TO: Mayor and Councilmembers

FROM: Charlie Ebeling, Public Works Director

CONTACT: Teresa Lopes, Senior Project Engineer

SUBJECT: Amendment No. 6 to the Ekwill Street and Fowler Road Extensions Project Design Services Agreement No. 2012-090 with Drake Haglan and Associates

RECOMMENDATION:

Authorize the City Manager to execute Amendment 6 to the Professional Design Services Agreement No. 2012-090 with Drake Haglan and Associates (DHA) to include additional design, right of way and permitting services for the Ekwill Street and Fowler Road Extensions Project for an additional $326,093 for a new contract total not to exceed amount of $4,045,745 and to extend the termination date of the Agreement to December 31, 2023.

BACKGROUND:

On August 7, 2012 the Council awarded a Design Services Contract to Drake Haglan and Associates (DHA) for the Ekwill Street and Fowler Road Extensions Project. Amendment 1 was approved by the Council in October of 2012 to accommodate contract language changes required by the Caltrans Office of Audits and Investigations. In June 2014 Amendment 2 was executed to extend the contract termination date to summer of 2015. In November 2014, the Council approved Amendment 3 to cover the cost of the extensive interface with the Coastal Commission during permit applications, environmental/regulatory requirements including a justification report for the FAA, and optimization of the roundabout designs. In June 2015 Amendment 4 was executed to address the effort required to accommodate new Regional Water Quality Control Board (RWQCB) post-construction storm-water requirements; extensive revisions to the SR 217 Off-Ramp retaining wall design; additional work to support the right of way appraisals and acquisitions effort; and, work related to compliance with new directives from the FAA in relation to the encroachment of Fowler Road onto Airport property. In September 2016, the Council approved Amendment 5 for additional effort related to securing the Coastal Commission permit, extensive design revisions to Fowler Road, and compliance with the requirement by Caltrans for an additional design review cycle.

DISCUSSION:

Drake Haglan Associates (DHA) is continuing work on the design, right of way and permitting for the project. However, out of scope work has resulted due to the need for significant modification to the bio-mitigation plan, additional right of way appraisals and settlement agreement amendments, additional permit maintenance, and additional utility relocation coordination.

Biological Mitigation and Monitoring Plan, CEQA Amendment and Permits

The project Biological Mitigation and Monitoring Plan is a comprehensive document that defines the biological impacts of the Ekwill-Fowler project and includes a design of the required biological mitigation. The bio-mitigation plan was originally approved in 2015, however it was revised in 2016 in order to accommodate the elimination of the west end of Fowler Road (an event triggered through a California Transportation Commission (CTC) project funding action along with issues related to the Santa Barbara Airport. The original and revised bio-mitigation plans reflected the required mitigation occurring in Ellwood Mesa area within City owned properties.

In 2018, the need to revise the bio-mitigation plan was identified in order to avoid impacts to existing eucalyptus trees on the Ellwood Mesa. This effort required a complete reassessment of the locations for the mitigation. The resulting concept design successfully eliminates impacts to eucalyptus trees on the Ellwood Mesa and expands the mitigation design to include the project area in Goleta Old Town. A new Biological Mitigation and Monitoring Plan will be prepared and resubmitted to the regulatory agencies for approval. Additionally, an Addendum to the Project EIR that will include the Biological Mitigation and Monitoring Plan will be presented to the Planning Commission for approval in the near future.

This amendment also addresses a change of environmental subconsultant for the project design team. The original environmental subconsultant was URS Corporation, which was subsequently acquired by AECOM. During the course of the project there have been several personnel changes at URS/AECOM. The personnel that have been working on this project have all left URS/AECOM, leaving no one at the firm with any background or experience with the Ekwill Fowler Project. Two of the key environmental staff associated with the Ekwill Fowler Project have joined the Santa Barbara office of Rincon Consultants. Rincon Consultants has been providing environmental services to the project as a subconsultant working under AECOM. AECOM has acknowledged that the best course of action for the Project would be for AECOM to step aside and allow Rincon Consultants to finish up the remaining work on the Ekwill Fowler Project.

Expended Right of Way Engineering/Appraisals

The right of way work for the project was impacted by Caltrans' decisions on the adjacent and interrelated Hollister Avenue Bridge (HAB) project. In the summer of 2016,

Caltrans instructed the City to revise the right of way engineering, appraisals and acquisitions that had been completed for the HAB project. At that time, the right of way engineering, appraisals and acquisitions had been prepared according to the overall combined projects impacts per parcel. The resulting right of way costs were then allocated to each project based on which of the projects contributed to each specific acquisition. Caltrans directed the City to redo the HAB right of way engineering and appraisals to be completely independent of the Ekwill Fowler project. This resulted in changes in right of way impacts to the parcels adjacent to the bridge. As a consequence, the changes for the HAB project also had a corresponding impact on the Ekwill Fowler right of way work.

In addition, updated appraisals are required for a number of parcels required for the Project for which acquisition has not yet been finalized. This amendment request includes the work for the design team to update and complete the appraisal maps/descriptions, and for Hamner, Jewell & Associates to complete the appraisals and acquisition work on four properties.

The Project has already acquired eleven properties for the Project and, for the majority of these properties, Temporary Construction Easements (TCE's) were obtained. The settlement agreements for these properties include language addressing the start date, valuation and duration for the TCE's. As a result of delays State Transportation Improvement Program (STIP) funding dictated by the CTC, the TCE's that have been secured for the project have expired and need to be reacquired. This requires a new valuation, presentation of offers and negotiations with property owners.

Other Items

Additional budget is required for utility coordination. The utility coordination on the Ekwill-Fowler Project has proven more complex than originally envisioned especially along Hollister Avenue. This effort is further complicated by the merger of the Ekwill-Fowler project improvements with the Hollister Avenue Bridge project. This amendment includes the additional work and associated cost to continue this effort.

ALTERNATIVES:

The Council may elect not to approve the funding for Amendment No. 6 for additional design, right of way and permitting services and direct staff to focus on other priority projects. This would result in the Project not securing permits for the project and thereby the inability to proceed to construction and the subsequent loss of $9.3 Million of STIP funding programmed for construction.

GOLETA STRATEGIC PLAN:

The Ekwill/Fowler project is the highest priority transportation project in the City and with the goal in the Goleta Strategic Plan entitled **"**Return Old Town to a Vital Center of the

City." The Ekwill/Fowler Project will pull traffic from Hollister Avenue, improve access to the Santa Barbara Airport and will open up access to properties in the southern portion of Goleta Old Town.

FISCAL IMPACTS:

STIP funding through Caltrans is programmed for the design, right of way, and construction phases of the Ekwill/Fowler Project. However, the STIP funding programmed for design, permitting and right of way services has now been exhausted. As a result, the $326,093 cost of Amendment 6 will be funded from Goleta Transportation Improvement Program (GTIP) and Long Range Development Plan (LRDP) funds.

The total Project construction and right of way capital cost estimate is currently $15.6 Million. The cost for the design, utility coordination, permitting, supplemental environmental services and right of way engineering, appraisals and acquisition provided through the DHA contract (including this Amendment 6), amounts to approximately 25% of the total estimated construction plus right of way capital cost. Given the unanticipated complications of this complex project, including the Runway Protection Zone issue with the Santa Barbara Airport, CTC action to reduce the project scope, project permitting requirements (including a challenging interface with the Coastal Commission), Caltrans' direction to separate the right-of-way impacts of the Ekwill Fowler Project and Hollister Avenue Bridge Project, and extensive right of way engineering needs, the cost of services, while significant, is considered within the industry standard for this project.

The FY 2017-2018 carryovers budget includes approximately $1,205,049 for this effort from GTIP and LRDP funds. No additional appropriation is needed; there are sufficient funds available in FY 2018-2019.

Account	Fund	Description	FY1718 Carryovers	FY1819 Adopted	Total Available Budget
220-5-9002-704	GTIP	Land Acquisition	$ 1,010,000	$ -	$ 1,010,000
220-5-9002-706	GTIP	CIP - Services	$ 181,201	$ -	$ 181,201
230-5-9002-706	LRDP	CIP - Services	$ 13,848	$ -	$ 13,848
308-5-9002-705	STIP	CIP – Capital	$ 6,105,800	$ -	$ 6,105,800
308-5-9002-706	STIP	CIP – Services	$ 191,848	$ -	$ 191,848
		Total	**$ 7,502,697**	**$**	**$ 7,502,697**

Reviewed By:	**Legal Review By:**	**Approved By:**
Carmen Nichols Deputy City Manager	Michael Jenkins City Attorney	Michelle Greene City Manager

ATTACHMENTS:

1. Amendment No. 6 to the Drake Haglan and Associates Agreement 2012-090
2. Drake Haglan and Associates Agreement 2012-090, Amendments 1 through 5 – Available online only

ATTACHMENT 1

Amendment No. 6 to the Drake Haglan and Associates Agreement 2012-090

AMENDMENT NO. 6
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DRAKE HAGLAN ASSOCIATES, INC.

This **Amendment No. 6** to a **PROFESSIONAL DESIGN SERVICES** by and between the **City of Goleta**, a municipal corporation ("City") and **DRAKE HAGLAN ASSOCIATES, INC.** a California Corporation ("Consultant") dated August 7, 2012 ("Agreement," Agreement No. 2012-090) is made this 16th day of October, 2018.

RECITALS

WHEREAS, this Agreement is for professional design engineering services in conjunction with the Ekwill and Fowler Street Extension Project; and

WHEREAS, the parties entered into the Agreement for the total compensation amount not to exceed $1,396,974 with a termination date of June 30, 2014; and

WHEREAS, on September 4, 2012, the Agreement was amended to comply with Federal requirements for funding of the Agreement ("Amendment No. 1"); and

WHEREAS, on June 17, 2014, the Agreement was amended so as to extend the termination of the agreement to June 30, 2015 ("Amendment No.2"); and

WHEREAS, on October 7, 2014, the Agreement was amended so as to provide additional compensation in the amount of $753,715 and to amend the scope of work to include additional tasks to be completed ("Amendment No.3"); and

WHEREAS, on June 30, 2015, the Agreement was amended so as to provide additional compensation in the amount of $693,904 and to amend scope of work to include additional tasks to be completed ("Amendment No.4"); and

WHEREAS, on October 18, 2016, the Agreement was amended so as to provide additional compensation in the amount of $775,059, amend scope of work, and to extend the termination date of the Agreement to June 30, 2019 ("Amendment No.5"); and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed $3,619,652; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of $326,093 for additional tasks for the Ekwill Street and Fowler Road Extensions Project; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 30, 2019; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2023; and

WHEREAS, the Agreement between City and Consultant currently provides in Exhibit "A-5" entitled "Scope of Work" the complete and particular description of services as set forth for Consultant; and

WHEREAS, the parties desire to amend Exhibit A-5 of the Agreement by adding additional services related to the development of a new Biological Mitigation and Monitoring Plan for the project, expanded right of engineering, appraisals and negotiations and expanded utility coordination services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-6"; and

WHEREAS, the City Council approved this Amendment No. 6, on this 16th day of October, 2018.

AMENDED TERMS

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

1. Section 3 Subsection (a). **COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of $326,093 and to read in its entirety:

> **(a) Maximum and Rate**. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of four million forty-five thousand seven hundred and forty-five dollars ($4,045,745) and shall be earned as the work progresses on the following basis:
>
> > Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2023, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

2. Section 6. **TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional four years to read in its entirety.

The term of this Agreement is from the date first written above to June 30, 2023, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

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

Exhibit A "Scope of Work" with **Exhibit A-6 "Scope of Work"** attached hereto and incorporated herein.

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

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

CITY OF GOLETA	**CONSULTANT**
Michelle Greene, City Manager	Dennis Haglan, President

ATTEST:

Deborah Lopez, City Clerk	Craig Drake, Chief Financial Officer

APPROVED AS TO FORM

Winnie Cai, Assistant City Attorney

Exhibit A-6
Scope of Work

TASK 1: MANAGEMENT

1.1 PROJECT MANAGEMENT

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

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

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

1.1.4 Consultant shall monitor the quality of all deliverables, calculations, and other work products. Consultant shall follow internal quality control procedures, including but not limited to a documented peer review and constructability review.

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

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

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

1.3 AMENDMENT 3 SCOPE - PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for the oversight and day-to-day management of the project team. The additional work is primarily due to an extended project delivery schedule of over one year.

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

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

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

LIST OF DELIVERABLES:

- ✓ Prepare Monthly progress reports with action item log and schedule update
- ✓ Up to 4 Meeting Agendas and Notes for meetings held at City office
- ✓ Bi-weekly PDT Phone Conferences Agendas and Notes
- ✓ Project ftp site instructions & QC checklists with milestone submittals

TASK 2: SURVEYING

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

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

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

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

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

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

2.1.6 Prepare new base map for design.

2.1.7 Locate geotechnical borings on base map.

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

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

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

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

TASK 3: MATERIALS AND FOUNDATIONS REPORTS

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

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

A location map showing proposed boring locations will be prepared, and the boring locations shall be marked in the field and underground service alert will be contacted. Proposed boring locations shall be checked against utility maps prior to marking in the field. Consultant shall obtain a permit from the City and Caltrans for field work that will be performed in the roadway.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LIST OF DELIVERABLES

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

TASK 4: DRAINAGE REPORT

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

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

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

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

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

- Design Recommendations & Review: Consultant shall provide drainage recommendations to the roadway engineers and will review the drainage plans for compatibility and conformance to the drainage report and the drainage needs.
- Permitting: Consultant shall prepare storm water permit applications and shepherd them through the various local agency processes.
- Water Pollution Control Plans: Consultant shall prepare water pollution control plan and specifications for contract documentation plan set.

4.3 AMENDMENT 4 SCOPE. STORM WATER QUALITY. The California Regional Water Quality Control Board has adopted new regulations for post-construction storm water treatment that were not assumed in the original scope of work. This additional effort is

necessary to .redesign the entire project to ensure the project retains and treats runoff prior to flowing into the receiving bodies of water (San Jose Creek, Old San Jose Creek or San Pedro Creek).

TASK 5: AERIAL DEPOPSITED LEAD STUDY

5.1 AERIALLY DEPOSITED LEAD TESTING. This task provides for testing for aerially deposited lead within Caltrans right of way. Geocon shall perform the sampling and testing under the direction of consultant. Geocon shall perform the following tasks:

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

LIST OF DELIVERABLES

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

TASK 6: PERMITTING

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

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

PERMIT 1 COE SECTION 404 PERMIT

PERMIT 2 SECTION 7 CONSULTATION (FHWA)

PERMIT 3 CCRWQCB SECTION 401 CERTIFICATION PERMIT

PERMIT 4 CDFG SECTION 1602 PERMIT

These four permits and approvals are addressed together since the content of the permit applications is substantially similar, and each application requests that copies of the others be included as attachments. Identical submittal packages (on CD) containing the permit applications and all required attachments for submittal to all three agencies shall

be prepared and submitted to the City. Section 7 consultation, which is required to obtain the Section 404 Permit, is also addressed in this section.

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

PERMIT 1 AND PERMIT 2

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

PERMIT 3

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

PERMIT 4

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

TASKS FOR PERMITS 1 - 4

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

6.1.2 PREPARE COMPENSATORY MITIGATION PLAN. A Compensatory Mitigation Plan is required to accompany all Section 404 permit applications. To reduce redundancy and simplify the implementation phase of the project, URS shall integrate the Compensatory

Mitigation Plan into the biological mitigation plan required by EIR Mitigation Measure NA-1.

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

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

6.1.4 RESPONSES TO AGENCY COMMENTS. The COE, CDFG and/or the CCRWQCB may comment on the permit applications. For example, they may want to refine or modify measures in the project's Mitigation Plan. Under the direction of CONSULTANT, URS shall review all comments, coordinate with the City and CONSULTANT, and provide responses as directed.

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

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

LIST OF DELIVERABLES, PERMITS 1 - 4

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

- Mitigation Plan incorporating the Compensatory Mitigation Plan
- Completed Nationwide Section 404 Permit Checklist
- Completed Section 401 Water Quality Certification Application

- Completed Notification of Streambed Alteration Agreement
- Responses to agency comments, including revisions to the Mitigation Plan

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LIST OF DELIVERABLES – PERMIT 5

Consultant shall prepare:

- Memorandum documenting CCC comments made during the site visit and the pre-application meeting.
- Summary of key CCC issues and related project information that would be included with the CDP application.
- Environmentally related technical inputs to sections of the CDP application
- PowerPoint inputs (environmental data for a CCC presentation, if warranted)
- Written responses to CCC comments and data requests
- Written evaluation of recommended conditions of approval in the CCC staff report
- Biological Resources Report

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

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

Santa Barbara's CDP application process shall include:

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

The DART application shall include the following applicable components:

- A letter from the project applicant requesting a CDP for development of a roadway and associated improvements within the Old San Jose Creek riparian corridor, a description of the project components (Road width, bridge, lighting etc.), construction cut and fill and import and export, discussion of surrounding land uses, and, if requested, a visual aid submittal packet.

- An application packet that includes a CD with copies of the Final EIR and relevant technical studies.
- A summary of proposed demolition and construction activity (e.g. duration of proposed grading).
- The DART application requires inclusion of a project justification, detailing issues that remain to be resolved for the development of the project.
- Hydrology calculations will be required to show how site drainage is being transmitted through the property unless waived by the Public Works Engineering Division staff.

A total of ten (10) copies of the plans must be submitted according to the City's Project Plan Requirement's. Plan set size and content requirements are listed in the DART application. The DART process usually has a 30-day review process with City of Santa Barbara Staff. Should additional information be required before the application can be deemed complete, the application may be placed on hold until such information is provided.

TASKS ASSOCIATED WITH PERMIT 6

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

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

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

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

6.1.15 REVIEW PRT STAFF REPORT PRIOR TO PLANNING COMMISSION. The PRT shall review project materials and issue a staff report to the City of Santa Barbara's Planning

Commission. Consultant shall review the PRT staff report and identify any inaccuracies or problematic conditions of approval.

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

6.1.17 ARCHAEOLOGICAL STUDY ON AIRPORT PROPERTY (OPTIONAL TASK). The *Master Archaeological Resources Assessment for the Santa Barbara Municipal Airport* (2010) requires subsurface archaeological survey along the western portion of the Fowler Road Extension for any areas subject to deep construction impacts (>24-inches below ground surface). No archaeological investigation will be required if the project impacts are restricted to the upper 24-inches of the soil column.

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

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

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

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

LIST OF DELIVERABLES – PERMIT 6

- A summary of the project description, impacts on Airport property, and mitigation measures
- Master Application technical information
- CDP Application technical information
- Technical information memorandum for the Development Application Review Team (DART) Submittal Packet
- A CD or hard copy of all relevant technical studies (Final EIR, NES, Etc.)
- Written evaluation of recommended conditions of approval contained in the City of Santa Barbara's PRT staff report
- Phase 1 Subsurface Archaeological Survey Letter Report

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

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

LIST OF DELIVERABLES - PERMIT 7

- Technical memorandum

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

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

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

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

TASK 7: CITY OF SANTA BARBARA COORDINATION

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

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

TASK 8: 35% PS&E

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

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

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

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

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

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

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

LIST OF DELIVERABLES

- See below

TASK 9: 65% PS&E

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

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

- Detail/Typical Cross Section Sheets - include typical sections and other details as required.
- Roadway Improvement Plans - includes plans for the proposed roadway widening and associated improvements. Plans shall provide for roadway improvements in accordance with the City's recommendations. The roadway improvement plan shall consist of a plan and profile format that will also indicate the grading requirements in the plan. The construction drawings shall include all drainage and roadway structural details, slope revetment or lining, and design cross sections.
- Any new striping is to extend a minimum of 100 feet beyond the construction limits.
- Cross Sections - includes roadway cross sections based on the previously prepared field survey at 50-foot intervals showing the proposed roadway widening improvements. Cross sections are considered necessary to properly design the improvements and to establish the earthwork volumes and extent of construction or reconstruction beyond the existing right-of-way lines onto private property, where and if necessary. The cross sections and cut and fill quantities will be computer generated and will be included with the bid set.
- Special layout and construction details as required.
- Temporary traffic control and construction staging plans.
- Driveway profiles where work will extend beyond the public right-of-way limits. The profile shall be extended as required for a transition to the existing driveway.
- Retaining walls and precast arch culverts with natural bottoms.
- The Plans, Specifications, and Estimate must be prepared in accordance with Caltrans current CADD Users Manual, Plans Preparation Manual, and Caltrans practices, as well as conform to the City of Goleta's standards and practices.

9.2 <u>AMENDMENT 3 SCOPE</u>. The existing scope is modified to include the additional work for alternatives analysis resulting from the Coastal Development process and optimization of the roundabout designs that greatly improve the operational

characteristics of the project. Other redesign work is necessitated by the decision to replace the Hollister Avenue Bridge, which provides an opportunity to greatly improve the roadway geometry on Hollister Avenue.

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

LIST OF DELIVERABLES

- See below

TASK 10: 95% PS&E

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

LIST OF DELIVERABLES

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

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

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

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
	1	Fowler Road/Fairview Avenue typical sections	X	X	X	X
L	5	Ekwill Street roadway layout	X	X	X	X
	1	Pine Ave roadway layout	X	X	X	X
	1	Kellogg Avenue roadway layout	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway layout	X	X	X	X
	4	Fowler Road/Fairview Avenue roadway layout	X	X	X	X
P	5	Ekwill Street roadway profile	X	X	X	X
	1	Pine Ave roadway profile	X	X	X	X
	1	Kellogg Avenue roadway profile	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway profile	X	X	X	X
	4	Fowler Road/Fairview Avenue roadway profile	X	X	X	X
CD	3	ADA ramps, misc.		X	X	X
	5	Roundabout layout/grading		X	X	X
D	5	Ekwill Street drainage plan		X	X	X
	1	Kellogg Avenue drainage plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps drainage plan		X	X	X
	4	Fowler Road/Fairview Avenue drainage plan		X	X	X
Code	Quant	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
D	2	Old San Jose Creek culverts (assumed precast arches)		X	X	X
	6	Drainage profiles		X	X	X
	2	Drainage details		X	X	X
	4	Drainage quantities		X	X	X
WPC	5	Ekwill Street water pollution control plan		X	X	X
	1	Kellogg Avenue water pollution control plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps water pollution control plan		X	X	X
	4	Fowler Road/Fairview Avenue water pollution control plan		X	X	X
	2	Water Pollution Control details		X	X	X
	4	Water Pollution Control quantities		X	X	X
U	5	Ekwill Street utility plan	X	X	X	X
	1	Kellogg Avenue utility plan	X	X	X	X

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
	4	Fowler Road utility plan	X	X	X	X
	8	Hollister Avenue utility plan	X	X	X	X
SC	3	Ekwill Street RBA staging	X	X	X	X
	4	Hollister Ave RBA staging	X	X	X	X
	3	Fowler Road RBA staging	X	X	X	X
TH	4	Ekwill RBA traffic handling		X	X	X
	1	Kellogg Ave traffic handling		X	X	X
	12	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps traffic handling		X	X	X
	4	Fowler Road traffic Handling		X	X	X
PD/S	5	Ekwill pavement delineation & sign plan		X	X	X
	1	Kellogg pavement delineation & sign plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps pavement delineation & sign plan		X	X	X
	4	Fowler Road/Fairview Avenue pavement delineation & sign plan		X	X	X
	2	Pavement delineation & sign details		X	X	X
	4	Pavement delineation & sign quantities		X	X	X
PP/IP	5	Ekwill landscaping and irrigation plan	X	X	X	X
	1	Kellogg landscaping and irrigation plan	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps landscaping and irrigation plan	X	X	X	X
	4	Fowler Road/Fairview Avenue landscaping and irrigation plan	X	X	X	X
	2	Landscaping and irrigation details		X	X	X
Code	Quant	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
PP/IP	4	Landscaping and irrigation quantities		X	X	X
E	2	Hollister/Kellogg Traffic Signal Mod		X	X	X
	3	Street lighting plan and details		X	X	X
S	2	Pre-Cast Culvert Foundation Plans		X	X	X
	4	Retaining Wall Plans		X	X	X
	220	**TOTAL**				

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

10.3 AMENDMENT 5 SCOPE. The Fowler Road Extension Project was originally designed to extend out to Fairview Avenue on the west. Due external issues the City has directed DHA to reduce the project limits of Fowler Road to terminate at future Technology Drive. The project will follow the same horizontal alignment, with the addition of a knuckle at the Technology Drive intersection. The vertical profile design and roadway drainage design will need to be revised to best fit the new project layout. The revised drainage design will include re-grading the existing ditch out to Old San Jose Creek. This scope change will require revisions to the already well advanced 95% design for Fowler Road, including the modifications of many plan sheets specifications and estimate.

10.4: AMENDMENT 5 SCOPE. ADDITIONAL SUBMITTAL TO CALTRANS.

The project was originally scoped for three submittals to the City during Final Design: 65%, 95%, and a Final Submittal. The original scope included a 65% PS&E submittal for Caltrans Local Assistance review. Caltrans is now requiring a draft of the final submittal, i.e., a 100% PS&E Submittal. This new submittal will include Caltrans design review of all three portions of the project: the Hollister Avenue/Route 217 Roundabouts, the Ekwill Street Extension, and the Fowler Road Extension.

TASK 11: FINAL CONTRACT PACKAGE

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

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

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

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

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

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

11.5 SUBMITTALS:

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

- Consultant shall submit three (3) sets of the contract specification documents with each submittal for checking by the City, along with the previous check prints. A disk in Microsoft Word format containing the final Contract Documents shall be submitted to the City.
- The design shall include new improvements within existing State right-of-way or right-of-way to be acquired by the Project that will become State-owned improvements upon final completion of the Project. Consultant's design shall therefore require the review and approval of Caltrans. This review process shall be in accordance with Caltrans procedures. Consultant shall prepare, submit, and coordinate with Caltrans all required PS&E documents through final approval of the design on behalf of the City. The City will review all PS&E documents prior to their submission to Caltrans.
- Prepare RE File and Materials Information Handbook.

TASK 12: RIGHT OF WAY ENGINEERING

12.1 Right of way engineering tasks shall be performed primarily by MNS Engineering under the direction of consultant. This task is to prepare the required maps, legal descriptions, deeds, sketches, and back up data to support the right of way acquisition effort. The RW Engineering shall be performed per the Caltrans RW Manual. A Record of Survey shall be prepared for each of the three project locations as soon as the alignments are finalized. These maps will show the new roadway alignments and serve

not only as a way to retrace the corridors in the future, but also to make the legal description process much less tedious and time-consuming. The maps will also show all property monuments recovered in the retracement process allowing for the preservation of those locations.

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

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

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

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

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

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

12.1.7 Consultant shall prepare legal description and sketch for abandonment of Kellogg Place for use by the City in the abandonment and conveyance process.

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

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

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

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

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

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

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

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

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

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

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

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

TASK 13: RIGHT OF WAY APPRAISALS

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

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

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

AP 071-130-062	Yardi/Torridan	This parcel was not on the original list but has been identified as requiring an acquisition. PTR and appraisal will be required. Entry coordination for project studies required.

AP 071-130-049	Goleta Business Park	This parcel was not on the contract list but has been identified as requiring an acquisition. PTR and appraisal are required.
AP 071-130-040	Towbes (TCP Pine)	PTR obtained for this parcel; access coordination for site studies performed. Additional permanent r/w acquisition sought. Appraisal may be required.
AP 071-140-053	Kunze	No PTR requested, TCE may be avoided however some coordination may be necessary in conjunction with driveway access.
AP 071-140-064	Giorgi	PTR requested for this out of scope parcel; evaluation support regarding Caltrans denial of access requirement.
AP 071-190-034	Kellogg Ave LLC	New TCE required for retaining wall construction; this parcel was not in the original contract scope of work. Assume TCE without an appraisal.
AP 071-190-035	SYCAL Properties	Right of Entry for Driveway conform added/required
AP 071-170-061	Himelsein	Right of Entry for Driveway conform added/required
AP 071-170-062	See Family Trust	Right of Entry for Driveway conform added/required
AP 071-170-063	Antonucci	Right of Entry for Driveway conform added/required
AP 071-170-064	Antonucci	Right of Entry for Driveway conform added/required
AP 071-140-068	Catalina Barber	Right of Entry for Driveway conform added/required
AP 071-140-056	Bottiani	Right of Entry for Driveway conform added/required

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

TASK 14: RIGHT OF WAY ACQUISITION

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

Following is the list of parcels included in this proposal:

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

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

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

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

Acquisition for the parcels listed under Task 13.2 above.

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

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

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

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

TASK 15: UTILITY COORDINATION

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

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

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

- Utility Base Map: Prepare a utility base map to be used in conjunction with the topographic base map. Essentially, this base map documents the best available utility location information such as: USA markings; interpretation of as-built record drawings and utility atlas sheets; and pothole information.
- Utility Matrix: Prepare a utility matrix to organize and document in one location all the utility coordination activities including: owner; contact name, telephone and facsimile numbers; mailing and physical addresses; email addresses; dates and methods of communication; description of effected utility; method of conflict resolution, if any; status of relocation plans, if any; etc.

  This matrix is provided to the City and utility owners to provide a transparent understanding of all the utility locations, conflicts and issues to all potentially affected stakeholders. For example, often cable TV and telephone facilities are carried on electric poles. Using the matrix, the cable TV/telephone representatives can get a clear understanding of the project impacts to poles which they are on, but over which they have little to no control over.
- Utility Letter A (Verification) Package: Letter, matrix and associated plans that outline the proposed design and right-of-way, and existing utilities as mapped in the field. This letter puts the utility owner on notice that the City is intending to construct a project that may affect their facilities.
- As-Built Record Drawings: A primary function of the Utility Letter A is to gather and incorporate into the utility base mapping any utility owner record drawings or other pertinent information.

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

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

- Potholing: Obtaining positive location information of underground utilities that may be in conflict with the proposed project improvements, and all high-risk utilities within the project limits. The potholes will be surveyed and added to the project topo maps. Since the exact number of potholes cannot be determined in advance, consultant has assumed approximately two full days of potholing activity will be needed.
- Utility Letter B (Request for Relocation Plans) Package: Letter, updated matrix and associated plans that identify potential utility conflicts and approximate relocation schedules. This is a formal coordination letter that identifies the relocation work and schedule required to complete the relocations. Packages shall be sent to all utility owners within the project limits – regardless of potential conflict or not – in order to provide transparency of all utility coordination.

- Relocation Parameters: Provide utility relocation parameters for utility owner relocations plans.

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

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

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

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

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

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

15.5 AMENDMENT 5 SCOPE. The utility coordination process has proven to be much more extensive than originally scoped. The level of coordination and utility design for the Hollister Avenue/Route 217 Roundabouts has proved to be more extensive than

originally scoped and requires extension additional coordination with the Hollister Avenue Bridge project, as well. Amendment 5 addresses the additional work by DHA to complete the utility coordination for the project.

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

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

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

TASK 16: MITIGATION MONITORING PLAN

PERMIT CONDITONS SUMMARY TABLE AND PS&E INTEGRATION

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

> "The local agency shall develop a list of all mitigation as related to NEPA and provide it along with the technical reports and draft environmental document to the DLAE.
>
> The local agency shall certify that all required mitigation has been completed and/or is included in the Final Plans, Specifications and Estimate (PS&E), and that any required ongoing maintenance of mitigation is implemented (23 CFR Parts 635,771, and 772)."

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

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

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

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

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

- Protection and replacement of riparian habitat
- Native tree inventory and protection plan
- Wetland habitat restoration
- Pre-construction floristic surveys and compensation
- Plant restoration
- Construction restrictions for riparian birds and raptors
- Construction zone housekeeping
- Maintenance restrictions
- Avoid/minimize impacts to least Bell's vireo

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

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

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

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

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

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

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

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

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

LIST OF DELIVERABLES

- Biological inputs for the landscape and irrigation plans

- Draft Mitigation Plan
- Final Mitigation Plan
- Draft Revised Mitigation Plan
- Final Revised Mitigation Plan

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

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

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

2. Environmental Enhancement and Mitigation Grant Program Assistance. Work to be undertaken as part of this task includes, but is not limited to:

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

TASK 17: PROVIDE BIDDING AND CONSTRUCTION SUPPORT

17.1 Consultant shall interpret plans and specifications as required during the bidding process. Attend and participate in a pre-bid meeting with potential bidders. Consultant

shall answer questions regarding the Technical Provisions and the design drawings during the bidding process.

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

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

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

The project was originally scoped for submittals to City based on preparing standard engineering reports needed for the project. Caltrans requires additional reports to be prepared over and above the original scope. Now that the Caltrans involvement has changed to include the entire project oversight, not just the portion in State right of way,

these reports need to be prepared and submitted to Caltrans in their specific format for every segment of the project. The new reports include Design Exceptions, Storm Water Data Reports, and the Traffic Management Plan. This amendment request includes the additional work for DHA to prepare and submit these reports for Caltrans review, including the subsequent report revisions and responses to Caltrans comments

CITY OF GOLETA RESPONSIBILITIES

- Provide basic criteria for project design, record drawings, and preprinted portions of the specifications.
- Provide copies of available pertinent City records, such as survey ties, benchmarks, road plans, and record maps the City knowingly has in its possession.
- Print and distribute final bid documents, unless requested as an additional service.
- Mediate with land owners for access to and provisions for consultant to enter upon private and public lands.
- Provide all other required services that cannot, by law, be performed by consultant.
- Provide contract administration and inspection during construction.
- Be responsible for all communication with the Caltrans' District Local Assistance Engineer for grant funding and cost reimbursement.

- The City's Director of Public Works or designee shall serve as Contract Administrator for the project.

ATTACHMENT 2

Drake Haglan and Associates Agreement 2012-090, Amendments 1 through 5

AMENDMENT No. 1
TO PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA AND
DRAKE HAGLAN ASSOCIATES, INC.

This Amendment No. 1 to Professional Design Services Agreement (Agreement #2012-090) between the **City of Goleta** a municipal corporation (City) and **Drake Haglan Associates, Inc.** (Consultant) dated August 17, 2012 (Agreement) is made this 4th day of September, 2012.

RECITALS

WHEREAS, the Agreement #2012-090 between the City and Consultant currently provides in Section 22 for modification of the Agreement; and

WHEREAS, the parties desire to amend Agreement #2012-090 so as to replace the original contract language in its entirety with the contract language attached as Exhibit A; and

WHEREAS, the City Council, on this 4th day of September, 2012, approved this Contract Amendment and authorized the City Manager to execute this Contract Amendment per the Goleta Municipal Code Section 3.05.240.

AMENDED TERMS

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

1. Contract #2012-090 between Drake Haglan and Associates is hereby replaced in it's entirety with the contract attached as Exhibit A.

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

CITY OF GOLETA

Dan Singer, City Manager

CONSULTANT

Dennis Haglan, President

ATTEST:

Deborah Constantino, City Clerk

Craig Drake, Chief Financial Officer

APPROVED AS TO FORM

Tim W. Giles, City Attorney

EXHIBIT A-1

PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF GOLETA AND DRAKE HAGLAN ASSOCIATES, INC.

AGREEMENT FOR PROFESSIONAL DESIGN SERVICES BETWEEN THE CITY OF GOLETA AND DRAKE HAGLAN ASSOCIATES, INC.

This **AGREEMENT FOR PROFESSIONAL DESIGN SERVICES** is made and entered into this 4th day of September, 2012, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **DRAKE HAGLAN ASSOCIATES, INC.**, (herein referred to as "CONSULTANT").

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

WHEREAS, CONSULTANT was recommended for award by CITY staff following a competitive request for qualification process based on an evaluation of qualifications specific to this project; and

WHEREAS, CONSULTANT was selected for award of this AGREEMENT by City Council based on CITY staff's recommendation; and

WHEREAS, the City Council, on this 4th day of September, 2012, approved this AGREEMENT and authorized the City Manager to execute this AGREEMENT per the Goleta Municipal Code Section 3.05.240.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional design engineering services in conjunction with Ekwill and Fowler Street Extension Project. Services shall generally include permitting, design, surveying , right of way engineering and acquisitions, as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein. CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A."

3. COMPENSATION AND PAYMENT

a) The method of payment for this contract will be based on actual cost-plus-a-fixed fee. The CITY will reimburse the CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by the CONSULTANT in performance of the work. The CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the

approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will the CONSULTANT be reimbursed for overhead costs at a rate that exceeds the CITY's approved overhead rate set forth in the Cost Proposal. In the event, that the CITY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time and/or actual costs reimbursable by the CITY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

b) In addition to the allowable incurred costs, the CITY will pay the CONSULTANT a fixed fee of $38,943.41. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

c) Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

d) When milestone cost estimates are included in the approved Cost Proposal, the CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Manager before exceeding such cost estimate.

e) Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of the CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the CITY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Article 13 Termination.

f) No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.

g) The CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the CITY's Project Manager of itemized invoices in triplicate. Invoices shall be submitted no later than 45-calendar days after the performance of work for which the CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due the CITY including any equipment purchased under the provisions of Article 36 Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of the CONSULTANT's work. Invoices shall be mailed to the CITY's Project Manager at the following address:

City of Goleta
Rosemarie Gaglione P.E., Capital Improvement Program Manager
130 Cremona Drive, Suite B
Goleta, CA 93117

h) The total amount payable by the CITY including the fixed fee shall not exceed $1,396,974.

i) Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by the CITY's Project Manager.

j) For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

k) All subcontracts in excess of $25,000 shall contain the above provisions.

4. EXTRA SERVICES

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

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager," as that staff person is designated by CITY from time to time, and who presently is Rosemarie Gaglione P.E. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.
CITY shall perform the services defined in Exhibit "A".

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to June 30, 2014, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

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

7. OWNERSHIP OF DOCUMENTS

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

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Craig Drake is the CONSULTANT Project Manager and is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly

involved in performing, supervising or assisting in the performance of this work. There shall be no change in the CONSULTANT'S Project Manager or members of the project team, as listed in the Statement of Qualifications which is incorporated into this contract by reference. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. The following portions of the work will be subcontracted out to other parties by CONSULTANT:

- MNS Engineering
- Reid Middleton
- David Black
- Kittleson & Associates. Inc./Dowling
- URS Inc.
- Fugro Consultants, Inc.
- Hamner Jewell & Associates.

This AGREEMENT is not assignable by CONSULTANT without CITY's prior consent in writing.
The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the CITY's Project Manager, except that, which is expressly identified in the approved Exhibit "A."

Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.
Any substitution of subconsultants must be approved in writing by the CITY's Project Manager

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for CONSULTANT's Damages. CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

(b) Defense and Indemnity of Third Party Claims/Liability. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with

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

(c) No Waiver. CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of $1,000,000 per occurrence and $2,000,000 in the aggregate.

b) Insurance Services Office form number CA 0001 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of $1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.

c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of $1,000,000 per accident or disease.

d) Professional Liability insurance on a policy form appropriate to CONSULTANTs profession. Limits shall be no less than $2,000,000 per claim.

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

a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10 with an edition date prior to 2004, or its exact equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37 with an edition date prior to 2004.

b) CONSULTANT's insurance shall apply to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.

c) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.

d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.

e) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.

f) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.

g) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these

requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.

h) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATION OF THE PARTIES

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

12. CORRECTIONS

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

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 30 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT's work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10

calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and consultant for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. WAIVER; REMEDIES CUMULATIVE

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

17. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

18. MITIGATION OF DAMAGES

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

19. GOVERNING LAW

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

20. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

21. NON-APPROPRIATION OF FUNDS

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

22. MODIFICATION OF AGREEMENT

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

23. USE OF THE TERM "CITY"

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

24. PERMITS AND LICENSES

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

25. CAPTIONS

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

26. AUTHORIZATION

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

27. ENTIRE AGREEMENT BETWEEN PARTIES

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

28. PARTIAL INVALIDITY

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

29. NOTICES

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

TO CITY:	Attention: City Manager City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117
TO CONSULTANT:	Attention: Craig Drake Drake Haglan & Associates 10423 Old Placerville Road, Suite 200 Sacramento, CA 95827

30. COST PRINCIPLES

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

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

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

31. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

For the Scope of Work, CITY has a Underutilized Disadvantaged Business Enterprise (UDBE) goal of 0.02%. CONSULTANT is required to submit to CITY completed Caltrans Form 10-O2 reflecting the UDBE commitment by CONSULTANT.

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

32. CONTINGENT FEE

The CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the CITY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

33. RETENTION OF RECORDS/AUDIT

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

34. DISPUTES

Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the CITY's Project Manager and Public Works Director, who may consider written or verbal information submitted by the CONSULTANT.
Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the CONSULTANT may request review by the CITY Council of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

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

35. AUDIT REVIEW PROCEDURES

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

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

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

36. EQUIPMENT PURCHASE

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

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

Any equipment purchased as a result of this contract is subject to the following: "The CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the CITY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the CONSULTANT may either keep the equipment and credit the CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit the CITY in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determined at the CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the CITY and the CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the CITY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5000.00 is credited to the project.

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

37. INSPECTION OF WORK

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

38. SAFETY

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

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

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

39. OWNERSHIP OF DATA

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

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

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

Applicable patent rights provisions described in 41 CFR 1-91, regarding rights to inventions shall be included in the Agreements as appropriate.

The CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

40. CONFIDENTIALITY OF DATA

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

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

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

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

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

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

41. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

42. EVALUATION OF CONSULTANT

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

43. NON DISCRIMINATION STATEMENT OF COMPLIANCE

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

44. DEBARMENT AND SUSPENSION CERTIFICATION

The CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the CITY.
Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

45. STATE PREVAILING WAGE RATES

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

Any subcontract entered into as a result of this contract if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

46. CONFLICT OF INTEREST

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

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

Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

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

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

47. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

48. PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING

The CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or CITY appropriated funds have been paid, or will be paid by-or-on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement;

the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

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

CITY OF GOLETA

_____
Daniel Singer, City Manager

CONSULTANT

_____
Dennis Haglan, President

ATTEST:

_____
Deborah Constantino, City Clerk

_____
Craig Drake, Chief Financial Officer

APPROVED AS TO FORM

_____
Tim W. Giles, City Attorney

Exhibit A
Scope of Work

TASK 1: MANAGEMENT

1.1 PROJECT MANAGEMENT

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

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

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

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

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

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

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

LIST OF DELIVERABLES:

- ✓ Prepare Monthly progress reports with action item log and schedule update
- ✓ Up to 4 Meeting Agendas and Notes for meetings held at City office
- ✓ Bi-weekly PDT Phone Conferences Agendas and Notes
- ✓ Project ftp site instructions & QC checklists with milestone submittals

TASK 2: SURVEYING

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

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

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

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

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

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

2.1.6 Prepare new base map for design.

2.1.7 Locate geotechnical borings on base map.

TASK 3: MATERIALS AND FOUNDATIONS REPORTS

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

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

A location map showing proposed boring locations will be prepared, and the boring locations shall be marked in the field and underground service alert will be contacted. Proposed boring locations shall be checked against utility maps prior to marking in the field. Consultant shall obtain a permit from the City and Caltrans for field work that will be performed in the roadway.

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

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

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

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

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

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

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

- Slope inclinations for the design of cut and embankment slopes;
- Cuts and excavations associated with earthwork for the roadway approaches;
- Embankments including suitability of excavated materials for use as fill, moisture control, erosion control and drainage considerations, expansive soils, estimated settlement and special treatments to reduce settlement, if needed;
- Corrosion considerations for culverts and buried concrete structures (cement factors, pipe thickness, and need for coatings);

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

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

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

LIST OF DELIVERABLES

- ✓ Draft and Final Geotechnical Report (Fowler-Ekwill)
- ✓ Draft and Final Foundation Report (SB Off Ramp Retaining Wall)
- ✓ Four (4) Log of Test Borings Sheets

TASK 4: DRAINAGE REPORT

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

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

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

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

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

- Design Recommendations & Review: Consultant shall provide drainage recommendations to the roadway engineers and will review the drainage plans for compatibility and conformance to the drainage report and the drainage needs.
- Permitting: Consultant shall prepare storm water permit applications and shepherd them through the various local agency processes.
- Water Pollution Control Plans: Consultant shall prepare water pollution control plan and specifications for contract documentation plan set.

TASK 5: AERIAL DEPOPSITED LEAD STUDY

5.1 AERIALLY DEPOSITED LEAD TESTING. This task provides for testing for aerially deposited lead within Caltrans right of way. Geocon shall perform the sampling and testing under the direction of consultant. Geocon shall perform the following tasks:

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

LIST OF DELIVERABLES

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

TASK 6: PERMITTING

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

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

PERMIT 1	**COE SECTION 404 PERMIT**
PERMIT 2	**SECTION 7 CONSULTATION (FHWA)**
PERMIT 3	**CCRWQCB SECTION 401 CERTIFICATION PERMIT**
PERMIT 4	**CDFG SECTION 1602 PERMIT**

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

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

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

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

CALIFORNIA FISH AND GAME CODE SECTION **1602** -- STREAMBED ALTERATION AGREEMENT. Under Section 1600 *et seq.* of the California Fish and Game Code, activities that would divert, obstruct, or substantially alter a streambed must be authorized through a Streambed Alteration Agreement from the CDFG. Permit applications to the COE, CCRQCB, and CDFG shall include (on CD) the project's Mitigation Plan, Final EIR, the

Natural Environment Study (NES) and the NES Addendum, the Federal Highway Administration's (FWHA's) Section 7 consultation letter, and documentation that Section 106 consultation has been completed.

TASKS FOR PERMITS **1 - 4**

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

6.1.2 PREPARE COMPENSATORY MITIGATION PLAN. A Compensatory Mitigation Plan is required to accompany all Section 404 permit applications. To reduce redundancy and simplify the implementation phase of the project, URS shall integrate the Compensatory Mitigation Plan into the biological mitigation plan required by EIR Mitigation Measure NA-1.

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

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

6.1.4 RESPONSES TO AGENCY COMMENTS. The COE, CDFG and/or the CCRWQCB may comment on the permit applications. For example, they may want to refine or modify measures in the project's Mitigation Plan. Under the direction of CONSULTANT, URS shall review all comments, coordinate with the City and CONSULTANT, and provide responses as directed.

LIST OF DELIVERABLES, PERMITS **1 - 4**

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

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

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

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

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

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

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

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

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

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

LIST OF DELIVERABLES – PERMIT 5

Consultant shall prepare:

- Memorandum documenting CCC comments made during the site visit and the pre-application meeting.
- Summary of key CCC issues and related project information that would be included with the CDP application.
- Environmentally related technical inputs to sections of the CDP application
- PowerPoint inputs (environmental data for a CCC presentation, if warranted)
- Written responses to CCC comments and data requests
- Written evaluation of recommended conditions of approval in the CCC staff report

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

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

Santa Barbara's CDP application process shall include:

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

The DART application shall include the following applicable components:

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

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

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

TASKS ASSOCIATED WITH PERMIT 6

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

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

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

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

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

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

6.1.17 ARCHAEOLOGICAL STUDY ON AIRPORT PROPERTY (OPTIONAL TASK). The *Master Archaeological Resources Assessment for the Santa Barbara Municipal Airport* (2010) requires subsurface archaeological survey along the western portion of the Fowler Road Extension for any areas subject to deep construction impacts (>24-inches below ground surface). No archaeological investigation will be required if the project impacts are restricted to the upper 24-inches of the soil column.

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

Based on Figure 6-1 of the *Master Archaeological Resources Assessment for the Santa Barbara Municipal Airport* (2010), Consultant shall conduct subsurface archaeological testing

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

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

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

LIST OF DELIVERABLES – PERMIT 6

- A summary of the project description, impacts on Airport property, and mitigation measures
- Master Application technical information
- CDP Application technical information
- Technical information memorandum for the Development Application Review Team (DART) Submittal Packet
- A CD or hard copy of all relevant technical studies (Final EIR, NES, Etc.)
- Written evaluation of recommended conditions of approval contained in the City of Santa Barbara's PRT staff report
- Phase 1 Subsurface Archaeological Survey Letter Report

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

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

LIST OF DELIVERABLES - PERMIT 7

- Technical memorandum

TASK 7: CITY OF SANTA BARBARA COORDINATION

7.1 CITY OF SANTA BARBARA DART COORDINATION. Consultant shall prepare project plans, technical specifications, and special provisions for review by the City of Santa Barbara

Development Application Review Team (DART) at each submittal milestone. Comments received from the City shall be logged and responses to each comment will be prepared.

TASK 8: 35% PS&E

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

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

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

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

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

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

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

LIST OF DELIVERABLES

- See below

TASK 9: 65% PS&E

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

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

- Detail/Typical Cross Section Sheets - include typical sections and other details as required.
- Roadway Improvement Plans - includes plans for the proposed roadway widening and associated improvements. Plans shall provide for roadway improvements in accordance with the City's recommendations. The roadway improvement plan shall consist of a plan and profile format that will also indicate the grading requirements in the plan. The construction drawings shall include all drainage and roadway structural details, slope revetment or lining, and design cross sections.
- Any new striping is to extend a minimum of 100 feet beyond the construction limits.
- Cross Sections - includes roadway cross sections based on the previously prepared field survey at 50-foot intervals showing the proposed roadway widening improvements. Cross sections are considered necessary to properly design the improvements and to establish the earthwork volumes and extent of construction or reconstruction beyond the existing right-of-way lines onto private property, where and if necessary. The cross sections and cut and fill quantities will be computer generated and will be included with the bid set.
- Special layout and construction details as required.
- Temporary traffic control and construction staging plans.
- Driveway profiles where work will extend beyond the public right-of-way limits. The profile shall be extended as required for a transition to the existing driveway.
- Retaining walls and precast arch culverts with natural bottoms.
- The Plans, Specifications, and Estimate must be prepared in accordance with Caltrans current CADD Users Manual, Plans Preparation Manual, and Caltrans practices, as well as conform to the City of Goleta's standards and practices.

LIST OF DELIVERABLES

- See below

TASK 10: 95% PS&E

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

LIST OF DELIVERABLES

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

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

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
T	1	Title Sheet	X	X	X	X
G	1	General Notes		X	X	X
CC	3	Construction Control plan		X	X	X
XS	1	Ekwill Street typical sections	X	X	X	X
	1	Kellogg Ave typical sections	X	X	X	X
	2	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps typical sections	X	X	X	X
	1	Fowler Road/Fairview Avenue typical sections	X	X	X	X
L	5	Ekwill Street roadway layout	X	X	X	X
	1	Pine Ave roadway layout	X	X	X	X
	1	Kellogg Avenue roadway layout	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway layout	X	X	X	X
	4	Fowler Road/Fairview Avenue roadway layout	X	X	X	X
P	5	Ekwill Street roadway profile	X	X	X	X
	1	Pine Ave roadway profile	X	X	X	X
	1	Kellogg Avenue roadway profile	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway profile	X	X	X	X
	4	Fowler Road/Fairview Avenue roadway profile	X	X	X	X
CD	3	ADA ramps, misc.		X	X	X
	5	Roundabout layout/grading		X	X	X
D	5	Ekwill Street drainage plan		X	X	X
	1	Kellogg Avenue drainage plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps drainage plan		X	X	X
	4	Fowler Road/Fairview Avenue drainage plan		X	X	X
Code	Quant	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
D	2	Old San Jose Creek culverts (assumed precast arches)		X	X	X

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
	6	Drainage profiles		X	X	X
	2	Drainage details		X	X	X
	4	Drainage quantities		X	X	X
WPC	5	Ekwill Street water pollution control plan		X	X	X
	1	Kellogg Avenue water pollution control plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps water pollution control plan		X	X	X
	4	Fowler Road/Fairview Avenue water pollution control plan		X	X	X
	2	Water Pollution Control details		X	X	X
	4	Water Pollution Control quantities		X	X	X
U	5	Ekwill Street utility plan	X	X	X	X
	1	Kellogg Avenue utility plan	X	X	X	X
	4	Fowler Road utility plan	X	X	X	X
	8	Hollister Avenue utility plan	X	X	X	X
SC	3	Ekwill Street RBA staging	X	X	X	X
	4	Hollister Ave RBA staging	X	X	X	X
	3	Fowler Road RBA staging	X	X	X	X
TH	4	Ekwill RBA traffic handling		X	X	X
	1	Kellogg Ave traffic handling		X	X	X
	12	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps traffic handling		X	X	X
	4	Fowler Road traffic Handling		X	X	X
PD/S	5	Ekwill pavement delineation & sign plan		X	X	X
	1	Kellogg pavement delineation & sign plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps pavement delineation & sign plan		X	X	X
	4	Fowler Road/Fairview Avenue pavement delineation & sign plan		X	X	X
	2	Pavement delineation & sign details		X	X	X
	4	Pavement delineation & sign quantities		X	X	X
PP/IP	5	Ekwill landscaping and irrigation plan	X	X	X	X
	1	Kellogg landscaping and irrigation plan	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps landscaping and irrigation plan	X	X	X	X

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
	4	Fowler Road/Fairview Avenue	X			
		landscaping and irrigation plan		X	X	X
	2	Landscaping and irrigation details		X	X	X
Code	Quant	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
PP/IP	4	Landscaping and irrigation quantities		X	X	X
E	2	Hollister/Kellogg Traffic Signal Mod		X	X	X
	3	Street lighting plan and details		X	X	X
S	2	Pre-Cast Culvert Foundation Plans		X	X	X
	4	Retaining Wall Plans		X	X	X
	220	**TOTAL**				

TASK 11: FINAL CONTRACT PACKAGE

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

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

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

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

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

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

11.5 SUBMITTALS:

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

- Consultant shall submit three (3) sets of the contract specification documents with each submittal for checking by the City, along with the previous check prints. A disk in Microsoft Word format containing the final Contract Documents shall be submitted to the City.
- The design shall include new improvements within existing State right-of-way or right-of-way to be acquired by the Project that will become State-owned improvements upon final completion of the Project. Consultant's design shall therefore require the review and approval of Caltrans. This review process shall be in accordance with Caltrans procedures. Consultant shall prepare, submit, and coordinate with Caltrans all required PS&E documents through final approval of the design on behalf of the City. The City will review all PS&E documents prior to their submission to Caltrans.
- Prepare RE File and Materials Information Handbook.

TASK 12: RIGHT OF WAY ENGINEERING

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

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

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

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

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

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

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

12.1.7 Consultant shall prepare legal description and sketch for abandonment of Kellogg Place for use by the City in the abandonment and conveyance process.

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

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

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

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

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

TASK 13: RIGHT OF WAY APPRAISALS

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

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

TASK 14: RIGHT OF WAY ACQUISITION

Under the direction of consultant HJA shall prepare offer packages based upon the appraisals, for presentation to each involved property owner. Offer packages shall include an offer letter, Appraisal Summary Statement, proposed Acquisition Agreement, and Deed. Consultant shall present these documents for City review and pre-approval prior to presenting offers to property owners. Concurrently consultant shall seek Caltrans review and approval of the appraisals, prior to proceeding with making the purchase offers. If requested by the City, consultant shall have the limits of right of way acquisition staked in the field with lath and flagging to assist in visualizing the limits of the right of way being acquired. After offer presentation, consultant shall

handle all follow up negotiations in pursuit of mutually acceptable amicable purchase agreements with each owner to finalize the property purchases. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, consultant shall coordinate with City and, if appropriate, with the City Attorney's office in conjunction with any required Necessity Hearing scheduling. For those on which we reach final agreements, we would process all documents for necessary approvals and coordinate escrows, title insurance, and closings. This project shall also require a residential relocation. Consultant shall provide relocation assistance in conformance with the California Government Code and, if federal funding is involved, in accordance with the provisions of the federal Uniform Act. Relocation assistance shall include interviewing tenants, providing required noticing, conducting market surveys to set benefit levels and identify potential replacement sites, present the tenant with referrals to potential replacement housing options, provide moving bid coordination, claim preparation and processing, and payment distribution and payment receipt documentation. Consultant shall also prepare a Relocation Plan in advance of making the property purchase offers and triggering relocation eligibility. Consultant shall draft any required Right of Way Certification.

Following is the list of parcels included in this proposal:

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

TASK 15: UTILITY COORDINATION

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

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

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

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

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

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

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

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

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

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

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

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

- Relocation Parameters: Provide utility relocation parameters for utility owner relocations plans.

15.3 COORDINATE RELOCATION: Coordinate any and all modifications, changes, or relocations of existing underground and/or overhead utilities with respective utility companies. Where feasible,

every effort shall be made to complete any and all modifications, changes, or relocations of existing underground and/or overhead utilities prior to construction.

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

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

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

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

TASK 16: MITIGATION MONITORING PLAN

PERMIT CONDITONS SUMMARY TABLE AND PS&E INTEGRATION

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

> "The local agency shall develop a list of all mitigation as related to NEPA and provide it along with the technical reports and draft environmental document to the DLAE.
>
> The local agency shall certify that all required mitigation has been completed and/or is included in the Final Plans, Specifications and Estimate (PS&E), and that any required ongoing maintenance of mitigation is implemented (23 CFR Parts 635,771, and 772)."

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

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

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

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

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

- Protection and replacement of riparian habitat
- Native tree inventory and protection plan
- Wetland habitat restoration
- Pre-construction floristic surveys and compensation
- Plant restoration
- Construction restrictions for riparian birds and raptors
- Construction zone housekeeping
- Maintenance restrictions
- Avoid/minimize impacts to least Bell's vireo

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

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

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

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

16.3.4 PREPARE DRAFT MITIGATION MONITORING PLAN. Prepare a draft Mitigation Monitoring Plan. The Mitigation and Monitoring Plan will be coordinated with the project landscape plans. The

restoration component of the mitigation plan shall include details on restoration locations and habitat types, plant/seed source, plant layouts and palettes, plant and seed installation methods, irrigation methods, restoration schedule, a description of the 5-year maintenance and monitoring program methods, and include the following performance standards:

Native cover must be 70 percent after three years and retain 70 percent coverage by the end of the 5-year monitoring and maintenance period.

Non-native invasive plants, excluding non-native grasses, must remain below 10 percent of total vegetation cover at all times.

Vegetation must survive without supplemental irrigation for at least 2 years.

No single species shall constitute more than 50 percent of the vegetative cover.

Replacement plants shall be monitored for a minimum of 3 years to ensure successful establishment.

The draft Mitigation Plan will be submitted electronically for review and approval by the resource agencies and Goleta.

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

LIST OF DELIVERABLES

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

TASK 17: PROVIDE BIDDING AND CONSTRUCTION SUPPORT

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

CITY OF GOLETA RESPONSIBILITIES

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

- Be responsible for all communication with the Caltrans' District Local Assistance Engineer for grant funding and cost reimbursement.
- The City's Director of Public Works or designee shall serve as Contract Administrator for the project.

EXHIBIT B-1

DRAKE HAGLAN AND ASSOCIATES CONTRACT SUMMARY

City of Goleta
Ekwill Street and Fowler Road Extensions Project

DRAKE HAGLAN AND ASSOCIATES
CONTRACT SUMMARY

CONTRACT No.
CONSULTANT: Drake Haglan and Associates

CONSULTANT COST PROPOSAL

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Craig Drake	Principal Engineer	318	$ 80.00	$25,440.00
Dennis Haglan	Principal Engineer	36	$ 86.00	$3,096.00
Kevin Ross	Principal Engineer	50	$ 76.50	$3,825.00
Howard Michael	Principal Engineer	44	$ 75.25	$3,311.00
Dave Melis	Senior Engineer, Range C	332	$ 60.10	$19,953.20
Jeff Elmensdorp	Senior Engineer, Range A	170	$ 50.00	$8,500.00
Matt Lampa	Engineer, Range B	696	$ 46.00	$32,016.00
Melissa Lincoln	Engineer, Range B	660	$ 43.00	$28,380.00
Anthony Boyes	Assistant Engineer, Range A	796	$ 26.44	$21,046.24
Alex Barba	CAD Draftsperson, Range B	139	$ 35.00	$4,865.00
Theresa Bautista	Administration, Range B	85	$ 30.00	$2,550.00
		3,326	Total Hours	

Subtotal Direct Labor Costs	$152,982.44
Anticipated Salary Increases	$6,126.12
TOTAL - Direct Labor	$159,108.56

INDIRECT COSTS	Rate	Total
Overhead	95.36%	$151,725.92
Fringe Benefit	49.40%	$78,599.63
General & Administrative	0.00%	$0.00
	144.76%	
TOTAL - Indirect Costs		$230,325.55

FEE	(10.00%)	TOTAL - Fee	$38,943.41

OTHER DIRECT COSTS			Total
Travel Costs (mileage)	Miles	4,000 @ $ 0.555	$ 2,220.00
Travel Costs (lodging)	Nights	15 @ $ 150.00	$ 2,250.00
Outside Photocopies	Each	840 @ $ 0.10	$ 84.00
Plan Reproduction	Full Size Sheets	180 @ $ 5.00	$ 900.00
Overnight Service	Each	10 @ $ 15.60	$ 156.00
Graphic Presentation Boards	Boards	12 @ $ 45.00	$ 540.00
		TOTAL - Other Direct Costs	$6,150.00
		TOTAL COST	$434,527.52

SUBCONSULTANTS	
MNS Engineers	$ 415,015.00
Reid Middleton	$ 69,120.00
David Black & Associates	$ 42,825.00
Kittleson	$ 27,420.00
URS	$ 140,288.00
Fugro	$ 107,155.00
Geocon	$ 19,725.00
Hamner-Jewell	$ 140,898.00
Total Subconsultants Cost	$ 962,446.00

Total Contract	$1,396,974.00

City of Goleta
Ekwill Street and Fowler Road Extensions Project

MNS ENGINEERS
CONTRACT SUMMARY

CONTRACT No. _____ CONSULTANT COST PROPOSAL
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Shawn Kowalewski	Principal Engineer	120	$ 60.10	$7,211.54
Mark Reinhardt	Principal Surveyor	200	$ 96.15	$19,230.76
Steve Orosz	Supervising Engineer	60	$ 90.00	$5,400.00
Adam Chase	Senior Project Engineer	600	$ 37.00	$22,200.00
Rob Sandquist	Associate Engineer	320	$ 30.00	$9,600.00
Todd Wilkinson	Assistant Engineer	1,010	$ 25.00	$25,250.00
Shane Sobecki	Assistant Surveyor	440	$ 34.00	$14,960.00
Staff	Survey Party Chief	165	$ 42.21	$6,964.65
Staff	Chainperson	120	$ 39.13	$4,695.60
Robert Starr	Supervising CAD Technician	346	$ 36.00	$12,456.00
Masa Ueoka	Senior Land Title Analyst	60	$ 36.06	$2,163.46
Staff	Administrative Assistant	75	$ 20.00	$1,500.00
		3,516	Total Hours	

Subtotal Direct Labor Costs	$131,632.01	
Anticipated Salary Increases	$5,265.02	
TOTAL - Direct Labor		$136,897.03

INDIRECT COSTS	Rate	Total
Overhead	103.73%	$142,003.29
Fringe Benefit	56.50%	$77,346.82
General & Administrative	0.00%	$0.00
	160.23%	$219,350.11
TOTAL - Indirect Costs		$219,350.11

FEE	(12.00%)	TOTAL - Fee	$42,749.66

OTHER DIRECT COSTS				Total	
Utility Potholing (Subcontractor)	Each	16 @	$ 625.00	$ 10,000.00	
Map Review and Filing Fees	Each	1 @	$1,500.00	$ 1,500.00	
Photocopies	Each	6,000 @	$ 0.10	$ 600.00	
Plotting Costs	Full Size Sheets	700 @	$ 5.00	$ 3,500.00	
Overnight Service	Each	14 @	$ 15.60	$ 218.40	
Monuments	Each	1 @	$ 200.00	$ 200.00	
				TOTAL - Other Direct Costs	$16,018.40
				TOTAL COST	$415,015.00

City of Goleta
Ekwill Street and Fowler Road Extensions Project

REID MIDDLETON, INC.
CONTRACT SUMMARY

CONTRACT No.
CONSULTANT: Drake Haglan and Associates

CONSULTANT COST PROPOSAL

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Kelli Owen	Senior Engineer	48	$ 54.65	$2,623.20
Patrick McGrady	Project Designer	101	$ 41.70	$4,211.70
Rachel Price	Project Engineer	178	$ 39.50	$7,031.00
Amanda Ruksznis	Design II	48	$ 29.50	$1,416.00
Walter Ciridon	Senior Designer	42	$ 35.80	$1,503.60
Carrie Wold	Project Administrator	15	$ 28.55	$428.25
Vicky Fleer	Technical Writer	5	$ 34.05	$170.25
		437	Total Hours	

Subtotal Direct Labor Costs $17,384.00
Anticipated Salary Increases $694.98

TOTAL - Direct Labor $18,078.98

INDIRECT COSTS

	Rate	Total
Overhead	229.30%	$41,455.10
Fringe Benefit	0.00%	$0.00
General & Administrative	0.00%	$0.00
	229.30%	

TOTAL - Indirect Costs $41,455.10

FEE (10.00%) TOTAL - Fee $5,953.41

OTHER DIRECT COSTS

			Total
Travel Costs (airfare)	Flights	6 @ $ 348.00	$ 2,088.00
Travel Costs (lodging)	Nights	3 @ $ 150.00	$ 450.00
Travel Costs (car rental)	Days	4 @ $ 105.00	$ 420.00
Graphic Presentation Boards	Boards	15 @ $ 45.00	$ 675.00

TOTAL - Other Direct Costs $3,633.00

TOTAL COST $69,120.00

City of Goleta
Ekwill Street and Fowler Road Extensions Project

DAVID R. BLACK & ASSOCIATES
CONTRACT SUMMARY

CONTRACT No.
CONSULTANT: Drake Haglan and Associates

CONSULTANT COST PROPOSAL

DIRECT LABOR

Name	Classification	Hours	Rate	Total
David Black	Landscape Architect	175	$ 100.00	$17,500.00
Natira Jones	Designer/Draftsperson	135	$ 67.00	$9,045.00
		310	Total Hours	
			Subtotal Direct Labor Costs	$26,545.00
			Anticipated Salary Increases	$1,063.92
			TOTAL - Direct Labor	$27,608.92

INDIRECT COSTS	Rate	Total
Overhead	15.00%	$4,141.34
Fringe Benefit	12.00%	$3,313.07
General & Administrative	12.00%	$3,313.07
	39.00%	
	TOTAL - Indirect Costs	$10,767.48

FEE	(10.00%)	TOTAL - Fee	$3,837.64

OTHER DIRECT COSTS				Total
Travel Costs (mileage)	Miles	200 @ $ 0.555	$	111.00
Outside Photocopies	Each	500 @ $ 0.10	$	50.00
Overnight Service	Each	@ $ 15.60	$	-
Graphic Presentation Boards	Boards	10 @ $ 45.00	$	450.00
		TOTAL - Other Direct Costs		$611.00
		TOTAL COST		$42,825.00

City of Goleta
Ekwill Street and Fowler Road Extensions Project

KITTLESON & ASSOCIATES, INC.
CONTRACT SUMMARY

CONTRACT No. _____ **CONSULTANT COST PROPOSAL**
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Jim Damkowitch	Prinicpal Engineer / Planner	77	$ 63.63	$4,899.51
Chirag Safi	Engineer / Planner	78	$ 34.70	$2,706.60
Ruth Holtman	Technician I	11	$ 22.40	$246.40
		166	Total Hours	

Subtotal Direct Labor Costs	$7,852.51
Anticipated Salary Increases	$313.79
TOTAL - Direct Labor	$8,166.30

INDIRECT COSTS	Rate	Total
Overhead	0.00%	$0.00
Fringe Benefit	65.08%	$5,314.63
General & Administrative	140.17%	$11,446.70
	205.25%	
TOTAL - Indirect Costs		$16,761.32

FEE	(10.00%)	TOTAL - Fee	$2,492.76

OTHER DIRECT COSTS	Total
Travel Costs	$ -
Photocopies	$ -
Overnight Service	$ -
Graphic Presentation Boards	$ -
TOTAL - Other Direct Costs	$0.00
TOTAL COST	$27,420.00

City of Goleta
Ekwill Street and Fowler Road Extensions Project
PS&E Project

URS CORPORATION
BUSINESS CONFIDENTIAL
CONTRACT SUMMARY

CONTRACT No. _____
SUB-CONSULTANT TO: Drake Haglan & Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Craig Woodman	Sr Proj Mgr	298	$ 55.98	$16,682.04
Christopher Julian	Proj Scientist/Engineer	144	$ 51.96	$7,482.24
Johanna Kisner	Staff Engineer/Scientist	170	$ 36.52	$6,208.40
Beth Anna Cornett	Staff Engineer/Scientist	128	$ 33.44	$4,280.32
Julie Love	Staff Engineer/Scientist	168	$ 38.36	$6,444.48
David Denniston	Sr GIS Specialist	24	$ 44.36	$1,064.64
Jaret Campisi	GIS Specialist	132	$ 23.88	$3,152.16
Doug Kelley	Word Processor	44	$ 32.32	$1,422.08
Wendy Willis	Clerk Sr. Admin Ass't	64	$ 30.08	$1,925.12
			Subtotal Direct Labor Costs	$48,661.48
			Anticipated Salary Increases	$1,946.46
			TOTAL - Direct Labor	$50,607.94

INDIRECT COSTS	Rate	Total
Overhead	76.65%	$38,792.00
Fringe Benefit	44.47%	$22,504.34
General & Administrative		
	121.12%	
TOTAL - Indirect Costs		$61,296.34

FEE	(10.00%)	TOTAL - Fee $11,190.43
Facilites Captial Cost of Money (FCCM)		$176.12

OTHER DIRECT COSTS	COST	UNIT	# UNITS	Total
Travel Costs (Car rental)	105	DAY	9	$ 945.00
B/W Photocopies	0.105	PG	1010	$ 106.05
Color Repro	0.525	PG	230	$ 120.75
RC Graphics	105	HR	100	$ 10,500.00
Arch and Native Am Monitoring	78.75	HR	52	$ 4,095.00
Backhoe	1050	DAY	1	$ 1,050.00
FEDEX	20	Per package	10	$ 200.00
			TOTAL - Other Direct Costs	$17,016.80

TOTAL COST $140,288.00

City of Goleta
Ekwill Street and Fowler Road Extensions Project

FUGRO CONSULTANTS, INC.
CONTRACT SUMMARY

CONSULTANT COST PROPOSAL

CONTRACT No.
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours		Rate	Total
Jon Blanchard	Principal	68	$	57.17	$3,887.56
Loree Berry	Senior Professional	116	$	37.96	$4,403.36
Chad Stoehr	Senior Staff Professional	240	$	32.05	$7,692.00
Brendan Egan	GIS/CADD Operator	64	$	40.00	$2,560.00
Michelle Herrara	Word Processor	40	$	18.39	$735.60
		528	Total Hours		

Subtotal Direct Labor Costs	$19,278.52	
Anticipated Salary Increases	$775.11	
TOTAL - Direct Labor		$20,053.63

INDIRECT COSTS	Rate	Total
Overhead	164.57%	$33,002.26
Fringe Benefit	64.34%	$12,902.51
General & Administrative	0.00%	$0.00
	228.91%	
TOTAL - Indirect Costs		$45,904.77

FEE	(10.00%)	TOTAL - Fee	$6,595.84

OTHER DIRECT COSTS				Total
Drilling	Each	1 @	$ 12,130.00	$ 12,130.00
Laboratory Analysis	Each	1 @	$ 13,815.00	$ 13,815.00
Overnight Service	Each	2 @	$ 15.60	$ 31.20
Traffic Control	Day	5 @	$ 1,725.00	$ 8,625.00
			TOTAL - Other Direct Costs	$34,601.20

TOTAL COST	$107,155.00

City of Goleta
Ekwill Street and Fowler Road Extensions Project

GEOCON CONSULTANTS, INC.
CONTRACT SUMMARY

CONTRACT No. _____ **CONSULTANT COST PROPOSAL**
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Richard Day	Senior	12	$ 65.00	$780.00
Chris Merritt	Project	20	$ 32.75	$655.00
Luann Beadle	Sr. Staff	48	$ 27.50	$1,320.00
Dirk Hansen	Drafting	12	$ 37.50	$450.00
Kari Holzgang	Project Coordinator	6	$ 27.00	$162.00
		98	Total Hours	
			Subtotal Direct Labor Costs	$3,367.00
			Anticipated Salary Increases	$134.68
			TOTAL - Direct Labor	$3,501.68

INDIRECT COSTS	Rate	Total
Overhead	170.00%	$5,952.86
Fringe Benefit	0.00%	$0.00
General & Administrative	0.00%	$0.00
	170.00%	
	TOTAL - Indirect Costs	$5,952.86

FEE	(10.00%)	TOTAL - Fee	$945.45

OTHER DIRECT COSTS				Total
Laboratory Analysis	Each	1 @	$ 8,595.00	$ 8,595.00
Truck	Day	2 @	$ 125.00	$ 250.00
Hand Auger	Each	2 @	$ 40.00	$ 80.00
Sample Tubes	Each	14 @	$ 10.00	$ 140.00
GPS	Each	1 @	$ 160.00	$ 160.00
Level D/PPE/Decon	Each	2 @	$ 50.00	$ 100.00
			TOTAL - Other Direct Costs	$9,325.00

TOTAL COST $19,725.00

City of Goleta
Ekwill Street and Fowler Road Extensions Project

HAMNER, JEWELL & ASSOCIATES
CONTRACT SUMMARY

CONTRACT No. _____ **CONSULTANT COST PROPOSAL**
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Lillian Jewell	Managing Sr. Associate	160	$ 50.00	$8,000.00
Cathy Springford	Senior Associate	345	$ 45.00	$15,525.00
Heather Johnson	R/W Agent	105	$ 33.00	$3,465.00
Brianna Vazquez	Bilingual Relocation Agent	36	$ 16.50	$594.00
Valerie Bond	Transaction Coordinator	102	$ 27.50	$2,805.00
		750	Total Hours	

Subtotal Direct Labor Costs	$30,389.00	
Anticipated Salary Increases	$1,216.23	
TOTAL - Direct Labor		$31,605.23

INDIRECT COSTS	Rate	Total
Overhead	131.00%	$41,402.85
Fringe Benefit	37.00%	$11,693.93
General & Administrative	0.00%	$0.00
	168.00%	
TOTAL - Indirect Costs		$53,096.78

FEE	(10.00%)	TOTAL - Fee	$8,470.20

OTHER DIRECT COSTS			Total
Preliminary Title Reports	Reports	15 @ $ 745.00	$ 11,175.00
Appraisals	Parcels	15 @ $2,400.00	$ 36,000.00
Express Mail	Each	30 @ $ 5.30	$ 159.00
Mileage	Miles	285 @ $ 0.555	$ 158.18
Overnight Service	Each	15 @ $ 15.60	$ 234.00
		TOTAL - Other Direct Costs	$47,726.18
		TOTAL COST	$140,898.00

EXHIBIT C-1

LOCAL AGENCY CONSULTANT DBE INFORMATION

EXHIBIT 10-O2: LOCAL AGENCY CONSULTANT DBE INFORMATION

(Inclusive of all DBEs listed at bid proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section

1. Local Agency Name: city of Goleta
2. Project Location: Fowler Rd Extenstion, Ekwill St. Extension, Hollister Ave. Improvements at SR 217 and Kellogg Ave. Improvements at Hollister Ave.
3. Project Description: Plans, Specifications & Estimates (PS&E), Right of Way Engineering & Right of Way Acquisition Services for the Ekwill Street & Fowler Road Extensions Project
4. Total Contract Award Amount: $ 1,396,974
5. Consultant Name: Drake Haglan & Associates
6. Contract DBE Goal %: 0.02%
7. Total Dollar Amount for all Subcontractors: $ 962,446
8. Total Number of all Subcontractors: 8

Award DBE Information

9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Appraisal & Acquisition	Hamner, Jewel & Associates	11080114	$140,898
	340 James Way, Suite 150		
	Pismo Beach, CA 93449		
	(805) 773-1459		

13. Total Dollars Claimed: $140,898

14. Total % Claimed: 10.09 %

Local Agency to Complete this Section

20. Local Agency Contract Number:
21. Federal-aid Project Number:
22. Contract Execution Date:

Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:

23. Local Agency Representative Name (Print)
24. Local Agency Representative Signature
25. Date
26. Local Agency Representative Title
27. (Area Code) Tel. No.

15. Preparer's Signature
16. Preparer's Name (Print): Craig C. Drake
17. Preparer's Title: CFO/Project Manager
18. Date: 8/1/12
19. (Area Code) Tel. No.: (916) 363-4210

Caltrans to Complete this Section

Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:

28. DLAE Name (Print)
29. DLAE Signature
30. Date

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
(2) Copy – Include in award package sent to Caltrans DLAE (3) Original – Local agency files

SUPPLIER CLEARINGHOUSE
CERTIFICATE OF ELIGIBILITY

CERTIFICATE EXPIRATION DATE: **09-21-2014**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

Beacon Intragrated Professional Resources, Inc., dba Hanner, Jewell & Associates of Pismo Beach, California as a WBE

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above named firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at 800-359-7998 in Los Angeles.

VON: 11080114 ***Determination Date: 09-21-2011***

AMENDMENT No. 2
TO PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA AND
DRAKE HAGLAN ASSOCIATES, INC.

This Amendment No. 2 ("Amendment") is made this 17th day of June, 2014 to an agreement for Professional Services between the **CITY OF GOLETA** ("City") and **DRAKE HAGLAN ASSOCIATES, INC.** ("Consultant") dated August 17, 2012 ("Agreement").

RECITALS

WHEREAS, the Agreement between the City and Consultant currently provides in Section 6 for the termination of the Agreement on June 30, 2014; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the AGREEMENT to June 30, 2015; and

WHEREAS, the City Council, on this 17th day of June, 2014, approved this Contract Amendment and authorized the Interim City Manager to execute this Amendment per the Goleta Municipal Code Section 3.05.050.

AMENDED TERMS

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

1. **Section 6. TERM, PROGRESS AND COMPLETION** is amended to extend the term for an additional year and to read in its entirety:

The term of this Agreement is from the date first written above to June 30, 2015, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

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

CITY OF GOLETA

Michelle Greene, Interim City Manager

CONSULTANT

Dennis Haglan, President

ATTEST:

Deborah Lopez, City Clerk

Craig Drake, Chief Financial Officer

APPROVED AS TO FORM

Tim W. Giles, City Attorney

Agreement No. 2012-090.3
City of Goleta, California

CITY OF GOLETA
CALIFORNIA
OCT 20 2014
RECEIVED

AMENDMENT No. 3 TO PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF GOLETA AND DRAKE HAGLAN ASSOCIATES, INC.

This Amendment No. 3 ("Amendment") is made this 7th day of October, 2014 to an agreement for Professional Services between the **CITY OF GOLETA** ("City") and **Drake Haglan Associates, Inc.** ("Consultant") dated August 17, 2012 ("Agreement").

RECITALS

WHEREAS, the Agreement between the City and Consultant currently provides in Section 3 Subsection (h) for total compensation amount not to exceed one million, three hundred ninety-six thousand and nine hundred seventy-four dollars ($1,396,974); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of seven hundred forty-nine thousand and seven hundred fifteen dollars ($753,715); and

WHEREAS, the Agreement between the City and Consultant currently provides in Exhibit A-1 entitled "Scope of Work" the work to be completed by CONSULTANT; and

WHEREAS, the parties desire to amend Exhibit A-1 to include the additional task of permitting, environmental and project management services; and

WHEREAS, the City Council, on this 7th day of October, 2014, approved this Contract Amendment and authorized the Interim City Manager to execute this Contract Amendment per the Goleta Municipal Code Section 3.05.050.

AMENDED TERMS

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

1. **Section 3 Subsection (h).** **COMPENSATION AND PAYMENT** of the Agreement is amended to increase the not to exceed by $753,715 and to read in its entirety:

   h) The total amount payable by the CITY including the fixed fee shall not exceed $2,150,689.

2. **Exhibit A-1.** **Scope of Work** of the Agreement is amended to delete and replace in its entirety:

   Exhibit A-1 "Scope of Work" with **Exhibit A-2 "Scope of Work"** attached hereto and incorporated herein.

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

In witness whereof, this Amendment No.3 has been executed by the parties effective on the date and year first written above.

CITY OF GOLETA

Michelle Greene, Interim City Manager

CONSULTANT

Dennis Haglan, President

ATTEST:

Deborah Lopez, City Clerk

Craig Drake, Chief Financial Officer

APPROVED AS TO FORM

Tim W. Giles, City Attorney

Exhibit A-2
Scope of Work

TASK 1: MANAGEMENT

1.1 PROJECT MANAGEMENT

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

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

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

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

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

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

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

1.3 <u>AMENDMENT 3 SCOPE</u> - PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for the oversight and day-to-day management of the project team. The additional work is primarily due to an extended project delivery schedule of over one year.

LIST OF DELIVERABLES:

- ✓ Prepare Monthly progress reports with action item log and schedule update
- ✓ Up to 4 Meeting Agendas and Notes for meetings held at City office
- ✓ Bi-weekly PDT Phone Conferences Agendas and Notes
- ✓ Project ftp site instructions & QC checklists with milestone submittals

TASK 2: SURVEYING

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

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

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

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

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

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

2.1.6 Prepare new base map for design.

2.1.7 Locate geotechnical borings on base map.

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

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

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

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

TASK 3: MATERIALS AND FOUNDATIONS REPORTS

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

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

A location map showing proposed boring locations will be prepared, and the boring locations shall be marked in the field and underground service alert will be contacted. Proposed boring locations shall be checked against utility maps prior to marking in the field. Consultant shall obtain a permit from the City and Caltrans for field work that will be performed in the roadway.

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

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

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

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

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

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

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

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

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

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

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

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

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

LIST OF DELIVERABLES

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

TASK 4: DRAINAGE REPORT

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

4.1 DRAINAGE REPORT. Consultant shall prepare a report addressing the hydrology, hydraulic and drainage impacts of the project. Calculations and sketches of existing and proposed hydraulic structures shall be included in the report. The fact that the project crosses several different jurisdictions makes the development and completion of the drainage report more

complicated than typical. Consultant shall provide a drainage report acceptable to the oversight agencies. There may be 4 different agencies providing oversight and/or approval of the document and plans, including:

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

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

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

- Design Recommendations & Review: Consultant shall provide drainage recommendations to the roadway engineers and will review the drainage plans for compatibility and conformance to the drainage report and the drainage needs.
- Permitting: Consultant shall prepare storm water permit applications and shepherd them through the various local agency processes.
- Water Pollution Control Plans: Consultant shall prepare water pollution control plan and specifications for contract documentation plan set.

TASK 5: AERIAL DEPOPSITED LEAD STUDY

5.1 AERIALLY DEPOSITED LEAD TESTING. This task provides for testing for aerially deposited lead within Caltrans right of way. Geocon shall perform the sampling and testing under the direction of consultant. Geocon shall perform the following tasks:

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

- 16 soil samples for CAM17 Metals
- Up to 45 soil samples for Soluble (WET, DI-WET, or TCLP) Lead

LIST OF DELIVERABLES

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

TASK 6: PERMITTING

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

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

PERMIT 1 **COE SECTION 404 PERMIT**

PERMIT 2 **SECTION 7 CONSULTATION (FHWA)**

PERMIT 3 **CCRWQCB SECTION 401 CERTIFICATION PERMIT**

PERMIT 4 **CDFG SECTION 1602 PERMIT**

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

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

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

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

CALIFORNIA FISH AND GAME CODE SECTION **1602** -- STREAMBED ALTERATION AGREEMENT. Under Section 1600 *et seq.* of the California Fish and Game Code, activities that would divert, obstruct, or substantially alter a streambed must be authorized through a

Streambed Alteration Agreement from the CDFG. Permit applications to the COE, CCRQCB, and CDFG shall include (on CD) the project's Mitigation Plan, Final EIR, the Natural Environment Study (NES) and the NES Addendum, the Federal Highway Administration's (FWHA's) Section 7 consultation letter, and documentation that Section 106 consultation has been completed.

TASKS FOR PERMITS 1 - 4

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

6.1.2 PREPARE COMPENSATORY MITIGATION PLAN. A Compensatory Mitigation Plan is required to accompany all Section 404 permit applications. To reduce redundancy and simplify the implementation phase of the project, URS shall integrate the Compensatory Mitigation Plan into the biological mitigation plan required by EIR Mitigation Measure NA-1.

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

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

6.1.4 RESPONSES TO AGENCY COMMENTS. The COE, CDFG and/or the CCRWQCB may comment on the permit applications. For example, they may want to refine or modify measures in the project's Mitigation Plan. Under the direction of CONSULTANT, URS shall review all comments, coordinate with the City and CONSULTANT, and provide responses as directed.

LIST OF DELIVERABLES, PERMITS 1 - 4

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

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

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

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

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

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

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

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

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

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

6.1.11 <u>AMENDMENT 3 SCOPE</u>. The scope of the work related to securing the CCC Permit has expanded enormously due to the requirements of the California Coastal Commission application review process. This scope has expanded well beyond the original scope, and includes

alignment studies that in turn have an effect on other tasks. Three firms are impacted by the permitting process: DHA, MNS and URS. The scope has expanded in the following ways:

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

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

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

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

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

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

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

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

LIST OF DELIVERABLES – PERMIT 5

Consultant shall prepare:

- Memorandum documenting CCC comments made during the site visit and the pre-application meeting.
- Summary of key CCC issues and related project information that would be included with the CDP application.
- Environmentally related technical inputs to sections of the CDP application
- PowerPoint inputs (environmental data for a CCC presentation, if warranted)
- Written responses to CCC comments and data requests
- Written evaluation of recommended conditions of approval in the CCC staff report
- Biological Resources Report

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

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

Santa Barbara's CDP application process shall include:

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

The DART application shall include the following applicable components:

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

A total of ten (10) copies of the plans must be submitted according to the City's Project Plan Requirement's. Plan set size and content requirements are listed in the DART application. The DART process usually has a 30-day review process with City of Santa Barbara Staff. Should additional information be required before the application can be deemed complete, the application may be placed on hold until such information is provided.

TASKS ASSOCIATED WITH PERMIT 6

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

6.1.12 IDENTIFY RESOURCES, IMPACTS, MITIGATION MEASURES ON AIRPORT PROPERTY. Consultant shall develop a stand-alone summary of relevant portions of the FEIR, including environmental resources on Airport property, impacts, and mitigation measures using existing data, figures and

field mapping. City Staff shall coordinate and submit the Master Application, CDP and DART applications to the City of Santa Barbara.

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

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

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

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

6.1.17 ARCHAEOLOGICAL STUDY ON AIRPORT PROPERTY (OPTIONAL TASK). The *Master Archaeological Resources Assessment for the Santa Barbara Municipal Airport* (2010) requires subsurface archaeological survey along the western portion of the Fowler Road Extension for any areas subject to deep construction impacts (>24-inches below ground surface). No archaeological investigation will be required if the project impacts are restricted to the upper 24-inches of the soil column.

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

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

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

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

LIST OF DELIVERABLES – PERMIT 6

- A summary of the project description, impacts on Airport property, and mitigation measures
- Master Application technical information
- CDP Application technical information
- Technical information memorandum for the Development Application Review Team (DART) Submittal Packet
- A CD or hard copy of all relevant technical studies (Final EIR, NES, Etc.)
- Written evaluation of recommended conditions of approval contained in the City of Santa Barbara's PRT staff report
- Phase 1 Subsurface Archaeological Survey Letter Report

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

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

LIST OF DELIVERABLES - PERMIT 7

- Technical memorandum

TASK 7: CITY OF SANTA BARBARA COORDINATION

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

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

TASK 8: 35% PS&E

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

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

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

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

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

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

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

LIST OF DELIVERABLES

- See below

TASK 9: 65% PS&E

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

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

- Detail/Typical Cross Section Sheets - include typical sections and other details as required.
- Roadway Improvement Plans - includes plans for the proposed roadway widening and associated improvements. Plans shall provide for roadway improvements in accordance with the City's recommendations. The roadway improvement plan shall consist of a plan and profile format that will also indicate the grading requirements in the plan. The construction drawings shall include all drainage and roadway structural details, slope revetment or lining, and design cross sections.
- Any new striping is to extend a minimum of 100 feet beyond the construction limits.
- Cross Sections - includes roadway cross sections based on the previously prepared field survey at 50-foot intervals showing the proposed roadway widening

improvements. Cross sections are considered necessary to properly design the improvements and to establish the earthwork volumes and extent of construction or reconstruction beyond the existing right-of-way lines onto private property, where and if necessary. The cross sections and cut and fill quantities will be computer generated and will be included with the bid set.

- Special layout and construction details as required.
- Temporary traffic control and construction staging plans.
- Driveway profiles where work will extend beyond the public right-of-way limits. The profile shall be extended as required for a transition to the existing driveway.
- Retaining walls and precast arch culverts with natural bottoms.
- The Plans, Specifications, and Estimate must be prepared in accordance with Caltrans current CADD Users Manual, Plans Preparation Manual, and Caltrans practices, as well as conform to the City of Goleta's standards and practices.

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

LIST OF DELIVERABLES

- See below

TASK 10: 95% PS&E

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

LIST OF DELIVERABLES

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

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

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
T	1	Title Sheet	X	X	X	X
G	1	General Notes		X	X	X
CC	3	Construction Control plan		X	X	X
XS	1	Ekwill Street typical sections	X	X	X	X
	1	Kellogg Ave typical sections	X	X	X	X
	2	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps typical sections	X	X	X	X
	1	Fowler Road/Fairview Avenue typical sections	X	X	X	X
L	5	Ekwill Street roadway layout	X	X	X	X
	1	Pine Ave roadway layout	X	X	X	X
	1	Kellogg Avenue roadway layout	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway layout	X	X	X	X
	4	Fowler Road/Fairview Avenue roadway layout	X	X	X	X
P	5	Ekwill Street roadway profile	X	X	X	X
	1	Pine Ave roadway profile	X	X	X	X
	1	Kellogg Avenue roadway profile	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway profile	X	X	X	X
	4	Fowler Road/Fairview Avenue roadway profile	X	X	X	X
CD	3	ADA ramps, misc.		X	X	X
	5	Roundabout layout/grading		X	X	X
D	5	Ekwill Street drainage plan		X	X	X
	1	Kellogg Avenue drainage plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps drainage plan		X	X	X
	4	Fowler Road/Fairview Avenue drainage plan		X	X	X
Code	Quant	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
D	2	Old San Jose Creek culverts (assumed precast arches)		X	X	X
	6	Drainage profiles		X	X	X
	2	Drainage details		X	X	X
	4	Drainage quantities		X	X	X
WPC	5	Ekwill Street water pollution control plan		X	X	X
	1	Kellogg Avenue water pollution control plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps water pollution control plan		X	X	X
	4	Fowler Road/Fairview Avenue water pollution control plan		X	X	X
	2	Water Pollution Control details		X	X	X
	4	Water Pollution Control quantities		X	X	X
U	5	Ekwill Street utility plan	X	X	X	X
	1	Kellogg Avenue utility plan	X	X	X	X
	4	Fowler Road utility plan	X	X	X	X
	8	Hollister Avenue utility plan	X	X	X	X
SC	3	Ekwill Street RBA staging	X	X	X	X
	4	Hollister Ave RBA staging	X	X	X	X
	3	Fowler Road RBA staging	X	X	X	X
TH	4	Ekwill RBA traffic handling		X	X	X
	1	Kellogg Ave traffic handling		X	X	X
	12	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps traffic handling		X	X	X
	4	Fowler Road traffic Handling		X	X	X
PD/S	5	Ekwill pavement delineation & sign plan		X	X	X
	1	Kellogg pavement delineation & sign plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps pavement delineation & sign plan		X	X	X
	4	Fowler Road/Fairview Avenue pavement delineation & sign plan		X	X	X
	2	Pavement delineation & sign details		X	X	X
	4	Pavement delineation & sign quantities		X	X	X
PP/IP	5	Ekwill landscaping and irrigation plan	X	X	X	X
	1	Kellogg landscaping and irrigation plan	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps landscaping and irrigation plan	X	X	X	X

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
	4	Fowler Road/Fairview Avenue	X			
		landscaping and irrigation plan		X	X	X
	2	Landscaping and irrigation details		X	X	X
Code	Quant	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
PP/IP	4	Landscaping and irrigation quantities		X	X	X
E	2	Hollister/Kellogg Traffic Signal Mod		X	X	X
	3	Street lighting plan and details		X	X	X
S	2	Pre-Cast Culvert Foundation Plans		X	X	X
	4	Retaining Wall Plans		X	X	X
	220	**TOTAL**				

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

TASK 11: FINAL CONTRACT PACKAGE

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

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

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

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

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

Consultant shall be responsible for compiling the Project Specifications which are to be based upon the latest Caltrans Standard Specifications and the latest Caltrans Standard Special Provisions shall be incorporated into the bid documents. Consultant shall provide a write up for the project specific scope of work in the Technical Specifications. The Specifications shall be signed and "wet sealed" by consultant's Civil Engineer registered in the State of California,

which will constitute a certification that they are complete and ready for bidding purposes and awarding of a contract for construction of the improvements.

11.5 SUBMITTALS:

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

- Consultant shall submit three (3) sets of the contract specification documents with each submittal for checking by the City, along with the previous check prints. A disk in Microsoft Word format containing the final Contract Documents shall be submitted to the City.
- The design shall include new improvements within existing State right-of-way or right-of-way to be acquired by the Project that will become State-owned improvements upon final completion of the Project. Consultant's design shall therefore require the review and approval of Caltrans. This review process shall be in accordance with Caltrans procedures. Consultant shall prepare, submit, and coordinate with Caltrans all required PS&E documents through final approval of the design on behalf of the City. The City will review all PS&E documents prior to their submission to Caltrans.
- Prepare RE File and Materials Information Handbook.

TASK 12: RIGHT OF WAY ENGINEERING

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

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

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

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

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

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

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

12.1.7 Consultant shall prepare legal description and sketch for abandonment of Kellogg Place for use by the City in the abandonment and conveyance process.

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

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

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

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

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

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

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

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

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

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

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

TASK 13: RIGHT OF WAY APPRAISALS

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

13.1 Under the direction of consultant, HJA shall obtain appraisals from a state licensed real estate appraiser, prepared in conformance with state laws and Caltrans guidelines, as required to set the basis of right of way purchase offers to private property owners by the City. All

appraisals shall be submitted to the City for review and pre-approval prior to purchase offer presentations. If project funding requires formal third party appraisal reviews, this proposal assumes Caltrans staff shall provide the required appraisal reviews. This scope does not include any appraisal of public lands held by City, County, County Flood Control, or State; it is assumed that appraisals will only be required for the acquisitions of private properties listed in Task 14.

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

AP 071-130-062	Yardi/Torridan	This parcel was not on the original list but has been identified as requiring an acquisition. PTR and appraisal will be required. Entry coordination for project studies required.
AP 071-130-049	Goleta Business Park	This parcel was not on the contract list but has been identified as requiring an acquisition. PTR and appraisal are required.
AP 071-130-040	Towbes (TCP Pine)	PTR obtained for this parcel; access coordination for site studies performed. Additional permanent r/w acquisition sought. Appraisal may be required.
AP 071-140-053	Kunze	No PTR requested, TCE may be avoided however some coordination may be necessary in conjunction with driveway access.
AP 071-140-064	Giorgi	PTR requested for this out of scope parcel; evaluation support regarding Caltrans denial of access requirement.
AP 071-190-034	Kellogg Ave LLC	New TCE required for retaining wall construction; this parcel was not in the original contract scope of work. Assume TCE without an appraisal.
AP 071-190-035	SYCAL Properties	Right of Entry for Driveway conform added/required
AP 071-170-061	Himelsein	Right of Entry for Driveway conform added/required
AP 071-170-062	See Family Trust	Right of Entry for Driveway conform added/required
AP 071-170-063	Antonucci	Right of Entry for Driveway conform added/required
AP 071-170-064	Antonucci	Right of Entry for Driveway conform added/required

AP 071-140-068	Catalina Barber	Right of Entry for Driveway conform added/required
AP 071-140-056	Bottiani	Right of Entry for Driveway conform added/required

TASK 14: RIGHT OF WAY ACQUISITION

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

Following is the list of parcels included in this proposal:

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

Assessor's Parcel Number	Owner	Type of Acquisition
071-330-009	Jurkowitz Trust	Partial

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

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

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

Acquisition for the parcels listed under Task 13.2 above.

TASK 15: UTILITY COORDINATION

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

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

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

- Utility Base Map: Prepare a utility base map to be used in conjunction with the topographic base map. Essentially, this base map documents the best available utility location information such as: USA markings; interpretation of as-built record drawings and utility atlas sheets; and pothole information.
- Utility Matrix: Prepare a utility matrix to organize and document in one location all the utility coordination activities including: owner; contact name, telephone and facsimile numbers; mailing and physical addresses; email addresses; dates and methods of communication; description of effected utility; method of conflict resolution, if any; status of relocation plans, if any; etc.

  This matrix is provided to the City and utility owners to provide a transparent understanding of all the utility locations, conflicts and issues to all potentially affected stakeholders. For example, often cable TV and telephone facilities are carried on electric poles. Using the matrix, the cable TV/telephone representatives can get a clear understanding of the project impacts to poles which they are on, but over which they have little to no control over.
- Utility Letter A (Verification) Package: Letter, matrix and associated plans that outline the proposed design and right-of-way, and existing utilities as mapped in the field. This letter puts the utility owner on notice that the City is intending to construct a project that may affect their facilities.

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

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

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

- Potholing: Obtaining positive location information of underground utilities that may be in conflict with the proposed project improvements, and all high-risk utilities within the project limits. The potholes will be surveyed and added to the project topo maps. Since the exact number of potholes cannot be determined in advance, consultant has assumed approximately two full days of potholing activity will be needed.
- Utility Letter B (Request for Relocation Plans) Package: Letter, updated matrix and associated plans that identify potential utility conflicts and approximate relocation schedules. This is a formal coordination letter that identifies the relocation work and schedule required to complete the relocations. Packages shall be sent to all utility owners within the project limits – regardless of potential conflict or not – in order to provide transparency of all utility coordination.
- Relocation Parameters: Provide utility relocation parameters for utility owner relocations plans.

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

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

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

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

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

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

TASK 16: MITIGATION MONITORING PLAN

PERMIT CONDITONS SUMMARY TABLE AND PS&E INTEGRATION

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

> "The local agency shall develop a list of all mitigation as related to NEPA and provide it along with the technical reports and draft environmental document to the DLAE.
>
> The local agency shall certify that all required mitigation has been completed and/or is included in the Final Plans, Specifications and Estimate (PS&E), and that any required ongoing maintenance of mitigation is implemented (23 CFR Parts 635,771, and 772)."

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

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

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

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

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

- Protection and replacement of riparian habitat
- Native tree inventory and protection plan

- Wetland habitat restoration
- Pre-construction floristic surveys and compensation
- Plant restoration
- Construction restrictions for riparian birds and raptors
- Construction zone housekeeping
- Maintenance restrictions
- Avoid/minimize impacts to least Bell's vireo

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

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

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

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

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

Native cover must be 70 percent after three years and retain 70 percent coverage by the end of the 5-year monitoring and maintenance period.

Non-native invasive plants, excluding non-native grasses, must remain below 10 percent of total vegetation cover at all times.

Vegetation must survive without supplemental irrigation for at least 2 years.

No single species shall constitute more than 50 percent of the vegetative cover.

Replacement plants shall be monitored for a minimum of 3 years to ensure successful establishment.

The draft Mitigation Plan will be submitted electronically for review and approval by the resource agencies and Goleta.

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

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

LIST OF DELIVERABLES

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

TASK 17: PROVIDE BIDDING AND CONSTRUCTION SUPPORT

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

CITY OF GOLETA RESPONSIBILITIES

- Provide basic criteria for project design, record drawings, and preprinted portions of the specifications.
- Provide copies of available pertinent City records, such as survey ties, benchmarks, road plans, and record maps the City knowingly has in its possession.
- Print and distribute final bid documents, unless requested as an additional service.
- Mediate with land owners for access to and provisions for consultant to enter upon private and public lands.
- Provide all other required services that cannot, by law, be performed by consultant.
- Provide contract administration and inspection during construction.
- Be responsible for all communication with the Caltrans' District Local Assistance Engineer for grant funding and cost reimbursement.
- The City's Director of Public Works or designee shall serve as Contract Administrator for the project.

AMENDMENT No. 4
TO PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DRAKE HAGLAN ASSOCIATES, INC.

This Amendment No. 4 ("Amendment") to a Professional Design Services agreement is made this 30th day of June, 2015 between the **City of Goleta** ("City") and **Drake Haglan Associates, Inc.** ("Consultant") dated August 7, 2012 ("Agreement").

RECITALS

WHEREAS, this Agreement was originally adopted by City Council on August 7, 2012; and

WHEREAS, Amendment No. 1 was authorized on September 4, 2012, deleting and replacing the entire language of the Agreement so it would comply with federal requirements for funding of this Agreement; and

WHEREAS, Amendment No. 2 was authorized June 17, 2014 amending the termination date of the Agreement to June 30, 2015; and

WHEREAS, Amendment No.3 was authorized October 7, 2014 amending the scope of work and total compensation to an additional $753,715 for additional tasks to be completed; and

WHEREAS, the Agreement between the City and Consultant currently provides in Section 3 Subsection (h) for total compensation amount not to exceed two million, one hundred fifty-thousand and six hundred eighty-eight dollars ($2,150,689); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of six hundred ninety-three thousand and nine hundred and four dollars ($693,904); and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 30, 2015; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the AGREEMENT to June 30, 2017; and

WHEREAS, the Agreement between the City and Consultant currently provides in Exhibit A-2 entitled "Scope of Work" the work to be completed by Consultant; and

WHEREAS, the parties desire to amend Exhibit A-2 to include the additional task of permitting, environmental and project management services; and

WHEREAS, the City Council, on this 30th day of June, 2015, approved this Contract Amendment and authorized the City Manager to execute this Contract Amendment per the Goleta Municipal Code Section 3.05.240.

AMENDED TERMS

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

1. **Section 3 Subsection (h).** **COMPENSATION AND PAYMENT** of the Agreement is amended to increase the not to exceed by $693,904 and to read in its entirety:

   h) The total amount payable by the CITY including the fixed fee shall not exceed $2,844,593.

2. **Section 6.** **TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional two years to read in its entirety.

   The term of this Agreement is from the date first written above to June 30, 2017, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

   CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by paragraph 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed according to the scope of services attached as Exhibit A-3.

3. **Exhibit A-2.** **Scope of Work** of the Agreement is amended to delete and replace in its entirety:

   Exhibit A-2 "Scope of Work" with **Exhibit A-3 "Scope of Work"** attached hereto and incorporated herein.

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

In witness whereof, this Amendment No.4 has been executed by the parties effective on the date and year first written above.

CITY OF GOLETA

Michelle Greene, City Manager

CONSULTANT

Dennis Haglan, President

ATTEST:

Deborah Lopez, City Clerk

Craig Drake, CFO

APPROVED AS TO FORM:

Tim W. Giles, City Attorney

Exhibit A-3
Scope of Work

TASK 1: MANAGEMENT

1.1 PROJECT MANAGEMENT

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

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

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

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

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

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

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

1.3 AMENDMENT 3 SCOPE - PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for the oversight and day-to-day management of the project team. The additional work is primarily due to an extended project delivery schedule of over one year.

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

LIST OF DELIVERABLES:

- ✓ Prepare Monthly progress reports with action item log and schedule update
- ✓ Up to 4 Meeting Agendas and Notes for meetings held at City office
- ✓ Bi-weekly PDT Phone Conferences Agendas and Notes
- ✓ Project ftp site instructions & QC checklists with milestone submittals

TASK 2: SURVEYING

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

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

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

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

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

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

2.1.6 Prepare new base map for design.

2.1.7 Locate geotechnical borings on base map.

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

Additional work is needed on Kellogg and Dearborn Avenues, Ward Drive, Highway 217, and additional effort to map storm drain and sewer manholes including

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

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

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

TASK 3: MATERIALS AND FOUNDATIONS REPORTS

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

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

A location map showing proposed boring locations will be prepared, and the boring locations shall be marked in the field and underground service alert will be contacted. Proposed boring locations shall be checked against utility maps prior to marking in the field. Consultant shall obtain a permit from the City and Caltrans for field work that will be performed in the roadway.

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

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

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

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

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

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

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

- Slope inclinations for the design of cut and embankment slopes;
- Cuts and excavations associated with earthwork for the roadway approaches;
- Embankments including suitability of excavated materials for use as fill, moisture control, erosion control and drainage considerations, expansive soils, estimated settlement and special treatments to reduce settlement, if needed;
- Corrosion considerations for culverts and buried concrete structures (cement factors, pipe thickness, and need for coatings);
- Earthwork factors for onsite materials that are excavated and replaced as compacted fill;
- Structural sections for asphalt concrete pavements based traffic indices provided to us;
- Site geology, faulting and seismicity;
- Seismic design criteria for use with Caltrans design methods;

- Corrosion considerations for design of subsurface structures (minimum cement factors estimated in accordance with Caltrans guidelines);
- Suitable foundation types for the conditions encountered (such as spread footings, driven concrete or steel piles, CISS, or CIDH piles);
- Specified tip elevation, settlement, and size for suitable deep foundation types and class of pile loading considered (up to 2 pile types can be considered);
- Lateral capacity of single pile foundations for free-head and fixed-head conditions based on p-y analysis;
- Pile spacing and group reduction factors for vertical and lateral loads;
- Lateral earth pressures, spring constants, and passive pressure resistance for abutment design;
- Special considerations for approach fill settlements: allowable slope inclinations, waiting periods, and need for monitoring; and
- Construction considerations: need for dewatering, pile driving, CIDH pile construction, adjacent structures, temporary excavations, and shoring.

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

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

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

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

- Summary of subsurface soil and groundwater conditions along the proposed soil nailed wall alignment;
- Evaluation of geological hazards consisting of faulting and ground rupture potential, strong ground shaking and peak horizontal ground acceleration for liquefaction potential, seismic settlement, and a qualitative evaluation of lateral spreading hazards;
- Development of an ARS curve in accordance with Caltrans seismic design criteria;
- Development of up to 4 subsurface cross sections considered representative of changing wall heights and/or subsurface conditions;
- Evaluations of those representative cross sections with soil nailed

reinforcement to achieve static and seismic slope stability;

- Recommendations for soil nail size, lengths and spacing required to support the vertical wall;
- Coordination with the design team to develop construction plans and details for the soil nailed wall;
- Discussion of corrosion potential and construction considerations; and
- Preparation of submittals with structure design calculation supporting the recommendations and independent design check calculations in accordance with Caltrans procedures.
- Preparation of a standalone Draft and Final Geotechnical Design Report for the proposed soil nailed wall at the southbound off-ramp of SR 217 at Hollister Avenue.

LIST OF DELIVERABLES

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

TASK 4: DRAINAGE REPORT

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

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

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

these areas may need to be addressed in accordance with the County of Santa Barbara storm water management program.

- Caltrans: The SR217 off/on ramps at Hollister Avenue are also under Caltrans jurisdiction. Caltrans standards and methodology will be used for this area.

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

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

- Design Recommendations & Review: Consultant shall provide drainage recommendations to the roadway engineers and will review the drainage plans for compatibility and conformance to the drainage report and the drainage needs.
- Permitting: Consultant shall prepare storm water permit applications and shepherd them through the various local agency processes.
- Water Pollution Control Plans: Consultant shall prepare water pollution control plan and specifications for contract documentation plan set.

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

TASK 5: AERIAL DEPOPSITED LEAD STUDY

5.1 AERIALLY DEPOSITED LEAD TESTING. This task provides for testing for aerially deposited lead within Caltrans right of way. Geocon shall perform the sampling and testing under the direction of consultant. Geocon shall perform the following tasks:

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

- 16 soil samples for CAM17 Metals
- Up to 45 soil samples for Soluble (WET, DI-WET, or TCLP) Lead

LIST OF DELIVERABLES

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

TASK 6: PERMITTING

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

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

PERMIT 1 COE SECTION 404 PERMIT

PERMIT 2 SECTION 7 CONSULTATION (FHWA)

PERMIT 3 CCRWQCB SECTION 401 CERTIFICATION PERMIT

PERMIT 4 CDFG SECTION 1602 PERMIT

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

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

PERMIT 1 AND PERMIT 2

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

PERMIT 3

SECTION 401 WATER QUALITY CERTIFICATION. Section 401 of the CWA requires that an applicant for a federal permit to discharge fill material into Waters of the U.S.

(such as a CWA Section 404 permit) must also obtain a state-issued certification that the discharge would not violate state water quality standards. In the project region, Section 401 Water Quality Certifications are issued by the Central Coast RWQCB.

PERMIT 4

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

TASKS FOR PERMITS 1 - 4

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

6.1.2 PREPARE COMPENSATORY MITIGATION PLAN. A Compensatory Mitigation Plan is required to accompany all Section 404 permit applications. To reduce redundancy and simplify the implementation phase of the project, URS shall integrate the Compensatory Mitigation Plan into the biological mitigation plan required by EIR Mitigation Measure NA-1.

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

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

6.1.4 RESPONSES TO AGENCY COMMENTS. The COE, CDFG and/or the CCRWQCB may comment on the permit applications. For example, they may want to refine or modify measures in the project's Mitigation Plan. Under the direction of CONSULTANT, URS shall review all comments, coordinate with the City and CONSULTANT, and provide responses as directed.

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

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

LIST OF DELIVERABLES, PERMITS 1 - 4

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

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

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

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

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

Consultant shall provide the City with the NES and Addendum, including the most current color set of relevant maps and figures, for transmittal to the CCC staff.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LIST OF DELIVERABLES – PERMIT 5

Consultant shall prepare:

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

- Written evaluation of recommended conditions of approval in the CCC staff report
- Biological Resources Report

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

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

Santa Barbara's CDP application process shall include:

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

The DART application shall include the following applicable components:

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

A total of ten (10) copies of the plans must be submitted according to the City's Project Plan Requirement's. Plan set size and content requirements are listed in the DART application. The DART process usually has a 30-day review process with City of Santa Barbara Staff. Should additional information be required before the application can be

deemed complete, the application may be placed on hold until such information is provided.

TASKS ASSOCIATED WITH PERMIT 6

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

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

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

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

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

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

6.1.17 ARCHAEOLOGICAL STUDY ON AIRPORT PROPERTY (OPTIONAL TASK). The *Master Archaeological Resources Assessment for the Santa Barbara Municipal Airport* (2010) requires subsurface archaeological survey along the western portion of the Fowler Road Extension for any areas subject to deep construction impacts (>24-inches below ground surface). No archaeological investigation will be required if the project impacts are restricted to the upper 24-inches of the soil column.

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

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

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

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

LIST OF DELIVERABLES – PERMIT 6

- A summary of the project description, impacts on Airport property, and mitigation measures
- Master Application technical information
- CDP Application technical information
- Technical information memorandum for the Development Application Review Team (DART) Submittal Packet
- A CD or hard copy of all relevant technical studies (Final EIR, NES, Etc.)
- Written evaluation of recommended conditions of approval contained in the City of Santa Barbara's PRT staff report
- Phase 1 Subsurface Archaeological Survey Letter Report

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

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

LIST OF DELIVERABLES - PERMIT 7

- Technical memorandum

TASK 7: CITY OF SANTA BARBARA COORDINATION

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

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

TASK 8: 35% PS&E

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

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

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

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

8.2 PREPARE CONCEPTUAL PLANS. The consultant shall produce conceptual plans at 1" = 20' scale. Additional information to be indicated at this stage will include the base map data from field survey and records research, facility sizes, roadway dimensions,

and rights-of-way, and presenting plan, elevation and section views of the proposed improvements along with all existing facilities.

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

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

LIST OF DELIVERABLES

- See below

TASK 9: 65% PS&E

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

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

- Detail/Typical Cross Section Sheets - include typical sections and other details as required.
- Roadway Improvement Plans - includes plans for the proposed roadway widening and associated improvements. Plans shall provide for roadway improvements in accordance with the City's recommendations. The roadway improvement plan shall consist of a plan and profile format that will also indicate the grading requirements in the plan. The construction drawings shall include all drainage and roadway structural details, slope revetment or lining, and design cross sections.
- Any new striping is to extend a minimum of 100 feet beyond the construction limits.
- Cross Sections - includes roadway cross sections based on the previously prepared field survey at 50-foot intervals showing the proposed roadway widening improvements. Cross sections are considered necessary to properly design the improvements and to establish the earthwork volumes and extent of construction or reconstruction beyond the existing right-of-way lines onto private property, where and if necessary. The cross sections and cut and fill quantities will be computer generated and will be included with the bid set.
- Special layout and construction details as required.
- Temporary traffic control and construction staging plans.

- Driveway profiles where work will extend beyond the public right-of-way limits. The profile shall be extended as required for a transition to the existing driveway.
- Retaining walls and precast arch culverts with natural bottoms.
- The Plans, Specifications, and Estimate must be prepared in accordance with Caltrans current CADD Users Manual, Plans Preparation Manual, and Caltrans practices, as well as conform to the City of Goleta's standards and practices.

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

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

LIST OF DELIVERABLES

- See below

TASK 10: 95% PS&E

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

LIST OF DELIVERABLES

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

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

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
T	1	Title Sheet	X	X	X	X
G	1	General Notes		X	X	X
CC	3	Construction Control plan		X	X	X
XS	1	Ekwill Street typical sections	X	X	X	X
	1	Kellogg Ave typical sections	X	X	X	X
	2	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps typical sections	X	X	X	X
	1	Fowler Road/Fairview Avenue typical sections	X	X	X	X
L	5	Ekwill Street roadway layout	X	X	X	X
	1	Pine Ave roadway layout	X	X	X	X
	1	Kellogg Avenue roadway layout	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway layout	X	X	X	X
	4	Fowler Road/Fairview Avenue roadway layout	X	X	X	X
P	5	Ekwill Street roadway profile	X	X	X	X
	1	Pine Ave roadway profile	X	X	X	X
	1	Kellogg Avenue roadway profile	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway profile	X	X	X	X
	4	Fowler Road/Fairview Avenue roadway profile	X	X	X	X
CD	3	ADA ramps, misc.		X	X	X
	5	Roundabout layout/grading		X	X	X
D	5	Ekwill Street drainage plan		X	X	X
	1	Kellogg Avenue drainage plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps drainage plan		X	X	X
	4	Fowler Road/Fairview Avenue drainage plan		X	X	X
Code	Quant	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
D	2	Old San Jose Creek culverts (assumed precast arches)		X	X	X
	6	Drainage profiles		X	X	X
	2	Drainage details		X	X	X
	4	Drainage quantities		X	X	X

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
WPC	5	Ekwill Street water pollution control plan		X	X	X
	1	Kellogg Avenue water pollution control plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps water pollution control plan		X	X	X
	4	Fowler Road/Fairview Avenue water pollution control plan		X	X	X
	2	Water Pollution Control details		X	X	X
	4	Water Pollution Control quantities		X	X	X
U	5	Ekwill Street utility plan	X	X	X	X
	1	Kellogg Avenue utility plan	X	X	X	X
	4	Fowler Road utility plan	X	X	X	X
	8	Hollister Avenue utility plan	X	X	X	X
SC	3	Ekwill Street RBA staging	X	X	X	X
	4	Hollister Ave RBA staging	X	X	X	X
	3	Fowler Road RBA staging	X	X	X	X
TH	4	Ekwill RBA traffic handling		X	X	X
	1	Kellogg Ave traffic handling		X	X	X
	12	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps traffic handling		X	X	X
	4	Fowler Road traffic Handling		X	X	X
PD/S	5	Ekwill pavement delineation & sign plan		X	X	X
	1	Kellogg pavement delineation & sign plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps pavement delineation & sign plan		X	X	X
	4	Fowler Road/Fairview Avenue pavement delineation & sign plan		X	X	X
	2	Pavement delineation & sign details		X	X	X
	4	Pavement delineation & sign quantities		X	X	X
PP/IP	5	Ekwill landscaping and irrigation plan	X	X	X	X
	1	Kellogg landscaping and irrigation plan	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps landscaping and irrigation plan	X	X	X	X
	4	Fowler Road/Fairview Avenue landscaping and irrigation plan	X	X	X	X
	2	Landscaping and irrigation details		X	X	X
Code	Quant	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
PP/IP	4	Landscaping and irrigation quantities		X	X	X
E	2 3	Hollister/Kellogg Traffic Signal Mod Street lighting plan and details		X X	X X	X X
S	2 4	Pre-Cast Culvert Foundation Plans Retaining Wall Plans		X X	X X	X X
	220	**TOTAL**				

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

TASK 11: FINAL CONTRACT PACKAGE

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

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

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

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

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

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

complete and ready for bidding purposes and awarding of a contract for construction of the improvements.

11.5 SUBMITTALS:

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

- Consultant shall submit three (3) sets of the contract specification documents with each submittal for checking by the City, along with the previous check prints. A disk in Microsoft Word format containing the final Contract Documents shall be submitted to the City.
- The design shall include new improvements within existing State right-of-way or right-of-way to be acquired by the Project that will become State-owned improvements upon final completion of the Project. Consultant's design shall therefore require the review and approval of Caltrans. This review process shall be in accordance with Caltrans procedures. Consultant shall prepare, submit, and coordinate with Caltrans all required PS&E documents through final approval of the design on behalf of the City. The City will review all PS&E documents prior to their submission to Caltrans.
- Prepare RE File and Materials Information Handbook.

TASK 12: RIGHT OF WAY ENGINEERING

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

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

12.1.2 Consultant shall determine the precise areas needed for permanent and temporary easements and for areas of interagency transfer. It is anticipated that approximately 33 permanent (private and interagency combined) fee or easements and

20 temporary construction easements (including 2 possible staging areas not yet defined) will be required.

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

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

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

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

12.1.7 Consultant shall prepare legal description and sketch for abandonment of Kellogg Place for use by the City in the abandonment and conveyance process.

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

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

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

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

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

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

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

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

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

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

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

TASK 13: RIGHT OF WAY APPRAISALS

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

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

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

AP 071-130-062	Yardi/Torridan	This parcel was not on the original list but has been identified as requiring an acquisition. PTR and appraisal will be required. Entry coordination for project studies required.
AP 071-130-049	Goleta Business Park	This parcel was not on the contract list but has been identified as requiring an acquisition. PTR and appraisal are required.
AP 071-130-040	Towbes (TCP Pine)	PTR obtained for this parcel; access coordination for site studies performed. Additional permanent r/w acquisition sought. Appraisal may be required.
AP 071-140-053	Kunze	No PTR requested, TCE may be avoided however some coordination may be necessary in conjunction with driveway access.
AP 071-140-064	Giorgi	PTR requested for this out of scope parcel; evaluation support regarding Caltrans denial of access requirement.
AP 071-190-034	Kellogg Ave LLC	New TCE required for retaining wall construction; this parcel was not in the original contract scope of work. Assume TCE without an appraisal.

AP 071-190-035	SYCAL Properties	Right of Entry for Driveway conform added/required
AP 071-170-061	Himelsein	Right of Entry for Driveway conform added/required
AP 071-170-062	See Family Trust	Right of Entry for Driveway conform added/required
AP 071-170-063	Antonucci	Right of Entry for Driveway conform added/required
AP 071-170-064	Antonucci	Right of Entry for Driveway conform added/required
AP 071-140-068	Catalina Barber	Right of Entry for Driveway conform added/required
AP 071-140-056	Bottiani	Right of Entry for Driveway conform added/required

TASK 14: RIGHT OF WAY ACQUISITION

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

a Relocation Plan in advance of making the property purchase offers and triggering relocation eligibility. Consultant shall draft any required Right of Way Certification.

Following is the list of parcels included in this proposal:

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

14.1 <u>AMENDMENT 3 SCOPE</u>. The original scope of services is amended to provide:

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

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

Acquisition for the parcels listed under Task 13.2 above.

14.2 <u>AMENDMENT 4 SCOPE</u>. The original scope of services is amended to provide:

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

TASK 15: UTILITY COORDINATION

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

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

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

- Utility Base Map: Prepare a utility base map to be used in conjunction with the topographic base map. Essentially, this base map documents the best available utility location information such as: USA markings; interpretation of as-built record drawings and utility atlas sheets; and pothole information.
- Utility Matrix: Prepare a utility matrix to organize and document in one location all the utility coordination activities including: owner; contact name, telephone and facsimile numbers; mailing and physical addresses; email addresses; dates and methods of communication; description of effected utility; method of conflict resolution, if any; status of relocation plans, if any; etc.

  This matrix is provided to the City and utility owners to provide a transparent understanding of all the utility locations, conflicts and issues to all potentially affected stakeholders. For example, often cable TV and telephone facilities are carried on electric poles. Using the matrix, the cable TV/telephone representatives can get a clear understanding of the project impacts to poles which they are on, but over which they have little to no control over.
- Utility Letter A (Verification) Package: Letter, matrix and associated plans that outline the proposed design and right-of-way, and existing utilities as mapped in the field. This letter puts the utility owner on notice that the City is intending to construct a project that may affect their facilities.
- As-Built Record Drawings: A primary function of the Utility Letter A is to gather and incorporate into the utility base mapping any utility owner record drawings or other pertinent information.

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

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

- Potholing: Obtaining positive location information of underground utilities that may be in conflict with the proposed project improvements, and all high-risk utilities within the project limits. The potholes will be surveyed and added to the project topo maps. Since the exact number of potholes cannot be determined in advance, consultant has assumed approximately two full days of potholing activity will be needed.
- Utility Letter B (Request for Relocation Plans) Package: Letter, updated matrix and associated plans that identify potential utility conflicts and

approximate relocation schedules. This is a formal coordination letter that identifies the relocation work and schedule required to complete the relocations. Packages shall be sent to all utility owners within the project limits – regardless of potential conflict or not – in order to provide transparency of all utility coordination.

- Relocation Parameters: Provide utility relocation parameters for utility owner relocations plans.

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

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

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

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

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

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

now), along with intensive coordination to accomplish the staged construction on Hollister Avenue.

TASK 16: MITIGATION MONITORING PLAN

PERMIT CONDITONS SUMMARY TABLE AND PS&E INTEGRATION

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

> "The local agency shall develop a list of all mitigation as related to NEPA and provide it along with the technical reports and draft environmental document to the DLAE.
>
> The local agency shall certify that all required mitigation has been completed and/or is included in the Final Plans, Specifications and Estimate (PS&E), and that any required ongoing maintenance of mitigation is implemented (23 CFR Parts 635,771, and 772)."

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

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

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

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

The Mitigation Plan shall comprise a biological mitigation and monitoring plan that incorporates all of the biological conditions related to construction of the project, including the "compensatory mitigation plan" required to obtain a section 404 permit from the COE. The plan shall include protection and replacement of habitats, streams, and wetlands, and measures for the protection of sensitive plants and animals, as

described in the EIR. The compensatory mitigation plan shall include site selection information, a mitigation work plan and maintenance plan, performance standards and monitoring requirements, and long-term and adaptive management plans. The Mitigation Plan shall include the following components as identified and described in further detail in the EIR:

- Protection and replacement of riparian habitat
- Native tree inventory and protection plan
- Wetland habitat restoration
- Pre-construction floristic surveys and compensation
- Plant restoration
- Construction restrictions for riparian birds and raptors
- Construction zone housekeeping
- Maintenance restrictions
- Avoid/minimize impacts to least Bell's vireo

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

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

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

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

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

- Native cover must be 70 percent after three years and retain 70 percent coverage by the end of the 5-year monitoring and maintenance period.
- Non-native invasive plants, excluding non-native grasses, must remain below 10 percent of total vegetation cover at all times.
- Vegetation must survive without supplemental irrigation for at least 2 years.
- No single species shall constitute more than 50 percent of the vegetative cover.

- Replacement plants shall be monitored for a minimum of 3 years to ensure successful establishment.
- The draft Mitigation Plan will be submitted electronically for review and approval by the resource agencies and Goleta.

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

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

LIST OF DELIVERABLES

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

TASK 17: PROVIDE BIDDING AND CONSTRUCTION SUPPORT

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

CITY OF GOLETA RESPONSIBILITIES

- Provide basic criteria for project design, record drawings, and preprinted portions of the specifications.
- Provide copies of available pertinent City records, such as survey ties, benchmarks, road plans, and record maps the City knowingly has in its possession.
- Print and distribute final bid documents, unless requested as an additional service.
- Mediate with land owners for access to and provisions for consultant to enter upon private and public lands.
- Provide all other required services that cannot, by law, be performed by consultant.
- Provide contract administration and inspection during construction.
- Be responsible for all communication with the Caltrans' District Local Assistance Engineer for grant funding and cost reimbursement.
- The City's Director of Public Works or designee shall serve as Contract Administrator for the project.

CITY OF GOLETA
CALIFORNIA
OCT 26 2016
RECEIVED

AMENDMENT No. 5
TO PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DRAKE HAGLAN & ASSOCIATES, INC.

This Amendment No. 5 ("Amendment") to a Professional Design Services Agreement is made this 18th day of October, 2016 between the **CITY OF GOLETA** ("City") and **DRAKE HAGLAN & ASSOCIATES, INC**. ("Consultant") dated August 7, 2012 ("Agreement").

RECITALS

WHEREAS, the Agreement between the City and Consultant currently provides in Section 3 Subsection (h) for total compensation amount not to exceed two million, eight hundred forty-four thousand and five hundred ninety-three dollars ($2,844,593); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of seven hundred seventy-five thousand and fifty-nine dollars ($775,059); and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 30, 2017; and

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

WHEREAS, the Agreement between City and Consultant currently provides in Section 8 for the Personal Services/No Assignment/Subcontractor of the Agreement; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional subcontractors of the Agreement; and

WHEREAS, the Agreement between the City and Consultant currently provides in Exhibit A-3 entitled "Scope of Work" the work to be completed by Consultant; and

WHEREAS, the parties desire to amend Exhibit A-3 to include the additional task of permitting, environmental and project management services; and

WHEREAS, the Agreement between City and Consultant currently provides in Exhibit B-1 entitled "Contract Summary" the hour rates for Consultant; and

WHEREAS, the parties desire to amend Exhibit B-1 of the Agreement to identify a new subconsultant that was omitted from the current rate sheet; and

WHEREAS, the Agreement between City and Consultant currently provides in Exhibit C-1 entitled "Local Agency Consultant DBE Information" the award DBE information and supplier clearinghouse certificate of eligibility; and

WHEREAS, the parties desire to amend Exhibit C-1 of the Agreement to reflect the amended amount of the contract that the subconsultant has been awarded; and

WHEREAS, the City Council, on this 18th day of October, 2016, approved this Contract Amendment No. 5 and authorized the City Manager to execute this Contract Amendment per the Goleta Municipal Code Section 3.05.240.

AMENDED TERMS

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

1. **Section 3 Subsection (h). COMPENSATION AND PAYMENT** of the Agreement is amended to increase the not to exceed by $775,059 and to read in its entirety:

   h) The total amount payable by the CITY including the fixed fee shall not exceed $3,619,652.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional two years to read in its entirety.

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

   CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by paragraph 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed according to the scope of services attached as Exhibit A-5.

3. **Section 8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR** of the Agreement is amended to read in its entirety as:

This AGREEMENT is for professional services which are personal to CITY. Craig Drake is the CONSULTANT Project Manager and is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. There shall be no change in the CONSULTANT'S Project Manager or members of the project team, as listed in the Statement of Qualifications which is incorporated into this contract by reference. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. The

following portions of the work will be subcontracted out to other parties by CONSULTANT:

- MNS Engineers
- Reid Middleton, Inc.
- David R. Black & Associates
- Kittleson & Associates. Inc.
- AECOM (URS) Inc.
- Fugro Consultants, Inc.
- GEOCON Consultants, Inc.
- Hamner, Jewell & Associates
- Y&C Transportation Consultants, Inc.

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

The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the CITY's Project Manager, except that, which is expressly identified in the approved Exhibit "A."

Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors. Any substitution of subconsultants must be approved in writing by the CITY's Project Manager

4. **Exhibit A-3. Scope of Work** of the Agreement is amended to delete and replace in its entirety:

   Exhibit A-3 "Scope of Work" with **Exhibit A-5 "Scope of Work"** attached hereto and incorporated herein.

5. **Exhibit B-1. Contract Summary** of the Agreement is amended to delete and replace in its entirety:

   Exhibit B-1 "Contract Summary" with **Exhibit B-5 "Contract Summary"** attached hereto and incorporated herein.

6. **Exhibit C-1. Local Agency Consultant DBE Information** of the Agreement is amended to delete and replace in its entirety:

Exhibit C-1 "Local Agency Consultant DBE Information" with **Exhibit C-5 "Local Agency Consultant DBE Information"** attached hereto and incorporated herein.

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

In witness whereof, this Amendment No. 5 has been executed by the parties effective on the date and year first written above.

CITY OF GOLETA

Michelle Greene, City Manager

CONSULTANT

Dennis Haglan, President

ATTEST:

Deborah Lopez, City Clerk

Craig Drake, CFO

APPROVED AS TO FORM:

Tim W. Giles, City Attorney

Exhibit A-5
Scope of Work

TASK 1: MANAGEMENT

1.1 PROJECT MANAGEMENT

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

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

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

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

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

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

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

1.3 AMENDMENT 3 SCOPE - PROJECT TIME EXTENSIONS AND RESULTING PROJECT MANAGEMENT TIME. The existing scope is modified to include the additional project management time required for the oversight and day-to-day management of the project team. The additional work is primarily due to an extended project delivery schedule of over one year.

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

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

LIST OF DELIVERABLES:

- ✓ Prepare Monthly progress reports with action item log and schedule update
- ✓ Up to 4 Meeting Agendas and Notes for meetings held at City office
- ✓ Bi-weekly PDT Phone Conferences Agendas and Notes
- ✓ Project ftp site instructions & QC checklists with milestone submittals

TASK 2: SURVEYING

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

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

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

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

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

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

2.1.6 Prepare new base map for design.

2.1.7 Locate geotechnical borings on base map.

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

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

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

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

TASK 3: MATERIALS AND FOUNDATIONS REPORTS

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

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

A location map showing proposed boring locations will be prepared, and the boring locations shall be marked in the field and underground service alert will be contacted. Proposed boring locations shall be checked against utility maps prior to marking in the field. Consultant shall obtain a permit from the City and Caltrans for field work that will be performed in the roadway.

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

Location	Field Exploration	Purpose
General Roadway	10 Borings to 10 feet	R-value samples, pavement design and culverts
Old San Jose Creek Bridges at Fowler Road	2 borings to 75 feet 2 CPT Soundings to 75	Liquefaction, settlement and foundation analyses for

and Ekwill Street	feet	bridge foundations
SB Off ramp Retaining Wall	2 borings to 75 feet ±5 CPT Soundings to 75 feet	Liquefaction, settlement and foundation analyses for retaining wall foundations and back slope area

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

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

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

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

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

- Slope inclinations for the design of cut and embankment slopes;
- Cuts and excavations associated with earthwork for the roadway approaches;
- Embankments including suitability of excavated materials for use as fill, moisture control, erosion control and drainage considerations, expansive soils, estimated settlement and special treatments to reduce settlement, if needed;
- Corrosion considerations for culverts and buried concrete structures (cement factors, pipe thickness, and need for coatings);
- Earthwork factors for onsite materials that are excavated and replaced as compacted fill;

- Structural sections for asphalt concrete pavements based traffic indices provided to us;
- Site geology, faulting and seismicity;
- Seismic design criteria for use with Caltrans design methods;
- Corrosion considerations for design of subsurface structures (minimum cement factors estimated in accordance with Caltrans guidelines);
- Suitable foundation types for the conditions encountered (such as spread footings, driven concrete or steel piles, CISS, or CIDH piles);
- Specified tip elevation, settlement, and size for suitable deep foundation types and class of pile loading considered (up to 2 pile types can be considered);
- Lateral capacity of single pile foundations for free-head and fixed-head conditions based on p-y analysis;
- Pile spacing and group reduction factors for vertical and lateral loads;
- Lateral earth pressures, spring constants, and passive pressure resistance for abutment design;
- Special considerations for approach fill settlements: allowable slope inclinations, waiting periods, and need for monitoring; and
- Construction considerations: need for dewatering, pile driving, CIDH pile construction, adjacent structures, temporary excavations, and shoring.

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

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

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

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

- Summary of subsurface soil and groundwater conditions along the proposed soil nailed wall alignment;
- Evaluation of geological hazards consisting of faulting and ground rupture potential, strong ground shaking and peak horizontal ground acceleration for liquefaction potential, seismic settlement, and a qualitative evaluation of lateral spreading hazards;
- Development of an ARS curve in accordance with Caltrans seismic design

criteria;

- Development of up to 4 subsurface cross sections considered representative of changing wall heights and/or subsurface conditions;
- Evaluations of those representative cross sections with soil nailed reinforcement to achieve static and seismic slope stability;
- Recommendations for soil nail size, lengths and spacing required to support the vertical wall;
- Coordination with the design team to develop construction plans and details for the soil nailed wall;
- Discussion of corrosion potential and construction considerations; and
- Preparation of submittals with structure design calculation supporting the recommendations and independent design check calculations in accordance with Caltrans procedures.
- Preparation of a standalone Draft and Final Geotechnical Design Report for the proposed soil nailed wall at the southbound off-ramp of SR 217 at Hollister Avenue.

LIST OF DELIVERABLES

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

TASK 4: DRAINAGE REPORT

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

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

- City of Goleta: City of Goleta storm water management plan and storm water pollution prevention guidelines will be used to develop the analysis and report.
- City of Santa Barbara: Portions of the work along Fairview Avenue and the Fowler Road roundabout are within City of Santa Barbara purview and require using City of Santa Barbara storm water management program standards and

methodology. Storm water issues in these areas will need to be permitted through the City of Santa Barbara.

- County of Santa Barbara: Small portions of the Fowler Road roundabout and the northbound SR217 off ramp at Hollister Avenue may impact County of Santa Barbara jurisdiction. If this is indeed the case, storm water issues in these areas may need to be addressed in accordance with the County of Santa Barbara storm water management program.
- Caltrans: The SR217 off/on ramps at Hollister Avenue are also under Caltrans jurisdiction. Caltrans standards and methodology will be used for this area.

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

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

- Design Recommendations & Review: Consultant shall provide drainage recommendations to the roadway engineers and will review the drainage plans for compatibility and conformance to the drainage report and the drainage needs.
- Permitting: Consultant shall prepare storm water permit applications and shepherd them through the various local agency processes.
- Water Pollution Control Plans: Consultant shall prepare water pollution control plan and specifications for contract documentation plan set.

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

TASK 5: AERIAL DEPOPSITED LEAD STUDY

5.1 AERIALLY DEPOSITED LEAD TESTING. This task provides for testing for aerially deposited lead within Caltrans right of way. Geocon shall perform the sampling and testing under the direction of consultant. Geocon shall perform the following tasks:

- Prepare Health and Safety Plan.
- Prepare a workplan for Caltrans approval.
- Field Activities:

- Advance up to 24 hand-auger borings at proposed ramp modification location
- Collect four soil samples per boring at depths of 0, 0.5, 1, and 2 ft (total 96 samples)

- Laboratory Analyses:
  - 80 soil samples for Total Lead
  - 16 soil samples for CAM17 Metals
  - Up to 45 soil samples for Soluble (WET, DI-WET, or TCLP) Lead

LIST OF DELIVERABLES

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

TASK 6: PERMITTING

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

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

PERMIT 1 **COE SECTION 404 PERMIT**

PERMIT 2 **SECTION 7 CONSULTATION (FHWA)**

PERMIT 3 **CCRWQCB SECTION 401 CERTIFICATION PERMIT**

PERMIT 4 **CDFG SECTION 1602 PERMIT**

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

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

PERMIT 1 AND PERMIT 2

SECTION 404 PERMIT. Authorization under Section 404 of the Clean Water Act (CWA) is required for activities involving a discharge of fill material into Waters of the U.S., and is administered by the COE. Because the project's impact to waters is

minimal, streamlined authorization under Nationwide Permit (NWP) 14, which authorizes discharges for linear transportation projects, will be appropriate.

PERMIT 3

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

PERMIT 4

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

TASKS FOR PERMITS 1 - 4

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

6.1.2 PREPARE COMPENSATORY MITIGATION PLAN. A Compensatory Mitigation Plan is required to accompany all Section 404 permit applications. To reduce redundancy and simplify the implementation phase of the project, URS shall integrate the Compensatory Mitigation Plan into the biological mitigation plan required by EIR Mitigation Measure NA-1.

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

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

6.1.4 RESPONSES TO AGENCY COMMENTS. The COE, CDFG and/or the CCRWQCB may comment on the permit applications. For example, they may want to refine or modify measures in the project's Mitigation Plan. Under the direction of CONSULTANT, URS shall review all comments, coordinate with the City and CONSULTANT, and provide responses as directed.

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

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

LIST OF DELIVERABLES, PERMITS 1 - 4

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

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

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

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

6.1.6 ATTEND A SITE VISIT WITH CCC STAFF AND PROJECT BIOLOGISTS. The team lead biologist(s) shall attend a meeting with the City and CCC staff to present the adequacy

of proposed mitigation measures, including mitigation ratios. The team biologist shall note feedback on impacts and mitigation measures, identify outstanding concerns and recommendations, and verify what the City wants to include in the CDP application. Consultant shall provide the City with the NES and Addendum, including the most current color set of relevant maps and figures, for transmittal to the CCC staff.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LIST OF DELIVERABLES – PERMIT 5

Consultant shall prepare:

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

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

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

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

Santa Barbara's CDP application process shall include:

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

The DART application shall include the following applicable components:

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

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

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

TASKS ASSOCIATED WITH PERMIT 6

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

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

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

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

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

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

6.1.17 ARCHAEOLOGICAL STUDY ON AIRPORT PROPERTY (OPTIONAL TASK). The *Master Archaeological Resources Assessment for the Santa Barbara Municipal Airport* (2010) requires subsurface archaeological survey along the western portion of the Fowler Road Extension for any areas subject to deep construction impacts (>24-inches below ground surface). No archaeological investigation will be required if the project impacts are restricted to the upper 24-inches of the soil column.

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

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

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

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

LIST OF DELIVERABLES – PERMIT 6

- A summary of the project description, impacts on Airport property, and mitigation measures
- Master Application technical information
- CDP Application technical information
- Technical information memorandum for the Development Application Review Team (DART) Submittal Packet
- A CD or hard copy of all relevant technical studies (Final EIR, NES, Etc.)
- Written evaluation of recommended conditions of approval contained in the City of Santa Barbara's PRT staff report
- Phase 1 Subsurface Archaeological Survey Letter Report

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

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

LIST OF DELIVERABLES - PERMIT 7

- Technical memorandum

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

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

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

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

TASK 7: CITY OF SANTA BARBARA COORDINATION

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

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

TASK 8: 35% PS&E

8.1 CONCEPTUAL DESIGN. The conceptual design phase shall include approximately 35% complete design plans with typical sections. The plans will show the preliminary layout of roundabouts, proposed turn lanes, locations of utility poles, utility boxes, drainage culverts, etc. Proposed right-of-way acquisitions will be identified based on the need to

accommodate additional traffic lanes and roadway widening, cut and fill slopes, utility relocations, retaining walls, precast arch culverts with natural bottoms, etc.

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

At the conclusion of the 35% design phase, the consultant shall provide CAD files showing the required configuration of Hollister Avenue over San Jose Creek to the City's consultant responsible for the design of the replacement bridge, eliminating the need for a separate bike/pedestrian bridge upstream of the existing structure.

Consultant shall perform testing, calculations, and analysis necessary to achieve project goals according to City, Caltrans, and industry standards.

8.2 PREPARE CONCEPTUAL PLANS. The consultant shall produce conceptual plans at 1" = 20' scale. Additional information to be indicated at this stage will include the base map data from field survey and records research, facility sizes, roadway dimensions, and rights-of-way, and presenting plan, elevation and section views of the proposed improvements along with all existing facilities.

8.3 PRELIMNARY COST ESTIMATE. Consultant shall prepare an initial construction cost estimate based on all anticipated construction items and estimated quantities from the general plan facility dimensions. Consultant shall revise and resubmit preliminary cost estimates as the project progresses at the 65%, 95% and Final stages.

8.4 SUBMIT 35% PLANS. Consultant shall perform quality control on all submittals.

LIST OF DELIVERABLES

- See below

TASK 9: 65% PS&E

9.1 ROADWAY IMPROVEMENT PLANS. The design shall conform to requirements of the City of Goleta and the Caltrans LAPM.

The roadway improvement plans and striping and signing plan shall also be in accordance with the current Caltrans Standards and City of Goleta standard plans or standards approved by the City of Goleta Director of Public Works. Existing utilities shall be indicated in the plan view. These plans will be prepared at 1"=20' scale, on 24" x 36" improvement plan sheets, and will consist of:

- Detail/Typical Cross Section Sheets - include typical sections and other details as required.
- Roadway Improvement Plans - includes plans for the proposed roadway widening and associated improvements. Plans shall provide for roadway

improvements in accordance with the City's recommendations. The roadway improvement plan shall consist of a plan and profile format that will also indicate the grading requirements in the plan. The construction drawings shall include all drainage and roadway structural details, slope revetment or lining, and design cross sections.

- Any new striping is to extend a minimum of 100 feet beyond the construction limits.
- Cross Sections - includes roadway cross sections based on the previously prepared field survey at 50-foot intervals showing the proposed roadway widening improvements. Cross sections are considered necessary to properly design the improvements and to establish the earthwork volumes and extent of construction or reconstruction beyond the existing right-of-way lines onto private property, where and if necessary. The cross sections and cut and fill quantities will be computer generated and will be included with the bid set.
- Special layout and construction details as required.
- Temporary traffic control and construction staging plans.
- Driveway profiles where work will extend beyond the public right-of-way limits. The profile shall be extended as required for a transition to the existing driveway.
- Retaining walls and precast arch culverts with natural bottoms.
- The Plans, Specifications, and Estimate must be prepared in accordance with Caltrans current CADD Users Manual, Plans Preparation Manual, and Caltrans practices, as well as conform to the City of Goleta's standards and practices.

9.2 AMENDMENT 3 SCOPE. The existing scope is modified to include the additional work for alternatives analysis resulting from the Coastal Development process and optimization of the roundabout designs that greatly improve the operational characteristics of the project. Other redesign work is necessitated by the decision to replace the Hollister Avenue Bridge, which provides an opportunity to greatly improve the roadway geometry on Hollister Avenue.

9.3 AMENDMENT 4 SCOPE. The existing scope is modified to include the additional work for the Caltrans directed realignment and related redesign of the soil-nail retaining wall required at the southbound off-ramp of SR 217. Additional work is also required for design assessments related to the FAA recommendations regarding the Fowler Road encroachment into the Runway Protection Zone of the Santa Barbara Airport.

LIST OF DELIVERABLES

- See below

TASK 10: 95% PS&E

10.1 UPDATE ROADWAY PLANS. A submittal of 95% PS&E shall be made to the City. The submittal shall include the plans, specifications and estimate. Five sets of 11x 17 plans with a set of special provisions and the Engineer's Estimate prepared for the 35% submittal shall be reviewed and updated as necessary. Consultant shall perform an independent QA/QC review of the 95% plans, specifications and estimate and incorporate appropriate revisions prior to submittal to the City. Specifications will be prepared in Microsoft Word and the estimate will be prepared in Microsoft Excel.

LIST OF DELIVERABLES

- Five (5) sets of the 95% Plans on 11" x 17"
- Five (5) hard copies of the special provisions
- One (1) electronic copy of the special provisions in Microsoft word format
- Five (5) hard copies of the updated combined "estimate of probable costs"
- One (1) electronic copy of the "estimate of probably costs" in excel format

Hollister Avenue/SR-217 Interchange Modifications,
Ekwill Street & Fowler Road Extensions
List of Anticipated Plan Sheets

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
T	1	Title Sheet	X	X	X	X
G	1	General Notes		X	X	X
CC	3	Construction Control plan		X	X	X
XS	1	Ekwill Street typical sections	X	X	X	X
	1	Kellogg Ave typical sections	X	X	X	X
	2	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps typical sections	X	X	X	X
	1	Fowler Road/Fairview Avenue typical sections	X	X	X	X
L	5	Ekwill Street roadway layout	X	X	X	X
	1	Pine Ave roadway layout	X	X	X	X
	1	Kellogg Avenue roadway layout	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway layout	X	X	X	X
	4	Fowler Road/Fairview Avenue roadway layout	X	X	X	X
P	5	Ekwill Street roadway profile	X	X	X	X
	1	Pine Ave roadway profile	X	X	X	X
	1	Kellogg Avenue roadway profile	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps roadway profile	X	X	X	X
	4	Fowler Road/Fairview Avenue roadway profile	X	X	X	X
CD	3	ADA ramps, misc.		X	X	X

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
	5	Roundabout layout/grading		X	X	X
D	5	Ekwill Street drainage plan		X	X	X
	1	Kellogg Avenue drainage plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps drainage plan		X	X	X
	4	Fowler Road/Fairview Avenue drainage plan		X	X	X
Code	Quant	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
D	2	Old San Jose Creek culverts (assumed precast arches)		X	X	X
	6	Drainage profiles		X	X	X
	2	Drainage details		X	X	X
	4	Drainage quantities		X	X	X
WPC	5	Ekwill Street water pollution control plan		X	X	X
	1	Kellogg Avenue water pollution control plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps water pollution control plan		X	X	X
	4	Fowler Road/Fairview Avenue water pollution control plan		X	X	X
	2	Water Pollution Control details		X	X	X
	4	Water Pollution Control quantities		X	X	X
U	5	Ekwill Street utility plan	X	X	X	X
	1	Kellogg Avenue utility plan	X	X	X	X
	4	Fowler Road utility plan	X	X	X	X
	8	Hollister Avenue utility plan	X	X	X	X
SC	3	Ekwill Street RBA staging	X	X	X	X
	4	Hollister Ave RBA staging	X	X	X	X
	3	Fowler Road RBA staging	X	X	X	X
TH	4	Ekwill RBA traffic handling		X	X	X
	1	Kellogg Ave traffic handling		X	X	X
	12	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps traffic handling		X	X	X
	4	Fowler Road traffic Handling		X	X	X
PD/S	5	Ekwill pavement delineation & sign plan		X	X	X
	1	Kellogg pavement delineation & sign plan		X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps pavement delineation & sign plan		X	X	X
	4	Fowler Road/Fairview Avenue pavement delineation & sign plan		X	X	X

Code	Qty	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
	2	Pavement delineation & sign details		X	X	X
	4	Pavement delineation & sign quantities		X	X	X
PP/IP	5	Ekwill landscaping and irrigation plan	X	X	X	X
	1	Kellogg landscaping and irrigation plan	X	X	X	X
	8	Hollister Avenue/Dearborn Place/Ward Ave/SR-217 Ramps landscaping and irrigation plan	X	X	X	X
	4	Fowler Road/Fairview Avenue landscaping and irrigation plan	X	X	X	X
	2	Landscaping and irrigation details		X	X	X
Code	Quant	Description	35% Submittal	65% Submittal	95% Submittal	Final Submittal
PP/IP	4	Landscaping and irrigation quantities		X	X	X
E	2	Hollister/Kellogg Traffic Signal Mod		X	X	X
	3	Street lighting plan and details		X	X	X
S	2	Pre-Cast Culvert Foundation Plans		X	X	X
	4	Retaining Wall Plans		X	X	X
	220	**TOTAL**				

10.2 AMENDMENT 3 SCOPE. The extra work in this phase is a continuation of the work resulting from the same issues in Task 9.1 for that portion of the work that had been advanced past the 65% level.

10.3 <u>AMENDMENT 5 SCOPE</u>. The Fowler Road Extension Project was originally designed to extend out to Fairview Avenue on the west. Due external issues the City has directed DHA to reduce the project limits of Fowler Road to terminate at future Technology Drive. The project will follow the same horizontal alignment, with the addition of a knuckle at the Technology Drive intersection. The vertical profile design and roadway drainage design will need to be revised to best fit the new project layout. The revised drainage design will include re-grading the existing ditch out to Old San Jose Creek. This scope change will require revisions to the already well advanced 95% design for Fowler Road, including the modifications of many plan sheets specifications and estimate.

10.4: <u>AMENDMENT 5 SCOPE</u>. ADDITIONAL SUBMITTAL TO CALTRANS.

The project was originally scoped for three submittals to the City during Final Design: 65%, 95%, and a Final Submittal. The original scope included a 65% PS&E submittal for Caltrans Local Assistance review. Caltrans is now requiring a draft of the final submittal, i.e., a 100% PS&E Submittal. This new submittal will include Caltrans design

review of all three portions of the project: the Hollister Avenue/Route 217 Roundabouts, the Ekwill Street Extension, and the Fowler Road Extension.

TASK 11: FINAL CONTRACT PACKAGE

11.1 ENGINEERS ESTIMATE. Consultant shall prepare an accurate and reliable Engineer's Estimate to be included in the bid documents. Consultant shall provide a construction quantity and cost estimate with each submittal of plans. The unit costs will be based upon the most current cost information for recent similar projects in the area compiled by the consultant. Consultant's final construction cost estimate will be based upon, and in agreement with, the final items of work with estimated quantities.

11.2 FINAL PROJECT PLANS. The design deliverables will include, but not be limited to: Providing final improvement Plans on Mylar ready for advertising and bidding, along with "camera-ready" Specifications (including appendixes), and a complete Engineer's Estimate, all wet seal stamped and signed by a licensed California Civil Engineer. Final plans shall be submitted on Mylar sheets 24" x 36" in size, to a 1"=20' horizontal scale. The final plans and specifications shall be delivered to, and become the property of, the City of Goleta.

The design and scope of services shall also include: complete and detailed estimate of quantities; construction cost estimate; answers to all questions regarding the design during the design review process; review of the project site to ensure that the Plans are drawn correctly; and attendance at project related meetings.

11.3 CONSTRUCTION SCHEDULE. Consultant shall calculate the amount of liquidated damages and determine the length of time in working days for construction.

11.4 FINAL SPECIFICATIONS. The City will provide the consultant with its boilerplate Specifications and Technical Provisions in Microsoft Word format.

Consultant shall be responsible for compiling the Project Specifications which are to be based upon the latest Caltrans Standard Specifications and the latest Caltrans Standard Special Provisions shall be incorporated into the bid documents. Consultant shall provide a write up for the project specific scope of work in the Technical Specifications. The Specifications shall be signed and "wet sealed" by consultant's Civil Engineer registered in the State of California, which will constitute a certification that they are complete and ready for bidding purposes and awarding of a contract for construction of the improvements.

11.5 SUBMITTALS:

Consultant shall submit three (3) sets of bound copies of the design drawings, including cross-sections, with each submittal for checking by the City, along with the previous red lined submittal prints. The design drawings should be as complete, accurate, and error-free as possible before Plan checking is considered, in order to reduce the number of Plan checks required and related costs therefore to the City and Consultant. Each submittal is to include documentation of QC checks completed by consultant prior to submission for City review. Submittals shall be at the 35%, 65%, and 95% and Final design stages.

- Consultant shall submit three (3) sets of the contract specification documents with each submittal for checking by the City, along with the previous check prints. A disk in Microsoft Word format containing the final Contract Documents shall be submitted to the City.
- The design shall include new improvements within existing State right-of-way or right-of-way to be acquired by the Project that will become State-owned improvements upon final completion of the Project. Consultant's design shall therefore require the review and approval of Caltrans. This review process shall be in accordance with Caltrans procedures. Consultant shall prepare, submit, and coordinate with Caltrans all required PS&E documents through final approval of the design on behalf of the City. The City will review all PS&E documents prior to their submission to Caltrans.
- Prepare RE File and Materials Information Handbook.

TASK 12: RIGHT OF WAY ENGINEERING

12.1 Right of way engineering tasks shall be performed primarily by MNS Engineering under the direction of consultant. This task is to prepare the required maps, legal descriptions, deeds, sketches, and back up data to support the right of way acquisition effort. The RW Engineering shall be performed per the Caltrans RW Manual. A Record of Survey shall be prepared for each of the three project locations as soon as the alignments are finalized. These maps will show the new roadway alignments and serve not only as a way to retrace the corridors in the future, but also to make the legal description process much less tedious and time-consuming. The maps will also show all property monuments recovered in the retracement process allowing for the preservation of those locations.

12.1.1 Consultant shall prepare records of survey for each project location and file with the County Recorder. Monuments shall be set to facilitate recovery of the alignments and to serve as initial, local project control for construction.

12.1.2 Consultant shall determine the precise areas needed for permanent and temporary easements and for areas of interagency transfer. It is anticipated that approximately 33 permanent (private and interagency combined) fee or easements and 20 temporary construction easements (including 2 possible staging areas not yet defined) will be required.

12.1.3 Consultant shall prepare appraisal maps for each of the three project locations identifying the parcel number, owner, type of easement, size of easement and remainder size. Parcel numbers for State R/W changes will receive State-designated number. Parcel numbers for City of Goleta shall be assigned distinct numbers related to assessor's numbers, property addresses or other suitable system.

12.1.4 Consultant shall provide updates to the existing project Right of Way Needs spreadsheet to accompany the appraisal map for appraisal and acquisition agents.

12.1.5 Consultant shall prepare legal descriptions for each parcel to be acquired for temporary or permanent use.

12.1.6 Consultant shall prepare legal descriptions for existing easements to be quitclaimed to the City or State (if any).

12.1.7 Consultant shall prepare legal description and sketch for abandonment of Kellogg Place for use by the City in the abandonment and conveyance process.

12.1.8 Consultant shall prepare sketches for all non-state related acquisitions.

12.1.9 Consultant shall maintain separate parcel files for each acquisition containing information such as title reports, existing easements, descriptions of parcels to be acquired or relinquished, vesting deeds and basic parcel information.

12.1.10 Consultant shall coordinate with City of Goleta real property, City of Santa Barbara real property, Caltrans R/W, project engineer and appraisal and acquisition personnel and support them during the acquisition process.

12.1.11 Consultant shall prepare final R/W map for the Highway 217 corridor for filing by Caltrans.

12.2 Under the direction of consultant HJA shall obtain current updated preliminary title reports for the properties subject to acquisition.

12.3 **AMENDMENT 3 SCOPE**. Engineering for additional R/W work is needed:

The additional right of way work includes increasing the parcel requirements from an estimated 53 to an estimated 60 parcels. Several original parcels have been removed and replaced with right of entry permits, but still require the creation of the parcel legal descriptions. Several changes have been made to the alignments for Ekwill and Hollister, resulting in needs to change appraisal maps, legal descriptions, plats and closures and to conduct the QA/QC for each change.

Research and review of prior rights information provided by Goleta Water District to aid in the City's evaluation of GWD claims. Preparation of a Prior Rights Report

Additional survey work related to RW for staking proposed right of way limits for several parcels.

Prior Rights Research and correspondence, and underlying fee determination for portions of Kellogg Way and Kellogg Ave that may be included in property swap.

Coordination, meetings, changes and preparation of plats, legal descriptions, closures and review, signing and distribution for the additional parcels.

TASK 13: RIGHT OF WAY APPRAISALS

Consultant shall oversee and direct Hamner, Jewell & Associates (HJA) in the appraisal and acquisition of right of way for the project.

13.1 Under the direction of consultant, HJA shall obtain appraisals from a state licensed real estate appraiser, prepared in conformance with state laws and Caltrans guidelines, as required to set the basis of right of way purchase offers to private property owners by the City. All appraisals shall be submitted to the City for review and pre-approval prior

to purchase offer presentations. If project funding requires formal third party appraisal reviews, this proposal assumes Caltrans staff shall provide the required appraisal reviews. This scope does not include any appraisal of public lands held by City, County, County Flood Control, or State; it is assumed that appraisals will only be required for the acquisitions of private properties listed in Task 14.

13.2 AMENDMENT 3 SCOPE. The following parcels have been added since the original scope was prepared:

AP 071-130-062	Yardi/Torridan	This parcel was not on the original list but has been identified as requiring an acquisition. PTR and appraisal will be required. Entry coordination for project studies required.
AP 071-130-049	Goleta Business Park	This parcel was not on the contract list but has been identified as requiring an acquisition. PTR and appraisal are required.
AP 071-130-040	Towbes (TCP Pine)	PTR obtained for this parcel; access coordination for site studies performed. Additional permanent r/w acquisition sought. Appraisal may be required.
AP 071-140-053	Kunze	No PTR requested, TCE may be avoided however some coordination may be necessary in conjunction with driveway access.
AP 071-140-064	Giorgi	PTR requested for this out of scope parcel; evaluation support regarding Caltrans denial of access requirement.
AP 071-190-034	Kellogg Ave LLC	New TCE required for retaining wall construction; this parcel was not in the original contract scope of work. Assume TCE without an appraisal.
AP 071-190-035	SYCAL Properties	Right of Entry for Driveway conform added/required
AP 071-170-061	Himelsein	Right of Entry for Driveway conform added/required
AP 071-170-062	See Family Trust	Right of Entry for Driveway conform added/required
AP 071-170-063	Antonucci	Right of Entry for Driveway conform added/required
AP 071-170-064	Antonucci	Right of Entry for Driveway conform added/required

AP 071-140-068	Catalina Barber	Right of Entry for Driveway conform added/required
AP 071-140-056	Bottiani	Right of Entry for Driveway conform added/required

TASK 14: RIGHT OF WAY ACQUISITION

Under the direction of consultant HJA shall prepare offer packages based upon the appraisals, for presentation to each involved property owner. Offer packages shall include an offer letter, Appraisal Summary Statement, proposed Acquisition Agreement, and Deed. Consultant shall present these documents for City review and pre-approval prior to presenting offers to property owners. Concurrently consultant shall seek Caltrans review and approval of the appraisals, prior to proceeding with making the purchase offers. If requested by the City, consultant shall have the limits of right of way acquisition staked in the field with lath and flagging to assist in visualizing the limits of the right of way being acquired. After offer presentation, consultant shall handle all follow up negotiations in pursuit of mutually acceptable amicable purchase agreements with each owner to finalize the property purchases. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, consultant shall coordinate with City and, if appropriate, with the City Attorney's office in conjunction with any required Necessity Hearing scheduling. For those on which we reach final agreements, we would process all documents for necessary approvals and coordinate escrows, title insurance, and closings. This project shall also require a residential relocation. Consultant shall provide relocation assistance in conformance with the California Government Code and, if federal funding is involved, in accordance with the provisions of the federal Uniform Act. Relocation assistance shall include interviewing tenants, providing required noticing, conducting market surveys to set benefit levels and identify potential replacement sites, present the tenant with referrals to potential replacement housing options, provide moving bid coordination, claim preparation and processing, and payment distribution and payment receipt documentation. Consultant shall also prepare a Relocation Plan in advance of making the property purchase offers and triggering relocation eligibility. Consultant shall draft any required Right of Way Certification.

Following is the list of parcels included in this proposal:

Assessor's Parcel Number	Owner	Type of Acquisition
071-130-051, -006	Mauracher	Partial
071-170-080, -083, and -079	University Properties	Partial and Full
071-170-082	Winnikoff Trust	Partial
071-130-023	McPage Enterprises	Partial
071-151-011	McLeans Auto Body & Paint	Partial
071-140-067 and -068	Catalina Barber Corp	Full/Exchange
071-090-078	DLC Enterprises	Partial

Assessor's Parcel Number	Owner	Type of Acquisition
071-090-036	Newland	Partial (+ Relocation)
071-090-007	Islay Investments	Partial
071-140-046	Bottiani	Partial/ Exchange
071-330-009	Jurkowitz Trust	Partial

14.1 AMENDMENT 3 SCOPE. The original scope of services is amended to provide:

An independent fee reviewer to comply with Caltrans review appraisal requirements. (Original scope assumed Caltrans would provide this service).

Due to timeline differentials with obtaining environmental clearances and funding, the Newland and Bottiani parcels now have different appraisal and offer descriptions.

Acquisition for the parcels listed under Task 13.2 above.

14.2 AMENDMENT 4 SCOPE. The original scope of services is amended to provide:

- Additional effort related to unanticipated prolonged and complicated acquisition negotiations on several properties.
- Additional effort related to support services for the City's filing of a Resolution of Necessity for five parcels.
- Additional effort relayed to required revisions to existing appraisals for certain properties.

14.3 AMENDMENT 5 SCOPE. Due to the changes to the Fowler Road project, there is additional Right of Way work that must be completed. The new knuckle at the western end of Fowler Road at Technology Drive will require a small right of way acquisition as well as modifications to the Temporary Construction Easement at the same parcel. At this point in the project, the majority of the right of way work has been completed for the Fowler Road project, and escrow has closed for the Temporary Construction Easement. Additional work is therefore required to obtaining a Preliminary Title Report, Appraisal, and Acquisition. The additional effort includes work for subconsultant MNS for surveying to complete the appraisal map, and for subconsultant Hamner, Jewell & Associates to complete the appraisals and acquisition work.

TASK 15: UTILITY COORDINATION

Consultant shall provide utility coordination throughout the project in accordance with Chapter 13 of the Caltrans' Right of Way Manual as required. This task involves communicating the City's project to the utility owners within the project limits and working with them to complete their plans and relocations for those utilities that conflict with the proposed project. Anticipated work under this task is as follows:

15.1 VERIFY EXISTING UTILITIES: Collect available utility information and review the topographic base map in order to identify existing utilities. A utility base map shall be prepared and sent to utility owners for verification. Part of the verification process is to

obtain additional utility information from the owners such as as-built record drawings and atlas sheets, as well as determining the facility's function.

Finally, the utility base map is revised using the utility owner provided items and information our team has developed over the course of the task.

- Utility Base Map: Prepare a utility base map to be used in conjunction with the topographic base map. Essentially, this base map documents the best available utility location information such as: USA markings; interpretation of as-built record drawings and utility atlas sheets; and pothole information.
- Utility Matrix: Prepare a utility matrix to organize and document in one location all the utility coordination activities including: owner; contact name, telephone and facsimile numbers; mailing and physical addresses; email addresses; dates and methods of communication; description of effected utility; method of conflict resolution, if any; status of relocation plans, if any; etc.

  This matrix is provided to the City and utility owners to provide a transparent understanding of all the utility locations, conflicts and issues to all potentially affected stakeholders. For example, often cable TV and telephone facilities are carried on electric poles. Using the matrix, the cable TV/telephone representatives can get a clear understanding of the project impacts to poles which they are on, but over which they have little to no control over.
- Utility Letter A (Verification) Package: Letter, matrix and associated plans that outline the proposed design and right-of-way, and existing utilities as mapped in the field. This letter puts the utility owner on notice that the City is intending to construct a project that may affect their facilities.
- As-Built Record Drawings: A primary function of the Utility Letter A is to gather and incorporate into the utility base mapping any utility owner record drawings or other pertinent information.

15.2 POSITIVE IDENTIFICATION AND DETERMINATION OF LIABILITY: Prepare and execute a potholing plan to provide positive identification and location of utility facilities that may conflict with the project.

High-risk vs. low-risk utility facilities will also be identified.

- Potholing: Obtaining positive location information of underground utilities that may be in conflict with the proposed project improvements, and all high-risk utilities within the project limits. The potholes will be surveyed and added to the project topo maps. Since the exact number of potholes cannot be determined in advance, consultant has assumed approximately two full days of potholing activity will be needed.
- Utility Letter B (Request for Relocation Plans) Package: Letter, updated matrix and associated plans that identify potential utility conflicts and approximate relocation schedules. This is a formal coordination letter that identifies the relocation work and schedule required to complete the relocations. Packages shall be sent to all utility owners within the project limits

– regardless of potential conflict or not – in order to provide transparency of all utility coordination.

- Relocation Parameters: Provide utility relocation parameters for utility owner relocations plans.

15.3 COORDINATE RELOCATION: Coordinate any and all modifications, changes, or relocations of existing underground and/or overhead utilities with respective utility companies. Where feasible, every effort shall be made to complete any and all modifications, changes, or relocations of existing underground and/or overhead utilities prior to construction.

Should the utility companies or the City decide to underground existing overhead utilities as part of the relocation, or desire the installation of conduits for future undergrounding or expansion of their facilities, Consultant shall work with the respective utility companies to incorporate their design into the plan set and assist in the development of cost sharing between the utility companies and the City in the utility relocation agreements for the additional cost of trenching, conduits, vaults, etc. associated with the undergrounding. The design of any "dry" utilities (overhead or underground) is not a part of this scope of work.

This scope of work assumes that the City shall prepare any utility relocation agreements.

Schedules and progress reports for utility efforts shall be prepared. Plans and cost estimates provided by the utility companies shall be reviewed and recommendations shall be made.

- Field Meetings: Attend field meetings with utility owner representatives.
- Utility Specifications: Prepare special provisions relating to utility coordination during construction including timing and duration of construction windows for utility relocations performed by owner's forces.
- Utility Plans: Finalize utility plans for contract documentation plan set.
- Utility "C" Letter (Notice to Owner) Package: Letter, updated matrix and final project plans that show location and elevation of existing utility and the proposed utility relocations. This letter satisfies the requirements in regards to utility conflicts.
- RE Pending File: The last step of this task is to provide documentation of the utility coordination effort for the City and the RE Pending file. This will provide the City with

15.4 AMENDMENT 3 SCOPE. Expanded utility coordination due to the presence of several mainline trunk utilities that run along Hollister Avenue. Utility relocation efforts for these facilities are going to require additional potholing (20 original vs. 60 now), along with intensive coordination to accomplish the staged construction on Hollister Avenue.

15.5 AMENDMENT 5 SCOPE. The utility coordination process has proven to be much more extensive than originally scoped. The level of coordination and utility design for the Hollister Avenue/Route 217 Roundabouts has proved to be more extensive than originally scoped and requires extension additional coordination with the Hollister Avenue Bridge project, as well. Amendment 5 addresses the additional work by DHA to complete the utility coordination for the project.

Temporary traffic signal staging plans have expanded to four stages of construction with multiple signal head moves for each stage. Consequently, DHA will secure a new electrical subconsultant (Y&C) to prepare up to an additional 18 plan sheets to accommodate the various stages of construction for the signals and street lights.

TASK 16: MITIGATION MONITORING PLAN

PERMIT CONDITONS SUMMARY TABLE AND PS&E INTEGRATION

16.1 PREPARE SUMMARY TABLE. Once permitting conditions have been finalized Consultant shall compile the Permit Conditions Summary Table, which is comprised of a list of mitigation measures and conditions of approval identified during environmental review and the permitting process. This would comply with Caltrans' Local Assistance Procedures Manual that requires the following be submitted to the District Local Assistance Engineer (DLAE):

> "The local agency shall develop a list of all mitigation as related to NEPA and provide it along with the technical reports and draft environmental document to the DLAE.
>
> The local agency shall certify that all required mitigation has been completed and/or is included in the Final Plans, Specifications and Estimate (PS&E), and that any required ongoing maintenance of mitigation is implemented (23 CFR Parts 635,771, and 772)."

This task will satisfy the Environmental Commitments Record as described in Section 39 of the Caltrans Standard Environmental Reference.

16.2 INTEGRATE ENVIRONMENTAL INFORMATION WITH PS&E DEVELOPMENT. The PS&E specifications sheets and final bid package shall incorporate inputs from the permitting process. The task would involve:

- Integrate mitigation measures into the PS&E.
- Prepare the Permit Conditions Summary Table and specifications

16.3 MITIGATION PLAN. Consultant shall prepare a biological mitigation plan that fulfills all of the requirements of the City's EIR and provides the biological information needed to support the COE, CDFG, RWQCB, and CCC permit applications (as indicated in Task 6 Permitting). Integrate the compensatory mitigation plan into the biological mitigation and monitoring plan required by Mitigation Measure NA-1 in the EIR (herein referred to as the Mitigation Plan).

The Mitigation Plan shall comprise a biological mitigation and monitoring plan that incorporates all of the biological conditions related to construction of the project, including the "compensatory mitigation plan" required to obtain a section 404 permit from the COE. The plan shall include protection and replacement of habitats, streams, and wetlands, and measures for the protection of sensitive plants and animals, as described in the EIR. The compensatory mitigation plan shall include site selection information, a mitigation work plan and maintenance plan, performance standards and monitoring requirements, and long-term and adaptive management plans. The Mitigation Plan shall include the following components as identified and described in further detail in the EIR:

- Protection and replacement of riparian habitat
- Native tree inventory and protection plan
- Wetland habitat restoration
- Pre-construction floristic surveys and compensation
- Plant restoration
- Construction restrictions for riparian birds and raptors
- Construction zone housekeeping
- Maintenance restrictions
- Avoid/minimize impacts to least Bell's vireo

The following tasks shall be implemented in order to create the Mitigation Plan:

16.3.1 COMPENSATORY MITIGATION SITE SELECTION. Select specific sites for restoration, enhancement and/or creation required to complete the Mitigation Plan and obtain key permits. The City shall provide descriptions of potential available locations and acreage suitable for compensatory mitigation. Consultant shall make recommendations to the City regarding the locations for the compensatory mitigation site(s).

16.3.2 FIELD VISITS AND GROUND-TRUTH DATA. Conduct a field visit to verify biological resource information gathered during the preparation of the EIR is accurate and up to date. Map native trees for preparation of the native tree inventory and protection plan.

16.3.3 COORDINATE WITH LANDSCAPE ARCHITECT ON LANDSCAPE AND IRRIGATION PLANS AND SPECIFICATIONS. Provide a restoration biologist to provide input on landscape and irrigation plan drawings and specifications, including plant/seed layouts, palettes, and specifications.

16.3.4 PREPARE DRAFT MITIGATION MONITORING PLAN. Prepare a draft Mitigation Monitoring Plan. The Mitigation and Monitoring Plan will be coordinated with the project landscape plans. The restoration component of the mitigation plan shall include details

on restoration locations and habitat types, plant/seed source, plant layouts and palettes, plant and seed installation methods, irrigation methods, restoration schedule, a description of the 5-year maintenance and monitoring program methods, and include the following performance standards:

- Native cover must be 70 percent after three years and retain 70 percent coverage by the end of the 5-year monitoring and maintenance period.
- Non-native invasive plants, excluding non-native grasses, must remain below 10 percent of total vegetation cover at all times.
- Vegetation must survive without supplemental irrigation for at least 2 years.
- No single species shall constitute more than 50 percent of the vegetative cover.
- Replacement plants shall be monitored for a minimum of 3 years to ensure successful establishment.
- The draft Mitigation Plan will be submitted electronically for review and approval by the resource agencies and Goleta.

16.3.5 PREPARE FINAL MITIGATION PLAN. Revise the Mitigation Plan based on comments from agencies and Goleta, and prepare a final Mitigation Plan. Submit 10 copies of the final Mitigation Plan to the permitting agencies and Goleta on hard copies or CD as appropriate.

16.4 AMENDMENT 3 SCOPE. Identification of a potential mitigation site on the City of Santa Barbara Airport property along Hollister Avenue and preparation of a preliminary concept paper to facilitate Airport review and approval. Conduct all field surveys, mapping and conceptual plan preparation for the mitigation sites, including the site on the Airport property.

16.5 AMENDMENT 5 SCOPE. DHA and URS will prepare the final response to RWQCB comments as related to the Mitigation Plan. URS will amend the Mitigation Plan to reflect the revised project impacts related to the reduction in scope of Fowler Road. The revised Mitigation Plan measures will be incorporated into the PS&E and into a revised Permit Conditions Summary Sheet.

LIST OF DELIVERABLES

- Biological inputs for the landscape and irrigation plans
- Draft Mitigation Plan
- Final Mitigation Plan
- Draft Revised Mitigation Plan
- Final Revised Mitigation Plan

TASK 17: PROVIDE BIDDING AND CONSTRUCTION SUPPORT

17.1 Consultant shall interpret plans and specifications as required during the bidding process. Attend and participate in a pre-bid meeting with potential bidders. Consultant shall answer questions regarding the Technical Provisions and the design drawings during the bidding process.

This Amendment 5 request includes the time and effort for DHA to complete the extra submittal for Fowler Road and Hollister Avenue/Route 217, and for MNS to compete the extra submittal for Ekwill Street.

TASK 18: AMENDMENT 5 SCOPE. ADDITIONAL REPORTS TO CALTRANS.

The project was originally scoped for submittals to City based on preparing standard engineering reports needed for the project. Caltrans requires additional reports to be prepared over and above the original scope. Now that the Caltrans involvement has changed to include the entire project oversight, not just the portion in State right of way,

these reports need to be prepared and submitted to Caltrans in their specific format for every segment of the project. The new reports include Design Exceptions, Storm Water Data Reports, and the Traffic Management Plan. This amendment request includes the additional work for DHA to prepare and submit these reports for Caltrans review, including the subsequent report revisions and responses to Caltrans comments

CITY OF GOLETA RESPONSIBILITIES

- Provide basic criteria for project design, record drawings, and preprinted portions of the specifications.
- Provide copies of available pertinent City records, such as survey ties, benchmarks, road plans, and record maps the City knowingly has in its possession.
- Print and distribute final bid documents, unless requested as an additional service.
- Mediate with land owners for access to and provisions for consultant to enter upon private and public lands.
- Provide all other required services that cannot, by law, be performed by consultant.
- Provide contract administration and inspection during construction.
- Be responsible for all communication with the Caltrans' District Local Assistance Engineer for grant funding and cost reimbursement.
- The City's Director of Public Works or designee shall serve as Contract Administrator for the project.

Exhibit B-5
Contract Summary

City of Goleta
Ekwill Street and Fowler Road Extensions Project

DRAKE HAGLAN AND ASSOCIATES
CONTRACT SUMMARY - AMENDMENT 5

CONTRACT No.
CONSULTANT: Drake Haglan and Associates

CONSULTANT COST PROPOSAL

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Craig Drake	Principal Engineer	80	$ 101.55	$8,124.00
Dave Melis	Senior Engr. Range D	256	$ 70.25	$17,984.00
Jose Silva	Senior Engr. Range D	152	$ 85.90	$13,056.80
Melissa McConnell	Engr. Range C	558	$ 52.50	$29,295.00
Amber Castle Keane	Engr. Range A	496	$ 42.25	$20,956.00
Anthony Boyes	Engr. Range A	592	$ 42.00	$24,864.00
Ashley Satow	Asst. Engr Range A	400	$ 29.00	$11,600.00
Stephanie Morales	CAD Designer	380	$ 33.00	$12,540.00
Matt Burgard	Engr. Range C	234	$ 53.25	$12,460.50
Keith Dresbach	CAD Manager	172	$ 46.20	$7,946.40
Theresa Bautista	Admin.	84	$ 35.00	$2,940.00
		3,404	Total Hours	
			Subtotal Direct Labor Costs	$161,766.70
			Anticipated Salary Increases	$5,619.20
			TOTAL - DIRECT LABOR	**$167,385.90**

INDIRECT COSTS

	Rate	Amount	
Overhead	99.10%	$165,879.43	
Fringe Benefit	51.00%	$85,366.81	
General & Administrative	0.00%	$0.00	
	150.10%		
	TOTAL - INDIRECT COSTS	**$251,246.24**	$468,868.00

FEE	(12.00%)	**TOTAL - FEE**	**$50,235.86**	

OTHER DIRECT COSTS

Travel Costs	$ 3,989.00	
Reproduction	$ 450.00	
Overnight Deliveries	$ 250.00	
Equipment Rental and Supplies	$ -	
Potholing	$ -	
Appraisals	$ -	
Drilling	$ -	
Permit Fees	$ -	
		$4,689.00
TOTAL - OTHER DIRECT COSTS	**$4,689.00**	

TOTAL DHA COST **$473,557.00**

SUBCONSULTANTS

MNS:	$ 34,318.00
Reid Middleton:	$ -
David Black & Associates:	$ -
Kittelson:	$ -
AECOM (URS):	$ 178,184.00
Fugro:	$ -
Geocon:	$ -
Hamner-Jewell:	$ 9,000.00
Y&C Transportation Consultants	$ 80,000.00
TOTAL SUBCONSULTANT COST	**$301,502.00**
TOTAL AMENDMENT 5	**$775,059.00**

City of Goleta
Ekwill Street and Fowler Road Extensions Project

DRAKE HAGLAN AND ASSOCIATES
CONTRACT SUMMARY

CONTRACT No. _____ **CONSULTANT COST PROPOSAL**
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Craig Drake	Principal Engineer	318	$ 80.00	$25,440.00
Dennis Haglan	Principal Engineer	36	$ 86.00	$3,096.00
Kevin Ross	Principal Engineer	50	$ 76.50	$3,825.00
Howard Michael	Principal Engineer	44	$ 75.25	$3,311.00
Dave Melis	Senior Engineer, Range C	332	$ 60.10	$19,953.20
Jeff Elmensdorp	Senior Engineer, Range A	170	$ 50.00	$8,500.00
Matt Lampa	Engineer, Range B	696	$ 46.00	$32,016.00
Melissa Lincoln	Engineer, Range B	660	$ 43.00	$28,380.00
Anthony Boyes	Assistant Engineer, Range A	796	$ 26.44	$21,046.24
Alex Barba	CAD Draftsperson, Range B	139	$ 35.00	$4,865.00
Theresa Bautista	Administration, Range B	85	$ 30.00	$2,550.00
		3,326	Total Hours	
		Subtotal Direct Labor Costs		$152,982.44
		Anticipated Salary Increases		$6,126.12
			TOTAL - Direct Labor	$159,108.56

INDIRECT COSTS

	Rate	Total
Overhead	95.36%	$151,725.92
Fringe Benefit	49.40%	$78,599.63
General & Administrative	0.00%	$0.00
	144.76%	
	TOTAL - Indirect Costs	$230,325.55

FEE	(10.00%)	TOTAL - Fee	$38,943.41

OTHER DIRECT COSTS

			Total
Travel Costs (mileage)	Miles	4,000 @ $ 0.555	$ 2,220.00
Travel Costs (lodging)	Nights	15 @ $ 150.00	$ 2,250.00
Outside Photocopies	Each	840 @ $ 0.10	$ 84.00
Plan Reproduction	Full Size Sheets	180 @ $ 5.00	$ 900.00
Overnight Service	Each	10 @ $ 15.60	$ 156.00
Graphic Presentation Boards	Boards	12 @ $ 45.00	$ 540.00
		TOTAL - Other Direct Costs	$6,150.00
		TOTAL COST	$434,527.52

SUBCONSULTANTS

MNS Engineers	$ 415,015.00
Reid Middleton	$ 69,120.00
David Black & Associates	$ 42,825.00
Kittleson	$ 27,420.00
URS	$ 140,288.00
Fugro	$ 107,155.00
Geocon	$ 19,725.00
Hamner-Jewell	$ 140,898.00
Total Subconsultants Cost	$ 962,446.00
Total Contract	$1,396,974.00

MNS Engineers

Ekwill Street and Fowler Road Extensions Project Design Amendment No.5

Contract No. 05-4611U4 Project No. 0500000548

DIRECT LABOR

Classifications/Title	Name	Hours	Pay Rate	Total Direct Labor
Principal Engineer	Kowalewski	40	$90.00	$3,600.00
Principal Engineer	Ip	40	$75.00	$3,000.00
Project Engineer	TBD	22	$42.50	$935.00
Associate Engineer	TBD	22	$34.00	$748.00
CADD Manager	Burns	60	$43.00	$2,580.00
Principal Surveyor	Reinhardt	4	$105.77	$423.08
Senior Project Surveyor	Sobecki	12	$42.31	$507.72
Assistant Project Surveyor	Sleeman	16	$28.00	$448.00

a) Subtotal Direct Labor Costs $12,241.80

b) Anticipated Salary Increases $0.00

c) TOTAL DIRECT LABOR COSTS [a +b] $12,241.80

FRINGE BENEFITS

d) Fringe Benefits Rate 56.44% e) TOTAL FRINGE BENEFITS [c x d] $6,909.27

INDIRECT COSTS

f) Overhead Rate 92.85% g) OVERHEAD $11,366.51

h) General & Adm. Rate 0.00% i) GEN & ADM $0.00

j) TOTAL INDIRECT COSTS [g + i] $11,366.51

FIXED FEE (Profit)

q) Profit Rate 12.00% k) TOTAL PROFIT [(c + e + j) x q] $3,662.11

OTHER DIRECT COSTS (ODC)

l) Postage, plots, copies $138.31

m) Equipment Rental and Supplies $0.00

n) Permit Fees, Plan Sheets, Test Holes, Title Reports, etc. $0.00

o) Subconsultant Costs

p) TOTAL OTHER DIRECT COSTS [l + m + n + o] $138.31

TOTAL COST [c + e + j + k + p] $34,318.00

NOTES:

City of Goleta
Ekwill Street and Fowler Road Extensions Project

MNS ENGINEERS
CONTRACT SUMMARY

CONTRACT No.
CONSULTANT: Drake Haglan and Associates

CONSULTANT COST PROPOSAL

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Shawn Kowalewski	Principal Engineer	120	$ 60.10	$7,211.54
Mark Reinhardt	Principal Surveyor	200	$ 96.15	$19,230.76
Steve Orosz	Supervising Engineer	60	$ 90.00	$5,400.00
Adam Chase	Senior Project Engineer	600	$ 37.00	$22,200.00
Rob Sandquist	Associate Engineer	320	$ 30.00	$9,600.00
Todd Wilkinson	Assistant Engineer	1,010	$ 25.00	$25,250.00
Shane Sobecki	Assistant Surveyor	440	$ 34.00	$14,960.00
Staff	Survey Party Chief	165	$ 42.21	$6,964.65
Staff	Chainperson	120	$ 39.13	$4,695.60
Robert Starr	Supervising CAD Technician	346	$ 36.00	$12,456.00
Masa Ueoka	Senior Land Title Analyst	60	$ 36.06	$2,163.46
Staff	Administrative Assistant	75	$ 20.00	$1,500.00
		3,516	Total Hours	

Subtotal Direct Labor Costs	$131,632.01	
Anticipated Salary Increases	$5,265.02	
TOTAL - Direct Labor		$136,897.03

INDIRECT COSTS

	Rate	Total
Overhead	103.73%	$142,003.29
Fringe Benefit	56.50%	$77,346.82
General & Administrative	0.00%	$0.00
	160.23%	$219,350.11
TOTAL - Indirect Costs		$219,350.11

FEE (12.00%) TOTAL - Fee $42,749.66

OTHER DIRECT COSTS

				Total
Utility Potholing (Subcontractor)	Each	16 @	$ 625.00	$ 10,000.00
Map Review and Filing Fees	Each	1 @	$1,500.00	$ 1,500.00
Photocopies	Each	6,000 @	$ 0.10	$ 600.00
Plotting Costs	Full Size Sheets	700 @	$ 5.00	$ 3,500.00
Overnight Service	Each	14 @	$ 15.60	$ 218.40
Monuments	Each	1 @	$ 200.00	$ 200.00
TOTAL - Other Direct Costs				$16,018.40

TOTAL COST $415,015.00

City of Goleta
Ekwill Street and Fowler Road Extensions Project

REID MIDDLETON, INC.
CONTRACT SUMMARY

CONTRACT No. _____ **CONSULTANT COST PROPOSAL**
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Kelli Owen	Senior Engineer	48	$ 54.65	$2,623.20
Patrick McGrady	Project Designer	101	$ 41.70	$4,211.70
Rachel Price	Project Engineer	178	$ 39.50	$7,031.00
Amanda Ruksznis	Design II	48	$ 29.50	$1,416.00
Walter Ciridon	Senior Designer	42	$ 35.80	$1,503.60
Carrie Wold	Project Administrator	15	$ 28.55	$428.25
Vicky Fleer	Technical Writer	5	$ 34.05	$170.25
		437	Total Hours	
		Subtotal Direct Labor Costs		$17,384.00
		Anticipated Salary Increases		$694.98
			TOTAL - Direct Labor	$18,078.98

INDIRECT COSTS	Rate	Total
Overhead	229.30%	$41,455.10
Fringe Benefit	0.00%	$0.00
General & Administrative	0.00%	$0.00
	229.30%	
	TOTAL - Indirect Costs	$41,455.10

FEE	(10.00%)	TOTAL - Fee	$5,953.41

OTHER DIRECT COSTS			Total
Travel Costs (airfare)	Flights	6 @ $ 348.00	$ 2,088.00
Travel Costs (lodging)	Nights	3 @ $ 150.00	$ 450.00
Travel Costs (car rental)	Days	4 @ $ 105.00	$ 420.00
Graphic Presentation Boards	Boards	15 @ $ 45.00	$ 675.00
		TOTAL - Other Direct Costs	$3,633.00
		TOTAL COST	$69,120.00

City of Goleta
Ekwill Street and Fowler Road Extensions Project

DAVID R. BLACK & ASSOCIATES
CONTRACT SUMMARY

CONTRACT No. _____ **CONSULTANT COST PROPOSAL**
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
David Black	Landscape Architect	175	$ 100.00	$17,500.00
Natira Jones	Designer/Draftsperson	135	$ 67.00	$9,045.00
		310	Total Hours	
			Subtotal Direct Labor Costs	$26,545.00
			Anticipated Salary Increases	$1,063.92
			TOTAL - Direct Labor	$27,608.92

INDIRECT COSTS	Rate	Total
Overhead	15.00%	$4,141.34
Fringe Benefit	12.00%	$3,313.07
General & Administrative	12.00%	$3,313.07
	39.00%	
	TOTAL - Indirect Costs	$10,767.48

FEE	(10.00%)	TOTAL - Fee	$3,837.64

OTHER DIRECT COSTS				Total
Travel Costs (mileage)	Miles	200 @	$ 0.555	$ 111.00
Outside Photocopies	Each	500 @	$ 0.10	$ 50.00
Overnight Service	Each	@	$ 15.60	$ -
Graphic Presentation Boards	Boards	10 @	$ 45.00	$ 450.00
			TOTAL - Other Direct Costs	$611.00
			TOTAL COST	$42,825.00

City of Goleta
Ekwill Street and Fowler Road Extensions Project

KITTLESON & ASSOCIATES, INC.
CONTRACT SUMMARY

CONTRACT No. _____ **CONSULTANT COST PROPOSAL**
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Jim Damkowitch	Prinicpal Engineer / Planner	77	$ 63.63	$4,899.51
Chirag Safi	Engineer / Planner	78	$ 34.70	$2,706.60
Ruth Holtman	Technician I	11	$ 22.40	$246.40
		166	Total Hours	

Subtotal Direct Labor Costs	$7,852.51	
Anticipated Salary Increases	$313.79	
TOTAL - Direct Labor		$8,166.30

INDIRECT COSTS	Rate	Total
Overhead	0.00%	$0.00
Fringe Benefit	65.08%	$5,314.63
General & Administrative	140.17%	$11,446.70
	205.25%	
TOTAL - Indirect Costs		$16,761.32

FEE	(10.00%)	TOTAL - Fee	$2,492.76

OTHER DIRECT COSTS	Total
Travel Costs	$ -
Photocopies	$ -
Overnight Service	$ -
Graphic Presentation Boards	$ -
TOTAL - Other Direct Costs	$0.00
TOTAL COST	$27,420.00

City of Goleta
DHA Ekwill-Fowler Permitting Additional Funding Request
AECOM Scope Amendment Request No. 4

AECOM
CONTRACT SUMMARY

CONTRACT No. 2012-090 (Agreement No.)
CONSULTANT: Drake Haglan & Associates

CONSULTANT COST PROPOSAL

DIRECT LABOR

Name	Classification	Hours	Rate/ hour	Total
Robert Ray	Sr Project Manager	278	$ 79.87	$ 22,204
Tim Murphy	Sr Project Manager	24	$ 77.92	$ 1,870
Craig Woodman	Project Scientist, Engineer	4	$ 70.00	$ 280
Matt Dunn	Project Scientist, Engineer	24	$ 54.00	$ 1,296
Julie Love	Project Scientist, Engineer	276	$ 39.81	$ 10,988
Noel Casil	Sr Engineer, Scientist	40	$ 61.38	$ 2,455
Tricia Winterbauer	Sr Engineer, Scientist	6	$ 44.44	$ 267
Jacquelynn Ybarra	Sr Engineer, Scientist	0	$ 38.67	$ -
Adam Poll	Sr Engineer, Scientist	96	$ 41.07	$ 3,943
Kyle Kessler	Staff Engineer, Scientist	236	$ 29.74	$ 7,019
Jennifer George	Staff Engineer, Scientist	0	$ 28.87	$ -
Billy Fletcher	Staff Engineer, Scientist	68	$ 28.27	$ 1,922
Mindy Chow	Staff Engineer, Scientist	2	$ 25.00	$ 50
Jaret Campisi	Sr GIS Specialist	260	$ 28.04	$ 7,290
Angie McMurtry	Sr GIS Specialist	0	$ 39.05	$ -
Karlo Guillermo	GIS Specialist	12	$ 23.48	$ 282
Doug Kelley	Technical Typist/Word Processor	3	$ 37.76	$ 113
Tom Lee	Technical Typist/Word Processor	7	$ 23.25	$ 163
Kim Dominguez	Clerk/Sr. Administrative Assistant	0	$ 28.12	$ -
Wendy Willis	Clerk/Sr. Administrative Assistant	32	$ 33.96	$ 1,087

Subtotal Direct Labor Costs $61,228

TOTAL - Direct Labor $ 61,228

INDIRECT COSTS	Rate	Total
Overhead	94.51%	$ 57,866.55
Fringe Benefit	24.44%	$ 14,964.12
General & Administrative	20.19%	$ 12,361.93
	139.14%	

TOTAL - Indirect Costs $ 85,193

FEE 10.00% TOTAL - Fee $ 14,642

Other Direct Costs	Unit	Qty	Cost	Total
Mileage	MILE	150	$ 0.54	$ 81
Micellaneous Expenses	EA	250	$ 1.00	$ 250
File Search	EA	675	$ 1.00	$ 675
Reproduction (black & white)	EA	2,000	$ 0.10	$ 200
Reproduction (color)	EA	250	$ 1.50	$ 375

		Hours	Rate/ hour	Total
Rincon Consultants, Inc.	Christopher Julian	95	$155.00	$ 14,725

TOTAL - Other Direct Costs $ 16,306

FEE 5.00% TOTAL - Fee $ 815

TOTAL COST $ 178,184

City of Goleta
Ekwill Street and Fowler Road Extensions Project
PS&E Project

URS CORPORATION

CONTRACT SUMMARY

CONTRACT No.
SUB-CONSULTANT TO: Drake Haglan & Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Craig Woodman	Sr Proj Mgr	298	$ 55.98	$16,682.04
Christopher Julian	Proj Scientist/Engineer	144	$ 51.96	$7,482.24
Johanna Kisner	Staff Engineer/Scientist	170	$ 36.52	$6,208.40
Beth Anna Cornett	Staff Engineer/Scientist	128	$ 33.44	$4,280.32
Julie Love	Staff Engineer/Scientist	168	$ 38.36	$6,444.48
David Denniston	Sr GIS Specialist	24	$ 44.36	$1,064.64
Jaret Campisi	GIS Specialist	132	$ 23.88	$3,152.16
Doug Kelley	Word Processor	44	$ 32.32	$1,422.08
Wendy Willis	Clerk Sr. Admin Ass't	64	$ 30.08	$1,925.12

Subtotal Direct Labor Costs	$48,661.48
Anticipated Salary Increases	$1,946.46
TOTAL - Direct Labor	$50,607.94

INDIRECT COSTS	Rate	Total
Overhead	76.65%	$38,792.00
Fringe Benefit	44.47%	$22,504.34
General & Administrative		
	121.12%	
TOTAL - Indirect Costs		$61,296.34

FEE	(10.00%)	TOTAL - Fee $11,190.43
Facilites Captial Cost of Money (FCCM)		$176.12

OTHER DIRECT COSTS	COST	UNIT	# UNITS	Total
Travel Costs (Car rental)	105	DAY	9	$ 945.00
B/W Photocopies	0.105	PG	1010	$ 106.05
Color Repro	0.525	PG	230	$ 120.75
RC Graphics	105	HR	100	$ 10,500.00
Arch and Native Am Monitoring	78.75	HR	52	$ 4,095.00
Backhoe	1050	DAY	1	$ 1,050.00
FEDEX	20	Per package	10	$ 200.00
TOTAL - Other Direct Costs				$17,016.80

TOTAL COST $140,288.00

City of Goleta
Ekwill Street and Fowler Road Extensions Project

FUGRO CONSULTANTS, INC.
CONTRACT SUMMARY

CONTRACT No. _____ **CONSULTANT COST PROPOSAL**
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours		Rate	Total
Jon Blanchard	Principal	68	$	57.17	$3,887.56
Loree Berry	Senior Professional	116	$	37.96	$4,403.36
Chad Stoehr	Senior Staff Professional	240	$	32.05	$7,692.00
Brendan Egan	GIS/CADD Operator	64	$	40.00	$2,560.00
Michelle Herrara	Word Processor	40	$	18.39	$735.60
		528	Total Hours		

Subtotal Direct Labor Costs	$19,278.52	
Anticipated Salary Increases	$775.11	
TOTAL - Direct Labor		$20,053.63

INDIRECT COSTS	Rate	Total
Overhead	164.57%	$33,002.26
Fringe Benefit	64.34%	$12,902.51
General & Administrative	0.00%	$0.00
	228.91%	
TOTAL - Indirect Costs		$45,904.77

FEE	(10.00%)	TOTAL - Fee	$6,595.84

OTHER DIRECT COSTS				Total
Drilling	Each	1 @	$ 12,130.00	$ 12,130.00
Laboratory Analysis	Each	1 @	$ 13,815.00	$ 13,815.00
Overnight Service	Each	2 @	$ 15.60	$ 31.20
Traffic Control	Day	5 @	$ 1,725.00	$ 8,625.00
			TOTAL - Other Direct Costs	$34,601.20

TOTAL COST	$107,155.00

City of Goleta
Ekwill Street and Fowler Road Extensions Project

GEOCON CONSULTANTS, INC.
CONTRACT SUMMARY

CONTRACT No. _____ **CONSULTANT COST PROPOSAL**
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Richard Day	Senior	12	$ 65.00	$780.00
Chris Merritt	Project	20	$ 32.75	$655.00
Luann Beadle	Sr. Staff	48	$ 27.50	$1,320.00
Dirk Hansen	Drafting	12	$ 37.50	$450.00
Kari Holzgang	Project Coordinator	6	$ 27.00	$162.00
		98	Total Hours	

Subtotal Direct Labor Costs	$3,367.00	
Anticipated Salary Increases	$134.68	
TOTAL - Direct Labor		$3,501.68

INDIRECT COSTS	Rate	Total
Overhead	170.00%	$5,952.86
Fringe Benefit	0.00%	$0.00
General & Administrative	0.00%	$0.00
	170.00%	
TOTAL - Indirect Costs		$5,952.86

FEE	(10.00%)	TOTAL - Fee	$945.45

OTHER DIRECT COSTS				Total
Laboratory Analysis	Each	1 @	$ 8,595.00	$ 8,595.00
Truck	Day	2 @	$ 125.00	$ 250.00
Hand Auger	Each	2 @	$ 40.00	$ 80.00
Sample Tubes	Each	14 @	$ 10.00	$ 140.00
GPS	Each	1 @	$ 160.00	$ 160.00
Level D/PPE/Decon	Each	2 @	$ 50.00	$ 100.00
			TOTAL - Other Direct Costs	$9,325.00
			TOTAL COST	$19,725.00

City of Goleta
Ekwill Fowler Project

Hamner, Jewell & Associates
CONTRACT AMENDMENT No. 4

CONTRACT No. EF Project
CONSULTANT: Hamner, Jewell & Associates

CONSULTANT COST PROPOSAL

DIRECT LABOR

Name	Classification	Hours		Rate	Total
Lillian Jewell	Managing Sr. Associate	0	$	62.98	$0.00
David Jewell	Associate 1 RW Agent	40	$	30.00	$1,200.00
Valerie Bond/Debbie Brunsting	Transaction Coordinator	8	$	27.50	$220.00
Cathy Springford	Senior Associate	0	$	49.00	$0.00
		0	$	-	$0.00
		0	$	-	$0.00
		0	$	-	$0.00
		0	$	-	$0.00
		0	$	-	$0.00
		48	Total Hours		

Subtotal Direct Labor Costs	$1,420.00
Anticipated Salary Increases	$0.00
TOTAL - Direct Labor	**$1,420.00**

INDIRECT COSTS

	Rate	Total
Overhead	88.28%	$1,253.58
Fringe Benefit	56.89%	$807.84
General & Administrative	54.20%	$769.64
	199.37%	

TOTAL - Indirect Costs	**$2,831.05**

FEE (10.00%) **TOTAL - Fee** **$425.11**

Total Labor **$4,676.16**

OTHER DIRECT COSTS

Travel Costs (mileage)	0	@	$0.55	$	-
Postage and Delivery	0	@	$ 200.00	$	-
Title Reports	1	@	$ 323.84	$	323.84
Appraisals (including Reviewer)	1	@	$ 4,000.00	$	4,000.00

TOTAL - Other Direct Costs **$4,323.84**

TOTAL - Contract **$9,000.00**

City of Goleta
Ekwill Street and Fowler Road Extensions Project

HAMNER, JEWELL & ASSOCIATES
CONTRACT SUMMARY

CONTRACT No. _____ **CONSULTANT COST PROPOSAL**
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Lillian Jewell	Managing Sr. Associate	160	$ 50.00	$8,000.00
Cathy Springford	Senior Associate	345	$ 45.00	$15,525.00
Heather Johnson	R/W Agent	105	$ 33.00	$3,465.00
Brianna Vazquez	Bilingual Relocation Agent	36	$ 16.50	$594.00
Valerie Bond	Transaction Coordinator	102	$ 27.50	$2,805.00
		750	Total Hours	

Subtotal Direct Labor Costs	$30,389.00	
Anticipated Salary Increases	$1,216.23	
TOTAL - Direct Labor		$31,605.23

INDIRECT COSTS	Rate	Total
Overhead	131.00%	$41,402.85
Fringe Benefit	37.00%	$11,693.93
General & Administrative	0.00%	$0.00
	168.00%	
TOTAL - Indirect Costs		$53,096.78

FEE	(10.00%)	TOTAL - Fee	$8,470.20

OTHER DIRECT COSTS				Total
Preliminary Title Reports	Reports	15 @	$ 745.00	$ 11,175.00
Appraisals	Parcels	15 @	$2,400.00	$ 36,000.00
Express Mail	Each	30 @	$ 5.30	$ 159.00
Mileage	Miles	285 @	$ 0.555	$ 158.18
Overnight Service	Each	15 @	$ 15.60	$ 234.00
TOTAL - Other Direct Costs				$47,726.18
TOTAL COST				$140,898.00

COST PROPOSAL

CONTRACT No. City of Goleta Hollister Ave/SR 217 Interchange Date Updated 9/20/16
CONSULTANT Y&C Transportation Consultants, Inc.

DIRECT LABOR

Classification	Name	Range	Hours		Initial Hourly Rate		Total
Engineer XII	Dan Yau	90 - 100	57.0	@ $	91.67	$	5,225.19
Engineer XI	Kin Chan	80 - 90	88.0	@ $	83.17	$	7,318.96
Engineer IV	Meng Yang	37 - 43	128.0	@ $	43.00	$	5,504.00
Engineer III	Victor Baltazar	32 - 37	128.0	@ $	34.00	$	4,352.00
Engineer II	Jimmy Duong	29 - 32	130.0	@ $	31.00	$	4,030.00
Engineer I		27 - 29	322.0	@ $	28.00	$	9,016.00
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00		-

Subtotal Direct Labor Costs $ 35,446.15
Anticipated Salary Increases (0%) $ -

Total Direct Labor Costs $ 35,446.15

FRINGE BENEFITS

	Rate		Total
Fringe Benefits	50.96%	$	18,063.36
Total Fringe Benefits			$ 18,063.36

INDIRECT COSTS

Overhead/General and Administrative	49.87%	$	17,677.00
Total Indirect Costs			$ 17,677.00

FEE @ 10% $ 7,118.65

OTHER COSTS

Transportation (Mileage at IRS rate/Parking at cost)	$	1,120.00
Reproductions Costs (out of office blue lines, xerox, binding)	$	
Accomodation and Meals (at cost)	$	545.00
Mail & Delivery Services (Express Mail and Postage)	$	30.00
Total Other Costs	$	1,695.00

TOTAL COSTS $ **80,000.15**

Exhibit C-5
Local Agency Consultant DBE Information

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE INFORMATION

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section

1. Local Agency Name: City of Goleta
2. Project Location: Fowler Rd Extension, Ekwill St. Extension, Hollister Ave. Imp, SR 217 and Kellog Ave
3. Project Description: Plans, Specifications, Estimate, Right of Way Engineering & Acquisition for Road Extension
4. Total Contract Award Amount: $ 3,619,651
5. Consultant Name: Drake Haglan and Associates
6. Contract DBE Goal %: 0.02%
7. Total Dollar Amount for all Subconsultants: $ 1,945,581
8. Total Number of all Subconsultants: 9

Award DBE/DBE Information

9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Appraisal & Acquisition	Hamner, Jewel & Assoc.	11080114	$ 238,025
	340 James Wy, Ste. 150, Pismo Beach		
	CA, 93449, (805) 773-1459		
Traffic	Y&C Transporation Consultants		
	3250 Ramos Cir, Sac, CA 95827	28989	$ 80,000
	(916) 366-8000		

13. Total Dollars Claimed: $ 318,025

14. Total % Claimed: 8.79 %

15. Preparer's Signature: Craig C. Drake

16. Preparer's Name (Print): Craig C. Drake

17. Preparer's Title: CFO/Project Manager

18. Date: 9/21/2016

19. (Area Code) Tel. No.: (916) 363-4210

Local Agency to Complete this Section

20. Local Agency Contract Number:

21. Federal-aid Project Number:

22. Contract Execution Date:

Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:

23. Local Agency Representative Name (Print)

24. Local Agency Representative Signature

25. Date

26. Local Agency Representative Title

27. (Area Code) Tel. No.

Caltrans to Complete this Section

Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:

28. DLAE Name (Print)

29. DLAE Signature

30. Date

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
(2) Copy – Include in award package sent to Caltrans DLAE
(3) Original – Local agency files

SUPPLIER CLEARINGHOUSE
CERTIFICATE OF ELIGIBILITY

CERTIFICATE EXPIRATION DATE: **09-21-2014**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

Beacon Intragrated Professional Resources, Inc., dba Hamner, Jewell & Associates of Pismo Beach, California as a WBE

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above named firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at 800-359-7998 in Los Angeles.

VON: 11080114 ***Determination Date: 09-21-2011***