



TO: Mayor and Councilmembers

FROM: Vyto Adomaitis, Neighborhood Services and Public Safety Director

CONTACT: Jaime A. Valdez, Senior Project Manager

SUBJECT: Goleta Train Depot Update and Professional Design Services Agreement with Anil Verma Associates, Inc.

RECOMMENDATION:

Authorize the City Manager to enter into Professional Design Services Agreement with Anil Verma Associates, Inc. for the Goleta Train Depot Project in an amount not to exceed \$2,400,000 with the term of agreement expiring on June 30, 2022 (Attachment 1).

BACKGROUND:

On April 26, 2018, the California State Transportation Agency (CalSTA) notified the Santa Barbara County Association of Governments (SBCAG) that SBCAG had been awarded \$13 million in funding as a result of submitting an application with the City of Goleta under the Transit and Intercity Rail Capital Program (TIRCP).

The Goleta Train Depot Project is the development of a new multi-modal train station adjacent to the location of the existing Amtrak platform with the intent to increase rail ridership. Through the completion of a full-service station, the project will improve connections to bus transit, accommodate transit service to/from the Santa Barbara Airport and the University of California Santa Barbara (UCSB), add new bicycle and pedestrian facilities, and allow accommodation for a potential future additional train storage that will support increased commuter rail needs. These improvements will make the new facility safer, functional, and inviting. The project site is adjacent to the existing Amtrak platform at the northern end of South La Patera Lane.

The existing Amtrak platform lacks connectivity to station users' final destinations, has inadequate parking and transit accessibility, provides limited and marginal restroom facilities, does not have a covered waiting area or food services, has poor pedestrian access to the site, and has poor bicycle access and storage. Developing an enhanced Train Depot will improve services and accommodate future increases in passenger ridership resulting from the Surfliner commuter train between Ventura and Goleta.

The Project addresses the need for improved and expanded multi-modal transit facilities by providing improved parking, bus turnouts, bicycle and pedestrian access, bicycle parking, access to regional rail connections, and first-mile/last-mile connectivity.

On May 31, 2018, the City closed escrow on the purchase of the approximate 2.5-acre property located at 27 S. La Patera Lane for \$6.7M as part of the future Goleta Train Depot Project.

On December 18, 2018, the City Council authorized the Mayor to execute a \$12.2M Funding Agreement between SBCAG and the City regarding the 2018 TIRCP grant.

On January 15, 2019, the City Council authorized the City Manager to enter into a Professional Services Agreement with Rincon Consultants, Inc. for the preparation of the Station Area Master Plan (SAMP) for the Goleta Train Depot as required under the 2018 TIRCP grant.

DISCUSSION:

The 2018 TIRCP grant application envisioned the Goleta Train Depot building will be approximately 8,000 square feet. It will include a lobby, electronic ticketing area, waiting room, café, community meeting room, restrooms/shower/changing facilities, bike storage and baggage storage lockers. The Goleta Train Depot project includes the acquisition of one or more electric shuttle vans for use in providing a shuttle service between the Airport as well as other destinations, and the Train Depot.

Station Area Master Plan (SAMP)

One of the key work products the TIRCP grant requires is the completion of a SAMP for the Goleta Train Depot Project. The TIRCP application stipulates the following elements will be included in the SAMP:

- Working with City of Goleta and City of Santa Barbara, host an internal workshop led by the City of Goleta, to identify development objectives and goals within a mile radius of Goleta Train Depot.
- Host public meetings to seek input on Station area development objectives and needs.
- Prepare Draft Station Area Master Plan.
- Host public meetings to review Draft Station Area Master Plan.
- Prepare Final Station Area Master Plan.

More specifically, the SAMP will identify parameters that can guide the scope of a multi-modal train station at the existing Amtrak platform, with the intent to increase rail ridership and reduce Greenhouse Gas (GHG) emissions in the City. A public outreach program has been implemented successfully securing input from the public on the plan. Community stakeholder meetings taking place on May 2nd and May 8th in addition to the stakeholder meeting for relevant agencies that took place on March 21st.

Staff expects completion of the final SAMP in June of 2019 and the results will be used in the next stage of the Goleta Train Depot Project's development. Connections to UCSB and existing Santa Barbara Metropolitan Transit District (MTD) bus routes are essential to the future success of the train station and will be discussed in the SAMP. An initial draft of the SAMP has been completed by Rincon Consulting and it is currently under internal review. The SAMP focuses on the station and land located within a 1-mile radius of the station and the train station's potential as a multi-modal hub, and the accessibility and connection improvements required to achieve this goal.

Preliminary Design/Engineering and Environmental

The primary focus of this staff report is a Professional Design Services Agreement for the Design/Engineering and Environmental components of the Goleta Train Depot Project.

On January 17, 2019, City staff issued a Request for Proposal for Professional Design Services for the Goleta Train Depot Project requiring the following scope of services:

- Preliminary Engineering
- Environmental and all Required Technical Studies
- City Permitting
- Design Architectural (Depot Building)
- Design Civil (Parking, Turnaround, Drainage, Bike Ped access along S. La Patera Lane)

Eight firms submitted proposals, but only the following seven were reviewed as the eighth firm was disqualified due to its late submittal:

- Anil Verma Associates (AVA)
- Stantec
- Drake Haglan & Associates
- AB Design Studio
- Roesling Nakamura Terada Architects
- Kruger Bensen Ziemer Architects
- Bob Easton AIA Architects

Of the seven submittals, the first four firms above were selected for interviews by a panel composed of staff from the City of Goleta and SBCAG. On March 20, 2019, another panel comprised of staff from the City of Goleta and SBCAG interviewed the top four firms and ultimately selected AVA as the best firm to assist in delivering the Goleta Train Depot project. AVA is an internationally respected and award winning architecture firm located in Los Angeles with close to thirty-five years of design experience with a focus on transit facilities. AVA has designed over two hundred train station facilities and was considered the most qualified to deliver the Goleta Train Depot project.

City staff has been working with AVA to refine and clarify the scope of services for both the roadway and building portions of the needed work. Negotiations on contract terms and amounts also took place in April and May and have resulted in the recommended Professional Design Services Agreement (Attachment 1) for Council consideration.

The scope identified in the City's Request for Proposal (RFP), serves to provide a new multimodal train depot just south of the existing Goleta Amtrak train platform site. Project footprint, scope of work, and program elements will remain as shown in the RFP. The scope improvements will be prepared as two separate projects: (1) the roadway and access improvements (Roadway Project) along South La Patera Lane between Hollister Avenue and the proposed depot; and (2) a depot building with waiting rooms and a café, a new parking facility, and accommodations for buses, vanpools, and bicycles (Train Depot Project) at the station site, located south of the existing Amtrak train platform.

In addition, the design of the depot will accommodate opportunities for public art projects both inside and outside the building.

Separate environmental documentation in accordance with the City's 2008 Environmental Review Guidelines will be prepared for the two separate projects. The AVA team will prepare necessary California Environmental Quality Act (CEQA) compliance documentation for these projects. The scope of work and fee estimate are based on AVA's understanding of these projects and existing conditions of the project sites and vicinity, as well as AVA's experience with other municipal projects and on similar projects throughout California.

The cost proposal from AVA is for \$2,357,530. This budget includes preparation of environmental documents for both the depot facility and the bike and pedestrian facilities along South La Patera Lane as well as rail related coordination and an extensive geotechnical assessment. The total budget assigned to these elements is approximately \$800,000, thereby leaving a design budget for the depot facilities of \$1,600,000. The capital construction budget for the depot facility is approximately \$7.5M, consequently, the design budget amounts to 21% of the capital construction cost. Given the complexity of proposed Goleta Train Depot facility, this design budget is considered within industry standards. In addition, AVA is committed to designing their projects to the construction budget.

ALTERNATIVES:

No feasible alternatives exist at this time.

FISCAL IMPACTS:

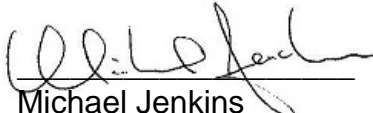
The Professional Design Services Agreement with AVA is based on a \$2,357,530 cost proposal. Staff recommends the not-to-exceed amount be set at \$2.4M to cover any additional unforeseen design changes or need for additional services that may be required. Any additional services needed would be directed by City staff before AVA


would provide services beyond \$2,357,530. AVA will be required to demonstrate all of its costs as it submits its invoices to the City for payment.

An allocation of \$400,000 for FY 2018-19 is currently in place in Fund 321 (TIRCP) for Project Number 9079 (Goleta Train Depot) of which \$250,000 will carryover and is available for use in FY 19-20. An additional allocation of \$680,000 is being requested for FY 19-20. Expenditures of any and all funds related to the TIRCP grant are subject to the Funding Agreement between the City of Goleta and SBCAG. The Funding Agreement's Exhibit B states a not-to-exceed amount of \$12.2M for reimbursement to the City (Agreement No. 2018-023) and is inclusive of design/engineering/environmental work as well as construction. Sufficient budget will be made available to support the contract amount over the course of the next three fiscal years.

Legal Review By:

Approved By:


Michael Jenkins
City Attorney


Michelle Greene
City Manager

ATTACHMENTS:

1. Professional Services Agreement between Anil Verma Associates, Inc. and the City of Goleta regarding the Station Area Master Plan for the Goleta Train Depot

ATTACHMENT 1

Professional Services Agreement between Anil Verma Associates, Inc. and the City of Goleta regarding the Station Area Master Plan for the Goleta Train Depot

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

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") is made and entered into this _____ day of _____, 20____, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **ANIL VERMA ASSOCIATES, INC.**, a California Corporation (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional design services for the Goleta Train Depot 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 by a sealed Request for Proposal solicitation process.

WHEREAS, the City Council, on this 4th day of June, 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 design services in conjunction with the Goleta Train Depot. Services shall generally include architectural, engineering, environmental, surveying 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 \$2,400,000.00 (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 Vyto Adomaitis, Director of Neighborhood Services and Public Safety. 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 within 1122 calendar days following the notice to proceed.

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. Jim Keenan 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 specifically identified key 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.

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 reimbursement of reasonable 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 general 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.

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 on General Liability and Automobile Liability policies. 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) General Liability and Automobile 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

Either party, by notifying the other 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. NONDISCRIMINATION

CONSULTANT shall not discriminate on the basis of race, color, gender, gender identity/expression, pregnancy, sexual orientation, disability, marital status, or any other characteristic protected under applicable federal or state law.

22. 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.

23. 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.

24. 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.

25. USE OF THE TERM "CITY"

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. NOTICES

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

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

TO CONSULTANT: Attention: Anil Verma, President
444 South Flower Street, Suite 1688
Los Angeles, CA 90071

32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

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.

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

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Anil Verma, FAIA, President

ATTEST

Deborah Lopez, City Clerk

Nandini Verma, Secretary

APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

31. NOTICES

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

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

TO CONSULTANT: Attention: Anil Verma, President
444 South Flower Street, Suite 1688
Los Angeles, CA 90071

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CITY OF GOLETA

Michelle Greene, City Manager

CONSULTANT



Anil Verma, FAIA, President

ATTEST

Deborah Lopez, City Clerk



Nandini Verma, Secretary

APPROVED AS TO FORM

Winnie Cai, Assistant City Attorney

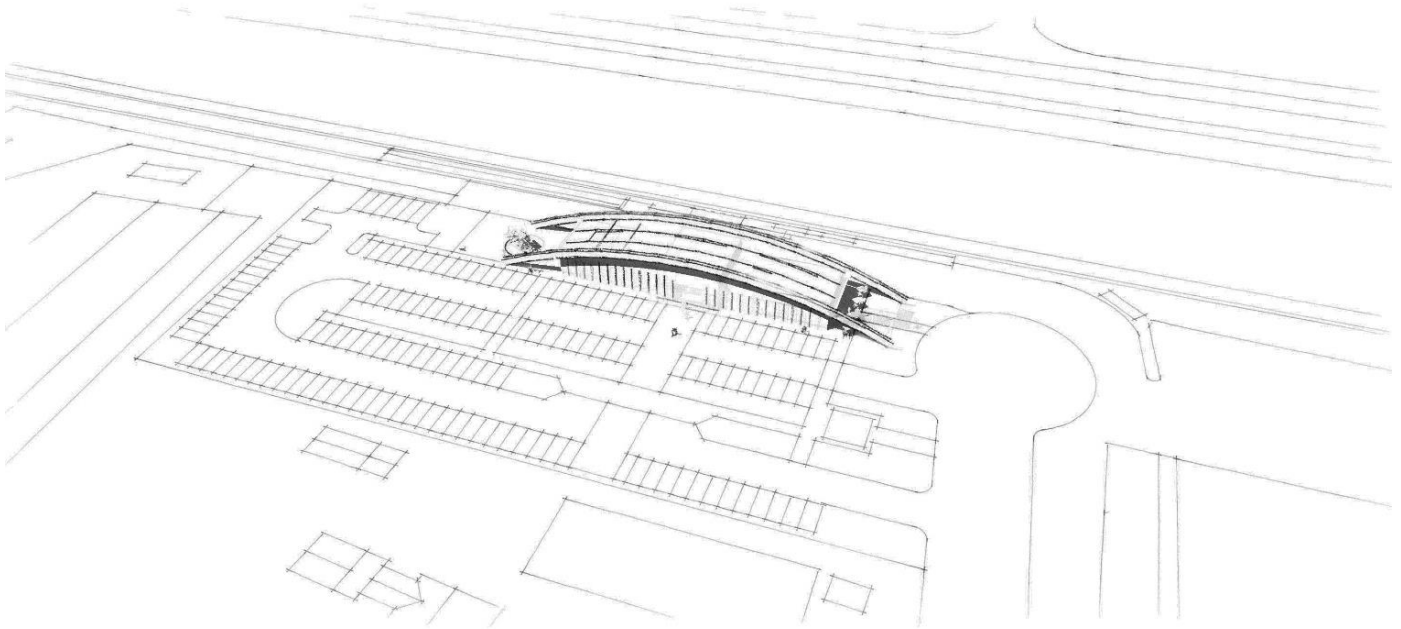
Exhibit A—Scope of Work



THE GOLETA TRAIN DEPOT PROJECT
(Train Depot Project)

And

THE SOUTH LA PATERA ROADWAY IMPROVEMENT PROJECT
(Roadway Project)



SCOPE OF WORK
May 22, 2019

Prepared for: The City of Goleta, Neighborhood Services and Public Safety Department
Prepared by: Anil Verma Associates, Inc.

May 22, 2019

**PROPOSAL
PROFESSIONAL DESIGN SERVICES FOR THE
GOLETA TRAIN DEPOT PROJECT, CITY OF GOLETA, CA**

PROJECT UNDERSTANDING

The scope identified in the City of Goleta's ("CITY") Request for Proposal (RFP) dated 01/17/2019, serves to provide a new multimodal train depot just south of the existing Goleta AMTRAK train platform site. Project footprint, scope of work, and program elements will remain as shown in the RFP. The scope improvements described herein will be prepared as two separate projects: (1) the roadway and access improvements (**Roadway Project**) along South La Patera Lane between Hollister Avenue and the proposed depot; and (2) a depot building with waiting rooms and a café, a new parking facility, and accommodations for buses, vanpools, and bicycles (**Train Depot Project**) at the station site, located south of the existing CITY Amtrak train platform.

The depot building and parking will be located on land owned by CITY located immediately adjacent to the existing platform. The existing site consists of an existing warehouse composing of roughly half of the project site with the warehouse located in the northern middle of the project area. The remaining area is surfaced with either concrete or asphalt pavement. Historically the project site was covered with orchards. The 1953 photograph shows the project site cleared of the orchards with existing warehouse structure shown in the 1967 photograph. The proposed project will not be modifying the existing platform and it is assumed new improvements will be outside of Railroad Right-of-Way. The train depot building will include a lobby, ticketing area, waiting room, café, community room, restrooms/ shower/ changing facilities, bike storage and baggage storage lockers. In addition, the design of the depot will accommodate opportunities for public art projects both inside and outside the building. Anil Verma Associates Inc. ("CONSULTANT") assumes that structural loads will be representative one-story or two-story light-framed construction and that only minor grading will be required.

Environmental documentation in accordance with the City's 2008 Environmental Review Guidelines will be prepared for two separate projects. CONSULTANT team will prepare necessary California Environmental Quality Act (CEQA) compliance documentation for these projects. The scope of work and fee estimate are based on CONSULTANT's understanding of these projects and existing conditions of the project site and vicinity, as well as CONSULTANT's experience on similar projects throughout California.

SCHEDULE 1 – PROPOSED SCOPE OF SERVICES

PHASE 1.PM	PROJECT MANAGEMENT / COORDINATION / ADMIN	Duration: 5 months
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TASK 1.PM.1	PROJECT AND SUBCONSULTANT MANAGEMENT AND QUALITY CONTROL
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Project scope shall be limited to the related items listed in the CITY's Request for Proposal that included the project overview and outline of proposed improvements. The Project Manager (PM) shall conduct, oversee and manage the performance of the work including

- Coordination of the development of the overall work tasks
- Management of the schedule, budget, staff resources
- Reporting work progress and schedule updates to the CITY's Project Manager
- Scheduling, coordinating, and providing minutes of Project Development Team (PDT) meetings.

SCOPE OF WORK

The Project Development Team shall include, but not limited to, the following stakeholders: CITY; Amtrak; LOSSAN, SBCAG, Santa Barbara Airport, SBMTD, and UCSB. Prior to the start of work, CONSULTANT will furnish the subconsultants the appropriate forms, manuals, and criteria to ensure uniformity of all project documents. CONSULTANT's PM will conduct status and review meetings with subconsultants to review their progress, ensure up-to-date information is being used and the appropriate activities are being performed. Subconsultants will submit all studies, reports, and plans to the PM for review of conformity with the project scope of work, directives, applicable codes, design criteria, and any other requirements. The PM will meet with the design team on a periodic basis to establish design tasks and to determine schedule and budget status. Deliverables will be made through the PM. CONSULTANT project team and their respective tasks include:

PACKAGE 1 (Roadway Project)

- **Anil Verma Associates, Inc. (AVA)** - Landscape Architecture, Dry Utilities, and Structural Engineering
- **MNS Engineers, Inc.** – Civil Engineering, Survey/Mapping, Utilities, Drainage, Right-Of Way
- **Rincon Consultants, Inc.** – Environmental Services
- **ENGEO** – Geotechnical Engineering and Hydrology Engineering

PACKAGE 2 (Train Depot Project)

- **Anil Verma Associates (AVA)** has Architectural, Mechanical Engineering, Electrical Engineering, Dry Utilities, Plumbing, Lighting, Landscape and Irrigation, and Structural Engineering services in-house
- **SE Engineering Solutions** – Optional Structural Engineering Support
- **RailPros** – Civil Engineering, Wet Utilities, Grading, Drainage, and UPRR/LOSSAN Coordination.
- **MNS Engineers, Inc.** – Survey/Mapping
- **Rincon Consultants, Inc.** – Environmental Services and Outreach
- **ENGEO** – Geotechnical Engineering, Hydrology Engineering, and SWPPP/SWRCB

CONSULTANT's QA/QC Plan will be developed and submitted to CITY for approval as an independent document. This plan will detail the policies and procedures to ensure that Quality Assurance (QA) procedures are in place and that Quality Control (QC) is performed for each work product and by the design team. Project quality control records will be maintained and provide copies, if requested by CITY. AutoDesk Revit/AutoCAD is anticipated to be utilized as the main design programs.

CONSULTANT shall submit a baseline schedule at the start of the work. The baseline schedule will serve as the basis for monitoring and controlling project activities. The baseline schedule will be reviewed and approved by CITY and PDT members. The schedule shall show the relationship of the project tasks, expected sequence of design, milestone submittals and the effect of any impacts to the overall schedule.

Assumed 5-month period (6/04/19 thru 11/14/19) for up to Task 1.PD Preliminary Design Phase. Preliminary Environmental (11/18/19 thru 5/01/20) shown under Task 1.PE is anticipated to occur concurrently with Task 2.PD (35% Design) and managed under Task 2.PM (Phase2). Overall duration for the Phase 1 project management schedule is anticipated to be a 5-month period **(6/04/2019 thru 11/14/2019)**.

OUTPUT: *Baseline Schedule and Quality Assurance Plan (QAP)*

TASK 1.PM.2 MEETINGS

Coordinate and attend meetings with City staff. CONSULTANT's team shall prepare and provide to CITY, standard meeting notes for discussion related to the scope of services herein. CITY indicated face to face meetings every two months and bi-weekly conference calls. CONSULTANT shall record and document the discussions, decisions and actions agreed to at these meetings. Task specific meetings are identified within the separate tasks. CONSULTANT to schedule risk management workshops with the design team and key stakeholders at key milestones.

SCOPE OF WORK

OUTPUT: Three (3) PDT meetings held at CITY'S offices and nine (9) bi-weekly conference calls. Prepare meeting agendas and minutes, action items list, and decision log for three (3) PDT meetings.

TASK 1.PM.3 PREPARE INVOICES PER CITY SPECIFICATIONS

CONSULTANT'S Project Manager shall provide monthly progress reports as part of the monthly invoice. The progress reports shall address activities and progress within the recent billing cycle and provide upcoming deliverables and actions.

OUTPUT: Monthly progress reports and invoices.

PHASE 1.PD	PRELIMINARY DESIGN	Duration: 5 Months
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TASK 1.PD.1 DEVELOP BASE MAPPING

- A. STRATEGY SESSION / PROGRAM DEFINITION - meet with CITY and project team to understand the site design objectives and opportunities for approval. Establish specific design criteria and preliminary landscape construction budget from the CITY - one meeting.
- B. SITE RECONNAISSANCE - visit the site to observe and photograph existing conditions and neighborhood context. Compare existing conditions against as-built drawings provided by CITY.
- C. REVIEW/ANALYZE DATA – critically review the most recent site plan including the conceptual plans and estimate of probable costs prepared by others. Discuss with CITY staff, so critical information is carried forward. Review CITY as-built and historical documents and studies. Review CITY tract and parcel maps for right-of-way data. Confirm facility locations and configurations. Provide cursory review of accessibility (Americans with Disabilities Act (ADA) and California Building Code (CBC)), drainage, utility, and right-of-way issues. Review/verify existing and required amenities, look beyond the confines of the scope of work area to see if there are any connections that should be recognized, either vehicular, bike or pedestrian. Identify inconsistencies, deficiencies, or any other information necessary to progress the work.
- D. DEVELOP BASE MAPPING – Base Mapping will be prepared using City-provided survey data. CITY provided an ALTA survey for the train depot site. CONSULTANT team will perform the necessary topographic surveying in order to establish vertical and horizontal control, and the Train Depot Project boundary. For the Roadway Package site area, CONSULTANT team will perform both a site topographic survey and mapping. This information will be used to develop a base from which to prepare preliminary design.
 - Additional Topographic Surveying for Train Depot Package site (27 S La Patera Lane). MNS previously performed an ALTA and topographic survey of 27 S. La Patera Lane for CITY. It is anticipated that additional survey may be required for the site design effort. CONSULTANT will perform supplementary survey.
 - La Patera Lane Topographic Mapping & Boundary Retracement: CONSULTANT will perform field surveying and mapping in support of the roadway improvements. CONSULTANT will establish new control on a local basis of bearings and tie to the NAVD88 vertical datum based on local benchmarks. The limits of the survey mapping will generally be the road right-of-way plus 5 feet each side from Hollister Avenue to the end of La Patera Lane at the project site. The intersection of Hollister Avenue and La Patera Lane is included. The survey mapping will include: hardscape, structures, walls, fences, trees, signage and striping, and observable utilities.

Topographic/utility base map will be prepared at a scale of 1-inch=20-feet with 1-foot contour intervals. In addition, CONSULTANT will retrace the westerly right of way boundary. The boundary retrace will be based upon field monumentation and record map information. Acquisition of a preliminary title report will be made if deemed necessary. If needed, CONSULTANT estimates cost of additional services to be from \$5,000 to \$10,000 for a project of this size.

SCOPE OF WORK

- E. CONSULTANT team will initiate contact with the various utilities within the project site to obtain available as-builts and utility maps. During the site visit, visible utility appurtenances will be identified. These features will be checked for consistency with the as-built information obtained from the utility companies. Utility features will be marked for the surveyors to record during the topographic survey. CONSULTANT has included up to 4 potholes and a half-day for the survey crew of \$5,250 which has been included in the fee herein.

OUTPUT: *PDF record of all research and data collection. Field Reconnaissance notes. Topographic Survey in AutoCAD format. Preparation of Utility Matrix showing utilities having facilities in the project area and a listing of items received from the various utilities.*

TASK 1.PD.2A PRELIMINARY DESIGN OPTIONS

CONSULTANT's team will prepare the train depot building and site design addressing the requirements in the environmental document, and will be in accordance with CITY standards, Title 24, and other applicable requirements. CONSULTANT will develop the initial architectural styles for study by providing architectural plan and elevation sketches and comments to aid CITY staff to determine a style for the project. Prepare a collage of development imagery (photos) to describe the project character. The CONSULTANT team anticipates participation in a strategy session, indicated in Task 1.PD.1A to understand the site design objectives. In concert with the CONSULTANT team, determine the constraints, opportunities, general capacities or optimum level of development. CONSULTANT's Structural Engineer will counsel on building form, materials, and structural systems pertaining to suitability of design as related to site conditions, building code requirements, and soils report requirements.

OUTPUT: *Prepare preliminary architectural plans, elevations, and sketches. Prepare imagery collage.*

TASK 1.PD.2B LOW IMPACT DEVELOPMENT DESIGN

CONSULTANT's team will prepare a Standard Urban Stormwater Mitigation Plan (SUSMP) tailored to the project that lists and describes the proposed appropriate stormwater mitigation measures. The SUSMP will be prepared to satisfy National Pollutant Discharge Elimination System (NPDES) requirements and requirements set forth in CITY's Standard Urban Stormwater Mitigation Plan (SUSMP). The Low Impact Development (LID) design will include bioswales and potentially other methods such as bioretention cells to effectively infiltrate/filter the on-site run-off to fulfill the SUSMP requirements and suitable based upon geotechnical investigations. Pervious pavement may be included in areas not subject to bus turning movements. CONSULTANT will analyze the site area to optimize the placement of the LID features to reduce construction costs. It is assumed that CITY will provide necessary proof of ongoing BMP maintenance once the project is complete.

OUTPUT: *Four (4) 8.5"x11" copies of SUSMP submittal for CITY's review. Each submittal will include a map/plot plan showing proposed BMPs. Initial and Final submittal will be provided to CITY.*

TASK 1.PD.2C PRELIMINARY LANDSCAPE PLAN

CONSULTANT will prepare preliminary landscape plans for the project site. CONSULTANT will work closely with CITY Landscape and Maintenance staff in order to provide a preliminary and final design that meets the CITY's requirements.

OUTPUT: *Preliminary landscape plans.*

TASK 1.PD.3A FINALIZE PRELIMINARY DESIGN OPTIONS

Based upon feedback from project stakeholders, CONSULTANT's team will prepare final conceptual designs and sketches to provide a preferred scheme from which to carry forward CITY's design goals. The team anticipated to account for up to two public meetings for the project. All communications with the public or the press will be made by CITY with the CONSULTANT team providing support.

SCOPE OF WORK

OUTPUT: Finalize preliminary architectural plans, elevations, and sketches. Prepare exhibits for outreach.

TASK 1.PD.3B PRELIMINARY DESIGN OPTIONS FOR SOUTH LA PATERA LANE ROAD IMPROVEMENTS

CONSULTANT's team will develop up to five conceptual design options for proposed pedestrian, bike and parking improvements along South La Patera Lane. The options will be presented to CITY Public Works Department for review. CITY Public Works Department will provide direction regarding preferred options for development of 35% design. Potential options include:

- Sidewalk infill: Continuation of what is already built along the corridor.
- Class 2 Bike Lanes: narrow parking and travel lanes. Add curb extensions at intersections and driveways for landscape and storm water infiltration.
- Class 2 Buffered Bike Lanes: remove parking, expand parkway.
- Class 4 Bikeway: narrow parking and travel lanes.
- Class 1 Bike Path: in place of the sidewalk and on-road bike facilities. May add Class 1 with multiple driveway crossings is not optimal.

OUTPUT: Finalize preliminary civil plans and sketches. Prepare exhibits for Public Works Department.

TASK 1.PD.4 GEOTECHNICAL EXPLORATION

CONSULTANT's team will retain a subcontractor with a truck-mounted drill rig to perform three borings in accessible areas of the pavement. Borings will be performed between 5 and 50 feet deep with samples being collected using split-spoon samplers and/or Shelby Tubes, if soft clay is encountered. In discussion with the CITY, work is not intended within UPRR property and necessary borings shall be performed within the existing warehouse building. This requires the use of a limited access drilling rig mobilized out of the Los Angeles or Bay Area as they are not available on the Central Coast. Performing work inside the building also requires additional coordination effort with subcontractors for access. Additional field work will also be performed along South La Patera Lane.

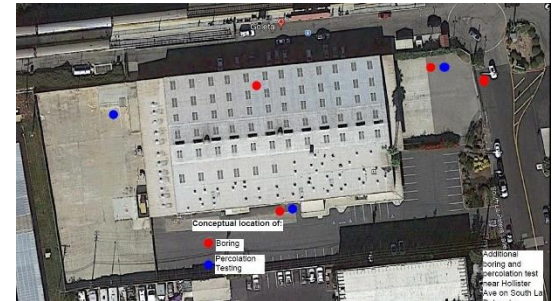


EXHIBIT 1: Proposed Boring Locations

CONSULTANT assumes CITY will facilitate any encroachment permit and waive the associated fee, if any. Borings will be performed in the parking lane and we assume that traffic control will be required. "No Parking" signs will be placed in areas of borings a minimum of 24 hours in advance. CONSULTANT requests that CITY provide towing services in the event that a vehicle is parked in the work area in addition to providing barricades. Due to the depth of the static groundwater level, a drilling permit from the County of Santa Barbara is not anticipated. Borings located in areas of concrete flatwork will require concrete coring/cutting, we have include the cost of a concrete coring contractor in our budget.

We will generally place soil cuttings back into the boreholes with excess spoils being placed in 55-gallon steel drums and stored on-site for about a week prior to pickup. CONSULTANT has assumed, following analytical testing, the soil cuttings to be considered non-hazardous. Boring soils considered hazardous will require an additional fee for disposal. The boring locations will be capped with asphalt cold patch within the street, other locations will be left unpatched as we assume the improvements will be demolished at a later time. The drilling contractor estimates about 2 days to perform the borings in addition to the shallow borings discussed below for percolation testing. CONSULTANT has budgeted for a private utility locator to mark the locations of identifiable utilities prior to field work. An ENGEO engineer or geologist will observe the drilling operations and log the subsurface conditions encountered. Soil samples will be taken at frequent intervals for visual classification and laboratory testing.

SCOPE OF WORK

CONSULTANT will test representative soil samples from the exploratory locations in ENGEO's laboratory to determine some of their engineering properties. CONSULTANT plan to perform moisture-density, sieve analysis, plasticity index, R-value, and limited corrosion tests. Other tests will be performed as necessary.

At this time, the locations and depths of percolation basins are not determined. CONSULTANT proposes to drill and install three percolation test holes to a depth of approximately 3 to 5 feet below the existing grade. The test holes will be located near the deeper geotechnical borings. The boring will be converted to percolation test hole by placing a thin layer of fine gravel at the bottom of the test hole, placing a 3- or 4-inch-diameter perforated pipe in the hole and then surrounding the pipe with gravel. The hole will be pre-soaked overnight prior to testing, with measurement of the percolation rate occurring the following day. We assume the four test locations may be completed in two field days. At the start of the test, the hole will be refilled with water to approximately 12 inches above the pea gravel placed at the bottom of the hole. The water level will be measured on a regular basis until the percolation rates stabilize. Following percolation testing, the perforated pipe will be removed and hole filled with crushed rock and soil and cap the hole with asphalt cold patch within the street.

CONSULTANT will analyze the subsurface conditions and laboratory test results, and prepare a geotechnical a report including field exploration and laboratory data, in addition to the items described below.

- Suitability of the site for the proposed development.
- Assessment of geological hazards at the site and in the general project area.
- Treatment of geotechnical constraints such as loose/soft surface soils, debris flow, landslides, existing fills, compressible soils, expansive soils, liquefiable soils, and lateral spreading, as necessary, based on field exploration results.
- Analysis of potential total and differential settlement due to seismic densification, liquefaction and consolidation, as appropriate.
- Conceptual measures to mitigate hazards, geotechnical constraints, and predicted settlements, as appropriate.
- Site grading recommendations, including fill placement recommendations, utility backfill, and recommendations for site drainage.
- Brief corrosion potential description.
- Foundation design parameters for recommended foundation type(s) and California Building Code (CBC) seismic criteria.
- In Section 20.3.1 of ASCE 7-10 "For structures having a fundamental period of vibration equal to or less than 0.5 seconds, site response analysis is not required to determine spectral accelerations for liquefiable soils." CONSULTANT has assumed a Site Response Analysis is not required by the seismic code. Additional authorization is required before performing the Site Response Analysis.
- Secondary slab-on-grade (flatwork) recommendations.
- Preliminary parking lot pavement recommendations for hot mix asphalt.
- Conventional retaining wall recommendations.
- Stormwater infiltration opportunities

CONSULTANT will prepare a draft report for CITY review and then a final report that addresses CITY comments, if any. The geotechnical report will include a summary of the surface and subsurface conditions, seismicity, laboratory test data, exploration log data, and a site plan showing our exploratory locations and improvement limits. CONSULTANT will respond to CITY comments and provide a final geotechnical report. We have assumed up to 12 staff hours.

OUTPUT: *Draft and Final Geotechnical Report of Investigation; the report will be signed by a California – licensed Geotechnical Engineer and Certified Engineering Geologist.*

SCOPE OF WORK

TASK 1.PD.5 PRELIMINARY ROUGH ORDER OF MAGNITUDE OF COSTS

CONSULTANT's team will prepare a rough order of magnitude for potential construction costs for the project during the preliminary design phase. The construction estimate will include the total cost, and subtotals for each category of work and major work items.

OUTPUT: *Preliminary Cost Estimate.*

TASK 1.PD.6 STAKEHOLDER COORDINATION FOR LOSSAN TRAIN STORAGE PROJECT

LOSSAN will be contracting with Amtrak for that train storage project. CONSULTANT's team shall serve as CITY's consultant/advisor for the LOSSAN train storage project as it relates to that project's impacts on CITY's future project. CONSULTANT team shall review submittals/reports/alternatives from LOSSAN/Amtrak and meet with them - up to three (3) rounds of reviews of materials/meetings. Assumes only one (1) meeting and up to five (5) phone meetings.

OUTPUT: *Provide advisory comments. Provide meeting notes.*

PHASE 1.PE PRELIMINARY ENVIRONMENTAL / TECHNICAL STUDIES Duration: 5 Months

Technical studies necessary for CEQA compliance for the Train Depot Project will be prepared to meet CITY standards. Draft versions of each study will be submitted in electronic form for at least one round of CITY review and then updated based on City comments. Additional rounds of review can be added under a contract amendment. CONSULTANT will submit revised studies submitted to LOSSAN, SBCAG, and Amtrak for review. CONSULTANT team will address additional comments and finalize the technical studies for CITY approval.

TASK 1.PE.1 INITIAL LITERATURE REVIEW AND PROJECT DESCRIPTION FOR TECHNICAL STUDIES

CONSULTANT's team will gather and review available information and data regarding the historic and existing environmental setting of the Train Depot Project site and vicinity. During this effort, any state or federal permit or consultation requirements will be noted. CONSULTANT's team will also prepare the project description, which will fully describe the actions to be undertaken as part of the Train Depot Project, including project limits, proposed demolition and construction activities, staging areas and facilities, disposal and borrow sites required, and utility relocations. The project description will include any additional improvements for the overall station area identified in the Master Plan.

OUTPUT: *Project Description*

TASK 1.PE.2 PHASE I ENVIRONMENTAL SITE ASSESSMENT

CONSULTANT's team will review applicable hazardous materials/waste records, conduct a site reconnaissance, and interview the current property owner to identify potential recognized environmental conditions. CONSULTANT's team will also prepare a Phase I Environmental Site Assessment (ESA) to document findings based on our research. The report will identify whether additional site investigation, including soil sampling and analysis is warranted. CONSULTANT will prepare a draft report for CITY review and then a final report that addresses CITY comments, if any.

(OPTIONAL TASK) - If additional investigations related to hazardous materials/waste are necessary based on findings of the Phase I ESA, CONSULTANT's team will collect and analyze soils from six machine-drilled borings (10ft in depth) and five hand-augured borings (3ft in depth). CONSULTANT will prepare a Phase II ESA report to discuss findings and recommendations based on the analysis of the soil samples. CONSULTANT will prepare a draft report for CITY review and then a final report that addresses City comments, if any. This scope of work and cost estimate are subject to change based on findings of the Phase I ESA.

SCOPE OF WORK

OUTPUT: *Draft and Final Environmental Site Assessment (ESA).*

TASK 1.PE.3 BIOLOGICAL RESOURCES ASSESSMENT

CONSULTANT's team biologists will review relevant literature and databases and conduct a reconnaissance level field survey to assess habitat suitability for special status species. A brief Biological Resources Assessment report to be prepared for potential project impacts and recommended avoidance, minimization, and/or mitigation measures, if warranted. CONSULTANT will prepare a draft report for CITY review and then a final report that addresses CITY comments, if any.

OUTPUT: *Draft and Final Biological Resources Assessment Report.*

TASK 1.PE.4A TRAFFIC STUDY (DATA COLLECTION AND RESEARCH)

CONSULTANT's Traffic Engineer, will provide a traffic study in support of the environmental documentation. CONSULTANT will prepare a draft report for CITY review and then a final report that addresses CITY comments, if any. CONSULTANT will confirm the development description with the project team, work schedule, and assumptions to be utilized in the traffic study. Obtain and analyze the project site plan that illustrates the access scheme to the project site in both hard copy and digital formats. In consultation with CITY staff, prepare preliminary project data (i.e., project trip generation, trip distribution, and all other data required for consideration under the traffic study guidelines) and formalize the Memorandum of Understanding (MOU) detailing the parameters and assumptions of the traffic study and submit for review and comment. The Traffic Engineer will visit the project study area to confirm existing conditions with respect to existing development, site access, parking use, and areas of congestion in order to verify our overall understanding of traffic conditions in the area, which might affect this project. In conjunction with Task 1.PE.4A, confirm the existing roadway striping, traffic control measures, curbside parking restrictions, adjacent intersection configurations, and other pertinent roadway features. Our team will conduct weekday morning (7:00 to 9:00 AM) and afternoon (4:00 to 6:00 PM) manual turning movement counts at up to 10 study intersections to be identified for the analysis in consultation with CITY staff. In conjunction with the manual turning movement vehicle counts, a count of pedestrian and bicycle volumes will be collected during the peak periods. The number and location of the study intersections will be verified with CITY staff prior to commencing the analysis. Conduct 24-hour machine counts at up to four (4) street segments near the project site to be identified for the analysis in consultation with CITY staff. Our team will research data at the CITY, County of Santa Barbara, as well as other recent traffic impact studies prepared for developments in the project vicinity, regarding the status of other proposed developments (related projects) in the area which may contribute cumulative impacts to the adjacent street system and study locations in the vicinity of the proposed project. The compiled list of related projects will be forwarded for review by CITY staff.

TASK 1.PE.4B TRAFFIC STUDY (TRIP GENERATION, DISTRIBUTION, AND ASSIGNMENT)

CONSULTANT will prepare trip generation forecasts for the proposed project for a typical weekday over a 24-hour period, as well as for the commuter AM and PM peak hours. The trip generation forecasts will be derived from trip rates listed in *Trip Generation Manual*, 10th Edition, published by the Institute of Transportation Engineers (ITE) in 2017. The project trip generation forecast will be submitted for review and approval by CITY staff prior to finalization. Assign the forecast weekday AM and PM peak hour trips expected to be generated by the proposed project to the study intersections based on existing and anticipated traffic patterns to and from the project site. The assumed distribution pattern will be submitted for review and approval by CITY staff prior to finalization. Prepare trip generation forecasts for the related projects for a typical weekday over a 24-hour period, as well as for the weekday commuter AM and PM peak hours utilizing the ITE *Trip Generation Manual* publication. The forecast weekday AM and PM peak hour trips

SCOPE OF WORK

expected to be generated by the related projects will be distributed and assigned to the local street system. In addition to related projects, consideration for the utilization of an ambient traffic growth factor for purposes of assessing the trips generated by related projects that are currently unknown. The ambient growth factor to be utilized in the calculations will be confirmed with CITY staff prior to commencement.

TASK 1.PE.4C TRAFFIC STUDY (PROJECT EVALUATION AND MITIGATION MEASURES)

CONSULTANT will prepare AM and PM peak hour Level of Service calculations at the study intersections for the following conditions for the proposed project:

- (a) Existing Conditions;
- (b) Condition (a) Plus Project;
- (c) Condition (b) With Project Mitigation, if necessary;
- (d) Condition (a) Plus Future Pre-Project traffic;
- (e) Condition (d) With Project traffic;
- (f) Condition (e) With Project Mitigation, if necessary;

Utilize the CITY-approved capacity analysis methodologies for the Level of Service calculations. The future background traffic volumes will be forecast by applying a growth factor (typically estimated at 1.0 to 2.0% per year) to the existing traffic volumes and adding traffic from cumulative developments (related projects) in the study area. Prior to initiation of the analysis, we will confirm the traffic analysis conditions with CITY staff. The team shall assess the impact of the project based on the results of the peak hour intersection analyses and application of the CITY's significance criteria. Based on this assessment, determine which intersections (if any) will require improvements to mitigate potential traffic impacts associated with the proposed development to less than significant levels. The team will coordinate with CITY staff to identify potential transportation demand management and roadway improvement measures available to reduce any forecast significant impacts to less than significant levels. Based on this coordination, provide recommended mitigation measures which may include demand management measures, intersection and/or signalization improvements, striping modifications, the addition of auxiliary turn lanes, traffic control/limitations at site access points, etc. The recommended mitigation measures will be described within the text of the report. Should concept plans be required to demonstrate the feasibility of any of the recommended mitigation measures, a contract amendment will be required.

TASK 1.PE.4D TRAFFIC STUDY (SITE ACCESS AND CIRCULATION REVIEW)

CONSULTANT's traffic engineer will review the proposed site plan and provide recommendations to address concerns regarding site access and internal circulation. Provide recommendations regarding the location of site access driveways, the number of driveways, potential turn restrictions, and connectivity with the internal circulation system.

TASK 1.PE.4E TRAFFIC STUDY (CONGESTION MANAGEMENT PROGRAM ROADWAY IMPACT ANALYSIS)

CONSULTANT will prepare an analysis of potential impacts at monitoring location(s) identified in the *2009 Santa Barbara County Congestion Management Program* publication, Santa Barbara County Association of Governments, June 2009. The CMP impact thresholds will be reviewed to determine if an analysis is required and, as needed, an evaluation will be prepared of the potential project impacts on the CMP system. Research transit routes and stops in the project vicinity and prepare an analysis of potential impacts to public transit consistent with procedures outlined in the CMP manual.

TASK 1.PE.4G TRAFFIC STUDY (VEHICLE MILES TRAVELED – VMT - DISCUSSION)

Prepare a qualitative analysis of the project's expected Vehicle Miles Traveled based on guidance provided

SCOPE OF WORK

by the California Governor's Office of Planning and Research (OPR).

TASK 1.PE.4F TRAFFIC STUDY (PREPARATION OF THE TRAFFIC IMPACT STUDY)

CONSULTANT will prepare a draft traffic impact study in report format which details all of the above-mentioned items including our analysis, findings and conclusions. The draft study will be suitably documented with tabular, graphic and appendix material. The draft study will be submitted for review by appropriate members of the project team. If necessary, revise the draft traffic impact study based on project team comments (i.e., one round of revisions assumed) and submit the final report to the CITY.

OUTPUT: *Draft and Final Traffic Study Report*

TASK 1.PE.5 STORM WATER CONTROL PLAN

CONSULTANT's team will provide two Stormwater Control Plan (SCP) for the project in accordance with the Santa Barbara County Stormwater Technical Guide for Low Impact Development, which CONSULTANT understands has been adopted by CITY. This will incorporate infiltration and/or treat and discharge Best Management Practices (BMPs) for the project such as pervious pavements or bioretention. CONSULTANT assumes more than 2,500 square feet of impervious surfaces will be replaced as part of the project. CONSULTANT also assumes that two SCPs will need to be prepared based on the implementation strategy of the City. CONSULTANT will provide an operations and maintenance manual for the proposed BMPs as part of the SCP submittal. CONSULTANT will prepare a draft report for CITY review and then a final report that addresses CITY comments, if any.

OUTPUT: *Draft and Final Stormwater Control Plan*

TASK 1.PE.6 CULTURAL RESOURCES TECHNICAL REPORT

CONSULTANT's team to conduct a records search of known archaeological and historical resources within a 0.5-mile radius of the project site and conduct a pedestrian survey of the project site. CONSULTANT team will prepare a technical report that will discuss the potential eligibility of existing on-site warehouse for significance under CEQA, as it is more than 50 years of age, and mitigation measures, if required. CONSULTANT will prepare a draft report for CITY review and then a final report that addresses CITY comments, if any.

CONSULTANT team will also assist CITY with government-to-government consultation under Assembly Bill AB52 by providing CITY with letter templates and detailed instructions to ensure meaningful consultation with interested Native American groups can be completed in accordance with AB 52. CONSULTANT team can assist with additional AB 52 consultation tasks if directed under a contract amendment.

OUTPUT: *Draft and Final Cultural Resources Technical Report*

TASK 1.PE.7 STORM WATER DATA REPORT

CONSULTANT team's geotechnical consultant will provide a Storm Drainage Technical Report to the team's Environmental Consultants that describes existing site drainage and any modifications proposed as a result of the project for inclusion in the project California Environmental Quality Act document. CONSULTANT will include calculations estimating flow and volumes of stormwater runoff from the proposed project into the City of Goleta storm drain system. Using this data and data provided by CITY, CONSULTANT's team will develop a Storm Water Data Report (SWDR). The Caltrans SWDR 2017 instruction guidance will be used as a template. The SWDR shall include a Vicinity map, Evaluation Form, Risk Determination, Revised Universal Soil Loss Equation, Version 2 (RUSLE2) Summary, and Storm Water Multiple Application and Report Tracking

SCOPE OF WORK

System (SMARTS) attachments. The following are CONSULTANT's assumptions regarding the proposed task:

- *Designation of Short or Long SWDR Form will be determined and provided to CONSULTANT team as part of the Plans, Specifications and Estimate (PS&E) phase.*
- *One round of edits is included; if additional revisions are necessary, they shall be billed on a T&M basis.*
- *Up to 10 hours are assumed for data support on SMARTS. CONSULTANT team assumes CITY will approve a qualified staff member as a data submitter on SMARTS.*
- *For calculating erosion using Revised Universal Soil Loss Equation, Version 2 (RUSLE2), CONSULTANT team assumes pre-graded slope gradients and post construction slope gradients will be provided by the client.*

CONSULTANT will prepare a draft report for CITY review and then a final report that addresses CITY comments, if any.

OUTPUT: *Storm Drainage Technical Report. Draft and Final Storm Water Data Report.*

TASK 1.PE.8 WATER RESOURCE ASSESSMENT REPORT

CONSULTANT (via Rincon) will prepare a water quality assessment report (WQAR) that evaluates the effects of the project on water quality. This WQAR will include a discussion of the proposed project, the physical setting of the project area, and the regulatory framework with respect to water quality. It will also provide data on surface water and groundwater resources within the project area and their water quality health, describe water quality impairments and beneficial uses, identify potential water quality impacts/benefits associated with the proposed project, and recommend avoidance and/or minimization measures for potentially adverse impacts. The potential construction and operational water quality effects of the project will also be assessed. One round of edits is included in our estimate; additional revisions to be billed on a time and materials basis. CONSULTANT will prepare a draft report for CITY review and then a final report that addresses CITY comments, if any.

OUTPUT: *Draft and Final Water Resource Assessment Report*

PHASE 2.PM	PROJECT MANAGEMENT / COORDINATION / ADMIN	Duration: 14 months
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CONSULTANT team will proceed with the 35% phase upon completion of the CITY's review and approval of the preliminary design. The object of the 35% Design will be to:

- a. Ensure the design development address in every respect the CITY's review comments
- b. Advance preliminary design efforts to a 35% Plans, Specifications, and Estimate package including required submittals for reports, matrices, and checklists
- c. Verify constructability and functional feasibility of the proposed design
- d. Confirm that the project's footprint conforms to the Environmental Documents
- e. Confirm if any Right-of-Way acquisition is required.
- f. Identify initial construction work window requirements.
- g. Detail construction phasing plans and identify proposed contractor staging areas.
- h. Prepare a 35% Cost Estimate and materials list.
- i. CONSULTANT's team will prepare a Hydrologic/hydraulic (drainage) study in accordance with CITY's Design Criteria, and all other local standards.

TASK 2.PM.1 PROJECT AND SUBCONSULTANT MANAGEMENT AND QUALITY CONTROL

The Project Manager (PM) shall conduct, oversee and manage the performance of the work. Project quality control records will be maintained and CONSULTANT to provide copies, if requested by CITY. The baseline schedule will be reviewed and approved by CITY and CONSULTANT team members.

SCOPE OF WORK

Assumed a 3-month period (11/18/19 thru 2/20/20) for up to Task 2.PD 35% Design Phase, a 5-month period (11/18/19 thru 5/01/20) for up to Task 1.PE Preliminary Environmental, and an 11-month period (5/04/20 thru 4/8/21) for Environmental Phase. Some of the duration for Phase 2 environmental efforts will occur under Phase 3 Task 3.PM project management calendar. Overall duration for the Phase 2 design and environmental work project management schedule is anticipated to be a 14-month period **(11/18/19 thru 1/18/2021)**

OUTPUT: *Updated Baseline Schedule*

TASK 2.PM.2 MEETINGS

CONSULTANT to coordinate and attend all meetings with CITY staff. CONSULTANT's team shall prepare and provide to CITY, standard meeting notes for discussion related to CONSULTANT's team's scope of services. CONSULTANT shall record and document the discussions, decisions and actions agreed to at these meetings. Task-specific meetings are identified within the separate tasks. CONSULTANT to schedule risk management workshops with the design team and key stakeholders.

OUTPUT: *Seven (7) PDT meetings held at CITY's offices and twenty-three (23) bi-weekly conference calls. Prepare meeting agendas and minutes, action items list, and decision log for seven (7) PDT meetings.*

TASK 2.PM.3 PREPARE INVOICES PER CITY SPECIFICATIONS

CONSULTANT'S Project Manager shall provide monthly progress reports as part of the monthly invoice. The progress reports shall address activities and progress within the recent billing cycle and provide upcoming deliverables and actions.

OUTPUT: *Monthly progress reports and invoices.*

PHASE 2.PD PRELIMINARY DESIGN – DEPOT BUILDING AND SITE WORK Duration: 3 Months

Upon approval of the preliminary design options by CITY and other agencies, CONSULTANT's team shall prepare design development phase documents and submit them to CITY. Separate packages will start to be developed for the Train Depot Package and the Roadway Package.

TASK 2.PD.1 COMPLETE DEVELOPMENT PLANS FOR TRAIN DEPOT PACKAGE / SITE

- A. DESIGN REFINEMENT - based upon the CITY's comments, perform revisions to the design concept to resolve outstanding issues, review input from all team members, and develop a base.
- B. PRELIMINARY DEMOLITION PLANS – prepare preliminary demo coordination plans for the site.
- C. PRELIMINARY CIVIL PLANS - prepare plan drawings for the preferred alternatives and design options. Drawings will include, but not be limited to sidewalk work, hydrology design, and rain garden modification. CONSULTANT team shall provide typical sections.
- D. CONSULTANT's team will prepare a Standard Urban Stormwater Mitigation Plan (SUSMP) tailored to the project that lists and describes the proposed appropriate stormwater mitigation measures. The Low Impact Development (LID) design may include bioswales and/or bioretention cells to effectively infiltrate/filter the on-site run-off to fulfill the SUSMP requirements. Pervious pavement may be included in areas not subject to bus turning movements. It is assumed that CITY will provide necessary proof of ongoing BMP maintenance once the project is complete.
- E. PRELIMINARY ARCHITECTURAL PLANS / SECTIONS / ELEVATIONS – develop typical architectural footprints and representative elevations illustrating the architectural character of the new depot building development incorporating community aspirations and incorporating art if required.

SCOPE OF WORK

- F. PRELIMINARY FINE GRADING LANDSCAPE DESIGN – prepare preliminary grading and drainage coordination plans for landscape and softscape areas for use by the CONSULTANT’s Civil Engineer.
- G. PRELIMINARY HARDSCAPE PLANS and DETAILS- prepare construction plans indicating materials, finishes, colors, and detail call-outs in a schedule.
- H. MATERIALS BOARD – provide preliminary material board indicating colors and finishes.
- I. PRELIMINARY PLANTING PLANS and DETAILS- Prepare preliminary tree planting plans and plant palette legends indicating plant varieties, size, quantity, and locations. Prepare planting details.
- J. PRELIMINARY IRRIGATION PLAN and DETAILS - prepare irrigation diagram indicating zones, mainline routing, and valve locations. Prepare irrigation details of irrigation elements.
- K. PRELIMINARY DEPOT AND SITE LIGHTING PLAN – develop an exterior lighting plan including lighting fixture types and locations. Lighting photometric plan to be prepared in future phase (Phase 3).
- L. PRELIMINARY SIGNAGE AND WAYFINDING – based upon a design analysis and strategy outlining the site needs, constraints and context, provide a unified visual language for open space area signage.
- M. PRELIMINARY STRUCTURAL ENGINEERING – Prepare preliminary structural calculations, conceptual foundation plan, and conceptual structural framing plans.
- N. GEOTECHNICAL AND FOUNDATIONS REPORT – The team will produce a summary memorandum of our findings, conclusions, and recommendations regarding site infiltration capability. CONSULTANT team will produce a calculation package stamped by a registered geotechnical engineer.
- O. DRAFT SPECIFICATIONS OUTLINE - prepare 8½" x 11", typed specifications in the Construction Specifications Institute (CSI) format which describe materials, finishes, and workmanship.
- P. OPINION OF PROBABLE COSTS - prepare an opinion of probable construction costs based upon the 35% complete drawings. This will be prepared using historical costs from recent projects.
- Q. SUBMITTAL - submit technical specification and drawings to CITY for review.

OUTPUT: *35% Complete Development submittal for Train Depot Package including:*

- Preliminary Architectural Plans, Sections, Elevations, and Details
- Preliminary Construction Plans and Details
- Preliminary Irrigation Plans and Details
- Preliminary Signage and Wayfinding Dwgs
- Lighting Plans
- Preliminary Planting Plans and Details
- Geotechnical and Foundations Report
- Preliminary Civil Plans and Sections
- Preliminary foundation and framing plans
- Specifications Outline
- Preliminary Structural Calculations
- Opinion of Probable Costs
- Material Boards

TASK 2.PD.2 REVIEW/APPROVAL OF 35% DEVELOPMENT PLANS

Upon completing the Task 2.PD.1 items described above, CONSULTANT will work with the CITY Engineering and Planning staff to incorporate the agreed upon changes to the design based on Planning Department comments, Development Review Committee, and One-Stop meeting.

OUTPUT: *Comment / Response / Resolution matrix*

TASK 2.PD.3 FINALIZE 35% DEVELOPMENT DESIGN FOR TRAIN DEPOT PACKAGE / SITE

CONSULTANT’s team will address CITY and agency comments and prepare final 35% complete design package and submit to CITY.

OUTPUT: *Revised 35% Complete Development Submittal for Train Depot Package*

SCOPE OF WORK

TASK 2.PD.4 COMPLETE 35% DESIGN FOR S. LA PATERA LANE (ROADWAY PACKAGE)

CONSULTANT's team will prepare civil and landscape drawings, including drainage, sidewalk, bike lanes, planting, etc. and submit to CITY for review. The team will review site for potential utility conflicts and propose resolutions if needed.

- A. DESIGN REFINEMENT - based upon the CITY's comments, perform revisions to the design concept to resolve outstanding issues, review input from all team members, and develop a base.
- B. PRELIMINARY DEMOLITION PLANS – prepare preliminary demo coordination plans for the roadway.
- C. PRELIMINARY CIVIL PLANS - prepare plan and profile drawings for the preferred alternative design option. Drawings will include, but not be limited to sidewalk work, bike lanes, drainage, and wet utilities.
- D. PRELIMINARY PLANTING PLANS and DETAILS - Prepare preliminary tree planting plans and plant palette legends indicating plant varieties, size, quantity, and locations. Prepare planting details.
- E. PRELIMINARY IRRIGATION PLAN and DETAILS - prepare irrigation diagram indicating zones, mainline routing, and valve locations. Prepare irrigation details of irrigation elements.
- F. DRAFT SPECIFICATIONS - prepare 8½" x 11", typed specifications in the CSI format which describe materials, finishes, and workmanship.
- G. OPINION OF PROBABLE COSTS - prepare an opinion of probable construction costs based upon the design development drawings. This will be prepared using historical costs from recent projects.
- H. SUBMITTAL - submit technical specification and drawings to CITY for review.

OUTPUT: 35% Complete Development submittal for Roadway Package including:

- Preliminary Construction Plans and Details ○ Preliminary Planting Plans and Details
- Preliminary Irrigation Plans and Details ○ Preliminary Civil Plans, Profiles, and Sections
- Specifications Outline ● Opinion of Probable Costs

TASK 2.PD.5 REVIEW/APPROVAL OF 35% DEVELOPMENT DESIGN FOR ROADWAY PACKAGE

Upon completing the Task 2.PD.4 items described above, CONSULTANT will work with CITY's Engineering and Planning staff to incorporate the agreed upon changes to the design based on CITY comments at a one-stop meeting. This effort is intended to be concurrent with Task 2.PD.2.

OUTPUT: Comment / Response / Resolution matrix

TASK 2.PD.6 FINALIZE 35% DESIGN FOR S. LA PATERA LANE (ROADWAY PACKAGE)

CONSULTANT's team will prepare revised 35% drawings and submit to CITY for review.

OUTPUT: Revised 35% Complete Development Submittal for Roadway Package

Key Assumptions:

- The Train Depot Site Package and the Roadway Package will be developed separately. The Roadway package is anticipated to be expedited but meetings and coordination will be combined with the Train Depot Package.
- No resubmittal of the 35% is anticipated and comments will be addressed in the 65% submittal.
- Development of a Stormwater Pollution Prevention Plan (SWPPP) (including risk determination, erosion and sediment control plans, etc.) is not anticipated for the Roadway Package.
- Lighting photometric plan to be prepared in future phase (Phase 3).

SCOPE OF WORK

- Heating, Ventilation and Air Conditioning (HVAC) Plans to be prepared in future phase (Phase 3). Mechanical, Electrical, and Plumbing Engineering design shall begin at the 65% PS&E.
- Landscape plans to provide preliminary plant locations and palette. Irrigation design to begin at 65% PS&E.
- Specifications during 35% phase will consist of an outline of Project Specification List.

PHASE 2.E

ENVIRONMENTAL DOCUMENT

Duration: 8 Months

In accordance with the City's 2008 Environmental Review Guidelines, CONSULTANT's team anticipates the Roadway Project will qualify for a Categorical Exemption (CE) and will prepare a Notice of Exemption (NOE) in compliance with CEQA. In the event that our research reveals the need for additional documentation under CEQA, CONSULTANT's team would inform CITY and work out an appropriate arrangement to address a possible scope and budget augmentation. For the Train Depot Project, our team anticipates preparation of an Initial Study (IS) to determine whether the project will require a Mitigated Negative Declaration (MND) or an Environmental Impact Report (EIR) to meet the requirements under CEQA. For purposes of this scope of work and cost estimate, our team has conservatively assumed that the IS will conclude that an EIR will need to be prepared. It is also noted that preparation of an IS not mandatory prior to preparation of an EIR; if CITY determines that an EIR will be required, preparation of an IS can be eliminated from this scope.

TASK 2.E.1 PREPARE NOTICE OF EXEMPTION

CONSULTANT's team will prepare a NOE for the Roadway Project. The NOE will include a brief project description, a finding that the project is exempt from CEQA, citations to the relevant statutes or guidelines sections that apply, and a statement of reasons to support the findings. CONSULTANT team will prepare a brief memorandum to accompany the NOE that describes compliance of the Roadway Project with the requirements of CEQA Guideline Sections 15300, including Section 15300.2, which contains limitations on the use of CEs in certain circumstances. If technical analyses are determined to be necessary to support the findings of the CE, a scope of work and fee estimate to complete that work can be provided accordingly.

CONSULTANT team will transmit a draft NOE and memorandum to CITY for review via email, and address CITY comments on the NOE and memorandum. Pursuant to Section 15062 of the State CEQA Guidelines, the NOE will not be filed until the Roadway Project is approved. This scope of work assumes that CONSULTANT team will deliver the NOE to the County Clerk and State Clearinghouse and pay the County Clerk filing fees. An electronic copy of the NOE will be forwarded to CITY for its records and documentation.

OUTPUT: *Notice of Exemption*

TASK 2.E.2 PREPARE ADMINISTRATIVE DRAFT EIR

Initial Study

CONSULTANT team will prepare an IS for the Train Depot Project, using the CITY's Environmental Thresholds and Guidelines Manual and the latest environmental checklist included in Appendix G of the CEQA Guidelines. CONSULTANT team will address each checklist item, supporting all conclusions with reasoned analysis. Existing documents and studies will be used to the extent practical, and impacts will be quantified where appropriate. CONSULTANT team will produce five hardcopies of the IS for CITY review and will incorporate CITY comments and submit the IS in electronic form to LOSSAN, SBCAG, and Amtrak for review. CONSULTANT team will address additional comments and finalize the IS for CITY approval.

SCOPE OF WORK

Notice of Preparation and Scoping Meeting

The Notice of Preparation of an EIR (NOP) will be circulated along with the IS for the required 30-day public review period. CONSULTANT team will be responsible for circulation of the NOP to the State Clearinghouse, County Clerk, and responsible and other concerned agencies. CONSULTANT team will produce up to 25 hardcopies of the IS for distribution. CONSULTANT team will also be responsible for publishing the NOP in a local newspaper and mailing the NOP to property owners/tenants within 1,000 feet of the Train Depot Project site. The cost estimate assumes that printing, noticing, and postage fees will not exceed \$2,000. CONSULTANT team will also make a brief presentation on the Train Depot Project and environmental review process at one public scoping meeting, and will document public comments regarding the EIR scope.

Administrative Draft EIR

CONSULTANT team will prepare the administrative Draft EIR in accordance with the CEQA Guidelines and CITY requirements. The EIR will include the following sections: executive summary, introduction, project description, related projects, environmental impact analysis, and alternatives. For cost estimating purposes, CONSULTANT team assumes that the EIR will focus on direct, indirect, and cumulative impacts to air quality, biological resources, cultural resources, GHG emissions, hazards and hazardous materials, hydrology and water quality, noise, transportation, and utilities (specifically water supply). In addition to discussing impacts from Train Depot Project construction (including demolition of the existing building and parking lot on the project site), the EIR will focus on the environmental benefits, such as decreased GHG emissions, of the train depot based on increased ridership of trains and the corresponding decrease in vehicle miles traveled. CONSULTANT team will model air quality, GHG emissions, and noise impacts to provide a quantitative analysis. The noise analysis will be based on two 15-minute sound measurements that our team will conduct at the Train Depot Project site to determine baseline noise levels. The EIR will analyze impacts of the “no project” alternative and up to three build alternatives.

CONSULTANT team will produce five hardcopies of the administrative Draft EIR for CITY review.

OUTPUT: *Administrative Draft EIR*

T2.E.3 PREPARE REVISED ADMINISTRATIVE DRAFT EIR

Following receipt of CITY comments on the administrative Draft EIR, CONSULTANT team will incorporate comments and submit in electronic form the revised administrative Draft EIR for LOSSAN, SBCAG, and Amtrak review.

OUTPUT: *Revised Administrative Draft EIR*

T2.E.4 PREPARE FINALIZED DRAFT EIR

CONSULTANT team will incorporate comments from LOSSAN, SBCAG, and Amtrak and submit the finalized Draft EIR in electronic form to the CITY for approval prior to printing and distribution of the Draft EIR for public review.

OUTPUT: *Finalized Draft EIR*

T2.E.5 NOTICING AND DISTRIBUTION OF PUBLIC REVIEW DRAFT EIR

CONSULTANT team will produce 15 hardcopies of the Draft EIR’s Executive Summary (for submittal to the State Clearinghouse), up to 25 hardcopies of the Draft EIR, up to 10 hardcopies of the appendices to the Draft EIR, and up to 50 CDs of the Draft EIR and appendices. CONSULTANT team will prepare the Notice of Availability (NOA) and Notice of Completion for the Draft EIR, and distribute the appropriate documents to

SCOPE OF WORK

the State Clearinghouse, County Clerk, and responsible and other concerned agencies. CONSULTANT team will also be responsible for publishing the NOA in a local newspaper and mailing the NOA to property owners/tenants within 1,000 feet of the Train Depot Project site. The cost estimate assumes that printing, noticing, and postage fees will not exceed \$11,000. CONSULTANT team will attend one public hearing during the public review period.

OUTPUT: *Noticing documentation as described above*

TASK 2.E.6 PREPARE ADMINISTRATIVE FINAL EIR

CONSULTANT team will prepare the administrative Final EIR, including responses to comments received during public review of the Draft EIR and the Mitigation Monitoring and Reporting Program (MMRP) for the Train Depot Project. For estimating, our team has budgeted 160 hours of professional staff time to complete the administrative Final EIR. CONSULTANT team will produce five hardcopies of the administrative Final EIR for CITY review. CONSULTANT team will also prepare the CEQA Findings and, if required, the Statement of Overriding Considerations.

OUTPUT: *Administrative Final EIR*

TASK 2.E.7 PREPARE FINAL EIR

Upon receipt of comments from CITY, CONSULTANT team will prepare and submit the revised administrative Final EIR in electronic form to LOSSAN, SBCAG, and Amtrak for review. CONSULTANT team will incorporate comments from LOSSAN, SBCAG, and Amtrak and submit the finalized Final EIR for CITY approval. Once approved, CONSULTANT team will produce up to 25 hardcopies of the Final EIR, up to 10 hardcopies of the appendices to the Final EIR, and up to 50 CDs of the Final EIR and appendices. CONSULTANT team will distribute the appropriate documents to applicable agencies. The cost estimate assumes that printing and postage fees will not exceed \$10,000.

OUTPUT: *Final EIR*

TASK 2.E.8 CERTIFICATION OF FINAL EIR

CONSULTANT's team will attend one public hearing regarding the certification of the Final EIR. If the Final EIR is certified by City Council, CONSULTANT team will prepare and file the Notice of Determination (NOD) with the State Clearinghouse and County Clerk and provide necessary fees. The cost estimate assumes that fees associated with filing the NOD (including County Clerk processing fee and the California Department of Fish and Wildlife filing fee) not to exceed \$4,000.

OUTPUT: *Notice of Determination*

PHASE 2 ODC's

The following ODC's are included. Any other costs are assumed to be paid for by CITY.

- Travel
- Reproduction & Postage
- Five hardcopies of the administrative Draft EIR for CITY review.
- 15 hardcopies of the Draft EIR's Executive Summary (for submittal to the State Clearinghouse), up to 25 hardcopies of the Draft EIR, up to 10 hardcopies of the appendices to the Draft EIR, and up to 50 CDs of the Draft EIR and appendices.
- 25 hardcopies of the Final EIR, up to 10 hardcopies of the appendices to the Final EIR, and up to 50 CDs of the Final EIR and appendices.

SCOPE OF WORK

PHASE 3.PM	PROJECT MANAGEMENT / COORDINATION / ADMIN	Duration: 14 months
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CONSULTANT will proceed with the PS&E phase (65% to Final) upon completion of the CITY's review and approval of the preliminary design. The object of the Design will be to:

- Ensure the design development address in every respect the Planning Department review comments
- Advance preliminary design efforts to final agency approved and bid ready Plans, Specifications, and Estimate package including required submittals for reports, matrices, and checklists
- Detail construction phasing plans and identify proposed contractor staging areas.
- Prepare Cost Estimates and materials list

TASK 3.PM.1 PROJECT AND SUBCONSULTANT MANAGEMENT AND QUALITY CONTROL

The Project Manager (PM) shall conduct, oversee and manage the performance of the work. Project quality control records will be maintained and provide copies, if requested by CITY. The baseline schedule will be reviewed and approved by the CITY and CONSULTANT team members.

The schedule shall be monitored.

- For Train Depot Package and Site, a 13-month period is assumed (2/15/21 thru 3/17/22) for development of 65% Design, 95% Design, 100% Design, and final bid package.
- For Roadway Package, a 10-month period is assumed (1/18/21 thru 11/23/21) for development of 65% Design, 95% Design, 100% Design, and final bid package.
- For Continuation for Environmental phase and Permitting, a 10-month period is assumed (1/21/21 thru 11/25/21). CONSULTANT team will assist with managing the environmental review process schedule and provide project updates for the environmental analysis for incorporation into the master schedule.

CONSULTANT team will coordinate communication and developing a close working relationship with CITY staff, LOSSAN, SBCAG, and Amtrak. Overall duration for the Phase 3 design and environmental project management schedule is anticipated to be approximately a 14-month period **(1/21/21 thru 3/17/2022)**.

OUTPUT: *Updated Baseline Schedule*

TASK 3.PM.2 MEETINGS

Coordinate and attend all meetings with CITY staff. CONSULTANT's team shall prepare and provide to CITY, standard meeting notes for discussion related to CONSULTANT's team's scope of services. CONSULTANT shall record and document the discussions, decisions and actions agreed to at these meetings. Task specific meetings are identified within the separate tasks.

OUTPUT: *Six (6) PDT meetings held at the CITY's offices and twenty-two (22) bi-weekly conference calls. Prepare meeting agendas and minutes, action items list, and decision log for six (6) PDT meetings.*

TASK 3.PM.3 PREPARE INVOICES PER CITY SPECIFICATIONS

CONSULTANT's Project Manager shall provide monthly progress reports as part of the monthly invoice. The progress reports shall address activities and progress within the recent billing cycle and provide upcoming deliverables and actions.

OUTPUT: *Monthly progress reports and invoices.*

PHASE 3.FD	FINAL DESIGN (BID DOCUMENTS)	Duration: 9 to 12 Months
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Upon approval of the 35% complete design package by the CITY and other public agencies, CONSULTANT's team shall prepare construction documents (plans and specifications) and submit them to CITY.

SCOPE OF WORK

TASK 3.FD.1 PRELIMINARY REVIEW DESIGN REVIEW BOARD (DRB) MEETING

As the design review progresses, CONSULTANT will document all team and stakeholder comments and requirements. This will ensure that upon completion of the DRB process all aspects of the design will conform to the CITY's vision as well as related requirements and standards.

TRAIN DEPOT PACKAGE (BUILDING AND ADJACENT SITE WORK)

Based on the approval of the project from the CITY, CONSULTANT and CONSULTANT project team will prepare plans, specifications, and estimates (PS&E) to the 65% complete level of detail. PS&E's will be prepared to successfully obtain approvals from all necessary utilities and agencies.

TASK 3.FD.2 65% COMPLETE DESIGN CONSTRUCTION PLANS – DEPOT BUILDING AND SITE

- A. DESIGN REFINEMENT - based upon the CITY's comments, perform revisions to the design.
- B. DEMOLITION PLANS – prepare final demolition coordination plans for site development.
- C. CIVIL GRADING AND UTILITY DESIGN - fire access requirements, wet utilities, grading and drainage plans, accessibility requirements, and curb ramps.
- D. SWPPP – the team will prepare a draft Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) for the agency to submit to the State Water Resources Control Board, who will assign a Waste Discharge Identification number for the project. A Water Quality Technical Report (WQTR) will also be prepared to address post construction water quality.
- E. ARCHITECTURAL DRAWINGS – prepare plans, elevations, and details for Depot Building.
- F. SITE CONSTRUCTION PLANS, DETAILS, AND TYPICAL SECTIONS - prepare construction plans indicating materials, finishes, colors, and detail call-outs in a schedule.
- G. PLANTING/IRRIGATION PLANS and DETAILS - prepare labeled planting plans indicating plant varieties, size, quantity, and locations. Prepare planting details of planting elements. Prepare irrigation plans indicating sprinkler heads, drip systems, piping, valves, and controllers. Prepare irrigation details.
- H. FINAL FINE GRADING PLAN - prepare fine grading plan for design intent purposes. Civil drawings shall include preparing final hydrology, drain sizing, piping, and drainage plans.
- I. LIGHTING AND BUILDING AND SITE ELECTRICAL PLAN, DETAILS, AND SCHEDULES - prepare electrical plans, schedules, and details indicating building, site and accent lighting.
- J. STRUCTURAL DRAWINGS - prepare structural plans and details related to architectural and site elements. Structural design will include calculations, framing plans, foundation plans, sizing of framing members, and coordination with other project disciplines.
- K. MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS – develop drawings to include sizes of ducts, location of runs, identify equipment manufacturer and equipment size. Electrical power and data plans will be prepared to show the proposed lighting and fixtures, proposed security camera system, and will be used to coordinate with the utility companies. Plumbing plans will be prepared to show fixture sizes and to create overall water demands for the project. Coordination with the sustainable design goals will be key to ensure that the project sustainability goals are met.
- L. MONUMENT / SIGNAGE ENLARGEMENT PLAN - prepare an enlargement construction plan indicating materials, finishes, colors, and detail call-outs for the monument signage.
- M. SPECIFICATIONS - prepare 8 1/2" x 11", typed specifications in the CSI format which describe materials, finishes, and workmanship. Provide standard General and Special Conditions of CSI Section 1.
- N. QUALITY ASSURANCE / QUALITY CONTROL – The Project Team will follow CONSULTANT's Quality Assurance Procedures as set forth in an approved QAP.

SCOPE OF WORK

- O. OPINION OF PROBABLE COSTS - prepare an opinion of probable construction costs based upon the final design drawings. This will be prepared with contractor's input using historical costs.
- P. SUBMITTAL - submit technical specification and drawings to CITY for review at the 65% package. One round of revisions will be provided due to CITY comments.

OUTPUT: *Submittal of 65% Design Plans, Specifications and Estimates to CITY for Review.*

TASK 3.FD.3 REVIEW/APPROVAL OF 65% COMPLETE DESIGN CONSTRUCTION DWGS

CONSULTANT's team will prepare PS&E level construction documents. Each PS&E submittal will be submitted to CITY and select stakeholders for review and comments. Stakeholder review comments at each deliverable will be addressed with responses included with the subsequent deliverable.

OUTPUT: *Comment / Response / Resolution matrix.*

TASK 3.FD.4 DRB REVIEW/APPROVAL OF 65% COMPLETE DESIGN CONSTRUCTION DWGS

CONSULTANT's team will document all team and stakeholder comments and requirements. This will ensure that upon completion of the DRB process all aspects of the design will conform with CITY's vision as well as related requirements and standards.

OUTPUT: *Comment / Response / Resolution matrix.*

TASK 3.FD.5 FINALIZE 95% COMPLETE DESIGN FOR TRAIN DEPOT PACKAGE / SITE

CONSULTANT's team will prepare PS&E level construction documents. Each PS&E submittal will be submitted to CITY and select stakeholders for review and comments. Stakeholder review comments at each deliverable will be addressed with responses included with the subsequent deliverable.

OUTPUT: *Revised 95% Complete Development Submittal for Train Depot Package.*

TASK 3.FD.6 DRB REVIEW/APPROVAL OF 95% COMPLETE DESIGN CONSTRUCTION DWGS

CONSULTANT's team will document all team and stakeholder comments and requirements. This will ensure that upon completion of the DRB process all aspects of the design will conform with CITY's vision as well as related requirements and standards.

OUTPUT: *Comment / Response / Resolution matrix.*

TASK 3.FD.7 FINALIZE 100% COMPLETE DESIGN FOR DEPOT/SITE

CONSULTANT's Team will prepare PS&E level construction documents. Each PS&E submittal will be submitted to CITY and select stakeholders for review and comments. Stakeholder review comments at each deliverable will be addressed with responses included with the subsequent deliverable.

OUTPUT: *Revised 100% Complete Development Submittal for Train Depot Package.*

TASK 3.FD.8 BID PACKAGING PREPARATION, QC, AND SUBMITTAL FOR TRAIN DEPOT BUILDING PACKAGE

CONSULTANT's Team will prepare PS&E level construction documents. Each PS&E submittal will be submitted to CITY and select stakeholders for review and comments. Stakeholder review comments at each deliverable will be addressed with responses included with the subsequent deliverable.

OUTPUT: *Revised Bid Package Submittal for Train Depot Package.*

SCOPE OF WORK

TASK 3.FD.9 REVIEW/APPROVAL OF BID PACKAGE

CONSULTANT will document all team and stakeholder comments and requirements. This will ensure that upon completion of the DRB process all aspects of the design will conform with the CITY's vision and related requirements and standards.

OUTPUT: *Comment / Response / Resolution matrix*

TASK 3.FD.10 FINALIZE AND SUBMIT BID PACKAGE FOR TRAIN DEPOT PACKAGE

Submit technical specification and drawings to the CITY at the final (100%) bid package. The final PS&E construction documents will be suitable for bidding.

OUTPUT: *Submit Final Bid Package Submittal for Train Depot Package. Anticipated deliverables include:*

- Meeting Notes and Schedules
- Construction Document Submittals at 50%, 90% and Final Design (100%).
 - Demolition Plans
 - Construction Plans and Details
 - Irrigation Plans and Details
 - Structural Plans and Details
 - Civil Plans and Typical Sections
 - Structural Engineering Calculations
 - Grading and Utility Plans
 - Planting Plans and Details
 - Architectural Plans and Details
 - Signage and Wayfinding Drawings
 - Lighting and Electrical Plans and Details
 - Mechanical and Plumbing Plans and Details
- Specifications
- SWPPP Documentation
- Opinion of Probable Costs
- Quality Control Documentation
- Structural/Electrical/Mechanical Engineering Calculations

SOUTH LA PATERA LANE INFRASTRUCTURE PACKAGE

TASK 3.FD.11 65% COMPLETE DESIGN CONSTRUCTION PLANS – ROADWAY PACKAGE

- A. DESIGN REFINEMENT - based upon the CITY's comments, perform revisions to the design.
- B. DEMOLITION PLANS – prepare final demolition coordination plans for site development.
- C. CIVIL GRADING AND UTILITY DESIGN - fire access requirements, utilities, grading and drainage plans, accessibility requirements, and curb ramps. A Water Quality Technical Report (WQTR) will be prepared to address post construction water quality.
- D. SITE CONSTRUCTION PLANS, DETAILS, AND TYPICAL SECTIONS - prepare construction plans indicating materials, finishes, colors, and detail call-outs in a schedule.
- E. PLANTING/IRRIGATION PLANS and DETAILS - prepare final labeled planting plans indicating plant varieties, size, quantity, and locations. Prepare planting details of planting elements. Prepare irrigation plans indicating sprinkler heads, drip systems, piping, valves, and controllers. Prepare irrigation details of irrigation elements.
- F. STREET LIGHTING ELECTRICAL PLAN, DETAILS, AND SCHEDULES - prepare electrical plans, schedules, and details indicating street lighting.
- G. SPECIFICATIONS - prepare 8 1/2" x 11", typed specifications in the CSI format which describe materials, finishes, and workmanship. Provide standard General Conditions and Special Conditions of CSI Section 1.
- H. OPINION OF PROBABLE COSTS - prepare an opinion of probable construction costs based upon the final design drawings. This will be prepared with contractor's input using historical costs.
- I. QUALITY ASSURANCE / QUALITY CONTROL – The Project Team will follow CONSULTANT's Quality Assurance Procedures as set forth in an approved QAP. CONSULTANT Quality Assurance Manager and will be responsible for coordinating all services provided and activities performed by the team.

SCOPE OF WORK

- J. SUBMITTAL - submit technical specification and drawings to CITY for review at the 65% package. One round of revisions will be provided due to CITY comments.

OUTPUT: *Submittal of 65% Design Plans, Specifications and Estimates to CITY for review.*

Anticipated Plan Set / preliminary list of plan sheets for this project.

<u>Sheet</u>	<u>Description</u>
1	Title Sheet
2	Typical Cross-Sections and Pavement Details
3-5	Roadway Plan & Profile
6-9	Construction Details
10-14	Pavement Delineation & Signs
15-18	Planting Plans and Details (If determined to be included)
19-22	Irrigation Plans and Details (If determined to be included)

TASK 3.FD.12 REVIEW/APPROVAL OF 65% COMPLETE DESIGN CONSTRUCTION DWGS

CONSULTANT's team will prepare PS&E level construction documents. Each PS&E submittal will be submitted to CITY and select stakeholders for review and comments. Stakeholder review comments at each deliverable will be addressed with responses included with the subsequent deliverable.

OUTPUT: *Comment / Response / Resolution matrix*

TASK 3.FD.13 FINALIZE 95% COMPLETE DESIGN FOR ROADWAY PACKAGE

CONSULTANT's team will prepare PS&E level construction documents. Each PS&E submittal will be submitted to CITY and select stakeholders for review and comments. Stakeholder review comments at each deliverable will be addressed with responses included with the subsequent deliverable.

OUTPUT: *Submittal of 95% Design Plans, Specifications and Estimates to the City of Goleta for review.*

TASK 3.FD.14 REVIEW/APPROVAL OF 95% COMPLETE DESIGN CONSTRUCTION DWGS

CONSULTANT's team will document all team and stakeholder comments and requirements. This will ensure that upon completion that all aspects of the design will conform with the CITY's vision as well as related requirements and standards.

OUTPUT: *Comment / Response / Resolution matrix*

TASK 3.FD.15 FINALIZE 100% COMPLETE DESIGN FOR ROADWAY PACKAGE

CONSULTANT's team will prepare PS&E level construction documents. Each PS&E submittal will be submitted to CITY and select stakeholders for review and comments. Stakeholder review comments at each deliverable will be addressed with responses included with the subsequent deliverable.

OUTPUT: *Submittal of 100% Design Plans, Specifications and Estimates to CITY for review.*

TASK 3.FD.16 BID PACKAGING PREPARATION, QC, AND SUBMITTAL FOR ROADWAY PACKAGE

Submit technical specification and drawings to CITY at the final (100%) bid package.

OUTPUT: *Submit Bid Package Submittal for Roadway Package*

TASK 3.FD.17 FINAL REVIEW/APPROVAL OF BID PACKAGE

CONSULTANT's team will document all team and stakeholder comments and requirements. This will ensure that upon completion that all aspects of the design will conform with CITY's vision as well as related requirements and standards.

SCOPE OF WORK

OUTPUT: *Comment / Response / Resolution matrix*

TASK 3.FD.18 FINALIZE AND SUBMIT BID PACKAGE FOR ROADWAY PACKAGE

Submit technical specification and drawings to CITY at the final (100%) bid package. The final PS&E construction documents will be suitable for bidding.

ROADWAY PACKAGE ASSUMPTIONS:

- A. *No permits are anticipated for Roadway Package. This is a CITY project. The roadway work is within the existing CITY right-of-way. The CITY's internal review process includes a review by Public Works.*
- B. *DRB meetings are anticipated to address: cross-section elements and widths (sidewalk, bike lanes, parking and travel lanes); parkway/planter options and street lighting.*
- C. *Utility relocations are not anticipated. The roadwork involves new curb, gutter and sidewalk. The existing utility poles and overhead lines are anticipated to be protected in place however coordination with the utility agency may be required to provide alternative supports. CONSULTANT team will identify utility-project conflicts, if they occur, and notify the project team and utility owner.*
- D. *While surface drainage is anticipated, below grade storm drain systems are not anticipated.*
- E. *Additional impervious area is less than the thresholds for engineer-prepared water pollution and erosion control plans. Design will incorporate pervious pavement, bio-retention areas or drywells, as recommended by the geotechnical engineer.*
- F. *Street lighting will use existing utility poles. Project-specific street lighting plan with custom street lights is not included in CONSULTANT's scope.*

OUTPUT: *Submit Final Bid Package Submittal for Roadway Package. Anticipated deliverables include:*

- Meeting Notes and Schedules
- Construction Document Submittals at 50%, 90% and Final Design (100%).
 - Demolition Plans
 - Construction Plans and Details
 - Irrigation Plans and Details
 - Civil Plans, Profiles, and Typical Sections
 - Grading and Utility Plans
 - Planting Plans and Details
 - Specifications
- Quality Control Documentation
- Opinion of Probable Costs
- Structural/Electrical Engineering Calculations

PHASE 3.P PERMITS **Duration: 3 Months**

Upon approval of the 100% complete design package by CITY and other public agencies, CONSULTANT shall prepare construction documents (plans and specifications) and submit them to CITY.

TASK 3.P.1A SECURE CITY PUBLIC WORKS APPROVAL FOR ROADWAY PACKAGE

The complete plan check submittal will be provided to the CITY's Public Works Department including the civil, utilities, irrigation, and landscaping. CONSULTANT team will receive plan check approvals from required CITY divisions and outside agencies as needed for construction building permits.

OUTPUT: *Approved Roadway Package*

TASK 3.P.1B SECURE CITY DEVELOPMENT PERMIT FOR TRAIN DEPOT PACKAGE

The complete plan check submittal will be provided to CITY Building Department including the architectural, civil, mechanical, structural, electrical, plumbing, irrigation, and landscaping. CONSULTANT team will receive plan check approvals from required CITY divisions and outside agencies as needed for construction building permits.

OUTPUT: *Approved Train Depot Package*

SCOPE OF WORK

SECURE OTHER PERMITS

TASK 3-P-2A SBCAPCD EXEMPTION

CONSULTANT’s team will coordinate with the Santa Barbara County Air Pollution Control District (SBCAPCD) to file the appropriate permit or exemption for the Roadway Project and the Train Depot Project. It is anticipated that these projects will not include any stationary emission sources or emission-generating activities that would require a permit; therefore, for cost estimating purposes, CONSULTANT’s team assumes that filing an exemption will be appropriate for each of these projects.

TASK 3-P-2 CONSTRUCTION GENERAL PERMIT COMPLIANCE

CONSULTANT’s team will assist the CITY with filing the required documents for a Notice of Intent (NOI) on the SMARTS database for the Train Depot Project. CONSULTANT’s team will prepare a site-specific Stormwater Pollution Prevention Plan (SWPPP) in compliance with the Construction General Permit 2009-0009-DWQ (as amended by Order No. 2010-0014-DWQ and Order No. 2012-0006-DWQ). SWPPP preparation will include conducting applicable research, review and calculations, and developing applicable appendices and attachments (e.g., phase specific sampling and monitoring plans, spill response plan, and Water Pollution Control Drawings). SWPPP will address the site-specific risk level assessment and develop a plan for inspection and compliance requirements. CONSULTANT’s team will also prepare a Construction Site Monitoring Plan (CSMP) for each of the projects that will include the visual monitoring requirements and schedule to conduct SWPPP inspections necessary to comply with the Construction General Permit. The soil disturbance for the Roadway Package is intended to be less than 1 acre and so a Contractor prepared Water Pollution Control Plan is appropriate for construction. No specific engineer-prepared reporting is anticipated for the Roadway Package.

TASK 3-P-3 CONSISTENCY DETERMINATION WITH SANTA BARBARA AIRPORT

CONSULTANT’s team will review all applicable documents, including the Santa Barbara County Airport Land Use Compatibility Plan and Santa Barbara Airport Master Plan, to determine compatibility of the Roadway Project and the Train Depot Project with the Santa Barbara Airport. This task includes an analysis of all compatibility factors, including overflight, airspace protection, noise, and safety. CONSULTANT’s team will prepare a brief memorandum for each project to discuss findings.

TASK 3-P-4 BIOLOGICAL PERMITTING MEMORANDUM

CONSULTANT’s team will investigate whether the Roadway Project and the Train Depot Project will require biological permits under federal and state statutes such as the Clean Water Act, Endangered Species Act, California Endangered Species Act, Porter-Cologne Water Quality Control Act, and California Fish and Game Code. CONSULTANT’s team biologists are extremely familiar with the biological resources of CITY, and CONSULTANT believes that it is highly unlikely that either of the project sites has potential to support listed species or regulated aquatic resources. Under this task, CONSULTANT’s team will prepare a memorandum for each project describing the biological regulatory context and substantiating why no federal or state biological permits are required. In the unlikely occurrence that a regulated biological resource is present on one of the sites, CONSULTANT’s team will work with the CITY to address the resource in the most beneficial manner for the applicable project. If resources cannot be avoided and permits are needed, CONSULTANT will work with CITY and permitting agencies to ensure that permits are timely and reasonably conditioned. While permitting is not anticipated, they can be conducted under a separate authorization.

PHASE 4.A	BID ASSISTANCE <i>(NIC – optional future services)</i>	5 Months
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CONSULTANT’s team will support CITY during bidding and continue all project controls and reporting as

SCOPE OF WORK

required. CONSULTANT will participate in stakeholder coordination as needed and manage all requests, information, and coordination with our subconsultants. Assistance is not currently part of the scope and excluded at this time.

OUTPUT: Project controls and reporting.

PHASE 4.B DESIGN SUPPORT UNDER CONSTRUCTION (NIC – optional future services) 25 Months

CONSULTANT's team will support CITY and Construction Manager during construction and continue all project controls and reporting as required. CONSULTANT will attend the Pre-Construction Meeting at CITY, participate in stakeholder coordination as needed, and manage requests, information, and coordination with our subconsultants. CONSULTANT will work with CITY to prepare construction bulletins and will attend regular jobsite meetings and perform site observations of the construction. When requested in writing by CITY, CONSULTANT will review and respond to Requests for Information (RFIs), Change Requests (CR), Contractor progress payment requests, or Contract Change Orders (CCO). The project team will review shop drawings and submittals for the project, as requested by CITY. CONSULTANT's team will complete a final site walk, along with CITY Project Manager or Construction Inspector at substantial completion of construction. CONSULTANT will create a comprehensive list of items needed to be complete to meet all project permit requirements and design objectives.

OUTPUT: Bid Addenda, RFI / Submittal Responses, Field Reports, and Final punch list items to be completed.

PHASE 4.C RECORD DRAWINGS AND PROJECT CLOSEOUT (NIC – optional future services)

Upon completion of the construction contract, CONSULTANT will prepare record drawings by updating the original project "as- advertised" plan sheets showing changes that occurred during construction. Record drawings will be prepared by transferring the updates from red-marked plans received from CITY and markups recorded by the project team during construction. The record drawings will be completed in the as-advertised project CADD AutoCAD files. "Record Drawing" cells will be included on each plan sheet and updates will be clouded to provide distinction from the original design.

OUTPUT:

- *One (1) 11"x17" set of record drawings for submittal to CITY for both the Train Depot Package and the Roadway Package.*
- *One set of final record drawings in PDF format.*
- *One set of record drawing CADD files in AutoCAD 2010 format.*

SCHEDULE 2 – ASSUMPTIONS AND OUT-OF-SCOPE ITEMS

The following are assumptions or expressly excluded from the scope of services "Schedule 1:"

- A. PACKAGING - the project is assumed to be designed as two separate packages, a single package for the Train Depot site and a single package for the Roadway (within right-of-way) utilizing CAD or Revit software.
- B. FEES - payment of any governmental fees, permits or assessments to be by others.
- C. CHANGES - CITY or outside agency changes in program, schedule, consultant team or redesign.
- D. OPTIONAL NEPA COMPLIANCE TASK - If the CITY also obtains federal funding, CONSULTANT team will prepare required NEPA compliance documentation for the project. Scope of work assumes preparation of a NEPA Categorical Exclusion (CE) supported by the following standalone technical studies: Stormwater Data Report, Water Quality Assessment Report, Air Quality Technical Memorandum, Greenhouse Gas/Climate Change Study, Noise Technical Study, Initial Site Assessment, Natural Environment Study, Archaeological Survey Report, Historical Resources Evaluation Report, Historic Property Survey Report, and Visual Impact Assessment Report.
- E. SUSTAINABILITY CERTIFICATION DOCUMENTATION – While the project will be designed with sustainability in mind,

SCOPE OF WORK

including being designed to achieve LEED Silver certification, documentation and submittal is not included in this scope of services but can be provided as an option if requested.

- F. BORING TRAFFIC CONTROL - "No Parking" signs will be placed in areas of borings a minimum of 48 hours in advance. CONSULTANT requests that CITY provide towing services in the event that a vehicle is parked in the work area in addition to providing barricades. Due to the depth of the static groundwater level, we do not anticipate needing a drilling permit from the County of Santa Barbara.
- G. TENANT IMPROVEMENTS – not a part, will be negotiated if out of sequence.
- H. CONSTRUCTION-PHASE SERVICES: It is understood and agreed that the design process cannot be completed until the Project which is the subject of this Agreement is actually constructed. It is further understood and agreed that, if construction-phase services are provided for under this Agreement, such services are essential to the completion of the professional services for which CONSULTANT is being retained. CITY acknowledges that the premature termination of CONSULTANT's services prior to substantial completion of the Project will significantly increase the risk of loss resulting, among other causes, from misinterpretation of the intent of the design, unauthorized modifications, and failure to detect errors or omissions in the plans and specifications before they become costly mistakes built into the Project. Therefore, CITY agrees that, if the services to be provided by CONSULTANT under this Agreement do not include construction-phase services, or, if this Agreement is terminated prior to substantial completion of the Project, CITY will indemnify CONSULTANT and hold CONSULTANT harmless from and against any and all claims, demands, losses, costs, liabilities and damages, including, without limitation, reasonable attorneys' fees and expenses and excepting only those claims, demands, losses, costs, liabilities and damages arising out of the negligence of CONSULTANT.
- I. PREPARATION OF AS-BUILT DRAWINGS - Not a part of these services. CONSULTANT shall review the Record Drawings prepared by the landscape contractor for completeness in accordance to the specs. Preparation of Record Drawings will be prepared under future services.
- J. SCHEDULE – Deliverable timelines set herein are based upon schedules set forth in the CITY's RFP. CONSULTANT shall plan to follow milestones set herein but shall not be held responsible for schedule delays caused by stakeholders, construction delays, or other third-party impacts that are outside CONSULTANT's control. Some adjustments have been indicated herein based upon delayed start date. Adjusted schedule to be developed.
- K. CONSULTANT's team will apply sustainable principles at each scale of design to achieve critical resource reductions. CONSULTANT's team will consider sustainable concepts and discuss with CITY on how each concept will contribute to the project's sustainable goals. The team will meet the CITY's requirement of meeting LEED Silver Standards for potential Certification. Certification documentation and submittal not included but can be provided as an optional service.
- L. In September 2013, the Governor's Office signed Senate Bill 743 into law, starting a process that fundamentally changes the way transportation impact analysis is conducted under the California Environmental Quality Act. Within the State's CEQA Guidelines, these changes include the elimination of auto delay, Level of Service (LOS), and similar measurements of vehicular roadway capacity and traffic congestion as the basis for determining significant traffic impacts. SB 743 identifies Vehicle Miles Traveled (VMT) as the most appropriate CEQA transportation metric, along with the elimination of Auto Delay/LOS for CEQA purposes statewide. The justification for this paradigm shift is that auto delay/LOS impacts lead to improvements that increase roadway capacity and therefore induce more traffic and greenhouse gas emissions. The California Governor's Office of Planning and Research (OPR) has provided guidance to implement SB 743. Per OPR's revisions to the CEQA guidelines, a lead agency may elect to be governed by the VMT guidelines immediately. However, beginning July 1, 2020, the VMT guidelines shall apply Statewide. To date, the City has not adopted a methodology or corresponding thresholds of significance for purposes of evaluating the potential traffic impacts of development projects based on VMT. Accordingly, this proposal assumes the analysis of project-related traffic impacts will be prepared based on the City's current LOS-based methodology and thresholds of significance.

May 22, 2019

PROPOSAL
PROFESSIONAL DESIGN SERVICES FOR THE
GOLETA TRAIN DEPOT PROJECT, CITY OF GOLETA, CA

SCHEDULE 3 - FEES

Fees are budget amounts estimated for the services described. The work will be provided on a task basis with an agreed hourly allowance amount for each task appropriate to a detailed scope prepared at that time. Contract and payment terms according to mutual agreement.

TIME AND MATERIALS FEE ESTIMATE

PHASE 1.PM	PROJECT MANAGEMENT PHASE 1	\$72,059.00
PHASE 1.PD	PRELIMINARY DESIGN	\$281,150.00
PHASE 1.E	PRELIMINARY ENVIRONMENTAL / TECHNICAL STUDIES	\$96,938.00
PHASE 2.PM	PROJECT MANAGEMENT PHASE 2	\$91,890.00
PHASE 2.PD	PRELIMINARY DESIGN (35% TRAIN DEPOT PACKAGE)	\$429,387.00
PHASE 2.PD	PRELIMINARY DESIGN (35% ROADWAY PACKAGE)	\$47,276.00
PHASE 2.E	ENVIRONMENTAL DOCUMENTATION	\$138,031.00
PHASE 3.PM	PROJECT MANAGEMENT PHASE 3	\$139,708.00
PHASE 3.FD	FINAL DESIGN (65%, 95%, 100% TRAIN DEPOT PACKAGE)	\$783,173.00
PHASE 3.PD	FINAL DESIGN (65%, 95%, 100% ROADWAY PACKAGE)	\$137,420.00
PHASE 3.P	PERMITS	\$45,006.00
	ESTIMATED FEE	<u>\$2,262,038.00</u>
PHASE 4A	BID ASSISTANCE	NIC / TBD
STAGE 4B	DESIGN SUPPORT UNDER CONSTRUCTION	NIC / TBD
STAGE 4C	RECORD DRAWINGS AND PROJECT CLOSEOUT	NIC / TBD

ODCs / REIMBURSABLE EXPENSES:

Reproductions, CADD plots, mileage, travel costs, shipping expenses are in addition to the fee amount at cost plus 10% or directly charged Client account.

REIMBURSABLE ALLOWANCE **\$95,492.00**

TOTAL NOT-TO-EXCEED AMOUNT **\$2,357,530.00**

Sincerely,

Anil Verma Associates, Inc.

By: Anil Verma, FAIA, President

By: Nandini Verma, Secretary

Date: 05/22/19

Date: 05/22/19

NOTE: Refer to attached hourly task matrix breakdown for billing rates and reimbursable breakdown. Costs are broken down by task and by consultant / discipline. Markup of 10% has been applied to sub-consultants for Civil Engineering, Survey Environmental, Hydrology, Traffic, Geotechnical Engineering, and Support for Structural Engineering. AVA, as prime, has Architecture, Landscape Architecture, Structural Engineering, Plumbing, Mechanical, and Estimators in house.

Exhibit B— Schedule of Fees

[illegible]