



TO: Mayor and Councilmembers

FROM: Charlie W. Ebeling, Public Works Director

CONTACT: John Gentry, Deputy Public Works Director

SUBJECT: 101 Overpass Cooperative Work Agreement #05-0325 with the State of California Department of Transportation

RECOMMENDATION:

Authorize the Mayor to execute a Cooperative Work Agreement with the State Department of Transportation for the Project Initiation Document phase of the 101 Overpass Project (CIP 9027), and authorizing the Public Works Director to execute the Project Charter.

BACKGROUND:

In July 2009 the City of Goleta approved the *Goleta Overpass Improvement Project (CIP 9027) Feasibility Study* report. The Feasibility Study completed by Drake Haglan and Associates (DHA) in 2009 identifies three alternative solutions to improve transportation access between residential neighborhoods to the north of Route 101 and commercial centers south of Route 101 between the Storke Road and Cathedral Oaks overcrossings. According to the study, the Glen Annie/Storke Road interchange is a popular access point to Route 101, and when freeway traffic is combined with the local cross-town traffic, significant delays are common around the freeway ramps and the local roads. The intersection of Hollister Avenue and Storke Road, just south of the freeway interchange, is also experiencing travel delays at peak times. The new Goleta overpass will help alleviate the traffic demands through this corridor by providing an alternative route over the freeway. Public meetings have been held periodically from 2009 through 2014 to inform the community of the alternative proposals and receive input from the public.

The next phase in the process is for the City to prepare a Project Study Report-Project Development Support (PSR-PDS) as the Project Initiation Document (PID) for the project. California Government Code section 65086.5 mandates that Caltrans review and approve all PIDs developed by entities other than Caltrans. Caltrans' Deputy Directive 90 (DD-90) requires Independent Quality Assurance (IQA) to be performed by

Caltrans of local agency/consultant prepared documents. Beginning in Fiscal Year 2011/2012 Caltrans must be reimbursed for all work it performs toward the preparation and approval of PIDs prepared by other entities, including quality management work needed to fulfill its owner/operator responsibilities for projects proposed for the State Highway System.

Work will be governed by a cooperative agreement for the PID phase which sets forth the terms, covenants and conditions under which the City and Caltrans will complete the PSR-PDS. The cooperative agreement includes an estimate of \$115,000 for reimbursement for IQA work performed by Caltrans.

DISCUSSION:

IN 2017, City Council authorized an amendment to DHA's contract for Preliminary Engineering services including scope to develop the PID. DHA has now completed the Draft PSR-PDS, and is ready to submit to Caltrans for review. The Cooperative Agreement stipulates that Caltrans will begin review of the PID within 45 days following receipt of an initial deposit of \$29,000 by the City. On May 10, 2018 the City received the Cooperative Agreement from Caltrans for signature by the Mayor, City Clerk and City Attorney. Execution of the Cooperative Agreement is a necessary step to complete preliminary engineering and begin the design phase of the project.

The Project Charter establishes a mutual understanding and agreement between the City and Caltrans regarding the development of the Project Initiation Document (PID). The project charter provides direction to the team for preparation of project documents, quality control, quality assurance, and independent quality assurance responsibilities; specifically related to the submittal of documents, review and approval of these documents, and conflict resolution. Public Works recommends that the City Council authorize the Mayor, City Clerk and City Attorney to sign the Cooperative Agreement on behalf of the City Council and authorize the City Public Works Director to execute the Project Charter.

FISCAL IMPACTS:

The Cooperative Agreement amount of \$115,000 is within the CIP budget identified in the current City Operating and Capital Budget. There is sufficient budget in FY17/18 to support this Cooperative Agreement with Caltrans. No additional appropriations are necessary. Caltrans will invoice the City for \$29,000 as an initial deposit after execution of this agreement.

Account	Fund	Description	FY17/18 Budget Balance
220-5-9027-706	GTIP	CIP - Services	\$220,255.
Total			\$220,255.

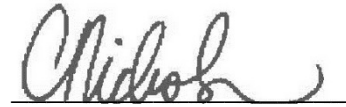
ALTERNATIVES:

The Council may elect not to approve the Cooperative Agreement; however, if the City of Goleta does not execute the Cooperative Agreement with Caltrans, work cannot continue on the project.

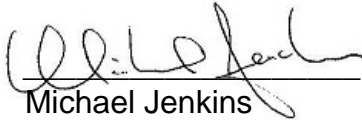
Reviewed By:

Legal Review By:

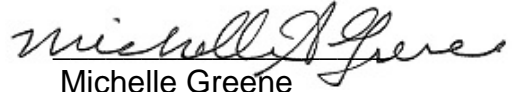
Approved By:



Carmen Nichols
Deputy City Manager



Michael Jenkins
City Attorney



Michelle Greene
City Manager

ATTACHMENT:

1. Cooperative Agreement with the State Department of Transportation for the Project Initiation Document phase of the 101 Overpass Project (CIP 9027).
2. Project Charter – Preparation of PSR-PDS for the US-101/Goleta Overpass Improvement Project.

ATTACHMENT 1

Cooperative Agreement with the State Department of Transportation for the Project
Initiation Document phase of the 101 Overpass Project (CIP 9027).

DEPARTMENT OF TRANSPORTATION

50 HIGUERA STREET
SAN LUIS OBISPO, CA 93401-5415
PHONE (805) 549-3111
FAX (805) 549-3329
TDD (805) 549-3259
<http://www.dot.ca.gov/dist05>



*Flex your power!
Be energy efficient!*

May 7, 2018

SB-101-22.4/26.0
0500020240
EA 05-0T960
District Agreement No. 05-0325

Rosemarie Gaglione
Public Works Director
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

Ms. Gaglione:

Enclosed please find two copies of the Agreement #05-0325, to construct an overcrossing on Route 101 in the City of Goleta between Storke Road Interchange and Cathedral Oaks Road. Please review the Agreement and then return all **originals** to me after your agency has signed. I will take care of obtaining the other signatures here in our District to finalize the Amendment. **Please do not date the front page.**

I have also included two copies of the Project Charter for signature.

Thank you for all your help in getting the document signed. If you have any questions, please do not hesitate to call me at (805) 549-3519, or Paul Martinez, (805) 549-3407.

Sincerely,

A handwritten signature in blue ink that reads "Carrie Fauset".

Carrie Fauset
District 5 Cooperative Agreements
carrie.fauset@dot.ca.gov

Enc. (4)

COOPERATIVE AGREEMENT COVER SHEET

Work Description

CONSTRUCT OVERCROSSING ON ROUTE 101 IN THE CITY OF GOLETA BETWEEN
STORKE ROAD INTERCHANGE AND CATHEDRAL OAKS ROAD

Contact Information

CALTRANS

Paul Martinez, Project Manager
50 Higuera Street
San Luis Obispo, CA 93401
Office Phone: 805-549-3407

CITY OF GOLETA

Rosemarie Gaglione, Public Works Director
130 Cremona Drive, Suite B
Goleta, CA 93117
Office Phone: 805-961-7500
Fax Number: 805-685-2635
Email: rgaglione@cityofgoleta.org

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Please note:

1. CITY's PID work is not covered by the Spending Summary.

COOPERATIVE AGREEMENT

This AGREEMENT, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Goleta, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code sections 114 and 130 and Government Code 65086.5.
2. For the purpose of this AGREEMENT, *CONSTRUCT OVERCROSSING ON ROUTE 101 IN THE CITY OF GOLETA BETWEEN STORKE ROAD INTERCHANGE AND CATHEDRAL OAKS ROAD* will be referred to hereinafter as PROJECT. CITY desires that a Project Initiation Document (PID) be developed for the PROJECT. The Project Initiation Document will be a Project Study Report - Project Development Support (PSR-PDS).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:
 - PROJECT INITIATION DOCUMENT (PID)

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

AGREEMENT will terminate 180 days after PID is signed by PARTIES or as mutually agreed by PARTIES in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

5. No PROJECT deliverables have been completed prior to this AGREEMENT.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. CITY is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- CITY is the Project Initiation Document (PID) IMPLEMENTING AGENCY.

The PID identifies the PROJECT need and purpose, stakeholder input, project alternatives, anticipated right-of-way requirements, preliminary environmental analysis, initial cost estimates, and potential funding sources.

11. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for the WORK in that component. The Quality Management Plan describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The Quality Management Plan will include a process for resolving disputes between the PARTIES at the team level. The Quality Management Plan is subject to CALTRANS review and approval.
12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. CITY is the only PARTY obligating funds in this AGREEMENT and will fund the cost of the WORK in accordance with this AGREEMENT.

If, in the future, CALTRANS is allocated state funds and Personnel Years (PYs) for PID review or development of this PROJECT, PARTIES will agree to amend this AGREEMENT to change the reimbursement arrangement for PID review.

14. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

15. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.

16. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
17. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
18. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

19. CALTRANS, as the owner/operator of the State Highway System, will perform quality management work including independent quality assurance (IQA) and owner/operator approvals for the portions of WORK within the existing and proposed State Highway System right-of-way.
20. CALTRANS' independent quality assurance (IQA) efforts are to ensure that CITY's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). An IQA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs IQA it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA.

21. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
22. CITY will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

Project Initiation Document (PID)

23. As the PID IMPLEMENTING AGENCY, CITY is responsible for all PID WORK except those activities and responsibilities that are assigned to another PARTY in this AGREEMENT and those activities that may be specifically excluded.

24. Should CITY request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this AGREEMENT, CITY agrees to reimburse CALTRANS for such work and PARTIES will amend this AGREEMENT.
25. CALTRANS will be responsible for completing the following PID activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.05.10.xx Quality Management	Yes
150.05.05.xx Review of Existing Reports, Data, Studies, and Mapping	Yes
150.25.20 PID Circulation, Review, and Approval	Yes

26. CALTRANS will provide relevant existing proprietary information and maps related to:

- Geologic and Geotechnical information
- Utility information
- Environmental constraints
- Traffic modeling/forecasts
- Topographic and Boundary surveys
- As-built centerline and existing right-of-way

Due to the potential for data loss or errors, CALTRANS will not convert the format of existing proprietary information or maps.

27. When required, CALTRANS will perform Pre-Consultation with appropriate resource agencies in order to reach consensus on need and purpose, avoidance alternatives, and feasible alternatives.
28. CALTRANS will actively participate in the Project Delivery Team meetings.
29. The PID will be signed on behalf of CITY by a Civil Engineer registered in the State of California.
30. CALTRANS will review and approve the Project Initiation Document as required by California Government Code 65086.5.

CALTRANS will complete a review of the draft PID and provide its comments to CITY within 60 calendar days from the date CALTRANS received the draft PID from CITY. CITY will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by CITY, CALTRANS will complete those reviews within 30 calendar days from the date CALTRANS received the draft PID from CITY.

After CITY revises the PID to address all of CALTRANS' comments and submits the revised draft PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the revised draft PID within 30 calendar days from the date CALTRANS received the revised draft PID from CITY. Should CALTRANS require supporting data necessary to defend facts or claims cited in the revised draft PID, CITY will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review. The 30 day CALTRANS review period will be stalled during that time and will continue to run after CITY provides the required data.

No liability will be assigned to CALTRANS, its officers and employees by CITY under the terms of this AGREEMENT or by third parties by reason of CALTRANS' review and approval of the PID.

Additional Provisions

Standards

31. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; FHWA standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide

Noncompliant Work

32. CALTRANS retains the right to reject noncompliant WORK. CITY agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

33. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

34. CITY will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

35. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System right-of-way. Contractors and/or agents, and utility owners will not work within the State Highway System right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to PARTIES, their contractors, consultants and agents, and utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
36. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

37. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

38. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

39. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public documents. PARTIES will consult with each other prior to the release of any public documents related to the WORK.

Hazardous Materials

40. If any hazardous materials, pursuant to Health and Safety Code 25260(d) 25401.1, are found within the PROJECT limits, the discovering PARTY will notify all other PARTIES within twenty-four (24) hours of discovery.
41. PARTIES agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.
42. If hazardous materials are discovered within PROJECT limits, but outside of State Highway System right-of-way, it is the responsibility of CITY in concert with the local agency having land use jurisdiction over the property, and the property owner, to remedy before CALTRANS will acquire or accept title to such property.

Claims

43. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
44. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
45. If the WORK expends state or federal funds, each PARTY will comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

46. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

47. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

48. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if the PROJECT utilizes federal funds), and CITY will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

49. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
50. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with Chapter 10 of the Local Assistance Procedures Manual.

Interruption of Work

51. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

Penalties, Judgements and Settlements

52. The cost of awards, judgments, or settlements generated by the WORK are to be paid from the funds obligated in this AGREEMENT.
53. Any PARTY who action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

GENERAL CONDITIONS

Venue

54. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

55. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming of funds by the California Transportation Commission (CTC) and the allocation thereof by the CTC.

Indemnification

56. Neither CALTRANS nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

57. Neither CITY nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

58. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
59. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

60. CITY will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. CITY waives the provisions of California Civil Code section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

61. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

62. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

63. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of CITY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

64. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

65. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

DEFINITIONS

PARTY – Any individual signatory party to this AGREEMENT.

PARTIES – The term that collectively references all of the signatory agencies to this AGREEMENT.

WORK BREAKDOWN STRUCTURE (WBS) – A WBS is a standardized hierarchical listing of project work activities/products in increasing levels of detail. The CALTRANS WBS defines each PROJECT COMPONENT as a group of work activities/products. The CALTRANS Work Breakdown Structure is defined in the CALTRANS Workplan Standards Guide.

SIGNATURES

PARTIES are empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

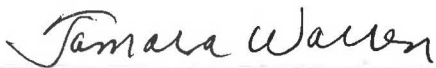
STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Richard Rosales
Acting District Director

VERIFICATION OF FUNDS AND AUTHORITY:

Julia Bolger
Resource Manager

CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:


Tamara Warren
HQ Accounting Supervisor

CITY OF GOLETA

Paula Perotte
Mayor

Attest:

Deborah Lopez
City Clerk

Approved as to form and procedure:

Winnie Cai
Deputy City Attorney

FUNDING SUMMARY NO. 01

<u>FUNDING TABLE</u>			
Source	Party	Fund Type	PID
			Totals
LOCAL	CITY	City	115,000
Totals			115,000

<u>SPENDING SUMMARY</u>			
Fund Type	PID		Totals
	CALTRANS	CITY	
City	115,000	0	115,000
Totals	115,000	0	115,000

Funding

1. Per Chapter 603, amending item 2660-001-0042 of Section 2.00 of the State Budget Act of 2012, the cost of any engineering support performed by CALTRANS towards any local government agency-sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.

Invoicing and Payment

2. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, CITY will pay invoices within five (5) calendar days of receipt of invoice.
3. If CITY has received EFT certification from CALTRANS then CITY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
4. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

Project Initiation Document (PID)

5. CALTRANS will invoice CITY for a \$29,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of PID expenditures. This deposit represents two (2) months' estimated costs.

Thereafter, CALTRANS will invoice and CITY will reimburse for actual costs incurred and paid.

ATTACHMENT 2

Project Charter – Preparation of PSR-PDS for the US-101/Goleta Overpass
Improvement Project (9027).

PROJECT CHARTER

PREPARATION OF PSR-PDS FOR:

THE US-101/GOLETA OVERPASS IMPROVEMENT PROJECT ON ROUTE 101 IN THE CITY OF GOLETA BETWEEN STORKE ROAD AND CATHEDRAL OAKS ROAD

SB-101-PM 22.4/26.0

EA 05-0T960

PROJECT IDENTIFIER: 0500020240

PID PHASE (K)

PROJECT SPONSOR: CITY OF GOLETA

Date Prepared: May 2, 2018

Date Revised:

CHARTER PURPOSE

The purpose of the project charter is to establish agreement between Caltrans and the City of Goleta (City) regarding the development of the Project Initiation Document (PID) for the Route 101/Goleta Overpass Improvement project and the working relationship between the two agencies. The project charter will provide direction to the project team (all individuals responsible for project delivery) for preparation of project documents, quality control, quality assurance and independent quality assurance responsibilities. This specifically relates to the submittal of documents, review and approval of these documents, and conflict resolution.

It is understood that while the project will propose multiple alignment alternatives for the Overcrossing, there are distinct portions of each alternative which occur in City, Caltrans and Union Pacific Railroad (UPRR) right of way. As such, there are distinct areas of responsibility and related review that must be allocated to the City, Caltrans and UPRR for those portions of the alignments which are proposed in their areas of right of way and/or jurisdiction. For the purposes of this agreement, it is in the interest of both the City and Caltrans to define the responsibility for Caltrans review and approval of the proposed alignments, in order to quantify the required review efforts by Caltrans staff and streamline the review and approval process.

A separate charter will be prepared for the project approval and environmental documentation phase (PA&ED), the plans, specifications and estimates (PS&E), right-of-way (R/W) and construction phases.

PROJECT LOCATION

The location of the proposed project is on Route 101 between the Storke Road Overcrossing and the Cathedral Oaks Overcrossing. See attached location map.

PROJECT BACKGROUND

In July 2009 the City of Goleta approved the *Goleta Overpass Improvement Project Feasibility Study* report. The report identifies potential solutions to improve transportation access between residential neighborhoods to the north of Route 101 and commercial centers south of Route 101 between the Storke Road and Cathedral Oaks overcrossings. According to the report, the Glen

Annie/Storke Road interchange is a popular access point to Route 101, and when freeway traffic is combined with the local cross town traffic, significant delays are common around the freeway ramps and the local roads. The intersection of Hollister Avenue and Storke Road, just south of the freeway interchange, is also experiencing travel delays at peak times. The new Goleta overpass will help alleviate the traffic demands through this corridor by providing an alternative route over the freeway.

The City desires to prepare a Project Study Report-Project Development Support (PSR-PDS) as the PID for the project. The California Government Code section 65086.5 mandates that Caltrans review and approve all PIDs developed by entities other than Caltrans. Caltrans' Deputy Directive 90 (DD-90) requires Independent Quality Assurance (IQA) to be performed by Caltrans of local agency/consultant prepared documents. Caltrans must be reimbursed for all work it performs toward the preparation, review and approval of PIDs prepared by other entities, including quality management work needed to fulfill its owner/operator responsibilities for projects proposed for the State Highway System.

Funding for preparation of the PSR-PDS and Caltrans IQA will be from City of Goleta local funds.

Work will be governed by a cooperative agreement for the PID phase which sets forth the terms, covenants and conditions under which the City and Caltrans will complete the PSR-PDS. The cooperative agreement will include an estimate for reimbursement for IQA work performed by Caltrans.

PURPOSE AND NEED

Purpose:

The purpose of the Route 101 Goleta Overcrossing project is to provide an additional Route 101 and UPRR crossing that will:

- Reduce traffic congestion at the existing Route 101/Storke Road/Glen Annie Road Interchange and along Storke Road between the ramps to Route 101 and the Hollister Avenue/Storke Road intersection;
- Improve vehicular, bicycle and pedestrian access for residents on both sides of the freeway;
- Reduce emergency response times across Route 101 and UPRR.

Need:

Additional vehicular, pedestrian and bicycle access across Route 101 and UPRR is needed due to existing and forecasted traffic congestion on Storke Road at Hollister Avenue and the Route 101/Glen Annie/Storke Road Interchange. Because Glen Annie/Storke Road is the main north-south route on the west side of the City, and because it also serves as an access point to Route 101, the peak congestion periods require an additional crossing, especially for bicyclists and pedestrians.

The predominantly residential areas located north of the freeway have only two viable freeway crossings to use in order to access jobs, shopping, recreational and educational opportunities south of the freeway. The two existing freeway crossings in western Goleta are located at the Route 101/Storke Road Interchange and the Route 101/Cathedral Oaks Interchange. The travel demand on Storke Road between the ramps to Route 101 and the Hollister Avenue/Storke Road intersection currently exceeds the City Level of Service (LOS) Threshold Standard. Furthermore, the Hollister Avenue/Storke Road intersection is the City's busiest intersection and is adjacent to the largest shopping complex in the City. Storke Road serves as the primary access route to Isla Vista and

University of California, Santa Barbara (UCSB).

Traffic demand is projected to increase in this area due to continued development and the growth of UCSB and build out of the industrial/commercial Hollister Avenue corridor and additional residential development between Route 101 and the coast as permitted in the City of Goleta General Plan/Coastal Land Use Plan. According to the General Plan, the future Average Daily Traffic along Storke Road between the ramps to Route 101 and the Hollister Avenue/Storke Road intersection is projected to increase by 50% at full build out without any transportation improvements. This would greatly exceed the Level of Service Threshold that the City has established for four lane major arterials to operate at acceptable conditions. A new Route 101 crossing in the western region of the City has been identified in the City of Goleta General Plan as a future improvement needed to accommodate the forecasted future traffic volumes at acceptable levels of service.

The need and purpose of the project will be reviewed and refined as necessary during the PID phase to adequately describe the transportation deficiencies needing correction and to propose a set of project objectives which address the transportation deficiencies. A clear need and purpose will lead to a conceptual level project scope, potential alternatives, cost and schedule to carry into the next phase, Project Approval and Environmental Documentation (PA&ED).

SUCCESS CRITERIA

The criterion for project success is the approval of the PSR-PDS so that the project may proceed to the PA&ED phase. Achievement of this milestone requires:

- Execution of a cooperative agreement, between Caltrans and the City, for the PID phase of the project
- Approval by Caltrans of a PSR-PDS document, consistent with Caltrans standards, policies and procedures, including a conceptual level analysis of viable alternatives, based on currently available information.

The PSR-PDS provides stakeholders, decision makers and the next phase project team members with a broad understanding of the transportation deficiency and key issues and assumptions regarding the proposed project initial scope, schedule and estimated cost of the project. The PSR-PDS also provides a sound basis for commitment of future funding.

PROJECT DESCRIPTION

This project proposes to construct a new crossing of Route 101 and the UPRR in the west region of the City. Three crossing corridors between Storke Road and Cathedral Oaks interchanges have been identified. The overcrossing would span from Calle Real to Hollister Avenue. A new connection to Route 101 is not being considered.

SCOPE OF RESPONSIBILITIES

The project will propose multiple alignment alternatives for the Overcrossing, with distinct portions of each alternative occurring in City, Caltrans and UPRR right of way. As such, there are distinct areas of responsibility and related review that must be allocated to the City, Caltrans and UPRR for those portions of the alignments which are proposed in their areas of right of way and/or jurisdiction. For the purposes of this agreement, the respective scopes of responsibility shall be delineated as follows:

1. Caltrans: Portions of project alignments located within the boundaries of State right of way. Such limits of review may be extended to include structural supports immediately adjacent to State right of way and those features which affect the design of the overcrossing as defined in the Highway Design Manual (HDM) and the entire project for approval of environmental documentation under Caltrans responsibility.
2. UPRR: Portions of project alignments located within the boundaries of UPRR right of way.
3. City: Project alignments in their entirety within the crossing corridors between Storke Road and Cathedral Oaks interchanges, including intersections at the north and south termini of the alignments.
4. The responsibilities of Caltrans and the City identified in this charter shall not conflict with the executed cooperative agreement. If changes to responsibilities are necessary the cooperative agreement shall be amended to reflect the changes.

CONSTRAINTS, RISKS and ASSUMPTIONS

1. A project development team (PDT) will be organized for the project. The Core PDT will consist of the Caltrans Project Manager, City Project Manager and the Consultant Project Manager. The Core PDT is responsible for addressing issues before they become problems and, briefing the management of their respective agencies and other affected agencies in a timely manner. The full PDT will consist of, at a minimum, the Core PDT, all Caltrans functional unit managers or their representatives, Caltrans Project Development Coordinator, City Public Works representatives, Consultant and sub-consultant representatives, Santa Barbara County Association of Governments (SBCAG) representative, and others as agreed to by the Core PDT.
2. PDT members recognize that conditions can change that may affect the original PID phase schedule. PDT members will work together to minimize the impacts of such changes. Schedule changes and impacts will be communicated by the Core PDT as soon as possible to minimize conflicts in reviewer availability.
3. A Quality Management Plan will be prepared by the City and followed by the PDT. The Quality Management Plan will address:
 - the reporting structure of assigned staff
 - qualifications of engineering, environmental and right-of-way personnel preparing the PID phase deliverables
 - quality control reviews, including checking of calculations and drawings
 - quality assurance program
 - independent quality assurance by Caltrans

Quality control (QC) is the responsibility of the organization preparing project deliverables. Quality assurance (QA) is the responsibility of the City as implementing agency. If the City does not have staff available or qualified to perform quality assurance, the required services may be contracted to an outside consultant independent from the project team responsible for preparation of deliverables. Caltrans will perform IQA in accordance with DD-90, the current Project Development Procedures Manual (PDPM) and the HDM. Caltrans review and approval does not involve any work necessary to actually develop or complete the PSR-PDS, nor any validation by verifying or rechecking work performed in preparation of deliverables, or

providing guidance to City and its consultants except as identified in the scope of work described in the PID phase cooperative agreement for preparation of the PSR-PDS.

4. All parties understand that the quality of the deliverables and reviews has a direct impact on Caltrans' actual costs which are to be reimbursed by the City as provided for in the cooperative agreement for the PID phase. The cooperative agreement will be amended to provide for additional funds should it appear that the original estimate will be exceeded. The original estimate is based on one initial review, one review of comment resolution and approval circulation of all deliverables.
5. All comments made during QC, QA or IQA will be addressed during the review, comment, and resolution process. Comments should result in either a change to documents or declared, by agreement of the Core PDT, to not apply. Comments from Caltrans' IQA review will be compiled by the Caltrans Project Manager into a list by responsible unit and will be clearly stated including appropriate reference citations. During compilation of comments, conflicting comments and comments that contradict those previously made will be resolved prior to transmitting to the City and Consultant. Responses to comments from all reviews by the City and/or Consultant will address each comment individually in the format that the comments were sent and describe the action taken to resolve the comment. The City, Consultant and Caltrans' team members may contact the reviewers directly for clarification of the comments if needed. The Core PDT shall be made aware of any clarification. All comments and responses will be made available to reviewers at all quality review levels.
6. The PDT shall make decisions that do not require management (Caltrans or City) or regulatory agency action. Decisions requiring such action shall have a recommendation to the management or regulatory agencies by the PDT. For the purposes of this section the Caltrans Project Development Coordinator is considered management. Conflicts that cannot be resolved at the PDT level shall be elevated as described in the Issue Resolution section of this charter.
7. All decisions will be documented and considered to be final unless conditions change. Changes shall be documented, and if they result in modifying the previous decision, changed decisions, assumptions, issues and conditions will also be documented.
8. The PDT will agree to the early identification of the project alternatives to be proposed in the PSR-PDS. There will be a consensus formed on the number and viability of alternatives included. The addition of project alternatives will likely cause schedule and cost impacts, and such additions should be carefully considered before proceeding. Information needs to be provided in advance to base any decision to revise the number of alternatives.
9. The City and Caltrans shall agree on the traffic data, design year, forecasts, and analysis methods to be used in the Preliminary Traffic Engineering Assessment in support of the PSR-PDS. A Traffic Memorandum of Assumptions will document agreement. It is anticipated that existing data, transportation reports and performance monitoring systems will be used to describe and identify a general description of the existing and forecasted traffic. Findings and estimates related to the operational and safety performance of existing highway infrastructure based on this information will be used to propose viable alternatives. It is not intended that effort be devoted to the generation of traffic data and updating of traffic models.
10. All documents in this phase shall be developed in U.S. customary units.
11. For the purposes of environmental scoping and future phases, Caltrans will be the lead agency for CEQA and NEPA. The environmental review, consultation, and any other action required in accordance with applicable federal laws for this project is being, or has been, carried out by the Caltrans under its assumption of responsibility pursuant to 23 U.S. Code 327.

12. Risk management plans, prepared in accordance with the Caltrans Risk Management Handbook, shall be updated by the PDT and modified as new risks or assumptions are identified.
13. Meetings will be held to the minimum necessary to deliver the PSR-PDS. Meetings will be conducted for the PDT to obtain consensus on the need and purpose, range of alternatives and viability, and to check that all issues from previous quality reviews have been resolved prior to submittal of the PSR-PDS for approval. PDT meetings will generally include the Caltrans Project Manager and up to eight Caltrans staff and are expected to require up to two hours each. PDT meetings will be held in Caltrans offices in San Luis Obispo unless otherwise agreed to including costs for travel time. Meetings will be held for the Core PDT members to provide guidance during the PID phase. Core PDT meetings will generally include the Caltrans Project Manager and up to three Caltrans staff and up to 6 one-hour telephone meetings are expected.

PHASE DELIVERABLES

1. Executed Cooperative Agreement for PID phase
2. Quality Management Plan
3. Finalized Meeting Notes
4. Draft PSR-PDS
5. Final PSR-PDS
6. Information to support PSR-PDS
 - a. Design Scoping Index
 - b. Preliminary Traffic Engineering Assessment
 - c. Alternatives and preliminary geometrics
 - d. Design Exception Fact Sheets
 - e. Preliminary Environmental Assessment Report (PEAR)
 - f. Right-of-Way Data Sheets
 - i. Anticipated Area In Right Of Way
 - ii. Assessor Parcel Numbers
 - iii. Preliminary Right-of-Way Maps (including known utilities)
 - iv. Railroad impacts
 - g. R/W Conceptual Cost Estimate
 - h. Storm Water Data Report
 - i. Advance Planning Studies for structures
 - j. Transportation Planning Scoping Information Sheet
 - k. Risk Management Plan
 - l. Project Capital Cost Estimate (order of magnitude, may be expressed as a range)
 - m. Project Support Cost Estimate for PA&ED phase
7. Schedule (PID phase and anticipated PA&ED phase milestones)
8. Executable Cooperative Agreement for PA&ED phase

DELIVERABLE MANAGEMENT

Management of the PID phase deliverables will be conducted by the Core PDT through regular progress and coordination meetings, as well as through constant monitoring of the project schedule, which identifies key deliverable milestones. Assumptions are as follows:

- The cooperative agreement for the PID phase will set forth the terms, covenants and conditions under which the PID phase will be completed. Identification of additional scope of work in the PID phase after execution of the cooperative agreement or the development of additional or substantially modified alternatives after Caltrans IQA review will likely cause additional scope, time and/or cost to deliver the PSR-PDS, and thus, result in an amendment to the terms of the cooperative agreement.
- Meeting notes are the basis of documentation for all decisions.
- The City shall follow applicable Caltrans' procedures and policies to complete the PID phase.
- The City or its consultant shall follow Appendix S - Preparation Guidelines for the Project Study Report-Project Development Support Project Initiation Documents of the Caltrans Project Development Procedures Manual (PDPM) for the preparation of the PSR-PDS document.
- Quality control and quality assurance are responsibilities of the City and shall be performed prior to submittal of deliverables to Caltrans for IQA review. These terms are defined in Caltrans Deputy Directive 90. Packages submitted to Caltrans will be accompanied by a transmittal letter from the City indicating that the submittal has been prepared in accordance with the Quality Management Plan and applicable Caltrans standards, policies, procedures and documented agreements between Caltrans and the City.
- All environmental administrative reports, studies, materials, documentation, including, but not limited to, all administrative drafts and administrative finals relied upon, produced, created or utilized for the project will be held in confidence pursuant to Government Code section 6254.5(e). City and Caltrans legal counsel will be consulted as needed. Distribution of draft items to be agreed to by the Core PDT prior to their distribution.
- The City will submit completed packages to the following address unless otherwise agreed to by the Caltrans Project Manager:

State of California Department of Transportation
50 Higuera St.
San Luis Obispo, CA 93401
Attn: Paul P. Martinez, Project Manager

- Caltrans Design unit or its designee will perform a readiness review of the engineering deliverables and PSR-PDS documents submitted by the City for adequacy and completeness and respond by written correspondence (email included) within 5 working days.
- Caltrans Environmental unit will perform a readiness review of the environmental data submitted by the City for adequacy and completeness and respond by written correspondence (email included) within 5 working days.
- Caltrans Right-of-Way unit will perform a readiness review of the right-of-way data submitted by the City for adequacy and completeness and respond by written correspondence (email included) within 5 working days.

- If submitted material is deemed incomplete, Caltrans will send written correspondence to the City indicating that the documents are rejected and not adequate or ready for review. The written correspondence will identify the reviewing staff and reason to support the rejection of the submittal.
- When a package is submitted and is deemed ready for formal review, Caltrans will provide comments on the package within 60 days (calendar time vs. working time). Review periods will be adjusted by the Core PDT to account for holidays and special situations. Subsequent review of comment resolution will be completed within 30 days.
- The City shall provide a memorandum describing the responses to all comments with the re-submittal of deliverables.
- The project will have a schedule that is jointly approved, upon the completion of a scheduling meeting to be held between the Core PDT.
- Any schedule changes / delays in major milestones must be brought to the Core PDT and will be discussed in the next Core PDT meeting and documented in the meeting minutes.
- The Core PDT shall amend the schedule as needed. Each time the schedule is amended, the reason(s) why the amendment was undertaken and deemed necessary shall be fully document. The schedule amendment process shall be accomplished at the Core PDT meetings (in person, or electronically) based on a consensus of the members. The final version will be emailed to all parties.

PROJECT SUCCESS RESPONSIBILITY

- All project team members shall agree upon and use generally accepted principles of project management, task management, and the applicable processes in the Caltrans Project Development Procedures Manual, in order to deliver the PID phase on time, within budget, and in a quality form.
- Each project team member has responsibility for the products and processes associated with their authority and expertise in the project delivery plan. Task managers and functional managers are responsible for the delivery of their outputs in a timely, thorough, and quality manner.
- Project team members are proactive to minimize delays and develop solutions.

BASELINE SCHEDULE (at the adoption of the Project Charter)

- | | |
|---|------------------|
| • Execute PID Phase Cooperative Agreement | June 22, 2018 |
| • Draft PSR-PDS submittal to Caltrans | July 2, 2018 |
| • Approval of PSR-PDS | December 3, 2018 |

ISSUE RESOLUTION

It is the intent of Caltrans and the City to resolve issues at the lowest level possible. However, certain issues may need to be elevated when consensus cannot be obtained.

First level of review and resolution: most of the issues that arise during the development of a project can be resolved by the project team, especially those that do not impact the scope, cost or schedule of the project. The project team will review the project issue, the options for resolution,

the pros and cons to each option, and any advocate's reasons in support of specific option. Provided the resolution does not change the scope, cost and schedule of the project, the project team should determine the outcome. If the project team either does not have sufficient authority to resolve the issue or is unable to agree, then the project team will elevate the issue within six (6) working days following the meeting that identified and attempted to attain resolution.

Second level of review and resolution: the second level involves the Caltrans Deputy District Director for Program/Project Management and the City Public Works Director. They will review the document presenting the issue, the options for resolution, the pros and cons to each option, and any advocate's reasons in support of specific options. Provided the resolution falls within their responsibility and available contingencies, which they oversee, they should determine the outcome. If they either do not have sufficient authority to resolve the issue or are unable to agree, then they will elevate the issue to the third level of review after a maximum of two meetings (an initial meeting to hear the issue, and, if necessary, a second meeting to hear any additional information requested during the first meeting).

Third level review and resolution: the third level of review involves the Caltrans District 5 Director and the City Manager. They will review the document presenting the issue, the options for resolution, the pros and cons to each option, and the advocate's reasons in support of specific options. Provided the resolution falls within the authority granted to them, then they should determine the outcome. If, for some reason, the issue cannot be fully resolved without approval from the City Council and/or Caltrans Headquarters, they will direct the preparation of agenda items for any required action needed to ratify their agreed upon solution.

Caltrans expressly reserves the right to exercise its authority to direct the implementation of the appropriate responses to issues affecting the portion of the project within Caltrans right of way in the event that Caltrans believes that the implementation of a project proposal may adversely affect:

- The safety of the traveling public or State or City employees;
- Future Caltrans liability in respect to the operation and maintenance of the State's facilities;
- Future operations and maintenance costs to the State of the constructed project facilities; and
- Future statutory obligations of Caltrans that may arise during the development of the project and pertain to either the new or existing facility but are not yet identifiable at this time.

Should Caltrans exercise this authority, it will do so by advising the City's Mayor, 15 days prior to issuing a determination and by issuing the determination in a letter signed by the Caltrans District 5 Director.


KEY PROJECT TEAM MEMBERS

Caltrans District 5 Project Manager:	Paul P. Martinez, PE
Caltrans Environmental Manager:	Jason Wilkinson
Caltrans Design Oversight Manager:	Claudia Espino, PE
Caltrans Right-of-Way Manager:	Patrick Mason
Caltrans Traffic Operations Manager:	Sam Toh, PE
Caltrans Project Development Coordinator:	Paul Genarro, PE
Caltrans Advance Planning Manager:	Garin Schneider, PE
City of Goleta Public Works Director:	Charles Ebeling, PE
City of Goleta Project Manager:	Robert Woodward, PE, M6 Consulting
Consultant Project Engineer:	Craig Drake, Drake Haglan and Associates
Consultant Environmental Planner:	Jennifer Hildebrandt, Drake Haglan and Associates
Consultant Right-of-Way Agent:	Lillian Jewel, Hamner, Jewell & Associates

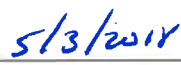
APPROVALS

Charles Ebeling
Public Works Director
City of Goleta (Project Sponsor)

Date



Paul P. Martinez
Project Manager
Caltrans District 5



Date

LOCATION MAP

