVERABLES

- ✓ Draft Site Investigation Report
- ✓ Final Site Investigation Report

TASK 6: PERMITTING

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6.1 PERMITTING SUPPORT. Under the direction of consultant, URS Corporation (URS) shall provide the work required to support the permit application process. The following scope of work describes the technical approach and methodology and lists deliverables.

Permitting-related tasks shall begin as soon as possible in 2012 to support a 2014 construction start date. The permitting scope of services is written according to the permits required. The first four permits are as follows:

PERMIT 1 COE SECTION 404 PERMIT

PERMIT 2 SECTION 7 CONSULTATION (FHWA)

PERMIT 3 CCRWQCB SECTION 401 CERTIFICATION PERMIT

PERMIT 4 CDFG SECTION 1602 PERMIT

These four permits and approvals are addressed together since the content of the permit applications is substantially similar, and each application requests that copies of the others be included as attachments. Identical submittal packages (on CD) containing the permit applications and all required attachments for submittal to all three agencies shall be prepared and submitted to the City. Section 7 consultation, which is required to obtain the Section 404 Permit, is also addressed in this section.

The following authorizations are required due to the project's proposed impacts to jurisdictional waters and streambeds and are briefly described here:

PERMIT 1 AND PERMIT 2

SECTION 404 PERMIT. Authorization under Section 404 of the Clean Water Act (CWA) is required for activities involving a discharge of fill material into Waters of the U.S., and is administered by the COE. Because the project's impact to waters is minimal, streamlined authorization under Nationwide Permit (NWP) 14, which authorizes discharges for linear transportation projects, will be appropriate.

PERMIT 3

SECTION 401 WATER QUALITY CERTIFICATION. Section 401 of the CWA requires that an applicant for a federal permit to discharge fill material into Waters of the U.S. (such as a CWA Section 404 permit) must also obtain a state-issued certification that the discharge would not violate state water quality standards. In the project region, Section 401 Water Quality Certifications are issued by the Central Coast RWQCB.

PERMIT 4

CALIFORNIA FISH AND GAME CODE SECTION 1602 -- STREAMBED ALTERATION AGREEMENT. Under Section 1600 *et seq.* of the California Fish and Game Code, activities that would divert, obstruct, or substantially alter a streambed must be authorized

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through a Streambed Alteration Agreement from the CDFG. Permit applications to the COE, CCRQCB, and CDFG shall include (on CD) the project's Mitigation Plan, Final EIR, the Natural Environment Study (NES) and the NES Addendum, the Federal Highway Administration's (FWHA's) Section 7 consultation letter, and documentation that Section 106 consultation has been completed.

TASKS FOR PERMITS 1 - 4

6.1.1 PRE-APPLICATION MEETINGS AND SITE VISITS. The URS environmental project manager and environmental task leads shall attend a pre-application meeting/site visit at the City of Goleta with the COE and CDFG.

6.1.2 PREPARE COMPENSATORY MITIGATION PLAN. A Compensatory Mitigation Plan is required to accompany all Section 404 permit applications. To reduce redundancy and simplify the implementation phase of the project, URS shall integrate the Compensatory Mitigation Plan into the biological mitigation plan required by EIR Mitigation Measure NA-1.

6.1.3 PROVIDE DOCUMENTATION THAT CALTRANS HAS COMPLETED NATIONAL HISTORIC PRESERVATION ACT SECTION 106 CONSULTATION. The COE 404 permit application will include documentation that Caltrans has completed Section 106 consultation with the California Office of Historic Preservation (OHP) in accordance with the January 1, 2004, *Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California.*

URS shall provide the COE with Caltrans and OHP correspondence to demonstrate that no further Section 106 consultation by the COE will be necessary. This correspondence will consist of the November 23, 2009 letter from Caltrans to the OHP and the April 19, 2010 letter from the OHP to Caltrans.

6.1.4 RESPONSES TO AGENCY COMMENTS. The COE, CDFG and/or the CCRWQCB may comment on the permit applications. For example, they may want to refine or modify measures in the project's Mitigation Plan. Under the direction of CONSULTANT, URS shall review all comments, coordinate with the City and CONSULTANT, and provide responses as directed.

6.1.5 AMENDMENT 4 SCOPE. PERMITS 1 THROUGH 4. Additional effort related to Permits 1 through 4 includes:

- Potential changes to the Devereux Creek Restoration Plan as a result of butterfly habitat and habitat restoration beneath eucalyptus tree canopy.

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- Potential changes in impact mitigation ratios. Currently the mitigation ratios are at 3:1 for permanent impacts and 2:1 for temporary. If these ratios are increased through permit conditions, a new or supplemental restoration site will be required to be designed.
- The path to obtaining Coastal Commission and Local CDP Permits will ultimately require a substantial amount of support activities to the City

LIST OF DELIVERABLES, PERMITS 1 - 4

URS shall prepare a single submittal package containing the following major deliverables:

- Mitigation Plan incorporating the Compensatory Mitigation Plan
- Completed Nationwide Section 404 Permit Checklist
- Completed Section 401 Water Quality Certification Application
- Completed Notification of Streambed Alteration Agreement
- Responses to agency comments, including revisions to the Mitigation Plan

PERMIT 5 CALIFORNIA COASTAL COMMISSION (CCC) COASTAL DEVELOPMENT PERMIT (CDP)

6.1.5 PRE-APPLICATION MEETING WITH CCC. The City may informally consult with CCC staff as early as possible and meet face-to-face with CCC's Ventura office staff. All communication with the CCC shall be through the City unless CONSULTANT is specifically directed by the City to contact the CCC. The City will inform CONSULTANT as to the discussions and comments from the CCC that affect the permit application.

6.1.6 ATTEND A SITE VISIT WITH CCC STAFF AND PROJECT BIOLOGISTS. The team lead biologist(s) shall attend a meeting with the City and CCC staff to present the adequacy of proposed mitigation measures, including mitigation ratios. The team biologist shall note feedback on impacts and mitigation measures, identify outstanding concerns and recommendations, and verify what the City wants to include in the CDP application. Consultant shall provide the City with the NES and Addendum, including the most current color set of relevant maps and figures, for transmittal to the CCC staff.

6.1.7 PREPARE A STAND-ALONE SUMMARY OF KEY CCC ISSUES OF CONCERN FOR INCLUSION IN THE CDP APPLICATION PACKAGE. The summary shall address issues brought up by CCC staff during the pre-application meeting and site visit. This summary will provide CCC staff with a summary version of the EIR and technical studies in order to accelerate the staff's understanding of the project and its impacts and mitigation measures. The summary shall include a simple table identifying where more detailed information can be found in the EIR and technical studies. The summary shall be delivered to the City for transmittal to the CCC.

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6.1.8 PROVIDE TECHNICAL INPUTS TO SECTIONS OF THE CDP APPLICATION. The package shall include the EIR and key technical studies. Consultant shall provide technical inputs that relate to environmental issues with the CDP application.

6.1.9 PROVIDE TECHNICAL RESPONSES TO CCC STAFF COMMENTS ON THE CDP APPLICATION. The CCC shall provide a formal written response to the City's CDP application within 30 days indicating if the application is deemed complete. If deemed complete this task will not be needed. If it is not deemed complete, the CCC shall request additional information.

Consultant shall review the CCC completeness letter and provide the City with additional technical information, if needed. Consultant shall review CCC comments, outline responses, and identify responsible parties to address each comment. It is assumed that the City shall handle the direct communication and coordination with the CCC for the CDP.

6.1.10 REVIEW CCC STAFF REPORT AND ATTEND THE CCC PUBLIC HEARING. Once the application is deemed complete, CCC staff shall complete its analysis and issue a staff report. The staff report either would recommend conditions of approval or recommend project denial. Consultant shall review the staff report for inaccuracies or conditions of approval that may be problematic.

6.1.11 AMENDMENT 3 SCOPE. The scope of the work related to securing the CCC Permit has expanded enormously due to the requirements of the California Coastal Commission application review process. This scope has expanded well beyond the original scope, and includes alignment studies that in turn have an effect on other tasks. Three firms are impacted by the permitting process: DHA, MNS and URS. The scope has expanded in the following ways:

Participation in multiple planning and strategy meetings and conference calls with the City and others.

Development of a new regulatory-based approach to assessing impacts to support the statement that the Project would not have an effect on coastal wetlands (By URS).

Technical inputs towards City submissions to the CCC, and participation in meetings with City staff and the CCC to discuss submissions (DHA, MNS and URS)

Conducted multiple GIS-based analyses and re-analyses of impacts of the project and design alternatives (DHA, MNS and URS)

Conduct new comprehensive biological surveys and GIS mapping (by URS):

- New vegetation community mapping

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- New native tree inventory
- New raptor surveys
- New delineations of jurisdictional waters

Prepare a new comprehensive 150-page Biological Resources Report in response to a request for information from the California Coastal Commission to the City of Goleta. As requested by the Coastal Commission, this report would presents the findings of new and updated project-wide biological surveys and studies that were conducted in 2013 and 2014, summarizes all previous surveys, and prepared new biological impact analyses and maps and figures. It would also include a comprehensive regulatory setting.

Conduct an additional breeding bird survey and floristic survey to be conducted in April, 2014.

6.1.12 AMENDMENT 4 SCOPE. PERMIT 5. Additional effort related to Permit 5 includes extensive additional support activities such as exhibit preparation, condition compliance, and other technical support for the City related to securing the Coastal Permit through the Coastal Commission.

LIST OF DELIVERABLES – PERMIT 5

Consultant shall prepare:

- Memorandum documenting CCC comments made during the site visit and the pre-application meeting.
- Summary of key CCC issues and related project information that would be included with the CDP application.
- Environmentally related technical inputs to sections of the CDP application
- PowerPoint inputs (environmental data for a CCC presentation, if warranted)
- Written responses to CCC comments and data requests
- Written evaluation of recommended conditions of approval in the CCC staff report
- Biological Resources Report

PERMIT 6 CITY OF SANTA BARBARA COASTAL DEVELOPMENT PERMIT (CDP)

A CDP from the City of Santa Barbara will be required to develop the project. A portion of the proposed development is located within Santa Barbara's adopted Coastal Plan for the Airport and Goleta Slough. The CDP is a discretionary action requiring a public hearing and Planning Commission approval. Planning Commission approvals are appealable to the City Commission.

Santa Barbara's CDP application process shall include:

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- Complete a Master Application
- Complete the CDP Application
- Complete the Development Application Review Team (DART) Submittal Packet

The DART application shall include the following applicable components:

- A letter from the project applicant requesting a CDP for development of a roadway and associated improvements within the Old San Jose Creek riparian corridor, a description of the project components (Road width, bridge, lighting etc.), construction cut and fill and import and export, discussion of surrounding land uses, and, if requested, a visual aid submittal packet.
- An application packet that includes a CD with copies of the Final EIR and relevant technical studies.
- A summary of proposed demolition and construction activity (e.g. duration of proposed grading).
- The DART application requires inclusion of a project justification, detailing issues that remain to be resolved for the development of the project.
- Hydrology calculations will be required to show how site drainage is being transmitted through the property unless waived by the Public Works Engineering Division staff.

A total of ten (10) copies of the plans must be submitted according to the City's Project Plan Requirement's. Plan set size and content requirements are listed in the DART application. The DART process usually has a 30-day review process with City of Santa Barbara Staff. Should additional information be required before the application can be deemed complete, the application may be placed on hold until such information is provided.

TASKS ASSOCIATED WITH PERMIT 6

6.1.11 PRE-APPLICATION MEETING. Consultant shall attend a pre-submittal meeting with City of Santa Barbara staff to determine if DART application requirements can be streamlined because the project EIR has already undergone environmental review by the City of Santa Barbara staff.

6.1.12 IDENTIFY RESOURCES, IMPACTS, MITIGATION MEASURES ON AIRPORT PROPERTY. Consultant shall develop a stand-alone summary of relevant portions of the FEIR,

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including environmental resources on Airport property, impacts, and mitigation measures using existing data, figures and field mapping. City Staff shall coordinate and submit the Master Application, CDP and DART applications to the City of Santa Barbara.

6.1.13 RESPONSE TO DATA REQUESTS. Consultant shall respond to comments and data requests as needed.

6.1.14 CITY OF SANTA BARBARA CDP SITE VISIT. The CONSULTANT environmental manager and lead biologist shall attend a site visit with the City of Santa Barbara staff and Planning Commissioners in support of the DART application.

6.1.15 REVIEW PRT STAFF REPORT PRIOR TO PLANNING COMMISSION. The PRT shall review project materials and issue a staff report to the City of Santa Barbara's Planning Commission. Consultant shall review the PRT staff report and identify any inaccuracies or problematic conditions of approval.

6.1.16 ATTEND CITY OF SANTA BARBARA PLANNING COMMISSION PUBLIC HEARING. CONSULTANT staff, as approved by the City, shall attend the City of Santa Barbara Planning Commission public hearing.

6.1.17 ARCHAEOLOGICAL STUDY ON AIRPORT PROPERTY (OPTIONAL TASK). The *Master Archaeological Resources Assessment for the Santa Barbara Municipal Airport* (2010) requires subsurface archaeological survey along the western portion of the Fowler Road Extension for any areas subject to deep construction impacts (>24-inches below ground surface). No archaeological investigation will be required if the project impacts are restricted to the upper 24-inches of the soil column.

This task is based on the assumption that future utilities may be placed in a four-foot deep trench running along the Fowler Road Alternative. This study is described in the EIR as mitigation measure CUL-3.

Based on Figure 6-1 of the *Master Archaeological Resources Assessment for the Santa Barbara Municipal Airport* (2010), Consultant shall conduct subsurface archaeological testing along the Fowler Road Alternative from the west bank of Old San Jose Creek to the west side of the project roundabout along Fairview Avenue, a distance of approximately 120 meters. A qualified archaeologist shall conduct the backhoe testing project to determine if archaeological remains are present and, if present, are potentially intact. As required, excavations will be monitored by a Native American monitor. Six backhoe trenches spaced approximately at 20 m intervals will be excavated. It is assumed that subsurface testing can be limited to a depth of four feet below existing grade. The upper two feet will be excavated in one lift unless intact artifacts are noted. Excavations

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deeper than two feet would be excavated in 6-15-inch lifts. Trench spoils and sidewalls would be inspected for artifacts. Consultant shall obtain an encroachment permit from the City of Goleta, if needed.

Prior to fieldwork, an updated site record search will be conducted for the footprint of the Fowler Road Alternative. This record search would be limited to discovering any new data that has been recorded since the most recent Ekwill/Fowler record search was conducted.

Assuming no artifacts are found, a negative survey will be documented in a brief letter report that incorporates by reference the background information contained in the project's Archaeological Survey Report. Evidence of the new record search and a map of the subsurface survey location would be completed. The report will follow the City of Santa Barbara requirements.

LIST OF DELIVERABLES – PERMIT 6

- A summary of the project description, impacts on Airport property, and mitigation measures
- Master Application technical information
- CDP Application technical information
- Technical information memorandum for the Development Application Review Team (DART) Submittal Packet
- A CD or hard copy of all relevant technical studies (Final EIR, NES, Etc.)
- Written evaluation of recommended conditions of approval contained in the City of Santa Barbara's PRT staff report
- Phase 1 Subsurface Archaeological Survey Letter Report

PERMIT 7 SANTA BARBARA COUNTY AIR POLLUTION CONTROL DISTRICT (SBCAPCD) PERMIT OR EXEMPTION

6.1.18 Consultant shall provide the City with a memorandum identifying equipment usages for the project permit application.

LIST OF DELIVERABLES - PERMIT 7

- Technical memorandum

6.1.19 AMENDMENT 5 SCOPE. PERMITS 1 THROUGH 5. Additional effort related to Permits 1 through 5 includes:

DHA and subconsultant URS will make changes to the environmental documents as needed to initiate a NEPA revalidation, revise resource agency permit applications for all four permits (US Army Corps of Engineers – USACOE, California Dept of Fish and Wildlife, Regional Water Quality Control Board, California Coastal Commission), and revise the Compensatory Mitigation Plan. For the CEQA revisions, URS will if

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requested, prepare an addendum to the EIR and update the applicable technical studies. In addition, DHA will continue with support for the Coastal Development Permit.

DHA will assist URS in completing the revisions to the environmental permits due to the Fowler Road revisions and provide URS with modified project impact limits (temporary and permanent impacts) that are needed to update the various permits.

DHA will provide assistance in completion and submittal of the Coastal Commission Coastal Development Permit. This work is anticipated to include revisions to various exhibits, as well as providing assistance with revisions to report narratives. A large portion of Task 16 involves DHA assisting URS in preparing the final response to RWQCB comments.

TASK 7: CITY OF SANTA BARBARA COORDINATION

7.1 CITY OF SANTA BARBARA DART COORDINATION. Consultant shall prepare project plans, technical specifications, and special provisions for review by the City of Santa Barbara Development Application Review Team (DART) at each submittal milestone. Comments received from the City shall be logged and responses to each comment will be prepared.

7.2 AMENDMENT 3 SCOPE. Coordination with the City of Santa Barbara has expanded to include alternatives analysis for the airport Runway Protection Zone. The task includes the preparation of a letter report to the airport for submission to the FAA.

TASK 8: 35% PS&E

8.1 CONCEPTUAL DESIGN. The conceptual design phase shall include approximately 35% complete design plans with typical sections. The plans will show the preliminary layout of roundabouts, proposed turn lanes, locations of utility poles, utility boxes, drainage culverts, etc. Proposed right-of-way acquisitions will be identified based on the need to accommodate additional traffic lanes and roadway widening, cut and fill slopes, utility relocations, retaining walls, precast arch culverts with natural bottoms, etc.

The Preliminary Design shall also include an analysis of vertical and horizontal curve transitions to the existing roadway profile and alignment and specific safety requirements, such as design speed and sight distance, and preliminary grading requirements for the roadway embankment. Evaluate and recommend potentially less costly alternatives where feasible.

At the conclusion of the 35% design phase, the consultant shall provide CAD files showing the required configuration of Hollister Avenue over San Jose Creek to the City's consultant responsible for the design of the replacement bridge, eliminating the need for a separate bike/pedestrian bridge upstream of the existing structure.

Consultant shall perform testing, calculations, and analysis necessary to achieve project goals according to City, Caltrans, and industry standards.

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8.2 PREPARE CONCEPTUAL PLANS. The consultant shall produce conceptual plans at 1" = 20' scale. Additional information to be indicated at this stage will include the base map data from field survey and records research, facility sizes, roadway dimensions, and rights-of-way, and presenting plan, elevation and section views of the proposed improvements along with all existing facilities.

8.3 PRELIMNARY COST ESTIMATE. Consultant shall prepare an initial construction cost estimate based on all anticipated construction items and estimated quantities from the general plan facility dimensions. Consultant shall revise and resubmit preliminary cost estimates as the project progresses at the 65%, 95% and Final stages.

8.4 SUBMIT 35% PLANS. Consultant shall perform quality control on all submittals.

LIST OF DELIVERABLES

- See below

TASK 9: 65% PS&E

9.1 ROADWAY IMPROVEMENT PLANS. The design shall conform to requirements of the City of Goleta and the Caltrans LAPM.

The roadway improvement plans and striping and signing plan shall also be in accordance with the current Caltrans Standards and City of Goleta standard plans or standards approved by the City of Goleta Director of Public Works. Existing utilities shall be indicated in the plan view. These plans will be prepared at 1"=20' scale, on 24" x 36" improvement plan sheets, and will consist of:

- Detail/Typical Cross Section Sheets - include typical sections and other details as required.
- Roadway Improvement Plans - includes plans for the proposed roadway widening and associated improvements. Plans shall provide for roadway improvements in accordance with the City's recommendations. The roadway improvement plan shall consist of a plan and profile format that will also indicate the grading requirements in the plan. The construction drawings shall include all drainage and roadway structural details, slope revetment or lining, and design cross sections.
- Any new striping is to extend a minimum of 100 feet beyond the construction limits.
- Cross Sections - includes roadway cross sections based on the previously prepared field survey at 50-foot intervals showing the proposed roadway widening improvements. Cross sections are considered necessary to properly design the improvements and to establish the earthwork volumes and extent of construction or reconstruction beyond the existing right-of-way lines onto

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private property, where and if necessary. The cross sections and cut and fill quantities will be computer generated and will be included with the bid set.

- Special layout and construction details as required.
- Temporary traffic control and construction staging plans.
- Driveway profiles where work will extend beyond the public right-of-way limits. The profile shall be extended as required for a transition to the existing driveway.
- Retaining walls and precast arch culverts with natural bottoms.
- The Plans, Specifications, and Estimate must be prepared in accordance with Caltrans current CADD User's Manual, Plans Preparation Manual, and Caltrans practices, as well as conform to the City of Goleta's standards and practices.

9.2 AMENDMENT 3 SCOPE. The existing scope is modified to include the additional work for alternatives analysis resulting from the Coastal Development process and optimization of the roundabout designs that greatly improve the operational characteristics of the project. Other redesign work is necessitated by the decision to replace the Hollister Avenue Bridge, which provides an opportunity to greatly improve the roadway geometry on Hollister Avenue.

9.3 AMENDMENT 4 SCOPE. The existing scope is modified to include the additional work for the Caltrans directed realignment and related redesign of the soil-nail retaining wall required at the southbound off-ramp of SR 217. Additional work is also required for design assessments related to the FAA recommendations regarding the Fowler Road encroachment into the Runway Protection Zone of the Santa Barbara Airport.

LIST OF DELIVERABLES

- See below

TASK 10: 95% PS&E

10.1 UPDATE ROADWAY PLANS. A submittal of 95% PS&E shall be made to the City. The submittal shall include the plans, specifications and estimate. Five sets of 11x 17 plans with a set of special provisions and the Engineer's Estimate prepared for the 35% submittal shall be reviewed and updated as necessary. Consultant shall perform an independent QA/QC review of the 95% plans, specifications and estimate and incorporate appropriate revisions prior to submittal to the City. Specifications will be prepared in Microsoft Word and the estimate will be prepared in Microsoft Excel.

LIST OF DELIVERABLES

- Five (5) sets of the 95% Plans on 11" x 17"
- Five (5) hard copies of the special provisions

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- One (1) electronic copy of the special provisions in Microsoft word format
- Five (5) hard copies of the updated combined “estimate of probable costs”
- One (1) electronic copy of the “estimate of probably costs” in excel format

Hollister Avenue/SR-217 Interchange Modifications,
Ekwill Street & Fowler Road Extensions
List of Anticipated Plan Sheets

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
T	1	Title Sheet	X	X	X	X
G	1	General Notes		X	X	X
CC	3	Construction Control plan		X	X	X
XS	1	Ekwill Street typical sections	X	X	X	X
	1	Kellogg Ave typical sections	X	X	X	X
	2	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps typical sections	X	X	X	X
	1	Fowler Road/Fairview Avenue typical sections	X	X	X	X
L	5	Ekwill Street roadway layout	X	X	X	X
	1	Pine Ave roadway layout	X	X	X	X
	1	Kellogg Avenue roadway layout	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway layout	X	X	X	X
	4	Fowler Road/Fairview Avenue roadway layout	X	X	X	X
P	5	Ekwill Street roadway profile	X	X	X	X
	1	Pine Ave roadway profile	X	X	X	X
	1	Kellogg Avenue roadway profile	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway profile	X	X	X	X
	4	Fowler Road/Fairview Avenue roadway profile	X	X	X	X
CD	3	ADA ramps, misc.		X	X	X
	5	Roundabout layout/grading		X	X	X
D	5	Ekwill Street drainage plan		X	X	X
	1	Kellogg Avenue drainage plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps drainage plan		X	X	X

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Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
	4	Fowler Road/Fairview Avenue drainage plan		X	X	X

Code	Quant	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
D	2	Old San Jose Creek culverts (assumed precast arches)		X	X	X
	6	Drainage profiles		X	X	X
	2	Drainage details		X	X	X
	4	Drainage quantities		X	X	X
WPC	5	Ekwill Street water pollution control plan		X	X	X
	1	Kellogg Avenue water pollution control plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps water pollution control plan		X	X	X
	4	Fowler Road/Fairview Avenue water pollution control plan		X	X	X
	2	Water Pollution Control details		X	X	X
	4	Water Pollution Control quantities		X	X	X
U	5	Ekwill Street utility plan	X	X	X	X
	1	Kellogg Avenue utility plan	X	X	X	X
	4	Fowler Road utility plan	X	X	X	X
	8	Hollister Avenue utility plan	X	X	X	X
SC	3	Ekwill Street RBA staging	X	X	X	X
	4	Hollister Ave RBA staging	X	X	X	X
	3	Fowler Road RBA staging	X	X	X	X
TH	4	Ekwill RBA traffic handling		X	X	X
	1	Kellogg Ave traffic handling		X	X	X
	12	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps traffic handling		X	X	X
	4	Fowler Road traffic Handling		X	X	X
PD/S	5	Ekwill pavement delineation & sign plan		X	X	X
	1	Kellogg pavement delineation & sign plan		X	X	X

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Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps pavement delineation & sign plan		X	X	X
	4	Fowler Road/Fairview Avenue pavement delineation & sign plan		X	X	X
	2	Pavement delineation & sign details		X	X	X
	4	Pavement delineation & sign quantities		X	X	X
PP/IP	5	Ekwill landscaping and irrigation plan	X	X	X	X
	1	Kellogg landscaping and irrigation plan	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps landscaping and irrigation plan	X	X	X	X
	4	Fowler Road/Fairview Avenue landscaping and irrigation plan	X	X	X	X
	2	Landscaping and irrigation details		X	X	X

Code	Quant	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
PP/IP	4	Landscaping and irrigation quantities		X	X	X
E	2	Hollister/Kellogg Traffic Signal Mod		X	X	X
	3	Street lighting plan and details		X	X	X
S	2	Pre-Cast Culvert Foundation Plans		X	X	X
	4	Retaining Wall Plans		X	X	X
	220	**TOTAL**				

10.2 AMENDMENT 3 SCOPE. The extra work in this phase is a continuation of the work resulting from the same issues in Task 9.1 for that portion of the work that had been advanced past the 65% level.

10.3 <u>AMENDMENT 5 SCOPE</u>. FOWLER ROAD.

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The Fowler Road Extension Project was originally designed to extend out to Fairview Avenue on the west. Due external issues the City has directed DHA to reduce the project limits of Fowler Road to terminate at future Technology Drive. The project will follow the same horizontal alignment, with the addition of a knuckle at the Technology Drive intersection. The vertical profile design and roadway drainage design will need to be revised to best fit the new project layout. The revised drainage design will include re-grading the existing ditch out to Old San Jose Creek. This scope change will require revisions to the already well advanced 95% design for Fowler Road, including the modifications of many plan sheets specifications and estimate.

10.4: AMENDMENT 5 SCOPE. ADDITIONAL SUBMITTAL TO CALTRANS.

The project was originally scoped for three submittals to the City during Final Design: 65%, 95%, and a Final Submittal. The original scope included a 65% PS&E submittal for Caltrans Local Assistance review. Caltrans is now requiring a draft of the final submittal, i.e., a 100% PS&E Submittal. This new submittal will include Caltrans design review of all three portions of the project: the Hollister Avenue/Route 217 Roundabouts, the Ekwill Street Extension, and the Fowler Road Extension.

10.5: AMENDMENT 7 SCOPE. REDESIGN OF ROUNDABOUITS ON HOLLISTER.

Redesign of the Hollister Avenue Roundabouts to comply with 2020 guidance.

10.6: AMENDMENT 7 SCOPE. PEER REVIEW.

Accommodation of design changes resulting from City of Goleta Independent Peer Review Team.

10.6: AMENDMENT 7 SCOPE. STREET LIGHT DESIGN.

Design modifications to accommodate City owned streetlights for Project.

TASK 11: FINAL CONTRACT PACKAGE

11.1 ENGINEERS ESTIMATE. Consultant shall prepare an accurate and reliable Engineer's Estimate to be included in the bid documents. Consultant shall provide a construction quantity and cost estimate with each submittal of plans. The unit costs will be based upon the most current cost information for recent similar projects in the area compiled by the consultant. Consultant's final construction cost estimate will be based upon, and in agreement with, the final items of work with estimated quantities.

11.2 FINAL PROJECT PLANS. The design deliverables will include, but not be limited to: Providing final improvement Plans on Mylar ready for advertising and bidding, along with

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"camera-ready" Specifications (including appendixes), and a complete Engineer's Estimate, all wet seal stamped and signed by a licensed California Civil Engineer. Final plans shall be submitted on Mylar sheets 24" x 36" in size, to a 1"=20' horizontal scale. The final plans and specifications shall be delivered to, and become the property of, the City of Goleta.

The design and scope of services shall also include: complete and detailed estimate of quantities; construction cost estimate; answers to all questions regarding the design during the design review process; review of the project site to ensure that the Plans are drawn correctly; and attendance at project related meetings.

11.3 CONSTRUCTION SCHEDULE. Consultant shall calculate the amount of liquidated damages and determine the length of time in working days for construction.

11.4 FINAL SPECIFICATIONS. The City will provide the consultant with its boilerplate Specifications and Technical Provisions in Microsoft Word format.

Consultant shall be responsible for compiling the Project Specifications which are to be based upon the latest Caltrans Standard Specifications and the latest Caltrans Standard Special Provisions shall be incorporated into the bid documents. Consultant shall provide a write up for the project specific scope of work in the Technical Specifications. The Specifications shall be signed and "wet sealed" by consultant's Civil Engineer registered in the State of California, which will constitute a certification that they are complete and ready for bidding purposes and awarding of a contract for construction of the improvements.

11.5 SUBMITTALS:

Consultant shall submit three (3) sets of bound copies of the design drawings, including cross-sections, with each submittal for checking by the City, along with the previous red lined submittal prints. The design drawings should be as complete, accurate, and error-free as possible before Plan checking is considered, in order to reduce the number of Plan checks required and related costs therefore to the City and Consultant. Each submittal is to include documentation of QC checks completed by consultant prior to submission for City review. Submittals shall be at the 35%, 65%, and 95% and Final design stages.

- Consultant shall submit three (3) sets of the contract specification documents with each submittal for checking by the City, along with the previous check prints. A disk in Microsoft Word format containing the final Contract Documents shall be submitted to the City.
- The design shall include new improvements within existing State right-of-way or right-of-way to be acquired by the Project that will become State-owned improvements upon final completion of the Project. Consultant's design shall therefore require the review and approval of Caltrans. This review process shall be in accordance with Caltrans procedures. Consultant shall prepare, submit,

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and coordinate with Caltrans all required PS&E documents through final approval of the design on behalf of the City. The City will review all PS&E documents prior to their submission to Caltrans.

- Prepare RE File and Materials Information Handbook.

TASK 12: RIGHT OF WAY ENGINEERING

12.1 Right of way engineering tasks shall be performed primarily by MNS Engineering under the direction of consultant. This task is to prepare the required maps, legal descriptions, deeds, sketches, and back up data to support the right of way acquisition effort. The RW Engineering shall be performed per the Caltrans RW Manual. A Record of Survey shall be prepared for each of the three project locations as soon as the alignments are finalized. These maps will show the new roadway alignments and serve not only as a way to retrace the corridors in the future, but also to make the legal description process much less tedious and time-consuming. The maps will also show all property monuments recovered in the retracement process allowing for the preservation of those locations.

12.1.1 Consultant shall prepare records of survey for each project location and file with the County Recorder. Monuments shall be set to facilitate recovery of the alignments and to serve as initial, local project control for construction.

12.1.2 Consultant shall determine the precise areas needed for permanent and temporary easements and for areas of interagency transfer. It is anticipated that approximately 33 permanent (private and interagency combined) fee or easements and 20 temporary construction easements (including 2 possible staging areas not yet defined) will be required.

12.1.3 Consultant shall prepare appraisal maps for each of the three project locations identifying the parcel number, owner, type of easement, size of easement and remainder size. Parcel numbers for State R/W changes will receive State-designated number. Parcel numbers for City of Goleta shall be assigned distinct numbers related to assessor's numbers, property addresses or other suitable system.

12.1.4 Consultant shall provide updates to the existing project Right of Way Needs spreadsheet to accompany the appraisal map for appraisal and acquisition agents.

12.1.5 Consultant shall prepare legal descriptions for each parcel to be acquired for temporary or permanent use.

12.1.6 Consultant shall prepare legal descriptions for existing easements to be quitclaimed to the City or State (if any).

12.1.7 Consultant shall prepare legal description and sketch for abandonment of Kellogg Place for use by the City in the abandonment and conveyance process.

12.1.8 Consultant shall prepare sketches for all non-state related acquisitions.

12.1.9 Consultant shall maintain separate parcel files for each acquisition containing information such as title reports, existing easements, descriptions of parcels to be acquired or relinquished, vesting deeds and basic parcel information.

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12.1.10 Consultant shall coordinate with City of Goleta real property, City of Santa Barbara real property, Caltrans R/W, project engineer and appraisal and acquisition personnel and support them during the acquisition process.

12.1.11 Consultant shall prepare final R/W map for the Highway 217 corridor for filing by Caltrans.

12.2 Under the direction of consultant HJA shall obtain current updated preliminary title reports for the properties subject to acquisition.

12.3 AMENDMENT 3 SCOPE. Engineering for additional R/W work is needed:

The additional right of way work includes increasing the parcel requirements from an estimated 53 to an estimated 60 parcels. Several original parcels have been removed and replaced with right of entry permits, but still require the creation of the parcel legal descriptions. Several changes have been made to the alignments for Ekwill and Hollister, resulting in needs to change appraisal maps, legal descriptions, plats and closures and to conduct the QA/QC for each change.

Research and review of prior rights information provided by Goleta Water District to aid in the City's evaluation of GWD claims. Preparation of a Prior Rights Report

Additional survey work related to RW for staking proposed right of way limits for several parcels.

Prior Rights Research and correspondence, and underlying fee determination for portions of Kellogg Way and Kellogg Ave that may be included in property swap.

Coordination, meetings, changes and preparation of plats, legal descriptions, closures and review, signing and distribution for the additional parcels.

12.4 AMENDMENT 6 SCOPE: Revise right of way maps and legal descriptions to conform with the requirements by Caltrans.

TASK 13: RIGHT OF WAY APPRAISALS

Consultant shall oversee and direct Hamner, Jewell & Associates (HJA) in the appraisal and acquisition of right of way for the project.

13.1 Under the direction of consultant, HJA shall obtain appraisals from a state licensed real estate appraiser, prepared in conformance with state laws and Caltrans guidelines, as required to set the basis of right of way purchase offers to private property owners by the City. All appraisals shall be submitted to the City for review and pre-approval prior to purchase offer presentations. If project funding requires formal third party appraisal reviews, this proposal assumes Caltrans staff shall provide the required appraisal reviews. This scope does not include any appraisal of public lands held by City, County,

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County Flood Control, or State; it is assumed that appraisals will only be required for the acquisitions of private properties listed in Task 14.

13.2 AMENDMENT 3 SCOPE. The following parcels have been added since the original scope was prepared:

AP 071-130-062	Yardi/Torridan	This parcel was not on the original list but has been identified as requiring an acquisition. PTR and appraisal will be required. Entry coordination for project studies required.
AP 071-130-049	Goleta Business Park	This parcel was not on the contract list but has been identified as requiring an acquisition. PTR and appraisal are required.
AP 071-130-040	Towbes (TCP Pine)	PTR obtained for this parcel; access coordination for site studies performed. Additional permanent r/w acquisition sought. Appraisal may be required.
AP 071-140-053	Kunze	No PTR requested, TCE may be avoided however some coordination may be necessary in conjunction with driveway access
AP 071-140-064	Giorgi	PTR requested for this out of scope parcel; evaluation support regarding Caltrans denial of access requirement.
AP 071-190-034	Kellogg Ave LLC	New TCE required for retaining wall construction; this parcel was not in the original contract scope of work. Assume TCE without an appraisal
AP 071-190-035	SYCAL Properties	Right of Entry for Driveway conform added/required
AP 071-170-061	Himelsein	Right of Entry for Driveway conform added/required
AP 071-170-062	See Family Trust	Right of Entry for Driveway conform added/required
AP 071-170-063	Antonucci	Right of Entry for Driveway conform added/required
AP 071-170-064	Antonucci	Right of Entry for Driveway conform added/required

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AP 071-140-068	Catalina Barber	Right of Entry for Driveway conform added/required
AP 071-140-056	Bottiani	Right of Entry for Driveway conform added/required

13.3 AMENDMENT 6 SCOPE: UPDATE APPRAISALS.
Revise and update appraisals for parcels affected by the changes resulting from Caltrans requirements to keep the Ekwill Fowler Project independent for right of way work.

13.4 AMENDMENT 7 SCOPE: UPDATE TCE's.
Revise and update appraisals for Temporary Construction Easements (TCE's) throughout Project.

TASK 14: RIGHT OF WAY ACQUISITION

Under the direction of consultant HJA shall prepare offer packages based upon the appraisals, for presentation to each involved property owner. Offer packages shall include an offer letter, Appraisal Summary Statement, proposed Acquisition Agreement, and Deed. Consultant shall present these documents for City review and pre-approval prior to presenting offers to property owners. Concurrently consultant shall seek Caltrans review and approval of the appraisals, prior to proceeding with making the purchase offers. If requested by the City, consultant shall have the limits of right of way acquisition staked in the field with lath and flagging to assist in visualizing the limits of the right of way being acquired. After offer presentation, consultant shall handle all follow up negotiations in pursuit of mutually acceptable amicable purchase agreements with each owner to finalize the property purchases. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, consultant shall coordinate with City and, if appropriate, with the City Attorney's office in conjunction with any required Necessity Hearing scheduling. For those on which we reach final agreements, we would process all documents for necessary approvals and coordinate escrows, title insurance, and closings. This project shall also require a residential relocation. Consultant shall provide relocation assistance in conformance with the California Government Code and, if federal funding is involved, in accordance with the provisions of the federal Uniform Act. Relocation assistance shall include interviewing tenants, providing required noticing, conducting market surveys to set benefit levels and identify potential replacement sites, present the tenant with referrals to potential replacement housing options, provide moving bid coordination, claim preparation and processing, and payment distribution and payment receipt documentation. Consultant shall also prepare a Relocation Plan in advance of making the property purchase offers and triggering relocation eligibility. Consultant shall draft any required Right of Way Certification.

Following is the list of parcels included in this proposal:

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Assessor's Parcel Number	Owner	Type of Acquisition
071-130-051, -006	Mauracher	Partial
071-170-080, -083, and -079	University Properties	Partial and Full
071-170-082	Winnikoff Trust	Partial
071-130-023	McPage Enterprises	Partial
071-151-011	McLeans Auto Body & Paint	Partial
071-140-067 and -068	Catalina Barber Corp	Full/Exchange
071-090-078	DLC Enterprises	Partial
071-090-036	Newland	Partial (+ Relocation)
071-090-007	Islay Investments	Partial
071-140-046	Bottiani	Partial/ Exchange
071-330-009	Jurkowitz Trust	Partial

14.1 AMENDMENT 3 SCOPE. The original scope of services is amended to provide:

An independent fee reviewer to comply with Caltrans review appraisal requirements. (Original scope assumed Caltrans would provide this service).

Due to timeline differentials with obtaining environmental clearances and funding, the Newland and Bottiani parcels now have different appraisal and offer descriptions.

Acquisition for the parcels listed under Task 13.2 above.

14.2 AMENDMENT 4 SCOPE. The original scope of services is amended to provide:

- Additional effort related to unanticipated prolonged and complicated acquisition negotiations on several properties.
- Additional effort related to support services for the City's filing of a Resolution of Necessity for five parcels.
- Additional effort relayed to required revisions to existing appraisals for certain properties.

14.3 AMENDMENT 5 SCOPE. Due to the changes to the Fowler Road project, there is additional Right of Way work that must be completed. The new knuckle at the western end of Fowler Road at Technology Drive will require a small right of way acquisition as well as modifications to the Temporary Construction Easement at the same parcel. At this point in the project, the majority of the right of way work has been completed for the Fowler Road project, and escrow has closed for the Temporary Construction Easement. Additional work is therefore required to obtaining a Preliminary Title Report, Appraisal, and Acquisition. The additional effort includes work for subconsultant MNS for surveying to complete the appraisal map, and for subconsultant Hamner, Jewell & Associates to complete the appraisals and acquisition work.

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14.4 AMENDMENT 6 SCOPE: Revise and update acquisition work for parcels affected by the changes resulting from Caltrans requirements to keep the Ekwill Fowler Project independent for right of way work. Extend the work required for ongoing negotiations with other parcels that have expanded into protracted negotiations.

TASK 15: UTILITY COORDINATION

Consultant shall provide utility coordination throughout the project in accordance with Chapter 13 of the Caltrans' Right of Way Manual as required. This task involves communicating the City's project to the utility owners within the project limits and working with them to complete their plans and relocations for those utilities that conflict with the proposed project. Anticipated work under this task is as follows:

15.1 VERIFY EXISTING UTILITIES: Collect available utility information and review the topographic base map in order to identify existing utilities. A utility base map shall be prepared and sent to utility owners for verification. Part of the verification process is to obtain additional utility information from the owners such as as-built record drawings and atlas sheets, as well as determining the facility's function.

Finally, the utility base map is revised using the utility owner provided items and information our team has developed over the course of the task.

- Utility Base Map: Prepare a utility base map to be used in conjunction with the topographic base map. Essentially, this base map documents the best available utility location information such as: USA markings; interpretation of as-built record drawings and utility atlas sheets; and pothole information.
- Utility Matrix: Prepare a utility matrix to organize and document in one location all the utility coordination activities including: owner; contact name, telephone and facsimile numbers; mailing and physical addresses; email addresses; dates and methods of communication; description of effected utility; method of conflict resolution, if any; status of relocation plans, if any; etc.

  This matrix is provided to the City and utility owners to provide a transparent understanding of all the utility locations, conflicts and issues to all potentially affected stakeholders. For example, often cable TV and telephone facilities are carried on electric poles. Using the matrix, the cable TV/telephone representatives can get a clear understanding of the project impacts to poles which they are on, but over which they have little to no control over.
- Utility Letter A (Verification) Package: Letter, matrix and associated plans that outline the proposed design and right-of-way, and existing utilities as mapped in the field. This letter puts the utility owner on notice that the City is intending to construct a project that may affect their facilities.

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- As-Built Record Drawings: A primary function of the Utility Letter A is to gather and incorporate into the utility base mapping any utility owner record drawings or other pertinent information.

15.2 POSITIVE IDENTIFICATION AND DETERMINATION OF LIABILITY: Prepare and execute a potholing plan to provide positive identification and location of utility facilities that may conflict with the project.

High-risk vs. low-risk utility facilities will also be identified.

- Potholing: Obtaining positive location information of underground utilities that may be in conflict with the proposed project improvements, and all high-risk utilities within the project limits. The potholes will be surveyed and added to the project topo maps. Since the exact number of potholes cannot be determined in advance, consultant has assumed approximately two full days of potholing activity will be needed.
- Utility Letter B (Request for Relocation Plans) Package: Letter, updated matrix and associated plans that identify potential utility conflicts and approximate relocation schedules. This is a formal coordination letter that identifies the relocation work and schedule required to complete the relocations. Packages shall be sent to all utility owners within the project limits – regardless of potential conflict or not – in order to provide transparency of all utility coordination.
- Relocation Parameters: Provide utility relocation parameters for utility owner relocations plans.

15.3 COORDINATE RELOCATION: Coordinate any and all modifications, changes, or relocations of existing underground and/or overhead utilities with respective utility companies. Where feasible, every effort shall be made to complete any and all modifications, changes, or relocations of existing underground and/or overhead utilities prior to construction.

Should the utility companies or the City decide to underground existing overhead utilities as part of the relocation, or desire the installation of conduits for future undergrounding or expansion of their facilities, Consultant shall work with the respective utility companies to incorporate their design into the plan set and assist in the development of cost sharing between the utility companies and the City in the utility relocation agreements for the additional cost of trenching, conduits, vaults, etc. associated with the undergrounding. The design of any “dry” utilities (overhead or underground) is not a part of this scope of work.

This scope of work assumes that the City shall prepare any utility relocation agreements.

Schedules and progress reports for utility efforts shall be prepared. Plans and cost estimates provided by the utility companies shall be reviewed and recommendations shall be made.

- Field Meetings: Attend field meetings with utility owner representatives.

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- Utility Specifications: Prepare special provisions relating to utility coordination during construction including timing and duration of construction windows for utility relocations performed by owner's forces.
- Utility Plans: Finalize utility plans for contract documentation plan set.
- Utility "C" Letter (Notice to Owner) Package: Letter, updated matrix and final project plans that show location and elevation of existing utility and the proposed utility relocations. This letter satisfies the requirements in regards to utility conflicts.
- RE Pending File: The last step of this task is to provide documentation of the utility coordination effort for the City and the RE Pending file. This will provide the City with

15.4 AMENDMENT 3 SCOPE. Expanded utility coordination due to the presence of several mainline trunk utilities that run along Hollister Avenue. Utility relocation efforts for these facilities are going to require additional potholing (20 original vs. 60 now), along with intensive coordination to accomplish the staged construction on Hollister Avenue.

15.5 AMENDMENT 5 SCOPE. The utility coordination process has proven to be much more extensive than originally scoped. The level of coordination and utility design for the Hollister Avenue/Route 217 Roundabouts has proved to be more extensive than originally scoped and requires extension additional coordination with the Hollister Avenue Bridge project, as well. Amendment 5 addresses the additional work by DHA to complete the utility coordination for the project.

Temporary traffic signal staging plans have expanded to four stages of construction with multiple signal head moves for each stage. Consequently, DHA will secure a new electrical subconsultant (Y&C) to prepare up to an additional 18 plan sheets to accommodate the various stages of construction for the signals and street lights.

15.6 AMENDMENT 6 SCOPE. Continue coordination with the owners of affected utilities. This coordination will be on-going throughout the remainder of the design project. The work includes coordinating final relocation plans with utility owners, and assisting the City with utility agreements, and preparing the final utility relocation letters. Upon receipt of comments on the 95% submittal package, facilitate a review session with the City to discuss review comments and resolve any conflicting comments.

Revise the plans to delete the Caltrans style lights and add custom street lights in the City right of way. Modify technical special provisions to address City comments, changes to the plans, or unique revisions and coordinate them with the City boilerplate.

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TASK 16: MITIGATION MONITORING PLAN
PERMIT CONDITONS SUMMARY TABLE AND PS&E INTEGRATION

16.1 PREPARE SUMMARY TABLE. Once permitting conditions have been finalized Consultant shall compile the Permit Conditions Summary Table, which is comprised of a list of mitigation measures and conditions of approval identified during environmental review and the permitting process. This would comply with Caltrans' Local Assistance Procedures Manual that requires the following be submitted to the District Local Assistance Engineer (DLAE):

> "The local agency shall develop a list of all mitigation as related to NEPA and provide it along with the technical reports and draft environmental document to the DLAE.
>
> The local agency shall certify that all required mitigation has been completed and/or is included in the Final Plans, Specifications and Estimate (PS&E), and that any required ongoing maintenance of mitigation is implemented (23 CFR Parts 635,771, and 772)."

This task will satisfy the Environmental Commitments Record as described in Section 39 of the Caltrans Standard Environmental Reference.

16.2 INTEGRATE ENVIRONMENTAL INFORMATION WITH PS&E DEVELOPMENT. The PS&E specifications sheets and final bid package shall incorporate inputs from the permitting process. The task would involve:

- Integrate mitigation measures into the PS&E.
- Prepare the Permit Conditions Summary Table and specifications

16.3 MITIGATION PLAN. Consultant shall prepare a biological mitigation plan that fulfills all of the requirements of the City's EIR and provides the biological information needed to support the COE, CDFG, RWQCB, and CCC permit applications (as indicated in Task 6 Permitting). Integrate the compensatory mitigation plan into the biological mitigation and monitoring plan required by Mitigation Measure NA-1 in the EIR (herein referred to as the Mitigation Plan).

The Mitigation Plan shall comprise a biological mitigation and monitoring plan that incorporates all of the biological conditions related to construction of the project, including the "compensatory mitigation plan" required to obtain a section 404 permit from the COE. The plan shall include protection and replacement of habitats, streams, and wetlands, and measures for the protection of sensitive plants and animals, as described in the EIR. The compensatory mitigation plan shall include site selection information, a mitigation

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work plan and maintenance plan, performance standards and monitoring requirements, and long-term and adaptive management plans. The Mitigation Plan shall include the following components as identified and described in further detail in the EIR:

- Protection and replacement of riparian habitat
- Native tree inventory and protection plan
- Wetland habitat restoration
- Pre-construction floristic surveys and compensation
- Plant restoration
- Construction restrictions for riparian birds and raptors
- Construction zone housekeeping
- Maintenance restrictions
- Avoid/minimize impacts to least Bell's vireo

The following tasks shall be implemented in order to create the Mitigation Plan:

16.3.1 COMPENSATORY MITIGATION SITE SELECTION. Select specific sites for restoration, enhancement and/or creation required to complete the Mitigation Plan and obtain key permits. The City shall provide descriptions of potential available locations and acreage suitable for compensatory mitigation. Consultant shall make recommendations to the City regarding the locations for the compensatory mitigation site(s).

16.3.2 FIELD VISITS AND GROUND-TRUTH DATA. Conduct a field visit to verify biological resource information gathered during the preparation of the EIR is accurate and up to date. Map native trees for preparation of the native tree inventory and protection plan.

16.3.3 COORDINATE WITH LANDSCAPE ARCHITECT ON LANDSCAPE AND IRRIGATION PLANS AND SPECIFICATIONS. Provide a restoration biologist to provide input on landscape and irrigation plan drawings and specifications, including plant/seed layouts, palettes, and specifications.

16.3.4 PREPARE DRAFT MITIGATION MONITORING PLAN. Prepare a draft Mitigation Monitoring Plan. The Mitigation and Monitoring Plan will be coordinated with the project landscape plans. The restoration component of the mitigation plan shall include details on restoration locations and habitat types, plant/seed source, plant layouts and palettes, plant and seed installation methods, irrigation methods, restoration schedule, a description of the 5-year maintenance and monitoring program methods, and include the following performance standards:

- Native cover must be 70 percent after three years and retain 70 percent coverage by the end of the 5-year monitoring and maintenance period.
- Non-native invasive plants, excluding non-native grasses, must remain below 10 percent of total vegetation cover at all times.
- Vegetation must survive without supplemental irrigation for at least 2 years.
- No single species shall constitute more than 50 percent of the vegetative cover.

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- Replacement plants shall be monitored for a minimum of 3 years to ensure successful establishment.
- The draft Mitigation Plan will be submitted electronically for review and approval by the resource agencies and Goleta.

16.3.5 PREPARE FINAL MITIGATION PLAN. Revise the Mitigation Plan based on comments from agencies and Goleta, and prepare a final Mitigation Plan. Submit 10 copies of the final Mitigation Plan to the permitting agencies and Goleta on hard copies or CD as appropriate.

16.4 AMENDMENT 3 SCOPE. Identification of a potential mitigation site on the City of Santa Barbara Airport property along Hollister Avenue and preparation of a preliminary concept paper to facilitate Airport review and approval. Conduct all field surveys, mapping and conceptual plan preparation for the mitigation sites, including the site on the Airport property.

16.5 AMENDMENT 5 SCOPE. DHA and URS will prepare the final response to RWQCB comments as related to the Mitigation Plan. URS will amend the Mitigation Plan to reflect the revised project impacts related to the reduction in scope of Fowler Road. The revised Mitigation Plan measures will be incorporated into the PS&E and into a revised Permit Conditions Summary Sheet.

LIST OF DELIVERABLES

- Biological inputs for the landscape and irrigation plans
- Draft Mitigation Plan
- Final Mitigation Plan
- Draft Revised Mitigation Plan
- Final Revised Mitigation Plan

16.6 AMENDMENT 6 SCOPE – Permits 1 through 5. The following activities are needed for updating the environmental documents for the project:

1. Revised Biological Mitigation and Monitoring Plan. Work to be undertaken as part of this task includes, but is not limited to:

- Conduct field reconnaissance and desktop analysis to identify potentially suitable replacement mitigation site(s).
- Coordinate with the City to identify which replacement mitigation sites are suitable and acceptable.
- Prepare updated maps of the suitable mitigation sites illustrating proposed restoration efforts and existing constraints and prepare an associated fact sheet outlining the benefits of the revisions. The maps and fact sheet will be prepared for use by the Project team and the City for discussions with the agencies and the public.

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- Participate in one meeting with the public for desktop and field review of the suitable mitigation sites.
- Revise the 2016 Biological Mitigation and Monitoring Plan once the mitigation sites have been agreed upon by all parties. Please note, only restoration-specific sections will be revised and the remainder of the plan will remain as previously written.
- Coordinate agency submittal and approval of the revised Biological Mitigation and Monitoring Plan.
- Coordinate with Rincon Consultants on mitigation-specific aspects of the Environmental Impact Report Addendum. Rincon is conducting revisions to the addendum under a separate contract.

2. Environmental Enhancement and Mitigation Grant Program Assistance. Work to be undertaken as part of this task includes, but is not limited to:

- Provide information as needed for mitigation-specific items to City to be incorporated into the application.
- Review mitigation-specific text prepared by City.
- Revise the one previously prepared EEMP-specific GIS figure per updates to the mitigation sites as described above.

16.7 AMENDMENT 7 SCOPE. SUPPORT TO DEFEND LEGAL CHALLENGE TO EIR ADDENDUM.
Provide support services to the City to defend lawsuit against the EIR Addendum and associated Bio-Mitigation Plan.

16.8 AMENDMENT 7 SCOPE. ACQUIRE NATIVE PLANTS FOR BIO-MITIGATION.
Implementation of plant and seed propagation plan for the Bio-Mitigation Plan with $23,360 deposit so that native plants from the project site can be grown in a nursery.

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TASK 17: PROVIDE BIDDING AND CONSTRUCTION SUPPORT

17.1 Consultant shall interpret plans and specifications as required during the bidding process. Attend and participate in a pre-bid meeting with potential bidders. Consultant shall answer questions regarding the Technical Provisions and the design drawings during the bidding process.

This Amendment 5 request includes the time and effort for DHA to complete the extra submittal for Fowler Road and Hollister Avenue/Route 217, and for MNS to compete the extra submittal for Ekwill Street.

17.2 AMENDMENT 6 SCOPE. Provide bid period support for the PS&E and associated construction package documents produced by the design team, including items added by

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earlier amendments. Task is clarified to be only bid period support. Design support during construction will be negotiated and authorized for the CON phase of the project.

TASK 18: AMENDMENT 5 SCOPE. ADDITIONAL REPORTS TO CALTRANS.

The project was originally scoped for submittals to City based on preparing standard engineering reports needed for the project. Caltrans requires additional reports to be prepared over and above the original scope. Now that the Caltrans involvement has changed to include the entire project oversight, not just the portion in State right of way,

these reports need to be prepared and submitted to Caltrans in their specific format for every segment of the project. The new reports include Design Exceptions, Storm Water Data Reports, and the Traffic Management Plan. This amendment request includes the additional work for DHA to prepare and submit these reports for Caltrans review, including the subsequent report revisions and responses to Caltrans comments

CITY OF GOLETA RESPONSIBILITIES

- Provide basic criteria for project design, record drawings, and preprinted portions of the specifications.
- Provide copies of available pertinent City records, such as survey ties, benchmarks, road plans, and record maps the City knowingly has in its possession.
- Print and distribute final bid documents, unless requested as an additional service.
- Mediate with land owners for access to and provisions for consultant to enter upon private and public lands.
- Provide all other required services that cannot, by law, be performed by consultant.
- Provide contract administration and inspection during construction.
- Be responsible for all communication with the Caltrans' District Local Assistance Engineer for grant funding and cost reimbursement.
- The City's Director of Public Works or designee shall serve as Contract Administrator for the project.

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EXHIBIT B-6 (associated with Amendment 7)
SCHEDULE OF FEES

Amendment No. 7 to Professional Environmental and Design Services Agreement No. 2012-090 between the City of Goleta and Dewberry Engineering for 9002 Ekwill Street and Fowler Road Extensions Project

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City of Goleta
Ekwill Street and Fowler Road Extensions Project

DEWBERRY | DRAKE HAGLAN
CONTRACT SUMMARY - AMENDMENT 7

CONTRACT No. _____ **CONSULTANT COST PROPOSAL**
CONSULTANT: Dewberry | Drake Haglan

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Craig Drake	Principal Engineer	80	$ 107.60	$8,608.00
Dave Melis	Senior Engineer	240	$ 84.96	$20,390.40
Ashley Satow	Engineer	333	$ 51.31	$17,086.23
Matt Burgard	Senior Engineer	80	$ 70.93	$5,674.40
		733	Total Hours	
			Subtotal Direct Labor Costs	$51,759.03
			Anticipated Salary Increases	$0.00
			TOTAL - DIRECT LABOR	**$51,759.03**

INDIRECT COSTS	Rate	Amount
Overhead	88.06%	$45,579.00
Fringe Benefit	55.37%	$28,658.97
General & Administrative	0.00%	$0.00
	143.43%	
	TOTAL - INDIRECT COSTS	**$74,237.98**

FEE (10.00%) **TOTAL - FEE** **$12,599.70**

OTHER DIRECT COSTS		
Travel Costs	$	504.29
Reproduction	$	-
Overnight Deliveries	$	-
Equipment Rental and Supplies	$	-
Potholing	$	-
Appraisals	$	-
Drilling	$	-
Permit Fees	$	-
	TOTAL - OTHER DIRECT COSTS	**$504.29**

TOTAL DHA COST **$139,101.00**

SUBCONSULTANTS		
MNS	$	13,000.00
Rincon Consultants	$	49,926.00
Hamner Jewell	$	35,500.00
	TOTAL SUBCONSULTANT COST	**$98,426.00**

TOTAL AMENDMENT 5 **$237,527.00**

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City of Goleta
Ekwill Street and Fowler Road Extensions Project

MNS ENGINEERS
CONTRACT SUMMARY - AMENDMENT 7

CONTRACT No. _____
CONSULTANT: MNS Engineers, Inc.

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Shawn Kowalewski	Principal Engineer	36	$ 93.75	$3,375.00
Burns	CAD Manager	18	$ 52.16	$938.88
TBD	Project Coordinator	4	$ 35.00	$140.00
		58	Total Hours	
			Subtotal Direct Labor Costs	$4,453.88
			Anticipated Salary Increases	$0.00
			TOTAL - DIRECT LABOR	**$4,453.88**

INDIRECT COSTS	Rate	Amount
Overhead	103.73%	$4,620.01
Fringe Benefit	56.50%	$2,516.44
General & Administrative	0.00%	$0.00
	160.23%	
	TOTAL - INDIRECT COSTS	**$7,136.45**

FEE	(12.00%)	**TOTAL - FEE**	**$1,390.84**

OTHER DIRECT COSTS		
Reproduction	$	18.83
Overnight Deliveries	$	-
Equipment Rental and Supplies	$	-
TOTAL - OTHER DIRECT COSTS		**$18.83**

TOTAL COST **$13,000.00**

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EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Rincon Consultants, Inc. Contract No. _____ Date 4/14/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal I	Steven Hongola	2	$77.40	$154.80
Principal II	Richard Daulton	12	$107.36	$1,288.32
Principal I	Christopher Julian	31	$64.90	$2,011.90
Principal II	Joseph Power	1	$108.17	$108.17
Senior Professional II	Julie Love	87	$47.12	$4,099.44
Professional III	William Fletcher	36	$35.09	$1,263.24
Senior Professional I	Alexandria Journey	6	$36.06	$216.36
Technical Editor	Debra Jane Seltzer	1	$30.00	$30.00
GIS/CADD Specialist II	Jon Montgomery	11	$31.90	$350.90
Clerical/Administrative Assistant I	Rose Gregory	8	$25.00	$200.00

LABOR COSTS

a) Subtotal Direct Labor Costs $9,723.13

b) Anticipated Salary Increases (see page 2 for calculation) $0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $9,723.13

INDIRECT COSTS

d) Fringe Benefits (Rate: 65.31%) e) Total Fringe Benefits [(c) x (d)] $6,350.18

f) Overhead (Rate: 81.66%) g) Overhead [(c) x (f)] $7,939.91

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] $0.00

j) **Total Indirect Costs** [(e) + (g) + (i)] $14,290.08

FIXED FEE

o) (Rate: 10.00%) k) **TOTAL FIXED PROFIT** [(c) + (j)] x (o)] $2,401.32

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	260	Miles	$0.58	$150.80

l) **TOTAL OTHER DIRECT COSTS** $150.80

m) **SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: SB Natives $23,360.00

Subconsultant 2: $0.00

Subconsultant 3: $0.00

m) **TOTAL SUBCONSULTANT'S COSTS** $23,360.00

N) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] $23,511.00

TOTAL COST [(c) + (j) + (k) + (n)] $49,926.00

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

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EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Rincon Consultants, Inc. Contract No. Date 4/14/2020

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$9,723.13		195	=	$49.86	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$49.86	+	3%	=	$51.36	Year 2 Avg Hourly Rate
Year 2	$51.36	+	3%	=	$52.90	Year 3 Avg Hourly Rate
Year 3	$52.90	+	3%	=	$54.49	Year 4 Avg Hourly Rate
Year 4	$54.49	+	3%	=	$56.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	195.0	=	195.0	Estimated Hours Year 1
Year 2		*	195.0	=	0.0	Estimated Hours Year 2
Year 3		*	195.0	=	0.0	Estimated Hours Year 3
Year 4		*	195.0	=	0.0	Estimated Hours Year 4
Year 5		*	195.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	195.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$49.86	*	195	=	9723.13	Estimated Hours Year 1
Year 2	$51.36	*	0	=	0	Estimated Hours Year 2
Year 3	$52.90	*	0	=	0	Estimated Hours Year 3
Year 4	$54.49	*	0	=	0	Estimated Hours Year 4
Year 5	$56.12	*	0	=	0	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$9,723.13	
	Direct Labor Subtotal before Escalation			=	$9,723.13	
	Estimated total of Direct Labor Salary Increase			=	**$0.00**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

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EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	Lacrissa Davis	Title*: CFO	
Signature:		Date of Certification (mm/dd/yyyy):	4/14/2020
Email:	lcook@rinconconsultants.com	Phone Number:	805-644-4455
Address:	180 N. Ashwood Ave, Ventura, CA 93003		

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Environmental services.

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EXHIBIT 10-H COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: Beacon Integrated Professional Resources, Inc. dba Hamner, Jewell & Associates

Project No. Ekwill Fowler **Contract No.** **Date:** 4/27/2020

Direct Labor

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Managing Senior Associate	Lillian Jewell	55.0	$98.56	$5,420.80
RW Agent (Assoc II)	David Jewell	61.0	$45.00	$2,745.00
Project/Escrow Coordinator	Jennifer Mizrahi	25.0	$38.00	$950.00
Right of Way Technician	J.T. Katavich		$36.00	
Transaction Coordinator	Transaction Coordinator Pool	42.0	$35.00	$1,470.00
Transaction Assistant	Transaction Assistant Pool		$22.00	
Clerical Support	Clerical Pool		$15.50	
	Total	183.0		$10,585.80

LABOR COSTS

a) Subtotal Direct Labor Costs $10,585.80

b) Anticipated Salary Increases

c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)] $10,585.80

INDIRECT COSTS

d) Fringe Benefits (Rate):

e) Total Fringe Benefits [(c) × (d)]

f) Overhead (Rate): 140.55%

g) Overhead [(c) × (f)] $14,878.34

h) General and Administrative (Rate):

i) Gen & Admin [(c) × (h)]

j) **TOTAL INDIRECT COSTS** [(e) +(g) + (i)] $14,878.34

FIXED FEE

k) **TOTAL FIXED PROFIT** [(c) + (j)] × Fixed Fee **10%** $2,546.41

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description	Quantity	Unit	Unit Cost	Total
Preliminary Title Reports				
Appraisals	2	ea	$2,250.00	$4,500.00
Appraisal Reviews	2	ea	$1,000.00	$2,000.00
Printing/Postage/Delivery	500	ea	$1.00	$500.00
Mileage	862	Miles	$0.58	$499.96

l) **TOTAL OTHER DIRECT COSTS** $7,499.96

m) **SUBCONSULTANT'S COSTS (add additional pages if necessary)**

Subconsultant 1:
Subconsultant 2:
Subconsultant 3:
Tier Subconsultant 4:

m) **TOTAL 2nd TIER SUBCONSULTANT'S COSTS**

n) **TOTAL OTHER DIRECT COSTS INCLUDING 2nd TIER SUBCONSULTANTS** [(l) + (m)] $7,499.96

TOTAL COST [(c) + (j) + (k) + (n)] $35,510.52

NOTES:

- Key Personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal Cost Principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

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EXHIBIT 10-H COST PROPOSAL Page 2 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hour #REF!

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$10,585.80		149	=	$71.05	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation

	Avg Hourly Rate		Proposed Escalation			
Year 1	$71.05	+	3.00%	=	$73.18	Year 2 Avg Hourly Rate
Year 2	$73.18	+	3.00%	=	$75.37	Year 3 Avg Hourly Rate
Year 3	$75.37	+	3.00%	=	$77.63	Year 4 Avg Hourly Rate
Year 4	$77.63	+	3.00%	=	$79.96	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	149.0	=	149.0	Estimated Hours Year
Year 2		*	149.0	=		Estimated Hours Year 2
Year 3		*	149.0	=		Estimated Hours Year 3
Year 4		*	149.0	=		Estimated Hours Year 4
Year 5		*	149.0	=		Estimated Hours Year 5
Total	100%		Total	=	149.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$71.05	*	149.0	=	$10,585.80	Estimated Hours Year 1
Year 2	$73.18	*		=		Estimated Hours Year 2
Year 3	$75.37	*		=		Estimated Hours Year 3
Year 4	$77.63	*		=		Estimated Hours Year 4
Year 5	$79.96	*		=		Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$10,585.80	
	Direct Labor Subtotal before Escalation			=	$10,585.80	
	Estimated total of Direct Labor Salary Increase			=		Transfer to Page 1

NOTES:

This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.

An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)

This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

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EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Lillian Jewell Title*: President

Signature: Date of Certification (mm/dd/yyyy): 4/30/2020

Email: ljewell@hamner-jewell.com Phone Number: 805-773-1459

Address: 530 Paulding Circle, Suite A Arroyo Grande, CA 93420

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Appraisals and Appraisal Reviews for 071-130-081 (600 Pine Partners LLC) and 071-130-069 (BT-Oh LLC). TCE Extensions for Catalina Barber, Sanders Hotel, BT-Oh, LLC (UPS) and Kellogg LLC.

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Ekwill Street and Fowler Road Extensions Project - Original Contract + Amendments 3 through 7 - Cost Summary

Task #	Task Description	Original Contract		Amendment #3		Amendment #4		Amendment #5		Amendment #6		Amendment #7		TOTALS	
		DHA Hrs	DHA Direct Labor Cost	DHA Hrs	DHA Direct Labor Cost	DHA Hrs	DHA Direct Labor Cost	DHA Hrs	DHA Direct Labor Cost	DHA Hrs	DHA Direct Labor Cost	DHA Hrs	DHA Direct Labor Cost	DHA Hrs	DHA Direct Labor Cost
1	Project Management/Coordination	318	$19,522.20	236	$17,676.00	180	$13,480.00	196	$15,421.00	180	$19,368.00	80	$8,608.00	1,010	$94,075.20
2	Surveying	6	$304.20	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	6	$304.20
3	Materials and Foundation Reports	13	$604.00	8	$460.50	0	$0.00	0	$0.00	0	$0.00	0	$0.00	21	$1,064.50
4	Drainage Report	67	$2,624.83	0	$0.00	280	$12,568.00	0	$0.00	0	$0.00	0	$0.00	347	$15,192.83
5	Aerial Deposited Leady Study	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	-	$0.00
6	Permitting	59	$2,174.00	459	$22,452.00	0	$0.00	120	$5,918.00	120	$6,840.00	0	$0.00	638	$37,384.00
7	City of SB DART Coordination	59	$4,401.60	116	$5,675.40	80	$5,456.00	0	$0.00	0	$0.00	0	$0.00	255	$15,533.00
8	35% PS&E	698	$30,947.33	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	698	$30,947.33
9	65% PS&E	990	$39,191.12	578	$23,525.00	785	$37,905.00	0	$0.00	0	$0.00	0	$0.00	2,353	$100,621.12
10	95% PS&E	738	$33,773.28	720	$30,773.00	928	$47,922.00	1,480	$64,646.30	0	$0.00	653	$43,151.03	4,519	$220,265.61
10A	100% PS&E	0	$0.00	0	$0.00	0	$0.00	704	$34,612.80	32	$1,920.00	0	$0.00	704	$36,532.80
11	Final PS&E	221	$10,274.18	0	$0.00	200	$9,060.00	376	$17,447.00	0	$0.00	0	$0.00	797	$36,781.18
12	Right of Way Engineering	11	$506.25	62	$2,743.30	48	$3,273.60	0	$0.00	0	$0.00	0	$0.00	121	$6,523.15
13	Right of Way Appraisals	11	$506.25	72	$4,564.00	0	$0.00	0	$0.00	20	$1,440.00	0	$0.00	83	$6,510.25
14	Right of Way Acquisition	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	-	$0.00
15	Utility Coordination	32	$1,517.60	80	$3,782.80	280	$14,168.00	284	$12,149.00	84	$5,400.00	0	$0.00	676	$37,017.40
16	Mitigation and Monitoring Plan	51	$3,741.70	0	$0.00	0	$0.00	56	$2,520.00	50	$3,600.00	0	$0.00	107	$9,861.70
17	Bidding and Construction Support	54	$2,893.90	0	$0.00	0	$0.00	0	$0.00	48	$3,240.00	0	$0.00	54	$6,133.90
18	Caltrans Reports	0	$0.00	0	$0.00	0	$0.00	188	$9,052.60	0	$0.00	0	$0.00	188	$9,052.60
	Subtotal - Hours	3,326		2,331		2,781		3,404		534		733		11,842	
	Total Direct Labor Cost		$152,982.44		$111,652.00		$143,832.60		$161,766.70		$41,808.00		$51,759.03		$663,800.77
	Anticipated Salary Increase Allowance:		$6,126.12		$0.00		$0.00		$5,619.20		$0.00		$0.00		$11,745.32
	Direct Labor (including Anticipated Salary Increase Allowance):		$159,108.56		$111,652.00		$143,832.60		$167,385.90		$41,808.00		$51,759.03		$675,546.09
	Indirect Costs (144.76% for Original, 131.60% for Amendment 3, 150.10% for Amendment 4 & 5 and 143.43% Amendment 6))		$230,325.55		$146,934.03		$215,892.73		$251,246.24		$59,965.21		$74,237.98		$978,601.74
	Fee		$38,943.41		$25,858.60		$35,972.53		$50,235.86		$12,212.79		$12,599.70		$175,822.89
	DHA LABOR COST:		**$428,377.52**		**$284,444.64**		**$395,697.87**		**$468,867.99**		**$113,986.00**		**$138,596.71**		**$1,829,970.73**
	Other Direct Project Costs:		**$6,150.00**		**$85,843.00**		**$0.00**		**$4,689.00**		**$1,500.00**		**$504.29**		**$98,686.29**
	SUBCONSULTANTS														
	MNS:		$415,015.00		$168,437.00		$176,000.00		$34,318.00		$60,143.00		$13,000.00		$866,913.00
	Reid Middleton:		$69,120.00				$0.00		$0.00		$0.00		$0.00		$69,120.00
	David Black & Associates:		$42,825.00				$6,500.00		$0.00		$0.00		$0.00		$49,325.00
	Kittelson:		$27,420.00		$4,029.00		$1,500.00		$0.00		$0.00		$0.00		$32,949.00
	URS/AECOM/Rincon Consultants		$140,288.00		$121,711.00		$85,000.00		$178,184.00		$27,364.00		$49,926.00		$602,473.00
	Fugro:		$107,155.00		$22,363.00		$7,966.00		$0.00		$0.00		$0.00		$137,484.00
	Geocon:		$19,725.00				$0.00		$0.00		$0.00		$0.00		$19,725.00
	Hamner-Jewell:		$140,898.00		$66,887.00		$21,240.00		$9,000.00		$95,100.00		$35,500.00		$368,625.00
	Y&C Transporation		$0.00		$0.00		$0.00		$80,000.00		$28,000.00		$0.00		$108,000.00
	Total Subconsultant Costs:		**$962,446.00**		**$383,427.00**		**$298,206.00**		**$301,502.00**		**$210,607.00**		**$98,426.00**		**$2,254,614.00**
															$4,283,271.02

TOTAL ORIGINAL CONTRACT:	**$ 1,396,974.00**				
CONTINGENCY	**$ 100,000.00**				
AMENDMENT #3:		**$ 753,715.00**			
AMENDMENT #4:			**$ 693,904.00**		
AMENDMENT #5:				**$ 775,059.00**	
AMENDMENT #6					**$ 326,093.00**
AMENDMENT #7					
RUNNING TOTAL CONTRACT:	**$ 1,496,974.00**	**$ 2,250,689.00**	**$ 2,944,593.00**	**$ 3,719,652.00**	**$ 4,045,745.00**

$237,527.00	
$ 4,283,272.00	**$ 4,283,272.00**

Agreement No. 2012-090.6
City of Goleta, California

AMENDMENT NO. 6
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DRAKE HAGLAN ASSOCIATES, INC.

This **Amendment No. 6** to a **PROFESSIONAL DESIGN SERVICES** by and between the **City of Goleta**, a municipal corporation ("City") and **DRAKE HAGLAN ASSOCIATES, INC.** a California Corporation ("Consultant") dated August 7, 2012 ("Agreement," Agreement No. 2012-090) is made this 16th day of October, 2018.

RECITALS

WHEREAS, this Agreement is for professional design engineering services in conjunction with the Ekwill and Fowler Street Extension Project; and

WHEREAS, the parties entered into the Agreement for the total compensation amount not to exceed $1,396,974 with a termination date of June 30, 2014; and

WHEREAS, on September 4, 2012, the Agreement was amended to comply with Federal requirements for funding of the Agreement ("Amendment No. 1"); and

WHEREAS, on June 17, 2014, the Agreement was amended so as to extend the termination of the agreement to June 30, 2015 ("Amendment No.2"); and

WHEREAS, on October 7, 2014, the Agreement was amended so as to provide additional compensation in the amount of $753,715 and to amend the scope of work to include additional tasks to be completed ("Amendment No.3"); and

WHEREAS, on June 30, 2015, the Agreement was amended so as to provide additional compensation in the amount of $693,904 and to amend scope of work to include additional tasks to be completed ("Amendment No.4"); and

WHEREAS, on October 18, 2016, the Agreement was amended so as to provide additional compensation in the amount of $775,059, amend scope of work, and to extend the termination date of the Agreement to June 30, 2019 ("Amendment No.5"); and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed $3,619,652; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of $326,093 for additional tasks for the Ekwill Street and Fowler Road Extensions Project; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 30, 2019; 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 between City and Consultant currently provides in Exhibit "A-5" entitled "Scope of Work" the complete and particular description of services as set forth for Consultant; and

WHEREAS, the parties desire to amend Exhibit A-5 of the Agreement by adding additional services related to the development of a new Biological Mitigation and Monitoring Plan for the project, expanded right of engineering, appraisals and negotiations and expanded utility coordination services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-6"; and

WHEREAS, the City Council approved this Amendment No. 6, on this 16th day of October, 2018.

AMENDED TERMS

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

1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of $326,093 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 four million forty-five thousand seven hundred and forty-five dollars ($4,045,745) 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, 2023, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (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 four years 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-6 "Scope of Work"** attached hereto and incorporated herein.

4. 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. 6 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

Michelle Greene, City Manager

CONSULTANT

Dennis Haglan, President

ATTEST:

Deborah Lopez, City Clerk

Craig Drake, Chief Financial Officer

APPROVED AS TO FORM

Winnie Cai, Assistant City Attorney

Exhibit A-6
Scope of Work

TASK 1: MANAGEMENT

1.1 PROJECT MANAGEMENT

1.1.1 Consultant shall communicate regularly with City staff using telephone, fax, email, written correspondence, and face-to-face meetings as required throughout the term of the contract. Consultant shall prepare draft letters requesting right of entry into private parcels for surveys, geotechnical investigations and right of way purposes. These draft letters can be used by the City to cut and paste onto City letterhead for transmittal by the City to the affected property owners.

1.1.2 Consultant shall schedule, chair, and prepare meeting agendas and notes for Project Development Team (PDT) meetings. The agendas are to be submitted to the City for review prior to the meeting. The notes will be distributed to all attendees, everyone who was invited, and the City's Project Manager within five (5) working days after the meeting. The notes will include, but not be limited to, a list of attendees with phone numbers and email, a synopsis of discussion items, any pertinent information, decisions made, action items, and follow-up to action items. Up to 4 PDT meetings are anticipated for this task.

1.1.3 Consultant shall attend and present information, as required, at meetings with the City's Project Team, with stakeholder groups, or before the City Council.

1.1.4 Consultant shall monitor the quality of all deliverables, calculations, and other work products. Consultant shall follow internal quality control procedures, including but not limited to a documented peer review and constructability review.

1.1.5 Consultant shall develop and maintain a project schedule, and shall provide the City with a monthly updated schedule that will be incorporated into the City's overall project schedule. The overall project schedule shall be maintained by the City.

1.2 RESEARCH RECORD INFORMATION. Consultant shall research existing record drawings, maps, and supplement with field surveying, as necessary, to determine existing conditions. Consultant shall provide a Report of Project Items based on the findings of this research and investigation of record information. The report, at a minimum, shall include, but not be limited to, the following:

- The report shall itemize the results of all research and investigation including cataloging the sources of information.
- Identify locations of potential conflicts or constraints that may impact the design of the project.
- Identify conflicts of potholed underground utilities and overhead improvements.
- Identify right-of-way, easement and environmental constraints.

1.3 AMENDMENT 3 SCOPE - PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for the oversight and day-to-day management of the project team. The additional work is primarily due to an extended project delivery schedule of over one year.

1.4 AMENDMENT 4 SCOPE - PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for the oversight and day-to-day management of the project team.

1.5 AMENDMENT 5 SCOPE - PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for the oversight and day-to-day management of the project team for an additional year in time. This increase in time is the consequence of the required revisions to the Fowler Road scope and related modification to permitting.

1.6 AMENDMENT 6 SCOPE: PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME.. The existing scope is modified to include the additional project management time required for oversight and day-to-day management of the project team for an additional 18 months. This extension is a consequence of the additional work related to environmental mitigation, permit application review periods and right of way negotiation duration.

LIST OF DELIVERABLES:

- ✓ Prepare Monthly progress reports with action item log and schedule update
- ✓ Up to 4 Meeting Agendas and Notes for meetings held at City office
- ✓ Bi-weekly PDT Phone Conferences Agendas and Notes
- ✓ Project ftp site instructions & QC checklists with milestone submittals

TASK 2: SURVEYING

2.1 FIELD SURVEYS AND TOPOGRAPHIC MAPPING. Consultant shall review the existing topographic mapping, boundary, right of way and easement mapping, and to fill in with additional surveyed data as necessary to complete the base map for design. The following work items shall be included:

2.1.1 Recover survey control from previous project work and establish new project survey network.

2.1.2 Review of preliminary title reports (approximately 18) as provided in Task 12.2. Review previous boundary and easement mapping for additions and changes since the previous mapping was completed.

2.1.3 Conduct research and field surveys as necessary to expand the boundary and right of way retracements as needed.

2.1.4 Amend existing boundary, right of way and existing easement mapping.

2.1.5 Conduct field surveys as necessary to expand or fill in the existing ground-based topographic mapping to accommodate the roadway design.

2.1.6 Prepare new base map for design.

2.1.7 Locate geotechnical borings on base map.

2.2 AMENDMENT 3 SCOPE. The additional work for topographic mapping is the largest component of additional survey work. This includes a substantial increase in the areas to be mapped as compared to the original areas contemplated.

Additional work is needed on Kellogg and Dearborn Avenues, Ward Drive, Highway 217, and additional effort to map storm drain and sewer manholes including coordination with Goleta Sanitation District for opening locked manholes and damaged manholes. Survey buildings and trees and add to the expanded base map. Additional surface area is needed on the Fowler Street alignment for more detailed mapping. Detailed mapping of buildings, door widths, hardscape, paving, striping and drainage features is required along the Ekwill Street alignment. Detailed tree location mapping is needed in the Pine Avenue area as well as staking to show the limits of anticipated construction. This work includes field and office time to provide updated base maps for all three locations (Ekwill, Fowler and Hollister).

Surveys for off-site biological remediation are needed. This work involves the coordination with environmental consultant and mapping of a potential off-site remediation area in the vicinity of Aero Camino and Hollister Ave.

Surveys for tree inventory are necessary. This work involves coordinating with the environmental consultant and processing tree locations and preparing tree inventory exhibits.

TASK 3: MATERIALS AND FOUNDATIONS REPORTS

3.1 GEOTECHNICAL STUDIES AND REPORTS. Consultant shall prepare a Materials and Foundations Report to support the design of the pavement structural sections, retaining walls and creek crossing structures (pre-cast arch culverts with natural bottom).

Report submittals shall be prepared in a format that is compatible with Caltrans design guidelines and reporting requirements for roadways and structures. A single Geotechnical Report that addresses geotechnical issues outside Caltrans right of way shall be prepared. A separate standalone Foundation Report shall be prepared for the retaining wall along the southbound off ramp for Caltrans review.

A location map showing proposed boring locations will be prepared, and the boring locations shall be marked in the field and underground service alert will be contacted. Proposed boring locations shall be checked against utility maps prior to marking in the field. Consultant shall obtain a permit from the City and Caltrans for field work that will be performed in the roadway.

The field exploration (borings) will be performed to obtain subsurface information for design of the roadway foundations. A tentative schedule for the field exploration program is summarized below:

Location	Field Exploration	Purpose
General Roadway	10 Borings to 10 feet	R-value samples, pavement design and culverts
Old San Jose Creek Bridges at Fowler Road and Ekwill Street	2 borings to 75 feet 2 CPT Soundings to 75 feet	Liquefaction, settlement and foundation analyses for bridge foundations
SB Off ramp Retaining Wall	2 borings to 75 feet ±5 CPT Soundings to 75 feet	Liquefaction, settlement and foundation analyses for retaining wall foundations and back slope area

The borings shall be drilled using a truck-mounted drill rig equipped with hollow stem augers. Borings will be sampled at approximately 5-foot intervals using standard penetration test (SPT) split spoon and modified California split spoon samplers. The borings shall be backfilled with the cuttings upon on the completion of drilling. Traffic control will be provided during for the field exploration work.

The field work shall include observation of existing drainage and concrete structures for obvious signs of corrosion, and near-surface soil samples will be obtained from proposed drainage improvement areas for corrosion testing in accordance with Caltrans test methods.

The geotechnical report specifically excludes the search for and evaluation of hazardous materials in soil, water or air, including aerially deposited lead outside of Caltrans' right of way. In the event that hazardous materials are encountered during field exploration, Consultant shall promptly report the contamination to the City. Investigation for aerially deposited lead within the Caltrans right of way is described in Task 5.2.

Laboratory tests shall be performed on selected samples obtained from the field exploration program to assist in the characterization of the geotechnical engineering properties of the materials encountered. Tests shall be performed for soil classification, compaction, shear strength, consolidation, corrosion and R-value.

Consultant shall prepare two draft reports for the project: a Geotechnical Report for the design of improvements on Ekwill and Fowler, and one for the retaining walls at the Hollister interchange for specific review by Caltrans. The draft reports will be submitted in Adobe portable document file (pdf) format for review by the City, Caltrans and the design team. Hard copies of the draft report will be provided, if requested. Graphics showing the site location, locations of field explorations, and interpreted subsurface profile along the alignment(s) shall be submitted with the report. Field and

laboratory data obtained from the geotechnical studies will be included in the reports. The reports shall contain professional opinions and recommendations regarding for the following:

- Slope inclinations for the design of cut and embankment slopes;
- Cuts and excavations associated with earthwork for the roadway approaches;
- Embankments including suitability of excavated materials for use as fill, moisture control, erosion control and drainage considerations, expansive soils, estimated settlement and special treatments to reduce settlement, if needed;
- Corrosion considerations for culverts and buried concrete structures (cement factors, pipe thickness, and need for coatings);
- Earthwork factors for onsite materials that are excavated and replaced as compacted fill;
- Structural sections for asphalt concrete pavements based traffic indices provided to us;
- Site geology, faulting and seismicity;
- Seismic design criteria for use with Caltrans design methods;
- Corrosion considerations for design of subsurface structures (minimum cement factors estimated in accordance with Caltrans guidelines);
- Suitable foundation types for the conditions encountered (such as spread footings, driven concrete or steel piles, CISS, or CIDH piles);
- Specified tip elevation, settlement, and size for suitable deep foundation types and class of pile loading considered (up to 2 pile types can be considered);
- Lateral capacity of single pile foundations for free-head and fixed-head conditions based on p-y analysis;
- Pile spacing and group reduction factors for vertical and lateral loads;
- Lateral earth pressures, spring constants, and passive pressure resistance for abutment design;
- Special considerations for approach fill settlements: allowable slope inclinations, waiting periods, and need for monitoring; and
- Construction considerations: need for dewatering, pile driving, CIDH pile construction, adjacent structures, temporary excavations, and shoring.

Consultant shall prepare the log of test borings sheets for the retaining wall at the Hollister/217 interchange. The sheets shall be prepared on Caltrans standard plan sheets for log of test borings. A copy of the LOTB shall be submitted with the draft Geotechnical Report.

Upon receipt of written comments, the comments will be addressed and incorporated into the final Geotechnical Report and Log of Test Borings. Four (4) hard copies and one Adobe portable document file (pdf) copy of the final report shall be submitted.

3.2 AMENDMENT 3 SCOPE. Additional work and cost are required for the acquisition of permits for exploratory drilling. Also, the cost of drilling is affected by having to reschedule work around the local business access needs.

Additional work is needed to provide recommendations and reporting for a soil nail wall along the 217 southbound off ramp. This wall is needed to support mainline SR 217 along the off-ramp to improve the roundabout approach geometry at the base of the off-ramp. The original scope of services assumed this would be a conventional gravity type wall, but the wall type was changed to soil nail after a value analysis of the original concept. Design of a soil nailed wall requires more extensive evaluations and analyses. The geotechnical engineering includes input regarding nail size, length, and spacing for different wall height ranges.

- Summary of subsurface soil and groundwater conditions along the proposed soil nailed wall alignment;
- Evaluation of geological hazards consisting of faulting and ground rupture potential, strong ground shaking and peak horizontal ground acceleration for liquefaction potential, seismic settlement, and a qualitative evaluation of lateral spreading hazards;
- Development of an ARS curve in accordance with Caltrans seismic design criteria;
- Development of up to 4 subsurface cross sections considered representative of changing wall heights and/or subsurface conditions;
- Evaluations of those representative cross sections with soil nailed reinforcement to achieve static and seismic slope stability;
- Recommendations for soil nail size, lengths and spacing required to support the vertical wall;
- Coordination with the design team to develop construction plans and details for the soil nailed wall;
- Discussion of corrosion potential and construction considerations; and
- Preparation of submittals with structure design calculation supporting the recommendations and independent design check calculations in accordance with Caltrans procedures.
- Preparation of a standalone Draft and Final Geotechnical Design Report for the proposed soil nailed wall at the southbound off-ramp of SR 217 at Hollister Avenue.

LIST OF DELIVERABLES

- ✓ Draft and Final Geotechnical Report (Fowler-Ekwill)
- ✓ Draft and Final Foundation Report (SB Off Ramp Retaining Wall)
- ✓ Four (4) Log of Test Borings Sheets
- ✓ Geotechnical design report for design of a soil nail wall in accordance with Caltrans guidelines

TASK 4: DRAINAGE REPORT

Consultant shall provide drainage analysis and overall drainage coordination for the project. This task involves understanding the hydrology and hydraulics of the area as well as local drainage issues.

4.1 DRAINAGE REPORT. Consultant shall prepare a report addressing the hydrology, hydraulic and drainage impacts of the project. Calculations and sketches of existing and proposed hydraulic structures shall be included in the report. The fact that the project crosses several different jurisdictions makes the development and completion of the drainage report more complicated than typical. Consultant shall provide a drainage report acceptable to the oversight agencies. There may be 4 different agencies providing oversight and/or approval of the document and plans, including:

- City of Goleta: City of Goleta storm water management plan and storm water pollution prevention guidelines will be used to develop the analysis and report.
- City of Santa Barbara: Portions of the work along Fairview Avenue and the Fowler Road roundabout are within City of Santa Barbara purview and require using City of Santa Barbara storm water management program standards and methodology. Storm water issues in these areas will need to be permitted through the City of Santa Barbara.
- County of Santa Barbara: Small portions of the Fowler Road roundabout and the northbound SR217 off ramp at Hollister Avenue may impact County of Santa Barbara jurisdiction. If this is indeed the case, storm water issues in these areas may need to be addressed in accordance with the County of Santa Barbara storm water management program.
- Caltrans: The SR217 off/on ramps at Hollister Avenue are also under Caltrans jurisdiction. Caltrans standards and methodology will be used for this area.

Likewise, these local agencies will also require that storm water quantity and quality project components be permitted through their departments under their plans/programs.

4.2 STORM WATER QUALITY. Storm water quality is a major component of any project that disturbs over one (1) acre of land. Water pollution elimination requirements and water quality expectations are continually evolving and becoming stringent with the review and approval processes becoming more rigorous. This is more complicated for this project due to varying and sometimes overlapping jurisdiction in regards to storm water quality. For this task, Consultant shall focus on three results:

- Design Recommendations & Review: Consultant shall provide drainage recommendations to the roadway engineers and will review the drainage plans for compatibility and conformance to the drainage report and the drainage needs.
- Permitting: Consultant shall prepare storm water permit applications and shepherd them through the various local agency processes.
- Water Pollution Control Plans: Consultant shall prepare water pollution control plan and specifications for contract documentation plan set.

4.3 AMENDMENT 4 SCOPE. STORM WATER QUALITY. The California Regional Water Quality Control Board has adopted new regulations for post-construction storm water treatment that were not assumed in the original scope of work. This additional effort is

necessary to .redesign the entire project to ensure the project retains and treats runoff prior to flowing into the receiving bodies of water (San Jose Creek, Old San Jose Creek or San Pedro Creek).

TASK 5: AERIAL DEPOPSITED LEAD STUDY

5.1 AERIALLY DEPOSITED LEAD TESTING. This task provides for testing for aerially deposited lead within Caltrans right of way. Geocon shall perform the sampling and testing under the direction of consultant. Geocon shall perform the following tasks:

- Prepare Health and Safety Plan.
- Prepare a workplan for Caltrans approval.
- Field Activities:
    - Advance up to 24 hand-auger borings at proposed ramp modification location
    - Collect four soil samples per boring at depths of 0, 0.5, 1, and 2 ft (total 96 samples)
- Laboratory Analyses:
    - 80 soil samples for Total Lead
    - 16 soil samples for CAM17 Metals
    - Up to 45 soil samples for Soluble (WET, DI-WET, or TCLP) Lead

LIST OF DELIVERABLES

- ✓ Draft Site Investigation Report
- ✓ Final Site Investigation Report

TASK 6: PERMITTING

6.1 PERMITTING SUPPORT. Under the direction of consultant, URS Corporation (URS) shall provide the work required to support the permit application process. The following scope of work describes the technical approach and methodology and lists deliverables.

Permitting-related tasks shall begin as soon as possible in 2012 to support a 2014 construction start date. The permitting scope of services is written according to the permits required. The first four permits are as follows:

PERMIT 1 COE SECTION 404 PERMIT

PERMIT 2 SECTION 7 CONSULTATION (FHWA)

PERMIT 3 CCRWQCB SECTION 401 CERTIFICATION PERMIT

PERMIT 4 CDFG SECTION 1602 PERMIT

These four permits and approvals are addressed together since the content of the permit applications is substantially similar, and each application requests that copies of the others be included as attachments. Identical submittal packages (on CD) containing the permit applications and all required attachments for submittal to all three agencies shall

be prepared and submitted to the City. Section 7 consultation, which is required to obtain the Section 404 Permit, is also addressed in this section.

The following authorizations are required due to the project's proposed impacts to jurisdictional waters and streambeds and are briefly described here:

PERMIT 1 AND PERMIT 2

SECTION 404 PERMIT. Authorization under Section 404 of the Clean Water Act (CWA) is required for activities involving a discharge of fill material into Waters of the U.S., and is administered by the COE. Because the project's impact to waters is minimal, streamlined authorization under Nationwide Permit (NWP) 14, which authorizes discharges for linear transportation projects, will be appropriate.

PERMIT 3

SECTION 401 WATER QUALITY CERTIFICATION. Section 401 of the CWA requires that an applicant for a federal permit to discharge fill material into Waters of the U.S. (such as a CWA Section 404 permit) must also obtain a state-issued certification that the discharge would not violate state water quality standards. In the project region, Section 401 Water Quality Certifications are issued by the Central Coast RWQCB.

PERMIT 4

CALIFORNIA FISH AND GAME CODE SECTION 1602 -- STREAMBED ALTERATION AGREEMENT. Under Section 1600 *et seq.* of the California Fish and Game Code, activities that would divert, obstruct, or substantially alter a streambed must be authorized through a Streambed Alteration Agreement from the CDFG. Permit applications to the COE, CCRQCB, and CDFG shall include (on CD) the project's Mitigation Plan, Final EIR, the Natural Environment Study (NES) and the NES Addendum, the Federal Highway Administration's (FWHA's) Section 7 consultation letter, and documentation that Section 106 consultation has been completed.

TASKS FOR PERMITS 1 - 4

6.1.1 PRE-APPLICATION MEETINGS AND SITE VISITS. The URS environmental project manager and environmental task leads shall attend a pre-application meeting/site visit at the City of Goleta with the COE and CDFG.

6.1.2 PREPARE COMPENSATORY MITIGATION PLAN. A Compensatory Mitigation Plan is required to accompany all Section 404 permit applications. To reduce redundancy and simplify the implementation phase of the project, URS shall integrate the Compensatory

Mitigation Plan into the biological mitigation plan required by EIR Mitigation Measure NA-1.

6.1.3 PROVIDE DOCUMENTATION THAT CALTRANS HAS COMPLETED NATIONAL HISTORIC PRESERVATION ACT SECTION 106 CONSULTATION. The COE 404 permit application will include documentation that Caltrans has completed Section 106 consultation with the California Office of Historic Preservation (OHP) in accordance with the January 1, 2004, *Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California.*

URS shall provide the COE with Caltrans and OHP correspondence to demonstrate that no further Section 106 consultation by the COE will be necessary. This correspondence will consist of the November 23, 2009 letter from Caltrans to the OHP and the April 19, 2010 letter from the OHP to Caltrans.

6.1.4 RESPONSES TO AGENCY COMMENTS. The COE, CDFG and/or the CCRWQCB may comment on the permit applications. For example, they may want to refine or modify measures in the project's Mitigation Plan. Under the direction of CONSULTANT, URS shall review all comments, coordinate with the City and CONSULTANT, and provide responses as directed.

6.1.5 AMENDMENT 4 SCOPE. PERMITS 1 THROUGH 4. Additional effort related to Permits 1 through 4 includes:

- Potential changes to the Devereux Creek Restoration Plan as a result of butterfly habitat and habitat restoration beneath eucalyptus tree canopy.
- Potential changes in impact mitigation ratios. Currently the mitigation ratios are at 3:1 for permanent impacts and 2:1 for temporary. If these ratios are increased through permit conditions, a new or supplemental restoration site will be required to be designed.
- The path to obtaining Coastal Commission and Local CDP Permits will ultimately require a substantial amount of support activities to the City

LIST OF DELIVERABLES, PERMITS 1 - 4

URS shall prepare a single submittal package containing the following major deliverables:

- Mitigation Plan incorporating the Compensatory Mitigation Plan
- Completed Nationwide Section 404 Permit Checklist
- Completed Section 401 Water Quality Certification Application

- Completed Notification of Streambed Alteration Agreement
- Responses to agency comments, including revisions to the Mitigation Plan

PERMIT 5 CALIFORNIA COASTAL COMMISSION (CCC) COASTAL DEVELOPMENT PERMIT (CDP)

6.1.5 PRE-APPLICATION MEETING WITH CCC. The City may informally consult with CCC staff as early as possible and meet face-to-face with CCC's Ventura office staff. All communication with the CCC shall be through the City unless CONSULTANT is specifically directed by the City to contact the CCC. The City will inform CONSULTANT as to the discussions and comments from the CCC that affect the permit application.

6.1.6 ATTEND A SITE VISIT WITH CCC STAFF AND PROJECT BIOLOGISTS. The team lead biologist(s) shall attend a meeting with the City and CCC staff to present the adequacy of proposed mitigation measures, including mitigation ratios. The team biologist shall note feedback on impacts and mitigation measures, identify outstanding concerns and recommendations, and verify what the City wants to include in the CDP application. Consultant shall provide the City with the NES and Addendum, including the most current color set of relevant maps and figures, for transmittal to the CCC staff.

6.1.7 PREPARE A STAND-ALONE SUMMARY OF KEY CCC ISSUES OF CONCERN FOR INCLUSION IN THE CDP APPLICATION PACKAGE. The summary shall address issues brought up by CCC staff during the pre-application meeting and site visit. This summary will provide CCC staff with a summary version of the EIR and technical studies in order to accelerate the staff's understanding of the project and its impacts and mitigation measures. The summary shall include a simple table identifying where more detailed information can be found in the EIR and technical studies. The summary shall be delivered to the City for transmittal to the CCC.

6.1.8 PROVIDE TECHNICAL INPUTS TO SECTIONS OF THE CDP APPLICATION. The package shall include the EIR and key technical studies. Consultant shall provide technical inputs that relate to environmental issues with the CDP application.

6.1.9 PROVIDE TECHNICAL RESPONSES TO CCC STAFF COMMENTS ON THE CDP APPLICATION. The CCC shall provide a formal written response to the City's CDP application within 30 days indicating if the application is deemed complete. If deemed complete this task will not be needed. If it is not deemed complete, the CCC shall request additional information.

Consultant shall review the CCC completeness letter and provide the City with additional technical information, if needed. Consultant shall review CCC comments, outline responses, and identify responsible parties to address each comment. It is assumed that the City shall handle the direct communication and coordination with the CCC for the CDP.

6.1.10 REVIEW CCC STAFF REPORT AND ATTEND THE CCC PUBLIC HEARING. Once the application is deemed complete, CCC staff shall complete its analysis and issue a staff report. The staff report either would recommend conditions of approval or recommend project denial. Consultant shall review the staff report for inaccuracies or conditions of approval that may be problematic.

6.1.11 AMENDMENT 3 SCOPE. The scope of the work related to securing the CCC Permit has expanded enormously due to the requirements of the California Coastal Commission application review process. This scope has expanded well beyond the original scope, and includes alignment studies that in turn have an effect on other tasks. Three firms are impacted by the permitting process: DHA, MNS and URS. The scope has expanded in the following ways:

Participation in multiple planning and strategy meetings and conference calls with the City and others.

Development of a new regulatory-based approach to assessing impacts to support the statement that the Project would not have an effect on coastal wetlands (By URS).

Technical inputs towards City submissions to the CCC, and participation in meetings with City staff and the CCC to discuss submissions (DHA, MNS and URS)

Conducted multiple GIS-based analyses and re-analyses of impacts of the project and design alternatives (DHA, MNS and URS)

Conduct new comprehensive biological surveys and GIS mapping (by URS):

- New vegetation community mapping
- New native tree inventory
- New raptor surveys
- New delineations of jurisdictional waters

Prepare a new comprehensive 150-page Biological Resources Report in response to a request for information from the California Coastal Commission to the City of Goleta. As requested by the Coastal Commission, this report would presents the findings of new and updated project-wide biological surveys and studies that were conducted in 2013 and 2014, summarizes all previous surveys, and prepared new biological impact analyses and maps and figures. It would also include a comprehensive regulatory setting.

Conduct an additional breeding bird survey and floristic survey to be conducted in April, 2014.

6.1.12 AMENDMENT 4 SCOPE. PERMIT 5. Additional effort related to Permit 5 includes extensive additional support activities such as exhibit preparation, condition compliance, and other technical support for the City related to securing the Coastal Permit through the Coastal Commission.

LIST OF DELIVERABLES – PERMIT 5

Consultant shall prepare:

- Memorandum documenting CCC comments made during the site visit and the pre-application meeting.
- Summary of key CCC issues and related project information that would be included with the CDP application.
- Environmentally related technical inputs to sections of the CDP application
- PowerPoint inputs (environmental data for a CCC presentation, if warranted)
- Written responses to CCC comments and data requests
- Written evaluation of recommended conditions of approval in the CCC staff report
- Biological Resources Report

PERMIT 6 CITY OF SANTA BARBARA COASTAL DEVELOPMENT PERMIT (CDP)

A CDP from the City of Santa Barbara will be required to develop the project. A portion of the proposed development is located within Santa Barbara's adopted Coastal Plan for the Airport and Goleta Slough. The CDP is a discretionary action requiring a public hearing and Planning Commission approval. Planning Commission approvals are appealable to the City Commission.

Santa Barbara's CDP application process shall include:

- Complete a Master Application
- Complete the CDP Application
- Complete the Development Application Review Team (DART) Submittal Packet

The DART application shall include the following applicable components:

- A letter from the project applicant requesting a CDP for development of a roadway and associated improvements within the Old San Jose Creek riparian corridor, a description of the project components (Road width, bridge, lighting etc.), construction cut and fill and import and export, discussion of surrounding land uses, and, if requested, a visual aid submittal packet.

- An application packet that includes a CD with copies of the Final EIR and relevant technical studies.
- A summary of proposed demolition and construction activity (e.g. duration of proposed grading).
- The DART application requires inclusion of a project justification, detailing issues that remain to be resolved for the development of the project.
- Hydrology calculations will be required to show how site drainage is being transmitted through the property unless waived by the Public Works Engineering Division staff.

A total of ten (10) copies of the plans must be submitted according to the City's Project Plan Requirement's. Plan set size and content requirements are listed in the DART application. The DART process usually has a 30-day review process with City of Santa Barbara Staff. Should additional information be required before the application can be deemed complete, the application may be placed on hold until such information is provided.

TASKS ASSOCIATED WITH PERMIT 6

6.1.11 PRE-APPLICATION MEETING. Consultant shall attend a pre-submittal meeting with City of Santa Barbara staff to determine if DART application requirements can be streamlined because the project EIR has already undergone environmental review by the City of Santa Barbara staff.

6.1.12 IDENTIFY RESOURCES, IMPACTS, MITIGATION MEASURES ON AIRPORT PROPERTY. Consultant shall develop a stand-alone summary of relevant portions of the FEIR, including environmental resources on Airport property, impacts, and mitigation measures using existing data, figures and field mapping. City Staff shall coordinate and submit the Master Application, CDP and DART applications to the City of Santa Barbara.

6.1.13 RESPONSE TO DATA REQUESTS. Consultant shall respond to comments and data requests as needed.

6.1.14 CITY OF SANTA BARBARA CDP SITE VISIT. The CONSULTANT environmental manager and lead biologist shall attend a site visit with the City of Santa Barbara staff and Planning Commissioners in support of the DART application.

6.1.15 REVIEW PRT STAFF REPORT PRIOR TO PLANNING COMMISSION. The PRT shall review project materials and issue a staff report to the City of Santa Barbara's Planning

Commission. Consultant shall review the PRT staff report and identify any inaccuracies or problematic conditions of approval.

6.1.16 ATTEND CITY OF SANTA BARBARA PLANNING COMMISSION PUBLIC HEARING. CONSULTANT staff, as approved by the City, shall attend the City of Santa Barbara Planning Commission public hearing.

6.1.17 ARCHAEOLOGICAL STUDY ON AIRPORT PROPERTY (OPTIONAL TASK). The *Master Archaeological Resources Assessment for the Santa Barbara Municipal Airport* (2010) requires subsurface archaeological survey along the western portion of the Fowler Road Extension for any areas subject to deep construction impacts (>24-inches below ground surface). No archaeological investigation will be required if the project impacts are restricted to the upper 24-inches of the soil column.

This task is based on the assumption that future utilities may be placed in a four-foot deep trench running along the Fowler Road Alternative. This study is described in the EIR as mitigation measure CUL-3.

Based on Figure 6-1 of the *Master Archaeological Resources Assessment for the Santa Barbara Municipal Airport* (2010), Consultant shall conduct subsurface archaeological testing along the Fowler Road Alternative from the west bank of Old San Jose Creek to the west side of the project roundabout along Fairview Avenue, a distance of approximately 120 meters. A qualified archaeologist shall conduct the backhoe testing project to determine if archaeological remains are present and, if present, are potentially intact. As required, excavations will be monitored by a Native American monitor. Six backhoe trenches spaced approximately at 20 m intervals will be excavated. It is assumed that subsurface testing can be limited to a depth of four feet below existing grade. The upper two feet will be excavated in one lift unless intact artifacts are noted. Excavations deeper than two feet would be excavated in 6-15-inch lifts. Trench spoils and sidewalls would be inspected for artifacts. Consultant shall obtain an encroachment permit from the City of Goleta, if needed.

Prior to fieldwork, an updated site record search will be conducted for the footprint of the Fowler Road Alternative. This record search would be limited to discovering any new data that has been recorded since the most recent Ekwill/Fowler record search was conducted.

Assuming no artifacts are found, a negative survey will be documented in a brief letter report that incorporates by reference the background information contained in the project's Archaeological Survey Report. Evidence of the new record search and a map of the subsurface survey location would be completed. The report will follow the City of Santa Barbara requirements.

LIST OF DELIVERABLES – PERMIT 6

- A summary of the project description, impacts on Airport property, and mitigation measures
- Master Application technical information
- CDP Application technical information
- Technical information memorandum for the Development Application Review Team (DART) Submittal Packet
- A CD or hard copy of all relevant technical studies (Final EIR, NES, Etc.)
- Written evaluation of recommended conditions of approval contained in the City of Santa Barbara's PRT staff report
- Phase 1 Subsurface Archaeological Survey Letter Report

PERMIT 7 SANTA BARBARA COUNTY AIR POLLUTION CONTROL DISTRICT (SBCAPCD) PERMIT OR EXEMPTION

6.1.18 Consultant shall provide the City with a memorandum identifying equipment usages for the project permit application.

LIST OF DELIVERABLES - PERMIT 7

- Technical memorandum

6.1.19 AMENDMENT 5 SCOPE. PERMITS 1 THROUGH 5. Additional effort related to Permits 1 through 5 includes:

DHA and subconsultant URS will make changes to the environmental documents as needed to initiate a NEPA revalidation, revise resource agency permit applications for all four permits (US Army Corps of Engineers – USACOE, California Dept of Fish and Wildlife, Regional Water Quality Control Board, California Coastal Commission), and revise the Compensatory Mitigation Plan. For the CEQA revisions, URS will if requested, prepare an addendum to the EIR and update the applicable technical studies. In addition, DHA will continue with support for the Coastal Development Permit.

DHA will assist URS in completing the revisions to the environmental permits due to the Fowler Road revisions and provide URS with modified project impact limits (temporary and permanent impacts) that are needed to update the various permits.

DHA will provide assistance in completion and submittal of the Coastal Commission Coastal Development Permit. This work is anticipated to include revisions to various exhibits, as well as providing assistance with revisions to report narratives. A large portion of Task 16 involves DHA assisting URS in preparing the final response to RWQCB comments.

TASK 7: CITY OF SANTA BARBARA COORDINATION

7.1 CITY OF SANTA BARBARA DART COORDINATION. Consultant shall prepare project plans, technical specifications, and special provisions for review by the City of Santa Barbara Development Application Review Team (DART) at each submittal milestone. Comments received from the City shall be logged and responses to each comment will be prepared.

7.2 AMENDMENT 3 SCOPE. Coordination with the City of Santa Barbara has expanded to include alternatives analysis for the airport Runway Protection Zone. The task includes the preparation of a letter report to the airport for submission to the FAA.

TASK 8: 35% PS&E

8.1 CONCEPTUAL DESIGN. The conceptual design phase shall include approximately 35% complete design plans with typical sections. The plans will show the preliminary layout of roundabouts, proposed turn lanes, locations of utility poles, utility boxes, drainage culverts, etc. Proposed right-of-way acquisitions will be identified based on the need to accommodate additional traffic lanes and roadway widening, cut and fill slopes, utility relocations, retaining walls, precast arch culverts with natural bottoms, etc.

The Preliminary Design shall also include an analysis of vertical and horizontal curve transitions to the existing roadway profile and alignment and specific safety requirements, such as design speed and sight distance, and preliminary grading requirements for the roadway embankment. Evaluate and recommend potentially less costly alternatives where feasible.

At the conclusion of the 35% design phase, the consultant shall provide CAD files showing the required configuration of Hollister Avenue over San Jose Creek to the City's consultant responsible for the design of the replacement bridge, eliminating the need for a separate bike/pedestrian bridge upstream of the existing structure.

Consultant shall perform testing, calculations, and analysis necessary to achieve project goals according to City, Caltrans, and industry standards.

8.2 PREPARE CONCEPTUAL PLANS. The consultant shall produce conceptual plans at 1" = 20' scale. Additional information to be indicated at this stage will include the base map data from field survey and records research, facility sizes, roadway dimensions, and rights-of-way, and presenting plan, elevation and section views of the proposed improvements along with all existing facilities.

8.3 PRELIMNARY COST ESTIMATE. Consultant shall prepare an initial construction cost estimate based on all anticipated construction items and estimated quantities from the general plan facility dimensions. Consultant shall revise and resubmit preliminary cost estimates as the project progresses at the 65%, 95% and Final stages.

8.4 SUBMIT 35% PLANS. Consultant shall perform quality control on all submittals.

LIST OF DELIVERABLES

- See below

TASK 9: 65% PS&E

9.1 ROADWAY IMPROVEMENT PLANS. The design shall conform to requirements of the City of Goleta and the Caltrans LAPM.

The roadway improvement plans and striping and signing plan shall also be in accordance with the current Caltrans Standards and City of Goleta standard plans or standards approved by the City of Goleta Director of Public Works. Existing utilities shall be indicated in the plan view. These plans will be prepared at 1"=20' scale, on 24" x 36" improvement plan sheets, and will consist of:

- Detail/Typical Cross Section Sheets - include typical sections and other details as required.
- Roadway Improvement Plans - includes plans for the proposed roadway widening and associated improvements. Plans shall provide for roadway improvements in accordance with the City's recommendations. The roadway improvement plan shall consist of a plan and profile format that will also indicate the grading requirements in the plan. The construction drawings shall include all drainage and roadway structural details, slope revetment or lining, and design cross sections.
- Any new striping is to extend a minimum of 100 feet beyond the construction limits.
- Cross Sections - includes roadway cross sections based on the previously prepared field survey at 50-foot intervals showing the proposed roadway widening improvements. Cross sections are considered necessary to properly design the improvements and to establish the earthwork volumes and extent of construction or reconstruction beyond the existing right-of-way lines onto private property, where and if necessary. The cross sections and cut and fill quantities will be computer generated and will be included with the bid set.
- Special layout and construction details as required.
- Temporary traffic control and construction staging plans.
- Driveway profiles where work will extend beyond the public right-of-way limits. The profile shall be extended as required for a transition to the existing driveway.
- Retaining walls and precast arch culverts with natural bottoms.
- The Plans, Specifications, and Estimate must be prepared in accordance with Caltrans current CADD Users Manual, Plans Preparation Manual, and Caltrans practices, as well as conform to the City of Goleta's standards and practices.

9.2 AMENDMENT 3 SCOPE. The existing scope is modified to include the additional work for alternatives analysis resulting from the Coastal Development process and optimization of the roundabout designs that greatly improve the operational

characteristics of the project. Other redesign work is necessitated by the decision to replace the Hollister Avenue Bridge, which provides an opportunity to greatly improve the roadway geometry on Hollister Avenue.

9.3 AMENDMENT 4 SCOPE. The existing scope is modified to include the additional work for the Caltrans directed realignment and related redesign of the soil-nail retaining wall required at the southbound off-ramp of SR 217. Additional work is also required for design assessments related to the FAA recommendations regarding the Fowler Road encroachment into the Runway Protection Zone of the Santa Barbara Airport.

LIST OF DELIVERABLES

- See below

TASK 10: 95% PS&E

10.1 UPDATE ROADWAY PLANS. A submittal of 95% PS&E shall be made to the City. The submittal shall include the plans, specifications and estimate. Five sets of 11x 17 plans with a set of special provisions and the Engineer's Estimate prepared for the 35% submittal shall be reviewed and updated as necessary. Consultant shall perform an independent QA/QC review of the 95% plans, specifications and estimate and incorporate appropriate revisions prior to submittal to the City. Specifications will be prepared in Microsoft Word and the estimate will be prepared in Microsoft Excel.

LIST OF DELIVERABLES

- Five (5) sets of the 95% Plans on 11" x 17"
- Five (5) hard copies of the special provisions
- One (1) electronic copy of the special provisions in Microsoft word format
- Five (5) hard copies of the updated combined "estimate of probable costs"
- One (1) electronic copy of the "estimate of probably costs" in excel format

Hollister Avenue/SR-217 Interchange Modifications,
Ekwill Street & Fowler Road Extensions
List of Anticipated Plan Sheets

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
T	1	Title Sheet	X	X	X	X
G	1	General Notes		X	X	X
CC	3	Construction Control plan		X	X	X
XS	1	Ekwill Street typical sections	X	X	X	X
	1	Kellogg Ave typical sections	X	X	X	X
	2	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps typical sections	X	X	X	X

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
	1	Fowler Road/Fairview Avenue typical sections	X	X	X	X
L	5	Ekwill Street roadway layout	X	X	X	X
	1	Pine Ave roadway layout	X	X	X	X
	1	Kellogg Avenue roadway layout	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway layout	X	X	X	X
	4	Fowler Road/Fairview Avenue roadway layout	X	X	X	X
P	5	Ekwill Street roadway profile	X	X	X	X
	1	Pine Ave roadway profile	X	X	X	X
	1	Kellogg Avenue roadway profile	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway profile	X	X	X	X
	4	Fowler Road/Fairview Avenue roadway profile	X	X	X	X
CD	3	ADA ramps, misc.		X	X	X
	5	Roundabout layout/grading		X	X	X
D	5	Ekwill Street drainage plan		X	X	X
	1	Kellogg Avenue drainage plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps drainage plan		X	X	X
	4	Fowler Road/Fairview Avenue drainage plan		X	X	X
Code	Quant	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
D	2	Old San Jose Creek culverts (assumed precast arches)		X	X	X
	6	Drainage profiles		X	X	X
	2	Drainage details		X	X	X
	4	Drainage quantities		X	X	X
WPC	5	Ekwill Street water pollution control plan		X	X	X
	1	Kellogg Avenue water pollution control plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps water pollution control plan		X	X	X
	4	Fowler Road/Fairview Avenue water pollution control plan		X	X	X
	2	Water Pollution Control details		X	X	X
	4	Water Pollution Control quantities		X	X	X
U	5	Ekwill Street utility plan	X	X	X	X
	1	Kellogg Avenue utility plan	X	X	X	X

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
	4	Fowler Road utility plan	X	X	X	X
	8	Hollister Avenue utility plan	X	X	X	X
SC	3	Ekwill Street RBA staging	X	X	X	X
	4	Hollister Ave RBA staging	X	X	X	X
	3	Fowler Road RBA staging	X	X	X	X
TH	4	Ekwill RBA traffic handling		X	X	X
	1	Kellogg Ave traffic handling		X	X	X
	12	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps traffic handling		X	X	X
	4	Fowler Road traffic Handling		X	X	X
PD/S	5	Ekwill pavement delineation & sign plan		X	X	X
	1	Kellogg pavement delineation & sign plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps pavement delineation & sign plan		X	X	X
	4	Fowler Road/Fairview Avenue pavement delineation & sign plan		X	X	X
	2	Pavement delineation & sign details		X	X	X
	4	Pavement delineation & sign quantities		X	X	X
PP/IP	5	Ekwill landscaping and irrigation plan	X	X	X	X
	1	Kellogg landscaping and irrigation plan	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps landscaping and irrigation plan	X	X	X	X
	4	Fowler Road/Fairview Avenue landscaping and irrigation plan	X	X	X	X
	2	Landscaping and irrigation details		X	X	X
Code	Quant	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
PP/IP	4	Landscaping and irrigation quantities		X	X	X
E	2	Hollister/Kellogg Traffic Signal Mod		X	X	X
	3	Street lighting plan and details		X	X	X
S	2	Pre-Cast Culvert Foundation Plans		X	X	X
	4	Retaining Wall Plans		X	X	X
	220	**TOTAL**				

10.2 AMENDMENT 3 SCOPE. The extra work in this phase is a continuation of the work resulting from the same issues in Task 9.1 for that portion of the work that had been advanced past the 65% level.

10.3 AMENDMENT 5 SCOPE. The Fowler Road Extension Project was originally designed to extend out to Fairview Avenue on the west. Due external issues the City has directed DHA to reduce the project limits of Fowler Road to terminate at future Technology Drive. The project will follow the same horizontal alignment, with the addition of a knuckle at the Technology Drive intersection. The vertical profile design and roadway drainage design will need to be revised to best fit the new project layout. The revised drainage design will include re-grading the existing ditch out to Old San Jose Creek. This scope change will require revisions to the already well advanced 95% design for Fowler Road, including the modifications of many plan sheets specifications and estimate.

10.4: AMENDMENT 5 SCOPE. ADDITIONAL SUBMITTAL TO CALTRANS.

The project was originally scoped for three submittals to the City during Final Design: 65%, 95%, and a Final Submittal. The original scope included a 65% PS&E submittal for Caltrans Local Assistance review. Caltrans is now requiring a draft of the final submittal, i.e., a 100% PS&E Submittal. This new submittal will include Caltrans design review of all three portions of the project: the Hollister Avenue/Route 217 Roundabouts, the Ekwill Street Extension, and the Fowler Road Extension.

TASK 11: FINAL CONTRACT PACKAGE

11.1 ENGINEERS ESTIMATE. Consultant shall prepare an accurate and reliable Engineer's Estimate to be included in the bid documents. Consultant shall provide a construction quantity and cost estimate with each submittal of plans. The unit costs will be based upon the most current cost information for recent similar projects in the area compiled by the consultant. Consultant's final construction cost estimate will be based upon, and in agreement with, the final items of work with estimated quantities.

11.2 FINAL PROJECT PLANS. The design deliverables will include, but not be limited to: Providing final improvement Plans on Mylar ready for advertising and bidding, along with "camera-ready" Specifications (including appendixes), and a complete Engineer's Estimate, all wet seal stamped and signed by a licensed California Civil Engineer. Final plans shall be submitted on Mylar sheets 24" x 36" in size, to a 1"=20' horizontal scale. The final plans and specifications shall be delivered to, and become the property of, the City of Goleta.

The design and scope of services shall also include: complete and detailed estimate of quantities; construction cost estimate; answers to all questions regarding the design during the design review process; review of the project site to ensure that the Plans are drawn correctly; and attendance at project related meetings.

11.3 CONSTRUCTION SCHEDULE. Consultant shall calculate the amount of liquidated damages and determine the length of time in working days for construction.

11.4 FINAL SPECIFICATIONS. The City will provide the consultant with its boilerplate Specifications and Technical Provisions in Microsoft Word format.

Consultant shall be responsible for compiling the Project Specifications which are to be based upon the latest Caltrans Standard Specifications and the latest Caltrans Standard Special Provisions shall be incorporated into the bid documents. Consultant shall provide a write up for the project specific scope of work in the Technical Specifications. The Specifications shall be signed and "wet sealed" by consultant's Civil Engineer registered in the State of California, which will constitute a certification that they are complete and ready for bidding purposes and awarding of a contract for construction of the improvements.

11.5 SUBMITTALS:

Consultant shall submit three (3) sets of bound copies of the design drawings, including cross-sections, with each submittal for checking by the City, along with the previous red lined submittal prints. The design drawings should be as complete, accurate, and error-free as possible before Plan checking is considered, in order to reduce the number of Plan checks required and related costs therefore to the City and Consultant. Each submittal is to include documentation of QC checks completed by consultant prior to submission for City review. Submittals shall be at the 35%, 65%, and 95% and Final design stages.

- Consultant shall submit three (3) sets of the contract specification documents with each submittal for checking by the City, along with the previous check prints. A disk in Microsoft Word format containing the final Contract Documents shall be submitted to the City.
- The design shall include new improvements within existing State right-of-way or right-of-way to be acquired by the Project that will become State-owned improvements upon final completion of the Project. Consultant's design shall therefore require the review and approval of Caltrans. This review process shall be in accordance with Caltrans procedures. Consultant shall prepare, submit, and coordinate with Caltrans all required PS&E documents through final approval of the design on behalf of the City. The City will review all PS&E documents prior to their submission to Caltrans.
- Prepare RE File and Materials Information Handbook.

TASK 12: RIGHT OF WAY ENGINEERING

12.1 Right of way engineering tasks shall be performed primarily by MNS Engineering under the direction of consultant. This task is to prepare the required maps, legal descriptions, deeds, sketches, and back up data to support the right of way acquisition effort. The RW Engineering shall be performed per the Caltrans RW Manual. A Record of Survey shall be prepared for each of the three project locations as soon as the alignments are finalized. These maps will show the new roadway alignments and serve

not only as a way to retrace the corridors in the future, but also to make the legal description process much less tedious and time-consuming. The maps will also show all property monuments recovered in the retracement process allowing for the preservation of those locations.

12.1.1 Consultant shall prepare records of survey for each project location and file with the County Recorder. Monuments shall be set to facilitate recovery of the alignments and to serve as initial, local project control for construction.

12.1.2 Consultant shall determine the precise areas needed for permanent and temporary easements and for areas of interagency transfer. It is anticipated that approximately 33 permanent (private and interagency combined) fee or easements and 20 temporary construction easements (including 2 possible staging areas not yet defined) will be required.

12.1.3 Consultant shall prepare appraisal maps for each of the three project locations identifying the parcel number, owner, type of easement, size of easement and remainder size. Parcel numbers for State R/W changes will receive State-designated number. Parcel numbers for City of Goleta shall be assigned distinct numbers related to assessor's numbers, property addresses or other suitable system.

12.1.4 Consultant shall provide updates to the existing project Right of Way Needs spreadsheet to accompany the appraisal map for appraisal and acquisition agents.

12.1.5 Consultant shall prepare legal descriptions for each parcel to be acquired for temporary or permanent use.

12.1.6 Consultant shall prepare legal descriptions for existing easements to be quitclaimed to the City or State (if any).

12.1.7 Consultant shall prepare legal description and sketch for abandonment of Kellogg Place for use by the City in the abandonment and conveyance process.

12.1.8 Consultant shall prepare sketches for all non-state related acquisitions.

12.1.9 Consultant shall maintain separate parcel files for each acquisition containing information such as title reports, existing easements, descriptions of parcels to be acquired or relinquished, vesting deeds and basic parcel information.

12.1.10 Consultant shall coordinate with City of Goleta real property, City of Santa Barbara real property, Caltrans R/W, project engineer and appraisal and acquisition personnel and support them during the acquisition process.

12.1.11 Consultant shall prepare final R/W map for the Highway 217 corridor for filing by Caltrans.

12.2 Under the direction of consultant HJA shall obtain current updated preliminary title reports for the properties subject to acquisition.

12.3 AMENDMENT 3 SCOPE. Engineering for additional R/W work is needed:

The additional right of way work includes increasing the parcel requirements from an estimated 53 to an estimated 60 parcels. Several original parcels have been removed and replaced with right of entry permits, but still require the creation of the parcel legal descriptions. Several changes have been made to the alignments for Ekwill and Hollister, resulting in needs to change appraisal maps, legal descriptions, plats and closures and to conduct the QA/QC for each change.

Research and review of prior rights information provided by Goleta Water District to aid in the City's evaluation of GWD claims. Preparation of a Prior Rights Report

Additional survey work related to RW for staking proposed right of way limits for several parcels.

Prior Rights Research and correspondence, and underlying fee determination for portions of Kellogg Way and Kellogg Ave that may be included in property swap.

Coordination, meetings, changes and preparation of plats, legal descriptions, closures and review, signing and distribution for the additional parcels.

12.4 AMENDMENT 6 SCOPE: Revise right of way maps and legal descriptions to conform with the requirements by Caltrans.

TASK 13: RIGHT OF WAY APPRAISALS

Consultant shall oversee and direct Hamner, Jewell & Associates (HJA) in the appraisal and acquisition of right of way for the project.

13.1 Under the direction of consultant, HJA shall obtain appraisals from a state licensed real estate appraiser, prepared in conformance with state laws and Caltrans guidelines, as required to set the basis of right of way purchase offers to private property owners by the City. All appraisals shall be submitted to the City for review and pre-approval prior to purchase offer presentations. If project funding requires formal third party appraisal reviews, this proposal assumes Caltrans staff shall provide the required appraisal reviews. This scope does not include any appraisal of public lands held by City, County, County Flood Control, or State; it is assumed that appraisals will only be required for the acquisitions of private properties listed in Task 14.

13.2 AMENDMENT 3 SCOPE. The following parcels have been added since the original scope was prepared:

AP 071-130-062	Yardi/Torridan	This parcel was not on the original list but has been identified as requiring an acquisition. PTR and appraisal will be required. Entry coordination for project studies required.

AP 071-130-049	Goleta Business Park	This parcel was not on the contract list but has been identified as requiring an acquisition. PTR and appraisal are required.
AP 071-130-040	Towbes (TCP Pine)	PTR obtained for this parcel; access coordination for site studies performed. Additional permanent r/w acquisition sought. Appraisal may be required.
AP 071-140-053	Kunze	No PTR requested, TCE may be avoided however some coordination may be necessary in conjunction with driveway access.
AP 071-140-064	Giorgi	PTR requested for this out of scope parcel; evaluation support regarding Caltrans denial of access requirement.
AP 071-190-034	Kellogg Ave LLC	New TCE required for retaining wall construction; this parcel was not in the original contract scope of work. Assume TCE without an appraisal.
AP 071-190-035	SYCAL Properties	Right of Entry for Driveway conform added/required
AP 071-170-061	Himelsein	Right of Entry for Driveway conform added/required
AP 071-170-062	See Family Trust	Right of Entry for Driveway conform added/required
AP 071-170-063	Antonucci	Right of Entry for Driveway conform added/required
AP 071-170-064	Antonucci	Right of Entry for Driveway conform added/required
AP 071-140-068	Catalina Barber	Right of Entry for Driveway conform added/required
AP 071-140-056	Bottiani	Right of Entry for Driveway conform added/required

13.3 AMENDMENT 6 SCOPE: Revise and update appraisals for parcels affected by the changes resulting from Caltrans requirements to keep the Ekwill Fowler Project independent for right of way work.

TASK 14: RIGHT OF WAY ACQUISITION

Under the direction of consultant HJA shall prepare offer packages based upon the appraisals, for presentation to each involved property owner. Offer packages shall include an offer letter, Appraisal Summary Statement, proposed Acquisition Agreement, and Deed. Consultant shall present these documents for City review and pre-approval prior to presenting offers to property owners. Concurrently consultant shall seek Caltrans review and approval of the appraisals, prior to proceeding with making the purchase offers. If requested by the City, consultant shall have the limits of right of way acquisition staked in the field with lath and flagging to assist in visualizing the limits of the right of way being acquired. After offer presentation, consultant shall handle all follow up negotiations in pursuit of mutually acceptable amicable purchase agreements with each owner to finalize the property purchases. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, consultant shall coordinate with City and, if appropriate, with the City Attorney's office in conjunction with any required Necessity Hearing scheduling. For those on which we reach final agreements, we would process all documents for necessary approvals and coordinate escrows, title insurance, and closings. This project shall also require a residential relocation. Consultant shall provide relocation assistance in conformance with the California Government Code and, if federal funding is involved, in accordance with the provisions of the federal Uniform Act. Relocation assistance shall include interviewing tenants, providing required noticing, conducting market surveys to set benefit levels and identify potential replacement sites, present the tenant with referrals to potential replacement housing options, provide moving bid coordination, claim preparation and processing, and payment distribution and payment receipt documentation. Consultant shall also prepare a Relocation Plan in advance of making the property purchase offers and triggering relocation eligibility. Consultant shall draft any required Right of Way Certification.

Following is the list of parcels included in this proposal:

Assessor's Parcel Number	Owner	Type of Acquisition
071-130-051, -006	Mauracher	Partial
071-170-080, -083, and -079	University Properties	Partial and Full
071-170-082	Winnikoff Trust	Partial
071-130-023	McPage Enterprises	Partial
071-151-011	McLeans Auto Body & Paint	Partial
071-140-067 and -068	Catalina Barber Corp	Full/Exchange
071-090-078	DLC Enterprises	Partial
071-090-036	Newland	Partial (+ Relocation)
071-090-007	Islay Investments	Partial
071-140-046	Bottiani	Partial/ Exchange
071-330-009	Jurkowitz Trust	Partial

14.1 AMENDMENT 3 SCOPE. The original scope of services is amended to provide:

An independent fee reviewer to comply with Caltrans review appraisal requirements. (Original scope assumed Caltrans would provide this service).

Due to timeline differentials with obtaining environmental clearances and funding, the Newland and Bottiani parcels now have different appraisal and offer descriptions.

Acquisition for the parcels listed under Task 13.2 above.

14.2 AMENDMENT 4 SCOPE. The original scope of services is amended to provide:

- Additional effort related to unanticipated prolonged and complicated acquisition negotiations on several properties.
- Additional effort related to support services for the City's filing of a Resolution of Necessity for five parcels.
- Additional effort relayed to required revisions to existing appraisals for certain properties.

14.3 AMENDMENT 5 SCOPE. Due to the changes to the Fowler Road project, there is additional Right of Way work that must be completed. The new knuckle at the western end of Fowler Road at Technology Drive will require a small right of way acquisition as well as modifications to the Temporary Construction Easement at the same parcel. At this point in the project, the majority of the right of way work has been completed for the Fowler Road project, and escrow has closed for the Temporary Construction Easement. Additional work is therefore required to obtaining a Preliminary Title Report, Appraisal, and Acquisition. The additional effort includes work for subconsultant MNS for surveying to complete the appraisal map, and for subconsultant Hamner, Jewell & Associates to complete the appraisals and acquisition work.

14.4 AMENDMENT 6 SCOPE: Revise and update acquisition work for parcels affected by the changes resulting from Caltrans requirements to keep the Ekwill Fowler Project independent for right of way work. Extend the work required for ongoing negotiations with other parcels that have expanded into protracted negotiations.

TASK 15: UTILITY COORDINATION

Consultant shall provide utility coordination throughout the project in accordance with Chapter 13 of the Caltrans' Right of Way Manual as required. This task involves communicating the City's project to the utility owners within the project limits and working with them to complete their plans and relocations for those utilities that conflict with the proposed project. Anticipated work under this task is as follows:

15.1 VERIFY EXISTING UTILITIES: Collect available utility information and review the topographic base map in order to identify existing utilities. A utility base map shall be prepared and sent to utility owners for verification. Part of the verification process is to obtain additional utility information from the owners such as as-built record drawings and atlas sheets, as well as determining the facility's function.

Finally, the utility base map is revised using the utility owner provided items and information our team has developed over the course of the task.

- Utility Base Map: Prepare a utility base map to be used in conjunction with the topographic base map. Essentially, this base map documents the best available utility location information such as: USA markings; interpretation of as-built record drawings and utility atlas sheets; and pothole information.
- Utility Matrix: Prepare a utility matrix to organize and document in one location all the utility coordination activities including: owner; contact name, telephone and facsimile numbers; mailing and physical addresses; email addresses; dates and methods of communication; description of effected utility; method of conflict resolution, if any; status of relocation plans, if any; etc.

  This matrix is provided to the City and utility owners to provide a transparent understanding of all the utility locations, conflicts and issues to all potentially affected stakeholders. For example, often cable TV and telephone facilities are carried on electric poles. Using the matrix, the cable TV/telephone representatives can get a clear understanding of the project impacts to poles which they are on, but over which they have little to no control over.
- Utility Letter A (Verification) Package: Letter, matrix and associated plans that outline the proposed design and right-of-way, and existing utilities as mapped in the field. This letter puts the utility owner on notice that the City is intending to construct a project that may affect their facilities.
- As-Built Record Drawings: A primary function of the Utility Letter A is to gather and incorporate into the utility base mapping any utility owner record drawings or other pertinent information.

15.2 POSITIVE IDENTIFICATION AND DETERMINATION OF LIABILITY: Prepare and execute a potholing plan to provide positive identification and location of utility facilities that may conflict with the project.

High-risk vs. low-risk utility facilities will also be identified.

- Potholing: Obtaining positive location information of underground utilities that may be in conflict with the proposed project improvements, and all high-risk utilities within the project limits. The potholes will be surveyed and added to the project topo maps. Since the exact number of potholes cannot be determined in advance, consultant has assumed approximately two full days of potholing activity will be needed.
- Utility Letter B (Request for Relocation Plans) Package: Letter, updated matrix and associated plans that identify potential utility conflicts and approximate relocation schedules. This is a formal coordination letter that identifies the relocation work and schedule required to complete the relocations. Packages shall be sent to all utility owners within the project limits – regardless of potential conflict or not – in order to provide transparency of all utility coordination.

- Relocation Parameters: Provide utility relocation parameters for utility owner relocations plans.

15.3 COORDINATE RELOCATION: Coordinate any and all modifications, changes, or relocations of existing underground and/or overhead utilities with respective utility companies. Where feasible, every effort shall be made to complete any and all modifications, changes, or relocations of existing underground and/or overhead utilities prior to construction.

Should the utility companies or the City decide to underground existing overhead utilities as part of the relocation, or desire the installation of conduits for future undergrounding or expansion of their facilities, Consultant shall work with the respective utility companies to incorporate their design into the plan set and assist in the development of cost sharing between the utility companies and the City in the utility relocation agreements for the additional cost of trenching, conduits, vaults, etc. associated with the undergrounding. The design of any "dry" utilities (overhead or underground) is not a part of this scope of work.

This scope of work assumes that the City shall prepare any utility relocation agreements.

Schedules and progress reports for utility efforts shall be prepared. Plans and cost estimates provided by the utility companies shall be reviewed and recommendations shall be made.

- Field Meetings: Attend field meetings with utility owner representatives.
- Utility Specifications: Prepare special provisions relating to utility coordination during construction including timing and duration of construction windows for utility relocations performed by owner's forces.
- Utility Plans: Finalize utility plans for contract documentation plan set.
- Utility "C" Letter (Notice to Owner) Package: Letter, updated matrix and final project plans that show location and elevation of existing utility and the proposed utility relocations. This letter satisfies the requirements in regards to utility conflicts.
- RE Pending File: The last step of this task is to provide documentation of the utility coordination effort for the City and the RE Pending file. This will provide the City with

15.4 AMENDMENT 3 SCOPE. Expanded utility coordination due to the presence of several mainline trunk utilities that run along Hollister Avenue. Utility relocation efforts for these facilities are going to require additional potholing (20 original vs. 60 now), along with intensive coordination to accomplish the staged construction on Hollister Avenue.

15.5 AMENDMENT 5 SCOPE. The utility coordination process has proven to be much more extensive than originally scoped. The level of coordination and utility design for the Hollister Avenue/Route 217 Roundabouts has proved to be more extensive than

originally scoped and requires extension additional coordination with the Hollister Avenue Bridge project, as well. Amendment 5 addresses the additional work by DHA to complete the utility coordination for the project.

Temporary traffic signal staging plans have expanded to four stages of construction with multiple signal head moves for each stage. Consequently, DHA will secure a new electrical subconsultant (Y&C) to prepare up to an additional 18 plan sheets to accommodate the various stages of construction for the signals and street lights.

15.6 AMENDMENT 6 SCOPE. Continue coordination with the owners of affected utilities. This coordination will be on-going throughout the remainder of the design project. The work includes coordinating final relocation plans with utility owners, and assisting the City with utility agreements, and preparing the final utility relocation letters. Upon receipt of comments on the 95% submittal package, facilitate a review session with the City to discuss review comments and resolve any conflicting comments.

Revise the plans to delete the Caltrans style lights and add custom street lights in the City right of way. Modify technical special provisions to address City comments, changes to the plans, or unique revisions and coordinate them with the City boilerplate.

TASK 16: MITIGATION MONITORING PLAN

PERMIT CONDITONS SUMMARY TABLE AND PS&E INTEGRATION

16.1 PREPARE SUMMARY TABLE. Once permitting conditions have been finalized Consultant shall compile the Permit Conditions Summary Table, which is comprised of a list of mitigation measures and conditions of approval identified during environmental review and the permitting process. This would comply with Caltrans' Local Assistance Procedures Manual that requires the following be submitted to the District Local Assistance Engineer (DLAE):

> "The local agency shall develop a list of all mitigation as related to NEPA and provide it along with the technical reports and draft environmental document to the DLAE.
>
> The local agency shall certify that all required mitigation has been completed and/or is included in the Final Plans, Specifications and Estimate (PS&E), and that any required ongoing maintenance of mitigation is implemented (23 CFR Parts 635,771, and 772)."

This task will satisfy the Environmental Commitments Record as described in Section 39 of the Caltrans Standard Environmental Reference.

16.2 INTEGRATE ENVIRONMENTAL INFORMATION WITH PS&E DEVELOPMENT. The PS&E specifications sheets and final bid package shall incorporate inputs from the permitting process. The task would involve:

- Integrate mitigation measures into the PS&E.
- Prepare the Permit Conditions Summary Table and specifications

16.3 MITIGATION PLAN. Consultant shall prepare a biological mitigation plan that fulfills all of the requirements of the City's EIR and provides the biological information needed to support the COE, CDFG, RWQCB, and CCC permit applications (as indicated in Task 6 Permitting). Integrate the compensatory mitigation plan into the biological mitigation and monitoring plan required by Mitigation Measure NA-1 in the EIR (herein referred to as the Mitigation Plan).

The Mitigation Plan shall comprise a biological mitigation and monitoring plan that incorporates all of the biological conditions related to construction of the project, including the "compensatory mitigation plan" required to obtain a section 404 permit from the COE. The plan shall include protection and replacement of habitats, streams, and wetlands, and measures for the protection of sensitive plants and animals, as described in the EIR. The compensatory mitigation plan shall include site selection information, a mitigation work plan and maintenance plan, performance standards and monitoring requirements, and long-term and adaptive management plans. The Mitigation Plan shall include the following components as identified and described in further detail in the EIR:

- Protection and replacement of riparian habitat
- Native tree inventory and protection plan
- Wetland habitat restoration
- Pre-construction floristic surveys and compensation
- Plant restoration
- Construction restrictions for riparian birds and raptors
- Construction zone housekeeping
- Maintenance restrictions
- Avoid/minimize impacts to least Bell's vireo

The following tasks shall be implemented in order to create the Mitigation Plan:

16.3.1 COMPENSATORY MITIGATION SITE SELECTION. Select specific sites for restoration, enhancement and/or creation required to complete the Mitigation Plan and obtain key permits. The City shall provide descriptions of potential available locations and acreage suitable for compensatory mitigation. Consultant shall make recommendations to the City regarding the locations for the compensatory mitigation site(s).

16.3.2 FIELD VISITS AND GROUND-TRUTH DATA. Conduct a field visit to verify biological resource information gathered during the preparation of the EIR is accurate and up to date. Map native trees for preparation of the native tree inventory and protection plan.

16.3.3 COORDINATE WITH LANDSCAPE ARCHITECT ON LANDSCAPE AND IRRIGATION PLANS AND SPECIFICATIONS. Provide a restoration biologist to provide input on landscape and irrigation plan drawings and specifications, including plant/seed layouts, palettes, and specifications.

16.3.4 PREPARE DRAFT MITIGATION MONITORING PLAN. Prepare a draft Mitigation Monitoring Plan. The Mitigation and Monitoring Plan will be coordinated with the project landscape plans. The restoration component of the mitigation plan shall include details on restoration locations and habitat types, plant/seed source, plant layouts and palettes, plant and seed installation methods, irrigation methods, restoration schedule, a description of the 5-year maintenance and monitoring program methods, and include the following performance standards:

- Native cover must be 70 percent after three years and retain 70 percent coverage by the end of the 5-year monitoring and maintenance period.
- Non-native invasive plants, excluding non-native grasses, must remain below 10 percent of total vegetation cover at all times.
- Vegetation must survive without supplemental irrigation for at least 2 years.
- No single species shall constitute more than 50 percent of the vegetative cover.
- Replacement plants shall be monitored for a minimum of 3 years to ensure successful establishment.
- The draft Mitigation Plan will be submitted electronically for review and approval by the resource agencies and Goleta.

16.3.5 PREPARE FINAL MITIGATION PLAN. Revise the Mitigation Plan based on comments from agencies and Goleta, and prepare a final Mitigation Plan. Submit 10 copies of the final Mitigation Plan to the permitting agencies and Goleta on hard copies or CD as appropriate.

16.4 AMENDMENT 3 SCOPE. Identification of a potential mitigation site on the City of Santa Barbara Airport property along Hollister Avenue and preparation of a preliminary concept paper to facilitate Airport review and approval. Conduct all field surveys, mapping and conceptual plan preparation for the mitigation sites, including the site on the Airport property.

16.5 AMENDMENT 5 SCOPE. DHA and URS will prepare the final response to RWQCB comments as related to the Mitigation Plan. URS will amend the Mitigation Plan to reflect the revised project impacts related to the reduction in scope of Fowler Road. The revised Mitigation Plan measures will be incorporated into the PS&E and into a revised Permit Conditions Summary Sheet.

LIST OF DELIVERABLES

- Biological inputs for the landscape and irrigation plans

- Draft Mitigation Plan
- Final Mitigation Plan
- Draft Revised Mitigation Plan
- Final Revised Mitigation Plan

16.6 AMENDMENT 6 SCOPE – Permits 1 through 5. The following activities are needed for updating the environmental documents for the project:

1. Revised Biological Mitigation and Monitoring Plan. Work to be undertaken as part of this task includes, but is not limited to:

- Conduct field reconnaissance and desktop analysis to identify potentially suitable replacement mitigation site(s).
- Coordinate with the City to identify which replacement mitigation sites are suitable and acceptable.
- Prepare updated maps of the suitable mitigation sites illustrating proposed restoration efforts and existing constraints and prepare an associated fact sheet outlining the benefits of the revisions. The maps and fact sheet will be prepared for use by the Project team and the City for discussions with the agencies and the public.
- Participate in one meeting with the public for desktop and field review of the suitable mitigation sites.
- Revise the 2016 Biological Mitigation and Monitoring Plan once the mitigation sites have been agreed upon by all parties. Please note, only restoration-specific sections will be revised and the remainder of the plan will remain as previously written.
- Coordinate agency submittal and approval of the revised Biological Mitigation and Monitoring Plan.
- Coordinate with Rincon Consultants on mitigation-specific aspects of the Environmental Impact Report Addendum. Rincon is conducting revisions to the addendum under a separate contract.

2. Environmental Enhancement and Mitigation Grant Program Assistance. Work to be undertaken as part of this task includes, but is not limited to:

- Provide information as needed for mitigation-specific items to City to be incorporated into the application.
- Review mitigation-specific text prepared by City.
- Revise the one previously prepared EEMP-specific GIS figure per updates to the mitigation sites as described above.

TASK 17: PROVIDE BIDDING AND CONSTRUCTION SUPPORT

17.1 Consultant shall interpret plans and specifications as required during the bidding process. Attend and participate in a pre-bid meeting with potential bidders. Consultant

shall answer questions regarding the Technical Provisions and the design drawings during the bidding process.

This Amendment 5 request includes the time and effort for DHA to complete the extra submittal for Fowler Road and Hollister Avenue/Route 217, and for MNS to compete the extra submittal for Ekwill Street.

17.2 AMENDMENT 6 SCOPE. Provide bid period support for the PS&E and associated construction package documents produced by the design team, including items added by earlier amendments. Task is clarified to be only bid period support. Design support during construction will be negotiated and authorized for the CON phase of the project.

TASK 18: AMENDMENT 5 SCOPE. ADDITIONAL REPORTS TO CALTRANS.

The project was originally scoped for submittals to City based on preparing standard engineering reports needed for the project. Caltrans requires additional reports to be prepared over and above the original scope. Now that the Caltrans involvement has changed to include the entire project oversight, not just the portion in State right of way,

these reports need to be prepared and submitted to Caltrans in their specific format for every segment of the project. The new reports include Design Exceptions, Storm Water Data Reports, and the Traffic Management Plan. This amendment request includes the additional work for DHA to prepare and submit these reports for Caltrans review, including the subsequent report revisions and responses to Caltrans comments

CITY OF GOLETA RESPONSIBILITIES

- Provide basic criteria for project design, record drawings, and preprinted portions of the specifications.
- Provide copies of available pertinent City records, such as survey ties, benchmarks, road plans, and record maps the City knowingly has in its possession.
- Print and distribute final bid documents, unless requested as an additional service.
- Mediate with land owners for access to and provisions for consultant to enter upon private and public lands.
- Provide all other required services that cannot, by law, be performed by consultant.
- Provide contract administration and inspection during construction.
- Be responsible for all communication with the Caltrans' District Local Assistance Engineer for grant funding and cost reimbursement.

- The City's Director of Public Works or designee shall serve as Contract Administrator for the project.

CITY OF GOLETA
CALIFORNIA
OCT 26 2016
RECEIVED

Agreement No. 2012-090.5
City of Goleta, California

AMENDMENT No. 5
TO PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DRAKE HAGLAN & ASSOCIATES, INC.

This Amendment No. 5 ("Amendment") to a Professional Design Services Agreement is made this 18th day of October, 2016 between the **CITY OF GOLETA** ("City") and **DRAKE HAGLAN & ASSOCIATES, INC**. ("Consultant") dated August 7, 2012 ("Agreement").

RECITALS

WHEREAS, the Agreement between the City and Consultant currently provides in Section 3 Subsection (h) for total compensation amount not to exceed two million, eight hundred forty-four thousand and five hundred ninety-three dollars ($2,844,593); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of seven hundred seventy-five thousand and fifty-nine dollars ($775,059); and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 30, 2017; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2019; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 8 for the Personal Services/No Assignment/Subcontractor of the Agreement; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional subcontractors of the Agreement; and

WHEREAS, the Agreement between the City and Consultant currently provides in Exhibit A-3 entitled "Scope of Work" the work to be completed by Consultant; and

WHEREAS, the parties desire to amend Exhibit A-3 to include the additional task of permitting, environmental and project management services; and

WHEREAS, the Agreement between City and Consultant currently provides in Exhibit B-1 entitled "Contract Summary" the hour rates for Consultant; and

WHEREAS, the parties desire to amend Exhibit B-1 of the Agreement to identify a new subconsultant that was omitted from the current rate sheet; and

WHEREAS, the Agreement between City and Consultant currently provides in Exhibit C-1 entitled "Local Agency Consultant DBE Information" the award DBE information and supplier clearinghouse certificate of eligibility; and

WHEREAS, the parties desire to amend Exhibit C-1 of the Agreement to reflect the amended amount of the contract that the subconsultant has been awarded; and

WHEREAS, the City Council, on this 18th day of October, 2016, approved this Contract Amendment No. 5 and authorized the City Manager to execute this Contract Amendment per the Goleta Municipal Code Section 3.05.240.

AMENDED TERMS

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

1. **Section 3 Subsection (h). COMPENSATION AND PAYMENT** of the Agreement is amended to increase the not to exceed by $775,059 and to read in its entirety:

   h) The total amount payable by the CITY including the fixed fee shall not exceed $3,619,652.

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

   The term of this Agreement is from the date first written above to June 30, 2019, 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 paragraph 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed according to the scope of services attached as Exhibit A-5.

3. **Section 8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR** of the Agreement is amended to read in its entirety as:

This AGREEMENT is for professional services which are personal to CITY. Craig Drake is the CONSULTANT Project Manager and is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. There shall be no change in the CONSULTANT'S Project Manager or members of the project team, as listed in the Statement of Qualifications which is incorporated into this contract by reference. 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. The

following portions of the work will be subcontracted out to other parties by CONSULTANT:

- MNS Engineers
- Reid Middleton, Inc.
- David R. Black & Associates
- Kittleson & Associates. Inc.
- AECOM (URS) Inc.
- Fugro Consultants, Inc.
- GEOCON Consultants, Inc.
- Hamner, Jewell & Associates
- Y&C Transportation Consultants, Inc.

This AGREEMENT is not assignable by CONSULTANT without CITY's prior consent in writing.

The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the CITY's Project Manager, except that, which is expressly identified in the approved Exhibit "A."

Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors. Any substitution of subconsultants must be approved in writing by the CITY's Project Manager

4. **Exhibit A-3. Scope of Work** of the Agreement is amended to delete and replace in its entirety:

   Exhibit A-3 "Scope of Work" with **Exhibit A-5 "Scope of Work"** attached hereto and incorporated herein.

5. **Exhibit B-1. Contract Summary** of the Agreement is amended to delete and replace in its entirety:

   Exhibit B-1 "Contract Summary" with **Exhibit B-5 "Contract Summary"** attached hereto and incorporated herein.

6. **Exhibit C-1. Local Agency Consultant DBE Information** of the Agreement is amended to delete and replace in its entirety:

Exhibit C-1 "Local Agency Consultant DBE Information" with **Exhibit C-5 "Local Agency Consultant DBE Information"** attached hereto and incorporated herein.

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

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

CITY OF GOLETA

Michelle Greene, City Manager

CONSULTANT

Dennis Haglan, President

ATTEST:

Deborah Lopez, City Clerk

Craig Drake, CFO

APPROVED AS TO FORM:

Tim W. Giles, City Attorney

Exhibit A-5
Scope of Work

TASK 1: MANAGEMENT

1.1 PROJECT MANAGEMENT

1.1.1 Consultant shall communicate regularly with City staff using telephone, fax, email, written correspondence, and face-to-face meetings as required throughout the term of the contract. Consultant shall prepare draft letters requesting right of entry into private parcels for surveys, geotechnical investigations and right of way purposes. These draft letters can be used by the City to cut and paste onto City letterhead for transmittal by the City to the affected property owners.

1.1.2 Consultant shall schedule, chair, and prepare meeting agendas and notes for Project Development Team (PDT) meetings. The agendas are to be submitted to the City for review prior to the meeting. The notes will be distributed to all attendees, everyone who was invited, and the City's Project Manager within five (5) working days after the meeting. The notes will include, but not be limited to, a list of attendees with phone numbers and email, a synopsis of discussion items, any pertinent information, decisions made, action items, and follow-up to action items. Up to 4 PDT meetings are anticipated for this task.

1.1.3 Consultant shall attend and present information, as required, at meetings with the City's Project Team, with stakeholder groups, or before the City Council.

1.1.4 Consultant shall monitor the quality of all deliverables, calculations, and other work products. Consultant shall follow our internal quality control procedures, including a documented peer review and constructability review.

1.1.5 Consultant shall develop and maintain a project schedule, and shall provide the City with a monthly updated schedule that will be incorporated into the City's overall project schedule. The overall project schedule shall be maintained by the City.

1.2 RESEARCH RECORD INFORMATION. Consultant shall research existing record drawings, maps, and supplement with field surveying, as necessary, to determine existing conditions. Consultant shall provide a Report of Project Items based on the findings of this research and investigation of record information. The report, at a minimum, shall include, but not be limited to, the following:

- The report shall itemize the results of all research and investigation including cataloging the sources of information.
- Identify locations of potential conflicts or constraints that may impact the design of the project.
- Identify conflicts of potholed underground utilities and overhead improvements.
- Identify right-of-way, easement and environmental constraints.

1.3 AMENDMENT 3 SCOPE - PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for the oversight and day-to-day management of the project team. The additional work is primarily due to an extended project delivery schedule of over one year.

1.4 AMENDMENT 4 SCOPE - PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for the oversight and day-to-day management of the project team.

1.5 AMENDMENT 5 SCOPE - PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for the oversight and day-to-day management of the project team for an additional year in time. This increase in time is the consequence of the required revisions to the Fowler Road scope and related modification to permitting.

LIST OF DELIVERABLES:

- ✓ Prepare Monthly progress reports with action item log and schedule update
- ✓ Up to 4 Meeting Agendas and Notes for meetings held at City office
- ✓ Bi-weekly PDT Phone Conferences Agendas and Notes
- ✓ Project ftp site instructions & QC checklists with milestone submittals

TASK 2: SURVEYING

2.1 FIELD SURVEYS AND TOPOGRAPHIC MAPPING. Consultant shall review the existing topographic mapping, boundary, right of way and easement mapping, and to fill in with additional surveyed data as necessary to complete the base map for design. The following work items shall be included:

2.1.1 Recover survey control from previous project work and establish new project survey network.

2.1.2 Review of preliminary title reports (approximately 18) as provided in Task 12.2. Review previous boundary and easement mapping for additions and changes since the previous mapping was completed.

2.1.3 Conduct research and field surveys as necessary to expand the boundary and right of way retracements as needed.

2.1.4 Amend existing boundary, right of way and existing easement mapping.

2.1.5 Conduct field surveys as necessary to expand or fill in the existing ground-based topographic mapping to accommodate the roadway design.

2.1.6 Prepare new base map for design.

2.1.7 Locate geotechnical borings on base map.

2.2 AMENDMENT 3 SCOPE. The additional work for topographic mapping is the largest component of additional survey work. This includes a substantial increase in the areas to be mapped as compared to the original areas contemplated.

Additional work is needed on Kellogg and Dearborn Avenues, Ward Drive, Highway 217, and additional effort to map storm drain and sewer manholes including coordination with Goleta Sanitation District for opening locked manholes and damaged manholes. Survey buildings and trees and add to the expanded base map. Additional surface area is needed on the Fowler Street alignment for more detailed mapping. Detailed mapping of buildings, door widths, hardscape, paving, striping and drainage features is required along the Ekwill Street alignment. Detailed tree location mapping is needed in the Pine Avenue area as well as staking to show the limits of anticipated construction. This work includes field and office time to provide updated base maps for all three locations (Ekwill, Fowler and Hollister).

Surveys for off-site biological remediation are needed. This work involves the coordination with environmental consultant and mapping of a potential off-site remediation area in the vicinity of Aero Camino and Hollister Ave.

Surveys for tree inventory are necessary. This work involves coordinating with the environmental consultant and processing tree locations and preparing tree inventory exhibits.

TASK 3: MATERIALS AND FOUNDATIONS REPORTS

3.1 GEOTECHNICAL STUDIES AND REPORTS. Consultant shall prepare a Materials and Foundations Report to support the design of the pavement structural sections, retaining walls and creek crossing structures (pre-cast arch culverts with natural bottom).

Report submittals shall be prepared in a format that is compatible with Caltrans design guidelines and reporting requirements for roadways and structures. A single Geotechnical Report that addresses geotechnical issues outside Caltrans right of way shall be prepared. A separate standalone Foundation Report shall be prepared for the retaining wall along the southbound off ramp for Caltrans review.

A location map showing proposed boring locations will be prepared, and the boring locations shall be marked in the field and underground service alert will be contacted. Proposed boring locations shall be checked against utility maps prior to marking in the field. Consultant shall obtain a permit from the City and Caltrans for field work that will be performed in the roadway.

The field exploration (borings) will be performed to obtain subsurface information for design of the roadway foundations. A tentative schedule for the field exploration program is summarized below:

Location	Field Exploration	Purpose
General Roadway	10 Borings to 10 feet	R-value samples, pavement design and culverts
Old San Jose Creek Bridges at Fowler Road	2 borings to 75 feet 2 CPT Soundings to 75	Liquefaction, settlement and foundation analyses for

and Ekwill Street	feet	bridge foundations
SB Off ramp Retaining Wall	2 borings to 75 feet ±5 CPT Soundings to 75 feet	Liquefaction, settlement and foundation analyses for retaining wall foundations and back slope area

The borings shall be drilled using a truck-mounted drill rig equipped with hollow stem augers. Borings will be sampled at approximately 5-foot intervals using standard penetration test (SPT) split spoon and modified California split spoon samplers. The borings shall be backfilled with the cuttings upon on the completion of drilling. Traffic control will be provided during for the field exploration work.

The field work shall include observation of existing drainage and concrete structures for obvious signs of corrosion, and near-surface soil samples will be obtained from proposed drainage improvement areas for corrosion testing in accordance with Caltrans test methods.

The geotechnical report specifically excludes the search for and evaluation of hazardous materials in soil, water or air, including aerially deposited lead outside of Caltrans' right of way. In the event that hazardous materials are encountered during field exploration, Consultant shall promptly report the contamination to the City. Investigation for aerially deposited lead within the Caltrans right of way is described in Task 5.2.

Laboratory tests shall be performed on selected samples obtained from the field exploration program to assist in the characterization of the geotechnical engineering properties of the materials encountered. Tests shall be performed for soil classification, compaction, shear strength, consolidation, corrosion and R-value.

Consultant shall prepare two draft reports for the project: a Geotechnical Report for the design of improvements on Ekwill and Fowler, and one for the retaining walls at the Hollister interchange for specific review by Caltrans. The draft reports will be submitted in Adobe portable document file (pdf) format for review by the City, Caltrans and the design team. Hard copies of the draft report will be provided, if requested. Graphics showing the site location, locations of field explorations, and interpreted subsurface profile along the alignment(s) shall be submitted with the report. Field and laboratory data obtained from the geotechnical studies will be included in the reports. The reports shall contain professional opinions and recommendations regarding for the following:

- Slope inclinations for the design of cut and embankment slopes;
- Cuts and excavations associated with earthwork for the roadway approaches;
- Embankments including suitability of excavated materials for use as fill, moisture control, erosion control and drainage considerations, expansive soils, estimated settlement and special treatments to reduce settlement, if needed;
- Corrosion considerations for culverts and buried concrete structures (cement factors, pipe thickness, and need for coatings);
- Earthwork factors for onsite materials that are excavated and replaced as compacted fill;

- Structural sections for asphalt concrete pavements based traffic indices provided to us;
- Site geology, faulting and seismicity;
- Seismic design criteria for use with Caltrans design methods;
- Corrosion considerations for design of subsurface structures (minimum cement factors estimated in accordance with Caltrans guidelines);
- Suitable foundation types for the conditions encountered (such as spread footings, driven concrete or steel piles, CISS, or CIDH piles);
- Specified tip elevation, settlement, and size for suitable deep foundation types and class of pile loading considered (up to 2 pile types can be considered);
- Lateral capacity of single pile foundations for free-head and fixed-head conditions based on p-y analysis;
- Pile spacing and group reduction factors for vertical and lateral loads;
- Lateral earth pressures, spring constants, and passive pressure resistance for abutment design;
- Special considerations for approach fill settlements: allowable slope inclinations, waiting periods, and need for monitoring; and
- Construction considerations: need for dewatering, pile driving, CIDH pile construction, adjacent structures, temporary excavations, and shoring.

Consultant shall prepare the log of test borings sheets for the retaining wall at the Hollister/217 interchange. The sheets shall be prepared on Caltrans standard plan sheets for log of test borings. A copy of the LOTB shall be submitted with the draft Geotechnical Report.

Upon receipt of written comments, the comments will be addressed and incorporated into the final Geotechnical Report and Log of Test Borings. Four (4) hard copies and one Adobe portable document file (pdf) copy of the final report shall be submitted.

3.2 AMENDMENT 3 SCOPE. Additional work and cost are required for the acquisition of permits for exploratory drilling. Also, the cost of drilling is affected by having to reschedule work around the local business access needs.

Additional work is needed to provide recommendations and reporting for a soil nail wall along the 217 southbound off ramp. This wall is needed to support mainline SR 217 along the off-ramp to improve the roundabout approach geometry at the base of the off-ramp. The original scope of services assumed this would be a conventional gravity type wall, but the wall type was changed to soil nail after a value analysis of the original concept. Design of a soil nailed wall requires more extensive evaluations and analyses. The geotechnical engineering includes input regarding nail size, length, and spacing for different wall height ranges.

- Summary of subsurface soil and groundwater conditions along the proposed soil nailed wall alignment;
- Evaluation of geological hazards consisting of faulting and ground rupture potential, strong ground shaking and peak horizontal ground acceleration for liquefaction potential, seismic settlement, and a qualitative evaluation of lateral spreading hazards;
- Development of an ARS curve in accordance with Caltrans seismic design

criteria;

- Development of up to 4 subsurface cross sections considered representative of changing wall heights and/or subsurface conditions;
- Evaluations of those representative cross sections with soil nailed reinforcement to achieve static and seismic slope stability;
- Recommendations for soil nail size, lengths and spacing required to support the vertical wall;
- Coordination with the design team to develop construction plans and details for the soil nailed wall;
- Discussion of corrosion potential and construction considerations; and
- Preparation of submittals with structure design calculation supporting the recommendations and independent design check calculations in accordance with Caltrans procedures.
- Preparation of a standalone Draft and Final Geotechnical Design Report for the proposed soil nailed wall at the southbound off-ramp of SR 217 at Hollister Avenue.

LIST OF DELIVERABLES

- ✓ Draft and Final Geotechnical Report (Fowler-Ekwill)
- ✓ Draft and Final Foundation Report (SB Off Ramp Retaining Wall)
- ✓ Four (4) Log of Test Borings Sheets
- ✓ Geotechnical design report for design of a soil nail wall in accordance with Caltrans guidelines

TASK 4: DRAINAGE REPORT

Consultant shall provide drainage analysis and overall drainage coordination for the project. This task involves understanding the hydrology and hydraulics of the area as well as local drainage issues.

4.1 DRAINAGE REPORT. Consultant shall prepare a report addressing the hydrology, hydraulic and drainage impacts of the project. Calculations and sketches of existing and proposed hydraulic structures shall be included in the report. The fact that the project crosses several different jurisdictions makes the development and completion of the drainage report more complicated than typical. Consultant shall provide a drainage report acceptable to the oversight agencies. There may be 4 different agencies providing oversight and/or approval of the document and plans, including:

- City of Goleta: City of Goleta storm water management plan and storm water pollution prevention guidelines will be used to develop the analysis and report.
- City of Santa Barbara: Portions of the work along Fairview Avenue and the Fowler Road roundabout are within City of Santa Barbara purview and require using City of Santa Barbara storm water management program standards and

methodology. Storm water issues in these areas will need to be permitted through the City of Santa Barbara.

- County of Santa Barbara: Small portions of the Fowler Road roundabout and the northbound SR217 off ramp at Hollister Avenue may impact County of Santa Barbara jurisdiction. If this is indeed the case, storm water issues in these areas may need to be addressed in accordance with the County of Santa Barbara storm water management program.
- Caltrans: The SR217 off/on ramps at Hollister Avenue are also under Caltrans jurisdiction. Caltrans standards and methodology will be used for this area.

Likewise, these local agencies will also require that storm water quantity and quality project components be permitted through their departments under their plans/programs.

4.2 STORM WATER QUALITY. Storm water quality is a major component of any project that disturbs over one (1) acre of land. Water pollution elimination requirements and water quality expectations are continually evolving and becoming stringent with the review and approval processes becoming more rigorous. This is more complicated for this project due to varying and sometimes overlapping jurisdiction in regards to storm water quality. For this task, Consultant shall focus on three results:

- Design Recommendations & Review: Consultant shall provide drainage recommendations to the roadway engineers and will review the drainage plans for compatibility and conformance to the drainage report and the drainage needs.
- Permitting: Consultant shall prepare storm water permit applications and shepherd them through the various local agency processes.
- Water Pollution Control Plans: Consultant shall prepare water pollution control plan and specifications for contract documentation plan set.

4.3 AMENDMENT 4 SCOPE. STORM WATER QUALITY. The California Regional Water Quality Control Board has adopted new regulations for post-construction storm water treatment that were not assumed in the original scope of work. This additional effort is necessary to .redesign the entire project to ensure the project retains and treats runoff prior to flowing into the receiving bodies of water (San Jose Creek, Old San Jose Creek or San Pedro Creek).

TASK 5: AERIAL DEPOPSITED LEAD STUDY

5.1 AERIALLY DEPOSITED LEAD TESTING. This task provides for testing for aerially deposited lead within Caltrans right of way. Geocon shall perform the sampling and testing under the direction of consultant. Geocon shall perform the following tasks:

- Prepare Health and Safety Plan.
- Prepare a workplan for Caltrans approval.
- Field Activities:

- Advance up to 24 hand-auger borings at proposed ramp modification location
- Collect four soil samples per boring at depths of 0, 0.5, 1, and 2 ft (total 96 samples)

- Laboratory Analyses:
  - 80 soil samples for Total Lead
  - 16 soil samples for CAM17 Metals
  - Up to 45 soil samples for Soluble (WET, DI-WET, or TCLP) Lead

LIST OF DELIVERABLES

- ✓ Draft Site Investigation Report
- ✓ Final Site Investigation Report

TASK 6: PERMITTING

6.1 PERMITTING SUPPORT. Under the direction of consultant, URS Corporation (URS) shall provide the work required to support the permit application process. The following scope of work describes the technical approach and methodology and lists deliverables.

Permitting-related tasks shall begin as soon as possible in 2012 to support a 2014 construction start date. The permitting scope of services is written according to the permits required. The first four permits are as follows:

PERMIT 1 COE SECTION 404 PERMIT

PERMIT 2 SECTION 7 CONSULTATION (FHWA)

PERMIT 3 CCRWQCB SECTION 401 CERTIFICATION PERMIT

PERMIT 4 CDFG SECTION 1602 PERMIT

These four permits and approvals are addressed together since the content of the permit applications is substantially similar, and each application requests that copies of the others be included as attachments. Identical submittal packages (on CD) containing the permit applications and all required attachments for submittal to all three agencies shall be prepared and submitted to the City. Section 7 consultation, which is required to obtain the Section 404 Permit, is also addressed in this section.

The following authorizations are required due to the project's proposed impacts to jurisdictional waters and streambeds and are briefly described here:

PERMIT 1 AND PERMIT 2

SECTION 404 PERMIT. Authorization under Section 404 of the Clean Water Act (CWA) is required for activities involving a discharge of fill material into Waters of the U.S., and is administered by the COE. Because the project's impact to waters is

minimal, streamlined authorization under Nationwide Permit (NWP) 14, which authorizes discharges for linear transportation projects, will be appropriate.

PERMIT 3

SECTION 401 WATER QUALITY CERTIFICATION. Section 401 of the CWA requires that an applicant for a federal permit to discharge fill material into Waters of the U.S. (such as a CWA Section 404 permit) must also obtain a state-issued certification that the discharge would not violate state water quality standards. In the project region, Section 401 Water Quality Certifications are issued by the Central Coast RWQCB.

PERMIT 4

CALIFORNIA FISH AND GAME CODE SECTION 1602 -- STREAMBED ALTERATION AGREEMENT. Under Section 1600 *et seq.* of the California Fish and Game Code, activities that would divert, obstruct, or substantially alter a streambed must be authorized through a Streambed Alteration Agreement from the CDFG. Permit applications to the COE, CCRQCB, and CDFG shall include (on CD) the project's Mitigation Plan, Final EIR, the Natural Environment Study (NES) and the NES Addendum, the Federal Highway Administration's (FWHA's) Section 7 consultation letter, and documentation that Section 106 consultation has been completed.

TASKS FOR PERMITS 1 - 4

6.1.1 PRE-APPLICATION MEETINGS AND SITE VISITS. The URS environmental project manager and environmental task leads shall attend a pre-application meeting/site visit at the City of Goleta with the COE and CDFG.

6.1.2 PREPARE COMPENSATORY MITIGATION PLAN. A Compensatory Mitigation Plan is required to accompany all Section 404 permit applications. To reduce redundancy and simplify the implementation phase of the project, URS shall integrate the Compensatory Mitigation Plan into the biological mitigation plan required by EIR Mitigation Measure NA-1.

6.1.3 PROVIDE DOCUMENTATION THAT CALTRANS HAS COMPLETED NATIONAL HISTORIC PRESERVATION ACT SECTION 106 CONSULTATION. The COE 404 permit application will include documentation that Caltrans has completed Section 106 consultation with the California Office of Historic Preservation (OHP) in accordance with the January 1, 2004, *Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California.*

URS shall provide the COE with Caltrans and OHP correspondence to demonstrate that no further Section 106 consultation by the COE will be necessary. This correspondence will consist of the November 23, 2009 letter from Caltrans to the OHP and the April 19, 2010 letter from the OHP to Caltrans.

6.1.4 RESPONSES TO AGENCY COMMENTS. The COE, CDFG and/or the CCRWQCB may comment on the permit applications. For example, they may want to refine or modify measures in the project's Mitigation Plan. Under the direction of CONSULTANT, URS shall review all comments, coordinate with the City and CONSULTANT, and provide responses as directed.

6.1.5 AMENDMENT 4 SCOPE. PERMITS 1 THROUGH 4. Additional effort related to Permits 1 through 4 includes:

- Potential changes to the Devereux Creek Restoration Plan as a result of butterfly habitat and habitat restoration beneath eucalyptus tree canopy.
- Potential changes in impact mitigation ratios. Currently the mitigation ratios are at 3:1 for permanent impacts and 2:1 for temporary. If these ratios are increased through permit conditions, a new or supplemental restoration site will be required to be designed.
- The path to obtaining Coastal Commission and Local CDP Permits will ultimately require a substantial amount of support activities to the City

LIST OF DELIVERABLES, PERMITS 1 - 4

URS shall prepare a single submittal package containing the following major deliverables:

- Mitigation Plan incorporating the Compensatory Mitigation Plan
- Completed Nationwide Section 404 Permit Checklist
- Completed Section 401 Water Quality Certification Application
- Completed Notification of Streambed Alteration Agreement
- Responses to agency comments, including revisions to the Mitigation Plan

PERMIT 5 CALIFORNIA COASTAL COMMISSION (CCC) COASTAL DEVELOPMENT PERMIT (CDP)

6.1.5 PRE-APPLICATION MEETING WITH CCC. The City may informally consult with CCC staff as early as possible and meet face-to-face with CCC's Ventura office staff. All communication with the CCC shall be through the City unless CONSULTANT is specifically directed by the City to contact the CCC. The City will inform CONSULTANT as to the discussions and comments from the CCC that affect the permit application.

6.1.6 ATTEND A SITE VISIT WITH CCC STAFF AND PROJECT BIOLOGISTS. The team lead biologist(s) shall attend a meeting with the City and CCC staff to present the adequacy

of proposed mitigation measures, including mitigation ratios. The team biologist shall note feedback on impacts and mitigation measures, identify outstanding concerns and recommendations, and verify what the City wants to include in the CDP application. Consultant shall provide the City with the NES and Addendum, including the most current color set of relevant maps and figures, for transmittal to the CCC staff.

6.1.7 PREPARE A STAND-ALONE SUMMARY OF KEY CCC ISSUES OF CONCERN FOR INCLUSION IN THE CDP APPLICATION PACKAGE. The summary shall address issues brought up by CCC staff during the pre-application meeting and site visit. This summary will provide CCC staff with a summary version of the EIR and technical studies in order to accelerate the staff's understanding of the project and its impacts and mitigation measures. The summary shall include a simple table identifying where more detailed information can be found in the EIR and technical studies. The summary shall be delivered to the City for transmittal to the CCC.

6.1.8 PROVIDE TECHNICAL INPUTS TO SECTIONS OF THE CDP APPLICATION. The package shall include the EIR and key technical studies. Consultant shall provide technical inputs that relate to environmental issues with the CDP application.

6.1.9 PROVIDE TECHNICAL RESPONSES TO CCC STAFF COMMENTS ON THE CDP APPLICATION. The CCC shall provide a formal written response to the City's CDP application within 30 days indicating if the application is deemed complete. If deemed complete this task will not be needed. If it is not deemed complete, the CCC shall request additional information.

Consultant shall review the CCC completeness letter and provide the City with additional technical information, if needed. Consultant shall review CCC comments, outline responses, and identify responsible parties to address each comment. It is assumed that the City shall handle the direct communication and coordination with the CCC for the CDP.

6.1.10 REVIEW CCC STAFF REPORT AND ATTEND THE CCC PUBLIC HEARING. Once the application is deemed complete, CCC staff shall complete its analysis and issue a staff report. The staff report either would recommend conditions of approval or recommend project denial. Consultant shall review the staff report for inaccuracies or conditions of approval that may be problematic.

6.1.11 AMENDMENT 3 SCOPE. The scope of the work related to securing the CCC Permit has expanded enormously due to the requirements of the California Coastal Commission application review process. This scope has expanded well beyond the original scope, and includes alignment studies that in turn have an effect on other tasks. Three firms are impacted by the permitting process: DHA, MNS and URS. The scope has expanded in the following ways:

Participation in multiple planning and strategy meetings and conference calls with the City and others.

Development of a new regulatory-based approach to assessing impacts to support the statement that the Project would not have an effect on coastal wetlands (By URS).

Technical inputs towards City submissions to the CCC, and participation in meetings with City staff and the CCC to discuss submissions (DHA, MNS and URS)

Conducted multiple GIS-based analyses and re-analyses of impacts of the project and design alternatives (DHA, MNS and URS)

Conduct new comprehensive biological surveys and GIS mapping (by URS):

- New vegetation community mapping
- New native tree inventory
- New raptor surveys
- New delineations of jurisdictional waters

Prepare a new comprehensive 150-page Biological Resources Report in response to a request for information from the California Coastal Commission to the City of Goleta. As requested by the Coastal Commission, this report would presents the findings of new and updated project-wide biological surveys and studies that were conducted in 2013 and 2014, summarizes all previous surveys, and prepared new biological impact analyses and maps and figures. It would also include a comprehensive regulatory setting.

Conduct an additional breeding bird survey and floristic survey to be conducted in April, 2014.

6.1.12 AMENDMENT 4 SCOPE. PERMIT 5. Additional effort related to Permit 5 includes extensive additional support activities such as exhibit preparation, condition compliance, and other technical support for the City related to securing the Coastal Permit through the Coastal Commission.

LIST OF DELIVERABLES – PERMIT 5

Consultant shall prepare:

- Memorandum documenting CCC comments made during the site visit and the pre-application meeting.
- Summary of key CCC issues and related project information that would be included with the CDP application.
- Environmentally related technical inputs to sections of the CDP application

- PowerPoint inputs (environmental data for a CCC presentation, if warranted)
- Written responses to CCC comments and data requests
- Written evaluation of recommended conditions of approval in the CCC staff report
- Biological Resources Report

PERMIT 6 CITY OF SANTA BARBARA COASTAL DEVELOPMENT PERMIT (CDP)

A CDP from the City of Santa Barbara will be required to develop the project. A portion of the proposed development is located within Santa Barbara's adopted Coastal Plan for the Airport and Goleta Slough. The CDP is a discretionary action requiring a public hearing and Planning Commission approval. Planning Commission approvals are appealable to the City Commission.

Santa Barbara's CDP application process shall include:

- Complete a Master Application
- Complete the CDP Application
- Complete the Development Application Review Team (DART) Submittal Packet

The DART application shall include the following applicable components:

- A letter from the project applicant requesting a CDP for development of a roadway and associated improvements within the Old San Jose Creek riparian corridor, a description of the project components (Road width, bridge, lighting etc.), construction cut and fill and import and export, discussion of surrounding land uses, and, if requested, a visual aid submittal packet.
- An application packet that includes a CD with copies of the Final EIR and relevant technical studies.
- A summary of proposed demolition and construction activity (e.g. duration of proposed grading).
- The DART application requires inclusion of a project justification, detailing issues that remain to be resolved for the development of the project.
- Hydrology calculations will be required to show how site drainage is being transmitted through the property unless waived by the Public Works Engineering Division staff.

A total of ten (10) copies of the plans must be submitted according to the City's Project Plan Requirement's. Plan set size and content requirements are listed in the DART

application. The DART process usually has a 30-day review process with City of Santa Barbara Staff. Should additional information be required before the application can be deemed complete, the application may be placed on hold until such information is provided.

TASKS ASSOCIATED WITH PERMIT 6

6.1.11 PRE-APPLICATION MEETING. Consultant shall attend a pre-submittal meeting with City of Santa Barbara staff to determine if DART application requirements can be streamlined because the project EIR has already undergone environmental review by the City of Santa Barbara staff.

6.1.12 IDENTIFY RESOURCES, IMPACTS, MITIGATION MEASURES ON AIRPORT PROPERTY. Consultant shall develop a stand-alone summary of relevant portions of the FEIR, including environmental resources on Airport property, impacts, and mitigation measures using existing data, figures and field mapping. City Staff shall coordinate and submit the Master Application, CDP and DART applications to the City of Santa Barbara.

6.1.13 RESPONSE TO DATA REQUESTS. Consultant shall respond to comments and data requests as needed.

6.1.14 CITY OF SANTA BARBARA CDP SITE VISIT. The CONSULTANT environmental manager and lead biologist shall attend a site visit with the City of Santa Barbara staff and Planning Commissioners in support of the DART application.

6.1.15 REVIEW PRT STAFF REPORT PRIOR TO PLANNING COMMISSION. The PRT shall review project materials and issue a staff report to the City of Santa Barbara's Planning Commission. Consultant shall review the PRT staff report and identify any inaccuracies or problematic conditions of approval.

6.1.16 ATTEND CITY OF SANTA BARBARA PLANNING COMMISSION PUBLIC HEARING. CONSULTANT staff, as approved by the City, shall attend the City of Santa Barbara Planning Commission public hearing.

6.1.17 ARCHAEOLOGICAL STUDY ON AIRPORT PROPERTY (OPTIONAL TASK). The *Master Archaeological Resources Assessment for the Santa Barbara Municipal Airport* (2010) requires subsurface archaeological survey along the western portion of the Fowler Road Extension for any areas subject to deep construction impacts (>24-inches below ground surface). No archaeological investigation will be required if the project impacts are restricted to the upper 24-inches of the soil column.

This task is based on the assumption that future utilities may be placed in a four-foot deep trench running along the Fowler Road Alternative. This study is described in the EIR as mitigation measure CUL-3.

Based on Figure 6-1 of the *Master Archaeological Resources Assessment for the Santa Barbara Municipal Airport* (2010), Consultant shall conduct subsurface archaeological testing along the Fowler Road Alternative from the west bank of Old San Jose Creek to the west side of the project roundabout along Fairview Avenue, a distance of approximately 120 meters. A qualified archaeologist shall conduct the backhoe testing project to determine if archaeological remains are present and, if present, are potentially intact. As required, excavations will be monitored by a Native American monitor. Six backhoe trenches spaced approximately at 20 m intervals will be excavated. It is assumed that subsurface testing can be limited to a depth of four feet below existing grade. The upper two feet will be excavated in one lift unless intact artifacts are noted. Excavations deeper than two feet would be excavated in 6-15-inch lifts. Trench spoils and sidewalls would be inspected for artifacts. Consultant shall obtain an encroachment permit from the City of Goleta, if needed.

Prior to fieldwork, an updated site record search will be conducted for the footprint of the Fowler Road Alternative. This record search would be limited to discovering any new data that has been recorded since the most recent Ekwill/Fowler record search was conducted.

Assuming no artifacts are found, a negative survey will be documented in a brief letter report that incorporates by reference the background information contained in the project's Archaeological Survey Report. Evidence of the new record search and a map of the subsurface survey location would be completed. The report will follow the City of Santa Barbara requirements.

LIST OF DELIVERABLES – PERMIT 6

- A summary of the project description, impacts on Airport property, and mitigation measures
- Master Application technical information
- CDP Application technical information
- Technical information memorandum for the Development Application Review Team (DART) Submittal Packet
- A CD or hard copy of all relevant technical studies (Final EIR, NES, Etc.)
- Written evaluation of recommended conditions of approval contained in the City of Santa Barbara's PRT staff report
- Phase 1 Subsurface Archaeological Survey Letter Report

PERMIT 7 SANTA BARBARA COUNTY AIR POLLUTION CONTROL DISTRICT (SBCAPCD) PERMIT OR EXEMPTION

6.1.18 Consultant shall provide the City with a memorandum identifying equipment usages for the project permit application.

LIST OF DELIVERABLES - PERMIT 7

- Technical memorandum

6.1.19 AMENDMENT 5 SCOPE. PERMITS 1 THROUGH 5. Additional effort related to Permits 1 through 5 includes:

DHA and subconsultant URS will make changes to the environmental documents as needed to initiate a NEPA revalidation, revise resource agency permit applications for all four permits (US Army Corps of Engineers – USACOE, California Dept of Fish and Wildlife, Regional Water Quality Control Board, California Coastal Commission), and revise the Compensatory Mitigation Plan. For the CEQA revisions, URS will if requested, prepare an addendum to the EIR and update the applicable technical studies. In addition, DHA will continue with support for the Coastal Development Permit.

DHA will assist URS in completing the revisions to the environmental permits due to the Fowler Road revisions and provide URS with modified project impact limits (temporary and permanent impacts) that are needed to update the various permits.

DHA will provide assistance in completion and submittal of the Coastal Commission Coastal Development Permit. This work is anticipated to include revisions to various exhibits, as well as providing assistance with revisions to report narratives. A large portion of Task 16 involves DHA assisting URS in preparing the final response to RWQCB comments.

TASK 7: CITY OF SANTA BARBARA COORDINATION

7.1 CITY OF SANTA BARBARA DART COORDINATION. Consultant shall prepare project plans, technical specifications, and special provisions for review by the City of Santa Barbara Development Application Review Team (DART) at each submittal milestone. Comments received from the City shall be logged and responses to each comment will be prepared.

7.2 AMENDMENT 3 SCOPE. Coordination with the City of Santa Barbara has expanded to include alternatives analysis for the airport Runway Protection Zone. The task includes the preparation of a letter report to the airport for submission to the FAA.

TASK 8: 35% PS&E

8.1 CONCEPTUAL DESIGN. The conceptual design phase shall include approximately 35% complete design plans with typical sections. The plans will show the preliminary layout of roundabouts, proposed turn lanes, locations of utility poles, utility boxes, drainage culverts, etc. Proposed right-of-way acquisitions will be identified based on the need to

accommodate additional traffic lanes and roadway widening, cut and fill slopes, utility relocations, retaining walls, precast arch culverts with natural bottoms, etc.

The Preliminary Design shall also include an analysis of vertical and horizontal curve transitions to the existing roadway profile and alignment and specific safety requirements, such as design speed and sight distance, and preliminary grading requirements for the roadway embankment. Evaluate and recommend potentially less costly alternatives where feasible.

At the conclusion of the 35% design phase, the consultant shall provide CAD files showing the required configuration of Hollister Avenue over San Jose Creek to the City's consultant responsible for the design of the replacement bridge, eliminating the need for a separate bike/pedestrian bridge upstream of the existing structure.

Consultant shall perform testing, calculations, and analysis necessary to achieve project goals according to City, Caltrans, and industry standards.

8.2 PREPARE CONCEPTUAL PLANS. The consultant shall produce conceptual plans at 1" = 20' scale. Additional information to be indicated at this stage will include the base map data from field survey and records research, facility sizes, roadway dimensions, and rights-of-way, and presenting plan, elevation and section views of the proposed improvements along with all existing facilities.

8.3 PRELIMNARY COST ESTIMATE. Consultant shall prepare an initial construction cost estimate based on all anticipated construction items and estimated quantities from the general plan facility dimensions. Consultant shall revise and resubmit preliminary cost estimates as the project progresses at the 65%, 95% and Final stages.

8.4 SUBMIT 35% PLANS. Consultant shall perform quality control on all submittals.

LIST OF DELIVERABLES

- See below

TASK 9: 65% PS&E

9.1 ROADWAY IMPROVEMENT PLANS. The design shall conform to requirements of the City of Goleta and the Caltrans LAPM.

The roadway improvement plans and striping and signing plan shall also be in accordance with the current Caltrans Standards and City of Goleta standard plans or standards approved by the City of Goleta Director of Public Works. Existing utilities shall be indicated in the plan view. These plans will be prepared at 1"=20' scale, on 24" x 36" improvement plan sheets, and will consist of:

- Detail/Typical Cross Section Sheets - include typical sections and other details as required.
- Roadway Improvement Plans - includes plans for the proposed roadway widening and associated improvements. Plans shall provide for roadway

improvements in accordance with the City's recommendations. The roadway improvement plan shall consist of a plan and profile format that will also indicate the grading requirements in the plan. The construction drawings shall include all drainage and roadway structural details, slope revetment or lining, and design cross sections.

- Any new striping is to extend a minimum of 100 feet beyond the construction limits.
- Cross Sections - includes roadway cross sections based on the previously prepared field survey at 50-foot intervals showing the proposed roadway widening improvements. Cross sections are considered necessary to properly design the improvements and to establish the earthwork volumes and extent of construction or reconstruction beyond the existing right-of-way lines onto private property, where and if necessary. The cross sections and cut and fill quantities will be computer generated and will be included with the bid set.
- Special layout and construction details as required.
- Temporary traffic control and construction staging plans.
- Driveway profiles where work will extend beyond the public right-of-way limits. The profile shall be extended as required for a transition to the existing driveway.
- Retaining walls and precast arch culverts with natural bottoms.
- The Plans, Specifications, and Estimate must be prepared in accordance with Caltrans current CADD Users Manual, Plans Preparation Manual, and Caltrans practices, as well as conform to the City of Goleta's standards and practices.

9.2 AMENDMENT 3 SCOPE. The existing scope is modified to include the additional work for alternatives analysis resulting from the Coastal Development process and optimization of the roundabout designs that greatly improve the operational characteristics of the project. Other redesign work is necessitated by the decision to replace the Hollister Avenue Bridge, which provides an opportunity to greatly improve the roadway geometry on Hollister Avenue.

9.3 AMENDMENT 4 SCOPE. The existing scope is modified to include the additional work for the Caltrans directed realignment and related redesign of the soil-nail retaining wall required at the southbound off-ramp of SR 217. Additional work is also required for design assessments related to the FAA recommendations regarding the Fowler Road encroachment into the Runway Protection Zone of the Santa Barbara Airport.

LIST OF DELIVERABLES

- See below

TASK 10: 95% PS&E

10.1 UPDATE ROADWAY PLANS. A submittal of 95% PS&E shall be made to the City. The submittal shall include the plans, specifications and estimate. Five sets of 11x 17 plans with a set of special provisions and the Engineer's Estimate prepared for the 35% submittal shall be reviewed and updated as necessary. Consultant shall perform an independent QA/QC review of the 95% plans, specifications and estimate and incorporate appropriate revisions prior to submittal to the City. Specifications will be prepared in Microsoft Word and the estimate will be prepared in Microsoft Excel.

LIST OF DELIVERABLES

- Five (5) sets of the 95% Plans on 11" x 17"
- Five (5) hard copies of the special provisions
- One (1) electronic copy of the special provisions in Microsoft word format
- Five (5) hard copies of the updated combined "estimate of probable costs"
- One (1) electronic copy of the "estimate of probably costs" in excel format

Hollister Avenue/SR-217 Interchange Modifications,
Ekwill Street & Fowler Road Extensions
List of Anticipated Plan Sheets

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
T	1	Title Sheet	X	X	X	X
G	1	General Notes		X	X	X
CC	3	Construction Control plan		X	X	X
XS	1	Ekwill Street typical sections	X	X	X	X
	1	Kellogg Ave typical sections	X	X	X	X
	2	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps typical sections	X	X	X	X
	1	Fowler Road/Fairview Avenue typical sections	X	X	X	X
L	5	Ekwill Street roadway layout	X	X	X	X
	1	Pine Ave roadway layout	X	X	X	X
	1	Kellogg Avenue roadway layout	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway layout	X	X	X	X
	4	Fowler Road/Fairview Avenue roadway layout	X	X	X	X
P	5	Ekwill Street roadway profile	X	X	X	X
	1	Pine Ave roadway profile	X	X	X	X
	1	Kellogg Avenue roadway profile	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway profile	X	X	X	X
	4	Fowler Road/Fairview Avenue roadway profile	X	X	X	X
CD	3	ADA ramps, misc.		X	X	X

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
	5	Roundabout layout/grading		X	X	X
D	5	Ekwill Street drainage plan		X	X	X
	1	Kellogg Avenue drainage plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps drainage plan		X	X	X
	4	Fowler Road/Fairview Avenue drainage plan		X	X	X
Code	Quant	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
D	2	Old San Jose Creek culverts (assumed precast arches)		X	X	X
	6	Drainage profiles		X	X	X
	2	Drainage details		X	X	X
	4	Drainage quantities		X	X	X
WPC	5	Ekwill Street water pollution control plan		X	X	X
	1	Kellogg Avenue water pollution control plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps water pollution control plan		X	X	X
	4	Fowler Road/Fairview Avenue water pollution control plan		X	X	X
	2	Water Pollution Control details		X	X	X
	4	Water Pollution Control quantities		X	X	X
U	5	Ekwill Street utility plan	X	X	X	X
	1	Kellogg Avenue utility plan	X	X	X	X
	4	Fowler Road utility plan	X	X	X	X
	8	Hollister Avenue utility plan	X	X	X	X
SC	3	Ekwill Street RBA staging	X	X	X	X
	4	Hollister Ave RBA staging	X	X	X	X
	3	Fowler Road RBA staging	X	X	X	X
TH	4	Ekwill RBA traffic handling		X	X	X
	1	Kellogg Ave traffic handling		X	X	X
	12	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps traffic handling		X	X	X
	4	Fowler Road traffic Handling		X	X	X
PD/S	5	Ekwill pavement delineation & sign plan		X	X	X
	1	Kellogg pavement delineation & sign plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps pavement delineation & sign plan		X	X	X
	4	Fowler Road/Fairview Avenue pavement delineation & sign plan		X	X	X

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
	2	Pavement delineation & sign details		X	X	X
	4	Pavement delineation & sign quantities		X	X	X
PP/IP	5	Ekwill landscaping and irrigation plan	X	X	X	X
	1	Kellogg landscaping and irrigation plan	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps landscaping and irrigation plan	X	X	X	X
	4	Fowler Road/Fairview Avenue landscaping and irrigation plan	X	X	X	X
	2	Landscaping and irrigation details		X	X	X
Code	Quant	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
PP/IP	4	Landscaping and irrigation quantities		X	X	X
E	2	Hollister/Kellogg Traffic Signal Mod		X	X	X
	3	Street lighting plan and details		X	X	X
S	2	Pre-Cast Culvert Foundation Plans		X	X	X
	4	Retaining Wall Plans		X	X	X
	220	**TOTAL**				

10.2 AMENDMENT 3 SCOPE. The extra work in this phase is a continuation of the work resulting from the same issues in Task 9.1 for that portion of the work that had been advanced past the 65% level.

10.3 <u>AMENDMENT 5 SCOPE</u>. The Fowler Road Extension Project was originally designed to extend out to Fairview Avenue on the west. Due external issues the City has directed DHA to reduce the project limits of Fowler Road to terminate at future Technology Drive. The project will follow the same horizontal alignment, with the addition of a knuckle at the Technology Drive intersection. The vertical profile design and roadway drainage design will need to be revised to best fit the new project layout. The revised drainage design will include re-grading the existing ditch out to Old San Jose Creek. This scope change will require revisions to the already well advanced 95% design for Fowler Road, including the modifications of many plan sheets specifications and estimate.

10.4: <u>AMENDMENT 5 SCOPE</u>. ADDITIONAL SUBMITTAL TO CALTRANS.

The project was originally scoped for three submittals to the City during Final Design: 65%, 95%, and a Final Submittal. The original scope included a 65% PS&E submittal for Caltrans Local Assistance review. Caltrans is now requiring a draft of the final submittal, i.e., a 100% PS&E Submittal. This new submittal will include Caltrans design

review of all three portions of the project: the Hollister Avenue/Route 217 Roundabouts, the Ekwill Street Extension, and the Fowler Road Extension.

TASK 11: FINAL CONTRACT PACKAGE

11.1 ENGINEERS ESTIMATE. Consultant shall prepare an accurate and reliable Engineer's Estimate to be included in the bid documents. Consultant shall provide a construction quantity and cost estimate with each submittal of plans. The unit costs will be based upon the most current cost information for recent similar projects in the area compiled by the consultant. Consultant's final construction cost estimate will be based upon, and in agreement with, the final items of work with estimated quantities.

11.2 FINAL PROJECT PLANS. The design deliverables will include, but not be limited to: Providing final improvement Plans on Mylar ready for advertising and bidding, along with "camera-ready" Specifications (including appendixes), and a complete Engineer's Estimate, all wet seal stamped and signed by a licensed California Civil Engineer. Final plans shall be submitted on Mylar sheets 24" x 36" in size, to a 1"=20' horizontal scale. The final plans and specifications shall be delivered to, and become the property of, the City of Goleta.

The design and scope of services shall also include: complete and detailed estimate of quantities; construction cost estimate; answers to all questions regarding the design during the design review process; review of the project site to ensure that the Plans are drawn correctly; and attendance at project related meetings.

11.3 CONSTRUCTION SCHEDULE. Consultant shall calculate the amount of liquidated damages and determine the length of time in working days for construction.

11.4 FINAL SPECIFICATIONS. The City will provide the consultant with its boilerplate Specifications and Technical Provisions in Microsoft Word format.

Consultant shall be responsible for compiling the Project Specifications which are to be based upon the latest Caltrans Standard Specifications and the latest Caltrans Standard Special Provisions shall be incorporated into the bid documents. Consultant shall provide a write up for the project specific scope of work in the Technical Specifications. The Specifications shall be signed and "wet sealed" by consultant's Civil Engineer registered in the State of California, which will constitute a certification that they are complete and ready for bidding purposes and awarding of a contract for construction of the improvements.

11.5 SUBMITTALS:

Consultant shall submit three (3) sets of bound copies of the design drawings, including cross-sections, with each submittal for checking by the City, along with the previous red lined submittal prints. The design drawings should be as complete, accurate, and error-free as possible before Plan checking is considered, in order to reduce the number of Plan checks required and related costs therefore to the City and Consultant. Each submittal is to include documentation of QC checks completed by consultant prior to submission for City review. Submittals shall be at the 35%, 65%, and 95% and Final design stages.

- Consultant shall submit three (3) sets of the contract specification documents with each submittal for checking by the City, along with the previous check prints. A disk in Microsoft Word format containing the final Contract Documents shall be submitted to the City.
- The design shall include new improvements within existing State right-of-way or right-of-way to be acquired by the Project that will become State-owned improvements upon final completion of the Project. Consultant's design shall therefore require the review and approval of Caltrans. This review process shall be in accordance with Caltrans procedures. Consultant shall prepare, submit, and coordinate with Caltrans all required PS&E documents through final approval of the design on behalf of the City. The City will review all PS&E documents prior to their submission to Caltrans.
- Prepare RE File and Materials Information Handbook.

TASK 12: RIGHT OF WAY ENGINEERING

12.1 Right of way engineering tasks shall be performed primarily by MNS Engineering under the direction of consultant. This task is to prepare the required maps, legal descriptions, deeds, sketches, and back up data to support the right of way acquisition effort. The RW Engineering shall be performed per the Caltrans RW Manual. A Record of Survey shall be prepared for each of the three project locations as soon as the alignments are finalized. These maps will show the new roadway alignments and serve not only as a way to retrace the corridors in the future, but also to make the legal description process much less tedious and time-consuming. The maps will also show all property monuments recovered in the retracement process allowing for the preservation of those locations.

12.1.1 Consultant shall prepare records of survey for each project location and file with the County Recorder. Monuments shall be set to facilitate recovery of the alignments and to serve as initial, local project control for construction.

12.1.2 Consultant shall determine the precise areas needed for permanent and temporary easements and for areas of interagency transfer. It is anticipated that approximately 33 permanent (private and interagency combined) fee or easements and 20 temporary construction easements (including 2 possible staging areas not yet defined) will be required.

12.1.3 Consultant shall prepare appraisal maps for each of the three project locations identifying the parcel number, owner, type of easement, size of easement and remainder size. Parcel numbers for State R/W changes will receive State-designated number. Parcel numbers for City of Goleta shall be assigned distinct numbers related to assessor's numbers, property addresses or other suitable system.

12.1.4 Consultant shall provide updates to the existing project Right of Way Needs spreadsheet to accompany the appraisal map for appraisal and acquisition agents.

12.1.5 Consultant shall prepare legal descriptions for each parcel to be acquired for temporary or permanent use.

12.1.6 Consultant shall prepare legal descriptions for existing easements to be quitclaimed to the City or State (if any).

12.1.7 Consultant shall prepare legal description and sketch for abandonment of Kellogg Place for use by the City in the abandonment and conveyance process.

12.1.8 Consultant shall prepare sketches for all non-state related acquisitions.

12.1.9 Consultant shall maintain separate parcel files for each acquisition containing information such as title reports, existing easements, descriptions of parcels to be acquired or relinquished, vesting deeds and basic parcel information.

12.1.10 Consultant shall coordinate with City of Goleta real property, City of Santa Barbara real property, Caltrans R/W, project engineer and appraisal and acquisition personnel and support them during the acquisition process.

12.1.11 Consultant shall prepare final R/W map for the Highway 217 corridor for filing by Caltrans.

12.2 Under the direction of consultant HJA shall obtain current updated preliminary title reports for the properties subject to acquisition.

12.3 **AMENDMENT 3 SCOPE**. Engineering for additional R/W work is needed:

The additional right of way work includes increasing the parcel requirements from an estimated 53 to an estimated 60 parcels. Several original parcels have been removed and replaced with right of entry permits, but still require the creation of the parcel legal descriptions. Several changes have been made to the alignments for Ekwill and Hollister, resulting in needs to change appraisal maps, legal descriptions, plats and closures and to conduct the QA/QC for each change.

Research and review of prior rights information provided by Goleta Water District to aid in the City's evaluation of GWD claims. Preparation of a Prior Rights Report

Additional survey work related to RW for staking proposed right of way limits for several parcels.

Prior Rights Research and correspondence, and underlying fee determination for portions of Kellogg Way and Kellogg Ave that may be included in property swap.

Coordination, meetings, changes and preparation of plats, legal descriptions, closures and review, signing and distribution for the additional parcels.

TASK 13: RIGHT OF WAY APPRAISALS

Consultant shall oversee and direct Hamner, Jewell & Associates (HJA) in the appraisal and acquisition of right of way for the project.

13.1 Under the direction of consultant, HJA shall obtain appraisals from a state licensed real estate appraiser, prepared in conformance with state laws and Caltrans guidelines, as required to set the basis of right of way purchase offers to private property owners by the City. All appraisals shall be submitted to the City for review and pre-approval prior

to purchase offer presentations. If project funding requires formal third party appraisal reviews, this proposal assumes Caltrans staff shall provide the required appraisal reviews. This scope does not include any appraisal of public lands held by City, County, County Flood Control, or State; it is assumed that appraisals will only be required for the acquisitions of private properties listed in Task 14.

13.2 AMENDMENT 3 SCOPE. The following parcels have been added since the original scope was prepared:

AP 071-130-062	Yardi/Torridan	This parcel was not on the original list but has been identified as requiring an acquisition. PTR and appraisal will be required. Entry coordination for project studies required.
AP 071-130-049	Goleta Business Park	This parcel was not on the contract list but has been identified as requiring an acquisition. PTR and appraisal are required.
AP 071-130-040	Towbes (TCP Pine)	PTR obtained for this parcel; access coordination for site studies performed. Additional permanent r/w acquisition sought. Appraisal may be required.
AP 071-140-053	Kunze	No PTR requested, TCE may be avoided however some coordination may be necessary in conjunction with driveway access.
AP 071-140-064	Giorgi	PTR requested for this out of scope parcel; evaluation support regarding Caltrans denial of access requirement.
AP 071-190-034	Kellogg Ave LLC	New TCE required for retaining wall construction; this parcel was not in the original contract scope of work. Assume TCE without an appraisal.
AP 071-190-035	SYCAL Properties	Right of Entry for Driveway conform added/required
AP 071-170-061	Himelsein	Right of Entry for Driveway conform added/required
AP 071-170-062	See Family Trust	Right of Entry for Driveway conform added/required
AP 071-170-063	Antonucci	Right of Entry for Driveway conform added/required
AP 071-170-064	Antonucci	Right of Entry for Driveway conform added/required

AP 071-140-068	Catalina Barber	Right of Entry for Driveway conform added/required
AP 071-140-056	Bottiani	Right of Entry for Driveway conform added/required

TASK 14: RIGHT OF WAY ACQUISITION

Under the direction of consultant HJA shall prepare offer packages based upon the appraisals, for presentation to each involved property owner. Offer packages shall include an offer letter, Appraisal Summary Statement, proposed Acquisition Agreement, and Deed. Consultant shall present these documents for City review and pre-approval prior to presenting offers to property owners. Concurrently consultant shall seek Caltrans review and approval of the appraisals, prior to proceeding with making the purchase offers. If requested by the City, consultant shall have the limits of right of way acquisition staked in the field with lath and flagging to assist in visualizing the limits of the right of way being acquired. After offer presentation, consultant shall handle all follow up negotiations in pursuit of mutually acceptable amicable purchase agreements with each owner to finalize the property purchases. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, consultant shall coordinate with City and, if appropriate, with the City Attorney's office in conjunction with any required Necessity Hearing scheduling. For those on which we reach final agreements, we would process all documents for necessary approvals and coordinate escrows, title insurance, and closings. This project shall also require a residential relocation. Consultant shall provide relocation assistance in conformance with the California Government Code and, if federal funding is involved, in accordance with the provisions of the federal Uniform Act. Relocation assistance shall include interviewing tenants, providing required noticing, conducting market surveys to set benefit levels and identify potential replacement sites, present the tenant with referrals to potential replacement housing options, provide moving bid coordination, claim preparation and processing, and payment distribution and payment receipt documentation. Consultant shall also prepare a Relocation Plan in advance of making the property purchase offers and triggering relocation eligibility. Consultant shall draft any required Right of Way Certification.

Following is the list of parcels included in this proposal:

Assessor's Parcel Number	Owner	Type of Acquisition
071-130-051, -006	Mauracher	Partial
071-170-080, -083, and -079	University Properties	Partial and Full
071-170-082	Winnikoff Trust	Partial
071-130-023	McPage Enterprises	Partial
071-151-011	McLeans Auto Body & Paint	Partial
071-140-067 and -068	Catalina Barber Corp	Full/Exchange
071-090-078	DLC Enterprises	Partial

Assessor's Parcel Number	Owner	Type of Acquisition
071-090-036	Newland	Partial (+ Relocation)
071-090-007	Islay Investments	Partial
071-140-046	Bottiani	Partial/ Exchange
071-330-009	Jurkowitz Trust	Partial

14.1 AMENDMENT 3 SCOPE. The original scope of services is amended to provide:

An independent fee reviewer to comply with Caltrans review appraisal requirements. (Original scope assumed Caltrans would provide this service).

Due to timeline differentials with obtaining environmental clearances and funding, the Newland and Bottiani parcels now have different appraisal and offer descriptions.

Acquisition for the parcels listed under Task 13.2 above.

14.2 AMENDMENT 4 SCOPE. The original scope of services is amended to provide:

- Additional effort related to unanticipated prolonged and complicated acquisition negotiations on several properties.
- Additional effort related to support services for the City's filing of a Resolution of Necessity for five parcels.
- Additional effort relayed to required revisions to existing appraisals for certain properties.

14.3 AMENDMENT 5 SCOPE. Due to the changes to the Fowler Road project, there is additional Right of Way work that must be completed. The new knuckle at the western end of Fowler Road at Technology Drive will require a small right of way acquisition as well as modifications to the Temporary Construction Easement at the same parcel. At this point in the project, the majority of the right of way work has been completed for the Fowler Road project, and escrow has closed for the Temporary Construction Easement. Additional work is therefore required to obtaining a Preliminary Title Report, Appraisal, and Acquisition. The additional effort includes work for subconsultant MNS for surveying to complete the appraisal map, and for subconsultant Hamner, Jewell & Associates to complete the appraisals and acquisition work.

TASK 15: UTILITY COORDINATION

Consultant shall provide utility coordination throughout the project in accordance with Chapter 13 of the Caltrans' Right of Way Manual as required. This task involves communicating the City's project to the utility owners within the project limits and working with them to complete their plans and relocations for those utilities that conflict with the proposed project. Anticipated work under this task is as follows:

15.1 VERIFY EXISTING UTILITIES: Collect available utility information and review the topographic base map in order to identify existing utilities. A utility base map shall be prepared and sent to utility owners for verification. Part of the verification process is to

obtain additional utility information from the owners such as as-built record drawings and atlas sheets, as well as determining the facility's function.

Finally, the utility base map is revised using the utility owner provided items and information our team has developed over the course of the task.

- Utility Base Map: Prepare a utility base map to be used in conjunction with the topographic base map. Essentially, this base map documents the best available utility location information such as: USA markings; interpretation of as-built record drawings and utility atlas sheets; and pothole information.
- Utility Matrix: Prepare a utility matrix to organize and document in one location all the utility coordination activities including: owner; contact name, telephone and facsimile numbers; mailing and physical addresses; email addresses; dates and methods of communication; description of effected utility; method of conflict resolution, if any; status of relocation plans, if any; etc.

  This matrix is provided to the City and utility owners to provide a transparent understanding of all the utility locations, conflicts and issues to all potentially affected stakeholders. For example, often cable TV and telephone facilities are carried on electric poles. Using the matrix, the cable TV/telephone representatives can get a clear understanding of the project impacts to poles which they are on, but over which they have little to no control over.
- Utility Letter A (Verification) Package: Letter, matrix and associated plans that outline the proposed design and right-of-way, and existing utilities as mapped in the field. This letter puts the utility owner on notice that the City is intending to construct a project that may affect their facilities.
- As-Built Record Drawings: A primary function of the Utility Letter A is to gather and incorporate into the utility base mapping any utility owner record drawings or other pertinent information.

15.2 POSITIVE IDENTIFICATION AND DETERMINATION OF LIABILITY: Prepare and execute a potholing plan to provide positive identification and location of utility facilities that may conflict with the project.

High-risk vs. low-risk utility facilities will also be identified.

- Potholing: Obtaining positive location information of underground utilities that may be in conflict with the proposed project improvements, and all high-risk utilities within the project limits. The potholes will be surveyed and added to the project topo maps. Since the exact number of potholes cannot be determined in advance, consultant has assumed approximately two full days of potholing activity will be needed.
- Utility Letter B (Request for Relocation Plans) Package: Letter, updated matrix and associated plans that identify potential utility conflicts and approximate relocation schedules. This is a formal coordination letter that identifies the relocation work and schedule required to complete the relocations. Packages shall be sent to all utility owners within the project limits

– regardless of potential conflict or not – in order to provide transparency of all utility coordination.

- Relocation Parameters: Provide utility relocation parameters for utility owner relocations plans.

15.3 COORDINATE RELOCATION: Coordinate any and all modifications, changes, or relocations of existing underground and/or overhead utilities with respective utility companies. Where feasible, every effort shall be made to complete any and all modifications, changes, or relocations of existing underground and/or overhead utilities prior to construction.

Should the utility companies or the City decide to underground existing overhead utilities as part of the relocation, or desire the installation of conduits for future undergrounding or expansion of their facilities, Consultant shall work with the respective utility companies to incorporate their design into the plan set and assist in the development of cost sharing between the utility companies and the City in the utility relocation agreements for the additional cost of trenching, conduits, vaults, etc. associated with the undergrounding. The design of any "dry" utilities (overhead or underground) is not a part of this scope of work.

This scope of work assumes that the City shall prepare any utility relocation agreements.

Schedules and progress reports for utility efforts shall be prepared. Plans and cost estimates provided by the utility companies shall be reviewed and recommendations shall be made.

- Field Meetings: Attend field meetings with utility owner representatives.
- Utility Specifications: Prepare special provisions relating to utility coordination during construction including timing and duration of construction windows for utility relocations performed by owner's forces.
- Utility Plans: Finalize utility plans for contract documentation plan set.
- Utility "C" Letter (Notice to Owner) Package: Letter, updated matrix and final project plans that show location and elevation of existing utility and the proposed utility relocations. This letter satisfies the requirements in regards to utility conflicts.
- RE Pending File: The last step of this task is to provide documentation of the utility coordination effort for the City and the RE Pending file. This will provide the City with

15.4 AMENDMENT 3 SCOPE. Expanded utility coordination due to the presence of several mainline trunk utilities that run along Hollister Avenue. Utility relocation efforts for these facilities are going to require additional potholing (20 original vs. 60 now), along with intensive coordination to accomplish the staged construction on Hollister Avenue.

15.5 AMENDMENT 5 SCOPE. The utility coordination process has proven to be much more extensive than originally scoped. The level of coordination and utility design for the Hollister Avenue/Route 217 Roundabouts has proved to be more extensive than originally scoped and requires extension additional coordination with the Hollister Avenue Bridge project, as well. Amendment 5 addresses the additional work by DHA to complete the utility coordination for the project.

Temporary traffic signal staging plans have expanded to four stages of construction with multiple signal head moves for each stage. Consequently, DHA will secure a new electrical subconsultant (Y&C) to prepare up to an additional 18 plan sheets to accommodate the various stages of construction for the signals and street lights.

TASK 16: MITIGATION MONITORING PLAN

PERMIT CONDITONS SUMMARY TABLE AND PS&E INTEGRATION

16.1 PREPARE SUMMARY TABLE. Once permitting conditions have been finalized Consultant shall compile the Permit Conditions Summary Table, which is comprised of a list of mitigation measures and conditions of approval identified during environmental review and the permitting process. This would comply with Caltrans' Local Assistance Procedures Manual that requires the following be submitted to the District Local Assistance Engineer (DLAE):

> "The local agency shall develop a list of all mitigation as related to NEPA and provide it along with the technical reports and draft environmental document to the DLAE.
>
> The local agency shall certify that all required mitigation has been completed and/or is included in the Final Plans, Specifications and Estimate (PS&E), and that any required ongoing maintenance of mitigation is implemented (23 CFR Parts 635,771, and 772)."

This task will satisfy the Environmental Commitments Record as described in Section 39 of the Caltrans Standard Environmental Reference.

16.2 INTEGRATE ENVIRONMENTAL INFORMATION WITH PS&E DEVELOPMENT. The PS&E specifications sheets and final bid package shall incorporate inputs from the permitting process. The task would involve:

- Integrate mitigation measures into the PS&E.
- Prepare the Permit Conditions Summary Table and specifications

16.3 MITIGATION PLAN. Consultant shall prepare a biological mitigation plan that fulfills all of the requirements of the City's EIR and provides the biological information needed to support the COE, CDFG, RWQCB, and CCC permit applications (as indicated in Task 6 Permitting). Integrate the compensatory mitigation plan into the biological mitigation and monitoring plan required by Mitigation Measure NA-1 in the EIR (herein referred to as the Mitigation Plan).

The Mitigation Plan shall comprise a biological mitigation and monitoring plan that incorporates all of the biological conditions related to construction of the project, including the "compensatory mitigation plan" required to obtain a section 404 permit from the COE. The plan shall include protection and replacement of habitats, streams, and wetlands, and measures for the protection of sensitive plants and animals, as described in the EIR. The compensatory mitigation plan shall include site selection information, a mitigation work plan and maintenance plan, performance standards and monitoring requirements, and long-term and adaptive management plans. The Mitigation Plan shall include the following components as identified and described in further detail in the EIR:

- Protection and replacement of riparian habitat
- Native tree inventory and protection plan
- Wetland habitat restoration
- Pre-construction floristic surveys and compensation
- Plant restoration
- Construction restrictions for riparian birds and raptors
- Construction zone housekeeping
- Maintenance restrictions
- Avoid/minimize impacts to least Bell's vireo

The following tasks shall be implemented in order to create the Mitigation Plan:

16.3.1 COMPENSATORY MITIGATION SITE SELECTION. Select specific sites for restoration, enhancement and/or creation required to complete the Mitigation Plan and obtain key permits. The City shall provide descriptions of potential available locations and acreage suitable for compensatory mitigation. Consultant shall make recommendations to the City regarding the locations for the compensatory mitigation site(s).

16.3.2 FIELD VISITS AND GROUND-TRUTH DATA. Conduct a field visit to verify biological resource information gathered during the preparation of the EIR is accurate and up to date. Map native trees for preparation of the native tree inventory and protection plan.

16.3.3 COORDINATE WITH LANDSCAPE ARCHITECT ON LANDSCAPE AND IRRIGATION PLANS AND SPECIFICATIONS. Provide a restoration biologist to provide input on landscape and irrigation plan drawings and specifications, including plant/seed layouts, palettes, and specifications.

16.3.4 PREPARE DRAFT MITIGATION MONITORING PLAN. Prepare a draft Mitigation Monitoring Plan. The Mitigation and Monitoring Plan will be coordinated with the project landscape plans. The restoration component of the mitigation plan shall include details

on restoration locations and habitat types, plant/seed source, plant layouts and palettes, plant and seed installation methods, irrigation methods, restoration schedule, a description of the 5-year maintenance and monitoring program methods, and include the following performance standards:

- Native cover must be 70 percent after three years and retain 70 percent coverage by the end of the 5-year monitoring and maintenance period.
- Non-native invasive plants, excluding non-native grasses, must remain below 10 percent of total vegetation cover at all times.
- Vegetation must survive without supplemental irrigation for at least 2 years.
- No single species shall constitute more than 50 percent of the vegetative cover.
- Replacement plants shall be monitored for a minimum of 3 years to ensure successful establishment.
- The draft Mitigation Plan will be submitted electronically for review and approval by the resource agencies and Goleta.

16.3.5 PREPARE FINAL MITIGATION PLAN. Revise the Mitigation Plan based on comments from agencies and Goleta, and prepare a final Mitigation Plan. Submit 10 copies of the final Mitigation Plan to the permitting agencies and Goleta on hard copies or CD as appropriate.

16.4 AMENDMENT 3 SCOPE. Identification of a potential mitigation site on the City of Santa Barbara Airport property along Hollister Avenue and preparation of a preliminary concept paper to facilitate Airport review and approval. Conduct all field surveys, mapping and conceptual plan preparation for the mitigation sites, including the site on the Airport property.

16.5 AMENDMENT 5 SCOPE. DHA and URS will prepare the final response to RWQCB comments as related to the Mitigation Plan. URS will amend the Mitigation Plan to reflect the revised project impacts related to the reduction in scope of Fowler Road. The revised Mitigation Plan measures will be incorporated into the PS&E and into a revised Permit Conditions Summary Sheet.

LIST OF DELIVERABLES

- Biological inputs for the landscape and irrigation plans
- Draft Mitigation Plan
- Final Mitigation Plan
- Draft Revised Mitigation Plan
- Final Revised Mitigation Plan

TASK 17: PROVIDE BIDDING AND CONSTRUCTION SUPPORT

17.1 Consultant shall interpret plans and specifications as required during the bidding process. Attend and participate in a pre-bid meeting with potential bidders. Consultant shall answer questions regarding the Technical Provisions and the design drawings during the bidding process.

This Amendment 5 request includes the time and effort for DHA to complete the extra submittal for Fowler Road and Hollister Avenue/Route 217, and for MNS to compete the extra submittal for Ekwill Street.

TASK 18: AMENDMENT 5 SCOPE. ADDITIONAL REPORTS TO CALTRANS.

The project was originally scoped for submittals to City based on preparing standard engineering reports needed for the project. Caltrans requires additional reports to be prepared over and above the original scope. Now that the Caltrans involvement has changed to include the entire project oversight, not just the portion in State right of way,

these reports need to be prepared and submitted to Caltrans in their specific format for every segment of the project. The new reports include Design Exceptions, Storm Water Data Reports, and the Traffic Management Plan. This amendment request includes the additional work for DHA to prepare and submit these reports for Caltrans review, including the subsequent report revisions and responses to Caltrans comments

CITY OF GOLETA RESPONSIBILITIES

- Provide basic criteria for project design, record drawings, and preprinted portions of the specifications.
- Provide copies of available pertinent City records, such as survey ties, benchmarks, road plans, and record maps the City knowingly has in its possession.
- Print and distribute final bid documents, unless requested as an additional service.
- Mediate with land owners for access to and provisions for consultant to enter upon private and public lands.
- Provide all other required services that cannot, by law, be performed by consultant.
- Provide contract administration and inspection during construction.
- Be responsible for all communication with the Caltrans' District Local Assistance Engineer for grant funding and cost reimbursement.
- The City's Director of Public Works or designee shall serve as Contract Administrator for the project.

Exhibit B-5
Contract Summary

City of Goleta
Ekwill Street and Fowler Road Extensions Project

DRAKE HAGLAN AND ASSOCIATES
CONTRACT SUMMARY - AMENDMENT 5

CONTRACT No.
CONSULTANT: Drake Haglan and Associates

CONSULTANT COST PROPOSAL

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Craig Drake	Principal Engineer	80	$ 101.55	$8,124.00
Dave Melis	Senior Engr. Range D	256	$ 70.25	$17,984.00
Jose Silva	Senior Engr. Range D	152	$ 85.90	$13,056.80
Melissa McConnell	Engr. Range C	558	$ 52.50	$29,295.00
Amber Castle Keane	Engr. Range A	496	$ 42.25	$20,956.00
Anthony Boyes	Engr. Range A	592	$ 42.00	$24,864.00
Ashley Satow	Asst. Engr Range A	400	$ 29.00	$11,600.00
Stephanie Morales	CAD Designer	380	$ 33.00	$12,540.00
Matt Burgard	Engr. Range C	234	$ 53.25	$12,460.50
Keith Dresbach	CAD Manager	172	$ 46.20	$7,946.40
Theresa Bautista	Admin.	84	$ 35.00	$2,940.00
		3,404	Total Hours	

Subtotal Direct Labor Costs	$161,766.70
Anticipated Salary Increases	$5,619.20
TOTAL - DIRECT LABOR	**$167,385.90**

INDIRECT COSTS

	Rate	Amount
Overhead	99.10%	$165,879.43
Fringe Benefit	51.00%	$85,366.81
General & Administrative	0.00%	$0.00
	150.10%	

TOTAL - INDIRECT COSTS **$251,246.24** $468,868.00

FEE (12.00%) **TOTAL - FEE** **$50,235.86**

OTHER DIRECT COSTS

Travel Costs	$ 3,989.00
Reproduction	$ 450.00
Overnight Deliveries	$ 250.00
Equipment Rental and Supplies	$ -
Potholing	$ -
Appraisals	$ -
Drilling	$ -
Permit Fees	$ -

$4,689.00

TOTAL - OTHER DIRECT COSTS **$4,689.00**

TOTAL DHA COST **$473,557.00**

SUBCONSULTANTS

MNS:	$ 34,318.00
Reid Middleton:	$ -
David Black & Associates:	$ -
Kittelson:	$ -
AECOM (URS):	$ 178,184.00
Fugro:	$ -
Geocon:	$ -
Hamner-Jewell:	$ 9,000.00
Y&C Transportation Consultants	$ 80,000.00

TOTAL SUBCONSULTANT COST **$301,502.00**

TOTAL AMENDMENT 5 **$775,059.00**

City of Goleta
Ekwill Street and Fowler Road Extensions Project

DRAKE HAGLAN AND ASSOCIATES
CONTRACT SUMMARY

CONTRACT No. CONSULTANT COST PROPOSAL
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Craig Drake	Principal Engineer	318	$ 80.00	$25,440.00
Dennis Haglan	Principal Engineer	36	$ 86.00	$3,096.00
Kevin Ross	Principal Engineer	50	$ 76.50	$3,825.00
Howard Michael	Principal Engineer	44	$ 75.25	$3,311.00
Dave Melis	Senior Engineer, Range C	332	$ 60.10	$19,953.20
Jeff Elmensdorp	Senior Engineer, Range A	170	$ 50.00	$8,500.00
Matt Lampa	Engineer, Range B	696	$ 46.00	$32,016.00
Melissa Lincoln	Engineer, Range B	660	$ 43.00	$28,380.00
Anthony Boyes	Assistant Engineer, Range A	796	$ 26.44	$21,046.24
Alex Barba	CAD Draftsperson, Range B	139	$ 35.00	$4,865.00
Theresa Bautista	Administration, Range B	85	$ 30.00	$2,550.00
		3,326	Total Hours	
		Subtotal Direct Labor Costs		$152,982.44
		Anticipated Salary Increases		$6,126.12
			TOTAL - Direct Labor	$159,108.56

INDIRECT COSTS	Rate	Total
Overhead	95.36%	$151,725.92
Fringe Benefit	49.40%	$78,599.63
General & Administrative	0.00%	$0.00
	144.76%	
	TOTAL - Indirect Costs	$230,325.55

FEE	(10.00%)	TOTAL - Fee	$38,943.41

OTHER DIRECT COSTS			Total
Travel Costs (mileage)	Miles	4,000 @ $ 0.555	$ 2,220.00
Travel Costs (lodging)	Nights	15 @ $ 150.00	$ 2,250.00
Outside Photocopies	Each	840 @ $ 0.10	$ 84.00
Plan Reproduction	Full Size Sheets	180 @ $ 5.00	$ 900.00
Overnight Service	Each	10 @ $ 15.60	$ 156.00
Graphic Presentation Boards	Boards	12 @ $ 45.00	$ 540.00
		TOTAL - Other Direct Costs	$6,150.00
		TOTAL COST	$434,527.52

SUBCONSULTANTS	
MNS Engineers	$ 415,015.00
Reid Middleton	$ 69,120.00
David Black & Associates	$ 42,825.00
Kittleson	$ 27,420.00
URS	$ 140,288.00
Fugro	$ 107,155.00
Geocon	$ 19,725.00
Hamner-Jewell	$ 140,898.00
Total Subconsultants Cost	$ 962,446.00
Total Contract	**$1,396,974.00**

MNS Engineers

Ekwill Street and Fowler Road Extensions Project Design Amendment No.5

Contract No. 05-4611U4 Project No. 0500000548

DIRECT LABOR

Classifications/Title	Name	Hours	Pay Rate	Total Direct Labor
Principal Engineer	Kowalewski	40	$90.00	$3,600.00
Principal Engineer	Ip	40	$75.00	$3,000.00
Project Engineer	TBD	22	$42.50	$935.00
Associate Engineer	TBD	22	$34.00	$748.00
CADD Manager	Burns	60	$43.00	$2,580.00
Principal Surveyor	Reinhardt	4	$105.77	$423.08
Senior Project Surveyor	Sobecki	12	$42.31	$507.72
Assistant Project Surveyor	Sleeman	16	$28.00	$448.00

a) Subtotal Direct Labor Costs $12,241.80

b) Anticipated Salary Increases $0.00

c) TOTAL DIRECT LABOR COSTS [a +b] $12,241.80

FRINGE BENEFITS

d) Fringe Benefits Rate 56.44%

e) TOTAL FRINGE BENEFITS [c x d] $6,909.27

INDIRECT COSTS

f) Overhead Rate 92.85%

g) OVERHEAD $11,366.51

h) General & Adm. Rate 0.00%

i) GEN & ADM $0.00

j) TOTAL INDIRECT COSTS [g + i] $11,366.51

FIXED FEE (Profit)

q) Profit Rate 12.00%

k) TOTAL PROFIT [(c + e + j) x q] $3,662.11

OTHER DIRECT COSTS (ODC)

l) Postage, plots, copies $138.31

m) Equipment Rental and Supplies $0.00

n) Permit Fees, Plan Sheets, Test Holes, Title Reports, etc. $0.00

o) Subconsultant Costs

p) TOTAL OTHER DIRECT COSTS [l + m + n + o] $138.31

TOTAL COST [c + e + j + k + p] $34,318.00

NOTES:

City of Goleta
Ekwill Street and Fowler Road Extensions Project

MNS ENGINEERS
CONTRACT SUMMARY

CONTRACT No. _____ **CONSULTANT COST PROPOSAL**
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours		Rate	Total
Shawn Kowalewski	Principal Engineer	120	$	60.10	$7,211.54
Mark Reinhardt	Principal Surveyor	200	$	96.15	$19,230.76
Steve Orosz	Supervising Engineer	60	$	90.00	$5,400.00
Adam Chase	Senior Project Engineer	600	$	37.00	$22,200.00
Rob Sandquist	Associate Engineer	320	$	30.00	$9,600.00
Todd Wilkinson	Assistant Engineer	1,010	$	25.00	$25,250.00
Shane Sobecki	Assistant Surveyor	440	$	34.00	$14,960.00
Staff	Survey Party Chief	165	$	42.21	$6,964.65
Staff	Chainperson	120	$	39.13	$4,695.60
Robert Starr	Supervising CAD Technician	346	$	36.00	$12,456.00
Masa Ueoka	Senior Land Title Analyst	60	$	36.06	$2,163.46
Staff	Administrative Assistant	75	$	20.00	$1,500.00
		3,516	Total Hours		
		Subtotal Direct Labor Costs			$131,632.01
		Anticipated Salary Increases			$5,265.02
				TOTAL - Direct Labor	$136,897.03

INDIRECT COSTS	Rate	Total
Overhead	103.73%	$142,003.29
Fringe Benefit	56.50%	$77,346.82
General & Administrative	0.00%	$0.00
	160.23%	$219,350.11
	TOTAL - Indirect Costs	$219,350.11

FEE (12.00%) TOTAL - Fee $42,749.66

OTHER DIRECT COSTS				Total
Utility Potholing (Subcontractor)	Each	16 @ $ 625.00	$	10,000.00
Map Review and Filing Fees	Each	1 @ $1,500.00	$	1,500.00
Photocopies	Each	6,000 @ $ 0.10	$	600.00
Plotting Costs	Full Size Sheets	700 @ $ 5.00	$	3,500.00
Overnight Service	Each	14 @ $ 15.60	$	218.40
Monuments	Each	1 @ $ 200.00	$	200.00
		TOTAL - Other Direct Costs		$16,018.40

TOTAL COST $415,015.00

City of Goleta
Ekwill Street and Fowler Road Extensions Project

REID MIDDLETON, INC.
CONTRACT SUMMARY

CONTRACT No. _____ **CONSULTANT COST PROPOSAL**
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Kelli Owen	Senior Engineer	48	$ 54.65	$2,623.20
Patrick McGrady	Project Designer	101	$ 41.70	$4,211.70
Rachel Price	Project Engineer	178	$ 39.50	$7,031.00
Amanda Ruksznis	Design II	48	$ 29.50	$1,416.00
Walter Ciridon	Senior Designer	42	$ 35.80	$1,503.60
Carrie Wold	Project Administrator	15	$ 28.55	$428.25
Vicky Fleer	Technical Writer	5	$ 34.05	$170.25
		437	Total Hours	
		Subtotal Direct Labor Costs		$17,384.00
		Anticipated Salary Increases		$694.98
			TOTAL - Direct Labor	$18,078.98

INDIRECT COSTS

	Rate	Total
Overhead	229.30%	$41,455.10
Fringe Benefit	0.00%	$0.00
General & Administrative	0.00%	$0.00
	229.30%	
	TOTAL - Indirect Costs	$41,455.10

FEE (10.00%) TOTAL - Fee $5,953.41

OTHER DIRECT COSTS

			Total
Travel Costs (airfare)	Flights	6 @ $ 348.00	$ 2,088.00
Travel Costs (lodging)	Nights	3 @ $ 150.00	$ 450.00
Travel Costs (car rental)	Days	4 @ $ 105.00	$ 420.00
Graphic Presentation Boards	Boards	15 @ $ 45.00	$ 675.00
		TOTAL - Other Direct Costs	$3,633.00

TOTAL COST $69,120.00

City of Goleta
Ekwill Street and Fowler Road Extensions Project

DAVID R. BLACK & ASSOCIATES
CONTRACT SUMMARY

CONTRACT No. _____ **CONSULTANT COST PROPOSAL**
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
David Black	Landscape Architect	175	$ 100.00	$17,500.00
Natira Jones	Designer/Draftsperson	135	$ 67.00	$9,045.00
		310	Total Hours	
			Subtotal Direct Labor Costs	$26,545.00
			Anticipated Salary Increases	$1,063.92
			TOTAL - Direct Labor	$27,608.92

INDIRECT COSTS		Rate	Total
Overhead		15.00%	$4,141.34
Fringe Benefit		12.00%	$3,313.07
General & Administrative		12.00%	$3,313.07
		39.00%	
		TOTAL - Indirect Costs	$10,767.48
FEE	(10.00%)	TOTAL - Fee	$3,837.64

OTHER DIRECT COSTS				Total
Travel Costs (mileage)	Miles	200 @ $ 0.555	$	111.00
Outside Photocopies	Each	500 @ $ 0.10	$	50.00
Overnight Service	Each	@ $ 15.60	$	-
Graphic Presentation Boards	Boards	10 @ $ 45.00	$	450.00
		TOTAL - Other Direct Costs		$611.00
		TOTAL COST		$42,825.00

City of Goleta
Ekwill Street and Fowler Road Extensions Project

KITTLESON & ASSOCIATES, INC.
CONTRACT SUMMARY

CONTRACT No. _____ **CONSULTANT COST PROPOSAL**
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Jim Damkowitch	Prinicpal Engineer / Planner	77	$ 63.63	$4,899.51
Chirag Safi	Engineer / Planner	78	$ 34.70	$2,706.60
Ruth Holtman	Technician I	11	$ 22.40	$246.40
		166	Total Hours	
		Subtotal Direct Labor Costs		$7,852.51
		Anticipated Salary Increases		$313.79
			TOTAL - Direct Labor	$8,166.30

INDIRECT COSTS	Rate	Total
Overhead	0.00%	$0.00
Fringe Benefit	65.08%	$5,314.63
General & Administrative	140.17%	$11,446.70
	205.25%	
	TOTAL - Indirect Costs	$16,761.32

FEE	(10.00%)	TOTAL - Fee	$2,492.76

OTHER DIRECT COSTS	Total
Travel Costs	$ -
Photocopies	$ -
Overnight Service	$ -
Graphic Presentation Boards	$ -
TOTAL - Other Direct Costs	$0.00

TOTAL COST $27,420.00

City of Goleta
DHA Ekwill-Fowler Permitting Additional Funding Request
AECOM Scope Amendment Request No. 4

AECOM
CONTRACT SUMMARY

CONTRACT No. 2012-090 (Agreement No.) — CONSULTANT COST PROPOSAL
CONSULTANT: Drake Haglan & Associates

DIRECT LABOR

Name	Classification	Hours	Rate/ hour	Total
Robert Ray	Sr Project Manager	278	$ 79.87	$ 22,204
Tim Murphy	Sr Project Manager	24	$ 77.92	$ 1,870
Craig Woodman	Project Scientist, Engineer	4	$ 70.00	$ 280
Matt Dunn	Project Scientist, Engineer	24	$ 54.00	$ 1,296
Julie Love	Project Scientist, Engineer	276	$ 39.81	$ 10,988
Noel Casil	Sr Engineer, Scientist	40	$ 61.38	$ 2,455
Tricia Winterbauer	Sr Engineer, Scientist	6	$ 44.44	$ 267
Jacquelynn Ybarra	Sr Engineer, Scientist	0	$ 38.67	$ -
Adam Poll	Sr Engineer, Scientist	96	$ 41.07	$ 3,943
Kyle Kessler	Staff Engineer, Scientist	236	$ 29.74	$ 7,019
Jennifer George	Staff Engineer, Scientist	0	$ 28.87	$ -
Billy Fletcher	Staff Engineer, Scientist	68	$ 28.27	$ 1,922
Mindy Chow	Staff Engineer, Scientist	2	$ 25.00	$ 50
Jaret Campisi	Sr GIS Specialist	260	$ 28.04	$ 7,290
Angie McMurtry	Sr GIS Specialist	0	$ 39.05	$ -
Karlo Guillermo	GIS Specialist	12	$ 23.48	$ 282
Doug Kelley	Technical Typist/Word Processor	3	$ 37.76	$ 113
Tom Lee	Technical Typist/Word Processor	7	$ 23.25	$ 163
Kim Dominguez	Clerk/Sr. Administrative Assistant	0	$ 28.12	$ -
Wendy Willis	Clerk/Sr. Administrative Assistant	32	$ 33.96	$ 1,087

Subtotal Direct Labor Costs	$61,228	
TOTAL - Direct Labor		$ 61,228

INDIRECT COSTS	Rate	Total
Overhead	94.51%	$ 57,866.55
Fringe Benefit	24.44%	$ 14,964.12
General & Administrative	20.19%	$ 12,361.93
	139.14%	

TOTAL - Indirect Costs	$ 85,193
FEE 10.00% — TOTAL - Fee	$ 14,642

Other Direct Costs	Unit	Qty	Cost	Total
Mileage	MILE	150	$ 0.54	$ 81
Micellaneous Expenses	EA	250	$ 1.00	$ 250
File Search	EA	675	$ 1.00	$ 675
Reproduction (black & white)	EA	2,000	$ 0.10	$ 200
Reproduction (color)	EA	250	$ 1.50	$ 375

		Hours	Rate/ hour	Total
Rincon Consultants, Inc.	Christopher Julian	95	$155.00	$ 14,725

TOTAL - Other Direct Costs	$ 16,306
FEE 5.00% — TOTAL - Fee	$ 815
TOTAL COST	$ 178,184

City of Goleta
Ekwill Street and Fowler Road Extensions Project
PS&E Project

URS CORPORATION

CONTRACT SUMMARY

CONTRACT No.
SUB-CONSULTANT TO: Drake Haglan & Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Craig Woodman	Sr Proj Mgr	298	$ 55.98	$16,682.04
Christopher Julian	Proj Scientist/Engineer	144	$ 51.96	$7,482.24
Johanna Kisner	Staff Engineer/Scientist	170	$ 36.52	$6,208.40
Beth Anna Cornett	Staff Engineer/Scientist	128	$ 33.44	$4,280.32
Julie Love	Staff Engineer/Scientist	168	$ 38.36	$6,444.48
David Denniston	Sr GIS Specialist	24	$ 44.36	$1,064.64
Jaret Campisi	GIS Specialist	132	$ 23.88	$3,152.16
Doug Kelley	Word Processor	44	$ 32.32	$1,422.08
Wendy Willis	Clerk Sr. Admin Ass't	64	$ 30.08	$1,925.12
		Subtotal Direct Labor Costs		$48,661.48
		Anticipated Salary Increases		$1,946.46
			TOTAL - Direct Labor	$50,607.94

INDIRECT COSTS	Rate	Total
Overhead	76.65%	$38,792.00
Fringe Benefit	44.47%	$22,504.34
General & Administrative		
	121.12%	
	TOTAL - Indirect Costs	$61,296.34

FEE	(10.00%)		TOTAL - Fee	$11,190.43
Facilites Captial Cost of Money (FCCM)				$176.12
OTHER DIRECT COSTS	COST UNIT	# UNITS	Total	
Travel Costs (Car rental)	105 DAY	9	$ 945.00	
B/W Photocopies	0.105 PG	1010	$ 106.05	
Color Repro	0.525 PG	230	$ 120.75	
RC Graphics	105 HR	100	$ 10,500.00	
Arch and Native Am Monitoring	78.75 HR	52	$ 4,095.00	
Backhoe	1050 DAY	1	$ 1,050.00	
FEDEX	20 Per package	10	$ 200.00	
			TOTAL - Other Direct Costs	$17,016.80
			TOTAL COST	$140,288.00

City of Goleta
Ekwill Street and Fowler Road Extensions Project

FUGRO CONSULTANTS, INC.
CONTRACT SUMMARY

CONTRACT No. _____ **CONSULTANT COST PROPOSAL**
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours		Rate	Total
Jon Blanchard	Principal	68	$	57.17	$3,887.56
Loree Berry	Senior Professional	116	$	37.96	$4,403.36
Chad Stoehr	Senior Staff Professional	240	$	32.05	$7,692.00
Brendan Egan	GIS/CADD Operator	64	$	40.00	$2,560.00
Michelle Herrara	Word Processor	40	$	18.39	$735.60
		528	Total Hours		
		Subtotal Direct Labor Costs			$19,278.52
		Anticipated Salary Increases			$775.11
				TOTAL - Direct Labor	$20,053.63

INDIRECT COSTS	Rate	Total
Overhead	164.57%	$33,002.26
Fringe Benefit	64.34%	$12,902.51
General & Administrative	0.00%	$0.00
	228.91%	
	TOTAL - Indirect Costs	$45,904.77

FEE (10.00%) TOTAL - Fee $6,595.84

OTHER DIRECT COSTS				Total
Drilling	Each	1 @	$ 12,130.00	$ 12,130.00
Laboratory Analysis	Each	1 @	$ 13,815.00	$ 13,815.00
Overnight Service	Each	2 @	$ 15.60	$ 31.20
Traffic Control	Day	5 @	$ 1,725.00	$ 8,625.00
			TOTAL - Other Direct Costs	$34,601.20

TOTAL COST $107,155.00

City of Goleta
Ekwill Street and Fowler Road Extensions Project

GEOCON CONSULTANTS, INC.
CONTRACT SUMMARY

CONTRACT No. _____ **CONSULTANT COST PROPOSAL**
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Richard Day	Senior	12	$ 65.00	$780.00
Chris Merritt	Project	20	$ 32.75	$655.00
Luann Beadle	Sr. Staff	48	$ 27.50	$1,320.00
Dirk Hansen	Drafting	12	$ 37.50	$450.00
Kari Holzgang	Project Coordinator	6	$ 27.00	$162.00
		98	Total Hours	
		Subtotal Direct Labor Costs		$3,367.00
		Anticipated Salary Increases		$134.68
			TOTAL - Direct Labor	$3,501.68

INDIRECT COSTS	Rate	Total
Overhead	170.00%	$5,952.86
Fringe Benefit	0.00%	$0.00
General & Administrative	0.00%	$0.00
	170.00%	
	TOTAL - Indirect Costs	$5,952.86

FEE (10.00%) TOTAL - Fee $945.45

OTHER DIRECT COSTS			Total
Laboratory Analysis	Each	1 @ $ 8,595.00	$ 8,595.00
Truck	Day	2 @ $ 125.00	$ 250.00
Hand Auger	Each	2 @ $ 40.00	$ 80.00
Sample Tubes	Each	14 @ $ 10.00	$ 140.00
GPS	Each	1 @ $ 160.00	$ 160.00
Level D/PPE/Decon	Each	2 @ $ 50.00	$ 100.00
		TOTAL - Other Direct Costs	$9,325.00
		TOTAL COST	$19,725.00

City of Goleta
Ekwill Fowler Project

Hamner, Jewell & Associates
CONTRACT AMENDMENT No. 4

CONTRACT No. EF Project **CONSULTANT COST PROPOSAL**
CONSULTANT: Hamner, Jewell & Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Lillian Jewell	Managing Sr. Associate	0	$ 62.98	$0.00
David Jewell	Associate 1 RW Agent	40	$ 30.00	$1,200.00
Valerie Bond/Debbie Brunsting	Transaction Coordinator	8	$ 27.50	$220.00
Cathy Springford	Senior Associate	0	$ 49.00	$0.00
		0	$ -	$0.00
		0	$ -	$0.00
		0	$ -	$0.00
		0	$ -	$0.00
		0	$ -	$0.00
		48	Total Hours	

Subtotal Direct Labor Costs	$1,420.00	
Anticipated Salary Increases	$0.00	
TOTAL - Direct Labor		**$1,420.00**

INDIRECT COSTS	Rate	Total
Overhead	88.28%	$1,253.58
Fringe Benefit	56.89%	$807.84
General & Administrative	54.20%	$769.64
	199.37%	

TOTAL - Indirect Costs		**$2,831.05**
FEE (10.00%)	**TOTAL - Fee**	**$425.11**
OTHER DIRECT COSTS	**Total Labor**	$4,676.16

Travel Costs (mileage)	0 @	$0.55	$	-
Postage and Delivery	0 @	$ 200.00	$	-
Title Reports	1 @	$ 323.84	$	323.84
Appraisals (including Reviewer)	1 @	$ 4,000.00	$	4,000.00

TOTAL - Other Direct Costs	$4,323.84
TOTAL - Contract	$9,000.00

City of Goleta
Ekwill Street and Fowler Road Extensions Project

HAMNER, JEWELL & ASSOCIATES
CONTRACT SUMMARY

CONTRACT No. _____ **CONSULTANT COST PROPOSAL**
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Lillian Jewell	Managing Sr. Associate	160	$ 50.00	$8,000.00
Cathy Springford	Senior Associate	345	$ 45.00	$15,525.00
Heather Johnson	R/W Agent	105	$ 33.00	$3,465.00
Brianna Vazquez	Bilingual Relocation Agent	36	$ 16.50	$594.00
Valerie Bond	Transaction Coordinator	102	$ 27.50	$2,805.00
		750	Total Hours	
			Subtotal Direct Labor Costs	$30,389.00
			Anticipated Salary Increases	$1,216.23
			TOTAL - Direct Labor	$31,605.23

INDIRECT COSTS	Rate	Total
Overhead	131.00%	$41,402.85
Fringe Benefit	37.00%	$11,693.93
General & Administrative	0.00%	$0.00
	168.00%	
TOTAL - Indirect Costs		$53,096.78

FEE	(10.00%)	TOTAL - Fee	$8,470.20

OTHER DIRECT COSTS			Total
Preliminary Title Reports	Reports	15 @ $ 745.00	$ 11,175.00
Appraisals	Parcels	15 @ $2,400.00	$ 36,000.00
Express Mail	Each	30 @ $ 5.30	$ 159.00
Mileage	Miles	285 @ $ 0.555	$ 158.18
Overnight Service	Each	15 @ $ 15.60	$ 234.00
		TOTAL - Other Direct Costs	$47,726.18
		TOTAL COST	$140,898.00

COST PROPOSAL

CONTRACT No. City of Goleta Hollister Ave/SR 217 Interchange Date Updated 9/20/16
CONSULTANT Y&C Transportation Consultants, Inc.

DIRECT LABOR

Classification	Name	Range	Hours		Initial Hourly Rate		Total
Engineer XII	Dan Yau	90 - 100	57.0	@	$ 91.67	$	5,225.19
Engineer XI	Kin Chan	80 - 90	88.0	@	$ 83.17	$	7,318.96
Engineer IV	Meng Yang	37 - 43	128.0	@	$ 43.00	$	5,504.00
Engineer III	Victor Baltazar	32 - 37	128.0	@	$ 34.00	$	4,352.00
Engineer II	Jimmy Duong	29 - 32	130.0	@	$ 31.00	$	4,030.00
Engineer I		27 - 29	322.0	@	$ 28.00	$	9,016.00
			0.0	@	$ 0.00	$	-
			0.0	@	$ 0.00	$	-
			0.0	@	$ 0.00	$	-
			0.0	@	$ 0.00	$	-
			0.0	@	$ 0.00		-

Subtotal Direct Labor Costs	$ 35,446.15
Anticipated Salary Increases (0%)	$ -

	Total Direct Labor Costs			$ 35,446.15
FRINGE BENEFITS		**Rate**	**Total**	
Fringe Benefits		50.96%	$ 18,063.36	
	Total Fringe Benefits			$ 18,063.36
INDIRECT COSTS				
Overhead/General and Administrative		49.87%	$ 17,677.00	
	Total Indirect Costs			$ 17,677.00
FEE @ 10%				$ 7,118.65

OTHER COSTS

Transportation (Mileage at IRS rate/Parking at cost)	$	1,120.00
Reproductions Costs (out of office blue lines, xerox, binding)	$	
Accomodation and Meals (at cost)	$	545.00
Mail & Delivery Services (Express Mail and Postage)	$	30.00
Total Other Costs		$ 1,695.00

TOTAL COSTS **$ 80,000.15**

Exhibit C-5
Local Agency Consultant DBE Information

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE INFORMATION

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section

1. Local Agency Name: City of Goleta
2. Project Location: Fowler Rd Extension, Ekwill St. Extension, Hollister Ave. Imp, SR 217 and Kellog Ave
3. Project Description: Plans, Specifications, Estimate, Right of Way Engineering & Acquisition for Road Extension
4. Total Contract Award Amount: $ 3,619,651
5. Consultant Name: Drake Haglan and Associates
6. Contract DBE Goal %: 0.02%
7. Total Dollar Amount for all Subconsultants: $ 1,945,581
8. Total Number of all Subconsultants: 9

Award DBE/DBE Information

9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Appraisal & Acquisition	Hamner, Jewel & Assoc.	11080114	$ 238,025
	340 James Wy, Ste. 150, Pismo Beach		
	CA, 93449, (805) 773-1459		
Traffic	Y&C Transporation Consultants		
	3250 Ramos Cir, Sac, CA 95827	28989	$ 80,000
	(916) 366-8000		

Local Agency to Complete this Section

20. Local Agency Contract Number:
21. Federal-aid Project Number:
22. Contract Execution Date:

Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:

23. Local Agency Representative Name (Print)
24. Local Agency Representative Signature
25. Date
26. Local Agency Representative Title
27. (Area Code) Tel. No.

13. Total Dollars Claimed	$ 318,025
14. Total % Claimed	8.79 %

15. Preparer's Signature: Craig C. Drake
16. Preparer's Name (Print): CFO/Project Manager
17. Preparer's Title
18. Date: 9/21/2016
19. (Area Code) Tel. No.: (916) 363-4210

Caltrans to Complete this Section

Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:

28. DLAE Name (Print)
29. DLAE Signature
30. Date

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
(2) Copy – Include in award package sent to Caltrans DLAE
(3) Original – Local agency files

SUPPLIER CLEARINGHOUSE
CERTIFICATE OF ELIGIBILITY

CERTIFICATE EXPIRATION DATE: **09-21-2014**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

Beacon Intragrated Professional Resources, Inc., dba Hamner, Jewell & Associates of Pismo Beach, California as a WBE

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above named firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at 800-359-7998 in Los Angeles.

VON: 11080114 ***Determination Date: 09-21-2011***

AMENDMENT No. 4
TO PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DRAKE HAGLAN ASSOCIATES, INC.

This Amendment No. 4 ("Amendment") to a Professional Design Services agreement is made this 30th day of June, 2015 between the **City of Goleta** ("City") and **Drake Haglan Associates, Inc.** ("Consultant") dated August 7, 2012 ("Agreement").

RECITALS

WHEREAS, this Agreement was originally adopted by City Council on August 7, 2012; and

WHEREAS, Amendment No. 1 was authorized on September 4, 2012, deleting and replacing the entire language of the Agreement so it would comply with federal requirements for funding of this Agreement; and

WHEREAS, Amendment No. 2 was authorized June 17, 2014 amending the termination date of the Agreement to June 30, 2015; and

WHEREAS, Amendment No.3 was authorized October 7, 2014 amending the scope of work and total compensation to an additional $753,715 for additional tasks to be completed; and

WHEREAS, the Agreement between the City and Consultant currently provides in Section 3 Subsection (h) for total compensation amount not to exceed two million, one hundred fifty-thousand and six hundred eighty-eight dollars ($2,150,689); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of six hundred ninety-three thousand and nine hundred and four dollars ($693,904); and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 30, 2015; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the AGREEMENT to June 30, 2017; and

WHEREAS, the Agreement between the City and Consultant currently provides in Exhibit A-2 entitled "Scope of Work" the work to be completed by Consultant; and

WHEREAS, the parties desire to amend Exhibit A-2 to include the additional task of permitting, environmental and project management services; and

WHEREAS, the City Council, on this 30th day of June, 2015, approved this Contract Amendment and authorized the City Manager to execute this Contract Amendment per the Goleta Municipal Code Section 3.05.240.

AMENDED TERMS

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

1. **Section 3 Subsection (h). COMPENSATION AND PAYMENT** of the Agreement is amended to increase the not to exceed by $693,904 and to read in its entirety:

   h) The total amount payable by the CITY including the fixed fee shall not exceed $2,844,593.

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

   The term of this Agreement is from the date first written above to June 30, 2017, 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 paragraph 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed according to the scope of services attached as Exhibit A-3.

3. **Exhibit A-2. Scope of Work** of the Agreement is amended to delete and replace in its entirety:

   Exhibit A-2 "Scope of Work" with **Exhibit A-3 "Scope of Work"** attached hereto and incorporated herein.

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

In witness whereof, this Amendment No.4 has been executed by the parties effective on the date and year first written above.

CITY OF GOLETA

Michelle Greene, City Manager

CONSULTANT

Dennis Haglan, President

ATTEST:

Deborah Lopez, City Clerk

Craig Drake, CFO

APPROVED AS TO FORM:

Tim W. Giles, City Attorney

Exhibit A-3
Scope of Work

TASK 1: MANAGEMENT

1.1 PROJECT MANAGEMENT

1.1.1 Consultant shall communicate regularly with City staff using telephone, fax, email, written correspondence, and face-to-face meetings as required throughout the term of the contract. Consultant shall prepare draft letters requesting right of entry into private parcels for surveys, geotechnical investigations and right of way purposes. These draft letters can be used by the City to cut and paste onto City letterhead for transmittal by the City to the affected property owners.

1.1.2 Consultant shall schedule, chair, and prepare meeting agendas and notes for Project Development Team (PDT) meetings. The agendas are to be submitted to the City for review prior to the meeting. The notes will be distributed to all attendees, everyone who was invited, and the City's Project Manager within five (5) working days after the meeting. The notes will include, but not be limited to, a list of attendees with phone numbers and email, a synopsis of discussion items, any pertinent information, decisions made, action items, and follow-up to action items. Up to 4 PDT meetings are anticipated for this task.

1.1.3 Consultant shall attend and present information, as required, at meetings with the City's Project Team, with stakeholder groups, or before the City Council.

1.1.4 Consultant shall monitor the quality of all deliverables, calculations, and other work products. Consultant shall follow our internal quality control procedures, including a documented peer review and constructability review.

1.1.5 Consultant shall develop and maintain a project schedule, and shall provide the City with a monthly updated schedule that will be incorporated into the City's overall project schedule. The overall project schedule shall be maintained by the City.

1.2 RESEARCH RECORD INFORMATION. Consultant shall research existing record drawings, maps, and supplement with field surveying, as necessary, to determine existing conditions. Consultant shall provide a Report of Project Items based on the findings of this research and investigation of record information. The report, at a minimum, shall include, but not be limited to, the following:

- The report shall itemize the results of all research and investigation including cataloging the sources of information.
- Identify locations of potential conflicts or constraints that may impact the design of the project.
- Identify conflicts of potholed underground utilities and overhead improvements.
- Identify right-of-way, easement and environmental constraints.

1.3 AMENDMENT 3 SCOPE - PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for the oversight and day-to-day management of the project team. The additional work is primarily due to an extended project delivery schedule of over one year.

1.4 AMENDMENT 4 SCOPE - PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for the oversight and day-to-day management of the project team.

LIST OF DELIVERABLES:

- ✓ Prepare Monthly progress reports with action item log and schedule update
- ✓ Up to 4 Meeting Agendas and Notes for meetings held at City office
- ✓ Bi-weekly PDT Phone Conferences Agendas and Notes
- ✓ Project ftp site instructions & QC checklists with milestone submittals

TASK 2: SURVEYING

2.1 FIELD SURVEYS AND TOPOGRAPHIC MAPPING. Consultant shall review the existing topographic mapping, boundary, right of way and easement mapping, and to fill in with additional surveyed data as necessary to complete the base map for design. The following work items shall be included:

2.1.1 Recover survey control from previous project work and establish new project survey network.

2.1.2 Review of preliminary title reports (approximately 18) as provided in Task 12.2. Review previous boundary and easement mapping for additions and changes since the previous mapping was completed.

2.1.3 Conduct research and field surveys as necessary to expand the boundary and right of way retracements as needed.

2.1.4 Amend existing boundary, right of way and existing easement mapping.

2.1.5 Conduct field surveys as necessary to expand or fill in the existing ground-based topographic mapping to accommodate the roadway design.

2.1.6 Prepare new base map for design.

2.1.7 Locate geotechnical borings on base map.

2.2 AMENDMENT 3 SCOPE. The additional work for topographic mapping is the largest component of additional survey work. This includes a substantial increase in the areas to be mapped as compared to the original areas contemplated.

Additional work is needed on Kellogg and Dearborn Avenues, Ward Drive, Highway 217, and additional effort to map storm drain and sewer manholes including

coordination with Goleta Sanitation District for opening locked manholes and damaged manholes. Survey buildings and trees and add to the expanded base map. Additional surface area is needed on the Fowler Street alignment for more detailed mapping. Detailed mapping of buildings, door widths, hardscape, paving, striping and drainage features is required along the Ekwill Street alignment. Detailed tree location mapping is needed in the Pine Avenue area as well as staking to show the limits of anticipated construction. This work includes field and office time to provide updated base maps for all three locations (Ekwill, Fowler and Hollister).

Surveys for off-site biological remediation are needed. This work involves the coordination with environmental consultant and mapping of a potential off-site remediation area in the vicinity of Aero Camino and Hollister Ave.

Surveys for tree inventory are necessary. This work involves coordinating with the environmental consultant and processing tree locations and preparing tree inventory exhibits.

TASK 3: MATERIALS AND FOUNDATIONS REPORTS

3.1 GEOTECHNICAL STUDIES AND REPORTS. Consultant shall prepare a Materials and Foundations Report to support the design of the pavement structural sections, retaining walls and creek crossing structures (pre-cast arch culverts with natural bottom).

Report submittals shall be prepared in a format that is compatible with Caltrans design guidelines and reporting requirements for roadways and structures. A single Geotechnical Report that addresses geotechnical issues outside Caltrans right of way shall be prepared. A separate standalone Foundation Report shall be prepared for the retaining wall along the southbound off ramp for Caltrans review.

A location map showing proposed boring locations will be prepared, and the boring locations shall be marked in the field and underground service alert will be contacted. Proposed boring locations shall be checked against utility maps prior to marking in the field. Consultant shall obtain a permit from the City and Caltrans for field work that will be performed in the roadway.

The field exploration (borings) will be performed to obtain subsurface information for design of the roadway foundations. A tentative schedule for the field exploration program is summarized below:

Location	Field Exploration	Purpose
General Roadway	10 Borings to 10 feet	R-value samples, pavement design and culverts
Old San Jose Creek Bridges at Fowler Road and Ekwill Street	2 borings to 75 feet 2 CPT Soundings to 75 feet	Liquefaction, settlement and foundation analyses for bridge foundations
SB Off ramp Retaining Wall	2 borings to 75 feet ±5 CPT Soundings to 75 feet	Liquefaction, settlement and foundation analyses for retaining wall foundations and back slope area

The borings shall be drilled using a truck-mounted drill rig equipped with hollow stem augers. Borings will be sampled at approximately 5-foot intervals using standard penetration test (SPT) split spoon and modified California split spoon samplers. The borings shall be backfilled with the cuttings upon on the completion of drilling. Traffic control will be provided during for the field exploration work.

The field work shall include observation of existing drainage and concrete structures for obvious signs of corrosion, and near-surface soil samples will be obtained from proposed drainage improvement areas for corrosion testing in accordance with Caltrans test methods.

The geotechnical report specifically excludes the search for and evaluation of hazardous materials in soil, water or air, including aerially deposited lead outside of Caltrans' right of way. In the event that hazardous materials are encountered during field exploration, Consultant shall promptly report the contamination to the City. Investigation for aerially deposited lead within the Caltrans right of way is described in Task 5.2.

Laboratory tests shall be performed on selected samples obtained from the field exploration program to assist in the characterization of the geotechnical engineering properties of the materials encountered. Tests shall be performed for soil classification, compaction, shear strength, consolidation, corrosion and R-value.

Consultant shall prepare two draft reports for the project: a Geotechnical Report for the design of improvements on Ekwill and Fowler, and one for the retaining walls at the Hollister interchange for specific review by Caltrans. The draft reports will be submitted in Adobe portable document file (pdf) format for review by the City, Caltrans and the design team. Hard copies of the draft report will be provided, if requested. Graphics showing the site location, locations of field explorations, and interpreted subsurface profile along the alignment(s) shall be submitted with the report. Field and laboratory data obtained from the geotechnical studies will be included in the reports. The reports shall contain professional opinions and recommendations regarding for the following:

- Slope inclinations for the design of cut and embankment slopes;
- Cuts and excavations associated with earthwork for the roadway approaches;
- Embankments including suitability of excavated materials for use as fill, moisture control, erosion control and drainage considerations, expansive soils, estimated settlement and special treatments to reduce settlement, if needed;
- Corrosion considerations for culverts and buried concrete structures (cement factors, pipe thickness, and need for coatings);
- Earthwork factors for onsite materials that are excavated and replaced as compacted fill;
- Structural sections for asphalt concrete pavements based traffic indices provided to us;
- Site geology, faulting and seismicity;
- Seismic design criteria for use with Caltrans design methods;

- Corrosion considerations for design of subsurface structures (minimum cement factors estimated in accordance with Caltrans guidelines);
- Suitable foundation types for the conditions encountered (such as spread footings, driven concrete or steel piles, CISS, or CIDH piles);
- Specified tip elevation, settlement, and size for suitable deep foundation types and class of pile loading considered (up to 2 pile types can be considered);
- Lateral capacity of single pile foundations for free-head and fixed-head conditions based on p-y analysis;
- Pile spacing and group reduction factors for vertical and lateral loads;
- Lateral earth pressures, spring constants, and passive pressure resistance for abutment design;
- Special considerations for approach fill settlements: allowable slope inclinations, waiting periods, and need for monitoring; and
- Construction considerations: need for dewatering, pile driving, CIDH pile construction, adjacent structures, temporary excavations, and shoring.

Consultant shall prepare the log of test borings sheets for the retaining wall at the Hollister/217 interchange. The sheets shall be prepared on Caltrans standard plan sheets for log of test borings. A copy of the LOTB shall be submitted with the draft Geotechnical Report.

Upon receipt of written comments, the comments will be addressed and incorporated into the final Geotechnical Report and Log of Test Borings. Four (4) hard copies and one Adobe portable document file (pdf) copy of the final report shall be submitted.

3.2 AMENDMENT 3 SCOPE. Additional work and cost are required for the acquisition of permits for exploratory drilling. Also, the cost of drilling is affected by having to reschedule work around the local business access needs.

Additional work is needed to provide recommendations and reporting for a soil nail wall along the 217 southbound off ramp. This wall is needed to support mainline SR 217 along the off-ramp to improve the roundabout approach geometry at the base of the off-ramp. The original scope of services assumed this would be a conventional gravity type wall, but the wall type was changed to soil nail after a value analysis of the original concept. Design of a soil nailed wall requires more extensive evaluations and analyses. The geotechnical engineering includes input regarding nail size, length, and spacing for different wall height ranges.

- Summary of subsurface soil and groundwater conditions along the proposed soil nailed wall alignment;
- Evaluation of geological hazards consisting of faulting and ground rupture potential, strong ground shaking and peak horizontal ground acceleration for liquefaction potential, seismic settlement, and a qualitative evaluation of lateral spreading hazards;
- Development of an ARS curve in accordance with Caltrans seismic design criteria;
- Development of up to 4 subsurface cross sections considered representative of changing wall heights and/or subsurface conditions;
- Evaluations of those representative cross sections with soil nailed

reinforcement to achieve static and seismic slope stability;

- Recommendations for soil nail size, lengths and spacing required to support the vertical wall;
- Coordination with the design team to develop construction plans and details for the soil nailed wall;
- Discussion of corrosion potential and construction considerations; and
- Preparation of submittals with structure design calculation supporting the recommendations and independent design check calculations in accordance with Caltrans procedures.
- Preparation of a standalone Draft and Final Geotechnical Design Report for the proposed soil nailed wall at the southbound off-ramp of SR 217 at Hollister Avenue.

LIST OF DELIVERABLES

- ✓ Draft and Final Geotechnical Report (Fowler-Ekwill)
- ✓ Draft and Final Foundation Report (SB Off Ramp Retaining Wall)
- ✓ Four (4) Log of Test Borings Sheets
- ✓ Geotechnical design report for design of a soil nail wall in accordance with Caltrans guidelines

TASK 4: DRAINAGE REPORT

Consultant shall provide drainage analysis and overall drainage coordination for the project. This task involves understanding the hydrology and hydraulics of the area as well as local drainage issues.

4.1 DRAINAGE REPORT. Consultant shall prepare a report addressing the hydrology, hydraulic and drainage impacts of the project. Calculations and sketches of existing and proposed hydraulic structures shall be included in the report. The fact that the project crosses several different jurisdictions makes the development and completion of the drainage report more complicated than typical. Consultant shall provide a drainage report acceptable to the oversight agencies. There may be 4 different agencies providing oversight and/or approval of the document and plans, including:

- City of Goleta: City of Goleta storm water management plan and storm water pollution prevention guidelines will be used to develop the analysis and report.
- City of Santa Barbara: Portions of the work along Fairview Avenue and the Fowler Road roundabout are within City of Santa Barbara purview and require using City of Santa Barbara storm water management program standards and methodology. Storm water issues in these areas will need to be permitted through the City of Santa Barbara.
- County of Santa Barbara: Small portions of the Fowler Road roundabout and the northbound SR217 off ramp at Hollister Avenue may impact County of Santa Barbara jurisdiction. If this is indeed the case, storm water issues in

these areas may need to be addressed in accordance with the County of Santa Barbara storm water management program.

- Caltrans: The SR217 off/on ramps at Hollister Avenue are also under Caltrans jurisdiction. Caltrans standards and methodology will be used for this area.

Likewise, these local agencies will also require that storm water quantity and quality project components be permitted through their departments under their plans/programs.

4.2 STORM WATER QUALITY. Storm water quality is a major component of any project that disturbs over one (1) acre of land. Water pollution elimination requirements and water quality expectations are continually evolving and becoming stringent with the review and approval processes becoming more rigorous. This is more complicated for this project due to varying and sometimes overlapping jurisdiction in regards to storm water quality. For this task, Consultant shall focus on three results:

- Design Recommendations & Review: Consultant shall provide drainage recommendations to the roadway engineers and will review the drainage plans for compatibility and conformance to the drainage report and the drainage needs.
- Permitting: Consultant shall prepare storm water permit applications and shepherd them through the various local agency processes.
- Water Pollution Control Plans: Consultant shall prepare water pollution control plan and specifications for contract documentation plan set.

4.3 AMENDMENT 4 SCOPE. STORM WATER QUALITY. The California Regional Water Quality Control Board has adopted new regulations for post-construction storm water treatment that were not assumed in the original scope of work. This additional effort is necessary to .redesign the entire project to ensure the project retains and treats runoff prior to flowing into the receiving bodies of water (San Jose Creek, Old San Jose Creek or San Pedro Creek).

TASK 5: AERIAL DEPOPSITED LEAD STUDY

5.1 AERIALLY DEPOSITED LEAD TESTING. This task provides for testing for aerially deposited lead within Caltrans right of way. Geocon shall perform the sampling and testing under the direction of consultant. Geocon shall perform the following tasks:

- Prepare Health and Safety Plan.
- Prepare a workplan for Caltrans approval.
- Field Activities:
    - Advance up to 24 hand-auger borings at proposed ramp modification location
    - Collect four soil samples per boring at depths of 0, 0.5, 1, and 2 ft (total 96 samples)
- Laboratory Analyses:
    - 80 soil samples for Total Lead

- 16 soil samples for CAM17 Metals
- Up to 45 soil samples for Soluble (WET, DI-WET, or TCLP) Lead

LIST OF DELIVERABLES

- ✓ Draft Site Investigation Report
- ✓ Final Site Investigation Report

TASK 6: PERMITTING

6.1 PERMITTING SUPPORT. Under the direction of consultant, URS Corporation shall provide the work required to support the permit application process. The following scope of work describes the technical approach and methodology and lists deliverables.

Permitting-related tasks shall begin as soon as possible in 2012 to support a 2014 construction start date. The permitting scope of services is written according to the permits required. The first four permits are as follows:

PERMIT 1 COE SECTION 404 PERMIT

PERMIT 2 SECTION 7 CONSULTATION (FHWA)

PERMIT 3 CCRWQCB SECTION 401 CERTIFICATION PERMIT

PERMIT 4 CDFG SECTION 1602 PERMIT

These four permits and approvals are addressed together since the content of the permit applications is substantially similar, and each application requests that copies of the others be included as attachments. Identical submittal packages (on CD) containing the permit applications and all required attachments for submittal to all three agencies shall be prepared and submitted to the City. Section 7 consultation, which is required to obtain the Section 404 Permit, is also addressed in this section.

The following authorizations are required due to the project's proposed impacts to jurisdictional waters and streambeds and are briefly described here:

PERMIT 1 AND PERMIT 2

SECTION 404 PERMIT. Authorization under Section 404 of the Clean Water Act (CWA) is required for activities involving a discharge of fill material into Waters of the U.S., and is administered by the COE. Because the project's impact to waters is minimal, streamlined authorization under Nationwide Permit (NWP) 14, which authorizes discharges for linear transportation projects, will be appropriate.

PERMIT 3

SECTION 401 WATER QUALITY CERTIFICATION. Section 401 of the CWA requires that an applicant for a federal permit to discharge fill material into Waters of the U.S.

(such as a CWA Section 404 permit) must also obtain a state-issued certification that the discharge would not violate state water quality standards. In the project region, Section 401 Water Quality Certifications are issued by the Central Coast RWQCB.

PERMIT 4

CALIFORNIA FISH AND GAME CODE SECTION 1602 -- STREAMBED ALTERATION AGREEMENT. Under Section 1600 *et seq.* of the California Fish and Game Code, activities that would divert, obstruct, or substantially alter a streambed must be authorized through a Streambed Alteration Agreement from the CDFG. Permit applications to the COE, CCRQCB, and CDFG shall include (on CD) the project's Mitigation Plan, Final EIR, the Natural Environment Study (NES) and the NES Addendum, the Federal Highway Administration's (FWHA's) Section 7 consultation letter, and documentation that Section 106 consultation has been completed.

TASKS FOR PERMITS 1 - 4

6.1.1 PRE-APPLICATION MEETINGS AND SITE VISITS. The URS environmental project manager and environmental task leads shall attend a pre-application meeting/site visit at the City of Goleta with the COE and CDFG.

6.1.2 PREPARE COMPENSATORY MITIGATION PLAN. A Compensatory Mitigation Plan is required to accompany all Section 404 permit applications. To reduce redundancy and simplify the implementation phase of the project, URS shall integrate the Compensatory Mitigation Plan into the biological mitigation plan required by EIR Mitigation Measure NA-1.

6.1.3 PROVIDE DOCUMENTATION THAT CALTRANS HAS COMPLETED NATIONAL HISTORIC PRESERVATION ACT SECTION 106 CONSULTATION. The COE 404 permit application will include documentation that Caltrans has completed Section 106 consultation with the California Office of Historic Preservation (OHP) in accordance with the January 1, 2004, *Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California.*

URS shall provide the COE with Caltrans and OHP correspondence to demonstrate that no further Section 106 consultation by the COE will be necessary. This correspondence will consist of the November 23, 2009 letter from Caltrans to the OHP and the April 19, 2010 letter from the OHP to Caltrans.

6.1.4 RESPONSES TO AGENCY COMMENTS. The COE, CDFG and/or the CCRWQCB may comment on the permit applications. For example, they may want to refine or modify measures in the project's Mitigation Plan. Under the direction of CONSULTANT, URS shall review all comments, coordinate with the City and CONSULTANT, and provide responses as directed.

6.1.5 AMENDMENT 4 SCOPE. PERMITS 1 THROUGH 4. Additional effort related to Permits 1 through 4 includes:

- Potential changes to the Devereux Creek Restoration Plan as a result of butterfly habitat and habitat restoration beneath eucalyptus tree canopy.
- Potential changes in impact mitigation ratios. Currently the mitigation ratios are at 3:1 for permanent impacts and 2:1 for temporary. If these ratios are increased through permit conditions, a new or supplemental restoration site will be required to be designed.
- The path to obtaining Coastal Commission and Local CDP Permits will ultimately require a substantial amount of support activities to the City

LIST OF DELIVERABLES, PERMITS 1 - 4

URS shall prepare a single submittal package containing the following major deliverables:

- Mitigation Plan incorporating the Compensatory Mitigation Plan
- Completed Nationwide Section 404 Permit Checklist
- Completed Section 401 Water Quality Certification Application
- Completed Notification of Streambed Alteration Agreement
- Responses to agency comments, including revisions to the Mitigation Plan

PERMIT 5 CALIFORNIA COASTAL COMMISSION (CCC) COASTAL DEVELOPMENT PERMIT (CDP)

6.1.5 PRE-APPLICATION MEETING WITH CCC. The City may informally consult with CCC staff as early as possible and meet face-to-face with CCC's Ventura office staff. All communication with the CCC shall be through the City unless CONSULTANT is specifically directed by the City to contact the CCC. The City will inform CONSULTANT as to the discussions and comments from the CCC that affect the permit application.

6.1.6 ATTEND A SITE VISIT WITH CCC STAFF AND PROJECT BIOLOGISTS. The team lead biologist(s) shall attend a meeting with the City and CCC staff to present the adequacy of proposed mitigation measures, including mitigation ratios. The team biologist shall note feedback on impacts and mitigation measures, identify outstanding concerns and recommendations, and verify what the City wants to include in the CDP application.

Consultant shall provide the City with the NES and Addendum, including the most current color set of relevant maps and figures, for transmittal to the CCC staff.

6.1.7 PREPARE A STAND-ALONE SUMMARY OF KEY CCC ISSUES OF CONCERN FOR INCLUSION IN THE CDP APPLICATION PACKAGE. The summary shall address issues brought up by CCC staff during the pre-application meeting and site visit. This summary will provide CCC staff with a summary version of the EIR and technical studies in order to accelerate the staff's understanding of the project and its impacts and mitigation measures. The summary shall include a simple table identifying where more detailed information can be found in the EIR and technical studies. The summary shall be delivered to the City for transmittal to the CCC.

6.1.8 PROVIDE TECHNICAL INPUTS TO SECTIONS OF THE CDP APPLICATION. The package shall include the EIR and key technical studies. Consultant shall provide technical inputs that relate to environmental issues with the CDP application.

6.1.9 PROVIDE TECHNICAL RESPONSES TO CCC STAFF COMMENTS ON THE CDP APPLICATION. The CCC shall provide a formal written response to the City's CDP application within 30 days indicating if the application is deemed complete. If deemed complete this task will not be needed. If it is not deemed complete, the CCC shall request additional information.

Consultant shall review the CCC completeness letter and provide the City with additional technical information, if needed. Consultant shall review CCC comments, outline responses, and identify responsible parties to address each comment. It is assumed that the City shall handle the direct communication and coordination with the CCC for the CDP.

6.1.10 REVIEW CCC STAFF REPORT AND ATTEND THE CCC PUBLIC HEARING. Once the application is deemed complete, CCC staff shall complete its analysis and issue a staff report. The staff report either would recommend conditions of approval or recommend project denial. Consultant shall review the staff report for inaccuracies or conditions of approval that may be problematic.

6.1.11 AMENDMENT 3 SCOPE. The scope of the work related to securing the CCC Permit has expanded enormously due to the requirements of the California Coastal Commission application review process. This scope has expanded well beyond the original scope, and includes alignment studies that in turn have an effect on other tasks. Three firms are impacted by the permitting process: DHA, MNS and URS. The scope has expanded in the following ways:

Participation in multiple planning and strategy meetings and conference calls with the City and others.

Development of a new regulatory-based approach to assessing impacts to support the statement that the Project would not have an effect on coastal wetlands (By URS).

Technical inputs towards City submissions to the CCC, and participation in meetings with City staff and the CCC to discuss submissions (DHA, MNS and URS)

Conducted multiple GIS-based analyses and re-analyses of impacts of the project and design alternatives (DHA, MNS and URS)

Conduct new comprehensive biological surveys and GIS mapping (by URS):

- New vegetation community mapping
- New native tree inventory
- New raptor surveys
- New delineations of jurisdictional waters

Prepare a new comprehensive 150-page Biological Resources Report in response to a request for information from the California Coastal Commission to the City of Goleta. As requested by the Coastal Commission, this report would presents the findings of new and updated project-wide biological surveys and studies that were conducted in 2013 and 2014, summarizes all previous surveys, and prepared new biological impact analyses and maps and figures. It would also include a comprehensive regulatory setting.

Conduct an additional breeding bird survey and floristic survey to be conducted in April, 2014.

6.1.12 AMENDMENT 4 SCOPE. PERMIT 5. Additional effort related to Permit 5 includes extensive additional support activities such as exhibit preparation, condition compliance, and other technical support for the City related to securing the Coastal Permit through the Coastal Commission.

LIST OF DELIVERABLES – PERMIT 5

Consultant shall prepare:

- Memorandum documenting CCC comments made during the site visit and the pre-application meeting.
- Summary of key CCC issues and related project information that would be included with the CDP application.
- Environmentally related technical inputs to sections of the CDP application
- PowerPoint inputs (environmental data for a CCC presentation, if warranted)
- Written responses to CCC comments and data requests

- Written evaluation of recommended conditions of approval in the CCC staff report
- Biological Resources Report

PERMIT 6 CITY OF SANTA BARBARA COASTAL DEVELOPMENT PERMIT (CDP)

A CDP from the City of Santa Barbara will be required to develop the project. A portion of the proposed development is located within Santa Barbara's adopted Coastal Plan for the Airport and Goleta Slough. The CDP is a discretionary action requiring a public hearing and Planning Commission approval. Planning Commission approvals are appealable to the City Commission.

Santa Barbara's CDP application process shall include:

- Complete a Master Application
- Complete the CDP Application
- Complete the Development Application Review Team (DART) Submittal Packet

The DART application shall include the following applicable components:

- A letter from the project applicant requesting a CDP for development of a roadway and associated improvements within the Old San Jose Creek riparian corridor, a description of the project components (Road width, bridge, lighting etc.), construction cut and fill and import and export, discussion of surrounding land uses, and, if requested, a visual aid submittal packet.
- An application packet that includes a CD with copies of the Final EIR and relevant technical studies.
- A summary of proposed demolition and construction activity (e.g. duration of proposed grading).
- The DART application requires inclusion of a project justification, detailing issues that remain to be resolved for the development of the project.
- Hydrology calculations will be required to show how site drainage is being transmitted through the property unless waived by the Public Works Engineering Division staff.

A total of ten (10) copies of the plans must be submitted according to the City's Project Plan Requirement's. Plan set size and content requirements are listed in the DART application. The DART process usually has a 30-day review process with City of Santa Barbara Staff. Should additional information be required before the application can be

deemed complete, the application may be placed on hold until such information is provided.

TASKS ASSOCIATED WITH PERMIT 6

6.1.11 PRE-APPLICATION MEETING. Consultant shall attend a pre-submittal meeting with City of Santa Barbara staff to determine if DART application requirements can be streamlined because the project EIR has already undergone environmental review by the City of Santa Barbara staff.

6.1.12 IDENTIFY RESOURCES, IMPACTS, MITIGATION MEASURES ON AIRPORT PROPERTY. Consultant shall develop a stand-alone summary of relevant portions of the FEIR, including environmental resources on Airport property, impacts, and mitigation measures using existing data, figures and field mapping. City Staff shall coordinate and submit the Master Application, CDP and DART applications to the City of Santa Barbara.

6.1.13 RESPONSE TO DATA REQUESTS. Consultant shall respond to comments and data requests as needed.

6.1.14 CITY OF SANTA BARBARA CDP SITE VISIT. The CONSULTANT environmental manager and lead biologist shall attend a site visit with the City of Santa Barbara staff and Planning Commissioners in support of the DART application.

6.1.15 REVIEW PRT STAFF REPORT PRIOR TO PLANNING COMMISSION. The PRT shall review project materials and issue a staff report to the City of Santa Barbara's Planning Commission. Consultant shall review the PRT staff report and identify any inaccuracies or problematic conditions of approval.

6.1.16 ATTEND CITY OF SANTA BARBARA PLANNING COMMISSION PUBLIC HEARING. CONSULTANT staff, as approved by the City, shall attend the City of Santa Barbara Planning Commission public hearing.

6.1.17 ARCHAEOLOGICAL STUDY ON AIRPORT PROPERTY (OPTIONAL TASK). The *Master Archaeological Resources Assessment for the Santa Barbara Municipal Airport* (2010) requires subsurface archaeological survey along the western portion of the Fowler Road Extension for any areas subject to deep construction impacts (>24-inches below ground surface). No archaeological investigation will be required if the project impacts are restricted to the upper 24-inches of the soil column.

This task is based on the assumption that future utilities may be placed in a four-foot deep trench running along the Fowler Road Alternative. This study is described in the EIR as mitigation measure CUL-3.

Based on Figure 6-1 of the *Master Archaeological Resources Assessment for the Santa Barbara Municipal Airport* (2010), Consultant shall conduct subsurface archaeological testing along the Fowler Road Alternative from the west bank of Old San Jose Creek to the west side of the project roundabout along Fairview Avenue, a distance of approximately 120 meters. A qualified archaeologist shall conduct the backhoe testing project to determine if archaeological remains are present and, if present, are potentially intact. As required, excavations will be monitored by a Native American monitor. Six backhoe trenches spaced approximately at 20 m intervals will be excavated. It is assumed that subsurface testing can be limited to a depth of four feet below existing grade. The upper two feet will be excavated in one lift unless intact artifacts are noted. Excavations deeper than two feet would be excavated in 6-15-inch lifts. Trench spoils and sidewalls would be inspected for artifacts. Consultant shall obtain an encroachment permit from the City of Goleta, if needed.

Prior to fieldwork, an updated site record search will be conducted for the footprint of the Fowler Road Alternative. This record search would be limited to discovering any new data that has been recorded since the most recent Ekwill/Fowler record search was conducted.

Assuming no artifacts are found, a negative survey will be documented in a brief letter report that incorporates by reference the background information contained in the project's Archaeological Survey Report. Evidence of the new record search and a map of the subsurface survey location would be completed. The report will follow the City of Santa Barbara requirements.

LIST OF DELIVERABLES – PERMIT 6

- A summary of the project description, impacts on Airport property, and mitigation measures
- Master Application technical information
- CDP Application technical information
- Technical information memorandum for the Development Application Review Team (DART) Submittal Packet
- A CD or hard copy of all relevant technical studies (Final EIR, NES, Etc.)
- Written evaluation of recommended conditions of approval contained in the City of Santa Barbara's PRT staff report
- Phase 1 Subsurface Archaeological Survey Letter Report

PERMIT 7 SANTA BARBARA COUNTY AIR POLLUTION CONTROL DISTRICT (SBCAPCD) PERMIT OR EXEMPTION

6.1.18 Consultant shall provide the City with a memorandum identifying equipment usages for the project permit application.

LIST OF DELIVERABLES - PERMIT 7

- Technical memorandum

TASK 7: CITY OF SANTA BARBARA COORDINATION

7.1 CITY OF SANTA BARBARA DART COORDINATION. Consultant shall prepare project plans, technical specifications, and special provisions for review by the City of Santa Barbara Development Application Review Team (DART) at each submittal milestone. Comments received from the City shall be logged and responses to each comment will be prepared.

7.2 AMENDMENT 3 SCOPE. Coordination with the City of Santa Barbara has expanded to include alternatives analysis for the airport Runway Protection Zone. The task includes the preparation of a letter report to the airport for submission to the FAA.

TASK 8: 35% PS&E

8.1 CONCEPTUAL DESIGN. The conceptual design phase shall include approximately 35% complete design plans with typical sections. The plans will show the preliminary layout of roundabouts, proposed turn lanes, locations of utility poles, utility boxes, drainage culverts, etc. Proposed right-of-way acquisitions will be identified based on the need to accommodate additional traffic lanes and roadway widening, cut and fill slopes, utility relocations, retaining walls, precast arch culverts with natural bottoms, etc.

The Preliminary Design shall also include an analysis of vertical and horizontal curve transitions to the existing roadway profile and alignment and specific safety requirements, such as design speed and sight distance, and preliminary grading requirements for the roadway embankment. Evaluate and recommend potentially less costly alternatives where feasible.

At the conclusion of the 35% design phase, the consultant shall provide CAD files showing the required configuration of Hollister Avenue over San Jose Creek to the City's consultant responsible for the design of the replacement bridge, eliminating the need for a separate bike/pedestrian bridge upstream of the existing structure.

Consultant shall perform testing, calculations, and analysis necessary to achieve project goals according to City, Caltrans, and industry standards.

8.2 PREPARE CONCEPTUAL PLANS. The consultant shall produce conceptual plans at 1" = 20' scale. Additional information to be indicated at this stage will include the base map data from field survey and records research, facility sizes, roadway dimensions,

and rights-of-way, and presenting plan, elevation and section views of the proposed improvements along with all existing facilities.

8.3 PRELIMNARY COST ESTIMATE. Consultant shall prepare an initial construction cost estimate based on all anticipated construction items and estimated quantities from the general plan facility dimensions. Consultant shall revise and resubmit preliminary cost estimates as the project progresses at the 65%, 95% and Final stages.

8.4 SUBMIT 35% PLANS. Consultant shall perform quality control on all submittals.

LIST OF DELIVERABLES

- See below

TASK 9: 65% PS&E

9.1 ROADWAY IMPROVEMENT PLANS. The design shall conform to requirements of the City of Goleta and the Caltrans LAPM.

The roadway improvement plans and striping and signing plan shall also be in accordance with the current Caltrans Standards and City of Goleta standard plans or standards approved by the City of Goleta Director of Public Works. Existing utilities shall be indicated in the plan view. These plans will be prepared at 1"=20' scale, on 24" x 36" improvement plan sheets, and will consist of:

- Detail/Typical Cross Section Sheets - include typical sections and other details as required.
- Roadway Improvement Plans - includes plans for the proposed roadway widening and associated improvements. Plans shall provide for roadway improvements in accordance with the City's recommendations. The roadway improvement plan shall consist of a plan and profile format that will also indicate the grading requirements in the plan. The construction drawings shall include all drainage and roadway structural details, slope revetment or lining, and design cross sections.
- Any new striping is to extend a minimum of 100 feet beyond the construction limits.
- Cross Sections - includes roadway cross sections based on the previously prepared field survey at 50-foot intervals showing the proposed roadway widening improvements. Cross sections are considered necessary to properly design the improvements and to establish the earthwork volumes and extent of construction or reconstruction beyond the existing right-of-way lines onto private property, where and if necessary. The cross sections and cut and fill quantities will be computer generated and will be included with the bid set.
- Special layout and construction details as required.
- Temporary traffic control and construction staging plans.

- Driveway profiles where work will extend beyond the public right-of-way limits. The profile shall be extended as required for a transition to the existing driveway.
- Retaining walls and precast arch culverts with natural bottoms.
- The Plans, Specifications, and Estimate must be prepared in accordance with Caltrans current CADD Users Manual, Plans Preparation Manual, and Caltrans practices, as well as conform to the City of Goleta's standards and practices.

9.2 AMENDMENT 3 SCOPE. The existing scope is modified to include the additional work for alternatives analysis resulting from the Coastal Development process and optimization of the roundabout designs that greatly improve the operational characteristics of the project. Other redesign work is necessitated by the decision to replace the Hollister Avenue Bridge, which provides an opportunity to greatly improve the roadway geometry on Hollister Avenue.

9.3 AMENDMENT 4 SCOPE. The existing scope is modified to include the additional work for the Caltrans directed realignment and related redesign of the soil-nail retaining wall required at the southbound off-ramp of SR 217. Additional work is also required for design assessments related to the FAA recommendations regarding the Fowler Road encroachment into the Runway Protection Zone of the Santa Barbara Airport.

LIST OF DELIVERABLES

- See below

TASK 10: 95% PS&E

10.1 UPDATE ROADWAY PLANS. A submittal of 95% PS&E shall be made to the City. The submittal shall include the plans, specifications and estimate. Five sets of 11x 17 plans with a set of special provisions and the Engineer's Estimate prepared for the 35% submittal shall be reviewed and updated as necessary. Consultant shall perform an independent QA/QC review of the 95% plans, specifications and estimate and incorporate appropriate revisions prior to submittal to the City. Specifications will be prepared in Microsoft Word and the estimate will be prepared in Microsoft Excel.

LIST OF DELIVERABLES

- Five (5) sets of the 95% Plans on 11" x 17"
- Five (5) hard copies of the special provisions
- One (1) electronic copy of the special provisions in Microsoft word format
- Five (5) hard copies of the updated combined "estimate of probable costs"
- One (1) electronic copy of the "estimate of probably costs" in excel format

Hollister Avenue/SR-217 Interchange Modifications,
Ekwill Street & Fowler Road Extensions
List of Anticipated Plan Sheets

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
T	1	Title Sheet	X	X	X	X
G	1	General Notes		X	X	X
CC	3	Construction Control plan		X	X	X
XS	1	Ekwill Street typical sections	X	X	X	X
	1	Kellogg Ave typical sections	X	X	X	X
	2	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps typical sections	X	X	X	X
	1	Fowler Road/Fairview Avenue typical sections	X	X	X	X
L	5	Ekwill Street roadway layout	X	X	X	X
	1	Pine Ave roadway layout	X	X	X	X
	1	Kellogg Avenue roadway layout	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway layout	X	X	X	X
	4	Fowler Road/Fairview Avenue roadway layout	X	X	X	X
P	5	Ekwill Street roadway profile	X	X	X	X
	1	Pine Ave roadway profile	X	X	X	X
	1	Kellogg Avenue roadway profile	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway profile	X	X	X	X
	4	Fowler Road/Fairview Avenue roadway profile	X	X	X	X
CD	3	ADA ramps, misc.		X	X	X
	5	Roundabout layout/grading		X	X	X
D	5	Ekwill Street drainage plan		X	X	X
	1	Kellogg Avenue drainage plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps drainage plan		X	X	X
	4	Fowler Road/Fairview Avenue drainage plan		X	X	X
Code	Quant	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
D	2	Old San Jose Creek culverts (assumed precast arches)		X	X	X
	6	Drainage profiles		X	X	X
	2	Drainage details		X	X	X
	4	Drainage quantities		X	X	X

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
WPC	5	Ekwill Street water pollution control plan		X	X	X
	1	Kellogg Avenue water pollution control plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps water pollution control plan		X	X	X
	4	Fowler Road/Fairview Avenue water pollution control plan		X	X	X
	2	Water Pollution Control details		X	X	X
	4	Water Pollution Control quantities		X	X	X
U	5	Ekwill Street utility plan	X	X	X	X
	1	Kellogg Avenue utility plan	X	X	X	X
	4	Fowler Road utility plan	X	X	X	X
	8	Hollister Avenue utility plan	X	X	X	X
SC	3	Ekwill Street RBA staging	X	X	X	X
	4	Hollister Ave RBA staging	X	X	X	X
	3	Fowler Road RBA staging	X	X	X	X
TH	4	Ekwill RBA traffic handling		X	X	X
	1	Kellogg Ave traffic handling		X	X	X
	12	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps traffic handling		X	X	X
	4	Fowler Road traffic Handling		X	X	X
PD/S	5	Ekwill pavement delineation & sign plan		X	X	X
	1	Kellogg pavement delineation & sign plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps pavement delineation & sign plan		X	X	X
	4	Fowler Road/Fairview Avenue pavement delineation & sign plan		X	X	X
	2	Pavement delineation & sign details		X	X	X
	4	Pavement delineation & sign quantities		X	X	X
PP/IP	5	Ekwill landscaping and irrigation plan	X	X	X	X
	1	Kellogg landscaping and irrigation plan	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps landscaping and irrigation plan	X	X	X	X
	4	Fowler Road/Fairview Avenue landscaping and irrigation plan	X	X	X	X
	2	Landscaping and irrigation details		X	X	X
Code	Quant	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
PP/IP	4	Landscaping and irrigation quantities		X	X	X
E	2	Hollister/Kellogg Traffic Signal Mod		X	X	X
	3	Street lighting plan and details		X	X	X
S	2	Pre-Cast Culvert Foundation Plans		X	X	X
	4	Retaining Wall Plans		X	X	X
	220	**TOTAL**				

10.2 AMENDMENT 3 SCOPE. The extra work in this phase is a continuation of the work resulting from the same issues in Task 9.1 for that portion of the work that had been advanced past the 65% level.

TASK 11: FINAL CONTRACT PACKAGE

11.1 ENGINEERS ESTIMATE. Consultant shall prepare an accurate and reliable Engineer's Estimate to be included in the bid documents. Consultant shall provide a construction quantity and cost estimate with each submittal of plans. The unit costs will be based upon the most current cost information for recent similar projects in the area compiled by the consultant. Consultant's final construction cost estimate will be based upon, and in agreement with, the final items of work with estimated quantities.

11.2 FINAL PROJECT PLANS. The design deliverables will include, but not be limited to: Providing final improvement Plans on Mylar ready for advertising and bidding, along with "camera-ready" Specifications (including appendixes), and a complete Engineer's Estimate, all wet seal stamped and signed by a licensed California Civil Engineer. Final plans shall be submitted on Mylar sheets 24" x 36" in size, to a 1"=20' horizontal scale. The final plans and specifications shall be delivered to, and become the property of, the City of Goleta.

The design and scope of services shall also include: complete and detailed estimate of quantities; construction cost estimate; answers to all questions regarding the design during the design review process; review of the project site to ensure that the Plans are drawn correctly; and attendance at project related meetings.

11.3 CONSTRUCTION SCHEDULE. Consultant shall calculate the amount of liquidated damages and determine the length of time in working days for construction.

11.4 FINAL SPECIFICATIONS. The City will provide the consultant with its boilerplate Specifications and Technical Provisions in Microsoft Word format.

Consultant shall be responsible for compiling the Project Specifications which are to be based upon the latest Caltrans Standard Specifications and the latest Caltrans Standard Special Provisions shall be incorporated into the bid documents. Consultant shall provide a write up for the project specific scope of work in the Technical Specifications. The Specifications shall be signed and "wet sealed" by consultant's Civil Engineer registered in the State of California, which will constitute a certification that they are

complete and ready for bidding purposes and awarding of a contract for construction of the improvements.

11.5 SUBMITTALS:

Consultant shall submit three (3) sets of bound copies of the design drawings, including cross-sections, with each submittal for checking by the City, along with the previous red lined submittal prints. The design drawings should be as complete, accurate, and error-free as possible before Plan checking is considered, in order to reduce the number of Plan checks required and related costs therefore to the City and Consultant. Each submittal is to include documentation of QC checks completed by consultant prior to submission for City review. Submittals shall be at the 35%, 65%, and 95% and Final design stages.

- Consultant shall submit three (3) sets of the contract specification documents with each submittal for checking by the City, along with the previous check prints. A disk in Microsoft Word format containing the final Contract Documents shall be submitted to the City.
- The design shall include new improvements within existing State right-of-way or right-of-way to be acquired by the Project that will become State-owned improvements upon final completion of the Project. Consultant's design shall therefore require the review and approval of Caltrans. This review process shall be in accordance with Caltrans procedures. Consultant shall prepare, submit, and coordinate with Caltrans all required PS&E documents through final approval of the design on behalf of the City. The City will review all PS&E documents prior to their submission to Caltrans.
- Prepare RE File and Materials Information Handbook.

TASK 12: RIGHT OF WAY ENGINEERING

12.1 Right of way engineering tasks shall be performed primarily by MNS Engineering under the direction of consultant. This task is to prepare the required maps, legal descriptions, deeds, sketches, and back up data to support the right of way acquisition effort. The RW Engineering shall be performed per the Caltrans RW Manual. A Record of Survey shall be prepared for each of the three project locations as soon as the alignments are finalized. These maps will show the new roadway alignments and serve not only as a way to retrace the corridors in the future, but also to make the legal description process much less tedious and time-consuming. The maps will also show all property monuments recovered in the retracement process allowing for the preservation of those locations.

12.1.1 Consultant shall prepare records of survey for each project location and file with the County Recorder. Monuments shall be set to facilitate recovery of the alignments and to serve as initial, local project control for construction.

12.1.2 Consultant shall determine the precise areas needed for permanent and temporary easements and for areas of interagency transfer. It is anticipated that approximately 33 permanent (private and interagency combined) fee or easements and

20 temporary construction easements (including 2 possible staging areas not yet defined) will be required.

12.1.3 Consultant shall prepare appraisal maps for each of the three project locations identifying the parcel number, owner, type of easement, size of easement and remainder size. Parcel numbers for State R/W changes will receive State-designated number. Parcel numbers for City of Goleta shall be assigned distinct numbers related to assessor's numbers, property addresses or other suitable system.

12.1.4 Consultant shall provide updates to the existing project Right of Way Needs spreadsheet to accompany the appraisal map for appraisal and acquisition agents.

12.1.5 Consultant shall prepare legal descriptions for each parcel to be acquired for temporary or permanent use.

12.1.6 Consultant shall prepare legal descriptions for existing easements to be quitclaimed to the City or State (if any).

12.1.7 Consultant shall prepare legal description and sketch for abandonment of Kellogg Place for use by the City in the abandonment and conveyance process.

12.1.8 Consultant shall prepare sketches for all non-state related acquisitions.

12.1.9 Consultant shall maintain separate parcel files for each acquisition containing information such as title reports, existing easements, descriptions of parcels to be acquired or relinquished, vesting deeds and basic parcel information.

12.1.10 Consultant shall coordinate with City of Goleta real property, City of Santa Barbara real property, Caltrans R/W, project engineer and appraisal and acquisition personnel and support them during the acquisition process.

12.1.11 Consultant shall prepare final R/W map for the Highway 217 corridor for filing by Caltrans.

12.2 Under the direction of consultant HJA shall obtain current updated preliminary title reports for the properties subject to acquisition.

12.3 AMENDMENT 3 SCOPE. Engineering for additional R/W work is needed:

The additional right of way work includes increasing the parcel requirements from an estimated 53 to an estimated 60 parcels. Several original parcels have been removed and replaced with right of entry permits, but still require the creation of the parcel legal descriptions. Several changes have been made to the alignments for Ekwill and Hollister, resulting in needs to change appraisal maps, legal descriptions, plats and closures and to conduct the QA/QC for each change.

Research and review of prior rights information provided by Goleta Water District to aid in the City's evaluation of GWD claims. Preparation of a Prior Rights Report

Additional survey work related to RW for staking proposed right of way limits for several parcels.

Prior Rights Research and correspondence, and underlying fee determination for portions of Kellogg Way and Kellogg Ave that may be included in property swap.

Coordination, meetings, changes and preparation of plats, legal descriptions, closures and review, signing and distribution for the additional parcels.

TASK 13: RIGHT OF WAY APPRAISALS

Consultant shall oversee and direct Hamner, Jewell & Associates (HJA) in the appraisal and acquisition of right of way for the project.

13.1 Under the direction of consultant, HJA shall obtain appraisals from a state licensed real estate appraiser, prepared in conformance with state laws and Caltrans guidelines, as required to set the basis of right of way purchase offers to private property owners by the City. All appraisals shall be submitted to the City for review and pre-approval prior to purchase offer presentations. If project funding requires formal third party appraisal reviews, this proposal assumes Caltrans staff shall provide the required appraisal reviews. This scope does not include any appraisal of public lands held by City, County, County Flood Control, or State; it is assumed that appraisals will only be required for the acquisitions of private properties listed in Task 14.

13.2 AMENDMENT 3 SCOPE. The following parcels have been added since the original scope was prepared:

AP 071-130-062	Yardi/Torridan	This parcel was not on the original list but has been identified as requiring an acquisition. PTR and appraisal will be required. Entry coordination for project studies required.
AP 071-130-049	Goleta Business Park	This parcel was not on the contract list but has been identified as requiring an acquisition. PTR and appraisal are required.
AP 071-130-040	Towbes (TCP Pine)	PTR obtained for this parcel; access coordination for site studies performed. Additional permanent r/w acquisition sought. Appraisal may be required.
AP 071-140-053	Kunze	No PTR requested, TCE may be avoided however some coordination may be necessary in conjunction with driveway access.
AP 071-140-064	Giorgi	PTR requested for this out of scope parcel; evaluation support regarding Caltrans denial of access requirement.
AP 071-190-034	Kellogg Ave LLC	New TCE required for retaining wall construction; this parcel was not in the original contract scope of work. Assume TCE without an appraisal.

AP 071-190-035	SYCAL Properties	Right of Entry for Driveway conform added/required
AP 071-170-061	Himelsein	Right of Entry for Driveway conform added/required
AP 071-170-062	See Family Trust	Right of Entry for Driveway conform added/required
AP 071-170-063	Antonucci	Right of Entry for Driveway conform added/required
AP 071-170-064	Antonucci	Right of Entry for Driveway conform added/required
AP 071-140-068	Catalina Barber	Right of Entry for Driveway conform added/required
AP 071-140-056	Bottiani	Right of Entry for Driveway conform added/required

TASK 14: RIGHT OF WAY ACQUISITION

Under the direction of consultant HJA shall prepare offer packages based upon the appraisals, for presentation to each involved property owner. Offer packages shall include an offer letter, Appraisal Summary Statement, proposed Acquisition Agreement, and Deed. Consultant shall present these documents for City review and pre-approval prior to presenting offers to property owners. Concurrently consultant shall seek Caltrans review and approval of the appraisals, prior to proceeding with making the purchase offers. If requested by the City, consultant shall have the limits of right of way acquisition staked in the field with lath and flagging to assist in visualizing the limits of the right of way being acquired. After offer presentation, consultant shall handle all follow up negotiations in pursuit of mutually acceptable amicable purchase agreements with each owner to finalize the property purchases. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, consultant shall coordinate with City and, if appropriate, with the City Attorney's office in conjunction with any required Necessity Hearing scheduling. For those on which we reach final agreements, we would process all documents for necessary approvals and coordinate escrows, title insurance, and closings. This project shall also require a residential relocation. Consultant shall provide relocation assistance in conformance with the California Government Code and, if federal funding is involved, in accordance with the provisions of the federal Uniform Act. Relocation assistance shall include interviewing tenants, providing required noticing, conducting market surveys to set benefit levels and identify potential replacement sites, present the tenant with referrals to potential replacement housing options, provide moving bid coordination, claim preparation and processing, and payment distribution and payment receipt documentation. Consultant shall also prepare

a Relocation Plan in advance of making the property purchase offers and triggering relocation eligibility. Consultant shall draft any required Right of Way Certification.

Following is the list of parcels included in this proposal:

Assessor's Parcel Number	Owner	Type of Acquisition
071-130-051, -006	Mauracher	Partial
071-170-080, -083, and -079	University Properties	Partial and Full
071-170-082	Winnikoff Trust	Partial
071-130-023	McPage Enterprises	Partial
071-151-011	McLeans Auto Body & Paint	Partial
071-140-067 and -068	Catalina Barber Corp	Full/Exchange
071-090-078	DLC Enterprises	Partial
071-090-036	Newland	Partial (+ Relocation)
071-090-007	Islay Investments	Partial
071-140-046	Bottiani	Partial/ Exchange
071-330-009	Jurkowitz Trust	Partial

14.1 AMENDMENT 3 SCOPE. The original scope of services is amended to provide:

An independent fee reviewer to comply with Caltrans review appraisal requirements. (Original scope assumed Caltrans would provide this service).

Due to timeline differentials with obtaining environmental clearances and funding, the Newland and Bottiani parcels now have different appraisal and offer descriptions.

Acquisition for the parcels listed under Task 13.2 above.

14.2 AMENDMENT 4 SCOPE. The original scope of services is amended to provide:

- Additional effort related to unanticipated prolonged and complicated acquisition negotiations on several properties.
- Additional effort related to support services for the City's filing of a Resolution of Necessity for five parcels.
- Additional effort relayed to required revisions to existing appraisals for certain properties.

TASK 15: UTILITY COORDINATION

Consultant shall provide utility coordination throughout the project in accordance with Chapter 13 of the Caltrans' Right of Way Manual as required. This task involves communicating the City's project to the utility owners within the project limits and working with them to complete their plans and relocations for those utilities that conflict with the proposed project. Anticipated work under this task is as follows:

15.1 VERIFY EXISTING UTILITIES: Collect available utility information and review the topographic base map in order to identify existing utilities. A utility base map shall be prepared and sent to utility owners for verification. Part of the verification process is to obtain additional utility information from the owners such as as-built record drawings and atlas sheets, as well as determining the facility's function.

Finally, the utility base map is revised using the utility owner provided items and information our team has developed over the course of the task.

- Utility Base Map: Prepare a utility base map to be used in conjunction with the topographic base map. Essentially, this base map documents the best available utility location information such as: USA markings; interpretation of as-built record drawings and utility atlas sheets; and pothole information.
- Utility Matrix: Prepare a utility matrix to organize and document in one location all the utility coordination activities including: owner; contact name, telephone and facsimile numbers; mailing and physical addresses; email addresses; dates and methods of communication; description of effected utility; method of conflict resolution, if any; status of relocation plans, if any; etc.

  This matrix is provided to the City and utility owners to provide a transparent understanding of all the utility locations, conflicts and issues to all potentially affected stakeholders. For example, often cable TV and telephone facilities are carried on electric poles. Using the matrix, the cable TV/telephone representatives can get a clear understanding of the project impacts to poles which they are on, but over which they have little to no control over.
- Utility Letter A (Verification) Package: Letter, matrix and associated plans that outline the proposed design and right-of-way, and existing utilities as mapped in the field. This letter puts the utility owner on notice that the City is intending to construct a project that may affect their facilities.
- As-Built Record Drawings: A primary function of the Utility Letter A is to gather and incorporate into the utility base mapping any utility owner record drawings or other pertinent information.

15.2 POSITIVE IDENTIFICATION AND DETERMINATION OF LIABILITY: Prepare and execute a potholing plan to provide positive identification and location of utility facilities that may conflict with the project.

High-risk vs. low-risk utility facilities will also be identified.

- Potholing: Obtaining positive location information of underground utilities that may be in conflict with the proposed project improvements, and all high-risk utilities within the project limits. The potholes will be surveyed and added to the project topo maps. Since the exact number of potholes cannot be determined in advance, consultant has assumed approximately two full days of potholing activity will be needed.
- Utility Letter B (Request for Relocation Plans) Package: Letter, updated matrix and associated plans that identify potential utility conflicts and

approximate relocation schedules. This is a formal coordination letter that identifies the relocation work and schedule required to complete the relocations. Packages shall be sent to all utility owners within the project limits – regardless of potential conflict or not – in order to provide transparency of all utility coordination.

- Relocation Parameters: Provide utility relocation parameters for utility owner relocations plans.

15.3 COORDINATE RELOCATION: Coordinate any and all modifications, changes, or relocations of existing underground and/or overhead utilities with respective utility companies. Where feasible, every effort shall be made to complete any and all modifications, changes, or relocations of existing underground and/or overhead utilities prior to construction.

Should the utility companies or the City decide to underground existing overhead utilities as part of the relocation, or desire the installation of conduits for future undergrounding or expansion of their facilities, Consultant shall work with the respective utility companies to incorporate their design into the plan set and assist in the development of cost sharing between the utility companies and the City in the utility relocation agreements for the additional cost of trenching, conduits, vaults, etc. associated with the undergrounding. The design of any "dry" utilities (overhead or underground) is not a part of this scope of work.

This scope of work assumes that the City shall prepare any utility relocation agreements.

Schedules and progress reports for utility efforts shall be prepared. Plans and cost estimates provided by the utility companies shall be reviewed and recommendations shall be made.

- Field Meetings: Attend field meetings with utility owner representatives.
- Utility Specifications: Prepare special provisions relating to utility coordination during construction including timing and duration of construction windows for utility relocations performed by owner's forces.
- Utility Plans: Finalize utility plans for contract documentation plan set.
- Utility "C" Letter (Notice to Owner) Package: Letter, updated matrix and final project plans that show location and elevation of existing utility and the proposed utility relocations. This letter satisfies the requirements in regards to utility conflicts.
- RE Pending File: The last step of this task is to provide documentation of the utility coordination effort for the City and the RE Pending file. This will provide the City with

15.4 AMENDMENT 3 SCOPE. Expanded utility coordination due to the presence of several mainline trunk utilities that run along Hollister Avenue. Utility relocation efforts for these facilities are going to require additional potholing (20 original vs. 60

now), along with intensive coordination to accomplish the staged construction on Hollister Avenue.

TASK 16: MITIGATION MONITORING PLAN

PERMIT CONDITONS SUMMARY TABLE AND PS&E INTEGRATION

16.1 PREPARE SUMMARY TABLE. Once permitting conditions have been finalized Consultant shall compile the Permit Conditions Summary Table, which is comprised of a list of mitigation measures and conditions of approval identified during environmental review and the permitting process. This would comply with Caltrans' Local Assistance Procedures Manual that requires the following be submitted to the District Local Assistance Engineer (DLAE):

> "The local agency shall develop a list of all mitigation as related to NEPA and provide it along with the technical reports and draft environmental document to the DLAE.
>
> The local agency shall certify that all required mitigation has been completed and/or is included in the Final Plans, Specifications and Estimate (PS&E), and that any required ongoing maintenance of mitigation is implemented (23 CFR Parts 635,771, and 772)."

This task will satisfy the Environmental Commitments Record as described in Section 39 of the Caltrans Standard Environmental Reference.

16.2 INTEGRATE ENVIRONMENTAL INFORMATION WITH PS&E DEVELOPMENT. The PS&E specifications sheets and final bid package shall incorporate inputs from the permitting process. The task would involve:

- Integrate mitigation measures into the PS&E.
- Prepare the Permit Conditions Summary Table and specifications

16.3 MITIGATION PLAN. Consultant shall prepare a biological mitigation plan that fulfills all of the requirements of the City's EIR and provides the biological information needed to support the COE, CDFG, RWQCB, and CCC permit applications (as indicated in Task 6 Permitting). Integrate the compensatory mitigation plan into the biological mitigation and monitoring plan required by Mitigation Measure NA-1 in the EIR (herein referred to as the Mitigation Plan).

The Mitigation Plan shall comprise a biological mitigation and monitoring plan that incorporates all of the biological conditions related to construction of the project, including the "compensatory mitigation plan" required to obtain a section 404 permit from the COE. The plan shall include protection and replacement of habitats, streams, and wetlands, and measures for the protection of sensitive plants and animals, as

described in the EIR. The compensatory mitigation plan shall include site selection information, a mitigation work plan and maintenance plan, performance standards and monitoring requirements, and long-term and adaptive management plans. The Mitigation Plan shall include the following components as identified and described in further detail in the EIR:

- Protection and replacement of riparian habitat
- Native tree inventory and protection plan
- Wetland habitat restoration
- Pre-construction floristic surveys and compensation
- Plant restoration
- Construction restrictions for riparian birds and raptors
- Construction zone housekeeping
- Maintenance restrictions
- Avoid/minimize impacts to least Bell's vireo

The following tasks shall be implemented in order to create the Mitigation Plan:

16.3.1 COMPENSATORY MITIGATION SITE SELECTION. Select specific sites for restoration, enhancement and/or creation required to complete the Mitigation Plan and obtain key permits. The City shall provide descriptions of potential available locations and acreage suitable for compensatory mitigation. Consultant shall make recommendations to the City regarding the locations for the compensatory mitigation site(s).

16.3.2 FIELD VISITS AND GROUND-TRUTH DATA. Conduct a field visit to verify biological resource information gathered during the preparation of the EIR is accurate and up to date. Map native trees for preparation of the native tree inventory and protection plan.

16.3.3 COORDINATE WITH LANDSCAPE ARCHITECT ON LANDSCAPE AND IRRIGATION PLANS AND SPECIFICATIONS. Provide a restoration biologist to provide input on landscape and irrigation plan drawings and specifications, including plant/seed layouts, palettes, and specifications.

16.3.4 PREPARE DRAFT MITIGATION MONITORING PLAN. Prepare a draft Mitigation Monitoring Plan. The Mitigation and Monitoring Plan will be coordinated with the project landscape plans. The restoration component of the mitigation plan shall include details on restoration locations and habitat types, plant/seed source, plant layouts and palettes, plant and seed installation methods, irrigation methods, restoration schedule, a description of the 5-year maintenance and monitoring program methods, and include the following performance standards:

- Native cover must be 70 percent after three years and retain 70 percent coverage by the end of the 5-year monitoring and maintenance period.
- Non-native invasive plants, excluding non-native grasses, must remain below 10 percent of total vegetation cover at all times.
- Vegetation must survive without supplemental irrigation for at least 2 years.
- No single species shall constitute more than 50 percent of the vegetative cover.

- Replacement plants shall be monitored for a minimum of 3 years to ensure successful establishment.
- The draft Mitigation Plan will be submitted electronically for review and approval by the resource agencies and Goleta.

16.3.5 PREPARE FINAL MITIGATION PLAN. Revise the Mitigation Plan based on comments from agencies and Goleta, and prepare a final Mitigation Plan. Submit 10 copies of the final Mitigation Plan to the permitting agencies and Goleta on hard copies or CD as appropriate.

16.4 AMENDMENT 3 SCOPE. Identification of a potential mitigation site on the City of Santa Barbara Airport property along Hollister Avenue and preparation of a preliminary concept paper to facilitate Airport review and approval. Conduct all field surveys, mapping and conceptual plan preparation for the mitigation sites, including the site on the Airport property.

LIST OF DELIVERABLES

- Biological inputs for the landscape and irrigation plans
- Draft Mitigation Plan
- Final Mitigation Plan

TASK 17: PROVIDE BIDDING AND CONSTRUCTION SUPPORT

17.1 Consultant shall interpret plans and specifications as required during the bidding process. Attend and participate in a pre-bid meeting with potential bidders. Consultant shall answer questions regarding the Technical Provisions and the design drawings during the bidding process.

CITY OF GOLETA RESPONSIBILITIES

- Provide basic criteria for project design, record drawings, and preprinted portions of the specifications.
- Provide copies of available pertinent City records, such as survey ties, benchmarks, road plans, and record maps the City knowingly has in its possession.
- Print and distribute final bid documents, unless requested as an additional service.
- Mediate with land owners for access to and provisions for consultant to enter upon private and public lands.
- Provide all other required services that cannot, by law, be performed by consultant.
- Provide contract administration and inspection during construction.
- Be responsible for all communication with the Caltrans' District Local Assistance Engineer for grant funding and cost reimbursement.
- The City's Director of Public Works or designee shall serve as Contract Administrator for the project.

Agreement No. 2012-090.3
City of Goleta, California

CITY OF GOLETA
CALIFORNIA
OCT 20 2014
RECEIVED

AMENDMENT No. 3 TO PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF GOLETA AND DRAKE HAGLAN ASSOCIATES, INC.

This Amendment No. 3 ("Amendment") is made this 7th day of October, 2014 to an agreement for Professional Services between the **CITY OF GOLETA** ("City") and **Drake Haglan Associates, Inc.** ("Consultant") dated August 17, 2012 ("Agreement").

RECITALS

WHEREAS, the Agreement between the City and Consultant currently provides in Section 3 Subsection (h) for total compensation amount not to exceed one million, three hundred ninety-six thousand and nine hundred seventy-four dollars ($1,396,974); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of seven hundred forty-nine thousand and seven hundred fifteen dollars ($753,715); and

WHEREAS, the Agreement between the City and Consultant currently provides in Exhibit A-1 entitled "Scope of Work" the work to be completed by CONSULTANT; and

WHEREAS, the parties desire to amend Exhibit A-1 to include the additional task of permitting, environmental and project management services; and

WHEREAS, the City Council, on this 7th day of October, 2014, approved this Contract Amendment and authorized the Interim City Manager to execute this Contract Amendment per the Goleta Municipal Code Section 3.05.050.

AMENDED TERMS

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

1. **Section 3 Subsection (h).** **COMPENSATION AND PAYMENT** of the Agreement is amended to increase the not to exceed by $753,715 and to read in its entirety:

   h) The total amount payable by the CITY including the fixed fee shall not exceed $2,150,689.

2. **Exhibit A-1. Scope of Work** of the Agreement is amended to delete and replace in its entirety:

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

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

In witness whereof, this Amendment No.3 has been executed by the parties effective on the date and year first written above.

CITY OF GOLETA

Michelle Greene, Interim City Manager

CONSULTANT

Dennis Haglan, President

ATTEST:

Deborah Lopez, City Clerk

Craig Drake, Chief Financial Officer

APPROVED AS TO FORM

Tim W. Giles, City Attorney

Exhibit A-2
Scope of Work

TASK 1: MANAGEMENT

1.1 PROJECT MANAGEMENT

1.1.1 Consultant shall communicate regularly with City staff using telephone, fax, email, written correspondence, and face-to-face meetings as required throughout the term of the contract. Consultant shall prepare draft letters requesting right of entry into private parcels for surveys, geotechnical investigations and right of way purposes. These draft letters can be used by the City to cut and paste onto City letterhead for transmittal by the City to the affected property owners.

1.1.2 Consultant shall schedule, chair, and prepare meeting agendas and notes for Project Development Team (PDT) meetings. The agendas are to be submitted to the City for review prior to the meeting. The notes will be distributed to all attendees, everyone who was invited, and the City's Project Manager within five (5) working days after the meeting. The notes will include, but not be limited to, a list of attendees with phone numbers and email, a synopsis of discussion items, any pertinent information, decisions made, action items, and follow-up to action items. Up to 4 PDT meetings are anticipated for this task.

1.1.3 Consultant shall attend and present information, as required, at meetings with the City's Project Team, with stakeholder groups, or before the City Council.

1.1.4 Consultant shall monitor the quality of all deliverables, calculations, and other work products. Consultant shall follow our internal quality control procedures, including a documented peer review and constructability review.

1.1.5 Consultant shall develop and maintain a project schedule, and shall provide the City with a monthly updated schedule that will be incorporated into the City's overall project schedule. The overall project schedule shall be maintained by the City.

1.2 RESEARCH RECORD INFORMATION. Consultant shall research existing record drawings, maps, and supplement with field surveying, as necessary, to determine existing conditions. Consultant shall provide a Report of Project Items based on the findings of this research and investigation of record information. The report, at a minimum, shall include, but not be limited to, the following:

- The report shall itemize the results of all research and investigation including cataloging the sources of information.
- Identify locations of potential conflicts or constraints that may impact the design of the project.
- Identify conflicts of potholed underground utilities and overhead improvements.
- Identify right-of-way, easement and environmental constraints.

1.3 AMENDMENT 3 SCOPE - PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for the oversight and day-to-day management of the project team. The additional work is primarily due to an extended project delivery schedule of over one year.

LIST OF DELIVERABLES:

- ✓ Prepare Monthly progress reports with action item log and schedule update
- ✓ Up to 4 Meeting Agendas and Notes for meetings held at City office
- ✓ Bi-weekly PDT Phone Conferences Agendas and Notes
- ✓ Project ftp site instructions & QC checklists with milestone submittals

TASK 2: SURVEYING

2.1 FIELD SURVEYS AND TOPOGRAPHIC MAPPING. Consultant shall review the existing topographic mapping, boundary, right of way and easement mapping, and to fill in with additional surveyed data as necessary to complete the base map for design. The following work items shall be included:

2.1.1 Recover survey control from previous project work and establish new project survey network.

2.1.2 Review of preliminary title reports (approximately 18) as provided in Task 12.2. Review previous boundary and easement mapping for additions and changes since the previous mapping was completed.

2.1.3 Conduct research and field surveys as necessary to expand the boundary and right of way retracements as needed.

2.1.4 Amend existing boundary, right of way and existing easement mapping.

2.1.5 Conduct field surveys as necessary to expand or fill in the existing ground-based topographic mapping to accommodate the roadway design.

2.1.6 Prepare new base map for design.

2.1.7 Locate geotechnical borings on base map.

2.2 AMENDMENT 3 SCOPE. The additional work for topographic mapping is the largest component of additional survey work. This includes a substantial increase in the areas to be mapped as compared to the original areas contemplated.

Additional work is needed on Kellogg and Dearborn Avenues, Ward Drive, Highway 217, and additional effort to map storm drain and sewer manholes including coordination with Goleta Sanitation District for opening locked manholes and damaged manholes. Survey buildings and trees and add to the expanded base map. Additional surface area is needed on the Fowler Street alignment for more detailed mapping. Detailed mapping of buildings, door widths, hardscape, paving, striping and drainage features is required along the Ekwill Street alignment. Detailed tree location mapping is needed in the Pine Avenue area as well as staking to show the limits of anticipated construction. This work includes field and office time to provide updated base maps for all three locations (Ekwill, Fowler and Hollister).

Surveys for off-site biological remediation are needed. This work involves the coordination with environmental consultant and mapping of a potential off-site remediation area in the vicinity of Aero Camino and Hollister Ave.

Surveys for tree inventory are necessary. This work involves coordinating with the environmental consultant and processing tree locations and preparing tree inventory exhibits.

TASK 3: MATERIALS AND FOUNDATIONS REPORTS

3.1 GEOTECHNICAL STUDIES AND REPORTS. Consultant shall prepare a Materials and Foundations Report to support the design of the pavement structural sections, retaining walls and creek crossing structures (pre-cast arch culverts with natural bottom).

Report submittals shall be prepared in a format that is compatible with Caltrans design guidelines and reporting requirements for roadways and structures. A single Geotechnical Report that addresses geotechnical issues outside Caltrans right of way shall be prepared. A separate standalone Foundation Report shall be prepared for the retaining wall along the southbound off ramp for Caltrans review.

A location map showing proposed boring locations will be prepared, and the boring locations shall be marked in the field and underground service alert will be contacted. Proposed boring locations shall be checked against utility maps prior to marking in the field. Consultant shall obtain a permit from the City and Caltrans for field work that will be performed in the roadway.

The field exploration (borings) will be performed to obtain subsurface information for design of the roadway foundations. A tentative schedule for the field exploration program is summarized below:

Location	Field Exploration	Purpose
General Roadway	10 Borings to 10 feet	R-value samples, pavement design and culverts
Old San Jose Creek Bridges at Fowler Road and Ekwill Street	2 borings to 75 feet 2 CPT Soundings to 75 feet	Liquefaction, settlement and foundation analyses for bridge foundations
SB Off ramp Retaining Wall	2 borings to 75 feet ±5 CPT Soundings to 75 feet	Liquefaction, settlement and foundation analyses for retaining wall foundations and back slope area

The borings shall be drilled using a truck-mounted drill rig equipped with hollow stem augers. Borings will be sampled at approximately 5-foot intervals using standard penetration test (SPT) split spoon and modified California split spoon samplers. The borings shall be backfilled with the cuttings upon on the completion of drilling. Traffic control will be provided during for the field exploration work.

The field work shall include observation of existing drainage and concrete structures for obvious signs of corrosion, and near-surface soil samples will be obtained from proposed drainage improvement areas for corrosion testing in accordance with Caltrans test methods.

The geotechnical report specifically excludes the search for and evaluation of hazardous materials in soil, water or air, including aerially deposited lead outside of Caltrans' right of way. In the event that hazardous materials are encountered during field exploration, Consultant shall promptly report the contamination to the City. Investigation for aerially deposited lead within the Caltrans right of way is described in Task 5.2.

Laboratory tests shall be performed on selected samples obtained from the field exploration program to assist in the characterization of the geotechnical engineering properties of the materials encountered. Tests shall be performed for soil classification, compaction, shear strength, consolidation, corrosion and R-value.

Consultant shall prepare two draft reports for the project: a Geotechnical Report for the design of improvements on Ekwill and Fowler, and one for the retaining walls at the Hollister interchange for specific review by Caltrans. The draft reports will be submitted in Adobe portable document file (pdf) format for review by the City, Caltrans and the design team. Hard copies of the draft report will be provided, if requested. Graphics showing the site location, locations of field explorations, and interpreted subsurface profile along the alignment(s) shall be submitted with the report. Field and laboratory data obtained from the geotechnical studies will be included in the reports. The reports shall contain professional opinions and recommendations regarding for the following:

- Slope inclinations for the design of cut and embankment slopes;
- Cuts and excavations associated with earthwork for the roadway approaches;
- Embankments including suitability of excavated materials for use as fill, moisture control, erosion control and drainage considerations, expansive soils, estimated settlement and special treatments to reduce settlement, if needed;
- Corrosion considerations for culverts and buried concrete structures (cement factors, pipe thickness, and need for coatings);
- Earthwork factors for onsite materials that are excavated and replaced as compacted fill;
- Structural sections for asphalt concrete pavements based traffic indices provided to us;
- Site geology, faulting and seismicity;
- Seismic design criteria for use with Caltrans design methods;
- Corrosion considerations for design of subsurface structures (minimum cement factors estimated in accordance with Caltrans guidelines);
- Suitable foundation types for the conditions encountered (such as spread footings, driven concrete or steel piles, CISS, or CIDH piles);
- Specified tip elevation, settlement, and size for suitable deep foundation types and class of pile loading considered (up to 2 pile types can be considered);
- Lateral capacity of single pile foundations for free-head and fixed-head conditions based on p-y analysis;
- Pile spacing and group reduction factors for vertical and lateral loads;
- Lateral earth pressures, spring constants, and passive pressure resistance for abutment design;
- Special considerations for approach fill settlements: allowable slope inclinations, waiting periods, and need for monitoring; and
- Construction considerations: need for dewatering, pile driving, CIDH pile construction, adjacent structures, temporary excavations, and shoring.

Consultant shall prepare the log of test borings sheets for the retaining wall at the Hollister/217 interchange. The sheets shall be prepared on Caltrans standard plan sheets for log of test borings. A copy of the LOTB shall be submitted with the draft Geotechnical Report.

Upon receipt of written comments, the comments will be addressed and incorporated into the final Geotechnical Report and Log of Test Borings. Four (4) hard copies and one Adobe portable document file (pdf) copy of the final report shall be submitted.

3.2 AMENDMENT 3 SCOPE. Additional work and cost are required for the acquisition of permits for exploratory drilling. Also, the cost of drilling is affected by having to reschedule work around the local business access needs.

Additional work is needed to provide recommendations and reporting for a soil nail wall along the 217 southbound off ramp. This wall is needed to support mainline SR 217 along the off-ramp to improve the roundabout approach geometry at the base of the off-ramp. The original scope of services assumed this would be a conventional gravity type wall, but the wall type was changed to soil nail after a value analysis of the original concept. Design of a soil nailed wall requires more extensive evaluations and analyses. The geotechnical engineering includes input regarding nail size, length, and spacing for different wall height ranges.

- Summary of subsurface soil and groundwater conditions along the proposed soil nailed wall alignment;
- Evaluation of geological hazards consisting of faulting and ground rupture potential, strong ground shaking and peak horizontal ground acceleration for liquefaction potential, seismic settlement, and a qualitative evaluation of lateral spreading hazards;
- Development of an ARS curve in accordance with Caltrans seismic design criteria;
- Development of up to 4 subsurface cross sections considered representative of changing wall heights and/or subsurface conditions;
- Evaluations of those representative cross sections with soil nailed reinforcement to achieve static and seismic slope stability;
- Recommendations for soil nail size, lengths and spacing required to support the vertical wall;
- Coordination with the design team to develop construction plans and details for the soil nailed wall;
- Discussion of corrosion potential and construction considerations; and
- Preparation of submittals with structure design calculation supporting the recommendations and independent design check calculations in accordance with Caltrans procedures.
- Preparation of a standalone Draft and Final Geotechnical Design Report for the proposed soil nailed wall at the southbound off-ramp of SR 217 at Hollister Avenue.

LIST OF DELIVERABLES

- ✓ Draft and Final Geotechnical Report (Fowler-Ekwill)
- ✓ Draft and Final Foundation Report (SB Off Ramp Retaining Wall)
- ✓ Four (4) Log of Test Borings Sheets
- ✓ Geotechnical design report for design of a soil nail wall in accordance with Caltrans guidelines

TASK 4: DRAINAGE REPORT

Consultant shall provide drainage analysis and overall drainage coordination for the project. This task involves understanding the hydrology and hydraulics of the area as well as local drainage issues.

4.1 DRAINAGE REPORT. Consultant shall prepare a report addressing the hydrology, hydraulic and drainage impacts of the project. Calculations and sketches of existing and proposed hydraulic structures shall be included in the report. The fact that the project crosses several different jurisdictions makes the development and completion of the drainage report more

complicated than typical. Consultant shall provide a drainage report acceptable to the oversight agencies. There may be 4 different agencies providing oversight and/or approval of the document and plans, including:

- City of Goleta: City of Goleta storm water management plan and storm water pollution prevention guidelines will be used to develop the analysis and report.
- City of Santa Barbara: Portions of the work along Fairview Avenue and the Fowler Road roundabout are within City of Santa Barbara purview and require using City of Santa Barbara storm water management program standards and methodology. Storm water issues in these areas will need to be permitted through the City of Santa Barbara.
- County of Santa Barbara: Small portions of the Fowler Road roundabout and the northbound SR217 off ramp at Hollister Avenue may impact County of Santa Barbara jurisdiction. If this is indeed the case, storm water issues in these areas may need to be addressed in accordance with the County of Santa Barbara storm water management program.
- Caltrans: The SR217 off/on ramps at Hollister Avenue are also under Caltrans jurisdiction. Caltrans standards and methodology will be used for this area.

Likewise, these local agencies will also require that storm water quantity and quality project components be permitted through their departments under their plans/programs.

4.2 STORM WATER QUALITY. Storm water quality is a major component of any project that disturbs over one (1) acre of land. Water pollution elimination requirements and water quality expectations are continually evolving and becoming stringent with the review and approval processes becoming more rigorous. This is more complicated for this project due to varying and sometimes overlapping jurisdiction in regards to storm water quality. For this task, Consultant shall focus on three results:

- Design Recommendations & Review: Consultant shall provide drainage recommendations to the roadway engineers and will review the drainage plans for compatibility and conformance to the drainage report and the drainage needs.
- Permitting: Consultant shall prepare storm water permit applications and shepherd them through the various local agency processes.
- Water Pollution Control Plans: Consultant shall prepare water pollution control plan and specifications for contract documentation plan set.

TASK 5: AERIAL DEPOPSITED LEAD STUDY

5.1 AERIALLY DEPOSITED LEAD TESTING. This task provides for testing for aerially deposited lead within Caltrans right of way. Geocon shall perform the sampling and testing under the direction of consultant. Geocon shall perform the following tasks:

- Prepare Health and Safety Plan.
- Prepare a workplan for Caltrans approval.
- Field Activities:
    - Advance up to 24 hand-auger borings at proposed ramp modification location
    - Collect four soil samples per boring at depths of 0, 0.5, 1, and 2 ft (total 96 samples)
- Laboratory Analyses:
    - 80 soil samples for Total Lead

- 16 soil samples for CAM17 Metals
- Up to 45 soil samples for Soluble (WET, DI-WET, or TCLP) Lead

LIST OF DELIVERABLES

- ✓ Draft Site Investigation Report
- ✓ Final Site Investigation Report

TASK 6: PERMITTING

6.1 PERMITTING SUPPORT. Under the direction of consultant, URS Corporation shall provide the work required to support the permit application process. The following scope of work describes the technical approach and methodology and lists deliverables.

Permitting-related tasks shall begin as soon as possible in 2012 to support a 2014 construction start date. The permitting scope of services is written according to the permits required. The first four permits are as follows:

PERMIT 1 **COE SECTION 404 PERMIT**

PERMIT 2 **SECTION 7 CONSULTATION (FHWA)**

PERMIT 3 **CCRWQCB SECTION 401 CERTIFICATION PERMIT**

PERMIT 4 **CDFG SECTION 1602 PERMIT**

These four permits and approvals are addressed together since the content of the permit applications is substantially similar, and each application requests that copies of the others be included as attachments. Identical submittal packages (on CD) containing the permit applications and all required attachments for submittal to all three agencies shall be prepared and submitted to the City. Section 7 consultation, which is required to obtain the Section 404 Permit, is also addressed in this section.

The following authorizations are required due to the project's proposed impacts to jurisdictional waters and streambeds and are briefly described here:

SECTION **404** PERMIT. Authorization under Section 404 of the Clean Water Act (CWA) is required for activities involving a discharge of fill material into Waters of the U.S., and is administered by the COE. Because the project's impact to waters is minimal, streamlined authorization under Nationwide Permit (NWP) 14, which authorizes discharges for linear transportation projects, will be appropriate.

SECTION **401** WATER QUALITY CERTIFICATION. Section 401 of the CWA requires that an applicant for a federal permit to discharge fill material into Waters of the U.S. (such as a CWA Section 404 permit) must also obtain a state-issued certification that the discharge would not violate state water quality standards. In the project region, Section 401 Water Quality Certifications are issued by the Central Coast RWQCB.

CALIFORNIA FISH AND GAME CODE SECTION **1602** -- STREAMBED ALTERATION AGREEMENT. Under Section 1600 *et seq.* of the California Fish and Game Code, activities that would divert, obstruct, or substantially alter a streambed must be authorized through a

Streambed Alteration Agreement from the CDFG. Permit applications to the COE, CCRQCB, and CDFG shall include (on CD) the project's Mitigation Plan, Final EIR, the Natural Environment Study (NES) and the NES Addendum, the Federal Highway Administration's (FWHA's) Section 7 consultation letter, and documentation that Section 106 consultation has been completed.

TASKS FOR PERMITS 1 - 4

6.1.1 PRE-APPLICATION MEETINGS AND SITE VISITS. The URS environmental project manager and environmental task leads shall attend a pre-application meeting/site visit at the City of Goleta with the COE and CDFG.

6.1.2 PREPARE COMPENSATORY MITIGATION PLAN. A Compensatory Mitigation Plan is required to accompany all Section 404 permit applications. To reduce redundancy and simplify the implementation phase of the project, URS shall integrate the Compensatory Mitigation Plan into the biological mitigation plan required by EIR Mitigation Measure NA-1.

6.1.3 PROVIDE DOCUMENTATION THAT CALTRANS HAS COMPLETED NATIONAL HISTORIC PRESERVATION ACT SECTION 106 CONSULTATION. The COE 404 permit application will include documentation that Caltrans has completed Section 106 consultation with the California Office of Historic Preservation (OHP) in accordance with the January 1, 2004, *Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California.*

URS shall provide the COE with Caltrans and OHP correspondence to demonstrate that no further Section 106 consultation by the COE will be necessary. This correspondence will consist of the November 23, 2009 letter from Caltrans to the OHP and the April 19, 2010 letter from the OHP to Caltrans.

6.1.4 RESPONSES TO AGENCY COMMENTS. The COE, CDFG and/or the CCRWQCB may comment on the permit applications. For example, they may want to refine or modify measures in the project's Mitigation Plan. Under the direction of CONSULTANT, URS shall review all comments, coordinate with the City and CONSULTANT, and provide responses as directed.

LIST OF DELIVERABLES, PERMITS 1 - 4

URS shall prepare a single submittal package containing the following major deliverables:

- Mitigation Plan incorporating the Compensatory Mitigation Plan
- Completed Nationwide Section 404 Permit Checklist
- Completed Section 401 Water Quality Certification Application
- Completed Notification of Streambed Alteration Agreement
- Responses to agency comments, including revisions to the Mitigation Plan

PERMIT 5 CALIFORNIA COASTAL COMMISSION (CCC) COASTAL DEVELOPMENT PERMIT (CDP)

6.1.5 PRE-APPLICATION MEETING WITH CCC. The City may informally consult with CCC staff as early as possible and meet face-to-face with CCC's Ventura office staff. All communication with the CCC shall be through the City unless CONSULTANT is specifically directed by the City to contact the CCC. The City will inform CONSULTANT as to the discussions and comments from the CCC that affect the permit application.

6.1.6 ATTEND A SITE VISIT WITH CCC STAFF AND PROJECT BIOLOGISTS. The team lead biologist(s) shall attend a meeting with the City and CCC staff to present the adequacy of proposed mitigation measures, including mitigation ratios. The team biologist shall note feedback on impacts and mitigation measures, identify outstanding concerns and recommendations, and verify what the City wants to include in the CDP application. Consultant shall provide the City with the NES and Addendum, including the most current color set of relevant maps and figures, for transmittal to the CCC staff.

6.1.7 PREPARE A STAND-ALONE SUMMARY OF KEY CCC ISSUES OF CONCERN FOR INCLUSION IN THE CDP APPLICATION PACKAGE. The summary shall address issues brought up by CCC staff during the pre-application meeting and site visit. This summary will provide CCC staff with a summary version of the EIR and technical studies in order to accelerate the staff's understanding of the project and its impacts and mitigation measures. The summary shall include a simple table identifying where more detailed information can be found in the EIR and technical studies. The summary shall be delivered to the City for transmittal to the CCC.

6.1.8 PROVIDE TECHNICAL INPUTS TO SECTIONS OF THE CDP APPLICATION. The package shall include the EIR and key technical studies. Consultant shall provide technical inputs that relate to environmental issues with the CDP application.

6.1.9 PROVIDE TECHNICAL RESPONSES TO CCC STAFF COMMENTS ON THE CDP APPLICATION. The CCC shall provide a formal written response to the City's CDP application within 30 days indicating if the application is deemed complete. If deemed complete this task will not be needed. If it is not deemed complete, the CCC shall request additional information.

Consultant shall review the CCC completeness letter and provide the City with additional technical information, if needed. Consultant shall review CCC comments, outline responses, and identify responsible parties to address each comment. It is assumed that the City shall handle the direct communication and coordination with the CCC for the CDP.

6.1.10 REVIEW CCC STAFF REPORT AND ATTEND THE CCC PUBLIC HEARING. Once the application is deemed complete, CCC staff shall complete its analysis and issue a staff report. The staff report either would recommend conditions of approval or recommend project denial. Consultant shall review the staff report for inaccuracies or conditions of approval that may be problematic.

6.1.11 AMENDMENT 3 SCOPE. The scope of the work related to securing the CCC Permit has expanded enormously due to the requirements of the California Coastal Commission application review process. This scope has expanded well beyond the original scope, and includes

alignment studies that in turn have an effect on other tasks. Three firms are impacted by the permitting process: DHA, MNS and URS. The scope has expanded in the following ways:

Participation in multiple planning and strategy meetings and conference calls with the City and others.

Development of a new regulatory-based approach to assessing impacts to support the statement that the Project would not have an effect on coastal wetlands (By URS).

Technical inputs towards City submissions to the CCC, and participation in meetings with City staff and the CCC to discuss submissions (DHA, MNS and URS)

Conducted multiple GIS-based analyses and re-analyses of impacts of the project and design alternatives (DHA, MNS and URS)

Conduct new comprehensive biological surveys and GIS mapping (by URS):

- New vegetation community mapping
- New native tree inventory
- New raptor surveys
- New delineations of jurisdictional waters

Prepare a new comprehensive 150-page Biological Resources Report in response to a request for information from the California Coastal Commission to the City of Goleta. As requested by the Coastal Commission, this report would presents the findings of new and updated project-wide biological surveys and studies that were conducted in 2013 and 2014, summarizes all previous surveys, and prepared new biological impact analyses and maps and figures. It would also include a comprehensive regulatory setting.

Conduct an additional breeding bird survey and floristic survey to be conducted in April, 2014.

LIST OF DELIVERABLES – PERMIT 5

Consultant shall prepare:

- Memorandum documenting CCC comments made during the site visit and the pre-application meeting.
- Summary of key CCC issues and related project information that would be included with the CDP application.
- Environmentally related technical inputs to sections of the CDP application
- PowerPoint inputs (environmental data for a CCC presentation, if warranted)
- Written responses to CCC comments and data requests
- Written evaluation of recommended conditions of approval in the CCC staff report
- Biological Resources Report

PERMIT 6 CITY OF SANTA BARBARA COASTAL DEVELOPMENT PERMIT (CDP)

A CDP from the City of Santa Barbara will be required to develop the project. A portion of the proposed development is located within Santa Barbara's adopted Coastal Plan for the Airport and Goleta Slough. The CDP is a discretionary action requiring a public hearing and Planning Commission approval. Planning Commission approvals are appealable to the City Commission.

Santa Barbara's CDP application process shall include:

- Complete a Master Application
- Complete the CDP Application
- Complete the Development Application Review Team (DART) Submittal Packet

The DART application shall include the following applicable components:

- A letter from the project applicant requesting a CDP for development of a roadway and associated improvements within the Old San Jose Creek riparian corridor, a description of the project components (Road width, bridge, lighting etc.), construction cut and fill and import and export, discussion of surrounding land uses, and, if requested, a visual aid submittal packet.
- An application packet that includes a CD with copies of the Final EIR and relevant technical studies.
- A summary of proposed demolition and construction activity (e.g. duration of proposed grading).
- The DART application requires inclusion of a project justification, detailing issues that remain to be resolved for the development of the project.
- Hydrology calculations will be required to show how site drainage is being transmitted through the property unless waived by the Public Works Engineering Division staff.

A total of ten (10) copies of the plans must be submitted according to the City's Project Plan Requirement's. Plan set size and content requirements are listed in the DART application. The DART process usually has a 30-day review process with City of Santa Barbara Staff. Should additional information be required before the application can be deemed complete, the application may be placed on hold until such information is provided.

TASKS ASSOCIATED WITH PERMIT 6

6.1.11 PRE-APPLICATION MEETING. Consultant shall attend a pre-submittal meeting with City of Santa Barbara staff to determine if DART application requirements can be streamlined because the project EIR has already undergone environmental review by the City of Santa Barbara staff.

6.1.12 IDENTIFY RESOURCES, IMPACTS, MITIGATION MEASURES ON AIRPORT PROPERTY. Consultant shall develop a stand-alone summary of relevant portions of the FEIR, including environmental resources on Airport property, impacts, and mitigation measures using existing data, figures and

field mapping. City Staff shall coordinate and submit the Master Application, CDP and DART applications to the City of Santa Barbara.

6.1.13 RESPONSE TO DATA REQUESTS. Consultant shall respond to comments and data requests as needed.

6.1.14 CITY OF SANTA BARBARA CDP SITE VISIT. The CONSULTANT environmental manager and lead biologist shall attend a site visit with the City of Santa Barbara staff and Planning Commissioners in support of the DART application.

6.1.15 REVIEW PRT STAFF REPORT PRIOR TO PLANNING COMMISSION. The PRT shall review project materials and issue a staff report to the City of Santa Barbara's Planning Commission. Consultant shall review the PRT staff report and identify any inaccuracies or problematic conditions of approval.

6.1.16 ATTEND CITY OF SANTA BARBARA PLANNING COMMISSION PUBLIC HEARING. CONSULTANT staff, as approved by the City, shall attend the City of Santa Barbara Planning Commission public hearing.

6.1.17 ARCHAEOLOGICAL STUDY ON AIRPORT PROPERTY (OPTIONAL TASK). The *Master Archaeological Resources Assessment for the Santa Barbara Municipal Airport* (2010) requires subsurface archaeological survey along the western portion of the Fowler Road Extension for any areas subject to deep construction impacts (>24-inches below ground surface). No archaeological investigation will be required if the project impacts are restricted to the upper 24-inches of the soil column.

This task is based on the assumption that future utilities may be placed in a four-foot deep trench running along the Fowler Road Alternative. This study is described in the EIR as mitigation measure CUL-3.

Based on Figure 6-1 of the *Master Archaeological Resources Assessment for the Santa Barbara Municipal Airport* (2010), Consultant shall conduct subsurface archaeological testing along the Fowler Road Alternative from the west bank of Old San Jose Creek to the west side of the project roundabout along Fairview Avenue, a distance of approximately 120 meters. A qualified archaeologist shall conduct the backhoe testing project to determine if archaeological remains are present and, if present, are potentially intact. As required, excavations will be monitored by a Native American monitor. Six backhoe trenches spaced approximately at 20 m intervals will be excavated. It is assumed that subsurface testing can be limited to a depth of four feet below existing grade. The upper two feet will be excavated in one lift unless intact artifacts are noted. Excavations deeper than two feet would be excavated in 6-15-inch lifts. Trench spoils and sidewalls would be inspected for artifacts. Consultant shall obtain an encroachment permit from the City of Goleta, if needed.

Prior to fieldwork, an updated site record search will be conducted for the footprint of the Fowler Road Alternative. This record search would be limited to discovering any new data that has been recorded since the most recent Ekwill/Fowler record search was conducted.

Assuming no artifacts are found, a negative survey will be documented in a brief letter report that incorporates by reference the background information contained in the project's Archaeological Survey Report. Evidence of the new record search and a map of the subsurface survey location would be completed. The report will follow the City of Santa Barbara requirements.

LIST OF DELIVERABLES – PERMIT 6

- A summary of the project description, impacts on Airport property, and mitigation measures
- Master Application technical information
- CDP Application technical information
- Technical information memorandum for the Development Application Review Team (DART) Submittal Packet
- A CD or hard copy of all relevant technical studies (Final EIR, NES, Etc.)
- Written evaluation of recommended conditions of approval contained in the City of Santa Barbara's PRT staff report
- Phase 1 Subsurface Archaeological Survey Letter Report

PERMIT 7 SANTA BARBARA COUNTY AIR POLLUTION CONTROL DISTRICT (SBCAPCD) PERMIT OR EXEMPTION

6.1.18 Consultant shall provide the City with a memorandum identifying equipment usages for the project permit application.

LIST OF DELIVERABLES - PERMIT 7

- Technical memorandum

TASK 7: CITY OF SANTA BARBARA COORDINATION

7.1 CITY OF SANTA BARBARA DART COORDINATION. Consultant shall prepare project plans, technical specifications, and special provisions for review by the City of Santa Barbara Development Application Review Team (DART) at each submittal milestone. Comments received from the City shall be logged and responses to each comment will be prepared.

7.2 AMENDMENT 3 SCOPE. Coordination with the City of Santa Barbara has expanded to include alternatives analysis for the airport Runway Protection Zone. The task includes the preparation of a letter report to the airport for submission to the FAA.

TASK 8: 35% PS&E

8.1 CONCEPTUAL DESIGN. The conceptual design phase shall include approximately 35% complete design plans with typical sections. The plans will show the preliminary layout of roundabouts, proposed turn lanes, locations of utility poles, utility boxes, drainage culverts, etc. Proposed right-of-way acquisitions will be identified based on the need to accommodate additional traffic lanes and roadway widening, cut and fill slopes, utility relocations, retaining walls, precast arch culverts with natural bottoms, etc.

The Preliminary Design shall also include an analysis of vertical and horizontal curve transitions to the existing roadway profile and alignment and specific safety requirements, such as design speed and sight distance, and preliminary grading requirements for the roadway embankment. Evaluate and recommend potentially less costly alternatives where feasible.

At the conclusion of the 35% design phase, the consultant shall provide CAD files showing the required configuration of Hollister Avenue over San Jose Creek to the City's consultant responsible for the design of the replacement bridge, eliminating the need for a separate bike/pedestrian bridge upstream of the existing structure.

Consultant shall perform testing, calculations, and analysis necessary to achieve project goals according to City, Caltrans, and industry standards.

8.2 PREPARE CONCEPTUAL PLANS. The consultant shall produce conceptual plans at 1" = 20' scale. Additional information to be indicated at this stage will include the base map data from field survey and records research, facility sizes, roadway dimensions, and rights-of-way, and presenting plan, elevation and section views of the proposed improvements along with all existing facilities.

8.3 PRELIMNARY COST ESTIMATE. Consultant shall prepare an initial construction cost estimate based on all anticipated construction items and estimated quantities from the general plan facility dimensions. Consultant shall revise and resubmit preliminary cost estimates as the project progresses at the 65%, 95% and Final stages.

8.4 SUBMIT 35% PLANS. Consultant shall perform quality control on all submittals.

LIST OF DELIVERABLES

- See below

TASK 9: 65% PS&E

9.1 ROADWAY IMPROVEMENT PLANS. The design shall conform to requirements of the City of Goleta and the Caltrans LAPM.

The roadway improvement plans and striping and signing plan shall also be in accordance with the current Caltrans Standards and City of Goleta standard plans or standards approved by the City of Goleta Director of Public Works. Existing utilities shall be indicated in the plan view. These plans will be prepared at 1"=20' scale, on 24" x 36" improvement plan sheets, and will consist of:

- Detail/Typical Cross Section Sheets - include typical sections and other details as required.
- Roadway Improvement Plans - includes plans for the proposed roadway widening and associated improvements. Plans shall provide for roadway improvements in accordance with the City's recommendations. The roadway improvement plan shall consist of a plan and profile format that will also indicate the grading requirements in the plan. The construction drawings shall include all drainage and roadway structural details, slope revetment or lining, and design cross sections.
- Any new striping is to extend a minimum of 100 feet beyond the construction limits.
- Cross Sections - includes roadway cross sections based on the previously prepared field survey at 50-foot intervals showing the proposed roadway widening

improvements. Cross sections are considered necessary to properly design the improvements and to establish the earthwork volumes and extent of construction or reconstruction beyond the existing right-of-way lines onto private property, where and if necessary. The cross sections and cut and fill quantities will be computer generated and will be included with the bid set.

- Special layout and construction details as required.
- Temporary traffic control and construction staging plans.
- Driveway profiles where work will extend beyond the public right-of-way limits. The profile shall be extended as required for a transition to the existing driveway.
- Retaining walls and precast arch culverts with natural bottoms.
- The Plans, Specifications, and Estimate must be prepared in accordance with Caltrans current CADD Users Manual, Plans Preparation Manual, and Caltrans practices, as well as conform to the City of Goleta's standards and practices.

9.2 AMENDMENT 3 SCOPE. The existing scope is modified to include the additional work for alternatives analysis resulting from the Coastal Development process and optimization of the roundabout designs that greatly improve the operational characteristics of the project. Other redesign work is necessitated by the decision to replace the Hollister Avenue Bridge, which provides an opportunity to greatly improve the roadway geometry on Hollister Avenue.

LIST OF DELIVERABLES

- See below

TASK 10: 95% PS&E

10.1 UPDATE ROADWAY PLANS. A submittal of 95% PS&E shall be made to the City. The submittal shall include the plans, specifications and estimate. Five sets of 11x 17 plans with a set of special provisions and the Engineer's Estimate prepared for the 35% submittal shall be reviewed and updated as necessary. Consultant shall perform an independent QA/QC review of the 95% plans, specifications and estimate and incorporate appropriate revisions prior to submittal to the City. Specifications will be prepared in Microsoft Word and the estimate will be prepared in Microsoft Excel.

LIST OF DELIVERABLES

- Five (5) sets of the 95% Plans on 11" x 17"
- Five (5) hard copies of the special provisions
- One (1) electronic copy of the special provisions in Microsoft word format
- Five (5) hard copies of the updated combined "estimate of probable costs"
- One (1) electronic copy of the "estimate of probably costs" in excel format

Hollister Avenue/SR-217 Interchange Modifications,
Ekwill Street & Fowler Road Extensions
List of Anticipated Plan Sheets

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
T	1	Title Sheet	X	X	X	X
G	1	General Notes		X	X	X
CC	3	Construction Control plan		X	X	X
XS	1	Ekwill Street typical sections	X	X	X	X
	1	Kellogg Ave typical sections	X	X	X	X
	2	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps typical sections	X	X	X	X
	1	Fowler Road/Fairview Avenue typical sections	X	X	X	X
L	5	Ekwill Street roadway layout	X	X	X	X
	1	Pine Ave roadway layout	X	X	X	X
	1	Kellogg Avenue roadway layout	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway layout	X	X	X	X
	4	Fowler Road/Fairview Avenue roadway layout	X	X	X	X
P	5	Ekwill Street roadway profile	X	X	X	X
	1	Pine Ave roadway profile	X	X	X	X
	1	Kellogg Avenue roadway profile	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway profile	X	X	X	X
	4	Fowler Road/Fairview Avenue roadway profile	X	X	X	X
CD	3	ADA ramps, misc.		X	X	X
	5	Roundabout layout/grading		X	X	X
D	5	Ekwill Street drainage plan		X	X	X
	1	Kellogg Avenue drainage plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps drainage plan		X	X	X
	4	Fowler Road/Fairview Avenue drainage plan		X	X	X
Code	Quant	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
D	2	Old San Jose Creek culverts (assumed precast arches)		X	X	X
	6	Drainage profiles		X	X	X
	2	Drainage details		X	X	X
	4	Drainage quantities		X	X	X
WPC	5	Ekwill Street water pollution control plan		X	X	X
	1	Kellogg Avenue water pollution control plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps water pollution control plan		X	X	X
	4	Fowler Road/Fairview Avenue water pollution control plan		X	X	X
	2	Water Pollution Control details		X	X	X
	4	Water Pollution Control quantities		X	X	X
U	5	Ekwill Street utility plan	X	X	X	X
	1	Kellogg Avenue utility plan	X	X	X	X
	4	Fowler Road utility plan	X	X	X	X
	8	Hollister Avenue utility plan	X	X	X	X
SC	3	Ekwill Street RBA staging	X	X	X	X
	4	Hollister Ave RBA staging	X	X	X	X
	3	Fowler Road RBA staging	X	X	X	X
TH	4	Ekwill RBA traffic handling		X	X	X
	1	Kellogg Ave traffic handling		X	X	X
	12	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps traffic handling		X	X	X
	4	Fowler Road traffic Handling		X	X	X
PD/S	5	Ekwill pavement delineation & sign plan		X	X	X
	1	Kellogg pavement delineation & sign plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps pavement delineation & sign plan		X	X	X
	4	Fowler Road/Fairview Avenue pavement delineation & sign plan		X	X	X
	2	Pavement delineation & sign details		X	X	X
	4	Pavement delineation & sign quantities		X	X	X
PP/IP	5	Ekwill landscaping and irrigation plan	X	X	X	X
	1	Kellogg landscaping and irrigation plan	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps landscaping and irrigation plan	X	X	X	X

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
	4	Fowler Road/Fairview Avenue landscaping and irrigation plan	X	X	X	X
	2	Landscaping and irrigation details		X	X	X
Code	Quant	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
PP/IP	4	Landscaping and irrigation quantities		X	X	X
E	2	Hollister/Kellogg Traffic Signal Mod		X	X	X
	3	Street lighting plan and details		X	X	X
S	2	Pre-Cast Culvert Foundation Plans		X	X	X
	4	Retaining Wall Plans		X	X	X
	220	**TOTAL**				

10.2 AMENDMENT 3 SCOPE. The extra work in this phase is a continuation of the work resulting from the same issues in Task 9.1 for that portion of the work that had been advanced past the 65% level.

TASK 11: FINAL CONTRACT PACKAGE

11.1 ENGINEERS ESTIMATE. Consultant shall prepare an accurate and reliable Engineer's Estimate to be included in the bid documents. Consultant shall provide a construction quantity and cost estimate with each submittal of plans. The unit costs will be based upon the most current cost information for recent similar projects in the area compiled by the consultant. Consultant's final construction cost estimate will be based upon, and in agreement with, the final items of work with estimated quantities.

11.2 FINAL PROJECT PLANS. The design deliverables will include, but not be limited to: Providing final improvement Plans on Mylar ready for advertising and bidding, along with "camera-ready" Specifications (including appendixes), and a complete Engineer's Estimate, all wet seal stamped and signed by a licensed California Civil Engineer. Final plans shall be submitted on Mylar sheets 24" x 36" in size, to a 1"=20' horizontal scale. The final plans and specifications shall be delivered to, and become the property of, the City of Goleta.

The design and scope of services shall also include: complete and detailed estimate of quantities; construction cost estimate; answers to all questions regarding the design during the design review process; review of the project site to ensure that the Plans are drawn correctly; and attendance at project related meetings.

11.3 CONSTRUCTION SCHEDULE. Consultant shall calculate the amount of liquidated damages and determine the length of time in working days for construction.

11.4 FINAL SPECIFICATIONS. The City will provide the consultant with its boilerplate Specifications and Technical Provisions in Microsoft Word format.

Consultant shall be responsible for compiling the Project Specifications which are to be based upon the latest Caltrans Standard Specifications and the latest Caltrans Standard Special Provisions shall be incorporated into the bid documents. Consultant shall provide a write up for the project specific scope of work in the Technical Specifications. The Specifications shall be signed and "wet sealed" by consultant's Civil Engineer registered in the State of California,

which will constitute a certification that they are complete and ready for bidding purposes and awarding of a contract for construction of the improvements.

11.5 SUBMITTALS:

Consultant shall submit three (3) sets of bound copies of the design drawings, including cross-sections, with each submittal for checking by the City, along with the previous red lined submittal prints. The design drawings should be as complete, accurate, and error-free as possible before Plan checking is considered, in order to reduce the number of Plan checks required and related costs therefore to the City and Consultant. Each submittal is to include documentation of QC checks completed by consultant prior to submission for City review. Submittals shall be at the 35%, 65%, and 95% and Final design stages.

- Consultant shall submit three (3) sets of the contract specification documents with each submittal for checking by the City, along with the previous check prints. A disk in Microsoft Word format containing the final Contract Documents shall be submitted to the City.
- The design shall include new improvements within existing State right-of-way or right-of-way to be acquired by the Project that will become State-owned improvements upon final completion of the Project. Consultant's design shall therefore require the review and approval of Caltrans. This review process shall be in accordance with Caltrans procedures. Consultant shall prepare, submit, and coordinate with Caltrans all required PS&E documents through final approval of the design on behalf of the City. The City will review all PS&E documents prior to their submission to Caltrans.
- Prepare RE File and Materials Information Handbook.

TASK 12: RIGHT OF WAY ENGINEERING

12.1 Right of way engineering tasks shall be performed primarily by MNS Engineering under the direction of consultant. This task is to prepare the required maps, legal descriptions, deeds, sketches, and back up data to support the right of way acquisition effort. The RW Engineering shall be performed per the Caltrans RW Manual. A Record of Survey shall be prepared for each of the three project locations as soon as the alignments are finalized. These maps will show the new roadway alignments and serve not only as a way to retrace the corridors in the future, but also to make the legal description process much less tedious and time-consuming. The maps will also show all property monuments recovered in the retracement process allowing for the preservation of those locations.

12.1.1 Consultant shall prepare records of survey for each project location and file with the County Recorder. Monuments shall be set to facilitate recovery of the alignments and to serve as initial, local project control for construction.

12.1.2 Consultant shall determine the precise areas needed for permanent and temporary easements and for areas of interagency transfer. It is anticipated that approximately 33 permanent (private and interagency combined) fee or easements and 20 temporary construction easements (including 2 possible staging areas not yet defined) will be required.

12.1.3 Consultant shall prepare appraisal maps for each of the three project locations identifying the parcel number, owner, type of easement, size of easement and remainder size. Parcel numbers for State R/W changes will receive State-designated number. Parcel numbers for City of Goleta shall be assigned distinct numbers related to assessor's numbers, property addresses or other suitable system.

12.1.4 Consultant shall provide updates to the existing project Right of Way Needs spreadsheet to accompany the appraisal map for appraisal and acquisition agents.

12.1.5 Consultant shall prepare legal descriptions for each parcel to be acquired for temporary or permanent use.

12.1.6 Consultant shall prepare legal descriptions for existing easements to be quitclaimed to the City or State (if any).

12.1.7 Consultant shall prepare legal description and sketch for abandonment of Kellogg Place for use by the City in the abandonment and conveyance process.

12.1.8 Consultant shall prepare sketches for all non-state related acquisitions.

12.1.9 Consultant shall maintain separate parcel files for each acquisition containing information such as title reports, existing easements, descriptions of parcels to be acquired or relinquished, vesting deeds and basic parcel information.

12.1.10 Consultant shall coordinate with City of Goleta real property, City of Santa Barbara real property, Caltrans R/W, project engineer and appraisal and acquisition personnel and support them during the acquisition process.

12.1.11 Consultant shall prepare final R/W map for the Highway 217 corridor for filing by Caltrans.

12.2 Under the direction of consultant HJA shall obtain current updated preliminary title reports for the properties subject to acquisition.

12.3 AMENDMENT 3 SCOPE. Engineering for additional R/W work is needed:

The additional right of way work includes increasing the parcel requirements from an estimated 53 to an estimated 60 parcels. Several original parcels have been removed and replaced with right of entry permits, but still require the creation of the parcel legal descriptions. Several changes have been made to the alignments for Ekwill and Hollister, resulting in needs to change appraisal maps, legal descriptions, plats and closures and to conduct the QA/QC for each change.

Research and review of prior rights information provided by Goleta Water District to aid in the City's evaluation of GWD claims. Preparation of a Prior Rights Report

Additional survey work related to RW for staking proposed right of way limits for several parcels.

Prior Rights Research and correspondence, and underlying fee determination for portions of Kellogg Way and Kellogg Ave that may be included in property swap.

Coordination, meetings, changes and preparation of plats, legal descriptions, closures and review, signing and distribution for the additional parcels.

TASK 13: RIGHT OF WAY APPRAISALS

Consultant shall oversee and direct Hamner, Jewell & Associates (HJA) in the appraisal and acquisition of right of way for the project.

13.1 Under the direction of consultant, HJA shall obtain appraisals from a state licensed real estate appraiser, prepared in conformance with state laws and Caltrans guidelines, as required to set the basis of right of way purchase offers to private property owners by the City. All

appraisals shall be submitted to the City for review and pre-approval prior to purchase offer presentations. If project funding requires formal third party appraisal reviews, this proposal assumes Caltrans staff shall provide the required appraisal reviews. This scope does not include any appraisal of public lands held by City, County, County Flood Control, or State; it is assumed that appraisals will only be required for the acquisitions of private properties listed in Task 14.

13.2 AMENDMENT 3 SCOPE. The following parcels have been added since the original scope was prepared:

AP 071-130-062	Yardi/Torridan	This parcel was not on the original list but has been identified as requiring an acquisition. PTR and appraisal will be required. Entry coordination for project studies required.
AP 071-130-049	Goleta Business Park	This parcel was not on the contract list but has been identified as requiring an acquisition. PTR and appraisal are required.
AP 071-130-040	Towbes (TCP Pine)	PTR obtained for this parcel; access coordination for site studies performed. Additional permanent r/w acquisition sought. Appraisal may be required.
AP 071-140-053	Kunze	No PTR requested, TCE may be avoided however some coordination may be necessary in conjunction with driveway access.
AP 071-140-064	Giorgi	PTR requested for this out of scope parcel; evaluation support regarding Caltrans denial of access requirement.
AP 071-190-034	Kellogg Ave LLC	New TCE required for retaining wall construction; this parcel was not in the original contract scope of work. Assume TCE without an appraisal.
AP 071-190-035	SYCAL Properties	Right of Entry for Driveway conform added/required
AP 071-170-061	Himelsein	Right of Entry for Driveway conform added/required
AP 071-170-062	See Family Trust	Right of Entry for Driveway conform added/required
AP 071-170-063	Antonucci	Right of Entry for Driveway conform added/required
AP 071-170-064	Antonucci	Right of Entry for Driveway conform added/required

AP 071-140-068	Catalina Barber	Right of Entry for Driveway conform added/required
AP 071-140-056	Bottiani	Right of Entry for Driveway conform added/required

TASK 14: RIGHT OF WAY ACQUISITION

Under the direction of consultant HJA shall prepare offer packages based upon the appraisals, for presentation to each involved property owner. Offer packages shall include an offer letter, Appraisal Summary Statement, proposed Acquisition Agreement, and Deed. Consultant shall present these documents for City review and pre-approval prior to presenting offers to property owners. Concurrently consultant shall seek Caltrans review and approval of the appraisals, prior to proceeding with making the purchase offers. If requested by the City, consultant shall have the limits of right of way acquisition staked in the field with lath and flagging to assist in visualizing the limits of the right of way being acquired. After offer presentation, consultant shall handle all follow up negotiations in pursuit of mutually acceptable amicable purchase agreements with each owner to finalize the property purchases. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, consultant shall coordinate with City and, if appropriate, with the City Attorney's office in conjunction with any required Necessity Hearing scheduling. For those on which we reach final agreements, we would process all documents for necessary approvals and coordinate escrows, title insurance, and closings. This project shall also require a residential relocation. Consultant shall provide relocation assistance in conformance with the California Government Code and, if federal funding is involved, in accordance with the provisions of the federal Uniform Act. Relocation assistance shall include interviewing tenants, providing required noticing, conducting market surveys to set benefit levels and identify potential replacement sites, present the tenant with referrals to potential replacement housing options, provide moving bid coordination, claim preparation and processing, and payment distribution and payment receipt documentation. Consultant shall also prepare a Relocation Plan in advance of making the property purchase offers and triggering relocation eligibility. Consultant shall draft any required Right of Way Certification.

Following is the list of parcels included in this proposal:

Assessor's Parcel Number	Owner	Type of Acquisition
071-130-051, -006	Mauracher	Partial
071-170-080, -083, and -079	University Properties	Partial and Full
071-170-082	Winnikoff Trust	Partial
071-130-023	McPage Enterprises	Partial
071-151-011	McLeans Auto Body & Paint	Partial
071-140-067 and -068	Catalina Barber Corp	Full/Exchange
071-090-078	DLC Enterprises	Partial
071-090-036	Newland	Partial (+ Relocation)
071-090-007	Islay Investments	Partial
071-140-046	Bottiani	Partial/ Exchange

Assessor's Parcel Number	Owner	Type of Acquisition
071-330-009	Jurkowitz Trust	Partial

14.1 AMENDMENT 3 SCOPE. The original scope of services is amended to provide:

An independent fee reviewer to comply with Caltrans review appraisal requirements. (Original scope assumed Caltrans would provide this service).

Due to timeline differentials with obtaining environmental clearances and funding, the Newland and Bottiani parcels now have different appraisal and offer descriptions.

Acquisition for the parcels listed under Task 13.2 above.

TASK 15: UTILITY COORDINATION

Consultant shall provide utility coordination throughout the project in accordance with Chapter 13 of the Caltrans' Right of Way Manual as required. This task involves communicating the City's project to the utility owners within the project limits and working with them to complete their plans and relocations for those utilities that conflict with the proposed project. Anticipated work under this task is as follows:

15.1 VERIFY EXISTING UTILITIES: Collect available utility information and review the topographic base map in order to identify existing utilities. A utility base map shall be prepared and sent to utility owners for verification. Part of the verification process is to obtain additional utility information from the owners such as as-built record drawings and atlas sheets, as well as determining the facility's function.

Finally, the utility base map is revised using the utility owner provided items and information our team has developed over the course of the task.

- Utility Base Map: Prepare a utility base map to be used in conjunction with the topographic base map. Essentially, this base map documents the best available utility location information such as: USA markings; interpretation of as-built record drawings and utility atlas sheets; and pothole information.
- Utility Matrix: Prepare a utility matrix to organize and document in one location all the utility coordination activities including: owner; contact name, telephone and facsimile numbers; mailing and physical addresses; email addresses; dates and methods of communication; description of effected utility; method of conflict resolution, if any; status of relocation plans, if any; etc.

  This matrix is provided to the City and utility owners to provide a transparent understanding of all the utility locations, conflicts and issues to all potentially affected stakeholders. For example, often cable TV and telephone facilities are carried on electric poles. Using the matrix, the cable TV/telephone representatives can get a clear understanding of the project impacts to poles which they are on, but over which they have little to no control over.
- Utility Letter A (Verification) Package: Letter, matrix and associated plans that outline the proposed design and right-of-way, and existing utilities as mapped in the field. This letter puts the utility owner on notice that the City is intending to construct a project that may affect their facilities.

- As-Built Record Drawings: A primary function of the Utility Letter A is to gather and incorporate into the utility base mapping any utility owner record drawings or other pertinent information.

15.2 POSITIVE IDENTIFICATION AND DETERMINATION OF LIABILITY: Prepare and execute a potholing plan to provide positive identification and location of utility facilities that may conflict with the project.

High-risk vs. low-risk utility facilities will also be identified.

- Potholing: Obtaining positive location information of underground utilities that may be in conflict with the proposed project improvements, and all high-risk utilities within the project limits. The potholes will be surveyed and added to the project topo maps. Since the exact number of potholes cannot be determined in advance, consultant has assumed approximately two full days of potholing activity will be needed.
- Utility Letter B (Request for Relocation Plans) Package: Letter, updated matrix and associated plans that identify potential utility conflicts and approximate relocation schedules. This is a formal coordination letter that identifies the relocation work and schedule required to complete the relocations. Packages shall be sent to all utility owners within the project limits – regardless of potential conflict or not – in order to provide transparency of all utility coordination.
- Relocation Parameters: Provide utility relocation parameters for utility owner relocations plans.

15.3 COORDINATE RELOCATION: Coordinate any and all modifications, changes, or relocations of existing underground and/or overhead utilities with respective utility companies. Where feasible, every effort shall be made to complete any and all modifications, changes, or relocations of existing underground and/or overhead utilities prior to construction.

Should the utility companies or the City decide to underground existing overhead utilities as part of the relocation, or desire the installation of conduits for future undergrounding or expansion of their facilities, Consultant shall work with the respective utility companies to incorporate their design into the plan set and assist in the development of cost sharing between the utility companies and the City in the utility relocation agreements for the additional cost of trenching, conduits, vaults, etc. associated with the undergrounding. The design of any "dry" utilities (overhead or underground) is not a part of this scope of work.

This scope of work assumes that the City shall prepare any utility relocation agreements.

Schedules and progress reports for utility efforts shall be prepared. Plans and cost estimates provided by the utility companies shall be reviewed and recommendations shall be made.

- Field Meetings: Attend field meetings with utility owner representatives.
- Utility Specifications: Prepare special provisions relating to utility coordination during construction including timing and duration of construction windows for utility relocations performed by owner's forces.
- Utility Plans: Finalize utility plans for contract documentation plan set.
- Utility "C" Letter (Notice to Owner) Package: Letter, updated matrix and final project plans that show location and elevation of existing utility and the proposed utility relocations. This letter satisfies the requirements in regards to utility conflicts.
- RE Pending File: The last step of this task is to provide documentation of the utility coordination effort for the City and the RE Pending file. This will provide the City with

15.4 AMENDMENT 3 SCOPE. Expanded utility coordination due to the presence of several mainline trunk utilities that run along Hollister Avenue. Utility relocation efforts for these facilities are going to require additional potholing (20 original vs. 60 now), along with intensive coordination to accomplish the staged construction on Hollister Avenue.

TASK 16: MITIGATION MONITORING PLAN

PERMIT CONDITONS SUMMARY TABLE AND PS&E INTEGRATION

16.1 PREPARE SUMMARY TABLE. Once permitting conditions have been finalized Consultant shall compile the Permit Conditions Summary Table, which is comprised of a list of mitigation measures and conditions of approval identified during environmental review and the permitting process. This would comply with Caltrans' Local Assistance Procedures Manual that requires the following be submitted to the District Local Assistance Engineer (DLAE):

> "The local agency shall develop a list of all mitigation as related to NEPA and provide it along with the technical reports and draft environmental document to the DLAE.
>
> The local agency shall certify that all required mitigation has been completed and/or is included in the Final Plans, Specifications and Estimate (PS&E), and that any required ongoing maintenance of mitigation is implemented (23 CFR Parts 635,771, and 772)."

This task will satisfy the Environmental Commitments Record as described in Section 39 of the Caltrans Standard Environmental Reference.

16.2 INTEGRATE ENVIRONMENTAL INFORMATION WITH PS&E DEVELOPMENT. The PS&E specifications sheets and final bid package shall incorporate inputs from the permitting process. The task would involve:

- Integrate mitigation measures into the PS&E.
- Prepare the Permit Conditions Summary Table and specifications

16.3 MITIGATION PLAN. Consultant shall prepare a biological mitigation plan that fulfills all of the requirements of the City's EIR and provides the biological information needed to support the COE, CDFG, RWQCB, and CCC permit applications (as indicated in Task 6 Permitting). Integrate the compensatory mitigation plan into the biological mitigation and monitoring plan required by Mitigation Measure NA-1 in the EIR (herein referred to as the Mitigation Plan).

The Mitigation Plan shall comprise a biological mitigation and monitoring plan that incorporates all of the biological conditions related to construction of the project, including the "compensatory mitigation plan" required to obtain a section 404 permit from the COE. The plan shall include protection and replacement of habitats, streams, and wetlands, and measures for the protection of sensitive plants and animals, as described in the EIR. The compensatory mitigation plan shall include site selection information, a mitigation work plan and maintenance plan, performance standards and monitoring requirements, and long-term and adaptive management plans. The Mitigation Plan shall include the following components as identified and described in further detail in the EIR:

- Protection and replacement of riparian habitat
- Native tree inventory and protection plan

- Wetland habitat restoration
- Pre-construction floristic surveys and compensation
- Plant restoration
- Construction restrictions for riparian birds and raptors
- Construction zone housekeeping
- Maintenance restrictions
- Avoid/minimize impacts to least Bell's vireo

The following tasks shall be implemented in order to create the Mitigation Plan:

16.3.1 COMPENSATORY MITIGATION SITE SELECTION. Select specific sites for restoration, enhancement and/or creation required to complete the Mitigation Plan and obtain key permits. The City shall provide descriptions of potential available locations and acreage suitable for compensatory mitigation. Consultant shall make recommendations to the City regarding the locations for the compensatory mitigation site(s).

16.3.2 FIELD VISITS AND GROUND-TRUTH DATA. Conduct a field visit to verify biological resource information gathered during the preparation of the EIR is accurate and up to date. Map native trees for preparation of the native tree inventory and protection plan.

16.3.3 COORDINATE WITH LANDSCAPE ARCHITECT ON LANDSCAPE AND IRRIGATION PLANS AND SPECIFICATIONS. Provide a restoration biologist to provide input on landscape and irrigation plan drawings and specifications, including plant/seed layouts, palettes, and specifications.

16.3.4 PREPARE DRAFT MITIGATION MONITORING PLAN. Prepare a draft Mitigation Monitoring Plan. The Mitigation and Monitoring Plan will be coordinated with the project landscape plans. The restoration component of the mitigation plan shall include details on restoration locations and habitat types, plant/seed source, plant layouts and palettes, plant and seed installation methods, irrigation methods, restoration schedule, a description of the 5-year maintenance and monitoring program methods, and include the following performance standards:

Native cover must be 70 percent after three years and retain 70 percent coverage by the end of the 5-year monitoring and maintenance period.

Non-native invasive plants, excluding non-native grasses, must remain below 10 percent of total vegetation cover at all times.

Vegetation must survive without supplemental irrigation for at least 2 years.

No single species shall constitute more than 50 percent of the vegetative cover.

Replacement plants shall be monitored for a minimum of 3 years to ensure successful establishment.

The draft Mitigation Plan will be submitted electronically for review and approval by the resource agencies and Goleta.

16.3.5 PREPARE FINAL MITIGATION PLAN. Revise the Mitigation Plan based on comments from agencies and Goleta, and prepare a final Mitigation Plan. Submit 10 copies of the final Mitigation Plan to the permitting agencies and Goleta on hard copies or CD as appropriate.

16.4 AMENDMENT 3 SCOPE. Identification of a potential mitigation site on the City of Santa Barbara Airport property along Hollister Avenue and preparation of a preliminary concept paper to facilitate Airport review and approval. Conduct all field surveys, mapping and conceptual plan preparation for the mitigation sites, including the site on the Airport property.

LIST OF DELIVERABLES

- Biological inputs for the landscape and irrigation plans
- Draft Mitigation Plan
- Final Mitigation Plan

TASK 17: PROVIDE BIDDING AND CONSTRUCTION SUPPORT

17.1 Consultant shall interpret plans and specifications as required during the bidding process. Attend and participate in a pre-bid meeting with potential bidders. Consultant shall answer questions regarding the Technical Provisions and the design drawings during the bidding process.

CITY OF GOLETA RESPONSIBILITIES

- Provide basic criteria for project design, record drawings, and preprinted portions of the specifications.
- Provide copies of available pertinent City records, such as survey ties, benchmarks, road plans, and record maps the City knowingly has in its possession.
- Print and distribute final bid documents, unless requested as an additional service.
- Mediate with land owners for access to and provisions for consultant to enter upon private and public lands.
- Provide all other required services that cannot, by law, be performed by consultant.
- Provide contract administration and inspection during construction.
- Be responsible for all communication with the Caltrans' District Local Assistance Engineer for grant funding and cost reimbursement.
- The City's Director of Public Works or designee shall serve as Contract Administrator for the project.

AMENDMENT No. 2
TO PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF GOLETA AND DRAKE HAGLAN ASSOCIATES, INC.

This Amendment No. 2 ("Amendment") is made this 17th day of June, 2014 to an agreement for Professional Services between the **CITY OF GOLETA** ("City") and **DRAKE HAGLAN ASSOCIATES, INC.** ("Consultant") dated August 17, 2012 ("Agreement").

RECITALS

WHEREAS, the Agreement between the City and Consultant currently provides in Section 6 for the termination of the Agreement on June 30, 2014; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the AGREEMENT to June 30, 2015; and

WHEREAS, the City Council, on this 17th day of June, 2014, approved this Contract Amendment and authorized the Interim City Manager to execute this Amendment per the Goleta Municipal Code Section 3.05.050.

AMENDED TERMS

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

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

The term of this Agreement is from the date first written above to June 30, 2015, 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 paragraph 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed according to the scope of services attached as Exhibit A.

In witness whereof, this Amendment No.2 has been executed by the parties effective on the date and year first written above.

CITY OF GOLETA

Michelle Greene, Interim City Manager

CONSULTANT

Dennis Haglan, President

ATTEST:

Deborah Lopez, City Clerk

Craig Drake, Chief Financial Officer

APPROVED AS TO FORM

Tim W. Giles, City Attorney

AMENDMENT No. 1
TO PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF GOLETA AND DRAKE HAGLAN ASSOCIATES, INC.

This Amendment No. 1 to Professional Design Services Agreement (Agreement #2012-090) between the **City of Goleta** a municipal corporation (City) and **Drake Haglan Associates, Inc.** (Consultant) dated August 17, 2012 (Agreement) is made this 4th day of September, 2012.

RECITALS

WHEREAS, the Agreement #2012-090 between the City and Consultant currently provides in Section 22 for modification of the Agreement; and

WHEREAS, the parties desire to amend Agreement #2012-090 so as to replace the original contract language in its entirety with the contract language attached as Exhibit A; and

WHEREAS, the City Council, on this 4th day of September, 2012, approved this Contract Amendment and authorized the City Manager to execute this Contract Amendment per the Goleta Municipal Code Section 3.05.240.

AMENDED TERMS

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

1. Contract #2012-090 between Drake Haglan and Associates is hereby replaced in it's entirety with the contract attached as Exhibit A.

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

CITY OF GOLETA

Dan Singer, City Manager

CONSULTANT

Dennis Haglan, President

ATTEST:

Deborah Constantino, City Clerk

Craig Drake, Chief Financial Officer

APPROVED AS TO FORM

Tim W. Giles, City Attorney

EXHIBIT A-1

PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF GOLETA AND DRAKE HAGLAN ASSOCIATES, INC.

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

This **AGREEMENT FOR PROFESSIONAL DESIGN SERVICES** is made and entered into this 4th day of September, 2012, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **DRAKE HAGLAN ASSOCIATES, INC.**, (herein referred to as "CONSULTANT").

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

WHEREAS, CONSULTANT was recommended for award by CITY staff following a competitive request for qualification process based on an evaluation of qualifications specific to this project; and

WHEREAS, CONSULTANT was selected for award of this AGREEMENT by City Council based on CITY staff's recommendation; and

WHEREAS, the City Council, on this 4th day of September, 2012, approved this AGREEMENT and authorized the City Manager to execute this AGREEMENT per the Goleta Municipal Code Section 3.05.240.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional design engineering services in conjunction with Ekwill and Fowler Street Extension Project. Services shall generally include permitting, design, surveying , right of way engineering and acquisitions, 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) The method of payment for this contract will be based on actual cost-plus-a-fixed fee. The CITY will reimburse the CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by the CONSULTANT in performance of the work. The CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the

approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will the CONSULTANT be reimbursed for overhead costs at a rate that exceeds the CITY's approved overhead rate set forth in the Cost Proposal. In the event, that the CITY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time and/or actual costs reimbursable by the CITY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

b) In addition to the allowable incurred costs, the CITY will pay the CONSULTANT a fixed fee of $38,943.41. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

c) Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

d) When milestone cost estimates are included in the approved Cost Proposal, the CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Manager before exceeding such cost estimate.

e) Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of the CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the CITY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Article 13 Termination.

f) No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.

g) The CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the CITY's Project Manager of itemized invoices in triplicate. Invoices shall be submitted no later than 45-calendar days after the performance of work for which the CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due the CITY including any equipment purchased under the provisions of Article 36 Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of the CONSULTANT's work. Invoices shall be mailed to the CITY's Project Manager at the following address:

City of Goleta
Rosemarie Gaglione P.E., Capital Improvement Program Manager
130 Cremona Drive, Suite B
Goleta, CA 93117

h) The total amount payable by the CITY including the fixed fee shall not exceed $1,396,974.

i) Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by the CITY's Project Manager.

j) For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

k) All subcontracts in excess of $25,000 shall contain the above provisions.

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 in advance. 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 Rosemarie Gaglione P.E. 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.
CITY shall perform the services defined in Exhibit "A".

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to June 30, 2014, 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 paragraph 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed according to the scope of services attached as Exhibit A.

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. Craig Drake is the CONSULTANT Project Manager and is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly

involved in performing, supervising or assisting in the performance of this work. There shall be no change in the CONSULTANT'S Project Manager or members of the project team, as listed in the Statement of Qualifications which is incorporated into this contract by reference. 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. The following portions of the work will be subcontracted out to other parties by CONSULTANT:

- MNS Engineering
- Reid Middleton
- David Black
- Kittleson & Associates. Inc./Dowling
- URS Inc.
- Fugro Consultants, Inc.
- Hamner Jewell & Associates.

This AGREEMENT is not assignable by CONSULTANT without CITY's prior consent in writing.
The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the CITY's Project Manager, except that, which is expressly identified in the approved Exhibit "A."

Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.
Any substitution of subconsultants must be approved in writing by the CITY's Project Manager

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for CONSULTANT's Damages. CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

(b) Defense and Indemnity of Third Party Claims/Liability. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with

CONSULTANT's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single lawyer from representing both CITY and CONSULTANT, or should CITY otherwise find CONSULTANT's legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONSULTANT's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this AGREEMENT.

(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 0001 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 on a policy form appropriate to CONSULTANTs profession. Limits shall be no less than $2,000,000 per claim.

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

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

b) CONSULTANT's insurance shall apply 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) Liability coverage 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) 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.

f) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract 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 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.

h) 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. RELATION OF THE PARTIES

The relationship of the parties to this AGREEMENT shall be that of independent contractors 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 30 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 consultant 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. 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.

18. 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.

19. 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.

20. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

21. 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.

22. 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.

23. USE OF THE TERM "CITY"

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

24. PERMITS AND LICENSES

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

25. 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.

26. 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.

27. 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.

28. 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.

29. 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: City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO CONSULTANT:
Attention: Craig Drake
Drake Haglan & Associates
10423 Old Placerville Road, Suite 200
Sacramento, CA 95827

30. COST PRINCIPLES

The CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.

The CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to the CITY.

31. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

For the Scope of Work, CITY has a Underutilized Disadvantaged Business Enterprise (UDBE) goal of 0.02%. CONSULTANT is required to submit to CITY completed Caltrans Form 10-O2 reflecting the UDBE commitment by CONSULTANT.

CONSULTANT is required to include in applicable Subcontracts the DBE contract language show in the attached Exhibit Standard Agreement for Subcontractor/DBE Participation (Exhibit C).

32. CONTINGENT FEE

The CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the CITY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

33. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the CONSULTANT, subcontractors, and the CITY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, the State Auditor, CITY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions; and copies thereof shall be furnished if requested Subcontracts in excess of $25,000 shall contain this provision.

34. DISPUTES

Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the CITY's Project Manager and Public Works Director, who may consider written or verbal information submitted by the CONSULTANT.
Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the CONSULTANT may request review by the CITY Council of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONSULTANT from full and timely performance in accordance with the terms of this contract.

35. AUDIT REVIEW PROCEDURES

Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the CITY'S CHIEF FINANCIAL OFFICER.

Not later than 30 days after issuance of the final audit report, the CONSULTANT may request a review by the CITY'S CHIEF FINANCIAL OFFICER of unresolved audit issues. The request for review will be submitted in writing.

Neither the pendency of a dispute nor its consideration by the CITY will excuse the CONSULTANT from full and timely performance, in accordance with the terms of this contract.

36. EQUIPMENT PURCHASE

Prior authorization in writing, by the CITY'S Project Manager shall be required before the CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONSULTANT services. The CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

For purchase of any item, service or consulting work not covered in the CONSULTANT's Cost Proposal and exceeding $5,000 prior authorization by the CITY's Contract Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

Any equipment purchased as a result of this contract is subject to the following: "The CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the CITY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the CONSULTANT may either keep the equipment and credit the CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit the CITY in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determined at the CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the CITY and the CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the CITY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5000.00 is credited to the project.

All subcontracts in excess $25,000 shall contain the above provisions.

37. INSPECTION OF WORK

The CONSULTANT and any subcontractor shall permit the CITY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

38. SAFETY

The CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. The CONSULTANT shall comply with safety instructions issued by the CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the CITY has determined that such areas are within the limits of the project and are open to public traffic. The CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

39. OWNERSHIP OF DATA

Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in the CITY; and no further agreement will be necessary to transfer ownership to the CITY. The CONSULTANT shall furnish the CITY all necessary copies of data needed to complete the review and approval process.

It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

The CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the CITY of the machine-readable information and data provided by the CONSULTANT under this agreement; further, the CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by the CITY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by the CONSULTANT.

Applicable patent rights provisions described in 41 CFR 1-91, regarding rights to inventions shall be included in the Agreements as appropriate.

The CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

40. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical, or other data and information relative to the CITY's operations, which are designated confidential by the CITY and made available to the CONSULTANT in order to carry out this contract, shall be protected by the CONSULTANT from unauthorized use and disclosure.

Permission to disclose information on one occasion, or public hearing held by the CITY relating to the contract, shall not authorize the CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

The CONSULTANT shall not comment publicly to the press or any other media regarding the contract or the CITY's actions on the same, except to the CITY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

The CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the CITY, and receipt of the CITY'S written permission.

Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

All information related to the construction estimate is confidential, and shall not be disclosed by the CONSULTANT to any entity other than the CITY.

41. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, the CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the CONSULTANT within the immediately preceding two-year period, because of the CONSULTANT's failure to comply with an order of a federal court that orders the CONSULTANT to comply with an order of the National Labor Relations Board.

42. EVALUATION OF CONSULTANT

The CONSULTANT's performance will be evaluated by the CITY. A copy of the evaluation will be sent to the CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

43. NON DISCRIMINATION STATEMENT OF COMPLIANCE

The CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

44. DEBARMENT AND SUSPENSION CERTIFICATION

The CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the CITY.
Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

45. STATE PREVAILING WAGE RATES

The CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

Any subcontract entered into as a result of this contract if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

46. CONFLICT OF INTEREST

The CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this contract, or any ensuing CITY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing CITY construction project, which will follow.

The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

The CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with the CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

47. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

48. PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING

The CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or CITY appropriated funds have been paid, or will be paid by-or-on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement;

the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

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

_____
Daniel Singer, City Manager

ATTEST:

_____
Deborah Constantino, City Clerk

APPROVED AS TO FORM

_____
Tim W. Giles, City Attorney

CONSULTANT

_____
Dennis Haglan, President

_____
Craig Drake, Chief Financial Officer

Exhibit A
Scope of Work

TASK 1: MANAGEMENT

1.1 PROJECT MANAGEMENT

1.1.1 Consultant shall communicate regularly with City staff using telephone, fax, email, written correspondence, and face-to-face meetings as required throughout the term of the contract. Consultant shall prepare draft letters requesting right of entry into private parcels for surveys, geotechnical investigations and right of way purposes. These draft letters can be used by the City to cut and paste onto City letterhead for transmittal by the City to the affected property owners.

1.1.2 Consultant shall schedule, chair, and prepare meeting agendas and notes for Project Development Team (PDT) meetings. The agendas are to be submitted to the City for review prior to the meeting. The notes will be distributed to all attendees, everyone who was invited, and the City's Project Manager within five (5) working days after the meeting. The notes will include, but not be limited to, a list of attendees with phone numbers and email, a synopsis of discussion items, any pertinent information, decisions made, action items, and follow-up to action items. Up to 4 PDT meetings are anticipated for this task.

1.1.3 Consultant shall attend and present information, as required, at meetings with the City's Project Team, with stakeholder groups, or before the City Council.

1.1.4 Consultant shall monitor the quality of all deliverables, calculations, and other work products. Consultant shall follow our internal quality control procedures, including a documented peer review and constructability review.

1.1.5 Consultant shall develop and maintain a project schedule, and shall provide the City with a monthly updated schedule that will be incorporated into the City's overall project schedule. The overall project schedule shall be maintained by the City.

1.2 RESEARCH RECORD INFORMATION. Consultant shall research existing record drawings, maps, and supplement with field surveying, as necessary, to determine existing conditions. Consultant shall provide a Report of Project Items based on the findings of this research and investigation of record information. The report, at a minimum, shall include, but not be limited to, the following:

- The report shall itemize the results of all research and investigation including cataloging the sources of information.
- Identify locations of potential conflicts or constraints that may impact the design of the project.
- Identify conflicts of potholed underground utilities and overhead improvements.
- Identify right-of-way, easement and environmental constraints.

LIST OF DELIVERABLES:

- ✓ Prepare Monthly progress reports with action item log and schedule update
- ✓ Up to 4 Meeting Agendas and Notes for meetings held at City office
- ✓ Bi-weekly PDT Phone Conferences Agendas and Notes
- ✓ Project ftp site instructions & QC checklists with milestone submittals

TASK 2: SURVEYING

2.1 FIELD SURVEYS AND TOPOGRAPHIC MAPPING. Consultant shall review the existing topographic mapping, boundary, right of way and easement mapping, and to fill in with additional surveyed data as necessary to complete the base map for design. The following work items shall be included:

2.1.1 Recover survey control from previous project work and establish new project survey network.

2.1.2 Review of preliminary title reports (approximately 18) as provided in Task 12.2. Review previous boundary and easement mapping for additions and changes since the previous mapping was completed.

2.1.3 Conduct research and field surveys as necessary to expand the boundary and right of way retracements as needed.

2.1.4 Amend existing boundary, right of way and existing easement mapping.

2.1.5 Conduct field surveys as necessary to expand or fill in the existing ground-based topographic mapping to accommodate the roadway design.

2.1.6 Prepare new base map for design.

2.1.7 Locate geotechnical borings on base map.

TASK 3: MATERIALS AND FOUNDATIONS REPORTS

3.1 GEOTECHNICAL STUDIES AND REPORTS. Consultant shall prepare a Materials and Foundations Report to support the design of the pavement structural sections, retaining walls and creek crossing structures (pre-cast arch culverts with natural bottom).

Report submittals shall be prepared in a format that is compatible with Caltrans design guidelines and reporting requirements for roadways and structures. A single Geotechnical Report that addresses geotechnical issues outside Caltrans right of way shall be prepared. A separate standalone Foundation Report shall be prepared for the retaining wall along the southbound off ramp for Caltrans review.

A location map showing proposed boring locations will be prepared, and the boring locations shall be marked in the field and underground service alert will be contacted. Proposed boring locations shall be checked against utility maps prior to marking in the field. Consultant shall obtain a permit from the City and Caltrans for field work that will be performed in the roadway.

The field exploration (borings) will be performed to obtain subsurface information for design of the roadway foundations. A tentative schedule for the field exploration program is summarized below:

Location	Field Exploration	Purpose
General Roadway	10 Borings to 10 feet	R-value samples, pavement design and culverts
Old San Jose Creek Bridges at Fowler Road and Ekwill Street	2 borings to 75 feet 2 CPT Soundings to 75 feet	Liquefaction, settlement and foundation analyses for bridge foundations
SB Off ramp Retaining Wall	2 borings to 75 feet ±5 CPT Soundings to 75 feet	Liquefaction, settlement and foundation analyses for retaining wall foundations and back slope area

The borings shall be drilled using a truck-mounted drill rig equipped with hollow stem augers. Borings will be sampled at approximately 5-foot intervals using standard penetration test (SPT) split spoon and modified California split spoon samplers. The borings shall be backfilled with the cuttings upon on the completion of drilling. Traffic control will be provided during for the field exploration work.

The field work shall include observation of existing drainage and concrete structures for obvious signs of corrosion, and near-surface soil samples will be obtained from proposed drainage improvement areas for corrosion testing in accordance with Caltrans test methods.

The geotechnical report specifically excludes the search for and evaluation of hazardous materials in soil, water or air, including aerially deposited lead outside of Caltrans' right of way. In the event that hazardous materials are encountered during field exploration, Consultant shall promptly report the contamination to the City. Investigation for aerially deposited lead within the Caltrans right of way is described in Task 5.2.

Laboratory tests shall be performed on selected samples obtained from the field exploration program to assist in the characterization of the geotechnical engineering properties of the materials encountered. Tests shall be performed for soil classification, compaction, shear strength, consolidation, corrosion and R-value.

Consultant shall prepare two draft reports for the project: a Geotechnical Report for the design of improvements on Ekwill and Fowler, and one for the retaining walls at the Hollister interchange for specific review by Caltrans. The draft reports will be submitted in Adobe portable document file (pdf) format for review by the City, Caltrans and the design team. Hard copies of the draft report will be provided, if requested. Graphics showing the site location, locations of field explorations, and interpreted subsurface profile along the alignment(s) shall be submitted with the report. Field and laboratory data obtained from the geotechnical studies will be included in the reports. The reports shall contain professional opinions and recommendations regarding for the following:

- Slope inclinations for the design of cut and embankment slopes;
- Cuts and excavations associated with earthwork for the roadway approaches;
- Embankments including suitability of excavated materials for use as fill, moisture control, erosion control and drainage considerations, expansive soils, estimated settlement and special treatments to reduce settlement, if needed;
- Corrosion considerations for culverts and buried concrete structures (cement factors, pipe thickness, and need for coatings);

- Earthwork factors for onsite materials that are excavated and replaced as compacted fill;
- Structural sections for asphalt concrete pavements based traffic indices provided to us;
- Site geology, faulting and seismicity;
- Seismic design criteria for use with Caltrans design methods;
- Corrosion considerations for design of subsurface structures (minimum cement factors estimated in accordance with Caltrans guidelines);
- Suitable foundation types for the conditions encountered (such as spread footings, driven concrete or steel piles, CISS, or CIDH piles);
- Specified tip elevation, settlement, and size for suitable deep foundation types and class of pile loading considered (up to 2 pile types can be considered);
- Lateral capacity of single pile foundations for free-head and fixed-head conditions based on p-y analysis;
- Pile spacing and group reduction factors for vertical and lateral loads;
- Lateral earth pressures, spring constants, and passive pressure resistance for abutment design;
- Special considerations for approach fill settlements: allowable slope inclinations, waiting periods, and need for monitoring; and
- Construction considerations: need for dewatering, pile driving, CIDH pile construction, adjacent structures, temporary excavations, and shoring.

Consultant shall prepare the log of test borings sheets for the retaining wall at the Hollister/217 interchange. The sheets shall be prepared on Caltrans standard plan sheets for log of test borings. A copy of the LOTB shall be submitted with the draft Geotechnical Report.

Upon receipt of written comments, the comments will be addressed and incorporated into the final Geotechnical Report and Log of Test Borings. Four (4) hard copies and one Adobe portable document file (pdf) copy of the final report shall be submitted.

LIST OF DELIVERABLES

- ✓ Draft and Final Geotechnical Report (Fowler-Ekwill)
- ✓ Draft and Final Foundation Report (SB Off Ramp Retaining Wall)
- ✓ Four (4) Log of Test Borings Sheets

TASK 4: DRAINAGE REPORT

Consultant shall provide drainage analysis and overall drainage coordination for the project. This task involves understanding the hydrology and hydraulics of the area as well as local drainage issues.

4.1 DRAINAGE REPORT. Consultant shall prepare a report addressing the hydrology, hydraulic and drainage impacts of the project. Calculations and sketches of existing and proposed hydraulic structures shall be included in the report. The fact that the project crosses several different jurisdictions makes the development and completion of the drainage report more complicated than typical. Consultant shall provide a drainage report acceptable to the oversight agencies. There may be 4 different agencies providing oversight and/or approval of the document and plans, including:

- City of Goleta: City of Goleta storm water management plan and storm water pollution prevention guidelines will be used to develop the analysis and report.
- City of Santa Barbara: Portions of the work along Fairview Avenue and the Fowler Road roundabout are within City of Santa Barbara purview and require using City of Santa Barbara storm water management program standards and methodology. Storm water issues in these areas will need to be permitted through the City of Santa Barbara.
- County of Santa Barbara: Small portions of the Fowler Road roundabout and the northbound SR217 off ramp at Hollister Avenue may impact County of Santa Barbara jurisdiction. If this is indeed the case, storm water issues in these areas may need to be addressed in accordance with the County of Santa Barbara storm water management program.
- Caltrans: The SR217 off/on ramps at Hollister Avenue are also under Caltrans jurisdiction. Caltrans standards and methodology will be used for this area.

Likewise, these local agencies will also require that storm water quantity and quality project components be permitted through their departments under their plans/programs.

4.2 STORM WATER QUALITY. Storm water quality is a major component of any project that disturbs over one (1) acre of land. Water pollution elimination requirements and water quality expectations are continually evolving and becoming stringent with the review and approval processes becoming more rigorous. This is more complicated for this project due to varying and sometimes overlapping jurisdiction in regards to storm water quality. For this task, Consultant shall focus on three results:

- Design Recommendations & Review: Consultant shall provide drainage recommendations to the roadway engineers and will review the drainage plans for compatibility and conformance to the drainage report and the drainage needs.
- Permitting: Consultant shall prepare storm water permit applications and shepherd them through the various local agency processes.
- Water Pollution Control Plans: Consultant shall prepare water pollution control plan and specifications for contract documentation plan set.

TASK 5: AERIAL DEPOPSITED LEAD STUDY

5.1 AERIALLY DEPOSITED LEAD TESTING. This task provides for testing for aerially deposited lead within Caltrans right of way. Geocon shall perform the sampling and testing under the direction of consultant. Geocon shall perform the following tasks:

- Prepare Health and Safety Plan.
- Prepare a workplan for Caltrans approval.
- Field Activities:
  - Advance up to 24 hand-auger borings at proposed ramp modification location
  - Collect four soil samples per boring at depths of 0, 0.5, 1, and 2 ft (total 96 samples)
- Laboratory Analyses:
  - 80 soil samples for Total Lead
  - 16 soil samples for CAM17 Metals
  - Up to 45 soil samples for Soluble (WET, DI-WET, or TCLP) Lead

LIST OF DELIVERABLES

- ✓ Draft Site Investigation Report
- ✓ Final Site Investigation Report

TASK 6: PERMITTING

6.1 PERMITTING SUPPORT. Under the direction of consultant, URS Corporation shall provide the work required to support the permit application process. The following scope of work describes the technical approach and methodology and lists deliverables.

Permitting-related tasks shall begin as soon as possible in 2012 to support a 2014 construction start date. The permitting scope of services is written according to the permits required. The first four permits are as follows:

PERMIT 1 **COE SECTION 404 PERMIT**

PERMIT 2 **SECTION 7 CONSULTATION (FHWA)**

PERMIT 3 **CCRWQCB SECTION 401 CERTIFICATION PERMIT**

PERMIT 4 **CDFG SECTION 1602 PERMIT**

These four permits and approvals are addressed together since the content of the permit applications is substantially similar, and each application requests that copies of the others be included as attachments. Identical submittal packages (on CD) containing the permit applications and all required attachments for submittal to all three agencies shall be prepared and submitted to the City. Section 7 consultation, which is required to obtain the Section 404 Permit, is also addressed in this section.

The following authorizations are required due to the project's proposed impacts to jurisdictional waters and streambeds and are briefly described here:

SECTION **404** PERMIT. Authorization under Section 404 of the Clean Water Act (CWA) is required for activities involving a discharge of fill material into Waters of the U.S., and is administered by the COE. Because the project's impact to waters is minimal, streamlined authorization under Nationwide Permit (NWP) 14, which authorizes discharges for linear transportation projects, will be appropriate.

SECTION **401** WATER QUALITY CERTIFICATION. Section 401 of the CWA requires that an applicant for a federal permit to discharge fill material into Waters of the U.S. (such as a CWA Section 404 permit) must also obtain a state-issued certification that the discharge would not violate state water quality standards. In the project region, Section 401 Water Quality Certifications are issued by the Central Coast RWQCB.

CALIFORNIA FISH AND GAME CODE SECTION **1602** -- STREAMBED ALTERATION AGREEMENT. Under Section 1600 *et seq.* of the California Fish and Game Code, activities that would divert, obstruct, or substantially alter a streambed must be authorized through a Streambed Alteration Agreement from the CDFG. Permit applications to the COE, CCRQCB, and CDFG shall include (on CD) the project's Mitigation Plan, Final EIR, the

Natural Environment Study (NES) and the NES Addendum, the Federal Highway Administration's (FWHA's) Section 7 consultation letter, and documentation that Section 106 consultation has been completed.

TASKS FOR PERMITS 1 - 4

6.1.1 PRE-APPLICATION MEETINGS AND SITE VISITS. The URS environmental project manager and environmental task leads shall attend a pre-application meeting/site visit at the City of Goleta with the COE and CDFG.

6.1.2 PREPARE COMPENSATORY MITIGATION PLAN. A Compensatory Mitigation Plan is required to accompany all Section 404 permit applications. To reduce redundancy and simplify the implementation phase of the project, URS shall integrate the Compensatory Mitigation Plan into the biological mitigation plan required by EIR Mitigation Measure NA-1.

6.1.3 PROVIDE DOCUMENTATION THAT CALTRANS HAS COMPLETED NATIONAL HISTORIC PRESERVATION ACT SECTION **106** CONSULTATION. The COE 404 permit application will include documentation that Caltrans has completed Section 106 consultation with the California Office of Historic Preservation (OHP) in accordance with the January 1, 2004, *Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California.*

URS shall provide the COE with Caltrans and OHP correspondence to demonstrate that no further Section 106 consultation by the COE will be necessary. This correspondence will consist of the November 23, 2009 letter from Caltrans to the OHP and the April 19, 2010 letter from the OHP to Caltrans.

6.1.4 RESPONSES TO AGENCY COMMENTS. The COE, CDFG and/or the CCRWQCB may comment on the permit applications. For example, they may want to refine or modify measures in the project's Mitigation Plan. Under the direction of CONSULTANT, URS shall review all comments, coordinate with the City and CONSULTANT, and provide responses as directed.

LIST OF DELIVERABLES, PERMITS 1 - 4

URS shall prepare a single submittal package containing the following major deliverables:

- Mitigation Plan incorporating the Compensatory Mitigation Plan
- Completed Nationwide Section 404 Permit Checklist
- Completed Section 401 Water Quality Certification Application
- Completed Notification of Streambed Alteration Agreement
- Responses to agency comments, including revisions to the Mitigation Plan

PERMIT 5 CALIFORNIA COASTAL COMMISSION (CCC) COASTAL DEVELOPMENT PERMIT (CDP)

6.1.5 PRE-APPLICATION MEETING WITH CCC. The City may informally consult with CCC staff as early as possible and meet face-to-face with CCC's Ventura office staff. All communication with the CCC shall be through the City unless CONSULTANT is specifically directed by the City to contact the CCC. The City will inform CONSULTANT as to the discussions and comments from the CCC that affect the permit application.

6.1.6 ATTEND A SITE VISIT WITH CCC STAFF AND PROJECT BIOLOGISTS. The team lead biologist(s) shall attend a meeting with the City and CCC staff to present the adequacy of proposed mitigation measures, including mitigation ratios. The team biologist shall note feedback on impacts and mitigation measures, identify outstanding concerns and recommendations, and verify what the City wants to include in the CDP application. Consultant shall provide the City with the NES and Addendum, including the most current color set of relevant maps and figures, for transmittal to the CCC staff.

6.1.7 PREPARE A STAND-ALONE SUMMARY OF KEY CCC ISSUES OF CONCERN FOR INCLUSION IN THE CDP APPLICATION PACKAGE. The summary shall address issues brought up by CCC staff during the pre-application meeting and site visit. This summary will provide CCC staff with a summary version of the EIR and technical studies in order to accelerate the staff's understanding of the project and its impacts and mitigation measures. The summary shall include a simple table identifying where more detailed information can be found in the EIR and technical studies. The summary shall be delivered to the City for transmittal to the CCC.

6.1.8 PROVIDE TECHNICAL INPUTS TO SECTIONS OF THE CDP APPLICATION. The package shall include the EIR and key technical studies. Consultant shall provide technical inputs that relate to environmental issues with the CDP application.

6.1.9 PROVIDE TECHNICAL RESPONSES TO CCC STAFF COMMENTS ON THE CDP APPLICATION. The CCC shall provide a formal written response to the City's CDP application within 30 days indicating if the application is deemed complete. If deemed complete this task will not be needed. If it is not deemed complete, the CCC shall request additional information.

Consultant shall review the CCC completeness letter and provide the City with additional technical information, if needed. Consultant shall review CCC comments, outline responses, and identify responsible parties to address each comment. It is assumed that the City shall handle the direct communication and coordination with the CCC for the CDP.

6.1.10 REVIEW CCC STAFF REPORT AND ATTEND THE CCC PUBLIC HEARING. Once the application is deemed complete, CCC staff shall complete its analysis and issue a staff report. The staff report either would recommend conditions of approval or recommend project denial. Consultant shall review the staff report for inaccuracies or conditions of approval that may be problematic.

LIST OF DELIVERABLES – PERMIT 5

Consultant shall prepare:

- Memorandum documenting CCC comments made during the site visit and the pre-application meeting.
- Summary of key CCC issues and related project information that would be included with the CDP application.
- Environmentally related technical inputs to sections of the CDP application
- PowerPoint inputs (environmental data for a CCC presentation, if warranted)
- Written responses to CCC comments and data requests
- Written evaluation of recommended conditions of approval in the CCC staff report

PERMIT 6 CITY OF SANTA BARBARA COASTAL DEVELOPMENT PERMIT (CDP)

A CDP from the City of Santa Barbara will be required to develop the project. A portion of the proposed development is located within Santa Barbara's adopted Coastal Plan for the Airport and Goleta Slough. The CDP is a discretionary action requiring a public hearing and Planning Commission approval. Planning Commission approvals are appealable to the City Commission.

Santa Barbara's CDP application process shall include:

- Complete a Master Application
- Complete the CDP Application
- Complete the Development Application Review Team (DART) Submittal Packet

The DART application shall include the following applicable components:

- A letter from the project applicant requesting a CDP for development of a roadway and associated improvements within the Old San Jose Creek riparian corridor, a description of the project components (Road width, bridge, lighting etc.), construction cut and fill and import and export, discussion of surrounding land uses, and, if requested, a visual aid submittal packet.
- An application packet that includes a CD with copies of the Final EIR and relevant technical studies.
- A summary of proposed demolition and construction activity (e.g. duration of proposed grading).
- The DART application requires inclusion of a project justification, detailing issues that remain to be resolved for the development of the project.
- Hydrology calculations will be required to show how site drainage is being transmitted through the property unless waived by the Public Works Engineering Division staff.

A total of ten (10) copies of the plans must be submitted according to the City's Project Plan Requirement's. Plan set size and content requirements are listed in the DART application. The

DART process usually has a 30-day review process with City of Santa Barbara Staff. Should additional information be required before the application can be deemed complete, the application may be placed on hold until such information is provided.

TASKS ASSOCIATED WITH PERMIT 6

6.1.11 PRE-APPLICATION MEETING. Consultant shall attend a pre-submittal meeting with City of Santa Barbara staff to determine if DART application requirements can be streamlined because the project EIR has already undergone environmental review by the City of Santa Barbara staff.

6.1.12 IDENTIFY RESOURCES, IMPACTS, MITIGATION MEASURES ON AIRPORT PROPERTY. Consultant shall develop a stand-alone summary of relevant portions of the FEIR, including environmental resources on Airport property, impacts, and mitigation measures using existing data, figures and field mapping. City Staff shall coordinate and submit the Master Application, CDP and DART applications to the City of Santa Barbara.

6.1.13 RESPONSE TO DATA REQUESTS. Consultant shall respond to comments and data requests as needed.

6.1.14 CITY OF SANTA BARBARA CDP SITE VISIT. The CONSULTANT environmental manager and lead biologist shall attend a site visit with the City of Santa Barbara staff and Planning Commissioners in support of the DART application.

6.1.15 REVIEW PRT STAFF REPORT PRIOR TO PLANNING COMMISSION. The PRT shall review project materials and issue a staff report to the City of Santa Barbara's Planning Commission. Consultant shall review the PRT staff report and identify any inaccuracies or problematic conditions of approval.

6.1.16 ATTEND CITY OF SANTA BARBARA PLANNING COMMISSION PUBLIC HEARING. CONSULTANT staff, as approved by the City, shall attend the City of Santa Barbara Planning Commission public hearing.

6.1.17 ARCHAEOLOGICAL STUDY ON AIRPORT PROPERTY (OPTIONAL TASK). The *Master Archaeological Resources Assessment for the Santa Barbara Municipal Airport* (2010) requires subsurface archaeological survey along the western portion of the Fowler Road Extension for any areas subject to deep construction impacts (>24-inches below ground surface). No archaeological investigation will be required if the project impacts are restricted to the upper 24-inches of the soil column.

This task is based on the assumption that future utilities may be placed in a four-foot deep trench running along the Fowler Road Alternative. This study is described in the EIR as mitigation measure CUL-3.

Based on Figure 6-1 of the *Master Archaeological Resources Assessment for the Santa Barbara Municipal Airport* (2010), Consultant shall conduct subsurface archaeological testing

along the Fowler Road Alternative from the west bank of Old San Jose Creek to the west side of the project roundabout along Fairview Avenue, a distance of approximately 120 meters. A qualified archaeologist shall conduct the backhoe testing project to determine if archaeological remains are present and, if present, are potentially intact. As required, excavations will be monitored by a Native American monitor. Six backhoe trenches spaced approximately at 20 m intervals will be excavated. It is assumed that subsurface testing can be limited to a depth of four feet below existing grade. The upper two feet will be excavated in one lift unless intact artifacts are noted. Excavations deeper than two feet would be excavated in 6-15-inch lifts. Trench spoils and sidewalls would be inspected for artifacts. Consultant shall obtain an encroachment permit from the City of Goleta, if needed.

Prior to fieldwork, an updated site record search will be conducted for the footprint of the Fowler Road Alternative. This record search would be limited to discovering any new data that has been recorded since the most recent Ekwill/Fowler record search was conducted.

Assuming no artifacts are found, a negative survey will be documented in a brief letter report that incorporates by reference the background information contained in the project's Archaeological Survey Report. Evidence of the new record search and a map of the subsurface survey location would be completed. The report will follow the City of Santa Barbara requirements.

LIST OF DELIVERABLES – PERMIT 6

- A summary of the project description, impacts on Airport property, and mitigation measures
- Master Application technical information
- CDP Application technical information
- Technical information memorandum for the Development Application Review Team (DART) Submittal Packet
- A CD or hard copy of all relevant technical studies (Final EIR, NES, Etc.)
- Written evaluation of recommended conditions of approval contained in the City of Santa Barbara's PRT staff report
- Phase 1 Subsurface Archaeological Survey Letter Report

PERMIT 7 SANTA BARBARA COUNTY AIR POLLUTION CONTROL DISTRICT (SBCAPCD) PERMIT OR EXEMPTION

6.1.18 Consultant shall provide the City with a memorandum identifying equipment usages for the project permit application.

LIST OF DELIVERABLES - PERMIT 7

- Technical memorandum

TASK 7: CITY OF SANTA BARBARA COORDINATION

7.1 CITY OF SANTA BARBARA DART COORDINATION. Consultant shall prepare project plans, technical specifications, and special provisions for review by the City of Santa Barbara

Development Application Review Team (DART) at each submittal milestone. Comments received from the City shall be logged and responses to each comment will be prepared.

TASK 8: 35% PS&E

8.1 CONCEPTUAL DESIGN. The conceptual design phase shall include approximately 35% complete design plans with typical sections. The plans will show the preliminary layout of roundabouts, proposed turn lanes, locations of utility poles, utility boxes, drainage culverts, etc. Proposed right-of-way acquisitions will be identified based on the need to accommodate additional traffic lanes and roadway widening, cut and fill slopes, utility relocations, retaining walls, precast arch culverts with natural bottoms, etc.

The Preliminary Design shall also include an analysis of vertical and horizontal curve transitions to the existing roadway profile and alignment and specific safety requirements, such as design speed and sight distance, and preliminary grading requirements for the roadway embankment. Evaluate and recommend potentially less costly alternatives where feasible.

At the conclusion of the 35% design phase, the consultant shall provide CAD files showing the required configuration of Hollister Avenue over San Jose Creek to the City's consultant responsible for the design of the replacement bridge, eliminating the need for a separate bike/pedestrian bridge upstream of the existing structure.

Consultant shall perform testing, calculations, and analysis necessary to achieve project goals according to City, Caltrans, and industry standards.

8.2 PREPARE CONCEPTUAL PLANS. The consultant shall produce conceptual plans at 1" = 20' scale. Additional information to be indicated at this stage will include the base map data from field survey and records research, facility sizes, roadway dimensions, and rights-of-way, and presenting plan, elevation and section views of the proposed improvements along with all existing facilities.

8.3 PRELIMNARY COST ESTIMATE. Consultant shall prepare an initial construction cost estimate based on all anticipated construction items and estimated quantities from the general plan facility dimensions. Consultant shall revise and resubmit preliminary cost estimates as the project progresses at the 65%, 95% and Final stages.

8.4 SUBMIT 35% PLANS. Consultant shall perform quality control on all submittals.

LIST OF DELIVERABLES

- See below

TASK 9: 65% PS&E

9.1 ROADWAY IMPROVEMENT PLANS. The design shall conform to requirements of the City of Goleta and the Caltrans LAPM.

The roadway improvement plans and striping and signing plan shall also be in accordance with the current Caltrans Standards and City of Goleta standard plans or standards approved by the City of Goleta Director of Public Works. Existing utilities shall be indicated in the plan view. These plans will be prepared at 1"=20' scale, on 24" x 36" improvement plan sheets, and will consist of:

- Detail/Typical Cross Section Sheets - include typical sections and other details as required.
- Roadway Improvement Plans - includes plans for the proposed roadway widening and associated improvements. Plans shall provide for roadway improvements in accordance with the City's recommendations. The roadway improvement plan shall consist of a plan and profile format that will also indicate the grading requirements in the plan. The construction drawings shall include all drainage and roadway structural details, slope revetment or lining, and design cross sections.
- Any new striping is to extend a minimum of 100 feet beyond the construction limits.
- Cross Sections - includes roadway cross sections based on the previously prepared field survey at 50-foot intervals showing the proposed roadway widening improvements. Cross sections are considered necessary to properly design the improvements and to establish the earthwork volumes and extent of construction or reconstruction beyond the existing right-of-way lines onto private property, where and if necessary. The cross sections and cut and fill quantities will be computer generated and will be included with the bid set.
- Special layout and construction details as required.
- Temporary traffic control and construction staging plans.
- Driveway profiles where work will extend beyond the public right-of-way limits. The profile shall be extended as required for a transition to the existing driveway.
- Retaining walls and precast arch culverts with natural bottoms.
- The Plans, Specifications, and Estimate must be prepared in accordance with Caltrans current CADD Users Manual, Plans Preparation Manual, and Caltrans practices, as well as conform to the City of Goleta's standards and practices.

LIST OF DELIVERABLES

- See below

TASK 10: 95% PS&E

10.1 UPDATE ROADWAY PLANS. A submittal of 95% PS&E shall be made to the City. The submittal shall include the plans, specifications and estimate. Five sets of 11x 17 plans with a set of special provisions and the Engineer's Estimate prepared for the 35% submittal shall be reviewed and updated as necessary. Consultant shall perform an independent QA/QC review of the 95% plans, specifications and estimate and incorporate appropriate revisions prior to submittal to the City. Specifications will be prepared in Microsoft Word and the estimate will be prepared in Microsoft Excel.

LIST OF DELIVERABLES

- Five (5) sets of the 95% Plans on 11" x 17"
- Five (5) hard copies of the special provisions
- One (1) electronic copy of the special provisions in Microsoft word format
- Five (5) hard copies of the updated combined "estimate of probable costs"
- One (1) electronic copy of the "estimate of probably costs" in excel format

Hollister Avenue/SR-217 Interchange Modifications,
Ekwill Street & Fowler Road Extensions
List of Anticipated Plan Sheets

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
T	1	Title Sheet	X	X	X	X
G	1	General Notes		X	X	X
CC	3	Construction Control plan		X	X	X
XS	1	Ekwill Street typical sections	X	X	X	X
	1	Kellogg Ave typical sections	X	X	X	X
	2	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps typical sections	X	X	X	X
	1	Fowler Road/Fairview Avenue typical sections	X	X	X	X
L	5	Ekwill Street roadway layout	X	X	X	X
	1	Pine Ave roadway layout	X	X	X	X
	1	Kellogg Avenue roadway layout	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway layout	X	X	X	X
	4	Fowler Road/Fairview Avenue roadway layout	X	X	X	X
P	5	Ekwill Street roadway profile	X	X	X	X
	1	Pine Ave roadway profile	X	X	X	X
	1	Kellogg Avenue roadway profile	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway profile	X	X	X	X
	4	Fowler Road/Fairview Avenue roadway profile	X	X	X	X
CD	3	ADA ramps, misc.		X	X	X
	5	Roundabout layout/grading		X	X	X
D	5	Ekwill Street drainage plan		X	X	X
	1	Kellogg Avenue drainage plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps drainage plan		X	X	X
	4	Fowler Road/Fairview Avenue drainage plan		X	X	X
Code	Quant	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
D	2	Old San Jose Creek culverts (assumed precast arches)		X	X	X

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
	6	Drainage profiles		X	X	X
	2	Drainage details		X	X	X
	4	Drainage quantities		X	X	X
WPC	5	Ekwill Street water pollution control plan		X	X	X
	1	Kellogg Avenue water pollution control plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps water pollution control plan		X	X	X
	4	Fowler Road/Fairview Avenue water pollution control plan		X	X	X
	2	Water Pollution Control details		X	X	X
	4	Water Pollution Control quantities		X	X	X
U	5	Ekwill Street utility plan	X	X	X	X
	1	Kellogg Avenue utility plan	X	X	X	X
	4	Fowler Road utility plan	X	X	X	X
	8	Hollister Avenue utility plan	X	X	X	X
SC	3	Ekwill Street RBA staging	X	X	X	X
	4	Hollister Ave RBA staging	X	X	X	X
	3	Fowler Road RBA staging	X	X	X	X
TH	4	Ekwill RBA traffic handling		X	X	X
	1	Kellogg Ave traffic handling		X	X	X
	12	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps traffic handling		X	X	X
	4	Fowler Road traffic Handling		X	X	X
PD/S	5	Ekwill pavement delineation & sign plan		X	X	X
	1	Kellogg pavement delineation & sign plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps pavement delineation & sign plan		X	X	X
	4	Fowler Road/Fairview Avenue pavement delineation & sign plan		X	X	X
	2	Pavement delineation & sign details		X	X	X
	4	Pavement delineation & sign quantities		X	X	X
PP/IP	5	Ekwill landscaping and irrigation plan	X	X	X	X
	1	Kellogg landscaping and irrigation plan	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps landscaping and irrigation plan	X	X	X	X

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
	4	Fowler Road/Fairview Avenue landscaping and irrigation plan	X	X	X	X
	2	Landscaping and irrigation details		X	X	X
Code	Quant	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
PP/IP	4	Landscaping and irrigation quantities		X	X	X
E	2	Hollister/Kellogg Traffic Signal Mod		X	X	X
	3	Street lighting plan and details		X	X	X
S	2	Pre-Cast Culvert Foundation Plans		X	X	X
	4	Retaining Wall Plans		X	X	X
	220	**TOTAL**				

TASK 11: FINAL CONTRACT PACKAGE

11.1 ENGINEERS ESTIMATE. Consultant shall prepare an accurate and reliable Engineer's Estimate to be included in the bid documents. Consultant shall provide a construction quantity and cost estimate with each submittal of plans. The unit costs will be based upon the most current cost information for recent similar projects in the area compiled by the consultant. Consultant's final construction cost estimate will be based upon, and in agreement with, the final items of work with estimated quantities.

11.2 FINAL PROJECT PLANS. The design deliverables will include, but not be limited to: Providing final improvement Plans on Mylar ready for advertising and bidding, along with "camera-ready" Specifications (including appendixes), and a complete Engineer's Estimate, all wet seal stamped and signed by a licensed California Civil Engineer. Final plans shall be submitted on Mylar sheets 24" x 36" in size, to a 1"=20' horizontal scale. The final plans and specifications shall be delivered to, and become the property of, the City of Goleta.

The design and scope of services shall also include: complete and detailed estimate of quantities; construction cost estimate; answers to all questions regarding the design during the design review process; review of the project site to ensure that the Plans are drawn correctly; and attendance at project related meetings.

11.3 CONSTRUCTION SCHEDULE. Consultant shall calculate the amount of liquidated damages and determine the length of time in working days for construction.

11.4 FINAL SPECIFICATIONS. The City will provide the consultant with its boilerplate Specifications and Technical Provisions in Microsoft Word format.

Consultant shall be responsible for compiling the Project Specifications which are to be based upon the latest Caltrans Standard Specifications and the latest Caltrans Standard Special Provisions shall be incorporated into the bid documents. Consultant shall provide a write up for the project specific scope of work in the Technical Specifications. The Specifications shall be signed and "wet sealed" by consultant's Civil Engineer registered in the State of California, which will constitute a certification that they are complete and ready for bidding purposes and awarding of a contract for construction of the improvements.

11.5 SUBMITTALS:

Consultant shall submit three (3) sets of bound copies of the design drawings, including cross-sections, with each submittal for checking by the City, along with the previous red lined submittal prints. The design drawings should be as complete, accurate, and error-free as possible before Plan checking is considered, in order to reduce the number of Plan checks required and related costs therefore to the City and Consultant. Each submittal is to include documentation of QC checks completed by consultant prior to submission for City review. Submittals shall be at the 35%, 65%, and 95% and Final design stages.

- Consultant shall submit three (3) sets of the contract specification documents with each submittal for checking by the City, along with the previous check prints. A disk in Microsoft Word format containing the final Contract Documents shall be submitted to the City.
- The design shall include new improvements within existing State right-of-way or right-of-way to be acquired by the Project that will become State-owned improvements upon final completion of the Project. Consultant's design shall therefore require the review and approval of Caltrans. This review process shall be in accordance with Caltrans procedures. Consultant shall prepare, submit, and coordinate with Caltrans all required PS&E documents through final approval of the design on behalf of the City. The City will review all PS&E documents prior to their submission to Caltrans.
- Prepare RE File and Materials Information Handbook.

TASK 12: RIGHT OF WAY ENGINEERING

12.1 Right of way engineering tasks shall be performed primarily by MNS Engineering under the direction of consultant. This task is to prepare the required maps, legal descriptions, deeds, sketches, and back up data to support the right of way acquisition effort. The RW Engineering shall be performed per the Caltrans RW Manual. A Record of Survey shall be prepared for each of the three project locations as soon as the alignments are finalized. These maps will show the new roadway alignments and serve not only as a way to retrace the corridors in the future, but also to make the legal description process much less tedious and time-consuming. The maps will also show all property monuments recovered in the retracement process allowing for the preservation of those locations.

12.1.1 Consultant shall prepare records of survey for each project location and file with the County Recorder. Monuments shall be set to facilitate recovery of the alignments and to serve as initial, local project control for construction.

12.1.2 Consultant shall determine the precise areas needed for permanent and temporary easements and for areas of interagency transfer. It is anticipated that approximately 33 permanent (private and interagency combined) fee or easements and 20 temporary construction easements (including 2 possible staging areas not yet defined) will be required.

12.1.3 Consultant shall prepare appraisal maps for each of the three project locations identifying the parcel number, owner, type of easement, size of easement and remainder size. Parcel numbers for State R/W changes will receive State-designated number. Parcel numbers for City of Goleta shall be assigned distinct numbers related to assessor's numbers, property addresses or other suitable system.

12.1.4 Consultant shall provide updates to the existing project Right of Way Needs spreadsheet to accompany the appraisal map for appraisal and acquisition agents.

12.1.5 Consultant shall prepare legal descriptions for each parcel to be acquired for temporary or permanent use.

12.1.6 Consultant shall prepare legal descriptions for existing easements to be quitclaimed to the City or State (if any).

12.1.7 Consultant shall prepare legal description and sketch for abandonment of Kellogg Place for use by the City in the abandonment and conveyance process.

12.1.8 Consultant shall prepare sketches for all non-state related acquisitions.

12.1.9 Consultant shall maintain separate parcel files for each acquisition containing information such as title reports, existing easements, descriptions of parcels to be acquired or relinquished, vesting deeds and basic parcel information.

12.1.10 Consultant shall coordinate with City of Goleta real property, City of Santa Barbara real property, Caltrans R/W, project engineer and appraisal and acquisition personnel and support them during the acquisition process.

12.1.11 Consultant shall prepare final R/W map for the Highway 217 corridor for filing by Caltrans.

12.2 Under the direction of consultant HJA shall obtain current updated preliminary title reports for the properties subject to acquisition.

TASK 13: RIGHT OF WAY APPRAISALS

Consultant shall oversee and direct Hamner, Jewell & Associates (HJA) in the appraisal and acquisition of right of way for the project.

13.1 Under the direction of consultant, HJA shall obtain appraisals from a state licensed real estate appraiser, prepared in conformance with state laws and Caltrans guidelines, as required to set the basis of right of way purchase offers to private property owners by the City. All appraisals shall be submitted to the City for review and pre-approval prior to purchase offer presentations. If project funding requires formal third party appraisal reviews, this proposal assumes Caltrans staff shall provide the required appraisal reviews. This scope does not include any appraisal of public lands held by City, County, County Flood Control, or State; it is assumed that appraisals will only be required for the acquisitions of private properties listed in Task 14.

TASK 14: RIGHT OF WAY ACQUISITION

Under the direction of consultant HJA shall prepare offer packages based upon the appraisals, for presentation to each involved property owner. Offer packages shall include an offer letter, Appraisal Summary Statement, proposed Acquisition Agreement, and Deed. Consultant shall present these documents for City review and pre-approval prior to presenting offers to property owners. Concurrently consultant shall seek Caltrans review and approval of the appraisals, prior to proceeding with making the purchase offers. If requested by the City, consultant shall have the limits of right of way acquisition staked in the field with lath and flagging to assist in visualizing the limits of the right of way being acquired. After offer presentation, consultant shall

handle all follow up negotiations in pursuit of mutually acceptable amicable purchase agreements with each owner to finalize the property purchases. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, consultant shall coordinate with City and, if appropriate, with the City Attorney's office in conjunction with any required Necessity Hearing scheduling. For those on which we reach final agreements, we would process all documents for necessary approvals and coordinate escrows, title insurance, and closings. This project shall also require a residential relocation. Consultant shall provide relocation assistance in conformance with the California Government Code and, if federal funding is involved, in accordance with the provisions of the federal Uniform Act. Relocation assistance shall include interviewing tenants, providing required noticing, conducting market surveys to set benefit levels and identify potential replacement sites, present the tenant with referrals to potential replacement housing options, provide moving bid coordination, claim preparation and processing, and payment distribution and payment receipt documentation. Consultant shall also prepare a Relocation Plan in advance of making the property purchase offers and triggering relocation eligibility. Consultant shall draft any required Right of Way Certification.

Following is the list of parcels included in this proposal:

Assessor's Parcel Number	Owner	Type of Acquisition
071-130-051, -006	Mauracher	Partial
071-170-080, -083, and -079	University Properties	Partial and Full
071-170-082	Winnikoff Trust	Partial
071-130-023	McPage Enterprises	Partial
071-151-011	McLeans Auto Body & Paint	Partial
071-140-067 and -068	Catalina Barber Corp	Full/Exchange
071-090-078	DLC Enterprises	Partial
071-090-036	Newland	Partial (+ Relocation)
071-090-007	Islay Investments	Partial
071-140-046	Bottiani	Partial/ Exchange
071-330-009	Jurkowitz Trust	Partial

TASK 15: UTILITY COORDINATION

Consultant shall provide utility coordination throughout the project in accordance with Chapter 13 of the Caltrans' Right of Way Manual as required. This task involves communicating the City's project to the utility owners within the project limits and working with them to complete their plans and relocations for those utilities that conflict with the proposed project. Anticipated work under this task is as follows:

15.1 VERIFY EXISTING UTILITIES: Collect available utility information and review the topographic base map in order to identify existing utilities. A utility base map shall be prepared and sent to utility owners for verification. Part of the verification process is to obtain additional utility information from the owners such as as-built record drawings and atlas sheets, as well as determining the facility's function.

Finally, the utility base map is revised using the utility owner provided items and information our team has developed over the course of the task.

- Utility Base Map: Prepare a utility base map to be used in conjunction with the topographic base map. Essentially, this base map documents the best available utility location information such as: USA markings; interpretation of as-built record drawings and utility atlas sheets; and pothole information.
- Utility Matrix: Prepare a utility matrix to organize and document in one location all the utility coordination activities including: owner; contact name, telephone and facsimile numbers; mailing and physical addresses; email addresses; dates and methods of communication; description of effected utility; method of conflict resolution, if any; status of relocation plans, if any; etc.

  This matrix is provided to the City and utility owners to provide a transparent understanding of all the utility locations, conflicts and issues to all potentially affected stakeholders. For example, often cable TV and telephone facilities are carried on electric poles. Using the matrix, the cable TV/telephone representatives can get a clear understanding of the project impacts to poles which they are on, but over which they have little to no control over.
- Utility Letter A (Verification) Package: Letter, matrix and associated plans that outline the proposed design and right-of-way, and existing utilities as mapped in the field. This letter puts the utility owner on notice that the City is intending to construct a project that may affect their facilities.
- As-Built Record Drawings: A primary function of the Utility Letter A is to gather and incorporate into the utility base mapping any utility owner record drawings or other pertinent information.

15.2 POSITIVE IDENTIFICATION AND DETERMINATION OF LIABILITY: Prepare and execute a potholing plan to provide positive identification and location of utility facilities that may conflict with the project.

High-risk vs. low-risk utility facilities will also be identified.

- Potholing: Obtaining positive location information of underground utilities that may be in conflict with the proposed project improvements, and all high-risk utilities within the project limits. The potholes will be surveyed and added to the project topo maps. Since the exact number of potholes cannot be determined in advance, consultant has assumed approximately two full days of potholing activity will be needed.
- Utility Letter B (Request for Relocation Plans) Package: Letter, updated matrix and associated plans that identify potential utility conflicts and approximate relocation schedules. This is a formal coordination letter that identifies the relocation work and schedule required to complete the relocations. Packages shall be sent to all utility owners within the project limits – regardless of potential conflict or not – in order to provide transparency of all utility coordination.
- Relocation Parameters: Provide utility relocation parameters for utility owner relocations plans.

15.3 COORDINATE RELOCATION: Coordinate any and all modifications, changes, or relocations of existing underground and/or overhead utilities with respective utility companies. Where feasible,

every effort shall be made to complete any and all modifications, changes, or relocations of existing underground and/or overhead utilities prior to construction.

Should the utility companies or the City decide to underground existing overhead utilities as part of the relocation, or desire the installation of conduits for future undergrounding or expansion of their facilities, Consultant shall work with the respective utility companies to incorporate their design into the plan set and assist in the development of cost sharing between the utility companies and the City in the utility relocation agreements for the additional cost of trenching, conduits, vaults, etc. associated with the undergrounding. The design of any "dry" utilities (overhead or underground) is not a part of this scope of work.

This scope of work assumes that the City shall prepare any utility relocation agreements.

Schedules and progress reports for utility efforts shall be prepared. Plans and cost estimates provided by the utility companies shall be reviewed and recommendations shall be made.

- Field Meetings: Attend field meetings with utility owner representatives.
- Utility Specifications: Prepare special provisions relating to utility coordination during construction including timing and duration of construction windows for utility relocations performed by owner's forces.
- Utility Plans: Finalize utility plans for contract documentation plan set.
- Utility "C" Letter (Notice to Owner) Package: Letter, updated matrix and final project plans that show location and elevation of existing utility and the proposed utility relocations. This letter satisfies the requirements in regards to utility conflicts.
- RE Pending File: The last step of this task is to provide documentation of the utility coordination effort for the City and the RE Pending file. This will provide the City with support for the right-of-way certification.

TASK 16: MITIGATION MONITORING PLAN

PERMIT CONDITONS SUMMARY TABLE AND PS&E INTEGRATION

16.1 PREPARE SUMMARY TABLE. Once permitting conditions have been finalized Consultant shall compile the Permit Conditions Summary Table, which is comprised of a list of mitigation measures and conditions of approval identified during environmental review and the permitting process. This would comply with Caltrans' Local Assistance Procedures Manual that requires the following be submitted to the District Local Assistance Engineer (DLAE):

> "The local agency shall develop a list of all mitigation as related to NEPA and provide it along with the technical reports and draft environmental document to the DLAE.
>
> The local agency shall certify that all required mitigation has been completed and/or is included in the Final Plans, Specifications and Estimate (PS&E), and that any required ongoing maintenance of mitigation is implemented (23 CFR Parts 635,771, and 772)."

This task will satisfy the Environmental Commitments Record as described in Section 39 of the Caltrans Standard Environmental Reference.

16.2 INTEGRATE ENVIRONMENTAL INFORMATION WITH PS&E DEVELOPMENT. The PS&E specifications sheets and final bid package shall incorporate inputs from the permitting process. The task would involve:

- Integrate mitigation measures into the PS&E.
- Prepare the Permit Conditions Summary Table and specifications

16.3 MITIGATION PLAN. Consultant shall prepare a biological mitigation plan that fulfills all of the requirements of the City's EIR and provides the biological information needed to support the COE, CDFG, RWQCB, and CCC permit applications (as indicated in Task 6 Permitting). Integrate the compensatory mitigation plan into the biological mitigation and monitoring plan required by Mitigation Measure NA-1 in the EIR (herein referred to as the Mitigation Plan).

The Mitigation Plan shall comprise a biological mitigation and monitoring plan that incorporates all of the biological conditions related to construction of the project, including the "compensatory mitigation plan" required to obtain a section 404 permit from the COE. The plan shall include protection and replacement of habitats, streams, and wetlands, and measures for the protection of sensitive plants and animals, as described in the EIR. The compensatory mitigation plan shall include site selection information, a mitigation work plan and maintenance plan, performance standards and monitoring requirements, and long-term and adaptive management plans. The Mitigation Plan shall include the following components as identified and described in further detail in the EIR:

- Protection and replacement of riparian habitat
- Native tree inventory and protection plan
- Wetland habitat restoration
- Pre-construction floristic surveys and compensation
- Plant restoration
- Construction restrictions for riparian birds and raptors
- Construction zone housekeeping
- Maintenance restrictions
- Avoid/minimize impacts to least Bell's vireo

The following tasks shall be implemented in order to create the Mitigation Plan:

16.3.1 COMPENSATORY MITIGATION SITE SELECTION. Select specific sites for restoration, enhancement and/or creation required to complete the Mitigation Plan and obtain key permits. The City shall provide descriptions of potential available locations and acreage suitable for compensatory mitigation. Consultant shall make recommendations to the City regarding the locations for the compensatory mitigation site(s).

16.3.2 FIELD VISITS AND GROUND-TRUTH DATA. Conduct a field visit to verify biological resource information gathered during the preparation of the EIR is accurate and up to date. Map native trees for preparation of the native tree inventory and protection plan.

16.3.3 COORDINATE WITH LANDSCAPE ARCHITECT ON LANDSCAPE AND IRRIGATION PLANS AND SPECIFICATIONS. Provide a restoration biologist to provide input on landscape and irrigation plan drawings and specifications, including plant/seed layouts, palettes, and specifications.

16.3.4 PREPARE DRAFT MITIGATION MONITORING PLAN. Prepare a draft Mitigation Monitoring Plan. The Mitigation and Monitoring Plan will be coordinated with the project landscape plans. The

restoration component of the mitigation plan shall include details on restoration locations and habitat types, plant/seed source, plant layouts and palettes, plant and seed installation methods, irrigation methods, restoration schedule, a description of the 5-year maintenance and monitoring program methods, and include the following performance standards:

Native cover must be 70 percent after three years and retain 70 percent coverage by the end of the 5-year monitoring and maintenance period.

Non-native invasive plants, excluding non-native grasses, must remain below 10 percent of total vegetation cover at all times.

Vegetation must survive without supplemental irrigation for at least 2 years.

No single species shall constitute more than 50 percent of the vegetative cover.

Replacement plants shall be monitored for a minimum of 3 years to ensure successful establishment.

The draft Mitigation Plan will be submitted electronically for review and approval by the resource agencies and Goleta.

16.3.5 PREPARE FINAL MITIGATION PLAN. Revise the Mitigation Plan based on comments from agencies and Goleta, and prepare a final Mitigation Plan. Submit 10 copies of the final Mitigation Plan to the permitting agencies and Goleta on hard copies or CD as appropriate.

LIST OF DELIVERABLES

- Biological inputs for the landscape and irrigation plans
- Draft Mitigation Plan
- Final Mitigation Plan

TASK 17: PROVIDE BIDDING AND CONSTRUCTION SUPPORT

17.1 Consultant shall interpret plans and specifications as required during the bidding process. Attend and participate in a pre-bid meeting with potential bidders. Consultant shall answer questions regarding the Technical Provisions and the design drawings during the bidding process.

CITY OF GOLETA RESPONSIBILITIES

- Provide basic criteria for project design, record drawings, and preprinted portions of the specifications.
- Provide copies of available pertinent City records, such as survey ties, benchmarks, road plans, and record maps the City knowingly has in its possession.
- Print and distribute final bid documents, unless requested as an additional service.
- Mediate with land owners for access to and provisions for consultant to enter upon private and public lands.
- Provide all other required services that cannot, by law, be performed by consultant.
- Provide contract administration and inspection during construction.

- Be responsible for all communication with the Caltrans' District Local Assistance Engineer for grant funding and cost reimbursement.
- The City's Director of Public Works or designee shall serve as Contract Administrator for the project.

EXHIBIT B-1

DRAKE HAGLAN AND ASSOCIATES CONTRACT SUMMARY

City of Goleta
Ekwill Street and Fowler Road Extensions Project

DRAKE HAGLAN AND ASSOCIATES
CONTRACT SUMMARY

CONTRACT No. _____ CONSULTANT COST PROPOSAL
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Craig Drake	Principal Engineer	318	$ 80.00	$25,440.00
Dennis Haglan	Principal Engineer	36	$ 86.00	$3,096.00
Kevin Ross	Principal Engineer	50	$ 76.50	$3,825.00
Howard Michael	Principal Engineer	44	$ 75.25	$3,311.00
Dave Melis	Senior Engineer, Range C	332	$ 60.10	$19,953.20
Jeff Elmensdorp	Senior Engineer, Range A	170	$ 50.00	$8,500.00
Matt Lampa	Engineer, Range B	696	$ 46.00	$32,016.00
Melissa Lincoln	Engineer, Range B	660	$ 43.00	$28,380.00
Anthony Boyes	Assistant Engineer, Range A	796	$ 26.44	$21,046.24
Alex Barba	CAD Draftsperson, Range B	139	$ 35.00	$4,865.00
Theresa Bautista	Administration, Range B	85	$ 30.00	$2,550.00
		3,326	Total Hours	
			Subtotal Direct Labor Costs	$152,982.44
			Anticipated Salary Increases	$6,126.12
			TOTAL - Direct Labor	$159,108.56

INDIRECT COSTS	Rate	Total
Overhead	95.36%	$151,725.92
Fringe Benefit	49.40%	$78,599.63
General & Administrative	0.00%	$0.00
	144.76%	
TOTAL - Indirect Costs		$230,325.55

FEE	(10.00%)		TOTAL - Fee	$38,943.41

OTHER DIRECT COSTS			Total
Travel Costs (mileage)	Miles	4,000 @ $ 0.555	$ 2,220.00
Travel Costs (lodging)	Nights	15 @ $ 150.00	$ 2,250.00
Outside Photocopies	Each	840 @ $ 0.10	$ 84.00
Plan Reproduction	Full Size Sheets	180 @ $ 5.00	$ 900.00
Overnight Service	Each	10 @ $ 15.60	$ 156.00
Graphic Presentation Boards	Boards	12 @ $ 45.00	$ 540.00
		TOTAL - Other Direct Costs	$6,150.00
		TOTAL COST	$434,527.52

SUBCONSULTANTS		
MNS Engineers	$ 415,015.00	
Reid Middleton	$ 69,120.00	
David Black & Associates	$ 42,825.00	
Kittleson	$ 27,420.00	
URS	$ 140,288.00	
Fugro	$ 107,155.00	
Geocon	$ 19,725.00	
Hamner-Jewell	$ 140,898.00	
Total Subconsultants Cost	$ 962,446.00	
Total Contract		$1,396,974.00

City of Goleta
Ekwill Street and Fowler Road Extensions Project

MNS ENGINEERS
CONTRACT SUMMARY

CONTRACT No. _____ CONSULTANT COST PROPOSAL
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Shawn Kowalewski	Principal Engineer	120	$ 60.10	$7,211.54
Mark Reinhardt	Principal Surveyor	200	$ 96.15	$19,230.76
Steve Orosz	Supervising Engineer	60	$ 90.00	$5,400.00
Adam Chase	Senior Project Engineer	600	$ 37.00	$22,200.00
Rob Sandquist	Associate Engineer	320	$ 30.00	$9,600.00
Todd Wilkinson	Assistant Engineer	1,010	$ 25.00	$25,250.00
Shane Sobecki	Assistant Surveyor	440	$ 34.00	$14,960.00
Staff	Survey Party Chief	165	$ 42.21	$6,964.65
Staff	Chainperson	120	$ 39.13	$4,695.60
Robert Starr	Supervising CAD Technician	346	$ 36.00	$12,456.00
Masa Ueoka	Senior Land Title Analyst	60	$ 36.06	$2,163.46
Staff	Administrative Assistant	75	$ 20.00	$1,500.00
		3,516	Total Hours	

Subtotal Direct Labor Costs	$131,632.01	
Anticipated Salary Increases	$5,265.02	
TOTAL - Direct Labor		$136,897.03

INDIRECT COSTS	Rate	Total
Overhead	103.73%	$142,003.29
Fringe Benefit	56.50%	$77,346.82
General & Administrative	0.00%	$0.00
	160.23%	$219,350.11

TOTAL - Indirect Costs $219,350.11

FEE (12.00%) TOTAL - Fee $42,749.66

OTHER DIRECT COSTS			Total
Utility Potholing (Subcontractor)	Each	16 @ $ 625.00	$ 10,000.00
Map Review and Filing Fees	Each	1 @ $1,500.00	$ 1,500.00
Photocopies	Each	6,000 @ $ 0.10	$ 600.00
Plotting Costs	Full Size Sheets	700 @ $ 5.00	$ 3,500.00
Overnight Service	Each	14 @ $ 15.60	$ 218.40
Monuments	Each	1 @ $ 200.00	$ 200.00

TOTAL - Other Direct Costs $16,018.40

TOTAL COST $415,015.00

City of Goleta
Ekwill Street and Fowler Road Extensions Project

REID MIDDLETON, INC.
CONTRACT SUMMARY

CONTRACT No. _____ **CONSULTANT COST PROPOSAL**
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Kelli Owen	Senior Engineer	48	$ 54.65	$2,623.20
Patrick McGrady	Project Designer	101	$ 41.70	$4,211.70
Rachel Price	Project Engineer	178	$ 39.50	$7,031.00
Amanda Ruksznis	Design II	48	$ 29.50	$1,416.00
Walter Ciridon	Senior Designer	42	$ 35.80	$1,503.60
Carrie Wold	Project Administrator	15	$ 28.55	$428.25
Vicky Fleer	Technical Writer	5	$ 34.05	$170.25
		437	Total Hours	

Subtotal Direct Labor Costs	$17,384.00
Anticipated Salary Increases	$694.98
TOTAL - Direct Labor	$18,078.98

INDIRECT COSTS	Rate	Total
Overhead	229.30%	$41,455.10
Fringe Benefit	0.00%	$0.00
General & Administrative	0.00%	$0.00
	229.30%	

TOTAL - Indirect Costs $41,455.10

FEE (10.00%) TOTAL - Fee $5,953.41

OTHER DIRECT COSTS			Total
Travel Costs (airfare)	Flights	6 @ $ 348.00	$ 2,088.00
Travel Costs (lodging)	Nights	3 @ $ 150.00	$ 450.00
Travel Costs (car rental)	Days	4 @ $ 105.00	$ 420.00
Graphic Presentation Boards	Boards	15 @ $ 45.00	$ 675.00
		TOTAL - Other Direct Costs	$3,633.00

TOTAL COST $69,120.00

City of Goleta
Ekwill Street and Fowler Road Extensions Project

DAVID R. BLACK & ASSOCIATES
CONTRACT SUMMARY

CONTRACT No. _____ CONSULTANT COST PROPOSAL
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
David Black	Landscape Architect	175	$ 100.00	$17,500.00
Natira Jones	Designer/Draftsperson	135	$ 67.00	$9,045.00
		310	Total Hours	
			Subtotal Direct Labor Costs	$26,545.00
			Anticipated Salary Increases	$1,063.92
			TOTAL - Direct Labor	$27,608.92

INDIRECT COSTS	Rate	Total
Overhead	15.00%	$4,141.34
Fringe Benefit	12.00%	$3,313.07
General & Administrative	12.00%	$3,313.07
	39.00%	
TOTAL - Indirect Costs		$10,767.48

FEE (10.00%) TOTAL - Fee $3,837.64

OTHER DIRECT COSTS				Total
Travel Costs (mileage)	Miles	200 @ $ 0.555	$	111.00
Outside Photocopies	Each	500 @ $ 0.10	$	50.00
Overnight Service	Each	@ $ 15.60	$	-
Graphic Presentation Boards	Boards	10 @ $ 45.00	$	450.00
		TOTAL - Other Direct Costs		$611.00

TOTAL COST $42,825.00

City of Goleta
Ekwill Street and Fowler Road Extensions Project

KITTLESON & ASSOCIATES, INC.
CONTRACT SUMMARY

CONTRACT No. _____ **CONSULTANT COST PROPOSAL**
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Jim Damkowitch	Prinicpal Engineer / Planner	77	$ 63.63	$4,899.51
Chirag Safi	Engineer / Planner	78	$ 34.70	$2,706.60
Ruth Holtman	Technician I	11	$ 22.40	$246.40
		166	Total Hours	
		Subtotal Direct Labor Costs		$7,852.51
		Anticipated Salary Increases		$313.79
			TOTAL - Direct Labor	$8,166.30

INDIRECT COSTS	Rate	Total
Overhead	0.00%	$0.00
Fringe Benefit	65.08%	$5,314.63
General & Administrative	140.17%	$11,446.70
	205.25%	
	TOTAL - Indirect Costs	$16,761.32

FEE	(10.00%)	TOTAL - Fee	$2,492.76

OTHER DIRECT COSTS	Total
Travel Costs	$ -
Photocopies	$ -
Overnight Service	$ -
Graphic Presentation Boards	$ -
TOTAL - Other Direct Costs	$0.00
TOTAL COST	$27,420.00

City of Goleta
Ekwill Street and Fowler Road Extensions Project
PS&E Project

URS CORPORATION
BUSINESS CONFIDENTIAL
CONTRACT SUMMARY

CONTRACT No.
SUB-CONSULTANT TO: Drake Haglan & Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Craig Woodman	Sr Proj Mgr	298	$ 55.98	$16,682.04
Christopher Julian	Proj Scientist/Engineer	144	$ 51.96	$7,482.24
Johanna Kisner	Staff Engineer/Scientist	170	$ 36.52	$6,208.40
Beth Anna Cornett	Staff Engineer/Scientist	128	$ 33.44	$4,280.32
Julie Love	Staff Engineer/Scientist	168	$ 38.36	$6,444.48
David Denniston	Sr GIS Specialist	24	$ 44.36	$1,064.64
Jaret Campisi	GIS Specialist	132	$ 23.88	$3,152.16
Doug Kelley	Word Processor	44	$ 32.32	$1,422.08
Wendy Willis	Clerk Sr. Admin Ass't	64	$ 30.08	$1,925.12

Subtotal Direct Labor Costs	$48,661.48	
Anticipated Salary Increases	$1,946.46	
TOTAL - Direct Labor		$50,607.94

INDIRECT COSTS	Rate	Total
Overhead	76.65%	$38,792.00
Fringe Benefit	44.47%	$22,504.34
General & Administrative		
	121.12%	
TOTAL - Indirect Costs		$61,296.34

FEE (10.00%)	TOTAL - Fee	$11,190.43
Facilites Captial Cost of Money (FCCM)		$176.12

OTHER DIRECT COSTS	COST	UNIT	# UNITS	Total
Travel Costs (Car rental)	105	DAY	9	$ 945.00
B/W Photocopies	0.105	PG	1010	$ 106.05
Color Repro	0.525	PG	230	$ 120.75
RC Graphics	105	HR	100	$ 10,500.00
Arch and Native Am Monitoring	78.75	HR	52	$ 4,095.00
Backhoe	1050	DAY	1	$ 1,050.00
FEDEX	20	Per package	10	$ 200.00
			TOTAL - Other Direct Costs	$17,016.80

TOTAL COST	$140,288.00

City of Goleta
Ekwill Street and Fowler Road Extensions Project

FUGRO CONSULTANTS, INC.
CONTRACT SUMMARY

CONTRACT No. _____ CONSULTANT COST PROPOSAL
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Jon Blanchard	Principal	68	$ 57.17	$3,887.56
Loree Berry	Senior Professional	116	$ 37.96	$4,403.36
Chad Stoehr	Senior Staff Professional	240	$ 32.05	$7,692.00
Brendan Egan	GIS/CADD Operator	64	$ 40.00	$2,560.00
Michelle Herrara	Word Processor	40	$ 18.39	$735.60
		528	Total Hours	
			Subtotal Direct Labor Costs	$19,278.52
			Anticipated Salary Increases	$775.11
			TOTAL - Direct Labor	$20,053.63

INDIRECT COSTS	Rate	Total
Overhead	164.57%	$33,002.26
Fringe Benefit	64.34%	$12,902.51
General & Administrative	0.00%	$0.00
	228.91%	
TOTAL - Indirect Costs		$45,904.77

FEE	(10.00%)	TOTAL - Fee	$6,595.84

OTHER DIRECT COSTS			Total
Drilling	Each	1 @ $ 12,130.00	$ 12,130.00
Laboratory Analysis	Each	1 @ $ 13,815.00	$ 13,815.00
Overnight Service	Each	2 @ $ 15.60	$ 31.20
Traffic Control	Day	5 @ $ 1,725.00	$ 8,625.00
		TOTAL - Other Direct Costs	$34,601.20

TOTAL COST $107,155.00

City of Goleta
Ekwill Street and Fowler Road Extensions Project

GEOCON CONSULTANTS, INC.
CONTRACT SUMMARY

CONTRACT No. _____ **CONSULTANT COST PROPOSAL**
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Richard Day	Senior	12	$ 65.00	$780.00
Chris Merritt	Project	20	$ 32.75	$655.00
Luann Beadle	Sr. Staff	48	$ 27.50	$1,320.00
Dirk Hansen	Drafting	12	$ 37.50	$450.00
Kari Holzgang	Project Coordinator	6	$ 27.00	$162.00
		98	Total Hours	
			Subtotal Direct Labor Costs	$3,367.00
			Anticipated Salary Increases	$134.68
			TOTAL - Direct Labor	$3,501.68

INDIRECT COSTS	Rate	Total
Overhead	170.00%	$5,952.86
Fringe Benefit	0.00%	$0.00
General & Administrative	0.00%	$0.00
	170.00%	
TOTAL - Indirect Costs		$5,952.86

FEE	(10.00%)	TOTAL - Fee	$945.45

OTHER DIRECT COSTS			Total
Laboratory Analysis	Each	1 @ $ 8,595.00	$ 8,595.00
Truck	Day	2 @ $ 125.00	$ 250.00
Hand Auger	Each	2 @ $ 40.00	$ 80.00
Sample Tubes	Each	14 @ $ 10.00	$ 140.00
GPS	Each	1 @ $ 160.00	$ 160.00
Level D/PPE/Decon	Each	2 @ $ 50.00	$ 100.00
		TOTAL - Other Direct Costs	$9,325.00

TOTAL COST $19,725.00

City of Goleta
Ekwill Street and Fowler Road Extensions Project

HAMNER, JEWELL & ASSOCIATES
CONTRACT SUMMARY

CONTRACT No. _____ **CONSULTANT COST PROPOSAL**
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Lillian Jewell	Managing Sr. Associate	160	$ 50.00	$8,000.00
Cathy Springford	Senior Associate	345	$ 45.00	$15,525.00
Heather Johnson	R/W Agent	105	$ 33.00	$3,465.00
Brianna Vazquez	Bilingual Relocation Agent	36	$ 16.50	$594.00
Valerie Bond	Transaction Coordinator	102	$ 27.50	$2,805.00
		750	Total Hours	
			Subtotal Direct Labor Costs	$30,389.00
			Anticipated Salary Increases	$1,216.23
			TOTAL - Direct Labor	$31,605.23

INDIRECT COSTS	Rate	Total
Overhead	131.00%	$41,402.85
Fringe Benefit	37.00%	$11,693.93
General & Administrative	0.00%	$0.00
	168.00%	
TOTAL - Indirect Costs		$53,096.78

FEE (10.00%) TOTAL - Fee $8,470.20

OTHER DIRECT COSTS			Total
Preliminary Title Reports	Reports	15 @ $ 745.00	$ 11,175.00
Appraisals	Parcels	15 @ $2,400.00	$ 36,000.00
Express Mail	Each	30 @ $ 5.30	$ 159.00
Mileage	Miles	285 @ $ 0.555	$ 158.18
Overnight Service	Each	15 @ $ 15.60	$ 234.00
		TOTAL - Other Direct Costs	$47,726.18
		TOTAL COST	$140,898.00

EXHIBIT C-1

LOCAL AGENCY CONSULTANT DBE INFORMATION

EXHIBIT 10-O2: LOCAL AGENCY CONSULTANT DBE INFORMATION

(Inclusive of all DBEs listed at bid proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section

1. Local Agency Name: City of Goleta
2. Project Location: Fowler Rd Extenstion, Ekwill St. Extension, Hollister Ave. Improvements at SR 217 and Kellogg Ave. Improvements at Hollister Ave.
3. Project Description: Plans, Specifications & Estimates (PS&E), Right of Way Engineering & Right of Way Acquisition Services for the Ekwill Street & Fowler Road Extensions Project
4. Total Contract Award Amount: $ 1,396,974
5. Consultant Name: Drake Haglan & Associates
6. Contract DBE Goal %: 0.02%
7. Total Dollar Amount for all Subcontractors: $ 962,446
8. Total Number of all Subcontractors: 8

Award DBE Information

9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Appraisal & Acquisition	Hamner, Jewel & Associates	11080114	$140,898
	340 James Way, Suite 150		
	Pismo Beach, CA 93449		
	(805) 773-1459		

Local Agency to Complete this Section

20. Local Agency Contract Number:

21. Federal-aid Project Number:

22. Contract Execution Date:

Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:

23. Local Agency Representative Name (Print)

24. Local Agency Representative Signature

25. Date

26. Local Agency Representative Title

27. (Area Code) Tel. No.

13. Total Dollars Claimed: $ 140,898

14. Total % Claimed: 10.09 %

15. Preparer's Signature

Craig C. Drake
16. Preparer's Name (Print)

CFO/Project Manager
17. Preparer's Title

8/1/12
18. Date

(916) 363-4210
19. (Area Code) Tel. No.

Caltrans to Complete this Section

Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:

28. DLAE Name (Print)

29. DLAE Signature

30. Date

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
(2) Copy – Include in award package sent to Caltrans DLAE (3) Original – Local agency files

SUPPLIER CLEARINGHOUSE
CERTIFICATE OF ELIGIBILITY

CERTIFICATE EXPIRATION DATE: **09-21-2014**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

Beacon Intragrated Professional Resources, Inc., dba Hamner, Jewell & Associates of Pismo Beach, California as a WBE

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above named firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at 800-359-7998 in Los Angeles.

VON: 11080114 ***Determination Date: 09-21-2011***

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

This **AGREEMENT FOR PROFESSIONAL DESIGN SERVICES** is made and entered into this 7th day of August, 2012, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **DRAKE HAGLAN ASSOCIATES, INC.**, (herein referred to as "CONSULTANT").

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

WHEREAS, CONSULTANT was recommended for award by CITY staff following a competitive request for qualification process based on an evaluation of qualifications specific to this project; and

WHEREAS, CONSULTANT was selected for award of this AGREEMENT by City Council based on CITY staff's recommendation; and

WHEREAS, the City Council, on this 7th day of August, 2012, approved this AGREEMENT and authorized the City Manager to execute this AGREEMENT per the Goleta Municipal Code Section 3.05.240.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:
Professional design engineering services in conjunction with Ekwill and Fowler Street Extension Project. Services shall generally include permitting, design, surveying , right of way engineering and acquisitions, 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 $1,396,974.00 (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, 2014, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (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. 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 in advance. 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 Rosemarie Gaglione P.E. 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.
CITY shall perform the services defined in Exhibit "A".

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to June 30, 2014, 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 paragraph 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed according to the scope of services attached as Exhibit A.

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. Craig Drake is the CONSULTANT Project Manager and is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. There shall be no change in the CONSULTANT'S Project Manager or members of the project team, as listed in the Statement of Qualifications which is incorporated into this contract by reference. 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. The following portions of the work will be subcontracted out to other parties by CONSULTANT:

- MNS Engineering
- Reid Middleton
- David Black
- Kittleson & Associates. Inc./Dowling
- URS Inc.
- Fugro Consultants, Inc.
- Hamner Jewell & Associates.

This AGREEMENT is not assignable by CONSULTANT without CITY's prior consent in writing.

The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the CITY's Project Manager, except that, which is expressly identified in the approved Exhibit "A."

Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors. Any substitution of subconsultants must be approved in writing by the CITY's Project Manager

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for CONSULTANT's Damages. CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

(b) Defense and Indemnity of Third Party Claims/Liability. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single lawyer from representing both CITY and CONSULTANT, or should CITY otherwise find CONSULTANT's legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONSULTANT's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this AGREEMENT.

(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 0001 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 on a policy form appropriate to CONSULTANTs profession. Limits shall be no less than $2,000,000 per claim.

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

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

b) CONSULTANT's insurance shall apply 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) Liability coverage 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) 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.

f) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract 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 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.

h) 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. RELATION OF THE PARTIES

The relationship of the parties to this AGREEMENT shall be that of independent contractors 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 consultant 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. 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.

18. 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.

19. 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.

20. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

21. 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.

22. 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.

23. USE OF THE TERM "CITY"

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

24. PERMITS AND LICENSES

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

25. 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.

26. 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.

27. 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.

28. 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.

29. 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: City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO CONSULTANT:
Attention: Craig Drake
Drake Haglan & Associates
11060 White Rock Road, Suite 200
Sacramento, CA 92827

30. COST PRINCIPLES

The CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.
The CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to the CITY.

31. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

For the Scope of Work, CITY has a Underutilized Disadvantaged Business Enterprise (UDBE) goal of 0.02%. CONSULTANT is required to submit to CITY completed Caltrans Form 10-O2 reflecting the UDBE commitment by CONSULTANT.
CONSULTANT is required to include in applicable Subcontracts the DBE contract language show in the attached Exhibit Standard Agreement for Subcontractor/DBE Participation (Exhibit C).

32. CONTINGENT FEE

The CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the CITY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to

deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

33. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the CONSULTANT, subcontractors, and the CITY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, the State Auditor, CITY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested Subcontracts in excess of $25,000 shall contain this provision.

34. DISPUTES

Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the CITY's Project Manager and Public Works Director, who may consider written or verbal information submitted by the CONSULTANT.
Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the CONSULTANT may request review by the CITY Council of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONSULTANT from full and timely performance in accordance with the terms of this contract.

35. AUDIT REVIEW PROCEDURES

Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the CITY'S CHIEF FINANCIAL OFFICER.

Not later than 30 days after issuance of the final audit report, the CONSULTANT may request a review by the CITY'S CHIEF FINANCIAL OFFICER of unresolved audit issues. The request for review will be submitted in writing.

Neither the pendency of a dispute nor its consideration by the CITY will excuse the CONSULTANT from full and timely performance, in accordance with the terms of this contract.

36. EQUIPMENT PURCHASE

Prior authorization in writing, by the CITY'S Project Manager shall be required before the CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONSULTANT services. The CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

For purchase of any item, service or consulting work not covered in the CONSULTANT's Cost Proposal and exceeding $5,000 prior authorization by the CITY's Contract Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

Any equipment purchased as a result of this contract is subject to the following: "The CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the CITY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the CONSULTANT may either keep the equipment and credit the CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit the CITY in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determined at the CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the CITY and the CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the CITY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5000.00 is credited to the project.

All subcontracts in excess $25,000 shall contain the above provisions.

37. INSPECTION OF WORK

The CONSULTANT and any subcontractor shall permit the CITY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

38. SAFETY

The CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. The CONSULTANT shall comply with safety instructions issued by the CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the CITY has determined that such areas are within the limits of the project and are open to public traffic. The CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

39. OWNERSHIP OF DATA

Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in the CITY; and no further agreement will be necessary to transfer ownership to the CITY. The CONSULTANT shall furnish the CITY all necessary copies of data needed to complete the review and approval process.

It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

The CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the CITY of the machine-readable information and data provided by the CONSULTANT under this agreement; further, the CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by the CITY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by the CONSULTANT.

Applicable patent rights provisions described in 41 CFR 1-91, regarding rights to inventions shall be included in the Agreements as appropriate.

The CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

40. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical, or other data and information relative to the CITY's operations, which are designated confidential by the CITY and made available to the CONSULTANT in order to carry out this contract, shall be protected by the CONSULTANT from unauthorized use and disclosure.

Permission to disclose information on one occasion, or public hearing held by the CITY relating to the contract, shall not authorize the CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

The CONSULTANT shall not comment publicly to the press or any other media regarding the contract or the CITY's actions on the same, except to the CITY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

The CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the CITY, and receipt of the CITY'S written permission.

Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

All information related to the construction estimate is confidential, and shall not be disclosed by the CONSULTANT to any entity other than the CITY.

41. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, the CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the CONSULTANT within the immediately preceding two-year period, because of the CONSULTANT's failure to comply with an order of a federal court that orders the CONSULTANT to comply with an order of the National Labor Relations Board.

42. EVALUATION OF CONSULTANT

The CONSULTANT's performance will be evaluated by the CITY. A copy of the evaluation will be sent to the CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

43. NON DISCRIMINATION STATEMENT OF COMPLIANCE

The CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

44. DEBARMENT AND SUSPENSION CERTIFICATION

The CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person

associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the CITY.
Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

45. STATE PREVAILING WAGE RATES

The CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

Any subcontract entered into as a result of this contract if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

46. CONFLICT OF INTEREST

The CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this contract, or any ensuing CITY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing CITY construction project, which will follow.

The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

The CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with the CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract

to provide construction inspection for any construction project resulting from this contract.

47. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

48. PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING

The CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or CITY appropriated funds have been paid, or will be paid by-or-on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

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

Daniel Singer, City Manager

CONSULTANT

Dennis Haglan, President

ATTEST:

Juana Campos
Deputy City Clerk for
Deborah Constantino, City Clerk

Craig Drake, Chief Financial Officer

APPROVED AS TO FORM

Tim W. Giles, City Attorney

TASK 1: MANAGEMENT

1.1 PROJECT MANAGEMENT

1.1.1 Consultant shall communicate regularly with City staff using telephone, fax, email, written correspondence, and face-to-face meetings as required throughout the term of the contract. Consultant shall prepare draft letters requesting right of entry into private parcels for surveys, geotechnical investigations and right of way purposes. These draft letters can be used by the City to cut and paste onto City letterhead for transmittal by the City to the affected property owners.

1.1.2 Consultant shall schedule, chair, and prepare meeting agendas and notes for Project Development Team (PDT) meetings. The agendas are to be submitted to the City for review prior to the meeting. The notes will be distributed to all attendees, everyone who was invited, and the City's Project Manager within five (5) working days after the meeting. The notes will include, but not be limited to, a list of attendees with phone numbers and email, a synopsis of discussion items, any pertinent information, decisions made, action items, and follow-up to action items. Up to 4 PDT meetings are anticipated for this task.

1.1.3 Consultant shall attend and present information, as required, at meetings with the City's Project Team, with stakeholder groups, or before the City Council.

1.1.4 Consultant shall monitor the quality of all deliverables, calculations, and other work products. Consultant shall follow our internal quality control procedures, including a documented peer review and constructability review.

1.1.5 Consultant shall develop and maintain a project schedule, and shall provide the City with a monthly updated schedule that will be incorporated into the City's overall project schedule. The overall project schedule shall be maintained by the City.

1.2 RESEARCH RECORD INFORMATION. Consultant shall research existing record drawings, maps, and supplement with field surveying, as necessary, to determine existing conditions. Consultant shall provide a Report of Project Items based on the findings of this research and investigation of record information. The report, at a minimum, shall include, but not be limited to, the following:

- The report shall itemize the results of all research and investigation including cataloging the sources of information.
- Identify locations of potential conflicts or constraints that may impact the design of the project.
- Identify conflicts of potholed underground utilities and overhead improvements.
- Identify right-of-way, easement and environmental constraints.

LIST OF DELIVERABLES:

- ✓ Prepare Monthly progress reports with action item log and schedule update
- ✓ Up to 4 Meeting Agendas and Notes for meetings held at City office
- ✓ Bi-weekly PDT Phone Conferences Agendas and Notes
- ✓ Project ftp site instructions & QC checklists with milestone submittals

TASK 2: SURVEYING

2.1 FIELD SURVEYS AND TOPOGRAPHIC MAPPING. Consultant shall review the existing topographic mapping, boundary, right of way and easement mapping, and to fill in with additional surveyed data as necessary to complete the base map for design. The following work items shall be included:

2.1.1 Recover survey control from previous project work and establish new project survey network.

2.1.2 Review of preliminary title reports (approximately 18) as provided in Task 12.2. Review previous boundary and easement mapping for additions and changes since the previous mapping was completed.

2.1.3 Conduct research and field surveys as necessary to expand the boundary and right of way retracements as needed.

2.1.4 Amend existing boundary, right of way and existing easement mapping.

2.1.5 Conduct field surveys as necessary to expand or fill in the existing ground-based topographic mapping to accommodate the roadway design.

2.1.6 Prepare new base map for design.

2.1.7 Locate geotechnical borings on base map.

TASK 3: MATERIALS AND FOUNDATIONS REPORTS

3.1 GEOTECHNICAL STUDIES AND REPORTS. Consultant shall prepare a Materials and Foundations Report to support the design of the pavement structural sections, retaining walls and creek crossing structures (pre-cast arch culverts with natural bottom).

Report submittals shall be prepared in a format that is compatible with Caltrans design guidelines and reporting requirements for roadways and structures. A single Geotechnical Report that addresses geotechnical issues outside Caltrans right of way shall be prepared. A separate standalone Foundation Report shall be prepared for the retaining wall along the southbound off ramp for Caltrans review.

A location map showing proposed boring locations will be prepared, and the boring locations shall be marked in the field and underground service alert will be contacted. Proposed boring locations shall be checked against utility maps prior to marking in the field. Consultant shall obtain a permit from the City and Caltrans for field work that will be performed in the roadway.

The field exploration (borings) will be performed to obtain subsurface information for design of the roadway foundations. A tentative schedule for the field exploration program is summarized below:

Location	Field Exploration	Purpose
General Roadway	10 Borings to 10 feet	R-value samples, pavement design and culverts
Old San Jose Creek Bridges at Fowler Road and Ekwill Street	2 borings to 75 feet 2 CPT Soundings to 75 feet	Liquefaction, settlement and foundation analyses for bridge foundations
SB Off ramp Retaining Wall	2 borings to 75 feet ±5 CPT Soundings to 75 feet	Liquefaction, settlement and foundation analyses for retaining wall foundations and back slope area

The borings shall be drilled using a truck-mounted drill rig equipped with hollow stem augers. Borings will be sampled at approximately 5-foot intervals using standard penetration test (SPT) split spoon and modified California split spoon samplers. The borings shall be backfilled with the cuttings upon on the completion of drilling. Traffic control will be provided during for the field exploration work.

The field work shall include observation of existing drainage and concrete structures for obvious signs of corrosion, and near-surface soil samples will be obtained from proposed drainage improvement areas for corrosion testing in accordance with Caltrans test methods.

The geotechnical report specifically excludes the search for and evaluation of hazardous materials in soil, water or air, including aerially deposited lead outside of Caltrans' right of way. In the event that hazardous materials are encountered during field exploration, Consultant shall promptly report the contamination to the City. Investigation for aerially deposited lead within the Caltrans right of way is described in Task 5.2.

Laboratory tests shall be performed on selected samples obtained from the field exploration program to assist in the characterization of the geotechnical engineering properties of the materials encountered. Tests shall be performed for soil classification, compaction, shear strength, consolidation, corrosion and R-value.

Consultant shall prepare two draft reports for the project: a Geotechnical Report for the design of improvements on Ekwill and Fowler, and one for the retaining walls at the Hollister interchange for specific review by Caltrans. The draft reports will be submitted in Adobe portable document file (pdf) format for review by the City, Caltrans and the design team. Hard copies of the draft report will be provided, if requested. Graphics showing the site location, locations of field explorations, and interpreted subsurface profile along the alignment(s) shall be submitted with the report. Field and laboratory data obtained from the geotechnical studies will be included in the reports. The reports shall contain professional opinions and recommendations regarding for the following:

- Slope inclinations for the design of cut and embankment slopes;
- Cuts and excavations associated with earthwork for the roadway approaches;
- Embankments including suitability of excavated materials for use as fill, moisture control, erosion control and drainage considerations, expansive soils, estimated settlement and special treatments to reduce settlement, if needed;
- Corrosion considerations for culverts and buried concrete structures (cement factors, pipe thickness, and need for coatings);

- Earthwork factors for onsite materials that are excavated and replaced as compacted fill;
- Structural sections for asphalt concrete pavements based traffic indices provided to us;
- Site geology, faulting and seismicity;
- Seismic design criteria for use with Caltrans design methods;
- Corrosion considerations for design of subsurface structures (minimum cement factors estimated in accordance with Caltrans guidelines);
- Suitable foundation types for the conditions encountered (such as spread footings, driven concrete or steel piles, CISS, or CIDH piles);
- Specified tip elevation, settlement, and size for suitable deep foundation types and class of pile loading considered (up to 2 pile types can be considered);
- Lateral capacity of single pile foundations for free-head and fixed-head conditions based on p-y analysis;
- Pile spacing and group reduction factors for vertical and lateral loads;
- Lateral earth pressures, spring constants, and passive pressure resistance for abutment design;
- Special considerations for approach fill settlements: allowable slope inclinations, waiting periods, and need for monitoring; and
- Construction considerations: need for dewatering, pile driving, CIDH pile construction, adjacent structures, temporary excavations, and shoring.

Consultant shall prepare the log of test borings sheets for the retaining wall at the Hollister/217 interchange. The sheets shall be prepared on Caltrans standard plan sheets for log of test borings. A copy of the LOTB shall be submitted with the draft Geotechnical Report.

Upon receipt of written comments, the comments will be addressed and incorporated into the final Geotechnical Report and Log of Test Borings. Four (4) hard copies and one Adobe portable document file (pdf) copy of the final report shall be submitted.

LIST OF DELIVERABLES

- ✓ Draft and Final Geotechnical Report (Fowler-Ekwill)
- ✓ Draft and Final Foundation Report (SB Off Ramp Retaining Wall)
- ✓ Four (4) Log of Test Borings Sheets

TASK 4: DRAINAGE REPORT

Consultant shall provide drainage analysis and overall drainage coordination for the project. This task involves understanding the hydrology and hydraulics of the area as well as local drainage issues.

4.1 DRAINAGE REPORT. Consultant shall prepare a report addressing the hydrology, hydraulic and drainage impacts of the project. Calculations and sketches of existing and proposed hydraulic structures shall be included in the report. The fact that the project crosses several different jurisdictions makes the development and completion of the drainage report more complicated than typical. Consultant shall provide a drainage report acceptable to the oversight agencies. There may be 4 different agencies providing oversight and/or approval of the document and plans, including:

- City of Goleta: City of Goleta storm water management plan and storm water pollution prevention guidelines will be used to develop the analysis and report.
- City of Santa Barbara: Portions of the work along Fairview Avenue and the Fowler Road roundabout are within City of Santa Barbara purview and require using City of Santa Barbara storm water management program standards and methodology. Storm water issues in these areas will need to be permitted through the City of Santa Barbara.
- County of Santa Barbara: Small portions of the Fowler Road roundabout and the northbound SR217 off ramp at Hollister Avenue may impact County of Santa Barbara jurisdiction. If this is indeed the case, storm water issues in these areas may need to be addressed in accordance with the County of Santa Barbara storm water management program.
- Caltrans: The SR217 off/on ramps at Hollister Avenue are also under Caltrans jurisdiction. Caltrans standards and methodology will be used for this area.

Likewise, these local agencies will also require that storm water quantity and quality project components be permitted through their departments under their plans/programs.

4.2 STORM WATER QUALITY. Storm water quality is a major component of any project that disturbs over one (1) acre of land. Water pollution elimination requirements and water quality expectations are continually evolving and becoming stringent with the review and approval processes becoming more rigorous. This is more complicated for this project due to varying and sometimes overlapping jurisdiction in regards to storm water quality. For this task, Consultant shall focus on three results:

- Design Recommendations & Review: Consultant shall provide drainage recommendations to the roadway engineers and will review the drainage plans for compatibility and conformance to the drainage report and the drainage needs.
- Permitting: Consultant shall prepare storm water permit applications and shepherd them through the various local agency processes.
- Water Pollution Control Plans: Consultant shall prepare water pollution control plan and specifications for contract documentation plan set.

TASK 5: AERIAL DEPOPSITED LEAD STUDY

5.1 AERIALLY DEPOSITED LEAD TESTING. This task provides for testing for aerially deposited lead within Caltrans right of way. Geocon shall perform the sampling and testing under the direction of consultant. Geocon shall perform the following tasks:

- Prepare Health and Safety Plan.
- Prepare a workplan for Caltrans approval.
- Field Activities:
  - Advance up to 24 hand-auger borings at proposed ramp modification location
  - Collect four soil samples per boring at depths of 0, 0.5, 1, and 2 ft (total 96 samples)
- Laboratory Analyses:
  - 80 soil samples for Total Lead
  - 16 soil samples for CAM17 Metals
  - Up to 45 soil samples for Soluble (WET, DI-WET, or TCLP) Lead

LIST OF DELIVERABLES

- ✓ Draft Site Investigation Report
- ✓ Final Site Investigation Report

TASK 6: PERMITTING

6.1 PERMITTING SUPPORT. Under the direction of consultant, URS Corporation shall provide the work required to support the permit application process. The following scope of work describes the technical approach and methodology and lists deliverables.

Permitting-related tasks shall begin as soon as possible in 2012 to support a 2014 construction start date. The permitting scope of services is written according to the permits required. The first four permits are as follows:

PERMIT 1 **COE SECTION 404 PERMIT**

PERMIT 2 **SECTION 7 CONSULTATION (FHWA)**

PERMIT 3 **CCRWQCB SECTION 401 CERTIFICATION PERMIT**

PERMIT 4 **CDFG SECTION 1602 PERMIT**

These four permits and approvals are addressed together since the content of the permit applications is substantially similar, and each application requests that copies of the others be included as attachments. Identical submittal packages (on CD) containing the permit applications and all required attachments for submittal to all three agencies shall be prepared and submitted to the City. Section 7 consultation, which is required to obtain the Section 404 Permit, is also addressed in this section.

The following authorizations are required due to the project's proposed impacts to jurisdictional waters and streambeds and are briefly described here:

SECTION **404** PERMIT. Authorization under Section 404 of the Clean Water Act (CWA) is required for activities involving a discharge of fill material into Waters of the U.S., and is administered by the COE. Because the project's impact to waters is minimal, streamlined authorization under Nationwide Permit (NWP) 14, which authorizes discharges for linear transportation projects, will be appropriate.

SECTION **401** WATER QUALITY CERTIFICATION. Section 401 of the CWA requires that an applicant for a federal permit to discharge fill material into Waters of the U.S. (such as a CWA Section 404 permit) must also obtain a state-issued certification that the discharge would not violate state water quality standards. In the project region, Section 401 Water Quality Certifications are issued by the Central Coast RWQCB.

CALIFORNIA FISH AND GAME CODE SECTION **1602** -- STREAMBED ALTERATION AGREEMENT. Under Section 1600 *et seq.* of the California Fish and Game Code, activities that would divert, obstruct, or substantially alter a streambed must be authorized through a Streambed Alteration Agreement from the CDFG. Permit applications to the COE, CCRQCB, and CDFG shall include (on CD) the project's Mitigation Plan, Final EIR, the

Natural Environment Study (NES) and the NES Addendum, the Federal Highway Administration's (FWHA's) Section 7 consultation letter, and documentation that Section 106 consultation has been completed.

TASKS FOR PERMITS 1 - 4

6.1.1 PRE-APPLICATION MEETINGS AND SITE VISITS. The URS environmental project manager and environmental task leads shall attend a pre-application meeting/site visit at the City of Goleta with the COE and CDFG.

6.1.2 PREPARE COMPENSATORY MITIGATION PLAN. A Compensatory Mitigation Plan is required to accompany all Section 404 permit applications. To reduce redundancy and simplify the implementation phase of the project, URS shall integrate the Compensatory Mitigation Plan into the biological mitigation plan required by EIR Mitigation Measure NA-1.

6.1.3 PROVIDE DOCUMENTATION THAT CALTRANS HAS COMPLETED NATIONAL HISTORIC PRESERVATION ACT SECTION 106 CONSULTATION. The COE 404 permit application will include documentation that Caltrans has completed Section 106 consultation with the California Office of Historic Preservation (OHP) in accordance with the January 1, 2004, *Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California.*

URS shall provide the COE with Caltrans and OHP correspondence to demonstrate that no further Section 106 consultation by the COE will be necessary. This correspondence will consist of the November 23, 2009 letter from Caltrans to the OHP and the April 19, 2010 letter from the OHP to Caltrans.

6.1.4 RESPONSES TO AGENCY COMMENTS. The COE, CDFG and/or the CCRWQCB may comment on the permit applications. For example, they may want to refine or modify measures in the project's Mitigation Plan. Under the direction of CONSULTANT, URS shall review all comments, coordinate with the City and CONSULTANT, and provide responses as directed.

LIST OF DELIVERABLES, PERMITS 1 - 4

URS shall prepare a single submittal package containing the following major deliverables:

- Mitigation Plan incorporating the Compensatory Mitigation Plan
- Completed Nationwide Section 404 Permit Checklist
- Completed Section 401 Water Quality Certification Application
- Completed Notification of Streambed Alteration Agreement
- Responses to agency comments, including revisions to the Mitigation Plan

PERMIT 5 CALIFORNIA COASTAL COMMISSION (CCC) COASTAL DEVELOPMENT PERMIT (CDP)

6.1.5 PRE-APPLICATION MEETING WITH CCC. The City may informally consult with CCC staff as early as possible and meet face-to-face with CCC's Ventura office staff. All communication with the CCC shall be through the City unless CONSULTANT is specifically directed by the City to contact the CCC. The City will inform CONSULTANT as to the discussions and comments from the CCC that affect the permit application.

6.1.6 ATTEND A SITE VISIT WITH CCC STAFF AND PROJECT BIOLOGISTS. The team lead biologist(s) shall attend a meeting with the City and CCC staff to present the adequacy of proposed mitigation measures, including mitigation ratios. The team biologist shall note feedback on impacts and mitigation measures, identify outstanding concerns and recommendations, and verify what the City wants to include in the CDP application. Consultant shall provide the City with the NES and Addendum, including the most current color set of relevant maps and figures, for transmittal to the CCC staff.

6.1.7 PREPARE A STAND-ALONE SUMMARY OF KEY CCC ISSUES OF CONCERN FOR INCLUSION IN THE CDP APPLICATION PACKAGE. The summary shall address issues brought up by CCC staff during the pre-application meeting and site visit. This summary will provide CCC staff with a summary version of the EIR and technical studies in order to accelerate the staff's understanding of the project and its impacts and mitigation measures. The summary shall include a simple table identifying where more detailed information can be found in the EIR and technical studies. The summary shall be delivered to the City for transmittal to the CCC.

6.1.8 PROVIDE TECHNICAL INPUTS TO SECTIONS OF THE CDP APPLICATION. The package shall include the EIR and key technical studies. Consultant shall provide technical inputs that relate to environmental issues with the CDP application.

6.1.9 PROVIDE TECHNICAL RESPONSES TO CCC STAFF COMMENTS ON THE CDP APPLICATION. The CCC shall provide a formal written response to the City's CDP application within 30 days indicating if the application is deemed complete. If deemed complete this task will not be needed. If it is not deemed complete, the CCC shall request additional information.

Consultant shall review the CCC completeness letter and provide the City with additional technical information, if needed. Consultant shall review CCC comments, outline responses, and identify responsible parties to address each comment. It is assumed that the City shall handle the direct communication and coordination with the CCC for the CDP.

6.1.10 REVIEW CCC STAFF REPORT AND ATTEND THE CCC PUBLIC HEARING. Once the application is deemed complete, CCC staff shall complete its analysis and issue a staff report. The staff report either would recommend conditions of approval or recommend project denial. Consultant shall review the staff report for inaccuracies or conditions of approval that may be problematic.

LIST OF DELIVERABLES – PERMIT 5

Consultant shall prepare:

- Memorandum documenting CCC comments made during the site visit and the pre-application meeting.
- Summary of key CCC issues and related project information that would be included with the CDP application.
- Environmentally related technical inputs to sections of the CDP application
- PowerPoint inputs (environmental data for a CCC presentation, if warranted)
- Written responses to CCC comments and data requests
- Written evaluation of recommended conditions of approval in the CCC staff report

PERMIT 6 CITY OF SANTA BARBARA COASTAL DEVELOPMENT PERMIT (CDP)

A CDP from the City of Santa Barbara will be required to develop the project. A portion of the proposed development is located within Santa Barbara's adopted Coastal Plan for the Airport and Goleta Slough. The CDP is a discretionary action requiring a public hearing and Planning Commission approval. Planning Commission approvals are appealable to the City Commission.

Santa Barbara's CDP application process shall include:

- Complete a Master Application
- Complete the CDP Application
- Complete the Development Application Review Team (DART) Submittal Packet

The DART application shall include the following applicable components:

- A letter from the project applicant requesting a CDP for development of a roadway and associated improvements within the Old San Jose Creek riparian corridor, a description of the project components (Road width, bridge, lighting etc.), construction cut and fill and import and export, discussion of surrounding land uses, and, if requested, a visual aid submittal packet.
- An application packet that includes a CD with copies of the Final EIR and relevant technical studies.
- A summary of proposed demolition and construction activity (e.g. duration of proposed grading).
- The DART application requires inclusion of a project justification, detailing issues that remain to be resolved for the development of the project.
- Hydrology calculations will be required to show how site drainage is being transmitted through the property unless waived by the Public Works Engineering Division staff.

A total of ten (10) copies of the plans must be submitted according to the City's Project Plan Requirement's. Plan set size and content requirements are listed in the DART application. The

DART process usually has a 30-day review process with City of Santa Barbara Staff. Should additional information be required before the application can be deemed complete, the application may be placed on hold until such information is provided.

TASKS ASSOCIATED WITH PERMIT 6

6.1.11 PRE-APPLICATION MEETING. Consultant shall attend a pre-submittal meeting with City of Santa Barbara staff to determine if DART application requirements can be streamlined because the project EIR has already undergone environmental review by the City of Santa Barbara staff.

6.1.12 IDENTIFY RESOURCES, IMPACTS, MITIGATION MEASURES ON AIRPORT PROPERTY. Consultant shall develop a stand-alone summary of relevant portions of the FEIR, including environmental resources on Airport property, impacts, and mitigation measures using existing data, figures and field mapping. City Staff shall coordinate and submit the Master Application, CDP and DART applications to the City of Santa Barbara.

6.1.13 RESPONSE TO DATA REQUESTS. Consultant shall respond to comments and data requests as needed.

6.1.14 CITY OF SANTA BARBARA CDP SITE VISIT. The CONSULTANT environmental manager and lead biologist shall attend a site visit with the City of Santa Barbara staff and Planning Commissioners in support of the DART application.

6.1.15 REVIEW PRT STAFF REPORT PRIOR TO PLANNING COMMISSION. The PRT shall review project materials and issue a staff report to the City of Santa Barbara's Planning Commission. Consultant shall review the PRT staff report and identify any inaccuracies or problematic conditions of approval.

6.1.16 ATTEND CITY OF SANTA BARBARA PLANNING COMMISSION PUBLIC HEARING. CONSULTANT staff, as approved by the City, shall attend the City of Santa Barbara Planning Commission public hearing.

6.1.17 ARCHAEOLOGICAL STUDY ON AIRPORT PROPERTY (OPTIONAL TASK). The *Master Archaeological Resources Assessment for the Santa Barbara Municipal Airport* (2010) requires subsurface archaeological survey along the western portion of the Fowler Road Extension for any areas subject to deep construction impacts (>24-inches below ground surface). No archaeological investigation will be required if the project impacts are restricted to the upper 24-inches of the soil column.

This task is based on the assumption that future utilities may be placed in a four-foot deep trench running along the Fowler Road Alternative. This study is described in the EIR as mitigation measure CUL-3.

Based on Figure 6-1 of the *Master Archaeological Resources Assessment for the Santa Barbara Municipal Airport* (2010), Consultant shall conduct subsurface archaeological testing

along the Fowler Road Alternative from the west bank of Old San Jose Creek to the west side of the project roundabout along Fairview Avenue, a distance of approximately 120 meters. A qualified archaeologist shall conduct the backhoe testing project to determine if archaeological remains are present and, if present, are potentially intact. As required, excavations will be monitored by a Native American monitor. Six backhoe trenches spaced approximately at 20 m intervals will be excavated. It is assumed that subsurface testing can be limited to a depth of four feet below existing grade. The upper two feet will be excavated in one lift unless intact artifacts are noted. Excavations deeper than two feet would be excavated in 6-15-inch lifts. Trench spoils and sidewalls would be inspected for artifacts. Consultant shall obtain an encroachment permit from the City of Goleta, if needed.

Prior to fieldwork, an updated site record search will be conducted for the footprint of the Fowler Road Alternative. This record search would be limited to discovering any new data that has been recorded since the most recent Ekwill/Fowler record search was conducted.

Assuming no artifacts are found, a negative survey will be documented in a brief letter report that incorporates by reference the background information contained in the project's Archaeological Survey Report. Evidence of the new record search and a map of the subsurface survey location would be completed. The report will follow the City of Santa Barbara requirements.

LIST OF DELIVERABLES – PERMIT 6

- A summary of the project description, impacts on Airport property, and mitigation measures
- Master Application technical information
- CDP Application technical information
- Technical information memorandum for the Development Application Review Team (DART) Submittal Packet
- A CD or hard copy of all relevant technical studies (Final EIR, NES, Etc.)
- Written evaluation of recommended conditions of approval contained in the City of Santa Barbara's PRT staff report
- Phase 1 Subsurface Archaeological Survey Letter Report

PERMIT 7 SANTA BARBARA COUNTY AIR POLLUTION CONTROL DISTRICT (SBCAPCD) PERMIT OR EXEMPTION

6.1.18 Consultant shall provide the City with a memorandum identifying equipment usages for the project permit application.

LIST OF DELIVERABLES - PERMIT 7

- Technical memorandum

TASK 7: CITY OF SANTA BARBARA COORDINATION

7.1 CITY OF SANTA BARBARA DART COORDINATION. Consultant shall prepare project plans, technical specifications, and special provisions for review by the City of Santa Barbara

Development Application Review Team (DART) at each submittal milestone. Comments received from the City shall be logged and responses to each comment will be prepared.

TASK 8: 35% PS&E

8.1 CONCEPTUAL DESIGN. The conceptual design phase shall include approximately 35% complete design plans with typical sections. The plans will show the preliminary layout of roundabouts, proposed turn lanes, locations of utility poles, utility boxes, drainage culverts, etc. Proposed right-of-way acquisitions will be identified based on the need to accommodate additional traffic lanes and roadway widening, cut and fill slopes, utility relocations, retaining walls, precast arch culverts with natural bottoms, etc.

The Preliminary Design shall also include an analysis of vertical and horizontal curve transitions to the existing roadway profile and alignment and specific safety requirements, such as design speed and sight distance, and preliminary grading requirements for the roadway embankment. Evaluate and recommend potentially less costly alternatives where feasible.

At the conclusion of the 35% design phase, the consultant shall provide CAD files showing the required configuration of Hollister Avenue over San Jose Creek to the City's consultant responsible for the design of the replacement bridge, eliminating the need for a separate bike/pedestrian bridge upstream of the existing structure.

Consultant shall perform testing, calculations, and analysis necessary to achieve project goals according to City, Caltrans, and industry standards.

8.2 PREPARE CONCEPTUAL PLANS. The consultant shall produce conceptual plans at 1" = 20' scale. Additional information to be indicated at this stage will include the base map data from field survey and records research, facility sizes, roadway dimensions, and rights-of-way, and presenting plan, elevation and section views of the proposed improvements along with all existing facilities.

8.3 PRELIMNARY COST ESTIMATE. Consultant shall prepare an initial construction cost estimate based on all anticipated construction items and estimated quantities from the general plan facility dimensions. Consultant shall revise and resubmit preliminary cost estimates as the project progresses at the 65%, 95% and Final stages.

8.4 SUBMIT 35% PLANS. Consultant shall perform quality control on all submittals.

LIST OF DELIVERABLES

- See below

TASK 9: 65% PS&E

9.1 ROADWAY IMPROVEMENT PLANS. The design shall conform to requirements of the City of Goleta and the Caltrans LAPM.

The roadway improvement plans and striping and signing plan shall also be in accordance with the current Caltrans Standards and City of Goleta standard plans or standards approved by the City of Goleta Director of Public Works. Existing utilities shall be indicated in the plan view. These plans will be prepared at 1"=20' scale, on 24" x 36" improvement plan sheets, and will consist of:

- Detail/Typical Cross Section Sheets - include typical sections and other details as required.
- Roadway Improvement Plans - includes plans for the proposed roadway widening and associated improvements. Plans shall provide for roadway improvements in accordance with the City's recommendations. The roadway improvement plan shall consist of a plan and profile format that will also indicate the grading requirements in the plan. The construction drawings shall include all drainage and roadway structural details, slope revetment or lining, and design cross sections.
- Any new striping is to extend a minimum of 100 feet beyond the construction limits.
- Cross Sections - includes roadway cross sections based on the previously prepared field survey at 50-foot intervals showing the proposed roadway widening improvements. Cross sections are considered necessary to properly design the improvements and to establish the earthwork volumes and extent of construction or reconstruction beyond the existing right-of-way lines onto private property, where and if necessary. The cross sections and cut and fill quantities will be computer generated and will be included with the bid set.
- Special layout and construction details as required.
- Temporary traffic control and construction staging plans.
- Driveway profiles where work will extend beyond the public right-of-way limits. The profile shall be extended as required for a transition to the existing driveway.
- Retaining walls and precast arch culverts with natural bottoms.
- The Plans, Specifications, and Estimate must be prepared in accordance with Caltrans current CADD Users Manual, Plans Preparation Manual, and Caltrans practices, as well as conform to the City of Goleta's standards and practices.

LIST OF DELIVERABLES

- See below

TASK 10: 95% PS&E

10.1 UPDATE ROADWAY PLANS. A submittal of 95% PS&E shall be made to the City. The submittal shall include the plans, specifications and estimate. Five sets of 11x 17 plans with a set of special provisions and the Engineer's Estimate prepared for the 35% submittal shall be reviewed and updated as necessary. Consultant shall perform an independent QA/QC review of the 95% plans, specifications and estimate and incorporate appropriate revisions prior to submittal to the City. Specifications will be prepared in Microsoft Word and the estimate will be prepared in Microsoft Excel.

LIST OF DELIVERABLES

- Five (5) sets of the 95% Plans on 11" x 17"
- Five (5) hard copies of the special provisions
- One (1) electronic copy of the special provisions in Microsoft word format
- Five (5) hard copies of the updated combined "estimate of probable costs"
- One (1) electronic copy of the "estimate of probably costs" in excel format

Hollister Avenue/SR-217 Interchange Modifications,
Ekwill Street & Fowler Road Extensions
List of Anticipated Plan Sheets

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
T	1	Title Sheet	X	X	X	X
G	1	General Notes		X	X	X
CC	3	Construction Control plan		X	X	X
XS	1	Ekwill Street typical sections	X	X	X	X
	1	Kellogg Ave typical sections	X	X	X	X
	2	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps typical sections	X	X	X	X
	1	Fowler Road/Fairview Avenue typical sections	X	X	X	X
L	5	Ekwill Street roadway layout	X	X	X	X
	1	Pine Ave roadway layout	X	X	X	X
	1	Kellogg Avenue roadway layout	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway layout	X	X	X	X
	4	Fowler Road/Fairview Avenue roadway layout	X	X	X	X
P	5	Ekwill Street roadway profile	X	X	X	X
	1	Pine Ave roadway profile	X	X	X	X
	1	Kellogg Avenue roadway profile	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway profile	X	X	X	X
	4	Fowler Road/Fairview Avenue roadway profile	X	X	X	X
CD	3	ADA ramps, misc.		X	X	X
	5	Roundabout layout/grading		X	X	X
D	5	Ekwill Street drainage plan		X	X	X
	1	Kellogg Avenue drainage plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps drainage plan		X	X	X
	4	Fowler Road/Fairview Avenue drainage plan		X	X	X
Code	Quant	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
D	2	Old San Jose Creek culverts (assumed precast arches)		X	X	X

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
	6	Drainage profiles		X	X	X
	2	Drainage details		X	X	X
	4	Drainage quantities		X	X	X
WPC	5	Ekwill Street water pollution control plan		X	X	X
	1	Kellogg Avenue water pollution control plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps water pollution control plan		X	X	X
	4	Fowler Road/Fairview Avenue water pollution control plan		X	X	X
	2	Water Pollution Control details		X	X	X
	4	Water Pollution Control quantities		X	X	X
U	5	Ekwill Street utility plan	X	X	X	X
	1	Kellogg Avenue utility plan	X	X	X	X
	4	Fowler Road utility plan	X	X	X	X
	8	Hollister Avenue utility plan	X	X	X	X
SC	3	Ekwill Street RBA staging	X	X	X	X
	4	Hollister Ave RBA staging	X	X	X	X
	3	Fowler Road RBA staging	X	X	X	X
TH	4	Ekwill RBA traffic handling		X	X	X
	1	Kellogg Ave traffic handling		X	X	X
	12	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps traffic handling		X	X	X
	4	Fowler Road traffic Handling		X	X	X
PD/S	5	Ekwill pavement delineation & sign plan		X	X	X
	1	Kellogg pavement delineation & sign plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps pavement delineation & sign plan		X	X	X
	4	Fowler Road/Fairview Avenue pavement delineation & sign plan		X	X	X
	2	Pavement delineation & sign details		X	X	X
	4	Pavement delineation & sign quantities		X	X	X
PP/IP	5	Ekwill landscaping and irrigation plan	X	X	X	X
	1	Kellogg landscaping and irrigation plan	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps landscaping and irrigation plan	X	X	X	X

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
	4	Fowler Road/Fairview Avenue landscaping and irrigation plan	X	X	X	X
	2	Landscaping and irrigation details		X	X	X
Code	Quant	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
PP/IP	4	Landscaping and irrigation quantities		X	X	X
E	2	Hollister/Kellogg Traffic Signal Mod		X	X	X
	3	Street lighting plan and details		X	X	X
S	2	Pre-Cast Culvert Foundation Plans		X	X	X
	4	Retaining Wall Plans		X	X	X
	220	**TOTAL**				

TASK 11: FINAL CONTRACT PACKAGE

11.1 ENGINEERS ESTIMATE. Consultant shall prepare an accurate and reliable Engineer's Estimate to be included in the bid documents. Consultant shall provide a construction quantity and cost estimate with each submittal of plans. The unit costs will be based upon the most current cost information for recent similar projects in the area compiled by the consultant. Consultant's final construction cost estimate will be based upon, and in agreement with, the final items of work with estimated quantities.

11.2 FINAL PROJECT PLANS. The design deliverables will include, but not be limited to: Providing final improvement Plans on Mylar ready for advertising and bidding, along with "camera-ready" Specifications (including appendixes), and a complete Engineer's Estimate, all wet seal stamped and signed by a licensed California Civil Engineer. Final plans shall be submitted on Mylar sheets 24" x 36" in size, to a 1"=20' horizontal scale. The final plans and specifications shall be delivered to, and become the property of, the City of Goleta.

The design and scope of services shall also include: complete and detailed estimate of quantities; construction cost estimate; answers to all questions regarding the design during the design review process; review of the project site to ensure that the Plans are drawn correctly; and attendance at project related meetings.

11.3 CONSTRUCTION SCHEDULE. Consultant shall calculate the amount of liquidated damages and determine the length of time in working days for construction.

11.4 FINAL SPECIFICATIONS. The City will provide the consultant with its boilerplate Specifications and Technical Provisions in Microsoft Word format.

Consultant shall be responsible for compiling the Project Specifications which are to be based upon the latest Caltrans Standard Specifications and the latest Caltrans Standard Special Provisions shall be incorporated into the bid documents. Consultant shall provide a write up for the project specific scope of work in the Technical Specifications. The Specifications shall be signed and "wet sealed" by consultant's Civil Engineer registered in the State of California, which will constitute a certification that they are complete and ready for bidding purposes and awarding of a contract for construction of the improvements.

11.5 SUBMITTALS:

Consultant shall submit three (3) sets of bound copies of the design drawings, including cross-sections, with each submittal for checking by the City, along with the previous red lined submittal prints. The design drawings should be as complete, accurate, and error-free as possible before Plan checking is considered, in order to reduce the number of Plan checks required and related costs therefore to the City and Consultant. Each submittal is to include documentation of QC checks completed by consultant prior to submission for City review. Submittals shall be at the 35%, 65%, and 95% and Final design stages.

- Consultant shall submit three (3) sets of the contract specification documents with each submittal for checking by the City, along with the previous check prints. A disk in Microsoft Word format containing the final Contract Documents shall be submitted to the City.
- The design shall include new improvements within existing State right-of-way or right-of-way to be acquired by the Project that will become State-owned improvements upon final completion of the Project. Consultant's design shall therefore require the review and approval of Caltrans. This review process shall be in accordance with Caltrans procedures. Consultant shall prepare, submit, and coordinate with Caltrans all required PS&E documents through final approval of the design on behalf of the City. The City will review all PS&E documents prior to their submission to Caltrans.
- Prepare RE File and Materials Information Handbook.

TASK 12: RIGHT OF WAY ENGINEERING

12.1 Right of way engineering tasks shall be performed primarily by MNS Engineering under the direction of consultant. This task is to prepare the required maps, legal descriptions, deeds, sketches, and back up data to support the right of way acquisition effort. The RW Engineering shall be performed per the Caltrans RW Manual. A Record of Survey shall be prepared for each of the three project locations as soon as the alignments are finalized. These maps will show the new roadway alignments and serve not only as a way to retrace the corridors in the future, but also to make the legal description process much less tedious and time-consuming. The maps will also show all property monuments recovered in the retracement process allowing for the preservation of those locations.

12.1.1 Consultant shall prepare records of survey for each project location and file with the County Recorder. Monuments shall be set to facilitate recovery of the alignments and to serve as initial, local project control for construction.

12.1.2 Consultant shall determine the precise areas needed for permanent and temporary easements and for areas of interagency transfer. It is anticipated that approximately 33 permanent (private and interagency combined) fee or easements and 20 temporary construction easements (including 2 possible staging areas not yet defined) will be required.

12.1.3 Consultant shall prepare appraisal maps for each of the three project locations identifying the parcel number, owner, type of easement, size of easement and remainder size. Parcel numbers for State R/W changes will receive State-designated number. Parcel numbers for City of Goleta shall be assigned distinct numbers related to assessor's numbers, property addresses or other suitable system.

12.1.4 Consultant shall provide updates to the existing project Right of Way Needs spreadsheet to accompany the appraisal map for appraisal and acquisition agents.

12.1.5 Consultant shall prepare legal descriptions for each parcel to be acquired for temporary or permanent use.

12.1.6 Consultant shall prepare legal descriptions for existing easements to be quitclaimed to the City or State (if any).

12.1.7 Consultant shall prepare legal description and sketch for abandonment of Kellogg Place for use by the City in the abandonment and conveyance process.

12.1.8 Consultant shall prepare sketches for all non-state related acquisitions.

12.1.9 Consultant shall maintain separate parcel files for each acquisition containing information such as title reports, existing easements, descriptions of parcels to be acquired or relinquished, vesting deeds and basic parcel information.

12.1.10 Consultant shall coordinate with City of Goleta real property, City of Santa Barbara real property, Caltrans R/W, project engineer and appraisal and acquisition personnel and support them during the acquisition process.

12.1.11 Consultant shall prepare final R/W map for the Highway 217 corridor for filing by Caltrans.

12.2 Under the direction of consultant HJA shall obtain current updated preliminary title reports for the properties subject to acquisition.

TASK 13: RIGHT OF WAY APPRAISALS

Consultant shall oversee and direct Hamner, Jewell & Associates (HJA) in the appraisal and acquisition of right of way for the project.

13.1 Under the direction of consultant, HJA shall obtain appraisals from a state licensed real estate appraiser, prepared in conformance with state laws and Caltrans guidelines, as required to set the basis of right of way purchase offers to private property owners by the City. All appraisals shall be submitted to the City for review and pre-approval prior to purchase offer presentations. If project funding requires formal third party appraisal reviews, this proposal assumes Caltrans staff shall provide the required appraisal reviews. This scope does not include any appraisal of public lands held by City, County, County Flood Control, or State; it is assumed that appraisals will only be required for the acquisitions of private properties listed in Task 14.

TASK 14: RIGHT OF WAY ACQUISITION

Under the direction of consultant HJA shall prepare offer packages based upon the appraisals, for presentation to each involved property owner. Offer packages shall include an offer letter, Appraisal Summary Statement, proposed Acquisition Agreement, and Deed. Consultant shall present these documents for City review and pre-approval prior to presenting offers to property owners. Concurrently consultant shall seek Caltrans review and approval of the appraisals, prior to proceeding with making the purchase offers. If requested by the City, consultant shall have the limits of right of way acquisition staked in the field with lath and flagging to assist in visualizing the limits of the right of way being acquired. After offer presentation, consultant shall

handle all follow up negotiations in pursuit of mutually acceptable amicable purchase agreements with each owner to finalize the property purchases. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, consultant shall coordinate with City and, if appropriate, with the City Attorney's office in conjunction with any required Necessity Hearing scheduling. For those on which we reach final agreements, we would process all documents for necessary approvals and coordinate escrows, title insurance, and closings. This project shall also require a residential relocation. Consultant shall provide relocation assistance in conformance with the California Government Code and, if federal funding is involved, in accordance with the provisions of the federal Uniform Act. Relocation assistance shall include interviewing tenants, providing required noticing, conducting market surveys to set benefit levels and identify potential replacement sites, present the tenant with referrals to potential replacement housing options, provide moving bid coordination, claim preparation and processing, and payment distribution and payment receipt documentation. Consultant shall also prepare a Relocation Plan in advance of making the property purchase offers and triggering relocation eligibility. Consultant shall draft any required Right of Way Certification.

Following is the list of parcels included in this proposal:

Assessor's Parcel Number	Owner	Type of Acquisition
071-130-051, -006	Mauracher	Partial
071-170-080, -083, and -079	University Properties	Partial and Full
071-170-082	Winnikoff Trust	Partial
071-130-023	McPage Enterprises	Partial
071-151-011	McLeans Auto Body & Paint	Partial
071-140-067 and -068	Catalina Barber Corp	Full/Exchange
071-090-078	DLC Enterprises	Partial
071-090-036	Newland	Partial (+ Relocation)
071-090-007	Islay Investments	Partial
071-140-046	Bottiani	Partial/ Exchange
071-330-009	Jurkowitz Trust	Partial

TASK 15: UTILITY COORDINATION

Consultant shall provide utility coordination throughout the project in accordance with Chapter 13 of the Caltrans' Right of Way Manual as required. This task involves communicating the City's project to the utility owners within the project limits and working with them to complete their plans and relocations for those utilities that conflict with the proposed project. Anticipated work under this task is as follows:

15.1 VERIFY EXISTING UTILITIES: Collect available utility information and review the topographic base map in order to identify existing utilities. A utility base map shall be prepared and sent to utility owners for verification. Part of the verification process is to obtain additional utility information from the owners such as as-built record drawings and atlas sheets, as well as determining the facility's function.

Finally, the utility base map is revised using the utility owner provided items and information our team has developed over the course of the task.

- Utility Base Map: Prepare a utility base map to be used in conjunction with the topographic base map. Essentially, this base map documents the best available utility location information such as: USA markings; interpretation of as-built record drawings and utility atlas sheets; and pothole information.
- Utility Matrix: Prepare a utility matrix to organize and document in one location all the utility coordination activities including: owner; contact name, telephone and facsimile numbers; mailing and physical addresses; email addresses; dates and methods of communication; description of effected utility; method of conflict resolution, if any; status of relocation plans, if any; etc.

  This matrix is provided to the City and utility owners to provide a transparent understanding of all the utility locations, conflicts and issues to all potentially affected stakeholders. For example, often cable TV and telephone facilities are carried on electric poles. Using the matrix, the cable TV/telephone representatives can get a clear understanding of the project impacts to poles which they are on, but over which they have little to no control over.
- Utility Letter A (Verification) Package: Letter, matrix and associated plans that outline the proposed design and right-of-way, and existing utilities as mapped in the field. This letter puts the utility owner on notice that the City is intending to construct a project that may affect their facilities.
- As-Built Record Drawings: A primary function of the Utility Letter A is to gather and incorporate into the utility base mapping any utility owner record drawings or other pertinent information.

15.2 POSITIVE IDENTIFICATION AND DETERMINATION OF LIABILITY: Prepare and execute a potholing plan to provide positive identification and location of utility facilities that may conflict with the project.

High-risk vs. low-risk utility facilities will also be identified.

- Potholing: Obtaining positive location information of underground utilities that may be in conflict with the proposed project improvements, and all high-risk utilities within the project limits. The potholes will be surveyed and added to the project topo maps. Since the exact number of potholes cannot be determined in advance, consultant has assumed approximately two full days of potholing activity will be needed.
- Utility Letter B (Request for Relocation Plans) Package: Letter, updated matrix and associated plans that identify potential utility conflicts and approximate relocation schedules. This is a formal coordination letter that identifies the relocation work and schedule required to complete the relocations. Packages shall be sent to all utility owners within the project limits – regardless of potential conflict or not – in order to provide transparency of all utility coordination.
- Relocation Parameters: Provide utility relocation parameters for utility owner relocations plans.

15.3 COORDINATE RELOCATION: Coordinate any and all modifications, changes, or relocations of existing underground and/or overhead utilities with respective utility companies. Where feasible,

every effort shall be made to complete any and all modifications, changes, or relocations of existing underground and/or overhead utilities prior to construction.

Should the utility companies or the City decide to underground existing overhead utilities as part of the relocation, or desire the installation of conduits for future undergrounding or expansion of their facilities, Consultant shall work with the respective utility companies to incorporate their design into the plan set and assist in the development of cost sharing between the utility companies and the City in the utility relocation agreements for the additional cost of trenching, conduits, vaults, etc. associated with the undergrounding. The design of any "dry" utilities (overhead or underground) is not a part of this scope of work.

This scope of work assumes that the City shall prepare any utility relocation agreements.

Schedules and progress reports for utility efforts shall be prepared. Plans and cost estimates provided by the utility companies shall be reviewed and recommendations shall be made.

- Field Meetings: Attend field meetings with utility owner representatives.
- Utility Specifications: Prepare special provisions relating to utility coordination during construction including timing and duration of construction windows for utility relocations performed by owner's forces.
- Utility Plans: Finalize utility plans for contract documentation plan set.
- Utility "C" Letter (Notice to Owner) Package: Letter, updated matrix and final project plans that show location and elevation of existing utility and the proposed utility relocations. This letter satisfies the requirements in regards to utility conflicts.
- RE Pending File: The last step of this task is to provide documentation of the utility coordination effort for the City and the RE Pending file. This will provide the City with support for the right-of-way certification.

TASK 16: MITIGATION MONITORING PLAN

PERMIT CONDITONS SUMMARY TABLE AND PS&E INTEGRATION

16.1 PREPARE SUMMARY TABLE. Once permitting conditions have been finalized Consultant shall compile the Permit Conditions Summary Table, which is comprised of a list of mitigation measures and conditions of approval identified during environmental review and the permitting process. This would comply with Caltrans' Local Assistance Procedures Manual that requires the following be submitted to the District Local Assistance Engineer (DLAE):

> "The local agency shall develop a list of all mitigation as related to NEPA and provide it along with the technical reports and draft environmental document to the DLAE.
>
> The local agency shall certify that all required mitigation has been completed and/or is included in the Final Plans, Specifications and Estimate (PS&E), and that any required ongoing maintenance of mitigation is implemented (23 CFR Parts 635,771, and 772)."

This task will satisfy the Environmental Commitments Record as described in Section 39 of the Caltrans Standard Environmental Reference.

16.2 INTEGRATE ENVIRONMENTAL INFORMATION WITH PS&E DEVELOPMENT. The PS&E specifications sheets and final bid package shall incorporate inputs from the permitting process. The task would involve:

- Integrate mitigation measures into the PS&E.
- Prepare the Permit Conditions Summary Table and specifications

16.3 MITIGATION PLAN. Consultant shall prepare a biological mitigation plan that fulfills all of the requirements of the City's EIR and provides the biological information needed to support the COE, CDFG, RWQCB, and CCC permit applications (as indicated in Task 6 Permitting). Integrate the compensatory mitigation plan into the biological mitigation and monitoring plan required by Mitigation Measure NA-1 in the EIR (herein referred to as the Mitigation Plan).

The Mitigation Plan shall comprise a biological mitigation and monitoring plan that incorporates all of the biological conditions related to construction of the project, including the "compensatory mitigation plan" required to obtain a section 404 permit from the COE. The plan shall include protection and replacement of habitats, streams, and wetlands, and measures for the protection of sensitive plants and animals, as described in the EIR. The compensatory mitigation plan shall include site selection information, a mitigation work plan and maintenance plan, performance standards and monitoring requirements, and long-term and adaptive management plans. The Mitigation Plan shall include the following components as identified and described in further detail in the EIR:

- Protection and replacement of riparian habitat
- Native tree inventory and protection plan
- Wetland habitat restoration
- Pre-construction floristic surveys and compensation
- Plant restoration
- Construction restrictions for riparian birds and raptors
- Construction zone housekeeping
- Maintenance restrictions
- Avoid/minimize impacts to least Bell's vireo

The following tasks shall be implemented in order to create the Mitigation Plan:

16.3.1 COMPENSATORY MITIGATION SITE SELECTION. Select specific sites for restoration, enhancement and/or creation required to complete the Mitigation Plan and obtain key permits. The City shall provide descriptions of potential available locations and acreage suitable for compensatory mitigation. Consultant shall make recommendations to the City regarding the locations for the compensatory mitigation site(s).

16.3.2 FIELD VISITS AND GROUND-TRUTH DATA. Conduct a field visit to verify biological resource information gathered during the preparation of the EIR is accurate and up to date. Map native trees for preparation of the native tree inventory and protection plan.

16.3.3 COORDINATE WITH LANDSCAPE ARCHITECT ON LANDSCAPE AND IRRIGATION PLANS AND SPECIFICATIONS. Provide a restoration biologist to provide input on landscape and irrigation plan drawings and specifications, including plant/seed layouts, palettes, and specifications.

16.3.4 PREPARE DRAFT MITIGATION MONITORING PLAN. Prepare a draft Mitigation Monitoring Plan. The Mitigation and Monitoring Plan will be coordinated with the project landscape plans. The

restoration component of the mitigation plan shall include details on restoration locations and habitat types, plant/seed source, plant layouts and palettes, plant and seed installation methods, irrigation methods, restoration schedule, a description of the 5-year maintenance and monitoring program methods, and include the following performance standards:

Native cover must be 70 percent after three years and retain 70 percent coverage by the end of the 5-year monitoring and maintenance period.

Non-native invasive plants, excluding non-native grasses, must remain below 10 percent of total vegetation cover at all times.

Vegetation must survive without supplemental irrigation for at least 2 years.

No single species shall constitute more than 50 percent of the vegetative cover.

Replacement plants shall be monitored for a minimum of 3 years to ensure successful establishment.

The draft Mitigation Plan will be submitted electronically for review and approval by the resource agencies and Goleta.

16.3.5 PREPARE FINAL MITIGATION PLAN. Revise the Mitigation Plan based on comments from agencies and Goleta, and prepare a final Mitigation Plan. Submit 10 copies of the final Mitigation Plan to the permitting agencies and Goleta on hard copies or CD as appropriate.

LIST OF DELIVERABLES

- Biological inputs for the landscape and irrigation plans
- Draft Mitigation Plan
- Final Mitigation Plan

TASK 17: PROVIDE BIDDING AND CONSTRUCTION SUPPORT

17.1 Consultant shall interpret plans and specifications as required during the bidding process. Attend and participate in a pre-bid meeting with potential bidders. Consultant shall answer questions regarding the Technical Provisions and the design drawings during the bidding process.

CITY OF GOLETA RESPONSIBILITIES

- Provide basic criteria for project design, record drawings, and preprinted portions of the specifications.
- Provide copies of available pertinent City records, such as survey ties, benchmarks, road plans, and record maps the City knowingly has in its possession.
- Print and distribute final bid documents, unless requested as an additional service.
- Mediate with land owners for access to and provisions for consultant to enter upon private and public lands.
- Provide all other required services that cannot, by law, be performed by consultant.
- Provide contract administration and inspection during construction.

- Be responsible for all communication with the Caltrans' District Local Assistance Engineer for grant funding and cost reimbursement.
- The City's Director of Public Works or designee shall serve as Contract Administrator for the project.

Exhibit B
Schedule of Fees

Classification	Range	Hourly Rate
Principal Bridge Engineer/Principal Transportation Engineer/Engineering Services Manager/Project Manager		$200.00
Senior Specialist/Environmental Services Manager		$175.00
Senior Bridge Engineer/Senior Transportation Engineer/Resident Engineer/Project Engineer	Range A	$145.00
	Range B	$160.00
	Range C	$175.00
	Range D	$190.00
Bridge Engineer/Transportation Engineer	Range A	$125.00
	Range B	$135.00
	Range C	$145.00
Senior Highway Designers/Senior Construction Inspectors	Range A	$100.00
	Range B	$120.00
	Range C	$140.00
Assistant Bridge Engineer/Assistant Transportation Engineer	Range A	$100.00
	Range B	$110.00
	Range C	$120.00
Highway Designer/Construction Inspector	Range A	$90.00
	Range B	$100.00
	Range C	$110.00
Production Manager		$140.00
CAD Manager		$130.00
Senior CAD Draftsperson		$120.00
CAD Draftsperson	Range A	$85.00
	Range B	$95.00
	Range C	$105.00
Admin & Word Processing	Range A	$60.00
	Range B	$75.00
Administrative Manager		$95.00
Administrative Specialist		$100.00

Vehicle Mileage . . . . . .Current IRS Standard Rate

Hourly charges include provision for normal office overhead costs, such as office rental, utilities, insurance, clerical services, equipment, normal supplies and materials, and in-house reproduction services. Other project specific expenses such as travel, special consultants, and purchased outside services will be billed at cost.

EXHIBIT C

STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION

EXHIBIT 10-J STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION

1. **Subcontractors**

   A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Agency's obligation to make payments to the Contractor.

   B. Any subcontract in excess of $25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

   C. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the Agency.

   D. Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

2. **Disadvantaged Business Enterprise (DBE) Participation**

   A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

   B. If the contract has an underutilized DBE (UDBE) goal, the Consultant must meet the UDBE goal by committing UDBE participation or document a good faith effort to meet the goal. If a UDBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another UDBE subconsultant, if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.

   C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the local agency deems appropriate.

   D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

3. **Performance of DBE Consultant and other DBE Subconsultants/Suppliers**

A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.

B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

4. **Prompt Payment of Funds Withheld to Subcontractors**

(Local agency to use either A,B, or C below; delete the other two.)

A. No retainage will be withheld by the Agency from progress payments due the prime contractor. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

B. No retainage will be held by the Agency from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

C. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subconsultant performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

5. DBE Records

A. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Manager.

6. DBE Certification and Decertification Status

If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days

ATTACHMENT 11

Amendment No. 1 and Professional Services Agreement 2023-025 with Rincon Consultants, Inc.

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AMENDMENT NO. 1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
RINCON CONSULTANTS, INC.

This **Amendment No. 1** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **RINCON CONSULTANTS, INC.** ("Consultant") dated March 21, 2023 ("Agreement," Agreement No. 2023-025) is made on this 3rd day of December, 2024.

SECTION A. RECITALS

1. This Agreement is for the professional environmental and permitting services in conjunction the San Jose Creek Channel Fish Passage Modification Project; and

2. The Agreement currently provides in Section 3 Subsection (a) for the total
compensation amount not to exceed $197,313; and

3. The parties desire to amend the Agreement so as to provide for additional
compensation in the amount of $60,916 for continued tasks *and* additional tasks; and

4. The Agreement currently provides in Section 6 for the termination of the Agreement on December 31, 2024; and

5. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2026; and

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

7. 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

8. City Council approved this Amendment No. 1, on this 3rd day of December, 2024.

SECTION B. AMENDED TERMS

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

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For additional money:

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of $60,916 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 $258,229 (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," 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 eighteen months 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:

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

4. 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

Signed by:
Robert Nisbet
Robert Nisbet, City Manager

CONSULTANT

Signed by:
Steven Hongola
Steven Hongola, Vice President

ATTEST:

DocuSigned by:
Deborah Lopez
Deborah Lopez, City Clerk

DocuSigned by:
Lacrissa Davis
Lacrissa Davis, Chief Financial Officer

APPROVED AS TO FORM:
ISAAC ROSEN, ACTING CITY ATTORNEY

Signed by:
Scott Shapses
Scott Shapses, Deputy City Attorney

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Exhibit A-1 Scope of Work

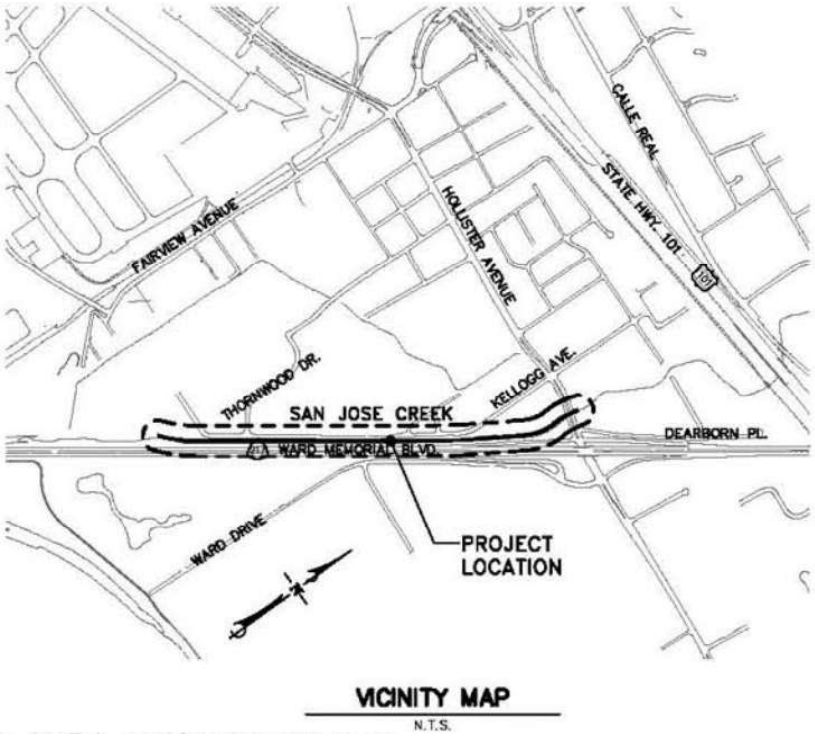
Task 1 – CEQA

This scope of work includes preparation of an Addendum to the city's *Final Initial Study-Mitigated Negative Declaration for the San Jose Creek Capacity Improvement & Fish Passage Project* (Final MND; dated May 2007, with an approved addendum dated April 2008), pursuant to the CEQA. If, during our analysis, the Consultant identify any new or additional significant impacts, the Consultant will contact the city immediately to discuss an appropriate course of action (e.g., a Subsequent MND). The following tasks are included as part of our proposed scope of work.

Task 1.1 – Draft Addendum to the Final MND

Consultant shall prepare Draft Addendum which will serve as a second addendum to the original MND and include an introductory section describing the requirements of an addendum to a final MND, followed by a section that briefly describes the "approved project" evaluated in the 2007 Final MND and the proposed "current project." The project location and limits of the "approved project" is shown below in Figure 1:

Figure 1 Approved Project Vicinity Map



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The Draft Addendum will also include a discussion and comparison of each environmental issue area analyzed in the 2007 Initial Study included as part of the Final MND to determine whether the current project would result in new significant environmental effects or substantially increase the severity of previously identified significant effects, or if mitigation measures would be considerably different from those in the 2007 Final MND. The Draft Addendum will rely on information and data from a desktop review, the 2007 Final MND, the 2008 Addendum, the Biological Resources Assessment (BRA) for the current project (included in Task 1.4), and the Cultural Resources Technical Report for the current project (included in Task 4) to the extent feasible. Additionally, because the current project will modify weir designs currently included in the Hollister Avenue Bridge Replacement Project, the Draft Addendum will also rely on, and incorporate by reference, the city's 2015 *Final MND for Hollister Avenue Bridge Replacement Project* (2015 Final MND). Pursuant to *CEQA Guidelines* Section 15150, where all or part of another document is incorporated by reference, the incorporated language shall be considered to be set forth in full as part of the text of the current CEQA document. Because the current project components include modifications to both the San Jose Creek Fish Passage Project (as analyzed in the 2007 Final MND and the 2008 Addendum) and the Hollister Avenue Bridge Replacement Project (as analyzed in the 2015 Final MND), the Draft Addendum will discuss the changes in potential environmental impacts related to both projects. In addition to the environmental issue areas analyzed in the 2007 Final MND, since adoption of this Final MND, the topics of Forestry Resources, Energy, Tribal Cultural Resources, Wildfire, and (within Transportation) Vehicle Miles Traveled were added to the Environmental Checklist Form in Appendix G of the *CEQA Guidelines*. Therefore, the Draft Addendum will also discuss the potential for impacts associated with Forestry Resources, Energy, Tribal Cultural Resources, Wildfire, and Vehicle Miles Traveled.

Deliverables:

- A Draft Addendum in electronic format (Microsoft Word and/or PDF) for city review

Assumptions:

- One round of consolidated comments on the Draft Addendum will be addressed from the city

Task 1.2 – Final Addendum to the Final MND

Consultant shall revise the Draft Addendum based on one round of consolidated comments from the city, to be provided in an electronic, editable format. The Final Addendum will be submitted in electronic format to the city. This scope of work does not include providing documents that are accessible pursuant to the Americans with Disabilities Act (ADA) or printed copies. However, accessible

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documents and/or printed copies can be provided for an additional fee. Per the *State CEQA Guidelines*, the Addendum does not need to be circulated for public review but must be considered by the City's decision makers. Following a decision on the project, Consultant shall prepare a Notice of Determination (NOD) for filing by the city.

Deliverables:

- A Final Addendum in electronic format (Microsoft Word and/or PDF) for city review
- An electronic version (Microsoft Word and/or PDF) of the Notice of Determination (NOD) for filing by the city

Assumptions:

- The city will pay all required filing fees

Task 1.3 –Meeting/Hearing Attendance

This task involves management, organization, and coordination with the city over the course of this scope of work. It also includes responding to telephone calls and emails regarding the project, monitoring the project budget and schedule, and other similar tasks. This task assumes meeting/hearing attendance by Consultant's Project Manager and/or CEQA Task Lead regarding the Addendum to the Final MND. If additional meeting/hearing time is requested by the city, a change order will be required.

Task 1.4 – Limited Biological Resources Assessment Update

Consultant shall provide a limited update to the previously completed Biological Resources Assessment (BRA). This update to the previously conducted BRA will be a database review to identify and evaluate any newly listed or candidate species to evaluate the potential for them to occur in the project. The following databases may be reviewed as part of the update: the CDFW California Natural Diversity Data Base (CNDDB), USFWS Critical Habitat Portal, California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants of California, and CDFW Special Animals List. This scope of work assumes that no new species with the potential to occur will be identified. The existing regulatory setting section will be updated as needed to reflect recent regulatory changes. The analysis is not anticipated to require substantive updates, and the previously conducted Biological Resources Analysis will not be revised. Limited field data gathered as part of Task 2 will be included as well as figures updated with any new data and new project information.

An additional limited field effort will be conducted to inventory the protected native trees within the project site as part of the field effort in Task 2. Some trees in the project site have been inventoried recently (fall and winter 2022) and in the past (10 years ago) as part of the Hollister Avenue Bridge Replacement Project.

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Data from those efforts will be used to the extent feasible and expanded where needed. All trees within the project footprint with diameter-at-breast-height (DBH) of 4 inches or greater will be mapped and tree condition and level of expected impact will be documented. A tree protection zone will be mapped and displayed on a graphic of the project site. The tree protection zone will be defined as the area within the tree dripline out to approximately 5-feet from the dripline to account for the tree's critical root zone. The methods and results of the tree inventory will then be incorporated into the BRA.

This scope of work does not include agency consultation.

Deliverables:

- A BRA in electronic format (Microsoft Word and/or PDF) for city review

Assumptions:

- Assumes one round of review and response to comments from the city.
- No agency coordination will be necessary.
- The limited field work included in this task will be conducted as part of Task 2 and therefore, all time and expenses for the field effort is included
- in Task 2.
- A stand-alone arborist report will not be prepared.
- The BRA will include an assessment of the potential impacts to the Sister Witness Tree, as is required. Based on conversations with the project engineer, The Consultant understands and assumes there won't be impacts to the tree as a result if the proposed project, which will result in a minimal and straightforward explanation and statement as such in the BRA. However, if the mapping and evaluation of the tree protection zones included as part of this task reveals that project activities may result in impacts to the Sister Witness Tree, additional impact assessments may be necessary and can be provided under additional authorization.

AMENDMENT 1. Task 1.5: Design Coordination - Natural Channel

Because the design of the upstream natural channel is in question as to whether grading is needed or if/how grading should be modified, the Consultant shall provide input to the City of Goleta's hydraulic consultant on what to consider during design. Consultant shall provide geographical information system (GIS) shapefiles of the native trees, jurisdictional delineation, and vegetation communities to aid in design. Additionally, coordinating the project footprint is important for the California Environmental Quality Act (CEQA) documents and the natural resource permits that will need to be prepared under the current scope of work.

Task 2 – Aquatic Resources Delineation

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Consultant shall conduct a review of potential jurisdictional waters within the project footprint, specifically San Jose Creek and any adjacent wetlands/waters, using the most current regulatory guidance and methodologies provided by the USACE, CDFW, and CCRWQCB. This review will build on and reference previous reviews completed within the project. The final determination regarding jurisdictional resources will be made by the resource agencies; for this reason, the term "potential" is used when discussing jurisdictional waters. All potential wetlands and non-wetland waters of the U.S. (WOUS) will be delineated onsite, in accordance with the following:

- Wetlands Delineation Manual (Environmental Laboratory 1987)
- Guidelines for Jurisdictional Determinations for Waters of the United States in the Arid Southwest (USACE 2001)
- Regulatory Guidance Letter No. 05-05: Ordinary High Water Mark Identification (USACE 2005)
- Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) (USACE 2008a)
- A Field Guide to the Identification of the Ordinary High-Water Mark (OHWM) in the Arid West Region of the Western United States (USACE 2008b)
- Updated Datasheet for the Identification of the Ordinary High-Water Mark (OHWM) in the Arid West Region of the Western United States (USACE 2010)
- Code of Federal Regulations sections that pertain to factors constituting the OHWM for non-wetland waters ("other waters") (33 CFR 328.3 and 33 CFR 328.4)
- The City of Goleta's New Zoning Ordinance (2020)
- The California Coastal Act (California Coastal Commission 2022)

Potential CDFW jurisdiction will be delineated in accordance with Section 1602(a) of the California Fish and Game Code (CFGC), including streambeds to the top of the bank and associated riparian vegetation, whichever is greater.

Potential CCRWQCB jurisdiction will be consistent with the agency's established practice, limited to the top of the physical bank or the landward dripline of riparian vegetation, whichever is broader.

The results of the jurisdictional delineation will be presented in a Jurisdictional Delineation Report (JDR) suitable for submittal as an attachment to the permit applications/notifications discussed below for this project. The JDR will include a discussion of methodologies and results that detail the background information, field observations and data collected, and a summary of findings. Using a recent high-resolution aerial photograph and topographic map of the project site, Consultant shall overlay data collected using a Global Positioning System (GPS) unit capable of sub-meter accuracy to identify data collection locations and other pertinent biological information for submittal with the report. A project location map, data observation forms, and a delineation map will also be included.

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Deliverables:

- Jurisdictional Delineation Report (JDR) for USACE, CCRWQCB, and CDFW permit applications/notifications

Assumptions:

- Only one field survey day will be required to conduct the formal jurisdictional delineation
- One round of comments on the JDR from the city
- Access and permission to enter will be provided to Consultant in writing prior to the field survey
- No access issues will be encountered during any of the pedestrian surveys

Task 3 -- Regulatory Permitting

Based on basic project information for this stream improvement project, the project is anticipated to require a federal Clean Water Act (CWA) Section 404 permit from the USACE and the issuance of a Water Quality Certification (WQC) from the CCRWQCB pursuant to Sections 404 and 401 of the CWA. It is assumed that the project will qualify for the USACE Nationwide Permit (NWP) Program and not require a higher level of authorization. A Streambed Alteration Agreement (SAA) from the CDFW pursuant to Section 1600 *et seq.* of the CFGC is also anticipated to be required. As San Jose Creek is designated steelhead trout critical habitat, a Section 7 consultation with the NMFS will be required. Due to the nature of the project (fish habitat restoration), an alternatives analysis nor mitigation plan are anticipated to be required, and therefore will not be prepared under this scope.

Consultant shall work closely with the city to quickly identify and gather the appropriate application documentation for the project and coordinate with the agencies to help ensure the permitting process is completed as quickly and efficiently as possible. Consultant shall provide the city with the completed application packages for review and comment prior to submittal to the resource agencies. The following tasks include anticipated services necessary to obtain permits/authorizations for proposed impacts to jurisdictional waters onsite.

Task 3.1 – USACE Nationwide Permit PCN Preparation

Under Section 404(e) of the CWA, the USACE can issue NWPs to authorize activities that have minimal individual and cumulative adverse environmental effects. Consultant anticipates that NWP 27 for Aquatic Habitat Restoration, Enhancement, or Establishment Activities will be applicable to the project. As part of this proposed scope of work, Consultant shall prepare a USACE Pre-Construction Notification (PCN) checklist for NWP 27 and supporting documents. Consultant shall rely on waters data collected in Task 2 for the project to determine limits of jurisdiction. Consultant shall submit the PCN package to the city for review,

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incorporate one round of requested changes, and upon approval, submit the package to the USACE unless otherwise directed.

Deliverables:

- A PCN package for NWP 27, including the PCN checklist, JDR, required maps, and project information

Assumptions:

- NWP 27 will be available and applicable for the project
- PCN is accepted by USACE on first submittal (i.e., applications deemed complete)
- Previously gathered aquatic resources data can be utilized for this project
- Project design plans, including GIS files denoting the limits of permanent and temporary disturbance, will be provided by the city
- Cultural resources review to satisfy the USACE's Section 106 requirements will be provided under Task 4 of this scope of services, and additional review will not be required
- If project design details change during the permitting process, additional Consultant effort and cost will be required
- The USACE will not require an evaluation of alternatives
- The USACE will view the project as restoration and not require a formal mitigation plan
- One round of comments on the PCN package from the city

Task 3.2 – CCRWQCB Water Quality Certification Application Preparation

Section 401 of the CWA requires that any person applying for a federal permit or license, which may result in a discharge into WOUS, must obtain a WQC that certifies the activity complies with all applicable water quality standards, limitations, and restrictions. An individual WQC is anticipated to be necessary. Consultant shall request a virtual pre-application meeting with the CCRWQCB and coordinate with CCRWQCB staff to confirm certification requirements in accordance with the U.S. Environmental Protection Agency's (EPA) Clean Water Act Section 401 Certification Rule. Consultant shall prepare a WQC application and supporting documentation, provide it to the city for review and comment, incorporate one round of requested changes, and upon approval, submit the application to the CCRWQCB unless otherwise directed. Based on the final site plans, Consultant shall calculate the anticipated CCRWQCB application fee. Based on the nature of the project, an analysis of alternatives is not anticipated to be required and therefore not included in this scope of services.

Deliverables:

- Application for CWA Section 401 WQC and supporting documentation

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Assumptions:

- Consultant shall request and attend one (1) virtual pre-submittal meeting with CCRWQCB staff, concurrent with USACE, and CDFW staff (not to exceed two [2] hours)
- WQC application package will be accepted by CCRWQCB on first submittal (i.e., applications deemed complete)
- The CCWQCB will not require an evaluation of alternatives
- The CCWQCB will view the project as restoration and not require a formal mitigation plan
- One round of comments on the WQC application package from the city
- The city will be responsible for the WQC application fees and will coordinate the payment of these fees

Task 3.3 – CDFW Streambed Alteration Agreement Preparation

The project is anticipated to require a SAA under Section 1600 *et seq.* of the CFGC. CDFW requires notification through submittal of a Notification of Lake/Streambed Alteration (Notification). Consultant shall request a virtual pre-submittal meeting with CDFW and coordinate with CDFW staff to confirm notification requirements, including the CDFW fisheries team. Consultant shall prepare the Notification and supporting documentation, provide documentation to the city for review and comment, incorporate one round of requested changes, and upon your approval, submit the application to the CDFW, unless otherwise directed. As part of the application, payment of a fee to the CDFW is required and dependent on the project cost.

Deliverables:

- A CDFW SAA Notification and supporting documentation

Assumptions:

- Consultant shall request and attend one (1) virtual pre-submittal meeting with CDFW staff (concurrent with USACE, and CCRWQCB staff) (not to exceed two [2] hours)
- CDFW input on notification requirements, including from the fisheries team, will be provided during the pre-submittal meeting
- The CDFW will view the project as restoration and not require a formal mitigation plan
- Permit application is accepted by CDFW on first submittal (i.e., applications deemed complete)
- Basic description of project and site conditions and potential for species to occur will be consistent with the information prepared as part of the CEQA addendum in Task 1
- One round of comments on the Notification package from the city

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- The city will be responsible for the Notification fees and will coordinate the payment of these fees

Task 3.4 – Permit Tracking and Agency Coordination

Once the applications are submitted, ongoing coordination with the USACE, CCRWQCB, and CDFW is needed to answer questions and help ensure that any potential issues are identified and resolved at the earliest possible opportunity. Coordination may include telephone, email, and/or written correspondence. Consultant shall provide up to **40 hours** of support post-submittal of the applications/notifications outlined in Tasks 3.1 through 3.3. This support may include requests for additional information, responses to comments, additional meetings, or any other agency request to support the project's interests and schedule. Should additional time be necessary in excess of the **40 hours**, Consultant shall notify the city prior to exhaustion of this budget.

Deliverables:

- The Consultant shall coordinate and communicate with the agencies during the permit review and approval process
- Email summaries of meetings and correspondence that include verification of agency requirements or other relevant information
- The Consultant shall review draft permits from the agencies and identify problematic permit conditions
- The Consultant shall coordinate with the city and the agencies to assist in obtaining final permit authorizations

Task 3.5 – Preparation of CCC Coastal Development Permit (CDP) Application and Limited Post-Application Support

Consultant shall prepare a CDP application for the project for submission to the CCC. The project description completed as a part of the USACE, CCRWQCB, and CDFW applications will be used for permit application submittal, as needed. This task includes:

- Pre-application submittal communications and up to one (1) remote meeting with CCC Staff (if required) concurrent with the pre-application meeting with USACE, CCRWQCB, and CDFW
- Post-application submittal CCC completeness review support and response
- Communication and coordination in support of the CCC hearing including attendance and response to comments (if necessary)
- Posting the CCC notification on site and provide documentation
- Submission of the self-addressed stamped envelopes required by the CCC for noticing
- Limited support from City Planner (subcontractor to Consultant), Laura Bridley, to support the CDP application and processing

Assumptions:

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- Includes pre-application submittal communications and up to three (3) remote meetings with CCC Staff (if required) concurrent with the pre-application meeting with USACE, CCRWQCB, and CDFW
- Post-application support and responses, including completeness response letter, communication and coordination in support of the CCC hearing including attendance and response to comments (if necessary)
- Assumes the city will provide the owner noticing list to be included in the initial CCC submittal
- Consultant shall post the CCC notification on site and provide documentation
- The city will coordinate all signatures required for CCC application including required local approvals for the proposed project, such as zoning variances, use permits, etc., as noted on Local Agency Review Form, Appendix B
- Biological reviews as part of Tasks 1 and 2, as well as the Cultural Resources review provided in Task 4 will be sufficient for this application, and no additional reviews will be required
- Does not include estimated permit fees; permit fees assumed to be paid directly by the city, if determined to be required after consultation with the CCC (refer to Appendix E page 19 of the CCC CDP application)
- The city will provide project plans that will be suitable for submission to the CCC and include site, grading, and erosion control plans
- Support from the City Planner (contractor to Consultant), Laura Brindley, will be limited to $12,500, to include effort to notice envelopes based on a list of owners within 100-feet, provided by the city

Deliverables:

- CCC CDP Application Package and supporting materials (application, Project Description, biological reports, figures, etc.)
- Summary of on-site posting and notification
- One (1) completeness response letter

Task 3.6 – Informal Section 7 Consultation Support with USFWS and NMFS

The project location within San Jose Creek is designated critical habitat for steelhead trout. Additionally, the southern end of the project is within critical habitat for the tidewater goby. As such, the Consultant expect that the USACE will need to engage in Section 7 consultation with the NMFS as part of permitting, and USFWS if impacts are proposed to critical habitat for tidewater goby. Under Section 7, federal agencies (i.e., USACE) must consult with the USFWS and/or NMFS when any action the agency carries out, funds, or authorizes (such as through a permit; 404 permit) *may affect* a listed endangered or threatened species or designated critical habitat. This process usually begins as informal consultation. Consultations are initiated when the USACE issues a letter to the USFWS or NMFS to request the initiation of Section 7 consultation. It is anticipated that

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USFWS and NMFS will concur that the project is “not likely to adversely affect” any listed species or designated critical habitat, and no formal consultation will be warranted.

To support the consultations with USFWS and NMFS, Consultant shall prepare a Biological Assessment (BA) in accordance with the requirements of Section 7(a)(2) of the federal Endangered Species Act (16 United States Code 1536(c)) and interagency implementing regulations at 50 Code of Federal Regulations Part 402. Relevant literature and databases, such as the California Natural Diversity Database, the USFWS and NMFS Critical Habitat maps, prior biological technical studies performed in the project area during previously completed CEQA as well as under Task 1, project plans, aerial photographs, and topographic maps, will be examined. No additional field survey is anticipated.

The Consultant shall utilize previous general survey results (conducted under Tasks 1 and 2) to document the existing conditions of the project site and evaluate the suitability of habitat for tidewater goby and steelhead trout. The BA will describe habitat suitability and occurrence history of tidewater goby and steelhead trout within the project area. The BA will address effects to tidewater goby, steelhead trout, and their critical habitats and will include conservation measures (incorporated into the proposed action) to reduce the likelihood and magnitude of identified effects, as well as include an effects determination for the steelhead and for its critical habitat.

The Consultant shall anticipate to submit the NWP 27 PCN (Task 3.1) with the BA to the USACE, prior to the commencement of Section 7 consultation.

Deliverables:

- One BA report for Section 7 consultation with USFWS for tidewater goby and its designated critical habitat, and NMFS for steelhead trout and its designated critical habitat

Assumptions:

- Section 7 consultation is limited to USFWS for coordination on tidewater goby and its critical habitat and NMFS for coordination on steelhead trout and its critical habitat. If other species are identified that require consultation, additional authorization may be required.
- The hydrology/water quality analysis completed in the CEQA process for the downstream Hollister Avenue Bridge Replacement Project will be provided to Consultant by the city, will be adequate for NMFS, and additional review will not be needed
- A formal Section consultation will not be warranted
- The USFWS may request a survey for the tidewater goby, which will be completed under Task 7

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Task 3.7 – Restoration Plan

The Consultant shall prepare a Restoration Plan to address temporary impacts to protected native trees and riparian habitat within jurisdictional waters that would result from the proposed project. The Restoration Plan will be prepared to satisfy anticipated requirements of the USACE, CDFW, and CCRWQCB requirements, which have jurisdiction over activities affecting San Jose Creek. The Restoration Plan will summarize the project description, restoration objectives, biological setting, and site selection, as well as outline the restoration approach, source of plant materials, seed storage and plant propagation, plant installation methods, performance criteria, schedule, and the long-term maintenance, monitoring, and reporting program.

Given that the intent of the project is to restore fish passage and provide fish habitat, The consultant shall assume that the project will be viewed as restoration, and temporary impacts will be restored at a 1:1 ratio. The Consultant shall assume that mitigation will not be required. The Consultant shall anticipate that a Restoration Plan proposing restoration of the riparian areas that will be temporarily impacted by the Project will be sufficient, and that limited additional and immediately adjacent land would only be utilized for restoration efforts as needed to address replacement of individual protected native trees that cannot fit within the temporary impact restoration areas, i.e., removing non-native vegetation to allow for installation of native trees an understory.

Deliverables:

- A Restoration Plan in electronic format (Microsoft Word and/or PDF) for city review, either as a standalone document or as part of the project description in the agency permit applications

Assumptions:

- Assumes one round of review and response to comments from the city
- Assumes one round of review and response to comments from CDFW and
- CCRWQCB; that comments and changes will be limited and will not exceed
- a total of 5 hours
- The overall project will be viewed as environmentally beneficial by the
- agencies, and restoration of temporarily disturbed areas will be sufficient,
- and mitigation will not be required
- A Compensatory Mitigation Plan will not be required
- The Santa Barbara County Flood Control District will approve of the city approved restoration plan without change

Task 4 – Cultural Resources Review and Coordination

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Consultant shall prepare the necessary cultural resources studies for the project to meet the requirements of the California Environmental Quality Act (CEQA) and Section 106 of the National Historic Preservation Act (NHPA). Typically, the USACE does not accept reports that contain both CEQA and Section 106 language. Therefore, the cultural study will adhere to standards required for NHPA compliance but may be used to inform the project CEQA documents (MND).

Task 4.1 – Area of Potential Effects Map

In accordance with the regulations of 36 CFR 800.16(d), Consultant shall prepare an Area of Potential Effects (APE) map that delineates an area of direct impacts (i.e., all areas of project ground disturbance including staging areas). Consultant anticipates the direct APE will be limited to areas in which improvement activities will occur. Consultant shall prepare and submit the APE map for approval by the City and the USACE. Upon approval of the APE map by the City and USACE, Consultant shall conduct Tasks 4.2 through 4.6.

Task 4.2 – Cultural Resources Records Search

A cultural resources records search was previously performed for the San Jose Creek Capacity Improvement Project on January 14, 2009 (SAIC 2009). The USACE requires records search results no more than two years old. Therefore, Consultant shall conduct a California Historical Resources Information System (CHRIS) records search of the project APE and a 0.5-mile radius surrounding it at the Central Coast Information Center (CCIC) located at the Santa Barbara Museum of Natural History. The primary purpose of the records search is to identify previously recorded cultural resources known to exist within or near the APE. In addition to the archaeological inventory records and reports, an examination will be made of historical maps, the National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), the California Historical Landmarks list, California Points of Historical Interest List, California Built Environment Resource Directory and Archaeological Determinations of Eligibility List. The records search will also reveal the nature and extent of any cultural resources work previously conducted within the APE and adjacent vicinity. Due to the COVID-19 pandemic, the CCIC has suspended in-house records search appointments. CCIC staff are experiencing delays and turnaround times are approximately 2 to 3 weeks. Upon APE map approval by the City and USACE, Consultant shall provide the City and USACE with a schedule update.

Task 4.3 – Native American Heritage Commission

Consultant shall contact the Native American Heritage Commission (NAHC) to request a Sacred Lands File (SLF). The SLF search will indicate whether cultural resources important to Native Americans are present within the vicinity of the APE. This task does not constitute formal Native American Consultation under Assembly Bill 52 (AB 52). Consultant assumes the city will manage consultations under AB 52 without our assistance. Furthermore, Consultant understands that the USACE

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manages any consultations under Section 106, internally without assistance from consultants. Limited AB52 support will be provided under Task 6.

Task 4.4 – Local Interested Party Outreach

Consultant shall contact individuals and/or organizations who may have knowledge of, or concerns with, historic properties in the area. Outreach will include inquiries to local governments and local historic groups regarding their knowledge of historic properties in the immediate vicinity of the APE. Consultant shall follow up with each of these groups via email or by telephone.

Task 4.5 – Pedestrian Survey

Upon completion of the records search, Consultant shall conduct a Phase I pedestrian survey of the APE. A Consultant archaeologist will conduct the survey using transects spaced at maximum intervals of 15 meters with transect accuracy maintained through use of a hand-held global positioning system (GPS) unit. Results of the previous records search performed for the San Jose Creek Capacity Improvement Project indicate that no cultural resources are documented within the current project APE. One previously recorded historic-period resource (CA-SBA-2204) and three prehistoric resources (CA-SBA-45, -46, and -1696) were identified within the 0.5-mile search radius and are located approximately 0.3-mile from the APE. Therefore, for the purposes of this scope, Consultant assumes that no cultural resources will be identified. No artifacts, samples, or specimens be collected during the survey. Consultant assumes the survey effort will be completed by one archaeologist in a single 8-hour day, inclusive of travel time. Consultant also assumes that the project APE will only include the approximately 8-acre direct project footprint and that an indirect APE will not need to be surveyed.

Task 4.6 – Cultural Resources Technical Report

Consultant shall prepare a Cultural Resources Technical Report documenting the results of the cultural study, as well as provide management recommendations for cultural resources within or near the project APE. The report will be included as an appendix to the MND Addendum being prepared for the project under Task 1. The report will be prepared following the California Office of Historic Preservation's Archaeological Resource Management Reports (ARMR): Recommended Contents and Format. The report will include figures depicting the area surveyed and studied for cultural resources. Draft copies of the report (digital pdf) will be submitted to the city and USACE for review and approval. Consultant assumes one round of revisions based on one round of comments from the city and USACE will be necessary to address cultural resources concerns. Once reviewed, digital copies of the final report will be prepared and submitted. Consultant assumes that consultation with the State Historic Preservation Office (SHPO) will be handled by USACE, and that Consultant shall not be needed for support with the consultation process.

Deliverables:

- One APE Map for review by the city and the USACE

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- One Cultural Resources Technical Report

Assumptions:

- The City of Goleta will serve as the lead agency under CEQA
- The USACE will serve as the lead federal agency under Section 106
- Approximate turn-around time for CCIC records search results is anticipated to be 2 to 3 weeks upon receipt of request
- The survey of the APE will be completed by a single archaeologist in a single 8-hour day, inclusive of travel time
- No artifacts, samples, or specimens be collected during the survey
- No cultural resources will be encountered during the field survey that require recordation, updates, or evaluations for the NRHP or CRHR
- All deliverables will be delivered electronically
- One rounds of revisions based on one round of comments from the city and USACE will be necessary to address cultural resources concerns
- A copy of the Cultural Resources Technical report will be submitted to the CCIC after review and approval by the city and USACE
- Consultation with SHPO will be handled by USACE and that Consultant shall not be needed for support with the consultation process

AMENDMENT 1. Task 4.7: Built Environment Evaluation

The historic-period channel of San Jose Creek will be recorded and evaluated on California Department of Parks and Recreation 523 series forms (DPR forms) as part of the cultural resources field survey to determine if it qualifies as a historical resource under CEQA or a historic property under Section 106 of the National Historic Preservation Act (NHPA). The property's current condition, integrity and character-defining features will be noted by the archaeologist during the field survey under the original contract and scope of work and later evaluated by the architectural historian. Two maps will be prepared for inclusion in the DPR forms. One location map and one sketch map are required. Consultant shall perform additional research, as necessary, to evaluate the structure for potential historic significance and support the effects analysis included in the Cultural Resources Technical Report. The evaluation will be summarized in the Cultural Resources Technical Report and the California Department of Parks and Recreation 523 series forms will be included as an appendix in the report.

Assumptions

- No separate field survey will be conducted or required for the built environment evaluation; the survey will be combined with the archaeological resources field survey presently in the original contract and scope of work.

Deliverables

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A. Two maps will be prepared for inclusion in the DPR forms.
B. The evaluation will be summarized in the Cultural Resources Technical Report and the California Department of Parks and Recreation 523 series forms will be included as an appendix in the report.

AMENDMENT 1. Task 4.8: Native American Outreach

The Consultant will draft and send outreach letters to the 10 Native American contacts identified by the Native American Heritage Commission. All draft letters will go through our internal quality assurance/quality control (QA/QC) process prior to sending to the 10 Native American contacts. Two rounds of follow up calls to the 10 Native American contacts as part of a "good faith" follow up effort. Documentation of the outreach effort and responses received by Native American groups into a tracking table will be prepared. The tracking table will include the contacts, date the letters were sent, date of follows ups and any responses/comments/concerned received. Native American outreach efforts will be summarized in the Cultural Resources Technical Report and the tracking table will be attached as an appendix to the report.

Assumptions

- No field surveys will be conducted or required for cultural resources.

Deliverables

A. 10 outreach letters
B. Native American outreach efforts will be summarized in the Cultural Resources Technical Report and the tracking table will be attached as an appendix to the report.

Task 5 - Project Management and Client Coordination

The Consultant shall be highly responsive to project needs through effective project management and coordination with the various parties involved to ensure all project requirements described above are met and in an efficient and cost-effective manner. Consultant shall provide regular communication to the city throughout the course of the permitting process regarding project needs, changes, schedule, budget, and deliverables. This task includes miscellaneous activities required to manage the various tasks above such as regular e-mail and telephone communications and other tasks associated with contract administration, invoicing, and client coordination. The task covers internal quality control procedures, which include Consultant Program Manager and Principal review of all submittals that will be prepared under this work program. This task also includes clerical work and production and shipping of submittals to the agencies. This task is largely comprised of effort for Consultant staff to attend the biweekly team calls organized by the city to provide project status and solicit feedback from the city's project team.

This work program will be executed under the direction of Consultant Principal Regulatory Specialist Christopher Julian and Senior Biologists/Project Managers Julie Love and

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Elizabeth Atherton, all of whom have extensive experience overseeing similar regulatory permitting projects.

AMENDMENT 1. Task 5 - Project Management and Client Coordination

The Consultant shall provide communication, coordination, and overall management of the mitigation scope of work, schedule, and budget. Because the timeframe and schedule for the project has changed substantially from a 18-month schedule with a quick turnaround in the beginning to construction now scheduled to begin in summer 2025, additional project management time has been spent on meetings with the project team and the agencies. These efforts have been conducted at the request of the City. Moving forward, the Consultant anticipates that additional time will be spent on monthly team meetings to discuss the design of the natural channel and other topics as team meetings will continue for a longer timeframe than originally scoped. To account for the 19-month extension of the scope of work and schedule, the existing project management services task and budget will be extended to through February 2026.

Assumptions

- 2 hours per month for 19 months for the Project Manager to attend meetings and conduct project management and other client communication.
- 1 hour per month for 19 months for administrative/clerical needs.

Task 6 - Assembly Bill 52 Consultation Assistance

The Consultant shall assist the City with AB 52 consultation so the Tribal Cultural Resources section of the MND Addendum can be prepared in support of Tasks 1 and 4. Under AB 52, the city acting as the lead CEQA agency, is required to begin consultation with California Native American tribes that are traditionally and culturally affiliated with the project area prior to the completion of the MND Addendum (Tasks 1.1 and 1.2). Under this task, the Consultant shall assist the city with consultation for AB 52 by requesting a list of AB 52-specific Native American contacts from the NAHC. The Consultant shall provide the city letter templates, checklists, and detailed instructions to ensure meaningful consultation with interested Native American groups can be completed in accordance with AB 52.

Task 7 – Tidewater Goby Presence/Absence Survey

If a survey is requested for the tidewater goby by the USFWS during the informal consultation in Task 3.6, Consultant shall develop a plan to effectively conduct these surveys to meet the guidelines identified by USFWS and provide a high probability of locating any potential gobies located within the project area. Consultant shall prepare and file notifications with the CDFW and USFWS to obtain approval to complete the protocol survey, as required per the USFWS Recovery Permit for tidewater goby and CDFW Scientific Collecting Permit protocols.

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The survey will be carried out in a single survey day to assess the presence or absence of tidewater goby and led by Ms. Julie Love who holds a USFWS Recovery Permit for tidewater goby (No. TE-217402-2). Ms. Love will serve as the "qualified biologist" who has been fully trained and authorized to survey for and potentially handle tidewater gobies as required by USFWS protocol. Two support biologists will assist the qualified biologist. The survey results will be documented and provided via a brief memorandum to be provided to the USFWS and CDFW.

Deliverables:

- Notifications to the CDFW and USFWS for protocol-survey approval
- Memorandum with survey results in support of the Section 7 informal consultation with USFWS

Assumptions:

- One survey day will be performed, limited to 10 hours each for three personnel (inclusive of travel)
- The survey report will be supplied to the city within two weeks following the completion of the survey effort
- The Consultant "qualified biologist" will be based out of the Santa Barbara office and complete one survey day, to be joined by two associate biologists
- Costs include expenses for fisheries equipment, including water quality testing and netting

Task 8 – Incidental Take Permit Preparation, Submittal, and Limited Coordination

The Consultant shall prepare and submit an Incidental Take Permit (ITP) application for project impacts to steelhead trout. The application will be in letter format, organized in accordance with the permit application requirements set forth in CDFW regulations at 14 CCR 783.2. In addition to standard applicant and project information, the ITP application must also include the following:

- The common and scientific names of the species to be covered by the permit and the species' status under CESA, including whether the species is the subject of rules and guidelines pursuant to Section 2112 and Section 2114 of the Fish and Game Code
- A complete description of the project or activity for which the permit is sought
- The location of where the project or activity is to occur or to be conducted
- An analysis of whether and to what extent the project or activity for which the permit is sought could result in the taking of species to be covered by the permit
- An analysis of the impacts of the proposed taking on the species
- An analysis of whether issuing the ITP would jeopardize the continued existence of a species, including consideration of the species' capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of (A)

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known population trends, (B) known threats to the species, and (C) reasonably foreseeable impacts on the species from other related projects and activities

- Proposed measures to minimize and fully mitigate the impacts of the proposed taking
- A proposed plan to monitor compliance with the minimization and mitigation measures and the effectiveness of the measures
- A description of the funding sources and the level of funding available for implementation of the minimization and mitigation measures
- Certification language as required by CDFW

The Consultant shall be available to coordinate with the city and the CDFW during review of the ITP application letter as described under the cost assumptions below.

Deliverables:

- ITP Application in electronic letter format

Assumptions:

- The Consultant shall review two rounds of consolidated comments from the City as well as associated revisions prior to submittal. Our cost assumes revisions would be relatively minor.
- The Consultant shall review one round of consolidated comments from CDFW as well as associated revisions. Our cost assumes revisions would be relatively minor.
- No additional surveys or reconnaissance site visits are necessary to complete the ITP application. The Consultant assume that surveys and site visits conducted under Task 2 will be sufficient to complete the application and describe existing conditions.
- Previous project design and modelling work to satisfy NMFS will be acceptable to CDFW and not need to be revisited
- The Consultant assume presence of steelhead trout; intensive fish surveys are not proposed
- The Consultant scope and cost do not include mitigation plans or restoration plans since the Consultant assume that no compensatory mitigation for habitat impacts will be required due to restorative nature of the project for this species and as all impacts occur in previously developed footprint of the project. If required by CDFW, the Consultant can prepare these plans under an additional scope and cost.
- Cost includes up to 20 hours of coordination time with CDFW and city outside of application preparation and addressing comments
- The city will be responsible for the application fees and will coordinate the payment of these fees

Assumptions

The Consultant has made the following general assumptions regarding the overall work project and program:

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- The city will provide supporting digital files, georeferenced CAD files, and other information and data required for the surveys, JDR, and permit applications
- Meetings will be conducted every two weeks to discuss project status and updates
- The resource agencies will adhere to typical permit processing timeframes
- Existing project plans, analyses, and technical reports will be adequate for agency permit processing
- Digital copies of application materials will be submitted to the city. One round of minor revisions to the applications will be necessary following review.
- If the resource agencies require preparation of more comprehensive application materials or extensive consultations than assumed above, the Consultant will notify you immediately and determine if an amendment to the work scope is necessary
- No trees will be affected by the project. If rare plants are identified, additional surveys may be required that can be authorized under separate cover.
- While not anticipated, the Consultant will notify you immediately if we confirm that an archaeological resource is identified within the project site during the records search or pedestrian field survey.

AMENDMENT 1. Task 9: CDFW Grant Assistance

The Consultant understands that the City of Goleta is interested in pursuing grant funding for the San Jose Creek Fish Passage project. Based on research performed by Consultant and preliminary discussions between the Consultant and the City (see Task 9.1 Grant Research), it was determined that California Department of Fish and Wildlife (CDFW) grant opportunities may be the most viable current options for the City to pursue to fund the proposed project. As discussed, the CDFW Watershed Restoration Grants Branch program is an ongoing program that is currently accepting proposal applications. Additional grant support to be provided for the CDFW Watershed Restoration Grants Branch program (see Tasks 9.2 – 9.5) would be completed as described below.

As part of this task, the Consultant shall complete grant research (see Task 9.1) and will host a consultation meeting with CDFW staff (see Task 9.2) and provide support with the concept proposal that the City will be required to prepare for the CDFW Watershed Restoration Grants Branch program (see Task 9.3). If the concept proposal is accepted and the City would like additional grant writing support for the full application, the Consultant can provide that support as part of Task 9.4. Should CDFW deny the application and the City would like to pursue another second and separate CDFW grant, the Consultant has included a task to assist the City (see Task 9.5).

AMENDMENT 1. Task 9.1: Grant Research

The Consultant shall proceed with researching CDFW grants. The Consultant will present options as a slide deck to the City during a team meeting.

Deliverables

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Slide deck summarizing CDFW grant research

AMENDMENT 1. Task 9.2: CDFW Watershed Restoration Grants Branch Program Consultation Meeting

The Consultant will organize and host one meeting between CDFW staff and the City project team to review the project and discuss any opportunities for modifications to better meet the grant requirements and ultimately CDFW's needs. It is anticipated that the meeting will last up to one hour and be conducted virtually. This scope includes time for the Consultant to coordinate with CDFW and the City to identify an optimal meeting time, host the meeting (including preparing a meeting agenda and orchestrating the conversation), and then provide a summary of meeting minutes and action items after the meeting.

Assumptions

- The Consultant will orchestrate host one virtual grant consultation meeting between CDFW and the City.

Deliverables

A. Meeting agenda and meeting minutes
B. One-hour virtual meeting with CDFW

AMENDMENT 1. Task 9.3: Grant Concept Proposal Preparation and Coordination Support

The first formal step in the CDFW Watershed Restoration grant application process includes preparation of a concept proposal. The concept proposal must be submitted through the CDFW WebGrants portal and include information on geographic location, regional need, project type, readiness, threats, cost, and cost share, as well as alignment with the CDFW mission and program priorities. The Consultant shall work with the City to prepare a preliminary concept proposal for submittal by the City through the CDFW WebGrants portal. Concept proposals are generally required to be submitted by the project applicant. The Consultant anticipates that the Concept Proposal will be submitted in WebGrants by the City. For this task, the Consultant has budgeted 30 hours and anticipates that this time will be used to support the development of the concept proposal, with use of existing maps, figures, and project information. It is assumed that budget information will be provided by the City.

Assumptions

- A preliminary project description will be drafted and it is anticipated that the project may evolve slightly as more information is gleaned. If there are significant changes made to the project description, additional time may be required to prepare the supplemental information.
- Existing project maps and figures will be used.
- Project budget information will be provided by the City.

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- The Environmental Compliance and Permitting Questionnaire will be completed by the City or with information provided by the City to the Consultant.

Deliverables

A. Draft concept proposal for City comment
B. Final concept proposal for CDFW submittal

AMENDMENT 1. Task 9.4: CDFW Grant Preparation Support and Coordination

If, upon completion of the grant concept proposal, CDFW invites the City to submit a full application, The Consultant shall provide support with the preparation and the compilation of the grant application package. Although the specific requirements for the grant are not available unless invited to apply, The Consultant anticipates that the application package would require preparation of a detailed line-item budget; robust project descriptions and connectivity to specific plans; management and reporting plans; and compilation of forms. For this task, the Consultant has budgeted 74 hours and anticipates that this time will be used to support the development of the full proposal, including 6 hours of time for a graphic designer to prepare updated maps or figures. The application will be prepared based on information provided by the City and the Consultant will work closely throughout the process to prepare and refine the application. The Consultant will provide regular updates throughout the grant development process as time is spent in order to track and manage the hours allotted for this task. Grant proposals are generally required to be submitted by the project applicant. The Consultant anticipates that the final documents will be submitted by the City. Although letters of support are not anticipated to be required for this grant application, if they are required, the City will orchestrate collecting the required documentation.

Assumptions

- The Consultant has budgeted 74 hours and anticipates that this time will be used to support the development of the full proposal, including six hours of time for a graphic designer to prepare updated maps or figures.
- Although letters of support are not anticipated to be required for this grant application, if they are required, the City will orchestrate collecting the required documentation.
- The City will provide project specific information, including a refined/detailed project budget.

Deliverables

A. Draft grant application package for City comment
B. Final grant application package for CDFW submittal

AMENDMENT 1. Task 9.5: Secondary CDFW Grant Preparation Support and Coordination

In the event that the above outlined grant proposal (Task 9.4) is not awarded, the Consultant has included a task to re-package the proposal materials to adhere to a

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second and separate CDFW grant that would be determined at that time. It is anticipated that repackaging the materials for an alternative CDFW grant will require minor updates and reconfiguration to the original grant documents prepared. If major updates or new documents are required, additional time may be required. The Consultant shall notify the City immediately upon identification of additional requirements, and any additional work beyond the 24 hours scoped for this task would be completed on a time and materials basis with City approval under a separate scope of work, in accordance with the Consultant standard fee schedule.

Assumptions

- The Consultant has budgeted 24 hours and anticipates that this time will be used to repackage the proposal materials for resubmittal to another CDFW grant.

Deliverables

A. Draft grant application package for City comment
B. Final grant application package for CDFW submittal

Schedule

The Consultant shall initiate this project immediately following receipt of a signed contract and written Notice to Proceed (NTP), but it is understood that sufficient design of the project will be required prior to commencing on most tasks, expected early 2023. The duration of the tasks is expected to be 12 to 24 months.

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Project Name: SJ Ck Channel Fish Passage Modification Project

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF GOLETA AND RINCON COUNSULANTS, INC

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as “AGREEMENT”) is made and entered into this 21st day of March, 2023, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and RINCON CONSULTANTS, INC**,** a California Corporation (herein referred to as "CONSULTANT").

SECTION A. RECITALS

1. The CITY has a need for professional environmental and permitting services for the San Jose Creek Channel Fish Passage Modification Project; and

2. 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

3. The CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260.

4. The City Council, on this 21st day of March, 2023, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

SECTION B. TERMS

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 Services shall generally include environmental and permitting as more particularly set forth in the Scope of Work, attached as Exhibit “A,” and incorporated herein.

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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 $197,313 (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 December 31, 2024, 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 Exhibit B, if one is included as part of this agreement. 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

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Gerald Comati. 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 December 31, 2024, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

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

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Chris Julian 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.

Subconsultants/Subcontractors:

- Laura M. Bridley AICP, Laura Bridley, 805-896-2153

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for CONSULTANT's Damages. CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from

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all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

(b) Defense and Indemnity of Third Party Claims/Liability. CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

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

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

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

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

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

a) 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 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) Except for professional liability insurance, 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

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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.

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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

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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.

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20. GOVERNING LAW

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

21. NONDISCRIMINATION

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

22. TAXPAYER IDENTIFICATION NUMBER

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

23. NON-APPROPRIATION OF FUNDS

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

24. MODIFICATION OF AGREEMENT

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

25. USE OF THE TERM "CITY"

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

26. PERMITS AND LICENSES

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

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27. CAPTIONS

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

28. AUTHORIZATION

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

29. ENTIRE AGREEMENT BETWEEN PARTIES

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

30. PARTIAL INVALIDITY

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

31. NOTICES

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

TO CITY:	Attention: Robert Nisbet, City Manager City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117
TO CONSULTANT:	Attention: Chris Julian, Principal Rincon Consultants, Inc. 209 East Victoria Street Santa Barbara, CA 93101

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32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

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

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

CITY OF GOLETA

DocuSigned by:
Robert Msbet, City Manager
1AEBACAD159E4D7...

CONSULTANT

DocuSigned by:
Steven Hongola
8DE69ADB0855423...
Steven Hongola, Vice President

ATTEST

DocuSigned by:
Deborah Lopez
1A3E09E8473CA47E...
Deborah Lopez, City Clerk

DocuSigned by:
Lacrissa Davis
799B3F21211B48F...
Lacrissa Davis, Chief Financial Officer

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:
Winnie Cai
A1BF8F896161498...
Winnie Cai, Assistant City Attorney

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EXHIBIT A

SCOPE OF WORK

Task 1 – CEQA

This scope of work includes preparation of an Addendum to the city's *Final Initial Study-Mitigated Negative Declaration for the San Jose Creek Capacity Improvement & Fish Passage Project* (Final MND; dated May 2007, with an approved addendum dated April 2008), pursuant to the CEQA. If, during the Consultant'sanalysis, the Consultant shall identify any new or additional significant impacts, the Consultant shall contact the city immediately to discuss an appropriate course of action (e.g., a Subsequent MND). The following tasks are included as part of the Consultant's proposed scope of work.

Task 1.1 – Draft Addendum to the Final MND

The Consultant shall Draft Addendum and thus will serve as a second addendum to the original MND and include an introductory section describing the requirements of an addendum to a final MND, followed by a section that briefly describes the "approved project" evaluated in the 2007 Final MND and the proposed "current project." The project location and limits of the "approved project" is shown below in Figure 1:

Figure 1 Approved Project Vicinity Map

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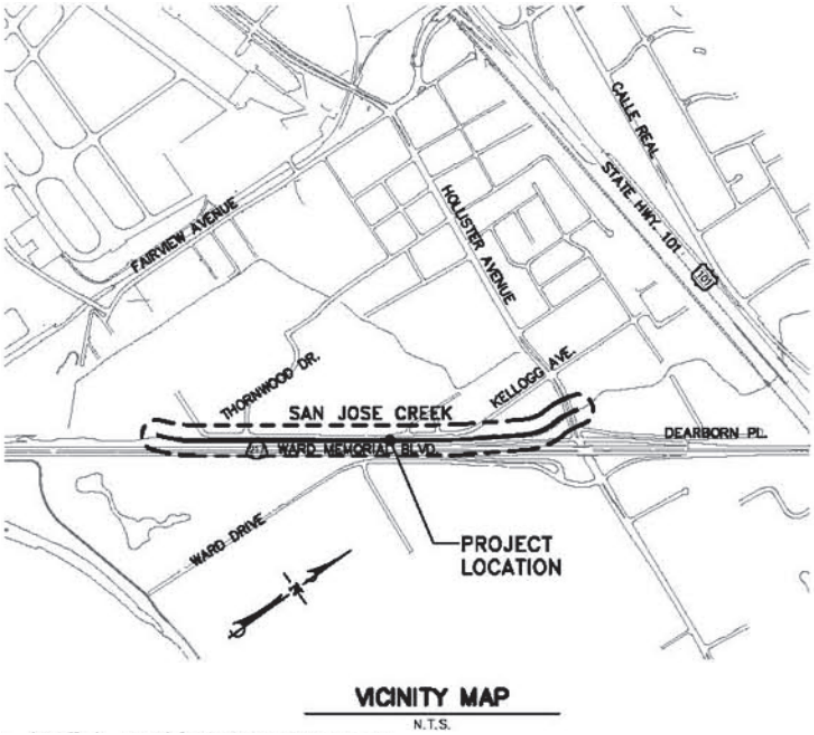

The Draft Addendum will also include a discussion and comparison of each environmental issue area analyzed in the 2007 Initial Study included as part of the Final MND to determine whether the current project would result in new significant environmental effects or substantially increase the severity of previously identified significant effects, or if mitigation measures would be considerably different from those in the 2007 Final MND. The Draft Addendum will rely on information and data from a desktop review, the 2007 Final MND, the 2008 Addendum, the Biological Resources Assessment (BRA) for the current project (included in Task 1.4), and the Cultural Resources Technical Report for the current project (included in Task 4) to the extent feasible. Additionally, because the current project will modify weir designs currently included in the Hollister Avenue Bridge Replacement Project, the Draft Addendum will also rely on, and incorporate by reference, the city's 2015 *Final MND for Hollister Avenue Bridge Replacement Project* (2015 Final MND). Pursuant to *CEQA Guidelines* Section 15150, where all or part of another document is incorporated by reference, the incorporated language shall be considered to be set forth in full as part of the text of the current CEQA document. Because the current project components include modifications to both the San Jose Creek Fish Passage Project (as analyzed in the 2007 Final MND and the 2008 Addendum) and the Hollister Avenue Bridge Replacement Project (as analyzed in the 2015 Final MND), the Draft Addendum will discuss the changes in potential environmental impacts related to both projects. In addition to the environmental issue areas analyzed in the 2007 Final MND, since adoption of this Final MND, the topics of Forestry Resources, Energy, Tribal Cultural Resources, Wildfire, and (within

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Transportation) Vehicle Miles Traveled were added to the Environmental Checklist Form in Appendix G of the *CEQA Guidelines*. Therefore, the Draft Addendum will also discuss the potential for impacts associated with Forestry Resources, Energy, Tribal Cultural Resources, Wildfire, and Vehicle Miles Traveled.

Deliverables:

- A Draft Addendum in electronic format (Microsoft Word and/or PDF) for city review

Assumptions:

- One round of consolidated comments on the Draft Addendum will be addressed from the city

Task 1.2 – Final Addendum to the Final MND

The Consultant shall revise the Draft Addendum based on one round of consolidated comments from the city, to be provided in an electronic, editable format. The Final Addendum will be submitted in electronic format to the city. This scope of work does not include providing documents that are accessible pursuant to the Americans with Disabilities Act (ADA) or printed copies. However, accessible documents and/or printed copies can be provided for an additional fee. Per the *State CEQA Guidelines*, the Addendum does not need to be circulated for public review but must be considered by the City's decision makers. Following a decision on the project, Consultant shall prepare a Notice of Determination (NOD) for filing by the city.

Deliverables:

- A Final Addendum in electronic format (Microsoft Word and/or PDF) for city review
- An electronic version (Microsoft Word and/or PDF) of the Notice of Determination (NOD) for filing by the city

Assumptions:

- The city will pay all required filing fees

Task 1.3 –Meeting/Hearing Attendance

This task involves management, organization, and coordination with the city over the course of this scope of work. It also includes responding to telephone calls and emails regarding the project, monitoring the project budget and schedule,

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and other similar tasks. This task assumes meeting/hearing attendance by the Consultant's Project Manager and/or CEQA Task Lead regarding the Addendum to the Final MND. If additional meeting/hearing time is requested by the city, a change order will be required.

Task 1.4 – Limited Biological Resources Assessment Update

The Consultant shall provide a limited update to the previously completed Biological Resources Assessment (BRA) will largely be a database review to identify and evaluate any newly listed or candidate species to evaluate the potential for them to occur in the project. The following databases may be reviewed as part of the update: the CDFW California Natural Diversity Data Base (CNDDB), USFWS Critical Habitat Portal, California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants of California, and CDFW Special Animals List. This scope of work assumes that no new species with the potential to occur will be identified. The existing regulatory setting section will be updated as needed to reflect recent regulatory changes. The analysis is not anticipated to require substantive updates, and the previously conducted Biological Resources Analysis will not be revised. Limited field data on vegetation and habitat types gathered as part of Task 2 will be included as well as figures updated with any new data and new project information.

An additional limited field effort will be conducted to inventory the protected native trees within the project site as part of the field effort in Task 2. Some trees in the project site have been inventoried recently (fall and winter 2022) and in the past (10 years ago) as part of the Hollister Avenue Bridge Replacement Project. Data from those efforts will be used to the extent feasible and expanded where needed. All trees within the project footprint with diameter-at-breast-height (DBH) of 4 inches or greater will be mapped and tree condition and level of expected impact will be documented. A tree protection zone will be mapped and displayed on a graphic of the project site. The tree protection zone will be defined as the area within the tree dripline out to approximately 5-feet from the dripline to account for the tree's critical root zone. The methods and results of the tree inventory will then be incorporated into the BRA.

This scope of work does not include agency consultation.

Deliverables:

- A BRA in electronic format (Microsoft Word and/or PDF) for city review

Assumptions:

- Assumes one round of review and response to comments from the city
- No agency coordination will be necessary
- The limited field work included in this task will be conducted as part of Task 2 and therefore, all time and expenses for the field effort is included in Task 2

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A stand-alone arborist report will not be prepared.
The BRA will include an assessment of the potential impacts to the Sister Witness Tree, as is required. Based on conversations with the project engineer, The Consultant understands and assumes there won't be impacts to the tree as a result if the proposed project, which will result in a minimal and straightforward explanation and statement as such in the BRA. However, if the mapping and evaluation of the tree protection zones included as part of this task reveals that project activities may result in impacts to the Sister Witness Tree, additional impact assessments may be necessary and can be provided under additional authorization.

Task 2 – Aquatic Resources Delineation

The Consultant shall conduct a review of potential jurisdictional waters within the project footprint, specifically San Jose Creek and any adjacent wetlands/waters, using the most current regulatory guidance and methodologies provided by the USACE, CDFW, and CCRWQCB. This review will build on and reference previous reviews completed within the project. The final determination regarding jurisdictional resources will be made by the resource agencies; for this reason, the term "potential" is used when discussing jurisdictional waters. All potential wetlands and non-wetland waters of the U.S. (WOUS) will be delineated onsite, in accordance with the following:

- Wetlands Delineation Manual (Environmental Laboratory 1987)
- Guidelines for Jurisdictional Determinations for Waters of the United States in the Arid Southwest (USACE 2001)
- Regulatory Guidance Letter No. 05-05: Ordinary High Water Mark Identification (USACE 2005)
- Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) (USACE 2008a)
- A Field Guide to the Identification of the Ordinary High-Water Mark (OHWM) in the Arid West Region of the Western United States (USACE 2008b)
- Updated Datasheet for the Identification of the Ordinary High-Water Mark (OHWM) in the Arid West Region of the Western United States (USACE 2010)
- Code of Federal Regulations sections that pertain to factors constituting the OHWM for non-wetland waters ("other waters") (33 CFR 328.3 and 33 CFR 328.4)
- The City of Goleta's New Zoning Ordinance (2020)
- The California Coastal Act (California Coastal Commission 2022)

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Potential CDFW jurisdiction will be delineated in accordance with Section 1602(a) of the California Fish and Game Code (CFGC), including streambeds to the top of the bank and associated riparian vegetation, whichever is greater.

Potential CCRWQCB jurisdiction will be consistent with the agency's established practice, limited to the top of the physical bank or the landward dripline of riparian vegetation, whichever is broader.

The results of the jurisdictional delineation will be presented in a Jurisdictional Delineation Report (JDR) suitable for submittal as an attachment to the permit applications/notifications discussed below for this project. The JDR will include a discussion of methodologies and results that detail the background information, field observations and data collected, and a summary of findings. Using a recent high-resolution aerial photograph and topographic map of the project site, Consultant shall overlay data collected using a Global Positioning System (GPS) unit capable of sub-meter accuracy to identify data collection locations and other pertinent biological information for submittal with the report. A project location map, data observation forms, a vegetation community map, and a delineation map will also be included.

Deliverables:

- Jurisdictional Delineation Report (JDR) for USACE, CCRWQCB, and CDFW permit applications/notifications

Assumptions:

- Only one field survey day will be required to conduct the formal jurisdictional delineation and limited field efforts as noted in Task 1.4
- One round of comments on the JDR from the city
- Access and permission to enter will be provided to Consultant in writing prior to the field survey
- No access issues will be encountered during any of the pedestrian surveys

Task 3 -- Regulatory Permitting

Based on basic project information for this stream improvement project, the project is anticipated to require a federal Clean Water Act (CWA) Section 404 permit from the USACE and the issuance of a Water Quality Certification (WQC) from the CCRWQCB pursuant to Sections 404 and 401 of the CWA. It is assumed that the project will qualify for the USACE Nationwide Permit (NWP) Program and not require a higher level of authorization. A Streambed Alteration Agreement (SAA) from the CDFW pursuant to Section 1600 *et seq.* of the CFGC is also anticipated to be required. As San Jose Creek is designated steelhead trout critical habitat, a

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Section 7 consultation with the NMFS will be required. Due to the nature of the project (fish habitat restoration), an alternatives analysis and Compensatory Mitigation Plan are not anticipated to be required, and therefore will not be prepared under this scope. The limited impacts to trees and willow habitat will likely result in agency-requested restoration, and therefore a Restoration Plan will be prepared.

The Consultant shall work closely with the city to quickly identify and gather the appropriate application documentation for the project and coordinate with the agencies to help ensure the permitting process is completed as quickly and efficiently as possible. Consultant shall provide the city with the completed application packages for review and comment prior to submittal to the resource agencies. The following tasks include anticipated services necessary to obtain permits/authorizations for proposed impacts to jurisdictional waters onsite.

Task 3.1 – USACE Nationwide Permit PCN Preparation

Under Section 404(e) of the CWA, the USACE can issue NWPs to authorize activities that have minimal individual and cumulative adverse environmental effects. Consultant anticipates that NWP 27 for Aquatic Habitat Restoration, Enhancement, or Establishment Activities will be applicable to the project. As part of this proposed scope of work, Consultant shall prepare a USACE Pre-Construction Notification (PCN) checklist for NWP 27 and supporting documents. Consultant shall rely on waters data collected in Task 2 for the project to determine limits of jurisdiction. Consultant shall submit the PCN package to the city for review, incorporate one round of requested changes, and upon approval, submit the package to the USACE unless otherwise directed.

Deliverables:

- A PCN package for NWP 27, including the PCN checklist, JDR, required maps, and project information

Assumptions:

- NWP 27 will be available and applicable for the project
- PCN is accepted by USACE on first submittal (i.e., applications deemed complete)
- Previously gathered aquatic resources data can be utilized for this project
- Project design plans, including GIS files denoting the limits of permanent and temporary disturbance, will be provided by the city
- Cultural resources review to satisfy the USACE's Section 106 requirements will be provided under Task 4 of this scope of services, and additional review will not be required
- If project design details change during the permitting process, additional Consultant effort and cost will be required

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- The USACE will not require an evaluation of alternatives
- The USACE will view the project as restoration and not require mitigation
- One round of comments on the PCN package from the city

Task 3.2 – CCRWQCB Water Quality Certification Application Preparation

Section 401 of the CWA requires that any person applying for a federal permit or license, which may result in a discharge into WOUS, must obtain a WQC that certifies the activity complies with all applicable water quality standards, limitations, and restrictions. An individual WQC is anticipated to be necessary. The Consultant shall request a virtual pre-application meeting with the CCRWQCB and coordinate with CCRWQCB staff to confirm certification requirements in accordance with the U.S. Environmental Protection Agency's (EPA) Clean Water Act Section 401 Certification Rule. The Consultant shall prepare a WQC application and supporting documentation, provide it to the city for review and comment, incorporate one round of requested changes, and upon approval, submit the application to the CCRWQCB unless otherwise directed. Based on the final site plans, Consultant shall calculate the anticipated CCRWQCB application fee. Based on the nature of the project, an analysis of alternatives is not anticipated to be required and therefore not included in this scope of services.

Deliverables:

- Application for CWA Section 401 WQC and supporting documentation

Assumptions:

- The Consultant shall request and attend one (1) virtual pre-submittal meeting with CCRWQCB staff, concurrent with USACE, and CDFW staff (not to exceed two [2] hours)
- WQC application package will be accepted by CCRWQCB on first submittal (i.e., applications deemed complete)
- The CCWQCB will not require an evaluation of alternatives
- The CCWQCB will view the project as restoration and not require mitigation
- One round of comments on the WQC application package from the city
- The city will be responsible for the WQC application fees and will coordinate the payment of these fees

Task 3.3 – CDFW Streambed Alteration Agreement Preparation

The project is anticipated to require a SAA under Section 1600 *et seq.* of the CFGC. CDFW requires notification through submittal of a Notification of Lake/Streambed Alteration (Notification). The Consultant shall request a virtual pre-submittal meeting with CDFW and coordinate with CDFW staff to confirm

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notification requirements, including the CDFW fisheries team. Consultant shall prepare the Notification and supporting documentation, provide documentation to the city for review and comment, incorporate one round of requested changes, and upon the City's approval, submit the application to the CDFW, unless otherwise directed. As part of the application, payment of a fee to the CDFW is required and dependent on the project cost.

Deliverables:

- A CDFW SAA Notification and supporting documentation

Assumptions:

- The Consultant shall request and attend one (1) virtual pre-submittal meeting with CDFW staff (concurrent with USACE, and CCRWQCB staff) (not to exceed two [2] hours)
- CDFW input on notification requirements, including from the fisheries team, will be provided during the pre-submittal meeting
- The CDFW will view the project as restoration and not require mitigation
- Permit application is accepted by CDFW on first submittal (i.e., applications deemed complete)
- Basic description of project and site conditions and potential for species to occur will be consistent with the information prepared as part of the CEQA addendum in Task 1
- One round of comments on the Notification package from the city
- The city will be responsible for the Notification fees and will coordinate the payment of these fees

Task 3.4 – Permit Tracking and Agency Coordination

Once the applications are submitted, ongoing coordination with the USACE, CCRWQCB, and CDFW is needed to answer questions and help ensure that any potential issues are identified and resolved at the earliest possible opportunity. Coordination may include telephone, email, and/or written correspondence. The Consultant shall provide up to **40 hours** of support post-submittal of the applications/notifications outlined in Tasks 3.1 through 3.3. This support may include requests for additional information, responses to comments, additional meetings, or any other agency request to support the project's interests and schedule. Should additional time be necessary in excess of the **40 hours**, the Consultant shall notify the city prior to exhaustion of this budget.

Deliverables:

- The Consultant shall coordinate and communicate with the agencies during the permit review and approval process

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- Email summaries of meetings and correspondence that include verification of agency requirements or other relevant information
- The Consultant shall review draft permits from the agencies and identify problematic permit conditions
- The Consultant shall coordinate with the city and the agencies to assist in obtaining final permit authorizations

Task 3.5 – Preparation of CCC Coastal Development Permit (CDP) Application and Limited Post-Application Support

The Consultant shall prepare a CDP application for the project for submission to the CCC. The project description completed as a part of the USACE, CCRWQCB, and CDFW applications will be used for permit application submittal, as needed. This task includes:

- Pre-application submittal communications and up to one (1) remote meeting with CCC Staff (if required) concurrent with the pre-application meeting with USACE, CCRWQCB, and CDFW
- Post-application submittal CCC completeness review support and response
- Communication and coordination in support of the CCC hearing including attendance and response to comments (if necessary)
- Posting the CCC notification on site and provide documentation
- Submission of the self-addressed stamped envelopes required by the CCC for noticing
- Limited support from City Planner (subcontractor to Consultant), Laura Bridley, to support the CDP application and processing

Assumptions:

- Includes pre-application submittal communications and up to three (3) remote meetings with CCC Staff (if required) concurrent with the pre-application meeting with USACE, CCRWQCB, and CDFW
- Post-application support and responses, including completeness response letter, communication and coordination in support of the CCC hearing including attendance and response to comments (if necessary)
- Assumes the city will provide the owner noticing list to be included in the initial CCC submittal
- The Consultant shall post the CCC notification on site and provide documentation
- The city will coordinate all signatures required for CCC application including required local approvals for the proposed project, such as zoning variances, use permits, etc., as noted on Local Agency Review Form, Appendix B

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- Biological reviews as part of Tasks 1 and 2, as well as the Cultural Resources review provided in Task 4 will be sufficient for this application, and no additional reviews will be required
- Does not include estimated permit fees; permit fees assumed to be paid directly by the city, if determined to be required after consultation with the CCC (refer to Appendix E page 19 of the CCC CDP application)
- The city will provide project plans that will be suitable for submission to the CCC and include site, grading, and erosion control plans
- Support from the City Planner (contractor to Consultant), Laura Bridley, will be limited to $12,500, to include effort to notice envelopes based on a list of owners within 100-feet, provided by the city

Deliverables:

- CCC CDP Application Package and supporting materials (application, Project Description, biological reports, figures, etc.)
- Summary of on-site posting and notification
- One (1) completeness response letter

Task 3.6 – Informal Section 7 Consultation Support with USFWS and NMFS

The project location within San Jose Creek is designated critical habitat for steelhead trout. Additionally, the southern end of the project is within critical habitat for the tidewater goby. As such, the Consultant expect that the USACE will need to engage in Section 7 consultation with the NMFS as part of permitting, and USFWS if impacts are proposed to critical habitat for tidewater goby. Under Section 7, federal agencies (i.e., USACE) must consult with the USFWS and/or NMFS when any action the agency carries out, funds, or authorizes (such as through a permit; 404 permit) *may affect* a listed endangered or threatened species or designated critical habitat. This process usually begins as informal consultation. Consultations are initiated when the USACE issues a letter to the USFWS or NMFS to request the initiation of Section 7 consultation. It is anticipated that USFWS and NMFS will concur that the project is “not likely to adversely affect” any listed species or designated critical habitat, and no formal consultation will be warranted.

To support the consultations with USFWS and NMFS, the Consultant shall prepare a Biological Assessment (BA) in accordance with the requirements of Section 7(a)(2) of the federal Endangered Species Act (16 United States Code 1536(c)) and interagency implementing regulations at 50 Code of Federal Regulations Part 402. Relevant literature and databases, such as the California Natural Diversity Database, the USFWS and NMFS Critical Habitat maps, prior biological technical studies performed in the project area during previously completed CEQA as well as under Task 1, project plans, aerial photographs, and topographic maps, will be examined. No additional field survey is anticipated.

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The Consultant shall utilize previous general survey results (conducted under Tasks 1 and 2) to document the existing conditions of the project site and evaluate the suitability of habitat for tidewater goby and steelhead trout. The BA will describe habitat suitability and occurrence history of tidewater goby and steelhead trout within the project area. The BA will address effects to tidewater goby, steelhead trout, and their critical habitats and will include conservation measures (incorporated into the proposed action) to reduce the likelihood and magnitude of identified effects, as well as include an effects determination for the steelhead and for its critical habitat.

The Consultant shall anticipate to submit the NWP 27 PCN (Task 3.1) with the BA to the USACE, prior to the commencement of Section 7 consultation.

Deliverables:

- One BA report for Section 7 consultation with USFWS for tidewater goby and its designated critical habitat, and NMFS for steelhead trout and its designated critical habitat

Assumptions:

- Section 7 consultation is limited to USFWS for coordination on tidewater goby and its critical habitat and NMFS for coordination on steelhead trout and its critical habitat. If other species are identified that require consultation, additional authorization may be required.
- The hydrology/water quality analysis completed in the CEQA process for the downstream Hollister Avenue Bridge Replacement Project will be provided to the Consultant by the city, will be adequate for NMFS, and additional review will not be needed
- A formal Section consultation will not be warranted
- The USFWS may request a survey for the tidewater goby, which will be completed under Task 7
-

Task 3.7 – Restoration Plan

The Consultant shall prepare a Restoration Plan to address temporary impacts to protected native trees and riparian habitat within jurisdictional waters that would result from the proposed project. The Restoration Plan will be prepared to satisfy anticipated requirements of the USACE, CDFW, and CCRWQCB requirements, which have jurisdiction over activities affecting San Jose Creek. The Restoration Plan will summarize the project description, restoration objectives, biological setting, and site selection, as well as outline the restoration approach, source of plant materials, seed storage and plant propagation, plant installation methods, performance criteria, schedule, and the long-term maintenance, monitoring, and reporting program.

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Given that the intent of the project is to restore fish passage and provide fish habitat, The consultant shall assume that the project will be viewed as restoration, and temporary impacts will be restored at a 1:1 ratio. The Consultant shall assume that mitigation will not be required. The Consultant shall anticipate that a Restoration Plan proposing restoration of the riparian areas that will be temporarily impacted by the Project will be sufficient, and that limited additional and immediately adjacent land would only be utilized for restoration efforts as needed to address replacement of individual protected native trees that cannot fit within the temporary impact restoration areas, i.e., removing non-native vegetation to allow for installation of native trees an understory.

Deliverables:

- A Restoration Plan in electronic format (Microsoft Word and/or PDF) for city review, either as a standalone document or as part of the project description in the agency permit applications

Assumptions:

- Assumes one round of review and response to comments from the city
- Assumes one round of review and response to comments from CDFW and CCRWQCB; that comments and changes will be limited and will not exceed a total of 5 hours
- The overall project will be viewed as environmentally beneficial by the agencies, and restoration of temporarily disturbed areas will be sufficient, and mitigation will not be required
- A Compensatory Mitigation Plan will not be required
- The Santa Barbara County Flood Control District will approve of the city-approved restoration plan without change

Task 4 – Cultural Resources Review and Coordination

The Consultant shall prepare the necessary cultural resources studies for the project to meet the requirements of the California Environmental Quality Act (CEQA) and Section 106 of the National Historic Preservation Act (NHPA). Typically, the USACE does not accept reports that contain both CEQA and Section 106 language. Therefore, the cultural study will adhere to standards required for NHPA compliance but may be used to inform the project CEQA documents (MND).

Task 4.1 – Area of Potential Effects Map

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In accordance with the regulations of 36 CFR 800.16(d), the Consultant shall prepare an Area of Potential Effects (APE) map that delineates an area of direct impacts (i.e., all areas of project ground disturbance including staging areas). The Consultant anticipates the direct APE will be limited to areas in which improvement activities will occur. The Consultant shall prepare and submit the APE map for approval by the City and the USACE. Upon approval of the APE map by the City and USACE, Consultant shall conduct Tasks 4.2 through 4.6.

Task 4.2 – Cultural Resources Records Search

A cultural resources records search was previously performed for the San Jose Creek Capacity Improvement Project on January 14, 2009 (SAIC 2009). The USACE requires records search results no more than two years old. Therefore, the Consultant shall conduct a California Historical Resources Information System (CHRIS) records search of the project APE and a 0.5-mile radius surrounding it at the Central Coast Information Center (CCIC) located at the Santa Barbara Museum of Natural History. The primary purpose of the records search is to identify previously recorded cultural resources known to exist within or near the APE. In addition to the archaeological inventory records and reports, an examination will be made of historical maps, the National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), the California Historical Landmarks list, California Points of Historical Interest List, California Built Environment Resource Directory and Archaeological Determinations of Eligibility List. The records search will also reveal the nature and extent of any cultural resources work previously conducted within the APE and adjacent vicinity. Due to the COVID-19 pandemic, the CCIC has suspended in-house records search appointments. CCIC staff are experiencing delays and turnaround times are approximately 2 to 3 weeks. Upon APE map approval by the City and USACE, Consultant shall provide the City and USACE with a schedule update.

Task 4.3 – Native American Heritage Commission

The Consultant shall contact the Native American Heritage Commission (NAHC) to request a Sacred Lands File (SLF). The SLF search will indicate whether cultural resources important to Native Americans are present within the vicinity of the APE. This task does not constitute formal Native American Consultation under Assembly Bill 52 (AB 52). The Consultant shall assume the city will manage consultations under AB 52 without the Consultant's assistance. Furthermore, Consultant understands that the USACE manages any consultations under Section 106, internally without assistance from consultants. Limited AB52 support will be provided under Task 6.

Task 4.4 – Local Interested Party Outreach

The Consultant shall contact individuals and/or organizations who may have knowledge of, or concerns with, historic properties in the area. Outreach will

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include inquiries to local governments and local historic groups regarding their knowledge of historic properties in the immediate vicinity of the APE. The Consultant shall follow up with each of these groups via email or by telephone.

Task 4.5 – Pedestrian Survey

Upon completion of the records search, the Consultant shall conduct a Phase I pedestrian survey of the APE. The Consultant archaeologist shall conduct the survey using transects spaced at maximum intervals of 15 meters with transect accuracy maintained through use of a hand-held global positioning system (GPS) unit. Results of the previous records search performed for the San Jose Creek Capacity Improvement Project indicate that no cultural resources are documented within the current project APE. One previously recorded historic-period resource (CA-SBA-2204) and three prehistoric resources (CA-SBA-45, -46, and -1696) were identified within the 0.5-mile search radius and are located approximately 0.3-mile from the APE. Therefore, for the purposes of this scope, the Consultant assumes that no cultural resources will be identified. No artifacts, samples, or specimens be collected during the survey. The Consultant assumes the survey effort will be completed by one archaeologist in a single 8-hour day, inclusive of travel time. The Consultant also assumes that the project APE will only include the approximately 8-acre direct project footprint and that an indirect APE will not need to be surveyed.

Task 4.6 – Cultural Resources Technical Report

The Consultant shall prepare a Cultural Resources Technical Report documenting the results of the cultural study, as well as provide management recommendations for cultural resources within or near the project APE. The report will be included as an appendix to the MND Addendum being prepared for the project under Task 1. The report will be prepared following the California Office of Historic Preservation's Archaeological Resource Management Reports (ARMR): Recommended Contents and Format. The report will include figures depicting the area surveyed and studied for cultural resources. Draft copies of the report (digital pdf) will be submitted to the city and USACE for review and approval. The Consultant assumes one round of revisions based on one round of comments from the city and USACE will be necessary to address cultural resources concerns. Once reviewed, digital copies of the final report will be prepared and submitted. Consultant assumes that consultation with the State Historic Preservation Office (SHPO) will be handled by USACE, and that Consultant shall not be needed for support with the consultation process.

Deliverables:

- One APE Map for review by the city and the USACE
- One Cultural Resources Technical Report

Assumptions:

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- The City of Goleta will serve as the lead agency under CEQA
- The USACE will serve as the lead federal agency under Section 106
- Approximate turn-around time for CCIC records search results is anticipated to be 2 to 3 weeks upon receipt of request
- The survey of the APE will be completed by a single archaeologist in a single 8-hour day, inclusive of travel time
- No artifacts, samples, or specimens be collected during the survey
- No cultural resources will be encountered during the field survey that require recordation, updates, or evaluations for the NRHP or CRHR
- All deliverables will be delivered electronically
- One rounds of revisions based on one round of comments from the city and USACE will be necessary to address cultural resources concerns
- A copy of the Cultural Resources Technical report will be submitted to the CCIC after review and approval by the city and USACE
- Consultation with SHPO will be handled by USACE and that Consultant shall not be needed for support with the consultation process

Task 5 - Project Management and Client Coordination

The Consultant shall be highly responsive to project needs through effective project management and coordination with the various parties involved to ensure all project requirements described above are met and in an efficient and cost-effective manner. The Consultant shall provide regular communication to the city throughout the course of the permitting process regarding project needs, changes, schedule, budget, and deliverables. This task includes miscellaneous activities required to manage the various tasks above such as regular e-mail and telephone communications and other tasks associated with contract administration, invoicing, and client coordination. The task covers internal quality control procedures, which include the Consultant Program Manager and Principal review of all submittals that will be prepared under this work program. This task also includes clerical work and production and shipping of submittals to the agencies. This task is largely comprised of effort for the Consultant's staff to attend the biweekly team calls organized by the city to provide project status and solicit feedback from the city's project team.

This work program will be executed under the direction of the Consultant Principal Regulatory Specialist Christopher Julian and Senior Biologists/Project Managers Julie Love and Elizabeth Atherton, all of whom have extensive experience overseeing similar regulatory permitting projects.

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Task 6 - Assembly Bill 52 Consultation Assistance

The Consultant shall assist the City with AB 52 consultation so the Tribal Cultural Resources section of the MND Addendum can be prepared in support of Tasks 1 and 4. Under AB 52, the city acting as the lead CEQA agency, is required to begin consultation with California Native American tribes that are traditionally and culturally affiliated with the project area prior to the completion of the MND Addendum (Tasks 1.1 and 1.2). Under this task, the Consultant shall assist the city with consultation for AB 52 by requesting a list of AB 52-specific Native American contacts from the NAHC. The Consultant shall provide the city letter templates, checklists, and detailed instructions to ensure meaningful consultation with interested Native American groups can be completed in accordance with AB 52.

Task 7 – Tidewater Goby Presence/Absence Survey

If a survey is requested for the tidewater goby by the USFWS during the informal consultation in Task 3.6, Consultant shall develop a plan to effectively conduct these surveys to meet the guidelines identified by USFWS and provide a high probability of locating any potential gobies located within the project area. The Consultant shall prepare and file notifications with the CDFW and USFWS to obtain approval to complete the protocol survey, as required per the USFWS Recovery Permit for tidewater goby and CDFW Scientific Collecting Permit protocols.

The survey will be carried out in a single survey day to assess the presence or absence of tidewater goby and led by Ms. Julie Love who holds a USFWS Recovery Permit for tidewater goby (No. TE-217402-2). Ms. Love will serve as the “qualified biologist” who has been fully trained and authorized to survey for and potentially handle tidewater gobies as required by USFWS protocol. Two support biologists will assist the qualified biologist. The survey results will be documented and provided via a brief memorandum to be provided to the USFWS and CDFW.

Deliverables:

- Notifications to the CDFW and USFWS for protocol-survey approval
- Memorandum with survey results in support of the Section 7 informal consultation with USFWS

Assumptions:

- One survey day will be performed, limited to 10 hours each for three personnel (inclusive of travel)
- The survey report will be supplied to the city within two weeks following the completion of the survey effort

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- The Consultant “qualified biologist” shall be based out of the Santa Barbara office and complete one survey day, to be joined by two associate biologists
- Costs include expenses for fisheries equipment, including water quality testing and netting

Task 8 – Incidental Take Permit Preparation, Submittal, and Limited Coordination

The Consultant shall prepare and submit an Incidental Take Permit (ITP) application for project impacts to steelhead trout. The application will be in letter format, organized in accordance with the permit application requirements set forth in CDFW regulations at 14 CCR 783.2. In addition to standard applicant and project information, the ITP application must also include the following:

- The common and scientific names of the species to be covered by the permit and the species' status under CESA, including whether the species is the subject of rules and guidelines pursuant to Section 2112 and Section 2114 of the Fish and Game Code
- A complete description of the project or activity for which the permit is sought
- The location of where the project or activity is to occur or to be conducted
- An analysis of whether and to what extent the project or activity for which the permit is sought could result in the taking of species to be covered by the permit
- An analysis of the impacts of the proposed taking on the species
- An analysis of whether issuing the ITP would jeopardize the continued existence of a species, including consideration of the species' capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of (A) known population trends, (B) known threats to the species, and (C) reasonably foreseeable impacts on the species from other related projects and activities
- Proposed measures to minimize and fully mitigate the impacts of the proposed taking
- A proposed plan to monitor compliance with the minimization and mitigation measures and the effectiveness of the measures
- A description of the funding sources and the level of funding available for implementation of the minimization and mitigation measures
- Certification language as required by CDFW

The Consultant shall be available to coordinate with the city and the CDFW during review of the ITP application letter as described under the cost assumptions below.

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Deliverables:

- ITP Application in electronic letter format

Assumptions:

- The Consultant shall review two rounds of consolidated comments from the City as well as associated revisions prior to submittal. The Consultant cost assumes revisions would be relatively minor.
- The Consultant shall review one round of consolidated comments from CDFW as well as associated revisions. The Consultant cost assumes revisions would be relatively minor.
- No additional surveys or reconnaissance site visits are necessary to complete the ITP application. The Consultant shall assume that surveys and site visits conducted under Task 2 will be sufficient to complete the application and describe existing conditions.
- Previous project design and modelling work to satisfy NMFS will be acceptable to CDFW and not need to be revisited
- The Consultant shall assume presence of steelhead trout; intensive fish surveys are not proposed
- The Consultant scope and cost does not includea mitigation plan since the Consultant shall assume that no compensatory mitigation for habitat impacts will be required due to restorative nature of the project for this species If required by CDFW, the Consultant shall prepare this plan under an additional scope and cost.
- Cost includes up to 20 hours of coordination time with CDFW and city outside of application preparation and addressing comments
- The city will be responsible for the application fees and will coordinate the payment of these fees

ASSUMPTIONS

The Consultant has made the following general assumptions regarding the overall work project and program:

- The city will provide supporting digital files, georeferenced CAD files, and other information and data required for the surveys, JDR, and permit applications
- Meetings will be conducted every two weeks to discuss project status and updates
- The resource agencies will adhere to typical permit processing timeframes
- Existing project plans, analyses, and technical reports will be adequate for agency permit processing

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- Digital copies of application materials will be submitted to the city. One round of minor revisions to the applications will be necessary following review.
- If the resource agencies require preparation of more comprehensive application materials or extensive consultations than assumed above, the Consultant shall notify the City immediately and determine if an amendment to the work scope is necessary
- If rare plants are identified, additional surveys may be required that can be authorized under separate cover.
- While not anticipated, the Consultant shall notify you immediately if the Consultant confirm that an archaeological resource is identified within the project site during the records search or pedestrian field survey.

SCHEDULE

The Consultant shall initiate this project immediately following receipt of a signed contract and written Notice to Proceed (NTP), but it is understood that sufficient design of the project will be required prior to commencing on most tasks, expected early 2023. The duration of the tasks is expected to be 12 to 18 months.

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EXHBIT B
Schedule of Fees

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	$295
Director II	$295
Principal I	$285
Director I	$285
Senior Supervisor II	$268
Supervisor I	$250
Senior Professional II	$234
Senior Professional I	$218
Professional IV	$194
Professional III	$180
Professional II	$160
Professional I	$143
Associate III	$120
Associate II	$107
Associate I	$100
Field Technician	$86
Data Solutions Architect	$180
Senior GIS Specialist	$172
GIS/CADD Specialist II	$153
GIS/CADD Specialist I	$138
Technical Editor	$135
Project Accountant	$115
Billing Specialist	$98
Publishing Specialist	$110
Clerical	$98

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	$0.25 (single-sided), $0.45 (double-sided)
Photocopies – Color	$1.55 (single-sided), $3.10 (double-sided)
Photocopies – 11 x 17	$0.55 (B&W), $3.40 (color)
Oversized Maps	$8.50/square foot
Digital Production	$15/CD, $20/flash drive

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Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 5%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Equipment	Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	$160
Four Gas Monitor	$137
Flame Ionization Detector	$110
Photo Ionization Detector	$82
Hand Auger Sampler	$62
Water Level Indicator, DC Purge Pump	$46
CAPDash	$7,500
Natural Resources Field Equipment	
UAS Drone	$276
Spotting or Fiberoptic Scope	$170
Pettersson Bat Ultrasound Detector/Recording Equipment	$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	$113
GPS (Sub-meter Accuracy)	$67
Infrared Sensor Digital Camera or Computer Field Equipment	$57
Scent Station	$23
Laser Rangefinder/Altitude	$11
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	$9
Mammal Trap, Large/Small	$1.55/$0.55
Water and Marine Resources Equipment	
Boat (26 ft. Radon or Similar)	$621
Boat (20 ft. Boston Whaler or Similar)	$345
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	$62
Refractometer (Salinity) or Turbidity Meter	$38
Large Block Nets	$114
Minnow Trap	$98

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Net, Hand/Large Seine	$57
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	$57
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	$57/diver
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	$57

Effective January 1, 2023

ATTACHMENT 12

Professional Design Services Agreement 2024-088 with Mark Thomas and Company, Inc.

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Project Name: San Jose Creek Multipurpose Path Northern and Southern Segments

AGREEMENT FOR PROFESSIONAL DESIGN SERVICES BETWEEN THE CITY OF GOLETA AND MARK THOMAS AND COMPANY, INC

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") is made and entered into this 17 day of September, 2024, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **MARK THOMAS AND COMPANY, INC.**; a Stock Corporation (herein referred to as "CONSULTANT").

SECTION A. RECITALS

1. The CITY has a need for professional design services for the San Jose Creek Multipurpose Path Northern and Southern Segments Project; and

2. 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

3. The CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260; and

4. The City Manager approved this AGREEMENT pursuant to Goleta Municipal Code section 3.05.070.

SECTION B. TERMS

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 Design Services in conjunction with the San Jose Creek Multipurpose Path Northern and Southern Segments Project shall generally include assistance in coordination with Union Pacific Railroad and the California Public Utilities Commission for

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approvals related to the project 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 $42,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Rate Schedule marked Exhibit "B," 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.

(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 Exhibit B, if one is included as part of this agreement. 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.

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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. 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, 2026, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

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

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Pat Somerville 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.

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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.

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Insurance shall include the following (or broader) coverage:

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

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

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

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

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

a) 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 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

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through a period no less than three years after completion of the services required by this agreement.

d) Except for professional liability insurance, 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.

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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.

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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.

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19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. NONDISCRIMINATION

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 CONSULTANT to the penalties provided for in Labor Code Section 1735.

22. TAXPAYER IDENTIFICATION NUMBER

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

23. NON-APPROPRIATION OF FUNDS

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

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24. MODIFICATION OF AGREEMENT

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

25. USE OF THE TERM "CITY"

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

26. PERMITS AND LICENSES

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

27. CAPTIONS

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

28. AUTHORIZATION

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

29. ENTIRE AGREEMENT BETWEEN PARTIES

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

30. PARTIAL INVALIDITY

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

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31. NOTICES

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

TO CITY:	Attention: Robert Nisbet, City Manager City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117
TO CONSULTANT:	Attention: Pat Somerville, PE Mark Thomas and Company, Inc. 2121 Alton Parkway, Suite 210 Irvine, CA 92606

32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

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

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

CITY OF GOLETA

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

CONSULTANT

DocuSigned by:
Zach Siviglia
CA806E0D547E42F...
_____, President

ATTEST

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

DocuSigned by:
Robert Brogan
BB7CAF32168B473...
_____, Secretary

APPROVED AS TO FORM:
ISAAC ROSEN, ACTING CITY ATTORNEY

Signed by:
Scott Shapses
4218AF313C014E2...
_____, Deputy City Attorney

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EXHIBIT A
SCOPE OF WORK

Task 1 – Management, Administration & Meetings

Provide overall management, administration and reporting for Mark Thomas. This task includes meetings with City and your design Consultant (Dewberry) staff. 10 virtual meetings are included.

Task 2 – Review of Current Project Materials

Mark Thomas will review all materials, including plans, studies and reports, from the most recent submittal made to the UPRR, including UPRR comments and City Consultant responses. This review will form the strategy for the resubmittal of materials and may require further revision to plans, reports, calculations and response to comments to ensure UPRR comments are property addressed. One field review, outside of the UPRR right of way, will be provided in this task to visit the project site to better ascertain the site conditions.

Task 3 – UPRR Coordination

Assume the role as the lead coordinator with the UPRR and function as the single point of contact. Provide coordination and review of all submittal materials prior to the Phase “C” (60% resubmittal) and Phase “D” (100%) submittals per the UPRR & BNSF Guidelines for Railroad Grade Separation Projects (Guidelines). Effort includes the coordination with the City’s design consultant, review of UPRR comments, and strategize and assist in development of responses. It is anticipated that multiple submittals at both the Phase “C” and “D” submittals will be required.

Upon final approval of the “D” submittal, will assist the City in the review of the UPRR Construction and Maintenance (C&M) agreement.

Task 4 – CPUC Coordination

Our efforts will include the review and coordination of the formal application for the new grade separated trail prepared by the City and/or Consultant, coordination with the CPUC staff, and participation in meetings and hearings.

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EXHIBIT B
RATE SCHEDULE

		Sr. Engineering Manager	Technical Lead	Sr. Project Engineer	Sr. Project Accountant	Sr. Project Coordinator	Total Hours	Total Cost
	Billing Rate:	$380	$242	$200	$165	$154		
	UPRR/CPUC Coordination Services							
1.0	Management, Administration, Meetings	12			6	12	30	$7,398
2.0	Review of Current Project Materials	6	4	8			18	$4,848
3.0	UPRR Coordination	34	8	40			82	$22,856
4.0	CPUC Coordination	8		16			24	$6,240
							0	$0
	Subtotal Phase	**60**	**12**	**64**	**6**	**12**	**154**	**$41,342**
TOTAL HOURS		**60**	**12**	**64**	**6**	**12**	**154**	
OTHER DIRECT COSTS								**$658**
TOTAL COST		**$22,800**	**$2,904**	**$12,800**	**$990**	**$1,848**		**$42,000**

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Mark Thomas & Company Rate Sheet

Staff/Project Role	Hourly Rate
Sr. Engineering Manager	$380
Engineering/Design Manager	$312
Sr. Project Manager/Technical Lead	$270
Project Manager/Technical Lead	$242
Sr. Project/Technical Engineer	$200
Project Engineer	$173
Design Engineer II	$147
Design Engineer I	$121
Sr. Project Accountant	$165
Sr. Project Coordinator	$154

Reimbursables will be invoiced at cost.