



TO: Mayor and Councilmembers

FROM: Rosemarie Gaglione, Public Works Director

SUBJECT: Professional Services Agreement for the 101 Overpass Project Approval and Environmental Documentation Phase

RECOMMENDATION:

Authorize the City Manager to execute a Professional Services Agreement with Drake Haglan and Associates for Project Approval and Environmental Documentation (PA/ED) Phase Services for the Goleta Overpass Improvement Project in an amount not-to-exceed \$1,241,140, and with a term ending June 30, 2019.

BACKGROUND:

This project is needed to reduce congestion and improve vehicle circulation at the US 101/Storke interchange and the intersection of Storke and Hollister. The City's General Plan only allows for two travel lanes in each direction on Storke Road, and the solution to current and future congestion is to divert traffic from the Storke/Hollister intersection and direct vehicles to a new overcrossing. Additionally, the construction of a new overcrossing will improve pedestrian and bicycle circulation and safety from north to south, by providing an alternative to the congestion and conflicting traffic movements associated with on and off ramps that pose a hazard to these users.

Reducing congestion at these intersections makes the area more driver and pedestrian friendly. As nearby business centers become overly congested, some drivers will avoid them during certain hours, resulting in a loss of customers and potential tax revenue. Allowing the congestion to increase, thereby reducing the Intersection Level of Service, would eventually harm business which would ultimately impact tax revenues.

The City initiated an RFQ/RFP process to identify a qualified consultant which would deliver the entire project from feasibility to final design, even though it was accepted that the project would take some time to complete due to funding constraints. It is accepted practice to stay with the same design team throughout a project, regardless of the time gaps between phases. A design firm typically does not base their work upon the work of others, because they are taking full responsibility for the final product. When design teams need to be switched out for unforeseen reasons, there is usually overlap in the work to verify that the work of the previous consultant is correct and valid, which

translates into paying for the same work twice. In this procurement process, Drake Haglan and Associates (DHA) was selected and on August 19, 2008, the Council awarded a contract to Drake Haglan and Associates (DHA) to prepare a Feasibility Study (Study) of a new 101 overcrossing west of Storke Road. The purpose of the study was to identify, analyze and compare potential overcrossing locations in order to determine which options warrant full design and environmental analysis. The study was completed, and a total of thirteen alignment alternatives were evaluated that could provide a new north-south crossing of Highway 101 and the Union Pacific Railroad (UPRR) in the City of Goleta.

Two public workshops were held at Brandon Elementary School to share information with and receive input from the public. Both were well attended. There was also intense interest with questions and comments submitted via email and letters. All emails were responded to by email and all letters were replied to by letter.

Following the Feasibility Study, the next step is to complete a Project Study Report (PSR) to further evaluate and define those specific alternatives that should be brought forward for detailed analysis. This process of detailed alternative development must comply with Caltrans' process and procedures, as this project will cross over Highway 101 within Caltrans right of way. These procedures are designed to ensure a quality project which identifies all of the important details in advance of final design. The process of developing a PSR is followed by detailed design and environmental analysis. The process of analysis is extensive and requires significant time, effort and cost.

In the original procurement process, Drake Haglan and Associates (DHA) was selected to complete the next two phases of design development. Phase I covered the PSR, which would identify three alignment alternatives that must be fully considered before proceeding to Final Design. Upon completion of Phase I, the project was to return to Council for approval to proceed with Phase II which is the Project Approval and Environmental Document (PA&ED) phase.

In conjunction with Phase I, DHA completed work on the PSR in September 2010. This included a preliminary environmental analysis of the selected overcrossing alternatives along with various studies required by Caltrans. These studies include environmental and cultural studies such as the Initial Site Assessment (ISA), Preliminary Environmental Analysis Report (PEAR) and the Aerial Deposited Lead Assessment (ADLA). Of the original thirteen alignment alternatives, three suitable alternatives were highlighted in the PSR and the preferred alternative will be identified at the conclusion of PA&ED.

DISCUSSION:

The three alignment alternatives identified in the PSR that will be further studied in the Environmental Documentation Phase are:

Alternative A4: Alternative A4 begins at the Hollister Avenue/Entrance Road Intersection as the southern terminus, proceeds north through the back of an existing office complex

parking lot, west through a parcel with an existing concrete batch plant, then turns north again over the Union Pacific Railroad and US 101, and connects to Calle Real at the Calle Real/Brandon Drive Intersection as the northern terminus.

Alternative A6: Alternative A6 begins at the Hollister Avenue/Entrance Road Intersection as the southern terminus, proceeds north through the back of an existing office complex parking lot, west through a parcel with an existing concrete batch plant, then turns north again over the Union Pacific Railroad and US 101, and connects to Calle Real at the Calle Real/San Rossano Drive Intersection as the northern terminus.

Alternative A7: Alternative A7 begins at the Hollister Avenue/Ellwood Station Road Intersection as the southern terminus, proceeds north along Ellwood Station Road, west through a parcel with an existing concrete batch plant, then turns north again over the Union Pacific Railroad and US 101, and connects to Calle Real at the Calle Real/San Rossano Drive Intersection as the northern terminus.

The current phase of PA/ED effort will evaluate the above alternatives in terms of preliminary engineering, environmental analysis, and right of way impacts. The preliminary engineering work will provide for traffic analysis, development of preliminary roadway geometric and overcrossing structural designs, drainage and geotechnical analysis. These preliminary designs and studies will form the basis for the environmental impact analysis and associated technical studies. The geometric requirements of the roadway and overcrossing designs, together with the findings of the environmental analysis, will allow for an assessment of right of way impacts and associated requirements for right of way acquisition. The findings of the preliminary engineering, environmental documentation, and right of way analysis will be summarized in a Draft Project Report (DPR), which will include the costs associated with each of the alternatives analyzed. In consultation with Caltrans, and in conjunction with public outreach and Council input, a preferred alternative will be selected. This preferred alternative will be recommended as the final design in the Project Report (PR), upon which the next phase of Plan, Specification and Estimate (PS&E) will be based.

Public outreach was conducted during the initial phase of the project in 2010/2011. Additional outreach and input will be solicited at key milestones in the PA/ED phase of work, including public hearings during the project development and environmental stage. The community will be kept abreast of project development in announcements, electronic communication and an updated project web page on the City's website, and their input will be documented as received in public meetings, written comments and email communication.

DHA was identified for recommendation by an RFQ/RFP process in 2008 which covered the entire project from feasibility to final design. The work they have done to date has been of very high quality and was done within the budget proposed by the consultant. The DHA team is very familiar and has extensive background history of the project. Staff is satisfied with the quality of professional services provided by DHA and

therefore recommends approval of the proposed Agreement for a total amount not-to-exceed \$1,241,140 and a term ending June 30, 2019.

The DHA proposal is extensive and will provide for the completion of Phase II of the Preliminary Engineering, environmental documentation, and a Project Report. These studies will provide the framework for CEQA compliance, environmental and right of way impacts, and the selection of a preferred alternative for the project.

Moving forward with final design of the preferred alternative will require additional approvals by the Council.

ALTERNATIVES:

The Council may elect not to approve the proposed contract with Drake Haglan and not advance the project.

GOLETA STRATEGIC PLAN:

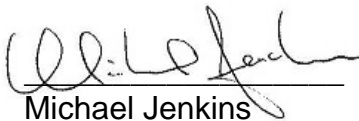
Under the City-wide strategy of "Strengthen Infrastructure," this action supports the objective in the Strategic Plan entitled "Complete design and environmental for the Highway 101 Overpass Project in West Goleta."

FISCAL IMPACTS:

There are sufficient funds available and no additional appropriation is necessary. The Adopted FY 2017/18 Budget includes \$419,372 for this project, along with FY 2016/17 Budget Carryovers of approximately \$1,074,917, totaling \$1,494,286, which covers the agreement amount of \$1,241,140 with DHA.

GL Account	FY 16/17 Carryover	FY 17/18 Adopted	Total Available Budget
220-5-9027-706	\$1,074,914	\$419,372	\$1,494,286

Legal Review By:


Michael Jenkins
Interim City Attorney

Approved By:


Michelle Greene
City Manager

ATTACHMENTS:

1. Drake Haglan and Associates Agreement for Professional Design Services

ATTACHMENT 1

Drake Haglan and Associates Agreement for Professional Design Services

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

This **AGREEMENT FOR PROFESSIONAL DESIGN SERVICES** (herein referred to as "AGREEMENT") is made and entered into this 18th day of July, 2017, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **DRAKE HAGLAN ASSOCIATES**, (herein referred to as "CONSULTANT").

WHEREAS, the City has a need for Engineering Design Services for the project; and

WHEREAS, CONSULTANT represents that it is sufficiently experienced and capable of providing the services agreed to herein and is sufficiently familiar with the needs of the CITY; and

WHEREAS, CONSULTANT was evaluated for award of this AGREEMENT by the Public Works Director following a competitive Request for Proposals from the City's pre-authorized qualified consultants lists for engineering design services; and

WHEREAS, CONSULTANT was recommended for award based on familiarity and expertise with the 101 Highway Overcrossing project; and

WHEREAS, CONSULTANT was selected for award of this AGREEMENT by City Council; and

WHEREAS, the City Council, on this 18th day of July, 2017, approved this AGREEMENT and authorized the City Manager to execute this 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 Design services in conjunction with the 101 Overcrossing Project. Services shall generally include design and environmental 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 \$1,241,140 (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, 2019, 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 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. 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, 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 Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed by June 30, 2019.

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 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. 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. Except as described below, CONSULTANT must not subcontract any of the services described in Section 2 without CITY's prior consent in writing. This AGREEMENT is not assignable by CONSULTANT without City's prior consent in writing. The following portions of the work may be subcontracted out to other parties by CONSULTANT:

- | | |
|--------------------------------|---------------------------|
| • Kimley-Horn & Associates | Traffic Modeling |
| • Hamner, Jewel and Associates | Right of Way Acquisition |
| • Van Atta | Landscape Design |
| • Kleinfelder | Geo-Technical Engineering |
| • Terrain Consultants | Public Outreach |
| • Applied Earth Works | Cultural Resources |
| • Entech | Air Quality Analysis |

This AGREEMENT is not assignable by CONSULTANT without CITY's prior consent in writing.

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 shallful 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 shallful 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 shall 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 \$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 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 shall 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 shall 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 shall be promptly reimbursed by CONSULTANT or CITY shall 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 CONSULTANT to City under 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 15 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 shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

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

or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. NONDISCRIMINATION

CONSULTANT shall comply with the federal Americans with Disability Act, Public Law 101-336, and observe the disability discrimination prohibitions of such laws in the performance of the work required under this AGREEMENT.

22. 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.

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, including a CITY business license, 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 shall 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: Michelle Greene,
Attention: City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

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

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

CONSULTANT

Michelle Greene, City Manager

Craig Drake, CFO

ATTEST:

Deborah Lopez, City Clerk

Dennis M. Haglan, President

APPROVED AS TO FORM



Winnie Cai, Deputy City Attorney

Exhibit A Scope of Work

TASK 1: PROJECT MANAGEMENT / PROJECT CONTROLS

The following Project Management tasks shall be ongoing throughout the duration of the contract.

1.1 PROJECT MANAGEMENT

Consultant shall manage the project through a combination of schedule and budget tracking. The Consultant Project Manager shall manage and direct subconsultant personnel, and shall maintain close coordination with the City Project Manager.

Progress reports shall be prepared and submitted to the City monthly. The progress reports shall identify work completed since the last report, work anticipated for the next month, and action items necessary to keep the project on track and moving forward. Consultant shall also prepare a project schedule in Microsoft Project to track work on the project. The project schedule shall show milestones and deliverables as described in this Scope of Work. An updated schedule indicating project progress shall be prepared and submitted at each project status/project development team meeting.

Project files shall be maintained using the Caltrans Uniform File System. Consultant shall prepare and maintain a project information binder that includes copies of important project documents such as the final scope of services, list of deliverables, the baseline project schedule, current plans, reports, exhibits, and a project contact list with the project organization chart.

1.1 PROJECT STATUS AND PDT MEETINGS

The Consultant Project Manager in association with the City Project Manager shall identify key agencies and personnel to be included in the core Project Development Team (PDT). At a minimum, the core PDT is composed of the Consultant Project Manager, the City Project Manager, a representative of SBCAG, and a representative from Caltrans District 5 Design.

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

-Consultant shall facilitate combined project status / PDT meetings at the City of Goleta offices at key milestones or as needed (up to 10 meetings). The meetings shall include a discussion of project issues including schedule, funding and project design issues. For each PDT meeting, Consultant shall arrange for the appropriate participants to attend, prepare a meeting agenda in consultation with the City Project Manager, and distribute the agenda to the attendees prior to the meetings. Consultant shall distribute

draft meeting minutes to each of the attendees for review and comment within one (1) week of each meeting. Consultant shall allow one (1) week for comments from the attendees and shall distribute final meeting minutes within one (1) day of receipt of attendee comments.

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

1.2 LOCAL PROGRAM COMPLIANCE/FEDERAL & STATE PROGRAMS MANAGEMENT

Consultant shall coordinate project programming compliance, in accordance with the Caltrans Project Development Procedures for locally funded projects on the State Highway System. This shall also include compliance with the most recent guidelines for any FHWA programs that may be used in the funding mix. This shall include preparation of documents required by Caltrans and FHWA, such as funding requests, DBE forms, Requests for Authorizations, finance letters and R/W documentation.

1.3 RAILROAD/CPUC COORDINATION

Consultant shall continue coordination with the Union Pacific Railroad and with the California State Public Utilities Commission regarding issues with the overcrossing of the railroad corridor. The UPRR and the CPUC shall need early involvement to confirm that alternatives are feasible and conform to UPRR and CPUC requirements.

1.4 QUALITY CONTROL

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

DELIVERABLES TASK 1

- Agenda for each project status/PDT meeting
- Meeting minutes for each project status/PDT meeting
- Project Information Binder
- Quality Control Plan
- Project Schedule
- Progress Reports

TASK 2: FINALIZE PROJECT STUDY REPORT – PROJECT DEVELOPMENT SUPPORT (PSR-PDS) AND PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT (PEAR)

PSR-PDS

Consultant shall complete the draft PSR-PDS initially started for the three alternatives and obtain approval from the City and Caltrans. The range of construction cost shall be reviewed and updated. The appropriate exhibits and attachments shall also be updated and included in the submittals. The PSR-PDS shall follow the guidelines in the Caltrans Project Development Procedures Manual, APPENDIX S – Preparation Guidelines for Project Study Report-Project Development Support Project Initiation Document.

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

DELIVERABLES TASK 2.1

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

2.2 PEAR

Consultant shall review existing studies, consult databases, conduct windshield surveys of the area within the project limits and consult map resources to gather the necessary information to assess potential impacts for the PEAR. Consultant shall prepare documentation generally consistent with the PEAR guidance. Consultant proposes to prepare a Mini-PEAR (Per Caltrans guidance, “a Mini-PEAR should focus on those environmental issues most likely to affect project scope, schedule, and cost”; therefore, the proposed hybrid PEAR shall focus on the resources most likely affected by the project). A draft and final Mini-PEAR shall document the results of the environmental studies as described in the subtasks below.

Although some resource discussions shall be less extensive than the effort identified in the SER guidelines, the Mini-PEAR shall provide the City of Goleta with sufficient information to make an informed decision regarding the issues to be addressed in the CEQA/NEPA documentation and for preparation of the best-estimate work plan and schedule associated with the CEQA/NEPA documentation.

The draft Mini-PEAR shall be submitted to the City for review and returned for comments. Once comments have been received and changes have been incorporated, Consultant shall prepare a final Mini-PEAR.

Based on the existing feasibility studies the resource areas discussed in the tasks below shall require additional research.

2.2.1 CULTURAL RESOURCES

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

2.2.2 BIOLOGY

The Consultant's biologist shall obtain and review existing information to identify the potential biological resources that may be associated with the proposed project. The biologist shall conduct a reconnaissance survey of the project area and identify potential resource issues. The PEAR shall summarize the information obtained during the pre-field investigation and describe existing conditions. The PEAR shall identify specific studies or focused surveys needed, any timing issues for conducting the surveys, and any required permits, agreements, or approvals that shall be necessary to comply with local, state, and federal regulations. The effect of any potential mitigation on the project scope, cost, or schedule shall be identified. Mitigation costs shall be estimated at an order of magnitude level. If any sensitive biological resources are located in or adjacent to the project area, they shall be mapped on the provided base map.

2.2.3 AIR QUALITY

The Consultant's air quality specialist shall conduct a background document review of the study area. The PEAR shall describe the project setting, including existing air quality conditions in the project area, the air quality attainment status, and whether the proposed project is included in the Regional Transportation Plan/Regional Transportation Improvement Plan. We shall also identify any circumstances that have the potential to affect the viability or schedule of the project, including additional studies, and any monitoring or abatement measures required by the air district or California Air Resources Board. We shall identify potential sensitive receptors on the provided base map of the project area.

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

2.2.4 NOISE

The Consultant's noise specialist shall conduct a background document review. A qualitative analysis of potential noise impacts on noise-sensitive uses shall be conducted based on applicable federal and state regulatory requirements. The PEAR shall identify any circumstances related to noise that have the potential to affect the viability or schedule of the project, including additional studies and land acquisitions. Potential sensitive receptors, and their locations in the project study area, as well as potential locations for sound walls, if needed, shall be identified on the provided base map.

2.2.5 ENERGY

The proposed project is not anticipated to result in significant construction or operational impacts on energy use. The NEPA analysis contained in the environmental document shall qualitatively discuss the irretrievable commitment of energy resources that would be needed during construction, as required by 40 CFR 1502.16. Because energy use is not an environmental constraint that shall affect the design of the project or project schedule, scope, or costs, we shall determine early if this issue needs to be addressed in the PEAR.

2.2.6 VISUAL AND AESTHETICS

The Consultant's environmental specialist shall conduct a background document review and windshield survey of the project area to identify any scenic resources in the project area and any adverse visual impacts that might be introduced by the project, including any circumstances that have the potential to affect the viability or schedule of the project.

This information shall be described in the PEAR, along with potential agency permits and approvals that may be necessary.

2.2.7 LAND USE, GROWTH, AND COMMUNITY IMPACTS

A Consultant environmental specialist shall conduct a windshield survey to identify land uses and any community impact issues. The evaluation shall be based on the provided base map showing the parcels that could be affected by the project. The PEAR shall generally describe the land uses in the project area. The numbers of structures in the project area, and those affected by the project, including the number of relocations necessary, if any, shall also be generally evaluated. Any areas of potential impact shall be delineated on the provided base map.

DELIVERABLES TASK 2.2

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

TASK 3: COMMUNITY OUTREACH

Under the direction of Consultant, subconsultant shall prepare a communication plan, review and update materials, data lists, and outreach strategies to create a baseline of overall awareness, answer key questions, and work with the greater team to identify any issues that could arise during environmental review and permitting. Main areas of outreach shall focus on the following key audiences:

- Goleta residents & property owners (mainly north of Hwy 101)
- Goleta businesses & employees in the affected area

Subconsultant shall also work closely with the team to assimilate materials into the City of Goleta's regular communications processes as desired by the City.

The communication plan shall identify the stakeholders, (individuals and groups), and shall describe how and when these stakeholders shall participate in the process. Communication tools may include distribution of PDT meeting minutes, presentations at key points in the process, review of technical studies or invitations to PDT meetings that address the participant's key area of interest. A draft communication plan shall be prepared as an outcome of the first PDT meeting.

3.1 STRATEGIC OUTREACH PLAN

Work with team to solidify community outreach goals, timelines, events, and overall strategy. Include plans and timelines to:

- Update project messaging
- Review new message points and timelines with team
- Draft new public outreach strategy
- Review and update earned media strategy
- Create a community leader & organization outreach plan

3.2 MESSAGE DEVELOPMENT

Review and update project messaging to introduce overall goals, timelines, and development - tell the "story" of the project

- Review project branding and determine if additional items are needed
- Draft initial message points for team: project summary
- Create new project fact sheet & map
- Develop Q & As for anticipated questions and interest areas
- Develop talking points related to project components, construction timeline, and general goals and anticipated inconveniences
- Develop separate traffic study fact sheet w/ graphics as needed

3.3 PUBLIC OUTREACH STRATEGY

Consultant shall work with team members to reintroduce the project to the public, highlighting benefits and addressing potential concerns or controversial issues

- Update project materials for City of Goleta website
- Create an outreach timeline and update data lists to reach key businesses and homeowners
 - Local businesses
 - Local homeowners associations
- Develop outreach components (including mailers, display boards and/or presentations, organize events, meetings, etc.)
 - Area mailers
 - Area update mailing & community meeting invitation
 - Local business mailing
 - 1 update mailing
 - 3 community meetings
 - 1 project scoping meeting
 - 1 draft EIR comment meeting
 - 1 preapproval meeting
- Work with key leaders and area business owners to introduce project in a positive manner, focused on issues important to specific businesses and community organizations

3.4 EARNED MEDIA STRATEGY

Consultant shall work with the City team and local media to garner positive coverage of project

- Develop a media outreach strategy
 - City TV & City newsletter
 - Local/regional media
 - Milestone events
- Work with City TV on info segment
- Work with team spokespeople to reach out to media
- Serve as media liaison as needed to respond to interviews, media updates, and current events covered

3.5 COMMUNITY LEADER & ORGANIZATION OUTREACH

Consultant shall develop strategic plan to reach out to community leaders and community organizations

- Work with community leaders to build support and expand awareness of project need and timeline

DELIVERABLES TASK 3

- Communication Plan
- Meeting Materials Distribution
- Meeting Summaries - PDF

TASK 4: PRELIMINARY ENGINEERING

Preliminary engineering shall be performed on the three alternatives identified to a sufficient level of detail so that the environmental studies can be performed.

Preliminary engineering includes areas of disturbance maps, environmental study limits, traffic update, and detailed project descriptions. Project estimates shall be updated to include environmental mitigation measures.

4.1 ENGINEERING FOR ENVIRONMENTAL DOCUMENTS

Provide mapping exhibits and project descriptions needed for the environmental documents. Prepare and review project descriptions.

DELIVERABLES TASK 4.1

- Environmental Study Limits Map - One (1) map for three alts
- Areas of Disturbance Maps with Depth of Excavations - Total three (3) maps, one (1) for each alt
- Detailed project Description - Total three (3) descriptions, one (1) for each alt

4.2 — PA-ED TRAFFIC ANALYSIS

Consultant shall provide traffic analysis for the PA/ED phase.

4.2.1 PROJECT INITIATION & DATA COLLECTION

New data collection shall be required. This shall include new AM/PM peak hour intersection turn movement counts and 72-hour continuous hose counts on segments.

Consultant shall obtain the following information to “refresh” the Goleta Freeway Crossing PSR Traffic Analysis (August 6, 2010):

- Recent traffic reports for development projects along the study area corridor limits from the City, County, SBCAG and Caltrans D-5 as appropriate.
 - More recent existing traffic counts at study intersections and roadway segments. The City has more recent count data (2013-15) within the study area.
 - Consultant shall gather the most recent existing data for the study area for analysis. Consultant shall be responsible to analyze up to 25 study intersections and 10 local roadway segments. The study area intersections are listed below. Intersection denoted by * have been designated as part of the County Congestion Management Program administered by the Santa Barbara County Association of Governments (SBCAG).
1. Glen Annie Road / Del Norte Drive
 2. Glen Annie Road / Highway 101 NB Ramps / Calle Real*
 3. Storke Road / Highway 101 SB Ramps*

4. Storke Road / Hollister Avenue*
5. Glen Annie Road / Cathedral Oaks Road
6. Storke Road / Santa Felicia Drive
7. Calle Real / Brandon Drive
8. Calle Real / San Rossano Drive
9. Calle Real / Ellwood Station Road
10. Hollister Avenue / Santa Felicia Drive
11. Hollister Avenue / Pacific Oaks Road
12. Hollister Avenue / Cannon Green Drive
13. Hollister Avenue / Ellwood Station Road
14. Hollister Avenue / Entrance Road
15. Hollister Avenue / Marketplace
16. Cathedral Oaks Road / Calle Real
17. Hollister Avenue / Highway 101 NB On Ramp / Calle Real* (when signalized)
18. Hollister Avenue / Highway 101 SB Ramps * (when signalized)
19. Hollister Avenue / Bacarra
20. Winchester Canyon Road/Calle Real/Highway 101 NB Off Ramp* (if/when signalized)
21. Winchester Canyon Road / Cathedral Oaks Road
22. Winchester Canyon Road / Calle Real (North)
23. Brandon Drive / Cathedral Oaks Road
24. Pacific Oaks Road / Phelps Road
25. Storke Road / Phelps Road

The study roadway segments are listed below.

1. Calle Real from Brandon Drive to Winchester Canyon Road
2. Calle Real from Ellwood Station Road to Glen Annie Road
3. Hollister Avenue from Ellwood Station Road to Cannon Green Dr
4. Storke Road from Highway 101 SB ramps to Hollister Avenue
5. Glen Annie Road from Cathedral Oaks Road to Del Norte Drive
6. Hollister Avenue from Ellwood Station Road and Bacarra
7. Brandon Drive north of Calle Real
8. Ellwood Station Road north of Calle Real
9. Cannon Green Drive south of Hollister Avenue
10. San Rossano Drive north of Calle Real

Consultant shall examine the last three (3) years of collision records from Traffic Accident Surveillance and Analysis Systems (TASAS) and SWITRS data.

4.2.2 EXISTING CONDITIONS ANALYSIS

To update the existing conditions analysis, Consultant shall apply the HCM 2010 operational method using the SYNCRHO-8 software operational software for all state owned facilities (Hollister I/C ramp intersections and Storke/Glen Annie I/C ramp intersections). For City owed facilities, Consultant shall apply both the HCM 2010 and ICU methods. For local roadways, Consultant shall use the City's ADT Thresholds to determine operational performance. Pedestrian and bicycle crossings at these state operated facilities shall be addressed.

The available accident data shall be analyzed to determine the average accident rate for key study area roadway segments and individual intersections, high accident locations, common accident types and collision severity.

4.2.3 FUTURE 2035 ANALYSIS

Consultant shall coordinate with the City, Caltrans and SBCAG to determine if new modeling shall be required as part of the PA-ED phase. The need to infuse SBCAG modeling results shall also be examined.

Analysis of neighborhood cut-through was analyzed as part of the Goleta Freeway Crossing PSR Traffic Analysis (August 6, 2010). This issue shall likely be brought forward again as part of the CEQA NOP. Consultant shall refresh this analysis as appropriate.

For scoping purposes, Consultant assumes that some micro-simulation shall be desired by the City. This could include simulating operations and specific intersections or neighborhood traffic characteristics as a result of each freeway crossing alternative.

To support the analysis of air and noise, Consultant shall produce additional model output as required for input into the air quality and noise environmental studies.

4.2.4 EVALUATION/SCREENING OF ALTERNATIVES

Consultant shall provide a comparative analysis of the operational performance of each freeway crossing alternative based on the agreed upon operational performance criteria including right-of-way and environmental impacts. Consultant shall summarize the advantages and disadvantages of each alternative.

4.2.5 INTERSECTION CONTROL EVALUATION

The evaluation and study procedures described in TOPD 13-02 are a two-step evaluation process. Step One focused on Access Strategy and Configuration Assessment/Screening and shall have been completed as part of the PSR-PDS TEPA. This analysis shall now include Step Two which focuses on Engineering Analysis and shall be performed for the freeway crossing termini for each alternative. Consultant shall utilize its ICE Screening Tool developed specifically for California and has been applied within District 5 as part of other studies (e.g., TAMC Regional ICE Study). The ICE Screening Tool evaluates each intersection control type over a range of performance metrics including: delay, safety (per the Highway Safety Manual methods), emissions (criteria as well as GHG pollutants per EMFAC emission factors) and life cycle costs. The benefits are monetized and results presented using a unified benefit/cost ratio to provide a consistent measure for return on investment.

4.2.6 APPROVED TRAFFIC REPORTS/DELIVERABLES

Consultant shall prepare technical memorandums during the course of the study for review by the project team which shall ultimately be amalgamated into the draft PA-ED Traffic Analysis document. Consultant shall address one set of consolidated comments by the PDT and other stakeholders for the final document for incorporation into the final PA-ED. Study findings shall be in graphical format where appropriate.

4.3 PRELIMINARY FOUNDATION DESIGN REPORT AND PRELIMINARY GEOTECHNICAL DESIGN REPORT

Under the direction of Consultant, subconsultant shall prepare the Preliminary Foundation Design Report and Preliminary Geotechnical Design Report. It is anticipated the previous geotechnical services would be applicable to support the current phase of the proposed project and no additional field work shall be required. The previous Preliminary Foundation Design Memo was prepared under Caltrans Seismic Design Criteria, Version 1.4. The seismic design criteria be updated to Caltrans Seismic Design Criteria, Version 1.7. This shall require re-evaluation of the liquefaction, lateral spread, seismically induced settlement, and foundation capacities.

Discussions may also be necessary on suitable foundation types. Additionally, the preliminary memos shall be updated to Caltrans current Foundation and Geotechnical Design Report formatting.

DELIVERABLES TASK 4.3

- Draft and Final Preliminary Foundation Design Report – Five (5) hard copies
- Draft and Final Preliminary Geotechnical Design Report – Five (5) hard copies
- Submittal shall include PDF

4.4 PRELIMINARY ROADWAY DESIGN

4.4.1 GEOMETRIC APPROVAL DRAWINGS

Consultant shall update the conceptual plans for the three alternatives developed during the PSR phase. Consultant shall obtain design approval from the City and Caltrans, and shall produce geometric approval drawings (GADs) and a preliminary opinion of probable construction cost for each of the three alternatives studied. The GADs shall be prepared in English units and shall follow City, County and Caltrans standards,

utilizing each agency's standards as detailed in the Project Design Criteria Memorandum developed during the PSR phase. After approval, the GADs shall serve as the preliminary typical sections, layouts, profiles and superelevations. The preliminary design shall address horizontal and vertical alignment, bridge design features, intersection geometrics, pedestrian and bicycle facilities, ADA compliance, limits of cut and fill, retaining walls, right of way limits (existing and proposed), utilities, railroad facility clearances, proposed drainage and street lighting.

GAD submittal for each of three alternatives shall include the following:

- Typical Cross Sections
- Horizontal Alignment (Strip form or sheets)
- Profiles & Superelevations (Strip form or sheets)
- Truck Turn Exhibits
- Design Checklist (DIB 78-03)
- Design Exception Documentation
- Submittals shall include PDF

4.4.2 PRELIMINARY ROADWAY PLANS

The submittal for Preliminary Design shall include the following:

- Title Sheet
- Key Map
- Typical Cross Sections
- Layouts
- Profiles & Superelevations
- Proposed Pavement Delineation Plans
- Conceptual Landscaping Plans
- Design Exception Documentation
- Preliminary Hydraulic Review
- Cost Estimates

4.4.3 CONCEPTUAL LIGHTING

- Conceptual Street Lighting (general layout)

4.4.4 DESIGN EXCEPTION FACT SHEETS

Consultant shall update the fact sheets exceptions to mandatory and advisory design standards based on revised geometric approval drawings.

4.4.5 PRELIMINARY HYDRAULIC REVIEW

Consultant shall review the preliminary hydraulics associated with the roadway drainage elements based on revised geometric approval drawings. A technical memorandum shall be prepared to summarize the review.

- Deliverables Task 4.5

- Draft and Final Geometric Approval Drawings – Five (5) hard copies
- Draft and Final 30% Preliminary Plans– Five (5) hard copies
- Draft and Final 30% Preliminary Opinion of Probable Construction Cost – Five (5) hard copies
- Preferred Alternative Updated Preliminary Plans – Five (5) hard copies
- Draft and Final Design Exception Fact Sheets for Alternatives – Five (5) hard copies
- Draft and Final Preliminary Hydraulic Review Tech Memo – Five (5) hard copies
- Submittals shall include PDF
- Response to comments

4.5 PRELIMINARY BRIDGE DESIGN

For each of the three alternatives, the Advanced Planning Studies (APSs) shall be updated to be included in the PSR-PDS. For the PA-ED, the bridge design shall be advanced for each of the three alternatives as required to support the environmental document. The APSs and preliminary cost estimates shall be updated and exhibits prepared as required by the environmental process. Type selection memos and type selection meetings shall be done after the PA-ED phase.

DELIVERABLES TASK 4.5

- Advanced Planning Studies - Eight (8) hard copies
- Environmental support exhibits
- Submittals shall include PDF

4.6 CONCEPTUAL LANDSCAPE PLANS

Under the direction of Consultant, David Black & Associates shall update the conceptual plans developed for the PSR (Alternative A4 and A6) and prepare a conceptual landscape plan for alternative A7. An opinion of probable costs shall also be completed.

DELIVERABLES TASK 4.6

- Draft Conceptual Landscape Plans - Five (5) hard copies
- Final Conceptual Landscape Plans – Five (5) hard copies
- Submittals shall include PDF

4.7 STORM WATER DATA REPORT UPDATE

Consultant shall update the preliminary Storm Water Data Report (SWDR) to include Alternative A7 and update information developed for the PSR. The SWDR shall also be updated meet the latest Caltrans format and requirements. The SWDR shall be included in project report.

DELIVERABLES TASK 4.8

- Draft SWDR – Two (2) hard copies

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

4.8 DETERMINE POST CONSTRUCTION STORMWATER REQUIREMENTS

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

- Calculate the new and reconstructed impervious area to determine the tier requirements of the project (Tier 1, Tier 2, Tier 3, etc.). During these calculations, the total area of the bridge deck or 50% of the reconstructed roadway surface is included. The entire impervious project surface, both new and reconstructed, is considered when determining the Tier requirements.
- Calculate the required treatment areas to meet the Tier 1 requirements and Tier 2 requirements. The treatment area is broken up into “Drainage Management Areas” (DMAs), not including any of the applicable reductions. All new and reconstructed impervious area is required to be treated.
- Determine the required retention area calculation for Tier 3. For this calculation, the area of the bridge deck is reduced by 50% for the impervious surface calculation.

DELIVERABLES TASK 4.8

- Draft Summary of Analysis – Two (2) hard copies
- 2nd Draft Summary of Analysis – Two (2) hard copies
- Final Summary of Analysis – Two (2) hard copies
- Submittals shall include PDF

TASK 5: ENVIRONMENTAL TECHNICAL STUDIES & REPORTS

The Consultant team shall prepare the environmental documents for the project. The environmental scope of work presented below is based on the work completed during the preparation of the PSR. Specifically, the environmental documentation scope is based on the assumption that three alignment alternatives A4, A6 and A7 and the no-build alternative shall be studied in the PA&ED phase.

Consultant understands that the City currently does not have federal funds for this project, nor is there a federal hook; however, we understand that the City may pursue federal dollars in the future. Therefore, Consultant shall prepare all technical reports to Federal and Caltrans standards.

The required technical reports for the project shall be prepared in support of the EIR. Each of the technical reports discussed below shall be prepared to satisfy both CEQA and NEPA requirements. The technical reports shall be utilized in the preparation of the environmental document and provided as appendices.

5.1 PROJECT INITIATION

ENVIRONMENTAL PROJECT MANAGEMENT

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

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

PURPOSE AND NEED AND PROJECT DESCRIPTION

The City is the lead agency under CEQA for all discretionary actions related to the proposed Project. The Consultant team shall prepare a purpose and need statement and set of project objectives that addresses the discretionary actions. The purpose and need shall provide the basis for the appropriate regulatory and guidance documentation for compliance with both NEPA and CEQA. Additionally, the Consultant shall prepare a detailed project description describing all three build alternatives and the No Build Alternative.

5.2 BIOLOGICAL RESOURCES

NATURAL ENVIRONMENT STUDY (NES-MI)

Since the proposed project is located in an urban/developed area, it is likely that only an NES-MI shall be required, as impacts to federally listed species are not anticipated. An NES-MI shall be prepared in accordance with recent Caltrans Standard Environmental Reference (SER). The NES describes the biological resources present in the project area and evaluates project effects to those resources. A key objective of the NES is to identify any special status plant or wildlife species or sensitive habitats that may be affected by the project.

A list of special status species shall be requested from the United States Fish and Wildlife Service (USFWS) and the California Natural Diversity Data Base (CNDDB) and California Native Plant Society (CNPS) Online Database searches conducted for the Environmental Constraints Analysis shall be updated. As part of this process, biologists shall informally coordinate with the California Department of Fish and Game (CDFG) and USFWS, as necessary, regarding the potential presence of special status species on the project site.

The following field surveys are proposed:

- One (1) general field survey to map plant communities and assess habitat conditions, survey for special-status plants which may be identifiable during the field survey, conduct a tree inventory, and evaluate potential presence of and impacts to special-status plants, animals, and sensitive natural communities from the proposed project. It is anticipated that the current project schedule shall not provide for multiple botanical surveys during appropriate times of the year for identification.
- As the project alternatives may affect drainages, conduct a one (1) day visit to perform a jurisdictional waters delineation of the project site to determine any areas potentially subject to regulation by the United States Army Corps of Engineers (Corps) and Central Coast Regional Water Quality Control Board (RWQCB) (e.g., tributaries to El Toro Creek). The limits of CDFG jurisdiction shall also be delineated. *Note the delineation should be considered preliminary until verified by the Corps.*

One or more of these surveys may be combined for efficiency. No additional surveys are proposed.

The results of the field studies shall be documented in the NES. The NES shall include a discussion of plant communities present on the site, as well as a discussion of common plant and animal species occurring (or expected to occur) on the site based on the communities present. A generalized vegetation map shall be prepared showing plant community types as well as the locations of any sensitive biological resources identified. The results of the jurisdictional delineation shall also be incorporated into the NES. The NES shall include an assessment of project impacts on the biological resources present, and recommended mitigation measures where appropriate.

Project impacts shall be identified and the significance of both direct and indirect impacts shall be assessed on both a project level and cumulative basis.

WETLAND DELINEATION

Conduct a jurisdictional waters delineation of the project site to determine any areas potentially subject to regulation by the Corps and RWQCB. The delineation shall be conducted in accordance with the ACOE Arid West Regional Supplement to the Wetland Delineation Manual (September 2008). Riparian areas within CDFG jurisdiction shall also be delineated. This scope includes one round of review and comment from the Corps.

5.3 CULTURAL RESOURCES

Tasks shall be conducted/prepared per the guidelines set forth in the SER. This scope of work is based on negative archaeological findings. The maximum number of tasks that shall be required is as follows.

AREA OF POTENTIAL EFFECTS MAP (APE MAP)

Subconsultants shall develop an Area of Potential Effects (APE) map on a base map. The APE map shall depict the existing topography; borrow and staging areas; temporary construction easements; existing and proposed right-of-way; existing and proposed roadway geometrics; parcel boundaries and numbers, as needed; evaluated buildings and structures; a scale in U.S. Customary Units; a north arrow; sound and/or retaining walls, if any; conceptual Best Management Practices; the APE boundary; a signature block; a legend; and other Caltrans requirements per the SER. Per Caltrans, the map shall be at a preferable scale of 1" = 200'. The map identifies the entire area that is archaeologically and architecturally surveyed for the project.

RECORDS SEARCH

For earlier Environmental Constraints Analysis purposes, an archaeological and historical records review and literature search through the Central Coast Information Center (CCIC) of the California Historical Resources Information System, located at the University of California, Santa Barbara was conducted. The CCIC records search shall be updated to satisfy Caltrans and California Office of Historic Preservation requirements. Results of this records search shall be summarized in the Archaeological Survey Report and the Historic Property Survey Report.

RESEARCH

Complete research for built-environment resources within the Area of Potential Effects (APE) to determine dates of construction. Research shall be done at repositories and archives, as appropriate. In addition, conduct research for built-environment resources in the APE. Determine whether or not any cultural resources qualify as historical resources under CEQA. Local historical societies and similar groups shall be consulted as part of this process. It is stipulated that research shall be conducted for one (1) historic-period (50 years of age or older) cultural resource and one (1) built-environment cultural resource.

NATIVE AMERICAN CONSULTATION

Native American consultation shall be conducted. Contact the Native American Heritage Commission (NAHC) to request a search of the Sacred Lands File. Results of this search shall be accompanied by a list of tribes/groups/individuals with ties to the project area that the NAHC shall recommend to be contacted. Then each party shall be contacted via certified letter, describing the project and inviting comments. Each unanswered letter shall be followed by up to two telephone calls to confirm each party received the letter and had an opportunity to comment.

ARCHAEOLOGICAL FIELD SURVEY

Complete an archaeological field survey of the APE. The purpose of the survey is to identify resources that were previously unrecorded within the APE, as well as to update existing Department of Parks and Recreation (DPR) forms in accordance with the guidelines established by the State Office of Historic Preservation (OHP).

FIELD SURVEY/DPR FORMS

Conduct an intensive-level architectural survey of the built environment resources within the APE. The resources shall be photographed and recorded and evaluated on State of California Department of Parks and Recreation (DPR) 523 forms.

Preparation of one (1) DPR 523 form is included in this scope.

ARCHAEOLOGICAL SURVEY REPORT (ASR)

Prepare an Archaeological Survey Report (ASR). This report shall be completed to document archaeological findings, regardless of whether they are negative or positive. This report shall also include results of the records search and Native American consultation. It is anticipated that archaeological findings shall be negative.

HISTORICAL RESOURCES EVALUATION REPORT (HRER)

Prepare a Historical Resources Evaluation Report (HRER). The report shall be completed to document and evaluate one built environment resources within the APE. This report shall include research and field methods used in identifying cultural resources, the historic resources identified in the project APE, the historic contexts based on the types of cultural resources identified, and the potential of the project to adversely impact any historical resources.

If recommendations for further studies are warranted, these shall be presented in a cover letter to Caltrans District 05. This scope provides for one round of simultaneous comments from the City and Caltrans.

HISTORIC PROPERTY SURVEY REPORT (HPSR)

Prepare a Historic Property Survey Report (HPSR), the cover document for cultural reports that are required. This report shall summarize the records search and, if any, archaeological, architectural, historical, and Native American concerns. This scope includes eight (8) hours for responding to comments from Caltrans and the City and preparing corresponding revisions to the HPSR.

5.4 AIR QUALITY IMPACT ANALYSIS

The project area falls within the Santa Barbara County portion of the South Central Coast Air Basin, which is administered by the Santa Barbara County Air Pollution Control District (SBCAPCD). Prepare an air quality analysis fully in accordance with the requirements of Caltrans and the SBCAPCD. Each component of the analysis is discussed below.

Air Quality Setting: Gather and summarize necessary data from the Western Regional Climate Center, the California Air Resources Board (ARB), and the SBCAPCD to define the physical air quality context of the project site, its immediate environs, and the South Central Coast Air Basin.

Construction Impacts: Emissions associated with construction equipment and activities during project construction shall be calculated commensurate with available project specific data.

Operational Impacts: It is anticipated that the proposed project shall not generate new regional vehicular trips. Rather, it shall reduce the vehicle delay and reduce emissions; however, operational impacts shall be analyzed to confirm this assumption.

Prepare a screening analysis following procedures identified in Caltrans Project Level CO Protocol to assess local carbon monoxide (CO) air quality impacts. If determined to be necessary, CALINE4 shall be used to conduct detailed CO hot spot analysis, using project traffic data, at up to eight (8) representative intersection locations in the vicinity of the project alternatives. Caltrans CALINE4 computer model and the 1997 Project Level CO Protocol shall be utilized to calculate one hour and eight-hour CO concentrations. Projected CO concentrations shall be compared to State and federal air quality standards to determine the significance of the potential impacts.

A mobile source air toxics (MSAT) analysis shall be prepared following the *Interim Guidelines on Air Toxic Analysis in NEPA Documents* (FHWA, September 2009). CONSULTANT assumes the project fits in the "No Meaningful Potential MSAT Effects" category.

Global Climate Change: The proposed project's impact on global climate change shall be evaluated using the SER annotated outline and shall be done to meet City and CEQA requirements.

Conformity Analysis: A conformity analysis is not anticipated as Santa Barbara County is not in non-attainment for air quality pollutants of concern.

Standard Measures: It is anticipated that the proposed project would have beneficial long term air quality effects, and no mitigation measures shall be required for long term project operation. Standard dust control measures

recommended by the SBCAPCD for construction phases shall be identified as part of the project components.

5.5 NOISE IMPACT ANALYSIS

5.4 A NOISE STUDY REPORT (NSR)

Consultant shall prepare a Noise Study Report (NSR) consistent with the Caltrans Noise Analysis Protocol (May 2011) and Technical Noise Supplement (TeNS) to address traffic noise impacts for land uses associated with Activity Categories A through E and report noise levels for land uses associated with Activity Categories F and G. Noise standards regulating noise impacts, including the Noise Abatement Criteria

(NAC) and applicable local noise ordinances, shall be discussed for land uses located adjacent to the project build alternative alignments. The areas with potential future traffic noise impacts shall be identified using land use information, aerial photographs, and field reconnaissance. A discussion of any existing sensitive uses and approved future residences in the project vicinity shall be included.

Setting: Ambient noise monitoring shall be conducted at representative receptor locations, based on the selection guidelines identified in the TeNS. Ambient noise monitoring shall be conducted at up to six (6) locations with concurrent traffic counts and vehicles speed to document the existing noise environment and to calibrate the traffic noise model. One long-term 24-hour noise level measurement shall be conducted to identify the peak traffic noise hour. Observations of other noise sources, barriers, terrains, building heights, and other site specific information shall be noted during each measurement period.

Impacts and Mitigation Measures: Short term project related noise impacts would occur during the construction of the proposed project. Long term noise impacts would be generated by vehicular traffic using the overpass after its completion. It is not expected that the project would cause increased traffic volumes in the project area. However, the project has the potential to move vehicular traffic closer to sensitive receptors within the project area. To assess the potential noise impacts, the following subtasks would be undertaken:

Construction Noise: Construction noise impacts shall be analyzed based on the equipment expected to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impact shall be evaluated in terms of hourly equivalent sound level (Lmax) and the frequency of occurrence at adjacent noise-sensitive locations. Analysis requirements shall be based on the sensitivity of the area and the City's Noise Ordinance specifications.

Long-Term Traffic Noise: The Federal Highway Administration (FHWA) Traffic Noise Model (TNM) version 2.5 shall be used to evaluate the traffic noise levels

associated with the Existing, Future No Build, and three Future Build alternatives. Model input data include peak hour traffic volumes, vehicle mix among autos, medium and heavy trucks, vehicle speeds, ground attenuation factors, and roadway configurations. Existing roadway traffic noise shall be calculated as baseline conditions, using concurrent traffic counts and speed obtained during ambient noise level measurement. The future traffic conditions shall assume either the worst-case traffic condition or the projected traffic volumes provided in the traffic study. Noise abatement measures (noise barriers) designed to reduce

long-term traffic noise impacts by 5 dBA or more, as required to be feasible, shall be evaluated. The total reasonable allowance for each barrier shall be calculated for each noise barrier based on the allowance of \$55,000 per benefited residence.

TASK 5.4B NOISE ABATEMENT DECISION REPORT (NADR)

Prepare a Noise Abatement Decision Report (NADR), as defined in the Caltrans Noise Analysis Protocol (May 2011) upon receipt of the estimated sound barrier construction cost and non-acoustical information related to feasibility. The report shall summarize the preliminary reasonableness determination from the noise study report, present the engineer's cost estimate for the evaluated abatement, evaluation of non-acoustical factors related to feasibility, preliminary noise abatement decision, and secondary effects of abatement (impacts on cultural resources, scenic views, hazardous materials, and biology). Prepare the NADR consistent with Caltrans report guidelines with the best information available.

5.5 PHASE 1 INITIAL SITE ASSESSMENT (ISA)

The Consultant team shall conduct a Phase 1 ISA in accordance with Caltrans' procedures. The ISA shall contain a description of the work performed, any deviations from normal ISA procedures, a summary of findings, the opinions of the preparer regarding the property or site, data gaps, additional investigation and services recommended, conclusions, and recommendations.

5.6 MODERATE LEVEL VISUAL IMPACT ASSESSMENT (VIA)

US 101 is not designated as a State Scenic Highway, therefore a Scenic Resource Evaluation is not required. The project shall be visible from a state highway (US 101) and public roads within the City of Goleta. Prepare a Moderate Level Visual Impact Assessment (VIA) pursuant to the FHWA Visual Impact Assessment for Highway Projects (publication number FHWA-HI-88-054).

Key issues to be addressed in the VIA are removal of any trees, cuts, construction of retaining walls, construction of sound barriers (if warranted), and the overpass of US Trees to be removed by the project (those over four inches in diameter at

approximately breast height) shall be counted, and the number and species of trees to be removed shall be documented in the VIA. The VIA shall describe the existing visual characteristics of the project site and identify any significant visual resources (e.g., trees, rock outcroppings, or historic structures). Potential visual impacts from project construction shall be evaluated through the use of ground level photographs from viewpoints near the project site. Impacts shall be assessed in terms of views from the road and of the road, as well as the sensitivity of viewers.

Mitigation measures or project features shall be recommended, if necessary, to reduce any substantial visual impacts. This scope of work includes for the preparation of up to two view simulations for each of the three build alternatives (up to six view simulations) to comparison of the existing site conditions with the anticipated post project condition. The key views to be used as the basis for view simulations and the draft view simulations shall be approved by the project development team prior to preparation of the VIA.

5.7 SOCIOECONOMIC STUDY

It is anticipated that relocation impacts shall occur as a result of project construction. Additionally, project alternatives abut several sensitive receptors. Depending on the preferred alternative, relocation impacts may affect a mobile home park, established businesses, and/or residences. Prepare a socioeconomic study following Caltrans Community Impact Assessment Guidelines and Social Justice Guidelines. The purpose of this level of study is to address the socioeconomic effects of the physical impact on the environment resulting from implementation of the project.

DELIVERABLES TASK 5

- Administrative Draft Technical Studies – Six (6) hard copies
- Draft Technical Studies – Six (6) hard copies
- Final Technical Studies – Six (6) hard copies
- Electronic copies of each submittal shall also be provided for the technical studies in the form requested by the City (i.e., PDF, ftp, CD).

TASK 6: CEQA COMPLIANCE – ENVIRONMENTAL IMPACT REPORT EIR

6.1 NOTICE OF PREPARATION (NOP)

The Consultant team shall prepare a Draft Notice of Preparation (NOP) and annotated CEQA initial study checklist as an attachment in compliance with CEQA Guidelines Section 15082, for review by City staff.

Upon receipt of City comments, Consultant shall prepare a public review NOP and distribute copies to appropriate responsible and trustee agencies and file the NOP with the State Clearinghouse. It is assumed for this scope of work that the City shall conduct all mailings for distribution of the NOP to the general public

using certified mail, or some other method of transmittal to document record that the notice was received (CEQA Guidelines Section 15082(3)).

The Consultant team shall attend a Scoping Meeting. This task assumes Consultant's role at the Scoping Meeting is to hear EIR scoping comments made by the public regarding the scope of the EIR and provide any oral or visual presentation requested by the City.

A summary of the NOP meeting shall be prepared by Consultant and all materials associated with noticing, information, and comments submitted, shall be compiled at the conclusion of the 30-day period and submitted to the City for informational purposes. A copy of these materials shall be included as an appendix to the environmental documentation for the Administrative Record.

6.2 DRAFT ENVIRONMENTAL IMPACT REPORT

Following the conclusion of the public Scoping Period for the CEQA documentation process, the Consultant team shall begin the preparation of the draft EIR. The information contained within the previously prepared technical reports shall be used in the preparation of the EIR.

The Consultant team shall prepare a draft EIR for review by the City. City comments on the assumptions and analysis contained within the environmental documentation shall be submitted to Consultant for review and revision.

6.3 CIRCULATE DRAFT ENVIRONMENTAL IMPACT REPORT

Preparation of the public review document shall include a Notice of Availability and Opportunity for public hearing.

Once the Draft EIR has been approved by the City, it shall be circulated for public review for a period of 45 days. The EIR has a critical objective of providing a means by which the general public and responsible agencies can participate in the environmental process by providing written comments on issues addressed in the EIR. The Consultant team shall update the distribution list from the NOP with persons, agencies or organizations who requested notification on the project.

Pursuant CEQA requirements, Consultant shall prepare a Notice of Completion (NOC) for the Draft EIR. This notice, along with the draft environmental document and technical studies, shall be made available to the public during a 45 day public circulation and review period. In addition, the document shall be distributed to other reviewing government agencies through the California State Clearinghouse. Consultant shall prepare and submit the copies for the State Clearinghouse, and submit a copy of the NOA to a local newspaper of general circulation.

During the 45 day public review period, the City shall hold a Public Hearing to solicit comments about the project. Consultant shall attend this hearing to answer

any questions regarding the project, any potential environmental impacts, as well as the environmental schedule. Consultant shall work with the City to record all comments at this hearing, and responses shall be generated during the next task. Consultant shall compile all public comments from this hearing and public review for response and inclusion in the final environmental document.

6.4 REPONSES TO COMMENTS

At the close of the public review period for the Draft EIR, Consultant shall facilitate a conference call the City to review any comments on the Draft EIR that were received, and to discuss potential responses to these comments.

Consultant shall then formulate responses to the comments on the Draft EIR. Once draft responses to comments are completed, they shall be reviewed by Consultant and then submitted to the City for review and comment. The agencies' comments shall be incorporated into the response to comments document, which shall be submitted to the City as an appendix in the final EIR for consideration and approval. This scope of work assumes responses to no more than forty (40) public comments.

6.5 Final Environmental Impact Report

Consultant shall prepare an Environmental Commitment Record, including monitoring forms, to ensure that the environmental measures contained in the final EIR are properly implemented. The Environmental Commitment Record shall be included as an appendix in the final EIR. This Environmental Commitment Record shall be useful during final design, permitting, and construction of the project as it is a summary of all avoidance, minimization, and mitigation measures developed during the environmental process.

Consultant shall also prepare a Mitigation Monitoring and Reporting Program (MMRP) to document the environmental mitigation identified in the final EIR to avoid or reduce impacts to environmental resources. The MMRP shall include the timing, responsible party for implementation, and any notes relative to the monitoring or oversight.

Consultant shall prepare the final EIR and it shall incorporate the response to comments, environmental commitments record, and MMRP discussed above.

Consultant shall draft Findings of Fact pursuant to State CEQA Guidelines Section 15091 for each of the significant effects identified in the Final EIR. The findings shall describe the effect, cite one or more applicable findings under Section 15091, and describe the evidence that supports the selected findings. The findings shall also explain why other project alternatives have been found infeasible by the City. RECON shall coordinate the drafting of these findings with City staff.

Consultant shall also prepare a Statement of Overriding Considerations to address any significant effects of the project that are unavoidable, explaining the economic, legal, social, technological, or other benefits of the project that

outweigh its unavoidable environmental impacts. The statement shall be based on substantial evidence in the record. Consultant shall work with the City staff and legal counsel (as necessary) in preparing the findings and statement of overriding considerations.

Consultant shall file a Notice of Determination with the County Recorder's Office within 5 days of approval of the FEIR (pursuant to CEQA guidelines) and provide the City's payment of Fish and Game Fees pursuant to Fish and Game Code Section 711.4

DELIVERABLES TASK 6

- Administrative Draft EIR - Six (6) hard copies and one (1) electronic copy on CD), and four (4) hard copies of each technical study
- Draft EIR - Fifty (50) hard copies and fifty (50) electronic copies on CD (15 included for the State Clearinghouse)), and eight (8) hard copies of each technical study
- 2nd Draft EIR -
- Administrative Final EIR - Three (3) hard copies and one (1) electronic copy on CD)
- Draft Final EIR -
- Final EIR - Fifteen (15) hard copies and forty (40) electronic copies on CD)

TASK 7: RIGHT-OF-WAY STUDIES

7.1 RIGHT-OF-WAY RELOCATION IMPACT STUDY

Under the direction of Consultant, subconsultant shall prepare a right-of-way relocation impact study. Because the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 requires relocation advisory services and payments to eligible displaced individuals, families, businesses, farms, and nonprofit organizations, a right-of-way relocation impact study is needed that shall include the estimated number of persons and entities to be relocated, the estimated lead time to complete relocation and the effect on existing affordable housing stock within the community. The study results shall be included in the project report and environmental document.

DELIVERABLES TASK 7.1

- Draft Right-of-Way Relocation Impact Study - Two (2) hard copies
- Final Right-of-Way Relocation Impact Study – Two (2) hard copies
- Submittals shall include PDF

7.2 IDENTIFICATION OF LIABILITY FOR MAJOR UTILITY RELOCATIONS

Existing utilities within the project area must be evaluated to identify prior rights and if there are any City obligations for removals or relocations. Federal and State funds may not be used when the revision of facilities is the obligation of others. Prepare maps depicting utility conflicts that shall require removal or relocation. Based on utility owner available record data, prior rights, public or

private ownership, removal or relocation options and financial responsibility shall be documented. Preliminary opinion of probable utility relocation costs shall also be prepared. The utilities identification shall be included in the project report.

DELIVERABLES FOR TASK 7.2

- Utility Relocation Report – Two (2) hard copies and PDF

7.3 UPDATE RIGHT-OF-WAY DATA SHEETS

Under the direction of Consultant, subconsultant shall provide updates to the R/W Data Sheets that were developed for the PSR, based on preliminary design, information from the environmental studies, the relocation studies and the utility relocation determinations. Because real estate prices have appreciated since then, it shall be necessary to re-evaluate all cost estimates included in these Data Sheets and update projected costs. To complete the Data Sheets for three alternatives, subconsultant shall assign an appraiser, right-of-way agent and relocation advisor to assemble needed information. This shall include updated right-of-way acquisition costs, determination of appropriate escalation rates, review of current anticipated relocation impacts and costs, and coordination with the project team to gather and integrate updated utility relocation costs. Consultant shall update utility and right-of-way exhibits. All work shall be completed in accordance with Caltrans policies and procedures. No formal appraisals or title reports are included in this scope.

DELIVERABLES TASK 7.3

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

TASK 8: DRAFT PROJECT REPORT

Consultant shall prepare the Draft Project Report after completion of the environmental studies. The Draft Project Report shall be developed following the guidelines in the Caltrans Project Development Procedures Manual, Appendix K- Project Report. The Draft Project Report shall summarize the studies of the need, alternatives, costs, and overall impacts of the project. Project Reports are required for projects affecting State highways, regardless of who is paying for, developing, or constructing the project.

DELIVERABLES TASK 8

- Administrative Draft PR – Five (5) hard copies
- Draft Project Report – Fifty (50) hard copies
- 2nd Draft Project Report – Twenty-five (25) hard copies
- Submittals shall include PDF
- Response to comments

TASK 9: OPEN FORUM PUBLIC HEARING

A Notice of Public Hearing shall be combined with the Notice of Availability for the DEIR/EA. The format of the public hearing shall be an Open Forum Public Hearing as described in Chapter 11 of the PDPM. The public hearing shall be similar to the prior two public meetings, except that Consultant (utilizing Barnett Cox & Associates) shall provide official recordation of verbal comments to be transcribed into the written record.

9.1 PUBLIC HEARING PREPARATION

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

DELIVERABLES TASK 9.1

- Display Boards (15 total)
- Creating, printing and mailing notices to the project resident/stakeholder database
- Preparing agenda, sign-in sheets, comment cards, signage, name badges, and other collateral print materials.
- News release to media as recommended by the City.
- Provide materials for inclusion on a project webpage on the City of Goleta website

9.2 PUBLIC HEARING EVENT

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

DELIVERABLES TASK 9.2

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

TASK 10: SELECT PREFERRED ALTERNATIVE

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

The current construction and right-of-way costs shall be updated for the Preferred Alternative, and compare them to the programming figures in the current regional STIP and FTIP. Make recommendations for any STIP programming changes in cost estimates and fiscal year scheduling. The Preferred Alternative

documentation shall include a summary of the public hearing process results and evaluation, including the position of local entities on significant issues related to the selection.

DELIVERABLES TASK 10

- Preferred Alternative Documentation

TASK 11: TRANSPORTATION MANAGEMENT PLAN (TMP)

Provide a transportation management plan for traffic handling and public awareness during construction phases. Attention shall be given to Highway 101 traffic control for false work erection and removal phases. Subconsultant shall provide Consultant technical support – including additional modeling and operational analyses as needed, related to traffic to inform the development of the TMP. The Traffic Management Plan Checklists shall be developed for each alternative.

DELIVERABLES TASK 11

- Working Paper-1: Existing Conditions Report.
- Working Paper-2: Traffic Forecast Report.
- Working Paper-3: Future Operation Report.
- Draft and Final Traffic Management Plan and Checklist – Three (3) hard copies
- Submittals shall include PDF

TASK 12: RISK REGISTER

Consultant shall prepare a qualitative risk register per Caltrans Project Delivery Directive PD-

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

DELIVERABLES TASK 12

- Draft and Final Risk Register - PDF

TASK 13: SAFETY AND CONSTRUCTABILITY REVIEW MEETING

Consultant shall schedule and help facilitate a combined Safety and Constructability review meeting with Caltrans staff in accordance with Caltrans practices. The review meeting shall be held after submittal of Draft Project Report and after selection of the preferred alternative. Comments shall be consolidated

into their appropriate logs and responses formulated. Where appropriate, the comments shall be incorporated into the preliminary design and project report.

DELIVERABLES TASK 13

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

TASK 14: PROJECT REPORT

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

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

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

DELIVERABLES TASK 14

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