



TO: Mayor and Council Members

FROM: Steve Wagner, Community Services Director

CONTACT: Rosemarie Gaglione, Capital Improvement Program Manager

SUBJECT: Design and Environmental Consulting Services for the Los Carneros Road Overhead Bridge Replacement Project

RECOMMENDATION:

Authorize the City Manager to execute a consultant services agreement with URS Corporation Americas, (URS) in substantial conformance with the draft attached subject to review by the City Attorney in an amount not to exceed \$632,109 for design and environmental consulting services for the Los Carneros Road Overhead Bridge Replacement Project.

BACKGROUND:

The Los Carneros Road Overhead Bridge Replacement Project will replace a portion of the existing Los Carneros Road Bridge over the Union Pacific Railroad and provide a dedicated right turn lane from northbound Los Carneros Road onto the southbound Highway 101 on-ramp. These improvements are projected to provide an acceptable Level of Service (LOS) B, at the Los Carneros Road intersection with southbound Route 101 ramps for the next fifteen-years.

This project was originally a County project and was programmed as a bridge-widening only project. However, upon closer evaluation of the existing bridge and coordination with Caltrans staff it was determined that the existing bridge structure is structurally deficient as a result of reactive aggregate and therefore eligible for replacement through the Federal Highway Bridge Program (HBP).

In 2001, the Board of Supervisors approved a Mitigated Negative Declaration (MND) under CEQA for the Los Carneros Road Overhead Bridge Replacement Project. In 2002, a design contract was awarded by the County to URS for the design and right of way acquisition on the project. This effort progressed to a 95% design level.

During this time, the City was formed. In June 2003, the final project design was presented to the City Council for approval to proceed to the construction phase. Based on concerns relating to certain design elements the City Council elected not to initiate

construction. The most significant design issue in question was the way the project accommodated bicycle traffic. The channelized bike lane on Los Carneros Road included in the design was not favored by the bicycle community. The concern was based on anticipated vehicle speeds and sight distance constraints along northbound Los Carneros Road as you approach the southbound Route 101 ramps.

Federal Highway Bridge Program (HBP) funding for replacement of the structurally deficient bridge is still programmed for this project. Due to the extent of time that has passed since the project was postponed in 2003, the City awarded a purchase order contract to URS Corporation to perform a project assessment of environmental, design and right of way issues and develop a conceptual solution of the bicycle access concern raised in 2003. The study identified a conceptual solution to the bicycle access concern and concluded that an updated environmental document needs to be prepared based on the revisions to the design to accommodate the following:

- New design standards adopted by Caltrans in accordance with the American Association of State Highway and Transportation Officials – Load and Resistance Factor Design (AASHTO LRFD), Bridge Design Specifications 3rd Edition with 2006 Interim Revisions and with Caltrans Amendments Version 0.06.
- Accommodation of additional widening for bicycle facilities.
- Conformance to US customary units (English Units).
- Update construction bid documents to general conformance with current City and Caltrans standards.

During the project assessment a number of meetings were held with Caltrans staff and consensus was reached on how to proceed with the new environmental study and re-design. In addition, meetings were held with the Bicycle Coalition and a solution to the bike access issue was crafted.

Following the project assessment effort, City staff, in consultation with Caltrans concluded that because URS was the designer of record, author of the original environmental document and had been selected through a federally compliant Request for Proposal (RFP) selection process that it would be appropriate and cost effective to request a proposal from URS to complete the design, prepare an updated environmental document and secure the necessary right of way without seeking competitive proposals.

The anticipated cost of the Los Carneros Road Overhead Bridge Replacement project has increased considerably since 2003, mostly due to increases in steel and concrete prices as well as a wider structure to accommodate an enhanced bicyclist friendly design. The total project cost estimate, including all support costs (environmental, design and right of way) is currently approximately \$11 million.

The funding for this project will come from two sources. Federal Highway Bridge Program (HBP) funds will cover 88.53% of the project costs and the remaining 11.47% (required local match) will be funded by Goleta Transportation Improvement Program (GTIP) funds.

In 2008, the City requested and received additional HBR funding for the project. Caltrans approved the application but agreed to commit funding in phases. The total project costs and funding sources are shown in the following table:

Phase	Cost	Funding
Environmental, Design, Right of Way Engineering, Project Management	\$712,000	
R/W (capital + services)	\$645,000	
Construction Capital	\$8,000,000	
Construction Management	\$960,000	
Construction Contingency	\$560,000	
Total Construction	\$9,520,000	
Total Cost	\$10,877,000	
Total HBP Participating Cost		\$10,877,000
HBP Federal Funds (88.53% of total) - Federal		\$9,629,408
Local Match (11.47% of total) - GTIP		\$1,247,592

DISCUSSION:

At the beginning of 2009, the City received a scope and cost proposal from URS Corporation for the following services:

- Environmental Document
- Final design for the project
- Project bid package
- Right of way engineering
- Right of way appraisals
- Right of way acquisition services

The scope and cost was reviewed and negotiated by City staff. They are incorporated in the proposed amendment (Attachment A).

The Los Carneros Road Overhead Bridge Replacement Project is a Federally funded project. As such, Caltrans requires that the consultant contract receives a pre-award audit performed by Caltrans. Due to resource limitations at the State, Caltrans has agreed that the City can proceed with contract award and Caltrans will complete a post-award audit on the contract. A provision has been included in the contract language requiring URS Corporation to comply with any provisions imposed by the City resulting from the Caltrans post-award audit.

The environmental phase of the project is scheduled to begin upon award of the contract. Final design and right of way is scheduled for completion by the end of 2010 with construction beginning in the spring of 2011.

ALTERNATIVES:

Council could elect not to award the contract to URS and request other proposals from qualified firms. Doing so would delay initiation of the project for at least four months to allow time for development and issuance of a new Request for Proposal (RFP), review and selection of a qualified firm and negotiation of a contract scope and cost. Caltrans has been very supportive in funding this resurrected project. Further delay to the project could result in the loss of federal funding.

FISCAL IMPACTS:

The proposed Fiscal Year 2009-10 budget includes \$296,000 in the Capital Improvement Program for this contract. The proposed Fiscal Year 2010-11 budget includes an addition \$296,000 for completion of the proposed services.

Staff recommends that Council authorize a Consultant Services Agreement with URS Corporation for environmental, final design and right of way engineering/appraisals/acquisition for the Los Carneros Road Overhead Bridge Replacement Project in an amount not to exceed \$632,109.

Reviewed By:

Reviewed By:

Approved By:

Tim Giles
City Attorney

Michelle Greene
Admin. Services Director

Daniel Singer
City Manager

ATTACHMENTS:

1. Consultant Services Agreement between City and URS

**AGREEMENT FOR PROFESSIONAL DESIGN AND ENVIRONMENTAL
CONSULTING SERVICES
BETWEEN THE CITY OF GOLETA
AND
URS CORPORATION AMERICAS**

This AGREEMENT FOR CONSULTANT SERVICES is made and entered into this 19th day of May, 2009, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **URS CORPORATION AMERICAS**, (herein referred to as "CONSULTANT").

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

WHEREAS, CONSULTANT was selected through a competitive Request for Qualifications process by the County of Santa Barbara in 2001 to perform these services on a prior proposal for the same project; and

WHEREAS, CONSULTANT was selected for award of this AGREEMENT without a competitive process because of CONSULTANTS familiarity and experience with the project which will afford significant savings in time and cost for the benefit of the public; and

WHEREAS, the City Council, on this 19th day of May, 2009, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional Design and Environmental Consulting services in conjunction with the Los Carneros Overhead Bridge Replacement Project. Services shall generally include bridge design resulting in a "Plans Specifications and Estimate" package for bidding. This includes land surveying; traffic analysis; right of way engineering, appraisals and railroad coordination; CEQA and NEPA compliance by updating the environmental review and updating existing environmental document and technical studies; coordination with Caltrans; utility coordination; geotechnical studies;

landscape design; "Ready to List" documents and bidding support services. The services are more completely and particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein. CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A".

3. COMPENSATION AND PAYMENT

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$632,109 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the set hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. Reimbursement for labor and all expenses, including travel and subsistence expenses, shall in no event not exceed the rate specified in Exhibit "B."

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

(c) Equipment Purchases.

1. Prior authorization in writing by the CITY's Project Manager, shall be required before the CONSULTANT enters into any purchase order, or subcontract exceeding \$5,000 for supplies, equipment or CONSULTANT services. The CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs. The CONSULTANT shall submit three competitive quotations with the request, or the absence of bidding must be adequately justified.
2. Any equipment purchased as a result of this AGREEMENT is subject to the following: "The CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the CITY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, the CONSULTANT may either keep the equipment and credit the CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit the CITY in an amount

equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determined at the CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the CITY and the CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the CITY. CITY shall be afforded the opportunity to keep any such equipment before it is sold or traded. CONSULTANT shall provide CITY with any title and all warranties for such equipment.

4. EXTRA SERVICES

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

5. CITY PROJECT MANAGER AND SERVICES BY CITY

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

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to December 15, 2011, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

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

7. OWNERSHIP OF DOCUMENTS

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

purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

(a) This AGREEMENT is for professional services which are personal to CITY. Jorge Aguilar, P.E. is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. The following portions of the work will be subcontracted out to other parties by CONSULTANT: Surveying, Right of Way Appraisal and Acquisition, Traffic, Modeling and Analysis, Landscape Design and Geotechnical Services.

(b) Any subcontract agreement between CONSULTANT and a subcontractor that is in excess of \$25,000 entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this AGREEMENT to be applicable to the subcontractor.

(c) Any substitution of subcontractors must be approved in advance in writing by CITY's Project Manager.

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

9. HOLD HARMLESS AND INDEMNITY

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

(b) Defense and Indemnity of Third Party Claims/Liability. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in the AGREEMENT, except such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single lawyer from representing both CITY and CONSULTANT, or should CITY otherwise find CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment

rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONSULTANT's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this AGREEMENT.

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

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

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

- a) Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the CONSULTANT and "Covered Professional Services" must specifically include work performed under this agreement.

Policy shall “pay on behalf of” the insured and must include a provision establishing the insurers duty to defend.

- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Coverage will not be limited to CITY’s vicarious liability.
- c) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- d) Evidence of coverage (including the workers’ compensation and employer’s liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days’ prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT’s employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- f) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- g) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- h) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATION OF THE PARTIES

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

12. CORRECTIONS

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

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

(a) At any time during normal business hours and as often as CITY may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY, the State of California, the State Auditor, the Federal Highway Administration (FHWA) or any duly authorized representative of the federal government

to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

(b) EXHIBIT "B", is subject to a post award audit. After any post award audit recommendations are received, EXHIBIT "B" shall be adjusted by the CONSULTANT and approved by the CITY's Contract Manager to conform to the audit recommendations. The CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the AGREEMENT at the CITY's sole discretion. Refusal by the CONSULTANT to incorporate the interim audit or post award recommendations will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT.

(c) All information related to the construction estimate is confidential, and shall not be disclosed by the CONSULTANT to any entity other than the CITY unless required by law.

16. WAIVER; REMEDIES CUMULATIVE

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

17. CONFLICT OF INTEREST

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. NONDISCRIMINATION

CONSULTANT shall comply with the federal Americans with Disability Act, Public Law 101-336, and observe the disability discrimination prohibitions of such laws in the performance of the work required under this AGREEMENT.

22. TAXPAYER IDENTIFICATION NUMBER

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

23. NON-APPROPRIATION OF FUNDS

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

24. MODIFICATION OF AGREEMENT

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

25. USE OF THE TERM "CITY"

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

26. PERMITS AND LICENSES

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

The CONSULTANT shall use the Contract Cost Principals and Procedures, 48 Code of Federal Regulations (CFR), Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., to determine the allowability of cost individual items.

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

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

27. CAPTIONS

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

28. AUTHORIZATION

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

29. ENTIRE AGREEMENT BETWEEN PARTIES

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

30. PARTIAL INVALIDITY

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

31. NOTICES

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

TO CITY:	Attention: City Manager City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117
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TO CONSULTANT:	URS Corporation Americas 1380 Lead Hill Blvd, Suite 100 Roseville, CA 95661-2997
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In concurrence and witness whereof, this AGREEMENT has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Daniel Singer, City Manager

By: Garry W. Horton
Title: Vice President

ATTEST:

Deborah Constantino, City Clerk

By: Martin Leahy
Title: Vice President/Controller

APPROVED AS TO FORM

Tim W. Giles, City Attorney

Los Carneros Rd. Overhead Replacement Scope of Work Planning, Environmental Documentation and Final Design

EXHIBIT "A"

SCOPE OF SERVICES

Los Carneros Rd. Overhead Replacement Scope of Work Planning, Environmental Documentation and Final Design

The following scope is for the re-design of operational improvements to the intersection of Los Carneros Road and the southbound ramps of US 101 by the addition of a dedicated right turn lane in the northbound direction of Los Carneros Road onto the southbound on-ramp of US 101 and a bridge replacement over the UPRR tracks. Design of facilities related to the Caltrans bridge overcrossing of US 101, mainline improvements or other ramp improvements not within the immediate intersection are specifically excluded. All work performed by subconsultants shall be performed under the direction of URS.

Task 1 Project Management, PDT Meetings and Quality Assurance

1.1 Project Management and PDT Meetings

URS shall provide internal and external coordination of operations with the Project Development Team (PDT), attendance of meetings in City Offices with City staff and other interested parties, general project coordination with the City, affected agencies, and subconsultants, monitoring schedule and budget performance, and preparing progress reports for the City. The schedule will be defined jointly with the City Project Manager to address specific needs and maintained using the Critical Path Method of MS Project (approximately 18 months expected duration). Upon Notice to Proceed a kickoff meeting will be jointly coordinated with consultant.

1.2 Independent Quality Assurance Program

This is an on-going task that URS shall perform immediately prior to submittals. URS shall implement a review of the project documents by senior level staff that is not directly or significantly involved in the project delivery. This review is in addition to the on-going reviews by supervisory personnel. The URS Quality Assurance Manual outlines a systematic approach to the review of project documents prepared by company personnel. Each office has a Quality Assurance Officer whom is responsible for the periodic audit of project files to ensure adherence to QA procedures and to assist in the documentation of QA processes. QA is further confirmed by corporate audit procedures (due to the proprietary nature of these procedures either an "in-house" or client review of the procedures is available if requested).

Task 1 Deliverables

- Progress Reports
- Attendance of up to 8 PDT Meetings
- Invoicing and Budget Tracking
- QA Program & Reviews

Los Carneros Rd. Overhead Replacement Scope of Work Planning, Environmental Documentation and Final Design

Task 2 Survey, Traffic Analysis, Preliminary Design and Bridge Aesthetics

URS shall oversee and direct the update of existing metric topographical information to US Customary units (in the state plane coordinate system) by Penfield & Smith and the comprehensive traffic analysis by Dowling Associates. URS shall be responsible for finalizing the geometric concept of the additional widening at the intersection, preparation of the bridge aesthetic treatment plan concept within an Advance Planning Study for the bridge design, and coordination with other tasks for review by City staff, interested community stakeholders and Caltrans staff.

2.1 Survey Update

Under the direction of URS, the existing survey information will be reviewed by and a field reconnaissance will be conducted by Penfield & Smith staff to assess changed conditions if any and alert the design team to those conditions. Preliminary review does not indicate a changed condition in the project construction work area, however, the primary Caltrans and UPRR contacts will be identified and contacted by URS to inquire if any overlays, track work or utility relocations have been constructed since the date of the previous mapping and potholing. The current scope includes up to two days of a two man survey crew for conform densifying/minor additional design needs and verifying translation accuracy of the previous mapping. This task does not envision or include changed conditions and significant “re-survey” needs.

2.2 Traffic Analysis

Under the direction of URS, Dowling Associates will perform travel forecasts and operations LOS analyses for up to 3 study area intersections, 2 roadway segments and a 2.25 mile segment of US 101 within the project study area. The proposed geometric alternative and a No Build alternative will be examined. The analysis will include an existing condition (2008) and a 2030 forecast analysis. The following traffic operations assessments will be analyzed:

- 1) Existing Condition
- 2) Existing Condition + Project
- 3) 2030 Condition Without Project
- 4) 2030 Condition With Project

Both AM and PM peak hour forecasts and operations will be examined. Depending on the project design year chosen by the PDT, 2030 forecasts will be extrapolated based on modeled growth factors as appropriate.

2.2.1 Traffic Task Management: Dowling Associates will monitor progress, document meetings where appropriate, perform quality control and regularly/informally coordinate with the team. Dowling will attend up to two (2) Project Development Team (PDT) meetings to discuss the results of the traffic analysis operations. It is presumed that one of these meeting will be at City of

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Goleta offices while one will be handled by teleconferencing. No public agency presentations by Dowling Associates staff are presumed.

2.2.2 Existing Conditions Analysis: Data collection will include presence of turn pockets and center left-turn lanes, traffic control devices, on-street parking, pedestrian/bicycle facilities, posted speed limits, truck restrictions and adjacent land uses.

Dowling Associates will also obtain various recent traffic reports for development projects along the study area corridor limits from the City, County, SBCAG and Caltrans D-5 as appropriate. Dowling Associates has access to several recent data collection efforts that have occurred within the study area since April 2008. Hence, no new traffic count data collection is anticipated.

Dowling will analyze up to 3 study intersections, 2 local roadway segments (Los Carneros Road and Calle Koral) and US 101 mainline operations between post mile 22.533 (Fairview I/C) and post mile 24.786 (Storke-Glen Annie I/C). Operational analysis will include basic freeway, merge-diverge and weave section analysis.

Dowling Associates will use the operational software TRAFFIX or SYNCHRO-7 (as decided by the PDT) to analyze intersection LOS. The City's adopted General Plan ADT Thresholds will be used for local roadway segments in the study area. Dowling Associates will determine the existing Level of Service (LOS) for each study area roadway segment and intersection using standards established by the City of Goleta, SBCAG and Caltrans. Dowling Associates will compute the existing LOS for each study intersection and roadway segment during the AM and PM peak hours. The LOS and other operating results predicted by models for existing conditions will be compared to field observations of existing conditions.

Existing freeway ramp merge-diverge operations on Highway 101 from post mile 22.533 (Fairview I/C) to post mile 24.786 (Storke-Glen Annie I/C) will be computed using the Highway Capacity Software (HCS) based on the methodology described in the *Highway Capacity Manual* (Transportation Research Board, 2000). Weave section analyses will be performed based on Chapter 500 of the Highway Design Manual as prescribed by Caltrans D-5.

Dowling Associate will identify existing deficiencies based on field observations, data collection activities and the traffic operations analysis.

Dowling Associates will summarize the last three (3) years of collision records from Traffic Accident Surveillance and Analysis Systems (TASAS) and SWITRS data. The available accident data will be analyzed to determine the average accident rate for key study area roadway segments and individual intersections, high accident locations, common accident types and collision severity.

Dowling Associate will summarize the results of existing condition analysis in the following working paper for review by the project team: Working Paper-1: Existing Conditions Report.

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2.2.3 Traffic Forecast Analysis: Dowling Associates has extensive experience with the City of Goleta's travel demand model and has the current version of the General Plan and the recently updated Cumulative model in-house at the Dowling Associates, Inc. - Sacramento. Consistent with City policy, the traffic analysis will be based on the Cumulative Model. To the extent possible, network model files developed as part of previous analyses performed for the City of Goleta will be incorporated into this modeling effort. Travel forecasts will be generated for the following three assessments:

- 1) Existing Condition + Project
- 2) 2030 Condition Without Project
- 3) 2030 Condition With Project

The City of Goleta's travel model is PM peak hour model that employs a 2005 base year and a 2030 forecast year. Dowling Associates will compare model estimates of 2005 traffic volumes with actual traffic counts. In consultation with the City of Goleta and Caltrans District-5, the model will be adjusted if needed to improve validation to current traffic counts within the immediate study area.

Consistent with Caltrans Traffic Impact Study guidelines, projects will only be included in the future baseline network if any project phase (e.g., PS&E, environmental, construction etc) is currently programmed – i.e., has a formal funding commitment. This includes the City of Goleta's traffic impact fee projects as well as other projects earmarked for developer fee funding. The list of 2030 Baseline projects will be reviewed and approved by the City of Goleta, SBCAG and Caltrans District-5 staff prior to executing the forecast model runs.

As stated, the Goleta model will be run to provide travel forecasts including a No-Build alternative. Model volumes will be adjusted as needed to correct for validation errors. All traffic volumes will be checked for reasonableness with adjustments made off-model based on NCHRP-255 principles. Annual growth rates as produced by the Goleta model will be used to extrapolate 2030 forecast volumes e.g., 2035, as determined by the selected project design year.

Dowling Associates will summarize the results of the above tasks in the following working paper for review by the project team: Working Paper-2: Travel Forecast Report.

2.2.4 Future Traffic Operations Analysis:

Future 2030 AM/PM Analysis: Dowling Associates will forecast year 2030 volumes using the Goleta model and make necessary adjustments to the forecast volumes. The 2030 model volumes will be adjusted based on NCHRP-255 principles. Based on AM/PM peak hour traffic forecasts, Dowling Associates will analyze traffic operations for the following three assessments:

- 1) Existing Condition + Project
- 2) 2030 Condition Without Project

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3) 2030 Condition With Project

Dowling Associates will summarize the results for each alternative. Intersection LOS for the AM and PM peak hours will be obtained using TRAFFIX or SYNCHRO-7 (as decided by the PDT). Optimized signal timings will be used for the future intersection analysis.

Future freeway ramp merge-diverge operations on Highway 101 from post mile 22.533 (Fairview I/C) to post mile 24.786 (Storke-Glen Annie I/C) will be computed using the Highway Capacity Software (HCS) based on the methodology described in the *Highway Capacity Manual* (Transportation Research Board, 2000). Weave section analyses will be performed based on Chapter 500 of the Highway Design Manual as prescribed by Caltrans D-5.

Dowling Associate will summarize the results of the above tasks in the following working paper for review by the project team: Working Paper-3: Future Operations Report.

2.2.5 Traffic Related Environmental Analysis: Dowling Associates will work closely with the URS to provide requisite traffic operations and forecast information for development of other environmental analysis related to traffic (e.g., noise and air quality).

2.2.6 Final Traffic Technical Study: Dowling Associate will summarize the results from the three working papers into a final report. Dowling Associates will address all comments from PDT and other agencies and prepare the final report. Dowling Associates will assist and work closely with the URS responding to comments on the traffic portions of the environmental document.

2.3 Preliminary Design: Design decisions are to be made by consensus of the PDT. URS roadway and bridge designers shall work closely with the City to incorporate recent lane widening and intersection treatment concepts into a new preliminary design layout plan and bridge structure Advance Planning Study exhibit. URS will incorporate appropriate modifications based on City and Caltrans continued coordination and analyze revisions with regard to feasibility, stopping sight distance and truck turn criteria. A plan and profile will be generated using the updated US units mapping provided by Penfield & Smith. The new layout and profile will be discussed with the City and any revisions concurred upon prior to transmittal of the data to the bridge design team. Since the intersection is within state right of way design criteria and design details will need to be approved by District 5 Local Assistance and Permits. URS will generate details and supporting backup information to a "Geometric Approval Drawings" or approximately 30% status to discuss this criteria as a part of the agency coordination task.

The bridge design team will use the updated/approved plan and profile information to define the Advance Planning Study exhibit showing the proposed bridge structural and aesthetics concept. Currently the bridge design utilizes a modification to the outside of the concrete barriers (not visible from the roadway) as used on other bridges in the area. This modification consists of a single arch

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repeating pattern with an exposed aggregate finish. The Caltrans Chain Link Railing Type 6 has been modified to have an arched hoop arrangement of the fence braces. URS can accommodate different aesthetics treatments on the “inset” (outside face) of the barriers if desired by the City, or we can leave the aesthetic design as is. It is important for the bridge designer to know the details of the aesthetics in advance of the redesign so additional concrete weight, if needed, can be considered in the design of the girders and the load transfer to the abutments and foundations. We can also discuss placing the aesthetic pattern on the inside face of the barrier as well, but this can only be used on barriers with a raised sidewalk next to them. AASHTO Bridge Design Specifications require barriers adjacent to traffic to have a smooth face.

General Plan (35%) – The General Plan sheets for the bridge will be generated with the preferred bridge width and details then submitted to the City, Caltrans and UPRR for review and comment. Upon acceptance of the bridge General Plan (35%), final design will commence for the bridge in accordance with all Caltrans Bridge Design Specifications, design manuals and published guidelines.

Task 2 Deliverables

- Revised Survey Mapping File
- Traffic Analysis Working Papers (3) and Final Technical Study
- Preliminary Roadway design Title Sheet, Typical Section, Layout and Profile
- Bridge Advance Planning Study Exhibit
- Bridge Aesthetics Details
- Bridge General Plan (35%)

Task 3 Right of Way Engineering, Appraisal and Acquisition

URS shall oversee the performance of right of way engineering, appraisal and acquisition services as listed below. There will be temporary private right of way requirements for construction access and staging on two parcels adjacent to the project limits as well as temporary and permanent easements on UPRR property (please note that other coordination effort with this agency for this project approval effort is contained elsewhere in this scope). This task includes R/W mapping, legal descriptions and exhibits, appraisal and acquisition support services for the “Towbes”, “Rockber” and UPRR properties. The City will provide Preliminary Title Reports and will review and comment on the Draft Legal Descriptions and Exhibits prepared by the URS team. URS will incorporate applicable comments into the final document set. The City will be responsible for any additional coordination or appraisal/acquisition fees not specifically included in this task.

3.1 Right of Way Engineering

As a first order of work for this task, Penfield & Smith will delineate the right of way “land net” or property definition onto the topographic file based on the

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Preliminary Title Report information provided by the City and monumentation found in the field during the topo survey reconnaissance. URS roadway designers will provide design layout information and expected temporary and permanent easement needs once the design is approved to proceed to the 65% level of completion. This information will be used by the surveyors to generate the legal description and plat for use by appraisal and negotiation staff.

3.2 Right of way Appraisal and Acquisitions

Additional right of way for the project will be required from two ownerships, the Towbes parcel and the Union Pacific Railroad. The Rockber Partners parcel has a dedication requirement. URS will provide minor support to the City in formalizing the conveyance of the necessary temporary easement rights on the Rockber Partners property if requested. URS and Hamner Jewell & Associates will team with Warren Reeder of Reeder, Gilman and Million to finalize appraisal work. Once the City approves the appraisals and the environmental document is approved we will then begin negotiations. We assume that the City will have available staff and/or legal counsel to review and pre-approve proposed offer documents, agreements, and deeds that we prepare, and for any condemnation counsel (condemnation counsel is not expected to be necessary for this project, based upon preliminary level of receptiveness and cooperation expressed by the involved property owners). It is our understanding that the remaining parcels that will require right of way acquisition work include:

Towbes. (AP# 073-060-031, 033, 034, 038, 039) Towbes representatives appeared receptive to working with the City and cooperating with granting the necessary right of way for the project through their property. The prior offer and proposed agreement for right of way acquisition from this parcel was based upon an appraisal that is now very dated. Caltrans will likely require revised appraisals for both this parcel and the Railroad property to update the values to present market value prior to proceeding with reinitiating the right of way acquisition process for the Project.

Union Pacific Railroad. The Railroad has provided a proposed License Agreement for this project and has been working cooperatively with the City relative to Project design and right of way needs. They will seek compensation for the License Agreement. It is our understanding that we will need to complete an appraisal of the value of the necessary Railroad right of way and will need to work with the Railroad to finalize a License Agreement.

Further, this scope assumes that the Railroad will continue to be cooperative and responsive and will facilitate the completion of the final License Agreement. The Railroad is renown for requiring time intensive prompting to bring a project to completion, therefore we offer the expected effort to the hours shown in the budget. Should negotiations become more complex additional budgetary needs will be requested.

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Task 3 Deliverables

- ROW Land Net Delineation
- Up to four (4) Legal Descriptions and Exhibits, 3 TCE's (for Rockber/Towbes/UPRR) and 1 PE (for UPRR)
- Appraisals for Temporary and Permanent Easements
- Acquisition (Offer) Documents and Support

Task 4 Environmental Document

URS shall oversee the following anticipated efforts to prepare the environmental studies and documentation for the Los Carneros Road Overhead (OH) Bridge Replacement. This scope anticipates an updated Mitigated Negative Declaration (MND) document level for CEQA (California Environmental Quality Act) and support of Caltrans' in their preparation of a Categorical Exclusion (CE) under NEPA (National Environmental Protection Act). The proposal incorporates by reference actions identified in our memo to the City dated February 28, 2008 and the Caltrans comment letter received April 28, 2008.

The City may decide to hold a public hearing for this project and our scope of work and cost estimate assumes the URS Project Manager and Environmental Task Manager will attend one public hearing that would last approximately 4 hours. URS will provide approximately four large project layouts, sections or other exhibits for the hearing. The following assumptions are also included in this effort: one comment and response cycle will be required per deliverable, project schedule will be mutually agreed upon by City and team and is anticipated at approximately 6 months, the format, content and size of the MND (less technical reports and incorporation of updated information) will be approximately the same as in the previous MND prepared for the project in 2001, Caltrans will not be involved in reviews of the MND, but may review draft Technical Studies, comments received on the Public Draft or subsequent versions of the MND or during any public hearing will not require additional data gathering or analysis, approximately 20 letters containing approximately 100 separate comments on the Draft MND will be received.

4.1 Technical Studies and Reports:

The URS team will prepare biological, cultural resources, air quality and traffic (by Dowling) technical studies in support of the proposed MND. URS design and environmental staff will work together with the City to define project limits and design expectations requiring environmental review. The project is anticipated to require intermittent closure of the southbound ramps at the US 101/Los Carneros Road interchange. The environmental document will reflect the discussion of the ramp closures but will not study (other than through the traffic analysis by Dowling) increase the study area beyond the limits incorporated by the previous

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MND. City and Caltrans would approve these studies before URS would complete submittal of the Administrative Draft MND to the City.

4.1.1 Natural Environment Study – Minimal Impact (NESMI)

URS will prepare a NESMI using the most up-to-date Caltrans format and guidance available. We will use the 2001 MND prepared for the project as a reference point. The NESMI will include:

- An updated search of the California Natural Diversity Data Base (CNDDDB);
- One field inspection to determine what, if any, conditions have changed in the project area;
- An assessment of the entire project area, including potential impacts to sensitive habitat, endangered and threatened plant and animal species, and critical habitat;
- Coordination with Caltrans District 5 Biologist Tom Edell.

URS will provide one draft of the NESMI to the City and Caltrans for concurrent review and comment. We will review all comments received on the Draft NESMI, make revisions accordingly, and submit to each agency 3 hard copies and one electronic version of the Final NESMI. We assume one teleconference or one on-site meeting with the City and Caltrans to discuss agency comments on the draft NESMI.

4.1.2 Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR)

URS will provide documentation for compliance with Section 106 of the National Historic Preservation Act. Documentation will be prepared to meet all Caltrans requirements format and content and will include the following deliverables:

- An updated Area of Potential Effect (APE) map;
- An Archaeological Survey Report (ASR), including an updated archaeological site record search; and
- A Historic Property Survey Report (HPSR)

URS will provide one draft of the deliverables noted above to the City and Caltrans for concurrent review and comment. URS will review all comments received on the draft deliverables, make changes accordingly, and prepare final documents. We will submit 3 hard copies and one electronic version of each deliverable to each agency. We assume one on-site meeting with the City and Caltrans to review the APE map and one teleconference to discuss agency comments on the draft documents. Meetings and teleconferences are assumed to require approximately 4 hours each for preparation, attendance and follow-up.

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4.1.3 Initial Site Assessment

URS-Santa Barbara will provide Caltrans with a copy of the Initial site Assessment referenced in the 2001 Mitigated Negative Declaration for the project.

4.1.4 Air Quality Documentation

Air quality technical documentation, including emissions calculations and other documentation necessary to demonstrate conformance with NESHAPS, will be provided for the City's project files or, if desired, as a technical appendix to the MND.

4.1.5 Traffic

The technical study for traffic analysis is to be provided by Dowling Associates and is described elsewhere in this scope. Reference to this technical study is included here due to the nature of the comprehensive and coordinated effort required for environmental review.

4.2 Administrative Draft MND

URS will prepare an Administrative Draft MND for review and comment by the City. It will be formatted according to the City's standards and will be a spiral bound document with text and graphics (both black and white and color plates, 8 ½ x 11 and 11 x 17 figures). Graphics and the technical studies will be provided in separate appendices. URS will submit five (5) hard copies and one electronic file each of the administrative Draft MND to the City and Caltrans for review. URS' Environmental Task Manager and one technical specialist will meet with the City to discuss comments and revisions to the 1st Administrative Draft MND.

URS memo to the City dated February 28, 2008 provides details of the specific changes and updates to the existing MND that URS will perform in addition to the technical studies noted above. Please note that a project specific noise study is no longer deemed necessary or included in this scope of work.

4.3 2nd Administrative Draft MND

URS will review City comments on the 1st Administrative Draft MND, incorporate changes as needed, and submit a complete 2nd Administrative Draft MND for City review. URS will provide five (5) hard copies and one electronic file each to the City. URS assumes it's Environmental Task Manager and one technical specialist will attend up to a four-hour meeting in person in Goleta with the URS Project Manager in attendance via teleconference to discuss agency comments and document revisions.

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4.4 Draft MND and Notice of Availability/Notice of Intent

URS will review City comments on the 2nd Administrative Draft MND, incorporate changes as needed, and provide the City with 20 hard copies and 10 CDs of the Draft MND. URS will provide the City with a draft NOA/NOI on City letterhead for review and finalization. The City will distribute the copies to the public and legally notice the NOA/NOI. URS assumes several teleconferences or brief meetings will be held in Goleta during this task.

4.5 Administrative Final MND

URS will review all public comments received on the Draft MND and the URS Project Manager (via teleconference) and Environmental Task Manager will meet with the City to discuss any substantive comments and required changes. URS will then revise the document and prepare an Administrative Final MND. Five hard copies will be submitted to the City for review.

4.6 Final MND

The URS Environmental Task Manager and Project Manager (via teleconference) will meet with the City to review any comments it may have and then finalize the MND. URS will provide 20 hard copies and 10 CDs of the Final MND to the City.

4.7 Mitigation, Monitoring and Reporting Plan (MMRP)

URS will prepare a Mitigation, Monitoring and Reporting Plan (MMRP). The MMRP will include mitigation measures identified in the MND (updated MND) or that are adopted as conditions of approval to avoid significant effects of the project. This plan will consist of a detailed table that compiles all of the mitigation measures developed within the MND, the agency/department responsible to assure compliance, method of implementation, and report on compliance. The program will include:

- Mitigation measure with wording for use as a condition of approval;
- Identification of persons/agencies responsible for monitoring compliance;
- Timing – when each mitigation/monitoring must occur;
- Frequency of monitoring; and
- Criteria to be used to determine compliance with conditions.

Permits for environmental issues are not anticipated to be required for this project.

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Task 4 Deliverables

- Task Management and Attendance at the Listed Meetings
- Technical Studies (as listed)
- Administrative and Final MND (as listed)
- Mitigation Monitoring and Reporting Plan

Task 5 Caltrans Encroachment Permit and Coordination Services

URS shall assist the City in processing an Encroachment Permit Application with Caltrans. URS shall assist the City in coordinating the proposed project plan review with the Caltrans Permit Engineer, and the District Local Agency Engineer. It is anticipated that these Caltrans lead contacts will work with City and Caltrans functional unit representatives extensively to facilitate approval. Detailed coordination between URS and the reviewing functional units is not anticipated to be needed. URS will provide a Preliminary Engineering submittal to the lead Caltrans coordinator at the direction of the City.

As a part of the PDT meetings of Task 1 a field review meeting will follow the in-office meeting with City, Caltrans and URS staff after preparation of preliminary plans. This field review meeting will provide Caltrans staff the opportunity to comment on the preliminary plans and ask relevant questions on the anticipated impacts and duration of the proposed work. It is anticipated that Caltrans comments are to be provided as a single combined written set within 45 calendar days of submittal.

URS is to receive one complete set of written Caltrans comments to the Preliminary Submittal. Applicable comments will then be incorporated into the project and URS will prepare a response transmittal to the Caltrans comments for City review and subsequent transmittal to Caltrans. A subsequent submittal will be prepared by URS and submitted to Caltrans for comment at the 65% stage. The Draft Final submittal shall follow and include up to ten (10) sets of 95% half size plans and ten (10) sets of technical special provisions. The URS team will also prepare a Draft Encroachment Permit Application for work within the Caltrans Right of way for City and Caltrans review at this stage. A Final Submittal will be made after receipt of written comments to the Draft Final Submittal and resolution of those comments. The City shall be responsible for any fees required by Caltrans. Construction phase submittals and review coordination during construction is not included in this scope of work.

Task 5 Deliverables

- Preliminary Submittal (via email pdf of plans)
- 65% - 10 copies (11x17 plans)
- Draft Final Submittal, 95% - 10 copies (11x17 plans, Technical Special Provisions)

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- Final Submittal, 100% - 10 copies (11x17 plans, Technical Special Provisions)

Task 6 UPRR Review & UPRR / CPUC Processing

Union Pacific Railroad (UPRR) is expected to require submittal review fees for local agency projects and the City will be responsible for any agency fees.

URS will take a lead role in coordination with UPRR and CPUC for the City with all formal submittals made to these agencies concurrently sent to the City. An initial coordination meeting will be held with the designated UPRR Manager of Industry and Public Projects (Manager) of the region (Mr. Dan Miller). This meeting will re-introduce the project and initiate the project UPRR administration coordination. The California Public Utilities representative (Mr. Varoujan Jinbanchian) will also be contacted to introduce the City project and design team. The field review meeting is to include a same day office meeting to go over project scope and schedule with the attendees.

UPRR design submittals will include the Preliminary Submittal and the Final Submittal and will conform to UPRR "Guidelines for Design of Highway Separation Structures Over Railroad (Overhead Grade Separation). Demolition and falsework plans are applicable to the construction submittals phase of the UPRR review process, are to be submitted by the construction contractor and are not included in the design phase.

Upon receipt of written comments to the Preliminary Submittal, URS will meet with UPRR staff to review the comments received and will provide the City with copies of formal correspondence. Applicable comments will be incorporated and a Final Submittal will be made once substantive issues are resolved and prior to issuance of a construction permit by UPRR. The final submittal shall include three (3) sets of 100% half size plans and two (2) sets of special provisions. This scope assumes that drainage conditions will not be altered and that hydraulic calculations/submittals will not be required. Construction phase submittals and UPRR review coordination during construction is not included in this scope of work.

The City shall investigate and provide copies of all current crossing agreements and title records and URS will assist in the review of these documents and anticipated construction needs to define the net increase in required UPRR easement area. The City shall provide Preliminary Title reports/Deeds of Record that will be reviewed and forwarded to UPRR. The URS team will then prepare a Temporary Construction Easement description and Exhibit and a Permanent Easement description and Exhibit for access to UPRR R/W (the deliverable right of way engineering documents, appraisals and negotiations are to be accomplished by other task activities). These documents will be approved by the

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City and submitted to UPRR Right of Way Dept in Omaha, Nebraska through the UPRR Manager.

The existing crossing is to be reconstructed and will therefore be subject to review and approval by CPUC (the state jurisdictional agency). URS will prepare the crossing modification application and route to City staff prior to submittal to CPUC. URS will track and coordinate review of the application. Two iterations of the application process are anticipated to obtain CPUC approval. Review and processing by CPUC is not anticipated to require payment of fees therefore no agency fees (other than those listed for UPRR) are included in this scope.

Task 6 Deliverables

- Attendance in up to 2 UPRR / CPUC Meetings
- UPRR Bridge Preliminary Submittal
- UPRR Bridge Final Submittal
- CPUC Modification of Crossing Application

Task 7 Utility Coordination Services

URS shall support utility coordination services and will partner with Mr. Comati as he leads this effort on behalf of the City. URS shall use a multi-step approach to ensure that the project design process that identifies potential utility conflicts; keeps the City and the utility service providers informed on project design issues that could affect existing or proposed services; and that the maximum amount of notice is given for potential relocation activities.

Utility "A" letters shall be mailed to the utility service providers at the beginning of the project in Phase 1. The "A" letters provide a description of the proposed project and request verification of utility locations within the project limits. URS will assist Mr. Comati with utility contact activities and provide templates for the utility letters. The information received is then to be verified by Mr. Comati on behalf of the City and URS will digitize the City verified information onto the project base mapping.

Utility "B" letters shall be mailed out when the plans have been prepared to the 65% level of completion. These letters request final utility relocation design from utility agencies affected by the project. Layout and/or Utility conflict plans accompany these transmittals.

Utility "C" letters shall be mailed when the design is finalized and all known utility conflicts have been verified. These letters also serve as a Notice to Owners to relocate.

Plans will list the specific utility companies/contacts and agencies as required with this information to be provided by Mr. Comati who will be the primary point of contact between the project design team and utility representatives. URS will receive copies of all correspondence to and from utility companies on this

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project. The plans will also direct the contractor to call USA (Underground Service Alert) 72 hours prior to commencing construction activities. Future utility facility access may be provided through the bridge widening as requested/applicable and per standard practices.

The City shall develop and provide URS with copies of all draft and final (executed) utility relocation agreements for all appropriate and affected utilities along with a detailed listing of terms and markups to plans and specifications that URS is to revise within the project bid documents as appropriate.

Task 7 Deliverables

- Utility “A” Letters
- Utility “B” Letters
- Utility “C” Letters
- Tracking Documentation
- Utility Relocation Agreements

Task 8 65% Design

8.1 65% Roadway Plans and Estimate

The URS team shall prepare plans will be prepared to the 65% level of completion. The submittal may include the following anticipated plan sheets:

No. Of Sheets	Description
1	Title Sheet
1	General Notes
1	Control Diagram
1	Typical Cross Sections
1	Layout / Profile Sheets
2	Construction Details
1	Utility Plan
1	Construction Area Signs
3	Pavement Delineation and Signing
5	Construction Staging, Traffic Handling Plans
2	Signal and Lighting
4	Highway Planting and Irrigation
23	Total Roadway Sheets

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These plans will be developed based on our knowledge of the site and the comments received from the City and Caltrans review of the Conceptual Design. At this stage, it is assumed that all design alternatives and concepts will have been fully defined and approved by City staff. Under this task the URS team will finalize the proposed alignment modifications and general design concepts for the crossing.

Roadway design work will be in accordance with Caltrans Standard Details and Specifications, the Caltrans HDM, and AASHTO guidelines. Traffic Handling Plans will be in conformance to the applicable requirements and are anticipated to follow the previous concepts. The known location of utilities, conflicts and proposed relocation layout will be shown on the Utility plan, detailed design of utility relocation is anticipated to be accomplished by the utility owner. Plan submittals will be half size (11"x17") hard copies.

URS shall prepare a Preliminary Engineers Estimate of Probable Construction Cost using the appropriate contingency factor, state and local cost data. The City will provide as-bid summaries for recent construction projects.

8.2 65% Bridge Unchecked Plans and Estimate

The bridge for the Los Carneros Road Overhead was designed by URS in 2002 using Caltrans Bridge Design Specifications April 2000 (Load Factor Design) (1996 AASHTO Bridge Design Specifications with interims and revisions by Caltrans) and Caltrans Seismic Design Criteria Version 1.2. The bridge was designed as a 92-ft wide by 78-foot long simple span precast pre-stressed girders with high seat-type abutments and tall approach retaining walls. The bridge was designed to accommodate four 12-ft traffic lanes, a median, and a raised sidewalk on the west side of the bridge.

URS shall redesign the precast pre-stressed girders utilizing LRFD software and analysis. Girder spacing will be revisited to insure no impact to structure depth and vertical clearance requirements of UPRR. Bridge abutments will be redesigned to accommodate the changes in loading from the new LRFD design code (utilizes heavier truck loads). URS will prepare Bridge Unchecked Plans to the 65% level of completion. The City and Caltrans will be responsible to provide written comments to this submittal.

8.3 65% Landscape Plans, Specifications and Estimate

This task will consist of attendance by David Black of David Black Associates (DBA) at up to two PDT meetings and coordination of the landscaping design effort with other disciplines. The existing landscaping plans will be revised to conform past design to the new civil plans for a 65% plan level review. These plans will then be reviewed by City project oversight staff for anticipated minor revision prior to presentation to the Design Review Board (DRB) with attendance at one meeting of the DRB by David Black. The anticipated approach is to review

Los Carneros Rd. Overhead Replacement Scope of Work Planning, Environmental Documentation and Final Design

past planting plans for the project and by comparison to the current landscaping effort in the area revise to blend with those efforts.

8.4 65% Signal Design, Signing and Pavement Delineation

ATE and URS staff will collaborate to prepare the signal design, signing and pavement delineation plans. URS will prepare the pavement delineation and signing plans. Plans will be based on the previous concept but revised to incorporate different strategy for handling bicycle traffic (such as additional detector/stripping/layouts) and signals will be designed to accommodate revisions to previous design criteria.

8.5 Geotechnical Report Update

Fugro will update the 2002 geotechnical report to reflect the change to both US Customary units and the need for new analysis to accommodate changing geotechnical report requirements and the Load Resistance Factor Design (LRFD) needs of the bridge design team. It is proposed that the previous field investigations will accommodate the stated revisions and that additional drilling will not be required.

8.6 Preliminary Construction Schedule

URS civil, bridge design and construction management staff shall review the project and develop a preliminary anticipation of the construction schedule. This will be presented by major milestone segregation and in a matrix format. This schedule may be updated at later stages of the design if deemed appropriate by URS staff.

Task 8 Deliverables

- 65% Plans (7- 11"x17" reduced plans)
- Engineers Estimate
- Draft and Final Geotechnical Report (to supersede 2002report)
- Preliminary Construction Schedule

Tasks 9 95% Plans, Technical Specifications and Estimate

After receipt of one set of written combined and reconciled City and Caltrans comments on the 65% submittal, URS will review the comments and arrange a meeting (as part of the PDT meetings listed in Task 1) with City reviewers to discuss the comments. URS will then produce meeting minutes to document and confirm the inclusion, or resolution of the comments. The design will continue

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based on the direction defined within the 65% comments review meeting to a 95% PS&E status. At this stage, it is assumed that all design alternatives and concepts will have been fully defined and approved by City staff.

The Construction Items List will be prepared using standard Caltrans item descriptions. Project specific Technical Special Provisions (Specifications) will be prepared which will reference the 2006 edition of the Caltrans Standard Specifications and be supplemented by current Caltrans Standard Special Provisions (SSP's). Unit cost data will be defined using current cost data for projects within the County of Santa Barbara, Caltrans Contract Cost Data, City and State "As-bid" information for similar items from other projects, and by contacting contractors and manufacturers as required. Using the Items List and the unit cost data, an Engineers Opinion of Probable Construction Cost (Estimate) will be prepared. A Suggested Working Days Schedule will also be prepared to assist in the construction phase.

Two independent sets of bridge quantity calculations will be prepared and checked within the tolerances defined in the Caltrans Bridge Design Aid 11-25. Bridge special provisions, specifications, marginal estimate of construction cost and Suggested Working Day Schedule will be prepared in Caltrans format. Design work will be in accordance with the previously listed design criteria. Plan submittals will be half size (11"x17") hard copies and a full size original plot, if requested by the City.

We anticipate two bridge submittals to Caltrans at this stage. The first submittal is known as Draft PS&E (95% Submittal). This PS&E will be submitted to the City and Caltrans for review and comment. URS will make the necessary revisions to meet the needs of the reviewing agencies and resubmit the Final (100%) PS&E for approval. Subtask designations shown in the 65% submittal phase apply at this phase except for those related to Geotech and Construction schedule services.

Task 9 Deliverables

- 95% PS&E, 7 sets
- Suggested Working Days Schedule, 7 copies
- Edited SSP's, 2 hardcopies/one disk copy
- Bridge Design Calculations, 1 copy
- Bridge Independent Check Calculations, 1 copy
- QC Statement and Checklist

Tasks 10 100% Plans, Technical Specifications and Estimate

After receipt of written City and Caltrans District comments on the 95% submittal, URS will review the comments and discuss comment inclusion/resolution with City reviewers via teleconference. URS will then produce meeting notes to document and confirm the inclusion, or resolution of the comments. The design

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will continue based on the direction defined within the 95% comments review meeting to a 100% PS&E status. At this stage, it is assumed that all design alternatives and concepts will have been fully defined and approved and that this effort would be a relatively minor one. Technical special provisions will be provided for inclusion by City into the “boiler plate” text necessary for advertisement. Please note that while electronic CADD submittals are available, review and revision of file preparation to conform to state or other agency electronic requirements is not included or anticipated in this scope of work. Bridge, signal and landscaping subtask activities will also be produced to the 95% submittal phase.

Task 10 Deliverables

- Final plans, one-22”x34” full size mylar and six-11’x17’ half size plan sets,
- Engineers Estimate
- Suggested Working Days Schedule
- Edited project technical special provisions, two hardcopies
- Final bridge design calculations, 1 copy
- Final bridge independent check calculations, 1 copy
- 1 CD containing pdf copy of plans, technical specifications and estimate deliverables

Task 11 RE File, Contract Documents Approval and Right of Way Certification

This Task is for the final approval to advertise the project by Caltrans. It involves finalization of the contract documents by the City. URS will assist the City in the preparation of the right of way certification, and in verifying the inclusion of the UPRR clauses within the contract documents.

URS will prepare and submit the Resident Engineer (RE) File within this task. URS will follow the guidelines in Appendix GG of the Caltrans Project Development Procedures Manual (as applicable) for the preparation of the RE file. Items to be furnished may include, but not be limited to the following:

- Design Memo’s to RE
- Contact Lists
- Pertinent Project Correspondence
- Environmental Document
- Project Concept Approval Documents
- As-Built Information
- Right of Way Documents
- Monumentation Data
- Survey Notes
- Coordinate Geometry Calculations
- Foundation Report

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- Cross sections
- Quantity Calculations
- Joint Seal Movement Ratings
- A Reduced Copy of the PS&E Submittal

Task 11 Deliverables

- One Resident Engineer File
- Assistance with Right of Way Certification Form

Task 12 Bidding Support Services

This work plan and budget estimate for bidding assistance reflects possible support need only and may be further refined with the City upon completion of design. Furthermore, due to the indeterminate nature of the requirements for this task, additional efforts beyond those estimated in the contract budget will be provided on a time and materials basis as approved by the City. The design team will answer technical or design based questions provided in writing to the City from prospective bidders and return responses to City staff directly. This may include the following:

- Responding to written questions in a “General Response to Bidders Questions”
- Attending a Pre-Bid Meeting and Distributing the “General Response to Bidders Questions”
- Bid Evaluation (if requested)
- Review of Bidders References (if requested)

Construction Assistance (not currently included in scope of work)

The design team will be available to answer construction related questions for construction administration on a time and materials basis for the City if requested.

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“**Scope At A Glance**”, an outline listing of the tasks included in the proposed Work Program;

LOS CARNEROS OH REPLACEMENT PROJECT DESIGN AND ENVIRONMENTAL DOCUMENT

TASK S	TASK DESCRIPTIONS	TASKS	TASK DESCRIPTIONS
1	Project Management & QA/QC	7	Utility Coordination Services
1.01	Project Management and PDT Meetings	8	65% Design
1.02	Quality Assurance/Quality Control	8.01	65% Roadway Plans and Estimate
2	Survey, Traffic Analysis, Preliminary Design and Bridge Aesthetics	8.02	65% Bridge Unchecked Plans and Estimate
2.01	Survey Update	8.03	65% Landscape PS&E
2.02	Traffic Analysis	8.04	65% Signal Design, Signing and Pavement Delineation
2.03	Preliminary Design	8.05	Geotechnical Report Update
3	Right of Way Engineering, Appraisal and Acquisition	8.06	Preliminary Construction Schedule
3.01	Right of Way Engineering	9	95% Plans, Specifications and Estimate
3.02	Right of Way Appraisal and Acquisition	9.01	95% Roadway Plans and Estimate
4	Environmental Documentation	9.02	95% Bridge Plans and Estimate
4.01	Technical Studies and Reports	9.03	95% Landscape PS&E
4.02	Administrative Draft MND	9.04	95% Signal Design, Signing and Pavement Delineation
4.03	2 nd Administrative Draft MND	10	100% Plans, Specifications and Estimate
4.04	Draft MND and NOA/NOI	10.01	100% Roadway Plans and Estimate
4.05	Administrative Final MND	10.02	100% Bridge Unchecked Plans and Estimate
4.06	Final MND	10.03	100% Landscape PS&E
4.07	Mitigation Monitoring and Reporting Plan	10.04	100% Signal Design, Signing and Pavement Delineation
5	CT Encroachment Permit and Coordination Services	11	RE File, Contract Document Approval and ROW Certification
6	UPRR Review and UPRR / CPUC Processing	12	Bidding Support Services

**Los Carneros Rd. Overhead Replacement Scope of Work
Planning, Environmental Documentation and Final Design**

Exhibit B-2 Schedule of Fees

Date

Jan. 27, 2009

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Project Manager	W. LaFranchi		68	\$ 77.56	\$ 5,274.08
Project Manager	J. Aguilar		358	\$ 73.48	\$ 26,305.84
Supervising Engineer	A. Dubovik		426	\$ 64.72	\$ 27,570.72
Supervising Engineer		\$ 55.00 \$70.00	128	\$ 65.00	\$ 8,320.00
Supervising Scientist	C. Woodman		125	\$ 52.00	\$ 6,500.00
Sr. Engineer / Scientist	G. Bubnic		160	\$ 53.72	\$ 8,595.20
Sr. Engineer / Scientist		\$ 40.00 \$55.00	50	\$ 50.00	\$ 2,500.00
Assoc. Engineer / Scientist	M Dunn		100	\$ 47.12	\$ 4,712.00
Assoc. Engineer / Scientist	S. Lam		338	\$ 42.36	\$ 14,317.68
Assoc. Engineer / Scientist		\$ 45.00 \$70.00	115	\$ 55.00	\$ 6,325.00
Engineer / Scientist	J. Davis		100	\$ 42.92	\$ 4,292.00
Engineer / Scientist		\$ 40.00 \$50.00	163	\$ 45.00	\$ 7,335.00
Graduate Eng/Scientist	H. Choi		280	\$ 33.04	\$ 9,251.20
Graduate Eng/Scientist	B. Cornett		100	\$ 31.16	\$ 3,116.00
Graduate Eng/Scientist		\$ 30.00 \$40.00	304	\$ 35.00	\$ 10,640.00
Sr. Technician	N. Karunatilaka		380	\$ 40.44	\$ 15,367.20
Sr. Technician		\$ 35.00 \$45.00	100	\$ 40.00	\$ 4,000.00
Technician		\$ 20.00 \$35.00	374	\$ 30.00	\$ 11,220.00
Project Administration	S. Sanchez		185	\$ 27.12	\$ 5,017.20
Project Administration		\$ 25.00 \$35.00	75	\$ 26.00	\$ 1,950.00
Clerical		\$ 15.00 \$25.00	135	\$ 22.00	\$ 2,970.00

Subtotal Direct Labor Costs \$ 185,579.12
 Anticipated Salary Increases \$ 9,293.96
 Total Direct Labor Costs \$ 194,873.08

	Rate	
Fringe Benefits	<u>43.98%</u>	<u>Total Fringe Benefits \$ 85,705.18</u>
Indirect Costs		
Overhead & General Administration	<u>81.53%</u>	\$ 158,880.02
FEE (Profit)	<u>10.00%</u>	\$ 43,945.83
OTHER COSTS		
Travel Costs		\$ 12,745.00
Equipment and Supplies (Itemize)		\$ -
Other Direct Costs (Itemize)		
	Copies - 8.5" x 11"	\$ 1,093.00
	Copies 11" x 17"	\$ 832.00
	Copies 22" x 34"	\$ 760.00
	Prints/Exhibits	\$ 520.00
	Binders/Bindings	\$ 970.00
	Postage-USPS, FedEx, Courier	<u>\$ 1,975.00</u>
Total Other Costs		\$ 18,895.00
Subcontractor Costs (attach detailed cost estimate for each subcontractor)		
	Dowling Inc.	\$ 14,019.99
	Fugro West, Inc.	\$ 23,030.84
	Penfield & Smith	\$ 24,398.67
	Hamner Jewell & Associates	\$ 24,270.48
	David Black & Associates	\$ 23,049.99
	ATE	<u>\$ 21,040.01</u>
Total Subcontractor Costs		\$ 129,809.99
TOTAL COST		<u><u>\$ 632,109.09</u></u>

Exhibit C

Project Schedule

Los Carneros Road Overhead Bridge Replacement Project

	Activities	Milestone Date
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1	Contract Award	May 19, 2009
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Environmental		
2	Project Description	August 2009
3	Initial Administrative Draft Environmental Document	November 2009
4	Complete Special Studies	February 2010
5	Release Draft Environmental Document	February 2010
6	Planning Agency/City Council Certified Environmental Document	May 2010

Design		
7	Complete 35% Design	October 2009
8	Submit 65% Design	March 2010
9	Submit 95% Design	June 2010
10	Submit Final Plans, Specifications and Estimate	October 2010
11	Complete Construction Bid Package	December 2010

Right of Way and Utilities		
12	Complete Appraisal Map, Deeds and Legal Descriptions	April 2010
13	Complete Appraisals	June 2010
14	Complete Acquisition of Right of Way	January 2011
15	Complete Utility Design and Relocation Agreements	May 2010
16	Complete Pre-Construction Utility Relocations	November 2010
17	Right of Way Certification	February 2011

Permits		
18	Conceptual Design Review by DRT	November 2009
19	Preliminary Design Review by DRT	March 2010
20	Final Design Review by DRT	September 2010
21	City Land Use Permit Issued	December 2010
22	Caltrans Issues Encroachment Permit	January 2011

Construction		
23	Advertise For Construction Bids	February 2011
24	Complete Construction	December 2012