

Agenda Item A.11 **CONSENT CALENDAR** 

Meeting Date: December 7, 2021

TO: Mayor and Councilmembers

FROM: Jaime Valdez, Neighborhood Services Director

**CONTACT:** JoAnne Plummer, Parks and Recreation Manager

SUBJECT: Award of Contract to KTU&A for outreach and design services for the

Renovation of Stow Grove Park

#### **RECOMMENDATION:**

Authorize the City Manager to enter into a Professional Design Services Agreement with KTU&A for outreach and design services for the renovation of Stow Grove Park in an amount not to exceed \$139,939, expiring December 30, 2022 (Attachment 1).

#### **BACKGROUND:**

In 2015, the Multi-Purpose Field at the north end of Stow Grove Park was identified as needing renovation through the priorities listed in the adopted Recreation Needs Assessment. Understanding that the community values this park, the public outreach efforts launched with a survey asking questions that were inclusive of the entire park, providing information for future phases. The results of this survey were shared with the Parks and Recreation Commission in December of 2020 and with City Council in March of 2021.

The initial outreach process resulted in an astonishing community response with over 750 completed surveys received. The data obtained in this process confirmed the community's affinity for this treasured park location. The responses verified that there are many elements of the park in need of improvement.

At the City Council meeting of March 3, 2021, a recommendation to direct staff to prepare conceptual documents for the renovation of Stow Grove Park, in its entirety, which may be phased for future projects was supported. This approach will provide the City of Goleta the opportunity to look at the entire park, addressing deficiencies related to aging infrastructure and accessibility compliance, while maintaining the unique, historic and treasured experience of Stow Grove Park.

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#### DISCUSSION:

On August 16, 2021, a Request for Proposals (RFP) for outreach and design services for the renovation of Stow Grove Park was released. The RFP closed on Thursday, September 16<sup>th</sup> with eleven different firms submitting proposals for consideration--four were ultimately selected for interviews. On October 6<sup>th</sup>, two members of the Parks and Recreation Commission, along with representatives from the Public Works and Neighborhood Services Departments interviewed the four firms and after background and reference checks were conducted, KTU&A was selected as the firm most qualified to deliver the project.

It is anticipated that the project will kick off in the new year and take approximately six to eight months to complete. The project scope includes outreach efforts, initial studies and the development of a conceptual design that could be phased into separate projects if desired. The Professional Design Services Agreement includes \$15,000 for extra services if required by the project. These extra services include additional needs and/or studies, not included in the proposal, related to geotechnical, topography, electrical, structural, mechanical, plumbing, survey, and environmental services.

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

City-Wide Strategy: Support Community Vitality and Enhanced Recreational

Opportunities

Strategic Goal: Support programs that enhance quality of life in the Goleta

community such as recreation, public safety, human services, and

cultural arts

#### **FISCAL IMPACTS:**

There are no additional funds requested for this phase of the project, as current allocations are adequate for the design and preliminary environmental needs.

		Stow Grove Park Renovation Design (CIP 9074)					
Fund Type	Account		Account Type	Approved Allocations	Appropriation Requested	(Total not to exceed amount)	
PARK DIF	221-90- 9074-57070		Design	\$140,000	0	\$139,939	
PARK DIF	221-90- 9074-57071		Construction	\$760,000	0	0	

#### ALTERNATIVES:

Not awarding this contract at this time would not allow this project to advance with additional outreach and conceptual design.

Meeting Date: December 7, 2021

**Reviewed By:** 

**Legal Review By:** 

Approved By:

Kristine Schmidt
Assistant City Manager

Megan Garibaldi City Attorney

DM. agan of

Michelle Greene

City Manager

# **ATTACHMENTS:**

1. Professional Design Services Agreement between KTU&A and the City of Goleta regarding the outreach and design services for the Renovation of Stow Grove Park.

# Attachment 1

Professional Design Services Agreement between KTU&A and the City of Goleta regarding the outreach and design services for the Renovation of Stow Grove Park

**Project Name: Stow Grove Park Renovation** 

# AGREEMENT FOR PROFESSIONAL DESIGN SERVICES BETWEEN THE CITY OF GOLETA AND KTU&A

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") is made and entered into this \_\_\_\_\_ day of December, 2021, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and KTU&A, a California Corporation (herein referred to as "CONSULTANT").

#### SECTION A. RECITALS

- 1. The CITY has a need for professional landscape architectural services for the Stow Grove Park Renovation 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 Council, on this 7 day of December, 2021, 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.

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#### 2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional design and engineering services in conjunction with the Stow Grove Park Renovation Project. Services shall generally include public outreach, landscape, architectural, site planning and preliminary engineering services related to the design of the renovation, 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 \$139,939 (herein "not to exceed amount"), which includes \$124,939 for the Scope of Services included in Exhibit A and \$15,000 for Extra Services pursuant to Section 4, 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 30, 2022, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT. Contingency amount shall only be used with the written authorization of the Project Manager.

**(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.

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#### 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. <u>CITY PROJECT MANAGER AND SERVICES BY CITY</u>

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 JoAnne Plummer, 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 30, 2022, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

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

#### 7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes

City of Goleta Neighborhood Services Department and KTU&A Page 3 of 26 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. Matt Wilkins 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

- 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. 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

City of Goleta Neighborhood Services Department and KTU&A Page 4 of 26 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. <u>INSURANCE</u>

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

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

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

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- 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 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.

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- h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

# 11. RELATIONSHIP OF CONSULTANT TO CITY

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

# 12. CORRECTIONS

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

#### 13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be

City of Goleta Neighborhood Services Department and KTU&A Page 7 of 26 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. <u>AUDIT OF RECORDS</u>

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

City of Goleta Neighborhood Services Department and KTU&A Page 8 of 26 implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

#### 17. CONFLICT OF INTEREST

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

#### 18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

# 19. MITIGATION OF DAMAGES

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

#### 20. GOVERNING LAW

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

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#### 21. NONDISCRIMINATION

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

#### 22. TAXPAYER IDENTIFICATION NUMBER

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

# 23. NON-APPROPRIATION OF FUNDS

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

#### 24. MODIFICATION OF AGREEMENT

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

#### 25. USE OF THE TERM "CITY"

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

#### 26. PERMITS AND LICENSES

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

#### 27. CAPTIONS

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

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#### 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: Michael Singleton, President

KTU&A

3916 Normal Street San Diego, CA 92103

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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.

CITY OF GOLETA	CONSULTANT
Michelle Greene, City Manager	Michael Singleton, President
ATTEST	
Deborah Lopez, City Clerk	
APPROVED AS TO FORM: MEGAN GARIBALDI, CITY ATTORNEY	
Winnie Cai, Assistant City Attorney	

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# EXHIBIT A SCOPE OF WORK

PHASE 1 PROJECT KICK-OFF, INVENTORY/ANALYYSIS, & SITE INVESTIGATION

# Phase 1A – Kick-off, Inventory & Analysis

The initial kick off and inventory phase will help set the project foundation by developing an outreach and branding plan that will be used to successfully navigate through the community input tasks and by establishing a firm understanding of the project by reviewing and assessing the existing site asbuilts, data, site conditions, buildings, and other key elements of the park.

This phase includes the following sub-tasks:

- Kick-off meeting/site visit
   The project team will facilitate a kick-off meeting with the City. The kick-off meeting will be followed by a site visit. The team will prepare the needed materials to facilitate the meeting and will generate meeting minutes following the meeting.
- Refine project outreach plan & develop branding The project team will refine the project outreach plan that was proposed as part of the project. The plan will include ideas for outreaching the various members of the community and stakeholders. The team will also develop branding material for the project including a project logo, color standards, and other materials as desired for the successful branding and outreach for the project.
- Review and assess existing site as-builts and data
   The project team will review and assess existing site as-builts and data for
   the project as provided by the City. The team will do additional research
   and gather all material for the thorough review of the project site and
   context.
- Review and assess existing site conditions
   The team will review and assess existing site conditions and perform a
   thorough site analysis to help further direct the site reporting and
   investigation phase. This may be done following the kick-off meeting or
   during an additional site visit as needed.
- Review and assess existing buildings
   The project architect and design team will review and assess existing buildings on site including any as-built information and/or data provided by the City.

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#### Phase 1B – Site Reporting & Investigation

The site reporting and investigation phase is for generating a thorough understanding of the project site. This task is critical for creating a solid foundation of information for the project team to further design upon and to ensure that site constraints will not impact further design suggestions. The tasks included are to further update previous studies based on the team's needs and providing a final memo and maps for the City's review.

This phase includes the following sub-tasks:

- Partial topographic survey
  - The team will complete a partial topographic survey as needed based on the previous survey work done at the site. Upon further review, the team's survey crew will mobilize the site and take the needed content for base map establishment.
- Base map generation
  - Upon further establishment of the topographic survey, the design team will generate a base map for the use of the project team throughout the duration of the project. The team will combine the previously surveyed information, partial survey, and additional tree inventory and environmental survey data and complete a base in AutoCAD.
- Protected tree inventory
  - There is currently no Tree Protection Ordinance in place in the City. General Plan policy CE 9 states that all mature native trees are protected but does not define the size requirement for protection. Protected trees include all mature native trees with at least one trunk with a diameter at breast height (DBH) of eight inches or greater. The protection size threshold of live oaks in the City's Grading Ordinance Guidelines for Native Oak Tree Removal in the City's Municipal Code was referenced and will be utilized to determine protected native trees.

The design of the park is anticipated to require minimization and avoidance of impacts to protected trees. Based on Rincon's past experience assisting the City with open space management at Stow Grove Park, we understand that ISA Certified Arborist Bill Spiewak conducted an inventory of 279 redwoods at the park in 2014 and that the City considers the 2014 redwood inventory as adequate for aiding in the design process. As such, Rincon will exclude the 279 redwood trees from this tree inventory task. We estimate that there are approximately 150 protected trees within the park excluding the 279 redwood trees.

A Rincon Arborist will conduct a tree survey to locate and identify up to 150 City protected trees with any portion of their canopy dripline within the park. Field locations of all protected trees and their driplines will be provided by Rick Engineering. Rincon will confirm and use the locations of

City of Goleta Neighborhood Services Department and KTU&A Page 14 of 26 trees from the survey-grade accurate locations provided by Rick Engineering. Rincon will collect field locations using a global positioning system (GPS) device with sub-meter accuracy, for any additional protected trees not included in Rick Engineering's survey. Trees that are included in Rick Engineering's survey that do not meet the protection requirements discussed above will be labelled as "non-native" or "undersized."

The following information will be documented for each protected tree: scientific and common names; diameter at breast height (DBH); crown height and spread; evaluation of physical condition including identification of biotic or abiotic disorders (disease, insect infestation, necrosis, mainstem dieback, leaf chlorosis) and physical hazards (broken or hanging limbs, cracks, abnormal leaning, weak attachments). A letter grade (e.g. A=excellent, F=dead) will be assigned to each tree based on vigor, overall health, aesthetics, and balance. A unique tree identification number will be assigned to each tree and the trees will be tagged with a corresponding metal tag (existing tree numbers, such as for the redwoods, will be used).

Rincon will provide the results of the tree survey in a brief memorandum, including a Protected Tree Matrix in an excel file format and/or portable document file (PDF). Rincon will also provide computer-aided design (CAD) file or KMZ file of the protected tree trunk, dripline locations, and tree IDs that can be utilized during project design.

# Assumptions:

- Rincon assumes that up to 150 protected trees will be present on site and surveyed.
- A CAD or KMZ file of surveyed tree locations will be provided by Rick Engineering prior to the survey
- The survey will be completed by one arborist and one biologist over three days.
- Printed copies can be provided at an additional charge.
- Baseline environmental resources survey

A field survey will be conducted to accurately record location of natives, non-natives, vegetation communities, ESHA(s), and land cover types. Expected on-site ESHAs include native upland woodlands/savannahs. The existing site conditions will be referenced to develop restoration project success goals and monitoring methods.

Rincon will provide the results of the environmental resources survey in a brief memorandum, including a computer-aided design (CAD) file or KMZ file of the natives, non-natives, vegetation communities, ESHA(s), and land cover types.

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# Assumptions:

- One Rincon Senior Restoration Ecologist and one Rincon Arborist will conduct the field survey (not to exceed 10 hours, including travel to and from the property).
- Rincon assumes that no potential jurisdictional features will be present in Stow Grove Park; as such, a formal jurisdictional delineation per U.S. Army Corps of Engineers standards will not be conducted.
- Inventory and analysis memo & maps

Following the completion of all field work, the team will develop an inventory and analysis memo which summarizes all the data findings for the project. The team will include the needed maps and pertinent information as needed for the memo.

# <u>Phase 1C – Phase Management</u>

This task includes the meetings, management, and quality assurance and control tasks for the phase.

This task includes the following sub-tasks:

- Client meetings (2 total)
  - The team will be available for two teleconference or videoconference client meetings for this project phase.
- Management & QAQC

This task includes the time to manage and administrate the phase along with doing quality assurance and control on all materials that are sent to the City.

#### Deliverables:

- Project outreach plan & branding
- Boundary/topographic survey update
- Protected tree inventory
- Baseline environmental resources survey
- Inventory and analysis memo

#### Meetings:

- One (1) in person kick-off meeting
- Two (2) client teleconference or videoconference meetings

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#### PHASE 2 PUBLIC PARTICIPATION PROCESS & DESIGN EXPLORATION

#### Phase 2A - Public Design Charrette & Program Validation

This is a vital phase for the development and confirmation of the park program. The initial site survey provides insights to the project program; however, further validation and confirmation of this program is needed to establish the conceptual options for public input. The team believes this is an opportune time to have initial discussions with key stakeholder groups, the steering committee, and public at large. The sub-tasks included will help facilitate the program and establish consensus on key design features, areas, and ideas that the team will use to further design the park. The team will populate an online survey with the visual preference boards and space diagrams to help get the desired direction from the community. Following the public meetings, the team will document the findings into a community engagement summary.

This phase includes the following sub-tasks:

- Visual preference boards and space diagrams / footprints & descriptions for building/s (6 total)
  - The team will develop a total of 6 visual preference boards and spatial diagrams for the site to be used in the public outreach during this initial phase. The team will also develop footprints and descriptions for the building/s on the site to be used for the phase as well. No elevations or perspective renderings will be required.
- Public online survey #1
   The team will develop a public online survey using Survey Monkey which would be shared with the public for initial program confirmation. The team will populate the survey with the materials in task 2.1 and will include additional questions and other items as deemed necessary for the desired input for this phase.
- Steering Committee Meeting #1
   The team will meet with the steering committee for the project via teleconference or videoconference to get input on the project direction and to confirm that the materials that are we are intending on submitting are adequate for the project.
- Stakeholder meeting #1a
- Stakeholder meeting #1b

The team will meet with both stakeholder groups a & b that are identified during the project kick-off meeting and as outlined in the outreach plan. The team may use the materials developed in task 2.1 to help facilitate these meetings. The meeting will be held via teleconference or videoconference and will be documented by meeting minutes that the team generates.

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- Public community mtg #1 (public design charrette)
  The team will participate in one public community meeting using the materials developed in task 2.1 and using the public online survey. The team will facilitate the meeting in person and/or by using live streaming tools and interactive tools such as Jamboard and Miro to further engage community members who would like to join a virtual session. The team will provide Spanish translation at the event and on the online versions of the workshops. For those who miss the workshop, the materials will be accessible via online surveying, recordings, and other online material as needed.
- Community engagement summary #1 (program outline)
   Following the conclusion of all the outreach under phase 2A, the team will
   document all findings and develop a summary outline of the input for the
   City's review. This may be developed in Word, pdf or in PowerPoint and
   may be presented to the City in one of the project meetings as identified in
   task 2.13.

#### Phase 2B – Conceptual Exploration

This phase involves the conceptual exploration of the site and development of three concept design plans for the community's input. The subtasks are structured to help gain input from the steering committee and City staff prior to the public meeting. The team believes stakeholder meetings for this task are not essential as they are able to participate in the public community meeting to weigh in on their desires and intentions. The team will refine the plan and generate all of the materials needed for the second public community meeting. The team will also populate an online survey with the three plan graphics and questions to help get the desired direction from the community. Following the public meetings, the team will document the findings into a community engagement summary.

The phase includes the following sub-tasks:

- Generate initial design concept plans (3 total)
   For the purposes of facilitating this phase, the project team will develop three design concept plans for the community's input. These plans will be conceptual in nature, capturing major design ideas and themes as it relates to the programmatic ideas expressed by the community via the outreach completed in phase 1 of the project.
- Public online survey #2
   The team will develop a public online survey using Survey Monkey which could be shared with the public for initial program confirmation. The team will populate the survey with the materials in task 2.8 and will include additional questions and other items as deemed necessary for the desired input for this phase.

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- Steering committee meeting #2
  - The team will meet with the steering committee for the project via teleconference or videoconference to get input on the project direction and to confirm that the materials that are we are intending on submitting are adequate for the project.
- Public community meeting #2 (review of 3 designs)

  The team will participate in one public community meeting using the materials developed in task 2.8 and using the public online survey. The team will facilitate the meeting in person and/or by using live streaming tools and interactive tools such as Jamboard and Miro to further engage community members who would like to join a virtual session. The team will provide Spanish translation at the event and on the online versions of the workshops. For those who miss the workshop, the materials will be accessible via online surveying, recordings, and other online material as needed.
- Community engagement summary #2 (design input summary)
   Following the conclusion of all the outreach under phase 2B, the team will document all findings and develop a summary outline of the input for the City's review. This may be developed in Word, pdf or in PowerPoint and may be presented to the City in one of the project meetings as identified in task 2.13.

#### Phase 2C – Phase Management

This task includes the meetings, management, and quality assurance and control tasks for the phase.

This task includes the following sub-tasks:

- Client meetings (6 total)
  - The team will be available for six client teleconference or videoconfrence meetings for this project phase.
- Management & QAQC
  - This task includes the time to manage and administrate the phase along with doing quality assurance and control on all materials that are sent to the City.

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#### **Deliverables:**

- Six (6) visual preference boards and space diagrams / footprints & descriptions for building/s
- Public online survey #1
- Community engagement summary #1
- Three (3) initial design concept plans
- Public online survey #2
- Community engagement summary #2

#### Meetings:

- Six (6) client meetings
- Steering committee meeting #1
- Stakeholder meeting #1a
- Stakeholder meeting #1b
- Public community meeting #1
- Steering committee meeting #2
- Public community meeting #2

#### PHASE 3 | FINAL CONCEPTUAL DESIGN PLANS & PRESENTATIONS

#### Phase 3A – Conceptual Refinement

This phase will take the input from the three concept plans and develop them into one final conceptual plan for community input. The task is structured to meet with the steering committee and stakeholder groups prior to developing the plan so that we can confirm any issues and/or concerns with them prior to finalizing the plan. The team will likely take the major conceptual themes and ideas from the highest voted plan and plan amenities and refine them into one plan. The team will populate an online survey with the final plan graphics and questions to help get the desired direction from the community. Following the public meetings, the team will document the findings into a community engagement summary.

This task includes the following sub-tasks:

- Steering Committee Meeting #3
   The team will meet with the steering committee for the project via teleconference or videoconference to get input on the project direction and to confirm that the materials that are we are intending on submitting are adequate for the project.
- Stakeholder meeting #2a
- Stakeholder meeting #2b

Prior to developing a final conceptual plan graphic, the team will meet with both stakeholder groups a & b that are identified during the project kick-off

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meeting and as outlined in the outreach plan. The team may use the materials gathered from the previous outreach effort to help facilitate this meeting and to ensure that the items desired by the community are understood and discussed with the stakeholder groups. The meeting will be held via teleconference or videoconference and will be document by meeting minutes that the team generates.

- One final conceptual plan graphic
  - The team will generate one final conceptual plan graphic following the input gathered from the second public community survey and meetings. The plan will be developed in a schematic manner showing the relative location of all proposed design items. This plan will be used for further confirmation from the community of the placement of various items and elements.
- Public online survey #3
  - The team will develop a public online survey using Survey Monkey which could be shared with the public for initial program confirmation. The team will populate the survey with the materials in task 3.4 and will include additional questions and other items as deemed necessary for the desired input for this phase.
- Public community mtg #3 (review of final design)
  The team will participate in one public community meeting using the materials developed in task 3.4 and using the public online survey. The team will facilitate the meeting in person and/or by using live streaming tools and interactive tools such as Jamboard and Miro to further engage community members who would like to join a virtual session. The team will provide Spanish translation at the event and on the online versions of the workshops. For those who miss the workshop, the materials will be accessible via online surveying, recordings, and other online material as needed.
- Community engagement summary #3 (final adjustments and finishes)
   Following the conclusion of all the outreach under phase 3A, the team will
   document all findings and develop a summary outline of the input for the
   City's review. This may be developed in Word, pdf or in PowerPoint and
   may be presented to the City in one of the project meetings as identified in
   task 3.17.

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# Phase 3B - Final Conceptual Design Plans & Estimates

This task will take the comments and input from the final conceptual plan and develop it into further technical conceptual plan drawings which will be used to help with further CEQA and cost studies.

This phase includes the following sub-tasks:

- Site plan and renderings
  - The conceptual site plan will indicate where sensitive species will be protected along with the hardscape areas, recreational elements, and other plan elements. The team will also produce up to four (4) renderings for the site for use in other public outreach materials.
- Conceptual landscape plan
   The landscape plan will include all the existing and proposed trees and a such as planting list for the ground vegetation.
- Irrigation mainline exhibit
   An irrigation mainline exhibit will be prepared showing the anticipated point of connection and location of the mainline.
- Conceptual grading and stormwater plan
   Rick Engineering will help produce a conceptual grading and stormwater
   plan This plan will be conceptual in nature but will show preliminary
   grading data to be used for preliminary earthwork quantities and for
   general stormwater areas.
- Conceptual architectural plans
   AGD will produce conceptual architectural plans which may include a floor
   plan and sections as needed to convey the design intent of the restroom,
   caretaker, or ranger house. Depending on the complexity and involvement
   of the architectural plans, the team may use the project's contingency to
   allow the architect to further develop elevations and other graphics that
   are desired.
- CEQA strategy and identification of necessary documents (memo) Rincon will analyze the concept site plan for the park to determine the appropriate CEQA approach for the project. As part of the analysis, Rincon will determine appropriate technical studies, such as a biological resources assessment, that would be necessary to support the CEQA documentation and clearance. Rincon will also identify all appropriate documentation needed to complete CEQA compliance for the project, such as a Notice of Completion and Notice of Determination. The memorandum will include the approximate cost of completing each component of the CEQA process. The CEQA approach will be provided in a short memorandum summarizing the components above. We have budgeted to include one round of consolidated City comments on the memorandum.

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# Cost estimate report

The team's professional cost estimator will provide a thorough cost estimate of the project for the team's input and reference. Following the team's review, the cost estimate will be sent to the City for a thorough understanding of probable costs on the project.

# Task 3C - Presentations

This task includes presentations to the Parks and Recreation Commission and City Council of the final conceptual plans and graphics.

This task includes the following sub-tasks:

- Parks and Recreation Commission
  - The team will be available to attend and present the conceptual materials at the Parks and Recreation Commission. The materials presented will be representative of the progress to date and may include the initial design charrette materials and the materials from the second workshop and input. The team will help prepare a PowerPoint of the materials for the facilitation of the meeting.
- City Council

The team will be available to attend and present the final conceptual materials at the City Council. The team will help prepare a PowerPoint of the materials for the facilitation of the meeting.

# <u>Task 3D – Phase Management</u>

This task includes the meetings, management, and quality assurance and control tasks for the phase.

This task includes the following sub-tasks:

- Client meetings (3 total)
  - The team will be available for three client meetings via teleconference or videoconference for this project phase.
- Management & QAQC

This task includes the time to manage and administrate the phase along with doing quality assurance and control on all materials that are sent to the City.

#### **Deliverables:**

- One (1) final conceptual plan graphic
- Four (4) final conceptual renderings
- Public online survey #3
- One (1) refined conceptual site plan
- One (1) conceptual landscape plan
- One (1) irrigation mainline exhibit

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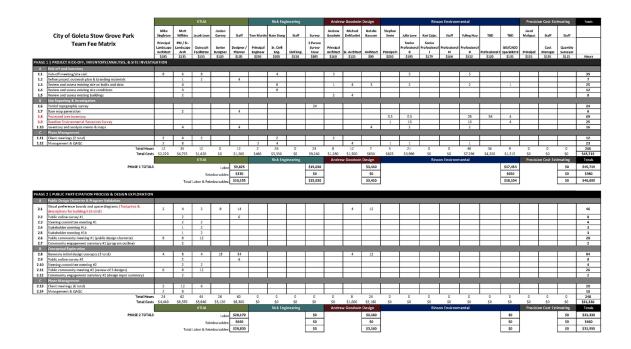
- One (1) conceptual grading and stormwater plan
- One (1) conceptual architectural plan
- One (1) CEQA memo
- One (1) cost estimate report

# Meetings:

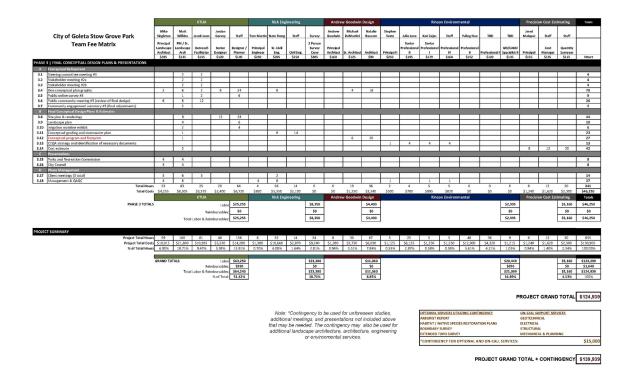
- Three (3) client meetings
- Steering committee meeting #3
- Stakeholder meeting #2a
- Stakeholder meeting #2b
- Public community meeting #3
- Parks and Recreation Commission
- City Council presentation

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# EXHIBIT B SCHEDULE OF FEES



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