REQUEST FOR PROPOSAL
for
PROFESSIONAL DESIGN SERVICES
For The
The Goleta Train Depot Project

January 17, 2019
City of Goleta
Neighborhood Services and Public Safety Division
130 Cremona Drive, Suite B
Goleta, CA 93117
(805) 961-7500
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Attachment A – Professional Services Agreement
Attachment B – Station Area Master Plan Scope of Work
Attachment C – Project Schedule
1. INVITATION

The City of Goleta, herein referred to as "CITY", as Lead Agency, is soliciting proposals from qualified professional firms, hereinafter referred to as "CONSULTANT", to provide Professional Design, Environmental, and Right of Way services as outlined within the Request for Proposal, hereinafter referred to as "RFP" for the Goleta train Depot Project, hereinafter referred to as "PROJECT."

2. GENERAL PROPOSAL INFORMATION

Issue Date: January 17, 2019

*Due Date and Time: February 18, 2019 at 3:00pm

Agency Contact Person: Mr. Jaime Valdez, Senior Project Manager
Email: jvaldez@cityofgoleta.org
Phone: (805) 961-7568

RFP Inquiries: All questions regarding RFP must be received no later than 72 hours prior to proposal due date and must be submitted via email to jvaldez@cityofgoleta.org. Confirmation of receipt will be provided.

*Number of Copies Required: 1 electronic and 3 hard copies

Page Limit/Font Size: The cumulative total pages for the proposal must not exceed 30 pages (Minimum Font Size: 12, Single Spaced). Page count is exclusive of cover letter, blank pages or tabs, and any required forms.

Funding Source(s): Transit and Intercity Rail Capital Program (TIRCP) and CITY Local Match

*Delivery Information:

   Email: jvaldez@cityofgoleta.org
   Attn: Mr. Jaime Valdez

Regular/Express Mail and Hand Delivery:

City of Goleta
Neighborhood Services and Public Safety Division
130 Cremona Drive, Suite B
Goleta, CA 93117
Attn: Mr. Jaime Valdez, Senior Project Manager

*PROPOSALS RECEIVED AFTER DUE DATE AND TIME, RECEIVED AT WRONG LOCATION, OR WITH INADEQUATE COPIES ARE CONSIDERED NON-RESPONSIVE AND SHALL BE REJECTED.

2.1 PROCUREMENT SCHEDULE

<p>| DESCRIPTION | *DATE | TIME (IF |</p>
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<th><strong>APPLICABLE)</strong>*</th>
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<tr>
<td><strong>Request for Proposal Issue Date</strong></td>
<td>January 17, 2019</td>
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<tr>
<td><strong>Deadline for Questions</strong></td>
<td>February 13, 2019 3:00pm</td>
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<tr>
<td><strong>Due Date and Time</strong></td>
<td>February 18, 2019 3:00pm</td>
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<tr>
<td><strong>Complete Review/Selection of Consultant</strong></td>
<td>February 25, 2019</td>
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<tr>
<td><strong>CONSULTANT Notification and Scoping Meeting (Conference Call)</strong></td>
<td>February 26, 2019</td>
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<tr>
<td><strong>CONSULTANT Submits Scope and Cost Proposal</strong></td>
<td>March 4, 2019</td>
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<tr>
<td><strong>CONSULTANT Negotiations End</strong></td>
<td>March 8, 2019</td>
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<tr>
<td><strong>Award Date (By CITY Council)</strong></td>
<td>April 2, 2019</td>
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<td><strong>Notice to Proceed</strong></td>
<td>April 3, 2019</td>
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*Note: Excluding proposal due date and time and preceding dates, dates shown are subject to modification without notice.

### 2.2 TERMS AND CONDITIONS

This RFP is subject to the following conditions:

- This RFP does not commit the CITY to award a contract or to procure a contract for services or supplies.
- The CITY is not responsible for any precontractual expenses as described below.
- The CITY reserves the right to reject all proposals.
- The CITY reserves the right to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered.
- The CITY reserves the right to withdraw this RFP at any time without prior notice.
- Non responsive proposals will be rejected without evaluation.
- No proposal, except sealed cost proposals as otherwise described in “Section 4.3 CONTRACT NEGOTIATION WITH TOP RANKED CONSULTANT” of this RFP, will be returned after the due date and time. All proposals will become the property of the CITY.

### 2.3 PRECONTRACTUAL EXPENSES

Precontractual expenses include, but are not limited to, any expenses incurred by CONSULTANT in:

- Preparing proposals in response to this RFP.
- Submitting proposals to the CITY.
- Negotiations with the CITY on any matter related to proposals.
- Other expenses incurred by CONSULTANT before award.
3. PROTEST PROCEDURES AND DISPUTE RESOLUTION PROCESS

Submit any proposal protest before 5:00 PM of the 10th business day following CONSULTANT Notification. Include the name, address and telephone number of your designated representative with a complete statement for grounds of the protest and all supporting documentation attached. The protest statement must refer to the specific portion of the documentation which forms the basis for the protest. The CITY has the right but not the obligation to request additional information. The party filing the protest must concurrently transmit a copy of the protest statement and any attached documentation to all other parties with a direct financial interest which may be affected by the outcome of the protest. Such parties must include all other proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

Formal protest must be electronically submitted to Mr. Jaime Valdez at jvaldez@cityofgoleta.org. Please allow 2 business days for confirmation receipt.

The City of Goleta Neighborhood Services and Public Safety Director will issue the final determination for a protest. Final determination will be sent in writing to all parties before award.
4. CONSULTANT EVALUATION, SELECTION, NEGOTIATIONS AND AWARD

4.1 EVALUATION
Each proposal will be reviewed to determine if it meets the requirements contained in Section 9 PROPOSAL FORMAT AND CONTENT REQUIREMENTS of this RFP. If all required information is not provided, a proposal may be considered nonresponsive and rejected.

The CITY will select a committee who will evaluate the submitted proposals according to the Section 4.4 CRITERIA FOR SELECTION described in this RFP. The selection committee will review, rate and develop a final ranking of the most qualified proposals. An evaluation sheet, notes, and comments for each proposal will be prepared by the selection committee.

4.2 RANKING AND NOTIFICATION OF CONSULTANTS
All CONSULTANTS that submitted proposals will be informed about the final ranking of the CONSULTANTS. CONSULTANTS may request a debriefing to discuss information as to why they were not the highest ranked.

4.3 CONTRACT NEGOTIATION WITH TOP RANKED CONSULTANT
The CITY will conduct a negotiation meeting with top ranked CONSULTANT. The objective of negotiations is to agree on a final contract that delivers the services, or products required at a fair and reasonable cost to the CITY. The PROJECT will be contracted in phases as outlined in Section 7 SCOPE OF SERVICES.

Contract terms subject to negotiation include, but are not limited to: work plan; schedule and deadlines; deliverables, classification, wage rates, and experience level of those assigned to project; and cost items, payments and fees. Negotiated items will be incorporated into the agreement between CITY and CONSULTANT.

The cost proposal, presented in a sealed envelope, for the most qualified CONSULTANT will be opened and used to begin negotiations. If agreement cannot be reached, then negotiations proceeds to the next most qualified CONSULTANT. An independent cost estimate developed by CITY, in advance of receiving proposals, will be used as a tool for negotiations or terminating unsuccessful negotiations with the next most qualified CONSULTANT. This estimate may be revised, if needed, for use in negotiations with the next most qualified CONSULTANT. Following successful cost negotiations, all remaining sealed envelopes containing cost proposals will be returned to CONSULTANTS.

If a contract audit and review are required, CITY will ensure that all required documentation is provided to Caltrans Audits and Investigations (A&I) in a timely manner, including all documents for a Conformance Review, if applicable. Negotiations may be completed after receipt of the Caltrans A&I Conformance Letter, if applicable. Refer to CONTRACT AUDIT AND REVIEW PROCESS REQUIREMENTS of this RFP for required documentations.

4.4 CRITERIA FOR SELECTION
Rating of the proposal will be based on the following criteria:

Understanding of Work to be Done (20 Points) –
- Project team demonstrates a complete understanding of PROJECT and the scope of services being requested.

Project Team and Experience with Similar Projects (50 Points) –
- Key personal (Project Manager, Lead Architect, Lead Civil, Environmental Manager) of the project team have experience needed to successfully complete project.
CONSULTANT has proven experience in successfully delivering similar projects.
Project team has available resources to deliver PROJECT.

Financial Responsibility (15 Points) –
- Identification of a project development process that is fiscally responsible.
- Allocated person-hours are reasonable for the work to be performed.
- Assignment of person classification is reasonable for the work to be performed.

Understanding of Schedule (15 Points) –
- Demonstration of understanding of the PROJECT schedule.
- Identification of schedule risks.
- Identification of mitigation protocols to avoid schedule slip and mitigate schedule slips.

4.5 AWARD
Selected CONSULTANT's contract will be awarded by the CITY Council. Scored evaluations and proposals will be kept confidential to the extent allowable by law.
5. CONTRACT

5.1 AGREEMENT FOR PROFESSIONAL SERVICES
The City’s standard Agreement for Professional Services is provided as Attachment A of this RFP.

5.2 METHOD OF PAYMENT
Method of payment is anticipated to follow the City’s Professional Services Agreement found in Attachment A of this RFP.

5.3 INSURANCE REQUIREMENTS
Insurance requirements are anticipated to follow the City’s Professional Services Agreement found in Attachment A of this RFP.

5.4 SUBCONSULTANTS
Parties subcontracted by CONSULTANT to perform services described in RFP, hereinafter referred to as SUBCONSULTANTS, will be responsible for complying with all state, federal and specific contract requirements.

5.5 FINANCIAL MANAGEMENT AND ACCOUNTING SYSTEM REQUIREMENTS
CONTRACT shall not be awarded to a CONSULTANT without an adequate financial management and accounting system.

5.6 CONSULTANT CONTRACT AUDIT AND REVIEW PROCESS REQUIREMENTS
All proposed Architecture and Engineering (A&E) contracts and supporting documents are subject to audit or review by Caltrans’ Audits and Investigations (A&I), other state audit organizations, or the federal government.


CONSULTANT and SUBCONSULTANTS must submit cost proposals through the request for audit process. CONSULTANT must also submit the following:

- Proposed contract between the local agency and CONSULTANT;
- Names, mailing addresses, phone numbers and email addresses for prime CONSULTANT and subconsultants;
- Name of local agency contact person, phone number, mailing addresses and email addresses;
- Prime CONSULTANT generated indirect cost rate (ICR) schedule prepared in accordance with Federal; Acquisition Regulation Systems (FAR) principles specified in 23 USC 112(b)(2)(B) and applicable CFR’s, 23 CFR 172.7(a), and 48 CFR Part 31;
- A completed internal control questionnaire (ICQ) (see AASHTO Audit Guide, Appendix B), including all applicable attachments, for the prime CONSULTANT;

And one of the following; if available:

- A copy of the prior fiscal year, and most recently completed fiscal year cognizant approved ICR and approved state DOT Cognizant Letter of Approval;
- A copy of the prior fiscal year, and most recently completed fiscal year, ICR Schedules and audited report by an independent CPA. If a CPA audited ICR is available for the appropriate fiscal year (applicable one-year accounting period), then the CONSULTANT must use the audited ICR, or a lower ICR (see 23 CFR 172.7(b) for guidelines);
• A copy of the prior, and most recently completed fiscal year, ICR(s) evaluation or audit report on a prior Caltrans or local agency contract, and any other governmental agency report/review/attestation.

5.7 SUBSTITUTION OF CONSULTANT PERSONNEL OR SUBCONSULTANTS
After contract execution the CONSULTANT may not substitute key personnel (project manager and others listed by name in the cost proposal) or SUBCONSULTANTS without prior written approval from the CITY. The CONSULTANT must request and justify the need for the substitution and obtain approval from the CITY prior to use of a different SUBCONSULTANT on the CONTRACT. The proposed substituted person must be as qualified as the original, and at the same or lower cost.
6. PROJECT INFORMATION

6.1 PROJECT DESCRIPTION

General

The project will construct a multi-modal Train Depot just south of the existing City of Goleta AMTRAK train platform site. The project will include access improvements along South La Patera Lane between Hollister Avenue and the proposed depot, a depot building with waiting rooms and a cafe, a new parking facility, and accommodations for buses, vanpools, and bicycles. The depot building and parking will be located on a parcel of land owned by the CITY located immediately adjacent to the existing platform - see graphic below.

FIGURE 1 – Project Location Map.

The figure below reflects a conceptual layout of the proposed Goleta train Depot development. The property immediately north of the train depot site is owned by Union Pacific Railroad and it includes the existing train platform. The proposed PROJECT will not be modifying the existing platform.
Train Depot Building

The Train Depot building will be approximately 8,000 square feet. It will include a lobby, electronic ticketing area, waiting room, café, community meeting room, restrooms/shower/changing facilities, bike storage and baggage storage lockers. In addition, the design of the depot will accommodate opportunities for public art projects both inside and outside the building. The figure below reflects a concept layout of the proposed depot building.
FIGURE 2 shows the proposed layout of the new parking lot. The new parking lot is located at the back side (south side) of the proposed new depot building. The new parking will accommodate approximately 128 vehicle parking spaces (existing parking capacity at the platform is only 27) as well as space for transit/shuttles/mini buses and corporate vanpools. The parking facility will include four electric charging stations. The parking area will include a one-way circulation road from South La Patera Lane that incorporates a bus stop. The stop can be used by local transit as well as shuttles and vanpools.

Pedestrian and Bicycle Access

South La Patera Lane is a City street that terminates at the existing Amtrak platform. The street links Hollister Avenue with the platform. Hollister Avenue is a major arterial road that runs through the City of Goleta as well as through the unincorporated County and ultimately connects to State Street, which runs through the City of Santa Barbara. Hollister Avenue is used by two local transit (MTD) bus routes as well as by commuter buses, shuttles and van pools. The distance between Hollister Avenue and the Amtrak platform is a third of a mile. This stretch of La Patera Lane has no bike facilities and limited
sidewalks. The project will construct in-fill sidewalk on the east and west side of South La South Patera Lane, as needed, and Class 2 bike lanes in both directions between Hollister Avenue and the Train Depot.

**Turnaround**

Currently, there is a sub-standard turnaround/cul-de-sac located at the northern end of South La Patera Lane. The turnaround is required to allow fire access to the Amtrak platform and adjoining private properties. Part of the existing turnaround is in the Union Pacific right-of-way. The PROJECT will construct a new turnaround at the terminus of South La Patera Lane, adjacent to the proposed Train Depot building and parking lot. The relocated turnaround will be constructed entirely within the CITY right-of-way. The turnaround will be designed to accommodate all fire-trucks, transit buses and commuter bus turning requirements.

**Drainage Improvements**

South La Patera Lane does not have a stormwater collection system and lacks connected curbs and gutters. The nearest stormwater catch basins (drop inlets) are located at the intersection with Hollister Avenue 1,700 feet to the south. As a result, the area tends to have standing water due to the flat grades and during flood events water ponds at the terminus of South La Patera Lane and encroaches into Union Pacific Railroad right-of-way. The project will improve drainage by adjusting the flowlines so that the stormwater flows more directly away from the Train Depot and towards Hollister Avenue. The relocation and reconfiguration of the turnaround at the end of South La Patera Lane provides an opportunity to construct the turnaround to direct stormwater south along South La Patera. The construction of curbs, gutters, and sidewalks where they do not currently exist will also assist with directing the stormwater toward the stormdrain system on Hollister Avenue as opposed to pooling in these areas. Additionally, Low Impact Development (LID) techniques such as bioswales, raingardens, curb cuts, bioretention, or tree wells will be designed and constructed to retain and treat stormwater at the site and along the stretch of South La Patera Lane. Drainage designs will be in compliance with the CITY’s Storm Water Management Plan for new construction.

**Bike Storage and Bike Rental Facilities**

The Goleta Train Depot project will include short- and long-term storage for bicycles and will also house a bicycle rental facility. The project will construct inside and outside bike lockers and bike storage facilities that include lighting and video surveillance equipment for the safety and protection of users and bicycles. The site has also been identified as a potential future location for a South Coast Bike Share facility. The South Coast Bike Share Program is a collaboration led by the local Santa Barbara Bicycle Coalition which has teamed with the City of Goleta, UCSB, the County of Santa Barbara, and the City of Santa Barbara. The Bike Share Program, and a facility at the Goleta Train Depot location, will facilitate first-mile/last-mile connections to places of employment.

**6.2 PURPOSE AND NEED**

The purpose of the Train Depot is to provide a modern, multi-modal Amtrak station that will attract new rail ridership by providing a safer, functional, and inviting facility with connections to improved bus transit, shuttles from the Santa Barbara Airport and UCSB, improved bicycle and pedestrian facilities, and accommodation of a future train storage area that will support increased commuter rail needs.
The need for the Train Depot is because the existing Amtrak platform is a very basic facility, which in its current state is challenged by the following:

- Lack of connectivity to riders’ final destinations,
- Inadequate parking,
- Limited and marginal restroom facilities,
- Inadequate covered waiting area and little shelter from the elements,
- Lack of food and refreshment services,
- No bus service, and no bus parking or turn around areas,
- Poor pedestrian access,
- Lack of adequate bike access,
- Minimal bike storage, and
- Poor lighting and safety concerns.

Significant improvements are needed to create an appropriate rail station that is user-friendly and functional, and that will accommodate multi-modal connections to businesses and residences in Goleta, UCSB, and the Airport. The improvements are also needed to create an appropriate rail station to serve incoming workforce populations and other out-of-town rail users seeking the Goleta area as a destination point. The Goleta Train Depot will contribute considerably towards the State’s and the region’s commitment to expand and enhance rail service.

6.3 PROJECT FUNDING, RESPONSIBILITIES AND DELIVERY

The funding for the CITY’s Goleta train Depot project is being provided through the State of California Transit and Intercity Rail Capital Program (TIRCP). The Transit and Intercity Rail Capital Program (TIRCP) was created by Senate Bill (SB) 862 to provide grants from the Greenhouse Gas Reduction Fund to fund transformative capital improvements that will modernize California’s intercity, commuter, and urban rail systems, and bus and ferry transit systems to reduce emissions of greenhouse gases by reducing congestion and vehicle miles traveled throughout California. The goal of the TIRCP is to provide monies to fund transformative capital improvements that modernize California’s intercity rail, bus, ferry and rail transit systems to achieve the following objectives:

- Reduction in greenhouse gas emissions;
- Expand and improve rail service to increase ridership;
- Integrate the rail service of the state’s various rail operations, including integration with the high-speed rail system; and
- Improve safety

The California Department of Transportation, in collaboration with CalSTA, is responsible for administering this program.

The TIRCP funding was secured in collaboration with the Santa Barbara County Association of Government (SBCAG) the Metropolitan Planning Organization (MPO) for Santa Barbara County and SBCAG is serving as the lead agency for the TIRCP grant. The CITY and SBCAG have entered into a cooperative agreement that gives the CITY control in delivering the Goleta Train Depot Project.

The TIRCP funding has a five-year window. Consequently, PROJECT construction must be completed in 2023.
7. **SCOPE OF PROFESSIONAL SERVICES**

7.1 **REQUESTED SCOPE OF SERVICES**

The scope of services being requested by the CITY for the Goleta Train Depot Project includes the following:

- Preliminary Engineering
- Environmental and all Required Technical Studies
- City Permitting
- Design Architectural (Depot Building)
- Design Civil (Parking, Turnaround, Drainage, Bike Ped access)

Please note: The Goleta Train Depot Project includes a mix of architectural and civil elements. However, due to the prominence of the Train Depot build, the CITY believes the optimum lead for the project would be an architectural firm with a civil as a subconsultant.

The requested work will be contracted in phases as described below.

**PHASE 1 – Project Management/Administration**

| Task 1-PM-1 | Management and Quality Control |
| Task 1-PM-2 | Attend Project Meetings |
| Task 1-PM-3 | Prepare Invoices per CITY specifications |

**PHASE 1 – Preliminary Design**

| Task 1-PD-1 | Develop Base Mapping |
| Task 1-PD-2 | Develop Preliminary Design Options for Depot Building and Adjacent Civil Work |
| Task 1-PD-3 | Finalize Preliminary Design Options (includes public meetings) |

**PHASE 1 – Preliminary Environmental/Technical Studies**

| Task 1-E-1 | Prepare APE and Project Description per CEQA |
| Task 1-E-2 | Review/Approval of APE and Project Description |
| Task 1-E-3 | Drainage Study |
| Task 1-E-4 | Traffic Study |
| Task 1-E-5 | SWD Report |
| Task 1-E-6 | Visual Impact Report |
| Task 1-E-7 | Water Resources Assessment |
| Task 1-E-8 | Air Quality Tech Memo |
| Task 1-E-9 | ISA |
| Task 1-E-10 | Natural Environment Study (NES) |
| Task 1-E-11 | Cultural Assessments |

**PHASE 2 – Project Management/Administration**

| Task 2-PM-1 | Management and Quality Control |
| Task 2-PM-2 | Attend Project Meetings |
| Task 2-PM-3 | Prepare Invoices per CITY specifications |

**PHASE 2 – Preliminary Design - Depot Building and Adjacent Civil Work**

| Task 2-PD-1 | Complete Development Plans |
| Task 2-PD-2 | Review/Approval of 35% Development Plans |
| Task 2-PD-3 | Finalize 35% Development Plans for Depot Building and Adjacent Civil Work |
PHASE 2 – Preliminary Design - South La Patera Lane Infrastructure (drainage, sidewalk and bike lanes etc.)

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<tr>
<th>Task 2-PD-4</th>
<th>Complete 35% Plans for South La Patera Lane Infrastructure improvements (drainage, sidewalk and bike lanes etc.).</th>
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<tr>
<td>Task 2-PD-5</td>
<td>Review/Approval of 35% Plans for South La Patera Lane Infrastructure.</td>
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<tr>
<td>Task 2-PD-6</td>
<td>Finalize 35% Plans for South La Patera Lane Infrastructure.</td>
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PHASE 2 – Environmental Document

| Task 2-E-1 | Prepare Admin Environmental Document under CEQA |
| Task 2-E-2 | Review of Environmental Document |
| Task 2-E-3 | Prepare updated Draft Environmental Document |
| Task 2-E-4 | Review of updated Draft Environmental Document |
| Task 2-E-5 | Finalize Draft Environmental Document |
| Task 2-E-6 | Noticing |
| Task 2-E-7 | Public Review of updated Draft MND |
| Task 2-E-8 | Prepare Draft Final Environmental Document |
| Task 2-E-9 | Review of Draft Final Environmental Document |
| Task 2-E-10 | Prepare Final Environmental document |
| Task 2-E-11 | Planning Agency Approval |
| Task 2-E-12 | Preparation and Approval of NEPA Document |

PHASE 3 – Project Management/Administration

| Task 3-PM-1 | Management and Quality Control. |
| Task 3-PM-2 | Attend Project Meetings |
| Task 3-PM-3 | Prepare Invoices to CITY specifications |

PHASE 3 – Final Design - Depot Building and Adjacent Civil Work

| Task 3-FD-1 | Preliminary Review DRB Meeting |
| Task 3-FD-2 | 65% Design |
| Task 3-FD-3 | 65% Review |
| Task 3-FD-4 | Final Review DRB Meeting |
| Task 3-FD-5 | 95% Design |
| Task 3-FD-6 | 95% Review |
| Task 3-FD-7 | 100% Design + Specifications |
| Task 3-FD-8 | Bid Package |
| Task 3-FD-9 | Final Review |
| Task 3-FD-10 | Finalize Bid Package |

PHASE 3 – Final Design - South La Patera Lane Infrastructure (drainage, sidewalk and bike lanes etc.)

| Task 3-FD-11 | 65% Design |
| Task 3-FD-12 | 65% Review |
| Task 3-FD-13 | 95% Design |
| Task 3-FD-14 | 95% Review |
| Task 3-FD-15 | 100% Design + Specifications |
| Task 3-FD-16 | Bid Package |
| Task 3-FD-17 | Final Review |
| Task 3-FD-18 | Finalize Bid Package |

PHASE 3 – Permits

| Task 3-P-1 | Secure City Project Development Permit |
| Task 3-P-2 | Secure other permits |
7.2 SCHEDULE
Attachment C to this RFP is the Project Schedule as developed by the CITY. The schedule is divided into three phases of work anticipated to be delivered by the successful consultant team. The TIRCP Grant funding for the Project has firm delivery requirements that construction begin as indicated on the attached schedule.

7.3 STANDARDS
- All deliverables must be prepared in accordance with the latest CITY, AASHTO, and Caltrans' regulations, policies, procedures, guidelines and standards and the State of California 2016 Building Code and 2016 Title 24 requirements for accessibility and energy.
- Building must meet LEED Silver Standards for certification.
- Storm drain and drainage inlet design and creek/channel work, must conform to CITY and Water Conservation Standard Conditions and Regional Water Quality Control Board Post-Construction Stormwater Requirements.
- All deliverables will comply with CITY, State and Federal regulations.
- All deliverables will be in English units.

7.4 COORDINATION WITH OTHERS
Coordination with the following entities (to varying degrees) will be required throughout the development of the Project:
- CITY Management Team
- LOSSAN Staff
- SBCAG Management Team
- AMTRAK
- City of Santa Barbara Airport (compliance with the Airport Land Use Plan)
- Santa Barbara Metropolitan Transit Agency (MTD)
- University of California Santa Barbara (UCSB)
8. WORK PERFORMED BY OTHERS

**Project Review:** Review and approval of all PROJECT deliverables will be performed by CITY, LOSSAN, SBCAG, AMTRAK. Submittals will first be submitted to CITY. CITY review will not serve as independent check for the work of the CONSULTANT. CONSULTANT will submit only products that have been given an internal QA/QC review by CONSULTANT prior to submittal to CITY.

**Site Surveying:** CITY will provide site surveying data for PROJECT area for use by CONSULTANT in development of Base Mapping (Task: 1-PD-1).

**Station Area Master Plan (SAMP):** CITY has secured the services of Rincon Consulting to prepare a Station Area Master Plan for the Goleta Train Depot Project. The Station Area Master Plan will provide guidance to CONSULTANT in finalization of Preliminary Design Options (Task 1-PD-2 and 3). The scope of the SAMP is included as Attachment B.

**Public Outreach.** CITY staff will provide any public outreach required for PROJECT.

**PHASE 1 – Electric Transit Buses:** The acquisition and implementation of Electric Transit Buses as identified in Phase 1 of the Project Schedule (see Attachment C to this RFP) will be the responsibility of SBCAG.
9. PROPOSAL FORMAT AND CONTENT REQUIREMENTS

9.1 PROPOSAL FORMAT
Proposals must not exceed the page limit using the specified font indicated in the Section 2 GENERAL PROPOSAL INFORMATION. Preparation of proposals, following these standards and including the described content, will allow information to easily be extracted for evaluation purposes. Proposals must include preparation of or detailed discussions regarding the following information:

9.2 TRANSMITTAL LETTER
Include Transmittal letter on the CONSULTANT’s letterhead and address to the CITY project manager, as indicated in Section 2 GENERAL PROPOSAL INFORMATION of this RFP. The letter should indicate the CONSULTANT’s basic understanding of the CITY’S needs and the CONSULTANT’s understanding of the work required. If an Addendum has been issued by the CITY, the CONSULTANT must acknowledge receipt of the Addendum in the Transmittal letter. The letter must be signed by an official or representative authorized to negotiate and contractually bind the CONSULTANT with the CITY.

9.3 UNDERSTANDING OF WORK TO BE DONE
Describe your understanding of the process and steps necessary to complete the services being requested by CITY for PROJECT. Include a discussion of all Tasks and include a Scope of Services document. Consultants are encouraged to identify any recommended modifications, clarifications or additions to the Scope of Services provided.

Include in this discussion any other tasks necessary that are not identified in Section 7 SCOPE OF SERVICES of this RFP.

9.4 PROJECT TEAM AND STAFF EXPERIENCE

Organizational Chart
Explain clearly the leadership structure for the scope of services being requested. Provide an organization chart that shows how the project manager will manage lines of communication between the team, CITY, key stakeholders, etc. Identify the Key Staff that will interact with the CITY. Provide brief resumes of the Key Staff and an explanation of the function each key person will perform. Key Staff must each have professional experience. Include the following statement on the organization chart: “Key Staff will be available for the full duration of the project. Key Staff will not be removed or replaced without the written consent of the CITY.”

Staff Experience with Similar Projects
Provide descriptions of similar projects that the proposed Key Staff have completed. The descriptions of similar projects should include:

- Project description and location;
- Description of services provided;
- Current status (i.e. active, completed, etc.);
- Relevant aspects of the project related to this RFP;
- Key personnel involved (certifications must be made available upon request); and,
- Client name, contact person, and his/her current telephone number and email address.
9.5  FINANCIAL RESPONSIBILITY

Project Management
Please provide detailed information regarding how the Project Manager will complete a successful project and manage costs responsibly. Include a RESOURCE ALLOCATION MATRIX AND COST PROPOSAL as described below:

Resource Allocation Matrix
Please include a resource allocation matrix of the CONSULTANT’s proposed project team including in rows a list of the tasks with descriptions for the PROJECT, and in columns the name and number of hours proposed per task for each team member proposed to provide each type of service.

Cost Proposal
Each respondent must submit in a separate sealed envelope accompanying each Proposal a cost proposal for all Phases of the Project. The cost proposal must include the CONSULTANT’s hourly rate schedule; and a resource allocation matrix with hourly rates for each team member, fee subtotals for each Task, and the total fee for all proposed services. The sealed cost proposal will not be opened until after selection of the successful consultant team.

9.6  UNDERSTANDING OF SCHEDULE

Provide language and an exhibit showing how the schedule will be managed and how “Project Important Dates” will be met. Consultants are encouraged to suggest modifications to the Project Schedule (Attachment B to this RFP) if it may benefit the delivery of the Project.

9.7 REQUIRED STATEMENTS

Prevailing Wage
Prevailing wages rates will be adhered to.

Duration
CONSULTANT must provide a brief statement affirming that the proposal terms will remain in effect for ninety (90) days following the date proposal submittals are due.

Agreement for Professional Services
CONSULTANT must review the sample agreement included as Attachment A to this RFP and acknowledge their acceptance of the terms of that agreement. A proposal failing to acknowledge acceptance of the sample Agreement for Professional Services will be considered nonresponsive and rejected without evaluation.

Individual Authorized to Negotiate the Contract
Provide us the name of the individual or individuals that are authorized by the firm’s owners or management to negotiate contract. A statement signed by the owners or authorized individual(s) will be required.

9.8  REFERENCES

Provide five Client references for work completed within the last five years. Include telephone number and email contact information.

End.
Attachment A – Professional Services Agreement
AGREEMENT FOR PROFESSIONAL <or> PROFESSIONAL DESIGN SERVICES
BETWEEN THE CITY OF GOLETA
AND
(Insert Name of CONSULTANT OR CONTRACTOR)

This AGREEMENT FOR PROFESSIONAL <or> PROFESSIONAL DESIGN SERVICES (herein referred to as “AGREEMENT”) is made and entered into this ______ day of ______, 20____, by and between the CITY OF GOLETA, a municipal corporation (herein referred to as ”CITY”), and (Insert CONSULTANT’S NAME), (Insert Legal Business Entity) (herein referred to as ”CONSULTANT”).

WHEREAS, the CITY has a need for professional (Insert Services to be provided) services for (Insert Project) Project; and

WHEREAS, the CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and

WHEREAS, the CITY procured these services in compliance with Goleta Municipal Code Section (Insert applicable Municipal Code Section) by (Insert selection process - open bid, short list, etc.).

WHEREAS, the City Council, on this _____ day of _______, 20___, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional (Insert services to be provided) Services in conjunction with (Insert City project name) Services shall generally include (Insert services to be provided) as more particularly set forth in the Scope of Work, attached as Exhibit “A,” and incorporated herein.
CONSULTANT shall deliver to CITY the deliverables defined in Exhibit “A.” <or> as follows: (If brief, list scope of work here).

3. COMPENSATION AND PAYMENT

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

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT’s Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until (Insert agreement expiration date), after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

(b) Payment. CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

4. EXTRA SERVICES

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

5. CITY PROJECT MANAGER AND SERVICES BY CITY

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

6. **TERM, PROGRESS AND COMPLETION**

   The term of this AGREEMENT is from the date first written above to (Insert agreement expiration date), unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

   CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within calendar days following the notice to proceed <or> according to the following schedule: <or> According to the schedule for delivery of services attached as Exhibit “C” and incorporated herein.

7. **OWNERSHIP OF DOCUMENTS**

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

8. **PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

   This AGREEMENT is for professional services which are personal to CITY. (Insert Consultant's Project Manager) is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager’s prior written consent.
9. HOLD HARMLESS AND INDEMNITY

LANGUAGE FOR PROFESSIONAL SERVICES (A-C):

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

(b) Defense and Indemnity of Third Party Claims/Liability. CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT’s officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT’s officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

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

LANGUAGE FOR PROFESSIONAL DESIGN SERVICES (A-C):

(a) Indemnification and Defense for Professional Service. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the CITY and any and all of its officials, employees and agents (“Indemnified Parties”) from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney’s fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement
of defense costs incurred by CITY in direct proportion to the CONSULTANT’s proportionate percentage of fault. CONSULTANT’s percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT’s percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT’s proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

(b) **For All Other Liabilities.** Notwithstanding the foregoing and without diminishing any rights of CITY, for any liability, claim, demand, allegation against CITY arising out of, related to, or pertaining to any act or omission of CONSULTANT, but which is not a design professional service, CONSULTANT shall defend, indemnify, and hold harmless CITY, its officials, employees, and agents (“Indemnified Parties”) from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the CITY, except for the sole or active negligence of, or willful misconduct of the CITY.

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

10. **INSURANCE**

CONSULTANT shall, at CONSULTANT’s sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

a) Insurance Services Office Commercial Liability coverage “occurrence” form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of $1,000,000 per occurrence and $2,000,000 in the aggregate.

b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of $1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider’s commercial general liability policy.
c) Workers’ Compensation insurance complying with California worker’s compensation laws, including statutory limits for workers’ compensation and an Employer’s Liability limit of $1,000,000 per accident or disease.

d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of $1,000,000 per claim and in the aggregate.

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

a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.

b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Coverage will not be limited to CITY’s vicarious liability.

c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

d) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.

e) Evidence of coverage (including the workers’ compensation and employer’s liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days’ prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.

f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT’s employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.

h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.

i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATIONSHIP OF CONSULTANT TO CITY

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

12. CORRECTIONS

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

13. TERMINATION BY CITY

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

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. WAIVER; REMEDIES CUMULATIVE

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

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

18. **CONSTRUCTION OF LANGUAGE OF AGREEMENT**

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

19. **MITIGATION OF DAMAGES**

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

20. **GOVERNING LAW**

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

21. **NONDISCRIMINATION**

CONSULTANT shall not discriminate on the basis of race, color, gender, gender identity/expression, pregnancy, sexual orientation, disability, marital status, or any other characteristic protected under applicable federal or state law.

22. **TAXPAYER IDENTIFICATION NUMBER**

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

23. **NON-APPROPRIATION OF FUNDS**

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

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

25. **USE OF THE TERM “CITY”**

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

26. **PERMITS AND LICENSES**

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

27. **CAPTIONS**

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

28. **AUTHORIZATION**

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

29. **ENTIRE AGREEMENT BETWEEN PARTIES**

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

30. **PARTIAL INVALIDITY**

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

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

TO CITY: Attention: Michelle Greene, City Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

TO CONSULTANT: (Insert Consultant’s Name & Contact information)

32. **COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES**

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

In concurrence and witness whereof, this AGREEMENT has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA  
_____________________________  
Michelle Greene, City Manager

CONSULTANT  
_____________________________  
By:  
Title:

ATTEST  

Deborah Lopez, City Clerk  
_____________________________  
By:  
Title:

APPROVED AS TO FORM  

_____________________________  
Winnie Cai, Assistant City Attorney
Attachment B – Station Area Master Plan Scope of Work
December 20, 2018
Project No: 18-06963

Jaime Valdez
Senior Project Manager
City of Goleta
130 Cremona Drive
Suite B
Goleta, CA 93117
Via email: jvaldez@cityofgoleta.org

Subject: Proposal for the preparation of the Goleta Train Station Area Master Plan and associated public outreach services

Dear Mr. Valdez:

Rincon Consultants, Inc. (Rincon) is pleased to submit this proposal to assist with the preparation of the Goleta Train Station Area Master Plan and provide public outreach services, for improvements to the Goleta Train Station located at 27 South La Patera Lane, Goleta, California, 93117. This revised proposal supersedes our prior proposal dated December 14, 2018. Our understanding of the project is based on the City’s 2018 California Transit and Capital Rail Capital Program Application (TRICP), and a conference call held with representatives from Rincon Consultants and the City of Goleta on December 4, 2018.

Based on the information received, it is our understanding that the project would involve the preparation of a Station Area Master Plan that will facilitate the construction of a multi-modal train station at the existing Amtrak platform, with the intent to increase rail ridership and reduce Greenhouse Gas (GHG) emissions in the City of Goleta. A public outreach program will be undertaken to solicit input from the general public on the plan. The project represents a portion of a 2018 Transit and Intercity Rail Capital Program (TIRCP) grant that was awarded to the Santa Barbara Association of Governments (SBCAG) and the City of Goleta earlier this year.

The Station Area Master Plan will focus on the station and land located within a 1 mile radius of the station. The Master Plan will focus on the train station’s potential as a multi-modal hub, and the accessibility and connection improvements required to achieve this goal. Connections to the University of California, Santa Barbara (UCSB) and existing Santa Barbara Metropolitan Transit District (MTD) bus routes will be essential to the future success of the train station, and will be discussed in the Station Area Master Plan. There are no land use or zoning changes proposed as part of the project, although the Station Area Master Plan will discuss the potential for transit oriented development (TOD) in the vicinity.

Rincon has partnered with Steer (formerly Steer Davies Gleave) on this work effort. Rincon and Steer are both part of a multi-disciplinary team currently working together to develop a Transit Oriented Specific Plan for the City of Compton around Metro’s Artesia Blue Line Station. The partnership proposed herein will ensure a comprehensive planning approach that addresses existing deficiencies and community needs, while providing realistic, implementable solutions.
Scope of Work

Task 1 – Project Kickoff

Within one week of authorization to proceed, Rincon staff will organize a kickoff meeting via teleconference with City staff, and Steer Group, to review and finalize study objectives, confirm assumptions, clarify any outstanding scope issues, determine the availability of data and collect data and electronic resources, determine the format and structure of the Station Area Master Plan, confirm our approach to the environmental evaluation, fine-tune the overall project schedule, and establish an operational protocol. This step will enable Rincon to better focus the scope of the study.

Task 2 – Data Collection and Opportunities / Constraints Assessment

Rincon and Steer will gather information necessary for completing the transportation element of the Station Area Plan. This information includes but is not limited to:

- Identification of design vehicles for transit, fire, and utilities;
- Inventory of transportation facilities accessing the station area (e.g., sidewalks, bike facilities, ADA, street geometrics, etc.);
- Analysis of projected increases in business growth in and around Goleta;
- Current and future plans for active transportation improvements;
- Current and future plans for transit service to/from and around the train station;
- Potential Union Pacific track and platform modifications to accommodate increase in Amtrak Pacific Surfliner service frequency;
- Existing connections between the train station and the Santa Barbara Municipal Airport;
- Ridership projections by mode of access;
- Analysis of Complete Streets projects in Goleta;
- Low Impact Development (LID) methods with respect to transportation facilities; and
- Street and parking design standards.

After reviewing the collected information, Rincon and Steer will identify any substantive opportunities and constraints that affect the preparation of the Station Area Plan and the current conceptual train station design.

Task 3 - Review, Assessment and Recommendations for Station Transportation Improvements

Task 3.1 - Station On-Site Access and Circulation System

Steer will review the on-site conceptual plans for the train station with respect to multimodal access and circulation for the areas listed below. Steer’s licensed traffic engineers will review for conformance with federal, state, and local standards (as applicable).

- Bicycle Access, Storage and Rental Facilities
Bicycle connections to/from S. La Patera Lane and internal circulation to on-site bicycle storage (racks, lockers and rental facility) identifying conflict areas and areas where bicyclist must dismount and walk bikes.

Review and/or identify locations for proposed bike racks and lockers with respect to accessibility and potential modal conflicts.

Identify alternative locations (or facility replacement) for a potential Bikeshare station as proposed in the South Coast Bike Share Program.

Transit and Shuttle Vehicle Access, Circulation, and Stops

Review access and circulation for all anticipated transit bus and shuttle vehicles including turning movements (using AutoTurn to test design vehicle turning requirements throughout site), areas of conflict, adequacy of bus stop length and transitions, turnaround design, accommodation for bus staging and layovers, and required traffic control.

Review and recommend passenger waiting and boarding areas for ADA requirements and amenities based on ridership projections.

Review site for ability to accommodate growth in service or additional services.

Fire/Emergency Vehicle Access and Circulation

Analyze site for emergency vehicle access and circulation based on the design vehicles and number of vehicles scenario identified by the fire department.

Passenger Vehicle Circulation and Parking

Review site for passenger car access, circulation, parking accessibility, and loading areas based on modal projections for the site.

Review needs for traffic control and ways to avoid modal conflicts.

Estimate adequacy of short-term and long-term parking supply based on realistic mode split demand estimates. Identify opportunities for structured parking (footprint and access points) over the life of the station.

Review areas for private/corporate shuttles, police, transit supervisor and other ancillary site-related parking requirements.

Following Steer’s review of the conceptual plans, they will provide comments and information to Rincon in the form of a memorandum. Information contained in this memorandum will be utilized to inform the Station Area Master Plan.

Task 3.2 - Review of Station Off-Site Access and Circulation Improvements

Steer will review any available off-site conceptual plans for the area surrounding the train station with respect to multimodal access and circulation for the areas listed below. Steer’s licensed traffic engineers will review for conformance with federal, state, and local standards (as applicable).

Pedestrian Access

Review the proposed pedestrian improvement for South La Patera Lane and its intersection with Hollister Avenue for adequacy, safety, ADA conformance and traffic control, including crossings.
Review the City of Goleta’s plans for active transportation improvements for possible revisions to plans based on the Station Area Plan.

Bicycle Access

Review the existing and planned City of Goleta bicycle network with a particular focus on transitioning bicyclists to the train station which might include the need for bicycle traffic control devices at the intersection of Hollister Avenue and South La Patera Lane such bicycle left turn lanes, bicycle signal detection, etc.

Review the City of Goleta’s plans for active transportation improvements for possible revisions to plans based on the Station Area Master Plan.

Vehicular Access

Steer will conduct a cursory review of vehicular access to the train station using public streets to identify issues such as conflicts, potential traffic capacity issues, and turn bay length adequacy. This task does not include any type of traffic analysis or level of service calculations as this will be part of the subsequent environmental review.

Following Steer’s review of the conceptual plans, they will provide comments and information to Rincon in the form of a memorandum. Information contained in this memorandum will be utilized to inform the Station Area Master Plan.

Task 3.3 - Review of Station Connections

Expanding upon the review and analysis proposed during Task 2, Steer and Rincon will review existing connections with respect to potential for increases in commuter rail service for the areas listed below. Steer’s licensed traffic engineers will review for conformance with federal, state, and local standards (as applicable).

Connections to Downtown Goleta

Steer and Rincon will analyze the Complete Streets project currently underway for Old Town Hollister, given the potential for retail gentrification and increases in tourism.

Employment Connections

Examine existing connections to employment centers via existing MTD and/or independent shuttles.

Airport Access

Analyze the Santa Barbara Municipal Airport, including destinations and communities currently served by the airport, and the potential to serve a larger regional base. Examine existing connections to the airport, and make recommendations regarding future shuttle service between the train station and the airport.

UCSB Access

Review existing connections between the train station and UCSB and make suggestions on how to best accommodate students.
Task 4 - Public Outreach

Rincon Consultants will be responsible for implementing this task, in coordination with Steer Group. The outreach will consist of an internal workshop, community meetings and the development of a brief online survey tool to solicit input on mobility and multi-modal needs in and around the Goleta Train Station.

Task 4.1 – Internal Workshop

Per the TIRCP application, Rincon will attend a joint City of Goleta/City of Santa Barbara internal project workshop, which will be led by the City of Goleta. Rincon will work with the City’s Public Information Officer (PIO) to ensure that the meeting is effective. During this workshop, staff will identify development objectives and goals for the train station and the area surrounding the station. Rincon will utilize this information to inform the Station Area Master Plan, and to focus future community meetings.

Task 4.2 – Community Meetings

Rincon, with Steer’s assistance, will coordinate and attend two community meetings to seek input on objectives and needs for the Goleta Train Station and Station Area Master Plan. To ensure future success of the Station Area Master Plan, it is important to obtain input from underserved communities to determine what services and amenities would encourage additional ridership. Rincon proposes two community meetings, to be held in the evening, approximately 2 weeks apart.

Task 4.3 – Stakeholder Meetings

Rincon, with Steer’s assistance, will also coordinate its work with the appropriate stakeholders to obtain necessary input, feedback, standards, and requirements. Separate meetings with staff from UCSB and the Santa Barbara Municipal Airport will be set up to obtain feedback on Additional stakeholders including Santa Barbara County Association of Governments (SBCAG), Santa Barbara MTD, and Amtrak, will be invited to attend one of the community workshops and will be able to provide additional input via the online survey tool.

Task 5 - Station Modifications Related to Potential Union Pacific Track/Platform Modifications to Accommodate Increase in Amtrak Pacific Surfliner Service Frequency

As identified in the letter of support for the train station improvements from Union Pacific, an increase in Amtrak’s Pacific Surfliner service may require railroad layover modifications that might affect the current improvement plans. Steer, with Rincon’s assistance, will assist in developing alternate site layouts for access and circulation as required by the client.

Task 6 - Preparation of Goleta Train Station Area Master Plan

After all data has been gathered and analyzed (under Tasks 2 and 3), Rincon will prepare the Goleta Train Station Area Master Plan. The Station Area Master Plan will include a discussion and supporting exhibits that detail development plans, multi-modal access recommendations, infrastructure and services, and implementation. Steer will assist with the preparation of the Station Area Master Plan via the preparation of the transportation element, including graphics, maps, charts and text. The Station
Area Master Plan will not include a land use constraints analysis, although it will discuss the potential for transit oriented development (TOD) in the vicinity.

Rincon anticipates the preparation of two versions (Draft and Final) of the Station Area Master Plan, and will provide both versions to city staff in pdf format. No hard copies will be provided, unless requested by city staff, in which case this proposal will be adjusted accordingly.

Comments received by City of Goleta staff on the Draft Station Area Master Plan, will be reviewed by Rincon and Steer, and incorporated into the Final version of the Station Area Master Plan. Following the public outreach described in Task 4, Rincon and Steer will prepare responses to one round of comments from stakeholders and the community for review by the client, and will integrate the responses, as appropriate, into the Final Goleta Train Station Area Master Plan. A pdf document containing just the responses will also be provided to city staff.

Project Team

Rincon has technical expertise in a range of technical issue areas, and so has the ability to cover most issues in-house. Moreover, for most issue areas, we have “redundant” expertise in-house, which means we generally are not reliant on a specific individual to address any specific issue of concern. In the event that Rincon lacks the staffing to address a specific technical issue, we have access to many technical experts in a range of fields that can augment Rincon's team for individual assignments. Project team responsibilities for our proposed key personnel are provided below and brief resumes can be provided upon request.

<table>
<thead>
<tr>
<th>Staff Member</th>
<th>Title</th>
<th>Role - Area of Specialty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rincon</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Richard Daulton, MURP</td>
<td>Principal</td>
<td>Contract Administrator/Principal-in-Charge</td>
</tr>
<tr>
<td>Brenna Weatherby, MCP</td>
<td>Planning and Entitlement Specialist</td>
<td>Project Manager</td>
</tr>
<tr>
<td>Melissa Whittemore</td>
<td>Senior Planner</td>
<td>Planner/Public Outreach</td>
</tr>
<tr>
<td>Ryan Russell</td>
<td>Associate Planner</td>
<td>Planning Assistance</td>
</tr>
<tr>
<td>Steer Group</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lisa Buchanan</td>
<td>Head of Planning</td>
<td>Project Director</td>
</tr>
<tr>
<td>James Daisa, PE</td>
<td>Associate Director</td>
<td>Project Manager</td>
</tr>
<tr>
<td>Mary Riemer</td>
<td>Senior Consultant</td>
<td>Engagement/Multimodal Assessment</td>
</tr>
<tr>
<td>Iain Conway</td>
<td>Principal Consultant</td>
<td>Transportation Assessment</td>
</tr>
</tbody>
</table>

Schedule

The estimated schedule for preparation of the Goleta Train Station Area Plan is provided graphically below. This schedule will be finalized during Task 1.1, which is described above. Rincon understands that the City would like to maintain an aggressive schedule, and Rincon is committed to providing project deliverables to the City within the agreed upon timeframe. However, the ability to meet this schedule
depends on City staff review times, timely receipt of technical information, and staff’s direction on addressing unanticipated issues that may arise during the process.

**Cost**

Rincon will prepare the Goleta Train Station Area Plan and associated public outreach in accordance with the above scope of work for a cost not to exceed $149,916. The table shown on the following page provides a breakdown of hours per task. Optional tasks are also included in the cost estimate shown.
All of the terms of this proposal are fully negotiable to meet the needs of the City. This proposal is valid for a period of 30 days, during such time all questions may be directed to Richard Daulton, MURP, Principal/Vice President.

We appreciate the opportunity to assist the City of Goleta with this assignment. If you have any questions regarding this submittal, please do not hesitate to contact us.

Sincerely,

Rincon Consultants, Inc.

Richard Daulton, MURP
Principal/Vice President

Brenna Weatherby, MCP
Planning and Entitlement Specialist
Attachment C – Project Schedule
### Goleta Train Depot Project - Project Schedule

**Updated: 01-17-19**

<table>
<thead>
<tr>
<th>ID</th>
<th>Task Name</th>
<th>Duration</th>
<th>Start</th>
<th>Finish</th>
<th>Predecessors</th>
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<tr>
<td>43</td>
<td>PHASE 1 - Preliminary Environmental</td>
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<td>Mon 10/14/19</td>
<td>Fri 2/24/20</td>
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<tr>
<td>44</td>
<td>Prepare APE and Project Description per CEQA</td>
<td>40 days</td>
<td>Mon 10/14/19</td>
<td>Fri 12/6/19</td>
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<td>45</td>
<td>Review/Approval of APE and Project Description of Environmental Document</td>
<td>20 days</td>
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<td>Fri 1/3/20</td>
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<td>Drainage Study</td>
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<td>Visual Impact Report</td>
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<td>Fri 4/24/20</td>
<td>45</td>
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<tr>
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<td>51</td>
<td>ISA</td>
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<td>45</td>
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<tr>
<td>52</td>
<td>NES</td>
<td>80 days</td>
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<td>Fri 4/24/0</td>
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<tr>
<td>53</td>
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<td>Fri 4/24/20</td>
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**PHASE 2 WORK**

- **PHASE 2 - Project Management**
  - 403 days | Mon 8/19/19 | Wed 3/3/21
- **Manage Phase 1 Work Program**
  - 403 days | Mon 8/19/19 | Wed 3/3/21

**PHASE 2 - Funding**

- **PHASE 2 - Funding Allocation Request/Approval for Completion of Preliminary Design & Environmental Document**
  - 40 days | Mon 8/19/19 | Fri 10/11/19
- **PHASE 2 - Funding Allocation Approval by CTC**
  - 0 days | Fri 10/11/19 | Fri 10/11/19

**PHASE 2 - Preliminary Design**

- **Finalize 35% Development Plans for Depot Building and Adjacent Civil Work**
  - 60 days | Mon 10/14/19 | Fri 1/3/20 | 37,63
- **Finalize 35% Plans for South La Patera Lane Infrastructure**
  - 60 days | Mon 10/14/19 | Fri 1/3/20 | 37,63
- **Review/Approval of 35% Development Plans**
  - 20 days | Mon 1/6/20 | Fri 1/31/20 | 67,66

**PHASE 2 - Environmental Document**

- **Prepare Admin Environmental Document under CEQA**
  - 60 days | Mon 4/27/20 | Fri 4/8/21 | 54,68
- **Review of Environmental Document**
  - 15 days | Mon 7/20/20 | Fri 7/30/20 | 71
- **Prepare updated Draft Environmental Document**
  - 10 days | Mon 8/10/20 | Fri 8/21/20 | 72
- **Review of updated Draft Environmental Doc**
  - 10 days | Mon 8/24/20 | Fri 9/4/20 | 73
- **Finalize Draft Environmental Document**
  - 10 days | Mon 9/7/20 | Fri 9/18/20 | 74
- **Noticing**
  - 10 days | Mon 9/21/20 | Fri 10/2/20 | 75
- **Public Review of updated Draft MND**
  - 24 days | Mon 10/5/20 | Thu 11/5/20 | 76
- **Prepare Draft Final Environmental Document**
  - 40 days | Mon 11/6/20 | Thu 12/31/20 | 77
- **Review of Draft Final Environmental Document**
  - 15 days | Mon 1/1/21 | Thu 1/21/21 | 78
- **Prepare Final Environmental document**
  - 5 days | Mon 1/22/21 | Thu 1/28/21 | 79
- **Planning Commission Approval of CEQA**
  - 30 days | Fri 1/29/21 | Thu 3/11/21 | 80
- **Preparation and Approval of NEPA Document**
  - 20 days | Fri 3/12/21 | Thu 4/8/21 | 81

**All Technical Studies Complete**

- 429 days | Mon 8/19/19 | Thu 4/8/21

**Prepare Admin Environmental Document under CEQA**

**Review/Approval of APE and Project Description of Environmental Document**

**Prepare Draft Final Environmental Document under CEQA**

**Review of Draft Final Environmental Document under CEQA**

**Prepare Final Environmental document under CEQA**

**Planning Commission Approval of CEQA**

**Preparation and Approval of NEPA Document**

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By: com3 consulting

Print Date: Thu 1/17/19
Goleta Train Depot Project - Project Schedule
Updated: 01-17-19

SBCAG / CITY OF GOLETA

By: com3 consulting
Print Date: Thu 1/17/19

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