



**Agenda Item B.1**  
**CONSENT CALENDAR**  
**Meeting Date: March 5, 2019**

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**TO:** Mayor and Councilmembers

**FROM:** Charles W. Ebeling, Public Works Director

**CONTACT:** Teresa Lopes, Senior Project Engineer

**SUBJECT:** Approve a Professional Design Services Agreement with Drake Haglan and Associates for the San Jose Creek Multipurpose Path Southern Extent Project

**RECOMMENDATION:**

Authorize the City Manager to execute a Professional Design Services Agreement with Drake Haglan and Associates for the Southern Extent of the San Jose Creek Multipurpose Path Project in the amount not to exceed \$1,436,017 with a termination date of June 30, 2022.

**BACKGROUND:**

The San Jose Creek Multipurpose Path Project as a whole extends approximately three miles alongside San Jose Creek from the California Coast Route path in the south to Cathedral Oaks Road and the Goleta Crosstown Bicycle Route in the north. The project provides an alternative means of transportation for commuters as well as a source of recreation. The major component of the project is a separated pedestrian/bicycle path facility (Class I/Multipurpose Path). Some sections proposed are bike lanes (Class II) and signed bike routes (Class III). The project lies within both the City and Santa Barbara County. Project improvements include: either a paved 8-foot-wide bike path with 2-foot graded shoulders or a 10-foot-wide paved path. The project also includes bicycle and pedestrian bridges, a tunnel undercrossing, retaining walls, concrete barriers, drainage features, crossing improvements, lighting, striping, and ADA accessibility features.

The project will provide a direct and continuous bicycle/pedestrian path for commuting and recreational active transportation users from commercial and residential areas within the Goleta Old Town area to the Obern Trail (a segment of the California Coastal Trail), which provides direct access to Goleta Beach, UCSB, and other areas of Goleta Valley and the City of Santa Barbara. This important regional project provides a connection to the City of Santa Barbara's new Los Positas and Modoc Roads Multipurpose Path project and the County's new Modoc Road Multimodal Path Gap Closure Project. The project provides connections to businesses, services, and schools. The project also connects areas south of US 101 to residential areas north of US 101. Attachment 1 shows the path of the project.

The overall San Jose Creek Multipurpose Path Project was originally divided into three proposed segments that are historically referred to as “extents.”

*San Jose Creek Multipurpose Path – Northern Extent*

The Northern Extent project consists of a combination of separated Class I/Multipurpose path, Class II and Class III bike lanes, and extends from Cathedral Oaks Road to Calle Real. The Northern Extent portion of the Path lies within the County of Santa Barbara, except for a small portion of separated Class I/Multipurpose path which is located within the City and has already been constructed as part of the Maravilla Development. Santa Barbara County recently completed the construction of a portion of Class 1/Multipurpose bicycle/pedestrian path between Meridian Drive and Kellogg Avenue. This portion was opened for use last spring.

*The San Jose Creek Multipurpose Path - Middle Extent*

The Middle Extent Project lies within the City limits and will construct a separated 8 to 10 foot wide Class I/Multipurpose Path along the west side of San Jose Creek extending from Calle Real to Hollister Avenue. The half mile long middle section is a key segment because it will not only provide a direct link between the proposed northern and southern segments, but will also add a direct connection between Calle Real and Old Town Goleta. Making this connection removes the barriers of the Union Pacific Railroad (UPRR) tracks and the busy US101 freeway.

*The San Jose Creek Multipurpose Path – Southern Extent Project*

The limits of the San Jose Creek Bike Path Southern Extent are from Hollister Avenue (northern limit) to the Atascadero Creek Class I/Multipurpose path (Obern Trail), connecting to the existing path just north of the SR 217 Bridge over San Jose Creek, which is the southern limit of the Project (See Attachment 2). The project is mostly within the City of Goleta but the portion south of Kellogg Avenue along SR 217 lies within the County of Santa Barbara. The City is working in conjunction with the County on the project with the City as the lead agency.

The Southern Extent portion of the Path will consist of 5-foot Class II bike lanes along Kellogg Avenue from Hollister Avenue to the Ekwil Street Extension intersection. The separated Class I/Multipurpose path begins at the Ekwil Street Extension intersection. The 10-foot path crosses over the San Jose Creek Channel and continues parallel to SR 217 along the west side shoulder. The Path will be an 8-foot wide paved section with 2-foot graded shoulders and separated from SR 217 traffic lanes with a concrete barrier. The Path will be located within Caltrans right-of-way. North of the SR 217 Bridge over San Jose Creek, the Path will cross underneath SR 217 in a tunnel/culvert. The Path will then connect to the existing Class I/Multipurpose Atascadero Creek/Obern trail on the east side of SR 217. (See Attachment 2)

The County of Santa Barbara recently completed the construction of the Goleta Beach Park Bridge Replacement (2018). The County's bridge improvements include a separated sidewalk, and a Class 1 bike path which improved public access to the Goleta Beach Park

for pedestrians and bicyclists. The Southern Extent project will provide a connection to Goleta Beach and the new bridge.

Caltrans is currently in Conceptual Design and Environmental Review for the replacement of the SR 217 Bridge over San Jose Creek. Ideally, the construction for San Jose Creek Multipurpose Path can take place at the same time as the Caltrans bridge replacement project. One project is not dependent on the other and each could be constructed separately, however impacts to traffic on SR 217 would be minimized with concurrent construction schedules. The Southern Extent project is also currently in the Conceptual Design and Environmental Review phase. Public Works has been working closely with Caltrans to coordinate the projects and synch up the project schedules.

Public Works submitted a grant application to Cycle 4 of the Active Transportation Program (ATP) for design and construction of both the Middle Extent (portion from Calle Real to Armitos Ave) and Southern Extent projects. The grant application requested approximately \$18 million in ATP grant funds and committed \$2.3 million as local leveraging (matching) funding. It was necessary to begin work on these phases, particularly for the Southern Extent Project, to avoid delaying the project schedules while waiting for ATP funding to become available. As such, the local funds committed to the early phases of the projects were identified as leveraged funds in the project grant application. The San Jose Creek Multipurpose Path Project application was successful and the project was awarded \$14 million in ATP grant funding at the CTC meeting on January 30, 2019.

Public Works staff has been diligently working on the Path Project for the last several years to move forward with the Southern Extent Project. Some of the more recently completed activities are shown in the following table:

<b>Project Segment</b>	<b>Activity</b>	<b>Date</b>
Southern Extent	Submitted PIF and TPSIS forms to Caltrans	April 17, 2018
Southern Extent	Meeting with Caltrans to discuss project moving forward – submitted letter of intent to enter Cooperative Agreement	June 13, 2018
Southern Extent	Submitted Letter of Intent to enter into a Cooperative Agreement with Caltrans	June 14, 2018
Southern Extent	Draft Cooperative Agreement from Caltrans for PID Phase	November 2018
Middle and Southern Extent Combined	Submitted ATP application for design, right-of-way and construction of both Southern Extent and Middle Extent Segment 2	July 31, 2018
Middle and Southern Extent Combined	Field Review with Project Team, County, SBCAG, Caltrans Design, Caltrans District 5 Local Assistance, and Caltrans HQ Local Assistance/ATP Program Managers	December 10, 2018
Middle and Southern Extent Combined	CTC awarded \$14 million in ATP grant funds to San Jose Creek Multipurpose Path project. Committed to continue to work to find additional \$4 million.	January 30, 2019

**DISCUSSION:**

The San Jose Creek Multipurpose Path Project is in the City of Goleta. However, the work will be performed within the Caltrans right-of-way. For the Southern Extent project, work is primarily in the Caltrans right-of-way along SR 217 and crossing beneath SR 217 at the Project's southern limit. Because Caltrans is one of the reviewing and approval agencies, the project development process will be slightly different from a City project. A typical City project delivery process consists of Conceptual Design, Environmental Review & Right-of-Way, Design, and Construction. The equivalent Caltrans process consists of: Project Initiation Document (PID), Project Approval and Environmental Documentation (PA&ED), Right-of-Way (R/W), Plans, Specifications, and Estimate (PS&E), and Construction phases. The following table shows a simplified comparison between a typical 4 step City project delivery process and the Caltrans delivery process.

City Process	Caltrans Process
Conceptual Design	Project Initiation Document (PID)
	<ul style="list-style-type: none"> <li>Project Study Report - Project Development Support" (PSR-PDS) or PSR (Caltrans projects) / PSR Equivalent (local agency projects)</li> </ul>
Environmental Review & Right-of-Way	Project Approval and Environmental Documentation (PA&ED)
	<ul style="list-style-type: none"> <li>Draft Project Report</li> </ul>
	<ul style="list-style-type: none"> <li>Environmental Studies and Environmental Document</li> </ul>
	<ul style="list-style-type: none"> <li>Final Project Report (Project Approval)</li> </ul>
	Right-of-Way (R/W)
Design	Plans, Specifications and Estimate (PS&E)
Construction	Construction

The San Jose Creek Middle and Southern Extent projects were combined into one project for the purpose of the ATP grant application, however, the ATP portion of the project development process does not begin until the Design, R/W, and Construction phases. The Middle and Southern Extent projects will remain separate for the Conceptual Design and Environmental Review phases to streamline the project development and to accelerate each Extent Project through the preliminary phases of the work.

**Southern Extent**

For the Southern Extent project – the project location within Caltrans R/W requires that the project conform to the Caltrans Project Development Process. The main pre-ATP funding phases and components are outlined as follows:

- Project Initiation - Project Initiation Document (PID) – The first step in the Caltrans Project Development Process is to provide a PID, this document is either a PSR-PDS or a PSR (Caltrans projects) / PSR Equivalent (local agency projects). A PSR-PDS is the simplest form of a PSR and streamlines the Project Initiation Process. It

does not require the same level of engineering detail as a PSR or PSR Equivalent. The PSR will define and justify the project scope, cost, and schedule. Per ATP guidelines, Caltrans will accept an approved ATP application as the PID document and approval of the project application by CTC constitutes approval of the PSR Equivalent. However, concerns have been raised by Caltrans regarding the use of the ATP application as the PID due to the complexity of the project and location within SR 217 R/W, and may still require the City to prepare a PSR Equivalent for the project.

The Project Team has submitted Project Initiation documents to Caltrans in the form of the PIF and TPSIS. Submittal of these documents was the first step to having the project included in Caltrans upcoming FY work plan. The Project team is currently working with Caltrans Headquarters and District 5 Local Assistance on acceptance of the successful ATP grant application as the approved PSR Equivalent for the project. Once accepted, the project will then move into the PA&ED phase.

- Project Approval and Environmental Documentation (PA&ED) – PA&ED for the Project will consist of the following items of work:
  - Conduct Environmental Studies and develop the Environmental Document: ATP funding for the future R/W, PS&E, and Construction phases may include federal funds. In the event that Federal funds are assigned to the project, it will be necessary to prepare both CEQA (Initial Study/Mitigated Negative Declaration (IS/MND)) and NEPA (Categorical Exclusion (CE)) environmental documentation. The project is located in the Coastal Zone and will require coordination with the California Coastal Commission (CCC). Other environmental studies will include hazardous materials, biological resources – Natural Environmental Study (NES), Waters of the US jurisdictional delineation, water quality assessment, cultural resources, and visual impact and noise assessments.
  - Draft and Final Project Report – The draft project report will be prepared parallel to the environmental studies. The project report will build on the information presented in PID (whether a PSR Equivalent or the ATP application) and contains information about the project's background, purpose and need, alternatives investigated, and issues encountered in the engineering and environmental investigations.
  - Community Outreach – Outreach and stakeholder meetings will planned and scheduled as part of the PA&ED process.

Once the environmental studies are complete, and the final ED developed, the final ED is attached to the final PR for project approval by Caltrans. The PR and ED solidify the project scope documenting what is to be built, when it will be built, why it is to be built, what it will cost to build and what are the environmental impacts of building it. After project approval the project then moves to the next phase of detailed design, which is PS&E.

Public Works staff is recommending that Council approve a new professional design services agreement with DHA (Attachment 3) for the purpose of completing the Conceptual Design and Environmental Review (PA&ED) phase tasks for the Southern Extent Project including the PID, ED, and Draft and Final PR and obtaining project approval. The project will be ready to enter into the ATP funded phase where it will be combined with the Middle Extent Project for PS&E, R/W and Construction.

Next Steps

- Execute the Professional Design Services Agreement with DHA for the PA&ED phase of the Southern Extent Project.
- Caltrans to determine the PID – ATP grant application or if a PSR Equivalent be required
- Execute Cooperative Agreement with County
- Execute Cooperative Agreement with Caltrans for PA&ED Phase (or PID phase and PA&ED if a PSR Equivalent is required)
- Prepare and submit PSR Equivalent if required
- Continue coordination with Caltrans and SR 217 Bridge Replacement project
- Continue coordination with Southern California Gas concerning R/W impacts
- Complete PA&ED phase tasks
- Begin coordination for environmental permitting including Coastal Commission, Caltrans and Flood Control encroachment permits, and 401, 404 and 1602 permits if the project has impacts within jurisdictional boundaries of Waters of the US.
- Work with City Community Relations Manager on Public Outreach

**FISCAL IMPACTS:**

The following table shows the anticipated current costs for funding for the Conceptual Design and Environmental Review (PA&ED) phase for Southern Extent Project.

Project Components	Estimated Costs	Funding Source	Funding Amounts
PA &ED	\$1,436,017	GTIP	\$1,540,000
PA&ED Design Support *	\$103,983		
Subtotal	\$1,540,000	Subtotal	\$1,540,000
<b>Totals</b>	<b>\$1,540,000</b>	<b>Totals</b>	<b>\$1,540,000</b>

\*staff time for project support

The Drake Haglan and Associates agreement for the Southern Extent of the San Jose Creek Multipurpose Path Project is for an amount not to exceed \$1,436,017, plus \$103,983 for design support for a total of approximately \$1.54 million. The current FY 18/19 available budget has a balance of \$1,524,707, as shown in the table below.

<b>San Jose Creek Bike Path –South and Middle Segment Project Budget FY 18/19</b>				
<b>Account</b>	<b>Fund Type</b>	<b>FY 18/19 Adopted Budget</b>	<b>YTD + Encumbrance</b>	<b>Available Budget</b>
220-5-9006-706	GTIP	\$1,567,939	\$53,381	\$1,514,557
305-5-9006-706	RSTP	\$10,150	\$0	\$10,150
<b>Total</b>		<b>\$1,578,089</b>	<b>\$53,381</b>	<b>\$1,524,707</b>

An additional \$400,000 from GTIP funds is included in the FY 19/20 budget, increasing the overall available budget to approximately \$1,924,707. Sufficient budget is available to support the contract amount and estimated design support. No additional appropriation is recommended.

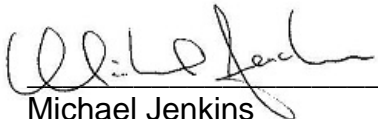
There are no fiscal impacts associated with the project update.

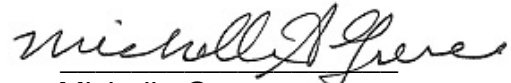
### **ALTERNATIVES:**

Council may elect not to authorize the professional design services agreement with DHA for the Conceptual Design and Environmental Review (PA&ED) phase of the Southern Extent project at this time and delay to the future. However, delaying this phase of the project could potentially lead to a delay in the overall project and jeopardize ATP grant funding.

**Legal Review By:**

**Approved By:**

  
Michael Jenkins  
City Attorney

  
Michelle Greene  
City Manager

### **ATTACHMENTS:**

1. San Jose Creek Multipurpose Path Overall Project Map
2. San Jose Creek Multipurpose Path Southern Extent Project Limits and Layout
3. Agreement for Professional Design Services between the City of Goleta and Drake Haglan and Associates, Inc. for the San Jose Creek Multipurpose Path Southern Extent Project.





## **ATTACHMENT 1**

### **San Jose Creek Multipurpose Path Overall Project Map**

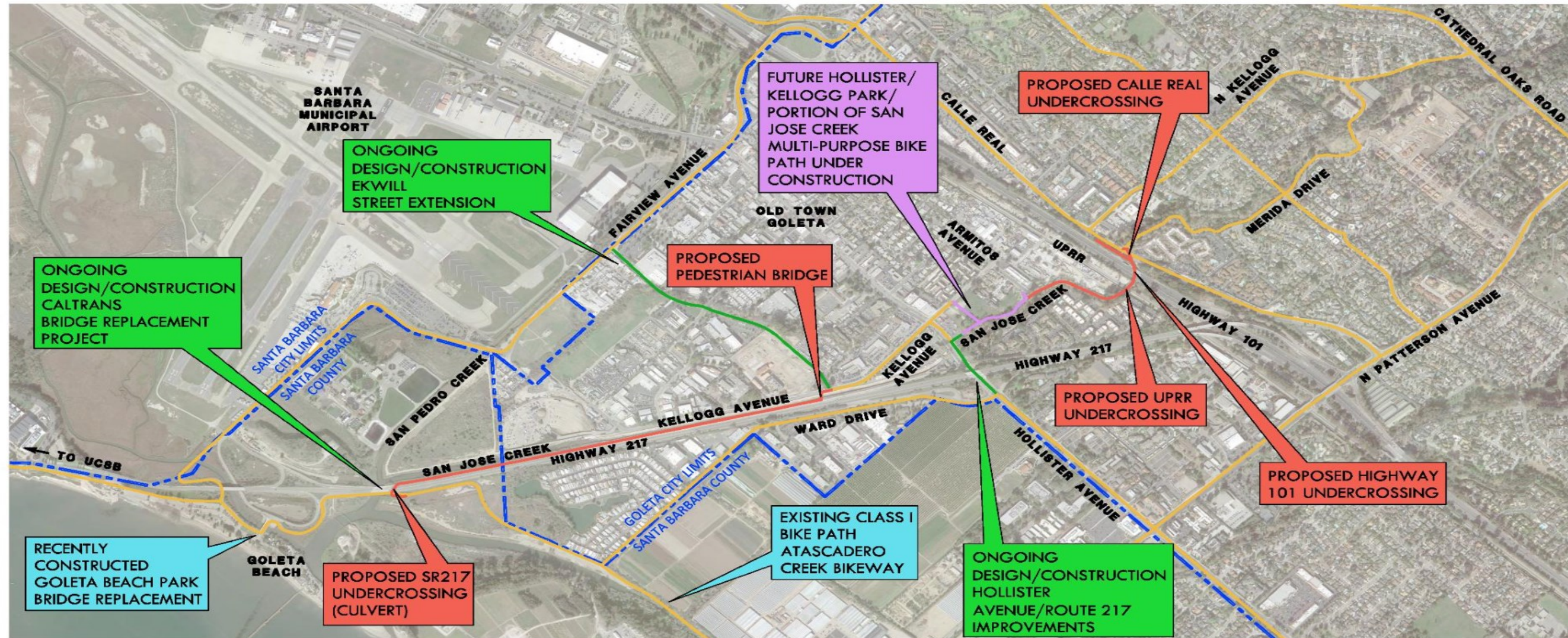


**LEGEND:**

- EXISTING FACILITIES
- PROPOSED SAN JOSE CREEK MULTI-PURPOSE BIKE PATH
- FACILITIES UNDER CONSTRUCTION
- OTHER ONGOING DESIGN/CONSTRUCTION FACILITIES (NOT A PART OF THIS PROJECT)



**05-Goleta-01  
Attachment D**



**SAN JOSE CREEK MULTIPURPOSE PATH (EXISTING AND PROPOSED CONDITIONS)**



SCALE= 1"=500' 0 250 500 Feet



JULY 2018



**ATTACHMENT 1**

**Overall San Jose Creek Multipurpose Path Layout**



## **ATTACHMENT 2**

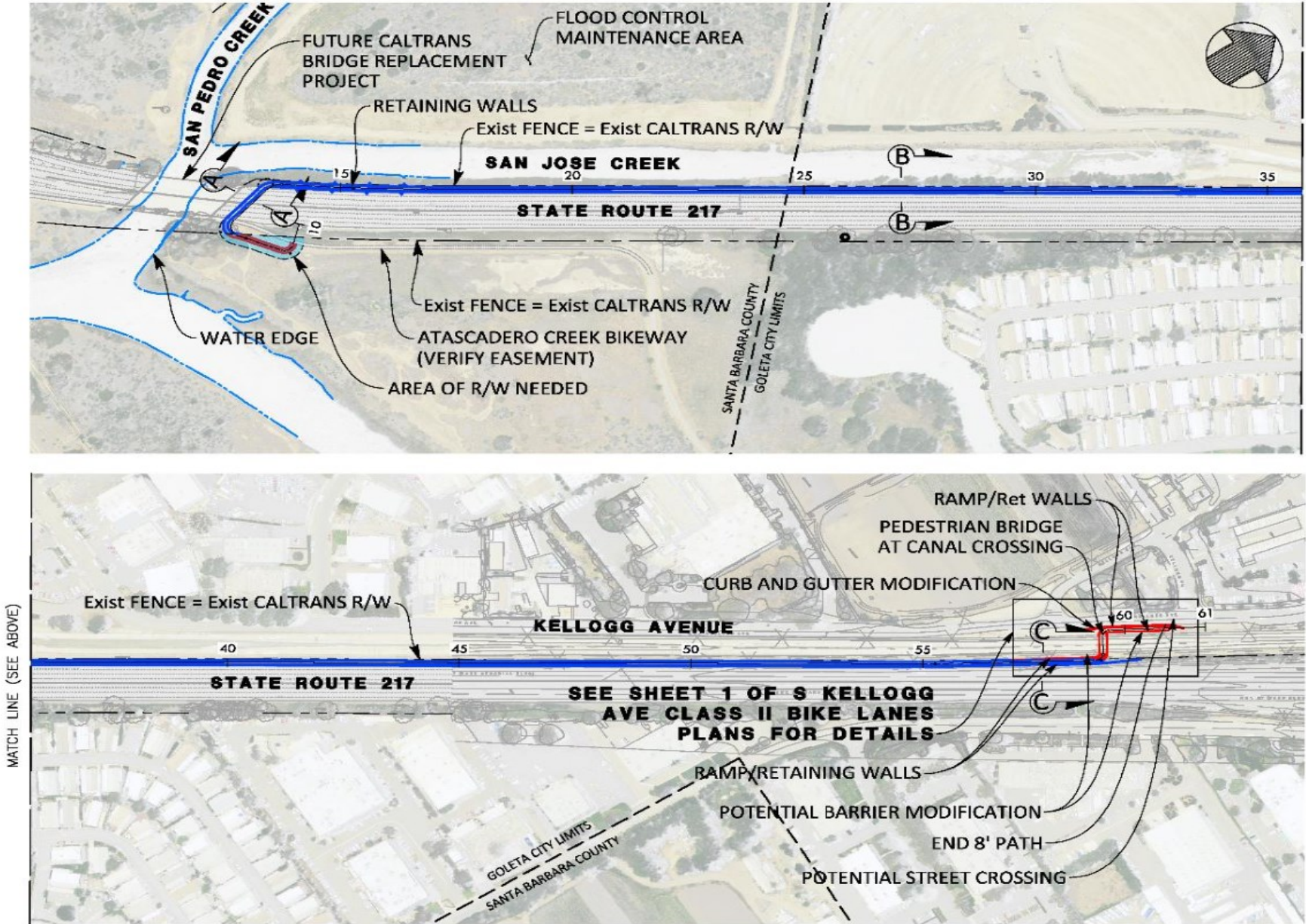
San Jose Creek Multipurpose Path Southern Extent Project Limits and Layout

**LEGEND:**

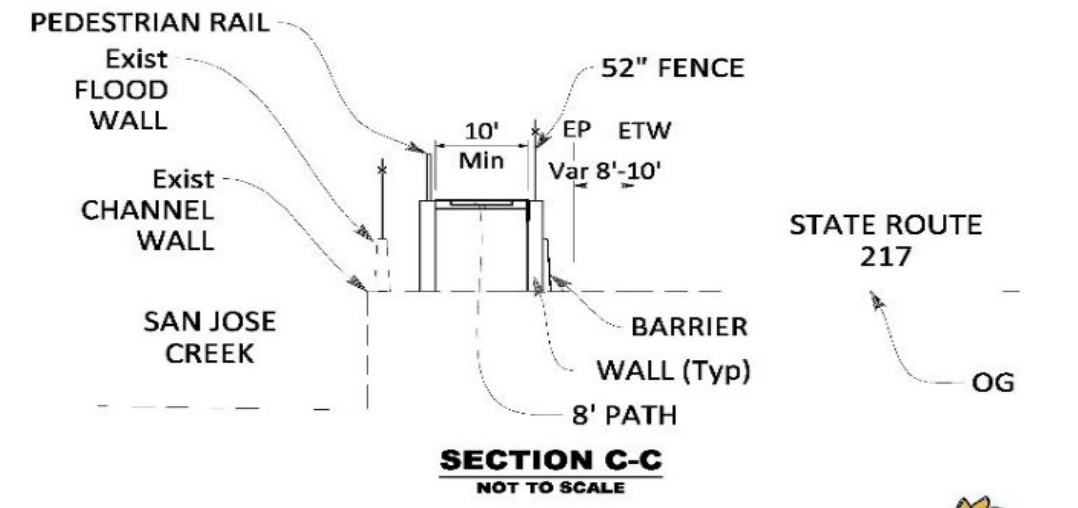
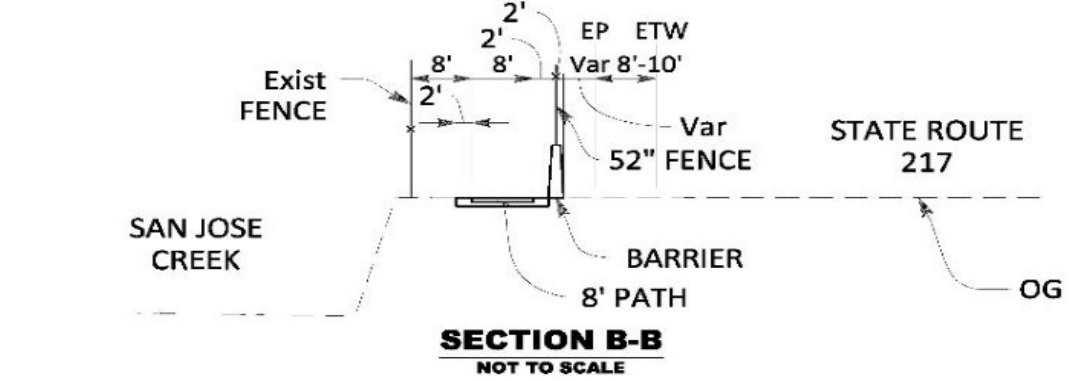
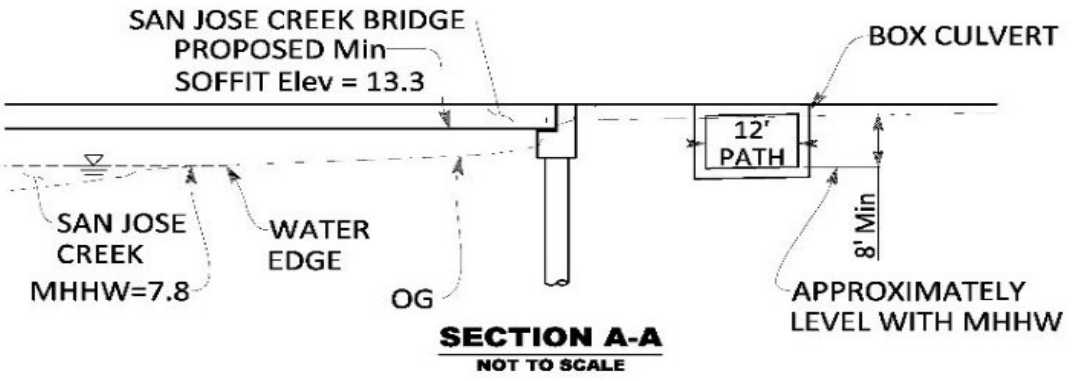
- IMPROVEMENTS WITHIN CALTRANS R/W
- IMPROVEMENTS OUTSIDE CALTRANS R/W

**AREA OF R/W NEEDED**

6908± SQFT



MATCH LINE (SEE BELOW)



**SAN JOSE CREEK MULTI-PURPOSE BIKE PATH - SOUTHERN EXTENT**

SCALE= 1"=150' 0 75 150 Feet



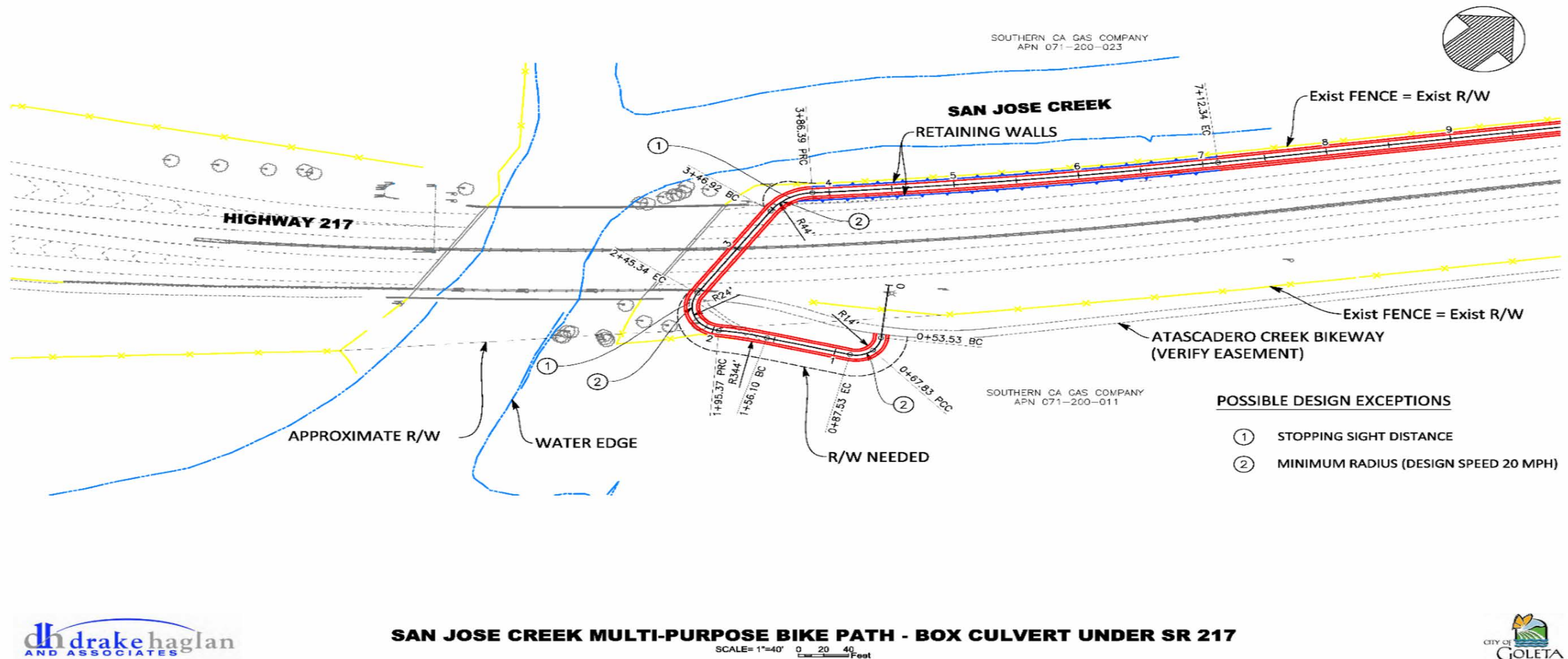
JANUARY 2019

**ATTACHMENT 6**

**San Jose Creek Multipurpose Path Southern Extent Layout**







## ATTACHMENT 6

### San Jose Creek Multipurpose Path Southern Extent Layout

Tunnel/Culvert Undercrossing of SR 217 and Connection to Existing Atascadero Creek/Obern Trail

### **ATTACHMENT 3**

Agreement for Professional Design Services between the City of Goleta and Drake Haglan and Associates, Inc. for the San Jose Creek Multipurpose Path Southern Extent Project.





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

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") is made and entered into this 5<sup>th</sup> day of March, 2019, 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 San Jose Creek Southern 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**, the CITY procured these services in compliance with Goleta Municipal Code Section 3.05.240. 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 based selection; and

**WHEREAS**, the City Council, on this 5<sup>th</sup> day of March, 2019, 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 engineering services in conjunction with San Jose Creek Southern Extent Project. Services shall generally include conceptual design and environmental services to provide project approval and environmental documentation (PA&ED) for the implementation of a new multipurpose bicycle/pedestrian path to be constructed south of Hollister Avenue

adjacent to and crossing under State Route 217 near the bridge crossing of San Jose Creek, as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

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

### **3. COMPENSATION AND PAYMENT**

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$1,436,017 (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, 2022, 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 Manager. 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, 2022 unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

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

- Parikh Consultants, Inc. – Preliminary Geotechnical Report, Gary Parikh
- Hamner, Jewell and Associates – Right of Way Data Sheets, Lillian Jewell
- Avila and Associates – Hydraulic Modeling, Catherine Avila
- MNS Engineers, Inc. – Topographic and Right of Way Survey, Mark Reinhardt
- Y&C Transportation Consultants, Inc – Lighting Concept, Dan Yau
- GHD – Traffic Analysis, Jim Damkowitch

**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 \$1,000,000 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. October 2018), 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.

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

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

## CONSULTANT

**Craig Drake, Chief Financial Officer**

**Dennis M. Haglan, President**

*[Handwritten signature]*

City of Goleta  
Department and Consultant Name  
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## **EXHIBIT A SCOPE OF WORK**

The purpose of the project is to provide project approval & environmental documentation (PA&ED) for the project

### **Scope Assumptions:**

1. This scope of services assumes that a project report would be required by Caltrans to transmit the PA&ED. A PSR-PDS/PEAR is included in this scope of services as an optional task. In the event a PSR-PDS/PEAR is required by Caltrans, this would be prepared prior to completing the PA&ED.
2. The environmental documentation for this project is for CEQA approval only. NEPA clearance is included as an optional task, should federal funds become available for this project.
3. It is assumed that the CITY will be the lead agency for CEQA and should federal funds become available, Caltrans will be the lead agency for NEPA. This will be confirmed during the project kick off meeting.
4. Operational Air and noise impacts are not anticipated with the trail project. However, Noise and Air Quality construction impact analyses are included as part of this scope of services.
5. It is assumed that a Concept Approval Report is not required for the trail project within Caltrans right of way. However, an encroachment exception shall be required.
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 and Caltrans oversight team.

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 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 Santa Barbara County, a representative of SBCAG, and a representative from Caltrans District 5 Design.

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

CONSULTANT shall facilitate combined project status / PDT meetings at the CITY of Goleta offices at key milestones or as needed (up to 10 meetings). The meetings shall include a discussion of project issues including schedule, funding and project design issues. For each PDT meeting, CONSULTANT shall arrange for the appropriate participants to attend, prepare a meeting agenda in consultation with the CITY Project Manager, and distribute the agenda to the attendees prior to the meetings. CONSULTANT shall distribute draft meeting minutes to each of the attendees for review and comment within one (1) week of each meeting. CONSULTANT shall allow one (1) week for comments from the attendees and shall distribute final meeting minutes within one (1) day of receipt of attendee comments.

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

## **1.3 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 California Coastal Commission Coordination**

CONSULTANT shall lead the coordination with the California Coastal Commission through the development of the Project Report. CONSULTANT shall attend up to three (3) face to face focus meetings. CONSULTANT shall prepare correspondence and

exhibits needed to communicate and coordinate proposed improvements with the California Coastal Commission.

### **1.5 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/Coordination Meeting
- Project Information Binder
- Correspondence and Exhibits to Coordinate with California Coastal Commission
- Quality Control Plan
- Project Schedule
- Progress Reports

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

#### **2.1 PSR-PDS Document – Optional**

CONSULTANT shall complete a PSR-PDS level document for up to two (2) alternatives including a no-build alternative and obtain approval from the CITY and Caltrans. The opinion of probable 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.

The following documents are to be completed and submitted as attachment to the PSR-PDS:

- Location Map
- Conceptual Plans

- Conceptual Project Cost Estimate
- Right of Way Conceptual Cost Estimate Component
- Preliminary Environmental Analysis Report (PEAR)
- Transportation Management Plan (TMP) Data Sheet
- Storm Water Data Report (SWDR)
- Risk Register
- Quality Management Plan (QMP)
- Traffic Engineering Performance Assessment (TEPA)
- Transportation Planning Scoping Information Sheet (TPSIS)

#### ***DELIVERABLES TASK 2 - OPTIONAL***

- 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) – Optional**

#### **3.1 PEAR – Optional**

CONSULTANT shall review existing studies, consult databases, conduct windshield surveys of the area within the project limits and consult map resources to gather information to assess potential impacts for the PEAR. The PEAR shall define the project description and purpose and need, as well as identify environmental issues and constraints of the project area. Environmental issues that may require further detailed study shall be documented in the PEAR. The PEAR shall provide information on the project description, define the purpose and need statement that addresses the discretionary actions(s), and recommend the technical study work program based on the current project information and existing project site conditions. Within the PEAR, the project's purpose and need shall provide the basis for the appropriate regulatory guidance documentation for compliance with both NEPA and CEQA. The technical study work program portion of the PEAR shall become the basis for the work scope for the required CEQA and NEPA compliance documentation. A draft and final PEAR shall document the results of the initial environmental resources review as described in the subtasks below and shall identify the appropriate level of technical studies required for the proposed project.

The administrative draft PEAR shall be submitted to the CITY for review and comment. Once comments have been received by the CONSULTANT, and changes have been incorporated, CONSULTANT shall prepare a draft PEAR for submission to Caltrans for review and approval.

#### **3.2 Cultural Resources**

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. Cultural resources technical reports that are anticipated for compliance with Section 106 and CEQA shall be listed.

### **3.3 Biology**

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 biologist shall also review the species lists for the project vicinity from both the U.S. Fish and Wildlife Service (USFWS) and the California Department of Wildlife Service (CDFW) California Natural Diversity Database (CNDDB). The PEAR shall summarize the information obtained during the database investigation and reconnaissance survey and describe existing conditions. The PEAR shall identify specific studies or focused surveys needed, timing issues for conducting the surveys, and required permits, agreements, or approvals to comply with local, state, and federal regulations. The effect of 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. The appropriate level of biological technical report(s) shall be identified.

### **3.4 Air Quality**

CONSULTANT shall conduct a background document review of the study area. The PEAR shall describe the project setting, including existing air quality conditions in the project area, such as the air quality attainment status, and the whether the proposed project is included in the Regional Transportation Plan/Regional Transportation Improvement Plan. CONSULTANT shall also identify if the proposed project construction has the potential to affect the viability or schedule of the project and abatement measures required by the air district or California Air Resources Board. Potential sensitive receptors on the provided base map of the project area shall be identified. The PEAR shall identify anticipated abatement measures, if any, and identify the appropriate level of air quality analysis.

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.

### **3.5 Noise**

CONSULTANT shall conduct a background document review. The PEAR shall identify any circumstances related to noise that have the potential to affect the viability or schedule of the project. Potential sensitive receptors, and their locations in the project study area shall be identified on the provided base map. The appropriate level of noise analysis shall be identified.

### **3.6 Visual and Aesthetics**

CONSULTANT environmental specialist shall conduct a background document review, including a review of the California Scenic Highway Mapping System, and windshield survey of the project area to identify scenic resources in the project area and if the proposed project has the potential for adverse visual impacts, including circumstances that have the potential to affect the viability or schedule of the project. As part of this section of the PEAR, a Questionnaire to Determine Visual Impact Assessment (VIA) Level, as provided on the Caltrans SER, shall be prepared. This information shall be described in the PEAR, along with potential agency permits and approvals. The appropriate level of a visual impact technical report shall be identified.

### **3.7 Land Use, Growth, and Community Impacts**

CONSULTANT environmental specialist shall conduct a background document review and a windshield survey to identify land uses and community impact issues. The evaluation shall be based on the provided base map showing the parcels that could be affected by the project. The PEAR shall generally describe the land uses in the project area, the numbers of structures in the project area, and the number of properties affected by the project, including the number of relocations. Areas of potential impact shall be delineated on the provided base map. The appropriate level of a technical report shall be identified, if found to be necessary.

#### ***Deliverables Task 3***

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

### **Task 4: Topographic and Right of Way Survey**

#### **4.1 Aerial Topographic Mapping**

CONSULTANT shall prepare a topographic map at 1" = 20' scale with 1' contour intervals using aerial photogrammetric methods for a strip of land along State Highway 217 in Goleta beginning approximately 140' north of the intersection of Kellogg Place with South Kellogg Ave., southerly approximately 5,050' to the bridge over San Pedro Creek. The aerial map shall extend on the east to the center of highway 217 and to the west along the west bank of San Jose Creek. The datums used shall be NAD83 and NAVD88.

#### **4.2 Supplemental Fill-in Topographic Mapping**

CONSULTANT shall survey using ground survey methods to locate the edge of paving along the west side of Highway 217 and the fog line or edge of travelled way adjacent to the western EP, as well as taking shots along the top of bank of the creek. Sections with these three elements shall be shot at approximately 50' intervals along the highway corridor.

#### **4.3 Detailed Topo at Proposed Creek Crossing and Bike Path Tie-in Area**

CONSULTANT shall survey key elements within the area of the proposed bikeway bridge



over San Jose Creek. The mapping on the north end shall run about 400' north/south along South Kellogg Avenue and extend from the west back of sidewalk to the eastern channel wall. The fill-in mapping on the south end shall include detailed mapping within the approximately 200'X200' area on the south end of the project.

#### **4.4 Right Of Way Survey**

CONSULTANT shall retrace the rights of way along the same corridor identified above. This shall include the westerly right of way of Highway 217, the easterly and westerly RW of San Jose Creek (County Flood Control Property) and the road rights of way for South Kellogg Avenue, Kellogg Way and Kellogg Place within the aerial map limits.

### **Task 5: Preliminary Engineering**

Preliminary engineering shall be performed for up to two alternatives (including a no-build alternative) identified to a sufficient level of detail so that the environmental studies can be performed. The alternatives shall include conceptual trail typical sections, layout, profile, and culvert and bridge general plans. Preliminary engineering includes areas of disturbance maps, environmental study limits and detailed project descriptions. Conceptual opinion of probable construction cost 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***

- Alternative Exhibits – up to two
- Conceptual Opinion of Probable Construction Cost Estimate – up to two
- 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
- Project Description – Total two (2) descriptions, one (1) for each alternative
- Submittal shall include hard copies and PDF

#### **5.2 Traffic Analysis**

##### **5.2.1 Bicycle Traffic Analysis**

CONSULTANT shall conduct Existing Bicycle Safety Conditions Analysis.

- Bicycle Collision Analysis of five (5) years SWITRS Data.
- Analyze collision patterns in vicinity of the construction project.

CONSULTANT shall conduct Accessibility and Connectivity Assessment.

- Identify impacts/benefits to routes from which bikes are diverted from.
- Identify impacts/benefits to routes from which bikes are diverted to.

CONSULTANT shall Identify Impacts to Highway 217, at and Adjacent to the Construction.

### **5.2.2 Construction Impact Analysis (PA-ED Stage)**

CONSULTANT shall conduct Traffic Operations and Safety Analysis.

- Analysis of traffic operations by time of day, current and forecasted conditions.
- Analyze collision patterns in vicinity of the construction project.

CONSULTANT shall conduct Evaluation of Existing Infrastructure (limitations of the adjacent travel corridor).

- Identify deficiencies.
- Evaluation of the proposed infrastructure, including geometric design and traffic features or elements.

### **5.2.3 Construction Support (TMP Stage)**

CONSULTANT shall develop Traffic Control Plans, (varying plans as the construction progresses).

- Construction Staging Plans.
- Traffic Handling Plans.
- Traffic Management and safety devices, systems and features.

#### ***Deliverables Task 5.2***

- Draft Technical Memorandum of Traffic Analysis – up to two (2) hard copies
- Final Technical Memorandum of Traffic Analysis – up to two (2) hard copies
- Submittal shall include PDF

### **5.3 Preliminary Geotechnical Report**

The San Jose Bikeway project shall require a culvert and adjacent retaining walls to cross under Highway 217 before connecting to the Atascadero Creek Bikeway on the southern limits of the project. The proposed project shall also require a pedestrian bridge and additional retaining walls near the northern limits of the project as the trail ramps up to cross over the San Jose Creek Channel. Based on Caltrans guidelines a Structure Preliminary Geotechnical Report/Memo is required for the APS of the retaining walls to contain 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, 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 217 structure.

#### ***Deliverables Task 5.3***

- Draft and Final Preliminary Geotechnical Report – Two (2) hard copies

- Submittal shall include PDF

#### **5.3.1 Field Exploration Work (Optional)**

As an optional task, CONSULTANT shall perform field exploration work which shall consist of two boring locations. These shall be at the culvert area (35' deep) and at the POC area (50' deep). If this optional drilling work is performed, the borings shall be drilled in areas that do not impede traffic (no traffic control is anticipated for this work). Field work shall comply with local permit requirements. Cost of encroachment permits to perform the borings are assumed to be provided by the City. Laboratory testing shall be conducted and an LOTB sheet shall be prepared. Limited analyses shall be performed to evaluate and recommend the foundation options and discuss potentially fatal flaws/risk in the foundation system.

### **5.4 Preliminary Trail Design**

#### **5.4.1 Geometric Approval Drawings (GADs)**

CONSULTANT shall prepare conceptual plans for up to two (2) alternatives including a no-build alternative. CONSULTANT shall obtain design approval from the CITY and Caltrans and shall produce geometric approval drawings (GADs) and a preliminary opinion of probable construction cost for each of the 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 drainage and lighting.

GAD submittal shall include the following:

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

#### ***Deliverables Task 5.4.1***

- Draft and Final Geometric Approval Drawings – Five (5) hard copies
- Submittal shall include PDF

#### **5.4.2 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

- Conceptual Landscape Plan (Optional)
- Opinion of Probable Construction Cost Estimates

#### **Deliverables Task 5.4.2**

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

#### **5.4.3 Obtain and Review Existing Hydraulic Information from FEMA Library**

CONSULTANT shall request for historical modeling information from the FEMA library. Assuming the results are in a .pdf of a HEC-2 model, Avila shall take the existing HEC-2 model and develop a HEC-RAS model for the existing conditions. Avila shall evaluate the existing HEC model including a) comparing available project topography to historic HEC-2 model cross sections at three locations to determine if the project topography has changed, b) QA/QC the model results to determine if the model results are of a quality to provide reliable results.

#### **5.4.4 Compare Geometry vs. HEC-RAS Model**

CONSULTANT shall add the proposed project geometry to the HEC-RAS model developed in Task 5.4.1 above and outline the water extents and determine if the project could adversely affect the FEMA floodway and Zone AE floodplain.

CONSULTANT shall prepare a Recommendations MEMO summarizing activities that would need to occur during PS&E to be able to determine the impact of the project on the floodway and floodplain. This might include requesting additional survey data and/or completing existing conditions HEC-RAS modeling to update the existing conditions model to a quality model capable of being used to determine project impacts.

#### **Deliverables Task 5.4.4**

- Flood Plain Impacts and Recommendations Memo – Two (2) hard copies
- Submittal shall include PDF

#### **5.4.5 Preliminary Drainage Report**

CONSULTANT shall conduct a preliminary Drainage Impact Study to determine existing hydrology and drainage systems within the Project area. The impact of the Project improvements shall be documented, and recommendations for conceptual drainage improvements shall be included in the report. A planning-level opinion of probable construction cost estimate for drainage improvements shall also be included in the report.

#### **Deliverables Task 5.4.5**

- Draft and Final Preliminary Drainage Report – Two (2) hard copies
- Submittal shall include PDF

#### **5.4.6 Advance Planning Studies (APS)**

The scope and opinion of probable construction costs for structural work of the preferred alternative shall be documented in Advanced Planning Studies (APS). APS shall be prepared in accordance with Caltrans Memo to Designers. Design memos shall be prepared to document unique features of the structure, key assumptions, specific project requirements, and a preliminary assessment of construction constraints. It is anticipated that APS and design memos shall be prepared for the following structures:

- Culvert Undercrossing – CONSULTANT shall prepare an APS for a single cell culvert undercrossing at SR 217.
- Culvert Approach Ramp - CONSULTANT shall prepare an APS for the retaining walls required adjacent to San Jose Creek at the approach to the culvert undercrossing.
- Canal Overcrossing - CONSULTANT shall prepare an APS for the canal overcrossing, including structure work required for the approach to the overcrossing structure.

#### **Deliverables Task 5.4.6**

- Draft and Final Advanced Planning Studies – Five (5) hard copies
- Design Memos – Five (5) hard copies and PDF
- Preliminary Opinion of Probable Construction Cost– Five (5) hard copies
- Submittal shall include 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
- Submittal 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.). 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 the applicable reductions. New and reconstructed impervious area is required to be treated.

Determine the required retention area calculation for Tier 3.

**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
- Submittal shall include PDF

**5.7 Design Standard Decision Documents**

The CONSULTANT shall evaluate the preferred alternative for non-standard features that are identified in the Design Information Bulletin (DIB) 78. The DIB 78 shall be used in conjunction with the Caltrans Highway Design Manual. Design exceptions shall be identified for each alternative in the Draft Project Report.

Once the Draft Project Report has been reviewed and a preferred alignment determined, the CONSULTANT shall prepare Design Standard Decision Documents for identified non-standard features and shall submit to Caltrans for review and approval. The Design Standard Decision Documents shall be prepared in accordance with Chapter 21 of the Project Development Procedures Manual, "Design Standard Decisions". The signed Design Standard Decision Documents shall become an attachment to the Final Project Report.

**Deliverables Task 5.7**

- Draft Design Standard Decision Documents – Two (2) hard copies
- Final Design Standard Decision Documents – Five (5) hard copies
- Submittal shall include PDF

**5.8 Conceptual Landscape Plans - Optional**

If required, CONSULTANT shall prepare conceptual landscape plans and an opinion of probable cost. CONSULTANT shall add a subconsultants as recommended by the CITY to perform this work.

**Deliverables Task 5.8**

- Conceptual Landscape Plans and Opinion of Probable Construction Cost – Two (2) hard copies
- Submittal shall include PDF

**5.9 Transportation Management Plan (TMP)**

Provide a transportation management plan for traffic handling and public awareness during construction phases. The Traffic Management Plan Checklists shall be developed for each alternative.

**Deliverables Task 5.9**

- Draft and Final Traffic Management Plan and Checklist – Three (3) hard copies
- Submittals shall include PDF

## **Task 6: Environmental Documentation and Technical Studies**

### **6.1 Environmental Project Management**

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

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

### **6.2 Purpose and Need and Project Description**

The CITY is the lead agency under CEQA for discretionary actions related to the proposed Project. CONSULTANT shall prepare a purpose and need statement and set of project objectives that addresses the discretionary action(s). The purpose and need and project objectives shall provide the basis for the appropriate regulatory and guidance documentation for compliance with both CEQA and NEPA, pertinent to FHWA regulations, Caltrans' Environmental Handbook and SER. Additionally, CONSULTANT shall prepare a detail project description describing the build alternatives and the no-build alternative.

### **6.3 Hazardous Materials – Phase I Initial Site Assessment (ISA)**

CONSULTANT environmental team shall conduct a Phase 1 ISA in general accordance with Caltrans' procedures provided on the SER to identify hazardous materials issues that could affect the constructability, feasibility, and/or cost of the proposed project. The ISA shall evaluate for the presence of Recognized Environmental Conditions (RECs) and/or Activity and Use Limitations (AULs). Exceptions in the Phase I standard include: 1) no title searches or property appraisals shall be performed for the subject property and vicinity, and 2) no direct interviews of the owners of the subject parcels except for City staff shall be performed. The ISA shall contain a description of the work performed, deviations from normal ISA procedures, a summary of findings, the opinions of the preparer regarding the property or site, data gaps, additional investigation and services recommended, conclusions, and recommendations. Soil sampling and testing for ADL, LBP, NOA and ACMs shall not be performed as part of the Phase I ISA.

### **6.4 Biological Resources – natural Environmental Study (NES)**

CONSULTANT environmental team shall prepare a NES to document biological resources for the project. The CONSULTANT environmental team shall prepare the NES in accordance to the most recent Caltrans guidance template provided in the Caltrans SER.

CONSULTANT environmental team shall conduct a focused presence/absence survey to evaluate the presence of biological resources present in the Project area, and to determine Project effects to those resources. Prior to conducting this survey, the CONSULTANT environmental team shall query the California Natural Diversity Database (CNDDDB), United States Fish and Wildlife Service (USFWS), and California Native Plant Society (CNPS) Online Databases and other literature and database resources pertaining to biological resources in the project area.

The results of the biological surveys shall be documented in the NES and shall include an assessment of project impacts on the biological resources present. Avoidance and minimization measures shall be included where appropriate. The NES shall include a discussion of Project compliance with the following federal laws, acts, and Executive Orders (EOs):

- EO 11990 – Protection of Wetlands
- EO 11988 - Floodplains
- EO 13112 – Invasive Species
- Migratory Bird Treaty Act
- Section 7 of the Federal Endangered Species Act

#### **6.5 Jurisdictional Delineation**

CONSULTANT environmental team shall conduct a Delineation of Waters of the US and State to map wetlands and waterbodies in the project area. The limits of Waters, including wetlands, shall be displayed on a map. Each wetland shall be classified by vegetation community type. CONSULTANT shall compile and present the collected data in a wetland delineation report prepared to the United States Army Corps of Engineers (USACE) standards at the time the delineation is conducted.

#### **6.6 Biological Resources - Biological Assessment (BA) (Optional)**

CONSULTANT environmental team shall prepare the BA if determined to be required to support Section 7 consultation with USFWS needed to determine the potential for the replacement of the bridge to impact federally listed threatened, endangered, or candidate species under the Federal Endangered Species Act (FESA). The BA shall be prepared in accordance to the most recent Caltrans guidance template provided in the Caltrans SER. The BA shall evaluate project effects to federally listed species and identify appropriate avoidance and minimization measures. Sensitive resources documented in the field shall be provided in detailed maps to clearly illustrate species' occurrences and sensitive habitat limits. The BA shall be used to conduct Section 7 consultation with the USFWS. Caltrans shall initiate consultation with the USFWS.

#### **6.7 Water Quality Assessment Technical Memorandum**

CONSULTANT environmental team shall prepare a Water Quality Technical Memorandum in accordance with Caltrans guidelines and requirements provided in the Caltrans SER. The report shall evaluate potential short-term and long-term water quality impacts on San Jose Creek and San Pedro Creek. Potential project impacts associated with construction activities, maintenance activities, and roadway runoff shall be evaluated. Potential causes of erosion, and siltation, and sources of pollutants and the effects of



these substances on the quality of receiving waters shall be evaluated. Mitigation measures, including Best Management Practices specified in Caltrans' Storm Water Quality Handbook - Planning and Design Guide, shall be identified for significant water quality impacts that may occur during construction and/or operation of the new bridge structure.

## **6.8 Cultural Resources**

### **6.8.1 Area of Potential Effects (APE) map**

To define the limit of the study for cultural resources, CONSULTANT shall prepare a cultural Area of Potential Effects (APE) map based on the provided limits of temporary and permanent ground disturbance and other project activities and the proximity of potentially sensitive resources to the project footprint. CONSULTANT shall produce the map in PDF.

### **6.8.2 Archeological Survey Report (ASR) and Historical Property Survey Report (HPSR)**

CONSULTANT shall complete the cultural resource documents for the project pursuant to Caltrans requirements, 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, NEPA, and CEQA. 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 of the California Historical Resource Information System (CHRIS) using the appropriate search radius for this rural location. Records in the Historic Property Data File, California Register of Historic Resources (CRHR), and National Register of Historic Places (NRHP) shall be reviewed, and historic maps, aerial photographs, and other historic documents shall be assessed to determine if historic features or foundations are likely to be present below the ground surface within the APE. 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.

The Native American Heritage Commission (NAHC) shall be contacted to provide a list of Native American and other groups or individuals with potential knowledge of cultural resources in the project area. Native American consultation shall include written letters to the appropriate representatives, and follow-up phone calls shall be made to interested individuals. The CITY will conduct the AB-52 consultations during the CEQA process, as discussed below.

An archaeological pedestrian field survey to identify cultural resources within the Project APE shall be performed. Areas shall be surveyed by qualified pre-historic archaeologists at appropriate transect intervals. An architectural survey shall be conducted in one site visit/research trip to prepare up to two DPR 523 forms for the Project.

A Historic Property Survey Report (HPSR) shall be prepared to address historic resources

and to summarize the findings of the ASR. The ASR and HPSR shall be submitted for CITY and Caltrans 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.

### **6.8.3 AB 52 Consultation**

CONSULTANT shall assist the CITY to satisfy requirements of AB 52 (Gatto, 2014) with respect to preparation of the CEQA environmental documents. CONSULTANT shall collaborate with the CITY to draft letters for CITY approval and distribution. The CITY will initiate consultation with affected Tribes as identified by the Native American Heritage Commission (NAHC). CONSULTANT shall incorporate Tribal responses into the environmental document accordingly. In the event of Tribal consultation, CONSULTANT shall attend consultation meeting(s) with the CITY as requested by Tribe(s). CONSULTANT shall incorporate Tribal participation, suggestions, recommendations, responses to the cultural resources reports and the CEQA environmental document accordingly.

### **6.8.4 Section 106 Consultation**

As part of CONSULTANT's assistance with satisfying the requirements of AB 52 (Gatto, 2014) with respect to preparation of the CEQA environmental documents. CONSULTANT shall collaborate with the CITY to draft letters for CITY approval and distribution which can be combined with the Section 106 consultation upon CITY request. The CITY will initiate consultation with affected Tribes as identified by the Native American Heritage Commission (NAHC). CONSULTANT shall incorporate Tribal responses into the environmental document accordingly. In the event of Tribal consultation, CONSULTANT shall attend consultation meeting(s) with the CITY as requested by Tribe(s). CONSULTANT shall incorporate Tribal participation, suggestions, recommendations, responses to the cultural resources reports and the CEQA environmental document accordingly.

### **6.8.5 Historical Resource Evaluation Report (HRER) (Optional)**

If the project impact area extends into parcels with structures over 45 years old, a Historical Resource Evaluation Report (HRER) shall be required. This optional scope item assumes that at most, three (3) cultural resources shall require recordation. These structures shall need to be evaluated for significance under the National Register of Historic Places (NRHP), the California Register of Historical Resources (CRHR), and the local register. It is assumed a Memorandum of Agreement (MOA) and 4(f) document shall not be needed for this project. A Built Environment Survey shall be conducted and all structures within the APE shall be inventoried to identify the age of each structure or any built-environment features (including historic landscapes) within the area of potential effect (APE) of the San Jose Creek Trail Southern Extent right-of-way and to record and evaluate the significance of those resources exceeding 45 years of age. Caltrans defines the APE as one parcel beyond the area of direct impact (ADI). Large parcels may be limited to the area immediately adjacent to the ADI as approved by Caltrans. Fieldwork shall include photographic and written documentation detailing structural design, architectural detail, and other relevant character defining traits of significant buildings or structures.

## **6.9 Visual Impact Assessment**

CONSULTANT shall complete a Visual Impacts Assessment Guide/Questionnaire as part of the PEAR to help determine if the project has the potential to impact visual resources. The CONSULTANT 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).

## **6.10 Noise Memorandum**

CONSULTANT shall prepare a technical construction noise memorandum. A qualitative analysis of potential construction noise impacts on noise-sensitive uses shall be conducted based on applicable federal and state regulatory requirements. Potential sensitive receptors, and their locations in the project study area shall be identified on the provided base map. The memorandum shall provide a qualitative analysis of construction noise impacts.

### ***Deliverables Technical Studies***

- Administrative Draft Technical Studies – Five (5) hard copies
- Draft Technical Studies – Five (5) hard copies
- Draft Consultation Letters - PDF
- Final Technical Studies – Five (5) hard copies

PDF Electronic copies of each submittal shall also be provided for the technical studies in the form requested by the CITY (i.e., PDF, ftp, CD).

## **6.11 CEQA Initial Study / Mitigated Negative Declaration (IS/MND)**

CONSULTANT shall review available site-specific data, conduct a field visit, and interview relevant parties. Work for this step shall include site and area baseline conditions, characterization and review of the CITY's Environmental Review Guidelines and Environmental Thresholds and Guidelines Manual. It is assumed that an Initial Study / Mitigated Negative Declaration (IS/MND) shall be required to satisfy CEQA.

CONSULTANT shall prepare a detailed schedule for completing the environmental documentation for the project, including clear descriptions of CONSULTANT and CITY roles and requisite document preparation periods, noticing periods, and deliverables. The schedule shall be based on coordination with Caltrans on the processing of the PEAR form.

### **6.11.1 Administrative Draft IS/MND**

CONSULTANT shall prepare an Administrative Draft IS/MND to address both trail construction and long-term operation. The IS/MND shall evaluate the proposed project, including the one build alternative and the no build alternative. The IS/MND shall provide

a detailed analysis describing potential environmental impacts and mitigation recommendations for the proposed project following the CITY's requirements and guidance. The technical studies discussed above shall identify potential environmental issues and shall support the conclusions of the IS/MND. 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; and
- Air quality impacts and greenhouse gas emissions associated with construction.

CONSULTANT shall work with the CITY to determine the preferred format and content for the IS/MND. Should one or more impacts be identified as significant and unavoidable after mitigation, thus necessitating the preparation of an Environmental Impact Report (EIR) under CEQA, a separate scope of work and budget can be prepared for the CITY.

#### **6.11.2 Screencheck Draft IS/MND**

Upon receipt of one round of consolidated CITY review comments, CONSULTANT shall prepare a Screencheck Draft IS/ MND for final approval before public circulation and review. CONSULTANT shall deliver five copies of the Screencheck Draft IS/MND for review and approval.

#### **6.11.3 Public Distribution and Review**

Up to 30 copies of the public review Draft IS/MND shall be provided to the CITY for distribution. CONSULTANT shall work with the CITY to prepare a Notice of Intent to Adopt a Mitigated Negative Declaration and Notice of Availability for an Initial Study for publication in the newspaper of general circulation. This task assumes that the CITY will finalize and distribute this noticing to announce the IS/MND public circulation; however, CONSULTANT can assist the CITY in noticing and distribution if requested. CONSULTANT shall also prepare the required 15 copies for State Clearinghouse and shall hand deliver them to the State Clearinghouse.

#### **6.11.4 Final IS/MND and Mitigation Monitoring and Reporting Program (MMRP)**

At the conclusion of the 30-day public comment period, CONSULTANT shall meet with the City to discuss the comments received and the preparation of the final document. In addition, a Mitigation Monitoring and Reporting Program (MMRP) for CEQA shall be prepared as part of the final document. After the City has reviewed the draft-final IS/MND and draft MMRP, CONSULTANT shall incorporate revisions into the document and submit the Final IS/MND and MMRP. Because of the uncertainty of the number of comments that shall be received, our budget assumes the receipt of approximately ten comment letters with an average of four comments per letter. If there are comments in

excess of this amount, CONSULTANT may request a modification to the budget and schedule.

CONSULTANT shall prepare draft NOD for CITY review and comment. CONSULTANT shall revise as appropriate and return draft of NOD to CITY to file with the County Recorder's Office within five (5) days of approval of the IS/MND (pursuant to CEQA guidelines). CITY Staff will file the Notice of Determination with the County Clerk and the State Clearinghouse. At the time of filing the NOD, the CITY will also pay the CDFW CEQA Document Filing Fee (which is \$2,354.75 effective January 1, 2019).

Meetings: Our scope includes attendance at up to three (3) team meetings with the CITY and up to two (2) public hearings/presentations before the City Council.

#### ***Deliverables For CEQA IS/MND***

- One electronic copy (PDF Format) of the Administrative Draft IS/MND for City review
- One electronic copy (PDF Format) of the Screencheck Draft IS/MND for City review and approval
- Up to 20 copies of the Public Review Draft IS/MND for public distribution
- 15 copies of the Public Review Draft IS/MND to the State Clearinghouse
- One master CD with PDF and word files of the Draft IS/MND, figures, and references
- Once electronic copy (PDF Format) at the Draft Final IS/MND and MMRP for City review
- One electronic copy (PPDF Format) at the Final IS/MND and MMRP for City review and approval
- Up to 20 copies of the Final IS/MND and MMRO

#### **6.12 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. Upon completion of the technical studies and approval of the Final IS/MND, CONSULTANT shall work with Caltrans in preparing the CE required for NEPA. Should studies identify the need to prepare the more time-consuming Environmental Assessment (EA), a separate scope and fee shall be provided to the CITY.

### **Task 7: Community Outreach**

#### **7.1 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.

### **7.2 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 issues that could arise during environmental review and permitting.

### **7.3 Strategic Outreach Plan (Optional)**

CONSULTANT shall work with team to solidify community outreach goals, timelines, events, and overall strategy.

### **7.4 Message Development (Optional)**

CONSULTANT shall review and update project messaging to introduce overall goals, timelines, and development - tell the "story" of the project.

### **7.5 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.

### **7.6 Earned Media Strategy (Optional)**

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

### **7.7 Community Leader & Organization Outreach (Optional)**

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

### ***Deliverables Task 7***

- Meeting Exhibits
- Communication Plan (Optional)
- Meeting Summaries – PDF

## **8. 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 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
- Submittal shall include PDF

**8.2 Prepare Right-of-Way Data Sheets**

CONSULTANT shall prepare R/W Data Sheets for up to two alternatives (build and no build) 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. 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 R/W Data Sheets and Exhibits– Two (2) hard copies
- Final R/W Data Sheets and Exhibits – Two (2) hard copies
- Submittals shall include PDF

**8.3 Longitudinal Encroachment Exception (LEE)**

CONSULTANT shall review the proposed trail alignment and existing and proposed utilities to determine if a Longitudinal Encroachment Exception (LEE) shall be required. CONSULTANT shall coordinate with the utility owners to verify guidelines, right of way, facility work, ancillary equipment, service life, costs and maintenance requirements. CONSULTANT shall also coordinate with the CITY and Caltrans District 5 Utility Coordinator and designated Oversight staff for concurrence prior to requesting a LEE from Caltrans Headquarters Encroachments Exception Branch. The LEE must be concurred with prior to approval of the Draft Project Report (DPR). CONSULTANT shall add a section in the DPR summarizing the LEE information and include risks in the risk registry. It is anticipated that final LEE approval shall occur after the preferred alternative is selected at final PA&ED.

***Deliverables Task 8.3***

- Draft Longitudinal Encroachment Exception – Five (5) hard copies
- Final Longitudinal Encroachment Exception – Five (5) hard copies
- Submittals shall include PDF

**Task 9: Draft Project Report****(d) 9.1 Draft Project Report**

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

opinion of probable construction costs, and overall impacts of the project. Project Reports are required for projects affecting State highways, regardless of who is paying for, developing, or constructing the project.

#### ***Deliverables Task 9***

- Administrative Draft PR – Five (5) hard copies
- Draft Project Report – Twenty (20) hard copies
- 2nd Draft Project Report – Twenty-five (25) hard copies
- Submittals shall include PDF
- Response to comments

### **Task 10: Select Preferred Alternative**

#### **10.1 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**

#### **11.1 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***

#### **(a) 12.1 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**

### **13.1 Project Report**

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

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

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

### ***Deliverables Task 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 - Fifteen (15) 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.

(a) 14.1 Public Hearing Preparation

(b)

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.