



Agenda Item A.5
CONSENT CALENDAR
Meeting Date: March 2, 2021

TO: Mayor and Councilmembers

FROM: Charles W. Ebeling, Public Works Director

CONTACT: James Winslow, Senior Project Engineer

SUBJECT: Amendment No. 2 to Professional Design Services Agreement with Kimley-Horn and Associates, Inc. for the Goleta Traffic Safety Study (Project No. 9089)

RECOMMENDATION:

- A. Authorize the City Manager to execute Amendment No. 2 to Professional Services Agreement No. 2018-126 with Kimley-Horn and Associates, Inc., increasing the contract authority by \$43,000, for a new total contract amount of \$281,401, and to extend the agreement to June 30, 2023.
- B. Approve a budget appropriation and grant revenue of \$53,000 for the Grant Agreement with the Caltrans Local Road Safety Program into Project Account Fund 317.

BACKGROUND:

Systemic Safety Analysis Report (SSAR) Program

In February 2016, the California State Transportation Agency (Caltrans) issued guidelines for the new Systemic Safety Analysis Report (SSAR) Program. The intent of the SSAR Program is to assist local agencies in performing a collision analysis, identifying safety issues on their roadway networks, and developing a list of systemic low-cost countermeasures that can be used to prepare future Highway Safety Improvement Program (HSIP) and other grant program applications. The SSAR Program also assists local agencies with preparing studies specifically evaluating Strategic Highway Safety Plan (SHAP) Challenge Areas. The change to a proactive safety approach evaluating an entire roadway network as opposed to individual high-collision site analysis should allow local agencies to develop stronger HSIP funding applications for necessary safety projects and improvements without relying on the high occurrence of collisions, fatalities, and/or serious injuries to achieve a high score for the benefit/cost ratio component.

Federal regulations required each state to have a Strategic Highway Safety Plan (SHSP). An SHSP is a statewide data-driven traffic safety plan that coordinates the efforts of a

wide range of organizations to reduce traffic accident fatalities and serious injuries on all public roads. In coordination with federal, state, local and private sector safety stakeholders, the SHSP establishes goals, objectives, and emphasis (or challenge) areas. The City of Goleta has 10 north-south and east-west potential study corridors where the potential countermeasures can be evaluated per the SSAR Program (Attachment 1).

In May 2017, the Public Works Director received notification that Caltrans had accepted the City's resubmitted application from the previous year due to increased funding in the program. In January 2018, Public Works submitted the request for allocation of \$225,000 in SSARP program funds and received the Program Supplement Agreement (No. 00Q60 Rev. 000) on February 12, 2018. On December 4, 2018, the City Council authorized an agreement with Kimley-Horn and Associates, Inc. (Kimley-Horn) to prepare the SSAR research, analysis, and report (Attachment 2).

Local Road Safety Plan Program (LRSP)

In response to new guidelines and direction, Caltrans provided grant funding for local agencies to prepare a Local Road Safety Plan (LRSP) for agencies to address unique roadway safety needs and assist the States SHSP. The LRSP program provides a structure for agencies to systematically identify and analyze safety concerns, recommend improvements, develop partnerships, collaborate, and prioritize improvements and actions. The LRSP is a proactive approach similar to the SSAR. However, the SSAR does not include the additional requirements for a LRSP, including establishing a stakeholder group, gathering public input, and focusing on the 4 E's of traffic safety (Engineering, Enforcement, Education, and Emergency Services). Whereas the SSAR is a systemic study/report, including the template project sheets, that the State strongly recommended agencies develop to support and strengthen their future HSIP grant applications, an LRSP will now be required for future Caltrans and Federal HSIP grant funding programs. This is a change from previous years. Therefore, a comprehensive SSAR/LRSP document meets the future requirements for Federal HSIP funding opportunities (beginning in Cycle 11).

Given this direction from the State, Public Works recommended that the City Council include some components of the LRSP in a combined SSAR/LRSP document. On December 17, 2019, City Council authorized Amendment No. 1 to the agreement with Kimley-Horn to augment the SSAR report to include some components of the new requirements related to the LRSP program (Attachment 2).

In 2019, Caltrans provided agencies additional funding to prepare LRSPs; the initial call-for-projects directed at funding LRSPs for agencies that did not receive SSAR Program funds. In April 2020, Caltrans opened the LRSP grant program to support agencies with SSAR funding to expand the scope. As part of this new funding program, in November 2020, the Public Works Department submitted and received a Caltrans LRSP grant in the amount of \$53,000, with a local match of \$6,000. The City executed the Program Supplement Agreement No. 00076S on December 17, 2020.

The additional funding for the LRSP will ensure the City creates a robust document that includes not only the engineering side and local collision history (SSAR) but also the higher level and broader focus, including public input and trends in the City.

DISCUSSION:

The City has completed the Systemic Safety Analysis and Reporting (SSAR) Program data collection, analysis, and draft final report. The Public Works Department will complete the SSAR document and submit the report to Caltrans to complete the SSAR grant requirements in the next couple of months.

The next steps include the additional components related to the LRSP – community engagement, broader focus on trends, etc. As mentioned, the SSAR Program does not include the additional requirements for an LRSP, including establishing a stakeholder group, gathering public input, and focusing on all 4 E's of traffic safety (Engineering, Enforcement, Education, and Emergency Services). The community engagement and trends will focus on the broader safety concerns across the City and allow staff to combine them with the analysis already performed in the earlier SSAR Program. This will include particularly focusing on items related to driver behavior, enforcement practices, emergency response, and then engineering challenges. Kimley-Horn and the Public Works Department will use the SSAR Program document as the baseline and incorporate the additional LRSP components to create one comprehensive document.

The LRSP grant funding provides funding for City staff time for public engagement, something the SSAR grant did not cover. Public Works will present the combined SSAR/LRSP report to City Council for adoption at a future date per the LRSP grant requirements.

Community Engagement

Public Works will work with the Community Relations Manager to engage the community through virtual public workshops designed to gather input and feedback on the City's roadways and corridors, traffic conditions, and perception of safety. The feedback will be used in the data analysis, site selection and countermeasure process, and report development. Materials and services will be developed in both English and Spanish. Public Works recommends City Council authorize the City Manager to execute Amendment No. 2 to Professional Design Services Agreement with Kimley-Horn and Associates, Inc. to expand upon the LRSP requirements for the Goleta Traffic Safety Study (GTSS) Project (Attachment 3).

FISCAL IMPACTS:

The total estimated cost for the GTSS project with the additional LRSP components is \$340,000 based on the negotiated consultant agreement and Public Works staff time. The following table outlines the estimated costs.

Project Cost Estimates

Project Components	Estimated Costs	Funding Source	Funding Amounts
PW Team*	\$58,599	General Fund	\$15,000
Consultants	\$281,401	Measure A	\$47,000
		SSAR Program Grant	\$225,000
		LRSP Program Grant	\$53,000
Totals	\$340,000	Totals	\$340,000

*Estimated

Project Funding

The GTSS project is currently budgeted in Fiscal Year 2020/21 with an available budget of approximately \$58,915. Public Works is requesting the LRSP funds be accepted and appropriated to Fund 317 (317-90-9089-57070). There are sufficient funds in the Measure A account (205-90-9089-57070) for the required \$6,000 LRSP grant local match. Public Works is recommending reallocating General Fund monies of \$10,216 from the project account (101-90-9089-57070) back to the General Fund (101) fund balance due to sufficient project funds in the Measure A project account.

The table below summarizes the FY 20/21 project budget and remaining available project budget amounts:

Goleta Traffic Safety Study Project (CIP No. 9089) – FY 20/21					
Fund Type	Account	FY 20/21 Current Budget	YTD Actuals/ Encumb.	Additional Approp. Requested	Total Available Budget
General Fund	101-90-9089-57070	\$6*	\$0	\$0	\$6
Measure A	205-90-9089-57070	\$49,393	\$694	\$0	\$48,699
SSARP/LRSP Grant	317-90-9089-57070	\$29,850	\$19,640	\$53,000	\$63,210
Total		\$79,249	\$20,334	\$53,000	\$130,577

*This amount represents unexpended carryover from FY 19/20.

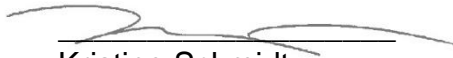
ALTERNATIVES:

Council may elect not to authorize the proposed Amendment No. 2 to Professional Design Services Agreement with Kimley-Horn. This would conclude the contract and the City would wrap-up the SSAR Program document and submit a letter returning the LRSP funds. The City would need to complete a LRSP document in the future prior to applying for future HSIP grant funding. This would delay completion of an almost complete LRSP product, could result in the loss of grant funds awarded to the City, and could jeopardize future grant funding opportunities.

Reviewed By:

Legal Review By:

Approved By:



Kristine Schmidt
Assistant City Manager



Michael Jenkins
City Attorney



Michelle Greene
City Manager

ATTACHMENTS:

1. Map of SSAR Program Study Corridors
2. Agreement for Professional Design Services Between the City of Goleta and Kimley-Horn and Associates, Inc., and Amendment No. 1 to Professional Design Services Between the City of Goleta and Kimley-Horn and Associates, Inc.
3. Amendment No. 2 to Professional Design Services Between the City of Goleta and Kimley-Horn and Associates, Inc.

ATTACHMENT 1

Map of SSAR Program Study Corridors

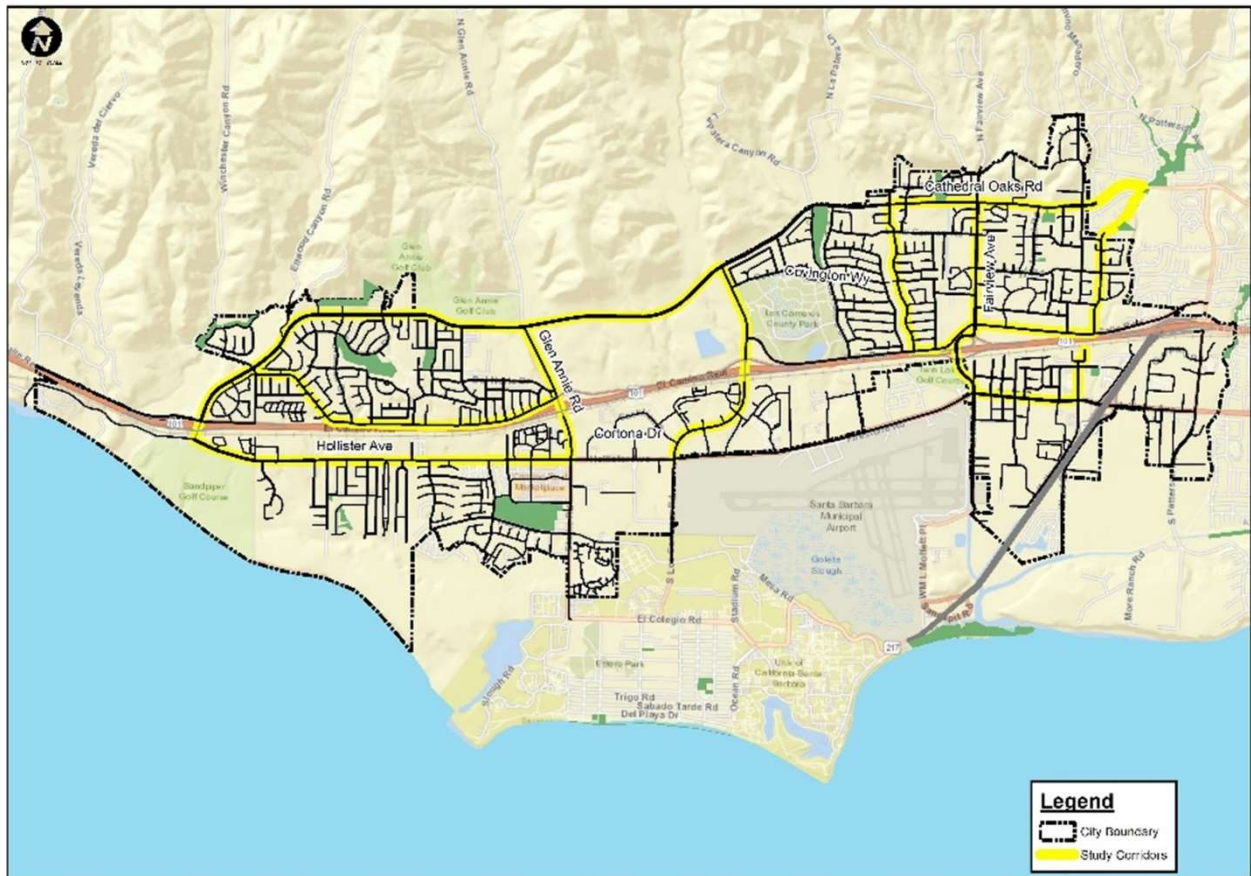


Figure 1 - Map of SSAR Program Study Corridors

ATTACHMENT 2

**Agreement and Amendment No. 1 for Professional Design Services
Between the City of Goleta and Kimley-Horn and Associates, Inc.**

Project Name: Goleta Traffic Safety Study Project

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
BETWEEN THE CITY OF GOLETA
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

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

WHEREAS, the CITY has a need for professional design services for the Goleta Traffic Safety Study Project; and

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

WHEREAS, the CITY noticed a request for proposals and/or qualifications for professional services through a competitive bid process to engineering firms on the City's pre-authorized qualified consultants list for traffic engineering services; and

WHEREAS, Consultant was selected based on their combined score from reviewing the proposals; and

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

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional design support services in conjunction with the Goleta Traffic Safety Study Project. Services shall generally include review of specific crash locations in greater detail for roadway/intersection attributes that are

common to all corridors within the project study area. The project will also identify locations which are experiencing unusually high pedestrian and bicycle collisions, what roadway features are contributing to these collisions, and where similar characteristics occur in the identified corridors, as more particularly set forth in the Scope of Work, attached as Exhibit A, and incorporated herein.

3. COMPENSATION AND PAYMENT

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$218,401 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit B, attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2020, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

4. EXTRA SERVICES

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

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager," as that staff person is designated by CITY from time to time, and who presently is James Winslow, Sr. Project

Engineer. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

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

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by 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 termination date of this agreement.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

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

9. HOLD HARMLESS AND INDEMNITY

(a) Indemnification and Defense for Professional Service. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by CITY in direct

proportion to the CONSULTANT's proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

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

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

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

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

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

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

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

11. RELATIONSHIP OF CONSULTANT TO CITY

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

12. CORRECTIONS

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

13. TERMINATION BY CITY

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

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

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

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

16. WAIVER; REMEDIES CUMULATIVE

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

17. CONFLICT OF INTEREST

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. TAXPAYER IDENTIFICATION NUMBER

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

22. NON-APPROPRIATION OF FUNDS

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

23. MODIFICATION OF AGREEMENT

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

24. USE OF THE TERM "CITY"

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

25. PERMITS AND LICENSES

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

26. CAPTIONS

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

27. AUTHORIZATION

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

28. ENTIRE AGREEMENT BETWEEN PARTIES

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

29. PARTIAL INVALIDITY

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

30. NOTICES

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

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


TO CONSULTANT: Attention: Jason Melchor
Senior Transportation Engineer
Kimley-Horn and Associates, Inc.
660 South Figueroa Street
Suite 2050
Los Angeles, CA 90017

31. **COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES**

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

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

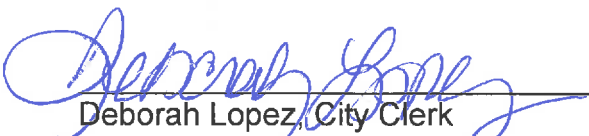
CITY OF GOLETA

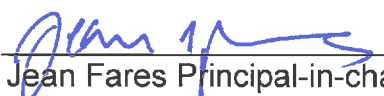

Michelle Greene, City Manager

CONSULTANT

 (PE No. 65218)
Jason Melchor, PE

ATTEST


Deborah Lopez, City Clerk


Jean Fares Principal-in-charge, PE.

APPROVED AS TO FORM


Winnie Cai, Assistant City Attorney

25
KHACA

EXHIBIT A SCOPE OF WORK

Task 1: Project Management

Consultant shall provide the following services for commencement and administration of the project.

Project Kick-Off Meeting

Consultant shall develop an agenda and materials for a kick-off meeting with City staff to discuss the goals of the project, the role of the Consultant and stakeholders, communication protocol, meeting frequency, progress reporting, scheduling and invoicing, key milestones, and what defines success for this project. A summary of the meeting shall be provided with key action items identified.

Budget & Schedule & Quality Control Plan

Consultant shall manage the project budget and schedule. Consultant shall update the project schedule monthly and coordinate the key action items developed from project team meetings.

Consultant shall develop monthly invoices and progress reports for payment and monitoring of the project schedule and budget. The monthly progress report shall include an updated project schedule that identifies potential issues within the monthly progress report.

Consultant shall plan for and provide Quality Control/Quality Assurance (QC/QA), which consists of documenting the monthly progress report, our process whereby deliverables are checked prior to formal submission, and tracking and filing project-related correspondence and memorandum. The QC/QA Manager shall also monitor and review project activities and deliverable schedules.

Project Team Meetings

Monthly Project Team (PT) status meetings shall occur via telephone, using a the Consultant's conference call phone number, to maintain a regular and consistent communication on upcoming tasks, identifying potential risks and challenges to success. Participation in the monthly meetings is anticipated to include the City Project Manager, the Consultant's team Project Manager, and Task Leads as needed. In addition, Consultant shall budget up to six (6) face to face meetings with the PT team to help support the project.

The Consultant shall develop the agenda and prepare a summary of monthly meeting notes. The meeting notes shall not exceed two pages, and shall include a defined list of decisions, actions, and responsible party. The anticipated duration of this project is assumed to be 6 months.

Deliverables:

- *Kick-off Meeting Attendance and Notes*
- *Budget and Schedule, Invoices, Progress Reports (6 Invoices)*
- *Monthly PM Status Meeting and Meeting Notes (6 Meetings)*
- *QA/QC documentation*

Task 2: Document Review:

Consultant shall review the following local City planning efforts:

- Goleta General Plan / Coastal Land Use Plan, Transportation Element, September 2006
- Goleta Bicycle / Pedestrian Master Plan (2018)
- Goleta Complete Streets Policy
- Goleta Non-Motorized Transportation Plan
- California Systemic Safety Analysis Report Program Guidelines
- California Strategic Highway Safety Plan (SHSP)
- Caltrans Complete Streets Implementation Action Plan 2.0
- Caltrans Complete Intersections
- Caltrans Local Roadway Safety Manual
- Caltrans Local Assistance Procedures Manual (LAPM) with current amendments
- Caltrans Local Assistance Procedures (LPP), with current amendments
- Caltrans Standard Plans, current edition
- U.S. Department of Transportation Systemic Safety Project Selection Tool
- Traffic studies impacting study corridors within the last 10 years (supplied by City)

Consultant shall review City staff's existing knowledge by focusing on identifying collision hot spots and recommendations. Consultant shall also review relevant documents to identify key goals and mandates needed for achieving improved safety and accommodation for people walking and biking. The Consultant shall incorporate information and strategies from the following relevant national and statewide documents:

- US DOT Strategic Agenda for Pedestrian and Bicycle Transportation
- California Transportation Plan 2040
- Caltrans Strategic Management Plan 2015-2020
- Caltrans Smart Mobility Framework
- Caltrans State Bicycle & Pedestrian Plan
- Southern California Association of Governments Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS)
- HSIP and SSARP Program Guidelines
- Caltrans Deputy Directive 64-R2
- Caltrans Smart Mobility Framework Implementation Pilot Study (March 2015)
- Caltrans Complete Intersections (2010)
- Caltrans Complete Streets Implementation Action Plan 2.0
- Local Roadway Safety Manual (LRSM)
- Alternative Treatments for At-Grade Pedestrian Crossings (ITE)
- Bicycle Safety-Related Research Synthesis (FHWA)
- BIKESAFE: Bicycle Safety Guide and Countermeasure Selection System
- Countermeasures That Work (NHTSA)
- Design and Safety of Pedestrian Facilities (ITE)
- NACTO Urban Street Design Guide
- Guide for the Development of Bicycle Facilities (American Association of State Highway and Transportation Officials)
- How to develop a Pedestrian Safety Action Plan (FHWA and Pedestrian & Bicycle Information Center (PBIC))

- Improving Conditions for Bicycling and Walking (US Department of Transportation (USDOT))

Project Goals & Objectives

The Consultant shall develop project goals and objectives considering the Caltrans SSARP Guidelines (February 2016), which recognize that this SSAR is for the City to apply an effective approach for addressing safety issues and to identify safety projects to submit for HSIP funding consideration. The team shall also consider national Toward Zero Deaths Initiative, the California SHSP and other national, state, and regional goals for safety, sustainability, mobility and accessibility, and equity.

The draft goals and objectives shall be discussed with City staff. Based on input received on the draft project goals and objectives, the Consultant shall prepare the final project goals and objectives. Consultant shall prepare a technical memorandum summarizing the results of the plan and policy review, as well as the development of the project goals and objectives.

Deliverables:

- **Summary of documents including traffic studies and City policies that impact traffic safety as a matrix**
- **Draft and Final Plan & Policy Review Technical Memorandum**
- **Draft and Final Project Goals & Objectives Technical Memorandum**

Task 3: Data Collection

The Consultant shall conduct a field review to gain an understanding of the City's roadway network and to collect roadway classification, types of users, travel patterns, roadway width, speed, traffic volumes, curves, and traffic control types. Review of digital imagery such as aerial photography and/or "street view" may be used to supplement but not replace field review. Consultant shall utilize this information to determine priorities and identify where countermeasures can be applied appropriately.

Utilizing the services of Crossroads, Consultant shall collect readily available collision data on the study corridors for all crash types including vehicle, bicycle, and pedestrian involved. The most recent set of five-year collision data shall be used for trend analysis for development of the SSARP.

Average daily traffic volumes shall be collected from existing data sources provided by the City including recent traffic studies. The Consultant shall compile traffic counts into a GIS database and shall associate roadway links with their historical traffic volumes. The City of Goleta Travel Demand Model shall be used to assign volume assumptions to roadways that have no recent count information. Smaller roadways shall be assigned a default volume assumption according to their functional classification and nearby counts.

Additional counts shall be conducted in coordination with City staff to fill in any critical missing roadways up to the proposed count budget.

Deliverables:

- **Summary of Data Collection**
- **Summary of ADT data in GIS and tabular format**

Task 4: Collision and Roadway Data Analysis

City of Goleta
PWD and Kimley-Horn and Associates
Page 13 of 19

Subconsultant shall implement a data-driven approach to analyze crash patterns and trends in the City using the SWITRS dataset. Since SWITRS requires at least a year to process the latest data submitted by law enforcement, Crossroads shall construct a dataset using the 2017 data reported by the Police Department. Crossroads shall prepare descriptive statistics providing cross-tabulations on the number of collisions with a focus on injury (severe and non-severe) and fatality totals. Crossroads shall also study correlations between collisions with other environmental variables captured in the SWITRS reports such as the time of day, weather, roadway conditions, and behavioral factors. This data shall be included in a point-based Shapefile (GIS), which shall be used to create a map displaying the location of each collision. The historical data shall be used to derive collision risk factors for the entire network.

Crossroads shall extract a subset of the data to supplement the SWITRS data analysis with actual police department reports if available from City or police department sources. The reports shall be used in field audits of the collision scene to help the analysis further understand how the data is compiled and highlight any possible details that could be lost, as the records across the state are standardized into the SWITRS dataset format. Crossroads assume a review of up to 5 collision records from local police departments that reference the unique Case ID value in the SWITRS dataset.

Roadway Analysis

Once the collision locations in the SWITRS dataset has been mapped in GIS, Consultant shall explore how the collisions are related spatially with respect to the roadway characteristics and data attributes such as traffic volume and intersection control. Additionally, Consultant shall add other GIS layers to study spatial relationships between collisions at bikeway facilities, transit routes and facilities, sidewalk conditions and pedestrian activity centers such as schools and public institutions.

Once Consultant shall create a point-based shapefile (GIS) of each collision location from the SWITRS dataset, Consultant shall use a spatial join in GIS to intersect the locations with the network. The intersection between the two layers shall allow us to classify each collision by network attributes such as the classification, number of lanes and Average Annual Daily Traffic (AADT). Using the network and a local roadway shapefile, Consultant shall create a system of nodes to classify intersection by type (signalized or unsignalized and by size – small, medium, or large). Where collision locations are not located at a node, Consultant shall focus on collisions at mid-block locations and cross check the SWITRS dataset to understand the nature and potential causes of crashes. Consultant shall conduct a city-wide network screening process to establish critical crash rate thresholds that are typical within the city and to highlight intersections and roadway segments where crash activity is either higher than expected for the facility type and traffic volume or where the types of crashes have an unusual pattern that might help to identify a clear causal factor.

Consultant shall maintain geometric information for the roadways (length, posted speed, travel lanes, etc.) using the network shapefile. With the aid of publicly available or City provided aerial photography, Consultant shall observe and verify on the ground conditions. The roadway characteristics coded in the network shall be used in the spatial analysis to help identify risk factors for collisions. Additionally, Consultant shall overlay the collision locations with other spatial layers to better understand how collisions are related to other transportation network facilities, as well as land use and demographic datasets.

Issues Identification

Consultant shall identify collision risk factors at a systemic level based on the data analysis and methods in the above tasks. Focusing on locations with the clearest patterns shall likely lead the team to a set of countermeasures that can be implemented at other locations throughout the City where similar roadway characteristics exist, regardless of collision history. Consultant shall synthesize the data into collision rates that indicate whether the incidence of collision types and severity have a correlation with:

- Roadway characteristics such as the intersection type, pavement conditions, and geometrics
- Temporal characteristics such as the day of week, time of day, and seasonality
- Behavioral characteristics such as forms of impairment, distraction, traffic violation factors, vehicular operations, and pedestrian movements
- Proximity to transit, active transportation facilities and activity centers
- Socioeconomic indicators stratified by population levels, income, age, and access to an automobile

Consultant shall use data visualizations to convey technical findings to a wide variety of audiences. Due to the spatial nature of collision analysis, Consultant shall leverage GIS effectively to help both technical and non-technical staff to understand important trends and patterns that could be driving collision rates. Consultant shall develop infographics and summary charts and tables that allow users to quickly drill-down into the data.

Based on the crash data and roadway analysis, Consultant shall develop a risk factor analysis that ranks locations for the potential for crashes with factors in addition to crashes. The risk factor analysis is a critical component to proactively identify sites for improvement as part of a systemic approach. The risk factor analysis shall be statistically validated by the crash data and roadway analysis input and presented to the PDT for review and acceptance.

The risk factor analysis shall be used to identify key safety issues that need to be addressed by displaying the disaggregated data for technical staff, public officials, and the public.

Deliverables:

- Traffic Count Data Collection Sheets
- Collision Data Summary Tables
- Draft and Final Crash Analysis and GIS Crash Data Layer (raw & post-processed)
- Draft and Final Roadway Analysis
- Draft and Final Issues Identification

Task 5: Countermeasure Selection

A toolbox of countermeasures aimed at protecting pedestrians shall be developed along with a decision tree to match pedestrian crash types and roadway characteristics with a shortlist of the most likely countermeasures for a given local or systematic issue. The toolbox shall also provide planning level cost assumptions for the countermeasures along with their most up-to-date crash modification factors to simplify the process of determining which measure would be the most cost-effective.

The countermeasure evaluation process shall be applied to the locations visited in Task 6 to identify the project alternatives that would provide the greatest safety benefit.

Infrastructure Recommendations

Based on the common geometric, operational, or other trends identified from the crash analysis, countermeasures shall be identified for potential implementation with nationally documented CMFs. Lower cost improvements addressing documented safety needs shall be prioritized to align with goals for high benefit/cost (B/C) ratios. Additionally, a summary matrix shall consider additional criteria for potential use such as ease of implementation, cost, and potential community impacts.

The Caltrans LRSM and FHWA CMF Clearinghouse website shall be used to identify the most appropriate countermeasures to mitigate specific crash types. A preliminary list of potential countermeasures shall be developed based on the Caltrans LRSM to address active transportation safety issues.

Where the Caltrans LRSM nor FHWA CMF Clearinghouse do not include countermeasures applicable to address countermeasures for Santa Barbara County-specific trends, the Consultant shall supplement the list with additional infrastructure solutions. Where additional countermeasures are identified, a CMF shall be approximated based on comparison to other countermeasures and our engineering judgement. The study shall note if additional countermeasures are identified but are not eligible in Caltrans' local HSIP calls for projects.

After the countermeasures are selected for specific issues, the process shall be defined on how agencies shall use a Project Selection Decision Tree for the highest scoring locations in the risk factor analysis. The Project Selection Decision Tree shall be developed to define the procedure for agencies to select projects.

Non-Infrastructure Recommendations

Using the data analysis from previous tasks and our experience with national best practices and knowledge of local non-infrastructure counter measures, Consultant shall identify a list of non-infrastructure counter measures for the City that shall include strategies for reducing crashes through education, enforcement and/or emergency response. A technical memorandum shall be provided that summarizes the background information, specific counter measures, implementation strategies and anticipated effectiveness of the non-infrastructure recommendations.

Prioritization Process

The Consultant shall work with the City to develop a prioritization process. The prioritization process shall create separate categories for different funding sources and/or facility types, different timeframes (short, medium or long term) and use anticipated crash reduction, benefit/cost or other similar factors. After receiving initial direction from the City on the prioritization process, Consultant shall develop a technical memorandum summarizing the proposed prioritization process. The prioritization process shall be revised to incorporate City comments prior to creating the preliminary prioritized list. The memorandum shall be updated to include the prioritization process and the prioritized list of projects.

Within the prioritization, the Consultant shall prepare a unit cost estimate for application of each of the countermeasures including estimated project development, administration, environmental, right-of-way, and construction costs. The Consultant shall utilize the Template for Detailed Engineer's Estimate and Cost Breakdown by Countermeasure included on the HSIP application website.

Deliverables:

- Countermeasures toolbox (spreadsheet based)
- Technical memorandum: Countermeasure Selection Users Guide
- Draft and Final Project Prioritization Summary Memorandum

Task 6: Develop Safety Projects

Consultant shall conduct a benefit/cost analysis for project alternatives to generate a list of project recommendations. The number of project recommendations shall be dependent on the crash patterns and location selected for project template development. The benefits shall be associated with the cost to society of crashes that would be prevented by the project, while the cost would be a planning level estimate of the construction and maintenance for the project over a 20-year life span. This benefit/cost approach is designed to support future grant applications for HSIP and SB 1 funding as well as other competitive programs. The Benefit-Cost analysis shall be compatible with CalB/C to aid future work on grant applications.

Template Project Sheets

As the SSAR is a systemic study, template project sheets shall be developed at up to ten representative locations to provide benefit, costs, and B/C ratios to better support future agency grant applications under the HSIP program. Consultant shall work with City staff and the PDT to develop five example locations before developing the template project sheets. Additionally, the Consultant shall provide examples of prioritization criteria.

The Consultant shall work with the PDT to identify opportunities for project specific implementation, develop an action plan, and provide guidance for securing funding to address recommendations and achieve the goals and objectives identified for the SSAR.

Deliverables:

- Technical memorandum: Benefit / Cost Analysis and Recommended Project List
- Draft and Final Ten Template Project Sheets

Task 7: Stakeholder and Public Involvement**City Council Meetings**

Four meetings shall occur with the City Council including:

- #1 – Consultant contracting
- #2 – Draft Systematic Safety Analysis Report
- #3 – Revised Systematic Safety Analysis Report
- #4 – Systematic Safety Analysis Report Adoption

These meetings shall be open to and advertised to the public and shall provide a forum for interested party input.

Public Workshops

Two public workshops shall be held as part of this project. The first workshop shall be held concurrently with the network screening process to collect information from the public on locations and traffic conditions that they feel are unsafe that they would like this study to address. Their input shall be documented and considered as part of the site selection process in Task 6. The second workshop shall occur once the sites have been selected and an initial investigation has been conducted into the crash history and potential crash patterns. The workshop would have

City of Goleta

PWD and Kimley-Horn and Associates

Page 17 of 19

two components. The first would be to discuss the high-level project findings, the site selection process, and an overview of what Consultant shall be looking for at the selected sites to determine potential projects to recommend. The second component would be a guided tour of the selected sites with City staff, law enforcement, and interested members of the public. The optimal group size for the field review would be 12 or less. If more people wish to attend, it may be necessary to divide the field visit into two groups.

Task 8: Final SSAR Report

The results of prior tasks shall be incorporated into an administrative draft report for review by the City, then a draft report for review by the PDT. The report shall outline the process for developing the SSAR and the recommendations. The report shall be responsive to and address the City's Vision Zero goals. As required by the grant guidelines, the SSAR shall include an executive summary, engineer's seal and signature, and protection of data from discovery and admissions and in accordance with the Caltrans SSARP Guidelines:

- Executive Summary
- Engineer's Seal
- Introduction
- Statement of Protection of Data from Discovery and Admissions
- Safety Data Utilized (Collision, Volume, Roadway)
- Data Analysis Techniques and Results
- Highest Occurring Collision Types
- High-Risk Corridors and Intersections (Collision History and Roadway Characteristics)
- Countermeasures Identified to Address the Safety Issues
- Viable Project Scopes and Prioritized List of Safety Projects
- Attachments and Supporting Documentation

The Consultant shall revise the draft based on comments compiled and provided by City staff. The final report shall be distributed to the PDT, with a presentation summarizing the report.

Based on the final report, the Consultant shall develop a summary presentation that details the process for developing the SSAR, the recommendations, next steps, and call to action.

The Consultant shall develop a QC/QA checklist specifically for all project deliverables on this project that shall be completed by an internal independent reviewer and included with the draft and final report submittal.

Deliverables:

- Draft Systematic Safety Analysis Report
- Response to comments
- Final Systematic Safety Analysis Report

**EXHIBIT B
SCHEDULE OF FEES**

Classification	Direct Rate	Billing Rate/Loaded Rate
Mike Colety – QA/QC Sr. Prof. II	\$79.34	\$259.63
Jean Fares – Principal in Charge Sr. Prof. II	\$84.62	\$276.90
Jason Melchor – Project Manager Sr. Prof. I	\$62.26	\$203.73
Darryl dePencier – Professsional II	\$49.04	\$160.47
Chelsey Cooper – Professional I	\$40.64	\$132.99
Yiota Georgalis – Professional I	\$37.26	\$121.93
Analyst	\$34.44	\$112.70
Project Support	\$44.00	\$143.98
Admin	\$29.94	\$97.97

**AMENDMENT NO. 1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

This **Amendment No. 1** to a PROFESSIONAL DESIGN SERVICES by and between the **City of Goleta**, a municipal corporation ("City") **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina Corporation ("Consultant") dated December 4, 2018 ("Agreement," Agreement No. 2018-126) is made this 17 day of December 2019.

RECITALS

WHEREAS, this Agreement is for the professional engineering services in conjunction with the Goleta Traffic Safety Study (GTSS) Project and contains a not-to-exceed amount of \$218,401; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of twenty thousand dollars (\$20,000) for additional tasks for traffic count data for various Capital Improvement Program Projects; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 30, 2020; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2022; 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 including incorporating the Local Road Safety Plan (LRSP) elements into the final document and collecting additional traffic count turning volumes as more

WHEREAS, the City Council approved this Amendment No. 1, on this 3rd day of December, 2019.

AMENDED TERMS

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

1. **Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$20,000 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 \$238,401 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit B, attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2022, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT

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

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

The term of this Agreement is from the date first written above to June 30, 2022, 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 "Scope of Work" with **Exhibit A-1 "Scope of Work"** attached hereto and incorporated herein.

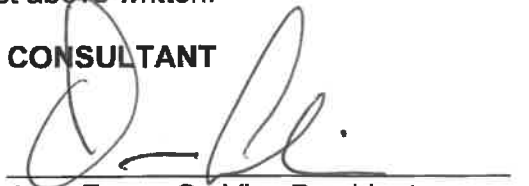
4. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

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

CITY OF GOLETA

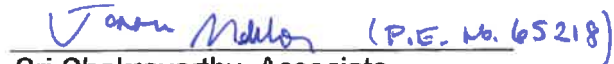

Michelle Greene, City Manager

CONSULTANT


~~Jean Fares, Sr. Vice President~~
Darren Adrian, Vice President

ATTEST:


Deborah Lopez, City Clerk

 (P.E. No. 65218)
~~Sri Chakravarthy, Associate~~
Jason Melchor, Associate

APPROVED AS TO FORM


Winnie Cai, Assistant City Attorney

Exhibit A-1 Scope of Work

Task 1: Project Management

Consultant shall provide the following services for commencement and administration of the project.

Project Kick-Off Meeting

Consultant shall develop an agenda and materials for a kick-off meeting with City staff to discuss the goals of the project, the role of the Consultant and stakeholders, communication protocol, meeting frequency, progress reporting, scheduling and invoicing, key milestones, and what defines success for this project. A summary of the meeting shall be provided with key action items identified.

Budget & Schedule & Quality Control Plan

Consultant shall manage the project budget and schedule. Consultant shall update the project schedule monthly and coordinate the key action items developed from project team meetings.

Consultant shall develop monthly invoices and progress reports for payment and monitoring of the project schedule and budget. The monthly progress report shall include an updated project schedule that identifies potential issues within the monthly progress report.

Consultant shall plan for and provide Quality Control/Quality Assurance (QC/QA), which consists of documenting the monthly progress report, our process whereby deliverables are checked prior to formal submission, and tracking and filing project-related correspondence and memorandum. The QC/QA Manager shall also monitor and review project activities and deliverable schedules.

Project Team Meetings

Monthly Project Team (PT) status meetings shall occur via telephone, using the Consultant's conference call phone number, to maintain a regular and consistent communication on upcoming tasks, identifying potential risks and challenges to success. Participation in the monthly meetings is anticipated to include the City Project Manager, the Consultant's team Project Manager, and Task Leads as needed. In addition, Consultant shall budget up to six (6) face to face meetings with the PT team to help support the project.

The Consultant shall develop the agenda and prepare a summary of monthly meeting notes. The meeting notes shall not exceed two pages, and shall include a defined list of decisions, actions, and responsible party. The anticipated duration of this project is assumed to be 6 months.

Deliverables:

- **Kick-off Meeting Attendance and Notes**
- **Budget and Schedule, Invoices, Progress Reports (6 Invoices)**
- **Monthly PM Status Meeting and Meeting Notes (6 Meetings)**
- **QA/QC documentation**

Task 2: Document Review:

Consultant shall review the following local City planning efforts:

- Goleta General Plan / Coastal Land Use Plan, Transportation Element, September 2006
- Goleta Bicycle / Pedestrian Master Plan (2018)
- Goleta Complete Streets Policy
- Goleta Non-Motorized Transportation Plan
- California Systemic Safety Analysis Report Program Guidelines
- California Strategic Highway Safety Plan (SHSP)
- Caltrans Complete Streets Implementation Action Plan 2.0
- Caltrans Complete Intersections
- Caltrans Local Roadway Safety Manual
- Caltrans Local Assistance Procedures Manual (LAPM) with current amendments
- Caltrans Local Assistance Procedures (LPP), with current amendments
- Caltrans Standard Plans, current edition
- U.S. Department of Transportation Systemic Safety Project Selection Tool
- Traffic studies impacting study corridors within the last 10 years (supplied by City)

Consultant shall review City staff's existing knowledge by focusing on identifying collision hot spots and recommendations. Consultant shall also review relevant documents to identify key goals and mandates needed for achieving improved safety and accommodation for people walking and biking. The Consultant shall incorporate information and strategies from the following relevant national and statewide documents:

- US DOT Strategic Agenda for Pedestrian and Bicycle Transportation
- California Transportation Plan 2040
- Caltrans Strategic Management Plan 2015-2020
- Caltrans Smart Mobility Framework
- Caltrans State Bicycle & Pedestrian Plan
- Southern California Association of Governments Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS)
- HSIP and SSARP Program Guidelines
- Caltrans Deputy Directive 64-R2
- Caltrans Smart Mobility Framework Implementation Pilot Study (March 2015)
- Caltrans Complete Intersections (2010)
- Caltrans Complete Streets Implementation Action Plan 2.0
- Local Roadway Safety Manual (LRSM)
- Alternative Treatments for At-Grade Pedestrian Crossings (ITE)
- Bicycle Safety-Related Research Synthesis (FHWA)
- BIKESAFE: Bicycle Safety Guide and Countermeasure Selection System
- Countermeasures That Work (NHTSA)
- Design and Safety of Pedestrian Facilities (ITE)
- NACTO Urban Street Design Guide
- Guide for the Development of Bicycle Facilities (American Association of State Highway and Transportation Officials)
- How to develop a Pedestrian Safety Action Plan (FHWA and Pedestrian & Bicycle Information Center (PBIC))
- Improving Conditions for Bicycling and Walking (US Department of Transportation (USDOT))

City of Goleta

Amendment No. 1 to Agreement No. 2018-126

Page 5 of 14

Project Goals & Objectives

The Consultant shall develop project goals and objectives considering the Caltrans SSARP Guidelines (February 2016), which recognize that this SSAR is for the City to apply an effective approach for addressing safety issues and to identify safety projects to submit for HSIP funding consideration. The team shall also consider national Toward Zero Deaths Initiative, the California SHSP and other national, state, and regional goals for safety, sustainability, mobility and accessibility, and equity.

The draft goals and objectives shall be discussed with City staff. Based on input received on the draft project goals and objectives, the Consultant shall prepare the final project goals and objectives. Consultant shall prepare a technical memorandum summarizing the results of the plan and policy review, as well as the development of the project goals and objectives.

Deliverables:

- **Summary of documents including traffic studies and City policies that impact traffic safety as a matrix**
- **Draft and Final Plan & Policy Review Technical Memorandum**
- **Draft and Final Project Goals & Objectives Technical Memorandum**

Task 3: Data Collection

The Consultant shall conduct a field review to gain an understanding of the City's roadway network and to collect roadway classification, types of users, travel patterns, roadway width, speed, traffic volumes, curves, and traffic control types. Review of digital imagery such as aerial photography and/or "street view" may be used to supplement but not replace field review. Consultant shall utilize this information to determine priorities and identify where countermeasures can be applied appropriately.

Utilizing the services of Crossroads, Consultant shall collect readily available collision data on the study corridors for all crash types including vehicle, bicycle, and pedestrian involved. The most recent set of five-year collision data shall be used for trend analysis for development of the SSARP.

Average daily traffic volumes shall be collected from existing data sources provided by the City including recent traffic studies. The Consultant shall compile traffic counts into a GIS database and shall associate roadway links with their historical traffic volumes. The City of Goleta Travel Demand Model shall be used to assign volume assumptions to roadways that have no recent count information. Smaller roadways shall be assigned a default volume assumption according to their functional classification and nearby counts.

Additional counts shall be conducted in coordination with City staff to fill in any critical missing roadways up to the proposed count budget.

Average Daily Traffic (ADT) count locations include:

Roadway	Between	
Cathedral Oaks Rd	Brandon Dr	Evergreen Dr
Cathedral Oaks Rd	Glen Annie Rd	Los Carneros Rd
Glen Annie Rd	Cathedral Oaks Rd	Calle Real
Cathedral Oaks Rd	Santa Marguerita Dr	Fairview Ave
Fairview Ave	Stow Canyon Rd	Berkeley Rd
Calle Real	Encina Ln	Kingston Ave
Hollister Ave	Rutherford St	Kellogg Wy/Kinman Ave
Fairview Ave	US-101 SB	Hollister Ave
Hollister Ave	Cortona Dr	Coromar Dr
Los Carneros Rd	Cremona Dr	Raytheon Dr
Calle Real	Los Carneros Rd	La Patera Ln
Calle Real	San Rossano Dr	Ellwood Station Rd
Hollister Ave	Santa Barbara Shores Dr	Palo Alto Dr
Storke Rd	Phelps Rd	Whittier Dr

Turning movement, bicycle, and pedestrian counts include:

Street	Cross-Street
Calle Real	US-101 SB
Cathedral Oaks Rd	Glen Annie Rd
Calle Real	Kellogg Ave
Los Carneros Rd	US-101 NB
Los Carneros Rd	US-101 SB
Hollister Ave	Patterson Ave
Hollister Ave	Cathedral Oaks Rd
Cathedral Oaks Rd	Calle Real
Cathedral Oaks Rd	Winchester Canyon Rd
Storke Rd	Santa Felicia Dr
Los Carneros Rd	Calle Real
Los Carneros Rd	Cathedral Oaks Rd
Cathedral Oaks Rd	Fairview Ave
Fairview Ave	US-101 SB
Calle Real	Glen Annie Rd/US-101 NB
Los Carneros Rd	Hollister Ave
Patterson Ave	US-101 SB
Patterson Ave	US-101 NB
Los Carneros	Calle Koral
Patterson Ave	Overpass Rd

Deliverables:

- Summary of Data Collection
- Summary of ADT data in GIS and tabular format

Task 4: Collision and Roadway Data Analysis

Subconsultant shall implement a data-driven approach to analyze crash patterns and trends in the City using the SWITRS dataset. Since SWITRS requires at least a year to process the latest data submitted by law enforcement, Crossroads shall construct a dataset using the 2017 data reported by the Police Department. Crossroads shall prepare descriptive statistics providing cross-tabulations on the number of collisions with a focus on injury (severe and non-severe) and fatality totals. Crossroads shall also study correlations between collisions with other environmental variables captured in the SWITRS reports such as the time of day, weather, roadway conditions, and behavioral factors. This data shall be included in a point-based Shapefile (GIS), which shall be used to create a map displaying the location of each collision. The historical data shall be used to derive collision risk factors for the entire network.

Crossroads shall extract a subset of the data to supplement the SWITRS data analysis with actual police department reports if available from City or police department sources. The reports shall be used in field audits of the collision scene to help the analysis further understand how the data is compiled and highlight any possible details that could be lost, as the records across the state are standardized into the SWITRS dataset format. Crossroads assume a review of up to 5 collision records from local police departments that reference the unique Case ID value in the SWITRS dataset.

Roadway Analysis

Once the collision locations in the SWITRS dataset has been mapped in GIS, Consultant shall explore how the collisions are related spatially with respect to the roadway characteristics and data attributes such as traffic volume and intersection control. Additionally, Consultant shall add other GIS layers to study spatial relationships between collisions at bikeway facilities, transit routes and facilities, sidewalk conditions and pedestrian activity centers such as schools and public institutions.

Once Consultant shall create a point-based shapefile (GIS) of each collision location from the SWITRS dataset, Consultant shall use a spatial join in GIS to intersect the locations with the network. The intersection between the two layers shall allow us to classify each collision by network attributes such as the classification, number of lanes and Average Annual Daily Traffic (AADT). Using the network and a local roadway shapefile, Consultant shall create a system of nodes to classify intersection by type (signalized or unsignalized and by size – small, medium, or large). Where collision locations are not located at a node, Consultant shall focus on collisions at mid-block locations and cross check the SWITRS dataset to understand the nature and potential causes of crashes. Consultant shall conduct a city-wide network screening process to establish critical crash rate thresholds that are typical within the city and to highlight intersections and roadway segments where crash activity is either higher than expected for the facility type and traffic volume or where the types of crashes have an unusual pattern that might help to identify a clear causal factor.

Consultant shall maintain geometric information for the roadways (length, posted speed, travel lanes, etc.) using the network shapefile. With the aid of publicly available or City provided aerial photography, Consultant shall observe and verify on the ground conditions. The roadway characteristics coded in the network shall be used in the spatial analysis to help identify risk factors for collisions. Additionally, Consultant shall overlay the collision locations with other spatial layers to better understand how collisions are related to other transportation network facilities, as well as land use and demographic datasets.

Issues Identification

Consultant shall identify collision risk factors at a systemic level based on the data analysis and methods in the above tasks. Focusing on locations with the clearest patterns shall likely lead the team to a set of countermeasures that can be implemented at other locations throughout the City where similar roadway characteristics exist, regardless of collision history. Consultant shall synthesize the data into collision rates that indicate whether the incidence of collision types and severity have a correlation with:

- Roadway characteristics such as the intersection type, pavement conditions, and geometrics
- Temporal characteristics such as the day of week, time of day, and seasonality
- Behavioral characteristics such as forms of impairment, distraction, traffic violation factors, vehicular operations, and pedestrian movements
- Proximity to transit, active transportation facilities and activity centers
- Socioeconomic indicators stratified by population levels, income, age, and access to an automobile

Consultant shall use data visualizations to convey technical findings to a wide variety of audiences. Due to the spatial nature of collision analysis, Consultant shall leverage GIS effectively to help both technical and non-technical staff to understand important trends and patterns that could be driving collision rates. Consultant shall develop infographics and summary charts and tables that allow users to quickly drill-down into the data.

Based on the crash data and roadway analysis, Consultant shall develop a risk factor analysis that ranks locations for the potential for crashes with factors in addition to crashes. The risk factor analysis is a critical component to proactively identify sites for improvement as part of a systemic approach. The risk factor analysis shall be statistically validated by the crash data and roadway analysis input and presented to the PDT for review and acceptance.

The risk factor analysis shall be used to identify key safety issues that need to be addressed by displaying the disaggregated data for technical staff, public officials, and the public.

Deliverables:

- **Traffic Count Data Collection Sheets**
- **Collision Data Summary Tables**
- **Draft and Final Crash Analysis and GIS Crash Data Layer (raw & post-processed)**
- **Draft and Final Roadway Analysis**
- **Draft and Final Issues Identification**

Task 5: Countermeasure Selection

A toolbox of countermeasures aimed at protecting pedestrians shall be developed along with a decision tree to match pedestrian crash types and roadway characteristics with a shortlist of the most likely countermeasures for a given local or systematic issue. The toolbox shall also provide planning level cost assumptions for the countermeasures along with their most up-to-date crash modification factors to simplify the process of determining which measure would be the most cost-effective.

The countermeasure evaluation process shall be applied to the locations visited in Task 6 to identify the project alternatives that would provide the greatest safety benefit.

Infrastructure Recommendations

Based on the common geometric, operational, or other trends identified from the crash analysis, countermeasures shall be identified for potential implementation with nationally documented CMFs. Lower cost improvements addressing documented safety needs shall be prioritized to align with goals for high benefit/cost (B/C) ratios. Additionally, a summary matrix shall consider additional criteria for potential use such as ease of implementation, cost, and potential community impacts.

The Caltrans LRSM and FHWA CMF Clearinghouse website shall be used to identify the most appropriate countermeasures to mitigate specific crash types. A preliminary list of potential countermeasures shall be developed based on the Caltrans LRSM to address active transportation safety issues.

Where the Caltrans LRSM nor FHWA CMF Clearinghouse do not include countermeasures applicable to address countermeasures for Santa Barbara County-specific trends, the Consultant shall supplement the list with additional infrastructure solutions. Where additional countermeasures are identified, a CMF shall be approximated based on comparison to other countermeasures and our engineering judgement. The study shall note if additional countermeasures are identified but are not eligible in Caltrans' local HSIP calls for projects.

After the countermeasures are selected for specific issues, the process shall be defined on how agencies shall use a Project Selection Decision Tree for the highest scoring locations in the risk factor analysis. The Project Selection Decision Tree shall be developed to define the procedure for agencies to select projects.

Non-Infrastructure Recommendations

Using the data analysis from previous tasks and our experience with national best practices and knowledge of local non-infrastructure counter measures, Consultant shall identify a list of non-infrastructure counter measures for the City that shall include strategies for reducing crashes through education, enforcement and/or emergency response. A technical memorandum shall be provided that summarizes the background information, specific counter measures, implementation strategies and anticipated effectiveness of the non-infrastructure recommendations.

Prioritization Process

The Consultant shall work with the City to develop a prioritization process. The prioritization process shall create separate categories for different funding sources and/or facility types, different timeframes (short, medium or long term) and use anticipated crash reduction, benefit/cost or other similar factors. After receiving initial direction from the City on the prioritization process, Consultant shall develop a technical memorandum summarizing the proposed prioritization process. The prioritization process shall be revised to incorporate City comments prior to creating the preliminary prioritized list. The memorandum shall be updated to include the prioritization process and the prioritized list of projects.

Within the prioritization, the Consultant shall prepare a unit cost estimate for application of each of the countermeasures including estimated project development, administration, environmental, right-of-way, and construction costs. The Consultant shall utilize the Template for Detailed Engineer's Estimate and Cost Breakdown by Countermeasure included on the HSIP application website.

Deliverables:

- **Countermeasures toolbox (spreadsheet based)**
- **Technical memorandum: Countermeasure Selection Users Guide**
- **Draft and Final Project Prioritization Summary Memorandum**

Task 6: Develop Safety Projects

Consultant shall conduct a benefit/cost analysis for project alternatives to generate a list of project recommendations. The number of project recommendations shall be dependent on the crash patterns and location selected for project template development. The benefits shall be associated with the cost to society of crashes that would be prevented by the project, while the cost would be a planning level estimate of the construction and maintenance for the project over a 20-year life span. This benefit/cost approach is designed to support future grant applications for HSIP and SB 1 funding as well as other competitive programs. The Benefit-Cost analysis shall be compatible with CalB/C to aid future work on grant applications.

Template Project Sheets

As the SSAR is a systemic study, template project sheets shall be developed at up to ten representative locations to provide benefit, costs, and B/C ratios to better support future agency grant applications under the HSIP program. Consultant shall work with City staff and the PDT to develop five example locations before developing the template project sheets. Additionally, the Consultant shall provide examples of prioritization criteria.

The Consultant shall work with the PDT to identify opportunities for project specific implementation, develop an action plan, and provide guidance for securing funding to address recommendations and achieve the goals and objectives identified for the SSAR.

Deliverables:

- **Technical memorandum: Benefit / Cost Analysis and Recommended Project List**
- **Draft and Final Ten Template Project Sheets**

Task 7: Stakeholder and Public Involvement

City Council Meetings

Four meetings shall occur with the City Council including:

- #1 – Consultant contracting
- #2 – Draft Systematic Safety Analysis Report
- #3 – Revised Systematic Safety Analysis Report
- #4 – Systematic Safety Analysis Report Adoption

These meetings shall be open to and advertised to the public and shall provide a forum for interested party input.

Public Workshops

Two public workshops shall be held as part of this project. The first workshop shall be held concurrently with the network screening process to collect information from the public on locations and traffic conditions that they feel are unsafe that they would like this study to address. Their input shall be documented and considered as part of the site selection process in Task 6. The second workshop shall occur once the sites have been selected and an initial investigation has been conducted into the crash history and potential crash patterns. The workshop would have two components. The first would be to discuss the high-level project findings, the site selection process, and an overview of what Consultant shall be looking for at the selected sites to determine potential projects to recommend. The second component would be a guided tour of the selected sites with City staff, law enforcement, and interested members of the public. The optimal group size for the field review would be 12 or less. If more people wish to attend, it may be necessary to divide the field visit into two groups.

Task 8: Final SSAR Report

The results of prior tasks shall be incorporated into an administrative draft report for review by the City, then a draft report for review by the PDT. The report shall outline the process for developing the SSAR and the recommendations. The report shall be responsive to and address the City's Vision Zero goals. As required by the grant guidelines, the SSAR shall include an executive summary, engineer's seal and signature, and protection of data from discovery and admissions and in accordance with the Caltrans SSARP Guidelines:

- Executive Summary
- Engineer's Seal
- Introduction
- Statement of Protection of Data from Discovery and Admissions
- Safety Data Utilized (Collision, Volume, Roadway)
- Data Analysis Techniques and Results
- Highest Occurring Collision Types
- High-Risk Corridors and Intersections (Collision History and Roadway Characteristics)
- Countermeasures Identified to Address the Safety Issues
- Viable Project Scopes and Prioritized List of Safety Projects
- Attachments and Supporting Documentation

The Consultant shall revise the draft based on comments compiled and provided by City staff. The final report shall be distributed to the PDT, with a presentation summarizing the report.

Based on the final report, the Consultant shall develop a summary presentation that details the process for developing the SSAR, the recommendations, next steps, and call to action.

The Consultant shall develop a QC/QA checklist specifically for all project deliverables on this project that shall be completed by an internal independent reviewer and included with the draft and final report submittal.

Deliverables:

- **Draft Systematic Safety Analysis Report**
- **Response to comments**
- **Final Systematic Safety Analysis Report**

Task 9: Local Road Safety Plan Additional Work

Incorporate the Local Road Safety Plan (LRSP) into the SSARP document as a separate section. Tasks include:

- Draft LRSP vision,
- Draft LRSP goals,
- Develop list of Safety Partners – Select and Identify partners that will be able to provide advice in acquiring and analyzing data, selecting emphasis areas, developing safety strategies, and implementing the final plan. For example, County Sheriff's Department, local school, County Public Health Department, community groups, local medical professionals, etc.

Emphasis Areas

Up to three emphasis areas will be identified for the City based on historical crash trends. The emphasis areas will target specific crash factors that are over-represented in the City, which could in turn lead to better citywide safety performance if they were addressed. Emphasis areas could target collision types, driver behaviors, enforcement or educational objectives, roadway or intersection characteristics, or other attributes that might contribute to or be indicators of elevated crash activity. Where possible, emphasis areas will be aligned with Caltrans challenge areas to maximize opportunities for participation in state funding programs and initiatives.

The emphasis area report sections will follow the outline below:

Description of Emphasis Area: (What is the problem? Why is this emphasis area strategic?)

- Describe the emphasis area so that an outside reader could understand why emphasis is being placed on this category of incidents.
- Provide a detailed description of exactly what types of incidents the emphasis area covers.
- Provide any additional data that is specific to this subset of crashes.
- If appropriate, develop heat maps to help localize where in the City concentration on the emphasis areas will have the greatest impact.

Goal for Emphasis Area:

- Goals provide a short-term measure that can be accomplished.
- Establish a monitoring plan to assess the effectiveness of implemented countermeasures.

Strategies for Emphasis Area:

- How will the emphasis area be addressed?
- Strategies should be implementable and should address the emphasis area.
- Identify and get commitment from a leader for implementation.
- Develop a funding plan for strategy implementation.

Deliverables:

- **Draft Local Road Safety Plan (LRSP) report section**
- **Response to comments**
- **Final Local Road Safety Plan (LRSP) report section**

Task 10: Traffic Count Additional Locations

Taking advantage of the existing need for traffic volume and roadway intersection counts and the mobilization of the traffic count firm, combine efforts and include additional count locations as required for other Capital Improvement Program (CIP) projects.

Additional count locations include the following intersections:

Street	Cross-Street
Hollister Ave	Storke Rd
Fairview Ave	US-101 NB
Hollister Ave	Fairview Ave
Hollister Ave	SR-217 SB
Hollister Ave	Nectarine Ave/Pine Ave
Fairview Ave	Mandarin Ave
Nectarine Ave	Mandarin Ave
Hollister Ave	Rutherford St
Hollister Ave	SR-217 NB/Ward Dr
Storke Rd	Marketplace Dr
Hollister Ave	Kellogg Ave
Calle Real	Fairview Ave
Hollister Ave	Entrance Rd
Hollister Ave	Cannon Green Dr

Deliverables:

- **Summary of Data Collection**
- **Summary of ADT, AADT, and bicycle and pedestrian count and turning movement data in GIS and tabular format**

ATTACHMENT 3

**Amendment No. 2 to Professional Design Services Between the City
of Goleta and Kimley-Horn and Associates, Inc.**

**AMENDMENT NO. 2
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

This **Amendment No. 2** to the PROFESSIONAL DESIGN SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina Corporation ("Consultant") dated December 4, 2018, ("Agreement," Agreement No. 2018-126) is made on this 2nd day of March, 2021.

RECITALS

WHEREAS, this Agreement is for the professional engineering services in conjunction with the Goleta Traffic Safety Study (GTSS) Project; and

WHEREAS, on December 17, 2019, the Agreement was amended to add additional scope of work and increase the total compensation for a new total not to exceed amount of two-hundred thirty eight thousand four hundred and one dollars (\$238,401) ("Amendment No.1") and to extend the termination date to June 30, 2022; and

WHEREAS, the Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed two-hundred thirty eight thousand four hundred and one dollars (\$238,401); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of forty-three thousand dollars (\$43,000) for additional tasks related to expanding the Local Road Safety Plan (LRSP) grant scope of work; and

WHEREAS, the Agreement currently provides in Section 6 for the termination of the Agreement on June 22, 2022; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 22, 2023; and

WHEREAS, the Agreement currently provides in Exhibit A-1 entitled "Scope of Work" the complete and particular description of services; and

WHEREAS, the parties desire to amend Exhibit A-1 by adding additional services related to expanding the Local Road Safety Plan (LRSP) grant elements as more completely and particularly set forth in the Scope of Work, attached as Exhibit A-2; and

WHEREAS, the Agreement currently provides in Exhibit B entitled "Schedule of Fees" the hourly rates; and

WHEREAS, the parties desire to amend Exhibit B of the Agreement to identify the new hourly rates, attached as Exhibit B-1; and

WHEREAS, the City Council approved this Amendment No. 2 on March 2, 2021.

AMENDED TERMS

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

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$43,000 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 \$281,401 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

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

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

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional one year 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-1 "Scope of Work" with **Exhibit A-2 "Scope of Work"** attached hereto and incorporated herein.

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

Exhibit B "Schedule of Fees" with **Exhibit B-1 "Compensation"** 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. 2 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Jean Fares, Sr. Vice President

ATTEST:

Deborah Lopez, City Clerk

Jason Melchor, Assistant Secretary

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:


A1BF8F806161498...
winnie Cai, Assistant City Attorney

Exhibit A-2 Scope of Work

Task 1: Project Management

Consultant shall provide the following services for commencement and administration of the project.

Project Kick-Off Meeting

Consultant shall develop an agenda and materials for a kick-off meeting with City staff to discuss the goals of the project, the role of the Consultant and stakeholders, communication protocol, meeting frequency, progress reporting, scheduling and invoicing, key milestones, and what defines success for this project. A summary of the meeting shall be provided with key action items identified.

Budget & Schedule & Quality Control Plan

Consultant shall manage the project budget and schedule. Consultant shall update the project schedule monthly and coordinate the key action items developed from project team meetings.

Consultant shall develop monthly invoices and progress reports for payment and monitoring of the project schedule and budget. The monthly progress report shall include an updated project schedule that identifies potential issues within the monthly progress report.

Consultant shall plan for and provide Quality Control/Quality Assurance (QC/QA), which consists of documenting the monthly progress report, our process whereby deliverables are checked prior to formal submission, and tracking and filing project-related correspondence and memorandum. The QC/QA Manager shall also monitor and review project activities and deliverable schedules.

Project Team Meetings

Monthly Project Team (PT) status meetings shall occur via telephone, using the Consultant's conference call phone number, to maintain a regular and consistent communication on upcoming tasks, identifying potential risks and challenges to success. Participation in the monthly meetings is anticipated to include the City Project Manager, the Consultant's team Project Manager, and Task Leads as needed. In addition, Consultant shall budget up to six (6) face to face meetings with the PT team to help support the project.

The Consultant shall develop the agenda and prepare a summary of monthly meeting notes. The meeting notes shall not exceed two pages, and shall include a defined list of decisions, actions, and responsible party. The anticipated duration of this project is assumed to be 6 months.

Continue to hold bi-weekly meetings and update City staff on the progress of the project (new).

Deliverables:

- **Kick-off Meeting Attendance and Notes**
- **Budget and Schedule, Invoices, Progress Reports (6 Invoices)**
- **Monthly PM Status Meeting and Meeting Notes (6 Meetings)**
- **QA/QC documentation**
- **Meeting Agendas and Minutes (new)**

- **Updated Project Schedule (new)**

Task 2: Document Review:

Consultant shall review the following local City planning efforts:

- Goleta General Plan / Coastal Land Use Plan, Transportation Element, September 2006
- Goleta Bicycle / Pedestrian Master Plan (2018)
- Goleta Complete Streets Policy
- Goleta Non-Motorized Transportation Plan
- California Systemic Safety Analysis Report Program Guidelines
- California Strategic Highway Safety Plan (SHSP)
- Caltrans Complete Streets Implementation Action Plan 2.0
- Caltrans Complete Intersections
- Caltrans Local Roadway Safety Manual
- Caltrans Local Assistance Procedures Manual (LAPM) with current amendments
- Caltrans Local Assistance Procedures (LPP), with current amendments
- Caltrans Standard Plans, current edition
- U.S. Department of Transportation Systemic Safety Project Selection Tool
- Traffic studies impacting study corridors within the last 10 years (supplied by City)

Consultant shall review City staff's existing knowledge by focusing on identifying collision hot spots and recommendations. Consultant shall also review relevant documents to identify key goals and mandates needed for achieving improved safety and accommodation for people walking and biking. The Consultant shall incorporate information and strategies from the following relevant national and statewide documents:

- US DOT Strategic Agenda for Pedestrian and Bicycle Transportation
- California Transportation Plan 2040
- Caltrans Strategic Management Plan 2015-2020
- Caltrans Smart Mobility Framework
- Caltrans State Bicycle & Pedestrian Plan
- Southern California Association of Governments Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS)
- HSIP and SSARP Program Guidelines
- Caltrans Deputy Directive 64-R2
- Caltrans Smart Mobility Framework Implementation Pilot Study (March 2015)
- Caltrans Complete Intersections (2010)
- Caltrans Complete Streets Implementation Action Plan 2.0
- Local Roadway Safety Manual (LRSM)
- Alternative Treatments for At-Grade Pedestrian Crossings (ITE)
- Bicycle Safety-Related Research Synthesis (FHWA)
- BIKESAFE: Bicycle Safety Guide and Countermeasure Selection System
- Countermeasures That Work (NHTSA)
- Design and Safety of Pedestrian Facilities (ITE)
- NACTO Urban Street Design Guide
- Guide for the Development of Bicycle Facilities (American Association of State Highway and Transportation Officials)

- How to develop a Pedestrian Safety Action Plan (FHWA and Pedestrian & Bicycle Information Center (PBIC))
- Improving Conditions for Bicycling and Walking (US Department of Transportation (USDOT))

Project Goals & Objectives

The Consultant shall develop project goals and objectives considering the Caltrans SSARP Guidelines (February 2016), which recognize that this SSAR is for the City to apply an effective approach for addressing safety issues and to identify safety projects to submit for HSIP funding consideration. The team shall also consider national Toward Zero Deaths Initiative, the California SHSP and other national, state, and regional goals for safety, sustainability, mobility and accessibility, and equity.

The draft goals and objectives shall be discussed with City staff. Based on input received on the draft project goals and objectives, the Consultant shall prepare the final project goals and objectives. Consultant shall prepare a technical memorandum summarizing the results of the plan and policy review, as well as the development of the project goals and objectives.

Deliverables:

- **Summary of documents including traffic studies and City policies that impact traffic safety as a matrix**
- **Draft and Final Plan & Policy Review Technical Memorandum**
- **Draft and Final Project Goals & Objectives Technical Memorandum**

Task 3: Data Collection

The Consultant shall conduct a field review to gain an understanding of the City's roadway network and to collect roadway classification, types of users, travel patterns, roadway width, speed, traffic volumes, curves, and traffic control types. Review of digital imagery such as aerial photography and/or "street view" may be used to supplement but not replace field review. Consultant shall utilize this information to determine priorities and identify where countermeasures can be applied appropriately.

Utilizing the services of Crossroads, Consultant shall collect readily available collision data on the study corridors for all crash types including vehicle, bicycle, and pedestrian involved. The most recent set of five-year collision data shall be used for trend analysis for development of the SSARP.

Average daily traffic volumes shall be collected from existing data sources provided by the City including recent traffic studies. The Consultant shall compile traffic counts into a GIS database and shall associate roadway links with their historical traffic volumes. The City of Goleta Travel Demand Model shall be used to assign volume assumptions to roadways that have no recent count information. Smaller roadways shall be assigned a default volume assumption according to their functional classification and nearby counts.

Additional counts shall be conducted in coordination with City staff to fill in any critical missing roadways up to the proposed count budget.

Average Daily Traffic (ADT) count locations include:

Roadway	Between	
Cathedral Oaks Rd	Brandon Dr	Evergreen Dr
Cathedral Oaks Rd	Glen Annie Rd	Los Carneros Rd
Glen Annie Rd	Cathedral Oaks Rd	Calle Real
Cathedral Oaks Rd	Santa Marguerita Dr	Fairview Ave
Fairview Ave	Stow Canyon Rd	Berkeley Rd
Calle Real	Encina Ln	Kingston Ave
Hollister Ave	Rutherford St	Kellogg Wy/Kinman Ave
Fairview Ave	US-101 SB	Hollister Ave
Hollister Ave	Cortona Dr	Coromar Dr
Los Carneros Rd	Cremona Dr	Raytheon Dr
Calle Real	Los Carneros Rd	La Patera Ln
Calle Real	San Rossano Dr	Ellwood Station Rd
Hollister Ave	Santa Barbara Shores Dr	Palo Alto Dr
Storke Rd	Phelps Rd	Whittier Dr

Turning movement, bicycle, and pedestrian counts include:

Street	Cross-Street
Calle Real	US-101 SB
Cathedral Oaks Rd	Glen Annie Rd
Calle Real	Kellogg Ave
Los Carneros Rd	US-101 NB
Los Carneros Rd	US-101 SB
Hollister Ave	Patterson Ave
Hollister Ave	Cathedral Oaks Rd
Cathedral Oaks Rd	Calle Real
Cathedral Oaks Rd	Winchester Canyon Rd
Storke Rd	Santa Felicia Dr
Los Carneros Rd	Calle Real
Los Carneros Rd	Cathedral Oaks Rd
Cathedral Oaks Rd	Fairview Ave
Fairview Ave	US-101 SB
Calle Real	Glen Annie Rd/US-101 NB
Los Carneros Rd	Hollister Ave
Patterson Ave	US-101 SB
Patterson Ave	US-101 NB
Los Carneros	Calle Koral
Patterson Ave	Overpass Rd

Kimley-Horn will work with the City to collect any additional data as needed to supplement the expanded scope (new).

Deliverables:

- **Summary of Data Collection**
- **Summary of ADT data in GIS and tabular format**

Task 4: Collision and Roadway Data Analysis

Subconsultant shall implement a data-driven approach to analyze crash patterns and trends in the City using the SWITRS dataset. Since SWITRS requires at least a year to process the latest data submitted by law enforcement, Crossroads shall construct a dataset using the 2017 data reported by the Police Department. Crossroads shall prepare descriptive statistics providing cross-tabulations on the number of collisions with a focus on injury (severe and non-severe) and fatality totals. Crossroads shall also study correlations between collisions with other environmental variables captured in the SWITRS reports such as the time of day, weather, roadway conditions, and behavioral factors. This data shall be included in a point-based Shapefile (GIS), which shall be used to create a map displaying the location of each collision. The historical data shall be used to derive collision risk factors for the entire network.

Crossroads shall extract a subset of the data to supplement the SWITRS data analysis with actual police department reports if available from City or police department sources. The reports shall be used in field audits of the collision scene to help the analysis further understand how the data is compiled and highlight any possible details that could be lost, as the records across the state are standardized into the SWITRS dataset format. Crossroads assume a review of up to 5 collision records from local police departments that reference the unique Case ID value in the SWITRS dataset.

Roadway Analysis

Once the collision locations in the SWITRS dataset has been mapped in GIS, Consultant shall explore how the collisions are related spatially with respect to the roadway characteristics and data attributes such as traffic volume and intersection control. Additionally, Consultant shall add other GIS layers to study spatial relationships between collisions at bikeway facilities, transit routes and facilities, sidewalk conditions and pedestrian activity centers such as schools and public institutions.

Once Consultant shall create a point-based shapefile (GIS) of each collision location from the SWITRS dataset, Consultant shall use a spatial join in GIS to intersect the locations with the network. The intersection between the two layers shall allow us to classify each collision by network attributes such as the classification, number of lanes and Average Annual Daily Traffic (AADT). Using the network and a local roadway shapefile, Consultant shall create a system of nodes to classify intersection by type (signalized or unsignalized and by size – small, medium, or large). Where collision locations are not located at a node, Consultant shall focus on collisions at mid-block locations and cross check the SWITRS dataset to understand the nature and potential causes of crashes. Consultant shall conduct a city-wide network screening process to establish critical crash rate thresholds that are typical within the city and to highlight intersections and roadway segments where crash activity is either higher than expected for the facility type and traffic volume or where the types of crashes have an unusual pattern that might help to identify a clear causal factor.

Consultant shall maintain geometric information for the roadways (length, posted speed, travel lanes, etc.) using the network shapefile. With the aid of publicly available or City provided aerial photography, Consultant shall observe and verify on the ground conditions. The roadway characteristics coded in the network shall be used in the spatial analysis to help identify risk factors for collisions. Additionally, Consultant shall overlay the collision locations with other spatial

layers to better understand how collisions are related to other transportation network facilities, as well as land use and demographic datasets.

Issues Identification

Consultant shall identify collision risk factors at a systemic level based on the data analysis and methods in the above tasks. Focusing on locations with the clearest patterns shall likely lead the team to a set of countermeasures that can be implemented at other locations throughout the City where similar roadway characteristics exist, regardless of collision history. Consultant shall synthesize the data into collision rates that indicate whether the incidence of collision types and severity have a correlation with:

- Roadway characteristics such as the intersection type, pavement conditions, and geometrics
- Temporal characteristics such as the day of week, time of day, and seasonality
- Behavioral characteristics such as forms of impairment, distraction, traffic violation factors, vehicular operations, and pedestrian movements
- Proximity to transit, active transportation facilities and activity centers
- Socioeconomic indicators stratified by population levels, income, age, and access to an automobile

Consultant shall use data visualizations to convey technical findings to a wide variety of audiences. Due to the spatial nature of collision analysis, Consultant shall leverage GIS effectively to help both technical and non-technical staff to understand important trends and patterns that could be driving collision rates. Consultant shall develop infographics and summary charts and tables that allow users to quickly drill-down into the data.

Based on the crash data and roadway analysis, Consultant shall develop a risk factor analysis that ranks locations for the potential for crashes with factors in addition to crashes. The risk factor analysis is a critical component to proactively identify sites for improvement as part of a systemic approach. The risk factor analysis shall be statistically validated by the crash data and roadway analysis input and presented to the PDT for review and acceptance.

The risk factor analysis shall be used to identify key safety issues that need to be addressed by displaying the disaggregated data for technical staff, public officials, and the public.

Additional Collision Data Analysis (new)

Kimley-Horn will connect another year of collision data from the Crossroads database to extend the analysis period from the previous 2014-2018 to 2014-2019 collisions. Kimley-Horn will evaluate this data to observe any changes in trends or shifts in collision patterns.

Deliverables:

- **Traffic Count Data Collection Sheets**
- **Collision Data Summary Tables**
- **Draft and Final Crash Analysis and GIS Crash Data Layer (raw & post-processed)**
- **Draft and Final Roadway Analysis**
- **Draft and Final Issues Identification**
- **New Technical Memorandum – Additional Collision and Roadway Analysis (new)**

Task 5: Countermeasure Selection

A toolbox of countermeasures aimed at protecting pedestrians shall be developed along with a decision tree to match pedestrian crash types and roadway characteristics with a shortlist of the most likely countermeasures for a given local or systematic issue. The toolbox shall also provide planning level cost assumptions for the countermeasures along with their most up-to-date crash modification factors to simplify the process of determining which measure would be the most cost-effective.

The countermeasure evaluation process shall be applied to the locations visited in Task 6 to identify the project alternatives that would provide the greatest safety benefit.

Infrastructure Recommendations

Based on the common geometric, operational, or other trends identified from the crash analysis, countermeasures shall be identified for potential implementation with nationally documented CMFs. Lower cost improvements addressing documented safety needs shall be prioritized to align with goals for high benefit/cost (B/C) ratios. Additionally, a summary matrix shall consider additional criteria for potential use such as ease of implementation, cost, and potential community impacts.

The Caltrans LRSM and FHWA CMF Clearinghouse website shall be used to identify the most appropriate countermeasures to mitigate specific crash types. A preliminary list of potential countermeasures shall be developed based on the Caltrans LRSM to address active transportation safety issues.

Where the Caltrans LRSM nor FHWA CMF Clearinghouse do not include countermeasures applicable to address countermeasures for Santa Barbara County-specific trends, the Consultant shall supplement the list with additional infrastructure solutions. Where additional countermeasures are identified, a CMF shall be approximated based on comparison to other countermeasures and our engineering judgement. The study shall note if additional countermeasures are identified but are not eligible in Caltrans' local HSIP calls for projects.

After the countermeasures are selected for specific issues, the process shall be defined on how agencies shall use a Project Selection Decision Tree for the highest scoring locations in the risk factor analysis. The Project Selection Decision Tree shall be developed to define the procedure for agencies to select projects.

Non-Infrastructure Recommendations

Using the data analysis from previous tasks and our experience with national best practices and knowledge of local non-infrastructure counter measures, Consultant shall identify a list of non-infrastructure counter measures for the City that shall include strategies for reducing crashes through education, enforcement and/or emergency response. A technical memorandum shall be provided that summarizes the background information, specific counter measures, implementation strategies and anticipated effectiveness of the non-infrastructure recommendations.

Prioritization Process

The Consultant shall work with the City to develop a prioritization process. The prioritization process shall create separate categories for different funding sources and/or facility types,

different timeframes (short, medium or long term) and use anticipated crash reduction, benefit/cost or other similar factors. After receiving initial direction from the City on the prioritization process, Consultant shall develop a technical memorandum summarizing the proposed prioritization process. The prioritization process shall be revised to incorporate City comments prior to creating the preliminary prioritized list. The memorandum shall be updated to include the prioritization process and the prioritized list of projects.

Within the prioritization, the Consultant shall prepare a unit cost estimate for application of each of the countermeasures including estimated project development, administration, environmental, right-of-way, and construction costs. The Consultant shall utilize the Template for Detailed Engineer's Estimate and Cost Breakdown by Countermeasure included on the HSIP application website.

Emphasis Areas (new)

Through the first draft of the LRSP, Kimley-Horn worked with the City to identify three emphasis areas. With the additional data screening, Kimley-Horn will again work with the City to identify additional factors that can impact the analysis of the existing emphasis areas. We will also identify any new emphasis areas that can be included in the LRSP that are in line with the vision and goals identified for this project.

Citywide Countermeasure Toolbox Update (new)

Kimley-Horn will update the Citywide Countermeasure Toolbox based on any emerging trends and information found as part of this additional analysis.

Deliverables:

- **Countermeasures toolbox (spreadsheet based)**
- **Technical memorandum: Countermeasure Selection Users Guide**
- **Draft and Final Project Prioritization Summary Memorandum**
- **Technical Memorandum - Emphasis Area Update (new)**
- **Citywide Countermeasure Toolbox Update (new)**

Task 6: Develop Safety Projects

Consultant shall conduct a benefit/cost analysis for project alternatives to generate a list of project recommendations. The number of project recommendations shall be dependent on the crash patterns and location selected for project template development. The benefits shall be associated with the cost to society of crashes that would be prevented by the project, while the cost would be a planning level estimate of the construction and maintenance for the project over a 20-year life span. This benefit/cost approach is designed to support future grant applications for HSIP and SB 1 funding as well as other competitive programs. The Benefit-Cost analysis shall be compatible with CalB/C to aid future work on grant applications.

Template Project Sheets

As the SSAR is a systemic study, template project sheets shall be developed at up to ten representative locations to provide benefit, costs, and B/C ratios to better support future agency grant applications under the HSIP program. Consultant shall work with City staff and the PDT to develop five example locations before developing the template project sheets. Additionally, the Consultant shall provide examples of prioritization criteria.

The Consultant shall work with the PDT to identify opportunities for project specific implementation, develop an action plan, and provide guidance for securing funding to address recommendations and achieve the goals and objectives identified for the SSAR.

Deliverables:

- **Technical memorandum: Benefit / Cost Analysis and Recommended Project List**
- **Draft and Final Ten Template Project Sheets**

Task 7: Stakeholder and Public Involvement

City Council Meetings

Four meetings shall occur with the City Council including:

- #1 – Consultant contracting
- #2 – Draft Systematic Safety Analysis Report
- #3 – Revised Systematic Safety Analysis Report
- #4 – Systematic Safety Analysis Report Adoption

These meetings shall be open to and advertised to the public and shall provide a forum for interested party input.

Public Workshops

Two public workshops shall be held as part of this project. The first workshop shall be held concurrently with the network screening process to collect information from the public on locations and traffic conditions that they feel are unsafe that they would like this study to address. Their input shall be documented and considered as part of the site selection process in Task 6. The second workshop shall occur once the sites have been selected and an initial investigation has been conducted into the crash history and potential crash patterns. The workshop would have two components. The first would be to discuss the high-level project findings, the site selection process, and an overview of what Consultant shall be looking for at the selected sites to determine potential projects to recommend. The second component would be a guided tour of the selected sites with City staff, law enforcement, and interested members of the public. The optimal group size for the field review would be 12 or less. If more people wish to attend, it may be necessary to divide the field visit into two groups.

Task 8: Final SSAR Report

The results of prior tasks shall be incorporated into an administrative draft report for review by the City, then a draft report for review by the PDT. The report shall outline the process for developing the SSAR and the recommendations. The report shall be responsive to and address the City's Vision Zero goals. As required by the grant guidelines, the SSAR shall include an executive summary, engineer's seal and signature, and protection of data from discovery and admissions and in accordance with the Caltrans SSARP Guidelines:

- Executive Summary
- Engineer's Seal
- Introduction
- Statement of Protection of Data from Discovery and Admissions
- Safety Data Utilized (Collision, Volume, Roadway)
- Data Analysis Techniques and Results

- Highest Occurring Collision Types
- High-Risk Corridors and Intersections (Collision History and Roadway Characteristics)
- Countermeasures Identified to Address the Safety Issues
- Viable Project Scopes and Prioritized List of Safety Projects
- Attachments and Supporting Documentation

The Consultant shall revise the draft based on comments compiled and provided by City staff. The final report shall be distributed to the PDT, with a presentation summarizing the report.

Based on the final report, the Consultant shall develop a summary presentation that details the process for developing the SSAR, the recommendations, next steps, and call to action.

The Consultant shall develop a QC/QA checklist specifically for all project deliverables on this project that shall be completed by an internal independent reviewer and included with the draft and final report submittal.

Deliverables:

- **Draft Systematic Safety Analysis Report**
- **Response to comments**
- **Final Systematic Safety Analysis Report**

Task 9: Development of Final Local Road Safety Plan Additional Work (Enhanced/new)

Incorporate the Local Road Safety Plan (LRSP) into the SSARP document as a separate section. Tasks include:

- Draft LRSP vision,
- Draft LRSP goals,
- Develop list of Safety Partners – Select and Identify partners that will be able to provide advice in acquiring and analyzing data, selecting emphasis areas, developing safety strategies, and implementing the final plan. For example, County Sheriff's Department, local school, County Public Health Department, community groups, local medical professionals, etc.

Emphasis Areas

Up to three emphasis areas will be identified for the City based on historical crash trends. The emphasis areas will target specific crash factors that are over-represented in the City, which could in turn lead to better citywide safety performance if they were addressed. Emphasis areas could target collision types, driver behaviors, enforcement or educational objectives, roadway or intersection characteristics, or other attributes that might contribute to or be indicators of elevated crash activity. Where possible, emphasis areas will be aligned with Caltrans challenge areas to maximize opportunities for participation in state funding programs and initiatives.

The emphasis area report sections will follow the outline below:

Description of Emphasis Area: (What is the problem? Why is this emphasis area strategic?)

- Describe the emphasis area so that an outside reader could understand why emphasis is being placed on this category of incidents.

- Provide a detailed description of exactly what types of incidents the emphasis area covers.
- Provide any additional data that is specific to this subset of crashes.
- If appropriate, develop heat maps to help localize where in the City concentration on the emphasis areas will have the greatest impact.

Goal for Emphasis Area:

- Goals provide a short-term measure that can be accomplished.
- Establish a monitoring plan to assess the effectiveness of implemented countermeasures.

Strategies for Emphasis Area:

- How will the emphasis area be addressed?
- Strategies should be implementable and should address the emphasis area.
- Identify and get commitment from a leader for implementation.
- Develop a funding plan for strategy implementation.

LRSP enhanced components (new)

Kimley-Horn will draft an LRSP to include the emphasis areas, projects, and countermeasure recommendations developed as part of this additional work. Kimley-Horn will also specifically incorporate items not included in the SSAR program: establishing a stakeholders group, gathering public input, and focusing on the 4 E's of safety – Engineering, Enforcement, Education, and Emergency Services.

Deliverables:

- **Draft Local Road Safety Plan (LRSP) report section (3 bound hard copies) (new)**
- **Response to comments**
- **Final Local Road Safety Plan (LRSP) report section**
- **Electronic Copy of the Final Report (new)**
- **Files and Data Collected for or Used in Development of the LRSP**

Task 10: Traffic Count Additional Locations

Taking advantage of the existing need for traffic volume and roadway intersection counts and the mobilization of the traffic count firm, combine efforts and include additional count locations as required for other Capital Improvement Program (CIP) projects.

Additional count locations include the following intersections:

Street	Cross-Street
Hollister Ave	Storke Rd
Fairview Ave	US-101 NB
Hollister Ave	Fairview Ave
Hollister Ave	SR-217 SB
Hollister Ave	Nectarine Ave/Pine Ave
Fairview Ave	Mandarin Ave
Nectarine Ave	Mandarin Ave

Hollister Ave	Rutherford St
Hollister Ave	SR-217 NB/Ward Dr
Storke Rd	Marketplace Dr
Hollister Ave	Kellogg Ave
Calle Real	Fairview Ave
Hollister Ave	Entrance Rd
Hollister Ave	Cannon Green Dr

Deliverables:

- **Summary of Data Collection**
- **Summary of ADT, AADT, and bicycle and pedestrian count and turning movement data in GIS and tabular format**

Task 11: Identify and Engage Stakeholders (new)

Taking advantage of the existing need for traffic volume and roadway intersection counts and Kimley-Horn will work with the City to identify opportunities to connect with key stakeholders that were unable to participate in earlier rounds of outreach.

The City will host, and Kimley-Horn will participate in a workshop with key stakeholders via an interactive virtual meeting. This workshop will be used to introduce the project, gather input on challenge and opportunity areas, and discuss potential recommendations for safety improvements. Kimley-Horn recommends identifying personnel from the following City departments or agencies to participate in this meeting:

- Public Works Department
- Neighborhood Services/Public Safety Department
- Planning and Environmental Review Department
- Police Department
- Transit Providers
- Emergency Services
- Education
- Advocacy Groups (Pedestrian, ADA, Bicycle, etc.)

This group will also be asked to review/comment on the draft LRSP before it is finalized and submitted to Council for adoption.

Deliverables:

- **Stakeholder meeting materials (agenda, presentation, exhibits, meeting notes)**

**Exhibit B-1
Schedule of Fees**

Classification	Hourly Rate
Sr. Engineer II	\$275.00
Sr. Engineer I	\$240.00
Engineer/Planner II	\$195.00
Engineer/Planner I	\$175.00
Analyst II	\$155.00
Analyst I	\$125.00
Admin Support	\$100.00

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/28/2020

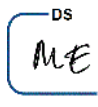
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com														
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Ins. Co.</td> <td>19445</td> </tr> <tr> <td>INSURER B : Aspen American Insurance Company</td> <td>43460</td> </tr> <tr> <td>INSURER C : New Hampshire Ins. Co.</td> <td>23841</td> </tr> <tr> <td>INSURER D : Lloyds of London</td> <td>85202</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins. Co.	19445	INSURER B : Aspen American Insurance Company	43460	INSURER C : New Hampshire Ins. Co.	23841	INSURER D : Lloyds of London	85202	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : National Union Fire Ins. Co.	19445														
INSURER B : Aspen American Insurance Company	43460														
INSURER C : New Hampshire Ins. Co.	23841														
INSURER D : Lloyds of London	85202														
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER: 20-21****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			5268169 2/10/2021 	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			4489663	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 0			CX005FT20	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			015893685 (AOS) 015893686 (CA)	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			B0146LDUSA2004949	04/01/2020	04/01/2021	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Goleta Traffic Safety Study Project. The City, its employees, officials, agents & members agencies are named as Additional Insureds with respects to General Liability where required by written contract. The above referenced liability policies with the exception of professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Goleta
Insurance Administrator
130 Cremona Drive
Suite B
Goleta, CA 95814-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



DESCRIPTIONS (Continued from Page 1)

by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

POLICY NUMBER: 5268169

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 5268169

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

This page has been left blank intentionally.