

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and KOA Corporation having its principal place of business at 1120 West La Veta Avenue, Suite 660, Orange, CA 92868 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** Charles W. Ebeling, C.E., T.E. at phone number (805) 568-3394 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Rock Miller, P.E. at phone number (714) 573-0317 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Charles W. Ebeling, C.E., T.E.
County of Santa Barbara
Department of Pubic Works
123 East Anapamu Street
Santa Barbara, CA 93101

To CONTRACTOR: Rock Miller, P.E.
KOA Corporation
1120 West La Veta Avenue, Suite 660
Orange, CA 92868

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on March 26, 2009 and end performance upon completion, but no later than June 30, 2010 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES**, above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to

this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

15. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not effect any right or remedy which COUNTY may have in law or equity.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability

shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

26. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any

other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

//
//

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and KOA Corporation.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA


By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR
KOA CORPORATION
MIN ZHOU, VICE PRESIDENT


By: _____
Deputy

By:  _____
TaxID Number: 95-4515908

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By:  _____
Deputy County Counsel

By:  _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO,
RISK PROGRAM ADMINISTRATOR

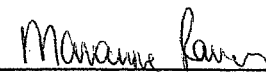
By:  _____
Risk Program Administrator

EXHIBIT A
STATEMENT OF WORK

XX

//

//

//

//

//

February 27, 2009

Mr. Charles W. Ebeling, C.E., T.E.
County of Santa Barbara
Department of Public Works
123 East Anapamu Street
Santa Barbara, California 93101

Subject: **PROPOSAL TO PREPARE AN UPDATE FOR THE GOLETA
TRANSPORTATION IMPROVEMENT PLAN**

Dear Mr. Ebeling:

KOA Corporation (KOA) is pleased to receive a request for proposal to assist the County of Santa Barbara to perform an update of the Goleta Transportation Improvement Plan. We are interested in assisting with this project and submit this proposal accordingly. This proposal was based upon the information you provided. The Scope of Services, cost estimate, and schedule for this project are presented in the attachment to this letter.

KOA has earned a reputation for high quality work, fulfillment of deadlines, and reasonable costs. The firm has offices in Orange, San Diego, Ontario, Oakland, and Monterey Park. Our Orange office will manage this project. The firm has coverage in the following areas: Professional Liability (\$2 million), Automobile Liability (\$1 million) and General Liability (\$5,000,000). Our Worker's Compensation coverage meets the insurance requirements of California State law. We have successfully completed similar projects for numerous public agencies and private parties. References for specific related projects will be provided upon request.

We look forward to working with you on this important project. This proposal is valid for 120 days.

Sincerely,



Min Zhou, P.E.
Vice President

J:\counties\Santa Barbara\JA83076 - SB UCSBlorange\proposal\GTIP Scope.doc

PROPOSED SCOPE OF SERVICES for

Updating the Goleta Transportation Improvement Plan

BACKGROUND

The following scope of services, schedule and fee applies to preparation of a traffic engineering and transportation planning study for updating the Goleta Transportation Improvement Plan (GTIP). The purpose of the update is to produce a new Goleta Transportation Improvement Plan. The study will be conducted under the County of Santa Barbara's direction. KOA intends to work closely with the County staff to ensure the accuracy and defensibility of our study. KOA will analyze the traffic and transportation effects upon the surrounding street system based on land use and circulation changes identified by the County. The City of Goleta's Travel Demand Model will be used as the base for the traffic volume forecasting. KOA will update and refine the model specifically for the Isla Vista community and other unincorporated areas.

The Goleta Transportation Improvement Plan was adopted by the County Board of Supervisors on May 25, 1999. Since adoption no major revisions have been made to the Plan with the exception of cost index increases. The purpose of the current update is to consolidate and reconcile all of the minor changes that have been made over the last 10 years into one comprehensive stand-alone document, while incorporating all of the land use, circulation, and traffic changes identified by the County. The results of the analyses and recommended improvements prepared as part of this study will also be incorporated into the GTIP. The following task descriptions outline KOA's proposed methodology for completing the GTIP update.

Task 1 – Study Orientation and Scope Refinement

KOA senior staff will meet with County staff to discuss the project, the proposed method of analysis, and other relevant considerations. We will verify our approach and any additional specific study requirements prior to any analysis. We will discuss potential traffic and transportation issues with the County staff to identify any additional concerns and recommendations.

KOA will consult with the County staff to refine the study area. KOA is proposing to analyze all intersections identified on Figure 1. A total of sixty-one (61) intersections are proposed to be analyzed. Both AM and PM peak hour conditions will be analyzed for the study intersections. Daily traffic volumes and V/C ratio conditions will be analyzed for roadway segments. Approximately 20 roadway segments are proposed to be analyzed. The City of Goleta Traffic Model will be used to assist in providing future traffic forecasts for the subject project. KOA will obtain the traffic model from the County staff.

KOA will work with County of Santa Barbara staff to identify GTIP projects that are no longer in the County's jurisdiction due to the incorporation of the City of Goleta. KOA and County staff will also work together to identify GTIP projects that have been completed or are no longer necessary or desired and can be dropped from the updated GTIP.

Deliverables:

- A Scope Letter

Task 2 – Review of the Current and Past GTIP, and Other Relevant Documents

KOA will review the current and past GTIP documents, and other documents relevant to the preparation of the new GTIP. The purpose of the document review is to understand the changes and the context of the GTIP over time. The documents to be reviewed and summarized will include the following:

- Current Adopted Goleta Transportation Improvement Plan
- 1999 Goleta Transportation Improvement Plan
- 2007 Final GTIP Fee Estimate (not adopted)
- June 2007 Updated GTIP Cumulative Project List (not adopted)
- Current Adopted Bicycle Master Plan
- Current Adopted Isla Vista Master Plan
- Goleta Community Plan
- SBCAG Congestion Management Plan
- Other Relevant SBCAG Documents

In addition, specific discussion and summary of the following documents pertaining to State Law will be included as part of this task:

- California Mitigation Fee Act (AB 1600)
- California Government Code 66000

Deliverables:

- A letter which documents the review questions and comments will be submitted for the County's review.

Task 3 – Data Collection & Field Review

3.1 - Traffic Data

The County of Santa Barbara has conducted AM and PM peak hour traffic counts in October 2008. KOA will evaluate the traffic flow conservation and ensure quality of the count data. Minor adjustment may be needed for the raw traffic count data. The County of Santa Barbara has also provided existing pedestrian and bicycle volumes for use in the GTIP update.

3.2 - Field Review

KOA will review the locations and intersections in the field to observe and inventory roadway geometrics, existing traffic operation, traffic signal parameters, and relevant information during peak hours. KOA will also review locations that may require improvements to pedestrian, bicycle, or transit facilities based on the recommendations of this study.

Deliverables:

- Vehicle traffic count data, pedestrian volumes, and bicycle volumes will be submitted in the appendices of the report. The existing intersection geometry conditions will be illustrated on figures.

Task 4 – Existing Condition Analysis

Existing traffic conditions for establishing the circulation characteristics within the study area include:

- Intersection operational conditions (level of service report)
- Mid block roadway segment conditions
- Pedestrian and bicycle conditions
- Parking conditions
- Transit facilities conditions

KOA will use level of service analysis software such as Traffix or Synchro as appropriate. Special tools (VISSIM) will be used for the analysis of the Isla Vista community to consider the operational impact of bicycle traffic volumes. The level of service analysis along with the field review task will be used to document the existing traffic deficiencies in the GTIP study area.

Deliverables:

- Tech Memo for Existing Condition and Deficiencies Analysis
- One Chapter of the Final Report

Task 5 – Travel Demand Model Update

KOA will use the City of Goleta Travel Demand Model as the base for the GTIP Long Range condition analysis. Our modeling update tasks include the following subtasks:

1. Evaluate Land Use and Employment Assumptions
2. Update TAZ Structure for the Isla Vista community or possible other incorporated areas.
3. Refine Traffic Model Highway Network
4. Conduct sensitivity model runs: the sensitivity test will ensure no significant traffic assignment changes for the City of Goleta roadway system.
5. Conduct model calibration and validation
6. Conduct model post processing
7. Conduct trip generation and distribute traffic volumes for the Long Range condition: this process will check the reasonableness of the traffic volumes for the land use development and employment assumptions and their respective distributions to each study intersection.

Deliverables:

- Tech Memo for Travel Demand Model Update
- One Chapter of the Final Report

Task 6 – Long Range Transportation Condition Analysis

The long range condition analysis will include:

- Intersection operational conditions and deficiencies (level of service report)
- Mid block roadway segment conditions
- Pedestrian and bicycle conditions
- Parking conditions
- Transit facilities conditions

Deliverables:

- One Chapter of the Final Report

Task 7 – Long Range Transportation Improvement Needs

Roadway, transit, bicycle, and pedestrian improvement projects will be identified to address traffic growth, impacts, and needs. Roadway improvements designed to reduce potential circulation impacts to acceptable levels will be identified. KOA and County staff will also identify new transit, bicycle, and pedestrian projects designed to address needs in these areas.

Any improvement measures will include a discussion regarding feasibility of the implementation of said measures including potential right-of-way acquisition, parking prohibition/restriction, specific movement restrictions, and cost estimate of said measures. The County's GTIP approved improvements will be closely referenced. The mix of GTIP projects (Alternative Transportation) must be done in conjunction with policies in the current (approved) Goleta Community Plan. KOA will also consider any policy documents from the County of Santa Barbara, the Isla Vista Redevelopment Agency, and Santa Barbara County Association of Governments when deciding the appropriate improvements. Guidelines and goals of these documents and relevant community plans will be discussed as they relate to recommended transportation improvement measures in the GTIP.

KOA will develop and provide conceptual roadway improvement measures through restriping, signal modifications, turning lanes, and other measures. Transit improvements such as bus and commuter rail shelters, bus turnouts, traffic signal preemption, Bus Rapid Transit, shuttles, etc, may be identified as appropriate measures. Bicycle lanes and paths and pedestrian facilities will also be considered if appropriate to facilitating improved mobility and quality of life. KOA will work with County staff to identify these potential projects.

Existing planning documents such as the Goleta Community Plan will be reviewed to determine if a specific mix or percentage of projects by type (i.e. roadway, transit, bicycle, pedestrian) is required.

Any recommended improvements requiring physical road construction, bikeway construction, transit facilities, or pedestrian facilities at any location may require field surveys and site-specific civil engineering feasibility studies. These may be prepared by the KOA design team and are excluded from our scope of services.

Deliverables:

- One Chapter of the Final Report
- Conceptual Design Figures

Task 8 - Improvement Cost Estimates, Fee Calculation, and Nexus Findings

KOA will provide order-of-magnitude cost estimates on all identified improvements for the mix of GTIP projects. The cost estimates will provide approximations for the costs of these improvements based on current costs of design and construction, utilizing KOA's cost database. KOA will also recommend fair-share cost allocation for any proposed transportation/circulation/safety improvements based on a fee calculation methodology. This methodology would provide for fee calculation based on the project's contribution toward total intersection approach volumes for each improvement location. The fee is based on the cost of the intersection improvement, allocated based on the projects share of intersection approach volume.

KOK will also conduct Nexus study to evaluate the development fee in correlation with the transportation improvement program.

Deliverables:

- One Chapter of the Final Report

Task 9- Submittal and Review of Report

KOA will prepare a comprehensive transportation study report that will include the following (at a minimum):

- I. Executive Summary
- II. Introduction
- III. Analysis Methodology
- IV. Existing Conditions
 - a. Intersections
 - b. Mid-Block Segments
 - c. Pedestrian and Bicycle Conditions
 - d. Parking Conditions
 - e. Transit Facilities Conditions
- V. Travel Demand Model Update
 - a. Land Use Assumptions
 - b. TAZ Refinement
 - c. Highway Network Refinement
 - d. Model Sensitivity Test Results
 - e. Model Calibration and Validation
 - f. Future Traffic Volume Forecasts and Post-processing
- VI. Long Range Condition Analysis
 - a. Intersections
 - b. Mid-Block Segments

- c. Pedestrian and Bicycle Conditions
- d. Parking Conditions
- e. Transit Facilities Conditions
- VII. Long Range Transportation Improvement Needs
- VIII. Improvement Cost Estimates, Fee Calculation and Nexus Findings
- IX. Conclusions

Any proper or reasonable revisions will be incorporated into the transportation study in order to be fully responsive to the Scope of Services. Reasonable revisions include any corrections to the report within the general scope of work, but exclude any additional traffic data collection or analysis at any locations except as specified in our proposal.

Deliverables:

- 5 bound copies of the Draft Report
- 20 bound copies of the Final Report
- Electronic copies of each draft version and final report shall be provided.

Task 10 - Project Support and Meetings

KOA will furnish the following additional services:

- KOA will be available to responsible parties to discuss traffic aspects of the project from our offices, as needed throughout the project.
- We will attend up to four (4) PDT meetings at the County of Santa Barbara to discuss project progress and issues for the duration of the project. The PDT meetings will include the following representatives:
 - > Public Works Staff
 - > Office of Long Range Planning Staff
 - > Matt Doubberteen – Grant Service Stakeholder Group
 - > MTD and Other Transit Staff
- KOA will attend one meeting for each of the following stakeholder group. KOA will provide presentation materials such as PowerPoint slides, handouts, and /or graphics boards, and will assist with the presentations.
 - > Transit Advocacy Groups
 - > Bicycle Advocacy Groups
 - > GVPAC
 - > City of Goleta
 - > Community Groups such as Phelps Road Crowd
- KOA will attend up to five public hearings, provide presentation materials such as PowerPoint slides, handouts, and /or graphics boards, and will assist with the presentations as follows:
 - > Planning Commission (1 required)
 - > Board Hearings (4 required)

- KOA will schedule and attend two public workshops and will provide presentation materials such as PowerPoint slides, handouts, and /or graphics boards, and will assist with the presentations.

Optional Task I – UCSB LRDP Addendum

As an optional task, KOA Corporation will prepare an addendum to the 2009 GTIP that includes the proposed 2008 UCSB Long Range Development Plan (LRDP). The addendum will include documentation of assumptions regarding land use, trip generation, trip distribution, alternative transportation, and other aspects of the LRDP that may be relevant to the GTIP. KOA will recalculate the fee and conduct fair-share analysis.

SCHEDULE

The detail project schedule is illustrated on Exhibit A. The exact schedule will be finalized between our Project Manager and the County of Santa Barbara.

PERSONNEL ASSIGNED

Ms. Min Zhou will be the Project Manager for this project. Ms. Min Zhou is a Principle Engineer for KOA and has experience with projects of this type. She will be responsible for coordination with you and preparation of the report. Mr. Rock Miller, P.E., will be the Principal-in-Charge for this project. Mr. Miller will oversee project progress, attend meetings, perform Quality Assurance, and will sign the report.

PROPOSED FEE

Exhibit B illustrates the estimated time and materials with a not to exceed amount for each task and for the total contract. The total is based upon the cost of time, materials, and reprographic expenses for KOA for projects of this type and scope.

Invoices would be submitted monthly based upon project progress (percentage) and work completed. Accounts are past due after 30 days. A finance charge of 1.5% per month after invoice date may be assessed on accounts more than 60 days past due. In addition, all previous accounts with KOA must be made current prior to delivery of the first submittal.

Billing Rates Summary

Classification	Rate
CEO / President	\$265/hour
Firm Principal / Vice President	\$235/hour
Senior Transportation Engineer	\$195/hour
Senior Designer	\$185/hour
Accounting Management	\$140/hour
Associate Engineer / Planner	\$125/hour
Assistant Transportation Engineer / Planner	\$100/hour
Project Designer	\$115/hour
CAD Technician	\$80/hour
Administrative Assistant / Planning Aide	\$70/hour
Messenger / Intern	\$60/hour

General Provisions

Telephone, equipment, and fax are normally included in above hourly costs. Direct expenses including blacklining, commercial CAD plotting, subconsultant expense, issuance of specially endorsed insurance certificate, and direct costs, are billed at cost plus 5% unless stated otherwise in the proposal. Printing is approximately \$75/black & white copy (bound study) or \$125/Color copy (bound study). Mileage is charged at the federally allowed rate. Public meetings and public hearings are normally excluded from any proposal, but will be billed as extra work at the rates above. There is a four-hour minimum for nighttime public hearings. Expert witness testimonies in court or at depositions are not shown. Annual adjustments in these fees of approximately 5% will be requested for each 12-month period following authorization.

EXCLUSIONS

These exclusions describe the situations that most frequently result in the need for extra work and additional compensation.

- The proposed scope of work and fee does not include any public hearing or meeting attendance, except as specifically indicated in the Scope of Services. Attendance at additional meetings is billed up to \$235 per hour for a Firm Principal, with a four-hour minimum for night meetings.
- If the project description or size should change after the project is initiated, or if traffic studies are required at additional locations, it may be necessary to revise the study extensively, and renegotiate the proposed budget.
- The proposed fee does not include any costs or fees charged by any public agency for its review of traffic modeling services, additional, or new traffic model runs by any Agency. The project applicant will pay these directly to the Agency.
- The traffic study will be based upon timely traffic information. It must be submitted to the County for initial processing within 60 days following preparation, or County requirements and data needs

may change. Also, if the project schedule becomes extended for any reason, County requirements may also change.

- Once the study is underway any earned fees due to KOA Corporation (aka Katz, Okitsu & Associates) will be fully payable.
- The proposed scope of services and fee does not include study of traffic conditions at any location except as specifically outlined in the scope of services. This excludes traffic studies at any nearby intersections or driveways that might be affected by project traffic.
- A complete traffic assessment will be provided within the scope of services meeting the approval of the County. We will endeavor to justify the needs and requirements of your facility; however, we cannot guarantee that the County will approve any project, permit, or proposal. If the traffic study is completed to the satisfaction of the County, but the County does not approve the proposed project, any earned fees due to KOA will be fully payable.
- KOA reserves the right to ask for extra work fees if the County comments exceed what is reasonable. Unreasonable comments, include (but not limited to) any traffic data collection, analysis, or surveys at any locations except as specified in our proposal, added meetings, excessive surveys and qualifications of said surveys, gratuitous delays in processing study or report, and unwillingness to work with Client and/or Consultant in reaching a consensus of comments.
- If the traffic study is approved for public circulation by the County staff, and subsequent legal actions result in challenges in the study or further revisions, all KOA Corporation costs to address said legal challenges shall be considered extra work and additional compensation will be requested.
- KOA shall not be held financially responsible for costs of legal delays that relate to our work, except in the case of sole and gross negligence on our part.

INDEMNIFICATION

KOA and the Client mutually agree to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost, including reasonable attorney's fees and cost of defense arising from their own negligent acts, errors, and omissions in the performance of their services under this agreement, to the extent that each party is responsible for such damages, liabilities, and costs on a comparative basis of fault.

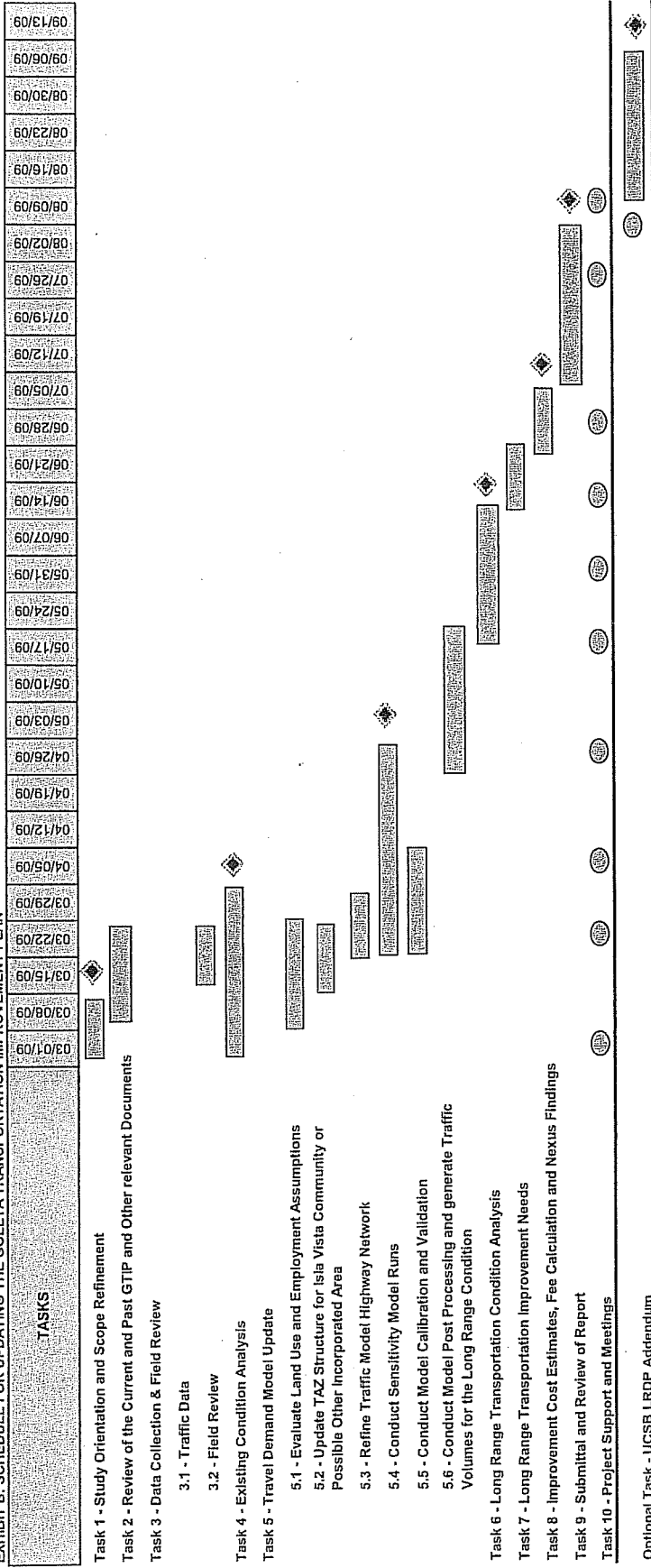
CONCLUSION

KOA Corporation looks forward to working with you on this important project. If you wish to discuss this proposal further, you may contact me at my office. If you wish to expedite authorization of the project, you may sign a copy of the proposal on the approved line and return to our office at my attention. This proposal is valid for 120 days.

EXHIBIT A: COST ESTIMATE FOR UPDATING GOLETA TRANSPORTATION IMPROVEMENT PLAN

Task 1 - Study Orientation and Scope Refinement	\$5,000
Task 2 - Review of the Past GTIP Documents	\$5,000
Task 3 - Data Collection & Field Review	<u>\$6,000</u>
3.1 - Traffic Data	\$1,000
3.2 - Field Review	\$5,000
Task 4 - Existing Condition Analysis	\$10,000
Task 5 - Travel Demand Model Update	<u>\$67,000</u>
5.1 - Evaluate Land Use and Employment Assumptions	\$5,000
5.2 - Update TAZ Structure for Isla Vista Community or Possible Other Incorporated Area	\$4,000
5.2 - Refine Traffic Model Highway Network	\$3,000
5.4 - Conduct Sensitivity Model Runs	\$25,000
5.5 - Conduct Model Calibration and Validation	\$15,000
5.6 - Conduct Model Post Processing and generate Traffic Volumes for the Long Range Condition	\$15,000
Task 6 - Long Range Transportation Condition Analysis	\$20,000
Task 7 - Long Range Transportation Improvement Needs	\$40,000
Task 8 - Improvement Cost Estimates, Fee Calculation and Nexus Findings	\$12,000
Task 9 - Submittal and Review of Report	\$15,000
Task 10 - Project Support and Meetings	\$29,000
Total Study Tasks:	<u>\$209,000</u>
Optional Task - UCSB LRDP Addendum	\$48,000
Total Cost (including Optional Task)	<u>\$257,000</u>

EXHIBIT B: SCHEDULE FOR UPDATING THE GOLETA TRANSPORTATION IMPROVEMENT PLAN



Legend:
 In Progress
 Meetings
 Milestone

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 257,000.00.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as

defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of

damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
09/15/08

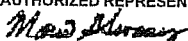
PRODUCER Dealey, Renton & Associates 199 S Los Robles Ave Ste 540 Pasadena, CA 91101 626 844-3070	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED KOA Corporation 1055 Corporate Center Dr #300 Monterey Park, CA 91754	INSURER A: Travelers Property Casualty Co of Am
	INSURER B: American Automobile Ins. Co.
	INSURER C: ACE American Insurance Company
	INSURER D: Travelers Indemnity Co. of Connectic
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	6802075L840	06/15/08	06/15/09	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$5,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	
D	AUTOMOBILE LIABILITY	BA2072L002	06/15/08	06/15/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY					
	<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
A	EXCESS LIABILITY	CUP6464Y033	06/15/08	06/15/09	EACH OCCURRENCE	\$4,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$4,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$0					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP80966346	09/19/08	09/19/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	OTHER Professional Liability	G23631684003	03/13/08	03/13/09	\$2,000,000 per claim \$2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Re: SBarCo 2009 Goleta Transportation Improvement Plan - JA83076.003. County of Santa Barbara is named as an additional insured as respects general liability for claims arising from the operations of the named insured.

CERTIFICATE HOLDER County of Santa Barbara Department of Public Works Attn: Mr. Charles W. Ebeling 123 East Anapamu St. Santa Barbara, CA 93101	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION Ten Day Notice for Non-Payment of Premium SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT NOT MORE THAN 30 DAYS BEFORE THE EXPIRATION DATE OF THE POLICY. AUTHORIZED REPRESENTATIVE 
---	---

POLICY NUMBER: 6802075L840

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

County of Santa Barbara
 Department of Public Works
 Attn: Mr. Charles W. Ebeling
 123 East Anapamu St.
 Santa Barbara, CA 93101

PROJECT/LOCATION OF COVERED OPERATIONS:

All Operations of the Named Insured

1. WHO IS AN INSURED (Section II) is amended to include the person or organization shown in the Schedule above as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If the injury or damage arises out of the performance by you or your subcontractor, of "your work" on or for the project, or at the location, shown in the Schedule above. Such person or organization does not qualify as an additional insured with respect to their independent acts or for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement

2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply to the rendering of or failure to render any "professional services".
 - b. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in a "contract or agreement requiring insurance" for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less

This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for the Coverage Part.

3. The following is added to Paragraph a. of 4. **Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that, for additional insured shown in the Schedule, the insurance provided to that additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed; after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any

COMMERCIAL GENERAL LIABILITY

other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

4. The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury"

or "property damage" occurs, or the "personal injury" offense is committed.

5. As respects the insurance provided to the additional insured by this endorsement, the following definition is added to **DEFINITIONS (Section V):** "contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
 - b. While that part of the contract or agreement is in effect; and
 - c. Before the end of the policy period.
- All other terms of your policy remain the same.

Re: SBarCo 2009 Goleta Transportation Improvement Plan - JA83076.003.