



TO: Mayor and Councilmembers

FROM: Vyto Adomaitis, Neighborhood Services and Public Safety Director

CONTACT: Jaime Valdez, Senior Project Manager
Claudia Dato, Senior Project Manager

SUBJECT: Amendment No. 1 to Professional Services Agreement with Rincon Consultants, Inc. for the Goleta Train Depot Station Area Master Plan

RECOMMENDATION:

Authorize the City Manager to execute Amendment No. 1 to Professional Services Agreement No. 2019-005 between the City of Goleta and Rincon Consultants, Inc. for the Goleta Train Depot Station Area Master Plan to extend the term of the contract from December 31, 2019, to June 30, 2020.

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 resulting from an application with the City of Goleta under the Transit and Intercity Rail Capital Program (TIRCP). One of the key work products the TIRCP grant requires is the completion of a Station Area Master Plan (SAMP) for the Goleta Train Depot Project. The SAMP will help facilitate the construction of a multi-modal train station at the existing Amtrak platform and the site of the former Direct Relief International site (now owned by the City), with the intent to increase rail ridership and reduce Greenhouse Gas (GHG) emissions in the City.

On January 15, 2019, after a Request for Proposals process, the City Council approved a professional services agreement with Rincon Consultants, Inc. (Rincon) for preparation of a Goleta Train Depot Station Area Master Plan with a not-to-exceed amount of \$149,916 and a term ending on December 31, 2019.

DISCUSSION:

Development of the SAMP over the ensuing ten months included a public engagement campaign consisting of two community meetings in spring 2019, an online survey available in the month of May 2019, and stakeholder meetings with relevant groups such as the LOSSAN Rail Corridor Agency, a joint-powers authority that works to increase ridership, revenue, reliability, coordination and safety within the corridor that includes Goleta. Rincon subsequently completed the SAMP in late October.

Due to the availability of City staff and consultant staff, the SAMP could not be scheduled for Planning Commission consideration until the December 9, 2019, meeting. The Planning Commission will be forwarding a recommendation to the City Council after reviewing the document and taking public comment. Due to time constraints, and the City Council's focus on the new Goleta Zoning Ordinance, the City Council's consideration of the SAMP could not be scheduled until January 2020. Given that Rincon's agreement expires on December 31, 2019, an extension of time is needed on the contract so that Rincon staff can attend the City Council meeting, assist in the presentation of the SAMP, and be present to answer questions relating to the SAMP. In many ways the SAMP is a complex, highly detailed document. Although City staff can answer questions about the SAMP process and many of the topics it covers, Rincon staff is best equipped to field technical questions relating to the document. For this reason, City staff believes it would be highly beneficial to have Rincon staff attend the City Council meeting in January. Although staff does not anticipate the need for Rincon services after the January City Council meeting, the June 30 ending date provides some additional flexibility, if needed, and is consistent with the vast majority of agreements that end with the fiscal year.

FISCAL IMPACTS:

Funds for the original \$149,916 not-to-exceed contract amount were already encumbered under a purchase agreement created in Fiscal Year 18/19. As of the date of this report, \$141,400 has been spent, leaving approximately \$8,500 remaining. This amendment contemplates only an extension of time on the life of the contract. The amount outstanding on the agreement is expected to cover the remaining work task of bringing the item to City Council in January 2020.

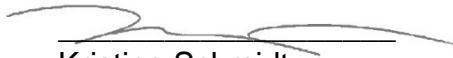
ALTERNATIVES:

The City Council can elect not to approve the Agreement Amendment, in which case Rincon staff would not be able to attend the City Council meeting, assist in the presentation of the SAMP, or be present at the City Council meeting to answer technical questions relating to the SAMP.

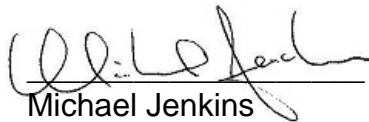
Reviewed By:

Legal Review By:

Approved By:



Kristine Schmidt
Assistant City Manager



Michael Jenkins
City Attorney



Michelle Greene
City Manager

ATTACHMENTS:

1. Amendment No. 1 to Agreement for Professional Services Between the City of Goleta and Rincon Consultants, Inc.
2. Agreement No. 2019-005 for Professional Services Between the City of Goleta and Rincon Consultants, Inc. (Available online only)

ATTACHMENT 1

Amendment No. 1 to Agreement for Professional Services Between the City of Goleta and Rincon Consultants, Inc.

**AMENDMENT NO. 1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
RINCON CONSULTANTS, INC.**

This Amendment No. 1 is made this ____ day of December, 2019 to a PROFESSIONAL SERVICES AGREEMENT between the **CITY OF GOLETA** ("City") and **RINCON CONSULTANTS, INC.** ("Consultant") dated January 15, 2019 ("Agreement").

RECITALS

WHEREAS, Agreement No. 2019-005 was entered into for professional environmental planning services for the Goleta Train Depot Project; and

WHEREAS, the parties desire to amend Agreement No. 2019-005 again so as to extend the termination of Agreement No. 2019-005 to June 30, 2020; and

WHEREAS, the Agreement did not provide for the Agreement or any amendments to be executed in counterparts by facsimile or electronic mail; and

WHEREAS, the parties desire to amend the Agreement to allow for execution of the Agreement and amendments by facsimile and electronic mail in order to expedite the finalization of the agreements; and

WHEREAS, the City Council approved this contract Amendment No. 1 on this ____ day of December, 2019.

AMENDED TERMS

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

1. **Section 6. TERM, PROGRESS AND COMPLETION** of Agreement No. 2019-005 is amended to extend the term of the agreement to read in its entirety:

The term of this Agreement is from the date first written above to June 30, 2020, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

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

2. **Section 31. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES** of the Agreement is added to include counterparts and electronic/facsimile signatures as follows:

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.

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

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

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

~~Michael P. Sialkotsis, President~~
John F. Decher, Jr.

ATTEST

Deborah S. Lopez, City Clerk

Lacrisa Davis, CFO

APPROVED AS TO FORM

Winnie Cai, Assistant City Attorney

Attachment 2

Agreement No. 2019-005 for Professional Services Between the City of Goleta and Rincon Consultants, Inc. (Available online only)

Project Name: Goleta Train Depot Station Area Master Plan

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
RINCON CONSULTANTS, INC.**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 15th day of January, 2019, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and RINCON CONSULTANTS, INC., a California Corporation (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional environmental planning 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 CONSULTANT was approved by Council on December 20, 2016 to be placed on a short list of pre-approved consultants for environmental planning services after review of a Request for Qualifications; and

WHEREAS, the CITY selected CONSULTANT for this AGREEMENT based on CONSULTANT'S qualifications and experience with the Santa Barbara County Association of Governments; and

WHEREAS, the City Council, on this 15th day of January, 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 environmental planning services in conjunction with the Goleta Train Depot. Services shall generally include preparation of a

Station Area Master Plan and associated public outreach services 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 \$149,916.00 (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 December 31, 2019, 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. 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 December 31, 2019, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by 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 166 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. Brenna Weatherby is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

9. HOLD HARMLESS AND INDEMNITY

(a) **Hold Harmless for CONSULTANT's Damages.** CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which

damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

(b) Defense and Indemnity of Third Party Claims/Liability. CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.

- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate.

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

- a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- d) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.

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

11. RELATIONSHIP OF CONSULTANT TO CITY

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

12. CORRECTIONS

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

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for

actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

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

16. WAIVER; REMEDIES CUMULATIVE

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

17. CONFLICT OF INTEREST

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

22. NON-APPROPRIATION OF FUNDS

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

23. MODIFICATION OF AGREEMENT

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

24. USE OF THE TERM "CITY"

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

25. PERMITS AND LICENSES

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

26. CAPTIONS

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

27. AUTHORIZATION

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

28. ENTIRE AGREEMENT BETWEEN PARTIES

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

29. PARTIAL INVALIDITY

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

30. NOTICES

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

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


TO CONSULTANT: Attention: Richard Daulton
Rincon Consultants, Inc.
180 N Ashwood Ave
Ventura, CA 93003

31. **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.

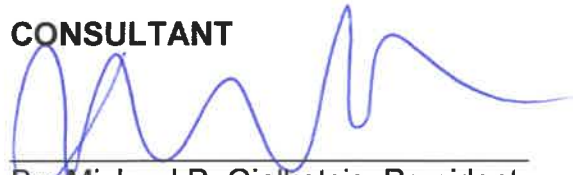
In concurrence and witness whereof, this AGREEMENT has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA



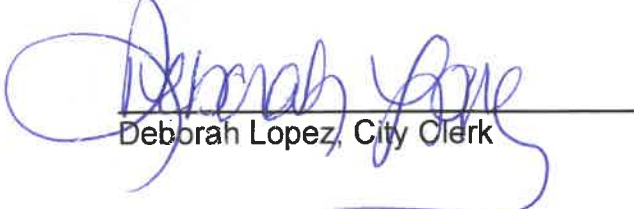
Michelle Greene, City Manager

CONSULTANT



By: Michael P. Gialketsis, President

ATTEST



Deborah Lopez, City Clerk



By: Laci Davis, CFO

APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

EXHIBIT A – SCOPE OF WORK

Task 1 – Project Kickoff

Within one week of authorization to proceed, CONSULTANT (inclusive of Rincon Consultants, Inc. and its subcontractor, Steer Group) will organize a kickoff meeting via teleconference with CITY staff to review and finalize study objectives, confirm assumptions, clarify any outstanding scope issues, determine the availability of data and collect data and electronic resources, determine the format and structure of the Station Area Master Plan (SAMP), confirm CONSULTANT approach to the environmental evaluation, fine-tune the overall project schedule, and establish an operational protocol. This step will enable CONSULTANT to better focus the scope of the study.

Task 2 – Data Collection and Opportunities / Constraints Assessment

CONSULTANT will gather information necessary for completing the transportation element of the SAMP. This information includes but is not limited to:

- Identification of design vehicles for transit, fire, and utilities;
- Inventory of transportation facilities accessing the station area (e.g., sidewalks, bike facilities, ADA, street geometrics, etc.);
- Analysis of projected increases in business growth in and around Goleta;
- Current and future plans for active transportation improvements;
- Current and future plans for transit service to/from and around the train station;
- Potential Union Pacific track and platform modifications to accommodate increase in Pacific Surfliner service frequency;
- Existing connections between the train station and the Santa Barbara Municipal Airport;
- Ridership projections by mode of access;
- Analysis of Complete Streets projects in Goleta;
- Low Impact Development (LID) methods with respect to transportation facilities; and
- Street and parking design standards.

After reviewing the collected information, CONSULTANT will identify any substantive opportunities and constraints that affect the preparation of the SAMP and the current conceptual train station design.

Task 3 - Review, Assessment and Recommendations for Station Transportation Improvements

Task 3.1 - Station On-Site Access and Circulation System

CONSULTANT will review the on-site conceptual plans for the train station with respect to multimodal access and circulation for the areas listed below. CONSULTANT's licensed traffic engineers will review for conformance with federal, state, and local standards (as applicable).

- **Bicycle Access, Storage and Rental Facilities**
 - Bicycle connections to/from S. La Patera Lane and internal circulation to on-site bicycle storage (racks, lockers and rental facility) identifying conflict areas and areas where bicyclist must dismount and walk bikes.
 - Review and/or identify locations for proposed bike racks and lockers with respect to accessibility and potential modal conflicts.
 - Identify alternative locations (or facility replacement) for a potential Bikeshare station as proposed in the South Coast Bike Share Program.
- **Transit and Shuttle Vehicle Access, Circulation, and Stops**
 - Review access and circulation for all anticipated transit bus and shuttle vehicles including turning movements (using AutoTurn to test design vehicle turning requirements throughout site), areas of conflict, adequacy of bus stop length and transitions, turnaround design, accommodation for bus staging and layovers, and required traffic control.
 - Review and recommend passenger waiting and boarding areas for ADA requirements and amenities based on ridership projections.
 - Review site for ability to accommodate growth in service or additional services.
- **Fire/Emergency Vehicle Access and Circulation**
 - Analyze site for emergency vehicle access and circulation based on the design vehicles and number of vehicles scenario identified by Santa Barbara County Fire Department.
- **Passenger Vehicle Circulation and Parking**
 - Review site for passenger car access (inclusive of ridesharing impacts), circulation, parking accessibility, and loading areas based on modal projections for the site.
 - Review needs for traffic control and ways to avoid modal conflicts.
 - Estimate adequacy of short-term and long-term parking supply based on realistic mode split demand estimates. Identify opportunities for structured parking (footprint and access points) over the life of the station.

- Review areas for private/corporate shuttles, police, transit supervisor and other ancillary site-related parking requirements.

Following CONSULTANT's review of the conceptual plans, CONSULTANT will provide comments and information to CONSULTANT in the form of a memorandum. Information contained in this memorandum will be utilized to inform the SAMP.

Task 3.2 - Review of Station Off-Site Access and Circulation Improvements

CONSULTANT will review any available off-site conceptual plans for the area surrounding the train station with respect to multimodal access and circulation for the areas listed below. CONSULTANT's licensed traffic engineers will review for conformance with federal, state, and local standards (as applicable).

- Pedestrian Access
 - Review the proposed pedestrian improvements for South La Patera Lane and its intersection with Hollister Avenue for adequacy, safety, ADA conformance and traffic control, including crossings.
 - Review the CITY's plans for active transportation improvements for possible revisions to plans based on the SAMP.
- Bicycle Access
 - Review the existing and planned CITY bicycle network with a particular focus on transitioning bicyclists to the train station which might include the need for bicycle traffic control devices at the intersection of Hollister Avenue and South La Patera Lane such bicycle left turn lanes, bicycle signal detection, etc.
 - Review the CITY's plans for active transportation improvements for possible revisions to plans based on the SAMP.
- Vehicular Access
 - CONSULTANT will conduct a cursory review of vehicular access to the train station using public streets to identify issues such as conflicts, potential traffic capacity issues, and turn bay length adequacy. This task does not include any type of traffic analysis or level of service calculations as this will be part of the subsequent environmental review.

Following CONSULTANT's review of the conceptual plans, CONSULTANT will provide comments and information to CONSULTANT in the form of a memorandum. Information contained in this memorandum will be utilized to inform the SAMP.

Task 3.3 - Review of Station Connections

Expanding upon the review and analysis proposed during Task 2, CONSULTANT will

review existing connections with respect to potential for increases in commuter rail service for the areas listed below. CONSULTANT's licensed traffic engineers will review for conformance with federal, state, and local standards (as applicable).

- Connections to Old Town Goleta
 - CONSULTANT will analyze the Complete Streets project currently underway for Old Town Hollister, given the potential for changes in the retail landscape and increases in tourism.
- Employment Connections
 - Examine existing connections to employment centers via existing MTD and/or independent shuttles.
- Airport Access
 - Analyze the Santa Barbara Municipal Airport, including destinations and communities currently served by the airport, and the potential to serve a larger regional base. Examine existing connections to the airport, and make recommendations regarding future shuttle service between the train station and the airport.
- UCSB Access
 - Review existing connections between the train station and UCSB and make suggestions on how to best accommodate students.

Task 4 – Public Outreach

CONSULTANT will be responsible for implementing this task. The outreach will consist of an internal workshop, community meetings and the development of a brief online survey tool to solicit input on mobility and multi-modal needs in and around the Goleta Train Station.

Task 4.1 – Internal Workshop

Per the TIRCP application, CONSULTANT will attend a joint City of Goleta/City of Santa Barbara internal project workshop, which will be led by the CITY and includes an invitation to the County of Santa Barbara to attend. CONSULTANT will work with the CITY's Public Information Officer (PIO) to ensure that the meeting is effective. During this workshop, staff will identify development objectives and goals for the train station and the area surrounding the station. CONSULTANT will utilize this information to inform the SAMP, and to focus future community meetings.

Task 4.2 – Community Meetings

CONSULTANT will coordinate and attend two community meetings to seek input on objectives and needs for the Goleta Train Station and SAMP. To ensure future success

of the SAMP, it is important to obtain input from underserved communities to determine what services and amenities would encourage additional ridership. CONSULTANT proposes two community meetings, to be held in the evening, approximately 2 weeks apart.

Task 4.3 – Stakeholder Meetings

CONSULTANT will also coordinate its work with the appropriate stakeholders to obtain necessary input, feedback, standards, and requirements. Separate meetings with staff from UCSB and the Santa Barbara Municipal Airport will be set up to obtain feedback from additional stakeholders including SBCAG, Santa Barbara MTD, Amtrak, bicycle advocacy organizations (such as SBBike) will be invited to attend one of the community workshops and will be able to provide additional input via the online survey tool.

Task 5 - Station Modifications Related to Potential Union Pacific Track/Platform Modifications to Accommodate Increase in Pacific Surfliner Service Frequency

As identified in the letter of support for the train station improvements from Union Pacific, an increase in Pacific Surfliner service may require railroad layover modifications that might affect the current improvement plans. CONSULTANT will assist in developing alternate site layouts for access and circulation as required by the CITY.

Task 6 - Preparation of Goleta Train Depot SAMP

After all data has been gathered and analyzed (under Tasks 2 and 3), CONSULTANT will prepare the Goleta Train Depot SAMP. The SAMP will include a discussion and supporting exhibits that detail development plans, multi-modal access recommendations, infrastructure and services, and implementation. CONSULTANT will assist with the preparation of the SAMP via the preparation of the transportation element, including graphics, maps, charts and text. The SAMP will not include a land use constraints analysis, although it will discuss the potential for transit oriented development (TOD) in the vicinity.

CONSULTANT anticipates the preparation of two versions (Draft and Final) of the SAMP, and will provide both versions to CITY staff in pdf format. CITY staff will provide draft SAMP to SBCAG and CalSTA for review and comment. No hard copies will be provided, unless requested by CITY staff, in which case additional costs will be charged.

Comments received via CITY staff on the Draft SAMP, will be reviewed by CONSULTANT, and incorporated into the Final version of the SAMP. Following the public outreach described in Task 4, CONSULTANT will prepare responses to one round of comments from stakeholders and the community for review by the CITY, and will integrate the responses, as appropriate, into the Final Goleta Train Depot SAMP. A pdf document containing just the responses will also be provided to CITY staff.

EXHIBIT B – PROFESSIONAL FEES

Professional Fees

Depot SAMP will prepare the Goleta Train Station Area Plan and associated public outreach in accordance with the above scope of work for a cost not to exceed \$149,916. The table below provides a breakdown of hours per task.



RINCON CONSULTANTS, INC.

Goleta Train Station Area Master Plan

Cost Estimate

Tasks	Rincon Labor Classification →			Principal II	Senior Professional II	Professional II	Technical Editor	GIS/CADD Specialist	Clerical/Administrative Assistant I
	Labor Cost	Direct Expense	Hours	\$235	\$170	\$112	\$105	\$100	\$75
Task 1: Project Kickoff	\$1,150	\$4,313	6	2	4				
Task 2: Data Collection and Opportunities	\$4,766	\$8,747	30	2	20	8			
Task 3: Review, Assessment and Recommendations for Station Transportation Improvements									
Task 3.1: Station Access and Circulation	\$1,714	\$10,796	10	2	6	2			
Task 3.2: Off-site Access and Circulation	\$1,714	\$6,118	10	2	6	2			
Task 3.3: Station Connections	\$4,086	\$14,792		2	16	8			
Task 4: Public Outreach									
Task 4.1: Internal Workshop	\$1,020	\$85	6		6				
Task 4.2: Community Meetings	\$8,134	\$170	56	6	24	12		10	4
Task 4.3: Stakeholder Meetings	\$2,640	\$4,049	14	4	10				
Task 5: Station Modifications	\$3,652	\$17,581	22	4	12	6			
Task 6: Preparation of Train Station Area Master Plan	\$29,970	\$15,488	200	18	100	50	8	20	4
Project Management and Coordination	\$8,670	\$260	52	12	30				10
SUBTOTAL COST	\$ 67,516	\$ 82,400	406	\$ 12,690	\$ 39,780	\$ 9,856	\$ 840	\$ 3,000	\$ 1,350

Direct Cost Summary

Vehicle Costs	\$ 425
Steer Group	\$ 70,902
General and Administrative	\$ 10,635
Miscellaneous Expenses	\$ 438
Subtotal Additional Costs:	\$ 82,400

Summary

Professional Fees Subtotal	\$ 67,516
Direct Costs Subtotal	\$ 82,400
TOTAL PROJECT BUDGET	\$ 149,916

EXHIBIT C –CONSULTANT PROJECT TEAM

Project Team

Project team responsibilities for proposed key personnel are provided below:

Staff Member Rincon	Title	Role - Area of Specialty
Richard Daulton, MURP	Principal	Contract Administrator/ Principal-in-Charge
Brenna Weatherby, MCP	Planning and Entitlement Specialist	Project Manager
Melissa Whittemore	Senior Planner	Planner/Public Outreach
Ryan Russell	Associate Planner	Planning Assistance
Steer Group		
Lisa Buchanan	Head of Planning	Project Director
James Daisa, PE	Associate Director	Project Manager
Mary Riemer	Senior Consultant	Engagement/Multimodal Assessment
Iain Conway	Principal Consultant	Transportation Assessment