



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

A-10

Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

Department Name: Public Works/Parks  
Department No.: 054/052  
For Agenda Of: April 12, 2011  
Placement: Administrative  
Estimated Time:  
Continued Item: No  
If Yes, date from:  
Vote Required: Majority

APR 12 2011

TO: Board of Supervisors

FROM: Department Director(s) Scott D. McGolpin, Director of Public Works, 568-3010  
Thomas D. Fayram, Interim Director of Parks, 568-2461

Contact Info: Chris Sneddon, Engineering Section Manager, 568-3047 CS

SUBJECT: Preliminary Design and Environmental Services for the Replacement of Goleta Beach Park Bridge 51C-0158, County Project 862319, Second Supervisorial District

**County Counsel Concurrence**

As to form: Yes

**Auditor-Controller Concurrence**

As to form: Yes

**Other Concurrence:** Risk Management

As to form: Yes

**Recommended Actions:**

That the Board of Supervisors:

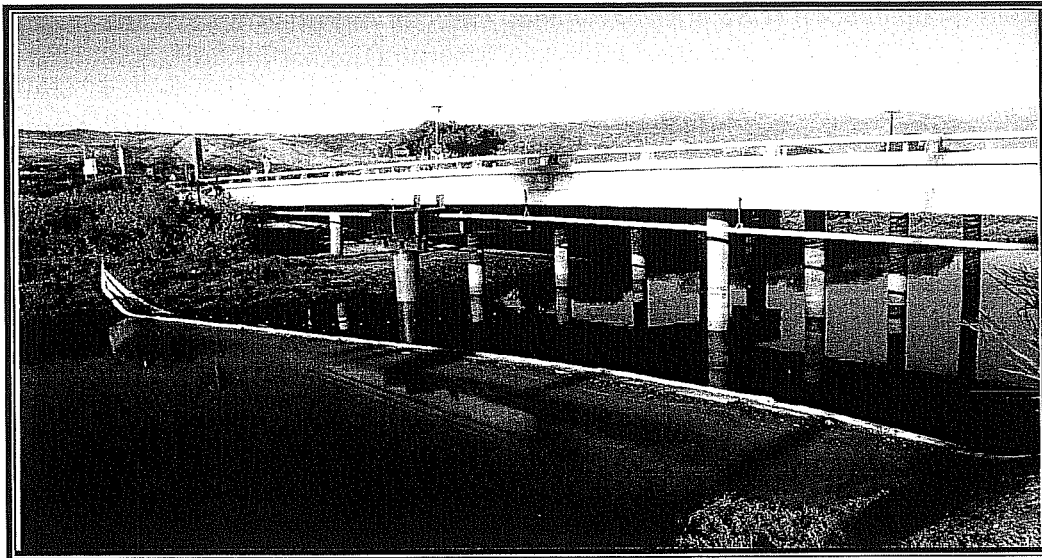
- A. Approve and authorize the Chair to execute an agreement with Quincy Engineering Inc. (not a local vendor), Sacramento, California, for preliminary design and environmental services for the Replacement of Goleta Beach Park Bridge 51C-0158, Project Number 862319, at a cost of \$406,300.
- B. Authorize the Director of Public Works to approve amendments to the agreement for supplemental work up to \$40,630.

**Summary Text:**

The Parks Department is the responsible party for the Goleta Beach Park Bridge; however the Parks Department and the Public Works Department have entered into an agreement that spells out the role and responsibilities for the replacement of the bridge. Consistent with the roles and responsibilities of the agreement the Public Works Department has secured Federal Highway Administration (FHWA), Highway Bridge Program funding and will administer the contract with Quincy Engineering, Inc.

In compliance with FHWA requirements, the Public Works Department released a Request for Proposals (RFP) to thirty qualified firms. An evaluation committee for the County Public Works Department evaluated the seven proposals submitted based on a predetermined evaluation criterion. Following the evaluation and scoring, the committee ranked Quincy Engineering, Inc. (QEI) and recommended that this firm be selected to perform preliminary design and environmental services for this project.

Staff has completed negotiations with QEI and reached an agreement regarding the project scope of work, cost and contract terms. The contract and scope before your Board today includes both preliminary design and environmental services, referred to as Phase I. The scope of work includes project management, quality control, hydraulic study, environmental documentation and permitting, preliminary geometric design and bridge type selection (if required).



Goleta Beach Park Bridge 51C-0158

The contract amount is sufficient to complete of Phase I of services and deliverables that are specifically identified in the contract scope of work. However, it is possible that unanticipated tasks will arise that are beyond the current scope of work. Staff recommends that your Board give the Director of Public Works authority to approve contract budget amendments for supplemental work that are beyond the scope of the proposed contract. The total cost of any amendments is limited to \$40,630.00. Your Boards' approval of this recommendation would expedite contract amendments.

#### **Background:**

The bridge is located approximately 1.5 miles southwest of the Santa Barbara Municipal Airport and 0.25 miles east of the University California at Santa Barbara. The bridge provides the only access to the beach, restaurant, pier, and amenities. The bridge also provides an important link in the County Bikeway System. The Goleta Beach Park receives in excess of 1.5 million visitors per year making it the most visited park in the County.

Caltrans Division of Structures has determined that the existing bridge is structurally deficient due to damage from reactive aggregate (ASR). Because the structural integrity of the bridge was so significantly compromised, the County performed emergency repairs in 2008. The emergency repairs consisted of one pile placed on both sides of the bridge with a beam placed under the bridge between the two piles to provide temporary support to the bridge.

The Goleta Beach 2.0 Concept Planning Process recognized that the existing park bridge is structurally deficient and needs to be replaced. The design of the new park entrance (Bridge or Alternative Access off Highway 217) will dovetail with the Goleta Beach 2.0 efforts to ensure consistency.

**Fiscal and Facilities Impacts:**

Budgeted: Yes

**Fiscal Analysis:**

<b><u>Funding Sources</u></b>	<b><u>Current FY Cost:</u></b>	<b><u>Annualized On-going Cost:</u></b>	<b><u>Total One-Time Project Cost</u></b>
Parks	\$ 46,603.00		\$ 46,603.00
State			
Federal HBP	\$ 359,697.00		\$ 359,697.00
Fees			
Other:			
Total	\$ 406,300.00	\$ -	\$ 406,300.00

Narrative:

The Federal Highway Bridge Program will fund 88.53% and the Parks Department will fund the remaining 11.47% of the project design phase. The Parks Department has transferred the required match to the Public Works Department who will administer the contract. The local match for future phases, including construction may be provided by the State's toll credits.

The funds for this contract have been budgeted in Fund 0017, Organizational Unit 0600, Program 2820, and Account 7460.

**Staffing Impacts:**

**Legal Positions:**

None

**FTEs:**

None

**Special Instructions:**

Please forward three certified stamped copies of the Minute Order approving this recommendation and the contract for Professional Services to the Public Works Department, Transportation, Engineering Section, Attn: Beverly Cross.

**Attachments:**

Contract for Professional Services

**Authored by:**

Charlie Elbert, Project Manager, ext. 3123

Contract Summary Form:

Contract Number :

BC-11-088

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than (<\$100,000) submit a Purchasing Requisition to the Purchasing Division of General Services. See "online purchasing manual" under General Services, Purchasing, Policies and Procedures. Form not applicable to revenue contracts.

D1. Fiscal Year..... : FY 10/11  
 D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) : 054/052  
 D3. Requisition Number ..... :  
 D4. Department Name ..... : Public Works/Parks  
 D5. Contact Person..... : Charlie Elbert  
 D6. Phone ..... : (805) 568-3123

K1. Contract Type (check one): ☒ Personal Service ☐ Capital Project/Construction

K2. Brief Summary of Contract Description/Purpose : Goleta Beach Park Bridge

K3. Original Contract Amount ..... : \$406,300

K4. Contract Begin Date ..... : April 19, 2011

K5. Original Contract End Date..... : February 20, 2012

K6. Amendment History (leave blank if no prior amendments):

Seq#	Effective Date	This Amndt	Amt Cum	Amndt To	Date New	Total Amt	New End Date	Purpose (2-4 words)
		\$		\$		\$		

K7. Department Project Number..... : 862319

B1. Is this a Board Contract? (Yes/No) ..... : Yes

B2. Number of Workers Displaced (if any)..... : 0

B3. Number of Competitive Bids (if any) ..... : Qualification Based Selection

B4. Lowest Bid Amount (if bid) ..... : N/A

B5. If Board waived bids, show Agenda Date ..... :

B6. ... and Agenda Item Number ..... : #

B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) : Yes

F1. Encumbrance Transaction Code ..... : 1701

F2. Current Year Encumbrance Amount..... : \$

F3. Fund Number ..... : 0017

F4. Department Number ..... : 054

F5. Division Number (if applicable) ..... : 02

F6. Account Number..... : 7460

F7. Cost Center number (if applicable)..... : 2050

F8. Payment Terms ..... : Net 30

V1. Vendor Numbers (A=uditor; P=urchasing)..... :

V2. Payee/Contractor Name..... : Quincy Engineering, Inc.

V3. Mailing Address..... : 3247 Ramos Circle

V4. City State (two-letter) Zip (include +4 if known) : Sacramento, CA 95827-2512

V5. Telephone Number ..... : (916) 368-9181

V6. Contractor's Federal Tax ID Number (EIN) ..... : 68-0269312

V7. Contact Person ..... : Mr. Mark Reno

V8. Workers Comp Insurance Expiration Date..... : 09/01/11

V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) : General 04/20/11, Automobile 01/27/12, Professional 05/20/11

V10. Professional License Number..... : #C47756

V11. Verified by (name of County staff)..... : Charlie Elbert

V12. Company Type (*Check one*):   ☐ Individual   ☐ Sole Proprietorship   ☐ Partnership   ☒ Corporation

**I certify:** information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : Authorized Signature .....

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**GOLETA BEACH PARK BRIDGE 51C-0158 REPLACEMENT  
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 Quincy Engineering, Inc. having its principal place of business at 3247 Ramos Circle, Sacramento CA 95827-2512 (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.** Charlie V. Elbert at phone number (805) 568-3123 the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Mark Reno at phone number (916) 368-9181 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: Charlie V. Elbert  
County of Santa Barbara  
Department of Public Works  
123 East Anapamu Street  
Santa Barbara, CA 93101

To CONTRACTOR: Mark Reno  
Quincy Engineering, Inc.  
3247 Ramos Circle  
Sacramento CA, 95827-2512

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 April 19, 2011 and end performance upon completion, but no later than December 20, 2011 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.

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.

30. **RESPONSIBILITY AND LIABILITY FOR SUBCONSULTANTS OR SUB-CONTRACTORS.** Any subsequent contract that CONTRACTOR enters into in the execution of this AGREEMENT with any sub-consultant that is in excess of \$25,000 shall contain all the provisions stipulated in this AGREEMENT and shall become applicable to subcontractors as if COUNTY contracted directly with such sub-consultant. Any approval granted by COUNTY regarding this AGREEMENT shall not constitute nor be deemed a release of responsibility and liability of CONTRACTOR or its sub-consultants or subcontractors for the accuracy or competency of the work performed under this AGREEMENT, nor shall such approval be deemed to be an assumption of such responsibility by COUNTY for any defect in the work of others under the direction of CONTRACTOR.

31. **MODIFICATIONS.** COUNTY may require changes to this AGREEMENT as required by specific project requirements. COUNTY may at any time, by written addendum to CONTRACTOR, make any changes or additions in the services to be performed hereunder (including changes or revisions to previously approved documents or other elements of services). If such changes or additions cause an increase or decrease in CONTRACTOR'S cost of doing work under this contract, or in the time required for its performance, a mutually agreeable, equitable adjustment shall be made, and this AGREEMENT shall be modified by written Addendum. CONTRACTOR claims for an equitable adjustment shall be submitted in writing to COUNTY and shall include a description of the effect of the change upon CONTRACTOR and the estimated cost and time for the CONTRACTOR to perform the services as changed. In no event shall CONTRACTOR be entitled to additional time or costs until and unless a written addendum to this AGREEMENT has been entered into by both parties. CONTRACTOR understands and agrees that this equitable adjustment shall constitute the entire compensation for any changes in time or costs caused by such addendum. CONTRACTOR agrees to perform all work associated with addendum using the same fee schedule set forth as Attachment B1 to this AGREEMENT.

32. **MODIFICATION AMOUNTS.** The total value of this contract is \$ FOUR HUNDRED, SIX THOUSAND AND THREE HUNDRED dollars (\$406,300.00). COUNTY Board of Supervisors authorizes the Director of Public Works to make modifications as may be required by specific project requirements, to the services under this AGREEMENT and authorize, in writing, changes in the services requiring increased compensation to CONTRACTOR of up to \$40,630.00. Changes requiring increased compensation which exceed \$40,630.00, must be authorized by the County Board of Supervisors. In no event may any changes in compensation be made without written approval by COUNTY in the form of an addendum.

33. **OTHER.** 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 including Code of Federal Regulations (CFR) Chapter 48 Part 31 or Chapter 49 Part 18. 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.

34. **STATE RECORDS, AUDIT, AND REVIEW REQUIREMENTS.** The COUNTY, the State, the State Auditor, FHWA or any duly authorized representative of the Federal Government having jurisdiction under Federal laws or regulations (including the basis of Federal Funding in whole or in part) shall have access to any books, records, and documents of the CONTRACTOR that are pertinent to the contract for audits, examinations, excerpts, and transaction, and copies thereof shall be furnished if requested.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Quincy Engineering, Inc.

**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:  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

CONTRACTOR

By: \_\_\_\_\_  
Deputy

By:  \_\_\_\_\_  
SocSec or TaxID Number: 680269312

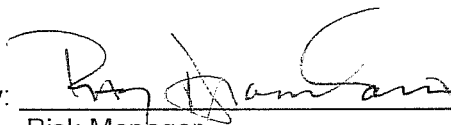
APPROVED AS TO FORM:  
DENNIS A. MARSHALL  
COUNTY COUNSEL

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

By:  \_\_\_\_\_  
Deputy County Counsel

By:  \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
RAY AROMATORIO  
RISK MANAGER

By:  \_\_\_\_\_  
Risk Manager

**EXHIBIT A**

**STATEMENT OF WORK**

**GOLETA BEACH PARK BRIDGE 51C-0158 REPLACEMENT**

**COUNTY OF SANTA BARBARA AGREEMENT WITH QUINCY ENGINEERING, INC.**

**DESIGN AND ENVIRONMENTAL SERVICES AS DESCRIBED IN THE FOLLOWING PAGES OF THIS  
EXHIBIT**

**ATTACHMENT A-1 SCOPE OF WORK**

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# Scope of Work



Quincy Engineering, Inc. personnel have provided plans, specifications, and estimates for a large number of projects throughout California. The Quincy Engineering design process is carried out under procedures that closely parallel those of local agencies and Caltrans. As a result, Quincy Engineering recognizes the importance of maintaining close coordination and cooperation with the County throughout the project development (PS&E) process. With this in mind, we have developed and utilize an efficient project approach that expedites this process. Tasks are defined and numbered in this *Scope of Work* in accordance with the tasks outlined in the RFP.

The project covered by this *Scope of Work* consists of replacing the existing structurally deficient Goleta Beach Park Bridge 51C-0158. Several roadway alignments and structure alternatives will be evaluated to provide new access to Goleta Beach Park. Coordination will occur between numerous stakeholders throughout all project development phases to ensure all concerns are adequately addressed. Preliminary Engineering, development of environmental documents with technical studies and final design are all outlined within this scope.

Quincy Engineering's approach to this project will be as follows:

## PHASE I

### TASK 1 - Project Management, Team Leadership & Quality Control/Phase I

#### Task 1.1 - Kickoff Meeting

A kickoff meeting will be held at County offices that should include key personnel from Santa Barbara County (County), the Quincy Engineering Team (Team) and all other interested parties. The meeting will serve to introduce project staff and establish lines of and procedures for communication. The project background, scope, concepts, and schedule will also be discussed, and all existing information about the project will be gathered (supplied by the County). Following the meeting, all attendees will participate in a review of the project site to further identify and discuss project issues. Meeting minutes will be prepared by the Team for County review and approval.

#### Task 1.2 - Project Management & PDT Meetings

The Project Manager will coordinate all activities of the Quincy Engineering Team with those of the County's staff.

The Project Manager will prepare and submit monthly progress reports for County review. These reports will include progress-to-date, schedule updates, County action items, consultant action items, work product deliveries, problems encountered with suggested solutions, and anticipated work for the next month.

The Team will work with the County to schedule, prepare agenda items, attend, and prepare minutes for monthly Project Development Team (PDT) meetings. Draft minutes will be distributed to attendees and comments will be incorporated as appropriate, and final meeting minutes will be distributed. It has been assumed that five PDT meetings will be required during this phase of the project. Team members will include representatives from QEI as well as SWCA.

#### Products:

- Kickoff Meeting
- Project Schedule
- Monthly PDT Meetings (5)
- Project Progress Reports
- QA/OC Reviews

#### Task 1.3 - Quality Assurance/Quality Control Review

All deliverables will be reviewed in accordance with the Quincy Engineering Management Plan, which identifies roles and responsibilities of individuals in the Quality Assurance/Quality Control process, as well as procedures for reviews, independent design checks, and administrative guidelines concerning signatures, approvals, and records.

### TASK 2 - Preliminary Coordination/Data Gathering/Utility Letter A

#### Task 2.1 - Survey Data

Topographic mapping in electronic form will be provided by the County Surveyor. The Team will coordinate with the County Surveyor as one of the first items of work in order to establish the limits of topographic coverage required for all project alternatives. This will ensure an efficient survey for all parties and will minimize the requirement supplemental survey shots. It is assumed that the survey will be tied into the State Plane Coordinate System by utilizing the existing County of Santa Barbara Horizontal Control Network information or by utilizing existing CORS (Continuously Operating Reference Stations) sites. It is also assumed that the surveys will be tied into the County of Santa Barbara Vertical Control Network NAVD88 datum utilizing their existing benchmark monuments in the area. It will be critical to verify the datum when reporting hydraulic water surface elevations. Previously recorded hydrological data may have been reported on a different vertical datum which may have to be converted.

# Scope of Work



It is anticipated that the scope of the survey work will consist of: utilizing projects horizontal and vertical control points based on control monuments as referenced above; providing topographic information; listing of benchmarks utilized in the survey; site data control; and construction centerline for existing roadway. From the survey data generated, the base map will be prepared in an electronic data format to be used during design. The base map will include a digital terrain model (DTM) providing all required contours, topographic features, utilities and trees six inches in diameter and greater utilizing County format. It is anticipated that prior to conducting field surveys, USA will be contacted by the County to mark existing utilities, which will then be located and shown on the base map.

The County surveyor will also need to provide river cross-sections for performing the hydraulic analysis. To adequately address hydraulic design issues, cross-sections will be taken at 2 different locations where the lengths of the cross-sections will vary. These cross-sections will be plotted utilizing ground shots and tied into controls established above. The lengths of cross-sections may vary because of the changing bank widths.

Although the QEI Team will establish the new right of way needs for the project, it is assumed the County will establish the existing right of way and prepare the necessary right-of-way documentation for appraisal and acquisition. It is anticipated that preliminary Title Reports of the adjacent properties will be obtained by the County, and the County will research available recorded subdivision mapping data in the Goleta Beach area. It is assumed that the County will calculate a record location of the Flood Control Right-of-Ways, public roads and private property lines. This work would include research, title report review and field survey to locate sufficient monumentation. This field work may include items such as existing roadway centerline or section corner monuments, to orient the topographic survey control to the record boundary. The County scope will need to include calculation of record title lines and locations of roadway easements that impact this area as defined in the title reports for incorporation them into the topographic base map drawing.

It will be a key objective to establish all right-of-way and roadway easements within the project limits and locate them on the project topographic base map. It is anticipated that right of way impacts will be a critical issue for many stakeholders so establishing right of way impact for various alternatives early in the process will greatly facilitate moving the project forward.

## Task 2.2 - Preliminary Utility Coordination

At the beginning of the project, "A" letters notifying affected utilities of the proposed project will be sent to all known utility companies at the site to determine the location and size of their facilities within the project limits. This information will be incorporated in the topographic map and used during preliminary design to determine conflicts and relocation requirements. Utility conflict plans will be prepared as needed. The County will provide the names and contacts of all utilities in the area.

### Products:

- Topographic Mapping and Creek Cross-sections (by County)
- Digital Terrain Model (By County)
- Existing Right-of-Way Mapping (By County)
- Utility Relocation "A" Letters and Utility Conflict Plans

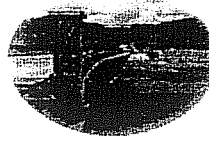
## TASK 3 - Combined CEQA & NEPA Environmental Documents

The Environmental Project Team coordinated by SWCA shall perform all work necessary to complete the environmental process under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) to obtain the required environmental approvals, including the preparation of notices. All environmental work will be coordinated with Quincy Engineering and the County of Santa Barbara.

Based on preliminary discussions with Caltrans District 5 staff, this scope of work assumes a CEQA Mitigated Negative Declaration (MND) and a NEPA Categorical Exclusion (CE) would be the appropriate environmental determinations for this project. Should any significant adverse effects be identified during preparation of the environmental studies, Quincy Engineering and SWCA will consult with the County and Caltrans to determine the appropriate course of action. SWCA will prepare an Initial Study/MND (IS/MND) and Preliminary Environmental Studies (PES) form; SWCA assumes Caltrans will prepare the CE Checklist pursuant to standard procedure.

The CEQA and NEPA environmental review processes would be concurrent to avoid any duplication of effort. As an example, the CEQA preliminary review and IS checklist would be merged with the NEPA early coordination process, which includes preparation of the PES form. The format of the environmental documents, forms, and checklists will be based on the CEQA Guidelines and the Standard Environmental Reference (SER) and the Local Assistance Procedures Manual. The determinations will present findings supported by the CEQA Initial Study environmental analysis and background reports, and will rely extensively on the supportive technical studies for the project.

# Scope of Work



## Task 3.1 - Initiation of Environmental Phase

### Develop Project Description

A detailed, complete, and accurate project description will be the first step before the initiation of the various environmental studies associated with the proposed project. The Team will develop a suitable project description, including discussions of the project as described in the RFP along with the "roundabout" build alternative. The project description and the construction plans/drawings prepared by the Team would be incorporated into the environmental documents (and eventually the permit application packages).

### Agency Consultation & Coordination

Coordination with multiple agencies will be required regarding environmental issues associated with the project. In an effort to prepare environmental documents that will receive prompt agency review, Project Manager Jon Claxton and associated technical staff will work directly with Quincy Engineering, County, and Caltrans staff to maintain contact with regulatory agencies throughout development of the documents. Regulatory agencies may include U.S. Coast Guard (USCG), U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), California Department of Fish and Game (CDFG), California Coastal Commission (CCC), U.S. Fish and Wildlife Service (USFWS), and National Marine Fisheries Service (NOAA Fisheries). The Team understands that the County and Caltrans will retain responsibility for all final consultation, both informal and formal, with State and Federal agencies regarding listed species, project mitigation, and compensation proposals.

### Record Searches & Literature Review

Compliance with National Historic Preservation Act (NHPA) Section 106 requires that an affirmative search is undertaken to identify properties listed in, determined eligible, or eligible for listing, in the National Register of Historic Places (National Register) that may be affected by the proposed project. That search will be undertaken by performing a records search for the proposed project area at the California Historical Resources Information System's (CHRIS) Central Coastal Information Center (CCIC), located at the University of California, Santa Barbara. SWCA assumes that Caltrans will require a one-mile search radius. We further assume that the records search will be completed at the CCIC for \$900.00 or less and will be conducted at standard rates. If rush rates are required, then a change order may be necessary. The results of the records search will be reviewed by personnel who meet the Secretary of the Interior's Professional Qualifications Standards (36 CFR §61) in architectural history and archaeology to identify the likelihood of encountering historic properties and other properties which will require further evaluation for eligibility for listing in the National Register or the California Register of Historical Resources (California Register).

Record searches and data gathering for biological resources will be conducted by the project team prior to any field work required for preparation of environmental documents, including but not limited to, available documentation/information sources provided by the County and Caltrans, a literature search of the California Natural Diversity Data Base (CNDDB), the California Native Plant Society (CNPS) Online Inventory, acquiring an official species list from the USFWS, and cultural and historical record searches from the California Historical Resources Information System (CHRIS) in Santa Barbara. This information is required to comply with agency information gathering protocols and would be used during the preparation of the technical studies.

### APE/BSA Assistance

SWCA will prepare an Area of Potential Effects map (APE) that includes a delineation of the area of direct impact and area of indirect effects. SWCA assumes that the County of Santa Barbara will provide the latest edition engineering plans (CAD data or GIS shape files, if possible), including all areas that can reasonably be expected to be affected by the proposed project (i.e., staging, construction access areas, utility relocation work and off-site mitigation areas). The map will depict existing and proposed right-of-way, as well as the locations of any cultural resources identified in the APE. SWCA assumes that proposed project plans will include Assessor's Parcel Numbers (APNs; or keyed lists) with clearly delineated property boundary lines, and footprints of existing and proposed improvements for at least 200 feet beyond proposed project activities. Additionally, SWCA assumes that Caltrans requires the APE map to be at a scale of 1":200' and printed on 11 x 17 sheets, and that no more than one (1) revision of the map will be required based on comments from Caltrans. The APE map will also be used to determine the Biological Study Area (BSA) during preparation of the required biological reports for the project.

If project plans used to create the APE map are changed at a later date to include additional areas of impact, then a supplemental map and study would need to be prepared per Caltrans guidelines under a cost augment.

## Task 3.2 - Technical Studies

It is our understanding that the FHWA will likely be the lead federal agency for project approval, and Caltrans will administer the federal review process on behalf of FHWA. As information provided in the RFP is limited in detailing





# Scope of Work



which studies would need to be conducted, SWCA has provided a brief description of the scope of work for the various technical studies anticipated to be required, based on our experience with similar bridge construction projects and preliminary discussions with Caltrans. SWCA assumes that the technical studies would evaluate three project alternatives: 1) the project as briefly described in the project RFP; 2) one build alternative described by Quincy Engineering that would include a Highway 217 roundabout located near the existing bridge overcrossing; and, 3) a “no build/no project” alternative. SWCA assumes that after work has begun on the technical studies and documentation, any changes in the project description or plans that require new analysis (e.g., project footprint changes or adoption of new alternatives) would require a change order. After SWCA’s internal peer-review of draft technical documents, three copies of each draft document will be simultaneously submitted to Quincy Engineering, the County, and Caltrans for review and comment. SWCA assumes one round of review/document revision for each technical study before final submittal.

## Noise Study

The Goleta bridge replacement project would not be considered a Type 1 project by the Federal Highway Administration and would not require a detailed noise analysis. The project site does not contain sensitive noise receptors such as residential development, schools, hospitals, etc., located in close proximity to the new bridges that would benefit from a lower long-term noise level.

Existing residences in the immediate area would be subject to a short-term increase in noise associated with construction of the proposed project. Construction noise could also be an issue for park and beach users. Potential noise and vibration impacts may occur depending on if piles are used in the bridge foundation type. Demolition of the existing bridge may cause both noise and vibration at the beach park. Roadways in the area currently generate transportation-related noise. Project generated truck traffic noise may be of concern for surrounding residential developments as equipment and materials shipments including worker trips are made to the project site. Predicted construction noise levels will be compared to City thresholds to identify potential impacts, and develop feasible noise reduction mitigation measures. The Noise section of the environmental document will include: 1) a preliminary noise review as the project relates to the County’s Noise Element; 2) background noise research; 3) identification of sensitive land uses within close proximity of the site; 4) calculation of noise levels surround sensitive receptors (if any); 5) development of mitigation measures to address potential construction-related noise levels. SWCA believes that this issue can be discussed within the document without a separate report; however, should a separate report be required by County/Caltrans staff, SWCA has included the necessary budget to complete this task.

## Air Quality Report

Santa Barbara County is currently in attainment for all federal ambient air quality standards and non-attainment for state ozone standards and state PM10 standards. The proposed project would result in land disturbance and bridge demolition. Construction of the new bridge would result in both short-term construction related emissions of Reactive Organic Gases (ROG) and Oxides of Nitrogen (NOX), (which are ozone precursors), the emission of diesel particulate matter (PM), greenhouse gases (CO2) and the creation of fugitive dust (PM10) during construction. Air pollutant emissions generated by construction activities may exceed APCD thresholds. Proposed demolition activities may result in the release of asbestos-containing materials. Long-term operational and area source emissions are not expected to occur by use of the new bridge.

Preparation of the Air Quality (AQ) section of the environmental document would be based on a separate Air Quality Report that is prepared to Caltrans standards. This study would include estimating potential emissions resulting from construction activities through use of the URBEMIS 2007 modeling program. The AQ section will include an analysis of greenhouse gas emissions, and the project’s contribution to the cumulative effects of global climate change. The County is currently in the process of developing a Climate Action Strategy, and has recently updated their Clean Air Plan. SWCA will consult with the County Air Pollution Control District to identify any potential inconsistencies with proposed policies or standards. Mitigation strategies will be developed specific to the project to ensure feasibility and effectiveness.

## Visual Impact Assessment

SWCA proposes to prepare a Visual Impact Assessment which will first determine if and to what extent the proposed structure might be visible from Key Viewing Areas (KVAs), and determine the extent of any visual impacts when compared to the existing conditions. The analysis will be prepared using Caltrans accepted methodology once a project description and design have been completed. Included in this scope of work are a field analysis including photographic documentation of existing conditions, preparation of a photo simulation of the new structure’s potential visibility, analysis using the methodology utilized in visual analyses for previous Caltrans projects, preparation of a draft report ready for electronic submittal, as well as time for responding to County and Caltrans comments.

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## Hazardous Materials/Initial Site Assessment

The Phase I ESA will be performed by Mr. Tom Conroy of Earth Systems Pacific in accordance with American Society for Testing and Materials (ASTM) Standard E1527-05, Standard Practice for Environmental Site Assessments. The intent of the assessment is to evaluate the potential for soil or groundwater contamination related to the possible current or past use, storage, or handling of hazardous materials on or near the site. Sampling of soil, groundwater, building materials or air is beyond the scope of this assessment. We do not propose to determine the degree or extent of any contamination that may be encountered during this phase of work; this task would be more properly accomplished in a Phase II ESA.

## Water Quality Assessment Memo

SWCA will evaluate potential water quality impacts of proposed construction of the project using information provided within the project plans, and hydrologic studies that are completed by Quincy Engineering or their subconsultants. The water quality assessment memo provides a discussion of the proposed project, the physical setting of the project area, and the regulatory framework with respect to water quality. The report provides data on surface water and groundwater resources within the project area and their water quality health, describes water quality impairments and beneficial uses, identifies potential water quality impacts/benefits associated with the proposed project, and identifies avoidance and or minimization measures recommended for potentially adverse impacts.

There has been an increased requirement to complete a technical supporting document, usually entitled 'Water Quality Assessment Report' in which the alternative(s) for the project are compared to the Clean Water Act and the Department of Transportation's Storm Water Management Plan. Protection of the quality of water bodies near or adjacent to transportation facilities is of primary importance when considering the potential of a transportation project to modify the aquatic environment. Analysis of water quality related issues is performed at several levels in development and implementation of the proposed project. Water bodies likely to be affected and water quality characteristics that potentially could be altered are identified in the assessment.

The information contained in the WQA will be used to support environmental documentation that will be prepared for the project in compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). Caltrans is the state lead agency for CEQA compliance. The Federal Highway Administration (FHWA), with Caltrans serving as its representative, is the federal lead agency for NEPA compliance. The WQA is intended to be used to inform decisions that are made based on numerous considerations and may include other assessments. Predicted water quality impacts will be compared to City and FHWA thresholds to identify potential impacts, and develop feasible reduction or mitigation measures.

The WQA determines if project induced effects would have a potential adverse impact on water quality. Impacts are based on whether discharges to receiving waters would cause exceedance of water quality objectives or have an adverse effect to the beneficial uses identified by the Regional Water Quality Control Board (RWQCB). For the purpose of the WQA, an impact is considered adverse if the proposed project would: 1) Violate any water quality standards or waste discharge requirements; 2) Substantially alter the existing drainage pattern of the site or area, including alteration of a stream or river in a manner that would result in substantial erosion or siltation on or off-site; 3) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems, or cause substantial additional sources of polluted runoff; 4) Otherwise substantially degrade water quality; 5) Place structures within 100-year flood hazard areas, which would impede or redirect flood flows. The WQA report would describe the environmental and regulatory setting, the environmental impacts of the project, and measures to minimize adverse impacts on hydrology and water quality.

## Biological Resources & Wetlands Studies

### Natural Environment Study (NES)

SWCA will prepare a Caltrans Natural Environment Study (NES) that thoroughly describes the existing biological environment within the approved BSA based on the results of a literature review, field surveys (including floristic botanical surveys conducted under USFWS and CDFG standards), and a summary of other technical documents pertaining to biological and wetland resources that are prepared in conjunction with the NES for the proposed project (i.e., Wetland Delineation, Biological Assessment). The NES will identify potential impacts to sensitive species, sensitive habitats, and jurisdictional wetlands and other waters that may occur as a result of the proposed project activities, and provide recommended avoidance and minimization measures in order to reduce these impacts. The NES would be used to satisfy NEPA requirements and supply information that will be used in the preparation of any necessary state and federal permits. The NES may also be used for background information for the preparation of subsequent environmental documents that would be needed to satisfy CEQA (e.g., MND).

# Scope of Work



Once the boundaries of the BSA are firmly established, field surveys will be conducted to provide baseline information on vegetation communities, habitat types, and plant and wildlife species in the BSA. Plant communities and associated wildlife habitats will be characterized and mapped during the field surveys. The plant communities will be classified according to the list of California terrestrial natural communities recognized by the CNDDB. Three floristic (when plants are flowering and identifiable) botanical surveys will be conducted to form a botanical inventory of the BSA and determine presence/absence of special-status plants. Reconnaissance wildlife surveys (e.g., bird/nest surveys, bat surveys) will be conducted concurrently with the botanical survey site visits to form a wildlife inventory and provide recommendations for additional protocol wildlife surveys (if determined to be required). No protocol wildlife surveys are included in SWCA's scope of work at this time; however, we have made recommendations for protocol California red-legged frog surveys as an optional task based on the likelihood of potential habitat in or near the project area (refer to Optional Tasks). Resources identified during field surveys will be mapped with GPS/GIS and will be overlain on plans and/or aerials provided by the County, Caltrans, and/or Quincy Engineering.

As indicated within the RFP, several topic-specific technical reports will be conducted along with the NES, including a Biological Assessment, Wetland Assessment, and Conceptual Habitat Mitigation and Monitoring plan (CHMMP). SWCA will compile and append the information from these individual studies into the NES. Other studies (e.g., protocol surveys) have been included within this proposal as optional tasks until further information can be gathered from County and resource agency staff.

## Biological Assessment (BA)

A Biological Assessment (BA) is required for formal or informal consultation with the USFWS and/or NOAA Fisheries. The BA will include only a discussion of federally listed species with potential for occurrence within or adjacent to the project area and will be prepared pursuant to the most recent Caltrans template (August 27, 2009). Any contact with USFWS and NOAA Fisheries shall be restricted to information gathering purposes regarding federal listed species in question, during preparation of the draft biological reports. Once the biological reports are submitted to Caltrans, all contact with USFWS and NOAA Fisheries shall be through Caltrans.

## Wetland Delineation & Assessment

Wetlands and other jurisdictional waters regulated by the USACE, RWQCB, CDFG, and CCC occur within the project area due to the presence of the Goleta Slough. Impacts to these resources will require permits from and/or consultation with these agencies. The permit applications will require accurate calculations of permanent and temporary impacts to jurisdictional areas that are based on the final project designs.

In order to obtain accurate impact calculations, SWCA wetlands specialists will conduct a formal wetland delineation of the project site. All jurisdictional areas within the proposed project site will be identified, delineated, and characterized. The soil, vegetative, and hydrological characteristics of all identified wetland areas will be examined and categorized according to the USACE 1987 Wetland Delineation Manual and the Final Regional Supplement to the USACE Wetland Delineation Manual: Arid West Region (2008). Identified jurisdictional boundaries and biological habitats will be mapped with Trimble Global Positioning System (GPS), capable of determining positional accuracy to  $\pm 0.5$  meter and the resulting acreages quantified using ArcGIS or AutoCAD. The wetland delineation will be conducted to satisfy USACE three-parameter wetland requirements, CCC single-parameter wetland requirements, and delineation of CDFG jurisdictional limits.

SWCA will prepare a formal wetland delineation report in a format acceptable to the involved agencies, including maps, figures, photo documentation, and field data sheets. We will incorporate the latest AutoCAD topographic and project plans as a base map for the wetland delineation report. The wetlands map will be overlaid on these plans and may be used for planning and permitting purposes. The final wetland report will be included within the final NES as an appendix, but will also function as a "stand-alone" document suitable for submittal to regulatory agencies during the permit application process.

## National Historic Preservation Act Section 106 Studies

### Archaeological Survey Report (ASR)

Native American Coordination. Pursuant to 36 CFR Section 800.4(a)(3), preparation of the Archaeological Survey Report (ASR), Historical Resources Evaluation Report (HRER), and Historic Properties Survey Report (HPSR) will include coordination with up to 20 local Native American individuals and groups who may have knowledge of, or concerns about, Native American resources in the area. SWCA will initiate this task on Caltrans' behalf by contacting the Native American Heritage Commission (NAHC) to request a Sacred Lands File search and to request a list of Native American contacts. Upon receipt of the Sacred Lands File search, SWCA will prepare and mail letters to each of the NAHC-listed contacts, requesting information, in writing, concerning any Native American religious or

# Scope of Work



cultural resources within or immediately adjacent to the project area. Up to two (2) telephone calls will be made to each of the Native American groups on the NAHC list to document "good-faith" efforts at follow-up.

Archaeological Survey of Area of Direct Impacts. SWCA will conduct an intensive-level archaeological survey of the area of direct impacts. For the purposes of this proposal and cost estimate, SWCA assumes that no archaeological resources will be identified within the Area of Direct Impact (ADI). Any previously unrecorded or newly recorded archaeological resources identified during the records search or survey would require a change order for formal recordation, including preparing or updating California Department of Parks and Recreation (DPR) Series 523 forms. No testing or excavation will be conducted, nor will any artifacts, samples, or specimens be collected during the survey. SWCA assumes the client will provide full right-of-entry and safe access to the project area and that no special safety training is required. In addition, SWCA assumes that the archaeological survey and recordation will not require more than one (1) field day.

Archaeological Survey Report. Upon approval of the APE map, completion of the records search, and archaeological survey, SWCA will prepare an ASR according to Caltrans' current guidance as specified in the SER. The ASR will document the results of the records search and field survey. The report will include maps depicting the area surveyed for cultural resources. Locations of sensitive archaeological sites or Native American cultural resources may be depicted or described in the report and will be considered confidential; therefore, the report may not be distributed to the public. In order to protect these sensitive resources, the confidential technical report shall be made available only to qualified cultural resources personnel, the County, Caltrans, and project management personnel on a "need to know" basis.

## Historical Resources Evaluation Report (HRER)

Local Governments/Local Historic Group Coordination. Pursuant to 36 CFR Section 800.4(a)(3), preparation of the HRER will include coordination with up to five individuals and organizations who may have knowledge of, or concerns with, historic properties in the area. Coordination will include inquiries to local governments, and local historic groups regarding their knowledge of historic properties in the immediate vicinity of the APE. Up to two (2) telephone calls will be made to each of the groups to document "good-faith" efforts of follow-up.

Built Environment Survey, Archival Research & Department of Parks & Recreation Forms. A qualified SWCA Architectural Historian will direct an intensive-level survey of the indirect APE. For the purposes of this proposal and cost estimate, SWCA assumes that the indirect APE will extend approximately one parcel away from any ground disturbances or right-of-way acquisitions. The Goleta Beach Park Bridge (#51C-0158) is more than 50 years of age and was previously evaluated as "not eligible" under National Register criteria according to the Caltrans Historic Bridge Inventory: Historical Significance-Local Agency Bridges. The bridge has not been evaluated for historical significance under CEQA. SWCA will evaluate the bridge using California Register criteria and reevaluate the bridge using National Register criteria. SWCA assumes that archival research will need to be conducted and the bridge will need to be recorded on DPR forms in order to comply with Caltrans guidance. SWCA assumes that the architectural survey and archival research will not require more than two (2) field days. The forms will constitute a portion of the HRER. SWCA assumes that no additional resources beyond the bridge described above that are more than 50 years of age that would require recordation on DPR forms will be present. Should additional resources that are older than 50 years be identified within the indirect APE, SWCA would request a change order to conduct the additional work.

Historical Resources Evaluation Report. Upon completion of the draft APE, coordination with local historical groups, and the built environment survey and archival research, SWCA will prepare a HRER. The HRER will be prepared according to Caltrans' current guidance as specified in the SER.

## Historic Property Survey Report (HPSR)

Upon completion of the ASR and HRER, SWCA will prepare a short-format Caltrans HPSR according to Caltrans current guidance as specified in the SER. The HPSR is the overarching document that summarizes the results of the cultural resources investigation; it will include a project description, a description of the APE, details of coordination with Native American groups/individuals as well as and local government and historic groups, a summary of identification efforts, information regarding any properties identified within the APE, a list of attached documentation, and the findings of the study.

If a cultural resources effects analysis becomes necessary, SWCA can prepare the analysis and consultation with SHPO and interested parties under a separate contract and budget. A cultural resources effects analysis is not included in this scope of work and budget.

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## Technical Plans

Conceptual Habitat Mitigation & Monitoring Plan: Permitting regulatory agencies will require the submittal of a revegetation/restoration plan that outlines the compensatory mitigation strategy to offset impacts to jurisdictional wetlands/waters. SWCA will prepare a Conceptual Habitat Mitigation and Monitoring Plan (CHMMP) as an appendix to the Caltrans NES. The CHMMP will propose a suggested mitigation ratio and outline the methods to restore and monitor the impacted jurisdictional areas, including establishing quantifiable success criteria goals. Generally, a CHMMP consists of a three year restoration maintenance program and a five year monitoring program. The combined programs amount to five years of restoration work and monitoring following construction activities within the Goleta Slough. Once the CHMMP is approved by Caltrans, SWCA will revise (if necessary) and produce a final HMMP suitable for submittal with the permit application packages during Phase 2.

The CHMMP would identify impacts to native vegetation and include a Replanting Plan. It is assumed that the CHMMP will allow for on-site mitigation in or near the project site without the need for significant additional field work. If a CHMMP must be prepared for an off-site location, additional field work, mapping, and data collection may be required, and this must be prepared under an amended scope of work.

### Task 3.3 – Prepare Draft Administrative IS/MND

SWCA will submit an Administrative Draft IS/MND and Mitigation and Monitoring Plan (MMP) for review by the County and Caltrans/FHWA. Following review and prior to public circulation, SWCA will submit a Draft IS/MND and MMP for final review and comment. This version will be submitted with the County and Caltrans' comments attached. Following receipt of final comments from the County and Caltrans/FHWA, SWCA will complete necessary revisions and submit the IS/MND, MMP, Notice of Completion (NOC), and public notice for County, Caltrans, and FHWA approval. SWCA will submit the NOC and fifteen copies of the IS/MND and MMP to the State Clearinghouse, and will provide the final public notice to the County for publication.

### Task 3.4 – Prepare Public Draft IS/MND

Based on the comments received on the administrative Draft IS/MND, SWCA will prepare a copy of a "screen check" Draft IS/MND for the County's final review. This document will represent a 100% complete document submitted to the County staff for one final review and sign-off. SWCA will meet with the County to discuss any final revisions, and then prepare 50 copies of a public Draft IS/MND, and one digital version in pdf format. If requested, SWCA will prepare the Notice of Availability for the Draft IS/MND and coordinate publication in the local newspaper. They can also develop a mailing list and distribute the document on behalf of the County. The Draft IS/MND will be issued for a 30-day review period.

### Task 3.5 – Review Responses to Comments and Meet with County

Upon receipt of comments on the Draft IS/MND, SWCA will assign each comment letter an alphabetic symbol and each comment will be individually numbered. SWCA will identify substantive comments and prepare a summary of these comments for discussion with the County. At that meeting, SWCA will discuss the recommended approach and level of effort required to respond to the comment. For budgeting purposes, SWCA assumes no more than 150 individual comments will be received, and that the responses will not require additional analyses, only clarification and elaboration of previously conducted analyses.

### Task 3.6 – Prepare Administrative Final IS/MND

After meeting with the County staff to review the comments, SWCA will prepare five copies of an administrative Final IS/MND that will include the entire Draft IS/MND, modified as necessary to respond to comments, and comment letters and accompanying responses (keyed to the comment letter and specific comment). As noted above, it is assumed that Caltrans will review the document, and that the County will coordinate their involvement.

#### Products:

- Area of Potential Effects Map (APE)
- Prepare Project Description & Purpose & Need
- Technical Studies
  - Historical Properties Survey Report (HPSR)
  - Natural Environment Study
  - Waters of the United States Delineation
  - Water Quality Study
  - Noise Study
  - Air Quality Report
  - Biological Assessment (BA)
  - Resources Evaluation Report (HRER)
  - Archaeological/Historical Property Survey Report (ASR/HPSR)
  - Initial Site Assessment
  - Conceptual Habitat Mitigation & Monitoring Plan (CHMMP)
- Administrative Draft IS/MND (5 copies)
- Public Draft IS/MND (50 copies)
- Administrative IS/MND (5 copies)
- Public Final IS/MND (30 copies)
- NEPA CE (Caltrans)

# Scope of Work



Based on the comments received on the administrative Final IS/MND, SWCA will prepare a screen check copy of the Final IS/MND for the County to review. SWCA will meet with the County to discuss any final revisions.

## Task 3.7 – Prepare Public Final IS/MND & Mitigation Monitoring Plan

At the end of the 30-day public review period, SWCA will prepare written responses to comments received on the Draft IS/MND and MMP and submit them for County and Caltrans review. The Final IS/MND and MMP will include pertinent correspondence, responses to comments, exhibits, and appended technical studies. SWCA shall prepare a draft Notice of Determination (NOD) for the County's use in submitting to the County Clerk and State Clearinghouse following adoption of the MND.

## Task 3.8 - Participate in Public Hearings

SWCA and all Team members will attend the Planning Commission hearing on the adoption of the Final IS/MND and approval of the project. SWCA will also make any necessary presentations to support the hearing.

## Task 3.9 – NEPA CE Document

From previous conversations SWCA has had with Caltrans environmental staff, Caltrans will prepare the CE for this project at the appropriate time upon receiving environmental technical studies from SWCA.

## TASK 4 – Hydraulic Studies

### TASK 4.1 – Preliminary Hydraulic Analysis

Avila and Associates Consulting Engineers, Inc. (Avila and Associates) will prepare a short Technical Memorandum summarizing existing condition for the hydraulics for the replacement of the Goleta Slough Bridge.

#### Data Gathering

Avila and Associates will obtain relevant project information including but not limited to the following:

1. Caltrans and County of Santa Barbara information on the existing bridge such as supplemental bridge maintenance reports.
2. Historic hydraulic reports for bridge analysis from County of Santa Barbara (if available).
3. County of Santa Barbara floodplain mapping and backup HEC-RAS files.

Assumptions: 1) Reports are public information and readily available, 2) Bridge maintenance records are readily available for use by Avila and Associates.

#### Existing Bridge Hydraulic Summary

Hydraulic parameters (water surface elevations and velocity) will be obtained from the Army Corps of Engineers HEC-RAS (Hydraulic Engineering Center River Analysis System) model based on: 1) The HEC model presumably available from the County,

#### Obtain and Examine the Existing HEC Model

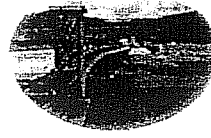
Obtain the existing HEC-RAS model from FEMA (through Michael Baker Jr.) and validate with resurvey of two river cross sections. This will be the existing conditions model.

Avila and Associates will research bridge maintenance records for existing bridges upstream and downstream of the proposed bridge to determine if any maintenance challenges have occurred such as debris getting caught on the bridge piers. This helps to determine the necessary freeboard, span lengths and the type of bridge pier that will minimize debris capture and therefore future maintenance.

Assumptions: It is assumed that there is an electronic version of the existing HEC model of the river available from FEMA. If any of the following conditions occur, a separate task order would be required:

- If only paper copies of the HEC-RAS files are available.
- If the models supplied by County of Santa Barbara include outdated or invalid topography. The topography will be checked using the information gained from the surveyed river cross sections described in the Hydraulic Model section above.
- If a CHECK-2 or CHECK-RAS programs show significant errors in the FEMA models.
- If a conditional letter of map revision (CLOMR) is required by the local agency due to a change in water surface elevation caused by the proposed bridge.

# Scope of Work



Prepare Short Technical Memorandum summarizing the hydrology and existing hydraulics

Prepare a short (1-2 page) Technical Memorandum summarizing the existing hydrology and hydraulics at the bridge including water surface elevation and velocity.

## TASK 4.2 - Location Hydraulic Study & Design Hydraulic Study Report

If a bridge alternative is selected, Avila and Associates Consulting Engineers, Inc. (Avila and Associates) will prepare the Hydraulics Report for the replacement of the Goleta Slough Bridge. The hydraulic report will follow the Caltrans Final Hydraulic Report Format and be prepared in accordance with the Caltrans Local Assistance Program Guidelines.

### Field Review and Hydrology

Avila and Associates will field review the proposed bridge reach with the consultant team and County of Santa Barbara.

The Local Assistance Program Manual mandates that at least two methods can be used to estimate discharge. Discharges from FEMA will be examined to determine if they are reasonable. Another method will also be utilized as outlined in the LAPM. For example, a basin transfer using Atascadero Creek which has a very long record (more the 60-years) and is likely similar to Goleta Slough is a likely method. Peak discharges for the design event, 50- and 100-year flood events will be estimated.

Assumptions: 1) Access to the bridge is readily available and 2) FEMA design and base flood discharges are reasonable. If discharges are found to be unreasonable, a separate task order would be required to complete the hydrology.

### Bridge Hydraulic Analysis

Hydraulic parameters (water surface elevations and velocity) will be obtained from the Army Corps of Engineers HEC-RAS (Hydraulic Engineering Center River Analysis System) model based on: 1) The HEC model obtained in task 4.1.2 above, 2) two channel cross sections by the consultant to validate and supplement topography in the model, 3) and a reconnaissance level field investigation by Avila and Associates.

Avila and Associates will complete a survey request outlining the location and extent of cross section data necessary to supplement and validate the survey data from the available HEC-RAS hydraulic model. It is expected that two sections would be required.

### Calibration

Calibration data will be researched to determine if any high-water elevations were recorded for the flood of record. If calibration data can be found, it will be used to calibrate the HEC-RAS model by running the HEC-RAS model and adjusting the model parameters until the discharge associated with the high-water marks can be replicated with the model. Variable discharges will be input into HEC-RAS to determine the discharge that provides a water surface elevation of matching the calibration data. Calibration data was used to validate the hydraulic model for the bridge.

### The Hydraulic Model – HEC-RAS Analysis

The river reach will be described. Manning's "n" values for the channel and overbank will be estimated from field investigation and engineering judgment.

### Proposed Bridge Model

The HEC-RAS model from Task 4.1.2 will be re-run for various design discharges for the proposed bridge. Up to 4 alternative bridge configurations will be modeled to determine the impact to the water surface elevation and velocity. The model will also incorporate any encroachment from bridge approach fills.

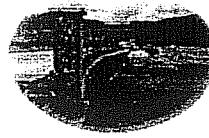
The hydraulic variables (water surface elevation, velocity etc.) will be determined for the design discharge, 50- and 100-year discharges estimated above. Results from the Hydraulic analysis will be provided in both tabular as well as graphical output formats for the Consultant.

### Hydraulic Criteria

Chapter 800 of the Caltrans Highway Design Manual (HDM) delineates the hydraulic design criteria for bridges. The basic rule for hydraulic design is that bridges should be designed to pass the Q50 with sufficient freeboard and convey the Q100 without freeboard, exceptions may be granted if sufficient evidence is provided. The HDM notes that 2 feet of freeboard is often assumed for preliminary bridge designs but leaves the recommendation for freeboard to the judgment of the hydraulic engineer based primarily upon the debris anticipated at the bridge.



# Scope of Work



Santa Barbara County, however, has a more stringent freeboard requirement than Caltrans which is "...new construction, substantial improvement on other proposed new development shall have the lowest floor, including basement elevated two (2) feet above the Base Flood Elevation (BFE), unless such minimum elevation is lowered by the Floodplain Administrator at his discretion..." (Santa Barbara County Floodplain Management Ordinance 3898 Section 15 A-16 3a).

## Scour & Bank Protection Analysis

Review maintenance records for the existing and adjacent bridges over Goleta Slough to determine if the stream has aggraded or degraded over time. Contraction and abutment scour will be estimated using the methods described in the Federal Highway Administration (FHWA) Publication HEC-18, *Evaluating Scour at Bridges*.

Up to three alternative pier configurations will be examined. The Colorado State University Equation (CSU) will be used for estimating local pier scour as recommended in the Federal Highway Administration (FHWA) Publication HEC-18, *Evaluating Scour at Bridges*.

Calculations will be completed to determine the need for bank protection. If bank protection is required, parameters will be provided according to the Bank and Shore Protection Manual using a layered Caltrans Design.

Assumptions: 1) Degradation estimates will be straight line extrapolation using best available data if no numeric sediment transport models are available. If hydraulic calculations show that bank protection is necessary, it is assumed that rock slope protection will be utilized as the bank protection, if alternative bank protection is requested, a separate task order will be necessary. 2) Final bank protection plans and specifications by QEI.

## Prepare Draft Report

Prepare Draft technical hydrology, hydraulics and scour. A draft outline of the report includes:

- Table of Contents, List of Tables, List of Figures
- Executive Summary
- Bridge History
- Basin and Drainage
- HEC-RAS Hydraulic Analysis
- Scour Analysis
- Bank Protection Design Parameters
- References
- Appendices

Assumptions: One review of draft final report by the consultant and County of Santa Barbara.

## Prepare Final Report

Prepare Final hydrology, hydraulics and scour report incorporating the comments from the Draft Report.

## Location Hydraulic Study

Using the HEC-RAS output data, complete a Location Hydraulic Study (Floodplain Evaluation Report) in accordance with 23 CFR 650.113. This report is generally included in the environmental document for the bridge.

Assumptions: Avila and Associates will complete items 3, 4, 5, 7 and 9 of the Floodplain Evaluation Report. It is assumed that the bridge will not cause a significant encroachment into the floodplain or a change in the water surface elevation; if a significant encroachment into the floodplain or change in water surface elevation is found, a separate task order will be necessary. Survey information for adjacent buildings is provided to determine the potential impact of the bridge replacement on the adjacent insurable structures. No Conditional Letter of Map Revision (CLOMR) will be required; if a CLOMR is required, a separate task order will be necessary.

### Products:

- Draft Design Hydraulic Study Report (pdf)
- Final Design Hydraulic Study Report (3 copies/submitted after verification of bridge & alignment alternatives)



# Scope of Work



## TASK 5 - Provide Photo Simulation of Project Alternatives

The HLA Group will provide photo realistic renderings of two (2) alternative beach park access points. From vantage points requested by the client, we will prepare images based on the preliminary concepts and in the locations chosen by the project engineer. Images will be prepared using a combination of AutoCad, Sketch-up and Adobe Photoshop. Images will be provided in a digital, color format and in multiple resolutions if needed.

### Products:

- Two Design Alternatives Photo Renderings (color prints & digital copy)

## Task 6 - Geometric Approval Plan Drawings

Plans prepared as part of this task will be used to develop the *Project Report* and construction cost estimates, which will serve as the basis of final design. This report will document all options and alternatives evaluated (both roadway and bridge) and will define the alignment (and bridge) that will be developed during final design (Phase II). The team will develop a design criteria memorandum and submit to the County for approval prior to the start of conceptual alternative development. Work on Task 6.2 will not be performed by the team until written authorization is received by the County.

### Task 6.1 - Preliminary Roadway Plans & Estimate (Bridge Replacement)

The Team will develop a roadway conceptual alignment alternative for a bridge replacement alternative. At the direction of the County and after review of conceptual alignment alternatives, the geometric plans will be developed to the 35% design level. Evaluation of other issues affecting the final design, such as permanent and temporary right-of-way requirements, construction staging, detours, temporary access areas, known utility relocation and accommodation, and roadway drainage elements will be included. An "Engineers Opinion of Probable Construction Cost" will be prepared for this alternative, as directed by the County, and will be included in the *Project Report*.

### Products:

- Preliminary Roadway Plan & Profile Sheets (GAD)
- Preliminary Roadway Cost Estimate
- Design Criteria Memorandum
- Traffic Operations Report

Associated Transportation Engineers will develop a Traffic Operations Report for the project. This scope is based on performing an analysis of the bridge replacement alternative. The traffic analysis will consist of the following:

- Collect A.M. and P.M. peak hour turning movement counts at the Sandspit Road/Goleta Beach Park intersection.
- Obtain daily (ADT) traffic counts for Sandspit Road and Goleta Beach Park road segments adjacent to the proposed project.
- Obtain accident data for the intersection. Accident data will be requested from the County.
- Prepare existing conditions analysis, including traffic volume data, levels of service based upon Highway Capacity Manual, accident data, etcetera.
- Based on information in the Santa Barbara County's General Plan and City of Goleta General Plan, develop traffic forecasts for the Opening Day and 20-Year horizon periods. ATE will use data from the SBCAG model and the City of Goleta Traffic Model in developing the traffic forecasts.
- Calculate Opening Day and 20-Year levels of service for the proposed project. The cost estimate assumes analyses of 3 alternatives (the No Build Alternative, the proposed project and one other alternative).
- Prepare Draft & Final Traffic Report.

### Task 6.2 - Preliminary Roadway Plans & Estimate (Alternative Access)

If directed by the County, the Team will develop an "alternative access" roadway conceptual alignment alternative that would provide access to Goleta Beach Park directly from State Route 217. The team will submit this alternative to the County for review and comment. If the County believes that the alternative has merit to be developed further, QEI will coordinate reviews through Caltrans District 5 as needed to obtain geometric approval of the alternative. The team will submit a conceptual plan to Caltrans for review and comment. The team will address comments and incorporate them into the 30% plan. The 30% plans will be submitted to Caltrans as part of the *Project Report*. The team will address comments and incorporate any changes into the Final *Project Report* submittal. Evaluation of other issues affecting the final design, such as permanent and temporary right-of-way requirements, construction staging, detours, temporary access areas, known utility relocation and accommodation, and roadway drainage elements will be included. An "Engineers Opinion of Probable Construction Cost" will be prepared for this alternative, as directed by the County, and will be included in the *Project Report*. This scope assumes a total of 3 submittals to Caltrans:

# Scope of Work



conceptual plans, Draft 30% plans as part of Draft Project Report, and Final 30% plans in the Final Project Report. This scope does not include preparation of a roundabout report of conceptual approval.

Associated Transportation Engineers will develop a Traffic Operations Report for the project. This scope is based on performing an analysis of the bridge replacement alternative. The traffic analysis will consist of the following:

- Collect A.M. and P.M. peak hour turning movement counts at State Route 217.
- Obtain daily (ADT) traffic counts for Sandspit Road and Goleta Beach Park road segments adjacent to the proposed project.
- Obtain accident data for the intersection and on State Route 217. Accident data will be requested from the County.
- Prepare existing conditions analysis, including traffic volume data, levels of service based upon Highway Capacity Manual, accident data, etcetera.
- Based on information in the Santa Barbara County's General Plan and City of Goleta General Plan, develop traffic forecasts for the Opening Day and 20-Year horizon periods. ATE will use data from the SBCAG model and the City of Goleta Traffic Model in developing the traffic forecasts.
- Calculate Opening Day and 20-Year levels of service for the proposed project. The cost estimate assumes analysis of 1 proposed alternative (the No Build Alternative-existing conditions analysis).
- Prepare Draft & Final Traffic Report.

## TASK 7 - Project Report

This scope assumes that if an alternative access direct connection from State Route 217 is developed, Caltrans coordination for the Project Report will consist of submitting a Draft and Final Report. Comments received from the draft report circulation will be addressed and changes incorporated into the final report. Additional reviews are not included in this scope, if Caltrans requires additional reviews and/or submittals the team will perform them on a time and materials basis.

### Task 7.1 - Draft Project Report

Upon approval of the Geometric Approval Drawings (Task 6) and bridge advanced planning studies (Task 9), the plans and other information developed as part of this task will be combined to form the Project Report, which will serve as the basis of final design. This report will include the following items:

- Project Description
- Design and Construction Data
- Draft Geotechnical Report (Task 9.1)
- Construction Cost Estimates
- Draft Design Hydraulic Study Report (Task 4)
- Project Design Schedule

This report will document all options and alternatives evaluated (both roadway and bridge) and will define the alignment (and bridge) that will be developed during final design. This report could be used by the team for final design should the County elect to proceed with Phase II.

### Task 7.2 - Final Project Report

After review and comments by the County, the *Draft Project Report* will be revised and resubmitted as the *Final Project Report*.

## TASK 8 – Public Outreach

The County will take the lead in coordinating the public outreach for the project. The QEI Team will provide displays and attend up to one public meeting as directed by the County. It is anticipated that the community outreach meetings will occur immediately after preliminary alternatives have been prepared, just prior to the release of the draft environmental document for public review. Kittleson and Associates will participate in the public meeting and prepare a power point presentation regarding roundabout operations and benefits. QEI will provide Kittleson exhibits as needed for the presentation.

The County will confirm and obtain public meeting facilities. The County will confirm availability of the site and make the necessary arrangements to hold the public meeting. The County will confirm whether there is adequate furniture (table, chairs), and to provide for or arrange to obtain additional when necessary. The County will

# Scope of Work



determine the need for sufficient meeting tools; easels, flip charts, writing instruments, visual aids, preference survey materials and/or interpretive posters, and provide where necessary.

The County will develop a mailer list associated with this project or project area; store and update the list; add, delete or modify the information therein based on input generated from this project.

The County will prepare and distribute public notices and associated information. Disseminate announcements through appropriate channels, which may include radio, newspaper, and/or local written publications. Public notices will be used primarily to announce public meetings, but also to update residents on findings, important dates, and associated opportunities.

At the County's discretion a project specific home page could be created that would reside on the County's website and be administered by County personnel.

The QEI project manager and project engineer will attend up to one (1) public meeting in the project site area, communicate with project team members to assure that meeting materials are prepared (assumed to be limited to project alternatives mounted on boards, and handouts in 11x17 format), record minutes, distribute minutes amongst the Consultant Team and County, revise and distribute final meeting minutes to the County.

## TASK 9 –Structures Advance Planning Studies & Estimate

### Task 9.1 - Preliminary Geotechnical Recommendations

Fugro will initiate the project by consulting with the design team, reviewing the alternatives that will be evaluated for the project, and reviewing our approach to providing geotechnical services. Fugro will request that any updated maps, plans, or pertinent information available for the site be provided to us.

Fugro will visit the site to observe the conditions along the existing roadway, bridge structures, and stream channel. The types of information that we expect to observe are the surficial geology of the site; evidence of scour, instability and erosion of stream banks, and general condition and evidence of settlement or foundation support issues with the existing bridge.

Fugro will also review selected published geologic maps and reports relative to characterizing the geology in the site vicinity, and previous geotechnical information for the existing facility provided by the County, and our foundation analysis performed for the 2008 repairs to the bridge. This task will include reviewing as-built Log of Test Borings sheets and Foundation Plans for the existing structures.

Based on our data review and site visit, we will prepare a Preliminary Foundation Report for the project. A draft of the letter will be submitted in Adobe portable document file (pdf) format for review by the County and design team. The report will be prepared in letter format, and provide our preliminary opinions and recommendations regarding:

- Geologic setting and fault conditions;
- Soil and groundwater conditions based on review of existing Log of Test Borings sheets;
- Potential for geologic hazards to impact the project (such as, liquefaction and seismic settlement, landslides, fault rupture, ground shaking, subsidence, tsunamis, inundation and flooding);
- Preliminary seismic design criteria for the site;
- Likely cut and fill slope inclinations;
- Likely foundation support and alternatives for the new bridge considering the site geology and review of existing data, and types of foundations that should be evaluated for design;
- Scour and erosion considerations;
- Construction considerations for dewatering, temporary slopes and shoring, adjacent structures, and potential geotechnical impacts to traffic staging; and
- Geotechnical considerations and preferred alternative(s) for the new bridge alignment.

Upon receipt of written comments, Fugro will address the comments and incorporate them into a final letter for the Preliminary Foundation Report. Four (4) hard copies and one Adobe portable document file (pdf) copy of the final letter will be submitted, unless otherwise requested.

#### **Products:**

- Final Advance Planning Studies
- Draft Preliminary Foundation Report
- Final Preliminary Foundation Report



# Scope of Work



## Task 9.2 - Bridge Advanced Planning Studies

During this task Quincy Engineering will examine a number of possible bridge type alternatives. Possible candidates for this site include CIP reinforced concrete slab, CIP pre-stressed concrete slab, and PC prestressed concrete Bulb-Tee girder bridge types. After a preliminary evaluation and discussion with the County, general plans will be prepared for up to three bridge types.

The planning studies will include:

- Up to three feasible alternative bridge types, span arrangements, and construction methods.
- General Plan drawings defining each alternative, including plan, elevation, and section views as required, to illustrate each of the proposed alternatives.
- A description of the advantages and disadvantages of each alternative to allow the County to judge each alternative on its own merits.
- Our Team's recommendation of the alternative that is most appropriate for the site.

The Quincy Team will attend a Type Selection Meeting at the County where the advanced planning studies will be presented and discussed with the County. This meeting could serve as one of the PDT meetings where the GAD drawing could also be discussed and a preferred alternative could be established and refined to present in the Project Report.

## Task 9.3 - General Plan Estimates

Quincy Engineering will prepare an "Engineer's Opinion of Probable Construction Cost" for each alternative. The costs will include appropriate contingency factors for this level of design.



## EXHIBIT B

### PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

GOLETA BEACH PARK BRIDGE 51C-0158 REPLACEMENT

COUNTY OF SANTA BARBARA AGREEMENT WITH QUINCY ENGINEERING, INC.

DESIGN AND ENVIRONMENTAL SERVICES AS DESCRIBED IN THE FOLLOWING PAGES OF THIS  
EXHIBIT

ATTACHMENT B-1      SCHEDULE OF FEES  
ATTACHMENT B-2      PHASE I BUDGET

A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ FOUR HUNDRED, SIX THOUSAND AND THREE HUNDRED dollars (\$406,300.00)

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. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees) and in **Attachment B2** (Phase I Budget). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.

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 and within the cost basis of **Attachment B1** 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.

Project Name: Santa Barbara County - Goleta Beach Park Bridge Replacement

**Phase 1 Budget**

County Project Number: 862319

Date: 3/3/2011

**Direct Labor:**

**Phase 1**

Overhead (1.664):

Subtotal:

\$63,904.60	\$106,337.25	\$170,241.85
\$106,337.25		
\$170,241.85		

**Subconsultant Costs:**

(1). SWCA:

(2). Furgo West:

(3). Avila & Associates:

(4). ATE:

(5). RCG (Phase II Only):

(6). Kittleson:

(7). HLA:

Subconsultant Subtotal:

\$145,316.00		
\$7,700.00		
\$19,590.00	5.66%	
\$19,510.00		
\$0.00		
\$10,600.00	12500	
\$10,860.00		
\$213,576.00		

**Other Direct Costs:**

Travel (5 round trips)

5010 @ \$0.515 per mi.

Phone/Fax

Delivery

Printing: Blue Line

Vellum - 33 sheets

8 1/2 X 11

11 X 17

\$2,580.65
\$0.00
\$250.00
\$0.00
\$0.00
\$0.00
\$0.00

Misc.

(1). Short-Term Per Diem(4 meetings 2 people \$140 ea):

(2). Public Meeting Displays:

(3). :

Direct Cost Subtotal:

\$1,120.00
\$1,500.00
\$5,450.65

A =

Fixed Fee (10.0%):

B+C =

\$170,241.85
\$17,024.19
\$219,026.65

**TOTAL =**

**\$406,292.69**

Say **\$406,300.00**

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 166.4% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost.

## 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.

