



TO: Mayor and Councilmembers

FROM: Charles Ebeling, Public Works Director

CONTACT: Teresa Lopes, Senior Project Engineer

SUBJECT: Amendment No. 2 to the Professional Design Services Agreement No. 2016-114 with TJKM for the Hollister Avenue Complete Streets Corridor Plan Project

RECOMMENDATION:

Approve and authorize the City Manager to execute Amendment No. 2 for the Professional Design Services Agreement No. 2016-114 with TJKM for design services for the Hollister Avenue Complete Streets Corridor Plan Project (9001) to increase the contract amount by \$28,250 for a total not-to-exceed amount of \$288,250 and to amend the scope of work.

BACKGROUND:

On September 9, 2014, the City received a notice of award of the US DOT's FY 2014 National Infrastructure Investments of TIGER VI Discretionary Grants program for the Hollister Avenue Complete Streets Corridor Plan (Plan) in the amount of \$236,000. The grant will fund Phase I of the Plan, which includes engineering and traffic studies.

The original goal of the Hollister Avenue Complete Streets Corridor Plan was to identify improvement projects which will transform the 0.8 mile stretch of Hollister Avenue from Fairview Avenue to State Route 217 (SR 217) into a "complete streets" corridor. The Corridor Study will focus on providing improvements consisting of safe and accessible transit connections, transportation infrastructure upgrades, visual and physical enhancements, improved pedestrian and Americans with Disabilities Act (ADA) accessibility, dedicated bicycle lanes, and "green" infrastructure facilities, such as raingardens and bio-swale medians to manage storm water runoff. The plan will also include the study of impacts and improvements to adjacent and connecting streets and interchanges as necessary. The development of the plan will benefit the community by improving the appearance and safety of the Hollister Avenue corridor for all modes of travel for all users in Old Town Goleta.

On September 20, 2016, City Council approved a Professional Design Services Agreement with TJKM Agreement No. 2016-114 (Attachment 1) to perform traffic and

engineering studies, develop corridor alternatives, and prepare a draft complete streets corridor plan for the Hollister Avenue Complete Streets Corridor Plan Project in an amount not to exceed \$260,000 and term ending December 31, 2017. On December 19, 2017 City Council approved an Amendment No. 1 (Attachment 1) to the Professional Design Services Agreement (2016-114) with TJKM was executed to extend the term of the agreement to June 30, 2019.

DISCUSSION:

TJKM was awarded a professional design services contract to perform traffic and engineering studies and prepare the Complete Streets Corridor Plan.

Key tasks of the project include:

- Inventory Existing Facilities, Programs and Conditions – Review and assess current and previous planning documents, conduct inventory of existing environment, conduct accident analysis
- Public Outreach – Project website, community meetings, walking/biking tour, and stakeholder meetings
- Identify Issues – Identify operational, safety and livability issues along the study corridor
- Needs and Demand Analysis – Assess needs and demand for all modes of transportation along the study corridor
- Develop Alternatives
- Complete Streets Plan

The Complete Streets project is currently in the Alternatives Development and Analysis phase. The project team has developed three concept alternatives, and have presented these alternatives to the public, Planning Commission, and City Council for input and feedback. One of the main concerns expressed during the project outreach effort has been the availability of parking within the project corridor and concerns with the impact the project could have on parking along Hollister Avenue. In an effort to address these concerns and look for options to provide additional on-street parking within the Hollister corridor vicinity, the team is looking at options along connecting side streets. Streets such as Orange Avenue and Magnolia Drive provide the potential for accommodating additional on-street parking within the available right of way if reconfigured properly. This can be achieved by converting side streets such as Orange Avenue and Magnolia drive to “one-way couplets”. By removing a lane of traffic additional street right of way can potentially be dedicated to increasing on-street parking.

One-Way Street Conversions

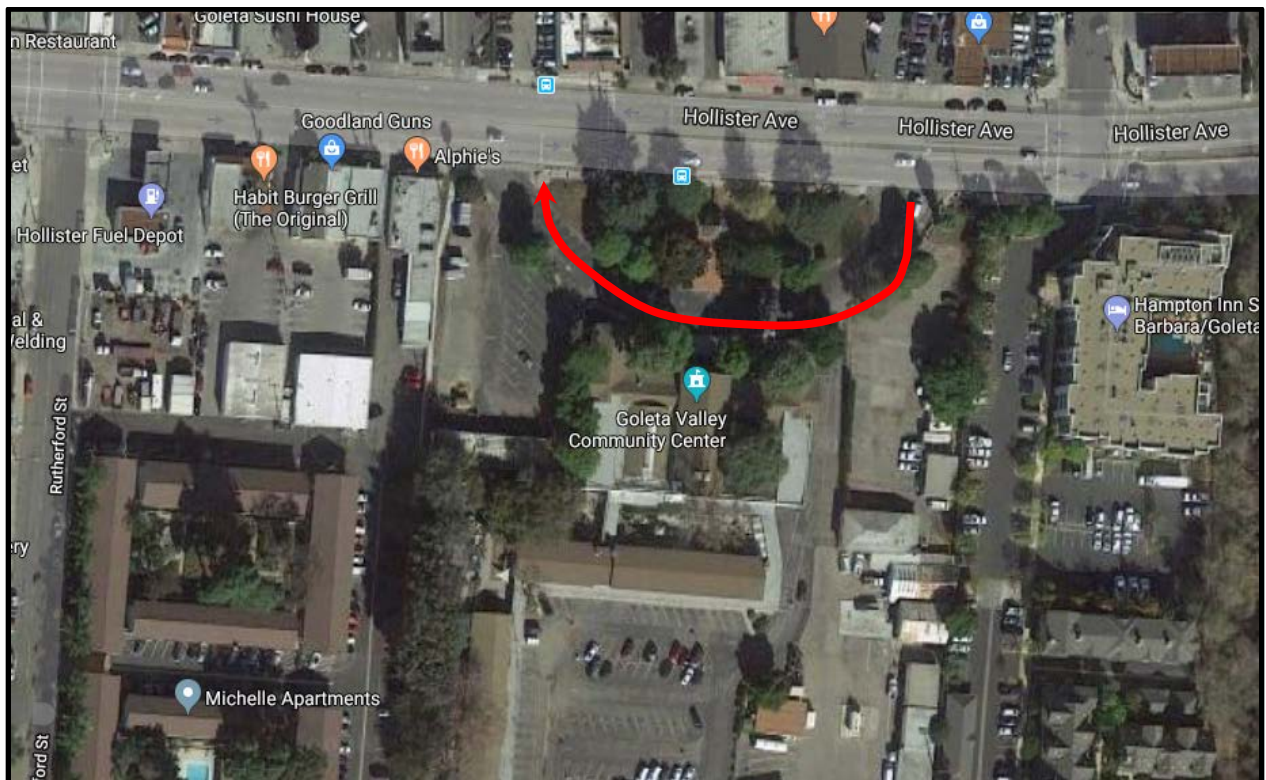
The amendment to the contract will allow TJKM to perform additional traffic circulation studies to evaluate one-way street conversion for two roadway segments; Orange Avenue/Mandarin Drive/Magnolia Avenue and Orange Avenue/Gaviota Street/Magnolia Avenue. The analysis will evaluate the impacts of converting the existing two-way streets to one-way only using turning movement counts, average daily traffic counts and origin-destination data. TJKM will analyze the collected data, conduct traffic analysis (both

roadway segments and intersections), and make recommendations on one-way traffic circulations

Reverse Traffic Circulation at Goleta Valley Community Center (GVCC)

The other component included in the traffic studies as part of Amendment No. 2 is an evaluation of the traffic circulation at the GVCC. At various times of the day there are several school buses which circulate through the GVCC entrance drive to drop off and pick up children from Rainbow School and the Boys and Girls Club. Existing traffic flow has vehicles traveling in a one-way pattern, entering at the western driveway and exiting at the eastern driveway.

All three proposed alternatives for Complete Street Corridor along Hollister Avenue recommend a median between the intersection of Rutherford Street and Kinman Avenue along Hollister Avenue. This will force left-turning vehicles coming out of the Community Center to make U-turns at the downstream intersection of Hollister Avenue/Kinman Avenue with the existing traffic pattern. However, the existing exit from GVCC is only about 90 feet away from the intersection, which would make it difficult for transit and school buses to safely access the left-turn lane in order to make a U-turn. Hence, a study is needed to explore the feasibility of altering the current one-way circulation to reverse the traffic pattern from west to east to instead flow east to west, as illustrated in the figure below.



The change of direction of the current traffic circulation at this location will be evaluated to determine the impact on the following:

- Intersection of Hollister Avenue/Kinman Avenue
- Intersection of Hollister Avenue/New Exit (out of Community Center)
- Access to transit stations on both sides of Hollister Avenue
- Internal parking

TJKM will analyze the turning movement counts at the intersection of Hollister Avenue/Kinman Avenue and at the existing entrance and exit to the GVCC and make recommendations on traffic circulations and parking layouts.

The amendment will facilitate TJKM to complete the traffic studies, analyze the results and make recommendations for design options to be added to the Corridor Alternatives. Staff is pleased with the quality of professional services provided by TJKM and recommends approval of the proposed Amendment No. 2 (Attachment 2) to the current contract (Agreement No. 2016-114), to increase the contract amount by \$28,250 for a total not-to-exceed amount of \$288,250 and to amend the scope of work. However, to retain the current termination date of June 30, 2019.

FISCAL IMPACTS:

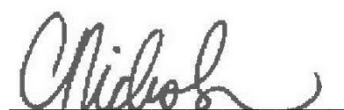
There is sufficient budget to cover the total proposed contract amount of \$288,250, with no additional appropriations necessary.

Hollister Avenue Complete Streets Corridor Plan Project (9001) Budget FY 17/18		
Account	Fund Type	Available Budget
205-5-9001-706	Measure A	\$53,606
220-5-9001-706	GTIP	\$148,856
230-5-9001-706	LRDP	\$40,500
419-5-9001-706	TIGER	\$17,465
Total		\$260,427

ALTERNATIVES:

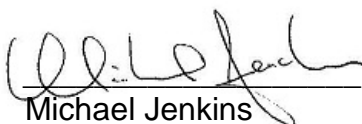
The City Council may choose not to approve Amendment No. 2 at this time, which would preclude the TJKM team from conducting the additional traffic studies. City Council could direct staff to find alternative consulting services, however, doing so could result in project delays and could jeopardize current TIGER grant funding, while also impacting the City's opportunity to secure future grant funding.

Reviewed By:



Carmen Nichols
Deputy City Manager

Legal Review By:



Michael Jenkins
City Attorney

Approved By:



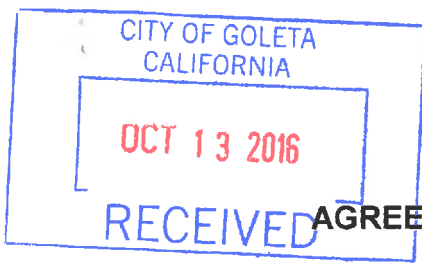
Michelle Greene
City Manager

ATTACHMENTS:

1. Agreement No. 2016-114 and Amendment No. 1 for Professional Design Services between the City of Goleta and TJKM.
2. Amendment No. 2 to the Professional Design Services Agreement 2016-114 for the Hollister Complete Streets Corridor Plan Project

ATTACHMENT 1

Agreement No. 2016-114 and Amendment No. 1 for Professional Design Services
between the City of Goleta and TJKM



Project Name: Hollister Avenue Complete Streets Corridor Plan

Agreement No. 2016-114
City of Goleta, California

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
BETWEEN THE CITY OF GOLETA
AND
TJKM**

This **AGREEMENT FOR PROFESSIONAL DESIGN SERVICES** is made and entered into this 20th day of September, 2016, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **TJKM**, (herein referred to as "CONSULTANT").

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

WHEREAS, CONSULTANT was selected for award of this AGREEMENT by Public Works Director, Rosemarie Gaglione following a competitive Request for Proposal process; and

WHEREAS, CONSULTANT was recommended for award based on City staff's recommendation; and

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

WHEREAS, the City Council, on this 20th day of September, 2016, approved this AGREEMENT and authorized the City Manager to execute this AGREEMENT per the Goleta Municipal Code Section 3.05.240.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional design services in conjunction with Phase I of II of the Hollister Avenue Complete Streets Corridor Plan. Services shall generally include design and context, technical expertise, performance indicators, and elements necessary for ensuring implementation of the plan, 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 \$260,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until December 31, 2017, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

(b) **Payment.** CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

4. **EXTRA SERVICES**

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to in advance. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

5. **CITY PROJECT MANAGER AND SERVICES BY CITY**

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Kathy Garcia, Deputy Public Works Director and Project Manager shall have the authority to act on

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

CITY shall perform the services defined in Exhibit "A".

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to December 31, 2017, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by paragraph 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed by December 31, 2017, following the notice to proceed.

7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Nayan Amin, is the CONSULTANT Project Manager and is deemed to be specifically 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. This AGREEMENT is not assignable by CONSULTANT without CITY's prior consent in writing.

The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the CITY's Project Manager, except that, which is expressly identified in the approved Exhibit A. Any subcontract entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors. Any substitution of subconsultants must be approved in writing by the CITY's Project Manager.

8. 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 attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single lawyer from representing both CITY and CONSULTANT, or should CITY otherwise find CONSULTANT's legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONSULTANT's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and 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 9.

9. 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.

10. RELATION OF THE PARTIES

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

11. 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.

12. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 30 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately

assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

13. 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.

14. 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.

15. WAIVER; REMEDIES CUMULATIVE

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. USE OF THE TERM "CITY"

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

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. NOTICES

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

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

TO CONSULTANT: Attention: Nayan Amin T.E.
TJKM
4305 Hacienda Drive, Suite 550
Pleasanton, CA 94588

29. COST PRINCIPLES

The CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.

The CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to the CITY.

30. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

For the Scope of Work, CITY has a Disadvantaged Business Enterprise (DBE) goal of 1.55%. CONSULTANT is required to submit to CITY completed Caltrans Form 10-01 reflecting the DBE commitment by CONSULTANT. CONSULTANT to submit Caltrans Form 10-02 Consultant Contract DBE Information to the CITY prior to contract award.

CONSULTANT is required to include in applicable Subcontracts the DBE contract language show in the attached Exhibit Standard Agreement for Subcontractor/DBE Participation (Exhibit C).

A DBE may be terminated only with written approval by CITY and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting CITY's consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

31. CONTINGENT FEE

The CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an

City of Goleta
PWD agreement with TJKM
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agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the CITY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

32. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the CONSULTANT, subcontractors, and the CITY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, the State Auditor, CITY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

33. DISPUTES

Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the CITY's Project Manager and Public Works Director, who may consider written or verbal information submitted by the CONSULTANT.

Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the CONSULTANT may request review by the CITY Council of unresolved claims or disputes, other than audit. The request for review shall be submitted in writing.

Neither the pendency of a dispute, nor its consideration by the committee shall excuse the CONSULTANT from full and timely performance in accordance with the terms of this contract.

34. AUDIT REVIEW PROCEDURES

Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the CITY'S CHIEF FINANCIAL OFFICER.

Not later than 30 days after issuance of the final audit report, the CONSULTANT may request a review by the CITY'S CHIEF FINANCIAL OFFICER of unresolved audit issues. The request for review shall be submitted in writing.

Neither the pendency of a dispute nor its consideration by the CITY shall excuse the CONSULTANT from full and timely performance, in accordance with the terms of this contract.

35. EQUIPMENT PURCHASE

Prior authorization in writing, by the CITY'S Project Manager shall be required before the CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. The CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

For purchase of any item, service or consulting work not covered in the CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by the CITY's Contract Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

Any equipment purchased as a result of this contract is subject to the following: "The CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the CITY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the CONSULTANT may either keep the equipment and credit the CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit the CITY in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determined at the CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the CITY and the CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the CITY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

All subcontracts in excess \$25,000 shall contain the above provisions.

36. INSPECTION OF WORK

The CONSULTANT and any subcontractor shall permit the CITY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

37. SAFETY

The CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. The CONSULTANT shall comply with safety instructions issued by the CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the CITY has determined that such areas are within the limits of the project and are open to public traffic. The CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

38. OWNERSHIP OF DATA

Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract shall automatically be vested in the CITY; and no further agreement shall be necessary to transfer ownership to the CITY. The CONSULTANT shall furnish the CITY all necessary copies of data needed to complete the review and approval process.

It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

The CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the CITY of the machine-readable information and data provided by the CONSULTANT under this agreement; further, the CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by the CITY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by the CONSULTANT.

Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts)

The CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

39. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical, or other data and information relative to the CITY's operations, which are designated confidential by the CITY and made available to the CONSULTANT in order to carry out this contract, shall be protected by the CONSULTANT from unauthorized use and disclosure.

Permission to disclose information on one occasion, or public hearing held by the CITY relating to the contract, shall not authorize the CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

The CONSULTANT shall not comment publicly to the press or any other media regarding the contract or the CITY's actions on the same, except to the CITY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

The CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the CITY, and receipt of the CITY'S written permission.

Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than CITY.

40. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, the CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the CONSULTANT within the immediately preceding two-year period, because of the CONSULTANT's

failure to comply with an order of a federal court that orders the CONSULTANT to comply with an order of the National Labor Relations Board.

41. EVALUATION OF CONSULTANT

The CONSULTANT's performance shall be evaluated by the CITY. A copy of the evaluation shall be sent to the CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

42. NON DISCRIMINATION STATEMENT OF COMPLIANCE

The CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement

43. DEBARMENT AND SUSPENSION CERTIFICATION

The CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or

had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the CITY.

Exceptions shall not necessarily result in denial of recommendation for award, but shall be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

44. STATE PREVAILING WAGE RATES

The CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

45. CONFLICT OF INTEREST

The CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this contract, or any ensuing CITY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing CITY construction project, which shall follow.

The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

The CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with the CONSULTANT shall bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

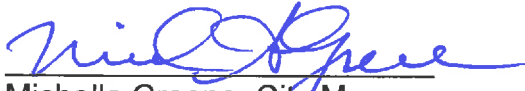
Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

46. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION


The CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

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

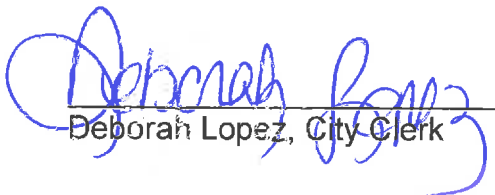
CITY OF GOLETA



Michelle Greene, City Manager

CONSULTANT


Nayan Amin, President

ATTEST:


Deborah Lopez, City Clerk


Ruta Jariwala, Principal/Secretary

APPROVED AS TO FORM



Tim W. Giles, City Attorney

Exhibit A Scope of Work

Task 1. Project Management and Kick-Off Meeting

Task 1.1 Project Management and Project

The consultant shall attend and facilitate a project kick-off meeting with City staff, and others as needed. The purpose of the meeting shall be to:

- Identify project goals and objectives
- Discuss and confirm critical data/issues that may influence Plan development
- Prepare a draft scope and schedule for review by stakeholders
- Finalize project scope and schedule, including approach to public outreach

The consultant shall prepare meeting materials including meeting agenda and related materials, PowerPoint presentations (if necessary), and summarize meeting notes and action items. Throughout the project, there shall be ongoing coordination between the consultant and City staff. Consultant shall hold regular progress conference calls (bi-weekly) so the project keeps on track and meets expectations. The consultant shall provide monthly project updates that shall include budget, schedule and deliverables progress to the City's Project Manager. The consultant shall coordinate meetings with City staff and other stakeholders for various milestones throughout the project.

Task 1.2 Detailed Work Plan

The consultant shall develop a detailed Work Plan, which shall include Scope of Work, and detailed schedule including meetings for the project. Under this task the public outreach program including advertisement strategies, format of public workshops and outreach efforts shall be fine-tuned. The Consultant shall detail the key staff members, communication channels, QA/QC process, invoicing procedures and other relevant items. The Work Plan shall be revised based on comments received from City staff and discussions at the kick-off meeting.

Task 1.3 Stakeholder Advisory Group

The Consultant shall identify representatives from Old Town Association, County of Santa Barbara, City of Santa Barbara, UCSB, SB Bike Coalition, COAST, Chamber of Commerce, MTD, Caltrans, emergency service providers, and local community to form a Stakeholder Advisory Group (SAG) in advance of the project kickoff. The purpose of the SAG shall be to inform the project scope, review early deliverables, and confirm support of the draft plan before presentation to the Transportation Committee, Planning Commission and Council.

The consultant shall have two meetings with SAG. Consultant shall meet with the SAG to review information collected in Tasks 3 and 4, and again to review and comment on the initial draft of the Hollister Avenue Complete Streets Corridor Plan. The consultant

shall prepare an agenda, maps, graphics, and other relevant materials for each meeting, and provide a written summary of the discussions and action items.

Task 1 Deliverables:

- Attendance and facilitation of Project Kick-Off Meeting
- Project Kick-Off Meeting summary notes
- Final project scope and schedule
- Identification of Stakeholder Advisory Group SAG
- Facilitation and attendance at up to two SAG meetings and related meeting materials
- Regular project management conference calls and monthly progress updates

Task 2. Inventory Existing Facilities, Programs and Conditions

Task 2.1 Review and Assess Current and Previous Planning Documents

The consultant shall collect and conduct a thorough review of prior planning and engineering technical studies relevant to the study corridor. This review shall also include existing bicycle, pedestrian and Safe Routes to School planning documents for the study area. Relevant documents include, but are not limited to, City of Goleta Complete Streets Policy, City of Goleta Bicycle and Pedestrian Master Plan, Neighborhood Traffic Management Program, General Plan, County of Santa Barbara Bicycle and Pedestrian Plan, Transit Corridors, and other relevant documents as applicable within City of Goleta and neighboring jurisdictions. Relevant documents shall be reviewed to explore opportunities for coordination.

The document review shall focus on the goals and objectives that support the Hollister Avenue Complete Streets Corridor Plan, specific design guidelines and City's policies, and identification of key connections, destinations, and priority intersections. The results of this document review shall be summarized as part of a Technical Memorandum.

Task 2.2 Inventory Existing Environment

A key task of the Hollister Avenue Complete Streets Plan shall be to address and improve operations, safety and accessibility for all modes of transportation while maintaining the character of the community. In order to understand the constraints and opportunities within this context, a thorough inventory of existing infrastructure and conditions shall be conducted throughout the study corridor. The key data to be collected under this task is:

- Existing Data from City – Existing data and relevant information shall be obtained including GIS files, as-built plans, relevant traffic data, collision data, speed surveys, signal timings, inventories of crosswalks, signs and other information.
- Public Transit Utilization Data – Transit agencies shall be contacted to request for boarding's by bus stops located along the entire study corridor shall be made.

- Collect New Data – Based on the review of the data collected from the City of Goleta and other stakeholders the consultant shall identify the missing data and upon approval from the City's Project Manager shall collect the following data:
- Origin Destination Study – This shall assist in the determination of the percentage of the vehicular traffic passing through the study corridor vs. community traffic. Origin-Destination Study shall be conducted by setting up Bluetooth readers along the study corridor.
- Collect Intersection and Corridor Counts – Peak hour vehicular turning movement and pedestrian/bicycle counts and 24-hour (seven days) bi-directional traffic volumes shall be collected along the study corridor. Peak hour turning movement counts (vehicular, pedestrian and bicycle) shall be conducted during the weekday morning peak period and afternoon peak period. The location for peak hour turning movement counts and 24-hour bi-directional traffic volumes shall be determined based on the review of the data collected earlier and in consensus with the City of Goleta and stakeholders.
- Parking Data – consultant shall collect demand and supply of on-street parking as well as within public and private parking facilities along and in the close proximity to the study corridor.
- Speed Data – consultant shall collect speed data along the study corridor in consensus with the City staff.
- Collect Queuing Data – consultant shall collect queuing data in 15-minute interval in terms of number of vehicles in turn lanes and through lanes at each study intersections. Queueing data is intended to assist in the calibration and validation of the traffic operational model to be used for evaluation of measure of effectiveness (MOE's) for the project.
- Conduct Travel Time Runs – Travel time runs (four runs) in each direction shall be conducted during the peak periods along the entire length of the study corridor.
- Walking Audit – To identify gaps in pedestrian, bicycle, transit and vehicular facilities the consultant shall conduct a walking audit along the study corridor. During walking audit, Consultant shall collect information on the presence of marked and unmarked crosswalks, bike lanes, curb ramps, signage, sidewalk or pathway width, striping conditions, rolled vs. non-rolled curbs and overall condition of the study corridor.

Task 2.3 Collision Analysis

The consultant shall compile and review the history of collisions involving all modes of transportation along the study corridor for the five most recent years of data available from the California Highway Patrol Statewide Traffic Records System (SWITRS).

Where significant incidents or collision clusters have been identified, consultant shall determine the type and severity of the collision, party at fault, and other available information to understand key factors that led to the collision, and potential countermeasures.

Task 2 Deliverables

- Technical Memorandum summarizing:
- Planning and Policy Document Review
- Existing Environment Inventory
- Collision Analysis

Task 3. Outreach Public Participation

This task pertains to general public outreach to be conducted throughout the project. The involvement of residents in the development of the Hollister Avenue Complete Streets Corridor Plan is critical to its success. The consultant shall develop and implement a targeted public outreach and engagement strategy in conjunction with the City's Community Relations Manager/PIO. In order for the local governments, organizations, businesses and residents to fully understand and endorse a community-wide Transportation System for all modes of transportation in the City of Goleta, it is essential to involve a diverse cross section of the public throughout the preparation of this plan. The consultant specializes in a variety of community outreach methods and strategies to assist our plans and clients, including:

- Public workshops
- Focus groups
- Walking/biking tours
- Project websites
- User and online survey

The consultant understands and anticipates the following number of meetings under this task:

- With City Staff (5)
- Stakeholder Advisory Group (3)
- Community Meetings (3)
- City Council (3)

For a successful Plan, buy-in and participation from City's residents and regular visitors shall be essential if recommendations are to be meaningful and supported over time. The Consultant shall remain flexible and seek confirmation of approach from City staff, and SAG members; contractor shall assume the following activities in the proposal budget:

Task 3.1 Project Website

The consultant shall create an interactive project website to engage the community to submit ideas, concerns, priorities, desired facility and streetscape elements. The website shall provide information on the overall project goals, upcoming community meetings/events, draft and final reports. All approved project deliverables shall be posted to the website. The website shall be linked to a City-hosted Facebook page, and

City-hosted Twitter account. The consultant shall work with the City staff to acquire a custom web address and shall host and manage the site for the duration of the project.

Task 3.2 Online Resident Survey

An online survey shall be an efficient way to engage the public early in the process, both to communicate project objectives and to elicit feedback on specific issues, trip types, and destinations that should be considered for prioritization. The results of the survey shall be integrated into early analysis and help inform future deliverables, and may include the development of an email contact list for project updates.

The consultant shall prepare a draft online survey for review at the kickoff meeting. In the case of this Plan, for example, a visual preference survey of alternative pedestrian facilities and traffic safety treatments that may be most compatible with the rural and scenic character of the community.

As part of this task, consultant shall design a mailer that includes a description and link to the online survey, as well as other information pertaining to the project scope and schedule – such as the date and time of a walking/biking tour (Task 3.2). The results of the online survey shall be summarized and included as part of the Draft/Final Plan.

Task 3.3 Walking/Biking Tour

Organized walking or biking tours are 'public meetings in the field' that can involve elected officials, city staff, advocates, interested residents, visitors, and others (including potential funding partners or media). By gaining a user perspective of key issues and routes, these tours promote a shared stakeholder experience that informs and improves ongoing decision-making. It is not uncommon for our tours to be considered the "highlight" of the planning process and to lead to recommendations in the Plan for more regularly organized community rides/walks.

The consultant shall work with the City staff to determine the timing and route of the tour, and whether a bicycle ride or walk would be most beneficial to the planning process. If requested, participants may convene indoors afterward to further discuss or confirm issues identified during the tour. As an alternative, consultant is prepared to facilitate a more traditional public workshop to help identify and advance concepts.

Highlights and discussion from the tour, recorded through notes, map graphics and digital photos, shall be summarized in a separate memorandum and included as part of the Draft/Final Plan.

Under this task, consultant shall also make a presentation to the SAG to present the work completed under earlier tasks and receive their input for development of the Plan. This presentation shall be made separate from the Walking/Biking Tour.

Task 3.4 Community Outreach Workshops

Community Outreach Workshop No. 1 - The City shall be responsible for scheduling a community outreach workshop and making arrangements for a facility. The consultant shall prepare notifications of public workshops including a narrative for an advertisement. Working with City staff community and related area groups to distribute the email news blast shall be identified. Strategic phone calls to agreed-upon stakeholders to inform them of the meeting shall be performed by the consultant. Consultant shall prepare an agenda, comment sheets, other print materials, record public comments and assist in providing appropriate responses. Meeting materials to be prepared could include exhibit boards, PowerPoint presentations, fact sheets and other materials helpful in presenting the project to the public. Project-related news articles to share with the project team shall be tracked and collected.

During this workshop, information obtained to date shall be presented at the community workshop with the primary objective of gathering input on community concerns. Key components of this community workshop shall include the following:

- Community kick-off workshop with opening presentations on project objectives, tasks and schedule.
- Presentation of information on current and future transportation issues, such as traffic data and surveys, circulation, non-motorized audits of the corridor, and parking.
- Community design tables to provide a forum for community members to work with the project team to clarify issues and priorities.

Community Outreach Workshop No. 2 – The data collected under Tasks 2 and 3 shall be presented at a second community workshop. The purpose of this workshop shall be verification of issues and framing of the issues so that alternatives can be developed.

- The City of Goleta shall be responsible for scheduling the second community outreach workshop and making arrangements for a facility. The Consultant shall be responsible for notification as indicated for Community Outreach Workshop No. 1. Key components of this community workshop shall include the following:
- Presentation of tasks completed to date (data collection, analysis, issues identification).
- Community design tables to provide a forum for community members to work with the project team to verify issues and priorities, identify potential improvements, and develop conceptual transportation improvement designs.

Community Outreach Workshop No. 3 - The Hollister Avenue Complete Streets Corridor Plan alternatives developed shall be presented at the third community workshop. The purpose of the third community workshop shall be to solicit feedback on each alternative and to develop a hybrid alternative based on the corridor plan

alternatives. The City of Goleta shall be responsible for scheduling a third community outreach meeting and making arrangements for a facility. The consultant shall be responsible for notifications and other tasks as identified under Community Outreach Workshop No. 1. Key components of the third community meeting shall include the following:

- Presentation of three Hollister Avenue Complete Streets Corridor Plan alternatives.
- Provide a forum for community members to identify elements of each plan that they want to see in the final preferred plan.

Task 3.5 Stakeholder Meetings

Up to three individual meetings shall be conducted with the stakeholders in consensus with the City of Goleta staff. These meetings shall be organized by City of Goleta staff. The intent of these meetings is to solicit more detailed input from key members of the community. Assumptions:

- Survey shall be hosted external to the Town's website by consultant.
- The City of Goleta shall provide postage, distribute mailers and provide public notice of meetings.

Task 3 Deliverables

- Draft and Final Online Survey
- Mailer with survey description and link, graphics, presentation, summary of input/comments received and other project information for Community Outreach Workshops
- Bicycle/Walking Tour - planning, facilitation, maps and summary document
- Notes from Stakeholder Meetings, presentation, and appropriate materials for discussion

Task 4. Identify Issues

Under this task, the consultant based on the work completed under Tasks 1 through 3 shall conduct overall evaluation of the study corridor under existing and future conditions. Operational, safety and livability issues under existing and future conditions shall be identified under this task. Future traffic demands shall be projected based on the City and County Travel Demand Model. Future pedestrian and bicycle demands shall be projected based on the potential growth and business developments along the study corridor. Circulation patterns shall be reviewed, peak hour traffic control warrants shall be evaluated and recommendations shall be provided for enhancement to circulation patterns and traffic controls along the study corridor. Levels of Service (LOS) for all modes of transportation at the study intersections and roadway segments shall be evaluated under existing and future conditions.

In addition, under this task the consultant shall conduct the following:

- Based on review of accident data patterns that are susceptible to correction through geometric modifications, traffic controls, etc.
- ADA accessibility and amenities along the study corridor shall be evaluated and deficiencies shall be identified
- Deficiencies in pedestrian and bicycle connectivity and safety shall be identified
- Deficiencies along the study corridor for all modes of transportation shall be identified

Task 4 Deliverable:

- Draft and Final Issues and Analysis Report summarizing the issues and work completed under this task
- The Draft and Final Issues and Analysis Report *shall* include but not limited to Peak-hour traffic signal warrants and traffic control recommendations, Existing and Future year intersection LOS for all modes of transportation, and preliminary recommendations

Task 5. Needs and Demand Analysis

The key outcome of this task shall focus on identification of performance indicators to evaluate and compare different alternatives, support implementation of the preferred alternative, and also to ultimately evaluate the future success of the alternative upon implementation. Types of performance indicators to be proposed would include:

- Safety Indicators – Incorporating initial findings concerning collision history and travel speeds.
- Travel Time Indicators – Including “end-to-end” corridor travel time by mode, and “cross-corridor” travel time indicators that take into account the trade-offs between different alternatives, including the net effect on bicycle, motor vehicle, pedestrian and transit travel time.
- Community Design Indicators – Such indicators shall allow community preferences including the character and landscaping of the corridor.
- Cost and Implementation Indicators – Comparing alternatives could incorporate specific cost-sensitive and feasibility indicators.

The consultant shall confer with City staff during Task 1 to confirm the timing of this task. This scope of work proposes to refine performance indicators following initial public input, data gathering and existing conditions assessment during Tasks 1-4. Alternatively, the development of indicators may occur earlier in the process, if desired. Based on the work completed under earlier tasks, input from the SAG and City staff, the consultant shall prepare a memorandum proposing priority projects, policies, and strategies that meet the needs and objectives of the Hollister Avenue Complete Streets Corridor Plan.

The consultant shall assess needs for enhancement, mobility and safety for all modes of transportation. This assessment shall address: 1) the physical attributes of existing facilities; 2) the potential for vehicle trip reductions and air quality benefits; 3) potential

for increased walking and bicycle usage; and 4) the needs of all users of the corridor. The assessment shall identify opportunities for improvement for all modes of transportation, identify gaps and deficiencies within the existing system, and suggest locations where improvements should be prioritized. The assessment shall consider different needs depending on the age, experience and skills.

Task 5.1 Capital Projects

The consultant anticipates that recommendations in this task shall largely focus on the adopted City and Countywide Plans. Proposed roadway improvements along and within this network shall be assessed for enhancements to enhance safety and connectivity. Proposed improvements shall be presented graphically on maps, and through plan/sections of potential high priority projects and illustrative concepts.

Task 5.2 Assessment of Design Policies and Guidelines

As an interdisciplinary transportation planning and design firm, consultant is uniquely positioned to find a balance among the City's mobility goals and challenges and its commitment to maintaining a natural aesthetic. Understanding the power of good design, Consultant shall know there are many ways to 'routinely accommodate' roadway users without the provision of sidewalks and bicycle lanes on every street.

Led by experienced planners and engineers, the consultant shall pursue a synergistic strategy to the provision of Complete Streets guidance, one that interweaves soft surface trail, green stormwater management, and pragmatic traffic design principles to find advancements that are meaningful yet supportable within City of Goleta's existing framework.

Task 5 Deliverables:

- Needs Analysis Memorandum (Word, PDF)

Task 6. Develop Alternatives

At the beginning of this task, consultant shall meet with the City staff to discuss the approach. The alternatives development process shall be conducted in two steps. Preliminary design concepts shall be developed during a 2-day Community Design Charrette that shall serve as a working session for members of the team. Following the charrette, consultant shall refine the preliminary Draft and Final Alternatives.

As a key part of the Alternatives Development task, consultant shall conduct a two-day design charrette. The charrette shall be a working session. The City of Goleta shall be responsible for scheduling a venue for a two-day design charrette. The consultant shall prepare notifications including a narrative for an advertisement. Working with the City of Goleta staff community and related area groups to distribute the email news blast shall be identified. Strategic phone calls to agreed-upon stakeholders to inform them of the meeting shall be performed by the consultant. The consultant shall prepare an agenda, comment sheets, other print materials, record public comments and assist in providing

appropriate responses. Meeting materials to be prepared could include exhibit boards, PowerPoint presentations, fact sheets, and other materials helpful in presenting the project to the public. Project-related news articles to share with the project team shall be tracked and collected.

During day one, Consultant shall present our findings to date, listen to site-specific design suggestions from participants, and sit down with participants to sketch out initial concepts. The data collected under Tasks 1-5 shall be presented at the beginning, including discussion of performance indicators and design constraints.

Based on the work completed under earlier tasks, and desired circulation and operation improvements for multi-modal functionality of the corridor, the consultant may prepare plans by segment, or for the entire study corridor. It is likely that a matrix approach shall be used, with certain strategies identified for one segment and other strategies identified for other segments of the corridor. The consultant proposes to develop three corridor plan alternatives based existing conditions as well as future year transportation projections and the projected operations. Alternatives shall include improvements that effectively reduce congestion, reduce collisions, improve safety, improve connectivity, improve mobility and community livability. Alternatives shall include methods to create a more livable environment and enhance the corridor characteristics by improving multi-modal function, bicycle and pedestrian facilities, traffic calming measures and community aesthetics. The alternatives shall include alternatives, graphics, cross-sections, conceptual examples of roadway geometrics. As part of the development of alternatives ways that bicycle, pedestrian and vehicular infrastructure standards that should be implemented within the corridor to improve efficient and safe connectivity shall be recommended. Using standards from NACTO, and other similar best practices, Consultant shall draw from other similar projects implemented recently. Plan development shall include the following key items:

- Develop measures to improve safety of motorists, pedestrians, and bicyclists.
- Develop measures to reduce critical queuing conditions.
- Determine potential modifications to lane geometrics to better serve the needs of all users.
- Identify trade-offs of the appropriateness of providing capacity improvements to reduce delay and improve LOS at the study intersections and roadway segments.
- Develop measures to improve pedestrian facilities along the corridor and connect pedestrian routes.
- Develop measures to improve bicycle travel facilities along the corridor and connect bike routes.
- Identify bus stops needed for transit service.
- Preliminary needs for right-of-way acquisition for potential roadway reconfiguration options under the alternatives shall be evaluated.
- Concept-level cost estimates for each alternatives shall be developed.

- Alternatives shall be evaluated against agreed upon measure of effectiveness for the project.

Under this task, Consultant shall request right of way maps and as-builts for the corridor. These maps shall be overlaid over a Google Earth image for use in Plan exhibits and design discussions. No survey boundary work or topographic survey is included as part of this task. The Consultant shall include a site walk with the project team to better characterize the constraints and opportunities so appropriate improvements can be identified.

Based on improvement alternatives Consultant shall prepare rough order of magnitude construction cost estimates. The Consultant shall assume these shall be high-level planning estimates. Itemized improvements shall be limited to significant cost items identified at this stage. Smaller items and items not otherwise identified would be included as a percentage of overall cost for minor items and contingencies.

Task 6 Deliverables:

- Draft and Final Alternatives Report (Word, PDF)

Task 7. 3D Simulation

Under this task the consultant shall develop 3D simulation for three proposed alternatives for the project. 3D simulation for existing conditions shall be also developed. The alternatives for which 3D simulation shall be developed shall be determined in consultation with City of Goleta staff.

Task 7 Deliverables:

- 3D Simulation Models for three proposed alternatives

Task 8. Complete Streets Plan

Based on the work completed under earlier tasks, the consultant shall prepare a preliminary Complete Streets Plan, taking into consideration enhancement of operations, safety, mobility and connectivity for all modes of transportation. The plan shall also consider the eligibility requirements for major bicycling and pedestrian grant programs such as California's Active Transportation Program, TDA Article 3, Bicycle and Pedestrian funds, HSIP and air quality funds to maximize the Town's ability to pursue funding opportunities. The plan shall focus on specific areas of the City of Goleta including schools, point of interest, regional connectivity, transit stations and stops and other focus areas to enhance operations, safety, mobility and connectivity for all modes of transportation. Specifically the preliminary Complete Streets Plan shall address at a minimum the following:

- Vision, Goals and Objectives
- Transportation Network Plan and

- Current Conditions Evaluation and Existing Conditions Maps
 - Community Needs and Priorities
 - Current System Friendliness for All Modes of Transportation
 - Facility Assessment
 - Sidewalk Opportunity Corridors mapped in GIS
 - Bicycle Opportunity Corridors with pavement widths, lane widths and shoulder widths
- Map
 - Recommendations and Corridor Descriptions
 - Sidewalk Recommendations
 - Bicycle Recommendations
 - Off-Road Recommendations
 - Intersection Improvement Recommendations
 - Complete Streets Facility Guidelines
 - Facility Standards
 - Complete Streets Cross Sections
 - Landscaping and Beautification Options

Task 8 Deliverables

- Draft and Final Preliminary Complete Streets Plan (Word, PDF)

Exhibit B
Schedule of Fees

Principal.....	\$220/hour
Director	200/hour
Senior Project Manager	190/hour
Project Manager	160/hour
Senior Transportation Engineer.....	140/hour
Transportation Engineer	130/hour
Assistant Transportation Engineer.....	115/hour
Transportation Planner	110/hour
Assistant Transportation Planner.....	105/hour
Graphics Designer.....	100/hour
Technical Staff.....	80/hour
Technical Staff II.....	85/hour
Administrative Staff.....	80/hour
Production Staff.....	55/hour

Agreement No. 2016-114.1
City of Goleta, California

**AMENDMENT NO. 1
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
TJKM**

This Amendment No. 1 to a PROFESSIONAL DESIGN SERVICES AGREEMENT is made this 19th day of December, 2017, between the **City of Goleta**, a municipal corporation ("City") and **TJKM**, A California Corporation ("Consultant") dated September 20, 2016 ("Agreement," Agreement No. 2016-114).

RECITALS

WHEREAS, this Agreement is for professional design services in conjunction with the Hollister Avenue Complete Streets Corridor Plan project; and

WHEREAS, on September 20, 2016, the City and Consultant entered into the Agreement for the total compensation amount not to exceed \$260,000; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement of December 31, 2017; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2019; and

WHEREAS, the City Council approved this Amendment No. 1, pursuant to the Goleta Municipal Code Section 3.05.240 on this 19th day of December, 2017.

AMENDED TERMS

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

1. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term to June 30, 2019, to read in its entirety.


The term of this Agreement is from the date first written above to June 30, 2019, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

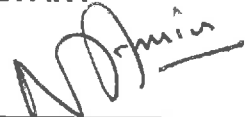
2. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

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

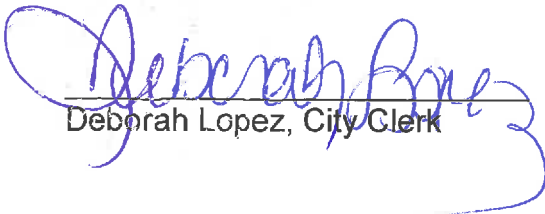
CITY OF GOLETA



Michelle Greene, City Manager

CONSULTANT



Nayan Amin, President

ATTEST:


Deborah Lopez, City Clerk


Ruta Jariwala, Principal/Secretary

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney

ATTACHMENT 2

Amendment No.2 to the Professional Design Services Agreement 2016-114 for the
Hollister Complete Streets Corridor Plan Project.

**AMENDMENT NO. 2
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
TJKM**

This Amendment No. 2 to a PROFESSIONAL DESIGN SERVICES AGREEMENT is made this 15th day of May, 2018, between the **CITY OF GOLETA**, a municipal corporation ("City") and **TJKM**, a California Corporation, ("Consultant") dated September 20, 2016 ("Agreement," Agreement No. 2016-114).

RECITALS

WHEREAS, this Agreement is for professional design services in conjunction with the Hollister Avenue Complete Streets Corridor Plan; and

WHEREAS, on December 19, 2017 the Agreement was amended to extend the termination of the Agreement to June 30, 2019; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed two hundred sixty thousand dollars (\$260,000); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of twenty-eight thousand two hundred and fifty dollars (\$28,250) for additional tasks in conjunction with the Hollister Avenue Complete Streets Corridor Plan; and

WHEREAS, the Agreement between City and Consultant currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services as set forth for Consultant; and

WHEREAS, the parties desire to amend Exhibit A of the Agreement by adding additional traffic studies, as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-2"; and

WHEREAS, the City Council approved this Amendment No. 2, pursuant to the Goleta Municipal Code Section 3.05.240 on this 15th day of May, 2018.

AMENDED TERMS

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

1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$28,250 and to read in its entirety:

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$288,250 (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 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

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

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

In concurrence and witness whereof, this Amendment No. 2 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Nayan Amin, President

ATTEST:

Deborah Lopez, City Clerk

Ruta Jariwala, Principal/Secretary

APPROVED AS TO FORM



Winnie Cai, Deputy City Attorney

Exhibit A-2 Scope of Work

Task 1. Project Management and Kick-Off Meeting

Task 1.1 Project Management and Project

The consultant shall attend and facilitate a project kick-off meeting with City staff, and others as needed. The purpose of the meeting shall be to:

- Identify project goals and objectives
- Discuss and confirm critical data/issues that may influence Plan development
- Prepare a draft scope and schedule for review by stakeholders
- Finalize project scope and schedule, including approach to public outreach

The consultant shall prepare meeting materials including meeting agenda and related materials, PowerPoint presentations (if necessary), and summarize meeting notes and action items. Throughout the project, there shall be ongoing coordination between the consultant and City staff. Consultant shall hold regular progress conference calls (bi-weekly) so the project keeps on track and meets expectations. The consultant shall provide monthly project updates that shall include budget, schedule and deliverables progress to the City's Project Manager. The consultant shall coordinate meetings with City staff and other stakeholders for various milestones throughout the project.

Task 1.2 Detailed Work Plan

The consultant shall develop a detailed Work Plan, which shall include Scope of Work, and detailed schedule including meetings for the project. Under this task the public outreach program including advertisement strategies, format of public workshops and outreach efforts shall be fine-tuned. The Consultant shall detail the key staff members, communication channels, QA/QC process, invoicing procedures and other relevant items. The Work Plan shall be revised based on comments received from City staff and discussions at the kick-off meeting.

Task 1.3 Stakeholder Advisory Group

The Consultant shall identify representatives from County of Santa Barbara, City of Santa Barbara, UCSB, SB Bike Coalition, COAST, Chamber of Commerce, MTD, Caltrans, emergency service providers, and local community to form a Stakeholder Advisory Group (SAG) in advance of the project kickoff. The purpose of the SAG shall be to inform the project scope, review early deliverables, and confirm support of the draft plan before presentation to the Transportation Committee, Planning Commission and Council.

The consultant shall have two meetings with SAG. Consultant shall meet with the SAG to review information collected in Tasks 3 and 4, and again to review and comment on the initial draft of the Hollister Avenue Complete Streets Corridor Plan. The consultant shall prepare an agenda, maps, graphics, and other relevant materials for each meeting, and provide a written summary of the discussions and action items.

Task 1 Deliverables:

- Attendance and facilitation of Project Kick-Off Meeting
- Project Kick-Off Meeting summary notes
- Final project scope and schedule
- Identification of Stakeholder Advisory Group SAG
- Facilitation and attendance at up to two SAG meetings and related meeting materials
- Regular project management conference calls and monthly progress updates

Task 2. Inventory Existing Facilities, Programs and Conditions

Task 2.1 Review and Assess Current and Previous Planning Documents

The consultant shall collect and conduct a thorough review of prior planning and engineering technical studies relevant to the study corridor. This review shall also include existing bicycle, pedestrian and Safe Routes to School planning documents for the study area. Relevant documents include, but are not limited to, City of Goleta Complete Streets Policy, City of Goleta Bicycle and Pedestrian Master Plan, Neighborhood Traffic Management Program, General Plan, County of Santa Barbara Bicycle and Pedestrian Plan, Transit Corridors, and other relevant documents as applicable within City of Goleta and neighboring jurisdictions. Relevant documents shall be reviewed to explore opportunities for coordination.

The document review shall focus on the goals and objectives that support the Hollister Avenue Complete Streets Corridor Plan, specific design guidelines and City's policies, and identification of key connections, destinations, and priority intersections. The results of this document review shall be summarized as part of a Technical Memorandum.

Task 2.2 Inventory Existing Environment

A key task of the Hollister Avenue Complete Streets Plan shall be to address and improve operations, safety and accessibility for all modes of transportation while maintaining the character of the community. In order to understand the constraints and opportunities within this context, a thorough inventory of existing infrastructure and conditions shall be conducted throughout the study corridor. The key data to be collected under this task is:

- Existing Data from City – Existing data and relevant information shall be obtained including GIS files, as-built plans, relevant traffic data, collision data, speed surveys, signal timings, inventories of crosswalks, signs and other information.
- Public Transit Utilization Data – Transit agencies shall be contacted to request for boarding's by bus stops located along the entire study corridor shall be made.
- Collect New Data – Based on the review of the data collected from the City of Goleta and other stakeholders the consultant shall identify the missing data and upon approval from the City's Project Manager shall collect the following data:

- **Origin Destination Study** – This shall assist in the determination of the percentage of the vehicular traffic passing through the study corridor vs. community traffic. Origin-Destination Study shall be conducted by setting up Bluetooth readers along the study corridor.
- **Collect Intersection and Corridor Counts** – Peak hour vehicular turning movement and pedestrian/bicycle counts and 24-hour (seven days) bi-directional traffic volumes shall be collected along the study corridor. Peak hour turning movement counts (vehicular, pedestrian and bicycle) shall be conducted during the weekday morning peak period and afternoon peak period. The location for peak hour turning movement counts and 24-hour bi-directional traffic volumes shall be determined based on the review of the data collected earlier and in consensus with the City of Goleta and stakeholders.
- **Parking Data** – consultant shall collect demand and supply of on-street parking as well as within public and private parking facilities along and in the close proximity to the study corridor.
- **Speed Data** – consultant shall collect speed data along the study corridor in consensus with the City staff.
- **Collect Queuing Data** – consultant shall collect queuing data in 15-minute interval in terms of number of vehicles in turn lanes and through lanes at each study intersections. Queueing data is intended to assist in the calibration and validation of the traffic operational model to be used for evaluation of measure of effectiveness (MOE's) for the project.
- **Conduct Travel Time Runs** – Travel time runs (four runs) in each direction shall be conducted during the peak periods along the entire length of the study corridor.
- **Walking Audit** – To identify gaps in pedestrian, bicycle, transit and vehicular facilities the consultant shall conduct a walking audit along the study corridor. During walking audit, Consultant shall collect information on the presence of marked and unmarked crosswalks, bike lanes, curb ramps, signage, sidewalk or pathway width, striping conditions, rolled vs. non-rolled curbs and overall condition of the study corridor.

Task 2.3 Collision Analysis

The consultant shall compile and review the history of collisions involving all modes of transportation along the study corridor for the five most recent years of data available from the California Highway Patrol Statewide Traffic Records System (SWITRS).

Where significant incidents or collision clusters have been identified, consultant shall determine the type and severity of the collision, party at fault, and other available information to understand key factors that led to the collision, and potential countermeasures.

Task 2 Deliverables

- Technical Memorandum summarizing:
- Planning and Policy Document Review
- Existing Environment Inventory
- Collision Analysis

Task 3. Outreach Public Participation

Public outreach shall be conducted throughout the duration of the project. The involvement of residents in the development of the Hollister Avenue Complete Streets Corridor Plan is critical to its success. The consultant shall develop and implement a targeted public outreach and engagement strategy. In order for the local governments, organizations, businesses and residents to fully understand and endorse a community-wide Transportation System for all modes of transportation in the City of Goleta, it is essential to involve a diverse cross section of the public throughout the preparation of this plan. The consultant specializes in a variety of community outreach methods and strategies to assist our plans and clients, including:

- Public workshops
- Focus groups
- Walking/biking tours
- Project websites
- User and online survey

The consultant understands and anticipates the following number of meetings under this task:

- With City Staff (5)
- Stakeholder Advisory Group (3)
- Community Meetings (3)
- City Council (3)

For a successful Plan, buy-in and participation from City's residents and regular visitors shall be essential if recommendations are to be meaningful and supported over time. The Consultant shall remain flexible and seek confirmation of approach from City staff, and SAG members; contractor shall assume the following activities in the proposal budget:

Task 3.1 Project Website

The consultant shall create an interactive project website to engage the community to submit ideas, concerns, priorities, desired facility and streetscape elements. The website shall provide information on the overall project goals, upcoming community meetings/events, draft and final reports. All approved project deliverables shall be posted to the website. The website shall be linked to a City-hosted Facebook page, and City-hosted Twitter account. The consultant shall work with the City staff to acquire a custom web address and shall host and manage the site for the duration of the project.

Task 3.2 Online Resident Survey

An online survey shall be an efficient way to engage the public early in the process, both to communicate project objectives and to elicit feedback on specific issues, trip types, and destinations that should be considered for prioritization. The results of the survey

shall be integrated into early analysis and help inform future deliverables, and may include the development of an email contact list for project updates.

The consultant shall prepare a draft online survey for review at the kickoff meeting. In the case of this Plan, for example, a visual preference survey of alternative pedestrian facilities and traffic safety treatments that may be most compatible with the rural and scenic character of the community.

As part of this task, consultant shall design a mailer that includes a description and link to the online survey, as well as other information pertaining to the project scope and schedule – such as the date and time of a walking/biking tour (Task 3.2). The results of the online survey shall be summarized and included as part of the Draft/Final Plan.

Task 3.3 Walking/Biking Tour

Organized walking or biking tours are ‘public meetings in the field’ that can involve elected officials, city staff, advocates, interested residents, visitors, and others (including potential funding partners or media). By gaining a user perspective of key issues and routes, these tours promote a shared stakeholder experience that informs and improves ongoing decision-making. It is not uncommon for our tours to be considered the “highlight” of the planning process and to lead to recommendations in the Plan for more regularly organized community rides/walks.

The consultant shall work with the City staff to determine the timing and route of the tour, and whether a bicycle ride or walk would be most beneficial to the planning process. If requested, participants may convene indoors afterward to further discuss or confirm issues identified during the tour. As an alternative, consultant is prepared to facilitate a more traditional public workshop to help identify and advance concepts.

Highlights and discussion from the tour, recorded through notes, map graphics and digital photos, shall be summarized in a separate memorandum and included as part of the Draft/Final Plan.

Under this task, consultant shall also make a presentation to the SAG to present the work completed under earlier tasks and receive their input for development of the Plan. This presentation shall be made separate from the Walking/Biking Tour.

Task 3.4 Community Outreach Workshops

Community Outreach Workshop No. 1 - The City shall be responsible for scheduling a community outreach workshop and making arrangements for a facility. The consultant shall prepare notifications of public workshops including a narrative for an advertisement. Working with City staff community and related area groups to distribute the email news blast shall be identified. Strategic phone calls to agreed-upon stakeholders to inform them of the meeting shall be performed by the consultant. Consultant shall prepare an agenda, comment sheets, other print materials, record public comments and assist in providing appropriate responses. Meeting materials to be prepared could include exhibit boards,

PowerPoint presentations, fact sheets and other materials helpful in presenting the project to the public. Project-related news articles to share with the project team shall be tracked and collected.

During this workshop, information obtained to date shall be presented at the community workshop with the primary objective of gathering input on community concerns. Key components of this community workshop shall include the following:

- Community kick-off workshop with opening presentations on project objectives, tasks and schedule.
- Presentation of information on current and future transportation issues, such as traffic data and surveys, circulation, non-motorized audits of the corridor, and parking.
- Community design tables to provide a forum for community members to work with the project team to clarify issues and priorities.

Community Outreach Workshop No. 2 – The data collected under Tasks 2 and 3 shall be presented at a second community workshop. The purpose of this workshop shall be verification of issues and framing of the issues so that alternatives can be developed.

- The City of Goleta shall be responsible for scheduling the second community outreach workshop and making arrangements for a facility. The Consultant shall be responsible for notification as indicated for Community Outreach Workshop No. 1. Key components of this community workshop shall include the following:
- Presentation of tasks completed to date (data collection, analysis, issues identification).
- Community design tables to provide a forum for community members to work with the project team to verify issues and priorities, identify potential improvements, and develop conceptual transportation improvement designs.

Community Outreach Workshop No. 3 - The Hollister Avenue Complete Streets Corridor Plan alternatives developed shall be presented at the third community workshop. The purpose of the third community workshop shall be to solicit feedback on each alternative and to develop a hybrid alternative based on the corridor plan alternatives. The City of Goleta shall be responsible for scheduling a third community outreach meeting and making arrangements for a facility. The consultant shall be responsible for notifications and other tasks as identified under Community Outreach Workshop No. 1. Key components of the third community meeting shall include the following:

- Presentation of three Hollister Avenue Complete Streets Corridor Plan alternatives.
- Provide a forum for community members to identify elements of each plan that they want to see in the final preferred plan.

Task 3.5 Stakeholder Meetings

Up to three individual meetings shall be conducted with the stakeholders in consensus with the City of Goleta staff. These meetings shall be organized by City of Goleta staff. The intent of these meetings is to solicit more detailed input from key members of the community. Assumptions:

- Survey shall be hosted external to the Town's website by consultant.
- The City of Goleta shall provide postage, distribute mailers and provide public notice of meetings.

Task 3 Deliverables

- Draft and Final Online Survey
- Mailer with survey description and link, graphics, presentation, summary of input/comments received and other project information for Community Outreach Workshops
- Bicycle/Walking Tour - planning, facilitation, maps and summary document
- Notes from Stakeholder Meetings, presentation, and appropriate materials for discussion

Task 4. Identify Issues

Under this task, the consultant based on the work completed under Tasks 1 through 3 shall conduct overall evaluation of the study corridor under existing and future conditions. Operational, safety and livability issues under existing and future conditions shall be identified under this task. Future traffic demands shall be projected based on the City and County Travel Demand Model. Future pedestrian and bicycle demands shall be projected based on the potential growth and business developments along the study corridor. Circulation patterns shall be reviewed, peak hour traffic control warrants shall be evaluated and recommendations shall be provided for enhancement to circulation patterns and traffic controls along the study corridor. Levels of Service (LOS) for all modes of transportation at the study intersections and roadway segments shall be evaluated under existing and future conditions.

In addition, under this task the consultant shall conduct the following:

- Based on review of accident data patterns that are susceptible to correction through geometric modifications, traffic controls, etc.
- ADA accessibility and amenities along the study corridor shall be evaluated and deficiencies shall be identified
- Deficiencies in pedestrian and bicycle connectivity and safety shall be identified
- Deficiencies along the study corridor for all modes of transportation shall be identified

Task 4 Deliverable:

- Draft and Final Issues and Analysis Report summarizing the issues and work completed under this task

- The Draft and Final Issues and Analysis Report *shall* include but not limited to Peak-hour traffic signal warrants and traffic control recommendations, Existing and Future year intersection LOS for all modes of transportation, and preliminary recommendations

Task 5. Needs and Demand Analysis

The key outcome of this task shall focus on identification of performance indicators to evaluate and compare different alternatives, support implementation of the preferred alternative, and also to ultimately evaluate the future success of the alternative upon implementation. Types of performance indicators to be proposed would include:

- Safety Indicators – Incorporating initial findings concerning collision history and travel speeds.
- Travel Time Indicators – Including “end-to-end” corridor travel time by mode, and “cross-corridor” travel time indicators that take into account the trade-offs between different alternatives, including the net effect on bicycle, motor vehicle, pedestrian and transit travel time.
- Community Design Indicators – Such indicators shall allow community preferences including the character and landscaping of the corridor.
- Cost and Implementation Indicators – Comparing alternatives could incorporate specific cost-sensitive and feasibility indicators.

The consultant shall confer with City staff during Task 1 to confirm the timing of this task. This scope of work proposes to refine performance indicators following initial public input, data gathering and existing conditions assessment during Tasks 1-4. Alternatively, the development of indicators may occur earlier in the process, if desired.

Based on the work completed under earlier tasks, input from the SAG and City staff, the consultant shall prepare a memorandum proposing priority projects, policies, and strategies that meet the needs and objectives of the Hollister Avenue Complete Streets Corridor Plan.

The consultant shall assess needs for enhancement, mobility and safety for all modes of transportation. This assessment shall address: 1) the physical attributes of existing facilities; 2) the potential for vehicle trip reductions and air quality benefits; 3) potential for increased walking and bicycle usage; and 4) the needs of all users of the corridor. The assessment shall identify opportunities for improvement for all modes of transportation, identify gaps and deficiencies within the existing system, and suggest locations where improvements should be prioritized. The assessment shall consider different needs depending on the age, experience and skills.

Task 5.1 Capital Projects

The consultant anticipates that recommendations in this task shall largely focus on the adopted City and Countywide Plans. Proposed roadway improvements along and within this network shall be assessed for enhancements to enhance safety and connectivity. Proposed improvements shall be presented graphically on maps, and through plan/sections of potential high priority projects and illustrative concepts.

City of Goleta

Amendment No. 2 to Agreement No. 2016-114

Page 11 of 16

Task 5.2 Assessment of Design Policies and Guidelines

As an interdisciplinary transportation planning and design firm, consultant is uniquely positioned to find a balance among the City's mobility goals and challenges and its commitment to maintaining a natural aesthetic. Understanding the power of good design, Consultant shall know there are many ways to 'routinely accommodate' roadway users without the provision of sidewalks and bicycle lanes on every street.

Led by experienced planners and engineers, the consultant shall pursue a synergistic strategy to the provision of Complete Streets guidance, one that interweaves soft surface trail, green stormwater management, and pragmatic traffic design principles to find advancements that are meaningful yet supportable within City of Goleta's existing framework.

Task 5 Deliverables:

- Needs Analysis Memorandum (Word, PDF)

Task 5.3 One-Way Street Conversion

Under this task Consultant shall conduct an analysis to evaluate the impacts of converting the existing two-way streets to one-way only along for the following two corridors (as highlighted in the figure below):

1. Orange Avenue/Mandarin Drive/Magnolia Avenue; and
2. Orange Avenue/Gaviota Street/Magnolia Avenue

Consultant shall use the existing turning movement counts at the two (2) intersections and average daily traffic (ADT) counts at one (1) location listed below within the study area from the Hollister Avenue complete streets project:

- Turning Movement Counts (both AM and PM peak hours):
 - Hollister Avenue/Orange Avenue
 - Hollister Avenue/Magnolia Avenue
- ADT Counts:
 - Hollister Avenue, between Magnolia Avenue and Nectarine Avenue/Pine Avenue

The following new data shall be collected for this task:

- Origin-Destination (OD) data:
- Consultant shall acquire OD data using StreetLight a GPS-based (e.g., smart phones, commercial fleets, wearable devices) source. StreetLight provides OD data for trips between any "zones" that a user is interested in. A "zone" can be virtually any size and is user-defined based on study needs. Consultant has worked with StreetLight intensively and have applied their OD data successfully for numerous projects. Using the OD data, we shall be able to know the traffic patterns and make recommendations accordingly on the directions of the one-way streets. Together with turning movement counts in the study area, we shall be able

to quantify anticipated traffic demand due to traffic pattern changes, analyze potential impacts (e.g., delay, level of service (LOS)), and provide recommendations to minimize the impacts (if any).

- Turning Movement Counts at the following intersections:
 - Orange Avenue/Mandarin Drive
 - Magnolia Avenue/Mandarin Drive
 - Orange Avenue/Gaviota Street
 - Magnolia Avenue/Gaviota Street

Consultant shall analyze the collected data, conduct traffic analysis (both roadway segments and intersections), and make recommendations on one-way traffic circulations.

Task 5.4 Change of traffic circulation

The proposed alternatives for Complete Street along Hollister Avenue recommends a median between the intersection of Rutherford Street and Kinman Avenue along Hollister Avenue. This shall force the existing left-turning vehicles coming out of the Community Center to make U-turns at the downstream intersection of Hollister Avenue/Kinman Avenue. However, the existing exit out of the facility is only about 90 feet away from the intersection, which would make it nearly impossible for the transit and school buses to safely access the left-turn lane in order to make a U-turn. Hence, a study is needed to explore the feasibility of altering the current one-way circulation (i.e., from east to west instead), as illustrated in the figure below.

The change of direction of the current traffic circulation at this location shall be evaluated to determine the impact on the following:

- Intersection of Hollister Avenue/Kinman Avenue
- Intersection of Hollister Avenue/New Exit (out of Community Center)
- Access to transit stations on both sides of Hollister Avenue
- Internal parking

Consultant shall use the existing turning movement counts at the intersection of Hollister Avenue/Kinman Avenue from the Hollister Avenue complete streets project

The following new data shall be collected for this task:

- Turning Movement Counts:
 - Hollister Avenue/Existing Entrance (to Community Center)
 - Hollister Avenue/Existing Exit (out of Community Center)

Consultant shall analyze the collected data, conduct traffic analysis, and make recommendations on traffic circulations and parking layouts.

Report

- Draft and Final Report summarizing the work completed under both tasks.

Task 6. Develop Alternatives

At the beginning of this task, consultant shall meet with the City staff to discuss the approach. The alternatives development process shall be conducted in two steps. Preliminary design concepts shall be developed during a 2-day Community Design Charrette that shall serve as a working session for members of the team. Following the charrette, consultant shall refine the preliminary Draft and Final Alternatives.

As a key part of the Alternatives Development task, consultant shall conduct a two-day design charrette. The charrette shall be a working session. The City of Goleta shall be responsible for scheduling a venue for a two-day design charrette. The consultant shall prepare notifications including a narrative for an advertisement. Working with the City of Goleta staff community and related area groups to distribute the email news blast shall be identified. Strategic phone calls to agreed-upon stakeholders to inform them of the meeting shall be performed by the consultant. The consultant shall prepare an agenda, comment sheets, other print materials, record public comments and assist in providing appropriate responses. Meeting materials to be prepared could include exhibit boards, PowerPoint presentations, fact sheets, and other materials helpful in presenting the project to the public. Project-related news articles to share with the project team shall be tracked and collected.

During day one, Consultant shall present our findings to date, listen to site-specific design suggestions from participants, and sit down with participants to sketch out initial concepts. The data collected under Tasks 1-5 shall be presented at the beginning, including discussion of performance indicators and design constraints.

Based on the work completed under earlier tasks, and desired circulation and operation improvements for multi-modal functionality of the corridor, the consultant may prepare plans by segment, or for the entire study corridor. It is likely that a matrix approach shall be used, with certain strategies identified for one segment and other strategies identified for other segments of the corridor. The consultant proposes to develop three corridor plan alternatives based existing conditions as well as future year transportation projections and the projected operations. Alternatives shall include improvements that effectively reduce congestion, reduce collisions, improve safety, improve connectivity, improve mobility and community livability. Alternatives shall include methods to create a more livable environment and enhance the corridor characteristics by improving multi-modal function, bicycle and pedestrian facilities, traffic calming measures and community aesthetics. The alternatives shall include alternatives, graphics, cross-sections, conceptual examples of roadway geometrics. As part of the development of alternatives ways that bicycle, pedestrian and vehicular infrastructure standards that should be implemented within the corridor to improve efficient and safe connectivity shall be recommended. Using standards from NACTO, and other similar best practices, Consultant shall draw from other similar projects implemented recently. Plan development shall include the following key items:

- Develop measures to improve safety of motorists, pedestrians, and bicyclists.
- Develop measures to reduce critical queuing conditions.
- Determine potential modifications to lane geometrics to better serve the needs of all users.
- Identify trade-offs of the appropriateness of providing capacity improvements to reduce delay and improve LOS at the study intersections and roadway segments.
- Develop measures to improve pedestrian facilities along the corridor and connect pedestrian routes.
- Develop measures to improve bicycle travel facilities along the corridor and connect bike routes.
- Identify bus stops needed for transit service.
- Preliminary needs for right-of-way acquisition for potential roadway reconfiguration options under the alternatives shall be evaluated.
- Concept-level cost estimates for each alternatives shall be developed.
- Alternatives shall be evaluated against agreed upon measure of effectiveness for the project.

Under this task, Consultant shall request right of way maps and as-builts for the corridor. These maps shall be overlaid over a Google Earth image for use in Plan exhibits and design discussions. No survey boundary work or topographic survey is included as part of this task. The Consultant shall include a site walk with the project team to better characterize the constraints and opportunities so appropriate improvements can be identified.

Based on improvement alternatives Consultant shall prepare rough order of magnitude construction cost estimates. The Consultant shall assume these shall be high-level planning estimates. Itemized improvements shall be limited to significant cost items identified at this stage. Smaller items and items not otherwise identified would be included as a percentage of overall cost for minor items and contingencies.

Task 6 Deliverables:

- Draft and Final Alternatives Report (Word, PDF)

Task 7. 3D Simulation

Under this task the consultant shall develop 3D simulation for three proposed alternatives for the project. 3D simulation for existing conditions shall be also developed. The alternatives for which 3D simulation shall be developed shall be determined in consultation with City of Goleta staff.

Task 7 Deliverables:

- 3D Simulation Models for three proposed alternatives

Task 8. Complete Streets Plan

Based on the work completed under earlier tasks, the consultant shall prepare a preliminary Complete Streets Plan, taking into consideration enhancement of operations, safety, mobility and connectivity for all modes of transportation. The plan shall also consider the eligibility requirements for major bicycling and pedestrian grant programs such as California's Active Transportation Program, TDA Article 3, Bicycle and Pedestrian funds, HSIP and air quality funds to maximize the Town's ability to pursue funding opportunities. The plan shall focus on specific areas of the City of Goleta including schools, point of interest, regional connectivity, transit stations and stops and other focus areas to enhance operations, safety, mobility and connectivity for all modes of transportation. Specifically, the preliminary Complete Streets Plan shall address at a minimum the following:

- Vision, Goals and Objectives
- Current Conditions Evaluation and Existing Conditions Maps
- Community Needs and Priorities
- Current System Friendliness for All Modes of Transportation
- Facility Assessment
- Sidewalk Opportunity Corridors mapped in GIS
- Bicycle Opportunity Corridors with pavement widths, lane widths and shoulder widths
- Transportation Network Plan and Map
- Recommendations and Corridor Descriptions
- Sidewalk Recommendations
- Bicycle Recommendations
- Off-Road Recommendations
- Intersection Improvement Recommendations
- Complete Streets Facility Guidelines
- Facility Standards
- Complete Streets Cross Sections
- Landscaping and Beautification Options

Task 8 Deliverables

- Draft and Final Preliminary Complete Streets Plan (Word, PDF)