



TO: Mayor and Councilmembers

FROM: Charles W. Ebeling, Public Works Director

CONTACT: Gerald Comati, Project Manager

SUBJECT: Amendment No. 5 to Professional Environmental and Design Services Agreement No. 2013-028 with Dewberry Engineering for Hollister Avenue Bridge Project (Capital Improvement Project No. 9033)

RECOMMENDATION:

Approve and authorize the City Manager to execute Amendment No. 5 to Professional Environmental and Design Services Agreement No. 2013-028 with Dewberry Engineering for the Hollister Avenue Bridge Project, increasing the contract amount by \$199,212 for a total not-to-exceed amount of \$2,173,911, and extending the termination date of the Agreement to June 30, 2023.

BACKGROUND:

The San Jose Creek Flood Control and Fish Passage Project will provide capacity for 100-year storm events as well as a fish-passable design through the length of the San Jose Creek concrete channel. The lower 4,100 linear feet has been completed. At the north end of the channel is the Hollister Avenue Bridge. This bridge contains reactive aggregate which is causing the structure to deteriorate rapidly. In addition, the bridge represents an obstruction to the 100-year storm capacity of the downstream channel. The bridge has been classified by Caltrans as both structurally deficient and functionally obsolete, and bridge replacement funds have been programmed under the Federal Highway Bridge Program.

On April 16, 2013, the City Council awarded a professional services contract to Drake Haglan and Associates, recently acquired by Dewberry Engineering (Dewberry), to prepare the environmental document as well as the preliminary design, right-of-way and permitting for Capital Improvement Program (CIP) Project No. 9033, the Hollister Avenue Bridge Project. A contract amendment was approved in 2015 to address the full scope of the required channel wall design, inclusion of the design for a sewer line relocation, investigations into the location of historic bridge foundations beneath the existing bridge, performance of a Phase 1 Archeological Survey, and preparation of a bike path accommodation study. On June 20, 2017, Amendment No. 3 was approved to provide environmental reports to support a NEPA Revalidation by Caltrans, additional

right-of-way appraisals, Caltrans required design modifications, revisions to the channel fish passage design, and additional utility relocation coordination. In March 2019, Amendment No. 4 was approved for supplemental work related to the restoration plan for the project, preparation of full take appraisals, and additional efforts related to the fish-passage design including coordination with the City and permitting agencies.

Funding for the Hollister Avenue Bridge Project is primarily from the Federal Highway Bridge Program, which will fund 88.53% of the project costs. The required 11.47% local funding match will be funded through the City's Development Impact Fee (DIF) Program and the Measure A Fund.

DISCUSSION:

CIP Project No. 9033, the Hollister Avenue Bridge Project, is at the 95% design stage, permits have been secured from all but one of the resource agencies, and most of the right-of-way has been acquired through eminent domain. However, right-of-way activities have continued to present new challenges, a redesign of the fish-passage elements of the project is necessary, and the development of a new design and location for the riparian mitigation is now necessary. As a result, several out of scope design, environmental, and right-of-way activities have been identified for which Dewberry has provided a scope of work and proposal for the additional work. These items are detailed below:

Environmental Activities

The previously approved biological mitigation site upstream of the bridge on San Jose Creek is no longer viable due to right-of-way concerns by the Santa Barbara County Flood Control District. Therefore, the City proposes to move the mitigation site to Lake Los Carneros. Consequently, additional work related to the design and environmental review of the new mitigation site and for preparation of an Addendum to Mitigated Negative Declaration (MND) is required. The California Environmental Quality Act (CEQA) Addendum including the proposed technical studies, will meet the City of Goleta's CEQA requirements to assess if restoration activities at the new mitigation site would result in any new or more severe impacts than those described in the original MND for the project. The work will be performed by Rincon Consultants, Inc., under the direction of Dewberry, and will also update the current California Department of Transportation (Caltrans) technical studies as part of a revalidation of the National Environmental Policy Act (NEPA) Categorical Exclusion (CE) for the project. These environmental services were not included in the original scope of work and Dewberry estimated the additional work to cost approximately \$49,000.

Right-of-Way Activities

The right-of-way negotiation between the City and affected property owners is ongoing and eminent domain proceedings have been filed as a parallel track to obtaining the properties so that the construction schedule can proceed as planned. For two of the properties, a settlement has been reached resulting in the full acquisition of two full

properties in-lieu of temporary and permanent easement acquisitions. Additional work is required by the project team's right-of-way firm, Hamner Jewell & Associates (HJA), under the direction of Dewberry, to guide the acquisitions through the escrow process. Additional effort is also required by HJA to coordinate agreements under which current tenants may remain on the acquired properties following the completion of the City purchase, as well as provide support to the City regarding lease back and relocation services as needed.

The original project scope assumed that project construction activities within San Jose Creek north of Hollister Avenue were a permitted activity under the Santa Barbara County Flood Control District easements currently in place. The Flood Control District expressed a preference for the City to acquire separate easements for the project rather than rely on the County Flood Control easements. As a result, additional right-of-way work is required to prepare new appraisals per Caltrans standards, prepare offer packages and present and negotiate with the property owners.

These additional right-of-way services are estimated to cost approximately \$47,000.

Channel Hydraulics and Fish-Passage Redesign

The ongoing efforts to obtain permits to construct the channel improvements continues. The project plans were originally designed and detailed according to the original San Jose Creek Channel Improvements Project design in order to satisfy the prior permit approvals secured under the creek improvement project. Despite further research and analysis, the original design data lacked pertinent information needed to satisfy the permitting agencies' comments. Consequently, the permitting agencies continue to require additional analysis and confirmation that the fish-passage design in the vicinity of the bridge will perform to their satisfaction.

The City has secured, under a separate contract, the services of the original creek improvements project designer and fish-passage expert to adjust the fish-passage design to satisfy the permitting agencies. These adjustments have resulted in changes to the creek flow profiles, changes to the location of the channel weirs and channel adjustments to the upstream transition area between the bridge and natural creek.

Consequently, additional design and coordination effort is required from Dewberry to update the design plans for the fish-passage adjustments and reconfiguration of the upstream channel transition area. The upstream changes are significant, as the current soil nail channel walls originally designed upstream of Hollister Avenue will need to be switched to a soldier pile wall design.

These hydraulic and fish-passage design services were not included in the original scope of work and Dewberry estimated the additional work to cost approximately \$67,000.

Geotechnical and Foundation Design

The geotechnical engineering services for the project are being provided by Fugro Inc, as a subconsultant to Dewberry. The geotechnical effort began in 2013 and involved preliminary engineering and intermediate-level design engineering input. In order to finalize the geotechnical analysis and report for the project, supplemental effort by Fugro is required to update the foundation reports and engineering recommendations to current standards and to address changes to the channel wall type at the upstream transition of the project. These additional geotechnical and foundation design services were not included in the original scope of work and Dewberry estimated the additional work to cost approximately \$24,000.

Additional Project Management Time

The Dewberry team has been using the project management (PM) budget to keep the project going through a very long process of environmental revisions and right of way negotiations. There is a nominal amount of PM time added to this amendment to provide PM tasks as the project design is delivered later this year. These additional project management services were not included in the original scope of work and Dewberry estimated the additional work to cost approximately \$13,000.

Staff has reviewed and negotiated the scope and cost for Amendment No. 5 and the resulting cost associated with the amendment is \$199,212 for a new total contract amount not to exceed \$2,173,911. The costs associated with Amendment No. 5 will be funded 88.53% through Federal Highway Bridge Program (HBP) funding.

Design is scheduled to be completed by the end of this year (2020). Due to complex ongoing right-of-way issues and depending on the availability of federal construction funding, construction is anticipated to commence in 2021 in conjunction with Ekwill Street and Fowler Road Extension Project (CIP Project #9002).

FISCAL IMPACTS:

Project Cost Estimates

The total estimated cost including design, right of way, construction and staff time is shown below:

Expenditures		Funding	
Staff	\$48,000	Measure A (205)	\$140,000
Environmental Review + Design (Consultant)	\$2,175,000	Other	\$10,000
PM (Consultant)	\$400,000	HBP (401)	\$15,660,000
Right of Way	\$4,552,000	Transportation Facilities DIF (220)	\$3,070,000
Construction	\$10,600,000	HBP (401 - Proposed)	\$2,380,000
Construction Contingency	\$2,100,000	Transportation Facilities DIF (220) – Proposed ¹	\$315,000
CM (Consultant)	\$1,700,000		
Total:	\$21,575,000	Total:	\$21,575,000

¹ \$315,000 of DIF (220) will be included in FY 20/21 budget

Project Funding

The Hollister Avenue Bridge Project is funded through the Federal Highway Bridge Program (HBP). Federal funding under this program pays for 88.53% of all project related costs. The remaining 11.47% will be funded mostly through the City's Development Impact Fees and a small amount of Measure A. The project funding is included in FY 2019/20 budget and there is sufficient budget available for the proposed Amendment No. 5 cost. The proposed FY 2020/21 budget will include an additional appropriation of DIF (220) in the amount of \$315,000 for the construction phase. The following table shows the current project funding.

Hollister Avenue Bridge Project (#9033) Budget				
Account	Fund Type	FY19/20 Adopted Budget	YTD Actual/ Encumbrance	Available Budget
205-90-9033-57070	Measure A	\$ 78,268	\$ 0	\$ 78,268
220-90-9033-57050	Transportation DIF	\$ 1,044,157	\$ 0	\$ 1,044,157
220-90-9033-57070	Transportation DIF	\$ 776,853	\$ 146,477	\$ 630,376
401-90-9033-57050	HBP Federal Grant	\$ 982,843	\$ 0	\$ 982,843
401-90-9033-57070	HBP Federal Grant	\$ 928,169	\$ 19,595	\$ 908,574
401-90-9033-57071	HBP Federal Grant	\$ 3,646,500	\$ 0	\$ 3,646,500
Total		\$ 7,456,790	\$ 166,072	\$ 7,290,718

ALTERNATIVES:

The City Council may elect to not approve Amendment No. 5 with Dewberry for the environmental, design, right-of-way and permitting services needed for the project. Doing so would prevent the project from finalizing design and securing all the necessary

right-of-way which would delay the project and could jeopardize grant funding for the project.

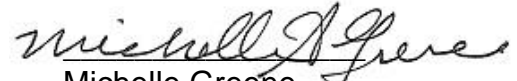
Reviewed By:


Kristine Schmidt
Assistant City Manager

Legal Review By:


Michael Jenkins
City Attorney

Approved By:


Michelle Greene
City Manager

ATTACHMENTS:

1. Amendment No. 5 to Professional Environmental and Design Services Agreement No. 2013-028 with Dewberry for Hollister Avenue Bridge Project (#9033)
2. Professional Environmental and Design Services Agreement No. 2013-028 and Amendments 1 through 4 with Dewberry for Hollister Avenue Bridge Project (#9033)

ATTACHMENT 1

**Amendment No. 5 to Professional Environmental and
Design Services Agreement No. 2013-028 between the City
of Goleta and Dewberry Engineers, Inc. for 9033 Hollister
Avenue Bridge Project**

**AMENDMENT NO. 5
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DEWBERRY ENGINEERING**

This **Amendment No. 5** to a PROFESSIONAL DESIGN SERVICES by and between the **City of Goleta**, a municipal corporation ("City") and **DEWBERRY ENGINEERING, a New York Corporation** ("Consultant") date April 16, 2013 ("Agreement," Agreement, No. 2013-028) is made this 19th day of May, 2020.

RECITALS

WHEREAS, this Agreement is for the professional design engineering services in conjunction with the Hollister Avenue Bridge Replacement Project; and

WHEREAS, on April 16, 2013, the parties entered into an agreement for the total compensation amount not to exceed eight hundred sixty-five thousand seven hundred fifty-nine dollars (\$865,759) with a termination date of November 30, 2015; and

WHEREAS, on February 3, 2015, the Agreement was amended so as to provide additional compensation of \$617,307 ("Amendment No.1"); and

WHEREAS, on November 17, 2015, the Agreement was amended so as to extend the termination date of the Agreement to December 31, 2017("Amendment No. 2"); and

WHEREAS, on June 20, 2017, the Agreement was amended so as to provide additional compensation of \$349,113 and extend the termination date of this Agreement to June 30, 2019 ("Amendment No. 3"); and

WHEREAS, on March 5, 2019, the Agreement was amended so as to provide additional compensation of \$142,520 and extend the termination date of this Agreement to June 30, 2021 ("Amendment No. 4"); and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed two million and fifteen thousand eight hundred fifty-six dollars (\$1,974,699); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of one hundred and ninety-nine two hundred and twelve dollars (\$199,212) for additional tasks in conjunction with the Hollister Avenue Bridge Replacement Project; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement of June 30, 2021; and

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

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

WHEREAS, the parties desire to amend Exhibit "A-4" of the Agreement by adding additional services related to development and approval of the off-site restoration plan, design modification related to revisions to fish-passage design, additional geotechnical design and reporting, and additional right of way appraisal and negotiations work as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-5"; and

WHEREAS, the Agreement between City and Consultant currently provides in Exhibit B-3 Schedule of Fees the hourly rates of Consultant; and

WHEREAS, the parties desire to amend Exhibit B-3 Schedule of Fees to reflect updated rates reflected in Exhibit B-4 Schedule of Fees, attached and incorporated herein and shall be binding upon Consultant until June 30, 2023; and

WHEREAS, the City Council approved this Amendment No. 5, on this 19th day of May, 2020.

AMENDED TERMS

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

1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$199,212 and to read in its entirety:

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$2,173,911 (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-4," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2023 after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

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

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

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

Exhibit A-4 "Scope of Work" with **Exhibit A-5 "Scope of Work"** attached hereto and incorporated herein.

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

Exhibit B-3 "Schedule of Fees" with **Exhibit B-4 "Schedule of Fees"** attached hereto and incorporated herein.

5. 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. 5 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Dennis Haglan, Vice President

ATTEST:

Deborah Lopez, City Clerk

Craig Drake, Vice President

APPROVED AS TO FORM

DocuSigned by:

A1BE8F896161498

Winnie Cai, Assistant City Attorney

Exhibit A-5 SCOPE OF WORK

This scope of work describes the tasks required to prepare and deliver the construction documents for the Hollister Avenue Bridge Replacement Project. Drake Haglan & Associates is the prime engineering consultant leading all tasks and directing a team of subconsultants for certain tasks. DHA shall assure that all tasks are completed regardless of any designation for primary responsibility. The firm with primary responsibility for each task is indicated in parentheses for each task. The firms are designated as follows:

Drake Haglan & Associates, Inc.

(DHA) Hamner, Jewell and

Associates (HJA) MNS Engineers,

Inc. (MNS)

URS Corporation (URS)

Fugro Consultants, Inc. (Fugro)

David R. Black & Associates

(OBA) Rincon Consulting

(RINCON)

"Consultant shall mean DHA."

Task 1: Management and Quality Control:

1.1 Project Management (DHA)

Consultant shall manage the project by tracking the schedule, budget, and value of the products produced.

Consultant shall create and maintain an "issues log" for the project, including issue, the responsible decision-maker for that issue, and the date the decision was made; transmit issues log to the City on a regular basis.

Consultant shall prepare progress summary reports to be submitted monthly. Progress summary reports shall identify work completed to date, work anticipated for the next month, and action items necessary to keep the project on track and moving forward, in bullet point format.

1.2 Schedule and Facilitate Meetings (DHA)

Consultant shall schedule, chair, and prepare meeting agendas and notes for Project Development Team (PDT) meetings. Consultant shall submit agendas for review prior to the meetings. Distribute notes to all attendees, everyone who was invited, and the City's Project Manager within five (5) working days after the meeting. Include in the notes a list of attendees with phone numbers and email, a synopsis of discussion items, any pertinent information, decisions made, action items, and follow-up to action items. Assume that most PDT meeting will be conference calls, with face-to-face meetings as needed.

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

1.3 Develop and Update Project Schedule (DHA)

Consultant shall prepare a project schedule utilizing Microsoft Project. Provide an updated project schedule and reports of progress at a minimum of monthly intervals. The schedule will show plan check submittals at the 35% (Concept Review), 65% (Check Plans & Specs), 95% (Check PS&E) and Final stages for City review and comment. The schedule will also include milestones for bidding support, construction support and construction timing as line items.

Consultant shall provide full detail of schedule tasks and subtasks, including City function timeline, critical path, and other outside sources such as right-of-way, relevant City Council meetings, Caltrans review periods and reviews periods by outside agencies. The schedule will indicate anticipated durations for all tasks and review periods.

Consultant shall integrate the Hollister Avenue Bridge Replacement project schedule into the Ekwil Fowler Project schedule.

1.4 Quality Assurance /Quality Control (DHA)

Consultant shall conduct Quality control reviews prior to the following submittals:

- General Plan and Bridge Type Selection
- 65% Plan Submittal
- 95% PS&E
- Final PS&E

Consultant shall review plans for compatibility between design disciplines, including a Road Plan Review as described in the Caltrans Memo to Designers 2-25. Review plans for consistency with the Ekwil-Fowler project.

Consultant shall review the Structure plans prior to the 65% Plan Submittal for compliance with the geotechnical recommendations.

1.5 Additional Project Management (Amendment 1):

Consultant shall provide additional project management time required for the oversight of the channel wall design, sewer relocation design, and hazardous material structure survey work. Consultant shall provide internal quality control on these items prior to submitting any deliverables to the City.

1.6 Additional Project Management (Amendment 3):

Consultant shall provide additional project management time required for the oversight of the of the NEPA revalidation, the reworking of the right of way mapping, appraisals and acquisitions, the changes to the roadway, bridge and channel design and the logistics of the additional Caltrans submittal. DHA will provide internal quality control on these items prior to submitting any deliverables to the City.

1.7 Additional Project Management (Amendment 5):

Consultant shall provide additional project management time required to oversee the development and approval of the off-site restoration site and the design revisions to accommodate new fish-passage modifications.

Deliverables:

- Monthly progress reports with action item log and schedule update
- Meeting Agendas and Notes for meetings held at City office (4)
- Bi-weekly PDT Phone Conferences Agendas and Notes
- Project ftp site instructions & QC checklists with milestone submittals
- QA/QC Checklist

Task 2: Environmental Review for CEQA/NEPA and Technical Studies (URS):

The environmental documents for this project are a Categorical Exclusion with Technical Studies for NEPA, and an MND for CEQA. Prior CEQA studies (IS/MND) will be utilized to streamline the preparation of the environmental documents.

Review CEQA/NEPA Strategy with Caltrans

Consultant shall consult with the City to determine whether an addendum or new MND is the best choice for the Project's CEQA documentation, and if a Categorical Exclusion (CE) with Technical Studies can satisfy NEPA.

In anticipation of a CE, Consultant shall prepare a jurisdictional delineation, and update the California Red-Legged Frog, floristic and other wildlife biological surveys of the Hollister Avenue Bridge location. Using these updated and new biological studies, prepare an NES-MI and a Biological Assessment for steelhead critical habitat and the California red-legged frog. Consultant shall prepare other technical studies and memoranda based on existing data contained in the previous San Jose Creek Project MND and Addendum, with new studies as needed. Consultant shall utilize technical studies prepared in support of the Ekwil-Fowler Project EIR and NEPA Categorical Exclusion as these studies contain baseline data and evaluated construction-related impacts in the area immediately upstream of the existing Hollister Avenue Bridge. Consultant shall prepare all technical studies in accordance with the Caltrans SER.

Visual Impact Assessment (VIA) Report

Consultant shall prepare a Visual Impact Assessment technical memorandum that references and includes the VIA prepared for the Ekwil-Fowler project as an appendix. The technical memorandum shall include a description of the existing visual setting, updated for future improvements that will be constructed as part of the Ekwil-Fowler Project, and assess potential visual impacts from the bridge replacement project.

Jurisdictional Delineation Report

Consultant shall conduct a renewed delineation of San Jose Creek in the vicinity of Hollister Avenue. Qualified biologists shall visit the channel of San Jose Creek within 100 feet upstream and downstream of the project area, and delineate the boundaries of the riparian corridor, as well as the limits of the ordinary high water, using sub-meter accurate GPS technology. Map the

jurisdictional limits of the USAGE and CDFG in the project, as well as the limits of the City's ESHA. Where field observations suggest that three-parameter wetland conditions may be present, wetland boundaries shall be delineated in accordance with the field procedures set forth in the USACE's Wetland Delineation Manual.

Following completion of the field delineation, Consultant shall prepare a Jurisdictional Delineation Report containing accurate, quantitative descriptions of the site's jurisdictional waters, including maps prepared in accordance with the USACE's most current specifications. Submit the Jurisdictional Delineation Report in draft form for review. The final version shall be an appendix to the MND, providing substantial evidence for the CEQA analysis of impacts to the creek. The report shall also accompany the USAGE, CDFG, and Central Coast RWQCB permit applications described under Task 9.

Floristic and Breeding Bird Surveys

Consultant shall conduct focused surveys for plants and breeding birds and document findings. Conduct a single field visit to the site during the spring nesting season in April or May 2013.

Consultant shall survey all areas within 100 feet upstream and downstream of the project area, and document all plants and wildlife observed. Consultant shall perform the bird survey with a biologist qualified to identify Santa Barbara County birds by sight and sound, scanning the survey area with binoculars and listening for vocalizations. Consultant shall conduct the floristic survey with a qualified botanist, thoroughly investigating the survey area on foot and compiling a list of all plant species present.

Consultant shall prepare a brief letter report presenting the results of the biological survey. The letter report shall contain a map illustrating the project area and the limits of the area surveyed, as well as locations of any sensitive resources detected. The letter report shall be cited in the MND to substantiate the baseline environmental conditions regarding biological resources and shall also be included as an appendix to the NES-MI for the project.

California Red-legged Frog Protocol Surveys and No-Effect Letter

Consultant shall conduct and document renewed surveys for California red-legged frog during the 2013 season, using the most recent USFWS survey protocol. The survey effort will be led by a qualified biologist holding a valid Section 10(a)(1)(A) recovery permit for this species.

As per the survey protocol, a total of two (2) daytime surveys and four (4) nighttime surveys are to be conducted during the breeding season to be concentrated between February 25 and April 30 to meet protocol recommendations and complete the efforts as early as possible, and an additional one daytime survey and one nighttime survey are proposed during the non-breeding season, after July 1. As required by the survey protocol, separate the nighttime surveys by at least one week's time, although daytime and nighttime surveys may be conducted on the same day.

Consultant shall document the surveys in a brief letter report that includes project location, methods, results, and a map of the survey area, illustrating the locations of any California red-legged frogs detected. Consultant shall cite this letter report in the Biological Resources section of the MND and place it in an appendix to the NES-MI for the project.

Consultant shall prepare a draft "no effect" determination letter, using the Caltrans template, and submit to the FHWA (Caltrans) for finalization. Provide a copy of the final letter to the USACE as a part of the Section 404 application process (see Task 9).

Natural Environment Study (Minimal Impacts)

Consultant shall prepare a Natural Environment Study (Minimal Impacts) (NESMI), in

conformance with Caltrans' Standard Environmental Reference. The NESMI shall contain the following information:

- Executive Summary
- Introduction, explaining the purpose of the project and the NESMI
- Description of the study methods used to determine project impacts in the NESMI
- Description of the project's environmental setting, focusing on existing biological resources
- Analysis of the project's impacts on biological resources
- Discussion of avoidance, minimization, and mitigation measures proposed; measures shall be identical to those identified in the Biological Resources section of the MND
- A list of regulatory permits required for the project
- A bibliography of references cited

Consultant shall include the technical reports presenting results of the jurisdictional delineation, California red-legged frog surveys, nesting bird survey, and floristic survey in the NESMI as appendices, along with the biological technical documents prepared to accompany the original project MND and first Addendum.

Biological Assessment (BA)

Consultant shall prepare a Biological Assessment (BA) evaluating the effects of the proposed action on designated critical habitat for the southern steelhead and California red-legged frog.

Historic Properties Survey Report

(HPSR) Archaeological Survey Report

(ASR)

Supplemental Historic Resources Evaluation Report (HRER)

Consultant shall document the findings of prior studies of the Ekwill-Fowler Project in a negative short form HPSR for the proposed bridge replacement project. Coordinate with the Caltrans' cultural resources specialist at the beginning of the environmental review.

Initial Site Assessment (ISA) Checklist

Consultant shall prepare an ISA checklist in accordance with the Caltrans SER, including the following:

- Interviews with past and present owners, operators, and occupants.
- Review of historical sources of information, such as aerial photographs, fire insurance maps, building department records, chain of title documents, and land use records.
- Review of government records, including regulatory reports for both the subject properties and nearby or adjoining properties.
- Visual inspection of the subject properties and of adjoining properties; and
- Documentation of research, observations and results of the environmental inquiry in a written report.

Noise Impact Analysis and Technical Memorandum

Consultant shall use construction equipment lists and other data to predict construction noise

levels at nearby sensitive receptors. Consultant shall incorporate the results of this analysis into the CEQA document, to be reviewed by Caltrans during preparation of the NEPA CE. If Caltrans requires, present the noise analysis in a technical memorandum.

Water Quality Technical Memorandum

Consultant shall prepare a technical memorandum to fulfill relevant data requirements of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA), and provide information, to the extent possible, for the National Pollution Discharge Elimination System (NPDES) permitting.

The technical study 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 also will 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.

Greenhouse Gas/ Air Quality Technical Memorandum

Consultant shall quantify project emissions using CALEE Mod or Urbemis, summarize the results in a technical memorandum and incorporate the results into the CEQA document.

Deliverables

- **MND**
- Visual Impact Assessment Technical Memorandum Jurisdictional Delineation Report
- Floristic and Wildlife Survey Letter Report
- CA Red-Legged Frog Protocol Survey Report and No Effect Letter
- Natural Environmental Study (Minimal Impacts)
- Historic Property Survey Report (short form)
- Initial Site Assessment Checklist
- Noise Impact Analysis and Technical Memorandum (if required)
- Water Quality Technical Memorandum
- GHG / Air Quality Technical Memorandum

Task 2.1: Expanding the NES/MI (Amendment 1):

The existing scope is modified to include expanding the NES/MI to a full NES as requested by Caltrans. This shall include additional studies including a protocol survey for bats found nesting under the bridge (Fall Survey, Spring Survey and Summer Survey) and a brief preliminary report within 30 days of the fall survey and a final report within 30 days of summer survey. The NES shall also include findings from past studies regarding the negative presence of Least Bell's Vireo. Preparation of the NES to include up to 10 figures as a part of the NES and up to six hours of consultation calls to discuss results of the NES and bat surveys. A Phase I Archaeological Survey along with the associated report will also be prepared. This work will be completed by URS under the direction of the Consultant.

Task 2.1 Deliverables:

- Natural Environmental Study (NES)
- Protocol Surveys for Bats
- Phase 1 Archeological Survey

Task 2.2: Environmental Review for CEQA/NEPA and Technical Studies (Amendment 3):

The existing scope is modified to include NEPA revalidation that adds contaminated soils studies, community impacts and a contaminated soils management plan.

Task is also expanded to provide for increased permitting support due to expanded construction work areas.

Task 2.2 Deliverables

- Community Impacts Memo
- Expanded ISA
- Contaminated Soils Management Plan

Task 2.3: Modify Habitat Restoration Plans and Permits (RINCON) (Amendment 4):

Develop exhibits to assist with negotiations with property owners, public agencies and property owners.

Complete the Habitat Restoration Plan previously drafted in August 2017. Provide support to the City for negotiations with the Santa Barbara County Flood Control District and the property owner as needed to ensure the restoration can be implemented in its currently proposed location, upstream of the bridge on the east side of Old San Jose Creek. If the current design is feasible, the Habitat Restoration Plan will remain as is. If changes are required that only minimally impact the design, the Habitat Restoration Plan will be revised, and one electronic draft will be distributed to the Project team for review.

Comments from the Project team will be incorporated, and a final electronic Habitat Restoration Plan will be produced. If the currently proposed restoration site cannot be retained, thereby requiring the movement of the restoration site to another location, an entirely new Habitat Restoration Plan as described in Optional Task 2.3 will be prepared. The applicable resource agencies (U.S. Army Corps of Engineers, California Department of Fish and Wildlife (CDFW), and the Central Coast Regional Water Quality Control Board [CCRWWQB]) will be notified to make them aware that the previously approved Habitat Restoration Plan has been updated. Coordinate the submittal of the revised Habitat Restoration Plan to the agencies, including a short presentation of the updated plan and answering any questions that may arise during agency review. It is assumed that the agencies will have limited input and questions on the revised Habitat Restoration Plan and that minimal revision will be required after agency review.

Rincon will provide permitting support as needed to aid in the completion of the project permitting efforts conducted thus far. The proposed scope of work is assumed to conclude in December 2020:

- One person to attend the bi-weekly Project team meetings to ensure permitting support efforts are understood and conducted in a timely fashion. Assumes 2 meetings per month, for 26 months, for a total of 52 meetings.
- Summarize the timing and conditions of the permits obtained thus far into a

compliance matrix and will secure the extension of any approved permit that may be expiring prior to the initiation of construction.

- Update project contacts for all permits.
- Prepare an annual report for the Project as recently requested by CCRWQCB in August 2018.
- Assist with securing the CDFW Streambed Alteration Agreement, specifically by assisting with coordinating the fish passage approval process in fall 2018. Anticipated tasks for this effort include attending meetings with CDFW and the project team and reviewing the fish passage design memo.

Task 2.3 Deliverables

- Updated Habitat Restoration Plan
- Exhibits Supporting Presentation of the Plan
- Compliance matrix
- Permit extensions
- Updates to agency contacts on permits
- Annual report for CCRWQCB
- Coordinate fish passage process

Task 2.3 Optional: Habitat Restoration Plan (RINCON) (Amendment 4):

If the currently proposed restoration site cannot be retained, thereby requiring the movement of the restoration site to another location within the City, an entirely new Habitat Restoration Plan will be prepared. The new Habitat Restoration Plan will be modeled after the existing Habitat Restoration Plan, and will include the restoration approach, performance criteria, and the maintenance and monitoring plan. If a new Habitat Restoration Plan is warranted, one electronic draft will be provided for review. Comments from the Project team, which are assumed to be limited, will be incorporated and a final electronic Habitat Restoration Plan will be produced.

Funds associated with this optional task will only be used with prior approval by the City.

Task 2.3 Deliverables

- New Habitat Restoration Plan

Task 2.3 Optional: Additional Permitting support (RINCON) (Amendment 4):

It is anticipated that all required services will be completed within the authorized budget. However, based on past project history, there could be permitting efforts not yet known, such as additional studies requested by the agencies or further agency coordination efforts that may be required prior to construction. This optional services task will only be used with prior approval by the CITY.

Task 2.3 Deliverables

- As Needed

Task 2.4 CEQA and NEPA Reports/Studies to Accommodate Off-Site Restoration (Amendment 5):

Environmental Review for CEQA/NEPA and Technical Studies to address the off-site mitigation site at Lake Los Carneros. Project impacts require mitigation for the removal of riparian vegetation (Mitigation Measures BIO-1 through BIO-3).

Task 3: Supplemental Surveying for Base Mapping and Hydraulic Analysis (MNS):

3.1 Field Surveys and Topographic Mapping (MNS)

Consultant shall review existing topographic mapping, boundary, right-of way and easement mapping for the adjacent Hollister Avenue/Highway 217 roundabout project and fill in additional survey data as necessary to complete the base map for design, hydraulic analysis, and ROW engineering of the bridge replacement project, including:

Corridor Mapping: Consultant shall conduct a field survey of the roadway corridor from the east side of Kellogg Avenue, easterly to the west side of the Highway 217 Bridge. The width coverage is from back of walk to back of walk. Locate all hardscape features including observable utilities and pipe inverts, trees, and lane striping.

Bridge Mapping: Consultant shall conduct a field survey of the existing Hollister Avenue Bridge and the bridge 100-feet south of the Hollister Avenue Bridge. Locate bridge decks, soffits, piers, walls and visible utilities. •

San Jose Creek Mapping: Consultant shall conduct a field survey of the creek corridor, 200 feet wide (100 feet east and west from creek centerline) from 120 feet north of the north edge of Hollister Bridge to 120 feet south of the south edge of the southerly bridge over San Jose Creek.

San Jose Creek Cross-Sections: Consultant shall conduct a field survey of the creek cross-sections which will include five sections north of the Creek Mapping Area. Sections will extend 50 feet east and 50 feet west from creek centerline.

Consultant shall prepare new base map and surface for design. Deliverables

- Base mapping for bridge foundation plan
- Creek mapping
- Creek cross sections and creek profile

Task 3.2 Supplemental Surveying for Base Mapping and Hydraulic Analysis (Amendment 1):

Under the direction of DHA, MNS will fill-in additional survey data as necessary to complete the base map for the channel wall design and ROW engineering. The following tasks will be completed:

- **Sewer Relocation:** Field survey of the existing sewer manholes and inverts for design purposes. Review the sewer line relocation situated within the property known as Bottiani Properties (APN: 071-140-046) for possible easement acquisition for Goleta

- Sanitary Sewer District.
- San Jose Creek Mapping: Field survey of the creek corridor and channel transition 50' south of the steel bridge and continuing 100' south to the project limits.
- San Jose Creek Cross-Sections: Field survey of creek cross-sections will include four sections at 25' intervals starting 50' south of the steel bridge and continuing south to the project limits.
- Update Base Map: Prepare new base map and update surface for design.

Task 4: Materials and Foundations Reports - Fugro:

Consultant shall prepare a Materials and Foundations Report to support the design of the pavement structural sections and bridge foundations.

Consultant shall prepare a Preliminary Foundation Report, including discussions and geotechnical considerations for alternative foundation types for the new bridge. Provide the PFR in PDF format.

Consultant shall prepare a Geotechnical Report for the project. Submit the draft report in PDF format. Include graphics showing the site location, locations of field explorations, and interpreted subsurface profile along the alignment(s) with the report. Include field and laboratory data obtained from the geotechnical study in the report.

Consultant shall include the following opinions and recommendations for the roadway in the report:

- i. Slope inclinations for the design of cut and embankment slopes.
- ii. Embankments including suitability of excavated materials for use as fill, moisture control, erosion control and drainage considerations, expansive soils, estimated settlement and special treatments to reduce settlement, if needed.
- iii. Corrosion considerations for culverts and buried concrete structures (cement factors, pipe thickness, and need for coatings).
- iv. Earthwork factors for onsite materials that are excavated and replaced as compacted fill; and
- v. Structural sections for asphalt concrete pavements based on traffic indices used for the project.
- vi. Consultant shall include the following opinions and recommendations regarding the bridge foundation design in the report:
- vii. Soil and groundwater conditions encountered
- viii. Site geology, faulting and seismicity.
 - a. Seismic design criteria and recommended ARS Curve for use with Caltrans design methods.
 - b. Liquefaction potential and considerations relative to foundation design (negative skin friction and estimated seismic settlement of approaches and pile foundations, if needed).
 - c. Corrosion considerations for design of subsurface structures (minimum cement factors estimated in accordance with Caltrans guidelines).
 - d. Scour, grain sizes for samples of riverbed materials, and mean particle size of thalweg material.
 - e. Specified tip elevation, settlement, and size for foundation types and class of pile loading considered (up to 2 pile types can be considered within proposed level of effort).

- f. Lateral capacity plotted as shear, moment and deflection versus depth for a single pile foundation under free-head and fixed-head conditions based on p-y analysis.
- g. Pile spacing and group reduction factors for vertical and lateral loads, if needed.
- h. Lateral earth pressures, spring constants, and passive pressure resistance for abutment design.
- i. Special considerations for approach fill settlements: allowable slope inclinations, waiting periods, and need for monitoring; and
- j. Construction considerations: need for dewatering, pile driving, CIDH pile construction, adjacent structures, temporary excavations, and shoring.

Consultant shall prepare the Log of Test Borings sheets for the bridge on Caltrans standard plan sheets for logs of test borings, modified to incorporate the City's plan sheet border. Submit a copy of the LOTS with the draft Geotechnical (Bridge Foundation) Report.

Consultant shall respond to review comments and incorporate them into the final Geotechnical Report and Log of Test Borings sheet. Submit the final report with an electronic copy of the LOTS.

Deliverables

- Draft Geotechnical Report
- Final Geotechnical Report
- Log of Test Borings Sheets

Task 4.1 Geotechnical Services for Channel Walls (Amendment 1):

Under the direction of DHA and using the existing geotechnical data in the area acquired by Fugro and others, Fugro will provide geotechnical design parameters and lateral earth pressures for the channel walls. The design of the channel walls will follow United States Army Corps of Engineers (USAGE) design methods, where applicable (note that USAGE design methods do not address soil nail walls). The following geotechnical engineering evaluations and recommendations will be provided in a written report:

- Summary of subsurface soil and groundwater conditions and idealized soil profile(s) for the portions of the channel that are part of this work.
- Evaluation of geologic hazards consisting of faulting and ground rupture potential, strong ground shaking and peak horizontal ground acceleration for Operational Basis Earthquake (QBE) and Maximum Design Earthquake (MOE) conditions (developed using the USGS PSHA de-aggregations web application), liquefaction potential, seismic settlement, and a qualitative evaluation of lateral spreading hazards;
- Static active, at-rest, and passive lateral earth pressures in accordance with USACE design criteria for retaining walls.
- Estimated dynamic lateral force increments for QBE and MDE conditions
Estimated lateral earth pressures for liquefaction conditions.
- Static and seismic limit equilibrium global slope stability analyses of the channel walls and for the various design conditions.
- Recommendations for soil nail size, lengths and spacing for the upstream channel walls and transition zone.
- Corrosion potential; and
- Construction considerations

Locate Old Bridge Foundations: Under the direction of DHA, Fugro will use a truck mounted geo-probe rig to push through the existing asphaltic pavement section and underlying soil to a depth of approximately 25 to 30 feet in the area where foundation locations for the replacement bridge may be in conflict with the abandoned foundations. A total of 8 ground probes are proposed and additional probes, if time permits, to fill a single workday defined by the hours of the encroachment permit will be performed. The actual limits, number, and locations of the individual ground probes will be adjusted based on site conditions and potential conflicts with underground utilities. We have assumed that the pavement structural section consists of asphalt concrete and aggregate base and that pre-coring the probing locations is not needed. Prior to mobilizing the field equipment, we will contact Underground Service Alert (USA) for utility clearance and confirm probing locations with the design team. We will also coordinate with the City of Goleta to obtain an (no-fee) encroachment permit for the work. Traffic control will be needed to perform the work and may include lane closures. Our fee estimate assumes that one eastbound lane will remain open during the duration of the probing work. We have assumed all the work can be performed during standard daytime hours for work in the right of way (9:00 am to 4:00 pm).

Asbestos/Lead-Containing Paint Survey: Under the direction of DHA, Geocon will survey existing Hollister Avenue Bridge and the adjacent private bridge over San Jose Creek for suspect asbestos and lead-containing paint (LCP).

Field work includes up to 16 asbestos samples for Polarized Light Microscopy (PLM) analysis, 4 asbestos samples for point count (400 pts), 6 paint samples for total lead, and 4 paint samples for soluble (WET or TCLP) lead on standard laboratory turnaround times.

Task 4.1. Deliverables

- Channel Wall Geotechnical Report
- Prepare Draft Asbestos/LCP Survey Report for Client review.
- Prepare Final Asbestos/LCP Survey Report.

Task 4.2 Additional Geotechnical Services (Amendment 5):

Additional geotechnical services to review and update the foundation reports and engineering recommendations to current standards (2020). Update of Foundation Reports to accommodate the change in channel wall type at the upstream transition.

Task 5: Location Hydraulics Study (MNS):

Using the existing HEC-RAS output data, Consultant shall complete a Location Hydraulic Study to conform to the requirements described in 23 CFR 650A, Section 650.111(b) (c) (d).

The report shall describe potential impacts to residences, other buildings, crops, Emergency or Evacuation Route, Emergency Vehicle Access, Practicable Detour Available, Approximate Duration of Traffic Interruption for Base Flood (Q100), including a discussion of the following items:

- Risk associated with implementation of the action
- Impacts on natural and beneficial floodplain values
- Support of probable incompatible floodplain development
- Measures to minimize floodplain impacts associated with the action
- Measures to restore and preserve the natural and beneficial floodplain values

- impacted by the action
- Practicability of alternatives to any significant encroachment
- Practicability of alternatives to any longitudinal encroachment
- Deliverables
- Location Hydraulic Study

Task 6: Summary Floodplain Encroachment Report (MNS):

Consultant shall prepare a Summary Floodplain Encroachment Report based on results of the Location Hydraulic Study and in accordance with Caltrans content requirements.

Task 6 Deliverables

- Summary Floodplain Encroachment Report

Task 7: Hydrology and Hydraulics Study (MNS):

Consultant shall review and confirm that the existing San Jose Creek Capacity Improvement Project hydraulic analysis is acceptable for use in this project. The existing model will be used as the baseline condition for the existing bridge for the hydraulic study.

Using the existing HEC-RAS model, Consultant shall analyze the proposed bridge configuration and prepare a bridge hydraulics report. Include FEMA floodplain mapping and topographic mapping in the report.

Deliverables

- Draft Hydrology and Hydraulics Study
- Final Hydrology and Hydraulics Study

Task 7.1: Channel Fish Passage Analysis and Verification (Amendment 3):

Review available data from existing channel design to ensure conformance with the original fish passage design. Incorporate any changes agreed to by the City.

Task 7.1 Deliverables

- Technical memo documenting conformance with original channel design
- Updates plans to reflect current design

Task 7.2: Channel Design Modifications for Storm Performance (Amendment 3):

Design and detail changes needed to modify articulated mat anchorage details to withstand high turbulent flow in the channel.

Task 7.2 Deliverables

- Channel Mat Anchor Details

Task 7.3: Channel Fish Passage Analysis and Verification (Amendment 4):

Due to deficiencies in technical data available for prior approved San Jose Creek fish passage design, perform analysis Provide Technical Memo that confirms compliance with prior approved fish passage design for the San Jose Creek Capacity Improvement Project. Develop exhibits to illustrate channel grading, develop details for fish passage that conform to the prior approved fish passage project.

Task 7.3 Deliverables

- Technical memo documenting conformance with original channel design
- Updates plans to reflect current design

Task 8: General Plan and Bridge Type Selection (DHA):

Consultant shall prepare the bridge and approach roadway alignment according to the layout of the SB 217 roundabout of the Ekwil/Fowler project. Consultant shall prepare and submit a geometric alignment drawing (GAD) showing the horizontal alignment and vertical profile conforming to the SB 217 roundabout. Consultant shall prepare a Bridge Type Selection study in accordance with Caltrans Memo to Bridge Designers 1-29. Revise and resubmit the bridge General Plan and geometric alignments with responses to the City review comments.

Consultant shall prepare and submit a letter report documenting the Bridge Type Selection for transmittal to Caltrans.

Upon approval of the project GAD and Bridge General plan by the City and Caltrans, Consultant shall prepare the project description for the environmental document. Finalize the Bridge General Plan and circulated in PDF format to the City and other agencies and stakeholders as necessary.

Consultant shall assemble the information developed during the preliminary bridge and roadway studies into a technical memorandum that includes:

- Summary including preliminary plans, right-of-way (temporary easements), construction staging and access, utility relocation and accommodation, and anticipated design exceptions
- Discussion of the pros & cons of each bridge type (Type Selection Memo)
- Preliminary quantities and estimated construction cost for each alternative
- Recommended bridge type for final design
- List of any design decisions needed from the City
- List of issues that will be resolved during final design

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

Consultant shall prepare an initial construction cost estimate based on anticipated construction items and estimated quantities from the Bridge General Plan. Revise and resubmit preliminary cost estimates as the project progresses at the 65%, 95% and Final stages.

Consultant shall perform quality control on all

submittals. Task 8 Deliverables

- Geometric Approval Drawings (GADs) including roadway typical section
- Bridge General Plan
- Technical Memorandum (Bridge Type Selection Memo)
- Preliminary Construction Cost Estimate

Task 8.1 General Plan of each of the Channel Walls - DHA (Amendment 1):

The existing scope is modified to include providing a general plan of each of the channel walls and a discussion of the preferred wall types in the structure type selection report. The scope is based on the assumption that the channel walls south of Hollister Avenue will consist of non-gravity cantilever channel walls (soldier piles, secant piles, and/or tangent piles) and that soil nail walls will be used on the north side of Hollister Avenue for the transition back to the natural creek bed. The design work includes the review of the plans and reports from the adjacent San Jose Creek Capacity Improvements Project. An investigation of the anticipated top of wall deflections of various wall types under service load conditions will be performed since the channel walls are located near existing buildings. The horizontal alignment and vertical profile of the channel will be designed so that they are consistent with approved CLOMR HEC-RAS model.

Task 9: Technical Support to Secure Permits (DHA, URS):

Consultant shall provide the City with exhibits and calculations necessary for the application and approval of the various permits that have been identified for the construction of the project, which include:

- USCOE 404 Permit
- USFWS and NOAA Fisheries Section 7 Consultation
- RWQCB 401 Permit
- California Department of Fish & Wildlife 1602 Permit
- Caltrans Encroachment Permit
- Santa Barbara County Air Quality Air Pollution Control District Permit or Exemption
- State Water Resources Control Board - Construction General Permit

Task 10: Coordination with City's Ekwil Street and Fowler Road Extension (DHA):

Consultant shall integrate the bridge replacement plans to be constructed with the plans for the Hollister/217 interchange project. Keep all HBP related costs and construction items segregated from the Ekwil Fowler Project.

Task 11: Design Review Board Approval (DHA, DBA):

Consultant shall prepare project plans and exhibits for review by the Design Review Board (DRS) at each submittal milestone. Exhibits shall include modeling of visible bridge elements for review by the DRB. Prepare a response to comments for comments received from the DRB.

In addition to the already scoped exhibits of visible bridge elements, Consultant shall prepare channel wall exhibits as requested by the City for review by the Design Review Board (DRB). Exhibits will include modeling of the wall aesthetics, in addition to the transition from the channel walls back to the natural creek bed on the north side of the project.

Task 12: Bike Access Feasibility Assessment:

Consultant shall assess the feasibility for the proposed bridge to accommodate a Class 1 Bike Lane under the structure to enable the crossing of Hollister Avenue. The assessment will consider clearance criteria, structural design requirements, and accommodation within or next to the San Jose Creek Channel and related fish-passage elements.

In addition to the scoped task of assessing the feasibility for the proposed bridge to accommodate a Class 1 Bike Lane under Hollister Avenue and inside the San Jose Creek Channel, Consultant shall prepare a separate Bike Path Alternatives Assessment Memo evaluating the construction costs and impacts of providing access across Hollister Avenue using either a tunnel or bridge option.

Task 12 Deliverables:

- Technical Memorandum.

Task 13: 65% PS&E - DHA & DBA:

The 65% design level submittal will consist of the draft plans only. Consultant shall submit an updated general plan estimate if there are notable changes from the Preliminary Construction Cost Estimate. Consultant shall assemble and submit a preliminary bid item list that identifies non-standard items needing Special Provisions.

Consultant shall prepare the roadway civil design based on the approved geometric approval drawing.

Consultant shall prepare the Title Sheet that includes the appropriate City and federal funding project identification, as well as a sheet index, a vicinity map, the project legend, general notes, and the project control points.

Consultant shall prepare the roadway Typical Section Sheet, including the roadway structural section based on City standards or Ekwil-Fowler criteria.

Consultant shall prepare Plan and Profile sheets that delineate the general roadway improvements and pavement dimensions. Geometric information, tied to the project control points, shall be shown to sufficiently describe both the horizontal and vertical alignments.

Consultant shall prepare the roadway Construction Details at appropriate scale, showing utility locations, re-grading and geometric details. Specific improvement details may also be shown on the Construction Details.

Show traffic handling details on relevant sheets. Show detour route signage to be used during construction closures. Advisory and construction area signs (CAS) shall be shown on a Construction Area Signs Sheet.

Consultant shall develop a signing and pavement marking plan utilizing City standard details and current Caltrans Traffic Manual, Sign Specifications, and Standard Plans, as applicable. Show

existing and new sign locations. Designate standard signs by appropriate Caltrans standard sign numbers. Show temporary signing and striping, portable delineators, temporary crash cushion arrays and temporary railing (Type K), as necessary.

Consultant shall include and incorporate appropriate plan sheets from the San Jose Creek Capacity Improvement Project for the widening of the San Jose Creek. The plan sheets for portion of the creek to be widened within the project limits will be inserted into the plan set for the bridge replacement.

Bridge design shall be in accordance with Caltrans Bridge Design Specifications and applicable sections of the Caltrans Bridge Memo to Designers and Bridge Design Aids manuals. The design shall meet City, Caltrans and FHWA standards in effect as of the date of Notice to Proceed. Seismic design shall be performed in accordance with latest edition of the Caltrans Seismic Design Criteria.

Detailing of plans shall be in accordance with Caltrans Bridge Design Details Manual. Both the design and detailing shall be based on the use of the latest City Standards and Caltrans Standard Plans and Standard Specifications.

The existing scope is modified to include the preparation of 65% design level plans of the channel walls and the channel itself. This work shall include the sewer relocation design to provide service to the properties located on the southeast corner of Hollister Avenue Bridge. Consultant shall be designing the channel and channel walls, while MNS, under the direction of the Consultant, shall be designing the sewer line relocation. This submittal shall consist of plans in pdf format, an estimate of probable costs in pdf and excel formats, and a draft item list that will identify non- standard items that will need special provisions.

Task 13.1 Additional 65% Design (Amendment 3):

The existing scope is modified to include changing the driveway design at the Mission Auto parcel to conform to the comments from Caltrans District 5. The work involves changing the layout sheets (including over 100 stage construction and layout related sheets) and redesigning the bridge foundation/abutment to carry a cantilevered portion of roadway. The adjacent channel walls will also be changed to fit the new design.

Task 13.1 Deliverables:

- 65% plans in PDF
- Updated combined "estimate of probable costs" in PDF and MS Excel
- Draft item list

Task 14: 95% PS&E - DHA & DBA:

Consultant shall prepare and submit the 95% PS&E, consisting of fully designed and checked plans, specifications and estimate. Consultant shall prepare and submit a "Response to 65% Comments" document with the 95% PS&E. Consultant shall perform a QC review of the 95% plans, specifications and estimate and incorporate appropriate revisions prior to submittal to the City. Consultant shall prepare and submit specifications in Microsoft Word and the estimate in Microsoft Excel. The Plans, Specifications and Estimate shall be prepared in

accordance with current Caltrans standards and practices for local agency projects, as well as conform to the City of Goleta's standards and practices.

The project technical specifications shall be prepared and combined with City supplied front-end boilerplate specifications.

The existing scope is modified to include plans, specifications and estimate for the channel, channel walls, and sewer relocation. An independent design check of the channel walls shall be performed by a senior level engineer. Part of the 95% work will be to review the 65% plans, update as necessary, and prepare a "Response to 65% Comments" document. The 65% plans shall be reviewed and updated as necessary, and a "Response to 65% Comments" document shall be prepared. DHA shall perform a QC review of the 95% plans, specifications and estimate and incorporate appropriate revisions prior to submittal to the City. Specifications shall be prepared in Microsoft Word and the estimate will be prepared in Microsoft Excel. The project technical specifications shall be prepared and combined with City supplied front-end boilerplate specifications.

Task 14 Deliverables:

- 95% Plans in PDF
- Special Provisions in PDF and MS Word
- Combined Engineers Estimate in PDF and MS Excel

Task 15: Final Bid Package and RE-File- DHA:

Consultant shall prepare the construction quantity calculations and marginal estimate for the RE file. Base unit costs upon the most current cost information for recent similar projects in the area compiled.

Consultant shall prepare a construction schedule to determine the number of working days for construction.

The existing scope is modified to include one set of full-size reproducible Mylar Final Design Plans for the channel widening, channel walls, and sewer relocation. DHA shall prepare the construction quantity calculations and marginal estimate in the RE file. The design and scope of services shall also include: complete and detailed estimate of quantities; construction cost estimate; answers to all questions regarding the design during the design review process; review of the project site to ensure that the plans are drawn correctly; and attendance at project related meetings specific to the channel, channel wall, and sewer relocation work. A construction schedule shall be provided outlining the number of working days for construction and will include all the channel widening work in addition to the previously scoped bridge work.

Task 15 Deliverables:

- One set of 24 x 36 Reproducible Mylar Final Design Plans signed by the Registered Engineer responsible for the preparation of the plans
- One un-bound hard copy of Final Project Special Provisions signed by the Registered Engineer responsible for the preparation of specifications
- Electronic Microsoft Excel file of Construction Cost Estimate
- AutoCAD Project Plans on CD

- Electronic Microsoft Word file of specifications
- Hard copy of Construction Cost Estimate
- Resident Engineer's File

Task 16: Right of Way Engineering (MNS):

Consultant shall prepare the required maps, legal descriptions, deeds, sketches, and back-up data to support the right-of-way acquisition effort. ROW engineering shall be performed based upon the Caltrans ROW Manual specifications.

Consultant shall utilize previous right-of-way research from the Ekwill-Fowler project to ensure that right-of-way acquisitions are coordinated. This task shall include:

- Prepare right of way and adjacent boundary retracement sufficient for identifying and ultimately describing the areas required for temporary and permanent easements.
- Identify the parcels where preliminary title reports are needed.
- Determine the precise areas needed for permanent and temporary easements, and for areas of interagency transfer.
- Prepare the appraisal map which identifies the parcel number, owner, type of easement, size of easement, and remainder size.
- Prepare legal descriptions and sketches for each parcel to be acquired for temporary or permanent use.

Task 16.1 Additional Right of Way for the Channel Widening and Sewer Relocation (Amendment 1):

This task is modified to include the additional right of way engineering work relating to the channel widening and sewer relocation design. MNS, with input from the Consultant, shall prepare the required maps, legal descriptions, deeds, sketches, and back-up data to support the right-of-way acquisition effort relating to the channel wall design and sewer relocation. ROW engineering shall be performed based upon the Caltrans ROW Manual specifications. The following tasks shall be completed:

- Identify the need for preliminary title reports (3 title requests estimated). Review and retrace easements relating to right of way and temporary construction uses.
- Work with the project engineer to determine the precise areas needed for permanent and temporary easements, and for areas of interagency transfer.
- Update the appraisal map which identifies the parcel number, owner, type of easement, size of easement, and remainder size.
- Prepare legal descriptions, sketches and closure calculations for each parcel to be acquired for temporary or permanent use relating to the sewer line relocation and channel wall design (6 temporary construction easements and 7 permanent easements estimated).

Hamner, Jewell & Associates (HJA) shall review the Preliminary Title Reports for the necessary parcels, and associated title docs, to aid the surveying team with developing right of way engineering, appraisal maps, and legal descriptions. Title reports are included as a

pass-through cost to the project.

Additional Right of Way related to NEPA Revalidation (Amendment 3):

This task is modified to include the additional right-of-way engineering work relating to NEPA Revalidation. Work involves completely segregating HBP participating right of way from non-participating right of way on each parcel around the bridge. The right of way acquisition areas will be tailored to be an absolute minimum needed for construction activities without regard to business operations.

The right of way appraisal maps will be redrawn to show these areas. Plats and legal descriptions will be prepared for each parcel based on the idealized easement areas.

Task 17: Right of Way Appraisals - HJA:

Consultant shall obtain Preliminary Title Reports for the affected parcels. Consultant shall obtain appraisals from a state licensed real estate appraiser, prepared in conformance with state laws and Caltrans guidelines, as required to set the basis of right of way purchase offers to private property owners by the City. All appraisals shall be submitted to the City for review and pre-approval prior to purchase offer presentations. If project funding requires formal third-party appraisal reviews, assume that Caltrans staff will provide the required appraisal reviews.

Task 17.1: Right of Way Appraisals for Channel Widening - HJA (Amendment 1):

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

Task 17.2: Additional Right of Way Appraisals - HJA (Amendment 3):

This task provides additional appraisal work to ensure appraisals addressing impacts related only to the Project and independent of the Ekwil-Fowler Project and appraisals for new properties previously not identified. The task also includes independent appraisal reviews which previously were to be performed by Caltrans, however, Caltrans are no longer providing this service.

Task 17.3 Right of way Appraisals (Amendment 4):

Appraisals for 3 parcels and reappraisals of 5 other parcels all directly related to the bridge replacement project and needed for use in right-of-way negotiations. The appraisals will be prepared in conformance with state laws and Caltrans guidelines as required to set the basis of right-of-way purchase offers to private property owners by the City.

Task 17.4 Additional Right of way Appraisals (Amendment 5):

Appraisals for full take on parcels on east side of SJ Creek channel and updates to TCE valuations.

Task 17.3 Deliverables

- Five parcel reappraisals (071-140-046, 071-260-CA1, 071-140-056, 071-090-089 & 071-090-036)
- Five appraisal reviews
- Appraisal for full take of 3 parcels (071-140-046, 071-260-CA1 & 071-140-056)
- Mitigation easement waiver valuation/offer

Task 18: Right of Way Acquisition - HJA:

Consultant shall coordinate all right of way acquisitions for this project with the acquisitions of the Ekwill Fowler Extension project. Consultant shall prepare offer packages based upon the appraisals, for presentation to each involved property owner. Offer packages shall include an offer letter, Appraisal Summary Statement, proposed Acquisition Agreement, and Deed. Present these documents for City review and pre-approval prior to presenting offers to property owners. Concurrently, Consultant shall seek Caltrans review and approval of the appraisals, prior to proceeding with making the purchase offers. After offer presentation, Consultant shall handle all follow up negotiations in pursuit of mutually acceptable amicable purchase agreements with each owner to finalize the property purchases. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, Consultant shall coordinate with City and, if appropriate, with the City Attorney's office in conjunction with any required Necessity Hearing scheduling. For those which reach final agreements, Consultant shall process all documents for necessary approvals and coordinate escrows, title insurance, and closings.

Task 18.1: Right of Way for Channel Widening - HJA (Amendment 1):

Consultant shall coordinate all right of way acquisitions associated with the channel widening and the bridge replacement for this project with the acquisitions of the Ekwill Fowler Extension project. The existing scope is modified to include the additional right of way acquisition work for HJA that will be required for the channel widening. This includes the preparation of offer packages, coordination with Caltrans and the *City* for review and approval and follow up negotiations. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, HJA shall coordinate with *City* and, if appropriate, with the City Attorney's office in conjunction with any required Necessity Hearing scheduling. HJA will process all documents for necessary approvals and coordinate escrows, title insurance, and closings.

Task 18.2: Additional Right of Way Needs - HJA (Amendment 3):

This work involves approaching the property owners with an additional acquisition separate from the Ekwill Fowler project as required by Caltrans. This includes the preparation of offer packages, coordination with Caltrans and the City for review and approval and follow up negotiations. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, HJA will coordinate with City and, if appropriate, with the City Attorney's office in conjunction with any required Necessity Hearing scheduling. HJA will process all documents for necessary approvals and coordinate escrows, title insurance, and closings.

Task 18.3 Right of Way Acquisition (Amendment 4):

This work involves the preparation of offer packages, coordination with Caltrans and the City for review and approval and follow up negotiations. For any purchase efforts that do

not culminate in mutually acceptable amicable agreements, coordinate with City and, if appropriate, with the City Attorney's office in conjunction with any required Necessity Hearing scheduling. Process all documents for necessary approvals and coordinate escrows, title insurance, and closings.

Task 18.3 Deliverables

- Revised offer preparation and presentation of five parcel reappraisals
- Ongoing relocation assistance for 5 occupancies

Task 18.4 Acquisition and Tenant Issue Support (Amendment 5):

Provide acquisition support for development and approval of purchase agreement for full take properties and support regarding issues for tenants on the full take properties.

Task 19: Utility Coordination and Relocations - DHA:

Consultant shall ensure that this task is coordinated with the Ekwill Fowler Project. Consultant shall ensure that all utility relocation costs attributed to the HBP project are identified and segregated from the Ekwill Fowler Project.

Consultant shall provide utility coordination throughout the project in accordance with Chapter 13 of the Caltrans' Right of Way Manual as required. Consultant shall communicate the project to the utility owners within the project limits and working with them to complete their plans and

relocations for those utilities that conflict with the proposed project. Anticipated work under this task is as follows:

- Utility Base Map: Prepare a utility base map to be used in conjunction with the topographic basemap.
- Utility Matrix: Prepare a utility matrix to document the utility coordination activities including: owner; contact name, telephone and facsimile numbers; mailing and physical addresses; email addresses; dates and methods of communication; description of effected utility; method of conflict resolution, if any; status of relocation plans, if any; etc.
- Utility Verification Package: Prepare the Request for Utility Information letter with plans that outline the proposed design and right-of-way, and existing utilities as mapped in the field.
- Consultant shall prepare and execute a potholing plan to provide positive identification and location of any high-risk utility facilities that may conflict with the project.
- Utility Notice of Potential Conflict Package: Consultant shall prepare a Notice of Potential Conflict letter, that identifies potential utility conflicts with the planned project and transmit to each affected utility with a relocation deadline schedule. This is a formal coordination letter that identifies the relocation work and schedule required to complete the relocations. Packages will be sent to all utility owners within the project limits - regardless of potential conflict or not - in order to provide transparency of all utility coordination.
- Relocation Parameters: Provide utility relocation parameters for utility owner relocations plans.
- Consultant shall coordinate all modifications, changes, or relocations of existing underground and/or overhead utilities with respective utility companies. Where

- feasible, every effort shall be made to complete all modifications, changes, or relocations of existing underground and/or overhead utilities prior to construction.
- Schedules and progress reports for utility efforts shall be prepared by Consultant. Plans and cost estimates provided by the utility companies shall be reviewed and recommendations shall be made.
- Field Meetings: Consultant shall attend field meetings with utility owner representatives.
- Utility Relocation Agreements: Consultant shall prepare utility relocation agreements if necessary.
- Utility Specifications: Consultant shall prepare special provisions relating to utility coordination during construction including timing and duration of construction windows for utility relocations performed by owner's forces.
- Utility Plans: Consultant shall finalize utility plans for contract documentation plan set.
- Utility Notice to Owner Package: Consultant shall prepare Notice to Utility Owner letters that include final project plans that show location and elevation of existing utility and the proposed utility relocations.
- RE Pending File: Consultant shall provide documentation of the utility coordination effort for the City and the RE Pending file. Provide the City with support for the right-of-way certification.

The existing scope is amended to include any necessary coordination for utilities impacted by the channel widening work. This task also includes the coordination required with Goleta Sanitary District regarding the relocation of the sewer line to provide service to the properties located directly southeast of Hollister Ave Bridge.

Task 19 Deliverables:

- Utility contact list and initial status matrix
- Utility Request for Utility Information letters, plans, and updated utility status matrix
- Utility Notice of Potential Conflict letters, plans, and updated utility status matrix
- Utility Notice to Utility Owner letters, plans, and updated utility status matrix
- Relocation Agreements, as necessary
- Utility Plan and specification
- Utility Section for RE Pending File

Task 19.1: Utility Coordination and Relocations - DHA (Amendment 3):

Additional utility relocation coordination with the utility companies with facilities impacted by the bridge replacement and channeling widening.

Task 20: Mitigation Monitoring Plan - AECOM:

Consultant shall prepare a Mitigation and Monitoring Plan (also known as a program). Once NEPA and CEQA documentation and permitting conditions have been finalized, Consultant shall compile a list of mitigation measures and conditions of approval identified during environmental review and the permitting process.

Task 21: Contract Bidding and Award Assistance - DHA:

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

Consultant shall assist in preparing addenda that may be issued to bidders. Answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during the bidding process and preconstruction meeting. Consultant shall assist the City in preparation of Addenda regarding omissions or conflicts in the design.

In addition to the currently scoped task of providing bidding and award assistance related to the bridge replacement plans and specifications, Consultant shall also provide assistance for any questions concerning the channel widening, channel walls and sewer relocation work.

Scope Assumptions:

The City has adopted a Mitigated Negative Declaration (MND) under CEQA which includes the bridge replacement. There have been no environmental approvals under NEPA for the bridge work, but the MND and related studies were performed to meet NEPA requirements. An additional addendum to the MND as well as NEPA approval is required.

The deck geometry of the replacement bridge will be driven by the layout of the SB 217/Hollister Roundabout developed for the Ekwil Street and Fowler Road Extensions Project.

The actual costs may vary from task to task from that proposed in the fee, but the overall fee will not be exceeded unless additional work is requested and approved by the City, and fee for any such additional work will be negotiated prior to work being performed.

The City will obtain permits and pay all permit fees, with technical support provided by the Consultant.

The City will perform review and approval of all project deliverables.

The City will lead all community outreach efforts with support from Consultant. Consultant shall prepare exhibits and be available to attend public workshops/open houses.

The City will provide legal services necessary should Eminent Domain proceedings be required for right of way acquisition.

The preparation of a SWPPP is not included.

EXHIBIT B-4 (associated with Amendment 5) SCHEDULE OF FEES

**Amendment No. 5 to Professional Environmental and
Design Services Agreement No. 2013-028 between the City
of Goleta and Dewberry Engineers for 9033 Hollister
Avenue Bridge Project**

Hollister Avenue over San Jose Creek Bridge Replacement Project
Amendment 5 Fee Estimate

Contract Task No.		Dewberry Drake Haglan LABOR					Dewberry Hours	Dewberry Direct Labor Cost	Subconsultants	
		Principal Engineer	Sr. Engr. Range A	Sr. Engr. Range D	CAD Manager	CAD Drafter			Rincon	Hamner Jewell
		TASKS								
		CD	MB	DM	KD	AH				
	Raw Hourly Rate	\$ 95.00	\$ 70.93	\$ 84.96	\$ 56.29	\$ 31.25				
1	Management and Quality Control	16	40				56	\$4,357.20		
14	95% PS&E		150	40	120	120	430	\$24,542.70		
	Subtotal - Hours	16	190	40	120	120	486	\$28,899.90		
	Total Direct Labor Cost	\$1,520	\$13,477	\$3,398	\$6,755	\$3,750	\$28,899.90	486	\$ -	\$ -

Anticipated Salary Increase Allowance: \$ -

Direct Labor: \$ 28,899.90

Indirect Costs (143.62%): \$ 41,506.04

Fee (10%): \$ 7,040.59

Dewberry LABOR COST: \$ 77,446.53

Other Direct Project Costs: \$ 2,260.00

MNS: \$ 7,500.00

Rincon: \$ 48,972.00

Fugro: \$ 24,029.83

Hamner-Jewell: \$ 39,003.87

Total Subconsultant Costs: \$ 119,505.70

TOTAL AMENDMENT: \$ 199,212.00

**City of Goleta
Hollister Avenue Bridge Replacement Project**

**DEWBERRY | DRAKE HAGLAN
CONTRACT SUMMARY - AMENDMENT 5**

CONTRACT No.
CONSULTANT:

Dewberry | Drake Haglan

CONSULTANT COST PROPOSAL

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Craig Drake	Principal Engineer	16	\$ 95.00	\$1,520.00
Matt Burgard	Sr. Engr. Range A	190	\$ 70.93	\$13,476.70
Dave Melis	Sr. Engr. Range D	40	\$ 84.96	\$3,398.40
Keith Dresbach	CAD Manager	120	\$ 56.29	\$6,754.80
Alan Hyde	CAD Drafter	120	\$ 31.25	\$3,750.00
		486	Total Hours	
			Subtotal Direct Labor Costs	\$28,899.90
			Anticipated Salary Increases	\$0.00

TOTAL - Direct Labor \$28,899.90

INDIRECT COSTS

	Rate	Total
Overhead	90.95%	\$26,284.46
Fringe Benefit	52.67%	\$15,221.58
General & Administrative	0.00%	\$0.00
	143.62%	

TOTAL - Indirect Costs \$41,506.04

FEE

(10.00%)

TOTAL - Fee \$7,040.59

OTHER DIRECT COSTS

				Total
Travel Costs (airfare and rental car)	Trips	2 @	\$ 800.00	\$ 1,600.00
Travel Costs (lodging)	Nights	2 @	\$ 210.00	\$ 420.00
Overnight Service	Each	10 @	\$ 24.00	\$ 240.00

TOTAL - Other Direct Costs \$2,260.00

TOTAL COST \$79,706.53

SUBCONSULTANTS

Rincon Consultants	\$ 48,972.00
Hamner-Jewell	\$ 39,003.87
Fugro	\$ 24,029.83
MNS	\$ 7,500.00
Total Subconsultants Cost	<u>\$ 119,505.70</u>

Total Contract \$199,212.00

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant **Fugro USA Land, Inc.**☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantProject No. **133101**

Contract No. _____

Date **3/27/2020****DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Greg Denlinger/Jerko Kocijan/Mazen Adib/Medji Sam	16	\$72.80	\$1,164.80
Associate	Jason Moore	0	\$61.54	\$0.00
Senior	Moshen Mahdavi/Chris Williams	30	\$54.15	\$1,624.50
Project	Mike Marin/Barzin Shrif	60	\$38.68	\$2,320.80
Senior Staff	Uzi Pandey/Haojian Li/Harish Thangavel	20	\$35.13	\$702.60
GIS Analyst	Ecem Isleyen	6	\$39.91	\$239.46
Graphics Illustrator	Jason Holmberg	4	\$42.67	\$170.68
Word Processing	Marissa McCallum	4	\$30.22	\$120.88
		140		

LABOR COSTS

a) Subtotal Direct Labor Costs

\$6,343.72

b) Anticipated Salary Increases (see page 2 for calculation)

\$0.00c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$6,343.72****INDIRECT COSTS**d) Fringe Benefits (Rate **0.00%**)e) Total Fringe Benefits [(c) x (d)] **\$0.00**f) Overhead (Rate **244.361%**)g) Overhead [(c) x (f)] **\$15,501.58**h) General and Administrative (Rate: **0.00%**)i) Gen & Admin [(c) x (h)] **\$0.00**j) **Total Indirect Costs [(e) + (g) + (i)]** **\$15,501.58****FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee** **10.00%****\$2,184.53****l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
				\$0.00
				\$0.00

l) **TOTAL OTHER DIRECT COSTS** **\$0.00****m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:	\$0.00
Subconsultant 2:	\$0.00
Subconsultant 3:	\$0.00
Subconsultant 4:	\$0.00

m) **TOTAL SUBCONSULTANTS' COSTS** **\$0.00**n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS[(l) + (m)]** **\$0.00****TOTAL COST [(c) + (j) + (k) + (n)]** **\$24,029.83****NOTES:**

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: Beacon Integrated Professional Resources, Inc. dba Hamner, Jewell & Associates

Project No.	Hollister Avenue Bridge
-------------	-------------------------

Contract No. _____

Date: 4/17/2020

Direct Labor

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Managing Senior Associate	Lillian Jewell	72.0	\$98.56	\$7,096.32
Senior Associate	Cathy Springford	60.0	\$65.00	\$3,900.00
Project/Escrow Coordinator	Jennifer Mizrahi	28.0	\$38.00	\$1,064.00
Right of Way Technician	J.T. Katavich		\$36.00	
Transaction Coordinator	Transaction Coordinator Pool	20.0	\$35.00	\$700.00
Transaction Assistant	Transaction Assistant Pool		\$22.00	
Clerical Support	Clerical Pool	31.0	\$15.50	\$480.50
	Total	211.0		\$13,240.82

LABOR COSTS

a) Subtotal Direct Labor Costs

\$13,240.82

b) Anticipated Salary Increases

c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$13,240.82
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INDIRECT COSTS

d) Fringe Benefits (Rate):

e) Total Fringe Benefits [(c) \times (d)]

f) Overhead (Rate):	140.55%
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g) Overhead	[(c) × (f)]	\$18,609.97
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h) General and Administrative (Rate):

i) Gen & Admin [(c) \times (h)]

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$18,609.97
---	-------------

TOTAL FIXED PROFIT**FIXED FEE**

k) $[(c) + (j)] \times \text{Fixed Fee}$

10%

\$3,185.08

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description	Quantity	Unit	Unit Cost	Total
Preliminary Title Reports				
Appraisals	2	ea	\$500.00	\$1,000.00
Appraisal Reviews	2	ea	\$1,000.00	\$2,000.00
Printing/Postage/Delivery	475	ea	\$1.00	\$475.00
Mileage	850	Miles	\$0.58	\$493.00

1) TOTAL OTHER DIRECT COSTS	\$3,968.00
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m) **SUBCONSULTANT'S COSTS** (add additional pages if necessary)

Subconsultant 1:

Subconsultant 2:

Subconsultant 3:

Tier Subconsultant 4:

m) TOTAL 2nd TIER SUBCONSULTANT'S COSTS

n) **TOTAL OTHER DIRECT COSTS INCLUDING 2nd TIER SUBCONSULTANTS** [(l) + (m)]

\$3,968.00

TOTAL COST [(c) + (i) + (k) + (n)]	\$39,003.87
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NOTES:

- Key Personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal Cost Principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 1

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier Subconsultant

Consultant Rincon Consultants, Inc.

Contract No. _____

Date 2/11/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal II	Richard Daulton	8	\$107.36	\$858.88
Principal I	Christopher Julian	8	\$67.18	\$537.44
Principal I	Christopher Duran	23	\$55.53	\$1,277.19
Senior Archaeologist I	Kyle Knabb	24	\$40.87	\$980.88
Senior Biologist II	Julie Love	46	\$47.12	\$2,167.52
Senior Planner II	Eric VonBerg	17	\$48.45	\$823.65
Archaeologist II	Dustin Merrick	70	\$29.00	\$2,030.00
Archaeologist I	Mary Pfeiffer	89	\$26.45	\$2,354.05
Associate II	Eleanor Fishburn	24	\$30.00	\$720.00
Planner II	Nikolas Kilpelainen	56	\$28.85	\$1,615.60
Archaeologist IV	Susan Zamudio-Gurrola	21	\$33.65	\$706.65
Senior Archaeologist I	Steven Treffers	2	\$46.15	\$92.30
Principal I	Shannon Carmack	2	\$59.57	\$119.14
Biologist II	Yuling Huo	40	\$28.00	\$1,120.00
Production Specialist I	Debra Jane Seltzer	9	\$31.20	\$280.80
GIS/CADD Specialist I	Jon Montgomery	29	\$31.90	\$925.10
Clerical/Administrative Assistant I	Rose Gregory	7	\$25.00	\$175.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$16,784.20

b) Anticipated Salary Increases (see page 2 for calculation)

\$0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$16,784.20

INDIRECT COSTS

d) Fringe Benefits (Rate: 66.20%) e) Total Fringe Benefits [(c) x (d)] \$11,111.14

f) Overhead (Rate: 86.95%) g) Overhead [(c) x (f)] \$14,593.86

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$0.00

j) Total Indirect Costs [(e) + (g) + (i)] \$25,705.00

FIXED FEE

o) (Rate: 10.00%)

k) TOTAL FIXED PROFIT [(c) + (j) x (o)] \$4,248.92

I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of item	Quantity	Unit(s)	Unit Cost	Total
Vehicle Mileage	498	miles	\$0.575	\$286.35
Trimble GPS	6	units	\$190.00	\$1,140.00
Short Term Lodging	3	nights	\$90.00	\$270.00
Short Term Per Diem	3	days	\$46.00	\$138.00
CCIC	1	fee	\$400.00	\$400.00

l) TOTAL OTHER DIRECT COSTS \$2,234.35

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: \$0.00

Subconsultant 2: \$0.00

Subconsultant 3: \$0.00

m) TOTAL SUBCONSULTANT'S COSTS \$0.00

N) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$2,234.00

TOTAL COST [(c) + (j) + (k) + (n)] \$48,972.00

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

Actual Cost Plus-Fixed Fee Contract
MNS Engineers, Inc. - Hollister Avenue Bridge Replacement

DIRECT LABOR

Classifications/Title	Name	Hours	Pay Rate	Total Direct Labor
Principal Engineer	Kowalewski	20	\$93.75	\$1,875.00
CADD Manager	Burns	12	\$52.16	\$625.92
Project Coordinator	TBD	2	\$35.00	\$70.00

a) Subtotal Direct Labor Costs \$2,570.92

b) Anticipated Salary Increases \$0.00

c) **TOTAL DIRECT LABOR COSTS [a + b]** **\$2,570.92**

FRINGE BENEFITS

d) Fringe Benefits Rate 56.50%

e) **TOTAL FRINGE BENEFITS [c x d]** **\$1,452.57**

INDIRECT COSTS

f) Overhead Rate 103.73%

g) **OVERHEAD** **\$2,666.82**

h) General & Adm. Rate 0.00%

i) **GEN & ADM** **\$0.00**

j) **TOTAL INDIRECT COSTS [g + i]** **\$2,666.82**

FIXED FEE (Profit)

q) Profit Rate 12.00%

k) **TOTAL PROFIT [(c + e + j) x q]** **\$802.84**

OTHER DIRECT COSTS (ODC)

l) Postage, plots, copies \$6.86

m) Equipment Rental and Supplies \$0.00

n) Permit Fees, Plan Sheets, Test Holes, Title Reports, etc. \$0.00

o) Subconsultant Costs

p) **TOTAL OTHER DIRECT COSTS [l + m + n + o]** **\$6.86**

TOTAL COST [c + e + j + k + p] **\$7,500.00**

NOTES:

Hollister Avenue over San Jose Creek Bridge Replacement Project
Summary of Original and Amendments 1 through 5 Contract Fee Estimate

	Original	A1	A3	A4	A5	Total
Anticipated Salary Increase						
Allowance:	\$ 6,457.16	\$ -	\$ -	\$ -	\$ -	\$ 6,457.16
Direct Labor:	\$ 167,886.26	\$ 178,940.40	\$ 65,304.00	\$ 6,712.00	\$ 28,899.90	\$ 447,742.56
Indirect Cost: 144.76% Original, 131.60% A1, 143.62% A3, 4, 5	\$ 243,032.16	\$ 235,485.57	\$ 93,789.60	\$ 9,639.77	\$ 41,506.04	\$ 623,453.14
Fee (10%):	\$ 41,091.84	\$ 41,442.60	\$ 15,909.36	\$ 1,635.18	\$ 7,040.59	\$ 107,119.57
Dewberry (DHA) LABOR COST:	\$ 452,010.26	\$ 455,868.56	\$ 175,002.97	\$ 17,986.95	\$ 77,446.53	\$ 1,178,315.27
Other Direct Project Costs:	\$ 2,191.00	\$ 8,189.00	\$ 12,761.00	\$ 4,328.00	\$ 2,260.00	\$ 29,729.00
MNS:	\$ 99,512.10	\$ 29,740.00	\$ 20,488.00	\$ -	\$ 7,500.00	\$ 157,240.10
David Black & Associates:	\$ 18,944.00	\$ -	\$ -	\$ -	\$ -	\$ 18,944.00
URS/AECOM:	\$ 213,404.00	\$ 47,939.00	\$ 64,240.00	\$ -	\$ -	\$ 325,583.00
Fugro:	\$ 34,234.00	\$ 31,582.00	\$ -	\$ -	\$ 24,029.83	\$ 89,845.83
Hamner-Jewell:	\$ 45,464.00	\$ 43,988.00	\$ 76,621.00	\$ 82,502.18	\$ 39,003.87	\$ 287,579.05
Rincon	\$ -	\$ -	\$ -	\$ 37,702.58	\$ 48,972.00	\$ 86,674.58
Total Subconsultant Costs:	\$ 411,558.10	\$ 153,249.00	\$ 161,349.00	\$ 120,204.76	\$ 119,505.70	\$ 965,866.56
TOTALS:	\$ 865,759.00	\$ 617,307.00	\$ 349,113.00	\$ 142,520.00	\$ 199,212.00	\$ 2,173,911.00
RUNNING TOTALS:	\$ 865,759.00	\$ 1,483,066.00	\$ 1,832,179.00	\$ 1,974,699.00	\$ 2,173,911.00	

Note: Amendment 2 was for time extension only.

ATTACHMENT 2

**Professional Environmental and Design Services
Agreement No. 2013-028 and Amendments 1 through 4
between the City of Goleta and Dewberry Engineers, Inc.
for 9033 Hollister Avenue Bridge Project**

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

This **AGREEMENT FOR PROFESSIONAL DESIGN SERVICES** ("AGREEMENT") is made and entered into this 16th day of April, 2013, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **DRAKE HAGLAN ASSOCIATES, INC.**, (herein referred to as "CONSULTANT").

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

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

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

WHEREAS, the City Council, on this 16th day of April, 2013, approved this AGREEMENT and authorized the City Manager to execute this AGREEMENT per the Goleta Municipal Code Section 3.05.240.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:
Professional design engineering services in conjunction with Hollister Avenue Bridge Replacement Project. Services shall generally include permitting, design, surveying, right of way engineering and acquisitions, as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein. CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A."

3. NON-APPROPRIATION OF FUNDS

It is mutually understood between the parties that this AGREEMENT was executed before ascertaining the availability of all funds or appropriation of all funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made. As a result, this AGREEMENT is valid and enforceable only if sufficient funds are made available to and appropriated by CITY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds. The CITY has the option to void the AGREEMENT under the termination clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

4. COMPENSATION AND PAYMENT

- a) The total amount payable by the CITY including the fixed fee shall not exceed \$865,759.
- b) The method of payment for this contract shall be based on actual cost-plus-a-fixed fee.
 - 1) The CITY will reimburse the CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by the CONSULTANT in performance of the work and in accordance with the payment rates and schedule as set forth in the Fee Schedule shown in Attachment A of Exhibit "A," attached hereto and incorporated herein by this reference. The CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in Exhibit A, unless additional reimbursement is provided for by contract amendment. In no event, will the CONSULTANT be reimbursed for overhead costs at a rate that exceeds the CITY's approved overhead rate set forth in the Cost Proposal. In the event, that the CITY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time and/or actual costs reimbursable by the CITY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "a" shall not be exceeded, unless authorized by contract amendment.
 - 2) In addition to the allowable incurred costs, the CITY will pay the CONSULTANT a fixed fee of \$41,091.84. The fixed fee is nonadjustable for the term of the contract, except in the event of a

significant change in the scope of work and such adjustment is made by contract amendment.

- 3) Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- c) When milestone cost estimates are included in the approved Cost Proposal, the CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Manager before exceeding such cost estimate.
- d) Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of the CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the CITY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Article 13 Termination.
- e) No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- f) The CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the CITY's Project Manager of itemized invoices in triplicate. Invoices shall be submitted no later than 45-calendar days after the performance of work for which the CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due the CITY including any equipment purchased under the provisions of Article 36 Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of the CONSULTANT's work. Invoices shall be mailed to the CITY's Project Manager at the following address:

City of Goleta
Rosemarie Gaglione P.E., Assistant City Engineer
130 Cremona Drive, Suite B
Goleta, CA 93117

- g) Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by the CITY's Project Manager.
- h) For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- i) All subcontracts in excess of \$25,000 shall contain the provisions of the section.

5. EXTRA SERVICES

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

6. CITY PROJECT MANAGER AND SERVICES BY CITY

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

7. TERM, PROGRESS AND COMPLETION

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

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

8. 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.

9. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Craig Drake is the CONSULTANT Project Manager and is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. There shall be no change in the CONSULTANT'S Project Manager or members of the project

team, as listed in the Statement of Qualifications which is incorporated into this contract by reference. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. The following portions of the work will be subcontracted out to other parties by CONSULTANT:

MNS Engineering	Mark Rincon	Surveying and Civil Engineering
David Black & Associates	David Black	Landscape Architecture
URS Corporation	Craig Woodman	Environmental
Fugro Consultants, Inc.	Jon Blanchard	Geotech and Soil Sampling
Hamner Jewell & Associates.	David Jewell	Right of Way Acquisition

This AGREEMENT is not assignable by CONSULTANT without CITY's prior consent in writing.

The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the CITY's Project Manager, except that, which is expressly identified in the approved Exhibit "A."

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

10. HOLD HARMLESS AND INDEMNITY

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

(b) Defense and Indemnity of Third Party Claims/Liability. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage which is caused by the sole active

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

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

11. INSURANCE

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

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 0001 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional Liability insurance on a policy form appropriate to CONSULTANT's profession. Limits shall be no less than \$2,000,000 per claim.

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

- a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10 with an edition date prior to 2004, or its exact equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37 with an edition date prior to 2004.
- b) CONSULTANT's insurance shall apply to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- f) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- g) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- h) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this

AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

12. RELATION OF THE PARTIES

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

13. 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.

14. TERMINATION BY CITY

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

15. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

16. FINANCIAL RECORDS

CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by CITY that relate to the performance of services under this Agreement. CONSULTANT shall also maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

17. ACCESS TO RECORDS

CONSULTANT shall provide free access to the representatives of CITY or its designees, the State and the FHWA at reasonable times to books and records as set forth in section 6.1; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

18. ORIGINAL RECORDS

Upon completion of, or in the event of termination or suspension of this Agreement, all completed and incomplete original agreements, data, documents, designs, drawings, exhibits, maps, models, computer files, reports, studies, surveys, notes, and other work, materials or documents prepared or used to prepare CONSULTANT's work product in the course of providing the Services pursuant to this Agreement ("**Consultant Work Product**") shall become the sole property of CITY once the CONSULTANT has received payment. CITY may duplicate, disclose, disseminate, use, reuse or otherwise dispose of CONSULTANT Work Product in whole or in part in any manner it deems appropriate, without the permission of CONSULTANT. With respect to computer files, CONSULTANT shall make available to the CITY, at CONSULTANT's office and upon reasonable written request by CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. CONSULTANT may retain copies of such consultant Work Product as a part of its record of professional activity.

19. AUDIT REVIEW PROCEDURES/RETENTION OF RECORDS

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

to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

20. 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.

21. 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.

22. 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.

23. 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.

24. TAXPAYER IDENTIFICATION NUMBER

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

25. 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.

26. 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.

27. USE OF THE TERM "CITY"

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

28. PERMITS AND LICENSES

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

29. 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.

30. 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.

31. 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.

32. 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.

33. NOTICES

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

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

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

34. COST PRINCIPLES

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

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

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

35. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

For the Scope of Work, CITY has a Underutilized Disadvantaged Business Enterprise (UDBE) goal of 3.6%. CONSULTANT is required to submit to CITY completed Caltrans Form 10-O2 reflecting the UDBE commitment by CONSULTANT. CONSULTANT is required to include in applicable Subcontracts the DBE contract language show in the attached Exhibit Standard Agreement for Subcontractor/DBE Participation (Exhibit C).

36. CONTINGENT FEE

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

37. DISPUTES

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

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

38. EQUIPMENT PURCHASE

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

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

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

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

39. INSPECTION OF WORK

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

40. SAFETY

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

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

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

41. CONFIDENTIALITY OF DATA

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

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

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

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

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

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

42. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

43. NON DISCRIMINATION STATEMENT OF COMPLIANCE

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

44. DEBARMENT AND SUSPENSION CERTIFICATION

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

Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

45. STATE PREVAILING WAGE RATES

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

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

46. CONFLICT OF INTEREST

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

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

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

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

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

47. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

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

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

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

extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

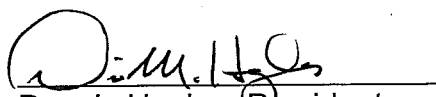
3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to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

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

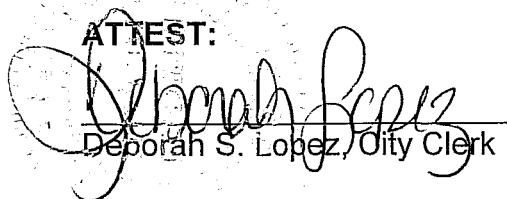
CITY OF GOLETA


Daniel Singer, City Manager

CONSULTANT


Dennis Haglan, President

ATTEST:


Deborah S. Lopez, City Clerk


Craig Drake, Chief Financial Officer

APPROVED AS TO FORM


Tim W. Giles, City Attorney

Exhibit A
Scope of Work

Exhibit A SCOPE OF WORK

This scope of work describes the tasks required to prepare and deliver the construction documents for the Hollister Avenue Bridge Replacement Project. Drake Haglan & Associates is the prime engineering consultant leading all tasks, and directing a team of subconsultants for certain tasks. DHA shall assure that all tasks are completed regardless of any designation for primary responsibility. The firm with primary responsibility for each task is indicated in parentheses for each task. The firms are designated as follows:

Drake Haglan & Associates, Inc. (DHA)	Hamner, Jewell and Associates (HJA)
MNS Engineers, Inc. (MNS)	URS Corporation (URS)
Fugro Consultants, Inc. (Fugro)	David R. Black & Associates (DBA)

“Consultant shall mean DHA.”

Task 1: Management and Quality Control

1.1 Project Management (DHA)

Consultant shall manage the project by tracking the schedule, budget, and value of the products produced.

Consultant shall create and maintain an “issues log” for the project, including issue, the responsible decision-maker for that issue, and the date the decision was made; transmit issues log to the City on a regular basis.

Consultant shall prepare progress summary reports to be submitted monthly. Progress summary reports shall identify work completed to date, work anticipated for the next month, and action items necessary to keep the project on track and moving forward, in bullet point format.

1.2 Schedule and Facilitate Meetings (DHA)

Consultant shall schedule, chair, and prepare meeting agendas and notes for Project Development Team (PDT) meetings. Consultant shall submit agendas for review prior to the meetings. Distribute notes to all attendees, everyone who was invited, and the City’s Project Manager within five (5) working days after the meeting. Include in the notes a list of attendees with phone numbers and email, a synopsis of discussion items, any pertinent information, decisions made, action items, and follow-up to action items. Assume that most PDT meeting will be conference calls, with face-to-face meetings as needed.

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

1.3 Develop and Update Project Schedule (DHA)

Consultant shall prepare a project schedule utilizing Microsoft Project. Provide an updated project schedule and reports of progress at a minimum of monthly intervals. The schedule will show plan check submittals at the 35% (Concept Review), 65% (Check Plans & Specs), 95% (Check PS&E) and Final stages for City review and comment. The schedule will also include milestones for bidding support, construction support and construction timing as line items.

Consultant shall provide full detail of schedule tasks and subtasks, including City function timeline, critical path, and other outside sources such as right-of-way, relevant City Council

meetings, Caltrans review periods and reviews periods by outside agencies. The schedule will indicate anticipated durations for all tasks and review periods.

Consultant shall integrate the Hollister Avenue Bridge Replacement project schedule into the Ekwil Fowler Project schedule.

1.4 Quality Assurance /Quality Control (DHA)

Consultant shall conduct Quality control reviews prior to the following submittals:

- General Plan and Bridge Type Selection
- 65% Plan Submittal
- 95% PS&E
- Final PS&E

Consultant shall review plans for compatibility between design disciplines, including a Road Plan Review as described in the Caltrans Memo to Designers 2-25. Review plans for consistency with the Ekwil-Fowler project.

Consultant shall review the Structure plans prior to the 65% Plan Submittal for compliance with the geotechnical recommendations.

Deliverables:

- Monthly progress reports with action item log and schedule update
- Meeting Agendas and Notes for meetings held at City office (4)
- Bi-weekly PDT Phone Conferences Agendas and Notes
- Project ftp site instructions & QC checklists with milestone submittals
- QA/QC Checklist

Task 2: Environmental Review for CEQA/NEPA and Technical Studies (URS)

The environmental documents for this project are a Categorical Exclusion with Technical Studies for NEPA, and an MND for CEQA. Prior CEQA studies (IS/MND) will be utilized to streamline the preparation of the environmental documents.

Review CEQA/NEPA Strategy with Caltrans

Consultant shall consult with the City to determine whether an addendum or new MND is the best choice for the Project's CEQA documentation, and if a Categorical Exclusion (CE) with Technical Studies can satisfy NEPA.

In anticipation of a CE, Consultant shall prepare a jurisdictional delineation, and update the California Red-Legged Frog, floristic and other wildlife biological surveys of the Hollister Avenue Bridge location. Using these updated and new biological studies, prepare an NES-MI and a Biological Assessment for steelhead critical habitat and the California red-legged frog. Consultant shall prepare other technical studies and memoranda based on existing data contained in the previous San Jose Creek Project MND and Addendum, with new studies as needed. Consultant shall utilize technical studies prepared in support of the Ekwil-Fowler Project EIR and NEPA Categorical Exclusion as these studies contain baseline data and evaluated construction-related impacts in the area immediately upstream of the existing Hollister Avenue Bridge. Consultant shall prepare all technical studies in accordance with the Caltrans SER.

Visual Impact Assessment (VIA) Report

Consultant shall prepare a Visual Impact Assessment technical memorandum that references and includes the VIA prepared for the Ekwil-Fowler project as an appendix. The technical memorandum shall include a description of the existing visual setting, updated for future

improvements that will be constructed as part of the Ekwil-Fowler Project, and assess potential visual impacts from the bridge replacement project.

Jurisdictional Delineation Report

Consultant shall conduct a renewed delineation of San Jose Creek in the vicinity of Hollister Avenue. Qualified biologists shall visit the channel of San Jose Creek within 100 feet upstream and downstream of the project area, and delineate the boundaries of the riparian corridor, as well as the limits of the ordinary high water, using sub-meter accurate GPS technology. Map the jurisdictional limits of the USACE and CDFG in the project, as well as the limits of the City's ESHA. Where field observations suggest that three-parameter wetland conditions may be present, wetland boundaries shall be delineated in accordance with the field procedures set forth in the USACE's Wetland Delineation Manual.

Following completion of the field delineation, Consultant shall prepare a Jurisdictional Delineation Report containing accurate, quantitative descriptions of the site's jurisdictional waters, including maps prepared in accordance with the USACE's most current specifications. Submit the Jurisdictional Delineation Report in draft form for review. The final version shall be an appendix to the MND, providing substantial evidence for the CEQA analysis of impacts to the creek. The report shall also accompany the USACE, CDFG, and Central Coast RWQCB permit applications described under Task 9.

Floristic and Breeding Bird Surveys

Consultant shall conduct focused surveys for plants and breeding birds and document findings. Conduct a single field visit to the site during the spring nesting season in April or May, 2013. Consultant shall survey all areas within 100 feet upstream and downstream of the project area, and document all plants and wildlife observed. Consultant shall perform the bird survey with a biologist qualified to identify Santa Barbara County birds by sight and sound, scanning the survey area with binoculars and listening for vocalizations. Consultant shall conduct the floristic survey with a qualified botanist, thoroughly investigating the survey area on foot and compiling a list of all plant species present.

Consultant shall prepare a brief letter report presenting the results of the biological survey. The letter report shall contain a map illustrating the project area and the limits of the area surveyed, as well as locations of any sensitive resources detected. The letter report shall be cited in the MND to substantiate the baseline environmental conditions regarding biological resources, and shall also be included as an appendix to the NES-MI for the project.

California Red-legged Frog Protocol Surveys and No-Effect Letter

Consultant shall conduct and document renewed surveys for California red-legged frog during the 2013 season, using the most recent USFWS survey protocol. The survey effort will be led by a qualified biologist holding a valid Section 10(a)(1)(A) recovery permit for this species.

As per the survey protocol, a total of two (2) daytime surveys and four (4) nighttime surveys are to be conducted during the breeding season to be concentrated between February 25 and April 30 to meet protocol recommendations and complete the efforts as early as possible, and an additional one daytime survey and one nighttime survey are proposed during the non-breeding season, after July 1. As required by the survey protocol, separate the nighttime surveys by at least one week's time, although daytime and nighttime surveys may be conducted on the same day.

Consultant shall document the surveys in a brief letter report that includes project location, methods, results, and a map of the survey area, illustrating the locations of any California red-legged frogs detected. Consultant shall cite this letter report in the Biological Resources section of the MND, and also place it in an appendix to the NES-MI for the project.

Consultant shall prepare a draft “no effect” determination letter, using the Caltrans template, and submit to the FHWA (Caltrans) for finalization. Provide a copy of the final letter to the USACE as a part of the Section 404 application process (see Task 9).

Natural Environment Study (Minimal Impacts)

Consultant shall prepare a Natural Environment Study (Minimal Impacts) (NESMI), in conformance with Caltrans’ Standard Environmental Reference. The NESMI shall contain the following information:

- Executive Summary
- Introduction, explaining the purpose of the project and the NESMI
- Description of the study methods used to determine project impacts in the NESMI
- Description of the project’s environmental setting, focusing on existing biological resources
- Analysis of the project’s impacts on biological resources
- Discussion of avoidance, minimization, and mitigation measures proposed; measures shall be identical to those identified in the Biological Resources section of the MND
- A list of regulatory permits required for the project
- A bibliography of references cited

Consultant shall include the technical reports presenting results of the jurisdictional delineation, California red-legged frog surveys, nesting bird survey, and floristic survey in the NESMI as appendices, along with the biological technical documents prepared to accompany the original project MND and first Addendum.

Biological Assessment (BA)

Consultant shall prepare a Biological Assessment (BA) evaluating the effects of the proposed action on designated critical habitat for the southern steelhead and California red-legged frog.

Historic Properties Survey Report (HPSR)

Archaeological Survey Report (ASR)

Supplemental Historic Resources Evaluation Report (HRER)

Consultant shall document the findings of prior studies of the Ekwil-Fowler Project in a negative short form HPSR for the proposed bridge replacement project. Coordinate with the Caltrans’ cultural resources specialist at the beginning of the environmental review.

Initial Site Assessment (ISA) Checklist

Consultant shall prepare an ISA checklist in accordance with the Caltrans SER, including the following:

- Interviews with past and present owners, operators, and occupants;
- Review of historical sources of information, such as aerial photographs, fire insurance maps, building department records, chain of title documents, and land use records;
- Review of government records, including regulatory reports for both the subject properties and nearby or adjoining properties;
- Visual inspection of the subject properties and of adjoining properties; and
- Documentation of research, observations and results of the environmental inquiry in a written report.

Noise Impact Analysis and Technical Memorandum

Consultant shall use construction equipment lists and other data to predict construction noise levels at nearby sensitive receptors. Consultant shall incorporate the results of this analysis into the CEQA document, to be reviewed by Caltrans during preparation of the NEPA CE. If Caltrans requires, present the noise analysis in a technical memorandum.

Water Quality Technical Memorandum

Consultant shall prepare a technical memorandum to fulfill relevant data requirements of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA), and provide information, to the extent possible, for the National Pollution Discharge Elimination System (NPDES) permitting.

The technical study 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 also will 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.

Greenhouse Gas / Air Quality Technical Memorandum

Consultant shall quantify project emissions using CALEE Mod or Urbemis, summarize the results in a technical memorandum and incorporate the results into the CEQA document.

Deliverables

- MND
- Visual Impact Assessment Technical Memorandum
- Jurisdictional Delineation Report
- Floristic and Wildlife Survey Letter Report
- CA Red-Legged Frog Protocol Survey Report and No Effect Letter
- Natural Environmental Study (Minimal Impacts)
- Historic Property Survey Report (short form)
- Initial Site Assessment Checklist
- Noise Impact Analysis and Technical Memorandum (if required)
- Water Quality Technical Memorandum
- GHG / Air Quality Technical Memorandum

Task 3: Supplemental Surveying for Base Mapping and Hydraulic Analysis (MNS)

3.1 Field Surveys and Topographic Mapping (MNS)

Consultant shall review existing topographic mapping, boundary, right-of way and easement mapping for the adjacent Hollister Avenue/Highway 217 roundabout project and fill in additional survey data as necessary to complete the base map for design, hydraulic analysis, and ROW engineering of the bridge replacement project, including:

Corridor Mapping: Consultant shall conduct a field survey of the roadway corridor from the east side of Kellogg Avenue, easterly to the west side of the Highway 217 bridge. The width coverage is from back of walk to back of walk. Locate all hardscape features including observable utilities and pipe inverts, trees, and lane striping.

Bridge Mapping: Consultant shall conduct a field survey of the existing Hollister Avenue Bridge and the bridge 100-feet south of the Hollister Avenue Bridge. Locate bridge decks, soffits, piers, walls and visible utilities.

San Jose Creek Mapping: Consultant shall conduct a field survey of the creek corridor, 200 feet wide (100 feet east and west from creek centerline) from 120 feet north of the north edge of Hollister Bridge to 120 feet south of the south edge of the southerly bridge over San Jose Creek.

San Jose Creek Cross-Sections: Consultant shall conduct a field survey of the creek cross-sections which will include five sections north of the Creek Mapping Area. Sections will extend 50 feet east and 50 feet west from creek centerline.

Consultant shall prepare new base map and surface for design.

Deliverables

- Base mapping for bridge foundation plan
- Creek mapping
- Creek cross sections and creek profile

Task 4: Materials and Foundations Reports (Fugro)

Consultant shall prepare a Materials and Foundations Report to support the design of the pavement structural sections and bridge foundations.

Consultant shall prepare a Preliminary Foundation Report, including discussions and geotechnical considerations for alternative foundation types for the new bridge. Provide the PFR in PDF format.

Consultant shall prepare a Geotechnical Report for the project. Submit the draft report in PDF format. Include graphics showing the site location, locations of field explorations, and interpreted subsurface profile along the alignment(s) with the report. Include field and laboratory data obtained from the geotechnical study in the report.

Consultant shall include the following opinions and recommendations for the roadway in the report:

- Slope inclinations for the design of cut and embankment slopes;
- Embankments including suitability of excavated materials for use as fill, moisture control, erosion control and drainage considerations, expansive soils, estimated settlement and special treatments to reduce settlement, if needed;
- Corrosion considerations for culverts and buried concrete structures (cement factors, pipe thickness, and need for coatings);
- Earthwork factors for onsite materials that are excavated and replaced as compacted fill; and
- Structural sections for asphalt concrete pavements based on traffic indices used for the project.

Consultant shall include the following opinions and recommendations regarding the bridge foundation design in the report:

- Soil and groundwater conditions encountered;
- Site geology, faulting and seismicity;
- Seismic design criteria and recommended ARS Curve for use with Caltrans design methods;

- Liquefaction potential and considerations relative to foundation design (negative skin friction and estimated seismic settlement of approaches and pile foundations, if needed);
- Corrosion considerations for design of subsurface structures (minimum cement factors estimated in accordance with Caltrans guidelines);
- Scour, grain sizes for samples of riverbed materials, and mean particle size of thalweg material;
- Specified tip elevation, settlement, and size for foundation types and class of pile loading considered (up to 2 pile types can be considered within proposed level of effort);
- Lateral capacity plotted as shear, moment and deflection versus depth for a single pile foundation under free-head and fixed-head conditions based on p-y analysis;
- Pile spacing and group reduction factors for vertical and lateral loads, if needed;
- Lateral earth pressures, spring constants, and passive pressure resistance for abutment design;
- Special considerations for approach fill settlements: allowable slope inclinations, waiting periods, and need for monitoring; and
- Construction considerations: need for dewatering, pile driving, CIDH pile construction, adjacent structures, temporary excavations, and shoring.

Consultant shall prepare the Log of Test Borings sheets for the bridge on Caltrans standard plan sheets for logs of test borings, modified to incorporate the City's plan sheet border. Submit a copy of the LOTB with the draft Geotechnical (Bridge Foundation) Report.

Consultant shall respond to review comments and incorporate them into the final Geotechnical Report and Log of Test Borings sheet. Submit the final report with an electronic copy of the LOTB.

Deliverables

- Draft Geotechnical Report
- Final Geotechnical Report
- Log of Test Borings Sheets

Task 5: Location Hydraulics Study (MNS)

Using the existing HEC-RAS output data, Consultant shall complete a Location Hydraulic Study to conform to the requirements described in 23 CFR 650A, Section 650.111(b) (c) (d).

The report shall describe potential impacts to residences, other buildings, crops, Emergency or Evacuation Route, Emergency Vehicle Access, Practicable Detour Available, Approximate Duration of Traffic Interruption for Base Flood (Q_{100}), including a discussion of the following items:

- Risk associated with implementation of the action
- Impacts on natural and beneficial floodplain values
- Support of probable incompatible floodplain development
- Measures to minimize floodplain impacts associated with the action
- Measures to restore and preserve the natural and beneficial floodplain values impacted by the action

- Practicability of alternatives to any significant encroachment
- Practicability of alternatives to any longitudinal encroachment

Deliverables

- Location Hydraulic Study

Task 6: Summary Floodplain Encroachment Report (MNS)

Consultant shall Prepare a Summary Floodplain Encroachment Report based on results of the Location Hydraulic Study and in accordance with Caltrans content requirements.

Deliverables

- Summary Floodplain Encroachment Report

Task 7: Hydrology and Hydraulics Study (MNS)

Consultant shall Review and confirm that the existing San Jose Creek Capacity Improvement Project hydraulic analysis is acceptable for use in this project. The existing model will be used as the baseline condition for the existing bridge for the hydraulic study.

Using the existing HEC-RAS model, Consultant shall analyze the proposed bridge configuration and prepare a bridge hydraulics report. Include FEMA floodplain mapping and topographic mapping in the report.

Deliverables

- Draft Hydrology and Hydraulics Study
- Final Hydrology and Hydraulics Study

Task 8: General Plan and Bridge Type Selection (DHA)

Consultant shall prepare the bridge and approach roadway alignment according to the layout of the SB 217 roundabout of the Ekwill/Fowler project. Consultant shall prepare and submit a geometric alignment drawing (GAD) showing the horizontal alignment and vertical profile conforming to the SB 217 roundabout. Consultant shall prepare a Bridge Type Selection study in accordance with Caltrans Memo to Bridge Designers 1-29. Revise and resubmit the bridge General Plan and geometric alignments with responses to the City review comments.

Consultant shall prepare and submit a letter report documenting the Bridge Type Selection for transmittal to Caltrans.

Upon approval of the project GAD and Bridge General plan by the City and Caltrans, Consultant shall prepare the project description for the environmental document. Finalize the Bridge General Plan and circulated in PDF format to the City and other agencies and stakeholders as necessary.

Consultant shall assemble the information developed during the preliminary bridge and roadway studies into a technical memorandum that includes:

- Summary including preliminary plans, right-of-way (temporary easements), construction staging and access, utility relocation and accommodation, and anticipated design exceptions
- Discussion of the pros & cons of each bridge type (Type Selection Memo)
- Preliminary quantities and estimated construction cost for each alternative
- Recommended bridge type for final design
- List of any design decisions needed from the City
- List of issues that will be resolved during final design

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

Consultant shall prepare an initial construction cost estimate based on anticipated construction items and estimated quantities from the Bridge General Plan. Revise and resubmit preliminary cost estimates as the project progresses at the 65%, 95% and Final stages.

Consultant shall perform quality control on all submittals.

Deliverables

- Geometric Approval Drawings (GADs) including roadway typical section
- Bridge General Plan
- Technical Memorandum (Bridge Type Selection Memo)
- Preliminary Construction Cost Estimate

Task 9: Technical Support to Secure Permits (DHA, URS)

Consultant shall provide the City with exhibits and calculations necessary for the application and approval of the various permits that have been identified for the construction of the project, which include:

- USCOE 404 Permit
- USFWS and NOAA Fisheries Section 7 Consultation
- RWQCB 401 Permit
- California Department of Fish & Wildlife 1602 Permit
- Caltrans Encroachment Permit
- Santa Barbara County Air Quality Air Pollution Control District Permit or Exemption
- State Water Resources Control Board – Construction General Permit

Task 10: Coordination with City's Ekwil Street and Fowler Road Extension (DHA)

Consultant shall integrate the bridge replacement plans to be constructed with the plans for the Hollister/217 interchange project. Keep all HBP related costs and construction items segregated from the Ekwil Fowler Project.

Task 11: Design Review Board Approval (DHA, DBA)

Consultant shall prepare project plans and exhibits for review by the Design Review Board (DRB) at each submittal milestone. Exhibits shall include modeling of visible bridge elements for review by the DRB. Prepare a response to comments for comments received from the DRB.

Task 12: Bike Access Feasibility Assessment.

Consultant shall assess the feasibility for the proposed bridge to accommodate a Class 1 Bike Lane under the structure to enable the crossing of Hollister Avenue. The assessment will consider clearance criteria, structural design requirements, and accommodation within or next to the San Jose Creek Channel and related fish-passage elements.

Deliverables:

Technical Memorandum.

Task 13: 65% PS&E (DHA, DBA)

The 65% design level submittal will consist of the draft plans only. Consultant shall submit an updated general plan estimate if there are notable changes from the Preliminary Construction Cost Estimate. Consultant shall assemble and submit a preliminary bid item list that identifies non-standard items needing Special Provisions.

Consultant shall prepare the roadway civil design based on the approved geometric approval drawing.

Consultant shall prepare the Title Sheet that includes the appropriate City and federal funding project identification, as well as a sheet index, a vicinity map, the project legend, general notes, and the project control points.

Consultant shall prepare the roadway Typical Section Sheet, including the roadway structural section based on City standards or Ekwil-Fowler criteria.

Consultant shall prepare Plan and Profile sheets that delineate the general roadway improvements and pavement dimensions. Geometric information, tied to the project control points, shall be shown to sufficiently describe both the horizontal and vertical alignments.

Consultant shall prepare the roadway Construction Details at appropriate scale, showing utility locations, re-grading and geometric details. Specific improvement details may also be shown on the Construction Details.

Show traffic handling details on relevant sheets. Show detour route signage to be used during construction closures. Advisory and construction area signs (CAS) shall be shown on a Construction Area Signs Sheet.

Consultant shall develop a signing and pavement marking plan utilizing City standard details and current Caltrans Traffic Manual, Sign Specifications, and Standard Plans, as applicable. Show existing and new sign locations. Designate standard signs by appropriate Caltrans standard sign numbers. Show temporary signing and striping, portable delineators, temporary crash cushion arrays and temporary railing (Type K), as necessary.

Consultant shall include and incorporate appropriate plan sheets from the San Jose Creek Capacity Improvement Project for the widening of the San Jose Creek. The plan sheets for portion of the creek to be widened within the project limits will be inserted into the plan set for the bridge replacement.

Bridge design shall be in accordance with Caltrans Bridge Design Specifications and applicable sections of the Caltrans Bridge Memo to Designers and Bridge Design Aids manuals. The design shall meet City, Caltrans and FHWA standards in effect as of the date of Notice to Proceed. Seismic design shall be performed in accordance with latest edition of the Caltrans Seismic Design Criteria.

Detailing of plans shall be in accordance with Caltrans Bridge Design Details Manual. Both the design and detailing shall be based on the use of the latest City Standards and Caltrans Standard Plans and Standard Specifications.

Deliverables:

- 65% plans in PDF
- Updated combined "estimate of probable costs" in PDF and MS Excel
- Draft item list

Task 14: 95% PS&E (DHA, DBA)

Consultant shall prepare and submit the 95% PS&E, consisting of fully designed and checked plans, specifications and estimate. Consultant shall prepare and submit a "Response to 65% Comments" document with the 95% PS&E. Consultant shall perform a QC review of the 95% plans, specifications and estimate and incorporate appropriate revisions prior to submittal to the City. Consultant shall prepare and submit specifications in Microsoft Word and the estimate in Microsoft Excel. The Plans, Specifications and Estimate shall be prepared in accordance with current Caltrans standards and practices for local agency projects, as well as conform to the City of Goleta's standards and practices.

The project technical specifications shall be prepared and combined with City supplied front-end boilerplate specifications.

Deliverables:

- 95% Plans in PDF
- Special Provisions in PDF and MS Word
- Combined Engineers Estimate in PDF and MS Excel

Task 15: Final Bid Package and RE-File (DHA)

Consultant shall prepare the construction quantity calculations and marginal estimate for the RE file. Base unit costs upon the most current cost information for recent similar projects in the area compiled.

Consultant shall prepare a construction schedule to determine the number of working days for construction.

Deliverables:

- One set of 24 x 36 Reproducible Mylar Final Design Plans signed by the Registered Engineer responsible for the preparation of the plans
- One un-bound hard copy of Final Project Special Provisions signed by the Registered Engineer responsible for the preparation of specifications
- Electronic Microsoft Excel file of Construction Cost Estimate
- AutoCAD Project Plans on CD
- Electronic Microsoft Word file of specifications
- Hard copy of Construction Cost Estimate
- Resident Engineer's File

Task 16: Right of Way Engineering (MNS)

Consultant shall prepare the required maps, legal descriptions, deeds, sketches, and back-up data to support the right-of-way acquisition effort. ROW engineering shall be performed based upon the Caltrans ROW Manual specifications.

Consultant shall utilize previous right-of-way research from the Ekwill-Fowler project to ensure that right-of-way acquisitions are coordinated. This task shall include:

- Prepare right of way and adjacent boundary retracement sufficient for identifying and ultimately describing the areas required for temporary and permanent easements.
- Identify the parcels where preliminary title reports are needed.
- Determine the precise areas needed for permanent and temporary easements, and for areas of interagency transfer.
- Prepare the appraisal map which identifies the parcel number, owner, type of easement, size of easement, and remainder size.
- Prepare legal descriptions and sketches for each parcel to be acquired for temporary or permanent use.

Task 17: Right of Way Appraisals (HJA)

Consultant shall obtain Preliminary Title Reports for the affected parcels. Consultant shall obtain appraisals from a state licensed real estate appraiser, prepared in conformance with state laws and Caltrans guidelines, as required to set the basis of right of way purchase offers to private property owners by the City. All appraisals shall be submitted to the City for review and pre-approval prior to purchase offer presentations. If project funding requires formal third party appraisal reviews, assume that Caltrans staff will provide the required appraisal reviews.

Task 18: Right of Way Acquisition (HJA)

Consultant shall coordinate all right of way acquisitions for this project with the acquisitions of the Ekwill Fowler Extension project. Consultant shall prepare offer packages based upon the appraisals, for presentation to each involved property owner. Offer packages shall include an offer letter, Appraisal Summary Statement, proposed Acquisition Agreement, and Deed. Present these documents for City review and pre-approval prior to presenting offers to property owners. Concurrently, Consultant shall seek Caltrans review and approval of the appraisals, prior to proceeding with making the purchase offers. After offer presentation, Consultant shall handle all follow up negotiations in pursuit of mutually acceptable amicable purchase agreements with each owner to finalize the property purchases. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, Consultant shall coordinate with City and, if appropriate, with the City Attorney's office in conjunction with any required Necessity Hearing scheduling. For those which reach final agreements, Consultant shall process all documents for necessary approvals and coordinate escrows, title insurance, and closings.

Task 19: Utility Coordination and Relocations (DHA)

Consultant shall ensure that this task is coordinated with the Ekwill Fowler Project. Consultant shall ensure that all utility relocation costs attributed to the HBP project are identified and segregated from the Ekwill Fowler Project.

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

- Utility Base Map: Prepare a utility base map to be used in conjunction with the topographic base map.
- Utility Matrix: Prepare a utility matrix to document the utility coordination activities including: owner; contact name, telephone and facsimile numbers; mailing and physical addresses; email addresses; dates and methods of communication; description of effected utility; method of conflict resolution, if any; status of relocation plans, if any; etc.

- Utility Verification Package: Prepare the Request for Utility Information letter with plans that outline the proposed design and right-of-way, and existing utilities as mapped in the field.

Consultant shall prepare and execute a potholing plan to provide positive identification and location of any high risk utility facilities that may conflict with the project.

- Utility Notice of Potential Conflict Package: Consultant shall prepare a Notice of Potential Conflict letter, that identifies potential utility conflicts with the planned project and transmit to each affected utility with a relocation deadline schedule. This is a formal coordination letter that identifies the relocation work and schedule required to complete the relocations. Packages will be sent to all utility owners within the project limits – regardless of potential conflict or not – in order to provide transparency of all utility coordination.
- Relocation Parameters: Provide utility relocation parameters for utility owner relocations plans.

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

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

- Field Meetings: Consultant shall attend field meetings with utility owner representatives.
- Utility Relocation Agreements: Consultant shall prepare utility relocation agreements if necessary.
- Utility Specifications: Consultant shall prepare special provisions relating to utility coordination during construction including timing and duration of construction windows for utility relocations performed by owner's forces.
- Utility Plans: Consultant shall finalize utility plans for contract documentation plan set.
- Utility Notice to Owner Package: Consultant shall prepare Notice to Utility Owner letters that include final project plans that show location and elevation of existing utility and the proposed utility relocations.
- RE Pending File: Consultant shall provide documentation of the utility coordination effort for the City and the RE Pending file. Provide the City with support for the right-of-way certification.

Deliverables:

- Utility contact list and initial status matrix
- Utility Request for Utility Information letters, plans, and updated utility status matrix
- Utility Notice of Potential Conflict letters, plans, and updated utility status matrix
- Utility Notice to Utility Owner letters, plans, and updated utility status matrix
- Relocation Agreements, as necessary
- Utility Plan and specification
- Utility Section for RE Pending File

Task 20: Mitigation Monitoring Plan (URS)

Consultant shall prepare a Mitigation and Monitoring Plan (also known as a program). Once NEPA and CEQA documentation and permitting conditions have been finalized, Consultant shall compile a list of mitigation measures and conditions of approval identified during environmental review and the permitting process.

Task 21: Contract Bidding and Award Assistance (DHA)

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

Consultant shall assist in preparing addenda that may be issued to bidders. Answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during the bidding process and preconstruction meeting. Consultant shall assist the City in preparation of Addenda regarding omissions or conflicts in the design.

Scope Assumptions:

The City has adopted a Mitigated Negative Declaration (MND) under CEQA which includes the bridge replacement. There have been no environmental approvals under NEPA for the bridge work, but the MND and related studies were performed to meet NEPA requirements. An additional addendum to the MND as well as NEPA approval is required.

The deck geometry of the replacement bridge will be driven by the layout of the SB 217/Hollister Roundabout developed for the Ekwill Street and Fowler Road Extensions Project.

The actual costs may vary from task to task from that proposed in the fee, but the overall fee will not be exceeded unless additional work is requested and approved by the City, and fee for any such additional work will be negotiated prior to work being performed.

The City will obtain permits and pay all permit fees, with technical support provided by the Consultant.

The City will perform review and approval of all project deliverables.

The City will lead all community outreach efforts with support from Consultant. Consultant shall prepare exhibits and be available to attend public workshops/open houses.

The City will provide legal services necessary should Eminent Domain proceedings be required for right of way acquisition.

The preparation of a SWPPP is not included.

Exhibit B
Rate Sheets

RATE SHEETS

City of Goleta
Hollister Avenue Bridge Replacement Project

DRAKE HAGLAN AND ASSOCIATES CONTRACT SUMMARY

CONTRACT No.
CONSULTANT:

Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Craig Drake	Principal Engineer	676	\$ 83.25	\$56,277.00
Kevin Ross	Principal Engineer	98	\$ 79.60	\$7,800.80
Jeff Elmensdorp	Sr. Br. Engr. Range A	814	\$ 52.50	\$42,735.00
Rebecca Bautista	Assist. Engr. Range A	250	\$ 33.25	\$8,312.50
Alex Barba	CAD Drafter Range B	380	\$ 35.00	\$13,300.00
Dave Mells	Sr. Engr. Range C	56	\$ 62.80	\$3,516.80
Melissa McConnell	Engr. Range A	537	\$ 45.00	\$24,165.00
Kelth Dresbach	CAD Drafter Range B	30	\$ 35.00	\$1,050.00
Theresa Bautista	Administration	44	\$ 32.00	\$1,408.00
Dennis Haglan	Principal Engineer	32	\$ 89.50	\$2,864.00

2,917 Total Hours

Subtotal Direct Labor Costs \$161,429.10
Anticipated Salary Increases \$6,457.16

TOTAL - Direct Labor \$167,886.26

INDIRECT COSTS

	Rate	Total
Overhead	95.36%	\$160,096.34
Fringe Benefit	49.40%	\$82,935.81
General & Administrative	0.00%	\$0.00
	144.76%	

TOTAL - Indirect Costs \$243,032.16

FEE

(10.00%)

TOTAL - Fee \$41,091.84

OTHER DIRECT COSTS

			Total
Travel Costs (mileage)	Miles	2,000 @ \$ 0.565	\$ 1,130.00
Travel Costs (lodging)	Nights	4 @ \$ 150.00	\$ 600.00
Plan Reproduction	Full Size Sheets	25 @ \$ 5.00	\$ 125.00
Overnight Service	Each	10 @ \$ 15.60	\$ 156.00
Graphic Presentation Boards	Boards	4 @ \$ 45.00	\$ 180.00

TOTAL - Other Direct Costs \$2,191.00

TOTAL COST \$454,201.26

SUBCONSULTANTS

MNS Engineers	\$ 99,512.10
David Black & Associates	\$ 18,944.00
URS	\$ 213,404.00
Fugro	\$ 34,234.00
Hamner-Jewell	\$ 45,464.00

Total Subconsultants Cost \$ 411,558.10

Total Contract \$865,759.00

Exhibit B

Project Name: Hollister Avenue over San Jose Creek Bridge Replacement Project

Task No.	TASKS	Project Manager	Bridge Project Engineer	Bridge Engineer	Bridge Designer	Bridge CAD	Senior Roadway Engineer	Roadway Engineer	Admin	Admin	QA/QC Engineer	DHA Hours	DHA Direct Labor Cost
		CD	KR	JE	RB	AB	DM	ML	KO	TB	DH		
		\$93.25	\$78.60	\$52.50	\$33.25	\$55.00	\$42.80	\$45.00	\$35.00	\$32.00	\$18.50		
1	Management and Quality Control	500	20	100					18	15		654	\$48,609
2	Environmental Review for CEQA/NEPA and Technical Studies	15		40				20				76	\$4,332
3	Supplemental Surveying for Base Mapping and Hydraulic Analysis			1				8				9	\$413
4	Materials and Foundation Reports		2	8								10	\$579
5	Location Hydraulic Study			2								2	\$105
6	Summary Floodplain Encroachment Report			1								1	\$53
7	Hydrology and Hydraulics Study	2		16								18	\$1,007
8	General Plan and Bridge Type Selection	8	4	120		40		65		4		241	\$11,737
9	Technical Support to City in Securing All Permits	4		8								12	\$753
10	Coordination with City's EIR/II Street and Fowler Road Extension	8		10			8	16				42	\$2,413
11	Design Review Board (DRB) Approval	50		24		80		24				188	\$10,135
12	General Plan and Bridge Type Selection											0	\$0
13	65% PS&E	8	40	280		180		200		8	16	732	\$35,538
14	95% PS&E	30	24	80	250	40	24	70	4	8	8	538	\$24,090
15	Final Bid Package and RE File	8	8	60		40	15	32	8	8	8	188	\$9,550
16	Right of Way Engineering	2		4				12				18	\$917
17	Right of Way Appraisals	1						2				3	\$173
18	Right of Way Acquisition	1										1	\$83
19	Utility Coordination and Relocations	8		32			8	60				108	\$5,548
20	Mitigation Monitoring Plan	4		4				4				12	\$723
21	Contract Bidding and Award Assistance	16		24				24				64	\$3,672
	Subtotal - Hours	676	88	914	250	380	66	537	30	44	32	2017	\$151,429
	Total Direct Labor Cost	\$56,277	\$7,801	\$42,735	\$8,313	\$13,300	\$3,577	\$24,165	\$1,060	\$1,408	\$2,884	\$161,429	

City of Goleta
Ekwill Street and Fowler Road Extensions Project

**URS CORPORATION
CONTRACT SUMMARY**

CONTRACT No.

CONSULTANT:

Drake Haglan & Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total	
Craig Woodman	Sr Project Manager	398	\$ 56.96	\$22,670.08	\$68.99
Chris Julian	Project Engineer / Scientist	340	\$ 53.00	\$18,020.00	\$64.19
Matt Dunn	Project Engineer / Scientist	60	\$ 50.04	\$3,002.40	\$60.61
Johanna Kisner	Sr Engineer / Scientist	144	\$ 40.84	\$5,880.96	\$49.47
Tricia Winterbauer	Sr Engineer / Scientist	416	\$ 41.96	\$17,455.36	\$50.82
Courtney Smith	Sr Engineer / Scientist	100	\$ 28.24	\$2,824.00	\$34.20
David Denniston	Sr GIS / Drafter	40	\$ 44.84	\$1,793.60	\$54.31
Billy Fletcher	Graduate Engineer / Scientist	68	\$ 20.96	\$1,425.28	\$25.39
Jaret Campisi	GIS / Drafter	204	\$ 24.20	\$4,936.80	\$29.31
Doug Kelley	Sr Word Processing	82	\$ 33.32	\$2,732.24	\$40.36
Wendy Willis	Projects & Contracts Assistant	88	\$ 30.88	\$2,717.44	\$37.40
		0		\$0.00	
		0		\$0.00	

1,940

Subtotal Direct Labor Costs \$83,458.16

Anticipated Salary Increases \$3,338.33

TOTAL - Direct Labor \$86,796.49

INDIRECT COSTS

	Rate	Total
Overhead	76.65%	\$66,529.51
Fringe Benefit	44.47%	\$38,598.40
General & Administrative		\$0.00
	121.12%	

TOTAL - Indirect Costs \$105,127.90

FEE (10.00%)

TOTAL - Fee \$19,192.44

Facilities Capital Cost of Money (FCCM @ 0.348% of direct labor)

\$302.05

OTHER DIRECT COSTS

	Total
Travel Costs	\$ 609.34
Photocopies	\$ 771.75
EDR File Search	\$ 525.00
GIS Equipment	\$ 78.75
Overnight Service	\$ -
Graphic Presentation Boards	\$ -

TOTAL - Other Direct Costs \$1,984.84

TOTAL COST \$213,404.00

City of Goleta
Hollister Avenue Bridge Replacement Project

**DAVID R. BLACK & ASSOCIATES
CONTRACT SUMMARY**

CONTRACT No. _____
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
David Black	Landscape Architect	66	\$ 100.00	\$6,600.00
Natira Jones	Designer/Draftsperson	76	\$ 67.00	\$5,092.00

142 Total Hours

Subtotal Direct Labor Costs \$11,692.00
Anticipated Salary Increases \$468.62

TOTAL - Direct Labor \$12,160.62

INDIRECT COSTS

	Rate	Total
Overhead	15.00%	\$1,824.09
Fringe Benefit	12.00%	\$1,459.27
General & Administrative	12.00%	\$1,459.27
	39.00%	

TOTAL - Indirect Costs \$4,742.64

FEE (10.00%)

TOTAL - Fee \$1,690.33

OTHER DIRECT COSTS

			Total
Outside Repro	Each	1 @ \$ 350.00	\$ 350.00
			TOTAL - Other Direct Costs \$350.00

TOTAL COST \$18,944.00

City of Goleta
Hollister Avenue Bridge

FUGRO CONSULTANTS, INC.
CONTRACT SUMMARY

CONTRACT No.

CONSULTANT:

Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate*	Total
Jon Blanchard	Principal Engineer	48	\$ 58.89	\$2,826.72
Ron Chruch	Senior Professional	20	\$ 48.78	\$975.60
Loree Berry	Project Professional	82	\$ 39.10	\$3,206.10
Chad Stoehr	Senior Staff Professional	8	\$ 32.86	\$262.88
Brendan Egan	GIS/CADD Operator	32	\$ 40.00	\$1,280.00
Michelle Herrera	Word Processor	20	\$ 18.76	\$375.20
		<u>210</u>	<u>Total Hours</u>	

*Raw labor rates as of February 2013

Subtotal Direct Labor Costs \$8,926.50
Anticipated Salary Increases \$535.59

TOTAL - Direct Labor \$9,462.09

INDIRECT COSTS

	Rate*	Total
Overhead	164.57%	\$15,571.76
Fringe Benefit	64.34%	\$6,087.91
General & Administrative	0.00%	\$0.00
	<u>228.91%</u>	

*2011 audited rates, Latest available rate.

TOTAL - Indirect Costs \$21,659.67

FEE

(10.00%)

TOTAL - Fee \$3,112.18

OTHER DIRECT COSTS

Total
\$ -
TOTAL - Other Direct Costs \$0.00

TOTAL COST \$34,234.00

City of Goleta
Hollister Bridge Project

**HAMNER, JEWELL & ASSOCIATES
CONTRACT SUMMARY**

CONTRACT No. _____
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Lillian Jewell	Managing Sr. Associate	65	\$ 57.50	\$3,737.50
David Jewell	R/W Agent	97	\$ 30.00	\$2,910.00
Valerie Bond	Transaction Coordinator	13	\$ 27.50	\$357.50

175 Total Hours

Subtotal Direct Labor Costs	\$7,005.00
Anticipated Salary Increases	\$2,000.00

TOTAL - Direct Labor \$9,005.00

INDIRECT COSTS

	Rate	Total
Overhead	137.00%	\$12,336.85
Fringe Benefit	37.74%	\$3,398.49
General & Administrative	0.00%	\$0.00
	174.74%	

TOTAL - Indirect Costs \$15,735.34

FEE (10.00%) TOTAL - Fee \$2,474.03

OTHER DIRECT COSTS

			Total
Preliminary Title Reports	2 Reports	@ \$ 1,650.00	\$ 1,650.00
Appraisals	4 Properties	@ \$15,400.00	\$ 15,400.00
Mileage and Reimbursibles	Deliveries	@ \$ 1,200.00	\$ 1,200.00

TOTAL - Other Direct Costs \$18,250.00

TOTAL COST \$45,464.00

City of Goleta
Hollister Bridge Project

**MNS ENGINEERS
CONTRACT SUMMARY**

CONTRACT No.
CONSULTANT: Drake Haglan & Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total	Loaded Rates
Mark Rincon	Principal Engineer	50	\$ 67.30	\$3,365.00	\$196.15
Mark Reinhardt	Principal Surveyor	41	\$ 96.15	\$3,942.31	\$280.25
Greg Knudson	Supervising Engineer	54	\$ 48.07	\$2,595.78	\$140.10
Staff	Senior Project Engineer	132	\$ 45.67	\$6,028.44	\$133.11
Staff	Associate Engineer	280	\$ 32.00	\$8,960.00	\$93.27
Shane Sobecki	Assistant Surveyor	103	\$ 34.00	\$3,502.00	\$99.10
Staff	Survey Party Chief	12	\$ 42.21	\$506.52	\$123.03
Staff	Chainperson	12	\$ 42.21	\$506.52	\$123.03
Staff	One-person Survey Crew	40	\$ 42.21	\$1,688.40	\$123.03
Robert Starr	Supervising CAD Technician	40	\$ 36.00	\$1,440.00	\$104.93
Masa Ueoka	Senior Land Title Analyst	4	\$ 36.06	\$144.23	\$105.09
Staff	Administrative Assistant	14	\$ 20.00	\$280.00	\$58.29

782

Subtotal Direct Labor Costs **\$32,959.20**

Anticipated Salary Increases **\$1,318.37**

TOTAL - Direct Labor **\$32,959.20**

INDIRECT COSTS

	Rate	Total
Overhead	103.73%	\$34,188.58
Fringe Benefit	56.50%	\$18,621.95
General & Administrative	0.00%	\$0.00
	160.23%	\$52,810.53

TOTAL - Indirect Costs **\$52,810.53**

FEE (12.00%)

TOTAL - Fee **\$10,292.37**

OTHER DIRECT COSTS

	Total
Photocopies	\$ 300.00
Plotting Costs	\$ 1,200.00
Utility Plats	\$ 200.00
Overnight Service	\$ 150.00
Survey Equipment Premium for 1-Person Crew	\$ 1,600.00

TOTAL - Other Direct Costs **\$3,450.00**

TOTAL COST **\$99,512.10**

Exhibit C
Required Federal Forms

STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION
(Caltrans Local Assistance Procedures Manual Exhibit 10-J)

LOCAL AGENCY CONSULTANT DBE INFORMATION
(Caltrans Local Assistance Procedures Manual Exhibit 10-O2)

EXHIBIT 10-J STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION**1. Subcontractors**

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Agency's obligation to make payments to the Contractor.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the Agency.
- D. Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

2. Disadvantaged Business Enterprise (DBE) Participation

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has a DBE goal, the Consultant must meet the DBE goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the local agency deems appropriate.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

4. Prompt Payment of Funds Withheld to Subcontractors

(Local agency to use either A,B, or C below; delete the other two.)

- A. No retainage will be withheld by the Agency from progress payments due the prime contractor. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.
- B. No retainage will be held by the Agency from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

- C. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subconsultant performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime consultant and subconsultants.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

5. DBE Records

- A. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Manager.

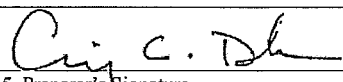
6. DBE Certification and Decertification Status

If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days.

EXHIBIT 10-O2: LOCAL AGENCY CONSULTANT DBE INFORMATION

(Inclusive of all DBEs listed at bid proposal)

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

Consultant to Complete this Section			
1. Local Agency Name: <u>City of Goleta</u>			
2. Project Location: <u>Hollister Avenue Bridge Project</u>			
3. Project Description: <u>Environmental, plans, specifications & estimates (PS&E), Right-of-Way Engineering & Right of Way Acquisition Services for the Hollister Avenue Bridge project.</u>			
4. Total Contract Award Amount: \$ <u>826,612</u>			
5. Consultant Name: <u>Drake Haglan & Associates</u>			
6. Contract DBE Goal %: <u>3.6%</u>			
7. Total Dollar Amount for <u>all</u> Subcontractors: \$ <u>372,411</u>			
8. Total Number of <u>all</u> Subcontractors: <u>5</u>			
Award DBE Information			
9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Appraisal & Acquisition	Hamner, Jewel & Associates	41056	\$45,464
	340 James Way, Suite 150		
	Pismo Beach, CA 93449		
	(805) 773-1459		
<div style="text-align: center; background-color: #e0e0e0; padding: 2px;">Local Agency to Complete this Section</div>		13. Total Dollars Claimed	\$ <u>45,464</u>
20. Local Agency Contract Number: _____		14. Total % Claimed	<u>5.50</u> %
21. Federal-aid Project Number: _____		<div style="text-align: center; background-color: #e0e0e0; padding: 2px;">Caltrans to Complete this Section</div>	
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print) _____			
24. Local Agency Representative Signature _____	25. Date _____	 15. Preparer's Signature	
26. Local Agency Representative Title _____	27. (Area Code) Tel. No. _____	Craig C. Drake 16. Preparer's Name (Print)	
		CFO/Project Manager 17. Preparer's Title	
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:		2/28/13	(916) 363-4210
		18. Date	19. (Area Code) Tel. No.
28. DLAE Name (Print) _____	29. DLAE Signature _____	30. Date _____	

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

Local Agency Consultant DBE Information**INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE INFORMATION****Consultant Section***The Consultant shall:*

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subcontractors** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do not include the prime consultant information in this count.
8. **Total number of all subcontractors** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do not include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subcontractors on the Exhibit 10-O1 form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for columns 12 and 13.
14. **Total % Claimed** – Enter the total participation claimed for columns 12 and 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", a Good Faith Effort (GFE) is required.
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:*The Local Agency representative shall:*

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Caltrans Section:*Caltrans District Local Assistance Engineer (DLAE) shall:*

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

FEB 09 2015

RECEIVED

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

This Amendment No. 1 ("Amendment") is made this 3rd day of February, 2015 to an agreement for Professional Design Services between the **CITY OF GOLETA** ("City") and **DRAKE HAGLAN ASSOCIATES, INC.**, ("Consultant") dated April 16, 2013 ("Agreement").

RECITALS

WHEREAS, the Agreement between City and Consultant currently provides in Section 4 Subsection (a) of for the total compensation amount not to exceed eight hundred sixty-five thousand, seven hundred fifty-nine dollars (\$865,759.00); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of six hundred seventeen thousand, three hundred and seven dollars (\$617,307) to continue and complete various tasks to complete the project; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 7 that the start date of this AGREEMENT is references as the date first written above in the preamble; and

WHEREAS, the parties desire to amend the Agreement by identifying the start date of this AGREEMENT as April 16, 2013; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 14 provisions for termination; and

WHEREAS, the parties desire to amend the Agreement by identifying the services to be performed by the Consultant under the Agreement to additionally include provisions for termination for cause per Local Assistance Procedures Manual (LAPM) Exhibit 10-R, Article 1 and 49 CFR Part 18.36(i)(2); and

WHEREAS, the Agreement between City and Consultant currently provides in Section 19 provisions for audit review procedures; and

WHEREAS, the parties desire to amend the Agreement to additionally include provision for Audit Review Procedures per Local Assistance Procedures Manual (LAPM) Exhibit 10-R, Article XIV, Section D; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 45 the California Labor Code, Section 177; and

WHEREAS, the parties desire to correct the Agreement by identifying the correct California Labor Code, as Section 1770; and

WHEREAS, the Agreement between City and Consultant currently provides in Exhibit A entitled "Scope of Work" the description of services for Consultant; and

WHEREAS, the parties desire to amend Exhibit A of the Agreement by identifying the services to be performed by the Consultant under the Agreement to additionally include design of channel walls and sewer line; supplemental surveying; asbestos and lead based paint survey; effort to locate the existing bridge foundations; preparation of a Phase 1 Archeological Survey Report; and

WHEREAS, the Agreement between City and Consultant currently provides in Exhibit B entitled "Rate Sheets" the fee schedules for the Consultant and its consultants; and

WHEREAS, the parties desire to amend Exhibit B of the Agreement by identifying cost proposals are not itemized, calculation for anticipated salary increases for Consultant and subconsultants, current calculations for Indirect Cost Rate (ICR), separate cost proposals and Local Assistance Procedures Manual (LAPM) Exhibit 10-K certification forms; and

WHEREAS, the City Council, on this 3rd day of February, 2015 approved this Contract Amendment and authorized the City Manager to execute this Contract Amendment per the Goleta Municipal Code 3.05.050.

AMENDED TERMS

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

1. **Section 4. Subparagraph (a) COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$617,307 as follows to read in its entirety:

(a) The total amount payable by the CITY including the fixed fee shall not exceed \$1,483,066.00.

2. **Section 7. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to delete the first paragraph and replace in its entirety:

This contract shall go into effect on April 16, 2013, contingent upon approval by the City of Goleta, and Drake Haglan & Associates shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on November 30, 2015, unless extended by contract amendment.

3. **Section 14. TERMINATION BY CITY** of the Agreement is amended to delete and replace with the following language:

CITY may, upon 30 calendar days written notice to CONSULTANTS, terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, CITY may proceed with the work in any manner deemed proper by CITY. If CITY terminates this contract with CONSULTANT, CITY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to CITY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

4. **Section 19. AUDIT REVIEW PROCEDURES/RETENTION OF RECORDS** of the Agreement is amended to add the following language:

Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by CITY's Chief Financial Officer.

Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by CITY's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

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

CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by CITY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

5. **Section 45. STATE PREVAILING WAGE RATES** of the Agreement is corrected to referring California Labor Code, Section 1770.:

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

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


7. **Exhibit B. Rate Sheets** of the Agreement is amended to delete and replace in its entirety:

Exhibit B "Rate Sheets" with **Exhibit B-1 "Rate Sheets"** attached hereto and incorporated herein.

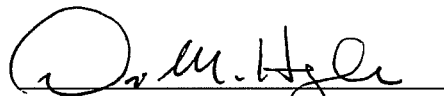
8. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect

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

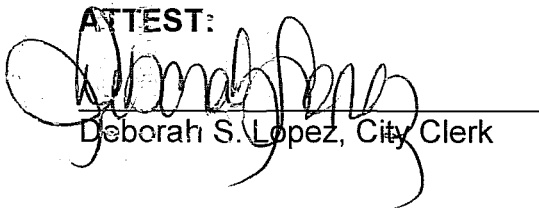
CITY OF GOLETA


Michelle Greene, City Manager

CONSULTANT


Dennis Haglan, President

ATTEST:


Deborah S. Lopez, City Clerk


Craig Drake, Chief Financial Officer

APPROVED AS TO FORM


Tim W. Giles, City Attorney

Exhibit A-1
Scope of Work

**Exhibit A-1
SCOPE OF WORK**

This scope of work describes the tasks required to prepare and deliver the construction documents for the Hollister Avenue Bridge Replacement Project. Drake Haglan & Associates is the prime engineering consultant leading all tasks, and directing a team of subconsultants for certain tasks. DHA shall assure that all tasks are completed regardless of any designation for primary responsibility. The firm with primary responsibility for each task is indicated in parentheses for each task. The firms are designated as follows:

Drake Haglan & Associates, Inc. (DHA)

MNS Engineers, Inc. (MNS)

Fugro Consultants, Inc. (Fugro)

Hamner, Jewell and Associates (HJA)

URS Corporation (URS)

David R. Black & Associates (DBA)

"Consultant shall mean DHA."

Task 1: Management and Quality Control

1.1 Project Management (DHA)

Consultant shall manage the project by tracking the schedule, budget, and value of the products produced.

Consultant shall create and maintain an "issues log" for the project, including issue, the responsible decision-maker for that issue, and the date the decision was made; transmit issues log to the City on a regular basis.

Consultant shall prepare progress summary reports to be submitted monthly. Progress summary reports shall identify work completed to date, work anticipated for the next month, and action items necessary to keep the project on track and moving forward, in bullet point format.

1.2 Schedule and Facilitate Meetings (DHA)

Consultant shall schedule, chair, and prepare meeting agendas and notes for Project Development Team (PDT) meetings. Consultant shall submit agendas for review prior to the meetings. Distribute notes to all attendees, everyone who was invited, and the City's Project Manager within five (5) working days after the meeting. Include in the notes a list of attendees with phone numbers and email, a synopsis of discussion items, any pertinent information, decisions made, action items, and follow-up to action items. Assume that most PDT meeting will be conference calls, with face-to-face meetings as needed.

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

1.3 Develop and Update Project Schedule (DHA)

Consultant shall prepare a project schedule utilizing Microsoft Project. Provide an updated project schedule and reports of progress at a minimum of monthly intervals. The schedule will show plan check submittals at the 35% (Concept Review), 65% (Check Plans & Specs), 95% (Check PS&E) and Final stages for City review and comment. The schedule will also include milestones for bidding support, construction support and construction timing as line items.

Consultant shall provide full detail of schedule tasks and subtasks, including City function timeline, critical path, and other outside sources such as right-of-way, relevant City Council meetings, Caltrans review periods and reviews periods by outside agencies. The schedule will indicate anticipated durations for all tasks and review periods.

Consultant shall integrate the Hollister Avenue Bridge Replacement project schedule into the Ekwil Fowler Project schedule.

1.4 Quality Assurance /Quality Control (DHA)

Consultant shall conduct Quality control reviews prior to the following submittals:

- General Plan and Bridge Type Selection
- 65% Plan Submittal
- 95% PS&E
- Final PS&E

Consultant shall review plans for compatibility between design disciplines, including a Road Plan Review as described in the Caltrans Memo to Designers 2-25. Review plans for consistency with the Ekwil-Fowler project.

Consultant shall review the Structure plans prior to the 65% Plan Submittal for compliance with the geotechnical recommendations.

1.5 Additional Project Management

Consultant shall provide additional project management time required for the oversight of the channel wall design, sewer relocation design, and hazardous material structure survey work. Consultant shall provide internal quality control on these items prior to submitting any deliverables to the City.

Deliverables:

- Monthly progress reports with action item log and schedule update
- Meeting Agendas and Notes for meetings held at City office (4)
- Bi-weekly PDT Phone Conferences Agendas and Notes
- Project ftp site instructions & QC checklists with milestone submittals
- QA/QC Checklist

Task 2: Environmental Review for CEQA/NEPA and Technical Studies (URS)

The environmental documents for this project are a Categorical Exclusion with Technical Studies for NEPA, and an MND for CEQA. Prior CEQA studies (IS/MND) will be utilized to streamline the preparation of the environmental documents.

Review CEQA/NEPA Strategy with Caltrans

Consultant shall consult with the City to determine whether an addendum or new MND is the best choice for the Project's CEQA documentation, and if a Categorical Exclusion (CE) with Technical Studies can satisfy NEPA.

In anticipation of a CE, Consultant shall prepare a jurisdictional delineation, and update the California Red-Legged Frog, floristic and other wildlife biological surveys of the Hollister Avenue Bridge location. Using these updated and new biological studies, prepare an NES-MI and a Biological Assessment for steelhead critical habitat and the California red-legged frog. Consultant shall prepare other technical studies and memoranda based on existing data contained in the previous San Jose Creek Project MND and Addendum, with new studies as

needed. Consultant shall utilize technical studies prepared in support of the Ekwil-Fowler Project EIR and NEPA Categorical Exclusion as these studies contain baseline data and evaluated construction-related impacts in the area immediately upstream of the existing Hollister Avenue Bridge. Consultant shall prepare all technical studies in accordance with the Caltrans SER.

Visual Impact Assessment (VIA) Report

Consultant shall prepare a Visual Impact Assessment technical memorandum that references and includes the VIA prepared for the Ekwil-Fowler project as an appendix. The technical memorandum shall include a description of the existing visual setting, updated for future improvements that will be constructed as part of the Ekwil-Fowler Project, and assess potential visual impacts from the bridge replacement project.

Jurisdictional Delineation Report

Consultant shall conduct a renewed delineation of San Jose Creek in the vicinity of Hollister Avenue. Qualified biologists shall visit the channel of San Jose Creek within 100 feet upstream and downstream of the project area, and delineate the boundaries of the riparian corridor, as well as the limits of the ordinary high water, using sub-meter accurate GPS technology. Map the jurisdictional limits of the USACE and CDFG in the project, as well as the limits of the City's ESHA. Where field observations suggest that three-parameter wetland conditions may be present, wetland boundaries shall be delineated in accordance with the field procedures set forth in the USACE's Wetland Delineation Manual.

Following completion of the field delineation, Consultant shall prepare a Jurisdictional Delineation Report containing accurate, quantitative descriptions of the site's jurisdictional waters, including maps prepared in accordance with the USACE's most current specifications. Submit the Jurisdictional Delineation Report in draft form for review. The final version shall be an appendix to the MND, providing substantial evidence for the CEQA analysis of impacts to the creek. The report shall also accompany the USACE, CDFG, and Central Coast RWQCB permit applications described under Task 9.

Floristic and Breeding Bird Surveys

Consultant shall conduct focused surveys for plants and breeding birds and document findings. Conduct a single field visit to the site during the spring nesting season in April or May, 2013. Consultant shall survey all areas within 100 feet upstream and downstream of the project area, and document all plants and wildlife observed. Consultant shall perform the bird survey with a biologist qualified to identify Santa Barbara County birds by sight and sound, scanning the survey area with binoculars and listening for vocalizations. Consultant shall conduct the floristic survey with a qualified botanist, thoroughly investigating the survey area on foot and compiling a list of all plant species present.

Consultant shall prepare a brief letter report presenting the results of the biological survey. The letter report shall contain a map illustrating the project area and the limits of the area surveyed, as well as locations of any sensitive resources detected. The letter report shall be cited in the MND to substantiate the baseline environmental conditions regarding biological resources, and shall also be included as an appendix to the NES-MI for the project.

California Red-legged Frog Protocol Surveys and No-Effect Letter

Consultant shall conduct and document renewed surveys for California red-legged frog during the 2013 season, using the most recent USFWS survey protocol. The survey effort will be led by a qualified biologist holding a valid Section 10(a)(1)(A) recovery permit for this species.

As per the survey protocol, a total of two (2) daytime surveys and four (4) nighttime surveys are to be conducted during the breeding season to be concentrated between February 25 and April 30 to meet protocol recommendations and complete the efforts as early as possible, and an additional one daytime survey and one nighttime survey are proposed during the non-breeding season, after July 1. As required by the survey protocol, separate the nighttime surveys by at least one week's time, although daytime and nighttime surveys may be conducted on the same day.

Consultant shall document the surveys in a brief letter report that includes project location, methods, results, and a map of the survey area, illustrating the locations of any California red-legged frogs detected. Consultant shall cite this letter report in the Biological Resources section of the MND, and also place it in an appendix to the NES-MI for the project.

Consultant shall prepare a draft "no effect" determination letter, using the Caltrans template, and submit to the FHWA (Caltrans) for finalization. Provide a copy of the final letter to the USACE as a part of the Section 404 application process (see Task 9).

Natural Environment Study (Minimal Impacts)

Consultant shall prepare a Natural Environment Study (Minimal Impacts) (NESMI), in conformance with Caltrans' Standard Environmental Reference. The NESMI shall contain the following information:

- Executive Summary
- Introduction, explaining the purpose of the project and the NESMI
- Description of the study methods used to determine project impacts in the NESMI
- Description of the project's environmental setting, focusing on existing biological resources
- Analysis of the project's impacts on biological resources
- Discussion of avoidance, minimization, and mitigation measures proposed; measures shall be identical to those identified in the Biological Resources section of the MND
- A list of regulatory permits required for the project
- A bibliography of references cited

Consultant shall include the technical reports presenting results of the jurisdictional delineation, California red-legged frog surveys, nesting bird survey, and floristic survey in the NESMI as appendices, along with the biological technical documents prepared to accompany the original project MND and first Addendum.

Biological Assessment (BA)

Consultant shall prepare a Biological Assessment (BA) evaluating the effects of the proposed action on designated critical habitat for the southern steelhead and California red-legged frog.

Historic Properties Survey Report (HPSR)

Archaeological Survey Report (ASR)

Supplemental Historic Resources Evaluation Report (HRER)

Consultant shall document the findings of prior studies of the Ekwill-Fowler Project in a negative short form HPSR for the proposed bridge replacement project. Coordinate with the Caltrans' cultural resources specialist at the beginning of the environmental review.

Initial Site Assessment (ISA) Checklist

Consultant shall prepare an ISA checklist in accordance with the Caltrans SER, including the following:

- Interviews with past and present owners, operators, and occupants;
- Review of historical sources of information, such as aerial photographs, fire insurance maps, building department records, chain of title documents, and land use records;
- Review of government records, including regulatory reports for both the subject properties and nearby or adjoining properties;
- Visual inspection of the subject properties and of adjoining properties; and
- Documentation of research, observations and results of the environmental inquiry in a written report.

Noise Impact Analysis and Technical Memorandum

Consultant shall use construction equipment lists and other data to predict construction noise levels at nearby sensitive receptors. Consultant shall incorporate the results of this analysis into the CEQA document, to be reviewed by Caltrans during preparation of the NEPA CE. If Caltrans requires, present the noise analysis in a technical memorandum.

Water Quality Technical Memorandum

Consultant shall prepare a technical memorandum to fulfill relevant data requirements of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA), and provide information, to the extent possible, for the National Pollution Discharge Elimination System (NPDES) permitting.

The technical study 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 also will 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.

Greenhouse Gas / Air Quality Technical Memorandum

Consultant shall quantify project emissions using CALEE Mod or Urbemis, summarize the results in a technical memorandum and incorporate the results into the CEQA document.

Deliverables

- MND
- Visual Impact Assessment Technical Memorandum
- Jurisdictional Delineation Report
- Floristic and Wildlife Survey Letter Report
- CA Red-Legged Frog Protocol Survey Report and No Effect Letter
- Natural Environmental Study (Minimal Impacts)
- Historic Property Survey Report (short form)
- Initial Site Assessment Checklist
- Noise Impact Analysis and Technical Memorandum (if required)
- Water Quality Technical Memorandum
- GHG / Air Quality Technical Memorandum

Task 2.1: Expanding the NES/MI

The existing scope is modified to include expanding the NES/MI to a full NES as requested by Caltrans. This shall include additional studies including a protocol survey for bats found nesting under the bridge (Fall Survey, Spring Survey and Summer Survey) and a brief preliminary report within 30 days of the fall survey and a final report within 30 days of summer survey. The NES shall also include findings from past studies regarding the negative presence of Least Bell's Vireo. Preparation of the NES to include up to 10 figures as a part of the NES and up to six hours of consultation calls to discuss results of the NES and bat surveys. A Phase I Archaeological Survey along with the associated report will also be prepared. This work will be completed by URS under the direction of the Consultant.

Task 2.1 Deliverables:

- Natural Environmental Study (NES)
- Protocol Surveys for Bats
- Phase 1 Archeological Survey

Task 3: Supplemental Surveying for Base Mapping and Hydraulic Analysis (MNS)

3.1 Field Surveys and Topographic Mapping (MNS)

Consultant shall review existing topographic mapping, boundary, right-of way and easement mapping for the adjacent Hollister Avenue/Highway 217 roundabout project and fill in additional survey data as necessary to complete the base map for design, hydraulic analysis, and ROW engineering of the bridge replacement project, including:

Corridor Mapping: Consultant shall conduct a field survey of the roadway corridor from the east side of Kellogg Avenue, easterly to the west side of the Highway 217 Bridge. The width coverage is from back of walk to back of walk. Locate all hardscape features including observable utilities and pipe inverts, trees, and lane striping.

Bridge Mapping: Consultant shall conduct a field survey of the existing Hollister Avenue Bridge and the bridge 100-feet south of the Hollister Avenue Bridge. Locate bridge decks, soffits, piers, walls and visible utilities.

San Jose Creek Mapping: Consultant shall conduct a field survey of the creek corridor, 200 feet wide (100 feet east and west from creek centerline) from 120 feet north of the north edge of Hollister Bridge to 120 feet south of the south edge of the southerly bridge over San Jose Creek.

San Jose Creek Cross-Sections: Consultant shall conduct a field survey of the creek cross-sections which will include five sections north of the Creek Mapping Area. Sections will extend 50 feet east and 50 feet west from creek centerline.

Consultant shall prepare new base map and surface for design.

Deliverables

- Base mapping for bridge foundation plan
- Creek mapping
- Creek cross sections and creek profile

Task 3.2 Supplemental Surveying for Base Mapping and Hydraulic Analysis:

Under the direction of DHA, MNS will fill-in additional survey data as necessary to complete the base map for the channel wall design and ROW engineering. The following tasks will be completed:

- Sewer Relocation: Field survey of the existing sewer manholes and inverts for design purposes. Review the sewer line relocation situated within the property known as Bottiani Properties (APN: 071-140-046) for possible easement acquisition for Goleta Sanitary Sewer District.
- San Jose Creek Mapping: Field survey of the creek corridor and channel transition 50' south of the steel bridge and continuing 100' south to the project limits.
- San Jose Creek Cross-Sections: Field survey of creek cross-sections will include four sections at 25' intervals starting 50' south of the steel bridge and continuing south to the project limits.
- Update Base Map: Prepare new base map and update surface for design.

Task 4: Materials and Foundations Reports (Fugro)

Consultant shall prepare a Materials and Foundations Report to support the design of the pavement structural sections and bridge foundations.

Consultant shall prepare a Preliminary Foundation Report, including discussions and geotechnical considerations for alternative foundation types for the new bridge. Provide the PFR in PDF format.

Consultant shall prepare a Geotechnical Report for the project. Submit the draft report in PDF format. Include graphics showing the site location, locations of field explorations, and interpreted subsurface profile along the alignment(s) with the report. Include field and laboratory data obtained from the geotechnical study in the report.

Consultant shall include the following opinions and recommendations for the roadway in the report:

- Slope inclinations for the design of cut and embankment slopes;
- Embankments including suitability of excavated materials for use as fill, moisture control, erosion control and drainage considerations, expansive soils, estimated settlement and special treatments to reduce settlement, if needed;
- Corrosion considerations for culverts and buried concrete structures (cement factors, pipe thickness, and need for coatings);
- Earthwork factors for onsite materials that are excavated and replaced as compacted fill; and
- Structural sections for asphalt concrete pavements based on traffic indices used for the project.

Consultant shall include the following opinions and recommendations regarding the bridge foundation design in the report:

- Soil and groundwater conditions encountered;
- Site geology, faulting and seismicity;

- Seismic design criteria and recommended ARS Curve for use with Caltrans design methods;
- Liquefaction potential and considerations relative to foundation design (negative skin friction and estimated seismic settlement of approaches and pile foundations, if needed);
- Corrosion considerations for design of subsurface structures (minimum cement factors estimated in accordance with Caltrans guidelines);
- Scour, grain sizes for samples of riverbed materials, and mean particle size of thalweg material;
- Specified tip elevation, settlement, and size for foundation types and class of pile loading considered (up to 2 pile types can be considered within proposed level of effort);
- Lateral capacity plotted as shear, moment and deflection versus depth for a single pile foundation under free-head and fixed-head conditions based on p-y analysis;
- Pile spacing and group reduction factors for vertical and lateral loads, if needed;
- Lateral earth pressures, spring constants, and passive pressure resistance for abutment design;
- Special considerations for approach fill settlements: allowable slope inclinations, waiting periods, and need for monitoring; and
- Construction considerations: need for dewatering, pile driving, CIDH pile construction, adjacent structures, temporary excavations, and shoring.

Consultant shall prepare the Log of Test Borings sheets for the bridge on Caltrans standard plan sheets for logs of test borings, modified to incorporate the City's plan sheet border. Submit a copy of the LOTB with the draft Geotechnical (Bridge Foundation) Report.

Consultant shall respond to review comments and incorporate them into the final Geotechnical Report and Log of Test Borings sheet. Submit the final report with an electronic copy of the LOTB.

Deliverables

- Draft Geotechnical Report
- Final Geotechnical Report
- Log of Test Borings Sheets

Task 4.1 Geotechnical Services for Channel Walls:

Under the direction of DHA, and using the existing geotechnical data in the area acquired by Fugro and others, Fugro will provide geotechnical design parameters and lateral earth pressures for the channel walls. The design of the channel walls will follow United States Army Corps of Engineers (USACE) design methods, where applicable (note that USACE design methods do not address soil nail walls). The following geotechnical engineering evaluations and recommendations will be provided in a written report:

- Summary of subsurface soil and groundwater conditions and idealized soil profile(s) for the portions of the channel that are part of this work;

- Evaluation of geologic hazards consisting of faulting and ground rupture potential, strong ground shaking and peak horizontal ground acceleration for Operational Basis Earthquake (OBE) and Maximum Design Earthquake (MDE) conditions (developed using the USGS PSHA deaggregations web application), liquefaction potential, seismic settlement, and a qualitative evaluation of lateral spreading hazards;
- Static active, at-rest, and passive lateral earth pressures in accordance with USACE design criteria for retaining walls;
- Estimated dynamic lateral force increments for OBE and MDE conditions
Estimated lateral earth pressures for liquefaction conditions;
- Static and seismic limit equilibrium global slope stability analyses of the channel walls and for the various design conditions;
- Recommendations for soil nail size, lengths and spacing for the upstream channel walls and transition zone;
- Corrosion potential; and
- Construction considerations

Locate Old Bridge Foundations: Under the direction of DHA, Fugro will use a truck mounted geoprobe rig to push through the existing asphaltic pavement section and underlying soil to a depth of approximately 25 to 30 feet in the area where foundation locations for the replacement bridge may be in conflict with the abandoned foundations. A total of 8 ground probes are proposed and additional probes, if time permits, to fill a single work day defined by the hours of the encroachment permit will be performed. The actual limits, number, and locations of the individual ground probes will be adjusted based on site conditions and potential conflicts with underground utilities. We have assumed that the pavement structural section consists of asphalt concrete and aggregate base and that pre-coring the probing locations is not needed. Prior to mobilizing the field equipment, we will contact Underground Service Alert (USA) for utility clearance and confirm probing locations with the design team. We will also coordinate with the City of Goleta to obtain an (no-fee) encroachment permit for the work. Traffic control will be needed to perform the work and may include lane closures. Our fee estimate assumes that one eastbound lane will remain open during the duration of the probing work. We have assumed all of the work can be performed during standard daytime hours for work in the right of way (9:00 am to 4:00 pm).

Asbestos/Lead-Containing Paint Survey: Under the direction of DHA, Geocon will survey existing Hollister Avenue Bridge and the adjacent private bridge over San Jose Creek for suspect asbestos and lead-containing paint (LCP).

Field work includes up to 16 asbestos samples for Polarized Light Microscopy (PLM) analysis, 4 asbestos samples for point count (400 pts), 6 paint samples for total lead, and 4 paint samples for soluble (WET or TCLP) lead on standard laboratory turnaround times.

Task 4.1. Deliverables

- Channel Wall Geotechnical Report
- Prepare Draft Asbestos/LCP Survey Report for Client review.
- Prepare Final Asbestos/LCP Survey Report.

Task 5: Location Hydraulics Study (MNS)

Using the existing HEC-RAS output data, Consultant shall complete a Location Hydraulic Study to conform to the requirements described in 23 CFR 650A, Section 650.111(b) (c) (d).

The report shall describe potential impacts to residences, other buildings, crops, Emergency or Evacuation Route, Emergency Vehicle Access, Practicable Detour Available, Approximate Duration of Traffic Interruption for Base Flood (Q_{100}), including a discussion of the following items:

- Risk associated with implementation of the action
- Impacts on natural and beneficial floodplain values
- Support of probable incompatible floodplain development
- Measures to minimize floodplain impacts associated with the action
- Measures to restore and preserve the natural and beneficial floodplain values impacted by the action
- Practicability of alternatives to any significant encroachment
- Practicability of alternatives to any longitudinal encroachment

Deliverables

- Location Hydraulic Study

Task 6: Summary Floodplain Encroachment Report (MNS)

Consultant shall prepare a Summary Floodplain Encroachment Report based on results of the Location Hydraulic Study and in accordance with Caltrans content requirements.

Deliverables

- Summary Floodplain Encroachment Report

Task 7: Hydrology and Hydraulics Study (MNS)

Consultant shall review and confirm that the existing San Jose Creek Capacity Improvement Project hydraulic analysis is acceptable for use in this project. The existing model will be used as the baseline condition for the existing bridge for the hydraulic study.

Using the existing HEC-RAS model, Consultant shall analyze the proposed bridge configuration and prepare a bridge hydraulics report. Include FEMA floodplain mapping and topographic mapping in the report.

Deliverables

- Draft Hydrology and Hydraulics Study
- Final Hydrology and Hydraulics Study

Task 8: General Plan and Bridge Type Selection (DHA)

Consultant shall prepare the bridge and approach roadway alignment according to the layout of the SB 217 roundabout of the Ekwil/Fowler project. Consultant shall prepare and submit a geometric alignment drawing (GAD) showing the horizontal alignment and vertical profile conforming to the SB 217 roundabout. Consultant shall prepare a Bridge Type Selection study

in accordance with Caltrans Memo to Bridge Designers 1-29. Revise and resubmit the bridge General Plan and geometric alignments with responses to the City review comments.

Consultant shall prepare and submit a letter report documenting the Bridge Type Selection for transmittal to Caltrans.

Upon approval of the project GAD and Bridge General plan by the City and Caltrans, Consultant shall prepare the project description for the environmental document. Finalize the Bridge General Plan and circulated in PDF format to the City and other agencies and stakeholders as necessary.

Consultant shall assemble the information developed during the preliminary bridge and roadway studies into a technical memorandum that includes:

- Summary including preliminary plans, right-of-way (temporary easements), construction staging and access, utility relocation and accommodation, and anticipated design exceptions
- Discussion of the pros & cons of each bridge type (Type Selection Memo)
- Preliminary quantities and estimated construction cost for each alternative
- Recommended bridge type for final design
- List of any design decisions needed from the City
- List of issues that will be resolved during final design

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

Consultant shall prepare an initial construction cost estimate based on anticipated construction items and estimated quantities from the Bridge General Plan. Revise and resubmit preliminary cost estimates as the project progresses at the 65%, 95% and Final stages.

Consultant shall perform quality control on all submittals.

Deliverables

- Geometric Approval Drawings (GADs) including roadway typical section
- Bridge General Plan
- Technical Memorandum (Bridge Type Selection Memo)
- Preliminary Construction Cost Estimate

Task 8.1 General Plan of each of the Channel Walls (DHA)

The existing scope is modified to include providing a general plan of each of the channel walls and a discussion of the preferred wall types in the structure type selection report. The scope is based on the assumption that the channel walls south of Hollister Avenue will consist of non-gravity cantilever channel walls (soldier piles, secant piles, and/or tangent piles) and that soil nail walls will be used on the north side of Hollister Avenue for the transition back to the natural creek bed. The design work includes the review of the plans and reports from the adjacent San Jose Creek Capacity Improvements Project. An investigation of the anticipated top of wall deflections of various wall types under service load conditions will be performed since the channel walls are located near existing buildings. The horizontal alignment and vertical profile of the channel will be designed so that they are consistent with approved CLOMR HEC-RAS model.

Task 9: Technical Support to Secure Permits (DHA, URS)

Consultant shall provide the City with exhibits and calculations necessary for the application and approval of the various permits that have been identified for the construction of the project, which include:

- USCOE 404 Permit
- USFWS and NOAA Fisheries Section 7 Consultation
- RWQCB 401 Permit
- California Department of Fish & Wildlife 1602 Permit
- Caltrans Encroachment Permit
- Santa Barbara County Air Quality Air Pollution Control District Permit or Exemption
- State Water Resources Control Board – Construction General Permit

Task 10: Coordination with City's Ekwil Street and Fowler Road Extension (DHA)

Consultant shall integrate the bridge replacement plans to be constructed with the plans for the Hollister/217 interchange project. Keep all HBP related costs and construction items segregated from the Ekwil Fowler Project.

Task 11: Design Review Board Approval (DHA, DBA)

Consultant shall prepare project plans and exhibits for review by the Design Review Board (DRB) at each submittal milestone. Exhibits shall include modeling of visible bridge elements for review by the DRB. Prepare a response to comments for comments received from the DRB.

In addition to the already scoped exhibits of visible bridge elements, Consultant shall prepare channel wall exhibits as requested by the City for review by the Design Review Board (DRB). Exhibits will include modeling of the wall aesthetics, in addition to the transition from the channel walls back to the natural creek bed on the north side of the project.

Task 12: Bike Access Feasibility Assessment.

Consultant shall assess the feasibility for the proposed bridge to accommodate a Class 1 Bike Lane under the structure to enable the crossing of Hollister Avenue. The assessment will consider clearance criteria, structural design requirements, and accommodation within or next to the San Jose Creek Channel and related fish-passage elements.

In addition to the scoped task of assessing the feasibility for the proposed bridge to accommodate a Class 1 Bike Lane under Hollister Avenue and inside the San Jose Creek Channel, Consultant shall prepare a separate Bike Path Alternatives Assessment Memo evaluating the construction costs and impacts of providing access across Hollister Avenue using either a tunnel or bridge option.

Deliverables:

Technical Memorandum.

Task 13: 65% PS&E (DHA, DBA)

The 65% design level submittal will consist of the draft plans only. Consultant shall submit an updated general plan estimate if there are notable changes from the Preliminary Construction Cost Estimate. Consultant shall assemble and submit a preliminary bid item list that identifies non-standard items needing Special Provisions.

Consultant shall prepare the roadway civil design based on the approved geometric approval drawing.

Consultant shall prepare the Title Sheet that includes the appropriate City and federal funding project identification, as well as a sheet index, a vicinity map, the project legend, general notes, and the project control points.

Consultant shall prepare the roadway Typical Section Sheet, including the roadway structural section based on City standards or Ekwil-Fowler criteria.

Consultant shall prepare Plan and Profile sheets that delineate the general roadway improvements and pavement dimensions. Geometric information, tied to the project control points, shall be shown to sufficiently describe both the horizontal and vertical alignments.

Consultant shall prepare the roadway Construction Details at appropriate scale, showing utility locations, re-grading and geometric details. Specific improvement details may also be shown on the Construction Details.

Show traffic handling details on relevant sheets. Show detour route signage to be used during construction closures. Advisory and construction area signs (CAS) shall be shown on a Construction Area Signs Sheet.

Consultant shall develop a signing and pavement marking plan utilizing City standard details and current Caltrans Traffic Manual, Sign Specifications, and Standard Plans, as applicable. Show existing and new sign locations. Designate standard signs by appropriate Caltrans standard sign numbers. Show temporary signing and striping, portable delineators, temporary crash cushion arrays and temporary railing (Type K), as necessary.

Consultant shall include and incorporate appropriate plan sheets from the San Jose Creek Capacity Improvement Project for the widening of the San Jose Creek. The plan sheets for portion of the creek to be widened within the project limits will be inserted into the plan set for the bridge replacement.

Bridge design shall be in accordance with Caltrans Bridge Design Specifications and applicable sections of the Caltrans Bridge Memo to Designers and Bridge Design Aids manuals. The design shall meet City, Caltrans and FHWA standards in effect as of the date of Notice to Proceed. Seismic design shall be performed in accordance with latest edition of the Caltrans Seismic Design Criteria.

Detailing of plans shall be in accordance with Caltrans Bridge Design Details Manual. Both the design and detailing shall be based on the use of the latest City Standards and Caltrans Standard Plans and Standard Specifications.

The existing scope is modified to include the preparation of 65% design level plans of the channel walls and the channel itself. This work shall include the sewer relocation design to provide service to the properties located on the southeast corner of Hollister Avenue Bridge.

Consultant shall be designing the channel and channel walls, while MNS, under the direction of the Consultant, shall be designing the sewer line relocation. This submittal shall consist of plans in pdf format, an estimate of probable costs in pdf and excel formats, and a draft item list that will identify non-standard items that will need special provisions.

Deliverables:

- 65% plans in PDF
- Updated combined "estimate of probable costs" in PDF and MS Excel
- Draft item list

Task 14: 95% PS&E (DHA, DBA)

Consultant shall prepare and submit the 95% PS&E, consisting of fully designed and checked plans, specifications and estimate. Consultant shall prepare and submit a "Response to 65% Comments" document with the 95% PS&E. Consultant shall perform a QC review of the 95% plans, specifications and estimate and incorporate appropriate revisions prior to submittal to the City. Consultant shall prepare and submit specifications in Microsoft Word and the estimate in Microsoft Excel. The Plans, Specifications and Estimate shall be prepared in accordance with current Caltrans standards and practices for local agency projects, as well as conform to the City of Goleta's standards and practices.

The project technical specifications shall be prepared and combined with City supplied front-end boilerplate specifications.

The existing scope is modified to include plans, specifications and estimate for the channel, channel walls, and sewer relocation. An independent design check of the channel walls shall be performed by a senior level engineer. Part of the 95% work will be to review the 65% plans, update as necessary, and prepare a "Response to 65% Comments" document. The 65% plans shall be reviewed and updated as necessary, and a "Response to 65% Comments" document shall be prepared. DHA shall perform a QC review of the 95% plans, specifications and estimate and incorporate appropriate revisions prior to submittal to the City. Specifications shall be prepared in Microsoft Word and the estimate will be prepared in Microsoft Excel. The project technical specifications shall be prepared and combined with City supplied front-end boilerplate specifications.

Deliverables:

- 95% Plans in PDF
- Special Provisions in PDF and MS Word
- Combined Engineers Estimate in PDF and MS Excel

Task 15: Final Bid Package and RE-File (DHA)

Consultant shall prepare the construction quantity calculations and marginal estimate for the RE file. Base unit costs upon the most current cost information for recent similar projects in the area compiled.

Consultant shall prepare a construction schedule to determine the number of working days for construction.

The existing scope is modified to include one set of full size reproducible Mylar Final Design Plans for the channel widening, channel walls, and sewer relocation. DHA shall prepare the construction quantity calculations and marginal estimate in the RE file. The design and scope of

services shall also include: complete and detailed estimate of quantities; construction cost estimate; answers to all questions regarding the design during the design review process; review of the project site to ensure that the plans are drawn correctly; and attendance at project related meetings specific to the channel, channel wall, and sewer relocation work. A construction schedule shall be provided outlining the number of working days for construction and will include all of the channel widening work in addition to the previously scoped bridge work.

Deliverables:

- One set of 24 x 36 Reproducible Mylar Final Design Plans signed by the Registered Engineer responsible for the preparation of the plans
- One un-bound hard copy of Final Project Special Provisions signed by the Registered Engineer responsible for the preparation of specifications
- Electronic Microsoft Excel file of Construction Cost Estimate
- AutoCAD Project Plans on CD
- Electronic Microsoft Word file of specifications
- Hard copy of Construction Cost Estimate
- Resident Engineer's File

Task 16: Right of Way Engineering (MNS)

Consultant shall prepare the required maps, legal descriptions, deeds, sketches, and back-up data to support the right-of-way acquisition effort. ROW engineering shall be performed based upon the Caltrans ROW Manual specifications.

Consultant shall utilize previous right-of-way research from the Ekwil-Fowler project to ensure that right-of-way acquisitions are coordinated. This task shall include:

- Prepare right of way and adjacent boundary retracement sufficient for identifying and ultimately describing the areas required for temporary and permanent easements.
- Identify the parcels where preliminary title reports are needed.
- Determine the precise areas needed for permanent and temporary easements, and for areas of interagency transfer.
- Prepare the appraisal map which identifies the parcel number, owner, type of easement, size of easement, and remainder size.
- Prepare legal descriptions and sketches for each parcel to be acquired for temporary or permanent use.

Additional Right of Way for the Channel Widening and Sewer Relocation

This task is modified to include the additional right of way engineering work relating to the channel widening and sewer relocation design. MNS, with input from the Consultant, shall prepare the required maps, legal descriptions, deeds, sketches, and back-up data to support the right-of-way acquisition effort relating to the channel wall design and sewer relocation. ROW engineering shall be performed based upon the Caltrans ROW Manual specifications. The following tasks shall be completed:

- Identify the need for preliminary title reports (3 title requests estimated). Review and retrace easements relating to right of way and temporary construction uses.
- Work with the project engineer to determine the precise areas needed for permanent and temporary easements, and for areas of interagency transfer.
- Update the appraisal map which identifies the parcel number, owner, type of easement, size of easement, and remainder size.

- Prepare legal descriptions, sketches and closure calculations for each parcel to be acquired for temporary or permanent use relating to the sewer line relocation and channel wall design (6 temporary construction easements and 7 permanent easements estimated).

Hamner, Jewell & Associates (HJA) shall review the Preliminary Title Reports for the necessary parcels, and associated title docs, to aid the surveying team with developing right of way engineering, appraisal maps, and legal descriptions. Title reports are included as a pass through cost to the project.

Task 17: Right of Way Appraisals (HJA)

Consultant shall obtain Preliminary Title Reports for the affected parcels. Consultant shall obtain appraisals from a state licensed real estate appraiser, prepared in conformance with state laws and Caltrans guidelines, as required to set the basis of right of way purchase offers to private property owners by the City. All appraisals shall be submitted to the City for review and pre-approval prior to purchase offer presentations. If project funding requires formal third party appraisal reviews, assume that Caltrans staff will provide the required appraisal reviews.

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

Task 18: Right of Way Acquisition (HJA)

Consultant shall coordinate all right of way acquisitions for this project with the acquisitions of the Ekwill Fowler Extension project. Consultant shall prepare offer packages based upon the appraisals, for presentation to each involved property owner. Offer packages shall include an offer letter, Appraisal Summary Statement, proposed Acquisition Agreement, and Deed. Present these documents for City review and pre-approval prior to presenting offers to property owners. Concurrently, Consultant shall seek Caltrans review and approval of the appraisals, prior to proceeding with making the purchase offers. After offer presentation, Consultant shall handle all follow up negotiations in pursuit of mutually acceptable amicable purchase agreements with each owner to finalize the property purchases. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, Consultant shall coordinate with City and, if appropriate, with the City Attorney's office in conjunction with any required Necessity Hearing scheduling. For those which reach final agreements, Consultant shall process all documents for necessary approvals and coordinate escrows, title insurance, and closings.

Consultant shall coordinate all right of way acquisitions associated with the channel widening and the bridge replacement for this project with the acquisitions of the Ekwill Fowler Extension project. The existing scope is modified to include the additional right of way acquisition work for HJA that will be required for the channel widening. This includes the preparation of offer packages, coordination with Caltrans and the City for review and approval, and follow up negotiations. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, HJA shall coordinate with City and, if appropriate, with the City Attorney's office in

conjunction with any required Necessity Hearing scheduling. HJA will process all documents for necessary approvals and coordinate escrows, title insurance, and closings.

Task 19: Utility Coordination and Relocations (DHA)

Consultant shall ensure that this task is coordinated with the Ekwil Fowler Project. Consultant shall ensure that all utility relocation costs attributed to the HBP project are identified and segregated from the Ekwil Fowler Project.

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

- Utility Base Map: Prepare a utility base map to be used in conjunction with the topographic base map.
- Utility Matrix: Prepare a utility matrix to document the utility coordination activities including: owner; contact name, telephone and facsimile numbers; mailing and physical addresses; email addresses; dates and methods of communication; description of effected utility; method of conflict resolution, if any; status of relocation plans, if any; etc.
- Utility Verification Package: Prepare the Request for Utility Information letter with plans that outline the proposed design and right-of-way, and existing utilities as mapped in the field.

Consultant shall prepare and execute a potholing plan to provide positive identification and location of any high risk utility facilities that may conflict with the project.

- Utility Notice of Potential Conflict Package: Consultant shall prepare a Notice of Potential Conflict letter, that identifies potential utility conflicts with the planned project and transmit to each affected utility with a relocation deadline schedule. This is a formal coordination letter that identifies the relocation work and schedule required to complete the relocations. Packages will be sent to all utility owners within the project limits – regardless of potential conflict or not – in order to provide transparency of all utility coordination.
- Relocation Parameters: Provide utility relocation parameters for utility owner relocations plans.

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

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

- Field Meetings: Consultant shall attend field meetings with utility owner representatives.
- Utility Relocation Agreements: Consultant shall prepare utility relocation agreements if necessary.

- Utility Specifications: Consultant shall prepare special provisions relating to utility coordination during construction including timing and duration of construction windows for utility relocations performed by owner's forces.
- Utility Plans: Consultant shall finalize utility plans for contract documentation plan set.
- Utility Notice to Owner Package: Consultant shall prepare Notice to Utility Owner letters that include final project plans that show location and elevation of existing utility and the proposed utility relocations.
- RE Pending File: Consultant shall provide documentation of the utility coordination effort for the City and the RE Pending file. Provide the City with support for the right-of-way certification.

The existing scope is amended to include any necessary coordination for utilities impacted by the channel widening work. This task also includes the coordination required with Goleta Sanitary District regarding the relocation of the sewer line to provide service to the properties located directly southeast of Hollister Ave Bridge.

Deliverables:

- Utility contact list and initial status matrix
- Utility Request for Utility Information letters, plans, and updated utility status matrix
- Utility Notice of Potential Conflict letters, plans, and updated utility status matrix
- Utility Notice to Utility Owner letters, plans, and updated utility status matrix
- Relocation Agreements, as necessary
- Utility Plan and specification
- Utility Section for RE Pending File

Task 20: Mitigation Monitoring Plan (URS)

Consultant shall prepare a Mitigation and Monitoring Plan (also known as a program). Once NEPA and CEQA documentation and permitting conditions have been finalized, Consultant shall compile a list of mitigation measures and conditions of approval identified during environmental review and the permitting process.

Task 21: Contract Bidding and Award Assistance (DHA)

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

Consultant shall assist in preparing addenda that may be issued to bidders. Answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during the bidding process and preconstruction meeting. Consultant shall assist the City in preparation of Addenda regarding omissions or conflicts in the design.

In addition to the currently scoped task of providing bidding and award assistance related to the bridge replacement plans and specifications, Consultant shall also provide assistance for any questions concerning the channel widening, channel walls and sewer relocation work.

Scope Assumptions:

The City has adopted a Mitigated Negative Declaration (MND) under CEQA which includes the bridge replacement. There have been no environmental approvals under NEPA for the bridge work, but the MND and related studies were performed to meet NEPA requirements. An additional addendum to the MND as well as NEPA approval is required.

The deck geometry of the replacement bridge will be driven by the layout of the SB 217/Hollister Roundabout developed for the Ekwill Street and Fowler Road Extensions Project.

The actual costs may vary from task to task from that proposed in the fee, but the overall fee will not be exceeded unless additional work is requested and approved by the City, and fee for any such additional work will be negotiated prior to work being performed.

The City will obtain permits and pay all permit fees, with technical support provided by the Consultant.

The City will perform review and approval of all project deliverables.

The City will lead all community outreach efforts with support from Consultant. Consultant shall prepare exhibits and be available to attend public workshops/open houses.

The City will provide legal services necessary should Eminent Domain proceedings be required for right of way acquisition.

The preparation of a SWPPP is not included.

**Exhibit B-1
Rate Sheets**

**CONSULTANT CERIFICATION OF CONTRACT COST AND FINANCIAL
MANAGEMENT SYSTEM
(Caltrans Local Assistance Procedures Manual Exhibit 10-K)**

RATE SHEETS

City of Goleta
Hollister Avenue Bridge Replacement Project

DRAKE HAGLAN AND ASSOCIATES CONTRACT SUMMARY

CONTRACT No. _____
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Craig Drake	Principal Engineer	676	\$ 83.25	\$56,277.00
Kevin Ross	Principal Engineer	98	\$ 79.60	\$7,800.80
Jeff Elmansdorp	Sr. Br. Engr. Range A	814	\$ 52.50	\$42,735.00
Rebecca Baulista	Assist. Engr. Range A	250	\$ 33.25	\$8,312.50
Alex Barba	CAD Drafter Range B	380	\$ 35.00	\$13,300.00
Dave Mells	Sr. Engr. Range C	56	\$ 62.80	\$3,516.80
Melissa McConnell	Engr. Range A	537	\$ 45.00	\$24,165.00
Kelth Dresbach	CAD Drafter Range B	30	\$ 35.00	\$1,050.00
Theresa Baulista	Administration	44	\$ 32.00	\$1,408.00
Dennis Haglan	Principal Engineer	32	\$ 89.50	\$2,864.00

2,917 Total Hours

Subtotal Direct Labor Costs \$161,429.10
Anticipated Salary Increases \$8,457.16

TOTAL - Direct Labor \$167,886.26

INDIRECT COSTS

	Rate	Total
Overhead	95.36%	\$160,096.34
Fringe Benefit	49.40%	\$82,935.81
General & Administrative	0.00%	\$0.00
	144.76%	

TOTAL - Indirect Costs \$243,032.16

FEE (10.00%) TOTAL - Fee \$41,091.84

OTHER DIRECT COSTS

			Total
Travel Costs (mileage)	Miles	2,000 @ \$ 0.565	\$ 1,130.00
Travel Costs (lodging)	Nights	4 @ \$ 150.00	\$ 600.00
Plan Reproduction	Full Size Sheets	25 @ \$ 5.00	\$ 125.00
Overnight Service	Each	10 @ \$ 15.60	\$ 156.00
Graphic Presentation Boards	Boards	4 @ \$ 45.00	\$ 180.00

TOTAL - Other Direct Costs \$2,191.00

TOTAL COST \$454,201.26

SUBCONSULTANTS

MNS Engineers	\$ 99,512.10
David Black & Associates	\$ 18,944.00
URS	\$ 213,404.00
Fugro	\$ 34,234.00
Hamner-Jewell	\$ 45,464.00

Total Subconsultants Cost \$ 411,558.10

Total Contract \$865,759.00

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at
http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)*

Certification of Final Indirect Costs:

Consultant Firm Name: Drake Haglan and Associates

Indirect Cost Rate: 144.76%

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): 01/01/2012-12/31/2012

Date of Proposal Preparation (mm/dd/yyyy): 10/08/2012

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 14,000,000 and the number of States in which the firm does business is 1.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).

2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ _____

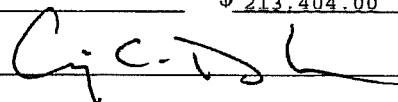
Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ 865,759.00

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

<u>David R. Black & Associates</u>	<u>\$ 18,944.00</u>
<u>Fugro Consultants, Inc.</u>	<u>\$ 34,234.00</u>
<u>Hamner Jewell & Associates</u>	<u>\$ 45,464.00</u>
<u>MNS Engineers</u>	<u>\$ 99,512.00</u>
<u>URS Corporation</u>	<u>\$ 213,404.00</u>

* Consultant Certification Signature: _____



Consultant Certifying (Print Name and Title):

Name: Craig C. Drake

Title: CFO

Consultant Contact Information:

Email: cdrake@drakehaglan.com

Phone number: (916) 363-4210

Date of Certification (mm/dd/yyyy): 01/10/2014

*An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

City of Goleta
Hollister Avenue Bridge Replacement Project

Attachment B

**DRAKE HAGLAN AND ASSOCIATES
CONTRACT SUMMARY - AMENDMENT 1**

CONTRACT No.
CONSULTANT:

Drake Haglan and Associates

CONSULTANT COST PROPOSAL

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Craig Drake	Principal Engineer	386	\$ 93.00	\$35,898.00
Kevin Ross	Principal Engineer	56	\$ 90.00	\$5,040.00
Jeff Elmsdorp	Sr. Engr. Range A	368	\$ 55.00	\$20,240.00
Matt Burgard	Engr. Range A	980	\$ 44.00	\$43,120.00
Guoping Xu	Sr. Engr. Range C	240	\$ 57.20	\$13,728.00
Alex Barba	CAD Manager	480	\$ 44.00	\$21,120.00
Dave Melis	Sr. Engr. Range C	132	\$ 67.20	\$8,870.40
Melissa McConnell	Engr. Range B	544	\$ 50.00	\$27,200.00
Karen Drebert	Admin. Specialist	8	\$ 40.00	\$320.00
Theresa Bautista	Administration	8	\$ 33.50	\$268.00
Dennis Haglan	Principal Engineer	32	\$ 98.00	\$3,136.00

3,234 Total Hours

Subtotal Direct Labor Costs \$178,940.40
Anticipated Salary Increases \$0.00

TOTAL - Direct Labor \$178,940.40

INDIRECT COSTS

	Rate	Total
Overhead	84.30%	\$150,846.76
Fringe Benefit	47.30%	\$84,638.81
General & Administrative	0.00%	\$0.00
	131.60%	

TOTAL - Indirect Costs \$235,485.57

FEE (10.00%)

TOTAL - Fee \$41,442.60

OTHER DIRECT COSTS

			Total
Travel Costs (airfare and rental car)	Trips	8 @ \$ 475.00	\$ 3,800.00
Travel Costs (lodging)	Nights	4 @ \$ 150.00	\$ 600.00
Plan Reproduction	Full Size Sheets	25 @ \$ 5.00	\$ 125.00
Overnight Service	Each	1 @ \$ 24.00	\$ 24.00
Graphic Presentation Boards	Boards	4 @ \$ 45.00	\$ 180.00
Geocon			\$ 3,460.00

TOTAL - Other Direct Costs \$8,189.00

TOTAL COST \$464,057.57

SUBCONSULTANTS

MNS Engineers	\$ 29,740.00
URS	\$ 9,175.00
Fugro	\$ 31,582.00
Hamner-Jewell	\$ 43,988.00
Total Subconsultants Cost	\$ 114,485.00

Total Contract \$578,543.00

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM**

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

Consultant Firm Name: Drake Haglan and Associates

Indirect Cost Rate: 131.60%

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): 01/01/2013-12/31/2013

Date of Proposal Preparation (mm/dd/yyyy): 01/10/2014

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 14,000,000 and the number of States in which the firm does business is 1.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).

2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime Consultants (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ 578,543

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

<u>Fugro Consultants, Inc.</u>	<u>\$ 31,582.00</u>
<u>Hamner Jewell & Associates</u>	<u>\$ 43,988.00</u>
<u>MNS Engineers</u>	<u>\$ 29,740.00</u>
<u>URS Corporation</u>	<u>\$ 9,175.00</u>
_____	<u>\$ _____</u>

* Consultant Certification Signature: Craig C. Drake

Consultant Certifying (Print Name and Title):

Name: Craig C. Drake

Title: CFO

Consultant Contact Information:

Email: cdrake@drakehaglan.com

Phone number: (916) 363-4210

Date of Certification (mm/dd/yyyy): 05/20/2014

*An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

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City of Goleta
Hollister Bridge Project

**MNS ENGINEERS
CONTRACT SUMMARY**

CONTRACT No.**CONSULTANT:**

Drake Haglan & Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total	Loaded Rates
Mark Rincon	Principal Engineer	50	\$ 67.30	\$3,365.00	\$196.15
Mark Reinhardt	Principal Surveyor	41	\$ 96.15	\$3,942.31	\$280.25
Greg Knudson	Supervising Engineer	54	\$ 48.07	\$2,595.78	\$140.10
Staff	Senior Project Engineer	132	\$ 45.67	\$6,028.44	\$133.11
Staff	Associate Engineer	280	\$ 32.00	\$8,960.00	\$93.27
Shane Sobeckl	Assistant Surveyor	103	\$ 34.00	\$3,502.00	\$99.10
Staff	Survey Party Chief	12	\$ 42.21	\$506.52	\$123.03
Staff	Chainperson	12	\$ 42.21	\$506.52	\$123.03
Staff	One-person Survey Crew	40	\$ 42.21	\$1,688.40	\$123.03
Robert Starr	Supervising CAD Technician	40	\$ 36.00	\$1,440.00	\$104.93
Masa Ueoka	Senior Land Title Analyst	4	\$ 36.06	\$144.23	\$105.09
Staff	Administrative Assistant	14	\$ 20.00	\$280.00	\$58.29

782

Subtotal Direct Labor Costs \$32,959.20

Anticipated Salary Increases \$1,318.37

TOTAL - Direct Labor \$32,959.20

INDIRECT COSTS

	Rate	Total
Overhead	103.73%	\$34,188.58
Fringe Benefit	56.50%	\$18,621.95
General & Administrative	0.00%	\$0.00
	160.23%	\$52,810.53

TOTAL - Indirect Costs \$52,810.53

FEE (12.00%) TOTAL - Fee \$10,292.37

OTHER DIRECT COSTS

	Total
Photocopies	\$ 300.00
Plotting Costs	\$ 1,200.00
Utility Plats	\$ 200.00
Overnight Service	\$ 150.00
Survey Equipment Premium for 1-Person Crew	\$ 1,600.00

TOTAL - Other Direct Costs \$3,450.00

TOTAL COST \$99,512.10

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM**

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DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at
http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)*

Certification of Final Indirect Costs:

Consultant Firm Name: MNS Engineers, Inc.

Indirect Cost Rate: 160.23%

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): 07/01/2011-06/30/2012

Date of Proposal Preparation (mm/dd/yyyy): 10/06/2012

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 30,600,000 and the number of States in which the firm does business is 1.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

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3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

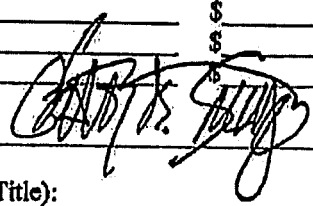
Proposed Contract Amount (or amount not to exceed if on-call contract): \$99,512.00

Prime Consultants (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____

* Consultant Certification Signature: 

Consultant Certifying (Print Name and Title):

Name: James A. Salvito

Title: President & CEO

Consultant Contact Information:

Email: jsalvito@mnsengineers.com

Phone number: (805) 692-6921

Date of Certification (mm/dd/yyyy): 01/07/2014

*An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

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Actual Cost-Plus-Fixed Fee Estimate
MNS Engineers, Inc. - Hollister Avenue Bridge Replacement for City of Goleta

DIRECT LABOR

Classifications/Title ¹	Name	Hours	Pay Rate	Total Direct Labor
Principal Engineer	S. Kowalewski or M. Rincon	4	\$67.31	\$269.23
Supervising Engineer	G. Knudson	2	\$48.07	\$96.14
Senior Project Engineer	Staff		\$45.67	\$0.00
Project Engineer	N. Panofsky	12	\$37.73	\$452.76
Associate Engineer	Staff		\$32.00	\$0.00
Associate Engineer	J. Harlan	24	\$25.00	\$600.00
Principal Surveyor	M. Reinhardt	24	\$96.15	\$2,307.69
Survey Party Chief*	TBD	20	\$42.21	\$844.20
Survey Chainperson*	TBD	16	\$42.21	\$675.36
One-Person Survey Crew*	TBD		\$42.21	\$0.00
Project Surveyor	Staff	76	\$38.00	\$2,888.00
Associate Project Surveyor	S. Sobecki		\$34.00	\$0.00
Senior Land Title Analyst	M. Ueoka	16	\$36.06	\$576.96
Supervising CAD Technician	R. Starr	44	\$36.00	\$1,584.00
Administrative Assitant	TBD	3	\$20.00	\$60.00

a) Subtotal Direct Labor Costs \$10,354.34

b) Anticipated Salary Increases \$313.43

c) **TOTAL DIRECT LABOR COSTS [a + b]** \$10,667.77

FRINGE BENEFITS

d) Fringe Benefits Rate 50.05%

e) **TOTAL FRINGE BENEFITS [c x d]** \$5,338.77

INDIRECT COSTS

f) Overhead Rate 95.94%

g) **OVERHEAD** \$10,234.87

h) General & Adm. Rate 0.00%

i) **GEN & ADM** \$0.00

j) **TOTAL INDIRECT COSTS [g + i]** \$10,234.87

FIXED FEE (Profit)

q) Profit Rate 10.00%

k) **TOTAL PROFIT [(c + e + j) x q]** \$2,624.14

OTHER DIRECT COSTS (ODC)

l) Travel/Mileage Costs \$0.00

m) Equipment Rental and Supplies \$0.00

n) Permit Fees, Plan Sheets, Test Holes, Title Reports, etc. \$875.00

o) Subconsultant Costs \$0.00

p) **TOTAL OTHER DIRECT COSTS [l + m + n + o]** \$875.00

TOTAL COST [c + e + j + k + p] \$29,740.55

NOTES:

¹ Employees subject to prevailing wage requirements to be marked with an *.

Actual Cost-Plus-Fixed Fee Estimate

MNS Engineers, Inc. - Hollister Avenue Bridge Replacement for City of Goleta

1. Calculate average hourly rate for 1st year of the contract.

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Average Hourly Rate
<u>\$10,354.34</u>	/	<u>241</u>	=	<u>\$42.96</u>

2. Calculate hourly rate for all years.

	Average Hourly Rate		Proposed Escalation		Following Year Hourly Rate
Year 1	<u>\$42.96</u>	+	<u>3%</u>	=	<u>\$44.25</u>
Year 2	<u>\$44.25</u>	+	<u>3%</u>	=	<u>\$45.58</u>

3. Calculate estimated hours per year.

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year
Year 1	<u>30%</u>	*	<u>241</u>	=	<u>72</u>
Year 2	<u>40%</u>	*	<u>241</u>	=	<u>96</u>
Year 3	<u>30%</u>	*	<u>241</u>	=	<u>72</u>
Total	<u>100%</u>			Total	<u>241</u>

4. Calculate Total Costs including Escalation.

	Average Hourly Rate		Estimated Hours		Cost per Year
Year 1	<u>\$42.96</u>	*	<u>72</u>	=	<u>\$3,106.30</u>
Year 2	<u>\$44.25</u>	*	<u>96</u>	=	<u>\$4,265.99</u>
Year 3	<u>\$45.58</u>	*	<u>72</u>	=	<u>\$3,295.48</u>
Total Direct Labor Cost with Escalation				=	<u>\$10,667.77</u>
Direct Labor Subtotal before Escalation				=	<u>\$10,354.34</u>
Estimated Total of Direct Labor Salary Increase				=	\$313.43

ODC Cost Estimate

MNS Engineers, Inc.

Hollister

Avenue Bridge Replacement for City of Goleta

Item Description	Unit Cost	Estimated	Total Cost
		Quantity	
Black & White Copies	\$0.25	500	\$125.00
Color Copies	\$1.50	150	\$225.00
Standard Plots	\$2.50	40	\$100.00
Presentation Plots	\$5.00	30	\$150.00
Achievable Plots	\$10.00	20	\$200.00
Overnight	\$37.50	2	\$75.00

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at
http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)*

Certification of Final Indirect Costs:

Consultant Firm Name: MNS Engineers, Inc.

Indirect Cost Rate: 145.99%

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): 01/01/2012 to
12/31/2012

Date of Proposal Preparation (mm/dd/yyyy): 05/14/2014

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$30,600,000 and the number of States in which the firm does business is 1.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$29,740

Prime Consultants (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): _____

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

MNS ENGINEERS, INC By: James A. Salvito, President / CEO
* Consultant Certification Signature: _____
Consultant Certifying (Print Name and Title): _____

Name: James A. Salvito

Title: President / CEO

Consultant Contact Information:

Email: JSalvito@MNSEngineers.com

Phone number: 805-692-6921

Date of Certification (mm/dd/yyyy): 05/19/2014

*An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

City of Goleta
Hollister Avenue Bridge Replacement Project

**DAVID R. BLACK & ASSOCIATES
CONTRACT SUMMARY**

CONTRACT No. _____
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
David Black	Landscape Architect	66	\$ 100.00	\$6,600.00
Natira Jones	Designer/Draftsperson	76	\$ 67.00	\$5,092.00

142 Total Hours

Subtotal Direct Labor Costs \$11,692.00
Anticipated Salary Increases \$468.62

TOTAL - Direct Labor \$12,160.62

INDIRECT COSTS

	Rate	Total
Overhead	15.00%	\$1,824.09
Fringe Benefit	12.00%	\$1,459.27
General & Administrative	12.00%	\$1,459.27
	39.00%	

TOTAL - Indirect Costs \$4,742.64

FEE (10.00%) TOTAL - Fee \$1,690.33

OTHER DIRECT COSTS

		Total
Outside Repro	Each 1 @ \$ 350.00	\$ 350.00
		TOTAL - Other Direct Costs \$350.00

TOTAL COST \$18,944.00

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM**

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DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at
http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)*

Certification of Final Indirect Costs:

Consultant Firm Name: David R. Black & Associates

Indirect Cost Rate: 39%

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): 01/01/2011-12/31/2011

Date of Proposal Preparation (mm/dd/yyyy): 10/26/2012

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 1.8.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 140,000 and the number of States in which the firm does business is 1.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).

2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 18,944.00

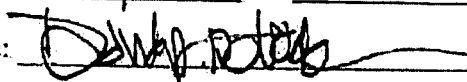
Prime Consultants (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

* Consultant Certification Signature: _____



Consultant Certifying (Print Name and Title):

Name: David R. Black

Title: Principal

Consultant Contact Information:

Email: dblack@davidblackla.com

Phone number: (805) 898-8717

Date of Certification (mm/dd/yyyy): 01/07/2014

*An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(h)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

City of Goleta
Ekwill Street and Fowler Road Extensions Project

**URS CORPORATION
CONTRACT SUMMARY**

CONTRACT No. _____
CONSULTANT: Drake Haglan & Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total	
Craig Woodman	Sr Project Manager	398	\$ 56.96	\$22,670.08	\$68.99
Chris Julian	Project Engineer / Scientist	340	\$ 53.00	\$18,020.00	\$64.19
Matt Dunn	Project Engineer / Scientist	60	\$ 50.04	\$3,002.40	\$60.61
Johanna Kisner	Sr Engineer / Scientist	144	\$ 40.84	\$5,880.96	\$49.47
Tricia Winterbauer	Sr Engineer / Scientist	416	\$ 41.96	\$17,455.36	\$50.82
Courtney Smith	Sr Engineer / Scientist	100	\$ 28.24	\$2,824.00	\$34.20
David Denniston	Sr GIS / Drafter	40	\$ 44.84	\$1,793.60	\$54.31
Billy Fletcher	Graduate Engineer / Scientist	68	\$ 20.96	\$1,425.28	\$25.39
Jaret Campisi	GIS / Drafter	204	\$ 24.20	\$4,936.80	\$29.31
Doug Kelley	Sr Word Processing	82	\$ 33.32	\$2,732.24	\$40.36
Wendy Willis	Projects & Contracts Assistant	88	\$ 30.88	\$2,717.44	\$37.40
		0		\$0.00	
		0		\$0.00	

1,940
Subtotal Direct Labor Costs \$83,458.16
Anticipated Salary Increases \$3,338.33

TOTAL - Direct Labor \$86,796.49

INDIRECT COSTS

	Rate	Total
Overhead	76.65%	\$66,529.51
Fringe Benefit	44.47%	\$38,598.40
General & Administrative		\$0.00
	121.12%	

TOTAL - Indirect Costs \$105,127.90

FEE (10.00%)
Facilities Capital Cost of Money (FCCM @ 0.348% of direct labor)

TOTAL - Fee \$19,192.44
\$302.05

OTHER DIRECT COSTS

	Total
Travel Costs	\$ 609.34
Photocopies	\$ 771.75
EDR File Search	\$ 525.00
GIS Equipment	\$ 78.75
Overnight Service	\$ -
Graphic Presentation Boards	\$ -

TOTAL - Other Direct Costs \$1,984.84

TOTAL COST \$213,404.00

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at
http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)*

Certification of Final Indirect Costs:

Consultant Firm Name: URS Corporation

Indirect Cost Rate: 121.12%

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): 01/01/2012-12/31/2012

Date of Proposal Preparation (mm/dd/yyyy): 06/26/2012

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 4,557,906.12 and the number of States in which the firm does business is 50.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).

2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 213,404

Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

* Consultant Certification Signature: Matthew H. O'Brien

Consultant Certifying (Print Name and Title):

Name: Matthew H. O'Brien

Title: Vice President

Consultant Contact Information:

Email: matt.obrien@urs.com

Phone number: (805) 692-0635

Date of Certification (mm/dd/yyyy): 01/08/2014

*An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&J and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

City of Goleta
Hollister Avenue Bridge Replacement Project

**URS CORPORATION
CONTRACT SUMMARY**

CONTRACT No. _____
CONSULTANT: Drake Haglan & Associates

CONSULTANT COST PROPOSAL

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Craig Woodman	Sr Project Manager	40	\$ 56.96	\$2,278.40
Chris Julian	Project Engineer / Scientist		\$ 53.00	\$0.00
Johanna Kisner	Sr Engineer / Scientist		\$ 40.84	\$0.00
Tricia Winterbauer	Sr Engineer / Scientist		\$ 41.96	\$0.00
David Denniston	Sr GIS / Drafter		\$ 44.84	\$0.00
Billy Fletcher	Graduate Engineer / Scientist		\$ 20.96	\$0.00
Jaret Campisi	GIS / Drafter	8	\$ 24.20	\$193.60
Doug Kelley	Sr Word Processing	8	\$ 33.32	\$266.56
Wendy Willis	Projects & Contracts Assistant		\$ 30.88	\$0.00
			\$ 50.00	\$0.00
			\$ 50.00	\$0.00

56
Subtotal Direct Labor Costs \$2,738.56
Anticipated Salary Increases

TOTAL - Direct Labor \$2,738.56

INDIRECT COSTS

	Rate	Total
Overhead	76.219%	\$2,087.30
Fringe Benefit	42.029%	\$1,150.99
General & Administrative		\$0.00
	118.25%	

TOTAL - Indirect Costs \$3,238.29

FEE (10.00%) TOTAL - Fee \$597.69

OTHER DIRECT COSTS

	Total
Travel Costs	
Subcontract Archeologist (unit cost)	\$ 2,500.00
CCIC file search fee	\$ 100.00
EDR File Search	
GIS Equipment	
Overnight Service	\$ -
Graphic Presentation Boards	\$ -
	TOTAL - Other Direct Costs \$2,600.00

TOTAL COST \$9,175.00

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at
http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)*

Certification of Final Indirect Costs:

Consultant Firm Name: URS Corporation

Indirect Cost Rate: 118.25%

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): 01/01/2012-12/31/2012

Date of Proposal Preparation (mm/dd/yyyy): 12/17/13

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 4,557,906.12 and the number of States in which the firm does business is 50.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).

2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 9,175

Prime Consultants (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

* Consultant Certification Signature: _____

Consultant Certifying (Print Name and Title):

Name: Matthew H. O'Brien

Title: Vice President

Consultant Contact Information:

Email: matt.obrien@urs.com

Phone number: (805) 962-0635

Date of Certification (mm/dd/yyyy): 05/19/2014

*An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

City of Goleta
Hollister Avenue Bridge

**FUGRO CONSULTANTS, INC.
CONTRACT SUMMARY**

CONTRACT No.

CONSULTANT:

Drake Haglan and Associates

DIRECT LABOR

<u>Name</u>	<u>Classification</u>	<u>Hours</u>	<u>Rate*</u>	<u>Total</u>
Jon Blanchard	Principal Engineer	48	\$ 58.89	\$2,826.72
Ron Chruch	Senior Professional	20	\$ 48.78	\$975.60
Loree Berry	Project Professional	82	\$ 39.10	\$3,206.10
Chad Stoehr	Senior Staff Professional	8	\$ 32.86	\$262.88
Brendan Egan	GIS/CADD Operator	32	\$ 40.00	\$1,280.00
Michelle Herrera	Word Processor	20	\$ 18.76	\$375.20
		<u>210</u>	<u>Total Hours</u>	

*Raw labor rates as of February 2013

Subtotal Direct Labor Costs \$8,926.50
Anticipated Salary Increases \$535.59

TOTAL - Direct Labor \$9,462.09

INDIRECT COSTS

	<u>Rate*</u>	<u>Total</u>
Overhead	164.57%	\$15,571.76
Fringe Benefit	64.34%	\$6,087.91
General & Administrative	0.00%	\$0.00
	<u>228.91%</u>	

*2011 audited rates. Latest available rate.

TOTAL - Indirect Costs \$21,659.67

FEE (10.00%)

TOTAL - Fee \$3,112.18

OTHER DIRECT COSTS

Total

\$ -

TOTAL - Other Direct Costs \$0.00

TOTAL COST \$34,234.00

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at
http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)*

Certification of Final Indirect Costs:

Consultant Firm Name: Fugro Consultants, Inc.

Indirect Cost Rate: 228.91%

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): 01/01/2011-12/31/2011

Date of Proposal Preparation (mm/dd/yyyy): 10/31/2012 (original proposal)

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 12,802,210 and the number of States in which the firm does business is 31.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).

2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$34,234

Prime Consultants (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

* Consultant Certification Signature: 

Consultant Certifying (Print Name and Title):

Name: Richard Baird

Title: Controller

Consultant Contact Information:

Email: rbaird@fugro.com

Phone number: (713) 369-5400

Date of Certification (mm/dd/yyyy): 12/19/2013

*An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

City of Goleta and Drake Haglan Associates
Hollister Avenue Bridge
Additional Services for Probing for Old Foundations and Input to Channel Wall Design

**FUGRO CONSULTANTS, INC.
CONTRACT SUMMARY**

CONTRACT No.
SUB CONSULTANT:

DHA Contract No.12036
Fugro Consultants, Inc.

CONSULTANT COST PROPOSAL

DIRECT LABOR

Name	Classification	Hours	Rate*	Total
Gregory Denlinger	Principal Engineer	26	\$ 55.46	\$ 1,441.96
Jerko Kocijan	Associate Engineer	20	\$ 52.24	\$ 1,044.80
Loree Berry	Sr. Project Engineer	45.50	\$ 40.19	\$ 1,828.65
Eung-Jin Jeon	Project Engineer	0	\$ 39.70	\$ -
Justin Martos	Sr. Staff Engineer	104	\$ 27.68	\$ 2,878.72
Brendan Egan	CADD Operator	10	\$ 40.00	\$ 400.00
Michelle Herrera	Word Processor	7	\$ 18.76	\$ 131.32

213 Total Hours

*Raw labor rates as of February 2014

Rates will be charged at payroll rate at the time of work

Subtotal Direct Labor Costs \$ 7,725.45
Anticipated Salary Increases \$ -

TOTAL - Direct Labor \$ 7,725.45

INDIRECT COSTS

	Rate*	Total
Overhead	219.502%	\$ 16,957.52
Fringe Benefit	0.00%	\$ -
General & Administrative	0.00%	\$ -
	219.50%	

*2012 audited rates. Latest available rate.

TOTAL - Indirect Costs \$ 16,957.52

FEE

(10.00%)

TOTAL - Fee \$ 2,468.30

OTHER DIRECT COSTS

	Units	Rate	Total
Kehoe Testing Geoprobe Services	Estimate - Billed At-Cost	1	2975 \$ 2,975.00
Traffic Control Plan	Estimate - Billed At-Cost	1	256 \$ 256.00
Traffic Control Services - Flagging Control	Estimate - Billed At-Cost	1	1200 \$ 1,200.00

TOTAL - Other Direct Costs \$ 4,431.00

TOTAL COST \$ 31,582.00

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM****Certification of Final Indirect Costs:**Consultant Firm Name: Fugro Consultants, Inc.Indirect Cost Rate: 219.502 %Date of Proposal Preparation (mm/dd/yyyy): 9/18/2013Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 1/1/2012 to 12/31/2012

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 12,802,210 and the number of States in which the firm does business is 3.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

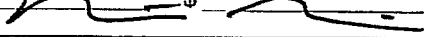
All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 31,582.00**Prime Consultants (if applicable)**

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

* Consultant Certification Signature: 

Consultant Certifying (Print Name and Title):

Name: RICHARD BAIRDTitle: CONTROLLER

Consultant Contact Information:

Email: RBAIRD@FUGRO.COMPhone number: 713-369-5412Date of Certification (mm/dd/yyyy): 05/16/2014

*An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

City of Goleta
Hollister Bridge Project

HAMNER, JEWELL & ASSOCIATES CONTRACT SUMMARY

CONTRACT No. _____
CONSULTANT: Drake Haglan and Associates

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Lillian Jewell	Managing Sr. Associate	65	\$ 57.50	\$3,737.50
David Jewell	R/W Agent	97	\$ 30.00	\$2,910.00
Valerie Bond	Transaction Coordinator	13	\$ 27.50	<u>\$357.50</u>

175 Total Hours

Subtotal Direct Labor Costs	\$7,005.00
Anticipated Salary Increases	\$2,000.00

TOTAL - Direct Labor \$9,005.00

INDIRECT COSTS

	Rate	Total
Overhead	137.00%	\$12,336.85
Fringe Benefit	37.74%	\$3,398.49
General & Administrative	0.00%	<u>\$0.00</u>
	174.74%	

TOTAL - Indirect Costs \$15,735.34

FEE (10.00%)

TOTAL - Fee \$2,474.03

OTHER DIRECT COSTS

		Total
Preliminary Title Reports	2 Reports @ \$ 1,650.00	\$ 1,650.00
Appraisals	4 Properties @ \$15,400.00	\$ 15,400.00
Mileage and Reimbursibles	Deliveries @ \$ 1,200.00	\$ 1,200.00

TOTAL - Other Direct Costs \$18,250.00

TOTAL COST \$45,464.00

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at
http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)*

Certification of Final Indirect Costs:

Consultant Firm Name: Hamner, Jewell & Associates

Indirect Cost Rate: 174.74% * provisional rate that is lower than current rate

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): 2011

Date of Proposal Preparation (mm/dd/yyyy): 10/26/2012

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 0 (we are not an A&E) and the number of States in which the firm does business is 1.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).

2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (If applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$45,464

Prime Consultants (If applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

* Consultant Certification Signature: Lillian H. Jewell

Consultant Certifying (Print Name and Title):

Name: Lillian Jewell

Title: Managing Senior Associate

Consultant Contact Information:

Email: ljewell@hamner-jewell.com

Phone number: (805) 773-1459

Date of Certification (mm/dd/yyyy): 01/21/2014

*An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

City of Goleta
Hollister Avenue Bridge

Hamner, Jewell & Associates
CONTRACT 2014 AMENDMENT

CONTRACT No.
CONSULTANT:

Hamner, Jewell & Associates

CONSULTANT COST PROPOSAL

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Lillian Jewell	Managing Sr. Associate	60	\$ 62.98	\$3,778.80
David Jewell	Associate 1 RW Agent	80	\$ 30.00	\$2,400.00
Valerie Bond	Transaction Coordinator	40	\$ 27.50	\$1,100.00
		0	\$ -	\$0.00
		0	\$ -	\$0.00
		0	\$ -	\$0.00
		0	\$ -	\$0.00
		0	\$ -	\$0.00
		0	\$ -	\$0.00
		180	Total Hours	

Subtotal Direct Labor Costs \$7,278.80
Anticipated Salary Increases

TOTAL - Direct Labor \$7,278.80

INDIRECT COSTS

	Rate	Total
Overhead	88.28%	\$6,425.72
Fringe Benefit	56.89%	\$4,140.91
General & Administrative	54.20%	\$3,945.11
	199.37%	

TOTAL - Indirect Costs \$14,511.74

FEE (10.00%)

TOTAL - Fee \$2,179.05

OTHER DIRECT COSTS

				Total
Travel Costs (mileage)	1,300	@	\$0.56	\$ 728.00
		@	\$ -	.
Postage and Delivery	10	@	\$ 29.80	\$ 290.80
Title Reports	2	@	\$ 1,000.00	\$ 2,000.00
Appraisals	4	@	\$ 2,500.00	\$ 10,000.00
	supplemental acquisitions			
	Bottiani-Waters	2	@	\$ 3,500.00 \$ 7,000.00

NOTE: All reimbursable project related expenses will be billed at cost, with appropriate invoices and documentation provided for reference.
This budget covers the addition of the Bottiani and Waters properties (condos).

TOTAL - Other Direct Costs \$ 20,018.80

SUBCONSULTANTS

TOTAL - Subconsultants \$ -

TOTAL - Contract \$43,988.39

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at
http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)*

Certification of Final Indirect Costs:

Consultant Firm Name: Hamner, Jewell & Associates

Indirect Cost Rate: 199.37%

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): 2013

Date of Proposal Preparation (mm/dd/yyyy): 01/07/2014

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 0 (we are not an A&E) and the number of States in which the firm does business is 1.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).

2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 43,988

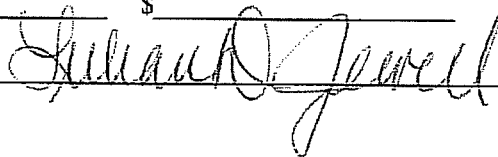
Prime Consultants (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

* Consultant Certification Signature: _____



Consultant Certifying (Print Name and Title):

Name: Lillian Jewell

Title: Managing Senior Associate

Consultant Contact Information:

Email: ljewell@hammer-jewell.com

Phone number: (805) 773-1459

Date of Certification (mm/dd/yyyy): 05/16/2014

*An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

Exhibit C
Required Federal Forms

STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION
(Caltrans Local Assistance Procedures Manual Exhibit 10-J)

LOCAL AGENCY CONSULTANT DBE INFORMATION
(Caltrans Local Assistance Procedures Manual Exhibit 10-02)

EXHIBIT 10-J STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION**1. Subcontractors**

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Agency's obligation to make payments to the Contractor.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the Agency.
- D. Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

2. Disadvantaged Business Enterprise (DBE) Participation

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has a DBE goal, the Consultant must meet the DBE goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the local agency deems appropriate.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

4. Prompt Payment of Funds Withheld to Subcontractors

(Local agency to use either A,B, or C below; delete the other two.)

- A. No retainage will be withheld by the Agency from progress payments due the prime contractor. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.
- B. No retainage will be held by the Agency from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

- C. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subconsultant performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime consultant and subconsultants.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

5. DBE Records

- A. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Manager.

6. DBE Certification and Decertification Status

If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days.

EXHIBIT 10-02: LOCAL AGENCY CONSULTANT DBE INFORMATION

(Inclusive of all DBEs listed at bid proposal)

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

Consultant to Complete this Section

1. Local Agency Name: City of Goleta
2. Project Location: Hollister Avenue Bridge Project
3. Project Description: Environmental, plans, specifications & estimates (PS&E), Right-of-Way Engineering & Right of Way Acquisition Services for the Hollister Avenue Bridge project.
4. Total Contract Award Amount: \$ 826,612
5. Consultant Name: Drake Haglan & Associates
6. Contract DBE Goal %: 3.6%
7. Total Dollar Amount for all Subcontractors: \$ 372,411
8. Total Number of all Subcontractors: 5

Award DBE Information

9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Appraisal & Acquisition	Hamner, Jewel & Associates 340 James Way, Suite 150 Pismo Beach, CA 93449 (805) 773-1459	41056	\$45,464

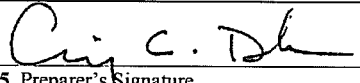
Local Agency to Complete this Section

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

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

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

13. Total Dollars Claimed	\$ <u>45,464</u>
14. Total % Claimed	<u>5.50</u> %


 15. Preparer's Signature
 Craig C. Drake
 16. Preparer's Name (Print)
 CFO/Project Manager
 17. Preparer's Title

Caltrans to Complete this Section

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

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

2/28/13 (916) 363-4210
 18. Date 19. (Area Code) Tel. No.

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

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE INFORMATION

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subcontractors** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do not include the prime consultant information in this count.
8. **Total number of all subcontractors** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do not include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subcontractors on the Exhibit 10-O1 form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for columns 12 and 13.
14. **Total % Claimed** – Enter the total participation claimed for columns 12 and 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", a Good Faith Effort (GFE) is required.
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

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

This Amendment No. 2 ("Amendment") is made this 17th day of November, 2015 to an Agreement for Professional Design Services between the **CITY OF GOLETA** ("City") and **DRAKE HAGLAN ASSOCIATES, INC.**, ("Consultant") dated April 16, 2013 ("Agreement").

RECITALS

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the AGREEMENT on November 30, 2015; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the AGREEMENT to December 31, 2017; and

WHEREAS, the City Council, on this 17th day of November, 2015 approved this Contract Amendment and authorized the City Manager to execute this Contract Amendment per the Goleta Municipal Code 3.05.050.

AMENDED TERMS

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

1. **Section 7. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional two years and read in its entirety:

This contract shall go into effect on April 16, 2013, contingent upon approval by the City of Goleta, and Drake Haglan & Associates shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on December 31, 2017, unless extended by contract amendment.

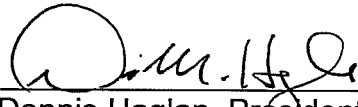
2. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

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

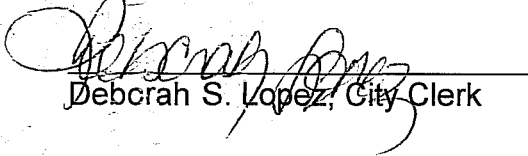
CITY OF GOLETA


Michelle Greene, City Manager

CONSULTANT



Dennis Haglan, President

ATTEST:


Deborah S. Lopez, City Clerk


Craig Drake, Chief Financial Officer

APPROVED AS TO FORM


Tim W. Giles, City Attorney



Agreement No. 2013-028.3
City of Goleta, California

Project: Hollister Ave Bridge Replacement

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

This Amendment No. 3 is made this 20th day of June, 2017 to an Agreement for PROFESSIONAL DESIGN SERVICES between the **CITY OF GOLETA** ("City") and **DRAKE HAGLAN ASSOCIATES, INC.**, ("Consultant") dated April 16, 2013 ("Agreement") Agreement, No. 2013-028.

RECITALS

WHEREAS, under the Agreement, Consultant provides the City project management services in conjunction with the Hollister Avenue Bridge Replacement Project; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 4 Subsection (a) of for the total compensation amount not to exceed one million four hundred eighty-three thousand sixty-six dollars (\$1,483,066); and

WHEREAS, the parties desire to amend the Agreement again so as to provide for additional compensation in the amount of three hundred ninety thousand two hundred and seventy dollars (\$390,270) to continue and complete various tasks to complete the Project; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 7 for the termination on December 31, 2017; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination date to June 30, 2019; and

WHEREAS, the Agreement between City and Consultant currently provides in Exhibit A-1 entitled "Scope of Work" the complete and particular description of services as set forth for Consultant; and

WHEREAS, the parties desire to amend Exhibit A-1 of the Agreement by adding additional services to include NEPA Revalidation related activities, fish-passage design activities, accommodation of an additional design review cycle by Caltrans, bridge redesign to accommodate driveway layout changes, and additional utility coordination efforts as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-3"; and

WHEREAS, the Agreement between City and Consultant currently provides in Exhibit B-1 entitled "Rate Sheets" the fee schedules for the Consultant and its subconsultants, Drake Haglan & Associates, Inc., Hamner, Jewell and Associates, MNS

Engineers, Inc., URS Corporation, Fugro Consultants, Inc., David R. Black & Associates; and

WHEREAS, the parties desire to amend Exhibit B-1 of the Agreement by identifying cost proposals as itemized, calculation for anticipated salary increases for Consultant and subconsultants, current calculations for Indirect Cost Rate (ICR), separate cost proposals and Local Assistance Procedures Manual (LAPM) Exhibit 10-K certification forms, attached as Exhibit "B-3"; and

WHEREAS, the City Council, on 6th day of June, 2017 approved Amendment No. 3 and authorized the City Manager to execute this Contract Amendment No. 3.

AMENDED TERMS

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

1. **Section 4. Subparagraph (a) COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$349,113 and to read in its entirety.

(a) The total amount payable by the CITY including the fixed fee shall not exceed \$1,832,179.

2. **Section 7. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to delete the first paragraph and replace in its entirety:

This contract shall go into effect on April 16, 2013, contingent upon approval by the City of Goleta, and Drake Haglan & Associates shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on June 30, 2019, unless extended by contract amendment.

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

Exhibit A-1 "Scope of Work" with **Exhibit A-3 "Scope of Work"** attached hereto and incorporated herein.

4. **Exhibit B-1. Rate Sheets** of the Agreement is amended to delete and replace in its entirety:


Exhibit B-1 "Rate Sheets" with **Exhibit B-3 "Rate Sheets"** attached hereto and incorporated herein.

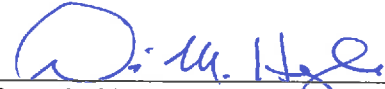
5. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect

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

CITY OF GOLETA

CONSULTANT


Michelle Greene, City Manager


Dennis Haglan, President

ATTEST:


Deborah Lopez, City Clerk


Craig Drake, Chief Financial Officer

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney

Exhibit A-3 Scope of Work

This scope of work describes the tasks required to prepare and deliver the construction documents for the Hollister Avenue Bridge Replacement Project. Drake Haglan & Associates is the prime engineering consultant leading all tasks, and directing a team of subconsultants for certain tasks. DHA shall assure that all tasks are completed regardless of any designation for primary responsibility. The firm with primary responsibility for each task is indicated in parentheses for each task. The firms are designated as follows:

Drake Haglan & Associates, Inc. (DHA)	Hamner, Jewell and Associates (HJA)
MNS Engineers, Inc. (MNS)	URS Corporation (URS)
Fugro Consultants, Inc. (Fugro)	David R. Black & Associates (DBA)

“Consultant shall mean DHA.”

Task 1: Management and Quality Control

1.1 Project Management (DHA)

Consultant shall manage the project by tracking the schedule, budget, and value of the products produced.

Consultant shall create and maintain an “issues log” for the project, including issue, the responsible decision-maker for that issue, and the date the decision was made; transmit issues log to the City on a regular basis.

Consultant shall prepare progress summary reports to be submitted monthly. Progress summary reports shall identify work completed to date, work anticipated for the next month, and action items necessary to keep the project on track and moving forward, in bullet point format.

1.2 Schedule and Facilitate Meetings (DHA)

Consultant shall schedule, chair, and prepare meeting agendas and notes for Project Development Team (PDT) meetings. Consultant shall submit agendas for review prior to the meetings. Distribute notes to all attendees, everyone who was invited, and the City’s Project Manager within five (5) working days after the meeting. Include in the notes a list of attendees with phone numbers and email, a synopsis of discussion items, any pertinent information, decisions made, action items, and follow-up to action items. Assume that most PDT meeting will be conference calls, with face-to-face meetings as needed.

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

1.3 Develop and Update Project Schedule (DHA)

Consultant shall prepare a project schedule utilizing Microsoft Project. Provide an updated project schedule and reports of progress at a minimum of monthly intervals. The schedule will show plan check submittals at the 35% (Concept Review), 65% (Check Plans & Specs), 95% (Check PS&E) and Final stages for City review and comment. The schedule will also include milestones for bidding support, construction support and construction timing as line items.

Consultant shall provide full detail of schedule tasks and subtasks, including City function timeline, critical path, and other outside sources such as right-of-way, relevant City Council meetings, Caltrans review periods and reviews periods by outside agencies. The schedule will indicate anticipated durations for all tasks and review periods.

Consultant shall integrate the Hollister Avenue Bridge Replacement project schedule into the Ekwil Fowler Project schedule.

1.4 Quality Assurance /Quality Control (DHA)

Consultant shall conduct Quality control reviews prior to the following submittals:

- General Plan and Bridge Type Selection
- 65% Plan Submittal
- 95% PS&E
- Final PS&E

Consultant shall review plans for compatibility between design disciplines, including a Road Plan Review as described in the Caltrans Memo to Designers 2-25. Review plans for consistency with the Ekwil-Fowler project.

Consultant shall review the Structure plans prior to the 65% Plan Submittal for compliance with the geotechnical recommendations.

1.5 Additional Project Management (Amendment 1)

Consultant shall provide additional project management time required for the oversight of the channel wall design, sewer relocation design, and hazardous material structure survey work. Consultant shall provide internal quality control on these items prior to submitting any deliverables to the City.

1.6 Additional Project Management (Amendment 3)

Consultant shall provide additional project management time required for the oversight of the of the NEPA revalidation, the reworking of the right of way mapping, appraisals and acquisitions, the changes to the roadway, bridge and channel design and the logistics of the additional Caltrans submittal. DHA will provide internal quality control on these items prior to submitting any deliverables to the City.

Deliverables:

- Monthly progress reports with action item log and schedule update
- Meeting Agendas and Notes for meetings held at City office (4)
- Bi-weekly PDT Phone Conferences Agendas and Notes
- Project ftp site instructions & QC checklists with milestone submittals
- QA/QC Checklist

Task 2: Environmental Review for CEQA/NEPA and Technical Studies (URS)

The environmental documents for this project are a Categorical Exclusion with Technical Studies for NEPA, and an MND for CEQA. Prior CEQA studies (IS/MND) will be utilized to streamline the preparation of the environmental documents.

Review CEQA/NEPA Strategy with Caltrans

Consultant shall consult with the City to determine whether an addendum or new MND is the best choice for the Project's CEQA documentation, and if a Categorical Exclusion (CE) with Technical Studies can satisfy NEPA.

In anticipation of a CE, Consultant shall prepare a jurisdictional delineation, and update the California Red-Legged Frog, floristic and other wildlife biological surveys of the Hollister Avenue Bridge location. Using these updated and new biological studies, prepare an NES-MI and a Biological Assessment for steelhead critical habitat and the California red-legged frog. Consultant shall prepare other technical studies and memoranda based on existing data contained in the previous San Jose Creek Project MND and Addendum, with new studies as needed. Consultant shall utilize technical studies prepared in support of the Ekwil-Fowler Project EIR and NEPA Categorical Exclusion as these studies contain baseline data and evaluated construction-related impacts in the area immediately upstream of the existing Hollister Avenue Bridge. Consultant shall prepare all technical studies in accordance with the Caltrans SER.

Visual Impact Assessment (VIA) Report

Consultant shall prepare a Visual Impact Assessment technical memorandum that references and includes the VIA prepared for the Ekwil-Fowler project as an appendix. The technical memorandum shall include a description of the existing visual setting, updated for future improvements that will be constructed as part of the Ekwil-Fowler Project, and assess potential visual impacts from the bridge replacement project.

Jurisdictional Delineation Report

Consultant shall conduct a renewed delineation of San Jose Creek in the vicinity of Hollister Avenue. Qualified biologists shall visit the channel of San Jose Creek within 100 feet upstream and downstream of the project area, and delineate the boundaries of the riparian corridor, as well as the limits of the ordinary high water, using sub-meter accurate GPS technology. Map the jurisdictional limits of the USACE and CDFG in the project, as well as the limits of the City's ESHA. Where field observations suggest that three-parameter wetland conditions may be present, wetland boundaries shall be delineated in accordance with the field procedures set forth in the USACE's Wetland Delineation Manual.

Following completion of the field delineation, Consultant shall prepare a Jurisdictional Delineation Report containing accurate, quantitative descriptions of the site's jurisdictional waters, including maps prepared in accordance with the USACE's most current specifications. Submit the Jurisdictional Delineation Report in draft form for review. The final version shall be an appendix to the MND, providing substantial evidence for the CEQA analysis of impacts to the creek. The report shall also accompany the USACE, CDFG, and Central Coast RWQCB permit applications described under Task 9.

Floristic and Breeding Bird Surveys

Consultant shall conduct focused surveys for plants and breeding birds and document findings. Conduct a single field visit to the site during the spring nesting season in April or May, 2013. Consultant shall survey all areas within 100 feet upstream and downstream of the project area, and document all plants and wildlife observed. Consultant shall

perform the bird survey with a biologist qualified to identify Santa Barbara County birds by sight and sound, scanning the survey area with binoculars and listening for vocalizations. Consultant shall conduct the floristic survey with a qualified botanist, thoroughly investigating the survey area on foot and compiling a list of all plant species present.

Consultant shall prepare a brief letter report presenting the results of the biological survey. The letter report shall contain a map illustrating the project area and the limits of the area surveyed, as well as locations of any sensitive resources detected. The letter report shall be cited in the MND to substantiate the baseline environmental conditions regarding biological resources, and shall also be included as an appendix to the NES-MI for the project.

California Red-legged Frog Protocol Surveys and No-Effect Letter

Consultant shall conduct and document renewed surveys for California red-legged frog during the 2013 season, using the most recent USFWS survey protocol. The survey effort will be led by a qualified biologist holding a valid Section 10(a)(1)(A) recovery permit for this species.

As per the survey protocol, a total of two (2) daytime surveys and four (4) nighttime surveys are to be conducted during the breeding season to be concentrated between February 25 and April 30 to meet protocol recommendations and complete the efforts as early as possible, and an additional one daytime survey and one nighttime survey are proposed during the non-breeding season, after July 1. As required by the survey protocol, separate the nighttime surveys by at least one week's time, although daytime and nighttime surveys may be conducted on the same day.

Consultant shall document the surveys in a brief letter report that includes project location, methods, results, and a map of the survey area, illustrating the locations of any California red-legged frogs detected. Consultant shall cite this letter report in the Biological Resources section of the MND, and also place it in an appendix to the NES-MI for the project.

Consultant shall prepare a draft "no effect" determination letter, using the Caltrans template, and submit to the FHWA (Caltrans) for finalization. Provide a copy of the final letter to the USACE as a part of the Section 404 application process (see Task 9).

Natural Environment Study (Minimal Impacts)

Consultant shall prepare a Natural Environment Study (Minimal Impacts) (NESMI), in conformance with Caltrans' Standard Environmental Reference. The NESMI shall contain the following information:

- Executive Summary
- Introduction, explaining the purpose of the project and the NESMI
- Description of the study methods used to determine project impacts in the NESMI
- Description of the project's environmental setting, focusing on existing biological resources
- Analysis of the project's impacts on biological resources

- Discussion of avoidance, minimization, and mitigation measures proposed; measures shall be identical to those identified in the Biological Resources section of the MND
- A list of regulatory permits required for the project
- A bibliography of references cited

Consultant shall include the technical reports presenting results of the jurisdictional delineation, California red-legged frog surveys, nesting bird survey, and floristic survey in the NESMI as appendices, along with the biological technical documents prepared to accompany the original project MND and first Addendum.

Biological Assessment (BA)

Consultant shall prepare a Biological Assessment (BA) evaluating the effects of the proposed action on designated critical habitat for the southern steelhead and California red-legged frog.

Historic Properties Survey Report (HPSR)

Archaeological Survey Report (ASR)

Supplemental Historic Resources Evaluation Report (HRER)

Consultant shall document the findings of prior studies of the Ekwill-Fowler Project in a negative short form HPSR for the proposed bridge replacement project. Coordinate with the Caltrans' cultural resources specialist at the beginning of the environmental review.

Initial Site Assessment (ISA) Checklist

Consultant shall prepare an ISA checklist in accordance with the Caltrans SER, including the following:

- Interviews with past and present owners, operators, and occupants;
- Review of historical sources of information, such as aerial photographs, fire insurance maps, building department records, chain of title documents, and land use records;
- Review of government records, including regulatory reports for both the subject properties and nearby or adjoining properties;
- Visual inspection of the subject properties and of adjoining properties; and
- Documentation of research, observations and results of the environmental inquiry in a written report.

Noise Impact Analysis and Technical Memorandum

Consultant shall use construction equipment lists and other data to predict construction noise levels at nearby sensitive receptors. Consultant shall incorporate the results of this analysis into the CEQA document, to be reviewed by Caltrans during preparation of the NEPA CE. If Caltrans requires, present the noise analysis in a technical memorandum.

Water Quality Technical Memorandum

Consultant shall prepare a technical memorandum to fulfill relevant data requirements of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA), and provide information, to the extent possible, for the National Pollution Discharge Elimination System (NPDES) permitting.

The technical study 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 also will 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.

Greenhouse Gas / Air Quality Technical Memorandum

Consultant shall quantify project emissions using CALEE Mod or Urbemis, summarize the results in a technical memorandum and incorporate the results into the CEQA document.

Deliverables

- MND
- Visual Impact Assessment Technical Memorandum
- Jurisdictional Delineation Report
- Floristic and Wildlife Survey Letter Report
- CA Red-Legged Frog Protocol Survey Report and No Effect Letter
- Natural Environmental Study (Minimal Impacts)
- Historic Property Survey Report (short form)
- Initial Site Assessment Checklist
- Noise Impact Analysis and Technical Memorandum (if required)
- Water Quality Technical Memorandum
- GHG / Air Quality Technical Memorandum

Task 2.1: Expanding the NES/MI (Amendment 1)

The existing scope is modified to include expanding the NES/MI to a full NES as requested by Caltrans. This shall include additional studies including a protocol survey for bats found nesting under the bridge (Fall Survey, Spring Survey and Summer Survey) and a brief preliminary report within 30 days of the fall survey and a final report within 30 days of summer survey. The NES shall also include findings from past studies regarding the negative presence of Least Bell's Vireo. Preparation of the NES to include up to 10 figures as a part of the NES and up to six hours of consultation calls to discuss results of the NES and bat surveys. A Phase I Archaeological Survey along with the associated report will also be prepared. This work will be completed by URS under the direction of the Consultant.

Task 2.1 Deliverables:

- Natural Environmental Study (NES)
- Protocol Surveys for Bats
- Phase 1 Archeological Survey

TASK 2.2: ENVIRONMENTAL REVIEW FOR CEQA/NEPA AND TECHNICAL STUDIES (Amendment 3):

The existing scope is modified to include NEPA revalidation that adds contaminated soils studies, community impacts and a contaminated soils management plan.

Task is also expanded to provide for increased permitting support due to expanded construction work areas.

Task 2.2 Deliverables

- Community Impacts Memo
- Expanded ISA
- Contaminated Soils Management Plan

Task 3: Supplemental Surveying for Base Mapping and Hydraulic Analysis (MNS)

3.1 Field Surveys and Topographic Mapping (MNS)

Consultant shall review existing topographic mapping, boundary, right-of way and easement mapping for the adjacent Hollister Avenue/Highway 217 roundabout project and fill in additional survey data as necessary to complete the base map for design, hydraulic analysis, and ROW engineering of the bridge replacement project, including:

Corridor Mapping: Consultant shall conduct a field survey of the roadway corridor from the east side of Kellogg Avenue, easterly to the west side of the Highway 217 Bridge. The width coverage is from back of walk to back of walk. Locate all hardscape features including observable utilities and pipe inverts, trees, and lane striping.

Bridge Mapping: Consultant shall conduct a field survey of the existing Hollister Avenue Bridge and the bridge 100-feet south of the Hollister Avenue Bridge. Locate bridge decks, soffits, piers, walls and visible utilities.

San Jose Creek Mapping: Consultant shall conduct a field survey of the creek corridor, 200 feet wide (100 feet east and west from creek centerline) from 120 feet north of the north edge of Hollister Bridge to 120 feet south of the south edge of the southerly bridge over San Jose Creek.

San Jose Creek Cross-Sections: Consultant shall conduct a field survey of the creek cross-sections which will include five sections north of the Creek Mapping Area. Sections will extend 50 feet east and 50 feet west from creek centerline.

Consultant shall prepare new base map and surface for design.

Deliverables

- Base mapping for bridge foundation plan
- Creek mapping
- Creek cross sections and creek profile

Task 3.2 Supplemental Surveying for Base Mapping and Hydraulic Analysis (Amendment 1):

Under the direction of DHA, MNS will fill-in additional survey data as necessary to complete the base map for the channel wall design and ROW engineering. The following tasks will be completed:

- Sewer Relocation: Field survey of the existing sewer manholes and inverts for design purposes. Review the sewer line relocation situated within the property known as Bottiani Properties (APN: 071-140-046) for possible easement acquisition for Goleta Sanitary Sewer District.
- San Jose Creek Mapping: Field survey of the creek corridor and channel transition 50' south of the steel bridge and continuing 100' south to the project limits.
- San Jose Creek Cross-Sections: Field survey of creek cross-sections will include four sections at 25' intervals starting 50' south of the steel bridge and continuing south to the project limits.
- Update Base Map: Prepare new base map and update surface for design.

Task 4: Materials and Foundations Reports – Fugro:

Consultant shall prepare a Materials and Foundations Report to support the design of the pavement structural sections and bridge foundations.

Consultant shall prepare a Preliminary Foundation Report, including discussions and geotechnical considerations for alternative foundation types for the new bridge. Provide the PFR in PDF format.

Consultant shall prepare a Geotechnical Report for the project. Submit the draft report in PDF format. Include graphics showing the site location, locations of field explorations, and interpreted subsurface profile along the alignment(s) with the report. Include field and laboratory data obtained from the geotechnical study in the report.

Consultant shall include the following opinions and recommendations for the roadway in the report:

- Slope inclinations for the design of cut and embankment slopes;
- Embankments including suitability of excavated materials for use as fill, moisture control, erosion control and drainage considerations, expansive soils, estimated settlement and special treatments to reduce settlement, if needed;
- Corrosion considerations for culverts and buried concrete structures (cement factors, pipe thickness, and need for coatings);
- Earthwork factors for onsite materials that are excavated and replaced as compacted fill; and
- Structural sections for asphalt concrete pavements based on traffic indices used for the project.

Consultant shall include the following opinions and recommendations regarding the bridge foundation design in the report:

- Soil and groundwater conditions encountered;
- Site geology, faulting and seismicity;
- Seismic design criteria and recommended ARS Curve for use with Caltrans design methods;
- Liquefaction potential and considerations relative to foundation design (negative skin friction and estimated seismic settlement of approaches and pile foundations, if needed);
- Corrosion considerations for design of subsurface structures (minimum cement factors estimated in accordance with Caltrans guidelines);
- Scour, grain sizes for samples of riverbed materials, and mean particle size of thalweg material;
- Specified tip elevation, settlement, and size for foundation types and class of pile loading considered (up to 2 pile types can be considered within proposed level of effort);
- Lateral capacity plotted as shear, moment and deflection versus depth for a single pile foundation under free-head and fixed-head conditions based on p-y analysis;
- Pile spacing and group reduction factors for vertical and lateral loads, if needed;
- Lateral earth pressures, spring constants, and passive pressure resistance for abutment design;
- Special considerations for approach fill settlements: allowable slope inclinations, waiting periods, and need for monitoring; and
- Construction considerations: need for dewatering, pile driving, CIDH pile construction, adjacent structures, temporary excavations, and shoring.

Consultant shall prepare the Log of Test Borings sheets for the bridge on Caltrans standard plan sheets for logs of test borings, modified to incorporate the City's plan sheet border. Submit a copy of the LOTB with the draft Geotechnical (Bridge Foundation) Report.

Consultant shall respond to review comments and incorporate them into the final Geotechnical Report and Log of Test Borings sheet. Submit the final report with an electronic copy of the LOTB.

Deliverables

- Draft Geotechnical Report
- Final Geotechnical Report
- Log of Test Borings Sheets

Task 4.1 Geotechnical Services for Channel Walls (amendment 1):

Under the direction of DHA, and using the existing geotechnical data in the area acquired by Fugro and others, Fugro will provide geotechnical design parameters and lateral earth pressures for the channel walls. The design of the channel walls will follow United States Army Corps of Engineers (USACE) design methods, where applicable (note that USACE design methods do not address soil nail walls). The following geotechnical engineering evaluations and recommendations will be provided in a written report:

- Summary of subsurface soil and groundwater conditions and idealized soil profile(s) for the portions of the channel that are part of this work;
- Evaluation of geologic hazards consisting of faulting and ground rupture potential, strong ground shaking and peak horizontal ground acceleration for Operational Basis Earthquake (OBE) and Maximum Design Earthquake (MDE) conditions (developed using the USGS PSHA deaggregations web application), liquefaction potential, seismic settlement, and a qualitative evaluation of lateral spreading hazards;
- Static active, at-rest, and passive lateral earth pressures in accordance with USACE design criteria for retaining walls;
- Estimated dynamic lateral force increments for OBE and MDE conditions
Estimated lateral earth pressures for liquefaction conditions;
- Static and seismic limit equilibrium global slope stability analyses of the channel walls and for the various design conditions;
- Recommendations for soil nail size, lengths and spacing for the upstream channel walls and transition zone;
- Corrosion potential; and
- Construction considerations

Locate Old Bridge Foundations: Under the direction of DHA, Fugro will use a truck mounted geoprobe rig to push through the existing asphaltic pavement section and underlying soil to a depth of approximately 25 to 30 feet in the area where foundation locations for the replacement bridge may be in conflict with the abandoned foundations. A total of 8 ground probes are proposed and additional probes, if time permits, to fill a single work day defined by the hours of the encroachment permit will be performed. The actual limits, number, and locations of the individual ground probes will be adjusted based on site conditions and potential conflicts with underground utilities. We have assumed that the pavement structural section consists of asphalt concrete and aggregate base and that pre-coring the probing locations is not needed. Prior to mobilizing the field equipment, we will contact Underground Service Alert (USA) for utility clearance and confirm probing locations with the design team. We will also coordinate with the City of Goleta to obtain an (no-fee) encroachment permit for the work. Traffic control will be needed to perform the work and may include lane closures. Our fee estimate assumes that one eastbound lane will remain open during the duration of the probing work. We have assumed all of the work can be performed during standard daytime hours for work in the right of way (9:00 am to 4:00 pm).

Asbestos/Lead-Containing Paint Survey: Under the direction of DHA, Geocon will survey existing Hollister Avenue Bridge and the adjacent private bridge over San Jose Creek for suspect asbestos and lead-containing paint (LCP).

Field work includes up to 16 asbestos samples for Polarized Light Microscopy (PLM) analysis, 4 asbestos samples for point count (400 pts), 6 paint samples for total lead, and 4 paint samples for soluble (WET or TCLP) lead on standard laboratory turnaround times.

Task 4.1. Deliverables

- Channel Wall Geotechnical Report
- Prepare Draft Asbestos/LCP Survey Report for Client review.
- Prepare Final Asbestos/LCP Survey Report.

Task 5: Location Hydraulics Study (MNS)

Using the existing HEC-RAS output data, Consultant shall complete a Location Hydraulic Study to conform to the requirements described in 23 CFR 650A, Section 650.111(b) (c) (d).

The report shall describe potential impacts to residences, other buildings, crops, Emergency or Evacuation Route, Emergency Vehicle Access, Practicable Detour Available, Approximate Duration of Traffic Interruption for Base Flood (Q_{100}), including a discussion of the following items:

- Risk associated with implementation of the action
- Impacts on natural and beneficial floodplain values
- Support of probable incompatible floodplain development
- Measures to minimize floodplain impacts associated with the action
- Measures to restore and preserve the natural and beneficial floodplain values impacted by the action
- Practicability of alternatives to any significant encroachment
- Practicability of alternatives to any longitudinal encroachment

Deliverables

- Location Hydraulic Study

Task 6: Summary Floodplain Encroachment Report (MNS)

Consultant shall prepare a Summary Floodplain Encroachment Report based on results of the Location Hydraulic Study and in accordance with Caltrans content requirements.

Deliverables

- Summary Floodplain Encroachment Report

Task 7: Hydrology and Hydraulics Study (MNS)

Consultant shall review and confirm that the existing San Jose Creek Capacity Improvement Project hydraulic analysis is acceptable for use in this project. The existing model will be used as the baseline condition for the existing bridge for the hydraulic study.

Using the existing HEC-RAS model, Consultant shall analyze the proposed bridge configuration and prepare a bridge hydraulics report. Include FEMA floodplain mapping and topographic mapping in the report.

Deliverables

- Draft Hydrology and Hydraulics Study
- Final Hydrology and Hydraulics Study

TASK 7.1: CHANNEL FISH PASSAGE ANALYSIS AND VERIFICATION (Amendment 3):

Review available data from existing channel design to ensure conformance with the original fish passage design. Incorporate any changes agreed to by the City.

Task 7.1 Deliverables

- Technical memo documenting conformance with original channel design
- Updates plans to reflect current design

TASK 7.2: CHANNEL DESIGN MODIFICATIONS FOR STORM PERFORMANCE (Amendment 3):

Design and detail changes needed to modify articulated mat anchorage details to withstand high turbulent flow in the channel.

Task 7.2 Deliverables

- Channel Mat Anchor Details

Task 8: General Plan and Bridge Type Selection (DHA)

Consultant shall prepare the bridge and approach roadway alignment according to the layout of the SB 217 roundabout of the Ekwil/Fowler project. Consultant shall prepare and submit a geometric alignment drawing (GAD) showing the horizontal alignment and vertical profile conforming to the SB 217 roundabout. Consultant shall prepare a Bridge Type Selection study in accordance with Caltrans Memo to Bridge Designers 1-29. Revise and resubmit the bridge General Plan and geometric alignments with responses to the City review comments.

Consultant shall prepare and submit a letter report documenting the Bridge Type Selection for transmittal to Caltrans.

Upon approval of the project GAD and Bridge General plan by the City and Caltrans, Consultant shall prepare the project description for the environmental document. Finalize the Bridge General Plan and circulated in PDF format to the City and other agencies and stakeholders as necessary.

Consultant shall assemble the information developed during the preliminary bridge and roadway studies into a technical memorandum that includes:

- Summary including preliminary plans, right-of-way (temporary easements), construction staging and access, utility relocation and accommodation, and anticipated design exceptions

- Discussion of the pros & cons of each bridge type (Type Selection Memo)
- Preliminary quantities and estimated construction cost for each alternative
- Recommended bridge type for final design
- List of any design decisions needed from the City
- List of issues that will be resolved during final design

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

Consultant shall prepare an initial construction cost estimate based on anticipated construction items and estimated quantities from the Bridge General Plan. Revise and resubmit preliminary cost estimates as the project progresses at the 65%, 95% and Final stages.

Consultant shall perform quality control on all submittals.

Deliverables

- Geometric Approval Drawings (GADs) including roadway typical section
- Bridge General Plan
- Technical Memorandum (Bridge Type Selection Memo)
- Preliminary Construction Cost Estimate

Task 8.1 General Plan of each of the Channel Walls - DHA (Amendment 1):

The existing scope is modified to include providing a general plan of each of the channel walls and a discussion of the preferred wall types in the structure type selection report. The scope is based on the assumption that the channel walls south of Hollister Avenue will consist of non-gravity cantilever channel walls (soldier piles, secant piles, and/or tangent piles) and that soil nail walls will be used on the north side of Hollister Avenue for the transition back to the natural creek bed. The design work includes the review of the plans and reports from the adjacent San Jose Creek Capacity Improvements Project. An investigation of the anticipated top of wall deflections of various wall types under service load conditions will be performed since the channel walls are located near existing buildings. The horizontal alignment and vertical profile of the channel will be designed so that they are consistent with approved CLOMR HEC-RAS model.

Task 9: Technical Support to Secure Permits (DHA, URS)

Consultant shall provide the City with exhibits and calculations necessary for the application and approval of the various permits that have been identified for the construction of the project, which include:

- USCOE 404 Permit
- USFWS and NOAA Fisheries Section 7 Consultation
- RWQCB 401 Permit
- California Department of Fish & Wildlife 1602 Permit
- Caltrans Encroachment Permit
- Santa Barbara County Air Quality Air Pollution Control District Permit or Exemption

• State Water Resources Control Board – Construction General Permit

Task 10: Coordination with City's Ekwil Street and Fowler Road Extension (DHA)

Consultant shall integrate the bridge replacement plans to be constructed with the plans for the Hollister/217 interchange project. Keep all HBP related costs and construction items segregated from the Ekwil Fowler Project.

Task 11: Design Review Board Approval (DHA, DBA)

Consultant shall prepare project plans and exhibits for review by the Design Review Board (DRB) at each submittal milestone. Exhibits shall include modeling of visible bridge elements for review by the DRB. Prepare a response to comments for comments received from the DRB.

In addition to the already scoped exhibits of visible bridge elements, Consultant shall prepare channel wall exhibits as requested by the City for review by the Design Review Board (DRB). Exhibits will include modeling of the wall aesthetics, in addition to the transition from the channel walls back to the natural creek bed on the north side of the project.

Task 12: Bike Access Feasibility Assessment.

Consultant shall assess the feasibility for the proposed bridge to accommodate a Class 1 Bike Lane under the structure to enable the crossing of Hollister Avenue. The assessment will consider clearance criteria, structural design requirements, and accommodation within or next to the San Jose Creek Channel and related fish-passage elements.

In addition to the scoped task of assessing the feasibility for the proposed bridge to accommodate a Class 1 Bike Lane under Hollister Avenue and inside the San Jose Creek Channel, Consultant shall prepare a separate Bike Path Alternatives Assessment Memo evaluating the construction costs and impacts of providing access across Hollister Avenue using either a tunnel or bridge option.

Deliverables:

Technical Memorandum.

Task 13: 65% PS&E – DHA & DBA:

The 65% design level submittal will consist of the draft plans only. Consultant shall submit an updated general plan estimate if there are notable changes from the Preliminary Construction Cost Estimate. Consultant shall assemble and submit a preliminary bid item list that identifies non-standard items needing Special Provisions.

Consultant shall prepare the roadway civil design based on the approved geometric approval drawing.

Consultant shall prepare the Title Sheet that includes the appropriate City and federal funding project identification, as well as a sheet index, a vicinity map, the project legend, general notes, and the project control points.

Consultant shall prepare the roadway Typical Section Sheet, including the roadway structural section based on City standards or Ekwil-Fowler criteria.

Consultant shall prepare Plan and Profile sheets that delineate the general roadway improvements and pavement dimensions. Geometric information, tied to the project control points, shall be shown to sufficiently describe both the horizontal and vertical alignments.

Consultant shall prepare the roadway Construction Details at appropriate scale, showing utility locations, re-grading and geometric details. Specific improvement details may also be shown on the Construction Details.

Show traffic handling details on relevant sheets. Show detour route signage to be used during construction closures. Advisory and construction area signs (CAS) shall be shown on a Construction Area Signs Sheet.

Consultant shall develop a signing and pavement marking plan utilizing City standard details and current Caltrans Traffic Manual, Sign Specifications, and Standard Plans, as applicable. Show existing and new sign locations. Designate standard signs by appropriate Caltrans standard sign numbers. Show temporary signing and striping, portable delineators, temporary crash cushion arrays and temporary railing (Type K), as necessary.

Consultant shall include and incorporate appropriate plan sheets from the San Jose Creek Capacity Improvement Project for the widening of the San Jose Creek. The plan sheets for portion of the creek to be widened within the project limits will be inserted into the plan set for the bridge replacement.

Bridge design shall be in accordance with Caltrans Bridge Design Specifications and applicable sections of the Caltrans Bridge Memo to Designers and Bridge Design Aids manuals. The design shall meet City, Caltrans and FHWA standards in effect as of the date of Notice to Proceed. Seismic design shall be performed in accordance with latest edition of the Caltrans Seismic Design Criteria.

Detailing of plans shall be in accordance with Caltrans Bridge Design Details Manual. Both the design and detailing shall be based on the use of the latest City Standards and Caltrans Standard Plans and Standard Specifications.

The existing scope is modified to include the preparation of 65% design level plans of the channel walls and the channel itself. This work shall include the sewer relocation design to provide service to the properties located on the southeast corner of Hollister Avenue Bridge. Consultant shall be designing the channel and channel walls, while MNS, under the direction of the Consultant, shall be designing the sewer line relocation. This submittal shall consist of plans in pdf format, an estimate of probable costs in pdf and excel formats, and a draft item list that will identify non-standard items that will need special provisions.

Additional 65% Design (Amendment 3):

The existing scope is modified to include changing the driveway design at the Mission Auto parcel to conform to the comments from Caltrans District 5. The work involves changing the layout sheets (including over 100 stage construction and layout related sheets), and redesigning the bridge foundation/abutment to carry a cantilevered portion of roadway. The adjacent channel walls will also be changed to fit the new design.

Deliverables:

- 65% plans in PDF
- Updated combined "estimate of probable costs" in PDF and MS Excel
- Draft item list

Task 14: 95% PS&E – DHA & DBA:

Consultant shall prepare and submit the 95% PS&E, consisting of fully designed and checked plans, specifications and estimate. Consultant shall prepare and submit a "Response to 65% Comments" document with the 95% PS&E. Consultant shall perform a QC review of the 95% plans, specifications and estimate and incorporate appropriate revisions prior to submittal to the City. Consultant shall prepare and submit specifications in Microsoft Word and the estimate in Microsoft Excel. The Plans, Specifications and Estimate shall be prepared in accordance with current Caltrans standards and practices for local agency projects, as well as conform to the City of Goleta's standards and practices.

The project technical specifications shall be prepared and combined with City supplied front-end boilerplate specifications.

The existing scope is modified to include plans, specifications and estimate for the channel, channel walls, and sewer relocation. An independent design check of the channel walls shall be performed by a senior level engineer. Part of the 95% work will be to review the 65% plans, update as necessary, and prepare a "Response to 65% Comments" document. The 65% plans shall be reviewed and updated as necessary, and a "Response to 65% Comments" document shall be prepared. DHA shall perform a QC review of the 95% plans, specifications and estimate and incorporate appropriate revisions prior to submittal to the City. Specifications shall be prepared in Microsoft Word and the estimate will be prepared in Microsoft Excel. The project technical specifications shall be prepared and combined with City supplied front-end boilerplate specifications.

Deliverables:

- 95% Plans in PDF
- Special Provisions in PDF and MS Word
- Combined Engineers Estimate in PDF and MS Excel

Task 15: Final Bid Package and RE-File – DHA:

Consultant shall prepare the construction quantity calculations and marginal estimate for the RE file. Base unit costs upon the most current cost information for recent similar projects in the area compiled.

Consultant shall prepare a construction schedule to determine the number of working days for construction.

The existing scope is modified to include one set of full size reproducible Mylar Final Design Plans for the channel widening, channel walls, and sewer relocation. DHA shall prepare the construction quantity calculations and marginal estimate in the RE file. The design and scope of services shall also include: complete and detailed estimate of quantities; construction cost estimate; answers to all questions regarding the design

during the design review process; review of the project site to ensure that the plans are drawn correctly; and attendance at project related meetings specific to the channel, channel wall, and sewer relocation work. A construction schedule shall be provided outlining the number of working days for construction and will include all of the channel widening work in addition to the previously scoped bridge work.

Deliverables:

- One set of 24 x 36 Reproducible Mylar Final Design Plans signed by the Registered Engineer responsible for the preparation of the plans
- One un-bound hard copy of Final Project Special Provisions signed by the Registered Engineer responsible for the preparation of specifications
- Electronic Microsoft Excel file of Construction Cost Estimate
- AutoCAD Project Plans on CD
- Electronic Microsoft Word file of specifications
- Hard copy of Construction Cost Estimate
- Resident Engineer's File

Task 16: Right of Way Engineering (MNS)

Consultant shall prepare the required maps, legal descriptions, deeds, sketches, and back-up data to support the right-of-way acquisition effort. ROW engineering shall be performed based upon the Caltrans ROW Manual specifications.

Consultant shall utilize previous right-of-way research from the Ekwill-Fowler project to ensure that right-of-way acquisitions are coordinated. This task shall include:

- Prepare right of way and adjacent boundary retracement sufficient for identifying and ultimately describing the areas required for temporary and permanent easements.
- Identify the parcels where preliminary title reports are needed.
- Determine the precise areas needed for permanent and temporary easements, and for areas of interagency transfer.
- Prepare the appraisal map which identifies the parcel number, owner, type of easement, size of easement, and remainder size.
- Prepare legal descriptions and sketches for each parcel to be acquired for temporary or permanent use.

Additional Right of Way for the Channel Widening and Sewer Relocation (Amendment 1):

This task is modified to include the additional right of way engineering work relating to the channel widening and sewer relocation design. MNS, with input from the Consultant, shall prepare the required maps, legal descriptions, deeds, sketches, and back-up data to support the right-of-way acquisition effort relating to the channel wall design and sewer relocation. ROW engineering shall be performed based upon the Caltrans ROW Manual specifications. The following tasks shall be completed:

- Identify the need for preliminary title reports (3 title requests estimated). Review and retrace easements relating to right of way and temporary construction uses.

- Work with the project engineer to determine the precise areas needed for permanent and temporary easements, and for areas of interagency transfer.
- Update the appraisal map which identifies the parcel number, owner, type of easement, size of easement, and remainder size.
- Prepare legal descriptions, sketches and closure calculations for each parcel to be acquired for temporary or permanent use relating to the sewer line relocation and channel wall design (6 temporary construction easements and 7 permanent easements estimated).

Hamner, Jewell & Associates (HJA) shall review the Preliminary Title Reports for the necessary parcels, and associated title docs, to aid the surveying team with developing right of way engineering, appraisal maps, and legal descriptions. Title reports are included as a pass through cost to the project.

Additional Right of Way related to NEPA Revalidation (Amendment 3):

This task is modified to include the additional right-of-way engineering work relating to NEPA Revalidation. Work involves completely segregating HBP participating right of way from non-participating right of way on each parcel around the bridge. The right of way acquisition areas will be tailored to be an absolute minimum needed for construction activities without regard to business operations.

The right of way appraisal maps will be redrawn to show these areas. Plats and legal descriptions will be prepared for each parcel based on the idealized easement areas.

Task 17: Right of Way Appraisals – HJA:

Consultant shall obtain Preliminary Title Reports for the affected parcels. Consultant shall obtain appraisals from a state licensed real estate appraiser, prepared in conformance with state laws and Caltrans guidelines, as required to set the basis of right of way purchase offers to private property owners by the City. All appraisals shall be submitted to the City for review and pre-approval prior to purchase offer presentations. If project funding requires formal third party appraisal reviews, assume that Caltrans staff will provide the required appraisal reviews.

Task 17.1: Right of Way Appraisals for Channel Widening – HJA (Amendment 1):

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

Task 17.2: Additional Right of Way Appraisals – HJA (Amendment 3):

This task provides additional appraisal work to ensure appraisals addressing impacts related only to the Project and independent of the Ekwill-Fowler Project and appraisals

for new properties previously not identified. The task also includes independent appraisal reviews which previously were to be performed by Caltrans, however, Caltrans are no longer providing this service.

Task 18: Right of Way Acquisition – HJA:

Consultant shall coordinate all right of way acquisitions for this project with the acquisitions of the Ekwill Fowler Extension project. Consultant shall prepare offer packages based upon the appraisals, for presentation to each involved property owner. Offer packages shall include an offer letter, Appraisal Summary Statement, proposed Acquisition Agreement, and Deed. Present these documents for City review and pre-approval prior to presenting offers to property owners. Concurrently, Consultant shall seek Caltrans review and approval of the appraisals, prior to proceeding with making the purchase offers. After offer presentation, Consultant shall handle all follow up negotiations in pursuit of mutually acceptable amicable purchase agreements with each owner to finalize the property purchases. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, Consultant shall coordinate with City and, if appropriate, with the City Attorney's office in conjunction with any required Necessity Hearing scheduling. For those which reach final agreements, Consultant shall process all documents for necessary approvals and coordinate escrows, title insurance, and closings.

Task 18.1: Right of Way for Channel Widening – HJA (Amendment 1):

Consultant shall coordinate all right of way acquisitions associated with the channel widening and the bridge replacement for this project with the acquisitions of the Ekwill Fowler Extension project. The existing scope is modified to include the additional right of way acquisition work for HJA that will be required for the channel widening. This includes the preparation of offer packages, coordination with Caltrans and the City for review and approval, and follow up negotiations. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, HJA shall coordinate with City and, if appropriate, with the City Attorney's office in conjunction with any required Necessity Hearing scheduling. HJA will process all documents for necessary approvals and coordinate escrows, title insurance, and closings.

Task 18.2: Additional Right of Way Needs – HJA (Amendment 3):

This work involves approaching the property owners with an additional acquisition separate from the Ekwill Fowler project as required by Caltrans. This includes the preparation of offer packages, coordination with Caltrans and the City for review and approval, and follow up negotiations. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, HJA will coordinate with City and, if appropriate, with the City Attorney's office in conjunction with any required Necessity Hearing scheduling. HJA will process all documents for necessary approvals and coordinate escrows, title insurance, and closings.

Task 19: Utility Coordination and Relocations – DHA.

Consultant shall ensure that this task is coordinated with the Ekwil Fowler Project. Consultant shall ensure that all utility relocation costs attributed to the HBP project are identified and segregated from the Ekwil Fowler Project.

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

- Utility Base Map: Prepare a utility base map to be used in conjunction with the topographic base map.
- Utility Matrix: Prepare a utility matrix to document the utility coordination activities including: owner; contact name, telephone and facsimile numbers; mailing and physical addresses; email addresses; dates and methods of communication; description of effected utility; method of conflict resolution, if any; status of relocation plans, if any; etc.
- Utility Verification Package: Prepare the Request for Utility Information letter with plans that outline the proposed design and right-of-way, and existing utilities as mapped in the field.

Consultant shall prepare and execute a potholing plan to provide positive identification and location of any high risk utility facilities that may conflict with the project.

- Utility Notice of Potential Conflict Package: Consultant shall prepare a Notice of Potential Conflict letter, that identifies potential utility conflicts with the planned project and transmit to each affected utility with a relocation deadline schedule. This is a formal coordination letter that identifies the relocation work and schedule required to complete the relocations. Packages will be sent to all utility owners within the project limits – regardless of potential conflict or not – in order to provide transparency of all utility coordination.
- Relocation Parameters: Provide utility relocation parameters for utility owner relocations plans.

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

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

- Field Meetings: Consultant shall attend field meetings with utility owner representatives.
- Utility Relocation Agreements: Consultant shall prepare utility relocation agreements if necessary.

- Utility Specifications: Consultant shall prepare special provisions relating to utility coordination during construction including timing and duration of construction windows for utility relocations performed by owner's forces.
- Utility Plans: Consultant shall finalize utility plans for contract documentation plan set.
- Utility Notice to Owner Package: Consultant shall prepare Notice to Utility Owner letters that include final project plans that show location and elevation of existing utility and the proposed utility relocations.
- RE Pending File: Consultant shall provide documentation of the utility coordination effort for the City and the RE Pending file. Provide the City with support for the right-of-way certification.

The existing scope is amended to include any necessary coordination for utilities impacted by the channel widening work. This task also includes the coordination required with Goleta Sanitary District regarding the relocation of the sewer line to provide service to the properties located directly southeast of Hollister Ave Bridge.

Deliverables:

- Utility contact list and initial status matrix
- Utility Request for Utility Information letters, plans, and updated utility status matrix
- Utility Notice of Potential Conflict letters, plans, and updated utility status matrix
- Utility Notice to Utility Owner letters, plans, and updated utility status matrix
- Relocation Agreements, as necessary
- Utility Plan and specification
- Utility Section for RE Pending File

Task 19.1: Utility Coordination and Relocations – DHA (Amendment 3):

Additional utility relocation coordination with the utility companies with facilities impacted by the bridge replacement and channeling widening.

Task 20: Mitigation Monitoring Plan – AECOM:

Consultant shall prepare a Mitigation and Monitoring Plan (also known as a program). Once NEPA and CEQA documentation and permitting conditions have been finalized, Consultant shall compile a list of mitigation measures and conditions of approval identified during environmental review and the permitting process.

Task 21: Contract Bidding and Award Assistance – DHA:

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

Consultant shall assist in preparing addenda that may be issued to bidders. Answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during the bidding process and preconstruction meeting. Consultant shall assist the City in preparation of Addenda regarding omissions or conflicts in the design.

In addition to the currently scoped task of providing bidding and award assistance related to the bridge replacement plans and specifications, Consultant shall also provide

assistance for any questions concerning the channel widening, channel walls and sewer relocation work.

Scope Assumptions:

The City has adopted a Mitigated Negative Declaration (MND) under CEQA which includes the bridge replacement. There have been no environmental approvals under NEPA for the bridge work, but the MND and related studies were performed to meet NEPA requirements. An additional addendum to the MND as well as NEPA approval is required.

The deck geometry of the replacement bridge will be driven by the layout of the SB 217/Hollister Roundabout developed for the Ekwill Street and Fowler Road Extensions Project.

The actual costs may vary from task to task from that proposed in the fee, but the overall fee will not be exceeded unless additional work is requested and approved by the City, and fee for any such additional work will be negotiated prior to work being performed.

The City will obtain permits and pay all permit fees, with technical support provided by the Consultant.

The City will perform review and approval of all project deliverables.

The City will lead all community outreach efforts with support from Consultant. Consultant shall prepare exhibits and be available to attend public workshops/open houses.

The City will provide legal services necessary should Eminent Domain proceedings be required for right of way acquisition.

The preparation of a SWPPP is not included.

Exhibit B-3 RATE SHEET

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Craig Drake	Principal Engineer	138	\$ 95.00	\$13,110.00
Matt Burgard	Sr. Engr. Range A	468	\$ 57.00	\$26,676.00
Jeff Elmersdorf	Sr. Engr. Range B	60	\$ 62.80	\$3,768.00
Rebecca Baulista	Engr. Range B	32	\$ 45.50	\$1,456.00
Dave Melis	Sr. Engr. Range D	324	\$ 72.50	\$23,490.00
Amber Castle-Keane	Engr. Range A	40	\$ 43.80	\$1,752.00
Anthony Boyes	Engr. Range B	4	\$ 44.50	\$178.00
Rebecca Neilon	Engr. Range B	16	\$ 48.80	\$780.80
Nieth Dresbach	CAD Manager	72	\$ 47.60	\$3,427.20
Alan Hyde	CAD Drafter	144	\$ 26.00	\$3,744.00
Kevin Ross	Principal Engineer	24	\$ 95.00	\$2,280.00

1,322 Total Hours

Subtotal Direct Labor Costs \$80,662.00
Anticipated Salary Increases \$0.00

TOTAL - Direct Labor \$80,662.00

INDIRECT COSTS

	Rate	Total
Overhead	90.95%	\$73,362.09
Fringe Benefit	52.67%	\$42,484.68
General & Administrative	0.00%	\$0.00
	143.62%	

TOTAL - Indirect Costs \$115,846.76

FEE

(10.00%)

TOTAL - Fee \$19,650.88

OTHER DIRECT COSTS

			Total
Travel Costs (airfare and rental car)	Trips	6 @ \$ 800.00	\$ 4,800.00
Travel Costs (lodging)	Nights	6 @ \$ 210.00	\$ 1,260.00
Overnight Service	Each	24 @ \$ 24.00	\$ 576.00
ADL Study (Geocon)	Each	1 @ \$ 6,125.00	\$ 6,125.00

TOTAL - Other Direct Costs \$12,761.00

TOTAL COST \$228,920.54

SUBCONSULTANTS

AECOM	\$64,240
MNS Engineers	\$20,488
Hamner-Jewell	\$76,621

Total Subconsultants Cost \$ 161,349

Total Contract \$390,270.00

**AMENDMENT NO. 4
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
DRAKE HAGLAN ASSOCIATES, INC.**

This **Amendment No. 4** to a PROFESSIONAL DESIGN SERVICES by and between the **City of Goleta**, a municipal corporation ("City") and **DRAKE HAGLAN ASSOCIATES, INC.**, a **California Corporation** ("Consultant") date April 16, 2013 ("Agreement," Agreement, No. 2013-028) is made this 5th day of March, 2019.

RECITALS

WHEREAS, this Agreement is for the professional design services in conjunction with the Hollister Avenue Bridge Replacement Project; and

WHEREAS, on April 16, 2013, the parties entered into an agreement for the total compensation amount not to exceed eight hundred sixty-five thousand seven hundred fifty-nine dollars (\$865,759) with a termination date of November 30, 2015; and

WHEREAS, on February 3, 2015, the Agreement was amended so as to provide additional compensation of \$617,307 ("Amendment No.1"); and

WHEREAS, on November 17, 2015, the Agreement was amended so as to extend the termination date of the Agreement to December 31, 2017("Amendment No. 2"); and

WHEREAS, on June 20, 2017, the Agreement was amended so as to provide additional compensation of \$390,270 and extend the termination date of this Agreement to June 30, 2019 ("Amendment No. 3"); and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed one million eight hundred thirty-two thousand one hundred seventy-nine dollars (\$1,832,179); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of one hundred and forty-two thousand and five hundred and twenty dollars (\$142,520) for additional tasks in conjunction with the Hollister Avenue Bridge Replacement Project; and

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

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2021; and

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

WHEREAS, the parties desire to amend Exhibit A of the Agreement by adding additional services related to preparation of the Habitat Restoration Plan, necessary additional right of way engineering and appraisal services and additional creek channel design work as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and

WHEREAS, the City Council approved this Amendment No. 4, on this 5th day of March, 2019.

AMENDED TERMS

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

1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$142,520 and to read in its entirety:

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$1,974,520 (herein "not to exceed amount") and shall be earned as the work progresses.

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

The term of this Agreement is from the date first written above to June 30, 2021, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

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


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

Exhibit A "Scope of Work" with **Exhibit A-4 "Scope of Work"** attached hereto and incorporated herein.


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

In concurrence and witness whereof, this Amendment No. 4 has been executed by the parties effective on the date and year first above written.

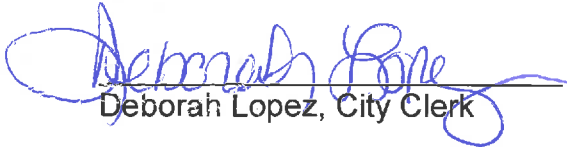
CITY OF GOLETA


Michelle Greene, City Manager

CONSULTANT


Dennis Haglan, President

ATTEST:


Deborah Lopez, City Clerk


Craig Drake, Chief Financial Officer

APPROVED AS TO FORM


Winnie Cai, Assistant City Attorney

Exhibit A-4 SCOPE OF WORK

This scope of work describes the tasks required to prepare and deliver the construction documents for the Hollister Avenue Bridge Replacement Project. Drake Haglan & Associates is the prime engineering consultant leading all tasks, and directing a team of subconsultants for certain tasks. DHA shall assure that all tasks are completed regardless of any designation for primary responsibility. The firm with primary responsibility for each task is indicated in parentheses for each task. The firms are designated as follows:

Drake Haglan & Associates, Inc. (DHA)

Hamner, Jewell and Associates (HJA)

MNS Engineers, Inc. (MNS)

URS Corporation (URS)

Fugro Consultants, Inc. (Fugro)

David R. Black & Associates (DBA)

Rincon Consulting (RINCON)

“Consultant shall mean DHA.”

Task 1: Management and Quality Control:

1.1 Project Management (DHA)

Consultant shall manage the project by tracking the schedule, budget, and value of the products produced.

Consultant shall create and maintain an “issues log” for the project, including issue, the responsible decision-maker for that issue, and the date the decision was made; transmit issues log to the City on a regular basis.

Consultant shall prepare progress summary reports to be submitted monthly. Progress summary reports shall identify work completed to date, work anticipated for the next month, and action items necessary to keep the project on track and moving forward, in bullet point format.

1.2 Schedule and Facilitate Meetings (DHA)

Consultant shall schedule, chair, and prepare meeting agendas and notes for Project Development Team (PDT) meetings. Consultant shall submit agendas for review prior to the meetings. Distribute notes to all attendees, everyone who was invited, and the City's Project Manager within five (5) working days after the meeting. Include in the notes a list of attendees with phone numbers and email, a synopsis of discussion items, any pertinent information, decisions made, action items, and follow-up to action items. Assume that most PDT meeting will be conference calls, with face-to-face meetings as needed.

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

1.3 Develop and Update Project Schedule (DHA)

Consultant shall prepare a project schedule utilizing Microsoft Project. Provide an updated project schedule and reports of progress at a minimum of monthly intervals. The schedule will show plan

check submittals at the 35% (Concept Review), 65% (Check Plans & Specs), 95% (Check PS&E) and Final stages for City review and comment. The schedule will also include milestones for bidding support, construction support and construction timing as line items.

Consultant shall provide full detail of schedule tasks and subtasks, including City function timeline, critical path, and other outside sources such as right-of-way, relevant City Council meetings, Caltrans review periods and reviews periods by outside agencies. The schedule will indicate anticipated durations for all tasks and review periods.

Consultant shall integrate the Hollister Avenue Bridge Replacement project schedule into the Ekwil Fowler Project schedule.

1.4 Quality Assurance /Quality Control (DHA)

Consultant shall conduct Quality control reviews prior to the following submittals:

- General Plan and Bridge Type Selection
- 65% Plan Submittal
- 95% PS&E
- Final PS&E

Consultant shall review plans for compatibility between design disciplines, including a Road Plan Review as described in the Caltrans Memo to Designers 2-25. Review plans for consistency with the Ekwil-Fowler project.

Consultant shall review the Structure plans prior to the 65% Plan Submittal for compliance with the geotechnical recommendations.

1.5 Additional Project Management (Amendment 1);

Consultant shall provide additional project management time required for the oversight of the channel wall design, sewer relocation design, and hazardous material structure survey work. Consultant shall provide internal quality control on these items prior to submitting any deliverables to the City.

1.6 Additional Project Management (Amendment 3):

Consultant shall provide additional project management time required for the oversight of the of the NEPA revalidation, the reworking of the right of way mapping, appraisals and acquisitions, the changes to the roadway, bridge and channel design and the logistics of the additional Caltrans submittal. DHA will provide internal quality control on these items prior to submitting any deliverables to the City.

Deliverables:

- Monthly progress reports with action item log and schedule update
- Meeting Agendas and Notes for meetings held at City office (4)
- Bi-weekly PDT Phone Conferences Agendas and Notes
- Project ftp site instructions & QC checklists with milestone submittals
- QA/QC Checklist

Task 2: Environmental Review for CEQA/NEPA and Technical Studies (URS):

The environmental documents for this project are a Categorical Exclusion with Technical Studies for NEPA, and an MND for CEQA. Prior CEQA studies (IS/MND) will be utilized to streamline the preparation of the environmental documents.

Review CEQA/NEPA Strategy with Caltrans

Consultant shall consult with the City to determine whether an addendum or new MND is the best choice for the Project's CEQA documentation, and if a Categorical Exclusion (CE) with Technical Studies can satisfy NEPA.

In anticipation of a CE, Consultant shall prepare a jurisdictional delineation, and update the California Red-Legged Frog, floristic and other wildlife biological surveys of the Hollister Avenue Bridge location. Using these updated and new biological studies, prepare an NES-MI and a Biological Assessment for steelhead critical habitat and the California red-legged frog. Consultant shall prepare other technical studies and memoranda based on existing data contained in the previous San Jose Creek Project MND and Addendum, with new studies as needed. Consultant shall utilize technical studies prepared in support of the Ekwil-Fowler Project EIR and NEPA Categorical Exclusion as these studies contain baseline data and evaluated construction-related impacts in the area immediately upstream of the existing Hollister Avenue Bridge. Consultant shall prepare all technical studies in accordance with the Caltrans SER.

Visual Impact Assessment (VIA) Report

Consultant shall prepare a Visual Impact Assessment technical memorandum that references and includes the VIA prepared for the Ekwil-Fowler project as an appendix. The technical memorandum shall include a description of the existing visual setting, updated for future improvements that will be constructed as part of the Ekwil-Fowler Project, and assess potential visual impacts from the bridge replacement project.

Jurisdictional Delineation Report

Consultant shall conduct a renewed delineation of San Jose Creek in the vicinity of Hollister Avenue. Qualified biologists shall visit the channel of San Jose Creek within 100 feet upstream and downstream of the project area, and delineate the boundaries of the riparian corridor, as well as the limits of the ordinary high water, using sub-meter accurate GPS technology. Map the jurisdictional limits of the USACE and CDFG in the project, as well as the limits of the City's ESHA. Where field observations suggest that three-parameter wetland conditions may be present, wetland boundaries shall be delineated in accordance with the field procedures set forth in the USACE's Wetland Delineation Manual.

Following completion of the field delineation, Consultant shall prepare a Jurisdictional Delineation Report containing accurate, quantitative descriptions of the site's jurisdictional waters, including maps prepared in accordance with the USACE's most current specifications. Submit the Jurisdictional Delineation Report in draft form for review. The final version shall be an appendix to the MND, providing substantial evidence for the CEQA analysis of impacts to the creek. The report shall also accompany the USACE, CDFG, and Central Coast RWQCB permit applications described under Task 9.

Floristic and Breeding Bird Surveys

Consultant shall conduct focused surveys for plants and breeding birds and document findings. Conduct a single field visit to the site during the spring nesting season in April or May, 2013.

Consultant shall survey all areas within 100 feet upstream and downstream of the project area, and document all plants and wildlife observed. Consultant shall perform the bird survey with a biologist qualified to identify Santa Barbara County birds by sight and sound, scanning the survey area with binoculars and listening for vocalizations. Consultant shall conduct the floristic survey with a qualified botanist, thoroughly investigating the survey area on foot and compiling a list of all plant species present.

Consultant shall prepare a brief letter report presenting the results of the biological survey. The letter report shall contain a map illustrating the project area and the limits of the area surveyed, as well as locations of any sensitive resources detected. The letter report shall be cited in the MND to substantiate the baseline environmental conditions regarding biological resources, and shall also be included as an appendix to the NES-MI for the project.

California Red-legged Frog Protocol Surveys and No-Effect Letter

Consultant shall conduct and document renewed surveys for California red-legged frog during the 2013 season, using the most recent USFWS survey protocol. The survey effort will be led by a qualified biologist holding a valid Section 10(a)(1)(A) recovery permit for this species.

As per the survey protocol, a total of two (2) daytime surveys and four (4) nighttime surveys are to be conducted during the breeding season to be concentrated between February 25 and April 30 to meet protocol recommendations and complete the efforts as early as possible, and an additional one daytime survey and one nighttime survey are proposed during the non-breeding season, after July 1. As required by the survey protocol, separate the nighttime surveys by at least one week's time, although daytime and nighttime surveys may be conducted on the same day.

Consultant shall document the surveys in a brief letter report that includes project location, methods, results, and a map of the survey area, illustrating the locations of any California red-legged frogs detected. Consultant shall cite this letter report in the Biological Resources section of the MND, and also place it in an appendix to the NES-MI for the project.

Consultant shall prepare a draft "no effect" determination letter, using the Caltrans template, and submit to the FHWA (Caltrans) for finalization. Provide a copy of the final letter to the USACE as a part of the Section 404 application process (see Task 9).

Natural Environment Study (Minimal Impacts)

Consultant shall prepare a Natural Environment Study (Minimal Impacts) (NESMI), in conformance with Caltrans' Standard Environmental Reference. The NESMI shall contain the following information:

- Executive Summary
- Introduction, explaining the purpose of the project and the NESMI
- Description of the study methods used to determine project impacts in the NESMI
- Description of the project's environmental setting, focusing on existing biological resources
- Analysis of the project's impacts on biological resources
- Discussion of avoidance, minimization, and mitigation measures proposed; measures shall be identical to those identified in the Biological Resources section of the MND
- A list of regulatory permits required for the project
- A bibliography of references cited

Consultant shall include the technical reports presenting results of the jurisdictional delineation, California red-legged frog surveys, nesting bird survey, and floristic survey in the NESMI as

appendices, along with the biological technical documents prepared to accompany the original project MND and first Addendum.

Biological Assessment (BA)

Consultant shall prepare a Biological Assessment (BA) evaluating the effects of the proposed action on designated critical habitat for the southern steelhead and California red-legged frog.

Historic Properties Survey Report (HPSR)

Archaeological Survey Report (ASR)

Supplemental Historic Resources Evaluation Report (HRER)

Consultant shall document the findings of prior studies of the Ekwill-Fowler Project in a negative short form HPSR for the proposed bridge replacement project. Coordinate with the Caltrans' cultural resources specialist at the beginning of the environmental review.

Initial Site Assessment (ISA) Checklist

Consultant shall prepare an ISA checklist in accordance with the Caltrans SER, including the following:

- Interviews with past and present owners, operators, and occupants;
- Review of historical sources of information, such as aerial photographs, fire insurance maps, building department records, chain of title documents, and land use records;
- Review of government records, including regulatory reports for both the subject properties and nearby or adjoining properties;
- Visual inspection of the subject properties and of adjoining properties; and
- Documentation of research, observations and results of the environmental inquiry in a written report.

Noise Impact Analysis and Technical Memorandum

Consultant shall use construction equipment lists and other data to predict construction noise levels at nearby sensitive receptors. Consultant shall incorporate the results of this analysis into the CEQA document, to be reviewed by Caltrans during preparation of the NEPA CE. If Caltrans requires, present the noise analysis in a technical memorandum.

Water Quality Technical Memorandum

Consultant shall prepare a technical memorandum to fulfill relevant data requirements of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA), and provide information, to the extent possible, for the National Pollution Discharge Elimination System (NPDES) permitting.

The technical study 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 also will 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.

Greenhouse Gas / Air Quality Technical Memorandum

Consultant shall quantify project emissions using CALEE Mod or Urbemis, summarize the results in a technical memorandum and incorporate the results into the CEQA document.

Deliverables

- MND
- Visual Impact Assessment Technical Memorandum
- Jurisdictional Delineation Report
- Floristic and Wildlife Survey Letter Report
- CA Red-Legged Frog Protocol Survey Report and No Effect Letter
- Natural Environmental Study (Minimal Impacts)
- Historic Property Survey Report (short form)
- Initial Site Assessment Checklist
- Noise Impact Analysis and Technical Memorandum (if required)
- Water Quality Technical Memorandum
- GHG / Air Quality Technical Memorandum

Task 2.1: Expanding the NES/MI (Amendment 1):

The existing scope is modified to include expanding the NES/MI to a full NES as requested by Caltrans. This shall include additional studies including a protocol survey for bats found nesting under the bridge (Fall Survey, Spring Survey and Summer Survey) and a brief preliminary report within 30 days of the fall survey and a final report within 30 days of summer survey. The NES shall also include findings from past studies regarding the negative presence of Least Bell's Vireo. Preparation of the NES to include up to 10 figures as a part of the NES and up to six hours of consultation calls to discuss results of the NES and bat surveys. A Phase I Archaeological Survey along with the associated report will also be prepared. This work will be completed by URS under the direction of the Consultant.

Task 2.1 Deliverables:

- Natural Environmental Study (NES)
- Protocol Surveys for Bats
- Phase 1 Archeological Survey

Task 2.2: Environmental Review for CEQA/NEPA and Technical Studies (Amendment 3):

The existing scope is modified to include NEPA revalidation that adds contaminated soils studies, community impacts and a contaminated soils management plan.

Task is also expanded to provide for increased permitting support due to expanded construction work areas.

Task 2.2 Deliverables

- Community Impacts Memo
- Expanded ISA
- Contaminated Soils Management Plan

Task 2.3: Modify Habitat Restoration Plans and Permits (RINCON) (Amendment 4):

Develop exhibits to assist with negotiations with property owners, public agencies and property owners.

Complete the Habitat Restoration Plan previously drafted in August 2017. Provide support to the City for negotiations with the Santa Barbara County Flood Control District and the property

owner as needed to ensure the restoration can be implemented in its currently proposed location, upstream of the bridge on the east side of Old San Jose Creek. If the current design is feasible, the Habitat Restoration Plan will remain as is. If changes are required that only minimally impact the design, the Habitat Restoration Plan will be revised and one electronic draft will be distributed to the Project team for review.

Comments from the Project team will be incorporated and a final electronic Habitat Restoration Plan will be produced. If the currently proposed restoration site cannot be retained, thereby requiring the movement of the restoration site to another location, an entirely new Habitat Restoration Plan as described in Optional Task 2.3 will be prepared.

The applicable resource agencies (U.S. Army Corps of Engineers, California Department of Fish and Wildlife (CDFW), and the Central Coast Regional Water Quality Control Board [CCRWQCB]) will be notified to make them aware that the previously approved Habitat Restoration Plan has been updated. Coordinate the submittal of the revised Habitat Restoration Plan to the agencies, including a short presentation of the updated plan and answering any questions that may arise during agency review. It is assumed that the agencies will have limited input and questions on the revised Habitat Restoration Plan and that minimal revision will be required after agency review.

Rincon will provide permitting support as needed to aid in the completion of the project permitting efforts conducted thus far. The proposed scope of work is assumed to conclude in December 2020:

- One person to attend the bi-weekly Project team meetings to ensure permitting support efforts are understood and conducted in a timely fashion. Assumes 2 meetings per month, for 26 months, for a total of 52 meetings.
- Summarize the timing and conditions of the permits obtained thus far into a compliance matrix and will secure the extension of any approved permit that may be expiring prior to the initiation of construction.
- Update project contacts for all permits.
- Prepare an annual report for the Project as recently requested by CCRWQCB in August 2018.
- Assist with securing the CDFW Streambed Alteration Agreement, specifically by assisting with coordinating the fish passage approval process in fall 2018. Anticipated tasks for this effort include attending meetings with CDFW and the project team and reviewing the fish passage design memo.

Task 2.3 Deliverables

- Updated Habitat Restoration Plan
- Exhibits Supporting Presentation of the Plan
- Compliance matrix
- Permit extensions
- Updates to agency contacts on permits
- Annual report for CCRWQCB
- Coordinate fish passage process

Task 2.3 Optional: Habitat Restoration Plan (RINCON) (Amendment 4):

If the currently proposed restoration site cannot be retained, thereby requiring the movement of the restoration site to another location within the City, an entirely new Habitat Restoration Plan

will be prepared. The new Habitat Restoration Plan will be modeled after the existing Habitat Restoration Plan, and will include the restoration approach, performance criteria, and the maintenance and monitoring plan. If a new Habitat Restoration Plan is warranted, one electronic draft will be provided for review. Comments from the Project team, which are assumed to be limited, will be incorporated and a final electronic Habitat Restoration Plan will be produced. Funds associated with this optional task will only be used with prior approval by the City.

Task 2.3 Deliverables

- New Habitat Restoration Plan

Task 2.3 Optional: Additional Permitting support (RINCON) (Amendment 4):

It is anticipated that all required services will be completed within the authorized budget. However, based on past project history, there could be permitting efforts not yet known, such as additional studies requested by the agencies or further agency coordination efforts that may be required prior to construction. This optional services task will only be used with prior approval by the CITY.

Task 2.3 Deliverables

- As Needed

Task 3: Supplemental Surveying for Base Mapping and Hydraulic Analysis (MNS);

3.1 Field Surveys and Topographic Mapping (MNS)

Consultant shall review existing topographic mapping, boundary, right-of way and easement mapping for the adjacent Hollister Avenue/Highway 217 roundabout project and fill in additional survey data as necessary to complete the base map for design, hydraulic analysis, and ROW engineering of the bridge replacement project, including:

Corridor Mapping: Consultant shall conduct a field survey of the roadway corridor from the east side of Kellogg Avenue, easterly to the west side of the Highway 217 Bridge. The width coverage is from back of walk to back of walk. Locate all hardscape features including observable utilities and pipe inverts, trees, and lane striping.

Bridge Mapping: Consultant shall conduct a field survey of the existing Hollister Avenue Bridge and the bridge 100-feet south of the Hollister Avenue Bridge. Locate bridge decks, soffits, piers, walls and visible utilities.

San Jose Creek Mapping: Consultant shall conduct a field survey of the creek corridor, 200 feet wide (100 feet east and west from creek centerline) from 120 feet north of the north edge of Hollister Bridge to 120 feet south of the south edge of the southerly bridge over San Jose Creek.

San Jose Creek Cross-Sections: Consultant shall conduct a field survey of the creek cross-sections which will include five sections north of the Creek Mapping Area. Sections will extend 50 feet east and 50 feet west from creek centerline.

Consultant shall prepare new base map and surface for design.

Deliverables

- Base mapping for bridge foundation plan
- Creek mapping

- Creek cross sections and creek profile

Task 3.2 Supplemental Surveying for Base Mapping and Hydraulic Analysis (Amendment 1):

Under the direction of DHA, MNS will fill-in additional survey data as necessary to complete the base map for the channel wall design and ROW engineering. The following tasks will be completed:

- Sewer Relocation: Field survey of the existing sewer manholes and inverts for design purposes. Review the sewer line relocation situated within the property known as Bottiani Properties (APN: 071-140-046) for possible easement acquisition for Goleta Sanitary Sewer District.
- San Jose Creek Mapping: Field survey of the creek corridor and channel transition 50' south of the steel bridge and continuing 100' south to the project limits.
- San Jose Creek Cross-Sections: Field survey of creek cross-sections will include four sections at 25' intervals starting 50' south of the steel bridge and continuing south to the project limits.
- Update Base Map: Prepare new base map and update surface for design.

Task 4: Materials and Foundations Reports – Fugro:

Consultant shall prepare a Materials and Foundations Report to support the design of the pavement structural sections and bridge foundations.

Consultant shall prepare a Preliminary Foundation Report, including discussions and geotechnical considerations for alternative foundation types for the new bridge. Provide the PFR in PDF format.

Consultant shall prepare a Geotechnical Report for the project. Submit the draft report in PDF format. Include graphics showing the site location, locations of field explorations, and interpreted subsurface profile along the alignment(s) with the report. Include field and laboratory data obtained from the geotechnical study in the report.

Consultant shall include the following opinions and recommendations for the roadway in the report:

- Slope inclinations for the design of cut and embankment slopes;
- Embankments including suitability of excavated materials for use as fill, moisture control, erosion control and drainage considerations, expansive soils, estimated settlement and special treatments to reduce settlement, if needed;
- Corrosion considerations for culverts and buried concrete structures (cement factors, pipe thickness, and need for coatings);
- Earthwork factors for onsite materials that are excavated and replaced as compacted fill; and
- Structural sections for asphalt concrete pavements based on traffic indices used for the project.
- Consultant shall include the following opinions and recommendations regarding the bridge foundation design in the report:
- Soil and groundwater conditions encountered;
- Site geology, faulting and seismicity;

- Seismic design criteria and recommended ARS Curve for use with Caltrans design methods;
- Liquefaction potential and considerations relative to foundation design (negative skin friction and estimated seismic settlement of approaches and pile foundations, if needed);
- Corrosion considerations for design of subsurface structures (minimum cement factors estimated in accordance with Caltrans guidelines);
- Scour, grain sizes for samples of riverbed materials, and mean particle size of thalweg material;
- Specified tip elevation, settlement, and size for foundation types and class of pile loading considered (up to 2 pile types can be considered within proposed level of effort);
- Lateral capacity plotted as shear, moment and deflection versus depth for a single pile foundation under free-head and fixed-head conditions based on p-y analysis;
- Pile spacing and group reduction factors for vertical and lateral loads, if needed;
- Lateral earth pressures, spring constants, and passive pressure resistance for abutment design;
- Special considerations for approach fill settlements: allowable slope inclinations, waiting periods, and need for monitoring; and
- Construction considerations: need for dewatering, pile driving, CIDH pile construction, adjacent structures, temporary excavations, and shoring.

Consultant shall prepare the Log of Test Borings sheets for the bridge on Caltrans standard plan sheets for logs of test borings, modified to incorporate the City's plan sheet border. Submit a copy of the LOTB with the draft Geotechnical (Bridge Foundation) Report.

Consultant shall respond to review comments and incorporate them into the final Geotechnical Report and Log of Test Borings sheet. Submit the final report with an electronic copy of the LOTB.

Deliverables

- Draft Geotechnical Report
- Final Geotechnical Report
- Log of Test Borings Sheets

Task 4.1 Geotechnical Services for Channel Walls (Amendment 1):

Under the direction of DHA, and using the existing geotechnical data in the area acquired by Fugro and others, Fugro will provide geotechnical design parameters and lateral earth pressures for the channel walls. The design of the channel walls will follow United States Army Corps of Engineers (USACE) design methods, where applicable (note that USACE design methods do not address soil nail walls). The following geotechnical engineering evaluations and recommendations will be provided in a written report:

- Summary of subsurface soil and groundwater conditions and idealized soil profile(s) for the portions of the channel that are part of this work;
- Evaluation of geologic hazards consisting of faulting and ground rupture potential, strong ground shaking and peak horizontal ground acceleration for Operational Basis Earthquake (OBE) and Maximum Design Earthquake (MDE) conditions (developed using the USGS PSHA deaggregations web application), liquefaction potential, seismic settlement, and a qualitative evaluation of lateral spreading hazards;

- Static active, at-rest, and passive lateral earth pressures in accordance with USACE design criteria for retaining walls;
- Estimated dynamic lateral force increments for OBE and MDE conditions Estimated lateral earth pressures for liquefaction conditions;
- Static and seismic limit equilibrium global slope stability analyses of the channel walls and for the various design conditions;
- Recommendations for soil nail size, lengths and spacing for the upstream channel walls and transition zone;
- Corrosion potential; and
- Construction considerations

Locate Old Bridge Foundations: Under the direction of DHA, Fugro will use a truck mounted geoprobe rig to push through the existing asphaltic pavement section and underlying soil to a depth of approximately 25 to 30 feet in the area where foundation locations for the replacement bridge may be in conflict with the abandoned foundations. A total of 8 ground probes are proposed and additional probes, if time permits, to fill a single work day defined by the hours of the encroachment permit will be performed. The actual limits, number, and locations of the individual ground probes will be adjusted based on site conditions and potential conflicts with underground utilities. We have assumed that the pavement structural section consists of asphalt concrete and aggregate base and that pre-coring the probing locations is not needed. Prior to mobilizing the field equipment, we will contact Underground Service Alert (USA) for utility clearance and confirm probing locations with the design team. We will also coordinate with the City of Goleta to obtain an (no-fee) encroachment permit for the work. Traffic control will be needed to perform the work and may include lane closures. Our fee estimate assumes that one eastbound lane will remain open during the duration of the probing work. We have assumed all of the work can be performed during standard daytime hours for work in the right of way (9:00 am to 4:00 pm).

Asbestos/Lead-Containing Paint Survey: Under the direction of DHA, Geocon will survey existing Hollister Avenue Bridge and the adjacent private bridge over San Jose Creek for suspect asbestos and lead-containing paint (LCP).

Field work includes up to 16 asbestos samples for Polarized Light Microscopy (PLM) analysis, 4 asbestos samples for point count (400 pts), 6 paint samples for total lead, and 4 paint samples for soluble (WET or TCLP) lead on standard laboratory turnaround times.

Task 4.1. Deliverables

- Channel Wall Geotechnical Report
- Prepare Draft Asbestos/LCP Survey Report for Client review.
- Prepare Final Asbestos/LCP Survey Report.

Task 5: Location Hydraulics Study (MNS):

Using the existing HEC-RAS output data, Consultant shall complete a Location Hydraulic Study to conform to the requirements described in 23 CFR 650A, Section 650.111(b) (c) (d).

The report shall describe potential impacts to residences, other buildings, crops, Emergency or Evacuation Route, Emergency Vehicle Access, Practicable Detour Available, Approximate Duration of Traffic Interruption for Base Flood (Q100), including a discussion of the following items:

- Risk associated with implementation of the action
- Impacts on natural and beneficial floodplain values

- Support of probable incompatible floodplain development
- Measures to minimize floodplain impacts associated with the action
- Measures to restore and preserve the natural and beneficial floodplain values impacted by the action
- Practicability of alternatives to any significant encroachment
- Practicability of alternatives to any longitudinal encroachment
- Deliverables
- Location Hydraulic Study

Task 6: Summary Floodplain Encroachment Report (MNS):

Consultant shall prepare a Summary Floodplain Encroachment Report based on results of the Location Hydraulic Study and in accordance with Caltrans content requirements.

Task 6 Deliverables

- Summary Floodplain Encroachment Report

Task 7: Hydrology and Hydraulics Study (MNS):

Consultant shall review and confirm that the existing San Jose Creek Capacity Improvement Project hydraulic analysis is acceptable for use in this project. The existing model will be used as the baseline condition for the existing bridge for the hydraulic study.

Using the existing HEC-RAS model, Consultant shall analyze the proposed bridge configuration and prepare a bridge hydraulics report. Include FEMA floodplain mapping and topographic mapping in the report.

Deliverables

- Draft Hydrology and Hydraulics Study
- Final Hydrology and Hydraulics Study

Task 7.1: Channel Fish Passage Analysis and Verification (Amendment 3):

Review available data from existing channel design to ensure conformance with the original fish passage design. Incorporate any changes agreed to by the City.

Task 7.1 Deliverables

- Technical memo documenting conformance with original channel design
- Updates plans to reflect current design

Task 7.2: Channel Design Modifications for Storm Performance (Amendment 3):

Design and detail changes needed to modify articulated mat anchorage details to withstand high turbulent flow in the channel.

Task 7.2 Deliverables

- Channel Mat Anchor Details

Task 7.3: Channel Fish Passage Analysis and Verification (Amendment 4):

Due to deficiencies in technical data available for prior approved San Jose Creek fish passage design, perform analysis Provide Technical Memo that confirms compliance with prior approved fish passage design for the San Jose Creek Capacity Improvement Project. Develop exhibits to illustrate channel grading, develop details for fish passage that conform to the prior approved fish passage project.

Task 7.3 Deliverables

- Technical memo documenting conformance with original channel design
- Updates plans to reflect current design

Task 8: General Plan and Bridge Type Selection (DHA);

Consultant shall prepare the bridge and approach roadway alignment according to the layout of the SB 217 roundabout of the Ekwil/Fowler project. Consultant shall prepare and submit a geometric alignment drawing (GAD) showing the horizontal alignment and vertical profile conforming to the SB 217 roundabout. Consultant shall prepare a Bridge Type Selection study in accordance with Caltrans Memo to Bridge Designers 1-29. Revise and resubmit the bridge General Plan and geometric alignments with responses to the City review comments.

Consultant shall prepare and submit a letter report documenting the Bridge Type Selection for transmittal to Caltrans.

Upon approval of the project GAD and Bridge General plan by the City and Caltrans, Consultant shall prepare the project description for the environmental document. Finalize the Bridge General Plan and circulated in PDF format to the City and other agencies and stakeholders as necessary.

Consultant shall assemble the information developed during the preliminary bridge and roadway studies into a technical memorandum that includes:

- Summary including preliminary plans, right-of-way (temporary easements), construction staging and access, utility relocation and accommodation, and anticipated design exceptions
- Discussion of the pros & cons of each bridge type (Type Selection Memo)
- Preliminary quantities and estimated construction cost for each alternative
- Recommended bridge type for final design
- List of any design decisions needed from the City
- List of issues that will be resolved during final design

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

Consultant shall prepare an initial construction cost estimate based on anticipated construction items and estimated quantities from the Bridge General Plan. Revise and resubmit preliminary cost estimates as the project progresses at the 65%, 95% and Final stages.

Consultant shall perform quality control on all submittals.

Task 8 Deliverables

- Geometric Approval Drawings (GADs) including roadway typical section

- Bridge General Plan
- Technical Memorandum (Bridge Type Selection Memo)
- Preliminary Construction Cost Estimate

Task 8.1 General Plan of each of the Channel Walls - DHA (Amendment 1):

The existing scope is modified to include providing a general plan of each of the channel walls and a discussion of the preferred wall types in the structure type selection report. The scope is based on the assumption that the channel walls south of Hollister Avenue will consist of non-gravity cantilever channel walls (soldier piles, secant piles, and/or tangent piles) and that soil nail walls will be used on the north side of Hollister Avenue for the transition back to the natural creek bed. The design work includes the review of the plans and reports from the adjacent San Jose Creek Capacity Improvements Project. An investigation of the anticipated top of wall deflections of various wall types under service load conditions will be performed since the channel walls are located near existing buildings. The horizontal alignment and vertical profile of the channel will be designed so that they are consistent with approved CLOMR HEC-RAS model.

Task 9: Technical Support to Secure Permits (DHA, URS):

Consultant shall provide the City with exhibits and calculations necessary for the application and approval of the various permits that have been identified for the construction of the project, which include:

- USCOE 404 Permit
- USFWS and NOAA Fisheries Section 7 Consultation
- RWQCB 401 Permit
- California Department of Fish & Wildlife 1602 Permit
- Caltrans Encroachment Permit
- Santa Barbara County Air Quality Air Pollution Control District Permit or Exemption
- State Water Resources Control Board – Construction General Permit

Task 10: Coordination with City's Ekwil Street and Fowler Road Extension (DHA):

Consultant shall integrate the bridge replacement plans to be constructed with the plans for the Hollister/217 interchange project. Keep all HBP related costs and construction items segregated from the Ekwil Fowler Project.

Task 11: Design Review Board Approval (DHA, DBA):

Consultant shall prepare project plans and exhibits for review by the Design Review Board (DRB) at each submittal milestone. Exhibits shall include modeling of visible bridge elements for review by the DRB. Prepare a response to comments for comments received from the DRB.

In addition to the already scoped exhibits of visible bridge elements, Consultant shall prepare channel wall exhibits as requested by the City for review by the Design Review Board (DRB). Exhibits will include modeling of the wall aesthetics, in addition to the transition from the channel walls back to the natural creek bed on the north side of the project.

Task 12: Bike Access Feasibility Assessment:

Consultant shall assess the feasibility for the proposed bridge to accommodate a Class 1 Bike Lane under the structure to enable the crossing of Hollister Avenue. The assessment will consider clearance criteria, structural design requirements, and accommodation within or next to the San Jose Creek Channel and related fish-passage elements.

In addition to the scoped task of assessing the feasibility for the proposed bridge to accommodate a Class 1 Bike Lane under Hollister Avenue and inside the San Jose Creek Channel, Consultant shall prepare a separate Bike Path Alternatives Assessment Memo evaluating the construction costs and impacts of providing access across Hollister Avenue using either a tunnel or bridge option.

Task 12 Deliverables:

- Technical Memorandum.

Task 13: 65% PS&E – DHA & DBA:

The 65% design level submittal will consist of the draft plans only. Consultant shall submit an updated general plan estimate if there are notable changes from the Preliminary Construction Cost Estimate. Consultant shall assemble and submit a preliminary bid item list that identifies non-standard items needing Special Provisions.

Consultant shall prepare the roadway civil design based on the approved geometric approval drawing.

Consultant shall prepare the Title Sheet that includes the appropriate City and federal funding project identification, as well as a sheet index, a vicinity map, the project legend, general notes, and the project control points.

Consultant shall prepare the roadway Typical Section Sheet, including the roadway structural section based on City standards or Ekwil-Fowler criteria.

Consultant shall prepare Plan and Profile sheets that delineate the general roadway improvements and pavement dimensions. Geometric information, tied to the project control points, shall be shown to sufficiently describe both the horizontal and vertical alignments.

Consultant shall prepare the roadway Construction Details at appropriate scale, showing utility locations, re-grading and geometric details. Specific improvement details may also be shown on the Construction Details.

Show traffic handling details on relevant sheets. Show detour route signage to be used during construction closures. Advisory and construction area signs (CAS) shall be shown on a Construction Area Signs Sheet.

Consultant shall develop a signing and pavement marking plan utilizing City standard details and current Caltrans Traffic Manual, Sign Specifications, and Standard Plans, as applicable. Show existing and new sign locations. Designate standard signs by appropriate Caltrans standard sign numbers. Show temporary signing and striping, portable delineators, temporary crash cushion arrays and temporary railing (Type K), as necessary.

Consultant shall include and incorporate appropriate plan sheets from the San Jose Creek Capacity Improvement Project for the widening of the San Jose Creek. The plan sheets for portion

of the creek to be widened within the project limits will be inserted into the plan set for the bridge replacement.

Bridge design shall be in accordance with Caltrans Bridge Design Specifications and applicable sections of the Caltrans Bridge Memo to Designers and Bridge Design Aids manuals. The design shall meet City, Caltrans and FHWA standards in effect as of the date of Notice to Proceed. Seismic design shall be performed in accordance with latest edition of the Caltrans Seismic Design Criteria.

Detailing of plans shall be in accordance with Caltrans Bridge Design Details Manual. Both the design and detailing shall be based on the use of the latest City Standards and Caltrans Standard Plans and Standard Specifications.

The existing scope is modified to include the preparation of 65% design level plans of the channel walls and the channel itself. This work shall include the sewer relocation design to provide service to the properties located on the southeast corner of Hollister Avenue Bridge. Consultant shall be designing the channel and channel walls, while MNS, under the direction of the Consultant, shall be designing the sewer line relocation. This submittal shall consist of plans in pdf format, an estimate of probable costs in pdf and excel formats, and a draft item list that will identify non-standard items that will need special provisions.

Task 13.1 Additional 65% Design (Amendment 3):

The existing scope is modified to include changing the driveway design at the Mission Auto parcel to conform to the comments from Caltrans District 5. The work involves changing the layout sheets (including over 100 stage construction and layout related sheets), and redesigning the bridge foundation/abutment to carry a cantilevered portion of roadway. The adjacent channel walls will also be changed to fit the new design.

Task 13.1 Deliverables:

- 65% plans in PDF
- Updated combined “estimate of probable costs” in PDF and MS Excel
- Draft item list

Task 14: 95% PS&E – DHA & DBA:

Consultant shall prepare and submit the 95% PS&E, consisting of fully designed and checked plans, specifications and estimate. Consultant shall prepare and submit a “Response to 65% Comments” document with the 95% PS&E. Consultant shall perform a QC review of the 95% plans, specifications and estimate and incorporate appropriate revisions prior to submittal to the City. Consultant shall prepare and submit specifications in Microsoft Word and the estimate in Microsoft Excel. The Plans, Specifications and Estimate shall be prepared in accordance with current Caltrans standards and practices for local agency projects, as well as conform to the City of Goleta's standards and practices.

The project technical specifications shall be prepared and combined with City supplied front-end boilerplate specifications.

The existing scope is modified to include plans, specifications and estimate for the channel, channel walls, and sewer relocation. An independent design check of the channel walls shall be

performed by a senior level engineer. Part of the 95% work will be to review the 65% plans, update as necessary, and prepare a "Response to 65% Comments" document. The 65% plans shall be reviewed and updated as necessary, and a "Response to 65% Comments" document shall be prepared. DHA shall perform a QC review of the 95% plans, specifications and estimate and incorporate appropriate revisions prior to submittal to the City. Specifications shall be prepared in Microsoft Word and the estimate will be prepared in Microsoft Excel. The project technical specifications shall be prepared and combined with City supplied front-end boilerplate specifications.

Task 14 Deliverables:

- 95% Plans in PDF
- Special Provisions in PDF and MS Word
- Combined Engineers Estimate in PDF and MS Excel

Task 15: Final Bid Package and RE-File – DHA:

Consultant shall prepare the construction quantity calculations and marginal estimate for the RE file. Base unit costs upon the most current cost information for recent similar projects in the area compiled.

Consultant shall prepare a construction schedule to determine the number of working days for construction.

The existing scope is modified to include one set of full size reproducible Mylar Final Design Plans for the channel widening, channel walls, and sewer relocation. DHA shall prepare the construction quantity calculations and marginal estimate in the RE file. The design and scope of services shall also include: complete and detailed estimate of quantities; construction cost estimate; answers to all questions regarding the design during the design review process; review of the project site to ensure that the plans are drawn correctly; and attendance at project related meetings specific to the channel, channel wall, and sewer relocation work. A construction schedule shall be provided outlining the number of working days for construction and will include all of the channel widening work in addition to the previously scoped bridge work.

Task 15 Deliverables:

- One set of 24 x 36 Reproducible Mylar Final Design Plans signed by the Registered Engineer responsible for the preparation of the plans
- One un-bound hard copy of Final Project Special Provisions signed by the Registered Engineer responsible for the preparation of specifications
- Electronic Microsoft Excel file of Construction Cost Estimate
- AutoCAD Project Plans on CD
- Electronic Microsoft Word file of specifications
- Hard copy of Construction Cost Estimate
- Resident Engineer's File

Task 16: Right of Way Engineering (MNS):

Consultant shall prepare the required maps, legal descriptions, deeds, sketches, and back-up data to support the right-of-way acquisition effort. ROW engineering shall be performed based upon the Caltrans ROW Manual specifications.

Consultant shall utilize previous right-of-way research from the Ekwill-Fowler project to ensure that right-of-way acquisitions are coordinated. This task shall include:

- Prepare right of way and adjacent boundary retracement sufficient for identifying and ultimately describing the areas required for temporary and permanent easements.
- Identify the parcels where preliminary title reports are needed.
- Determine the precise areas needed for permanent and temporary easements, and for areas of interagency transfer.
- Prepare the appraisal map which identifies the parcel number, owner, type of easement, size of easement, and remainder size.
- Prepare legal descriptions and sketches for each parcel to be acquired for temporary or permanent use.

Task 16.1 Additional Right of Way for the Channel Widening and Sewer Relocation (Amendment 1):

This task is modified to include the additional right of way engineering work relating to the channel widening and sewer relocation design. MNS, with input from the Consultant, shall prepare the required maps, legal descriptions, deeds, sketches, and back-up data to support the right-of-way acquisition effort relating to the channel wall design and sewer relocation. ROW engineering shall be performed based upon the Caltrans ROW Manual specifications. The following tasks shall be completed:

- Identify the need for preliminary title reports (3 title requests estimated). Review and retrace easements relating to right of way and temporary construction uses.
- Work with the project engineer to determine the precise areas needed for permanent and temporary easements, and for areas of interagency transfer.
- Update the appraisal map which identifies the parcel number, owner, type of easement, size of easement, and remainder size.
- Prepare legal descriptions, sketches and closure calculations for each parcel to be acquired for temporary or permanent use relating to the sewer line relocation and channel wall design (6 temporary construction easements and 7 permanent easements estimated).

Hamner, Jewell & Associates (HJA) shall review the Preliminary Title Reports for the necessary parcels, and associated title docs, to aid the surveying team with developing right of way engineering, appraisal maps, and legal descriptions. Title reports are included as a pass through cost to the project.

Additional Right of Way related to NEPA Revalidation (Amendment 3):

This task is modified to include the additional right-of-way engineering work relating to NEPA Revalidation. Work involves completely segregating HBP participating right of way from non-participating right of way on each parcel around the bridge. The right of way acquisition areas will be tailored to be an absolute minimum needed for construction activities without regard to business operations.

The right of way appraisal maps will be redrawn to show these areas. Plats and legal descriptions will be prepared for each parcel based on the idealized easement areas.

Task 17: Right of Way Appraisals – HJA:

Consultant shall obtain Preliminary Title Reports for the affected parcels. Consultant shall obtain appraisals from a state licensed real estate appraiser, prepared in conformance with state laws and Caltrans guidelines, as required to set the basis of right of way purchase offers to private property owners by the City. All appraisals shall be submitted to the City for review and pre-approval prior to purchase offer presentations. If project funding requires formal third party appraisal reviews, assume that Caltrans staff will provide the required appraisal reviews.

Task 17.1: Right of Way Appraisals for Channel Widening – HJA (Amendment 1):

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

Task 17.2: Additional Right of Way Appraisals – HJA (Amendment 3):

This task provides additional appraisal work to ensure appraisals addressing impacts related only to the Project and independent of the Ekwil-Fowler Project and appraisals for new properties previously not identified. The task also includes independent appraisal reviews which previously were to be performed by Caltrans, however, Caltrans are no longer providing this service.

Task 17.3 Right of way Appraisals (Amendment 4):

Appraisals for 3 parcels and reappraisals of 5 other parcels all directly related to the bridge replacement project and needed for use in right-of-way negotiations. The appraisals will be prepared in conformance with state laws and Caltrans guidelines as required to set the basis of right-of-way purchase offers to private property owners by the City.

Task 17.3 Deliverables

- Five parcel reappraisals (071-140-046, 071-260-CA1, 071-140-056, 071-090-089 & 071-090-036)
- Five appraisal reviews
- Appraisal for full take of 3 parcels (071-140-046, 071-260-CA1 & 071-140-056)
- Mitigation easement waiver valuation/offer

Task 18: Right of Way Acquisition – HJA:

Consultant shall coordinate all right of way acquisitions for this project with the acquisitions of the Ekwil Fowler Extension project. Consultant shall prepare offer packages based upon the appraisals, for presentation to each involved property owner. Offer packages shall include an offer letter, Appraisal Summary Statement, proposed Acquisition Agreement, and Deed. Present these documents for City review and pre-approval prior to presenting offers to property owners. Concurrently, Consultant shall seek Caltrans review and approval of the appraisals, prior to proceeding with making the purchase offers. After offer presentation, Consultant shall handle all

follow up negotiations in pursuit of mutually acceptable amicable purchase agreements with each owner to finalize the property purchases. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, Consultant shall coordinate with City and, if appropriate, with the City Attorney's office in conjunction with any required Necessity Hearing scheduling. For those which reach final agreements, Consultant shall process all documents for necessary approvals and coordinate escrows, title insurance, and closings.

Task 18.1: Right of Way for Channel Widening – HJA (Amendment 1):

Consultant shall coordinate all right of way acquisitions associated with the channel widening and the bridge replacement for this project with the acquisitions of the Ekwil Fowler Extension project. The existing scope is modified to include the additional right of way acquisition work for HJA that will be required for the channel widening. This includes the preparation of offer packages, coordination with Caltrans and the City for review and approval, and follow up negotiations. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, HJA shall coordinate with City and, if appropriate, with the City Attorney's office in conjunction with any required Necessity Hearing scheduling. HJA will process all documents for necessary approvals and coordinate escrows, title insurance, and closings.

Task 18.2: Additional Right of Way Needs – HJA (Amendment 3):

This work involves approaching the property owners with an additional acquisition separate from the Ekwil Fowler project as required by Caltrans. This includes the preparation of offer packages, coordination with Caltrans and the City for review and approval, and follow up negotiations. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, HJA will coordinate with City and, if appropriate, with the City Attorney's office in conjunction with any required Necessity Hearing scheduling. HJA will process all documents for necessary approvals and coordinate escrows, title insurance, and closings.

Task 18.3 Right of Way Acquisition (Amendment 4):

This work involves the preparation of offer packages, coordination with Caltrans and the City for review and approval, and follow up negotiations. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, coordinate with City and, if appropriate, with the City Attorney's office in conjunction with any required Necessity Hearing scheduling. Process all documents for necessary approvals and coordinate escrows, title insurance, and closings.

Task 18.3 Deliverables

- Revised offer preparation and presentation of five parcel reappraisals
- Ongoing relocation assistance for 5 occupancies

Task 19: Utility Coordination and Relocations – DHA:

Consultant shall ensure that this task is coordinated with the Ekwil Fowler Project. Consultant shall ensure that all utility relocation costs attributed to the HBP project are identified and segregated from the Ekwil Fowler Project.

Consultant shall provide utility coordination throughout the project in accordance with Chapter 13 of the Caltrans' Right of Way Manual as required. Consultant shall communicate the project to the utility owners within the project limits and working with them to complete their plans and

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relocations for those utilities that conflict with the proposed project. Anticipated work under this task is as follows:

- Utility Base Map: Prepare a utility base map to be used in conjunction with the topographic base map.
- Utility Matrix: Prepare a utility matrix to document the utility coordination activities including: owner; contact name, telephone and facsimile numbers; mailing and physical addresses; email addresses; dates and methods of communication; description of effected utility; method of conflict resolution, if any; status of relocation plans, if any; etc.
- Utility Verification Package: Prepare the Request for Utility Information letter with plans that outline the proposed design and right-of-way, and existing utilities as mapped in the field.
- Consultant shall prepare and execute a potholing plan to provide positive identification and location of any high risk utility facilities that may conflict with the project.
- Utility Notice of Potential Conflict Package: Consultant shall prepare a Notice of Potential Conflict letter, that identifies potential utility conflicts with the planned project and transmit to each affected utility with a relocation deadline schedule. This is a formal coordination letter that identifies the relocation work and schedule required to complete the relocations. Packages will be sent to all utility owners within the project limits – regardless of potential conflict or not – in order to provide transparency of all utility coordination.
- Relocation Parameters: Provide utility relocation parameters for utility owner relocations plans.
- Consultant shall coordinate any and all modifications, changes, or relocations of existing underground and/or overhead utilities with respective utility companies. Where feasible, every effort shall be made to complete any and all modifications, changes, or relocations of existing underground and/or overhead utilities prior to construction.
- Schedules and progress reports for utility efforts shall be prepared by Consultant. Plans and cost estimates provided by the utility companies shall be reviewed and recommendations shall be made.
- Field Meetings: Consultant shall attend field meetings with utility owner representatives.
- Utility Relocation Agreements: Consultant shall prepare utility relocation agreements if necessary.
- Utility Specifications: Consultant shall prepare special provisions relating to utility coordination during construction including timing and duration of construction windows for utility relocations performed by owner's forces.
- Utility Plans: Consultant shall finalize utility plans for contract documentation plan set.
- Utility Notice to Owner Package: Consultant shall prepare Notice to Utility Owner letters that include final project plans that show location and elevation of existing utility and the proposed utility relocations.
- RE Pending File: Consultant shall provide documentation of the utility coordination effort for the City and the RE Pending file. Provide the City with support for the right-of-way certification.

The existing scope is amended to include any necessary coordination for utilities impacted by the channel widening work. This task also includes the coordination required with Goleta Sanitary District regarding the relocation of the sewer line to provide service to the properties located directly southeast of Hollister Ave Bridge.

Task 19 Deliverables:

- Utility contact list and initial status matrix
- Utility Request for Utility Information letters, plans, and updated utility status matrix
- Utility Notice of Potential Conflict letters, plans, and updated utility status matrix
- Utility Notice to Utility Owner letters, plans, and updated utility status matrix
- Relocation Agreements, as necessary
- Utility Plan and specification
- Utility Section for RE Pending File

Task 19.1: Utility Coordination and Relocations – DHA (Amendment 3):

Additional utility relocation coordination with the utility companies with facilities impacted by the bridge replacement and channeling widening.

Task 20: Mitigation Monitoring Plan – AECOM:

Consultant shall prepare a Mitigation and Monitoring Plan (also known as a program). Once NEPA and CEQA documentation and permitting conditions have been finalized, Consultant shall compile a list of mitigation measures and conditions of approval identified during environmental review and the permitting process.

Task 21: Contract Bidding and Award Assistance – DHA:

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

Consultant shall assist in preparing addenda that may be issued to bidders. Answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during the bidding process and preconstruction meeting. Consultant shall assist the City in preparation of Addenda regarding omissions or conflicts in the design.

In addition to the currently scoped task of providing bidding and award assistance related to the bridge replacement plans and specifications, Consultant shall also provide assistance for any questions concerning the channel widening, channel walls and sewer relocation work.

Scope Assumptions:

The City has adopted a Mitigated Negative Declaration (MND) under CEQA which includes the bridge replacement. There have been no environmental approvals under NEPA for the bridge work, but the MND and related studies were performed to meet NEPA requirements. An additional addendum to the MND as well as NEPA approval is required.

The deck geometry of the replacement bridge will be driven by the layout of the SB 217/Hollister Roundabout developed for the Ekwil Street and Fowler Road Extensions Project.

The actual costs may vary from task to task from that proposed in the fee, but the overall fee will not be exceeded unless additional work is requested and approved by the City, and fee for any such additional work will be negotiated prior to work being performed.

The City will obtain permits and pay all permit fees, with technical support provided by the Consultant.

The City will perform review and approval of all project deliverables.

The City will lead all community outreach efforts with support from Consultant. Consultant shall prepare exhibits and be available to attend public workshops/open houses.

The City will provide legal services necessary should Eminent Domain proceedings be required for right of way acquisition.

The preparation of a SWPPP is not included.