



Agenda Item B.9
CONSENT CALENDAR
Meeting Date: December 4, 2018

TO: Mayor and Councilmembers

FROM: Public Works Director

CONTACT: Teresa Lopes, Senior Project Engineer

SUBJECT: Professional Design Services Agreement with Drake Haglan and Associates, Inc., for Segment 2 of the San Jose Creek Bike Path Middle Extent Project

RECOMMENDATION:

Approve and authorize the City Manager to execute a Professional Design Services Agreement with Drake Haglan and Associates, Inc., for Segment 2 of the San Jose Creek Bike Path Middle Extent Project (9007) in the amount of \$1,100,000, to expire on June 30, 2023.

BACKGROUND:

The larger San Jose Creek Multipurpose Path Project as a whole extends approximately three miles alongside San Jose Creek from Cathedral Oaks Road to the Atascadero Creek Bikeway at Goleta Beach. This project provides an alternative means of transportation for commuters as well as a source of recreation. The major component of the project is a proposed separated bike path facility (Class I). Some proposed sections are bike lanes (Class II) and signed bike routes (Class III).

The larger San Jose Creek Multipurpose Path Project is divided into three proposed segments. The Northern Extent project extends from Cathedral Oaks Road to Calle Real and lies within the County of Santa Barbara, except for a small portion within the City already constructed as part of the Maravilla development. The Middle Extent Project extends from Calle Real to Hollister Avenue (the current project) and lies completely within the City. The Southern Extent project extends from Hollister Avenue to the Atascadero Creek Bikeway at Goleta Beach and lies mostly in the City with the southern-most section in the County. The City is currently the lead agency in the implementation of the southern segment. Both the middle and southern segments are included in the City's Capital Improvement Program. Each segment (Northern, Middle, and Southern) has independent utility, meaning that there is value in each segment as stand-alone projects.

The Middle Extent Project proposes to construct a Class I Bike Path along the west side of San Jose Creek extending from Calle Real to Hollister Avenue. The half-mile long middle section is the shortest segment but a particularly key segment because it will not only provide a direct link between the northern and proposed southern segments, but will also provide independent utility by adding a direct connection between Calle Real and Old Town Goleta.

The City issued a Request for Qualifications/Proposals (RFQ/P) for feasibility studies, preliminary engineering, environmental review, and final design for the Middle Extent Project on November 30, 2009. Drake Haglan and Associates (DHA), RRM Design Group, Cannon, URS, RBF Consulting, and KOA Corporation submitted Statements of Qualifications (SOQ). Council selected Drake Haglan as the firm that had the best combination of staff, skills, and experience for this project. In 2010 and 2011, DHA conducted feasibility studies and identified a project alignment for the Middle Extent Project.

The original Agreement #2013-016 expired on June 30, 2017. At that time Public Works determined the efficient approach to managing this project included not extending the original contract and pursuing the execution of new contract with DHA to address changes in the project scope and timing.

DISCUSSION:

The Middle Extent Project has been broken into two segments identified as Segment 1 and Segment 2. Segment 1 of the bike path extends from Armitos Avenue south to Hollister Avenue. Segment 2 of the bike path extends from Armitos Avenue north to Calle Real. Each segment has independent utility as a project and will provide a valuable link for users. Since the project has been divided into two segments, two separate contracts with Drake Haglan will be executed for the Segment 1 and Segment 2 projects, respectively. Each of these projects is on a separate timeline for completion and construction, with Segment 1 currently in the Construction Phase with the Hollister/Kellogg Park project, while Segment 2 is in the Conceptual Design and Environmental Review Phase.

San Jose Creek Bike Path Middle Extent – Segment 2

As noted above, Public Works identified Segment 2 of San Jose Creek Bike Path Middle Extent Project (Project) as a stand-alone Project which will have independent utility. This portion of the bike path will provide a safe and direct off-street connection for active modes of transportation from Old Town Goleta (at Armitos Avenue) to businesses, schools, services, and neighborhoods north of US 101. The Project crosses beneath US 101 and the Union Pacific Railroad (UPRR) tracks requiring project coordination and approvals from Caltrans and UPRR.

Public Works executed a Cooperative Agreement with UPRR on June 26, 2018. UPRR provided an informal review of the proposed undercrossing concept and bike path alignment previously and had no objections to the undercrossing. The Cooperative

Agreement allows UPRR to formally review and sign off on the proposed alignment and undercrossing design.

The proposed Segment 2 conceptual alignment will cross beneath the US 101 bridges along the west side of San Jose Creek. Public Works and the project team met with Caltrans District 5 to discuss the project. Caltrans is currently in the early conceptual design phase for a project to replace the existing US 101 northbound and southbound bridges over the San Jose Creek. The project team is collaborating with Caltrans as the design of the bike path project and the Caltrans bridge replacement projects progress. The bike path project is included in the Caltrans Work Plan for the upcoming fiscal year allowing Caltrans to provide the necessary project reviews and approvals for the bike path crossing beneath the US 101 structures.

The Public Works staff is recommending that Council approve a new agreement that will allow DHA to complete the project conceptual design, including collaboration with UPRR and Caltrans, and the environmental review phase for the Project. The Project will then be ready to progress into the design and construction phases.

Project Cost Estimates

The following table shows anticipated current and future costs for the project through construction (which is anticipated to take place in 2021):

Project Components	Estimated Costs	Funding Source	Funding Amounts
Conceptual Design and Environmental Review - Consultant	\$1,100,000	GTIP	\$753,397
Conceptual Design Support *	\$50,000	RSTP	\$534,990
Subtotal	\$1,150,000	Subtotal	\$1,288,387
Design *	\$900,000		
Right of Way *	\$600,000	ATP Grant (TBD)	\$6,211,613
Construction *	\$4,850,000		
Totals	\$7,500,000	Totals	\$7,500,000

* Estimated costs.

FISCAL IMPACTS:

In August 2018, Public Works submitted a grant application for Cycle 4 of the Active Transportation Program (ATP). The application submitted requested \$18 million of ATP funds for design, right-of-way, and construction of the San Jose Creek Bike Path including the Middle Extent Segment 2 Project. The cost of the Conceptual Design and Environmental Review phase associated with this agreement will count toward the non-ATP leveraging funds identified in the grant application. Public Works staff will return to Council when ATP Grant is awarded.

The Fiscal Year 18/19 Adopted Budget includes \$1,288,387 under GTIP and RSTP in available funding.

There is sufficient budget to cover the costs associated with the agreement and no additional appropriations are necessary.

San Jose Creek Bike Path Middle Extent Project Budget FY 18/19				
Account	Fund Type	FY18/19 Adopted Budget	YTD Actuals + Encumbrance	Available Budget
220-5-9007-706	GTIP	\$792,706	(\$39,309)	\$754,326
305-5-9007-706	RSTP	\$555,164	(\$20,174)	\$536,326
Total		\$1,347,870	(\$59,483)	\$1,288,387

ALTERNATIVES:

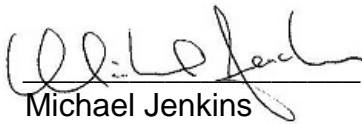
Council could choose not to approve execute the agreement with DHA at this time, which would preclude DHA from moving forward with the conceptual design for the project and will delay the project schedule.

Reviewed By:



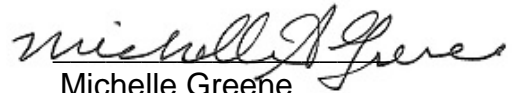
Carmen Nichols
Deputy City Manager

Legal Review By:



Michael Jenkins
City Attorney

Approved By:



Michelle Greene
City Manager

ATTACHMENTS:

1. Agreement for Professional Design Services between the City of Goleta and Drake Haglan and Associates, Inc for the San Jose Creek Bike Path Middle Extent – Segment 2.

ATTACHMENT 1

Agreement for Professional Design Services between the City of Goleta and Drake Haglan and Associates, Inc for the San Jose Creek Bike Path Middle Extent – Segment 2.

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

This AGREEMENT FOR **PROFESSIONAL DESIGN SERVICES** (herein referred to as "AGREEMENT") is made and entered into this 4th day of December, 2018, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **DRAKE HAGLAN AND ASSOCIATES**, a California Corporation (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional design services for project approval & environmental documentation (PA&ED) for the segment from Armitos Avenue to Calle Real (Segment 2) in conjunction with the San Jose Creek Bike Path Middle Extent Project; and

WHEREAS, the CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and

WHEREAS, CONSULTANT was approved by Council on December 20, 2016 and placed on a short list of pre-approved consultants for engineering design services after review of a Request for Qualifications; and

WHEREAS, the City Council, on this 4th day of December, 2018, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional design services in conjunction with San Jose Creek Bikeway Middle Extent Project. Services shall generally include preparation of project initiation documentation, project approval & environmental documentation (PA&ED) for the segment from Armitos Avenue to Calle

Real (Segment 2), as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A."

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of one million one hundred thousand (\$1,100,000), (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2023, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

(b) **Payment.** CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

4. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in 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 Teresa Lopes, Senior Project Engineer, Project Manager shall have the authority to act on behalf of the CITY in

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

6. TERM, PROGRESS AND COMPLETION

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

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

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. Jose Silva is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

- Avila and Associates – Hydraulic Engineering Services
- Parikh Consultants – Geotechnical Services
- MNS Engineers, Inc. – Survey, ROW Engineering Services
- Hamner, Jewell & Associates – ROW Services

9. HOLD HARMLESS AND INDEMNITY

(a) Indemnification and Defense for Professional Service. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and

against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by CITY in direct proportion to the CONSULTANT's proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

(b) For All Other Liabilities. Notwithstanding the foregoing and without diminishing any rights of CITY, for any liability, claim, demand, allegation against CITY arising out of, related to, or pertaining to any act or omission of CONSULTANT, but which is not a design professional service, CONSULTANT shall defend, indemnify, and hold harmless CITY, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the CITY, except for the sole or active negligence of, or willful misconduct of the CITY.

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

10. 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 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$2,000,000 per claim and in the aggregate.

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 equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- d) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.

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

11. RELATIONSHIP OF CONSULTANT TO CITY

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

12. CORRECTIONS

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

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTS for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

15. 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. CONFLICT OF INTEREST

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. 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.

22. 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.

23. 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.

24. USE OF THE TERM "CITY"

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

25. PERMITS AND LICENSES

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

26. 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.

27. 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.

28. 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.

29. 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.

30. NOTICES

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

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

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

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

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager


Craig Drake, Chief Financial Officer

ATTEST

Deborah Lopez, City Clerk

Dennis M. Haglan, President

APPROVED AS TO FORM



Winnie Cai, Deputy City Attorney

EXHIBIT A SCOPE OF WORK

SAN JOSE CREEK BIKEWAY – MIDDLE EXTENT SEGMENT 2: ARMITOS TO CALLE REAL – PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENTATION (PA&ED)

SCOPE OF SERVICES

The purpose of the project is to provide project approval & environmental documentation (PA&ED) for the segment from Armitos Avenue to Calle Real (Segment 2).

Scope Assumptions:

1. It is our understanding that Caltrans is currently working on replacement of the US 101 bridge over San Jose Creek. It is assumed that Caltrans shall clear the environmental footprint within State right of way for the trail under the bridge.
2. This scope of services includes completing a PSR-PDS and then a project report. It is assumed that a project report would be required by Caltrans to transmit the PA&ED if significant issues come up with the design under the bridge and/or coordination with UPRR bridge. A PSR-PDS would be required prior to completing a project report. However, if no significant issues are anticipated and if the construction cost within State right of way is limited, a Permit Engineering Evaluation Report (PEER) may be prepared instead of a project report. The PEER would be submitted with the PS&E and encroachment permit application. This is to be determined at the pre-pid meeting with Caltrans.
3. The environmental documentation for Segment 2 is for CEQA approval only. NEPA clearance cannot be pursued until there is federal funding applied to the project, since there is no federal action for agencies to act on. The scope includes optional services for preparation of the NEPA documents should federal funding be identified.
4. It is assumed that no Longitudinal Encroachment Exceptions (LEE) for utilities within State right-of-way are required.
5. It is assumed that no Caltrans Design Exception Fact Sheets are required for this project.
6. A Value Analysis is not required per MAP-21. Value Analyses are only required for projects over \$50 million and bridge projects over \$40 million.

TASK 1: PROJECT MANAGEMENT / PROJECT CONTROLS

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

1.1 PROJECT MANAGEMENT

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

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

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

1.2 PROJECT STATUS AND PDT MEETINGS

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

Teleconferences shall be held every two weeks (approximately 24 teleconferences) between the project design team and the CITY Project Manager. The purpose of these meetings is to communicate project team status and discuss project issues. CONSULTANT shall facilitate these teleconferences by providing the conference calling site, agendas and meeting notes with action items.

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

CONSULTANT shall distribute draft meeting minutes to each of the attendees for review and comment within one (1) week of each meeting. CONSULTANT shall allow one (1)

week for comments from the attendees and shall distribute final meeting minutes within one (1) day of receipt of attendee comments.

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

1.3 LOCAL PROGRAM COMPLIANCE/FEDERAL & STATE PROGRAMS MANAGEMENT

CONSULTANT shall assist CITY in coordinating project programming compliance, in accordance with the Caltrans Project Development Procedures for locally funded projects on the State Highway System. This shall also include compliance with the most recent guidelines for FHWA programs that may be used in the funding mix.

1.4 RAILROAD/CPUC COORDINATION

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

1.5 PRE-PROJECT INITIATION DOCUMENT MEETING AT CALTRANS

CONSULTANT shall prepare exhibits and attend a pre-PID meeting at Caltrans District 5 office to establish the proper initiation document and approval report required for the path within the State right-of-way. This meeting shall also be used to exchange information with Caltrans regarding the scope of oversight that Caltrans shall require for the encroachment permit.

1.6 QUALITY CONTROL

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

DELIVERABLES TASK 1

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

Task 2: Project Study Report – Project Development Support (PSR-PDS)

2.1 PSR-PDS DOCUMENTCONSULTANT shall complete a PSR-PDS level document for up to two (2) alternatives and obtain approval from the CITY and Caltrans. The range of construction cost shall be provided. The appropriate exhibits and attachments shall also be prepared and included in the submittals. The PSR-PDS shall follow the guidelines in the Caltrans Project Development Procedures Manual, APPENDIX S – Preparation Guidelines for Project Study Report-Project Development Support Project Initiation Document.

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

DELIVERABLES TASK 2

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

TASK 3: PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT (PEAR)

3.1 MINI-PEAR

CONSULTANT shall review existing studies, consult databases, conduct windshield surveys of the area within the project limits and consult map resources to gather the necessary information to assess potential impacts for the EAR. guidance.

CONSULTANT proposes to prepare a Mini-PEAR (Per Caltrans guidance, “a Mini-PEAR should focus on those environmental issues most likely to affect project scope, schedule, and cost”; therefore, the proposed hybrid PEAR shall focus on the resources most likely affected by the project). A draft and final Mini-PEAR shall document the results of the environmental studies as described in the subtasks below.

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

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

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

CULTURAL RESOURCES

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

BIOLOGY

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

AIR QUALITY

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

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

NOISE

A CONSULTANT noise specialist shall conduct a background document review. A qualitative analysis of potential noise impacts on noise-sensitive uses shall be conducted based on applicable federal and state regulatory requirements. The PEAR shall identify any circumstances related to noise that have the potential to affect the viability or schedule of the project, including additional studies and land acquisitions. Potential

sensitive receptors, and their locations in the project study area, as well as potential locations for sound walls, if needed, shall be identified on the provided base map.

VISUAL AND AESTHETICS

A CONSULTANT environmental specialist shall conduct a background document review and windshield survey of the project area to identify any scenic resources in the project area and any adverse visual impacts that might be introduced by the project, including any circumstances that have the potential to affect the viability or schedule of the project. This information shall be described in the Mini-PEAR, along with potential agency permits and approvals that may be necessary.

LAND USE, GROWTH, AND COMMUNITY IMPACTS

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

DELIVERABLES TASK 3

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

Task 4: Topographic Survey and Right-Of-Way Engineering

CONSULTANT shall supplement the existing mapping prepared in 2010 and 2012 in support of the San Jose Creek Trail design. It is assumed that we shall continue to use the boundary retracement and topographic mapping provided from the previous surveys. After performing new creek cross sections, CONSULTANT shall review the need for a new survey of the creek as it is unclear if the top/toe of creek bank has changed significantly. The scope of services is described as follows:

- Recover existing control and reestablish new control for ongoing and future survey tasks.
- Survey San Jose Creek cross sections 500' upstream of the Calle Real Bridge and 250' downstream of Armitos Avenue at every 150 feet approximately and extend to 50 feet beyond top of bank when feasible. In residential areas where the back yard is enclosed with walls or fences, the field survey shall stop at that feature. (14 cross section estimate)
- Stake centerline of the proposed trail alignment at visible interval locations from Armitos Avenue to Calle Real. (Approx. 1800', 80 survey marks)

- Provide field topographic mapping along Calle Real between Kellogg Avenue and San Jose Creek. Limits of survey shall extend 10' past back of sidewalks. (Approx. 100' x 500')
- Provide field topographic mapping along the easterly 50' of the property known as Hanson Aggregates. (Approx. 50' x 900')
- The proposed topographic mapping shall be incorporated into the previous work performed for this project. A base map shall be prepared at 1" = 20' with 1' contour intervals and include visible utilities, hardscape, structures, trees (6" diam & above), fences, signage and striping.
- Acquire a title report for the property known as Hanson Aggregates (APN 071-090-074). Retrace existing easements identified on the provided title report for potential impacts on the proposed trail alignment.
- Prepare legal descriptions and exhibits for the proposed permanent/temporary easements located on the property known as Hanson Aggregates (4 total estimate).

Task 5: Preliminary Engineering

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

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

5.1 Engineering Support for Environmental Documents

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

DELIVERABLES TASK 5.1

- Environmental Study Limits Map - One (1) map for two alternatives
- Areas of Disturbance Maps with Depth of Excavations - Total two (2) maps, one (1) for each alternative
- Detailed project Description - Total two (2) descriptions, one (1) for each alternative

5.2 Structure Preliminary Geotechnical Memo

The San Jose Bikeway project shall propose retaining walls underneath the bridge at Highway 101 crossing, UPRR and Potentially Calle Real. Based on Caltrans guidelines a Structure Preliminary Geotechnical Report/Memo is required for the APS of the retaining walls necessary to contain the bikeway section. Walls are proposed on both sides of the bikeway section. Proposed scope of the work shall be to review readily available materials and prepare Structure Preliminary Geotechnical Memo/Report addressing the foundation for the walls, geology, fault locations, seismicity, ARS curves and liquefaction potential. No field exploration work is proposed for this phase; however,

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site data review and as-built data research is proposed. The review shall be based on readily available data including as-built Log of Test Borings from the Highway 101 structure.

DELIVERABLES TASK 5.2

- Structure Preliminary Geotechnical Memo/Report (pdf)

5.3 Preliminary Trail Design

5.3.1 Geometric Approval Drawings (GADs)

CONSULTANT shall prepare conceptual plans for up to two (2) alternatives. DHA shall obtain design approval from the CITY and Caltrans and shall produce geometric approval drawings (GADs) and a preliminary opinion of probable construction cost for each of the two alternatives studied. The GADs shall be prepared in English units and shall follow CITY, County and

Caltrans standards, utilizing each agency's standards.

After approval, the GADs shall serve as the preliminary typical sections, layouts and profiles. The preliminary design shall address horizontal and vertical alignment, retaining wall features, pedestrian and bicycle facilities, ADA compliance, limits of cut and fill, right of way limits (existing and proposed), utilities, railroad facility clearances, proposed and drainage.

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

- Typical Cross Sections
- Horizontal Alignment (Strip form or sheets)
- Profiles (Strip form or sheets)
- Submittals shall include PDF

DELIVERABLES TASK 5.3.1

- Draft and Final Geometric Approval Drawings – Five (5) hard copies and PDF.

5.3.2 PRELIMINARY TRAIL PLANS (30% DESIGN)

The submittal for Preliminary Design shall be based on the preferred alternative and shall include the following:

- Title Sheet
- Key Map
- Typical Cross Sections
- Layouts
- Profiles
- Proposed Pavement Delineation Plans
- Preliminary Hydraulic Review
- Cost Estimates

DELIVERABLES TASK 5.3.2

- Draft and Final 30% Preliminary Plans– Five (5) hard copies and PDF

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- Draft and Final 30% Preliminary Opinion of Probable Construction Cost – Five
- (5) hard copies and PDF
- Preferred Alternative Updated Preliminary Plans – Five (5) hard copies and PDF
 - Response to comments

5.3.3 PRELIMINARY HYDRAULIC REVIEW / CLOMR SUBMITTAL

CONSULTANT shall review the preliminary hydraulics associated with the trail drainage and proposed improvement impacts to San Jose Creek elements based on the geometric approval drawings. A technical memorandum shall be prepared to summarize the review.

CONSULTANT shall obtain and review the effective FEMA Flood Insurance Study (FIS), aerial photography, best available topographic data, and other relevant data. A field reconnaissance visit shall be performed to examine creek and overbank conditions and evaluate hydraulic model parameters, bridges, and other structures. Coastal LiDAR data from NOAA (National Oceanic and Atmospheric Administration) shall be downloaded for the study area and imported into the ArcGIS program for use in the hydraulic modeling.

HYDRAULIC MODELING

Up to four hydraulic models shall be developed and run for San Jose Creek per FEMA regulations for a Conditional Letter of Map Revision (CLOMR) submittal:

1. Duplicate Effective Model – Copy of FEMA’s Effective Model, rerun on CLOMR requestor’s computer
2. Corrected Effective Model – To incorporate improved topographic data and any necessary model corrections
3. Existing (Pre-Project) Conditions Model – Incorporates any physical changes in the channel or floodplain that have occurred since the time of the effective model, and that have not been reflected in a previous LOMR.
4. Proposed (Post-Project) Conditions Model – Incorporates the proposed grading and any other project features.

The Corrected Effective and Existing Conditions models shall likely be equivalent. Per FEMA regulations for a detailed study, the 10%, 2%, 1%, and 0.2% annual chance exceedance (10-, 50-, 100-, and 500-year recurrence interval) events shall be run.

For Proposed Conditions, the proposed grading for the bikeway shall be incorporated into the HEC-RAS model. Up to three modeling/design iterations are assumed.

The modeling shall also be checked that it is consistent with FEMA’s Guidelines and Specifications for Flood Hazard Mapping Partners and applicable National Flood Insurance Program (NFIP) regulations. The hydraulic models shall undergo internal review and all model comments shall be addressed and backchecked.

FLOODPLAIN MAPPING

The 1% and 0.2% annual chance exceedance (100- and 500-year) floodplain limits shall be delineated and a floodplain work map shall be developed. The floodplain work map, which shall be certified by a registered professional engineer per FEMA regulations, shall

also include topographic contours, stream centerline, and effective FEMA floodplain limits. Annotated DFIRM panels showing the revised floodplains and Base Flood Elevations (BFEs) shall also be prepared.

CONDITIONAL LETTER OF MAP REVISION (CLOMR) SUBMITTAL

CONSULTANT shall prepare a CLOMR application package, which shall include copies of the hydraulic model input and output, completed FEMA application forms, CLOMR report, floodplain work map(s), CHECK-RAS comments and responses (if applicable), and annotated DFIRM panel(s) showing the revised floodplains. Floodway analyses shall be performed for the Corrected Effective, Existing Conditions, and Proposed Conditions models. CONSULTANT shall prepare and submit a LOMR package application which shall be scoped during the final design of this project.

Drainage Report

CONSULTANT SHALL COMPLETE A DRAFT AND FINAL REPORT DOCUMENTING THE HYDROLOGY AND HYDRAULICS FOR CALTRANS. CONSULTANT SHALL REVISE THE DRAFT REPORT BASED ON COMMENTS RECEIVED.

Location Hydraulic Study

CONSULTANT shall Complete a Location Hydraulic Study (Floodplain Encroachment Report) in accordance with 23 CFR 650.113. This report is generally included in the environmental document for the bridge. A "No-Rise" certificate shall be provided to the

County Floodplain Manager documenting the water surface elevation change caused by the project.

DELIVERABLES TASK 5.3.3

- HEC-RAS model input/output and digital files.
- Floodplain work maps and GIS floodplain layers
- Annotated FIRM panels
- CLOMR application Package
- Drainage Report
- Location Hydraulic Study

5.4 PRELIMINARY ADVANCE PLANNING STUDIES (APS)

Advanced Planning Studies (APS) shall be prepared for each of the following locations:

- UPRR Undercrossing – CONSULTANT shall refresh APS previously prepared for this location using survey information and more recent UPRR feedback.
- Highway 101 Undercrossing - CONSULTANT shall refresh APS previously prepared for this location using updated survey information and more recent Caltrans feedback.
- Calle Real Undercrossing – CONSULTANT shall prepare one APS at this location.

Type selection memos and type selection meetings shall be done after the PA-ED phase.

DELIVERABLES TASK 5.4

- Advanced Planning Studies for each location above mentioned - Five (5) hard copies and PDF.
- Preliminary Opinion of Probable Construction Cost – Five (5) hard copies and PDF

5.5 Storm Water Data Report

CONSULTANT shall prepare a Storm Water Data Report (SWDR). The SWDR shall be prepared to meet the latest Caltrans format and requirements. The SWDR shall be included in project report.

Deliverables Task 5.5

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

5.6 Determine post Construction Storm Water Requirements

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

Calculate the new and reconstructed impervious area to determine the tier requirements of the project (Tier 1, Tier 2, Tier 3, etc.). During these calculations, the total area of the bridge deck or 50% of the reconstructed roadway surface is included. The entire impervious project surface, both new and reconstructed, is considered when determining the Tier requirements.

Calculate the required treatment areas to meet the Tier 1 requirements and Tier 2 requirements. The treatment area is broken up into “Drainage Management Areas” (DMAs), not including any of the applicable reductions. All new and reconstructed impervious area is required to be treated.

Determine the required retention area calculation for Tier 3. For this calculation, the area of the bridge deck is reduced by 50% for the impervious surface calculation.

Deliverables Task 5.6

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

Task 6: CEQA Environmental Documentation

6.1 CEQA ENVIRONMENTAL DOCUMENTATION

An Initial Study and Mitigated Negative Declaration (IS/MND) shall be prepared according to the City’s Environmental Review Guidelines and Environmental Thresholds and Guidelines Manual. The IS/MND shall address both trail construction and long-term operation. Potential environmental issues may include:

- Loss of native specimen trees;
- Construction-related loss of sensitive riparian habitat;
- Construction and operational disturbance of adjacent habitat for special-status species, such as yellow warbler;
- Possible disturbance of buried archeological resources;
- Water quality impacts associated with run-off from the trail site to San Jose Creek;
- Potential aesthetics impacts associated with vegetation removal;
- Construction-related traffic impacts associated with trucks entering/leaving the trail alignment from Hollister Avenue; and
- Air quality impacts and greenhouse gas emissions associated with construction.

This task scope of work is comprised of the following:

6.1.1 Environmental Field Assessment:

This task includes all field work to support the CEQA analysis, including biological surveys, archeological surveys, aesthetics assessment and ambient noise measurements.

6.1.2 Project Description:

CONSULTANT shall prepare a project description based on engineering design information. The project description shall include information regarding the equipment, procedures, and schedule for trail construction. In addition, characteristics (hours, user types, typical volumes) of long-term trail operation shall be provided.

A draft project description shall be submitted to the CITY for review and approval. Upon receipt of comments, the project description shall be finalized. The final project description shall serve as the basis of all impact analysis.

6.1.3 Internal Draft IS/MND:

Based on the approved project description, CONSULTANT shall prepare an Initial Study, using the checklist provided by the 2012 AEP update to the State CEQA Guidelines. An Internal Draft IS/MND shall be submitted to the CITY for review and comment.

6.1.4 Draft IS/MND:

Upon receipt of client comments on the Internal Draft IS/MND, CONSULTANT shall make any necessary changes and publish 30 copies of the Public Draft IS/MND. CONSULTANT shall be responsible for noticing and distribution of the IS/MND. The CITY shall be responsible for newspaper publication of the public notice.

6.1.5 Incorporate Public Comments:

At the close of the public comment period and following public hearings, CONSULTANT and CITY staff shall review written and verbal comments and strategize responses. CONSULTANT shall then prepare draft responses to all comment letters received during the comment period. Assume 10 comment letters with four comments each.

6.1.6 Final IS/MND:

Upon approval of the responses to comments, CONSULTANT shall incorporate any needed text revisions to the Public Draft IS/MND and prepare and submit 20 copies of the Final IS/MND. CONSULTANT shall prepare a Mitigation Monitoring Plan for approval with the MND at the City Council hearing.

6.1.7 Initial Site Assessment (ISA) (DHA)

Prepare an ISA per Caltrans ISA Preparation Guidelines and the American Society of Testing and Materials (ASTM) protocol. Research and review pertinent, readily available geologic and hydrogeologic literature, and available historical aerial photographs, Sanborn Fire Insurance Maps, and topographic map of the project site and surrounding area. Additionally, interview knowledgeable personnel identified by the CITY who are familiar with the historical operations at the project site.

Perform reconnaissance and evaluate the project site and adjacent areas for potential sources of hazardous substances contamination. The reconnaissance shall include a detailed site visit to assess the presence of on-site hazardous substances use, storage, treatment, and/or disposal. Obtain a current database search report for the project site and the area within the ASTM-prescribed radii. Contact applicable municipal, county, state, and federal agencies to review readily available files, records, permits, and known sites lists, as well as interviewing knowledgeable agency personnel.

Prepare an ISA report summarizing the results and findings, which present interpretations and recommendations as they pertain to hazardous substances at the project site and adjacent areas. Recommend additional assessment, if warranted.

Prepare the ISA Checklist, according to the Caltrans PDPM, for attachment to the ISA.

6.2 NEPA ENVIRONMENTAL DOCUMENTATION (OPTIONAL)

CONSULTANT shall prepare the NEPA documentation only when the project becomes federalized. The scope utilizes some of the work from the CEQA documents and shall be prepared in the format acceptable to the federal lead agency.

TASK 6.2.1 NATURAL ENVIRONMENT STUDY (NES), WETLANDS STUDY AND BIOLOGICAL ASSESSMENT (BA)

Prepare the NES in accordance with the lead federal agency templates and methodology. Biological surveys shall be completed according to the required seasonal timing, and shall include botanical surveys, general wildlife surveys, a general fisheries survey and bat acoustical survey. Based on the results of prior fisheries surveys, the endangered tidewater goby is assumed to be present at the project site during periods of sufficient surface water. The U.S. Fish & Wildlife Service requires 5 years of surveys with negative findings to demonstrate absence, which is not compatible with the project schedule. The NES shall include preliminary consultation with resource agencies to identify issues and species of concern and provide sufficient information to support permit applications to regulatory agencies.

Prepare a Wetland Study as part of the NES due to the occurrence of wetlands within the project area. The Wetland Study shall include a wetland delineation according to the Corps of Engineering requirements, mapping of jurisdictional areas at the project site, impact assessment, recommendations on the significance of the impacts and potential mitigation measures. For the proposed project, the Wetland Study shall be incorporated into the NES.

A Biological Assessment (BA) shall be prepared in accordance with the lead federal agency BA template and methodology. The NES/Wetlands Study and BA shall be submitted for CITY review and revised as required to obtain approval from the federal lead agencies.

TASK 6.2.2 WATER QUALITY TECHNICAL MEMORANDUM

Prepare a Technical Memorandum focusing on measures to reduce construction- related water quality impacts to San Jose Creek. The Technical Memorandum shall include a discussion of existing water quality (based on existing data), water quality impairment issues, potential sources of pollutants, and best management practices to be implemented. The Memorandum shall be based on a preliminary storm water control plan prepared for the park project, if available.

TASK 6.2.3 AREA OF POTENTIAL EFFECTS (APE) MAP, ARCHEOLOGICAL SURVEY REPORT (ASR) AND HISTORIC PROPERTY SURVEY REPORT (HPSR)

Prepare an Area of Potential Effects (APE) map.

Base maps and plans, depicting the area proposed for impacts (e.g., construction, staging, and construction access areas) shall be assembled and a draft APE shall be created for the project area. The map shall be plotted on an aerial photograph at a scale of approximately 1" =100' or 1" =200', with a bar scale. The map shall depict the existing and proposed right of way and clearly labeled roads, and the APE for both archaeological and historic resources. The APE map shall have a signature and date block for "Principal Investigator – Prehistoric Archaeologist" and "Caltrans Local Assistance Engineer". The APE map shall be submitted to FHWA/Caltrans for approval and adoption.

The Archaeological Survey Report (ASR) shall be based on a Phase I surface survey of the APE and a records search at the South Central Coast Information Center. This work shall be performed in accordance with the Advisory Council on Historic

Preservation implementing regulations (36 CFR 800), Section 106 of the National Historic Preservation Act of 1996, as amended, and the Caltrans Environmental Handbook, Volume 2, Cultural Resources. The ASR shall include documentation of outreach to the local Native American community, through solicitation by mail to a contact list provided by the Native American Heritage Commission.

A Historic Property Survey Report (HPSR) shall be prepared to address historic issues and to summarize the findings of the ASR. The ASR and HPSR shall be submitted for CITY review and revised as required to obtain approval from the federal lead agencies. It is assumed that the cultural studies result in no additional work needed.

TASK 6.2.4: VISUAL IMPACT ASSESSMENT (MINOR LEVEL)

The DHA team shall complete a visual Impacts Assessment Guide/Questionnaire to help determine if the project has the potential to impact visual resources. It is anticipated that a Minor Level Visual Impacts Assessment shall be required. The DHA environmental team shall follow methodology and protocol developed by FHWA and adopted by Caltrans and shall include a discussion of the methodology, terms, and thresholds for significance; an overview of applicable local, state, and federal policies and guidelines regarding visual resources (including the general plan and state scenic highway guidelines); a description of the regional visual character and area-specific landscape view shed units (which comprise the baseline conditions for assessing aesthetic impacts); a characterization of viewer groups and their responses to changes in views; an impact analysis which shall focus on changes in key views, overall visual character, nighttime light, and daytime glare; and recommendations and mitigation measures to lessen potential project impacts.

TASK 6.2.5: COMMUNITY IMPACTS

CONSULTANT shall review the impacts to neighboring residences and property owners to the north of Highway 101 as well as property owners, business owners and employees in the project area. CONSULTANT shall prepare a memorandum to address temporary impacts as a result of construction activities. The memorandum shall also address the proposed construction staging areas and maintenance access.

TASK 7: COMMUNITY OUTREACH

CONSULTANT shall support the CITY with meeting exhibits, displays and technical expertise. CONSULTANT shall attend up to two (2) public meetings with the CITY and three (3) separate stakeholder group meetings and attend one (1) City Council meeting if requested. CONSULTANT shall attend one round of face-to-face meetings with each of the property owners and the CITY.

As optional tasks, CONSULTANT can also provide the following community outreach tasks. CITY approval of additional fee would be required.

COMMUNICATION PLAN (OPTIONAL)

CONSULTANT shall prepare a communication plan, review and update materials, data lists, and outreach strategies to create a baseline of overall awareness, answer key questions, and work with the greater team to identify any issues that could arise during environmental review and permitting.

STRATEGIC OUTREACH PLAN (OPTIONAL)

- CONSULTANT shall work with team to solidify community outreach goals, timelines, events, and overall strategy.
- MESSAGE DEVELOPMENT (OPTIONAL)
CONSULTANT shall review and update project messaging to introduce overall goals, timelines, and development - tell the "story" of the project.
- PUBLIC OUTREACH STRATEGY (OPTIONAL)

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

- **EARNED MEDIA STRATEGY (OPTIONAL)**

CONSULTANT shall work with the CITY team and local media to garner positive coverage of project.

- **COMMUNITY LEADER & ORGANIZATION OUTREACH (OPTIONAL)**

CONSULTANT shall Develop strategic plan to reach out to community leaders and community organizations.

DELIVERABLES TASK 7

- Meeting Exhibits

TASK 8: RIGHT-OF-WAY STUDIES

8.1 IDENTIFICATION OF LIABILITY FOR MAJOR UTILITY RELOCATIONS

Existing utilities within the project area must be evaluated to identify prior rights and if there are any CITY obligations for removals or relocations. Federal and State funds may not be used when the revision of facilities is the obligation of others.

Prepare maps depicting utility conflicts that shall require removal or relocation. Based on utility owner available record data, prior rights, public or private ownership, removal or relocation options and financial responsibility shall be documented.

Preliminary opinion of probable utility relocation costs shall also be prepared. The utilities identification shall be included in the project report.

DELIVERABLES FOR TASK 8.1

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

8.2 PREPARE RIGHT-OF-WAY DATA SHEETS

CONSULTANT shall prepare RW Data Sheets for up to two alternatives based on preliminary design, information from the environmental studies, the relocation studies and the utility relocation determinations from one single parcel. To complete the Data Sheets for up to two alternatives, CONSULTANT shall assign an appraiser, right-of-way agent and relocation advisor to assemble needed information. This shall include updated right-of-way acquisition costs, determination of appropriate escalation rates and coordination with the project team to gather and integrate updated utility relocation costs. CONSULTANT shall prepare utility and right-of-way exhibits. All work shall be completed in accordance with Caltrans policies and procedures. No formal appraisals or title reports are included in this scope.

DELIVERABLES TASK 8.2

- Draft RW Data Sheets and Exhibits– Two (2) hard copies and PDF
- Final RW Data Sheets and Exhibits – Two (2) hard copies and PDF

TASK 9: DRAFT PROJECT REPORT

CONSULTANT shall prepare the Draft Project Report after completion of the environmental studies. The Draft Project Report shall be developed following the guidelines in the Caltrans Project Development Procedures Manual, Appendix K- Project

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Report. The Draft Project Report shall summarize the studies of the need, alternatives, costs, and overall impacts of the project. Project Reports are required for projects affecting State highways, regardless of who is paying for, developing, or constructing the project. However, a Permit Engineering Evaluation Report (PEER) may be prepared instead of a project report for this project. This shall be determined after the initiation meeting with Caltrans.

DELIVERABLES TASK 9

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

TASK 10: SELECT PREFERRED ALTERNATIVE

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

The current construction and right-of-way costs shall be updated for the Preferred Alternative and compare them to the programming figures in the current regional STIP and FTIP. Make recommendations for programming changes in cost estimates and fiscal year scheduling. The Preferred Alternative documentation shall include a summary of the public hearing process results and evaluation, including the position of local entities on significant issues related to the selection.

DELIVERABLES TASK 10

- Preferred Alternative Documentation

TASK 11: RISK REGISTER

CONSULTANT shall prepare a qualitative risk register per Caltrans Project Delivery Directive PD-09. The risk register shall include a list of identified risks, the results of prioritizing risks, risk owner/responsible party and agreed upon risk response strategy. Objectives are agreed-upon delivery targets such as cost, time, scope and quality. The risk register shall be discussed by the PDT team at which time issues that are not considered a risk shall be removed. The risk register shall be included in the project report.

DELIVERABLES TASK 11

- Draft and Final Risk Register - PDF

TASK 12: SAFETY AND CONSTRUCTABILITY REVIEW MEETING

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

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

DELIVERABLES TASK 12

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

TASK 13: PROJECT REPORT

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

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

Additional information, as detailed in the tasks above, shall be included as appendix information. Per Task 9 Draft Project Report, a Permit Engineering Evaluation Report (PEER) may be prepared instead of a project report for this project.

DELIVERABLES TASK 13

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

TASK 14: OPEN FORUM PUBLIC HEARING (OPTIONAL)

A Notice of Public Hearing shall be combined with the Notice of Availability for the IS/MND. The format of the public hearing shall be an Open Forum Public Hearing as described in Chapter 11 of the PDPM.

14.1 PUBLIC HEARING PREPARATION

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

DELIVERABLES TASK 14.1

- Display Boards (10 total)
- Creating, printing and mailing notices to the project resident/stakeholder database
- Preparing agenda, sign-in sheets, comment cards, signage, name badges, and other collateral print materials.
- News release to media as recommended by the City.
- Provide materials for inclusion on a project webpage on the City of Goleta website

14.2 PUBLIC HEARING EVENT

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

DELIVERABLES TASK 14.2

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

2018 SCHEDULE OF FEES

NAME OR CLASSIFICATION	LOADED BILLING RATE OR RANGE
Principal Engineer	\$ 253.33 - \$ 324.67
Associate Principal Engineer	\$ 218.21 - \$ 291.79
Senior Engineer, Range D	\$ 197.62 - \$ 314.39
Senior Engineer, Range C	\$ 183.20 - \$ 226.80
Senior Engineer, Range B	\$ 179.74 - \$ 200.26
Senior Engineer, Range A	\$ 155.16 - \$ 194.84
Engineer, Range C	\$ 158.80 - \$ 161.20
Engineer, Range B	\$ 145.04 - \$ 154.96
Engineer, Range A	\$ 132.57 - \$ 135.43
Associate Engineer	\$ 157.29 - \$ 172.71
Assistant Engineer, Range B	\$ 115.76 - \$ 124.24
Assistant Engineer, Range A	\$ 87.53 - \$ 118.46
Engineering Technician	\$ 43.64 - \$ 96.36
CAD Manager	\$ 128.04 - \$ 157.96
Senior CAD Technician	\$ 110.39 - \$ 149.61
Senior CAD Designer	\$ 110.12 - \$ 129.89
Senior Designer	\$ 97.97 - \$ 130.03
CAD Designer	\$ 87.53 - \$ 112.46
CAD Technician III	\$ 84.71 - \$ 153.29
CAD Technician II	\$ 73.65 - \$ 142.36
CAD Technician I	\$ 62.10 - \$ 77.90
Environmental Services Manager	\$ 125.42 - \$ 258.58
Senior Environmental Manager	\$ 149.97 - \$ 210.03
Environmental Manager	\$ 119.98 - \$ 150.02
Senior Environmental Planner, Level 2	\$ 128.15 - \$ 231.85
Senior Environmental Planner, Level 1	\$ 109.07 - \$ 160.93
Environmental Planner, Level 2	\$ 99.07 - \$ 130.93
Environmental Planner, Level 1	\$ 88.95 - \$ 127.05
Assistant Environmental Planner, Level 2	\$ 89.66 - \$ 90.34
Assistant Environmental Planner, Level 1	\$ 47.26 - \$ 62.74
Construction Manager	\$ 175.03 - \$ 324.97
Senior Resident Engineer	\$ 239.98 - \$ 280.02
Resident Engineer	\$ 172.24 - \$ 257.76
Assistant Resident Engineer	\$ 141.16 - \$ 172.85
Structures Representative	\$ 163.75 - \$ 272.25
Senior Construction Inspector**	\$ 140.34 - \$ 225.66
Construction Inspector**	\$ 115.76 - \$ 224.24
Assistant Construction Inspector**	\$ 101.63 - \$ 128.36
Construction Inspection Trainee**	\$ 87.26 - \$ 122.74
Senior Office Engineer	\$ 127.05 - \$ 170.94
Office Engineer	\$ 112.00 - \$ 148.00
Assistant Office Engineer	\$ 81.04 - \$ 98.96
Public Relations Manager	\$ 126.34 - \$ 163.66
Outreach Manager	\$ 126.34 - \$ 163.66
Outreach Coordinator	\$ 57.26 - \$ 122.74
Outreach Administrator	\$ 40.91 - \$ 119.09
Digital Marketing Coordinator	\$ 40.91 - \$ 119.09
Graphic Designer	\$ 40.91 - \$ 119.09
Senior Project Coordinator	\$ 115.27 - \$ 194.73
Project Coordinator	\$ 81.83 - \$ 190.17
Assistant Project Coordinator	\$ 42.37 - \$ 107.63
Administration- Manager	\$ 122.25 - \$ 147.75
Administration	\$ 93.18 - \$ 116.83
Administrative Assistant	\$ 53.65 - \$ 116.35

OTHER DIRECT COSTS	
DESCRIPTION OF ITEM	COST
Personal Vehicle Mileage	see note 2
Overnight Mail Service	Actual
Tolls and Parking	see note 2 & 4
NOTES:	
1. The Consultant employee's headquarters and/or primary residence as defined in the Caltrans Travel Guide will be established in the Task Order.	
2. Pre-approved travel and per-diem costs will be reimbursed in conformance with the current Department of Transportation Travel and Expense Guide for Consultants. No charge will be invoiced for employee relocation cost.	
3. Pre-approved actual costs are competitive process from appropriate vendors in their respective industries and supported by receipts.	
4. Parking, tolls and local transportation costs resulting from commuting to and from the employee's residence to the job site as assigned in the Task Order are not reimbursable.	
4. Classifications identified with ** are subject to prevailing wage.	
5. Rates subject to an annual escalation of 3.5%	
6. Caltrans Local Assistance Procedures Manual Exhibits 10-H2 and 10-K available upon request	