AGREEMENT FOR PROFESSIONAL SERVICES

US 101/BETTERAVIA ROAD INTERCHANGE PROJECT STUDY REPORT

This Agreement is made on August 15, 2023, by and between Wallace Group, a California Corporation ("Consultant"), and the City of Santa Maria, a California Municipal Corporation and charter city ("City"), in Santa Maria, California, based on the following recitals:

WHEREAS, City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, City has determined the Project involves the performance of construction services of a temporary nature; and

WHEREAS, City does not have available employees to perform the services for the Project; and

WHEREAS, City has requested the Consultant to provide manpower to complete the Project; and

WHEREAS, Consultant is registered or licensed in California to perform construction services for the Project.

NOW, THEREFORE, IT IS AGREED:

1. **Recitals true.** The above recitals are true.
2. **General.**

2.01. Term and Termination. The term of this contract is four hundred and fifty (450) days, beginning on the date first written above. This contract may be extended by mutual consent of the parties. This contract may be terminated for breach of its terms or conditions, or because of discovery of any act which violates local, state, or federal law. Termination is effective 14 days after deposit of notice as specified in this Agreement.

2.02. Services to be Performed. Consultant shall determine the method, details, and means of providing engineering studies and design services. More specifically, Consultant agrees to perform the specific services listed in Exhibit "A."

2.03. City's Duties. City's duties under this Agreement are to cooperate with Consultant in the performance of the contract and timely pay invoices.

2.04. Payment. Payment terms under this Agreement are listed in Exhibit "B."

2.05. Insurance. Consultant shall provide insurance as listed in Exhibit "C."

2.06. Exhibits. Exhibits "A," "B," and "C" are attached and incorporated.

3. **Consultant's Obligations.**

3.01. Minimum Amount of Service. Consultant shall devote sufficient time to perform services under this agreement efficiently and effectively. Consultant may represent, perform services for, and be employed by additional individuals or entities, in Consultant's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with City's business.

3.02. Tools and Equipment. Except as otherwise stated in this Agreement, Consultant will supply all tools and equipment necessary to perform this Agreement.

3.03. Status. Consultant (including its employees) is an independent consultant. No employer/employee relationship exists between Consultant and the City. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of the City. The City is not required to make any deductions or withholdings from the compensation payable to Consultant under this agreement. Consultant (as a business entity, including its employees) is a "design professional" as defined by California Civil Code section 2782.8(c)(3).

3.04. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend (with independent counsel approved by the City) and hold harmless the City, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Consultant (including its employees). The provisions of this paragraph survive completion of the services or the termination of this contract. The provisions of this Section are not limited by the provisions of the Section relating to insurance.

4. Miscellaneous

4.01. Notices. All communication relating to the day-to-day activities of this Agreement shall be exchanged between a designated representative of the CITY and a representative of CONSULTANT, listed below. All notices shall be addressed as follows unless a written change is filed with the City:

To City:	To Consultant:
Attn.: David Beas	Attn.: Jorge Aguilar
Public Works/Engineering	Wallace Group
110 S. Pine Street, Suite 221	612 Clarion Court
Santa Maria, CA 93454	San Luis Obispo, CA 93401

If the designated Representative or address of either party changes during the term of this agreement, a written notice shall be given to the other party prior to the effective date of change. Any written notices required under this agreement shall be effective five (5) days after deposit into United States mail, postage prepaid, addressed to the designated Representative, or upon confirmation of receipt of delivery if another notification process is used.

4.02. Compliance With Laws, etc. Consultant shall comply with all laws, including but not limited to the rules and policies of the City, in performing this agreement.

4.03. Integration. This agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties.

4.04. Interpretation. This agreement shall be interpreted in accordance with the laws of the State of California.

4.05. Jurisdiction. Jurisdiction and venue of all disputes over the terms of this agreement shall be in the County of Northern Santa Barbara, State of California.

4.06. Warranty of authority. Each person signing this agreement on behalf of a party warrants that he or she has authority to do so.

4.07. No Waiver. Failure to enforce with respect to a default shall not be construed as a waiver.

4.08. Severability. The provisions of this agreement are severable. If any part of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

4.09. Submittals. In addition to any other submittals required by this agreement, Consultant shall submit copies of its current business license and current certificate of workers' compensation coverage to the City before beginning work on this project.

4.10. Prevailing Wage. Prevailing Wage. If applicable, Consultant and all Subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code. The Director's determination is on file and open to inspection at www.dir.ca.gov and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

IN WITNESS WHEREOF, this agreement is executed by the parties on the date first written above.

CONSULTANT

_____
By:

CITY OF SANTA MARIA, a political subdivision of the State of California

_____
By: **JASON STILWELL**
City Manager

ATTEST:

_____
Rhonda M. White, CMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

_____
City Attorney

_____
Risk Manager

EXHIBIT "A"

SERVICES TO BE PERFORMED

Task 1: Project Management And Quality Assurance

This task is focused on team management and coordination of internal and external team member functions. Our Project Understanding and Approach is an integral part of our scope of work and as such, the conditions stated therein are hereby incorporated into this scope. The Wallace Group team has been working closely with City, Caltrans and SBCAG staff on the US101/Betteravia interchange through the development of the interim solution and the approval of the cooperative agreement and project charter.
Primary components of this task will include:

Task 1.1 Project Management

Project management includes administration of contractual and financial functions, maintenance of schedule, internal team/external client invoicing, bud- get monitoring, and status reporting. These elements will be monitored and/or provided for the project on a monthly basis. This task will include applying for a Caltrans encroachment permit for surveying within US101 and requesting that the City prepare and pro- vide private property Rights-of-Entry needed for survey, geotechnical, environmental study, and the design team's review of the site. This task assumes the project will have up to a maximum of a 24-month duration.

Task 1.2 Quality Assurance and Control

Quality Assurance and Control for our internal products will be accomplished with this subtask, each team member firm will be responsible for individual product reviews with Wallace Group having a consistency review role for the overall efforts. Quality Assurance will be performed on the deliverables produced and will include the production of the "Design Checklist" per Caltrans Design Information Bulletin (DIB) 78 requirements for the PSR-PDS. Our team includes senior and experienced staff members to take an objective review at the approach, assumptions, geometric layout, and calculations of deliverables prior to submittal. The reviews will be tracked and recorded in the Project's Quality Management Plan.

Task 1 Deliverables:

- Status reports and invoicing
- Schedule and updates
- Quality Management Plan

Task 2: PDT and Team Meetings

This task is primarily focused on initiating and continuing the coordination process with the City, Caltrans District 5, the Santa Barbara County Association of Governments

(SBCAG) representative, and with appropriate stakeholders as determined by the City's Project Manager (PM). It is anticipated that the Cooperative Agreement executed during the Pre-PID phase of the project will not require revisions or additional coordination efforts during the PID phase.

The Project Charter, also completed during the Pre-PID phase, will be reviewed with City staff and recommendations provided for City and Caltrans finalization in conformance with the Caltrans PDPM process. Per typical Project Charter terms, a Core Project Development Team (PDT) leadership group will be established. The effort to review and affirm the Project Charter with the City and Caltrans is estimated as an up to 8-hour effort. The formation of the PDT is assumed to include the Caltrans PM, the City PM, a representative from SBCAG, and the Wallace Group PM with relevant Task Leads participating at specific meetings as appropriate.

PDT meetings will be coordinated between the core PDT members with each having responsibility to further coordinate attendance as appropriate within their respective groups. This effort will include notices and agendas, facilitation of discussions at the meetings, and distribution of meeting notes with appropriate action items. We have anticipated up to seven (7) PDT meetings throughout the PSR-PDS process, which includes a kick-off and 6 subsequent meetings. Meetings are assumed to be either remote/online meetings or held in Wallace Group or Caltrans District 5 offices in San Luis Obispo, except for the kickoff meeting which we assume will be in-person.

In addition to the PDT meetings, we anticipate regular update meetings with the City and informal meetings with Caltrans task leads to discuss project specific project issues which may include the Wallace Group PM and appropriate Task Lead(s). We have included a total of up to twelve (12) additional meetings for coordination. These meetings are assumed to be remote 1-hr meetings.

Task 2 Deliverables:

- Finalized Project Charter and PDT Formation
- Meetings- Seven (7) PDT meetings, Twelve (12) City/Caltrans meetings
- Meeting Agendas and Notes

Task 3: Survey And Right Of Way (ROW)

Task 3.1 Topographic Base Map

The topographic survey base map will be prepared for use by the designers in alternatives analysis. This map will be prepared at an accuracy scale of 1 inch = 40 feet with a vertical contour interval of 1 foot. The horizontal datum will be based on the California Coordinate System of 1983, Zone 5 (CCS83) and the vertical datum will be based on North America Vertical Datum of 1988 (NGVD 88) and constrained to Caltrans Survey Control. Obtaining Rights-of-Entry from private property owners (by the City) will be a first order of work to facilitate early mapping for the area.

Wallace Group survey staff will establish semi-permanent primary and secondary control points for the topographic survey based upon the North America Datum of 1983 and the Caltrans High Accuracy Reference Network (HARN), NAD 83 1991.35 epoch. Prior to the start of field work, Wallace Group surveyors will coordinate with the City and Caltrans as appropriate to determine the available existing and preferred horizontal control basis. We will set additional control points along the public roads within and near the survey limits so that the project's survey control will have a high probability of remaining retraceable throughout the project design and construction process.

A color orthophoto with a 0.25' pixel size of the anticipated survey area will be prepared. The aerial photography will be obtained at a scale suitable for preparing topographic mapping at a scale of 1-inch = 40-feet, with a contour interval of 1 foot. Though flown for the specific scale mentioned, mapping will allow for sheets to be prepared using various scales as necessary. Figure 1 shows the area anticipated to be surveyed.

FIGURE 1 Area to be surveyed for basemapping

Task 3.2 Right of Way (ROW) Mapping

Wallace Group will provide record map research and record mapping of right of way and property lines within the project area. We will coordinate closely with the design team, so our deliverables appropriately represent the location of these lines in a manner sufficient to help estimate the number/area of parcels required for acquisition, and the likely number of easements needed. This record level research is based on the understanding that the level of study is intended to develop a planning level cost estimate for potential right of way needs and to identify additional studies that may be needed during PA&ED.

This subtask includes acquiring pertinent right of way maps from Caltrans, record survey maps from the Santa Barbara.

County Surveyor's Office records and assessor parcel maps. We will review and compile this information into a "best fit" representation of the existing boundary lines. The project area for this effort includes an approximate area as shown shaded red in Figure 1 and those right of way and parcel property lines summarized below:

1. US 101 right of way lines and control lines for the north and south bound lanes within 1,200 feet, north and south of, Betteravia Road.
2. Betteravia Road right of way from 150 feet westerly of South Bradley Road to 350 feet easterly of Nicholson Avenue.
3. South Bradley Road right of way adjoining and within 150 feet of Betteravia Road right of way.
4. Nicholson Road right of way adjoining and within 300 feet of Betteravia Road.
5. Private property line between APN's 128-092-001 and 128-092
6. Private property lines between APN's 128-093-091, 128-093-022, 128-093-023 and 128-093-024

In addition to available records, we will rely on our internal knowledge of record mapping of the project area that has been compiled through many years of local project experience, including the survey mapping completed by Wallace Group in June of 2017. The mapping included topographic and right of way mapping for US 101 southbound offramp and Betteravia Road to 1,000 feet westerly of the off ramp. This existing understanding provides for an efficient approach to completing this scope of services and deliverables.

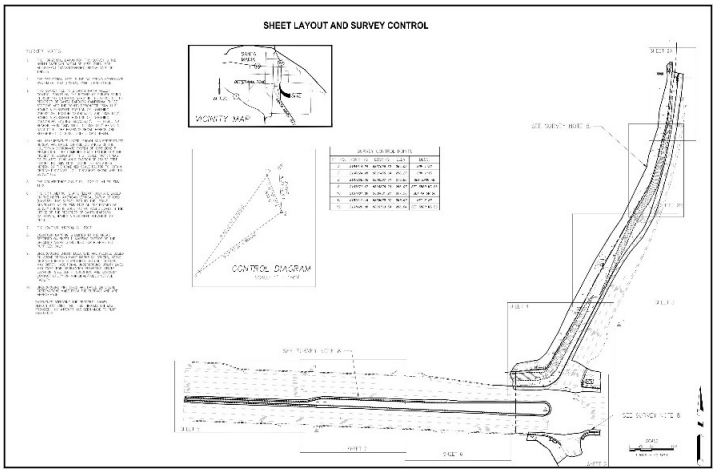

Illustration Of Prior Mapping At Project Site

The mapping will be constrained horizontally to the California Coordinate System of 1983, Zone 5 projection based on record coordinate information shown on Caltransright of way maps and monument maps. County of Santa Barbara record maps will be rotated and adjusted to fit this basis of datum. The location of parcel property lines will

be based on assessor parcel maps and assessor parcel GIS available shape files. We have assumed that the existing lines required are shown on and/or can be determined from County of Santa Barbara record maps. If it is discovered that portions of existing street right of way lines are not shown and/or are not accurately depicted, we will discuss viable solutions with the project team.

This research and approximate re-establishment of right of way lines and parcel property lines will be compiled in a Civil 3d 2021, or newer, base map. We will label street names, right of way widths, adjacent assessor parcel numbers and appropriate research notes that document and memorialize our process. This compilation of line work and information will be shown over publicly available aerial imagery, either the available from the County of Santa Barbara or attained by Wallace Group. If further research is deemed necessary by the owner or Project Manager, preliminary title reports will need to be acquired for the lands adjacent to these right of way lines. For budgeting purposes, this is not included in this scope of services and will be addressed through a contract amendment and fee increase.

Task 3.3 Utility Coordination - 'A' Letters

Wallace Group will utilize a utility database that is kept by 811 Dig Alert to determine the registered utilities within the project limits. Our team will prepare 'A' letters informing the utility companies that there is a project is proposed in the area and requesting utility atlas maps, documentation, any proposed improvements planned, and information and verification of prior rights. The Utility 'A' letters will be prepared and then provided to the City or placed on City letterhead for transmittal. It is assumed that the information will be provided at no charge by the utility companies and if a charge is required it would be a City responsibility. The utility atlas plans and our topographic mapping will serve as a base map for a determination of potential utility conflicts and shown on appropriate plan sheet(s). At this stage in the project development, we are not recommending pot holing utilities.

We will use an electronic tracking system that can be shared with the City indicating when the Utility 'A' letters were sent, who they were sent to, date of follow up, date of response, if they have facilities at the site and any remarks. We will compile a matrix of existing utilities that will include: utility owner and contact information, Utility type/size/material, Correspondence dates and details, and if conflicts are anticipated with the proposed construction.

Task 3 Deliverables:

- Topographic Mapping
- Record Right of Way Mapping
- Utility A Letters

Task 4: Traffic Analysis / Intersection Control Evaluation, Step 1

As part of the Wallace Group team, DKS will be providing the traffic operations analysis and Intersection Control Evaluations (ICE). In coordination with Wallace Group, DKS will utilize currently available data and develop new data to evaluate multiple interchange design alternatives. The following four analysis stages will be performed by DKS:

1. Gather existing traffic data near the study site;
2. Examine the City's Active Transportation Plan, Local Roadway Safety Plan, and Long-Range Transit Plan and other planning documents and utilize the City's new travel demand to develop new forecasts which estimate the future multi- modal travel demand patterns in the study area
3. Develop a Stage 1 ICE study which evaluates the feasibility of several interchange control concepts
4. Develop a Traffic Engineering Performance Assessment (TEPA) which defines the scope of work for future traffic studies

Given the limited scope of work involved in a PSR-PDS, the project study area will be focused on the immediate interchange area plus one service intersection east and west (i.e., Bradley Road to Nicholson Avenue). The interchange currently primarily serves traffic to and from the west side of the freeway, but City growth plans could show a significant amount of housing or other growth to the east which will increase the demand to the currently underutilized movements in the interchange. Local operations are expected to dictate the operational patterns at the interchange so freeway analysis will be limited to a planning level review.

DKS will develop operations models for one (1) hour AM and PM peak periods for the following analysis scenarios:

A. Existing Conditions: Used for model calibration and to establish baseline operating conditions
B. Forecast No Build: Represents 20 years after construction with existing configuration accounting for other approved adjacent projects. Used for comparison with other scenarios
C. Forecast Alternatives: Represents 20 years after construction with up to four (4) primary interchange configurations. Includes other approved adjacent projects.

Opening year analysis will not be conducted. Forecast analysis will be used primarily to determine operations feasibility of alternatives identified through a high-level screening process.

DKS will conduct a review of available traffic studies completed near the Betteravia Road Interchange to determine if there is any existing traffic count data which can be

used for the current study. Special attention will be paid to counts which represent pre-COVID19 pandemic conditions. Any locations where valid counts cannot be found will need new traffic data collection will be evaluated and adjusted if necessary, based on historic data. Given that only four (4) intersections are proposed for analysis (ramp termini + 1), collecting new traffic counts is recommended. These new counts will be compared with the older pre-COVID counts to determine if they are representative or should be factored for greater representativeness. DKS will also use the City's most current travel demand model to inform how to "grow" the count data to reflect future (design year) conditions.

DKS staff has been working closely with the City of Santa Maria on several local traffic studies and has a long history working with Caltrans District 5 Traffic Operations staff. DKS has successfully applied the City's new travel demand model and will review model assumptions and performance including network details, traffic analysis zone structure and land use data, within the US 101 Betteravia Interchange study area to help to identify model adjustments as appropriate for its application.

The objectives of this task are 1) to identify performance deficiencies for both existing and improvement alternatives of infrastructure, operations, and safety; 2) to estimate the operational and safety performance of proposed new infrastructure, if applicable; 3) to estimate the operational and safety performance impacts of proposed improvements to existing infrastructure; and 4) to quantify cost-benefit of the proposed improvement alternatives.

The traffic analysis and TEPA prepared in this scope of work will conform to the current edition of Caltrans's Project Development Procedures Manual (PDPM) Appendix S, Chapter 5, Article 5 Traffic Engineering Performance Assessment.

Task 4.1 Traffic Memorandum of Assumptions

As envisioned in the Cooperative Agreement, one of the first items of work will be to prepare a Traffic Memorandum of Assumptions (MOA) to be agreed upon by the stakeholders and to document the agreement between the City and Caltrans for conducting the traffic analysis. In coordination with Wallace Group, DKS will prepare an MOA to provide to City and Caltrans for approval.

The MOA will describe the approach for the traffic analysis and assumptions, including study limits, data collection, validation, horizon years, model choice and tools for travel forecasting and traffic operations analysis. The recommended study limits along East Betteravia Road would extend from west of South Bradley Road to Nicholson Avenue and from the north freeway ramp terminals of the future McCoy Lane interchange to the south ramp terminals at Stowell Road. The MOA will also identify appropriate model enhancements or post- processing procedures to provide benefits for the traffic analysis.

Task 4.2 Traffic Counts, Existing and Projected Volumes

Intersection Counts

1. US 101 NB/Betteravia Road
2. US 101 SB/Betteravia Road
3. Betteravia Road/Bradley Road
4. Betteravia Road/Nicholson Avenue
5. US 101 NB/Stowell Road(a)
6. US 101 SB/Bradley Road(a)

(a) Counts required for US101 merge/diverge/weaving analysis between interchanges.

DKS will obtain current AM/PM traffic counts for the US 101 segments listed below. The team will contact Caltrans to determine if new traffic counts for the US 101 segments are available. If not, the most recently published traffic counts will be applied.

US 101 Volumes

1. US 101 NB/SB – north of Betteravia Road
2. US101 NB/SB – south of Betteravia Road

DKS will use the City's recently updated travel demand model. Ostensibly, the City's preferred build-out land use envisioned as part of the City's on-going General Plan update will be within the City's travel demand model. This will provide the AM/PM peak hour traffic forecasts to the Wallace Group team. It is our understanding that the land use assumptions for Area 9 could have a tremen- dous effect on the operational performance of the City's roadway network, therefore prior to beginning our work, we will coordinate with the City of Santa Maria to resolve the future year land use assumptions.

Task 4.3 Traffic Engineering Performance Assessment (TEPA)

The Wallace Group team will prepare the TEPA using relevant data and information from existing sources and describe current and future conditions. Existing sources may include Caltrans Traffic Census, PeMS, Truck Volume Book, TASAS Accident Database, as well as the June 2006 Project Study Report and recent work Wallace Group and DKS is performing for the southbound ramp terminal. Further data collection and traffic analysis to be performed as part of the subsequent intersection control evaluation (ICE) task will be identified in the TEPA document.

Collision History

DKS will summarize the collision data for the study intersections and roadways and provide a figure showing the collision history by accident type. The collision data will be from the City's recently approved Local Roadway Safety Plan (April 2022) developed in coordination with the City by DKS.

Multimodal Connectivity

DKS will re-purpose the Level of Traffic Stress (LTS) analysis developed as part of the City's recent Active Transportation Plan (June 2020). Prior to joining DKS, Jim Damkowitch managed the City's Active Transportation Plan. As part of the interchange configuration alternatives analysis DKS will determine changes to the LTS network with particular emphasis on creating a Low-Stress connection across the Betteravia interchange. Based on its current design elements for accommodating pedestrians and bicyclists, the US 101 Betteravia interchange creates a barrier effect to east-west pedestrian and bicycle movements. As urban development begins east of the interchange, connectivity between the planned housing developments to the east and the current retail developments to the west will be key in addressing future local traffic growth and ensuring that there are opportunities for short range trips to be made without the need of a car. A key component of improvements to this interchange will be to reduce the barrier effect.

Travel Demand Model Forecasting

DKS will conduct travel demand forecasting for the analysis horizon year utilizing the City's recently updated travel demand model. DKS is one of the few consulting firms with experience in applying this updated model and will be able to quickly and efficiently make any refinements necessary for the evaluation of the interchange through the PSR- PDS process. Before forecasts are used for analysis, the model outputs will be post- processed using the procedures recommended in NCHRP Report 255. Ostensibly, the City's preferred General Plan (currently under development) build- out land use will be applied to this forecast.

Task 4.4 Intersection Control Evaluation (ICE) Step 1

DKS will prepare traffic and safety studies which support a stage 1 ICE study. Per Caltrans Traffic Operations Policy Directive (TOPD) 13-02, this study will focus on Access Strategy and Configuration Assessment and Screening and will leave more detailed engineering studies for the PA&ED stage of the project. The ICE process integrates and, in many respects, facilitates the traffic studies and alternatives development activities. The MOA will set the foundations to work collaboratively and early with the City and Caltrans to maximize the flexibility of the ICE policy and conduct the detailed engineering, operations, and performance analyses needed to advance Step 1 ICE recommendations. Interchange concepts will first be evaluated at a high level for feasibility. As a preliminary review the top four (4) concepts which the City wants to move forward will be evaluated using Sim-Traffic microsimulation. DKS will determine delay and queueing benefits which are key for identifying feasible interchange designs. For the purposes of the safety analysis, DKS will review the available crash history in the study area and identify any existing trends. Interchange concepts will be evaluated based on how they interact with these existing trends as well as any potential benefits or disbenefits they may have for safe operations.

The first step will be to consider applicable Caltrans System Planning document Transportation Concept Report (TCR) and more recent work for the southbound ramp terminal to generate the Step 1 ICE document.
In addition, the Wallace Group team will consider alternative interchange forms (e.g., tight diamond, diverging diamond, etc.) to establish desired federal road hierarchy at interchanges if feasible. Further DKS will objectively evaluate and compare signal and roundabout intersection control at the ramp terminals and Betteravia and Nicholson Avenue intersection.

The evaluation results will support outreach and advisory committee activities to allow stakeholders to make investment decisions based on the optimal traffic control and operational strategy for the design life of the interchange. Specifically, these evaluations could be applied to each ramp terminal intersection and adjacent road intersections:

- Safety performance and collision cost estimation, where quantifiable
- Weekday AM and PM peak hour capacity and operational considerations
- Service life analysis
- Conceptual Initial/phased estimated construction costs
- Cost of performance impacts / Cost savings of performance benefits (controlling peak hour cost of delay)
- Operation and maintenance life-cycle costs
- Multimodal considerations
- Cost effectiveness of reduced pollutant emissions

The footprints of the concepts will support evaluating and finalizing the environmental study areas. Step 1 ICE would evaluate and advance intersection control strategies and potentially offer recommendations to screen lower ranked concepts. The Wallace Group team will prepare and submit Intersection Control Evaluation (ICE) documents for Step 1 as part of this phase of the project.

Task 4.5 Traffic Operations Sensitivity Analysis

DKS will conduct a traffic operations analysis for no build and up to three project alternatives for the opening year and future design year forecasts. DKS would first propose using SYNCHRO and SimTraffic to evaluate signalized intersections and could apply VISSIM microsimulation tools if needed. We would optimize traffic models to assess the potential benefits of moving the southbound ramp terminals. Refinements to the configurations of each alternative will be based on operational analysis results.

DKS will prepare and submit a technical memorandum capturing the findings of the traffic operations sensitivity analysis.

Task 4.6 Conceptual Design and Review

The Wallace Group team will prepare up to four (4) high level initial interchange configuration concepts. The concepts would be at a scaled sketch planning level where

the roundabout and/or signal concepts, as well as interchange configuration concepts, and roadway network modification alternatives are depicted over publicly available aerial photography or mapping if project specific mapping is not yet ready. The sketches will be based upon the above traffic operation tasks. The concepts will be developed as part of the Step 1 ICE evaluations and be of sufficient detail to assess the conceptual project footprint and compare intersection control strategies. These concepts would be modified and enhanced to reflect design and operations principles and site adaptation needs

DKS will prepare a TEPA based on the findings of the data collection efforts and ICE study prepared in earlier tasks. This document will focus on the recommendations for further analysis during the PA&ED phase and the traffic studies needed to complete the design approval process for the interchange in the future. The TEPA will identify any traffic deficiencies found in the ICE study which need to be resolved in future traffic studies.

Task 4 Deliverables:

- Traffic Memorandum of Assumptions
- Draft and Final TEPA
- Draft and Final Step 1 ICE
- Draft and Final Traffic Operations Sensitivity Analysis Memorandum Four (4) Initial concept configurations

Task 5: Draft PSR – PDS

A draft Project Study Report (PSR) was at least partially developed in June 2006 but to our knowledge, the previous PSR was not approved by Caltrans. Based on that prior traffic analysis the alternatives discussed for the current effort could include the following: past PSR alternatives could be reconsidered as part of the current effort, a modified diamond interchange configuration, a potential east side dual roundabout alternative, and a diverging diamond alternative . These initial concepts not withstanding, the PSR-PDS process is intended to identify feasible alternatives for further study in the PA&ED phase therefore Initial work on traffic assessment and discussions with the PDT will yield the actual alternatives to be included.

Each of the currently envisioned alternatives present unique geometric, operational, and construction challenges which will be further explored in the PSR- PDS phase. Some of the challenges include commercial access on the east side of US101, Right of Way impacts, and consideration of road hierarchy and volumes. We acknowledge these challenges and believe we have assembled a project team who is uniquely experienced and qualified to develop a simple and cost-effective solution to encourage a smooth delivery of an approved PSR-PDS.

Anticipated nonstandard design features will be identified as they pertain to each alternative. However, Design Standard Decision Documents (formerly design

exceptions) as identified in Chapter 21 of the Caltrans PDPM will not be prepared and are not required for submittal to Caltrans until the Project Approval & Environmental Document (PA&ED) phase of the project.

Task 5.1 Alternatives and Analysis

Preliminary roadway layouts and associated profiles for new road/ramp alignments will be prepared for up to four initial alternatives from those previously described. Layouts and associated profiles will include preliminary geometrics for the improvements to the US101/ Betteravia interchange and ramp termini. Preliminary geometrics will be developed in CADD using the aerial mapping and ROW delineation developed in a prior task and will include proposed improvements at the interchange and potential modifications to Nicholson Avenue, as appropriate. The roadway plans will also include typical sections of the improvements, anticipated grading limits and high-level planning of appurtenant roadway facilities necessary to support the improvements. As part of this task, we will also identify areas of potential ROW impacts for each alternative.

Task 5.2 –Advance Planning Studies

This task includes the development of the Advanced Planning Study (APS) in accordance with the requirements described in Caltrans OSFP Information and Procedures Guide Section 3-2 and Caltrans Memo To Designers (MTD) 1-8. This task assumes a single APS study for a ground anchor earth retaining System (ERS) wall will be required at the east abutment of the existing overcrossing. This work with be in conjunction with the evaluation of alternatives requiring a new northbound onramp configuration such as loop or hook ramps on the east side of the highway. The APS will include a planning study drawing (General Plan), APS memorandum, an itemized cost estimate, and an APS checklist as follows:

Planning Study Drawings

The planning study drawing will depict the concept for the new structure and will include a structure General Plan showing plan, elevation, and typical section views of the proposed structure.

APS Design Memorandum

The design memorandum will summarize the overall scope and design of the structure including critical assumptions used to develop the APS. The memorandum will generally discuss key issues of the structure and their potential impacts to the project including geometric layout, vertical and horizontal clearances, structure type, structure foundations, constructability, construction, and traffic staging, right of way, and utilities.

Itemized Cost Estimate

The cost estimate will be based on estimated quantities and unit prices based on Caltrans Contract Cost Data and recently completed similar projects. The cost estimate will only include structural items and will not include roadway related items including right-of-way costs and costs associated with relocating existing utilities. Quantities will be qualitative (such as cubic yards of concrete per square foot, lbs. of reinforcing per cubic yard of concrete, etc.) and will be based on Caltrans Bridge Design Aids 11-4.
Detailed quantity calculations will not be provided.

APS Checklist

A Caltrans APS Checklist will be provided that shows a summary of the information collected during the APS.

Task 5.3 Draft Preliminary Environmental Analysis Report (PEAR)

The purpose of the PEAR will be to satisfy the environmental component of the PID by clearly outlining and estimating the scope, schedule, and cost for completing the environmental process for a future phase of the project (PA&ED is assumed to be part of a future stage, and is not included in this scope of work). The PEAR will also preliminarily identify the anticipated environmental commitments from the project by identifying those aspects of the preliminary project alternatives that may have a potential significant effect on the environment based on information known to date. The PEAR will identify the type of future studies and evaluations which must be performed and the required environmental document that would be required to meet all California Environmental Quality Act (CEQA) and potential National Environmental Policy Act (NEPA) requirements. Additional environmental studies, including possible CEQA and NEPA compliance and permitting pursuant to federal and state agency requirements, are not included in this scope of work.

The PEAR will provide a qualitative description of potential environmental resources and issues that could affect selection of the recommended alternative, including the types of permits that may be required. The PEAR will summarize specific, critical environmental issues that may affect project approval, programming, scheduling, design considerations, and/or cost. Potential mitigation costs will be identified at an order of magnitude level. Each environmental issue will be discussed in sufficient detail to determine the requirement for further study or analysis.

Rincon will prepare a Draft and Final PEAR to present the results of the environmental studies, including identification of possible mitigation requirements. The report will include the following:

- Project description including purpose and need,
- Environmental setting,
- Resources identified and their sensitivity,
- Identification of high-risk environmental concerns,

- Potential effects, probable permits, and mitigation,
- Contacts/sources consulted,
- Recommendations,
- Mitigation cost estimate,
- Summary,
- PEAR environmental studies checklist, and
- Critical path environmental schedule from project programming through construction.

Rincon will conduct windshield surveys and describe resources for up to three project alternatives as explained in the following subtasks.

Land Use/Socioeconomic/Community Impact/Growth

A Rincon environmental specialist will conduct a windshield survey to identify any land use or community impact issues. The evaluation will be based on the provided base map showing the parcels that could be affected by the project and previous work done for the feasibility of the project. The PEAR will describe the general setting of the study area, the types and numbers of structures in the project area, and those parcels affected by the project. Potential issues related to relocation of utilities will be discussed. A preliminary discussion of potential issues related to growth inducement will also be provided.

Farmlands/Timberlands

A Rincon environmental specialist will conduct a background records search, including evaluation of soils based on Natural Resource Conservation Service mapping, and evaluation of agricultural land use, to determine the potential for impacts to agricultural land.

Visual/Aesthetic Resources

A Rincon environmental specialist will conduct a background document review and windshield survey of the project area to identify scenic resources in the project area and any adverse visual impacts that might be introduced by the project, including any circumstances that have the potential to affect the viability or schedule of the project.
This information will be identified in the PEAR, along with potential agency permits and approvals that may be necessary.

Cultural Resources/Tribal Lands/Tribal Coordination

A Rincon cultural resources specialist will conduct a background records search and literature review at the regional Information Center of the California Historical Resources Information System (CHRIS). The records search and literature review will include the proposed project area as well as a 1-mile buffer around the area. Rincon will also contact the California Native American Heritage Commission to request a search of

their sacred lands files database and a list of local Native American representatives that may have knowledge of resources, including potential tribal cultural resources within the Study Area. The PEAR will identify information sources and contacts, describe survey methodology, and describe the project setting and sensitivity of each cultural resource identified by the background search. The report will discuss the effects that the project might have on resources within or adjacent to the project area, including any potential cultural resource issues that might affect the alternatives, cost, or viability of the project. In addition, the report will explain the permits, approvals and/or coordination which must be completed and provide an outline of a time schedule for such coordination, including completed Section 106 compliance.

Hydrology and Floodplain/Water Quality and Stormwater Runoff

A Rincon environmental specialist will conduct background research of the project area, including a review of the FEMA/ National Flood Insurance Program flood maps and local agency contacts. The PEAR will describe the project setting in terms of hydrology and floodplain issues and identify the bodies of water, if any, that might be affected by the project and potential storm water impacts. The report will describe what discharge conditions may be present that could affect the project design, scheduling, or construction techniques, discuss any agency coordination and permits, and map the locations of any constraints, including FEMA floodplains, that should be considered during preliminary design on the provided base map.

The evaluation will be conducted based on the results of research and review of the provided base map. No field visit is proposed to analyze this resource area.

Paleontological Resources

A Rincon environmental specialist will conduct a background document review of the project area to identify the paleontological potential for the project area. Based on soil and formation type, general areas with potential paleontological sensitivity will be identified. Any areas with potential for paleontological resources will be mapped on the provided base map. Preparation of a Paleontological Identification Report is not proposed at this time.

Air Quality

A Rincon air quality specialist will conduct a background document review of the study area and make any necessary contacts with the Santa Barbara County Air Pollution Control District (SBCAPCD). The PEAR will describe the project setting, including existing air quality conditions in the project area, the air quality attainment status, and the whether the proposed project is included in the Regional Transportation Plan/ Regional Transportation Improvement Plan. Rincon will also identify any circumstances that have the potential to affect the viability or schedule of the project, including additional studies, and any monitoring or abatement measures required by the air district or California Air Resources Board.

Noise and Vibration

A Rincon noise specialist will conduct a background document review and windshield survey of the study area. A qualitative analysis of potential noise impacts on noise- sensitive uses will be conducted based on applicable federal and state regulatory requirements. The PEAR will identify any circumstances related to noise that have the potential to affect the viability or schedule of the project, including additional studies and land acquisitions.

Energy and Climate Change (Greenhouse Gas (GHG) Emissions)

The proposed project is not anticipated to result in significant construction or operational impacts on energy use. The project may require relocation of electrical or gas lines; impacts on existing energy lines would be discussed in the assessment. Rincon will provide a qualitative discussion of project climate change effects, based on regional planning strategies and project's effect on GHG production. The Regional Transportation Plan, Regional Transportation Improvement Program, and/or specific project traffic studies will be reviewed for information on the reduction of vehicle hours traveled (VHT) and improved traffic flow for the region.

Biology

A Rincon biologist will obtain and review existing information to identify the potential biological resources that may be associated with the proposed project. The biologist will conduct a reconnaissance survey of the project area and identify potential resource issues, including sensitive species habitat. The PEAR will summarize the information obtained during the field investigation and describe existing conditions. Project issues related to removal of vegetation including potential impacts on nesting birds, will be described, as applicable. The PEAR will identify specific studies or focused surveys needed, any timing issues for conducting the surveys, and any required permits, agreements, or approvals that will be necessary to comply with local, state, and federal regulations.

Cumulative Impacts

The PEAR will include a discussion of cumulative impacts considering potential impacts resulting from other projects know or projected to occur within the vicinity of the project within the foreseeable future. A recommendation will be provided as to whether a cumulative impact analysis is needed for a particular resource in the subsequent environmental document phase.

Section 4(f) Issues

Based on a review of aerial photography, it appears that the area around the US 101/Betteravia Road interchange does not contain issues related to Section 4(f) of the

Department of Transportation Act of 1966 (Act) (49 U.S. Government Code 303). To confirm this, a Rincon environmental specialist will conduct a windshield survey of the project area. The Department of Transportation Act governs federally funded or authorized transportation projects that require the use of publicly owned land of a public park, recreation area, or wildlife and waterfowl refuge of national, State, or local significance, or land of an historic site of national, State, or local significance. The PEAR will identify any potential 4(f) lands in the study area and, if present, the type of "use" (fee title, temporary, or "constructive" use) that would likely occur with project implementation; the type of 4(f) compliance that would be needed (individual 4(f) evaluation, programmatic 4(f) evaluation, or temporary occupancy approval); and any other circumstances that have the potential to affect the viability or schedule of the project. Any areas of potential impact will be described.

Draft PEAR

Rincon will prepare a Draft PEAR to present the results of the environmental studies. The Draft PEAR will be submitted to the City to distribute to the PDT for review and return for comments. This scope of work assumes that up two rounds of consolidated comments from the PDT will be received. This scope of work assumes that electronic deliverables (Word and/or PDF) do not need to be in an ADA-accessible format. Rincon can provide ADA-accessible electronic deliverables for an additional fee.

Final PEAR

Based on the comments received on the Draft PEAR, changes will be incorporated, and a revised PEAR will be distributed. This scope of work assumes that up three rounds of consolidated comments from the PDT will be received. After receiving what are anticipated to be minor comments on the Draft PEAR, Rincon will prepare a Final PEAR for inclusion in the PSR. This scope of work assumes that electronic deliverables (Word and/or PDF) do not need to be in an ADA-accessible format. Rincon can provide ADA- accessible electronic deliverables for an additional fee.

Task 5.4 Stormwater Data Report

Caltrans requires the preparation of a Storm Water Data Report (SWDR) to document the decision-making process associated with storm water best management practice (BMP) implementation and to serve as a basis for Caltrans' compliance and monitoring program. A SWDR will be prepared in accordance with Caltrans Project Planning and Design Guide and Storm Water Management Plan. The document will include:

- A detailed discussion of the stormwater quality issues specific to this project
- A description of the proposed design pollution prevention BMPs
- A description of the proposed permanent treatment BMPs
- A description of the proposed maintenance BMPs
- Supporting design calculations where appropriate
- BMP cost estimates will be included in the six-page estimate as a percentage of construction costs

- Completed checklists
- Maps and exhibits

This scope includes preparation of a Draft and Final SWDR for the PID phase. Comments will be addressed from the Draft review and incorporated into the Final SWDR. The SWDR signature sheet will be included as an attachment to the PSR-PDS.

Task 5.5 Preliminary Geotechnical Design Report

Yeh's geotechnical services will be in support of preparing the PSR-PDS for the interchange. A District Preliminary Geotechnical Report (DPGR) will be prepared for the interchange in general accordance with the Caltrans Geotechnical Manual for Geotechnical Design Reports (February 2021). The geotechnical evaluation will consist of review of existing geotechnical and subsurface data, review of aerial photographs, site reconnaissance, geotechnical and geologic analyses based on existing data, and preparation of a DPGR for the interchange. No subsurface exploration or laboratory testing are planned for this phase. This proposal presents our understanding of the project, scope of services, schedule, and fee to provide the requested services.

1. **Project Initiation and Existing Data Review.** Consult with the design team to initiate the project, collect background information that may be pertinent to the geotechnical evaluation, and review the scope and schedule for geotechnical services. Request that areas of potential impact and/or project footprint be provided. Procure historical aerial photos and obtain publicly available Lidar data. Research available data from State of California databases including Caltrans, Department of Water Resources, and the Water Resources Control Board.
2. **Site Reconnaissance.** Yeh will perform a site reconnaissance to observe and catalog geologic and geotechnical features at the interchange. Yeh will note observed surface geology, areas of potential slope instability, locations of springs or surface water, general site drainage and surface flow, areas of erosion, and other geologic features pertinent to the project that should be considered in design. The information collected during the site reconnaissance will be included in the DPGRs as appropriate.
3. **Draft District Preliminary Geotechnical Report (DPGR).** Summarize the collected data, perform geotechnical analyses, and prepare a District Preliminary Geotechnical Report for the interchange. A draft of the report will be prepared and issued in portable document file (pdf) format for review by the design team and Caltrans. The report will provide a regional geologic map, soil survey data map, fault map, and other graphics to support the preliminary design. The report will provide a discussion of the subsurface conditions based on existing data and conclusions and recommendations regarding:

    - Geologic setting;
    - Estimated historic high groundwater level representative of the site based on proposed borings and any available previous geotechnical data or well data

published by the California Geological Survey, the Department of Water Resources, GeoTracker, or other public databases;
- Ground subsidence;
- Soil conditions based on site reconnaissance, mapping, and existing data including;
  - » Expansive soil;
  - » Corrosivity; and
  - » Erosion;
- Seismic Hazards including;
  - » Faulting and fault rupture;
  - » Preliminary seismic parameters (ARS Curves);
  - » Liquefaction potential;
  - » Co-seismic deformation;
  - » Lateral spreading; and
  - » Seismic slope stability.
- Potential for naturally occurring asbestos;
- Tsunamis;
- Scour;
- Stormwater infiltration potential based on soil survey maps;
- Anticipated structure foundation types (spread footings, deep foundations)
- Embankments and cut slopes;
- Construction considerations regarding existing facilities, excavation characteristics, shoring, temporary excavations, deep foundations, and groundwater; and
- Recommendations for further study and future geotechnical services associated with PA&ED and PS&E phases.
- Appendices including as-built subsurface geotechnical data and calculations performed as part of the DPGR.

4. **Final District Preliminary Geotechnical Report.** Yeh will prepare the final District Preliminary Geotechnical Report for the interchange in pdf format. Hard copies will be provided if requested. The final report will be submitted after review comments have been incorporated into the draft report.

Task 5.6 Right of Way Data Sheet

Monument will evaluate the potential right-of-way requirements, affected parcels and associated capital costs related to each of up to four alignment alternative under consideration for the proposed interchange modernization project. As such, the following Scope of Work itemizes the tasks and deliverables that will be performed by Monument.

- Take an inventory of the affected properties for each selected option.
- Using public Assessor's Roll information, investigate the ownership, lot size, and building size of each affected property.

- Visually inspect each property (exterior street view) and evaluate effects of proposed acquisition. List all businesses on each property and the approximate space they occupy.
- Sort each property into product types to determine the universe of real estate data sets to research and create valuation data sets for each product type.
- Prepare an estimate of the probable cost of each full property acquisition or the cost of each partial acquisition (plus damages) using the data sets created and utilizing our various real estate value data bases.
- Prepare an estimate of the probable relocation assistance exposure for each residential or non-residential occupant located on each property.
- Prepare an estimate of the immoveable fixtures and equipment associated with each business property.
- Prepare an estimate of the total probable loss of business goodwill attributable to each operating business.
- Prepare an estimate of the inspection and demolition costs associated with delivering each cleared site.
- Prepare an estimate of the total services and incidental costs associated with each real estate acquisition program (appraisals, acquisition and relocation agents, title/ escrow, and legal services).
- Ascertain the estimated cost for potential utility relocations from the design engineer and/or utility coordinator (preparing a cost estimate for utility relocations is excluded from Monument's scope of work).

The scope of work will be performed and delivered in the form of a report containing a description of the project areas studied, a summary of total probable costs of the study area itemized by major component and will include detailed spreadsheets showing how the summary sheets were calculated. The spreadsheets contain a parcel-by-parcel breakdown of all probable costs.

In the event that the acquisition program is to be phased or determined to be implemented at a future date, formulized spreadsheets will be created which apply the appropriate cost escalation factors to reflect the projected schedule.

The final cost information determined from the accumulation of data will then be transferred into the appropriate format for application to the Right of Way Data Sheets.

Task 5.7 Draft PSR-PDS Supporting Documentation

Caltrans Project Development Procedures Manual (PDPM) provides guidance for the preparation of the PSR-PDS. The supporting documentation for the PSR-PDS is outlined in Appendix S of the PDPM. Some of the supporting documents are materials will be prepared in previous tasks; however, many of these items will be prepared as separate documents and summarized in the PSR-PDS. For example, the Life Cycle Cost Analysis is a stand- alone document that addresses pavement life cycle issues and how they will be addressed in the final project. Specifically, the report describes roadway structural costs that would be included, their maintenance, and the cost of the

maintenance. The Risk Register is another document that will be prepared. The Risk Register identifies the potential risks to the project that could result in delays or additional project costs. These and other documents will be continually updated throughout the life of the project.

This task will include the preparation of the supporting documentation for the PSR-PDS. This will include the preparation of the following items:

- Location or Vicinity Map
- Roadway Layouts and Typical Sections for Alternatives
- Capital Outlay Project Estimate (11-page estimate)
- Preliminary Environmental Analysis Report (PEAR)
- Transportation Planning Scoping Information Sheet- Wallace Group will complete this information sheet with input from DKS and Rincon per the Caltrans PDPM.
- Right of Way Exhibits and Data Sheets
- Life-Cycle Cost Analysis - This analysis consists of determining the appropriate pavement structural section for the interchange improvements. In our past work, we have found that the Caltrans analysis tool is set up for improvements to the mainline and not adaptable for ramp work. Wallace Group will work with Caltrans Headquarters and District 5 to minimize or eliminate this analysis.
- Risk Register - Wallace Group will work with our team members and the City to determine potential risks for the project and how to mitigate those risks. This information will be included in Caltrans standard risk register spreadsheet.
- Storm Water Data Report Documentation
- Quality Management Plan
- Traffic Engineering Performance Assessment
- Division of Engineering Services PSR-PDS Scoping Checklists - Wallace Group will prepare the four (4) scoping checklist per the Caltrans PDPM.
- Design Scoping Index or equivalent document
  - This document is a checklist that includes the project purpose and need, the terrain, the type of improvements, and the basis of design, including the number of lanes and shoulder widths. Wallace Group will prepare this document.
- Rosters of personnel participating in major reviews
  - Wallace Group will prepare a table containing the names, titles, and contact information for the project personnel.
- Capital Outlay Support Estimate - Wallace Group will work with the City, SBCAG and Caltrans to develop a planning level estimate of support costs for the PA&ED, PS&E, and Construction phases of the project.

Task 5.8 Draft Cost Estimates

In the fall of 2014 Caltrans issued a revised Cost Estimating Guidelines manual and cost estimating template to assist in the project development of State highway projects. This manual replaces Appendix AA of the PDPM and serves as a concise and comprehensive cost estimating reference. The Wallace Group design team will leverage the innovative information comprised in this manual and estimate template to ensure

accurate cost estimating practices at the PSR-PDS level of design are in place as we prepare cost estimates for the US101/Betteravia PSR-PDS alternatives.

Our team will develop concept-level quantities and assign prices to these quantities using the Previous Bid Prices method as specified in the Caltrans Cost Estimating Guidelines manual. Each of the project alternatives (up to four alternatives) will be analyzed on a construction capital outlay and support cost basis.

Task 5.9 Draft PSR-PDS

A Draft PSR-PDS will be prepared conforming to the July 30, 2021 update of "Appendix S - Preparation Guidelines for Project Study Report-Project Development Support Project Initiation Document", and the cost estimating guidelines released by Caltrans in October of 2014, contained in the Caltrans Project Development Procedures Manual (PDPM). The Draft PSR-PDS will include the following sections:

1. Introduction
2. Background
3. Purpose and Need
4. Traffic Engineering Performance Assessment (TEPA)
5. Deficiencies
6. Corridor and System Coordination
7. Alternatives (including APS for structures work)
8. Right of Way
9. Stakeholder Involvement
10. Environmental Compliance
11. Funding (Capital Outlay Project Estimate and Capital Outlay Support Estimate)
12. Schedule
13. Risks
14. External Agency Coordination
15. Project Reviews
16. Project Personnel
17. Attachments

Required Attachments

- Location or Vicinity Map
- Capital Outlay Project Estimate
- Preliminary Environmental Analysis Report (PEAR)
- Right of Way Conceptual Cost Estimate
- Risk Register
- Schematic Maps of the Alternative
- Typical Cross Sections
- Transportation Planning Scoping Information Sheet
- Life-Cycle Cost Analysis

Our team will prepare and submit the Draft PSR-PDS to the City for distribution to the PDT for the purposes of gathering written comments and feedback. A Draft PSR-PDS will be submitted to the Caltrans PM for a 10-day readiness review, prior to the submittal of the formal Draft PSR-PDS for Caltrans formal review. A formal comment/resolution sheet will be prepared based on the written comments received and will accompany each subsequent submittal.

Task 5 Deliverables:

- Draft PSR-PDS (up to five (5) hardcopies, one (1) PDF) – Readiness Review
- Draft PSR-PDS (up to eight (8) hardcopies, one (1) PDF)- Formal Submittal

Task 6: Final PSR – PDS

The project team will respond to one (1) set of combined and consolidated/reconciled written comments received from the City PDT review team and one (1) set from the Caltrans PDT review team. Each comment will be responded to and will follow Caltrans standard comment disposition format. It is assumed that no significant changes will be required and the Final PSR-PDS can be prepared expediently for submittal to the City and Caltrans for final review and approval by the PDT.

Following submittal of the Final PSR-PDS document there may be additional minor comments received from the PDT prior to receiving Caltrans District 5 Director's signature approval. We will meet with Caltrans staff to review and resolve these minor comments expediently. We have assumed that Caltrans staff will be made available for comment resolution.

Task 6 Deliverables:

- Final PSR-PDS (up to eight (8) hardcopies, one (1) PDF)
- Signature ready Final PSR-PDS (up to two (2) hardcopies, one (1) PDF)

EXHIBIT "B"

PAYMENT

I. Progress Authorization

Written authorization to proceed from the City authorizes the Consultant to generate the not-to- exceed cost of **FOUR HUNDRED EIGHTY-THREE THOUSAND NINE HUNDRED TWENTY-TWO DOLLARS ($483,922)** in fees for
all work.

Task 1: Project Management & QA	$38,260.00
Task 2: PDT and Team Meetings	$27,325.00
Task 3: Survey and Right of Way	$68,090.00
Task 4: Traffic Analysis Step 1 ICE	$82,330.00
Task 5: Draft PSR-PDS	$235,610.00
Task 6: Final PSR-PDS	$16,620.00
Task 7: Direct Costs Overhead	$15,687.00
Total Not-To-Exceed Cost:	$483,922.00

II. Invoice procedure.

A. Payment shall be at the conclusion of the Project based on the billable charges.

B. The Consultant shall present the bill for charges by the second day of the month.

C. The Consultant's bill shall be substantiated by appropriate documentation, and include an itemized listing of personnel, subcontractors, and other direct costs incurred.

III. Maximum billable amounts

Under no circumstance shall the total of all payments to the Consultant exceed ninety percent (90%) of the maximum not-to-exceed cost, prior to acceptance by the City of all items to be completed as noted within Exhibit "A".

Standard Billing Rates

Engineering, Design & Support Services:

Assistant Designer/Technician	$110
Designer/Technician I – IV	$115/$125/$135/$145
Senior Designer/Technician I – III	$158/$165/$172
GIS Technical Specialist	$150
Senior GIS Technical Specialist	$160
Associate Engineer I – III	$130/$$140/$150
Engineer I – IV	$160/$165/$170/$175
Senior Engineer I - III	$185/$190/$195
Director	$200
Principal Engineer/Consulting Engineer	$240
Principal	$260

Surveying Services:

		Prevailing Wage*
Party Chief	$175	$225
Instrument Person	$115	$145
Associate Survey Technician	$110	
Survey Technician I – IV	$130/$135/$145/$150	
Land Surveyor I – III	$155/$165/$175	
Senior Land Surveyor I - III	$180/$185/$190	
Director	$200	
Principal Surveyor	$240	
Principal	$260	

Planning Services:

Associate Planner I - II	$105/$115
Planner I – IV	$135/$145/$155/$165
Senior Planner I - III	$170/$175/$180
Director	$190
Principal Planner	$200
Principal	$260

Landscape Architecture Services:

Associate Landscape Designer I – II	$100/$110
Designer I – IV	$115/$120/$125/$130
Landscape Architect I - IV	$135/$140/$145/$150
Senior Landscape Architect I - III	$155/$160/$165
Director	$180
Principal Landscape Architect	$200
Principal	$260

EXHIBIT “B”

Atty. Rev. 2021

Construction Management / Field Inspection Services: **Prevailing Wage***

Construction Inspector I - II	$135/$150	$165/$172
Senior Construction Inspector	$155	$180
Construction Office Tech I-III	$110/$120/$130	
Assistant Resident Engineer I - II	$160/$165	
Resident Engineer I - III	$170/$175/$180	
Senior Resident Engineer	$190	
Director	$195	
Principal Construction Manager	$225	
Principal	$260	

Public Works Administration Services:

Project Analyst I - IV	$115/$125/$135/$145
Senior Project Analyst I - III	$150/$155/$160
Senior Environmental Compliance Specialist I - III	$165/$170/$175

Support Services:

Office Assistant	$100
Project Assistant I – III	$110/$115/$125

***Prevailing Wage:**

State established prevailing wage rates will apply to some services based on state law, prevailing wage rates are subject to change over time and geographic location.

Right to Revisions:

Wallace Group reserves the right to revise our standard billing rates on an annual basis, personnel classifications may be added as necessary.

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of $400 an hour. If required to meet schedule requests, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- delivery/copy services
- sub-consultant services
- mileage (per IRS rates)
- agency fees
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

EXHIBIT "C"

INSURANCE

INSURANCE REQUIREMENTS

Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Provider, his/her agents, representatives, or employees. If the Provider maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), including products and completed operations, property damage, bodily injury and personal & advertising injury.

2. Insurance Services Office Business Auto Coverage Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired (Code 8) and non-owned autos (Code 9).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Errors and Omissions liability insurance appropriate to the Provider's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

5. Cyber Liability Insurance, Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit

monitoring expenses with limits sufficient to respond to these obligations.

B. Minimum Limits of Insurance

Provider shall maintain limits no less than:

1. General Liability - $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability - $1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation: Statutory limits.

4. Employer's Liability - $1,000,000 per accident for bodily injury or disease.

5. Errors and Omissions Liability - $1,000,000 per occurrence or claim, $2,000,000 aggregate.

6. Cyber Liability- $2,000,000 per occurrence or claim, $2,000,000 aggregate.

C. Self-insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

D. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or

equipment furnished in connection with such work or operations. General liability coverage can be provided in the form or an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions are used).

2. For any claims related to this project, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or reduced, except with notice **stating the title of this contract** to the City. **All notices provided pursuant to this Agreement shall be given to the City representative listed for notice in this agreement and shall specify the title of this Agreement.** Notice may be given by overnight mail, facsimile with confirmation of receipt, or certified mail with return-receipt requested.

4. Provider hereby grants to City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. If any of the required policies provide claims-made coverage:

   a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

   b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

   c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

F. Verification of Coverage

Provider shall furnish the City with original certificates and amendatory endorsements of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

G. Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.