



TO: Mayor and Councilmembers
FROM: Steve Wagner, Community Services Director
CONTACT: Rosemarie Gaglione, Senior Project Manager
SUBJECT: Ekwill Alignment Analysis and Award of Design Services Contracts

RECOMMENDATION:

- A. Receive Ekwill Street Alignment Analysis; and
- B. Authorize the City Manager to execute a consulting services agreement with RBF, Inc. for preliminary engineering services required to support the environmental document in an amount not to exceed \$121,000; and
- C. Authorize the City Manager to execute a consulting services agreement with URS Corporation for an expanded environmental review in an amount not to exceed \$126,502.
- D. Approve the appropriation of an additional \$47,502 from RDA fund 604.

BACKGROUND:

In December 2003, the City Council executed consultant contracts for preliminary engineering and environmental services for the project. Between December 2003 and April 2004, the project team developed a modified project scope that combined the Ekwill Street Extension Project and the Fowler Road Extension Project, satisfied the purpose and need for the original project, and satisfied all project stakeholders including UCSB, the City of Santa Barbara, County of Santa Barbara, Caltrans and SBCAG.

While the modified project scope represented a solution that met all stakeholder approvals and maintained the original project purpose and need, adding roundabouts at the Hollister/Route 217 Interchange added a significant portion of work within Caltrans' jurisdiction. As a result, all of the work within Caltrans' jurisdiction has to comply with Caltrans design standards, reporting requirements and review.

Following development of the modified project scope, in 2004, the Santa Barbara County Association of Governments (SBCAG) and the California Transportation Commission (CTC) approved the revised project scope.

In September 2007 Council directed staff to explore the potential to design the Ekwill Street Extension as a true bypass of Hollister Avenue. A lengthy analysis was performed as to the cost/benefit of the concept (see Attachment 1). It became clear that constructing a bypass as one project would be prohibitively expensive and disruptive to existing businesses and some residences.

- Right of way costs alone are estimated to be between \$76 and \$107 million.
- Since the project would have limited regional benefit, it is unlikely that it would be able to compete for regional funding sources.
- The relinquishment of HWY 217 to the City would require the support of UCSB in order for the project to be successful.
- If relinquishment were successful, the City would be taking on all future maintenance costs for the roadway from HWY 101 to UCSB.
- The scope of the project would make it a lengthy process. An optimistic completion date would be in the year 2030.
- Much of the project lies within the Coastal Zone and would be subject to approval by the Coastal Commission.
- The project limits extend into property controlled by other agencies, such as the City of Santa Barbara, County of Santa Barbara, and the State of California. Permission would have to be voluntarily granted to the City of Goleta by these other agencies before money could be invested in the design process.

The project was then segmented into phases which would have independent utility. Independent utility refers to the value of a phase or segment as a stand alone project which would afford a significant benefit even if the entire bypass is never constructed. An example of a segment without independent utility would be a bridge over San Jose Creek that doesn't connect to a roadway on both sides. It would be expensive and provide no value until the rest of the bypass was constructed. Conversely, a segment with independent utility would provide a significant benefit to the public as a stand alone project.

The segment of the Ekwill Street Extension between Pine and Kellogg Avenues is an excellent candidate for realignment based upon the independent utility criteria. Altering the alignment of the extension here would allow for more developable land in a parcel which would otherwise be bifurcated by the new roadway. This also increases the potential for the parcel to meet its highest and best use.

DISCUSSION:

The Ekwill/Fowler project includes improvements to the Hollister/217 interchange, which requires approval of a Project Study Report (PSR) by Caltrans. This process has been ongoing, but the realignment of Ekwill Street will require significant revisions to the existing Draft PSR and all related documents.

Since the inception of the original preliminary engineering effort, Caltrans has augmented its requirements. This has resulted in the need for a special storm water management report, expansion of the traffic analysis and Caltrans Roundabout Fact

Sheet requirements and additional technical elements to be inserted into other Caltrans technical reports. These requirements are in addition to the design work needed to redraw the plans for that area.

Changes in the scope of this project require that the environmental document be revised to reflect those changes. The studies performed and assumptions made were for the previous alignment, and that same level of examination has to be done for the new alignment.

Since 2003, a significant extension of the project schedule has occurred and extensive new requirements have been initiated by Caltrans that are related to the content and format of the Environmental Impact Report/Environmental Assessment (EIR/EA) being prepared for the Ekwil/Fowler Project. While the environmental consultant, URS, is committed to fulfilling the obligations of its original contract, a new contract with URS to address the new Caltrans requirements and City directed changes is warranted.

The proposed contracts will take the project through preliminary engineering and completion of the environmental document. This includes the items in the Caltrans approval process, specifically the Project Study Report, Supplemental Project Study Report, Roundabout Fact Sheet and Exception Request. Each of these documents has numerous technical components. At the conclusion of these contracts (December 2009), the City will be ready to proceed with a contract for final design and environmental permitting. Construction is anticipated to begin in 2011.

GOLETA STRATEGIC PLAN:

The Ekwil/Fowler project is the second highest priority transportation project in the City and with the goal in the Goleta Strategic Plan entitled "IMPLEMENT CITY WIDE CAPITAL IMPROVEMENT PROGRAM." The Ekwil/Fowler project will pull traffic from Hollister Avenue, improve access to the Santa Barbara Airport and will open up access to properties in the southern portion of Goleta Old Town.

FISCAL IMPACTS:

While State Transportation Improvement Program (STIP) funding is programmed for the final design, right of way, and construction phases of the Ekwil/Fowler Project, all STIP funding for the Preliminary Engineering/Environmental phase has now been exhausted. As a result, the new consultant contracts being recommended by Staff will be funded out of RDA funds. The total cost of the recommended contracts is \$247,502.

The FY 2007-2008 adopted budget includes \$200,000 for this effort from the RDA account 604-5-9002-706. An additional appropriation of \$47,502 for completion of is required.

LEGAL REVIEW:

There are no legal issues relevant to the project status report.

Submitted By:

Reviewed By:

Approved By:

Steve Wagner
Community Services

Michelle Greene
Administrative Services
Director

Daniel Singer
City Manager

ATTACHMENTS:

1. Ekwill Bypass Feasibility Analysis
2. RBF Contract
3. URS Contract

ATTACHMENT 1

Ekwill Bypass Feasibility Analysis

INTRODUCTION

The following is a feasibility analysis of a revised Ekwill Street realignment that would provide a Bypass option to Hollister Avenue through Goleta Old Town. The purpose of this analysis is to identify the potential opportunities and challenges presented by this concept. The stretch of Hollister Avenue that would be bypassed, from St Joseph’s Road east of Route 217 to Lopez Road west of Fairview Avenue, is considered the historic center of Goleta. At the September 17, 2007 meeting of the City Council, staff was requested to evaluate the viability of a proposed Bypass. Attached is an exhibit showing the approximate location of the proposed Bypass.

PROJECT OBJECTIVE

The objective of a revised future alignment of Ekwill Street would be to provide an alternate route for regional traffic through Old Town Goleta. The reduction of through traffic on Hollister Avenue in Old Town Goleta enhances the City’s ability meet the goals of the Hollister Avenue Improvement Project.

BACKGROUND

The Hollister Avenue corridor currently serves as a major arterial for local and regional traffic linking the City of Santa Barbara, unincorporated Goleta Valley and the City of Goleta and providing an alternative route to Route 101. Hollister Avenue runs parallel and to the south of Route 101. Hollister Avenue ranges from a two to four lane facility. Through Goleta Old Town, Hollister Avenue is a four-lane road with left turn pockets and center turning lane for multiple business driveways. Currently, the Average Daily Traffic (ADT) on Hollister Avenue through Goleta Old Town is approximately 21,700, which is better than the LOS C acceptable threshold for a four lane facility.

THE PROPOSED BYPASS PROJECT

The proposed Bypass would align to the south of Hollister Avenue. The Bypass would be a two lane road with a center median/turning lane, bike lanes/shoulder, with parkway and sidewalks on both sides. The estimated total width of the Bypass would be 76 feet (two 12 ft lanes, one 12 ft center left turn lane, two 5 ft bike lanes, two 10 ft sidewalks/parkways, and two five foot right of way let backs). The proposed alignment of the Bypass, going east to west, would be divided into the following segments:

Segment A.	Intersection with existing Hollister Avenue east of Route 217.
Segment B.	South-west through the County Patterson Agriculture Block to Route 217.
Segment C.	Through Commercial properties on east side of Route 217.
Segment D.	Cross under Route 217.
Segment E.	Cross over San Jose Creek Channel.
Segment F.	Intersection with existing Kellogg Avenue and Kellogg Way.
Segment G	West through the Page property agricultural lands and existing commercial development to Pine Avenue.
Segment H.	South west through mobile home park.
Segment I.	Intersection with existing Pine Avenue and crossing of Old San Jose Creek.
Segment J.	Through Commercial buildings west of Pine Avenue.
Segment K.	Through Yardi Systems Parking Lot.
Segment L.	Intersection with existing Fairview Avenue.
Segment M.	Cross San Pedro Creek.
Segment N.	North west through City of Santa Barbara Airport properties (fuel tank farm) to Firestone Road.
Segment O.	Intersection with existing Hollister Avenue west of Fairview Avenue.

BENEFICIAL PROJECT IMPACTS

1. Pull Traffic Off of Hollister Avenue

Under current traffic conditions, Hollister Avenue through Goleta Old Town experiences an Average Daily Traffic (ADT) of 21,700 vehicles. This number is projected to increase to 22,170 by the year 2030. If the Bypass is constructed it can be expected that Traffic on Hollister Avenue would decrease. The table below shows a year 2030 projected decrease in ADT volumes on a 4-lane Hollister Avenue of 15% and a year 2030 projected decrease in ADT volumes on a 2-lane Hollister Avenue of 34%. For purposes of comparison, on the ongoing Ekwill Street project, the year 2030 projected decrease in ADT volumes on a 4-lane Hollister Avenue is 8% and the year 2030 projected decrease in ADT volumes on a 2-lane Hollister Avenue is 23%.

			ADT					
			Ekwill Street	Bypass Road	Hollister Avenue			
Scenario	year	4 - lane			2- lane	% change from existing Hollister Ave		
					4 - lane	2- lane		
1	Existing Conditions	2008			21,700			
		2030			22,170			
With 4-lane Hollister Avenue Scenario:								
2	With Ekwill/Fowler Project	2030	3,060		20,300		-8%	
3	With Bypass Project	2030		7,840	18,880		-15%	
With 2-lane Hollister Avenue Scenario:								
4	With Ekwill/Fowler Project	2030	4,200			17,100	-23%	
5	With Bypass Project	2030		9,460		14,650	-34%	

2. Allow For Construction of Quaint Old Town Corridor

With reduced traffic on Hollister Avenue through Goleta Old Town (see discussion above), Hollister Avenue could be redesigned as a two lane "Main Street" with much wider sidewalks, significant landscaping, better parking and accommodations for bicycles. Hollister Avenue through Goleta Old Town would reclaim itself as the heart and soul of Goleta.

3. Bolster Business Activity and Redevelopment in Old Town

Construction of Bypass would provide better access to properties in Goleta Old Town and thereby stimulate in-fill development. In addition, the enhancement of the Hollister Corridor through Goleta Old Town would draw retail, dining and hospitality opportunities to this revived corridor.

4. Possibly Improve Traffic Safety as a Result of Pulling Peak Hour Traffic off Hollister Avenue

Historically, Hollister Avenue through Goleta Old Town has been challenging for pedestrians and bicyclists due to the volume and speed of traffic traveling on a four lane roadway through a busy retail corridor. By reducing the amount of traffic, possibly reducing the number of travel lanes, better accommodating bicyclists and implementing traffic calming measures that go hand in hand with the quaint Old Town corridor objective, such safety concerns should be greatly reduced.

ALIGNMENT EVALUATION

The following discussion evaluates potential feasibility issues related to each segment of the proposed Bypass alignment.

Segment A.		Intersection with existing Hollister Avenue east of Route 217.
Issues		Discussion
A1	Intersection spacing with Route 217 northbound ramps/Hollister Avenue intersection.	<ul style="list-style-type: none"> • The placement of a new intersection on Hollister Avenue between Patterson Avenue and Route 217 must be spaced to comply with intersection spacing design standards to allow sufficient traffic storage and operations. • May be issues with other arterials and driveways within proximity.
A2	Intersection Type.	<ul style="list-style-type: none"> • Signalized or roundabout.

Segment B.		South-west through the County Patterson Agriculture Block to Route 217, in the County of Santa Barbara jurisdiction.
Issues		Discussion
B1	Patterson Agricultural Block is within the jurisdiction of County of Santa Barbara.	<ul style="list-style-type: none"> • The “Patterson Agricultural Block” is currently zoned “agricultural” in the County’s General Plan. The construction of the proposed roadway through the agricultural block will require approval by the County and the processing of a General Plan Amendment. However, the City of Goleta has initiated an amendment to its Sphere Of Influence to include this property.

Segment C.		Through Commercial properties on east side of Route 217.
Issues		Discussion
C1	Impact to commercial building.	<ul style="list-style-type: none"> • Will require some demolition. Potential cost of buying out businesses and/or condemnation proceedings.
C2	Impact to parking.	<ul style="list-style-type: none"> • Will require the removal of some parking from parking lots.

Segment D.		Cross under Route 217.
Issues		Discussion
D1	Raising Route 217 to go over Bypass – Visual Impact	<ul style="list-style-type: none"> • Raising Route 217 to go over the Bypass Road would require an increase in elevation of as much as 30 feet. This could result in visual impacts to adjacent properties. • Raising 217 as required would extend the project limits southward into the Coastal Zone and a Coastal Development Permit for this portion of the project would be required.

D2	Raising Route 217 to go over Bypass – Relinquishment	<ul style="list-style-type: none"> • The proposed improvements would trigger Caltrans’ relinquishment of HWY 217 from HWY 101 to UCSB (including all structures and ramps) to the City. Since portions of 217 are located within the County, the County would either have to accept their portion of the highway or allow the City to annex those portions of 217. • The City would be responsible for all maintenance and operations costs associated with the highway.
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D3	Raising Route 217 to go over Bypass- Construction Cost	<ul style="list-style-type: none"> Raising Route 217 can be accomplished through construction of a viaduct structure (approximately \$100 million) or a raised embankment (approximately \$28 million). The raised embankment would include retaining walls to contain the embankment and not have encroachment onto adjacent properties.
D4	Raising Route 217 to go over Bypass- Construction Impacts	<ul style="list-style-type: none"> For an embankment option, soft soils would require significant pretreatment (i.e. mixing in cement or lime) beneath the existing Route 217 for as much as two years in order to eliminate the potential for settlement after construction. This would adversely impact the utility of Route 217 during construction and greatly extend the construction schedule.

Segment E. Cross over San Jose Creek Channel.		
Issues		Discussion
E1	Clearance over the San Jose Creek Channel.	<ul style="list-style-type: none"> A bridge over SJ Creek Channel must have sufficient vertical clearance to meet the 100 year water surface elevation freeboard requirements dictated by FEMA.

Segment F. Intersection with existing Kellogg Avenue.		
Issues		Discussion
F1	Raising South Kellogg Avenue.	<ul style="list-style-type: none"> Raising the grade of Kellogg Ave to match the bridge deck elevation could impact access to adjacent commercial properties.
F2	Residential impact.	<ul style="list-style-type: none"> The proposed Bypass alignment may result in an impact to existing residential property at the corner of Kellogg Avenue and Kellogg Way. There could also be associated relocation costs.

Segment G. Kellogg to Pine Avenue.		
Issues		Discussion
G1	Impacts to Commercial property adjacent to Pine Avenue.	<ul style="list-style-type: none"> May eliminate several parking spaces in adjacent commercial property.

Segment H. Southwest through mobile home park.		
Issues		Discussion
H1	Right of Way impacts to Mobile Home Park.	<ul style="list-style-type: none"> The Bypass Road would require a partial take of the Mobile Home Park (at least 13 mobile homes) located on the east side of Pine Avenue. There would also be associated relocation costs.
H2	Loss of affordable housing	<ul style="list-style-type: none"> This housing would have to be made up somewhere.

Segment I. Intersection with existing Pine Avenue and crossing of Old San Jose Creek.		
Issues		Discussion
I1	Riparian impacts at Old San Jose Creek.	<ul style="list-style-type: none"> A new bridge over Old San Jose Creek may have riparian impacts..

Segment J.		Through Commercial buildings west of Pine Avenue.
Issues		Discussion
J1	Direct impact to at least two commercial buildings.	<ul style="list-style-type: none"> The Bypass would result in a right of way impact to at least two commercial buildings. A portion of the buildings would have to be reconstructed and a portion of the property obtained to allow for construction of the roadway.

Segment K.		Through Fairview Business Center Parking Lot.
Issues		Discussion
K1	Impact to existing Yardi Systems parking lot.	<ul style="list-style-type: none"> The Bypass is aligned through the middle of the Fairview Business Center parking lot, which could result in the elimination of up to 75 parking places.
K2	Roadway construction within San Pedro Creek Flood Way.	<ul style="list-style-type: none"> The Fairview Business Center parking lot is within the floodway of San Pedro Creek. Construction of a road through the floodway may require significant drainage mitigation measures.

Segment L.		Intersection with existing Fairview Avenue.
Issues		Discussion
L1	Intersection type.	<ul style="list-style-type: none"> This intersection would have to be signalized; there is no room for a roundabout.
L2	Profile of intersection streets.	<ul style="list-style-type: none"> Due to the vertical profile requirements of the Bypass Road bridge over San Pedro Creek, the creation of an at-grade intersection between Fairview Avenue and the Bypass Road may require raising the profile of Fairview Avenue which in turn would create a direct impact to the San Pedro Creek floodway and secondary impacts to adjacent properties.

Segment M.		Cross San Pedro Creek.
Issues		Discussion
M1	Bridge over San Pedro Creek.	<ul style="list-style-type: none"> The San Pedro Creek currently can contain no more than a 25 year flood event. A new bridge over the creek would be within the floodway and would need to have sufficient freeboard above the 100 year water surface elevation.
M2	Bridge over San Pedro Creek.	<ul style="list-style-type: none"> The proposed bridge would be located within the City of Santa Barbara and the Coastal Zone. Construction of the bridge would require permits from the City of Santa Barbara and the California Coastal Commission.

Segment N.		Northwest through City of Santa Barbara Airport properties - in City of Santa Barbara jurisdiction.
Issues		Discussion
N1	Impact to City of SB Airport parking.	<ul style="list-style-type: none"> Construction of the roadway may result in a reduction in parking spaces on City of Santa Barbara lease hold property.
N2	Impact to City of SB Petroleum Storage	<ul style="list-style-type: none"> The Bypass Road would have a direct impact on petroleum storage tanks. Existing tanks and underground piping would have to be

	Tanks.	relocated.
N3	Permit Authority	<ul style="list-style-type: none"> This section of roadway would be within the jurisdiction of the City of Santa Barbara and the Coastal Commission.

Segment O.		Intersection with existing Hollister Avenue west of Fairview Avenue - in City of Santa Barbara jurisdiction.
Issues		Discussion
O1	Intersection type.	<ul style="list-style-type: none"> Firestone Road is a frontage road immediately south of Hollister Avenue. It serves the Santa Barbara Airport administration offices, other airport related businesses and commercial business. Firestone Road is very close to Hollister Avenue and its proximity creates a complex intersection with Hollister Avenue. One possible solution is the construction of a roundabout intersection.
O2	Right of Way impacts.	<ul style="list-style-type: none"> A roundabout intersection would require a very large foot print and may impact adjacent commercial properties..

GLOBAL ISSUES

The following global issues will be encountered as the City moves forward with the Bypass Road project:

Right of Way

- a. The Bypass project would require considerable right of way. Some of this right of way is residential and some commercial. Roughly 487,000 square feet of right of way is required for a 6,500 linear foot Bypass road with a width of 76 feet. Assuming an average unit cost of 30\$/SF, land acquisition for right of way is approximately \$15 M. This rough estimate excludes contingency for other related right of way capital costs (relocation etc), escalation, or right of way soft costs consisting of appraisals and negotiations. This estimate assumes no property dedications and is defined as the “High Estimate” for right of way. A “Low Estimate” assumes dedication of:

- i. property east of Route 217
- ii. property between Route 217 and Pine Avenue
- iii. property west of Fairview Avenue (City of Santa Barbara)

With these dedications, the percent by area of dedicated property is approximately 79%. The “Low Estimate” for right of way based on 79% dedication, results in a right of way acquisition cost of approximately \$3 M.

- b. The Old Town Redevelopment Agency does not have eminent domain authority. Acquisition of the identified properties and rights of way would have to be performed by the City of Goleta.

Relinquishment

- a. The Bypass would likely trigger the relinquishment of the entire length of 217 to the City. Previous relinquishment proposals were opposed by UCSB and therefore, not supported by the CTC. UCSB’s support of the relinquishment of HWY 217 is crucial to the success of this project..

- b. The City would be required to pay all ongoing maintenance costs for the maintenance of that roadway from that point forward.

Cost/Funding

- a. The Bypass project would have to be delivered in phases; the total cost for the whole project is estimated from \$56 to \$71 M depending on the extent of property dedication (see attached Conceptual Cost Estimate). This dollar figure is in 2008 dollars. If the cost is escalated to a construction date of 2020 the figure will increase significantly (from \$85 to \$107 M). Due to the potential lack of a regional transportation benefit, the project may not be considered a strong candidate for state or federal transportation funds.
- b. A second issue is the existing Ekwill/Fowler project though Goleta Old Town. Currently, this STIP funded (Caltrans + Federal funding) project has expended close to \$3 M on the preliminary engineering/environmental phase of the project and the project is still over a year away from environmental approval. The STIP budget for the preliminary engineering/environmental phase has been expended. Any deviation from the current Ekwill/Fowler project scope may jeopardize future STIP funding currently obligated for the Ekwill/Fowler Project. The basis for such a decision would be:
 - Lack of progress on the current Ekwill/Fowler Project (already on final time extension)
 - High number of other regional projects in the County that warrant new funding
- c. In addition, a scope change may also trigger Caltrans to require a payback of the preliminary engineering/environmental STIP funds expended to date (\$3 M).

Schedule

With a phased approach, the logical phases of the Bypass project would be:

- Project A. Road construction from Kellogg Avenue to Fairview Avenue.
- Project B. Crossing of Route 217 and SJ Creek and link to Hollister Avenue east of Route 217.
- Project C. Crossing of San Pedro Creek and link to Hollister Avenue west of Fairview Avenue.

Given that each of these phases has independent utility and given the high cost of each project, the likely approach to implementation would be to deliver each project in sequence as follows:

Project A.

Start:	2008
Preliminary Engineering/Environmental:	2011
Design + Right of Way:	2014
Construction:	2017

Project B.

Start:	2015
Preliminary Engineering/Environmental:	2019
Design + Right of Way:	2022
Construction:	2025

Project C.

Start: 2023
 Preliminary Engineering/Environmental: 2026
 Design + Right of Way: 2029
 Construction: 2031

This timeline is contingent upon funding availability and assumes timely permit processing and authority.

CONCLUSIONS

Alignment Issues:		
Segments		Conclusion
Segment A.	Intersection with existing Hollister Avenue east of Route 217.	It is the conclusion of this evaluation that this segment of work can be accomplished.
Segment B.	Southwest through the County Patterson Agriculture Block to Route 217.	General Plan Amendment or City annexation may be required. It is the conclusion of this evaluation that this segment of work can be accomplished.
Segment C.	Through Commercial properties on east side of Route 217.	The right of way cost for this segment of work may be considerable due to the direct impacts to existing commercial building. Cost aside, it is the conclusion of this evaluation that this segment of work can be accomplished.
Segment D.	Cross under Route 217 and over the San Jose Creek Channel.	This segment of work would require the relinquishment of Route 217. Without the support of UCSB, it is the conclusion of this evaluation that this segment may be fatally flawed.
Segment E.	Cross over San Jose Creek Channel.	It is the conclusion of this evaluation that this segment of work can be accomplished.
Segment F.	Intersection with existing Kellogg Avenue.	It is the conclusion of this evaluation that this segment of work can be accomplished.
Segment G	Kellogg to Pine Avenue.	It is the conclusion of this evaluation that this segment of work can be accomplished.
Segment H.	Southwest through mobile home park.	This segment of work results in an impact to low income housing through the elimination of up to 13 mobile homes, and may require relocation assistance to the affected residents. It is the conclusion of this evaluation that this segment of work can be accomplished.
Segment I.	Intersection with existing Pine Avenue and crossing of Old San Jose Creek.	It is the conclusion of this evaluation that this segment of work can be accomplished.
Segment J.	Through Commercial building west of Pine Avenue.	The right of way cost for this segment of work may be considerable due to the direct impacts to existing commercial building. Cost aside, it is the conclusion of this evaluation that this segment of work can be accomplished.
Segment K.	Through Yardi Systems Parking Lot.	It is the conclusion of this evaluation that this segment of work can be accomplished.
Segment L.	Intersection with existing Fairview Avenue.	It is the conclusion of this evaluation that this segment of work can be accomplished.

Segment M.	Cross San Pedro Creek.	It is the conclusion of this evaluation that this segment of work can be accomplished.
Segment N.	Northwest through City of Santa Barbara Airport properties to Firestone Road.	While this segment will be challenging from a right of way standpoint, it is the conclusion of this evaluation that this segment of work can be accomplished.
Segment O.	Intersection with existing Hollister Avenue west of Fairview Avenue.	This segment of work requires a very complex intersection. While challenging, it is the conclusion of this evaluation that this segment of work can be accomplished.

Global Issues	
Issue	Conclusion
Relinquishment	A lack of support from UCSB for relinquishment of HWY 217 could be a fatal flaw.
Funding	The conceptual cost of the Bypass project in escalated dollars (see attached estimate) is between \$76 and \$107 M. It is unlikely that this level of funding will be available.
Schedule	Due to the length of time required to deliver such a project, there may be future issues that cannot be anticipated.
Permitting	Portions of the project are not within the permitting jurisdiction of the City of Goleta, specifically, the City of Santa Barbara, County of Santa Barbara and the Coastal Zone.
Authority	The City of Goleta does not have any authority to construct roads within the City of Santa Barbara, the County of Santa Barbara or on State Property (Route 217). Permission must be voluntarily granted to the City of Goleta by these other agencies before money could be invested in the design process.

EKWILL BYPASS - CONCEPTUAL PROJECT COST ESTIMATE

escalation rate = 3.50%
 escalation years = 12

Items	percentage		length ft	width/ ht ft	area sf	ave depth ft	volume cft	unit cost		Cost \$	Escalated Cost \$	Notes
	%	of						unit	\$/unit			
1 Route 217 - Embankment (import)			4,200	90	378,000	15	5,670,000	cft	1.11	\$6,293,700	\$9,510,213	unit rate = 30 \$/CY
2 Route 217 - Pavement			4,200	85	357,000			sft	10	\$3,570,000	\$5,394,515	4 lane fwy + shoulders
3 Route 217 - Structure over Ekwill Street			50	120	6,000			sft	300	\$1,800,000	\$2,719,924	
4a Route 217 - Retaining Walls			8,400	15	126,000			sft	50	\$6,300,000	\$9,519,733	
4b Route 217 - Drainage			-	-	-			LS	700,000	\$700,000	\$1,057,748	Drainage inlets +storm drains
5 SJ Creek Channel Bridge			60	76	4,560			sft	300	\$1,368,000	\$2,067,142	
6 San Pedro Creek Bridge			60	76	4,560			sft	300	\$1,368,000	\$2,067,142	
7 Roadway (includes intersections, roundabouts, curb, gutter, sidewalk, landscaping, lighting, drainage)			6,500	76	494,000			sft	20	\$9,880,000	\$14,929,358	All encompassing unit rate to cover all elements of street corridor.
8 Subtotal - Construction										\$31,279,700	\$47,265,774	
9 Construction Contingency	30%	Subtotal - Construction								\$9,383,910	\$14,179,732	
10 Total - Construction										\$40,663,610	\$61,445,507	
11a R/W Capital (high estimate)			6,500	76	494,000			sft	30	\$14,820,000	\$22,394,038	assumes no property dedications
11b R/W Capital (low estimate)			1,365	76	103,740			sft	30	\$3,112,200	\$4,702,748	assumes 79% dedication
12a R/W Contingency (high estimate)	25%	R/W capital								\$3,705,000	\$5,598,509	
12b R/W Contingency (low estimate)	25%	R/W capital								\$778,050	\$1,175,687	
13a Total - R/W (high)										\$18,525,000	\$27,992,547	
13b Total - R/W (low)										\$3,890,250	\$5,878,435	
Services												
14 Prelimin.Eng/Environ.	6%	Total - Construction								\$2,439,817	\$3,686,730	
15 Design	10%	Total - Construction								\$4,066,361	\$6,144,551	
16 R/W Services	5%	Total R/W								\$194,513	\$293,922	
17 Construction Management	12%	Total - Construction								\$4,879,633	\$7,373,461	
18 Total - Services										\$11,580,323	\$17,498,664	
19a Grand Total - Construction + R/W + Services (high estimate)										\$70,768,933	\$106,936,717	
19b Grand Total - Construction + R/W + Services (low estimate)										\$56,134,183	\$84,822,605	

ATTACHMENT 2

RBF Contract

**AGREEMENT FOR CONSULTANT SERVICES
 BETWEEN
 THE CITY OF GOLETA
 AND
 RBF CONSULTING**

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**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF GOLETA
AND
RBF CONSULTING**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this 6th day of May 2008, by and among the City of Goleta, a California municipal corporation ("CITY") and RBF Consulting, a California corporation, ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of one (1) year from the date of execution of this AGREEMENT, as first shown above. Such term may be extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SCOPE OF SERVICES.

CONSULTANT agrees to perform the services set forth in EXHIBIT "A" "SCOPE OF SERVICES" and made a part of this AGREEMENT. It is specifically agreed that Mr. Steve Huff P.E. shall be the individual responsible for providing services throughout the term of this AGREEMENT.

SECTION 3. ADDITIONAL SERVICES.

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" "SCOPE OF SERVICES", unless such additional services are authorized in advance and in writing by the City Council or City Manager of CITY. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

- (a) Subject to any limitations set forth in this AGREEMENT, CITY agrees

to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" and made a part of this AGREEMENT. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred and Twenty One Thousand Dollars (\$121,000), unless additional compensation is approved in writing by the City Council or City Manager.

(b) Each month CONSULTANT shall furnish to CITY an **original** invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT's invoice.

(d) Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of CONSULTANT's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work within sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise CONSULTANT's work shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, sections 15 and 16, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or

otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

(a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such

authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

SECTION 11. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical

handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

SECTION 12. UNAUTHORIZED ALIENS.

CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

SECTION 13. CONFLICTS OF INTEREST.

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that CONSULTANT is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Manager, except as may be required by law.

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 15. INDEMNIFICATION.

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

(b) If any action or proceeding is brought against INDEMNITEES by

reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under Section 16 shall ensure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) The provisions of this section do not apply to CLAIMS occurring as a result of the CITY's sole negligence or willful acts or omissions.

SECTION 16. INSURANCE.

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "C" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. CONSULTANT agrees to provide CITY with copies of required policies upon request.

SECTION 17. ASSIGNMENT.

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this Agreement or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

SECTION 18. CONTINUITY OF PERSONNEL.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT's staff assigned to perform the services required under this

AGREEMENT, prior to any such performance.

SECTION 19. TERMINATION OF AGREEMENT.

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(b) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY.

(c) If either CONSULTANT or CITY fail to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT's possession shall be returned to CITY. CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

SECTION 20. DEFAULT.

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

SECTION 21. EXCUSABLE DELAYS.

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

SECTION 22. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work

as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", shall be furnished to CONSULTANT in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

SECTION 23. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY: Daniel Singer
City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, California 93117

To CONSULTANT: RBF Consulting
Attention: Mr. Steve Huff P.E.
14725 Alton Parkway
Irvine, CA 92618-2027

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 24. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

SECTION 25. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 26. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the City Council. The

parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 27. WAIVER.

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 28. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

SECTION 29. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 30. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" through "C", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 31. SEVERABILITY.

If any term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable,

the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF GOLETA

By _____
Daniel Singer, City Manager

APPROVED AS TO FORM:

Julie Hayward Biggs, City Attorney

CONSULTANT:

By _____
(Authorized Officer)

By _____
(Authorized Officer)

EXHIBIT "A"
SCOPE OF SERVICES



JN 30-100607

March 27, 2008

Mr. Steve Wagner
CITY OF GOLETA
130 Cremona Drive, Suite B
Goleta, CA 93117

Subject: Additional Work Request No. 4 for
Ekwill Street / Fowler Road Extension (Revised March 27, 2008)

Dear Steve:

Based on direction received in our conference call with the City of Goleta project team for the Ekwill Street/Fowler Road Extension project on January 29, 2008, we have prepared a revised Additional Work Request (AWR) No. 4 to incorporate revisions associated with the realignment of Ekwill Street between Pine Avenue and Kellogg Avenue. The other additional work tasks (Tasks 1 through 6) outlined in our December 7, 2007 letter are also included in the AWR No. 4 document and remain unchanged.

We appreciate the opportunity to work with you and other members of the project team and look forward to bringing to conclusion the Project Report phase of this important project. If you have any questions or require any additional information please call me at (949) 855-3624.

Sincerely,

Steve Huff, P.E.
Senior Vice President
Transportation/Public Works Engineering

cc: Rosemarie Gaglione, *City of Goleta*
Gerald Comati, *COM3 Consulting*
Darin Johnson, *RBF Consulting*
Sean Houck, *RBF Consulting*

H:\pdata\30100607\Admin\contract\AWR No. 3.doc

Exhibit "A"
Ekwill Street / Fowler Road Extension
Additional Work Request
Scope of Work

Task 1 Stormwater Data Report

Prepare a Stormwater Data Report in conformance with Caltrans March 2007 guidance documents for the Project Report phase. This report will define stormwater quality issues and pollutants of concern and propose a list of potentially feasible BMP's to be evaluated in later phases of the project design.

Deliverables

Stormwater Data Report

Task 2 Roundabout Geometric Design Revisions

Revise previously completed design documents for the roundabouts to successfully address Caltrans' alleged claim of a "fatal flaw" in the operation of the roundabouts that preserved the concept of roundabouts at the SR-217/Hollister ramp terminals.

Deliverables

Revised SR-217 Roundabout Concepts for Bodiiani Driveway

Task 3 Preliminary Materials Report/Foundation Report

In accordance with Caltrans current practice and to better define the scope and future capital cost of the project, prepare a preliminary Materials Report and Foundation Report for the retaining wall along the SR-217 southbound off-ramp.

Deliverables

Preliminary Materials and Foundation Reports

Task 4 Conceptual State Construction Sequence Plan

In accordance with Caltrans request, given the uniqueness of replacing the standard intersection configurations with roundabouts at the two ramp intersections, prepare a concept staging plan illustrating the general sequence of construction within the interchange area.

Deliverables

Conceptual Stage Construction Sequence Plan

Task 5 Roundabout Alternative Analysis for San Jose Creek Bridge Preservation

Developed and evaluated 4 conceptual alternatives to realign the westerly leg of the Hollister Avenue/SR-217 ramp intersection roundabout. Attended one meeting at the City of Goleta to review alternatives and select a preferred alternative. Initiated research of prefabricated bridges and developed

conceptual construction costs. Alternatives included 1) maintain position of existing roundabout, add pedestrian bridge; 2) maintain roundabout position, realign westerly Hollister leg to accommodate northerly sidewalk on existing bridge; 3) shift roundabout south and east to accommodate northerly sidewalk on existing bridge, and maintain clear stopping sight distance on eastbound Hollister; 4) shift roundabout south with a full take of Bodiani property.

Deliverables

SR-217 Roundabout Evaluation for San Jose Creek Bridge Preservation

Task 6 Hollister Ave. Pedestrian Bridge Conceptual Design and Coordination

Evaluate existing conditions and proposed improvements for preliminary orientation, vertical alignment, and estimated construction costs of 100' +/- prefabricated pedestrian bridge along Hollister Ave. at San Jose Creek. This includes the following work program for the Project Report phase:

- Evaluate and recommend prefabricated bridge type and manufacturer. Determine foundation type based on evaluation of geotechnical report provided by City and environmental constraints. Estimate foundation cost.
- Evaluate CLOMR and RAS Model for proposed San Jose Creek floodway improvements and impacts at proposed pedestrian bridge location. Recommend alternatives to protect pier cap and foundation from scour. This does not include a scour analysis of the creek which is assumed to be provided by others.
- Establish orientation of bridge relative to environmental and other project constraints. Prepare preliminary horizontal and vertical alignment of mixed-use path between Dearborn Place and the westerly creek bank conform. Coordinate with environmental consultants and San Jose Creek improvements. Prepare estimated cost.

Deliverables

Hollister Ave Pedestrian Bridge Concept

Task 7 Preliminary Engineering for Realigned Ekwil Street

Task 7.1 Ekwil Street Conceptual Alternative Analysis for Revised Alignment

This task includes development of one design alternative at the intersection of Kellogg Place and Kellogg Avenue. In addition to the intersection alternative, two roadway alignment concepts will be developed for Ekwil Street between Pine Avenue and Kellogg Place. The roadway alignment alternatives will be based on aligning Ekwil Street with Kellogg Place and minimizing the right of way take of developed property. An assessment of driveway access to developed parcels will be evaluated for each of the roadway alignments. A total of two (2) concept level drawings will be prepared for the following alternatives:

- Conventional "T" intersection for each alignment concept (2 drawings)

Under this task conforming improvements along Kellogg Avenue between the new intersection of Ekwil Street and Kellogg Way will be evaluated.

This task and associated fee is based on one round of revisions to the conceptual alternatives after input from the City and project team.

Deliverables:

Four Concept Drawings

Task 7.2 Supplemental Project Study Report (SPSR) Revisions.

Revise the SPSR to include the historic alignment of Ekwil Street as an alternative considered and rejected and incorporate the new alignment of Ekwil Street. Revisions include text, figures and cost estimates.

Deliverables

Revised Supplemental Project Study Report (SPSR)

Task 7.3 Data Collection

As it pertains to work elements that were not completed under previous contract authorizations, Consultant shall collect available information from the City of Goleta, County of Santa Barbara, and Caltrans and perform field investigation when necessary. In addition, Consultant shall retrieve previously archived work to assess its applicability and incorporation into this phase of the work program. Information could include items such as as-builts, traffic data, right-of-way, and other relevant information.

Deliverables

Collection of data and information utilized in the preparation of the PR.

Task 7.4 Ekwil Street Geometric Plan Refinement for Revised Alignment

Based on the preferred roadway alignment and intersection from Task 7.1 and environmental avoidance areas, preliminary engineering geometric plans will be prepared for the project at a metric scale of 1:500. Plan, profile, and superelevation diagrams will be prepared for new and/or revised roadway facilities.

The designs will include geometric descriptions, such as centerline bearing and radii; vertical grades and alignment; limits of cut and fill slopes; and existing and proposed right-of-way lines. The drawing will provide sufficient detail to allow identification of the scope of the project and impacts on the surrounding environment and to support the development of cost estimates. Typical road sections showing lane widths, shoulder widths, median widths, and slopes will also be shown.

Detours and/or street closures will be qualitatively evaluated, if needed, for the portion of Ekwil Street overlapping Kellogg Ave. No separate plans, exhibits or analysis will be prepared.

Deliverables

Preliminary Geometric Plans

Task 7.5 Utility Research

The City shall obtain as-built utility plans from utility companies and provide to RBF. Major utilities shall be plotted on the project base sheets from the results of this record search. High-risk utilities, as defined by Caltrans, shall be identified. No potholing for identification and/or verification purposes is considered to be within the scope of work.

Deliverables

Revised Utility Base Mapping

Task 7.6 Traffic Impact Analysis (TIA) Revisions

Consultant will revise the TIA to include evaluation of the revised Ekwill Street alignment. This scope of work assumes the study area will be expanded to include traffic analysis at Kellogg Avenue / Kellogg Place intersection. Analysis of the Kellogg Avenue / Kellogg Place intersection will be based on existing and forecasted 2030 year a.m. peak hour and p.m. peak hour traffic volumes provided by City staff. Traffic data and assumptions included in the current TIA (August 2006) will be considered valid and will not be revised.

This scope of work assumes the existing and forecast intersection a.m. and p.m. peak hour traffic volumes will be provided by the City. If additional traffic counts are required, they can be accommodated on a time-and-materials basis for a fee in addition to the fee associated with this scope of work.

RBF will analyze the study intersections for three analysis scenarios: existing, long-range with project, and long-range without project utilizing intersection capacity utilization (ICU) analysis. The analysis will be prepared utilizing a TRAFFIX-based analysis model generated by RBF in conformance with Agency guidelines. The analysis will analyze and document a.m. peak hour and p.m. peak hour conditions based on forecast volumes. Long-range forecast traffic volumes will be derived by applying an annual growth rate factor provided by the Agency to existing traffic values, plus the addition of trips forecast to be generated by the long-range planned land uses in the Old Town area.

RBF will revise the traffic analysis as a separate bound (stand-alone) report that can be incorporated in its entirety into the environmental document. Additionally, based on formatting direction received from the environmental consultant, RBF will revise the Traffic & Circulation section of the draft and final environmental document. This scope of work also assumes revision will only be made to portions of the documents related to the Ekwill Street realignment. Response to comments during the environmental review process will be provided.

This scope of work assumes:

- 1) The traffic analysis will evaluate only a.m. and p.m. peak hour conditions for existing, long-range without project, and long-range with project scenarios; no daily traffic analyses are assumed;

- 2) The Agency will provide an annual growth rate factor, and the long-range planned land uses in the Old Town area to RBF for use in deriving long-range traffic volumes.
- 3) RBF will prepare the responses to the comments received on the traffic portion of the environmental document.

Deliverables

Revised Traffic Impact Analysis Report
Revised EIR Traffic Section
Public Final Traffic Impact Analysis Response to Comments
Public Final EIR Traffic Section Response to Comments

Task 7.7 Right-of-Way Assessment

Consultant will incorporate Assessor's Parcel Map data north of Kellogg Place and for the triangular area bounded by Kellogg Avenue, Kellogg Way, and Kellogg Place. It is assumed the parcel map data will be provided by City staff and will be adequate for right-of-way take calculations. No field survey or right of way mapping calculations will be performed for this task.

Based on the preliminary geometric plans, right-of-way impacts will be documented for review and approval by the City. Potentially impacted areas will be reviewed to assess the likely degree of impact (full or partial take, severance, etc.).

Deliverables

Right-of-Way Delineation on Layout Plans

Task 7.8 Cost Estimate Revisions

Revise quantity calculations due to the revision of the Ekwil Street alignment.

Deliverables

Revised Quantity Calculations

Task 7.9 Preliminary Drainage Study Revisions

Due to a revision of the project alignment, a conceptual drainage review will be conducted for the new alignment. Schematic system layouts for the project area including local street drains and the regional flood control facilities will be prepared. New systems or upgraded system requirements will be estimated. Detailed hydraulic/hydrologic calculations are outside the scope of this PR preparation process. Available as-built drawings and other hydrology data will be reviewed to determine the impact to existing drainage facilities and identify conceptual drainage facility improvement locations.

Deliverables

Preliminary Drainage Study

Task 7.10 Technical Support to Environmental Consultant and Response to Comments

During the preparation of the Environmental Document, Consultant will provide technical support in response to comments as required by the environmental consultant. This task is relative to civil design elements associated with the preferred alternative. Response to comments relative to traffic is covered under Task 7.6.

Consultant shall coordinate with the Environmental Consultant to establish environmental avoidance areas and to share CADD base files in the preparation of the ED and PR based on the revised alignment.

Deliverables

*Technical Support to Environmental Consultant
Environmental Document Response to Comments*

Task 7.11 Project Meetings

Consultant will attend a total of three (3) Project Workshops or meetings with the City and other involved parties to present, discuss and resolve critical issues affecting the Project associated with the revised alignment.

Deliverables:

Attendance at Three (3) Project Meetings

Task 7.12 Project Management and Coordination

Consultant will monitor, supervise, and coordinate the work program relative to changes in deliverables associated with the revised design of Ekwill Street.

Deliverables:

Project Management / Coordination

Task 7.13 Expenses

Consultant shall provide all reproduction services, computer expenses and other miscellaneous related expenses for the project associated with the revised design of Ekwill Street.

Consultant shall be paid a mileage reimbursement at \$0.50 per mile, rail or air transportation costs to attend all meetings and visit the project site as required to complete the project, as identified by this Scope of Work. To facilitate overall project delivery and for efficient travel time, overnight accommodations not to exceed \$150/night will be reimbursable. Per diem expenses will not be reimbursable.

SUMMARY OF EXCLUSIONS/ASSUMPTIONS

General

1. The cost proposal is based on the assumption that no changes in the alignment or character of the project evolves from the environmental clearance process that would appreciably change the supporting documents and technical work product.
2. Consultant assumes City, County, Caltrans, and private property encroachment and right-of-entry permits will be provided by the issuing agency at no cost or will be funded by the City.
3. It is assumed that the City will secure private property owner permission for entry onto private property for any visual field surveys.
4. It is assumed that the City will provide environmental delineations of avoidance areas prior to commencement of geometric plan refinement.
5. It is assumed that one (1) build alternative for Ekwill Street will be evaluated in the Project Report.
5. The following items are excluded from this scope of work:
 - Preparation of a Cooperative Agreement.
 - Preparation of a Modified or New Access Report.
 - Legal descriptions and Exhibits.
 - Right-of-way Appraisal Maps.
 - Field Surveys.
 - Geometric Approval Drawings (GAD's).
 - Advance Planning Studies.
 - Structure Type Selection Reports.
 - Geotechnical Field Investigations, Borings or Testing.
 - Final Materials Report.
 - Final Foundation Report
 - Aerially Deposited Lead Report.
 - Environmental Project Description.
 - San Jose Creek Channel Design.
 - Coordination with NMFS.
 - Preparation of detailed roundabout "Fact Sheets" for Ekwill Street and Fowler Road.
 - Landscape Exhibit of the revised Ekwill Street alignment.
 - Curb, gutter, sidewalk modifications or improvements along Kellogg Avenue south of the Kellogg Way intersection.
 - Public presentation materials or attendance at public meetings.

EXHIBIT "B"
COMPENSATION

Exhibit "B"
Ekwill Street / Fowler Road Extension
Additional Work Request
Compensation

Task		Compensation	
1	Stormwater Data Report		\$7,500
2	Roundabout Geometric Design Revisions		\$20,000
3	Preliminary Materials Report / Foundation Report		\$13,000
4	Conceptual Stage Construction Sequence Plan		\$5,000
5	Roundabout Alternative Analysis for San Jose Creek Bridge Preservation		\$5,000
6	Hollister Avenue Pedestrian Bridge Conceptual Design and Coordination		\$10,000
	Subtotal - Tasks 1 through 6		\$60,500
7	Preliminary Engineering for Ekwill Street Realignment		\$60,500
7.1	Ekwill Street Conceptual Alternative Analysis for Revised Alignment	\$10,500	
7.2	Supplemental Project Study Report (SPSR) Revisions	\$4,500	
7.3	Data Collection	\$2,000	
7.4	Ekwill Street Geometric Plan Refinement for Revised Alignment	\$12,000	
7.5	Utility Research	\$1,000	
7.6	Traffic Impact Analysis (TIC) Revisions	\$6,000	
7.7	Right-of-Way Assessment	\$1,000	
7.8	Cost Estimate Revisions	\$1,500	
7.9	Preliminary Drainage Study Revisions	\$3,000	
7.10	Technical Support to Environmental Consultant and Response to Comments	\$5,000	
7.11	Project Meetings	\$4,500	
7.12	Project Management and Coordination	\$6,500	
7.13	Expenses	\$3,000	
	Grand Total - All Tasks		\$121,000

Note: The Aerially Deposited Lead Study referenced in the letter dated October 19, 2007 will be prepared by Padre under separate contract to the City of Goleta.

EXHIBIT "C"

INSURANCE

A. Insurance Requirements. CONSULTANT shall provide and maintain insurance, acceptable to the City Manager or City Counsel, in full force and effect throughout the term of this AGREEMENT, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. CONSULTANT shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the CONSULTANT and all risks to such persons under this AGREEMENT.

(4) Errors and omissions liability insurance appropriate to the CONSULTANT's profession.

2. Minimum Limits of Insurance. CONSULTANT shall maintain limits of insurance no less than:

(1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.

(4) Errors and Omissions Liability: \$1,000,000 per occurrence.

B. Other Provisions. Insurance policies required by this AGREEMENT shall contain the following provisions:

1. All Policies. Each insurance policy required by this paragraph 15 shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this AGREEMENT, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to RBF Consulting.

2. General Liability and Automobile Liability Coverages.

(1) CITY, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities CONSULTANT performs; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, and their respective elected and appointed officers, officials, or employees.

(2) CONSULTANT's insurance coverage shall be primary insurance with respect to CITY, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self insurance maintained by CITY, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, CONSULTANT's insurance.

(3) CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation and Employer's Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against CITY, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by CONSULTANT.

C. Other Requirements. CONSULTANT agrees to deposit with CITY, at or

before the effective date of this contract, certificates of insurance necessary to satisfy CITY that the insurance provisions of this contract have been complied with. The City Attorney may require that CONSULTANT furnish CITY with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. CONSULTANT shall furnish certificates and endorsements from each subcontractor identical to those CONSULTANT provides.

2. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY or its respective elected or appointed officers, officials, employees and volunteers or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.

ATTACHMENT 3

URS Contract

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF GOLETA
AND
URS CORPORATION**

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**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF GOLETA
AND
RBF CORPORATION**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this 6th day of May 2008, by and among the City of Goleta, a California municipal corporation ("CITY") and the URS Corporation, a Nevada corporation, dba URS Corporation Americas ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of one (1) year from the date of execution of this AGREEMENT, as first shown above. Such term may be extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SCOPE OF SERVICES.

CONSULTANT agrees to perform the services set forth in EXHIBIT "A" "SCOPE OF SERVICES" and made a part of this AGREEMENT. It is specifically agreed that Mr. Craig Woodman shall be the individual responsible for providing services throughout the term of this AGREEMENT.

SECTION 3. ADDITIONAL SERVICES.

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" "SCOPE OF SERVICES", unless such additional services are authorized in advance and in writing by the City Council or City Manager of CITY. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" and made a part of this AGREEMENT. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred and Twenty Six Thousand Five Hundred and Two Dollars (\$126,502), unless additional compensation is approved in writing by the City Council or City Manager.

(b) Each month CONSULTANT shall furnish to CITY an **original** invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT's invoice.

(d) Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of CONSULTANT's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work within sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise CONSULTANT's work shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, sections 15 and 16, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

(a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this

AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

SECTION 11. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

SECTION 12. UNAUTHORIZED ALIENS.

CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

SECTION 13. CONFLICTS OF INTEREST.

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that CONSULTANT is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Manager, except as may be required by law.

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 15. INDEMNIFICATION.

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys'

fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise to the extent caused by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under Section 16 shall ensure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

SECTION 16. INSURANCE.

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "C" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. CONSULTANT agrees to provide CITY with copies of required policies upon request.

SECTION 17. ASSIGNMENT.

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this Agreement or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

SECTION 18. CONTINUITY OF PERSONNEL.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

SECTION 19. TERMINATION OF AGREEMENT.

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(b) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY.

(c) If either CONSULTANT or CITY fail to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT's possession shall be returned to CITY. CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

SECTION 20. DEFAULT.

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

SECTION 21. EXCUSABLE DELAYS.

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of

CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

SECTION 22. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", shall be furnished to CONSULTANT in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

SECTION 23. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY: Daniel Singer
City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, California 93117

To CONSULTANT: URS Corporation
Attention: Mr. Tim Cohen
130 Robin Hill Road
Goleta, CA 93117

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 24. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

SECTION 25. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 26. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 27. WAIVER.

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 28. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

SECTION 29. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 30. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" through "C", is the entire, complete, final and exclusive expression of the parties with respect to the

matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 31. SEVERABILITY.

If an term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF GOLETA

CONSULTANT:

By _____
Daniel Singer, City Manager

By _____
(Authorized Officer)

APPROVED AS TO FORM:

By _____
(Authorized Officer)

Julie Hayward Biggs, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

March 27, 2008

City of Goleta
Community Development Department
130 Cremona Dr., Suite B
Goleta, CA 93117
ATTN: Steve Wagner

**Re: City of Goleta Fowler Road and Ekwill Street Extensions Project
Environmental Impact Report/Environmental Assessment
Revised URS Request for Contract Amendment to Provide Additional Services**

Dear Mr. Wagner:

Per URS' contract with the City of Goleta (City), dated December 15, 2003, as amended, URS is preparing the above-referenced Environmental Impact Report/Environmental Assessment (EIR/EA). The currently approved contract is based on 2003 labor rates and stipulates, among other items, preparation of one Administrative EIR/EA (ADEIR/EA), one Draft EIR/EA (DEIR/EA), one Administrative Final EIR/EA (AFEIR/EA), and one Final EIR/EA (FEIR/EA). A complete ADEIR/EA was submitted to the City in December 2006.

Because of project changes and additional Caltrans requirements detailed below, a second and third ADEIR/EA will be required and Caltrans has indicated that the City should plan on preparing one additional AFEIR/EA as well. These directions and similar requirements that were not included in the original scope will result in increased costs associated with preparing additional administrative documents and will extend the project schedule another 18 months through July, 2009, thereby increasing project management activities and the number of Environmental Coordination Meetings between the City, Caltrans, and URS. In addition, the currently-approved labor rates were established in 2004 and have never been adjusted.

Based on the above, URS is requesting a second scope-of-work (SOW) amendment that updates our labor rates (see Attachment 1), revises the scope of existing Tasks 3, 5, and 8 (see below), and increases the contract value to reflect changes in the scope-of-work (see Attachment 3).

The scope of this amendment request has been developed in consultation with the City's representative, Mr. Gerald Comati (COM3 Consulting).

PROPOSED SCOPE CHANGES TO TASKS 3, 5 AND 8

TASK 3 PREPARE THREE ADMINISTRATIVE DRAFT EIR/EAS

The current contract calls for Task 3 to include preparation of one ADEIR/EA, which was submitted in December 2006. This contract amendment would revise Task 3 to include preparation of two additional ADEIR/EAs for a total of three. The second ADEIR/EA would be prepared by revising the December 2006 ADEIR/EA to incorporate additional changes itemized below. Following agency review of the second ADEIR/EA, URS will revise the document in response to agency comments and prepare a third and final ADEIR/EA. Sub-tasks are detailed below.

Task 3A Prepare Second ADEIR/EA

The second ADEIR/EA will incorporate the following changes in scope:

3A1. Incorporate a New Pedestrian/Bike Bridge into the Project Description. The City is proposing to augment the proposed project to include construction and use of a new prefabricated bridge over San Jose Creek just north of the existing Hollister Avenue Bridge. To help ensure the bridge design minimizes biological impacts, URS performed additional biological services, including field visits, constraints analyses, and associated GIS mapping between November 16 and December 5, 2007 (see Attachment 2 for details).

Once URS is provided with appropriate design information and plans, we will:

- i. Review the information, request additional data as necessary, and then revise the EIR/EA project description with additional text and two new figures (a photograph of the prefab bridge and an engineering plan view and cross-section);
- ii. Revise all current EIR/EA maps showing the new bridge site;
- iii. Revise and obtain Caltrans approval of a revised APE map, and revise the text and all relevant graphics of the NES and Cultural Resource HPSR and ASR to include analysis of the new bridge;

- iv. Assess impacts of the new bridge and revise all relevant portions of the EIR/EA, including the Executive Summary, Section 1 Proposed Project/Action, and all relevant portions of Sections 2 and 3. All technical sections will be reviewed and revised as necessary to reflect the addition of the new bridge. Technical sections needing the most review and revision include Visual/Aesthetics, possibly Air Quality, and multiple biological sections.

3A2. Section 4(f) Analysis. It was determined that land needed for the project is designated for Open Space and Recreation and a significant historic site is located within the APE and Caltrans requires compliance with Section 4(f) of the Department of Transportation Act of 1966. URS will collect and review regulatory guidance documents regarding the issue. Based on City and Caltrans' comments, it appears that there will be no need to conduct further Section 4(f) analysis and no need to prepare a Section 4(f) EIR/EA appendix.

3A3 Review and Incorporate New Phase I and Phase II (Brownfield) Reports and Prepare a New Hazardous Materials and Hazardous Waste Appendix. URS has reviewed and incorporated Phase I EDR into the existing ADEIR/EA. The City has hired another consultant to prepare a Phase II report for Old Town Goleta. The Phase II report is expected to be available in March, 2008. URS will review the report and incorporate it as needed into the EIR/EA. In addition, Caltrans has indicated it wants the EIR/EA to include a new technical appendix containing backup documents for the Hazardous Materials and Hazardous Waste section. These documents, including the new Phase II report, will be compiled and presented as a stand-alone technical appendix.

URS assumes the City would provide URS with sufficient hard copies of the report to meet Caltrans and EIR/EA needs.

3A4 Simplify EIR/EA Technical Sections. At the September and November, 2007 Environmental Coordination Meetings Caltrans' Larry Newland verbally indicated that its new unwritten policy is to greatly simplify technical sections of environmental documents like the EIR/EA. Given that the format and content of all current sections are consistent with local practices and professional standards, such editorial revisions are considered beyond the currently approved scope. Caltrans indicated the existing Noise section should be re-written for the layperson and would include only the most straightforward tables and graphics. More complicated tables and graphics would be included in an appendix to the EIR/EA. Any highly technical noise-related tables, figures and other backup data could be included in a separate Technical Backup Report (note: URS does not believe the existing section includes any material suitable for a Technical Backup Report). Such wholesale changes will require considerable labor

and will involve the URS project manager, technical specialists, word processing staff, technical editor and QA/QC personnel.

With the exception of Noise, which Caltrans singled out, it is unclear whether future Caltrans review will require other sections to be as substantially modified as the Noise section, but the Air Quality section also has a number of data tables and URS assumes this section may need to be modified as per the Noise section. However, given that Caltrans has not required such modification, URS will refrain from revising the section until we receive specific comments to do so from the City or Caltrans.

In addition to the major changes noted above, URS will complete additional technical review of all URS-prepared technical sections and make minor editorial changes as needed to simplify the language. The present scope amendment assumes only the Noise and perhaps the Air Quality section would need to be significantly revised to simplify language.

We should note that "simplify" is a subjective term and, given that Caltrans has no written guidance in this regard and has not provided examples of what it considers simplified sections, the City should be aware that it is not clear whether Caltrans will require additional changes beyond those noted above.

3A5 Revise EIR/EA to be consistent with Caltrans' new Annotated Outline and Writing Template. Initial analyses were prepared in accordance with Caltrans' August 2005 Annotated EIR/EA Outline, but had to be revised when Caltrans issued a new Annotated Outline in August 2006. URS prepared the Administrative Draft EIR/EA (ADEIR/EA) (December 2006) in accordance with the new 2006 outline without requesting additional funding. However, due to delays outside of URS' control, agency review of the December 2006 ADEIR/EA has not been completed and Caltrans has indicated the ADEIR/EA should be revised in accordance with the Caltrans' new August 2007 Annotated EIR/EA Outline and the new December 3, 2007 Writing Template.

Compliance will require careful review of both Caltrans' documents and equally careful technical editing of the ADEIR/EA and appendices. It will also require that all sections of the ADEIR/EA be cut and pasted into the new writing template. We believe this will reveal some organizational discrepancies that will require moderate levels of additional writing and word processing. Also, while the current ADEIR/Ea has all figures located in Appendix A, the new writing template illustrates that several figures are to be included in Chapter 1 and it notes that other figures should be inserted "in the document". It is not clear whether "in the document" means that all figures must be moved into the body of the EIR/EA or whether some figures could be left in Appendix A. Discussions with Caltrans' representative Paula Huddleston resulted in

an agreement that figures will be inserted into the main body of the document where the Caltrans template specifically locates them (i.e., in Chapter 1). All others can go into the appendix. Therefore, costs for moving all figures into the main body of the document are not included herein. Should Caltrans guidance eventually require all figures to be inserted into the main body of the document, URS assumes the City would increase the contract value to compensate URS for such out-of-scope activities. The new Caltrans documents also include new guidance that requires additional and more elaborate growth analyses, a brief analysis of climate change issues, and each resource area needs to be expanded to address new requirements for the cumulative impacts analysis.

- **New Growth Analysis.** In accordance with Caltrans guidance provided by Paula Huddleston, the new growth analysis will follow the two-step approach outlined in the template, that the analysis would be qualitative in nature and would rely on the City's General Plan for data, and that the analysis would address positive aspects of in-fill growth in an urban environment.
- **Climate Change analysis.** The new discussion of climate change will rely on template wording and will indicate that the project's reduction of traffic congestion would result in no increased contribution to climate change.
- **Revised Cumulative Impact Discussion.** Caltrans updated its cumulative impact analysis guidelines in November, 2007. To comply with the 8-Step Approach, all URS technical leads will carefully review the Caltrans guidance document and revise each technical section to include a formal definition of the Resource Study Area (RSA), and a discussion of the current health and historical context of each resource as defined by Caltrans. In addition, each technical section will be restructured as needed to present the analysis according to the logic of the 8-step Approach.

3A6 Revise the Consistency Analysis Tables 2.1-1 through 2.1-6. The City provided URS with these tables partially completed. URS completed them and incorporated them into the December 2006 ADEIR/EA. Caltrans objects to the format, which incorporates policy language verbatim. This greatly adds to the tables' length, which totals approximately 50 pages. URS proposes to shorten the tables by summarizing the policy language.

3A7 Produce the Second ADEIR. Based on recent agency comments, URS assumes it would submit a total of four hard copies of each of the two additional ADEIR/EAs for review and comment (two copies for each lead agency).

TASK 4 PREPARE PUBLIC DRAFT EIR/EA

In light of recent trends, URS recommends reducing the number of hard copy versions of the DEIR/EA from 100 to 40 and increasing the number of CDROM copies from 1 to 60.

URS's current contract does not include providing poster-size project maps or other similar materials for public meetings or hearings. URS assumes it would provide up to 10 poster-size figures from the EIR/EA.

TASK 8 ONGOING PROJECT MANAGEMENT AND MEETINGS

Extending the project schedule until July, 2009 will require additional routine activities associated with tracking costs, preparing and reviewing invoices and backup documentation, and other similar administrative and management activities.

In addition, the URS Project Manager (PM) will meet with the City and hold teleconferences with the City as needed and attend 9 bi-monthly meetings with the City and Caltrans from January, 2008 through the end of the project, assumed here to be July, 2009.

CONTINGENCY

A contingency fund would be established that would be used only with City of Goleta written authorization to conduct activities outside of the approved scope of work.

ADDITIONAL ASSUMPTIONS

In addition to assumptions included in the above, costs of this amendment request are also based on the following:

1. No visual simulations of the new bridge or any other project element will be prepared as a result of agency or public comments. Any photographs or renderings of the bridge to be included in the EIR/EA would be provided to URS.
2. The City will not substantially change the format or content of Chapter 3. The current Chapter 3 was prepared in accordance with Caltrans' Annotated Outline, but Patty Miller of the City commented that the brevity of Chapter 3 could make it appear to some that the CEQA analysis was inadequate. Caltrans responded that the City could revise Chapter 3 if it wanted. URS will make any changes the City may request, but Chapter 3 is factually correct, it is consistent with the Caltrans Annotated Outline, and substantial changes to

the chapter are not included in this scope amendment because URS does not know what those changes might be.

3. URS assumes that all future versions of the EIR/EA and technical appendices will be produced in accordance with the current Caltrans' August, 2007 Annotated Outline and the December 3, 2007 Writing Template.
4. URS assumes the City would provide URS with sufficient hard copies of the Traffic appendix and the forthcoming Phase II report to meet Caltrans and EIR/EA needs.
5. URS assumes only the Noise and Air Quality sections will require substantial rewriting to simplify language and move more complex language and data tables to appendices or separate technical backup reports.
6. URS believes it is prudent to assume that Caltrans will have a moderate level of new comments on the next ADEIR/EA. However, URS assumes responding to those comments will require no new data gathering or analysis as the ADEIR/EA will be prepared in accordance with Caltrans' guidance documents noted above.
7. Public comments will not require additional data gathering or analysis. URS has been given to understand that no public controversy or opposition is likely, and therefore we assume that approximately 10 public comment letters containing approximately 30 comments will be received. URS assumes most comments can be aggregated into a smaller number of topical groups and addressed with topical responses.
8. URS will prepare four hard copies (two to each lead agency) and one electronic copy of all future administrative documents.
9. The number of hard copies of the DEIR/EA will be reduced from 100 copies to 40 and electronic copies will be increased from 1 to 60.
10. The City will distribute the DEIR/EA and technical appendices.
11. URS assumes 10 hard copies of technical appendices will be prepared (but see next paragraph)

SCOPE ISSUE TO BE CLARIFIED WITH THE CITY

Number of Technical Appendix Copies. While the cultural resource appendix is confidential and will not be distributed to the public, the number of hard copy versions of the other stand-

Steve Wagner
City of Goleta, Community Development Department
February 11, 2008
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alone technical appendices/technical reports that would be publically available has not been defined. URS suggests making the appendices available upon request and emphasizing distribution of CDROM versions over hard copies.

For costing purposes, our cost estimate (Attachment 3) assumes 10 hard copies of each appendix would be prepared, but URS requests that the City and/or Caltrans confirm this figure before this amendment request can be finalized.

COSTS

Based on the above changes in scope, URS is requesting an additional \$126,502 in funding (see Attachment 3).

CONCLUSION

Please contact Craig Woodman or Tim Cohen should you have any questions. We are available to discuss any comments or concerns you may have regarding this scope amendment request. URS appreciates the opportunity to provide consulting services to the City. We look forward to continuing our collaboration with you and the City as we complete the project.

Sincerely,
URS Corporation

Craig Woodman
CEQA ♦ NEPA Project Manager

Timothy J. Cohen
Vice President

Cc: Rosemarie Gaglione, City of Goleta
Gerald Comati, COM3 Consulting

Attachment 1: 2008 Labor Rates
Attachment 2: Biological Constraints
Attachment 3: Costing Summary—Second Contract Amendment

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City of Goleta, Community Development Department
February 11, 2008
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ATTACHMENT 1

2008 LABOR RATES

URS Corporation

2008 SPECIAL SCHEDULE OF FEES AND CHARGES

Ekwill Fowler Project

The following describes the basis for compensation for services performed during the fiscal year 2008. This Schedule of Fees and Charges will be adjusted annually on January 1 of each subsequent fiscal year to reflect merit and economic salary increases, and changes in the expected level and mode of operations for the new year. The new Schedule of Fees and Charges will apply to new assignments.

PERSONNEL CHARGES

The charge for all time required in the performance of the Scope of Services, including office, field and travel time, will be at the Unit Priced Hourly Rates set forth below for the labor classifications indicated.

Job Step	Description or Classification	Rate
ADM1, 2 *	Administrator	55
ADM3,4*	Sr. Administrator	70
CLE1,2 *	Clerical	55
CLE3, 4, 5*	Sr. Clerical	70
TEC1,2 *	Drafter/Technician	65
TEC3*	Senior Drafter/Technician/GIS	80
PRO1		
SCI2, ENG2,	Senior Staff Scientist/Engineer	90
PRO2		
SCI3, ENG3,	Project Scientist/Engineer	120
PRO3		
SCI4, ENG4,	Senior Project Scientist/Engineer	130
PRO4		
MGR2	Senior Project Manager	155
EXE1	Principal	180

When URS staff appear as expert witnesses at court trials, mediation, arbitration hearings, and depositions, their time will be charged at \$250/hour.

Charges for contract personnel under URS supervision and using our facilities will be made according to the hourly rate corresponding to their classification.

Overtime (hours worked in excess of eight (8) hours per day) by exempt personnel will be charged at the above straight time hourly rate. Overtime by non-exempt personnel (classifications identified with an asterisk "*") will be charged at 1.3 times the above hourly rate.

Special project accounting reporting and financial services, including submission of invoice support documentation, will be charged at the rate of a clerk.

URS LABORATORY SERVICES

The charges for laboratory testing performed at URS facilities are set forth in the Schedule of URS Laboratory Testing Charges.

This fee schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract or proposal.

OTHER PROJECT CHARGES

Subcontracts and Equipment Rental

The cost of services subcontracted by URS to other will be charged at a 5% mark-up.

Communications

The cost of communications for office telephone, telex, facsimile, postage, and incidental copying costs will be charged at a flat rate of 3% of total gross labor charges.

Computers

The charge for in-house network computers is \$7.00 per hour. The charge for use of Computer-Aided Design and Drafting (CADD), graphics generation, modeling applications and similar technical computing is \$25.00 per hour. The charge for use of the Geographic Information System (GIS) is \$35.00 per hour; the cost for Mini-Computers is \$50.00 per hour.

In addition to the above, there will be a charge of \$50 for each E size paper plot, \$40 for each D size paper plot, and \$30 for each C size paper plot generated by the CADD and GIS systems.

Document Reproduction

In-house reproduction will be charged at \$.10 a page for black & white and \$1.50 a page for color for letter, legal, and 11 x 17 size copies. Other size document copying will be charged at \$2.75 a page.

Vehicles and Mileage

Field vehicles (pick-ups, vans, trucks, etc.) used on project assignments will be charged at \$75.00 per day. The mileage charge for personal autos will be the mileage rate established by the Internal Revenue Service, which is currently \$.485 per mile.

Specialized Equipment

The use of specialized URS equipment will be the fixed rental rates set forth in the Schedule of URS Specialized Equipment Charges.

ATTACHMENT 2

BIOLOGICAL CONSTRAINTS ANALYSIS TO SUPPORT SITING OF THE NEW PEDESTRIAN/BIKE BRIDGE

The City of Goleta requested that URS prepare a scope amendment to identify biological constraints for the recently proposed San Jose Creek Pedestrian Bridge for the Ekwill/Fowler Project. This attachment describes our proposed scope of services to perform this work. Our scope of work would consist of a bridge design review, mapping of jurisdictional boundaries and constraints, and incorporation of findings into the environmental documents for project. The work detailed in the tasks below will be performed by Mr. John Davis IV, URS Senior Biologist.

1. Bridge Design Review

Prior to conducting field surveys, a review of the proposed bridge design was performed to determine the size of each abutment footprints and the connecting sideway. The inclusion of the pedestrian bridge into the project was first presented to Caltrans and URS at the November 15, 2007 project meeting held in URS Santa Maria Office. At the meeting, RBF Consulting roughly described the bridge and its anticipated dimensions. On November 16, 2007 Gerald Comati, COM3, and John Davis visited the site to review the placement of the prefab bridge and its abutments in relation to the existing Hollister Avenue Bridge over San Jose Creek. Potential impacts associated with the bridge were discussed and a summary of the discussion was circulated amongst project team members via email on November 20, 2007.

2. Biological Constraints Delineation

A biological constraints delineation was performed by URS to assist RBF Consulting (RBF) and the City of Goleta in siting the proposed pedestrian bridge. Impacts associated with bridge construction typically involve the suite of environmental permits administered by the Army Corps of Engineers, Regional Water Quality Control Board, and California Department of Fish and Game. The purpose of this analysis was to locate jurisdictional boundaries and provide RBF with an area on each side of the bridge suitable for bridge abutments to be situated. Other constraints identified included three coast live oak (*Quercus agrifolia*) trees. The jurisdictional boundaries and coast live oak trees were mapped with a Trimble GPS unit capable of decimeter accuracy and placed on an aerial figure for post processing. Following accuracy review of the data, Arcview GPS shape files were submitted to Sean Houck of RBF on December 5, 2007. A PDF of the figure was also sent to RBF, the City, and COM3. This concluded the siting support task for the new bridge.

Steve Wagner
City of Goleta, Community Development Department
February 11, 2008
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ATTACHMENT 3
COSTING SUMMARY—SECOND CONTRACT AMENDMENT

EXHIBIT "C"

INSURANCE

A. Insurance Requirements. CONSULTANT shall provide and maintain insurance, acceptable to the City Manager or City Counsel, in full force and effect throughout the term of this AGREEMENT, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. CONSULTANT shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the CONSULTANT and all risks to such persons under this AGREEMENT.

(4) Errors and omissions liability insurance appropriate to the CONSULTANT's profession.

2. Minimum Limits of Insurance. CONSULTANT shall maintain limits of insurance no less than:

(1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

(4) Errors and Omissions Liability: \$1,000,000 per claim.

B. Other Provisions. Insurance policies required by this AGREEMENT shall contain the following provisions:

1. All Policies. Each insurance policy required by this paragraph 15 shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this AGREEMENT, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to URS Corporation.

2. General Liability and Automobile Liability Coverages.

(1) CITY, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities CONSULTANT performs; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, and their respective elected and appointed officers, officials, or employees.

(2) CONSULTANT's insurance coverage shall be primary insurance with respect to CITY, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self insurance maintained by CITY, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, CONSULTANT's insurance.

(3) CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation and Employer's Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against CITY, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by CONSULTANT.

C. Other Requirements. CONSULTANT agrees to deposit with CITY, at or before the effective date of this contract, certificates of insurance necessary to satisfy CITY that the insurance provisions of this contract have been complied with. The City Attorney may require that CONSULTANT furnish CITY with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

1. CONSULTANT shall furnish certificates and endorsements from each subcontractor identical to those CONSULTANT provides.

2. CONSULTANT shall be solely responsible for any and all applicable deductibles and self-insured retentions on its insurance program.

3. The procuring of such required policy or policies of insurance shall not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.