

City of Carpinteria
City Council Regular Meeting Agenda
Monday, February 25, 2013
Council Chamber, 5775 Carpinteria Avenue

5:30 p.m. Regular Session

INFORMATION ABOUT CITY COUNCIL MEETINGS:

- The time at which an item on the agenda is scheduled to be heard is an estimate only. The City Council may consider and act on an agenda item in any order it deems appropriate. In addition, an item may be considered earlier or later than the Estimated Time, depending on the length of time which is devoted to other agenda items. All persons interested in an item listed on the agenda are advised to be present throughout the meeting to ensure that they are present when the item is called.
- The regular meeting will be broadcast live over Government Access Television Channel 21. The City Council meetings will be rebroadcast on Wednesdays at 8:00 p.m. and Saturdays at 5:00 p.m.
- Materials related to an Agenda item submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 5775 Carpinteria Avenue, Carpinteria, during normal business hours. Such documents are also available on the City of Carpinteria website at www.carpinteria.ca.us subject to staff's ability to post the documents before the meeting.
- Any written or printed material and/or exhibits presented at a City Council meeting or work session become the property of the City.
- Any information presented to the City Council by the public on any agenda item and during Public Comment using electronic media to be displayed on the overhead projector must be arranged with staff for review of materials in advance of the meeting and no later than Friday prior to the Council meeting.
- As a courtesy to others and to avoid interference with the public address system, please refrain from using cell phones in the Council Chambers and please turn off all audible pagers and rings.
- If you wish to speak on a matter scheduled for consideration in a closed session, you will have an opportunity to address the City Council before the Council retires to its closed session deliberations.

**ESTIMATED
TIME:**

5:30 p.m. **CALL TO ORDER**

ROLL CALL

PLEDGE OF ALLEGIANCE

5:32 p.m. **INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS**

1. Proclamation Designating March 14, 2013 as California Arbor Day in the City of Carpinteria.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

5:35 p.m. **CITY MANAGER'S REPORT**

The City Manager will report to the City Council regarding various City and/or community events and/or matters of interest. There will be no City Council discussion except to ask questions or refer matters to staff; and no action will be taken unless listed on a subsequent agenda.

5:40 p.m. **PRESENTATIONS BY CITIZENS/PUBLIC COMMENT**

This is a time for public comments on matters not otherwise on the agenda but within the subject matter jurisdiction of the City Council. The Public Comment period is limited to 15 minutes and divided among those persons desiring to speak. No person shall speak longer than three minutes; however, the Mayor may establish shorter periods based on the time available and/or the number of persons waiting to speak. Persons wishing to speak on a specific item will be recognized at the time the agenda item is considered.

Please be aware that items on the consent calendar are considered to be routine and are normally enacted by one unanimous vote of the Council. If you wish to speak on a consent calendar item, or on a matter scheduled for consideration in a closed session at the end of the agenda, please do so during the Presentations by Citizens/Public Comment portion of the meeting.

The City and the City Council are not responsible for the content of statements made during the public comment period, or the factual accuracy of any such statements.

AGENDA MODIFICATIONS: The City Council may modify the regular agenda by tabling items, adding urgency items to the agenda, or changing the order in which items are considered. Changes to the Consent Calendar are considered at the time the Consent Calendar is considered.

5:55 p.m.

CONSENT CALENDAR (to be approved by roll call vote on one motion with all resolutions and ordinances as read by title only). Individual items may be removed and considered separately at the request of a Councilmember. Any item, which is removed from the Consent Calendar, will be added to the end of the agenda under Other Business.

2. Minutes of the regular meeting held February 11, 2013.
3. Expenditures for the period ending February 20, 2013.
4. Ratification of Resolution No. 5440 entitled, A Resolution of the City Council of the City of Carpinteria Commending and Thanking Geoff Banks for his Approximate 35 Years of Service to the City of Carpinteria and Congratulating him on his Retirement.
5. Ratification of Resolution No. 5442 entitled, A Resolution of the City Council of the City of Carpinteria Commending and Thanking Wade Nomura for his Service to the City of Carpinteria as a Member of the Architectural Review Board from 1995 to 2012.
6. Ratification of Resolution No. 5443 entitled, A Resolution of the City Council of the City of Carpinteria Commending and Thanking Fred Shaw for his Service to the City of Carpinteria as a Member of the Mobile Home Park Rent Review Board from 2007 to 2012.
7. Tenth Amendment to the Employment Agreement for the City Manager, Effective February 25, 2013.
8. 2012 South County Energy Efficiency Partnership Agreement Extension.

ADMINISTRATIVE MATTER:

6:00 p.m.

9. Orchard to Ocean Special Event Permit

Recommendation: That Council consider a request from the Carpinteria Education Fund for the City of Carpinteria to support the 21st Annual "Orchard to Ocean" event and direct staff as determined appropriate.

Staff presenter: Erin Maker, Environmental Coordinator

- a. Staff Report
- b. Public Comment
- c. City Council Determination

OTHER BUSINESS:

- 6:05 p.m. 10. Linden Avenue & Casitas Pass Road Interchanges Project – Initiation of the City of Carpinteria Local Coastal Plan Amendment and Development Review Process

Recommendation: That the City Council initiate Local Coastal Program Amendments and the City of Carpinteria Development Review and Permitting Process for the Linden Avenue – Casitas Pass Road Interchanges and Via Real Extension Project.

Staff presenter: Charles Ebeling, Public Works Director/City Engineer/Traffic Engineer and Jackie Campbell, Community Development Director

- a. Staff Report
- b. Public Comment
- c. City Council Determination

- 6:25 p.m. 11. Award for Construction Contract of City Maintenance Project No. 15003, El Carro Sidewalk Maintenance In-fill Project (Phase 2) to Shaw Contracting, Inc.

Recommendation: That the City Council:

- a. Receive the staff report.
- b. Hear any verbal debate on verbal protest (if any).
- c. Authorize the Mayor to sign the contract for Maintenance Project No. 15003, El Carro Lane Sidewalk Maintenance In-fill Project Phase 2.
- d. Approve a project budget of \$151,725.00.
- e. Award the Contract to the recommended contractor.

Staff presenter: Charles Ebeling, Public Works Director/City Engineer/Traffic Engineer

- a. Staff Report
- b. Public Comment
- c. City Council Determination

- 6:45 p.m. 12. Award of Engineering Services Contract to further the Design of the Carpinteria Rincon Trail

Recommendation: Authorize the City Manager to execute a Professional Design Services Contract with Bengal Engineering, Inc. in the amount not to exceed \$150,000.00.

Staff presenter: Matt Robert, Parks and Recreation Director

- a. Staff Report
- b. Public Comment
- c. City Council Determination

7:05 p.m. **COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS
PRESENTED BY COUNCILMEMBERS**

Informational reports from Councilmember representatives on the committees, commissions and organizations listed below. This is also an opportunity for Councilmembers to request information from staff or seek support from fellow Councilmembers for future agenda items.

1. Representatives to Regional Agencies and Committees

- a. Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) (Shaw/Alt. Carty)
- b. California Joint Powers Insurance Authority (CJPIA) (Clark/Alt. Shaw)
- c. Channel Counties Division, League of California Cities (Nomura/Alt. Shaw)
- d. Santa Barbara Association of Governments (SBCAG) (Clark/Alt. Nomura)
- e. Santa Barbara County Air Pollution Control District (APCD) (Clark/Alt. Nomura)
- f. Santa Barbara Joint Housing Task Group (Carty & Shaw)
- g. Central Coast Collaborative on Homelessness (C3H) (Carty)
- h. South Coast Task Force on Youth Gangs Leadership and Executive Council (Carty & Clark)

2. Joint and Special Committees

- a. City Council/Chamber of Commerce Board of Directors Committee (Carty & Nomura)
- b. City Council/Public Safety Committee (Clark & Shaw)
- c. City Council/School Board Committee (Stein & Carty)
- d. City Council/Utilities Committee (Stein & Nomura)
- e. City Council/First District Supervisor Committee (Stein & Carty)

3. Ad Hoc Committees

- a. Budget Committee (Stein & Clark)
- b. Public Facility Site Acquisition/Development Committee
(Carty & Nomura)
- c. Transportation Committee (Stein & Shaw)

4. City Representatives on other Committees

- a. Community Media Access Center (Gary Dobbins)
- b. Santa Barbara Coastal Vector Control District (Ronald Hurd)
- c. Santa Barbara Metropolitan Transit District (Chuck McQuary)

7:10 p.m.

ADJOURNMENT

The next regular meeting to be held on **Monday, March 11, 2013**, at **5:30 P.M.**, in the Council Chamber, City Hall, 5775 Carpinteria Avenue, Carpinteria, California.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the City Clerk's Office at 684-5405, extension 403 or the California Relay Service at (866) 735-2929. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements for accessibility to this meeting.

This agenda was posted on Thursday, February 21, 2103, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.

PROCLAMATION

A PROCLAMATION OF THE CARPINTERIA CITY COUNCIL DESIGNATING THURSDAY, MARCH 14, 2013 AS CALIFORNIA ARBOR DAY IN THE CITY OF CARPINTERIA

WHEREAS, in 1872, the first Arbor Day was observed in Nebraska as a special day set aside for the planting of trees and to recognize the importance of trees in our daily lives; and

WHEREAS, March 14, 2013 has been designated as California Arbor Day and April 26, 2013 as National Arbor Day; and

WHEREAS, the City of Carpinteria recognizes the importance of trees in our daily lives as a source of beauty and comfort in the community by improving neighborhood appearance, creating a better living environment, affecting the weather by providing shade, heat reflection and wind protection, and improving air quality and contributing to energy conservation; and

WHEREAS, to promote community awareness and understanding of the importance of trees, a tree-planting ceremony will be held on California Arbor Day, Thursday, March 14, 2013, at El Carro Park in the City of Carpinteria.

NOW, THEREFORE, I, Brad Stein, Mayor, on behalf of the Carpinteria City Council, do hereby proclaim March 14, 2013 as "CALIFORNIA ARBOR DAY" in Carpinteria and urge all citizens to recognize the importance of trees and participate in the ceremony at El Carro Park.

IN WITNESS THEREOF, I have hereunto set my hand and caused the official seal of the City of Carpinteria, California, to be affixed this 25th day of February 2013.

J. Bradley Stein, Mayor

ATTEST:

Fidela Garcia, City Clerk

**City of Carpinteria
City Council Minutes
Regular Meeting
Council Chambers
Monday, February 11, 2013**

CALL TO ORDER

The meeting was called to order by Mayor Stein at 4:01 p.m.

ROLL CALL

Councilmember Wade Nomura, Councilmember Fred Shaw, Vice Mayor Gregg Carty, and Mayor J. Bradley Stein were present. Councilmember Al Carty was absent

CLOSED SESSION

Mayor Stein recused himself from Closed Session Item 1 due to his being employed by Southern Pacific Railroad.

Beth Collins-Burgard, Deputy City Attorney, announced that the City Council would temporarily adjourn to a Closed Session for the purpose of the following items:

1. a) Conference with Real Property Negotiator(s) – Government Code Section 54956.8

Property: Assessor's Parcel No. 004-105-01. Property located on Linden at the railroad.

Property Owner: Southern Pacific Railroad Corporation

Negotiating Parties: Matt Roberts, Parks and Recreation Director; Jackie Campbell, Community Development Director; John Thornberry, Administrative Services Director; and Beth Collins-Burgard and Dylan Johnson, Deputy City Attorneys.

Under Negotiation: price and/or terms of payment.

- b) Public Employee Performance Evaluation – Government Code Section 54957

Title: City Manager Dave Durflinger

PUBLIC COMMENT ON CLOSED SESSION MATTERS

No public comment was heard.

TEMPORARY ADJOURNMENT TO CLOSED SESSION

The City Council recessed to Closed Session at 4:03 p.m.

Councilmember Al Clark arrived at 4:15 p.m.

CALL BACK TO ORDER

The meeting was called to order by Mayor Stein at 5:35 p.m.

Peter Brown, City Attorney, reported that there was no reportable action from the Closed Session Items.

ROLL CALL

Councilmembers present:

Councilmember Al Clark
Councilmember Wade Nomura
Councilmember Fred Shaw
Vice Mayor Gregg Carty
Mayor J. Bradley Stein

Staff members present:

Dave Durflinger, City Manager
Peter Brown, City Attorney
Fidela Garcia, City Clerk
Charlie W. Ebeling, Public Works Director/City Engineer/Traffic Engineer
Shanna Farely-Judkins, Assistant Planner
Jackie Campbell, Community Development Director

PLEDGE OF ALLEGIANCE

All present were led in the salute to the flag by Mayor Stein.

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS:

Mayor Stein reported that Bob Hansen, who was very involved in restoring the creeks, passed away during the weekend. He stated that he would adjourn the meeting in Mr. Hansen's memory.

2. Presentation to Chief Banks congratulating him on his retirement from Law Enforcement and for providing 35 years of Service to the City of Carpinteria.

Mayor Stein presented a resolution to Chief Bank acknowledging his retirement and for providing 35 years of law enforcement services to the City of Carpinteria. Chief Banks thanked the City Council, City staff, and City residents for this recognition. He acknowledged his children Matthew, Lindsey, Ashley, and Rebecca, and his wife Terri. He also acknowledged his coworkers and stated that he would be leaving the City in good hands.

4. Presentations to Outgoing Architectural Review Board Member Wade Nomura and Mobile Home Park Rent Review Board Member Fred Shaw in Recognition of Service.

Mayor Stein presented a resolution to Fred Shaw in recognition of his service on the Mobile Home Park Rent Review Board.

Mayor Stein presented a resolution to Wade Nomura in recognition of his service on the Architectural Review Board.

3. Annual Presentation and Status Report by Santa Barbara Metropolitan Transit District (MTD).

Sheri Fisher, General Manager of Santa Barbara Metropolitan Transit District (MTD), acknowledged Jerry Estrada, Assistant General Manager, and members of the Board of Directors Chuck McQuary and Dick Weinberg. She and Mr. Estrada presented a PowerPoint presentation of the MTD's Annual Report.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS: NONE

CITY MANAGER'S REPORT:

- Construction work continues in the El Carro Park area. Phase 2 will begin in late March.
- Carpinteria Water District also conducting construction activities in the El Carro Park area and there may be some disruption of water service during this time.
- Construction activities have begun on back stop improvements to the Little League Field.

Jackie Campbell, Community Development Director, announced that pets available for adoption include a male dog named Wesley and a female cat. She also announced that a male Boston Terrier dog was found at the high school and is being housed at Dr. Smith's Animal Clinic.

PRESENTATIONS BY CITIZENS/PUBLIC COMMENT:

Lisa Guravitz invited the community to a health care forum on February 25 at the Women's Club at 7:00 p.m.

Patricia Bartoli-Wible, representing Southern California Edison, provided an update regarding upcoming local construction activities and activities at the San Onofre power plant.

AGENDA MODIFICATIONS: NONE

CONSENT CALENDAR

Motion by Councilmember Clark, seconded by Councilmember Shaw, to approve the Consent Calendar with the resolutions as ready by title only.

Upon voice vote, motion carried.

5. Minutes of the regular meeting held January 28, 2013.
6. Expenditures for the period ending February 6, 2013.
7. Ratification of Resolution No. 5430 entitled, A Resolution of the City Council Commending and Congratulating Andrea Delgado Upon Being Named Junior Carpinterian of the Year for 2012.
8. Ratification of Resolution No. 5431 entitled, A Resolution of the Carpinteria City Council Commending and Congratulating Louis J. Panizzon Upon Being Named Carpinterian of the Year for 2012.

ADMINISTRATIVE MATTER:

9. Appointments to the Various City Council Advisory Groups

Recommendation: Appoint representatives to the Planning Commission, Architectural Review Board, Parking and Business Improvement Area Advisory Board, Bluffs Management Advisory Board, Tree Advisory Board, Mobile Home Rent Stabilization Board, Carpinteria First Committee and Integrated Pest Management Advisory Committee.

Dylan Chappel introduced himself and stated that he is a resident and local architect.

Amy Orozco spoke in support of the appointment of Dylan Chappel to the Architectural Review Board.

Al Orozco spoke in support of the appointment of Dylan Chappel to the Architectural Review Board.

Mayor Stein noted that Peter Winn recently resigned from the Tree Advisory Board and an application was received to potentially fill this vacancy. He noted that the City Council was seeking a landscape architect to fill the vacancy on the Architectural Review Board and the four current Board members had reapplied. He nominated Rachelle Gahan to fill the vacancy on the Architectural Board, Arthur Willner to fill the vacancy the Parking and Business Improvement Area Advisory Board, Kelly Skumautz to fill the vacancy on the Bluffs Advisory Board, Catherine Overman and Daniel Trevor to fill vacancies on the Mobile Home Rent Stabilization Board, Julie Broughton to fill the vacancy on the Tree Advisory Board, Lauren Wilson (Chamber Rep), Shannen A. Gibbs and Greg Fehr to fill the vacancies on the Carpinteria First Committee and Mary Ann Rajala to fill the vacancy on the Integrated Pest Management Advisory Committee.

Motion by Councilmember Clark, seconded by Councilmember Nomura, to adopt Resolution Nos. 5432, 5433, 5434, 5435, 5436, 5437, 5438, and 5439, as read by title only, approving the appointments to City Boards, Commissions, and Committees as discussed.

Vice Mayor Carty acknowledged all Board members, Commissioners, and Committee members for their continued service. Councilmember Shaw spoke in support of appointing a landscape architect to the Architectural Review Board. Councilmember Nomura thanked Dylan Chappel for coming forward and applying for the Architectural Review Board. Councilmember Clark thanked everyone who applied and those who have been serving.

Upon voice vote, motion carried.

PUBLIC HEARING:

10. Linden Avenue & Casitas Pass Road Interchanges Project – Authorization to Execute a Freeway Agreement with California Department of Transportation and Presentation of Soundwall Information

Recommendation:

- a. Adopt Resolution No. 5441 authorizing the execution of a Freeway Agreement with the State of California Department of Transportation for the Linden Avenue and Casitas Pass Road Interchanges Project.
- b. Receive information on the location of proposed soundwalls that will be constructed in association with the Project.

Councilmember Nomura recused himself from this item due to the proximity of the project to his residence. He stepped down from the dais and exited the Council Chambers at 6:25 p.m.

Mayor Stein opened the Public Hearing at 6:26 p.m.

Charles Ebeling, Public Works Director/City Engineer/Traffic Engineer, presented the staff report.

Arthur Korb expressed concern that Caltrans does not plan to construct a soundwall along the corridor that parallels Cameo Road. He stated that many large semi-trucks stop at the bulb-out on Cameo Road. He suggested the construction of a partial soundwall on Cameo Road close to the bulb-out to alleviate sound and diesel exhaust.

Linda Tornello addressed Soundwall B3, which is not being constructed at this point and which will run along Ogan Road. She stated that the closer the soundwall is to the source of noise, the more effective it would be.

George Lehtinen distributed a handout which included information on the General Plan's minimization of noise impacts and Caltrans' Final Noise Study. He advised the City Council to have Caltrans construct soundwalls at all locations where they are needed in order to minimize noise impacts and make the project whole.

Martin Franco addressed the soundwall which will be constructed along Nipomo Drive. He inquired when the soundwalls will be constructed, when will pile driving take place, will there be a potential that pile driving may cause cracks to nearby homes, how close will the soundwall be to the gas main along Nipomo Drive, will trenching affect the gas main, and whether there was any concern with any type of gas leak or explosion.

David Beard, Caltrans Project Manager, stated that Caltrans is aware of the location of the gas transmission line and they are proposing to leave it as is and work around it very carefully. He also stated that Caltrans is proposing to use drilled piles for the soundwalls instead of driven piles. He noted that he spoke with residents of Nipomo Drive and that he had informed them that typically soundwalls are constructed first if they are technically possible. He requested a copy of Mr. Lehtinen's handout to review with his noise expert. He stated that all Via Real frontage roads and ramps were included in the modeling and they found that Cameo Road did not qualify to the level where it would justify a soundwall, which is detailed in the environmental document.

Mayor Stein closed the Public Hearing at 6:48 p.m.

Mayor Stein inquired whether the number of soundwalls could be amended at a later time should additional soundwalls be justified. Mr. Ebeling responded that the freeway

agreement would not lock in the City to the number of soundwalls because the project still needed to move forward to the City's development review and permitting process. He noted that the City could present additional information regarding construction of soundwalls.

Vice Mayor Carty stated for the record that he was not comfortable with all the locations of the soundwalls and the lack of soundwalls. Mayor Stein stated that he agreed with Vice Mayor Carty and that he wanted to continue to investigate the number of proposed soundwalls.

Motion by Councilmember Clark, seconded by Councilmember Shaw, to adopt Resolution No. 5441, as ready by title only, authorizing the execution of a Freeway Agreement with the State of California Department of Transportation for the Linden Avenue and Casitas Pass Road Interchanges Project; and receive information on the location of proposed soundwalls that will be constructed in association with the Project.

Roll call vote:

AYES: Carty, Shaw, Clark, Stein.

NOES: None.

ABSTAIN: None.

ABSENT: Nomura.

Motion carried.

Vice Mayor Carty inquired whether it was necessary that Councilmember Nomura recuse himself from this time. City Attorney Peter Brown responded that staff conducted an analysis and concluded that because of the location of his residence raised special concern and it was agreed that Councilmember Nomura would recuse himself.

Councilmember Nomura returned to the Council Chambers and took his seat at the dais at 6:55 p.m.

OTHER BUSINESS:

11. Receive Recommendations on the Community Development Block Grant (CDBG) Public Services Grant Applications and Allocate Program Funds

Recommendation: Accept and approve the recommendations of the Community Development Block Grant Committee and allocate funding as stated in the Staff Report.

Mayor Stein acknowledged the Community Development Block Grant Committee for their efforts.

Shanna Farely-Judkins, Assistant Planner, presented the staff report and PowerPoint presentation.

Jane Benefield, Community Development Block Grant (CDBG) Committee member, explained the process for reviewing CDBG applications. She noted that recipients of the previous year's CDBG grant had not yet received their funds from the County. She urged the City Council to accept the CDBG Committee's recommendation for CDBG funding allocation and investigate the issue of non-distribution of funds.

Motion by Councilmember Clark, seconded by Councilmember Shaw, to accept and approve the recommendations of the Community Development Block Grant Committee and allocate funding as stated in the Staff Report, and investigate the issue of non-distribution of funds.

Upon voice vote, motion carried.

12. Request to Reserve City Funds from the Community Development Block Grant (CDBG) Entitlement Funds to Peoples' Self-Help Housing Corporation's Casas de las Flores Apartments at 4096 Via Real (Camper Park)

Recommendation: Reserve CDBG funds in the amount of \$80,770 (or 100%) of the City of Carpinteria 2013-2014 CDBG capital fund for the Casas de las Flores Apartments.

Jackie Campbell, Community Development Director, presented the staff report.

No public comment.

Motion by Councilmember Shaw, seconded by Councilmember Clark, to reserve CDBG funds in the amount of \$80,770 (or 100%) of the City of Carpinteria 2013-2014 CDBG capital fund for the Casas de las Flores Apartments.

Upon voice vote, motion carried.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Councilmember Nomura reported that he attended THRIVE's visioning session to look into the feasibility of potential partnerships. City Manager Dave Durlinger offered to attend and monitor these meetings. Councilmember Nomura reported that he and Councilmember Shaw attended orientation for the Local Agenda Formation Commission (LAFCO) on January 31 and also attended the quarterly meeting of the Channel Counties Division of the League of California Cities on February 1. He stated that one presentation was regarding the City of Arroyo Grande's beautification project "America in Bloom" and he suggested that Carpinteria consider this project.

ADJOURNMENT

The meeting was adjourned at 7:18 p.m. by Mayor Stein, in memory of Bob Hansen.

J. Bradley Stein, Mayor

ATTEST:

Fidela Garcia, CMC
City Clerk

12:27 PM
02/20/13

CITY OF CARPINTERIA
Warrant Register
February 7 - 20, 2013

City Council Meeting Date: 2/25/13
Agenda Section: Consent
Agenda Item #: 3

Trans #	Entered/Last Modified	Date	Num	Name	Source Name	Memo	Account	Paid Amount
96738	02/13/13 11:11:30	2/13/13	79776	AERIOCONNECT	AERIOCONNECT	ACCOUNT 655993	100010...	
96729	02/13/13 10:27:54	2/1/13	659588		AERIOCONNECT	DSL MONTHLY SERVICE CHAR...	101822...	-66.06
TOTAL								-66.06
96739	02/13/13 11:11:31	2/13/13	79777	AG ENT INC	AG ENT INC	INVOICE 12461	100010...	
96733	02/13/13 10:30:38	1/31/13	12461		AG ENT INC	FOSTER'S LANDSCAPE METER	236122...	-45.00
TOTAL								-45.00
96740	02/13/13 11:11:32	2/13/13	79778	BERRY GENERAL E...	BERRY GENER...		100010...	
96666	02/12/13 14:45:31	1/18/13	6340		BERRY GENER...	EL CARRO SIDEWALK PHASE I	277041...	-141,193.72
96665	02/12/13 14:44:43	1/19/13	6341		BERRY GENER...	GUARD RAIL REPAIR	277041...	-5,237.45
TOTAL								-146,431.17
96741	02/13/13 11:11:33	2/13/13	79779	CAMPBELL, JACQUE...	CAMPBELL, JA...	TRAVEL REIMBURSEMENT	100010...	
96732	02/13/13 10:30:07	2/1/13	REIMBUR...		CAMPBELL, JA...	TRAVEL REIMBURSEMENT	104130...	-60.00
TOTAL								-60.00
96742	02/13/13 11:11:33	2/13/13	79780	CARPINTERIA VALL...	CARPINTERIA ...	FIRST FRIDAY REIMBURSEMENT	100010...	
96667	02/12/13 14:46:49	2/6/13	REIMBUR...		CARPINTERIA ...	REIMBURSEMENT FOR FIRST F...	104430...	-35.55
TOTAL								-35.55
96743	02/13/13 11:11:34	2/13/13	79781	CENTRAL COAST IM...	CENTRAL COA...	INVOICE #AR23529	100010...	
96668	02/12/13 14:47:33	2/8/13	AR23529		CENTRAL COA...	COPIES	101822...	-359.37
TOTAL								-359.37
96744	02/13/13 11:11:35	2/13/13	79782	COASTAL VIEW NEWS	COASTAL VIE...	INVOICE 40282	100010...	
96669	02/12/13 14:48:10	1/31/13	40282		COASTAL VIE...	FIRST FRIDAY AD	104430...	-750.00
TOTAL								-750.00
96745	02/13/13 11:11:36	2/13/13	79783	COMMUNITY ACTION...	COMMUNITY A...	FY 12/13 SENIOR NUTRITION PR...	100010...	
96670	02/12/13 14:49:54	2/1/13	FY12-13 N...		COMMUNITY A...	FY 12/13 SENIOR NUTRITION PR...	104622...	-10,000.00

12:27 PM

02/20/13

CITY OF CARPINTERIA
Warrant Register
February 7 - 20, 2013

Trans #	Entered/Last Modified	Date	Num	Name	Source Name	Memo	Account	Paid Amount
TOTAL								-10,000.00
96746	02/13/13 11:11:37	2/13/13	79784	COX COMMUNICATI...	COX COMMUN...	ACCT #001 3011 022093901	100010...	
96730	02/13/13 10:28:53	2/1/13	001-3011-...		COX COMMUN...	INTERNET SERVICES - FEBRUA...	101822...	-132.00
TOTAL								-132.00
96747	02/13/13 11:11:37	2/13/13	79785	DATA TICKET INC	DATA TICKET I...	INVOICE 45042	100010...	
96684	02/13/13 09:13:26	2/5/13	45042		DATA TICKET I...	CITATION PROCESSING	102221...	-163.33
TOTAL								-163.33
96748	02/13/13 11:11:38	2/13/13	79786	DNA DESIGN & ART	DNA DESIGN &...	INVOICE #20130101	100010...	
96671	02/12/13 14:57:08	2/8/13	20130101		DNA DESIGN &...	FIRST FRIDAY AD DESIGN	104430...	-530.00
TOTAL								-530.00
96749	02/13/13 11:11:39	2/13/13	79787	DUDEK	DUDEK		100010...	
96672	02/12/13 14:57:50	2/4/13	20130108		DUDEK	CALTRANS/CASITAS PASS	310023...	-127.50
96673	02/12/13 14:59:19	2/4/13	20130107		DUDEK	CARP CALTRANS COORDINATI...	310023...	-467.50
TOTAL								-595.00
96750	02/13/13 11:11:40	2/13/13	79788	EASY LIFT TRANSPO...	EASY LIFT TRA...	INVOICE 5881	100010...	
96731	02/13/13 10:29:23	2/1/13	5881		EASY LIFT TRA...	CLAIM PER CONTRACT FOR FE...	273422...	-1,000.00
TOTAL								-1,000.00
96751	02/13/13 11:11:40	2/13/13	79789	ESSENTIAL COMMU...	ESSENTIAL CO...	INVOICE #1529	100010...	
96674	02/12/13 15:00:42	2/7/13	1529		ESSENTIAL CO...	SHERIFF PAYPHONE AUTODIAL...	101330...	-639.60
TOTAL								-639.60
96752	02/13/13 11:11:41	2/13/13	79790	GROSS, KIANA	GROSS, KIANA	SUPPLIES REIMBURSEMENT	100010...	
96675	02/12/13 15:15:07	2/7/13	REIMBUR...		GROSS, KIANA	FIRST FRIDAY SUPPLIES REIMB...	104430...	-90.38
TOTAL								-90.38
96753	02/13/13 11:11:42	2/13/13	79791	GUTIERREZ, MATIAS	GUTIERREZ, M...	REFUND LANDSCAPE BOND	100010...	

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96683	02/13/13 09:12:39	2/12/13	REFUND ...		GUTIERREZ, M...	REFUND LANDSCAPE BOND	310026...	-663.42
TOTAL								-663.42
96754	02/13/13 11:11:43	2/13/13	79792	HELP OF CARPINTE...	HELP OF CAR...	COMMUNITY SERVICE GRANT F...	100010...	
96676	02/12/13 15:16:07	12/17/12	FY12/13 G...		HELP OF CAR...	COMMUNITY SERVICE GRANT - ...	273422...	-5,000.00
TOTAL								-5,000.00
96755	02/13/13 11:11:43	2/13/13	79793	KEYT TV	KEYT TV	INVOICE 128902	100010...	
96677	02/12/13 15:25:57	1/27/13	128902		KEYT TV	SHOP CARPINTERIA COMMERCIAL	104430...	-850.00
TOTAL								-850.00
96756	02/13/13 11:11:44	2/13/13	79794	LOU GRANT PARENT...	LOU GRANT P...	PROJ 1645 REFUND	100010...	
96727	02/13/13 10:26:45	2/5/13	PROJ 164...		LOU GRANT P...	PROJ 1645 REFUND	100025...	-558.51
TOTAL								-558.51
96757	02/13/13 11:11:45	2/13/13	79795	MANZANITA NURSERY	MANZANITA N...	INVOICE #2731	100010...	
96681	02/13/13 09:03:48	1/14/13	2731		MANZANITA N...	PLANTINGS	333222...	-1,188.00
TOTAL								-1,188.00
96758	02/13/13 11:11:46	2/13/13	79796	MCCORMIX CORP	MCCORMIX C...	INVOICE 869371	100010...	
96685	02/13/13 09:13:54	1/31/13	869371		MCCORMIX C...	PUBLIC WORKS FUEL	333230...	-116.02
TOTAL								-116.02
96759	02/13/13 11:11:47	2/13/13	79797	MORAGA, VIC	MORAGA, VIC	FIRST FRIDAY - 02-01-13	100010...	
96686	02/13/13 09:14:52	2/7/13	FIRST FRI...		MORAGA, VIC	02-01-13 FIRST FRIDAY PERFOR...	104430...	-200.00
TOTAL								-200.00
96760	02/13/13 11:11:47	2/13/13	79798	PLAUT, MICKEY	PLAUT, MICKEY	REFUND LANDSCAPE BOND	100010...	
96687	02/13/13 09:16:51	2/7/13	REFUND ...		PLAUT, MICKEY	REFUND LANDSCAPE BOND	310026...	-855.19
TOTAL								-855.19

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96761	02/13/13 11:11:48	2/13/13	79799	PRECISION CONCRE...	PRECISION CO...	INVOICE #CRP 012413-05	100010...	
96734	02/13/13 10:31:38	1/24/13	CRP 0124...		PRECISION CO...	SIDEWALK INSPECTION SURVEY	333222...	-1,872.00
TOTAL								-1,872.00
96762	02/13/13 11:11:50	2/13/13	79800	SANSUM CLINIC	SANSUM CLINIC		100010...	
96692	02/13/13 09:26:05	1/29/13	28050-007		SANSUM CLINIC	RESPIRATOR - MENDOZA	101632...	-104.00
96693	02/13/13 09:26:40	1/29/13	50192-005		SANSUM CLINIC	RESPIRATOR - KEISER	101632...	-54.00
96694	02/13/13 09:27:26	1/29/13	50192-006		SANSUM CLINIC	RESPIRATOR - KEISER	101632...	-50.00
96695	02/13/13 09:28:02	1/29/13	60360-004		SANSUM CLINIC	RESPIRATOR - HUFF	101632...	-54.00
96696	02/13/13 09:28:32	1/29/13	60360-005		SANSUM CLINIC	RESPIRATOR - HUFF	101632...	-50.00
96697	02/13/13 09:29:03	1/29/13	67736-003		SANSUM CLINIC	RESPIRATOR - VEGA	101632...	-54.00
96698	02/13/13 09:29:26	1/29/13	67736-004		SANSUM CLINIC	RESPIRATOR - VEGA	101632...	-50.00
96699	02/13/13 09:30:01	1/29/13	67737-003		SANSUM CLINIC	RESPIRATOR - GONZALEZ	101632...	-54.00
96700	02/13/13 09:30:16	1/29/13	67737-004		SANSUM CLINIC	RESPIRATOR - GONZALEZ	101632...	-50.00
96701	02/13/13 09:31:44	1/29/13	60359-004		SANSUM CLINIC	RESPIRATOR - BAILEY	101632...	-104.00
TOTAL								-624.00
96763	02/13/13 11:11:51	2/13/13	79801	STAPLES ADVANTAGE	STAPLES ADV...		100010...	
96453	01/30/13 10:58:47	1/18/13	3190431701		STAPLES ADV...	OFFICE SUPPLIES	101330...	-475.48
96456	01/30/13 11:03:44	1/19/13	3190686177		STAPLES ADV...	OFFICE SUPPLIES	101330...	-135.08
TOTAL								-610.56
96764	02/13/13 11:11:52	2/13/13	79802	TRIBUNE MEDIA SE...	TRIBUNE MEDI...	INVOICE 0584944	100010...	
96716	02/13/13 10:02:18	2/4/13	0584944		TRIBUNE MEDI...	PROJ 4863 - LISTINGS DISTRIBU...	100025...	-54.64
TOTAL								-54.64
96765	02/13/13 11:11:53	2/13/13	79803	USAED LOS ANGELE...	USAED LOS A...	STORM DAMAGE & SHORELINE ...	100010...	
96664	02/12/13 14:43:53	1/1/13	BEACH E...		USAED LOS A...	BEACH EROSION STUDY - CWIS...	200026...	-162,500.00
TOTAL								-162,500.00
96766	02/13/13 11:11:53	2/13/13	79804	VERIZON CALIFORNIA	VERIZON CALI...	01 1711 1143298004 06	100010...	
96718	02/13/13 10:04:42	1/28/13	011711111...		VERIZON CALI...	CIVIC CENTER	101330...	-762.53
					VERIZON CALI...	PW	253130...	-34.00
					VERIZON CALI...	BEACH	286230...	-120.80
					VERIZON CALI...	POOL	486630...	-235.25
					VERIZON CALI...	BEACH CONCESSION	286430...	-113.71

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TOTAL								-1,266.29
96767	02/13/13 11:11:54	2/13/13	79805	WEST COAST ARBO...	WEST COAST ...	INVOICE 85604	100010...	
96721	02/13/13 10:21:03	1/15/13	85604		WEST COAST ...	TREE MAINTENANCE	273222...	-20,104.00
TOTAL								-20,104.00
96768	02/13/13 11:15:38	2/13/13	79806	FEDEX	FEDEX	ACCOUNT 3004-2941-6	100010...	
96679	02/13/13 09:00:09	2/8/13	2-170-95819		FEDEX	SHIPPING CHARGES	103720...	-82.83
TOTAL								-82.83
96769	02/13/13 11:15:39	2/13/13	79807	GRAINGER	GRAINGER	ACCT #838183929	100010...	
96542	02/06/13 10:27:30	1/22/13	9047234225		GRAINGER	PW SUPPLIES	333230...	-236.29
TOTAL								-236.29
96770	02/13/13 11:15:40	2/13/13	79808	HINDERLITER DE LL...	HINDERLITER ...	INVOICE 0020321-IN	100010...	
96547	02/06/13 10:31:38	1/24/13	0020321-IN		HINDERLITER ...	CONTRACT SERVICES - SALES ...	101012...	-1,035.11
TOTAL								-1,035.11
96771	02/13/13 11:15:41	2/13/13	79809	OFFICE MAX	OFFICE MAX	INVOICE #157872	100010...	
96562	02/06/13 11:01:41	1/23/13	157872		OFFICE MAX	PW OFFICE SUPPLIES	103030...	-30.00
TOTAL								-30.00
96772	02/13/13 11:15:41	2/13/13	79810	PACIFIC PLUMBING ...	PACIFIC PLUM...	INVOICE 061696	100010...	
96563	02/06/13 11:02:24	1/24/13	061696		PACIFIC PLUM...	SWIMMING POOL	486630...	-101.29
TOTAL								-101.29
96773	02/13/13 11:15:42	2/13/13	79811	PRAXAIR	PRAXAIR	INVOICE #45089482	100010...	
96737	02/13/13 10:33:58	1/20/13	45089482		PRAXAIR	CYLINDER RENTAL	333230...	-24.38
TOTAL								-24.38
96774	02/13/13 11:15:43	2/13/13	79812	SANTA BARBARA C...	SANTA BARBA...	13-173	100010...	

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96293	01/23/13 10:05:49	1/22/13	13-173		SANTA BARBA...	FEBRUARY 2013 CONTRACT SE...	102121...	-272,974.17
					SANTA BARBA...	FEBRUARY 2013 CONTRACT SE...	100015...	-8,333.33
TOTAL								-281,307.50
96775	02/13/13 11:15:44	2/13/13	79813	SO CA EDISON	SO CA EDISON	2-01-201-6465	100010...	
96705	02/13/13 09:44:11	2/6/13	2-01-201-6...		SO CA EDISON	STREET LIGHTING	292322...	-7,714.95
TOTAL								-7,714.95
96776	02/13/13 11:15:45	2/13/13	79814	STAPLES ADVANTAGE	STAPLES ADV...		100010...	
96392	01/30/13 09:04:33	1/24/13	3190816350		STAPLES ADV...	PW SUPPLIES	253130...	-50.75
96393	01/30/13 09:05:00	1/24/13	3190816349		STAPLES ADV...	PW SUPPLIES	253130...	-67.21
TOTAL								-117.96
96777	02/13/13 11:15:45	2/13/13	79815	THE STORAGE PLACE	THE STORAGE...	STORAGE RENTAL FEBRUARY ...	100010...	
96728	02/13/13 10:27:21	2/3/13	FEB 2013 ...		THE STORAGE...	OFFSITE STORAGE RENTAL	101322...	-290.00
TOTAL								-290.00
96778	02/13/13 11:15:46	2/13/13	79816	WESTERN EXTERMI...	WESTERN EXT...	SB CO CLINIC MONTHLY SERVI...	100010...	
96722	02/13/13 10:21:39	1/31/13	JAN 2013 ...		WESTERN EXT...	PROJ 4865 SB CO CLINIC MONT...	100025...	-43.00
TOTAL								-43.00
96779	02/13/13 11:15:47	2/13/13	79817	ZEP SALES & SERVI...	ZEP SALES & ...	INVOICE #9000081128	100010...	
96591	02/06/13 11:34:50	1/23/13	9000081128		ZEP SALES & ...	POOL SUPPLIES	486630...	-364.43
TOTAL								-364.43
96823	02/20/13 11:41:32	2/20/13	79818	76 FLEET SERVICES	76 FLEET SER...	ACCT #70201-00-105172-1	100010...	
96780	02/19/13 11:46:38	1/31/13	31916092		76 FLEET SER...	VEHICLE FUEL	101330...	-57.51
					76 FLEET SER...	VEHICLE FUEL	333230...	-283.40
TOTAL								-340.91
96824	02/20/13 11:41:32	2/20/13	79819	ACCESS CONTROL ...	ACCESS CONT...	INVOICE #0016616	100010...	
96781	02/19/13 11:48:28	1/31/13	0016616		ACCESS CONT...	VETS HALL SECURITY	100023...	-313.36

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TOTAL								-313.36
96825	02/20/13 11:41:33	2/20/13	79820	ALAMO SELF STORA...	ALAMO SELF ...	MARCH 2013 STORAGE FEES	100010...	
96783	02/19/13 11:50:31	2/13/13	MARCH 2...		ALAMO SELF ...	MARCH 2013 STORAGE FEES	101322...	-295.00
TOTAL								-295.00
96826	02/20/13 11:41:34	2/20/13	79821	AT & T MOBILITY	AT & T MOBILI...	ACCOUNT #828848611	100010...	
96784	02/19/13 11:51:48	2/5/13	828848611		AT & T MOBILI...	POOL SUPT	486630...	-95.03
					AT & T MOBILI...	ASP/AC	486830...	-11.21
					AT & T MOBILI...	PARK MTC	286230...	-22.94
					AT & T MOBILI...	JR GUARDS	286230...	-11.21
TOTAL								-140.39
96827	02/20/13 11:41:34	2/20/13	79822	CA STATE PARKS	CA STATE PAR...	DAY USE FEES 2012-13	100010...	
96785	02/19/13 11:53:55	2/13/13	STATE PA...		CA STATE PAR...	STATE PARK FEES	232310...	-1,859.00
TOTAL								-1,859.00
96828	02/20/13 11:41:35	2/20/13	79823	CARPINTERIA VALL...	CARPINTERIA ...	ACCOUNT 164	100010...	
96786	02/19/13 12:07:42	1/31/13	JAN 2013 ...		CARPINTERIA ...	149516 VETS HALL	486530...	-5.16
					CARPINTERIA ...	149568 STREET LIGHTING	292322...	-57.34
					CARPINTERIA ...	149720 SEAL SIGNAGE	286230...	-8.60
					CARPINTERIA ...	150463 GENERATOR	333230...	-91.47
					CARPINTERIA ...	150469 SHOP	333230...	-5.53
					CARPINTERIA ...	150611 SHOP	333230...	-44.86
					CARPINTERIA ...	150721 POOL	486630...	-41.56
					CARPINTERIA ...	150815 PARKS	236122...	-25.28
					CARPINTERIA ...	150861 CITY HALL	333230...	-51.24
					CARPINTERIA ...	151025 WATER HEATER	101322...	-20.14
					CARPINTERIA ...	151108 STREETS	333230...	-56.81
					CARPINTERIA ...	151235 STREETS	253130...	-30.53
					CARPINTERIA ...	151822 RAIN GEAR	236122...	-70.18
					CARPINTERIA ...	151856 PW EQUIPMENT	333230...	-26.33
					CARPINTERIA ...	151857 PW SUPPLIES	333230...	-13.17
					CARPINTERIA ...	152170 POOL	486630...	-30.20
					CARPINTERIA ...	152282 CITY HALL PAY PHONE	101322...	-48.37
					CARPINTERIA ...	152343 PW SUPPLIES	333222...	-16.41
					CARPINTERIA ...	152367 POOL	486630...	-106.51
					CARPINTERIA ...	152440 STREETS	333230...	-16.41
					CARPINTERIA ...	152458 CITY HALL PAY PHONE	333230...	-20.02

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					CARPINTERIA ...	152523 CITY HALL PAY PHONE	101322...	-15.31
					CARPINTERIA ...	FINANCE CHARGE	236122...	-5.35
TOTAL								-806.78
96829	02/20/13 11:41:37	2/20/13	79824	CARPINTERIA VALL...	CARPINTERIA ...	JANUARY 2013 BILLING	100010...	
96805	02/20/13 09:38:52	1/28/13	JANUARY...		CARPINTERIA ...	UTILITIES - CIVIC CENTER	101331...	-376.99
					CARPINTERIA ...	UTILITIES - PARKING/STREETS	333231...	-1,352.89
					CARPINTERIA ...	UTILITIES - PARKS	236131...	-2,683.34
					CARPINTERIA ...	UTILITIES - POOL	486631...	-677.16
					CARPINTERIA ...	UTILITIES - VETS HALL	486530...	-132.38
					CARPINTERIA ...	PROJ 4865 - VETS HALL	100025...	-268.78
TOTAL								-5,491.54
96830	02/20/13 11:41:38	2/20/13	79825	CHANNEL ISLANDS ...	CHANNEL ISLA...	10001	100010...	
96806	02/20/13 09:47:14	1/31/13	JANUARY...		CHANNEL ISLA...	PARKS	236122...	-5.80
					CHANNEL ISLA...	POOL	486630...	-26.17
					CHANNEL ISLA...	POOL	486630...	-2.42
					CHANNEL ISLA...	SALT MARSH	286230...	-4.25
					CHANNEL ISLA...	POOL	486630...	-9.69
					CHANNEL ISLA...	KIOSK	333230...	-7.24
					CHANNEL ISLA...	POOL	486630...	-19.39
					CHANNEL ISLA...	POOL	486630...	-70.74
					CHANNEL ISLA...	CITY HALL	101322...	-32.89
					CHANNEL ISLA...	POOL	486630...	-29.09
					CHANNEL ISLA...	POOL	486630...	-123.91
					CHANNEL ISLA...	JG SUPPLIES	286230...	-17.22
					CHANNEL ISLA...	CITY HALL	101322...	-4.38
					CHANNEL ISLA...	PARKS	236122...	-3.39
					CHANNEL ISLA...	POOL	486630...	-38.77
					CHANNEL ISLA...	POOL	486630...	-13.56
					CHANNEL ISLA...	POOL	486630...	-29.09
					CHANNEL ISLA...	POOL	486630...	-18.41
					CHANNEL ISLA...	POOL	486630...	-8.72
					CHANNEL ISLA...	POOL	486630...	-101.82
					CHANNEL ISLA...	POOL	486630...	-69.23
					CHANNEL ISLA...	PROJ 4865 - VETS HALL	100025...	-6.50
TOTAL								-642.68
96831	02/20/13 11:41:39	2/20/13	79826	COASTAL VIEW NEWS	COASTAL VIE...		100010...	
96807	02/20/13 10:18:30	1/21/13	40185		COASTAL VIE...	TREE ADVISORY BOARD	103030...	-148.00
96800	02/20/13 09:31:38	2/11/13	40351		COASTAL VIE...	PET ADS	104730...	-40.00

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96801	02/20/13 09:31:55	2/14/13	40388		COASTAL VIE...	PET ADS	104730...	-40.00
96808	02/20/13 10:21:32	2/14/13	40395		COASTAL VIE...	LOGO CONTEST	103720...	-578.00
TOTAL								-806.00
96832	02/20/13 11:41:40	2/20/13	79827	E-CONOLIGHT	E-CONOLIGHT	INVOICE #408857	100010...	
96809	02/20/13 10:22:16	2/12/13	408857		E-CONOLIGHT	POOL	486630...	-129.28
					E-CONOLIGHT	VETS HALL	486530...	-322.70
TOTAL								-451.98
96833	02/20/13 11:41:41	2/20/13	79828	EDD-SDI	EDD-SDI	ACCT #776-5147-9	100010...	
96788	02/20/13 09:22:43	2/20/13	PAYROLL...		EDD-SDI	PAYROLL 02-21-13	100022...	-933.10
TOTAL								-933.10
96834	02/20/13 11:41:41	2/20/13	79829	EDD-SIT	EDD-SIT	ACCT #932-0283-6	100010...	
96789	02/20/13 09:23:11	2/20/13	PAYROLL...		EDD-SIT	PAYROLL 02-21-13	100022...	-3,920.82
TOTAL								-3,920.82
96835	02/20/13 11:41:42	2/20/13	79830	IMPULSE INTERNET ...	IMPULSE INTE...	INVOICE 724341	100010...	
96811	02/20/13 10:25:10	2/11/13	724341		IMPULSE INTE...	WEBHOSTING	101822...	-89.95
TOTAL								-89.95
96836	02/20/13 11:41:42	2/20/13	79831	JOE GONZALEZ WE...	JOE GONZALE...	INVOICE #59175	100010...	
96804	02/20/13 09:37:44	2/6/13	59175		JOE GONZALE...	8TH STREET GATE	253130...	-430.00
TOTAL								-430.00
96837	02/20/13 11:41:43	2/20/13	79832	LESLIE'S POOL SUP...	LESLIE'S POO...		100010...	
96812	02/20/13 10:37:56	11/3/12	308-227157		LESLIE'S POO...	POOL CHEMICALS	486633...	-125.57
96813	02/20/13 10:38:26	12/1/12	308-228317		LESLIE'S POO...	POOL CHEMICALS	486633...	-95.42
96814	02/20/13 10:38:56	12/7/12	308-228547		LESLIE'S POO...	POOL CHEMICALS	486633...	-99.80
TOTAL								-320.79
96838	02/20/13 11:41:44	2/20/13	79833	MARQUEZ, MARTHA	MARQUEZ, MA...	PROJECT 5224 REFUND	100010...	
96816	02/20/13 10:43:17	2/13/13	PROJ 522...		MARQUEZ, MA...	PROJ 5224 REFUND	100025...	-523.50

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TOTAL								-523.50
96839	02/20/13 11:41:45	2/20/13	79834	PREVAIL CONDITION...	PREVAIL CON...	SWIM CLUB SUPPLIES	100010...	
96815	02/20/13 10:41:36	12/7/12	SWIM CL...		PREVAIL CON...	SWIM CLUB SUPPLIES	486830...	-158.39
TOTAL								-158.39
96840	02/20/13 11:41:45	2/20/13	79835	RMLA	RMLA	INVOICE #0000160	100010...	
96817	02/20/13 10:45:58	2/3/13	0000160		RMLA	CITY HALL DESIGN	310023...	-660.00
TOTAL								-660.00
96841	02/20/13 11:41:46	2/20/13	79836	SAFETY STRIPING S...	SAFETY STRIP...	CUSTOMER #0302	100010...	
96691	02/13/13 09:25:14	1/26/13	715112-F		SAFETY STRIP...	STREET MARKINGS @ VARIOUS...	253122...	-4,000.10
TOTAL								-4,000.10
96842	02/20/13 11:41:47	2/20/13	79837	SANTA BARBARA PE...	SANTA BARBA...		100010...	
96571	02/06/13 11:20:06	1/17/13	38216		SANTA BARBA...	RODENT CONTROL	333222...	-65.00
96572	02/06/13 11:20:32	1/17/13	38489		SANTA BARBA...	RODENT CONTROL	333222...	-125.00
TOTAL								-190.00
96843	02/20/13 11:41:48	2/20/13	79838	SEUI LOCAL 620	SEUI LOCAL 620	UNION DUES	100010...	
96790	02/20/13 09:23:31	2/20/13	PAYROLL...		SEUI LOCAL 620	PAYROLL 02-21-13	100022...	-146.19
TOTAL								-146.19
96844	02/20/13 11:41:49	2/20/13	79839	SO CA GAS COMPANY	SO CA GAS CO...		100010...	
96709	02/13/13 09:47:59	2/5/13	016-913-9...		SO CA GAS CO...	CITY HALL	101331...	-858.67
96706	02/13/13 09:44:42	2/6/13	140-914-3...		SO CA GAS CO...	PROJ 4865 - VETS HALL	100025...	-215.22
					SO CA GAS CO...	VETS HALL	486530...	-106.00
96707	02/13/13 09:45:24	2/6/13	014-914-3...		SO CA GAS CO...	SEASIDE BUILDING	486530...	-107.97
96708	02/13/13 09:46:17	2/6/13	006-514-2...		SO CA GAS CO...	POOL	486631...	-3,108.88
TOTAL								-4,396.74
96845	02/20/13 11:41:49	2/20/13	79840	TRI-CO BLUE PRINT ...	TRI-CO BLUE ...	INVOICE #0270050-IN	100010...	
96802	02/20/13 09:33:58	1/16/13	0270050-IN		TRI-CO BLUE ...	COPIES OF MAP	384522...	-22.68

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02/20/13

CITY OF CARPINTERIA
Warrant Register
February 7 - 20, 2013

Trans #	Entered/Last Modified	Date	Num	Name	Source Name	Memo	Account	Paid Amount
TOTAL								-22.68
96846	02/20/13 11:41:50	2/20/13	79841	UNITED WAY OF SA...	UNITED WAY O...	PAYROLL CONTRIBUTION	100010...	
96791	02/20/13 09:23:56	2/20/13	PAYROLL...		UNITED WAY O...	PAYROLL 02-21-13	100022...	-20.00
TOTAL								-20.00
96847	02/20/13 11:41:51	2/20/13	79842	VANTAGEPOINT TRA...	VANTAGEPOIN...	PAYROLL DEPOSIT PLAN #303555	100010...	
96792	02/20/13 09:24:13	2/20/13	PAYROLL...		VANTAGEPOIN...	PAYROLL 02-21-13	100010...	-910.00
TOTAL								-910.00
96848	02/20/13 11:41:51	2/20/13	79843	VERIZON WIRELESS	VERIZON WIR...	INVOICE #11332833121	100010...	
96793	02/20/13 09:25:18	2/9/13	11332833...		VERIZON WIR...	CELL PHONE - BUILDING INSPE...	104230...	-135.31
TOTAL								-135.31
96849	02/20/13 11:41:52	2/20/13	79844	WRIGHT & COMPANY	WRIGHT & CO...	REFUND LANDSCAPE BOND	100010...	
96821	02/20/13 10:53:00	2/7/13	REFUND ...		WRIGHT & CO...	REFUND LANDSCAPE BOND	310026...	-1,935.97
TOTAL								-1,935.97
96850	02/20/13 11:47:49	2/20/13	79845	ALL AROUND LANDS...	ALL AROUND ...	CUSTOMER #354	100010...	
96663	02/12/13 14:40:14	1/30/13	S1635548....		ALL AROUND ...	PW SUPPLIES	333230...	-75.46
TOTAL								-75.46
96851	02/20/13 11:47:50	2/20/13	79846	COLSON'S TOWING I...	COLSON'S TO...	DECEMBER & JANUARY TOWS	100010...	
96682	02/13/13 09:10:11	1/31/13	DEC & JA...		COLSON'S TO...	TOW FEES DEC 2012 - JAN 2013	102222...	-240.00
TOTAL								-240.00
96852	02/20/13 11:47:51	2/20/13	79847	HOUSE SANITARY S...	HOUSE SANIT...	INVOICE 094389	100010...	
96548	02/06/13 10:32:41	1/28/13	094389		HOUSE SANIT...	VETS HALL	486530...	-45.55
					HOUSE SANIT...	PARKS	486630...	-23.49
					HOUSE SANIT...	PUBLIC WORKS	333230...	-26.59
TOTAL								-95.63

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CITY OF CARPINTERIA
Warrant Register
 February 7 - 20, 2013

Trans #	Entered/Last Modified	Date	Num	Name	Source Name	Memo	Account	Paid Amount
96853	02/20/13 11:47:51	2/20/13	79848	RADIOHACK	RADIOHACK	ACCT. 403062193	100010...	
96688	02/13/13 09:18:36	1/31/13	JAN 2013 ...		RADIOHACK	POOL SUPPLIES	486630...	-20.50
					RADIOHACK	PROJ 4865 LIBRARY REPAIR	100025...	-14.01
TOTAL								-34.51
96854	02/20/13 11:47:52	2/20/13	79849	REAL GREEN GARD...	REAL GREEN ...	JAN 2013 BILLING	100010...	
96689	02/13/13 09:22:21	1/31/13	JAN 2013 ...		REAL GREEN ...	955 BAILARD	236130...	-540.00
					REAL GREEN ...	956 CARP CREEK	236122...	-540.00
					REAL GREEN ...	PROJ 4865	100025...	-75.00
					REAL GREEN ...	958 MARSH	286122...	-450.00
					REAL GREEN ...	959 MONTE VISTA	236122...	-1,035.00
					REAL GREEN ...	960 SEASIDE	486522...	-180.00
					REAL GREEN ...	961 COASTAL VISTA	286122...	-360.00
					REAL GREEN ...	962 TAR PITS	286122...	-450.00
					REAL GREEN ...	PROJ 4865	100025...	-120.60
					REAL GREEN ...	963 VETS HALL	486530...	-59.40
					REAL GREEN ...	964 VIOLA	236130...	-720.00
TOTAL								-4,530.00
96855	02/20/13 11:47:53	2/20/13	79850	RINCON BROADCAST...	RINCON BROA...		100010...	
96566	02/06/13 11:16:11	1/28/13	43		RINCON BROA...	SNOW DAY BROADCASTING	104430...	-220.00
96690	02/13/13 09:24:27	1/31/13	202		RINCON BROA...	SNOW DAY BROADCASTING	104430...	-110.00
TOTAL								-330.00
96856	02/20/13 11:47:54	2/20/13	79851	SANTA BARBARA C...	SANTA BARBA...		100010...	
96569	02/06/13 11:18:34	1/28/13	IN0041359		SANTA BARBA...	ANNUAL HAZARDOUS MATERIA...	486630...	-289.00
96735	02/13/13 10:32:34	1/28/13	IN0041126		SANTA BARBA...	ANNUAL HAZARDOUS MATERIA...	333230...	-390.00
96736	02/13/13 10:33:07	1/28/13	IN0041360		SANTA BARBA...	ANNUAL HAZARDOUS MATERIA...	333230...	-939.00
TOTAL								-1,618.00
96857	02/20/13 11:47:55	2/20/13	79852	STAPLES ADVANTAGE	STAPLES ADV...		100010...	
96583	02/06/13 11:28:56	1/30/13	3191239739		STAPLES ADV...	OFFICE SUPPLIES	101330...	-156.62
96715	02/13/13 10:01:33	1/31/13	3191413633		STAPLES ADV...	OFFICE SUPPLIES	103030...	-3.22
TOTAL								-159.84
96858	02/20/13 11:47:56	2/20/13	79853	TRI-CO BLUE PRINT ...	TRI-CO BLUE ...	INVOICE #0270837-IN	100010...	

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CITY OF CARPINTERIA
Warrant Register
 February 7 - 20, 2013

Trans #	Entered/Last Modified	Date	Num	Name	Source Name	Memo	Account	Paid Amount
96717	02/13/13 10:03:12	1/28/13	0270837-IN		TRI-CO BLUE ...	3RD ST MAINTENANCE PROJ 15...	277041...	-28.94
TOTAL								-28.94
96859	02/20/13 12:09:25	2/20/13	79854	US BANK	US BANK	VOID: ACCT#95462880	100010...	
TOTAL								0.00
96860	02/20/13 11:47:58	2/20/13	79855	VERIZON CALIFORNIA	VERIZON CALI...	01 1711 1213449928 03	100010...	
96820	02/20/13 10:50:31	2/7/13	01171112...		VERIZON CALI...	ASH AVE	286230...	-185.68
TOTAL								-185.68
96861	02/20/13 12:15:17	2/20/13	79856	ZUMAR INDUSTRIES ...	ZUMAR INDUS...	VOID: INVOICE 0143286	100010...	
TOTAL								0.00
96862	02/20/13 12:12:01	2/20/13	79857	US BANK	US BANK	ACCT#95462880	100010...	
96585	02/20/13 12:10:55	3/1/13	95462880		US BANK	CITY HALL DEBT	107851...	-132,548.83
					US BANK	SWIMMING POOL DEBT	107852...	-273.00
					US BANK	LOT 3 DEBT	107853...	-3,915.00
					US BANK	EL CARRO DEBT	107854...	-621.00
					US BANK	EL CARRO DEBT	227854...	-5,903.00
					US BANK	LOT 3 DEBT	387853...	-2,897.00
					US BANK	SWIMMING POOL DEBT	487852...	-2,597.00
TOTAL								-148,754.83
96863	02/20/13 12:17:02	2/20/13	79858	ZUMAR INDUSTRIES ...	ZUMAR INDUS...	INVOICE 0143286	100010...	
96723	02/13/13 10:22:23	1/30/13	0143286		ZUMAR INDUS...	SIGNAGE	333230...	-91.03
TOTAL								-91.03

TOTAL \$834,792.90

RESOLUTION NO. 5440

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CARPINTERIA
COMMENDING AND THANKING GEOFF BANKS
FOR HIS APPROXIMATELY 35 YEARS OF SERVICE
TO THE CITY OF CARPINTERIA AND
CONGRATULATING HIM ON HIS RETIREMENT**

WHEREAS, Geoff Banks began his career in local law enforcement with the City of Carpinteria Police Department in 1978 where he served the community as a Reserve Police Officer, Patrol Officer, Detective, and Sergeant; and

WHEREAS, in 1992 Geoff was hired by the Santa Barbara County Sheriff's Department as a part of the City's consolidation of law enforcement services with the County where he continued to serve the citizens of Carpinteria as a Patrol Sergeant in Carpinteria; and

WHEREAS, Geoff's superior performance has allowed him to rise through the ranks of the Department serving as Lieutenant, Commander and now as Chief Deputy (Third in Command); and

WHEREAS, during his tenure with the Sheriff's Department, Geoff served on the Special Operations unit (Gang Enforcement Team), Patrol, Community Resources, Jail Operations, and in his current role, in charge of countywide Law Enforcement Operations; and

WHEREAS, as a Carpinteria High School Graduate (Class of '73) and longtime resident of the Carpinteria Valley, Geoff and his wife Terry Hickey-Banks have raised their four children in Carpinteria and Geoff has also contributed to the community through many organizations including the High School Boosters, Lions Club, Red Cross, Boys and Girls Club, Girl's Inc., and Little League Baseball; and

WHEREAS, through his professional work and personal efforts, Geoff has made a significant contribution to the safety and wellbeing of the citizens of Carpinteria. Now Therefore, Be It Resolved by the Carpinteria City Council that Geoff Banks be commended and extended thanks for his service to the Carpinteria community.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Carpinteria congratulates Geoff Banks on the occasion of his retirement from the Santa Barbara County Sheriff's Department.

PASSED, APPROVED AND ADOPTED on this 25th day of February 2013 by the following vote:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

J. Bradley Stein, Mayor

ATTEST:

Fidela Garcia, City Clerk

I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held on this 25th day of February 2013.

Fidela Garcia, City Clerk

APPROVED AS TO FORM:

Peter N. Brown, City Attorney

RESOLUTION NO. 5442

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA
COMMENDING AND THANKING WADE NOMURA FOR HIS SERVICE TO
THE CITY OF CARPINTERIA AS A MEMBER OF THE
ARCHITECTURAL REVIEW BOARD
1995-2012**

WHEREAS, Wade Nomura served with distinction and dedication as a member of the Architectural Review Board (ARB) from December 1995 to December 2012; and

WHEREAS, Wade Nomura's conduct as a member of the ARB serves as a stellar example of the City's commitment to open, honest and equitable government; and

WHEREAS, in his role as an ARB member, Wade Nomura contributed significantly to the Board's carrying out its duties and implementing established policies, goals and objectives for the physical development of the City including the protection and enhancement of its natural and historic charm and beauty; and

WHEREAS, during his tenure as a member of the Architectural Review Board, Wade Nomura applied his professional skills in the interpretation of architectural and landscape drawings, his knowledge of plant species, habitat and form providing value added suggestions to applicants that ranged from homeowners to professionals; and

WHEREAS, Wade was always generous with his personal time, assisting staff with analyzing landscape projects that did not go before the Board and also providing suggestions for public park and parkway projects.

NOW, THEREFORE, BE IT RESOLVED by the Carpinteria City Council that Wade Nomura be commended and extended thanks for the time and effort that he has given on behalf of the City of Carpinteria.

PASSED, APPROVED AND ADOPTED on this 25th day of February 2013 by the following vote:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

J. Bradley Stein, Mayor

ATTEST:

Fidela Garcia, City Clerk

I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held on this 25th day of February 2013.

Fidela Garcia, City Clerk

APPROVED AS TO FORM:

Peter N. Brown, City Attorney

RESOLUTION NO. 5443

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA
COMMENDING AND THANKING FRED SHAW FOR HIS SERVICE TO
THE CITY OF CARPINTERIA AS A MEMBER OF THE
MOBILE HOME PARK RENT STABILIZATON BOARD
2007-2012**

WHEREAS, Fred Shaw served as a member of the Mobile Home Park Rent Stabilization Board (MHPRRB) from February 2007 to December 2012; and

WHEREAS, Fred Shaw's conduct as a member of the MHPRRB serves as a stellar example of the City's commitment to open, honest and equitable government; and

WHEREAS, The City Council is appreciative of Fred's willingness and enthusiasm to serve on the Mobile Home Park Rent Stabilization Board; and

WHEREAS, Fred contributed significantly to the Board carrying out its duties in ensuring that mobile home park rents are fair and equitable to both park tenants and owners; and

NOW, THEREFORE, BE IT RESOLVED by the Carpinteria City Council that Fred Shaw be commended and extended thanks for the time and effort that he has given on behalf of the City of Carpinteria.

PASSED, APPROVED AND ADOPTED on this 25th day of February 2013 by the following vote:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

J. Bradley Stein, Mayor

ATTEST:

Fidela Garcia, City Clerk

I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held on this 25th day of February 2013.

Fidela Garcia, City Clerk

APPROVED AS TO FORM:

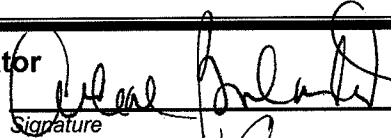
Peter N. Brown, City Attorney

STAFF REPORT
COUNCIL MEETING DATE
February 25, 2013

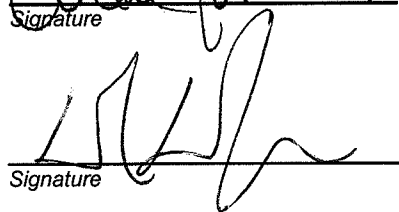
ITEM FOR COUNCIL CONSIDERATION

AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR THE CITY MANAGER, EFFECTIVE
FEBRUARY 25, 2013

Report prepared by: Arlene Balmadrid, HR Administrator


Signature

Reviewed by: Dave Durflinger, City Manager


Signature

STAFF RECOMMENDATION

Action Item X; Non-Action Item ____

Approve the attached Tenth Amendment to the Employment Agreement for the City Manager and authorize implementation effective February 25, 2013.

Motion: I move to approve the tenth amendment to City Manager's employment contract.

**I. BACKGROUND
& DISCUSSION**

It is the policy of the City Council to conduct an annual performance evaluation of the City Manager to review the status of his salary and benefits. At the February 11, 2013 meeting, the City Council met in closed session to conduct a performance evaluation of the City Manager. As a result of this evaluation, the Council wishes to consider reinstating certain benefits to be consistent with other management staff.

As part of cost savings measures in July 1, 2011, the City Manager's Employment Contract was amended. The 2011 changes included:

- (a) Employee payment of any increase to the medical Insurance premium rate after 2011.
- (b) Employee payment of 3% of Employee contributions to PERS.
- (c) 80 furlough hours in fiscal year 2011-2012.

- (d) Reduction in Flexible Benefits Program (Wellness) Allowance from \$1,162.00 per year to \$581.00 per year.
- (e) Reduction in leave bank benefit from 34 days per fiscal year to 31 days per fiscal year.
- (f) Elimination of fitness program benefit.

Several cost savings changes made to the City Manager's contract were ultimately not included in changes made to the approved labor agreements with represented and unrepresented employees. The medical insurance term was changed in January 1, 2012 to be consistent with other staff as required by CalPERS.

The City Council is proposing an amendment to the City Manager's employment contract to restore the following benefits:

- (a) Increase the City Manager's Flexible Benefits Program (Wellness) Allowance back to \$1,162.00 per year.
- (b) Increase the City Manager's leave bank benefits back to 34 days per fiscal year.
- (c) Provide the City Manager with a fitness program benefit of \$31.20 per month or \$374.40 per year.

The above proposed amendment would change the terms of the City Manager's contract to be consistent with other management staff.

Other than the amendments mentioned above, no other changes to the City Manager's employment contract would be made at this time.

II. FINANCIAL CONSIDERATIONS

The changes described above would be de minimis to the budget.

III. LEGAL ISSUES

N/A

IV. ATTACHMENTS:

Tenth Amendment to Employment Agreement, City Manager, City of Carpinteria.

**TENTH AMENDMENT TO
EMPLOYMENT AGREEMENT**

CITY MANAGER, CITY OF CARPINTERIA

THIS TENTH AMENDMENT TO EMPLOYMENT AGREEMENT is made and entered into this 25th DAY OF February, 2013 by and between **THE CITY OF CARPINTERIA** ("City") and **DAVE DURFLINGER** ("Employee") at Carpinteria, California, with reference to the following facts and intentions: This amendment will be effective February 25, 2013.

- A.** Employee serves as City Manager for City.
- B.** It is the policy of the City Council to conduct an annual performance evaluation of the City Manager and to review the status of his salary and benefits, as determined appropriate.

NOW, THEREFORE, in consideration of the above Recitals and of the mutual promises and conditions of the Employment Agreement, **IT IS AGREED** as follows:

1. Section 5 - Flexible Benefits Program (Wellness) Allowance shall be amended in its entirety to read as follows:

Employee will be enrolled in a flexible benefit program, and credited with a flexible benefit program allowance of One Thousand One Hundred Sixty-Two Dollars (\$1,162.00). This allowance may be utilized in a manner consistent with the provisions applicable to management personnel of the City, and will be increased of the amount of any increase in allowance granted to management personnel.

2. Section 6 - Benefits. The following provisions of Section 6, B

- a. Leave Bank - Employee shall be granted a leave bank of thirty-four (34) days, which will be granted to Employee on the effective date of this Agreement (adjusted by any leave bank allowance granted to Employee this fiscal year) and at the beginning of each fiscal year thereafter. Employee shall have the same leave bank cash-out options, leave accumulation rights and treatment of accrued leave upon termination as granted management personnel of the City.
- h. Fitness Program - If Employee chooses to enroll in a physical fitness program, City shall pay Thirty-One dollars and Twenty Cents (\$31.20) per month or Three Hundred Seventy-Four Dollars and Forty Cents (\$374.40) per year of such enrollment.

All other provisions of the Employment Agreement, as amended, shall remain unchanged and in full force and effect, with the understanding that the City Council will reevaluate the conditions of the contract no later than six months from the date of this amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Tenth Amendment to Employment Agreement on the date first written above.

CITY
City of Carpinteria

EMPLOYEE
City Manager

By: _____
Brad Stein, Mayor

Dave Durflinger, City Manager

Date: _____

Date: _____

STAFF REPORT
COUNCIL MEETING DATE:
February 25, 2013

ITEMS FOR COUNCIL CONSIDERATION:

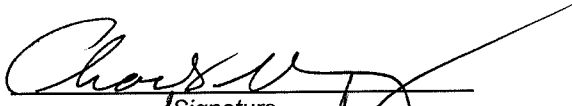
2012 South County Energy Efficiency Partnership Agreement Extension

Report prepared by: Erin Maker, Environmental Coordinator
Department: Public Works



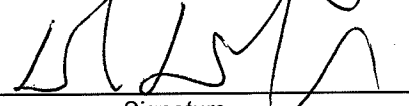
Signature

**Reviewed by
Public Works
Director:**



Signature

**Reviewed by
City Manager:**



Signature

ACTION X **NON-ACTION** ____ **STAFF RECOMMENDATION:**

Recommendation: That the City Council authorize the City Manager to sign the South County Energy Efficiency Partnership Agreement Extension.

Sample Motion: I move to authorize the City Manager to sign the South County Energy Efficiency Partnership Agreement Extension.

I. BACKGROUND:

The City of Carpinteria has been a Partner in the South County Energy Efficiency Partnership Program (SCEEP), along with the City of Goleta, City of Santa Barbara, County of Santa Barbara, Southern California Edison Company (SCE) and Southern California Gas.

The purpose of the South County Energy Efficiency Partnership Program is to assist the State of California in meeting its long term Energy Efficiency Strategic Plan goals by making energy efficiency programs available. SCEEP focuses on funding energy efficiency policy and code

research and adoption by local government, retrofitting municipal facilities, and promoting energy efficiency programs that benefit private residential and non-residential customers. As stated in the agreement the "...Partnership Program is designed to assist local governments effectively lead their communities to increase energy efficiency, reduce greenhouse gas emissions, increase renewable energy usage, protect air quality and ensure that their communities are more livable and sustainable. "

II. DISCUSSION:

The partnership will continue to function in the same manner as it has historically: the various partnership entities (municipalities, Southern California Edison, and Southern California Gas) will meet monthly and discuss various program activities for our region, projects related to individual municipalities, address miscellaneous energy partnership issues, etc. The intent is that the municipalities will use their leadership and knowledge of their individual communities to promote and create programs to serve their constituents. Southern California Edison and Southern California Gas administer the program.

In 2010, Council approved the terms of the 2010-2012 Partnership Agreement. The California Public Utilities Commission (CPUC) approved a 'bridge' extension of the terms of that agreement for the 2013-2014 program cycle. The proposed Program extension would include similar outreach and incentive efforts. Also, through the Program, energy efficiency projects are defined along with specific energy saving goals; these goals are derived from projects to be completed in municipal facilities to encourage government to lead by example. Some of the Partnership activities that occurred during the 2010-2012 program cycle were:

- Holiday Light Exchange
- Mobile Home Retrofit Program
- Title 24 update training
- Direct Install program
- Refrigerator Exchange Program
- Earth Day sponsorship & booth
- Incentives for Pool heater upgrade
- Energy audit of City Hall

Staff recommends authorizing the City Manager to sign the attached Partnership Agreement Extension. Participating in SCEEP offers the City and residents education and funding opportunities for energy efficiency and long term planning, which allow the City to help meet statewide goals related to greenhouse gas reduction, sustainability and energy efficiency.

III. POLICY:

This item is consistent with the City's policies to promote energy efficiency and develop long term sustainability goals.

IV. FINANCIAL CONSIDERATIONS:

Participation in the South County Energy Efficiency Partnership does not require a financial contribution by the City. Any financial impact to the City is incidental staff time in participating in SCEEP meetings and budgeted for in the annual budget.

V. ATTACHMENTS:

Attachment A: Amendment of the 2010-2012 South County Energy Efficiency Partnership

ATTACHMENT A

FIRST AMENDMENT

THIS FIRST AMENDMENT ("FIRST AMENDMENT") TO THE AGREEMENT TO JOINTLY DELIVER THE 2010-2012 SOUTH COUNTY ENERGY EFFICIENCY PARTNERSHIP PROGRAM dated January 1, 2010 (the "Agreement") is effective as of January 1, 2013 (the First Amendment Effective Date) by and among SOUTHERN CALIFORNIA EDISON COMPANY ("SCE"), SOUTHERN CALIFORNIA GAS COMPANY ("SCG"), THE CITY OF CARPENTERIA, THE CITY OF GOLETA, THE CITY OF SANTA BARBARA, AND THE COUNTY OF SANTA BARBARA. Terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement. SCE AND SCG may be referred to individually herein as the "Utility" or collectively as the "Utilities." The Utilities and The program participants may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Parties previously executed the Agreement to Jointly Deliver the 2010-2012 Desert Cities Energy Efficiency Partnership Program effective January 1, 2010 (hereinafter referred to as the "2010-2012 Program");

WHEREAS, on May 18, 2012, the Commission issued a Decision Providing Guidance on 2013-2014 Energy Efficiency Portfolios and 2012 Marketing, Education, and Outreach ("Final Guidance Decision") guiding the Utility to continue certain energy efficiency programs, which included the South County Santa Barbara Partnership Program, through a two year 2013-2014 transition period (hereinafter referred to as the "2013-2014 Program");

WHEREAS, on July 2, 2012, the Utility submitted its application ("2013-2014 Application") for the implementation of energy efficiency programs to be delivered to California utility customers for the years 2013 through 2014, which included the 2013-2014 Program, a continuation of the 2010-2012 Program;

WHEREAS, on November 15, 2012, the Commission issued a Final Decision approving the 2013-2014 Application as submitted ("Final Decision"), thereby approving continuation of the Energy Efficiency Partnership Programs, which includes the 2013-2014 Program, and the Parties desire to extend the Agreement through 2014 under the terms and conditions set forth in the Agreement, except as otherwise provided in this First Amendment; and

WHEREAS, the Parties desire to further amend the Agreement as necessary to provide an authorized budget for the 2013-2014 Program and to update the Agreement as required to reflect the extended 2013-2014 Program cycle.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Except as provided herein, and to the extent applicable, any reference in the Agreement to the "2010-2012 Program" shall hereby include both the 2010-2012 Program and the 2013-2014 Program.
2. Section 1.16 of the Agreement is hereby deleted in its entirety and replaced with the following:

1.16 PIP or Program Implementation Plan: The most recent Commission decision approved and publicly available plans for implementing the Program in each Utility's service territory

3. Section 11 of the Agreement is hereby deleted in its entirety and replaced with the following:

11. END DATE FOR PROGRAM AND ADMINISTRATIVE ACTIVITIES

Unless this Agreement is terminated pursuant to Section 25 below, or unless otherwise agreed to by the Parties or so ordered by the Commission, the Parties shall complete all Program Administrative activities (as defined in the PIP) and all reporting requirements by no later than March 31, 2015, and all Direct Implementation and Marketing & Outreach activities by no later than December 31, 2014.

4. Section 12 of the Agreement is hereby deleted in its entirety and replaced with the following:

12. FINAL INVOICES

The South County Energy Efficiency Partnership (SCEEP) must submit final invoices to the Utilities no later than March 31, 2015.

5. Section 25.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

25.1 Term. This Agreement shall be effective as of the Effective Date. Subject to Section 37, the Agreement shall continue in effect until June 30, 2015 unless otherwise terminated in accordance with the provisions of Section 25.2 or 30 below.

6. Section 26 of the Agreement is hereby deleted in its entirety and replaced with the following:

26. WRITTEN NOTICES

Any written notice, demand or request required or authorized in connection with this Agreement, shall be deemed properly given if delivered in person or sent by facsimile, nationally recognized overnight courier, or first class mail, postage prepaid, to the address specified below, or to another address specified in writing by a Party as follows:

Program Participants
City of Carpinteria
Attn: Erin Maker
Environmental Coordinator
5775 Carpinteria Avenue
Carpinteria, CA 93013

City of Goleta
Attn: Cindy Moore
Sustainability Coordinator
130 Cremona Drive, Suite B,
Goleta, CA 93117

City of Santa Barbara
Attn: James Dewey
Facilities & Energy Manager
P.O. Box 1990
Santa Barbara, CA 93102

SCE:
Southern California Edison Company
Pascal Okpo, Program Manager
1515 Walnut Grove Avenue
Rosemead, CA 91770

SCG:
Southern California Gas Company
Paulo Morias, Energy Program Supervisor
555 West Fifth Street
Los Angeles, CA 90013

County of Santa Barbara
Attn: Roy Hapeman
Energy Manager
County of Santa Barbara
Santa Barbara, CA 93101

Notices shall be deemed received (a) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m. PST (or PDT, as applicable), or otherwise on the Business Day following personal delivery; (b) if mailed, three (3) Business Days after the date the notice is postmarked; (c) if by facsimile, upon electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party; or (d) if by overnight courier, on the Business Day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.

7. This First Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.
8. Exhibit A (ENERGY LEADER PARTNERSHIP – PROGRAM LEVEL DATA) and Exhibit B-1 and B-2 (ENERGY LEADER PARTNERSHIP PROGRAM 2010-12 GOALS & PARTNER BUDGET) of the Agreement are hereby deleted in their entirety and replaced with the versions of Exhibit A (ENERGY LEADER PARTNERSHIP – PROGRAM LEVEL) and Exhibit B (ENERGY LEADER PARTNERSHIP PROGRAM 2013-14 GOALS & PARTNER BUDGET FOR South County Santa Barbara and B-2 (Southern California Gas Company 2013-14 Goals & CVAG Budget) attached to this First Amendment, which attached versions are incorporated herein by reference and made a part of the Agreement.
9. General. From and after the First Amendment Effective Date, any reference to the Agreement contained in any notice, request, certificate or other instrument, document or agreement shall be deemed to mean the Agreement, as amended by this First Amendment. In the event of any conflict between the Agreement and this First Amendment, this First Amendment shall prevail. All remaining provisions of the Agreement shall remain unchanged and in full force and effect. Each party is fully responsible for ensuring that the person signing this First Amendment on that party's behalf has the requisite legal authority to do so.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their duly authorized representatives as of the First Amendment Effective Date.

Program Participants

City of Carpinteria

By: _____

Name Printed:

Title:

Date: _____

City of Goleta

By: _____

Name Printed:

Title:

Date: _____

City of Santa Barbara

By: _____

Name Printed:

Title:

Date: _____

County of Santa Barbara

By: _____

Name Printed:

Title:

Date: _____

SCE:

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____

Name Printed: Erwin Furukawa

Title: Senior Vice President, Customer Service

Date: _____

SCG:

SOUTHERN CALIFORNIA GAS COMPANY

By: _____

Name Printed: Frank Spasaro

Title: Energy Efficiency Partnerships Manager

Date: _____

EXHIBIT A

ENERGY LEADER PARTNERSHIP - PROGRAM LEVEL

EXHIBIT A

ENERGY LEADER PARTNERSHIP - PROGRAM LEVEL

Energy Leader Partnership levels are:

Valued Partner Level – This level is the entry level for the partner to develop knowledge and establish goals towards the Silver Level. A budget is available for energy savings projects, for marketing, education, and outreach to the community, as well as for technical assistance toward upgrading or retrofitting partners' facilities. SCE's core program incentives will be offered directly to the partner. The partner will be expected to use the marketing and outreach funds to generate verifiable energy savings in their own facilities and in the community and will participate in demand response at a basic level. Valued Level provides the Partner with 3 cents per kWh paid in addition to what is paid to the Partner under SCE's core program.

Silver Level – To qualify for this level, the partner demonstrates past participation in SCE energy efficiency programs, develops an energy action plan, sets community and municipal energy reduction goals, targets 25 percent of its facilities to complete energy efficiency upgrades, and participates in demand response. An enhanced incentive is paid at the Silver Level. Silver Level provides the Partner with 6 cents per kWh paid in addition to what is paid to the Partner under SCE's core program.

Gold Level – To qualify for this level, the partner demonstrates higher past participation in SCE energy efficiency programs, establishes higher municipal and community program participation and energy savings goals and makes a higher commitment to participate in demand response. Incentive factors are higher for partner facilities' energy efficiency projects. Gold Level provides the Partner with 9 cents per kWh paid in addition to what is paid to the Partner under SCE's core program.

Platinum Level – To qualify for this level, the partner demonstrates even higher past participation in energy efficiency programs, is innovative and integrates Energy Action Plan policies, ordinances and procedures. All facilities are targeted for energy efficiency upgrades and the partner makes a higher commitment to participate in Demand Response. Incentive factors are highest for Partner facilities' energy efficiency projects and additional incentives are made available for customized community energy efficiency projects. Platinum Level provides the Partner with 12 cents per kWh paid in addition to what is paid to the Partner under SCE's core program.

EXHIBIT B-1

**ENERGY LEADER PARTNERSHIP PROGRAM 2013-14 GOALS & PARTNER BUDGET FOR
South County Santa Barbara**

EXHIBIT B

**ENERGY LEADER PARTNERSHIP PROGRAM
2013-14 GOALS & PARTNER BUDGET
FOR South County Santa Barbara**

Program Cycle Partner Budget and Goals:

	Maximum Partner Budget	Energy Savings Goal (kWh)	Peak Demand Reduction Goal (kW)
Total :	\$376,658	1,429,737 kWh	380 kW
Incentive:	\$ 70,658		
*Non-Incentive:	\$306,000		

*(Marketing & Outreach, Technical Assistance and Direct Implementation)

EXHIBIT B

**ENERGY LEADER PARTNERSHIP PROGRAM
2013-14 GOALS & PARTNER BUDGET
FOR South County Santa Barbara**

Program Cycle Partner Budget and Goals:

	Maximum Partner Budget	Energy Savings Goal (kWh)	Peak Demand Reduction Goal (kW)
Total :	\$376,658	1,429,737 kWh	380 kW
Incentive:	\$ 70,658		
*Non-Incentive:	\$306,000		

*(Marketing & Outreach, Technical Assistance and Direct Implementation)

EXHIBIT B-2

**SOUTHERN CALIFORNIA GAS COMPANY
2013-2014 GOALS & SOUTH BAY ENERGY EFFICIENCY BUDGET**

Natural Gas Savings Target:

	2013	2014	2-year Total
SCG	14,000 Therms	14,000 Therms	28,000 Therms

Other non-resource goals are contained in the SCG PIP in Exhibit B-2

2013-14 South Santa Barbara County Partnership Budget

2013-2014 S. Santa Barbara County Partnership Total Non-Incentive Budget		\$56,650
SCG Incentive From SCG Core Programs ⁽¹⁾		\$28,000
SCG Authorized Budget		
SCG Administrative Other	-	
SCG Administrative Overhead	-	
Total Utility Authorized Budget	-	
Partners Authorized Budget	\$56,650	
2013-14 Total Non-incentive Program Budget	\$56,650	

Projected Allocations for Partners Authorized Budget \$37,705

	2013	2014
Administration	\$5,000	\$5,000
Marketing & Outreach	\$5,500	\$5,500
Direct Implementation	\$17,825	\$17,825
Incentive ⁽¹⁾	\$14,000	\$14,000

(1) Incentive is a part of SCG Core Program's Incentive Budget. The incentive level is \$1.00 per therm for calculated measures. Incentives for deemed measures are in accordance with the incentive levels for the applicable SCG Core Programs.

STAFF REPORT
COUNCIL MEETING DATE:
February 25, 2013

ITEMS FOR COUNCIL CONSIDERATION:

Orchard to Ocean Special Event Permit

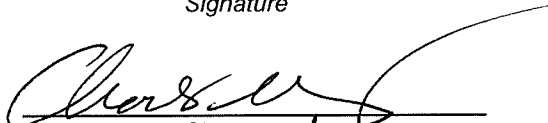
Report prepared by: Erin Maker, Environmental Coordinator

Department: Public Works



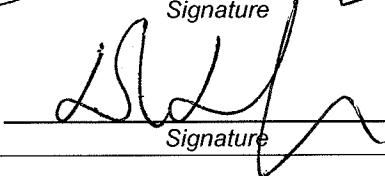
Signature

**Reviewed by
Public Works
Director:**



Signature

**Reviewed by
City Manager:**



Signature

ACTION X **NON-ACTION** ____ **STAFF RECOMMENDATION:**

Recommendation: That Council consider a request from the Carpinteria Education Fund for the City of Carpinteria to support the 21st Annual "Orchard to Ocean" event and direct staff as determined appropriate.

Motion: I move to approve the Special Event Permit and City support as described in the staff report.

I. DISCUSSION:

The Orchard to Ocean 5k run is an annual event that benefits the Carpinteria Unified School District. The event is organized by the Carpinteria Education Foundation, which has distributed over \$700,000 in funds to the eight schools in the Carpinteria Unified School District since its inception. The Carpinteria Education Foundation's mission is dedicated to excellence in education and offers support through grants and donations from the private sector, as well as promoting community involvement to meet the needs of the local school district.

The event is held on City streets and requires Special Event Permit approval. The event organizer is requesting that the City of Carpinteria support the 5k run by providing Department of Public Works personnel and traffic control equipment, including cones, safety vests and temporary No Parking signs. They also request that the City sponsor the event by waiving the non-profit Special Event permit application fee. For the last several years the Education Foundations has requested City sponsorship for this event. This event supports the local community, schools, education and is a general public benefit.

II. FINANCIAL CONSIDERATIONS:
--

The non-profit Special Event permit application fee is one hundred dollars (\$100.00). Public Works Maintenance staff time is approximately eight hundred and sixty dollars (\$860.00) for installation, monitoring and disassembly of traffic controls. This includes installing no parking signs in advance along Palm Avenue and street closure the day of the event, as well as staff overtime. The funding for sponsoring special events, such as Orchard to Ocean, comes from the City's General Fund.

VI. ATTACHMENTS:

Attachment A: Letter from the Carpinteria Education Foundation

Attachment B: Special Event Permit

Attachment C: Conditions of Approval

ATTACHMENT A



CARPINTERIA EDUCATION FOUNDATION, INC.
A Partnership for Excellence in Public Education

Executive Board

Sally Green
President

Paul Pettine
Past President

Mary Zeoli
Vice President

Ed George
Treasurer

Jane Craven
Secretary

Marybeth Carty

Board of Directors

Cherie Dayka
Janie Foley
Virginia Benson Wigle
Curtis Lopez
Brian Swarm
Erma Cervantes

Advisory Board

Paul Cordeiro
Gerardo Cornejo
Leslie Gravitz
Jeff Madrigal
Holly Minear
Kristen Mayville
John Merritt

Development Director

Patricia Alpert

February 7, 2013

Dear Carpinteria City Council,

On March 9th Carpinteria Education Foundation, Inc. is having its 21st Annual Orchard to Ocean Run.

This event fundraiser benefits all 8 public schools in Carpinteria from Summerland Elementary to Carpinteria High School. All proceeds go the school sites determined by their population.

If possible, could you waver the fees for this community event?

Thank you in advance for your continued support!

All my best,

A handwritten signature in black ink that reads "Patricia Alpert". The signature is fluid and cursive, with the first name "Patricia" written in a larger, more prominent script than the last name "Alpert".

Patricia Alpert

Development Director

805-566-1615

ATTACHMENT B

City of Carpinteria, California

DEPARTMENT OF PUBLIC WORKS



SPECIAL EVENT PERMIT APPLICATION

EVENT NAME: 21st Annual Orchard to Ocean 10k, 5k and 1 mile Fun Run

Public Works Director	Lieutenant	City Manager
Date	Date	Date

Applicant: Carpinteria Education Foundation, Inc. /5201 8th Street, Suite 311 Carp. Ca 93013/ 805-566-1615

Name	Address	Phone
Alternative Contact: <u>Patricia Alpert/154 Serafin Way Carp. Ca 93013/805-722-5909</u>		

Brief description of proposed event and request: 21st Annual Orchard to Ocean 10K, 5K and 1 mile fun run and walk is a
Carpinteria Unified School District fund raiser sponsored by
Carpinteria Education Foundation, Inc.

Event Date: Mar. 9, 2013 Start Time: 7am To: noon
 Assemble Time: 6am Place: Children's project at Main, Carp.
 Disassemble Time: noon Place: Children's project at Main, Carp.
 Estimated Number of Participants: 500

Type and estimated number of vehicles, animals, structures and/or equipment on site: Vehicle parking on side streets, race chute and PA equipment.

Support Requirements: Traffic ☐ Crowd Control ☐ Street Closure ☐ Other ☒

Soft closing of the street between 8th and 9th on the right side of the street beside Main School.

Loan of 60 cones, 40 vests, 25 "no parking signs" 20 delimitations to be picked up by Friday March 8, 2013.

Will this event cause any disturbance, noise or congestion in the vicinity of the proposed event?

Yes ☒ No ☐

If yes, please explain and give mitigating measures: A letter will be distributed to residents of surrounding area prior to the event.

Will food or beverages be sold at the event? Yes ☐ No ☒

If yes, what are you selling: _____

Route to be traveled (include diagram): see attached map.

Plans for traffic control (include diagram): Chalked course route, directional arrows, and course marshals.

Applicant shall submit traffic plans, event diagrams and any other information required to analyze the event and its impacts. The City may require additional information or requirements as necessary to ensure safe use of the City's facilities and or property. The City may attach additional Permit Conditions prior to the issuance of the permit and associated requests.

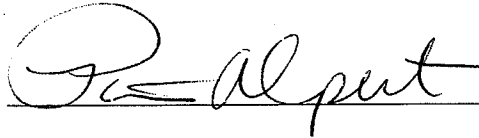
IMPORTANT: Before any special event permit application is approved, the Sheriff's Department must confirm traffic control plans. Traffic control is the responsibility of the event organizer. Contact the Sheriff's Office at 684-5405 ext. 426

INSURANCE REQUIREMENTS:

Not less than one million dollars (\$1,000,000) combined single limit for both bodily injury and property damage. The policy or policies shall also contain a provision that no termination, cancellation, or change of coverage for the insured or additional insured shall take effect until ten (10) days notice has been given in writing to the City Clerk of the City of Carpinteria.

THE CITY OF CARPINTERIA MUST BE SHOWN AS AN ADDITIONAL INSURED PARTY (PLEASE INCULDE POLICY ENDORSEMENT PAGE). THE CERTIFICATE MUST BE SUBMITTED ALONG WITH THIS APPLICATION.

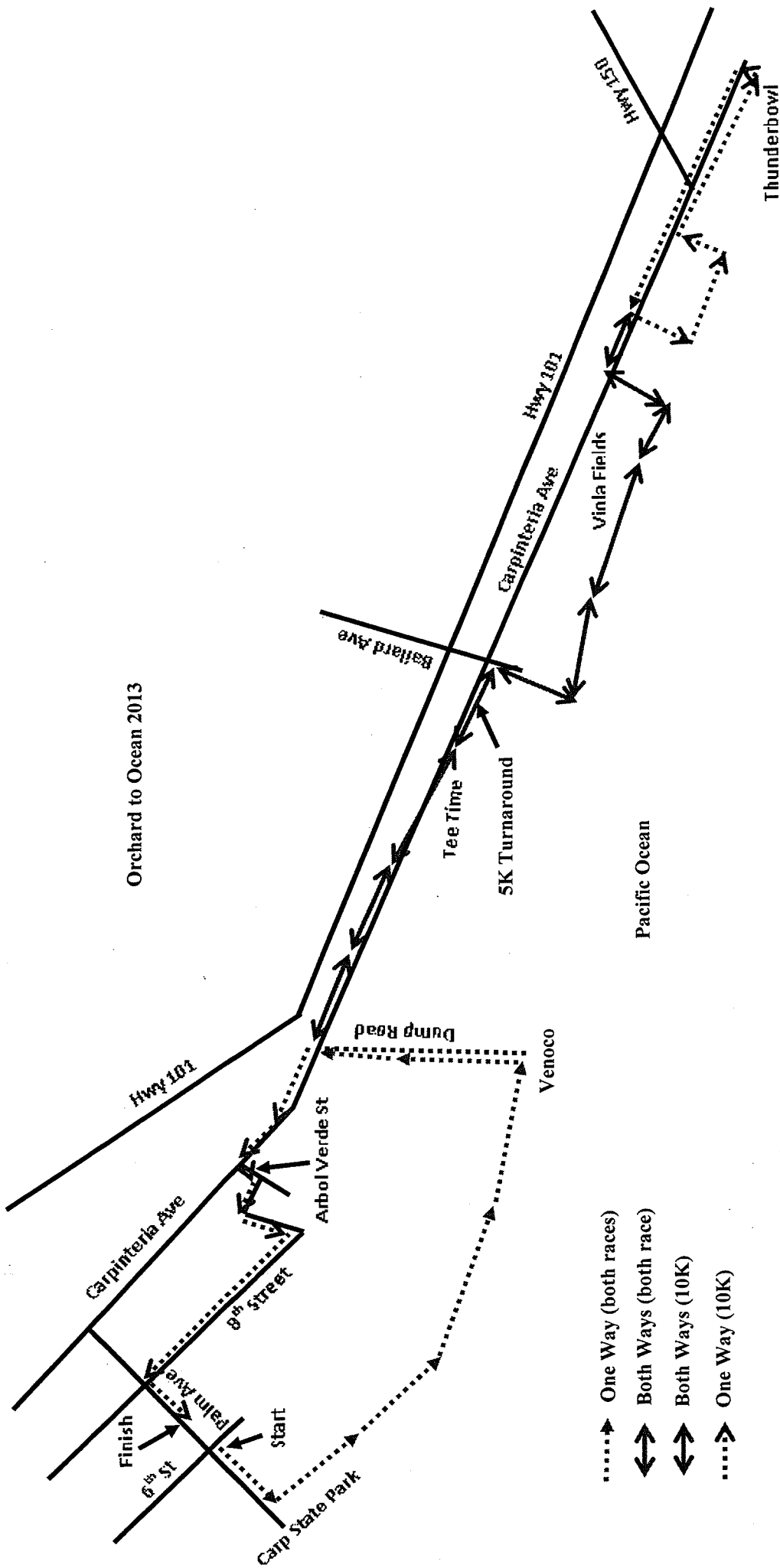
Applicant's Signature:



Date:

2/8/13

OFFICE USE ONLYFEE PAID: \$ _____ CHECK #: _____ CASH ☐ RECIEPT: _____ DATE: _____CERTIFICATE OF INSURANCE RECEIVED: YES ☐ NO ☐**ATTACHMENTS:**



.....> One Way (both races)

↔ Both Ways (both race)

↔ Both Ways (10K)

.....> One Way (10K)

WORK ORDER

☐ TO: STREET MAINTENANCE DIVISION

 REQUESTED BY: Charlie W. Ebeling, PE

Month	Date	Year.	No.
3	9	13	109

 LOCATION: PALM AVENUE

 At: 8th ST - 6th ST
☐ SIGN: _____ USA Ref. # _____

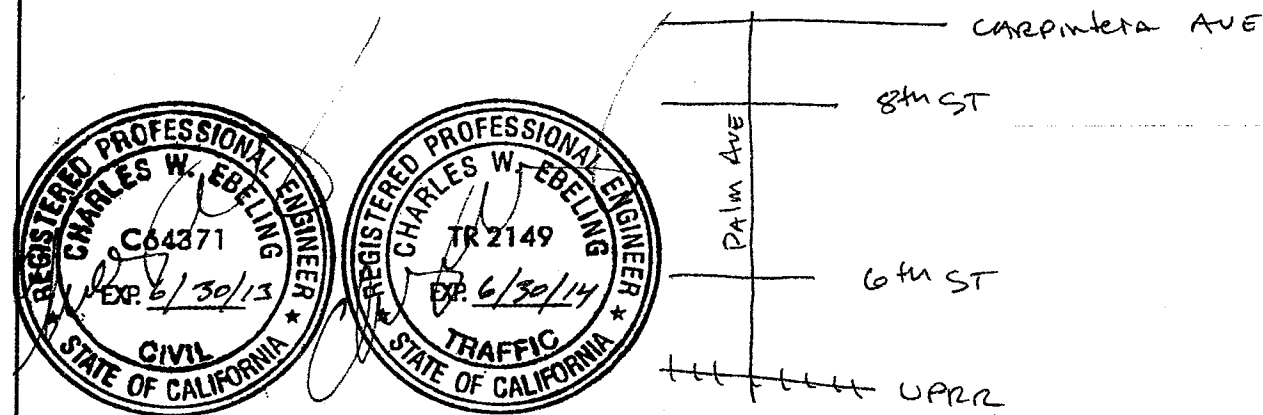
☐ PAVEMENT MARKINGS: _____

☒ Other See Attached Traffic Control Plan

 MESSAGE: Photograph when set-up.

 REMARKS: SEE up closure 6AM 3/9/13
TEAR DOWN closure NOON 3/9/13
INSTALL NO PARKING signs 3/6/13

LOCATION DIAGRAM



Installed By: _____, on (date): _____

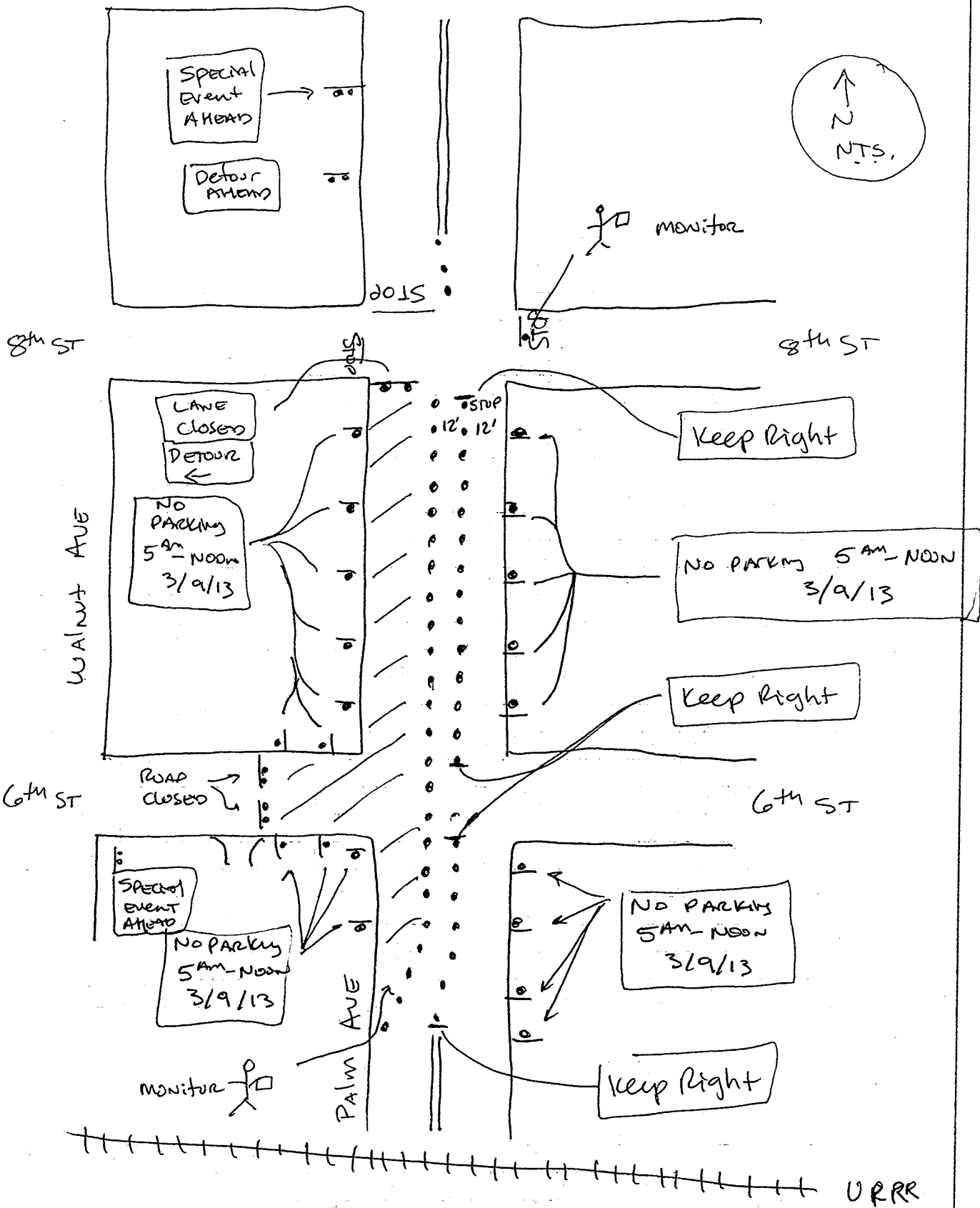
Checked By: _____

Return completed copy to City Engineer

By: _____

Date: _____

CARPENTER AVENUE



Chavez



ATTENTION RESIDENTS

ORCHARD TO OCEAN RUN SATURDAY, MARCH 9, 2013 TO BENEFIT THE CARPINTERIA PUBLIC SCHOOLS

On Saturday, March 9 the Carpinteria Education Foundation will be starting a 5K, 10K and 1 Mile Fun Run through the streets and surrounding areas of Carpinteria. The purpose of the event is to raise funds for schools in the district.

The 10K race will start at approximately 8:00 a.m. The 5K will start at approximately 9:00 a.m. and the 1-Mile run will start at approximately 10:00 a.m.

The streets in your neighborhood will not be closed at any time; however, there will a soft closure 6th-8th street, closed to through traffic and open to residents only. The runners will be on these streets from 8:00 a.m. until approximately 10:30 a.m. Please be extra cautious while entering and exiting driveways, should you need to drive on these streets during the race.

The proceeds from this event will benefit all the students of the Carpinteria Unified School District. Feel free to cheer on the participants, or come on out and run in the event along with us.

On Friday, March 8th the Main Family Resource Center inside parking lot will be closed to Tenant parking. We will be setting up the event area.

We hope that this event does not inconvenience you or your family. If you have any questions, please call 805-566-1615. Thank you for supporting our community!



February 8, 2013

Marybeth Carty
Race Coordinator
c/o Carpinteria Unified School District
P.O. Box 9
Carpinteria, CA 93014

Re: Carpinteria Bluff Top Property at Dump Road
21st Annual Orchard to Ocean Run
Saturday, March 9, 2013

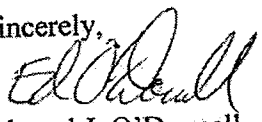
Dear Marybeth:

Congratulations on the 21st Annual Orchard to Ocean Run! This is Venoco's 15th year being involved with the run.

Venoco, Inc. is agreeable to allowing the March 9th Orchard to Ocean Run, to cross the property so long as (i) the Carpinteria Unified School District agrees to indemnify, defend and hold Venoco and Carpinteria Bluffs LLC harmless from any claims made against any of them arising from the event, and (ii) Venoco, Inc., its officers, directors, employees, agents and affiliates and Carpinteria Bluffs LLC, their officers, directors, employees, agents, affiliates and members are named as additional insureds under the School District's General Liability Policy (\$1,000,000 limit per occurrence).

If the foregoing is acceptable please have a representative of the Carpinteria Unified School District sign in the space below and provide me with a Certificate of Insurance prior to the day of the race. If you have any questions do not hesitate to contact me.

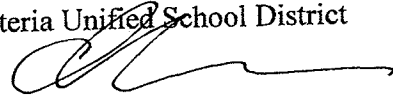
Sincerely,


Edward J. O'Donnell
Chief Executive Officer

Agreed to and Accepted this

12th day of February, 2013

Carpinteria Unified School District

By: 

Its: _____

CITY OF CARPINTERIA
STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS
For
SPECIAL EVENTS

RECEIVED

Special Event: 21st Annual Orchard to Ocean 10K, 5K

FEB 13 2013

Scheduled for: March 9, 2013

CITY OF CARPINTERIA

INDEMNIFICATION

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

EVENT SPONSOR shall notify CITY immediately in the event of any accident or injury arising out of or in connection with the permitted activity/event.

INSURANCE

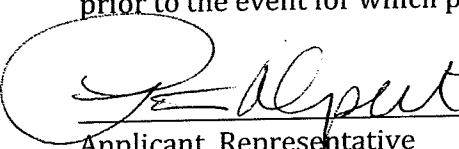
Without limiting the EVENT SPONSOR indemnification of the CITY, EVENT SPONSOR shall procure the following required insurance coverage at its sole cost and expense. All insurance coverage are to be placed with insurers which (1) have a Best's rating of no less than B+: VIII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the CITY. Such insurance coverage shall be maintained during the term of the permitted activity/event. Failure to comply with the insurance requirements shall place EVENT SPONSOR in default. EVENT SPONSOR shall provide a certified copy of any insurance policy to the CITY within ten (10) working days of scheduled event.

1. General Liability Insurance. The general liability insurance shall include personal injury liability coverage, shall afford coverage for all premises and operations of EVENT SPONSOR and shall include contractual liability coverage for this Agreement between CITY and EVENT SPONSOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles, which are operated on behalf of EVENT SPONSOR pursuant to EVENT SPONSOR activities hereunder. CITY, its officers, employees, and agents shall be named as Additional Insured on any policy. A copy of the endorsement evidencing that the CITY has been added as a named additional insured on the policy, must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Personal injury liability coverage shall also be in the amount of not less than \$1,000,000 per occurrence and aggregate. Said policy or policies shall include severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and

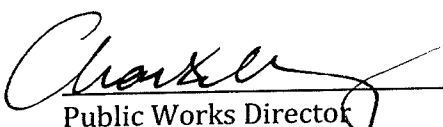
contributory to the full limits stated in the declarations, and if the CITY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only." Said policy or policies shall provide that the CITY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

EVENT SPONSOR shall submit to the office of the designated CITY representative certificate(s) of insurance and endorsements documenting the required insurance as specified above, prior to any related permit becoming effective. Current certificate(s) of insurance shall be maintained at all times in the office of the designated CITY representative, as a condition precedent to any permitted activity/event. The approval of insurance shall neither relieve nor decrease the liability of the EVENT SPONSOR.

2. A signed copy of this Agreement shall be submitted to the City of Carpinteria, Department of Public Works, 5775 Carpinteria Avenue, Carpinteria, California, 93013 prior to the event for which permission is requested.


Applicant Representative

2/12/13
Date


Public Works Director

2/20/13
Date

City Manager

Date

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/23/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Self Insured Schools of CA PO Box 1847 Bakersfield, CA 93303-1847	CONTACT NAME: PHONE (A/C, No, Ext): 661.636.4495 FAX (A/C, No): 661.636.4418 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Self Insured Schools of Calif.
INSURED Self Insured Schools of CA SISC II 1300 17th Street PO Box 1847 Bakersfield, CA 93303-1847 Carpinteria Unified School District	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 12-13 Carpinteria** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		SLP 7112 13	07/01/2012	07/01/2013	EACH OCCURRENCE \$ 1,750,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$
	☐ POLICY ☐ PROJECT ☐ LOC					GENERAL AGGREGATE \$
A	AUTOMOBILE LIABILITY		SAP 7112 13	07/01/2012	07/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,750,000
	☒ ANY AUTO		\$1,000 DEDUCTIBLE			BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS		ACV COMP/COLL			BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	BLANKET BUILDINGS & PERSONAL PROPERTY		SPP 7112 13	07/01/2012	07/01/2013	BLANKET LIMIT \$250,000 \$2,500 DEDUCTIBLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

*Participation in Orchard to Ocean Run, for which Carpinteria Education Foundation is listed as Additional Insured, as respects Carpinteria Unified School District's operations liability arising from their involvement in the above described event.

CERTIFICATE HOLDER Carpinteria Education Foundation P.O. Box 9 Carpinteria, CA 93014	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORDTM

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DATE (MM/DD/YYYY)

03/23/2012

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INSURED Self Insured Schools of CA SISC II 1300 17th Street PO Box 1847 Bakersfield, CA 93303-1847 Carpinteria Unified School District	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Self Insured Schools of Calif.	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES		CERTIFICATE NUMBER: 12-13 Carpinteria		REVISION NUMBER:		
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A	GENERAL LIABILITY		SLP 7112 13	07/01/2012	07/01/2013	EACH OCCURRENCE \$ 1,750,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$
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	DED					WC STATU-TORY LIMITS
	RETENTION \$					OTH-ER
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

*Use of facilities, streets and property during policy year, for which use the City of Carpinteria is listed as Additional Insured, as respects to written contract with the insured.

CERTIFICATE HOLDER

City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brent J. Whitman

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PRODUCER Self Insured Schools of CA PO Box 1847 Bakersfield, CA 93303-1847	CONTACT NAME: PHONE (A/C, No, Ext): 661.636.4495 FAX (A/C, No): 661.636.4418 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Self Insured Schools of Calif. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Self Insured Schools of CA SISC II 1300 17th Street PO Box 1847 Bakersfield, CA 93303-1847 Carpinteria Unified School District	NAIC #

COVERAGES

CERTIFICATE NUMBER: 12-13 Carpinteria

REVISION NUMBER:

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Participation in Orchard to Ocean Run, for which the State of California, its officers, agents, employees and servants are listed as Additional Insureds, but only insofar as operations under this contract are concerned.

CERTIFICATE HOLDER

CANCELLATION

State of California c/q Carpinteria Unified SD	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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COVERAGES

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*Participation in Orchard to Ocean Run, for which Venoco, Inc., its officers, directors, employees, agents and affiliates are listed as Additional Insureds, as respects to written contract with the insured.

CERTIFICATE HOLDER

CANCELLATION

Venoco, Inc.
Michael Edwards, VP, Land
6267 Carpinteria Avenue
Suite 100
Carpinteria, CA 93013

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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	☐ OCCUR ☐ CLAIMS-MADE					\$
	DED ☐ RETENTION \$					
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	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A			E.L. EACH ACCIDENT \$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

William Herbert Company
Attention: Allen Porter
4299 Carpinteria Avenue #201
Carpinteria, CA 93013

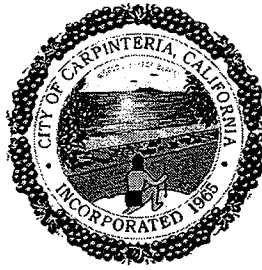
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AUTHORIZED REPRESENTATIVE



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ATTACHMENT C



**CITY OF CARPINTERIA
DEPARTMENT OF PUBLIC WORKS
SPECIAL EVENT CONDITIONS OF APPROVAL
FOR ORCHARD TO OCEAN
MARCH 9, 2013
PERMIT VALID FROM 6:00 AM TO 1:00 PM**

1. All participants shall sign written acknowledgment stating the following:
 - They do not have exclusive use of City streets
 - The California Vehicle Code must be complied with, including but not limited to section 21464, "Interference with Traffic Devices"
 - That due caution shall be exercised.
2. This permit for use of the public rights of way for the subject event is not intended to provide participants with any guarantee of safety in completing the proposed activity. Participants shall be responsible for their own safety in using the public rights of way.
3. This permit covers City street rights-of-way only. It shall be the applicant's responsibility to acquire any other permits or permission from other jurisdictions or departments, including the Community Development Department, and/ or private property owners.
4. Monitors shall be placed at strategic locations along the event route to ensure participants' compliance with the California Vehicle Code. Monitors shall wear neon safety vests. Monitors shall not perform traffic control operations.
5. The Event Sponsor shall conduct a pre-event briefing for all event monitors explaining the conditions of this permit and to instruct monitors that no vehicle entering or operating on the event route shall be unreasonably impeded.
6. Unsatisfactory conduct by event monitors, promoters or sponsors is grounds for revocation of this permit and/or denial of future permits.
7. 'No Parking' signs shall be installed 72 hours in advance in those areas where parking will be affected.
8. Barricades/cones shall be installed one half hour (minimum) prior to beginning of event and shall be removed immediately upon completion of the event. Vehicles shall be placed on the event side of any wooden barricades as an added measure of protection. All barricades shall be monitored to ensure emergency vehicles can enter and exit the event location without impediment.

9. All traffic control signage notifying motorists of approved road closures and detours shall be in conformance with the California Manual on Uniform Traffic Control Devices.
10. There shall be no amplified noise prior to 7:00 am.
11. Upon completion of this event, the Event Sponsor shall return all areas within the road right-of-way to its pre-event condition. This includes collecting and disposing of all trash and debris, and removing all posters and markings on paved surfaces. The use of spray paint or other permanent marking material is prohibited.
12. Recycling containers shall be provided to participants. Waste diversion shall be reported to Erin Maker, Environmental Coordinator at 805-684-5405 ext. 415 erinm@ci.carpinteria.ca.us (This information can be obtained from the waste hauler used for the event. A waste diversion sheet can be provided by the City if needed).
13. The Event shall comply with Municipal Code §8.52 Smoking Regulations. The Code prohibits smoking in all public places where other persons can be exposed to secondhand smoke. Pursuant to §8.52.060 D, the applicant shall designate a smoking area where smoking may be permitted subject to the conditions listed in §8.52.060 C.
14. Signs guiding event participants along the event route shall not imitate posted traffic control devices in any way except where they apply to all motorists and have been approved by the City Traffic Engineer.
15. The Event Sponsor shall warn participants of areas of the course which may be wet or muddy due to recent rains. Appropriate warning signs shall be placed by the Event Sponsor at such wet or muddy areas that may not otherwise be visible to participants well in advance.
16. It is the responsibility of the Event Sponsor to inspect the physical condition and determine the suitability of the event route. The City of Carpinteria makes no warranty, express or implied, as to the suitability of any roadway, bikeway or sidewalk for the event proposed. Not all City facilities are specifically designed for use as proposed.
17. The event may require permitting from other districts or agencies. The permittee shall obtain all necessary permits as may be required. Permittee shall maintain all permits and authorizations during the scheduled events for review by City Staff or other enforcement agencies. Other districts or agencies include, but are not limited to:
 - a. California Department of Transportation (CalTrans)
 - b. California Highway Patrol
 - c. The County of Santa Barbara Public Health Department
 - d. The Carpinteria-Summerland Fire Department
 - e. Santa Barbara County Sheriff's Department
18. The event coordinator shall notify the Sheriff's Department and Carpinteria-Summerland Fire District at least 72 hours prior to each event to ensure appropriate notification of street closure in case of an emergency. The Sheriff's Department may be contacted at (805) 681-4100. The Carpinteria Summerland Fire District may be contacted at (805) 566-2451.

I agree to comply with the above-mentioned special conditions.

Authorized signature

Date

Revised 6/20/11 EM

STAFF REPORT
COUNCIL MEETING DATE
February 25, 2013

ITEMS FOR COUNCIL CONSIDERATION

**Linden Avenue and Casitas Pass Road Interchanges Project – Initiation of the
City of Carpinteria Local Coastal Program Amendments and
Development Review Process**

Report prepared by: Jackie Campbell and Charles W. Ebeling, Directors
Departments: Community Development and Public Works


Signature


Signature

Reviewed by:
Dave Durflinger, City Manager


Signature

STAFF RECOMMENDATION

ACTION X NON-ACTION

Recommendation: That the City Council initiate Local Coastal Program Amendments and the City of Carpinteria Development Review and Permitting Process for the Linden Avenue - Casitas Pass Road Interchanges and Via Real Extension Project.

Motion: I move to initiate Local Coastal Program Amendments and the City of Carpinteria development review process for the Linden Avenue - Casitas Pass Road Interchanges and Via Real Extension Project.

I. PROJECT DESCRIPTION

The Linden Avenue - Casitas Pass Road Interchanges and Via Real Extension Project consists of replacing both the Linden Avenue and Casitas Pass Road US 101 overcrossings, reconfiguring the northbound on- and off-ramps at Casitas Pass Road, extending the northbound Linden Avenue on-ramp, replacing the US 101 freeway bridges over Carpinteria Creek and extending Via Real to Casitas Pass Road and to Linden Avenue. The project will also include new retaining walls, soundwalls, traffic signals and drainage structures. The California Department of Transportation (Caltrans) is the lead agency in proposing this joint City/SBCAG/Caltrans project. The project objectives are to improve access and operations at the two interchanges, improve operations on US 101, reduce the use of US 101 for local trips, and improve local vehicular, bicycle, transit and pedestrian circulation, in particular from areas north of US 101 to areas south of US 101 including downtown and coastal-oriented recreation resources. The construction cost of this project is estimated to be approximately \$75 million. The project is fully funded by the State Transportation Improvement Plan.

II. BACKGROUND

The purpose of this agenda matter is to allow the City Council an opportunity to initiate a legislative action that is required in order for the project to be approved, i.e., Local Coastal Program Amendments (LCPA), and to initiate the development review process for the required Conditional Use Permit and Coastal Development Permit for the project.

US 101 improvements including the Linden Avenue and Casitas Pass Road interchanges have been the subject of many City meetings and discussions since the 1970s. In the early 1990s, Caltrans began preparing for widening US 101 from Santa Barbara to Ventura County. The Santa Barbara County Association of Governments (SBCAG) started to accumulate State Transportation Improvement Funds (STIP) for the freeway widening improvements. Eventually, the widening project was dropped due to substantial community opposition. In 1995 SBCAG worked with the south Santa Barbara County local agencies to reallocate the STIP funding. At the request of the City of Carpinteria, \$16 million was programmed for the Linden Avenue and Casitas Pass Road Interchanges Project. The remainder of the STIP funds were used for various US 101 operational improvements and the "101 In Motion" study.

The purpose of the 101 In Motion study was to develop an action plan for addressing US 101 congestion. The objectives were to start with as wide a range of ideas as possible from the public, develop feasible alternatives, select a preferred package of solutions and then create an action plan. To prepare the study, SBCAG established a technical advisory committee and held numerous community workshops and presentations, several of which were held in Carpinteria. The study also included extensive data collection such as traffic volumes, truck volumes, collision data and rates, population, employment, housing and land use data, economic data including goods movement, and air quality. SBCAG presented the 101 In Motion Study to the Carpinteria City Council in October of 2005. The 101 In Motion Study culminated with the production of a final report in 2006. The study recommended several improvements to the US 101 corridor including Transit, Carpools, Commuter Rail Service and improvement to US 101. The study was dubbed "The Lane and The Train." While the 101 in Motion Study was being completed, preliminary design on the Linden Avenue and Casitas Pass Road Interchanges Project got underway.

Throughout the 2000s, the City and Caltrans worked together to examine 17 project alternatives. The alternatives included many different interchange configurations. Eventually, four viable alternatives were chosen by the City and Caltrans to be studied in an environmental document. A project Environmental Impact Report (EIR) was completed by Caltrans in July 2010. The discussion below describes the most recent Council actions related to this project.

January 28, 2013

To address lingering City Council concerns regarding the number of lanes necessary for the Casitas Pass Road Overcrossing, Caltrans, SBCAG and the City's Public Works Department prepared an update to the project's various traffic studies. Based on two methodologies used to assess existing and future traffic conditions, the City Council directed staff to continue to work on the project construction plans for the Linden Avenue and Casitas Pass Road Interchanges with a four-lane Casitas Pass Road Overcrossing. At this same meeting, the City Council received and accepted the recommendations of the Design Review Team which had been formulated over the previous several months.

February 11, 2013

A City Council Public Hearing was held to discuss the Freeway Agreement with Caltrans. The California Streets and Highways Code requires Caltrans to document the understanding between the City and Caltrans relating to the planned traffic and circulation features of the freeway. The Freeway Agreement must be completed before Caltrans can purchase right-of-way, e.g., the Former Whitney Property. The purpose of the Freeway Agreement between the State and the City is, generally, to recognize where and how local streets will be affected by the State highway project. The City Council adopted Resolution No. 5441 authorizing the execution of a Freeway Agreement with the State of California, Department of Transportation for the Linden Avenue and Casitas Pass Road Interchanges Project. At the request of the City Council, information on the proposed locations of project soundwalls was also presented.

III. DISCUSSION

Initiation of Local Coastal Program Amendments (LCPA)

Coastal Commission and City of Carpinteria staff have concluded the Carpinteria Local Coastal Program (LCP) must be amended in order to accommodate the proposed project. The City Council is being asked to initiate the process by which the legislative action necessary can be considered; first by the Planning Commission and City Council, later by the California Coastal Commission. The general scope of the envisioned amendments is summarized below, to assist Council in their decision to initiate the process.

City planning staff will prepare a proposed amendment to the Local Coastal Program to modify the language regarding agriculture resources and wetland resources as necessary to permit encroachment of project improvements in a limited manner into areas containing these sensitive resources. Because the project would be inconsistent with existing protection policies for these resources, the Coastal Act requires not only complete mitigation for the resources impacted (such as creation or restoration of degraded wetlands to offset those lost), but also mandates that the LCP Amendments will "on balance" result in greater protection of coastal resources.

Findings in support of these Coastal Act regulations are requisite to City and Coastal Commission approvals of the LCPA.

With respect to agricultural resources, the proposed project would convert approximately four acres of land from agriculture to public roadway facility at the Former Whitney Parcel (northeast corner of US 101 northbound offramp/Casitas Pass Road intersection). To mitigate the loss of agricultural land caused by the project, and to ensure agriculture in the Carpinteria Valley remain a sustainable resource, a robust agriculture preservation program is proposed. The basic elements of the proposed Agricultural Preservation Program include the following.

1. In order to prevent conversion of the four-acre remainder parcel out of agriculture, ownership of the property shall be transferred to the City of Carpinteria to be used for organic farming, community gardening or agriculture education. An Agriculture Conservation Easement (ACE) shall be placed on the property that will prohibit non-agricultural uses on the property in perpetuity. Portions of the parcel that lie within the Carpinteria Creek channel, associated environmentally sensitive habitat area (ESHA) or riparian corridor buffer shall be excluded from the ACE to protect environmentally sensitive resources from disturbance associated with agricultural activities.
2. To address the long-term loss of agricultural productivity in Carpinteria associated with the conversion of five acres of agricultural land to transportation uses, establish a community garden system within the City of Carpinteria to both allow and encourage residents to cultivate their own produce.
3. To further offset the project-related direct loss of five acres of existing productive agricultural land within the City of Carpinteria, the two agricultural parcels that are currently included within the City's Sphere of Influence on Via Real (APN 001-080-033 and APN 001-180-026) will be removed from the City's Sphere of Influence and remain in the County with no plans for annexation to the City. These parcels are outside of the City's urban/rural limit line and County of Santa Barbara and Local Area Formation Commission (LAFCO) policies direct that urban development should occur primarily within the urban limits of incorporated cities. Removing these parcels from the City's Sphere could be found consistent with City, County and State interests in preserving agricultural lands within the Carpinteria Valley and would reduce their potential to be converted to urban development in the future.

With respect to wetland resources, the project will be required to mitigate for the encroachment of project elements into wetland or wetland buffer areas, through the creation or restoration of wetland at an appropriate replacement ratio, the incorporation of best management practices to avoid storm water pollution associated with the project and educational or interpretive displays shall be installed and maintained at key path/trail locations in close proximity to sensitive coastal resources.

However, in addition to the above mitigation programs, the project must be found to result in a net benefit to coastal resources. Coastal Commission staff have indicated the project must include as integral components such features as development of bikeway or multi-use trails to close gaps in existing regional trails systems providing direct access to beaches and other coastal recreation opportunities.

Coastal Commission staff and City staff have identified the following two important trail system improvements that are to be included in the Linden Avenue - Casitas Pass Road Interchanges Improvement Project and/or the South Coast HOV project.

- Rincon Trail – Proposed bike path extending from the eastern terminus of Carpinteria Avenue to Rincon Beach County Park. This path would link the bikeway along Carpinteria Avenue with the new Class I Bike Path being constructed with the Ventura/Santa Barbara HOV Lane project, eliminating the need for cyclists to use the shoulder of US 101 along this segment.
- Extension of Santa Claus Lane – Proposed bike path extending from the eastern terminus of Santa Claus Lane and connecting to the western terminus of Carpinteria Avenue. This segment would link to Santa Claus Lane, closing a substantial gap in the California Coastal Trail system.

Initiation of City Development Review Process

The Carpinteria Municipal Code (Section 14.62.030, Conditional Uses) requires that public improvement proposals such as the Linden Avenue - Casitas Pass Road Interchanges and Via Real Extension Project obtain a Conditional Use Permit (CUP). Because the project is located within the Coastal Zone, a Coastal Development Permit is also required. Both of these permits are discretionary in nature, with the Planning Commission having responsibility to make recommendations on the permit decisions to the City Council, in conjunction with a recommendation on the Local Coastal Program Amendments (LCPA).

Coastal Commission and City of Carpinteria staff have also concluded the Carpinteria Local Coastal Program (LCP) must be amended in order to accommodate the proposed project. Authority to approve an Amendment to the Carpinteria LCP is held jointly by the City Council and the Coastal Commission. Coastal Commission staff has consented to simultaneous review of the CUP/CDP and LCPA for this project, which will allow direct comparison of physical project components against the amendments requested within the LCPA to accommodate these components. Procedurally, the City will complete local review of the CUP/CDP and LCPA, concluding in a conceptual action on the CUP/CDP permits that will become final once the City and Coastal Commission complete review of the LCPA.

Staff is recommending the Council authorize initiation of the City development review process for the Linden Avenue - Casitas Pass Road Interchanges project at this time. The following describes the steps in the discretionary review process that will follow this initiation.

Planning Review/Environmental Review

Planning staff will review the proposal for consistency with General Plan and Local Coastal Land Use Plan policies, the zoning code, the Carpinteria Municipal Code and the Coastal Act. The proposal will also be evaluated to determine if the current project components have been adequately addressed in the EIR prepared by Caltrans or if subsequent environmental review is needed. If subsequent environmental review is required, a draft document would be prepared by staff and circulated for public review and comment. Final review of any additional environmental review document would occur concurrent with review of the project permits and LCPA.

ARB Preliminary Review

The Architectural Review Board (ARB) provided conceptual review of the original Caltrans proposal. The DRT was later formed to provide additional recommendations during the design process. As part of the review leading to Planning Commission consideration of the project, ARB will provide preliminary level review of the Caltrans design. Preliminary review can entail multiple public meetings, if the initial designs do not meet local policies and objectives or are not detailed enough.

Planning Commission Review

Once staff level planning review and environmental review have been concluded and the project has received a preliminary recommendation from the ARB, the project will be presented to the Planning Commission (PC) for discretionary review of the requested Conditional Use Permit (CUP), Coastal Development Permit (CDP) and Local Coastal Program Amendments (LCPA). The PC will make a recommendation to the Council on whether to approve, approve with conditions or deny the requested CUP/CDP and LCPA.

City Council Review

The City Council holds the local approval authority for the CUP/CDP and LCPA. The City Council will be asked to take a conceptual action on the project permits pending review by the Coastal Commission of the LCPA. For the LCPA, the Council will make a recommendation that the Coastal Commission approve the LCPA, and will submit the final LCPA packet to the Commission for its consideration.

Coastal Commission Review

Once the City conceptually approves the CUP/CDP and makes a final recommendation on approval of the LCPA, the LCPA will be submitted to the Coastal Commission for review. The Coastal Commission staff will conduct planning review, prepare a staff report and conduct its own public hearing on the LCPA request. The Commission may accept the LCPA as written, or may return the LCPA to the City with suggested modifications to be incorporated into the LCPA package. If there are suggested modifications, the Council would consider the modifications and decide whether to accept them. Once this iterative process between the Council and Commission is completed and both agencies accept the proposed LCPA, the City's conceptual approval of the CUP/CDP can be finalized. Once these permits are approved, the City's action on the permits can be appealed to the Coastal Commission. If no appeal is filed, the City's action becomes final after ten working days.

ARB Final Review

After the LCPA and CUP/CDP approvals are completed, but before Caltrans can begin construction, ARB will conduct its final design review public meeting(s) to ensure the project construction plans conform to the preliminary design and that all design features have been specified and detailed on the project plans.

IV. POLICY

The Linden Avenue - Casitas Pass Road Interchanges and Via Real Extension Project was included in the Circulation Element of the 2003 (current) City of Carpinteria General Plan/Local

Coastal Land Use Plan. The plan included descriptions for rebuilding several of the US 101 interchanges within the City, including those at Linden Avenue and Casitas Pass Road. For this project, the Project Development Team, including Caltrans, the City of Carpinteria and SBCAG, identified five project objectives as part of the initial planning effort:

- Improve access to and operations at the Linden Avenue and Casitas Pass Road Interchanges;
- Improve operations on US 101;
- Reduce the use of US 101 for local trips;
- Improve local vehicular circulation, including connectivity on Via Real; and
- Improve local bicycle and pedestrian connectivity.

These project objectives are consistent with the City's Objective C-1 and Policy C-3f in the Circulation Element. In addition to the General Plan/Local Coastal Land Use Plan objectives and policies regarding freeway corridor improvements, Policy 3-Cf discusses improvements to travel characteristics of the City's circulation plan by directing the consideration of a continuous and direct east/west surface street north of and parallel to US 101 to improve the efficiency of local traffic circulation. The Plan goes on to state that a westerly extension of Via Real to Casitas Pass Road and from Vallecito Road to Linden Avenue should also be considered.

In fact, using the Circulation Element policies, the City has been able to work with Caltrans to evolve the project design in a manner that ensures greater consistency with the goals and objectives of the General Plan, such as changes to the alignment of the Via Real Extension and the width and height of both Linden Avenue and Casitas Pass Road overcrossings. Most recently, the City Council discussed the adequacy of the proposed system of soundwalls. In particular, Councilmembers expressed concern about the lack of soundwalls adjacent to residences along Cameo Road and Pacific Village Road. Staff is recommending that the extent, location and design of soundwalls is an appropriate subject for consideration during the development review process. It is anticipated that this issue and others of similar import to the public will be presented, deliberated upon and decided through the City's development review process. City policies and regulations provide an adequate basis for City decisionmakers to determine the appropriate extent, location and design of all project features, including soundwalls, and the City has authority to make any necessary changes to the proposed project through its local permitting process.

V. RECOMMENDATION

Based on the progress made by the project partners, Caltrans, the City of Carpinteria and SBCAG, in developing and readying the project for the City's Development Review and Permitting process and the need for amending the Local Coastal Program to enable a Conditional Use Permit and Coastal Development Permit for the project, staff recommends that the City Council initiate the LCPA and the development review process for the CUP/CDP.



Project Overview - Fall 2012

CITY OF CARPINTERIA
DEPARTMENT OF PUBLIC WORKS
**LINDEN AVENUE AND CASITAS PASS ROAD
INTERCHANGES PROJECT**



STAFF REPORT
COUNCIL MEETING DATE:
February 25, 2013

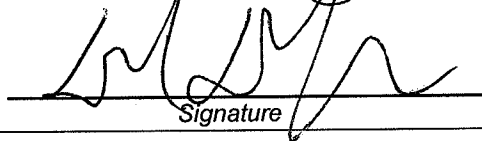
ITEMS FOR COUNCIL CONSIDERATION:

Authorization and Award for Construction of City Maintenance Project No. 15003, El Carro Lane Sidewalk Maintenance In-fill Project (Phase 2) to Shaw Contracting, Inc.

Report prepared by: Charles W. Ebeling, Director
Department: Public Works


Signature

**Reviewed by
City Manager:**


Signature

ACTION X **NON-ACTION** ____

Staff Recommendation: That the City Council: a. Receive this staff report, b. Hear any verbal debate on bid protest (if any), c. Authorize the Mayor to sign the contract for City Maintenance Project No. 15003 El Carro Lane Sidewalk Maintenance In-fill Project Phase 2, d. Approve a project budget of \$151,725.00, and e. Award the contract to the recommended contractor.

Sample Motion: I move that the City Council receives this staff report, authorize the Mayor to sign the contract for City Maintenance Project No. 15003 El Carro Lane Sidewalk Maintenance In-fill Project Phase 2, approve a project budget of \$151,725.00, and award the contract to the recommended contractor.

I. BACKGROUND/DISCUSSION:

The City of Carpinteria Capital Improvement Program includes the El Carro Lane Sidewalk In-fill Project. Penfield and Smith, Inc. prepared the plans, specifications, and engineering cost estimates for curb, gutter, sidewalk and driveway improvements on the north side of El Carro Lane west of the El Carro City Park. The project is planned to be completed in two phases. Phase 1 of the improvements will include Americans with Disabilities Act (ADA) accessibility ramp improvements with curb extensions at the El Carro Lane/Namouna Street intersection, replacement of damaged sidewalk and driveways along the El Carro Park frontage, and in-fill

and repairs of sidewalk extending approximately 250 west of the park boundary along the north side of El Carro Lane. Phase 2 of the project begins at the westerly terminus of the Phase 1 improvements and then west continues west to the St. Joseph Catholic Church property.

On May 14, 2012, the City Council authorized the consulting firm of Penfield & Smith to proceed with the project design and preparation of construction documents for both phases of the project. Phase 1 was completed in January of 2013 under budget.

On January 22, 2013, Phase 2 of the El Carro Lane Sidewalk Project was advertised. The bid documents were made available to the list of pre-qualified engineering contractors (Class A license). A total of 11 bids were received.

Bidder 1	Shaw Contracting, Inc.	\$ 112,477.50
Bidder 2	Santa Barbara Plumbing Co, Inc.	\$ 113,000.00
Bidder 3	Aguilera Brothers Construction	\$ 122,143.60
Bidder 4	Lapidus Contractors	\$ 132,841.00
Bidder 5	Newton Construction	\$ 137,829.90
Bidder 6	Toro Enterprises	\$ 142,566.60
Bidder 7	Berry General Engineering	\$ 142,750.00
Bidder 8	Lash Construction	\$ 147,922.00
Bidder 9	Tomar Construction	\$ 150,556.00
Bidder 10	Tremwell Construction	\$ 167,028.80
Bidder 11	V. Lopez & Sons	\$ 167,198.40

Bidder 2 had minor irregularities with two of the required forms not being submitted (pages 12 and 13). Public Works Staff determined that this irregularity was not material and did not give any one bidder a competitive advantage or benefit not enjoyed by others. The lowest three responsible bidders had bids that were within eight percent of each other. The engineers estimate was in the middle of the bids received. A concern was raised related to the lack of a licensed Land Surveyor on the low bid contractor's team. Staff reviewed the concern and found that the contract documents did not require that a licensed Land Surveyor perform the Construction Surveying. Research in the Public Contract Code section 4104(a)(1) found that for streets and highway projects, a subcontractor needs to be listed if the value of the work is more than one-half of one percent of the prime contractor bid or \$10,000 whichever is greater.

The Phase 2 project, pending the City Council's approval, is scheduled to begin construction around March 2, 2013 with construction of Phase 2 being completed by mid-April 2013. The total number of working days anticipated for this project is 30 calendar days.

To supplement City Staff resources, a Construction Inspection Contract has been obtained from MNS Engineers, Inc. The inspection services will provide assurance that the project will be completed in accordance with the approved construction documents. City Staff will continue to provide a liaison between the public impacted by the project and the contractor. Public Works staff recommends awarding of the contract to Shaw Contracting, Inc.

II. POLICY:

The proposed project is included in the Street and Thoroughfares section of the current City of Carpinteria Capital Improvement Program. At the Annual Work Plan meeting held on January 28, 2012, the Council directed staff to make this project a high priority Public Works capital project in fiscal year 2012-13. This project also addresses many of the goals, objectives and policy statements in the pedestrian circulation section of the Circulation Element in the City of Carpinteria General Plan.

This project was let to informal bid in accordance with the California Public Contract Code California Uniform Construction Cost Accounting Commission Manual on January 22, 2013. On February 19, 2013 sealed bids were opened and evaluated for completeness. Shaw Contracting, Inc. was subsequently deemed to be the lowest responsible bidder and asked to begin preparations for award.

This project will be funded through Measure A. Measure A has a requirement to allocate 10% of the City's annual allocation on alternative transportation projects. This sidewalk project is consistent with that requirement.

III. FINANCIAL CONSIDERATIONS:

The Engineer's Estimate for total construction of the Phase 2 project was \$145,923.70. The lowest responsive bid was \$112,477.50. The construction inspection services contract amount is \$13,960.00. A contingency fund is also being established to cover any unexpected costs that may arise during the construction of the project. The following table summarizes the project costs and funding:

<u>Project Costs</u>		<u>Project Funding</u>	
General Construction:	\$112,477.50	Measure A Funds	\$151,725.00
Construction Management:	\$ 13,960.00		
<u>20% Contingency</u>	<u>\$ 25,287.50</u>		
Total Costs	\$151,725.00	<u>Total Funding</u>	<u>\$151,725.00</u>

This project was budgeted in the adopted 2012-2013 Public Works budget under Street Maintenance 79.

IV. ATTACHMENTS:

Attachment A - Bid Summary

Attachment B - Construction Contract with Shaw Contractors, Inc.

ATTACHMENT A

PROJECT: El Carro Lane Sidewalk In-Fill Project Phase 2
PROJECT NO: 15003
BID OPENING DATE: 2/19/13

OTHER BIDS	
Newton Construction	\$ 137,829.90
Toro Enterprises	\$ 142,566.60
Berry General Engineering	\$ 142,750.00
Lash Construction	\$ 147,922.00
Tomar Construction	\$ 150,556.00
Trenwell Construction	\$ 167,028.80
V Lopez & Sons	\$ 167,198.40

BID REVIEW				
PERCENT DIFFERENCE BETWEEN BIDS			BID RANGES	
	TOTAL COST	%		
LOWEST BID	\$ 112,477.50			
2ND BID	\$ 113,000.00	0%	0-6	Yes
LOWEST BID	\$ 112,477.50			
3RD BID	\$ 122,143.60	8%	0-9	Yes
LOWEST BID	\$ 112,477.50			
BID HIGHEST BID	\$ 167,198.40	33%	0-17	No
LOWEST BID	\$ 112,477.50			
ESTIMATE	\$ 145,923.70	23%	0-20	No

ATTACHMENT B

A. CONTRACT

PROJECT: EL CARRO LANE PHASE 2 - STA 1+40+/- TO 5+45+/- & STA 9+20+/- TO 11+45+/-
CITY PROJECT NO. 15003

AMOUNT OF CONTRACT: \$ 122,477.50

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, by and between the City of Carpinteria hereinafter referred to as "City", and Shaw Contracting, Inc. hereinafter referred to as "Contractor".

IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS SET FORTH BELOW, THE PARTIES AGREE as follows:

ARTICLE I: GENERAL

Contractor agrees to perform and complete in a workmanlike manner all work required under the Bidding Schedule of City's Contract Documents entitled SIDEWALK INFILL PROJECT (EL CARRO LANE PHASE 2 - STA 1+40+/- TO 5+45+/- & STA 9+20+/- TO 11+45+/-) CITY PROJECT NO. 15003 and in accordance with its Specifications and Drawings, to furnish at his own expense all labor, materials, equipment, tools, transportation, and services necessary there for, except such materials, equipment and services as may be stipulated in the Specifications to be furnished by City, and to do everything required by the Agreement and the Contract Documents, for the sum of One Hundred Twenty Two Thousand, Four Hundred Seventy Seven Dollars and Fifty Cents, \$122,477.50.

ARTICLE II: PAYMENT

For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools, and equipment, and doing everything required by this Agreement, the said Specifications, Drawings and other Contract Documents; for all loss and damages arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said City, and for all risks of every description connected with the work; for all expenses resulting from the suspension or discontinuance of work, except as are expressly stipulated in the Contract Documents to be borne by City and for completing the work in accordance with the requirements of the Contract Documents City will pay, and said Contractor shall receive, in full compensation there for, the above named price.

ARTICLE III: CONSIDERATION

Contractor agrees to perform the work according to the terms of this Agreement for the abovementioned price and City agrees to pay Contractor at the time, in the manner, and upon the conditions stipulated in the Contract Documents. City and Contractor, for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants contained in this Agreement and in the Contract Document.

ARTICLE IV: WAGES

The general prevailing rates of per diem wages and general prevailing rate for holiday and overtime work in the locality in which the work is to be performed have been determined by the City. Said general prevailing rates of per diem wages are incorporated and made a part of this Agreement. The Contractor agrees that he, or any subcontractor under him, will pay not less than the foregoing specified prevailing rates of wages to all workmen employed in the execution of the Contract.

Any contractor, who is awarded a public works project and intends to use a craft or classification not shown on the general prevailing wage determinations, may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of the call for bids.

ARTICLE V: HOURS AND WORKING CONDITIONS

The City is a public entity in the State of California and is subject to the provisions of the Government Code and the Labor Code of the State. It is stipulated and agreed that all provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth this Agreement and will be complied with by the Contractor.

ARTICLE VI: CONTRACT TIMES

The Work shall be completed within 30 calendar days from the commencement date stated in the Notice to Proceed. Maintenance periods will begin immediately following the City's determination that the SIDEWALK INFILL PROJECT (EL CARRO LANE PHASE 2 - STA 1+40+/- TO 5+45+/- & STA 9+20+/- TO 11+45+/-) CITY PROJECT NO. 15003 is substantially complete. A notice of Completion will be issued after the acceptance of the project by the City.

ARTICLE VII: LIQUIDATED DAMAGES

City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified in Article 2, plus any extensions thereof allowed in accordance with the terms of the Contract Documents. The parties also recognize that the amount of City's actual damages in the event of such delays are impractical and infeasible to determine at this time. Accordingly, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the City \$1000.00 (one thousand dollars) for each calendar day that expires after the time specified in Article 2, plus any extensions, until actual completion of the Work. The payment of liquidated damages pursuant to this Article is for the limited purpose of compensating City for the costs and expenses associated with the delay in receiving the benefits and use of the Work and not for other damages that may be incurred by the City. The Contractor's responsibility for or payment of liquidated damages shall not in any way preclude the City from pursuing any of its other remedies under the Contract Documents or Laws for the Contractor's failure to complete the Work in a timely manner or otherwise satisfy its obligations as required by the Contract Documents.

ARTICLE VIII: ASSIGNMENT

No assignment by a party to this Agreement of any rights under or interests in the Contract Documents will be binding on another party without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

City and Contractor each binds itself, its successors, assigns and legal representatives to the other party, its successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE IX: COMPONENTS OF AGREEMENT

The Notice to Bidder, Information for Bidders, Contractor's Proposal, Bid Certificates, Bidding Schedule, Bid Bond or other acceptable guaranty, Bidder's Statement Regarding Insurance coverage, List of Subcontractors, Bidders License and Experience Statement, Noncollusion Affidavit, Agreement Certificates, Material and Labor bond, Performance Bond, Certificate of Compliance, Worker's Compensation Certificate, Notice of Award, Acknowledgment of Notice of Award, Insurance Endorsements, Sole Proprietor Statement, Escrow Agreement for Security Deposits in Lieu of Retention, Notice to Proceed, Closeout Agreement and Release of Claims, Insurance Specifications for Construction Contracts, Labor Provisions, General Provision Modifications (incorporating Provisions, Standard Specifications for Public Works Construction, 2013 Edition, including supplements, as modified), Special Provisions, Statutory Requirements, Specifications, Project Drawings, BMP's and all Addenda issued by the City with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Agreement.

IN WITNESS WHEREOF, this contract has been executed on the day and year first above written.

APPROVED AS TO FORM:

BUSINESS TAX COMPLIANCE

City Attorney

Business Tax and Permit Inspector

APPROVED AS TO CONTENT:

CITY OF CARPINTERIA
a Municipal Corporation

City Engineer

Mayor

ATTEST:

CONTRACTOR:

City Clerk

Authorized Signature

Title

STAFF REPORT
COUNCIL MEETING DATE:
February 25, 2013

ITEM FOR COUNCIL CONSIDERATION:

Award of an Engineering Services Contract to further the design of the Carpinteria Rincon Trail.

Report prepared by:
Matthew Roberts, Parks and Recreation Director


Signature

Reviewed by:
Dave Durlinger, City Manager


Signature

STAFF RECOMMENDATION:

Action Item: ✓

Authorize the City Manager to execute a Professional Design Services Contract with Bengal Engineering, Inc. in an amount not to exceed \$150,000.00.

Sample Motion: I move to authorize the City Manager to execute a Professional Design Services Contract with Bengal Engineering Inc. in an amount not to exceed \$150,000.00.

**I. BACKGROUND/
DISCUSSION:**

The proposed Carpinteria Rincon Trail would extend from the eastern end of Carpinteria Avenue, in the City of Carpinteria, to the western end of Rincon Beach County Park and the Ventura County Line in unincorporated Santa Barbara County. The route requires the grading of an existing engineered terraced slope, the installation of an approximately 130 foot long bridge to cross the railroad tracks and then utilizes an abandoned rail road route to make its connections to Rincon County Beach Park.

The project's conceptual design was originally funded with a grant from the County of Santa Barbara Coastal Resource Enhancement Fund in the amount of \$25,000. These funds were used to produce a Project Study Report (PSR). In this report, the preliminary survey and engineering work was completed.

The City also obtained a Coastal Conservancy Grant in the amount of \$50,000 to perform an environmental evaluation study compliant with the provisions of the California Environmental Quality Act (CEQA).

A public comment draft of the CEQA report was circulated. Based upon comments from Santa Barbara County Parks and Cal Trans, the PSR will require some additional details to provide sufficient information for agency analysis and to reflect some of the changes that have been requested.

Consequently, the proposed scope of work in the next engineering phase of the project will be to conduct a physical soil analysis (geotechnical investigation), additional grading analysis to optimize trail grades and Cal Trans Highway Design Manual Chapter 1000 Bikeway Planning and Design standards, and the design of trail head amenities at the eastern terminus of the trail. In addition, the proposed free span bridge that crosses the railroad will be further investigated to best select abutment design and bridge type.

For the selection of professional services, the City may negotiate a contract with the best qualified firm in the opinion of the City for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services at compensation which the City determines is fair and reasonable and does not need to seek price competitive bids. (Gov. Code 4528)

City Staff has interviewed three engineering firms including site visits in each case. After some consideration, Staff is recommending Bengal Engineering be assigned the work. The firm has significant experience in bridge projects and has professional experience working with Cal Trans and Union Pacific Railroad.

Bengal Engineering's proposal.

II. POLICY:

This Bikeway extension between the eastern terminus of Carpinteria Avenue and Rincon County Beach Park will make a significant inner connection of the California Coastal Trail. The completed project will improve highway and railroad safety, encourage non-motorized bike use and hiking and encourage tourism. The trail will provide improved coastal access in an area with stunning natural beauty.

The City's General Plan and Local Coastal Plan policy OSC-14 directs the City to pursue the provision of adequate parks and open space for all community members.

In addition Implementation measure No. 70 reads as follows:

70. Continue the development of a coastline trail to extend from Carpinteria City Beach to Rincon Beach Park with vertical access points placed as frequently as possible to encourage public access.

III. FINANCIAL CONSIDERATIONS:

The amount required to complete this phase of the project is \$150,000. The City has been awarded a Measure A grant that fully funds the recommended City Council Action. This amount is already in the City's adopted FY 2012-2013 budget.

It is anticipated that an additional \$100,000 will be required to bring the engineering plans up to 100% complete in a form ready to public bid. These funds, as well as construction funding, have not yet been secured.

IV. LEGAL ISSUES:

None

V. ALTERNATIVE:

The City Council could decline to award this engineering services contract and ask staff to research other options.

VI. ATTACHMENTS:

Consultant's Proposal
Engineering Services Contract
Trail graphic



1. COVER LETTER

February 13, 2013

RE: Bengal Engineering's Proposal to Provide Preliminary Design Engineering Services for the Carpinteria Rincon Trail

City of Carpinteria
Parks and Recreation Department
5775 Carpinteria Avenue
Carpinteria, CA 93013

ATTN: Mr. Matthew Roberts, Parks and Recreation Director

Bengal Engineering is pleased to submit our proposal to provide preliminary design engineering services to the City of Carpinteria for the proposed Carpinteria Rincon Trail Project.

Bengal Engineering is a Goleta, CA based company specializing in the engineering and construction of complex public works projects including, highways & roads, bridges, flood control, heavy structures, site work, and trail projects like this one.

Bengal Engineering's services include design, plans, specifications and estimates (PS&E), contract preparation, supervision, securing consultants, budgeting, quality assurance, coordination, permit acquisition with relevant agencies and construction assistance. Bengal Engineering was established in 1996.

As project manager, I will serve as a single point of contact for you. I have over 20-years' of professional engineering experience, including managing and designing bridge projects, and am prepared to direct our team to begin working for you at once.

To sum up, we at Bengal Engineering believe that our qualifications demonstrate a level of professionalism, competence, and performance, which will meet or exceed all your requirements.

We look forward to your response and the opportunity to help out the City Parks and Recreation Department with this exciting project. We understand the urgent timeframe, and we are ready to begin work at once.

Sincerely,

Md. Wahiduzzaman

PE, Principal

Bengal Engineering is a Caltrans-Certified DBE and SBE Firm.



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Bengal Engineering has designed pedestrian bridges similar to the one being proposed, including the Via Real Bikeway Path Bridge (for Santa Barbara County).



2. PROJECT UNDERSTANDING

Bengal Engineering (Bengal) is a local, full-service civil engineering company, well-known for quality work on public works projects both large and small. Bengal possesses the unique set of skills necessary to undertake the preliminary design of the Carpinteria Rincon Trail Project. With an experienced and diverse staff of licensed civil, structural and geotechnical professionals, all investigation and design work will be performed in-house, making us uniquely qualified to undertake this important and fast-paced project for the City.

Our understanding of the project is based on our review of "Preliminary" plans for the Rincon Beach Multi-Use Trail, dated November 3, 2008, the project Draft Mitigated Negative Declaration (MND) document dated June 7, 2012, and conversations with City Parks and Recreation staff.

The proposed project would extend from the eastern end of Carpinteria Avenue, in the City of Carpinteria, to Rincon Beach County Park in Santa Barbara County. The proposed multi-use trail is to be 12-feet wide and will be approximately 3,500 feet in length (Per our 2/11/2013 conversation with Mr. Roberts, we understand that the eastern terminus will be a trailhead located near Sta 35+00).

We understand that the proposed project will include the following design elements:

- Cut and fill grading techniques will be used to construct the trail corridor.
- Construction of a roughly 130-foot long, prefabricated pedestrian bridge over the Union Pacific Railroad cut and rail bed.
- The portion of the trail within Caltrans Right-of-way will be designed in accordance with Chapter 1000 of the "Highway Design Manual"
- Trail will be designed to accommodate emergency vehicle access.
- Trail surface will be a mix of asphalt concrete and decomposed granite, depending on jurisdiction.
- Construction of a trailhead at the western entrance.



Existing trail surface near western end of Rincon Beach County Park parking lot.

As described in the Scope of Work section below, the preliminary engineering phase, which will conclude at the 35% design phase, will consist of civil, structural and geotechnical design services.

Coordination, including right-of-way acquisition, with Caltrans, Union Pacific Railroad, and the County of Santa Barbara Parks Department will be required since portions of the project will be constructed in right-of-way currently owned by each entity. Early contact and coordination with each of the agencies will be instrumental in the success of the project, both during design and construction.



3. PROJECT TEAM

Bengal Engineering is a general civil engineering firm, established in 1996, and located on the Central Coast in Goleta, California. Bengal offers a full array of engineering and management services associated with roadway and bridge projects: **design, plans, specifications and estimates, contract preparation and supervision, scheduling, securing consultants, budgeting, quality assurance, coordination with relevant agencies, report preparation, bid and construction assistance, construction engineering, shop drawing & falsework review, structure representative** and other services as required.

Bengal Engineering has designed many successful projects of a similar nature, including the San Jose Creek Bike Path currently under design for Santa Barbara County. Each of these projects was a long-wished-for improvement by the community, typically shaped by both environmental concerns and budget restrictions.

Successful Projects

As evidenced by our track-record in completing project work on time and within budget, our company is based on a philosophy of delivering only the highest quality of product, and doing so in a cost-effective manner. In addition to our familiarity with local issues, we are well-versed with respect to the Caltrans project development process, from preparation of project scoping documents all the way through the construction phases.

See the "Related Experience and References" section for examples of projects Bengal Engineering has completed, that are similar to the proposed project.

Experienced Principals

Our principals and key staff members have successfully provided a wide spectrum of civil, structural and geotechnical engineering design projects.

Technical Expertise

The technical aspects of engineering projects are far-ranging, and typically require expertise in roadway design, bridge/structural design, hydrology/hydraulic design, surveying/mapping, as well as engineering geology and geotechnical engineering. **Bengal Engineering incorporates the diverse experience necessary to expedite such work within their staff, locally, under one company.**

The authorized representative of Bengal Engineering is **Md. Wahiduzzaman, P.E.** Md. Wahiduzzaman will be the Project Manager and Senior Engineer.

Our contact information for the company is:

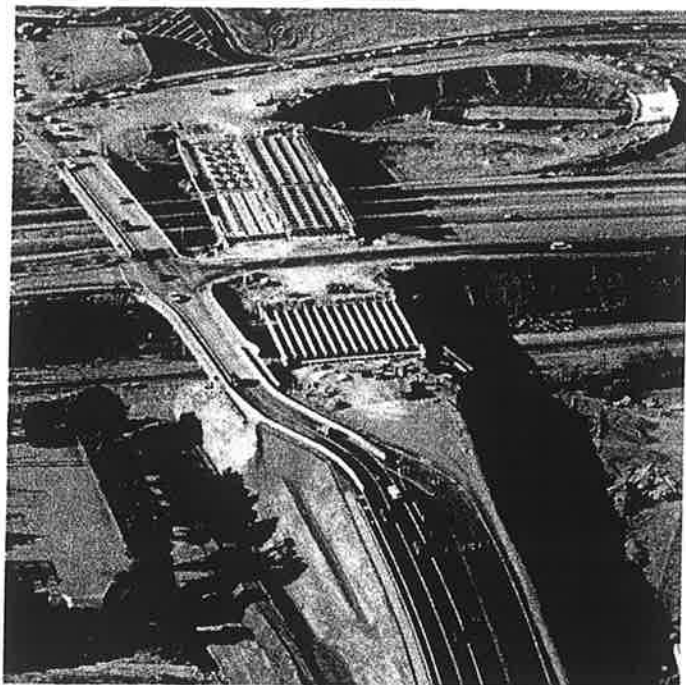
Bengal Engineering
Md. Wahiduzzaman – Project Manager
250 Big Sur Drive, Goleta, CA 93117

Phone - (805) 685-6511
E-Mail: md@bengalengineering.com
Website: www.bengalengineering.com



Bengal has the necessary resources to accomplish the preliminary design and stands committed to deliver excellent service in a timely manner.

Bengal is experienced working with Caltrans District 5 and Union Pacific Railroad.



Bengal's principals, Scott Onishuk and Md. Wahiduzzaman, designed the Storke Road Interchange in Goleta. This project included 4 bridges, including one over the Union Pacific mainline.

This structure required special railroad approval because of its innovative characteristics to speed construction and improve performance.



Bengal's experienced with Coastal Commission and Coastal Access



Md Wahiduzzaman inspects completed structure.

Bengal Engineering recently completed the Mesa Lane Beach Access Stairs for the City of Santa Barbara. This project had significant Coastal Commission input and regulatory requirements.



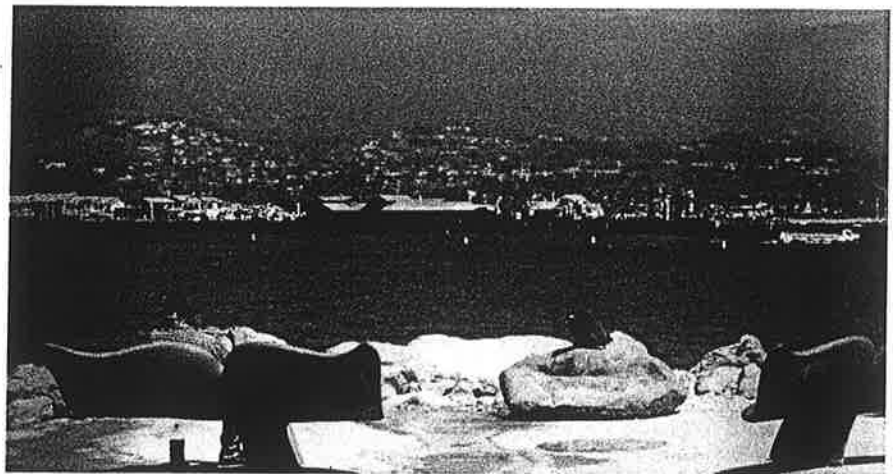
Bengal's experienced with Parks and Public Spaces—including ADA requirements

Armitos Park - City of Goleta

Bengal designed this park with special consideration for ADA access.



**The Lost-At-Sea Memorial-
City of Santa Barbara**—Bengal
made sure it was totally ADA
complaint.



**Haley/De La Vina
Street Bridge-City of
Santa Barbara.**

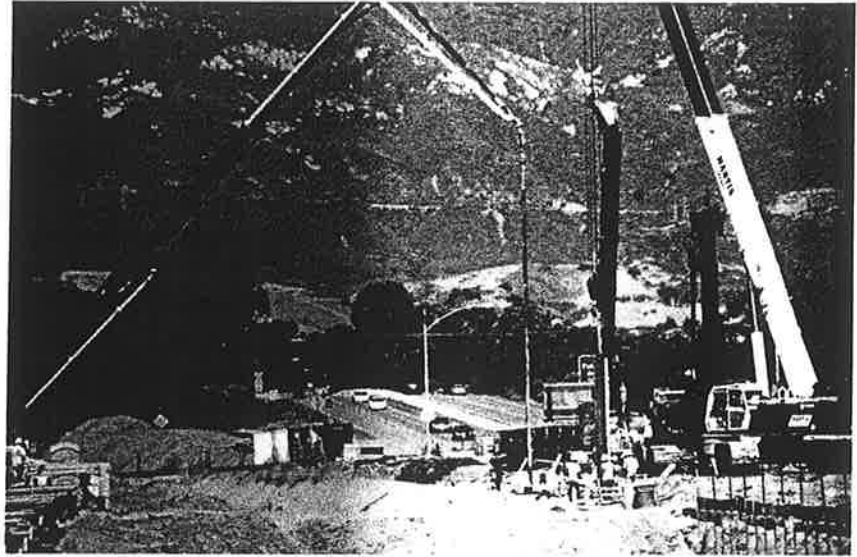
Bengal designed not only the bridge, but made sure beautiful touches were included for the public to enjoy.





Bengal is experienced with difficult Construction Access

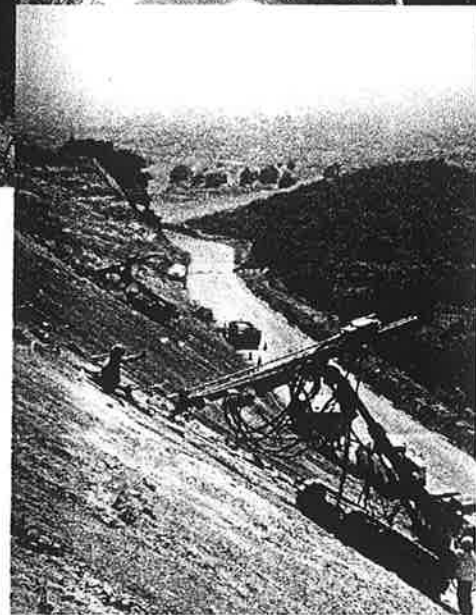
Bengal designed special access and lane-closures on Highway 217 for the construction of the **San Jose Creek Capacity Improvements**. Our work required numerous Caltrans approvals.



Bengal designed the retrofit of the **Spillway Bridge on Lake Piru**. Note high working conditions and difficult construction access.



Bengal designed the emergency repair to **Old San Marcos Road** for Santa Barbara County. Note steep slopes and difficult access.





This section briefly outlines the capabilities of key staff members, and the sub-consultants Bengal will team with to successfully complete this project. Resumes for each person or firm are enclosed in Appendix A.

Bengal Engineering's Team for the Carpinteria Rincon Trail Project

Md. Wahiduzzaman, PE, Project Manager/ Senior Engineer

Mr. Wahiduzzaman is well-versed with Caltrans Bridge Design methods, and Caltrans procedures for project funding and oversight. He is well-known by Caltrans and regulating agencies for high-quality designs and project management.



Md. Wahiduzzaman inspects Cabrillo Blvd. Bridge.

Mr. Wahiduzzaman will be the project manager. He will bear the ultimate responsibility for the successful completion of the project PS&E.



Scott Onishuk, PE, Senior Civil Engineer

Mr. Onishuk has over 24 years' local experience in civil engineering and project management. He is experienced in highway, flood control, bridge and heavy structure design and construction and is an expert at road design in both urban and rural settings. He is well-versed with Caltrans procedures, and is very familiar with the project. He will be the Civil Engineer Manager for this project.

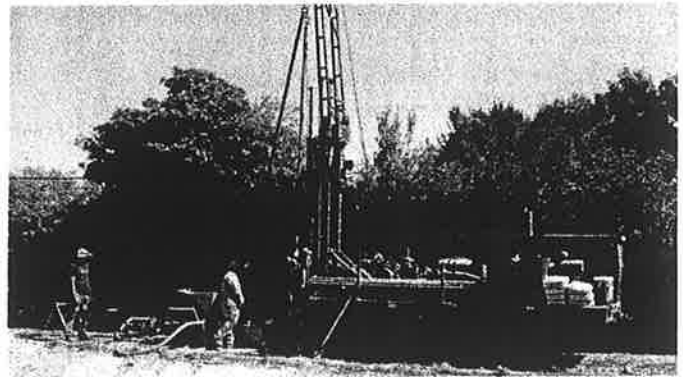


Mr. Onishuk recently led the design of the \$20 million San Jose Creek Capacity Improvement and Fish Passage Project currently under construction in Goleta.

Ed Pongracz-Bartha, California Engineering Geologist, Professional Geologist

Mr. Pongracz-Bartha is Bengal's in-house Engineering Geologist. He will lead the field exploration program and preparation of the draft geotechnical and foundation reports.

He has over 10 years' of experience in performing and managing engineering geologic investigations for a wide variety of residential, commercial and public works projects. He leads field investigations which include the downhole logging of large-diameter boreholes, fault trenching along suspected active or potentially active faults, and detailed geologic and geomorphic mapping. His office work includes air photo analysis, determination of seismic design criteria, slope stability analysis, and preparation of technical reports.



Mr. Pongracz-Bartha leads all of Bengal's geotechnical investigations.

Gary Masterman, PE, Project Geotechnical Engineer

Mr. Masterman will be the project geotechnical engineer for the Carpinteria Rincon Trail project. Among other duties he will be responsible for assigning and reviewing laboratory testing of representative soil samples, performing slope stability analyses, providing foundation recommendations, and preparing the draft geotechnical and foundation reports.

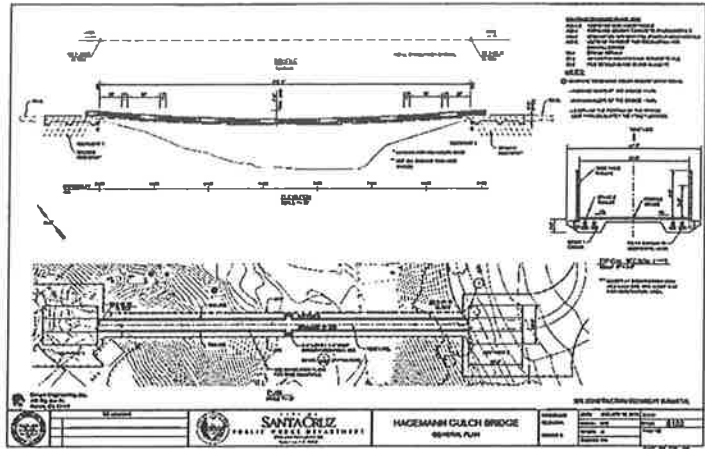
Mr. Masterman has extensive knowledge in the design and review of deep foundations, deep excavations, hillside excavations, landslide exploration/remediation, slope stability analysis, remediation plan preparation and repair work monitoring.



Abu Israil, PhD, PE, Project Engineer

Dr. Israil will be responsible for advanced structural analysis, and internal QA/QC.

Dr. Israil has over 23 years' of experience in design and analysis of bridges; various commercial, infrastructure and industrial facilities including hydraulic structures, water and wastewater facilities, offshore and coastal structures. Dr. Israil's expertise also includes inspection, evaluation and retrofit of existing bridge and other structures.



Mr. Israil has designed many interesting bridges, including this 340-foot-long span for a multi-use trail in the City of Santa Cruz.

Mike Bandich, PE, Staff Engineer: Plan Production

Mr. Bandich is an expert in plan production and civil engineering design using the latest software. For example, he recently led the production of 172-sheets of drawings for San Jose Creek. **Mike will serve as a civil engineer, supporting Mr. Onishuk with plan production to keep this project on schedule.**



The Title Sheet showing some of Mr. Bandich's work for the San Jose Creek Project in Goleta.

See "Resumes of the Key Staff" (Appendix A) Section for additional details of the staff proposed for this project.



4. SCOPE OF WORK

The following Scope of Work includes deliverables for the major tasks leading up to the preliminary design submittal:

A. Project Management and Team Leadership / Quality Control

This task is the ongoing monitoring, communication and quality assurance to keep the project on track. The project schedule and critical path activities will be maintained, and opportunities to accelerate this schedule will be pursued. Coordination with City's environmental staff will be essential to get the project off in the right direction.

TASK DELIVERABLES:

- Attend and contribute to PDT meetings
- Manage project internally for Bengal

B. Right-of-Way Exhibit

Bengal will develop a right-of-way exhibit for the new pedestrian bridge. Efforts will include requesting verification from the past surveyor to clarify the status of current line work; this is a check to see if the past work accurately depicts the existing right-of-way for the project. Next Bengal will develop the line work for the proposed easement for the new pedestrian bridge over the railroad. The surveyor will then create a right-of-way exhibit for the new bridge.

C. Preliminary Coordination / Data Gathering

Preliminary Utility Investigation

Bengal will undertake preliminary work for utility investigation.

TASK DELIVERABLES:

- Request Existing Utility Maps and Atlas Maps from utility owners in the project area.
- Bengal will notify Underground Service Alert (USA) of Southern California prior to start of the field geotechnical investigation. We will request USA to field locate the utilities along the proposed trail alignment.
- After the utilities are located by USA, we will evaluate these location marks to determine if more action is required for the construction of the bike path.

D. Geotechnical Investigation

Bengal considers a geotechnical investigation as an important and critical step during the preliminary design phase, for the following reasons:

- The proposed project alignment is underlain by a number of soil/bedrock units.
- Over-steepened cut slopes are present along much of the trail alignment.
- Presence of a potentially active fault (the Carpinteria fault) within the project limits.
- Caltrans will require slope stability analyses for the portion of the trail adjacent to the SB onramp.
- Provide preliminary foundation recommendations for the prefabricated bridge over the UPRR.



- Provide preliminary foundation recommendations for the sections of retaining wall needed along the trail alignment.
- Presence of a few, existing landslides along the bluff portion of the trail.
- Bring the comfort level up for all the stakeholders, including Caltrans, UPRR, and County Parks.

Geotechnical Scope of Work:

- Collect and review existing available record drawings (i.e. Log of Test Borings), geologic/geotechnical reports, maps and other information pertaining to the project site.
- Review aerial photos of the study limits and the vicinity.
- Perform a site reconnaissance visit to map existing ground/slope conditions, locate exploration points, mark for USA (Underground Service Alert), etc.
- Prepare letter and exhibits for the City to obtain the encroachment permits needed for our planned field exploration program. We anticipate that permission will be needed from Caltrans, UPRR, and the County Parks Department.
- Plan and conduct a surface and subsurface exploration program. We expect that the field work will take four days to perform. Specifics include:
 - Eight (8) test pits will be excavated along the section of relatively flat, unimproved trail extending west from the west end of the Rincon County Park parking lot (Sheets C-05 to C-07). We expect that the work along this section of trail will take one day to complete. The test pits will sample the materials encountered and allow Bengal's geologist to collect structural data to aid in determining the stability of the slopes and to provide foundation recommendations. The test pits will be backfilled with native materials. The backfill will not be compacted to 90% relative maximum density, and therefore settlement may occur.

To ensure public safety, we ask that this section of trail be "closed", although we understand that this trail is considered "informal" or "unsanctioned".

Care will be taken to minimize disturbance to surface improvements and existing vegetation.

- Ten to 12 (10-12) hand-dug test pits will be excavated along portions of the proposed trail where access to equipment (drill rig, backhoe) is currently limited and/or difficult due to vegetation or terrain. This includes portions of the trail within the Caltrans and UPRR right-of-way.

In several of the test pits a hand-auger will be used to extend the explored depths up to 15' to 20' below grade. The hand-dug test pits will sample the materials encountered and allow the geologist to collect structural data to aid in determining the stability of the slope and to provide foundation recommendations. The test pits will be backfilled with native materials.

Again, care will be taken to minimize disturbance to surface improvements and existing vegetation.

- Disturbed and relatively undisturbed soil and rock samples will be collected from selected intervals in the test pits and hand-auger borings.



- Detailed geologic mapping of the surface and near-surface materials within and adjacent to the project limits.
- Laboratory testing of selected samples obtained during our field investigation.
- Perform slope stability analyses and evaluation.
- Detailed geotechnical and seismic analyses.
- Prepare a draft geotechnical report presenting the results of our investigation, analysis, findings, and recommendations for construction of the proposed trail.
- Prepare a draft foundation report presenting the results of our investigation, analysis, findings, and recommendations for construction of the proposed pedestrian bridge.

E. Support City: Environmental Documentation

Bengal Engineering's team will support the City's environmental staff, and will respond to requests for information to discuss avoidance/minimization of environmental impacts, constructability issues, and proposed mitigation requirements.

TASK DELIVERABLE(S):

- Support City staff, as requested

F. Bridge Advance Planning Study

Per the referenced MND (2012), *"The proposed bridge would consist of a two-piece, prefabricated steel truss-box pedestrian bridge superstructure that would measure 10 feet in width and 130 feet in length, and would weigh approximately 80,000 pounds. In accordance with UPRR requirements, the lowest member of the pedestrian bridge would be at the same height as the nearby Highway 101 deck to allow for safe clearance of trains below."* We believe the bridge will be founded on pile-supported abutments.

In order to provide the best trail alignment, satisfy slope stability requirements, and to provide a relative ease of construction, Bengal will prepare a "Bridge Advance Planning Study" to reflect the most suitable prefabricated bridge type option available to the City.

TASK DELIVERABLE(S):

- Bridge Advance Planning Study



G. Updated Preliminary Plans

When completed, the updated preliminary plans will consist of geometric base maps showing topography, the key proposed geometry, grading, and existing right of way (if available). The trail design will be prepared in accordance with Caltrans' Highway Design Manual, Chapter 1000 – Bicycle Transportation Design.

TASK DELIVERABLES:

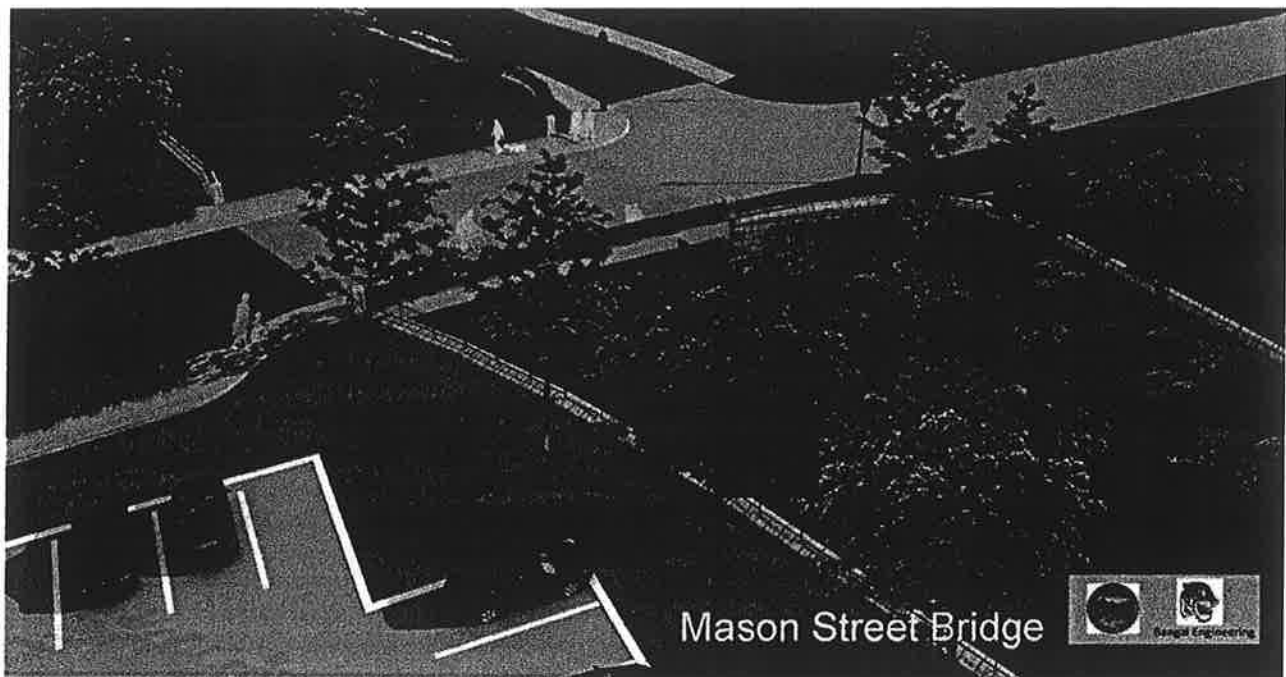
- Title Sheet
- Multi-Use Path Layouts
- Multi-Use Path Profiles
- Path Typical Cross Section(s)
- Bridge General Plan

H. Rendering and Presentation Materials

One set of project presentation materials, in the form of rendered drawings of key project elements, will be prepared with the preferred trail alignment and structure type. The renderings will be important for presentation(s) to the stakeholders and the public..

TASK DELIVERABLE(S):

- 11x17 Project Rendering and Presentation Material



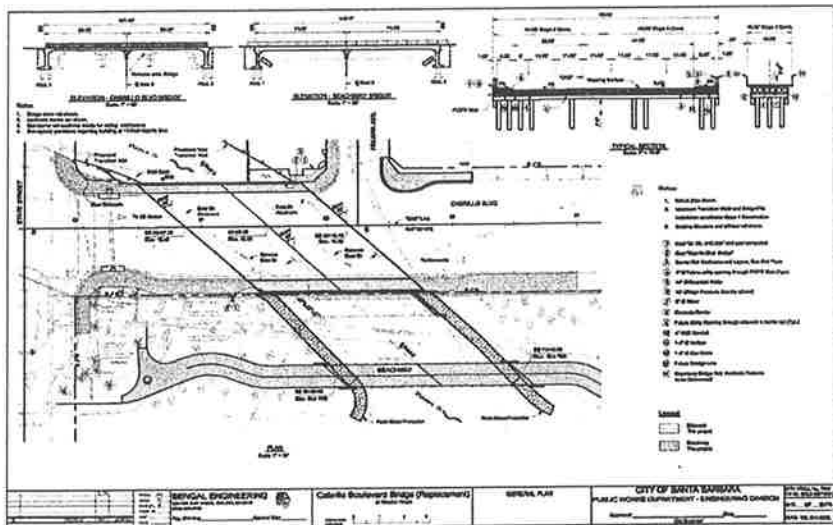
Recent Rendering done for City of Santa Barbara – Mason Street Bridge



A. Project Name and Brief Description

B. Bengal's Role

Bengal also performed all geotechnical work for the foundation design, and all hydraulic analysis to the satisfaction of both Santa Barbara County and the US Army Corps of Engineers.



Significant environmental factors guided the design of this project; including fish passage and proximity to local businesses and multiple construction stages with traffic control.

Caltrans Local Assistance & City
of Santa Barbara

**Caltrans Local Assistance:
Mike Giuliano (805) 549-3072**

\$22 Million

F. Construction planned for 2014



**Aerial View of the "Beach way" portion of the
Cabrillo Blvd Bridge, Santa Barbara, CA**



A. Project Name and Brief Description

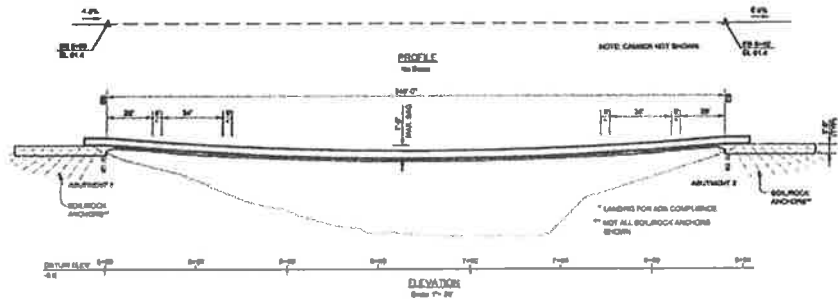
Arana Gulch Bike/Pedestrian Pathway, Santa Cruz, CA

Approximately 0.6-mile of paved, multi-use trails are proposed for this project in Santa Cruz, CA. Bengal is designing two bike/pedestrian bridges including a dramatic 340-foot-long stress-ribbon pedestrian bridge, which will be the world's longest single span for such a structure. Design challenges include difficult soil conditions in an area of high seismicity, topographic relief, and environmental concerns.

B. Bengal's Role

Bengal Engineering is the project's bridge and geotechnical consultant.

Bengal performed all the geotechnical work for the project with our own staff.



Extensive use of soil anchors will provide foundation support for this unique 340' long, stress-ribbon pedestrian bridge.

C. Client name

RRM Design Group

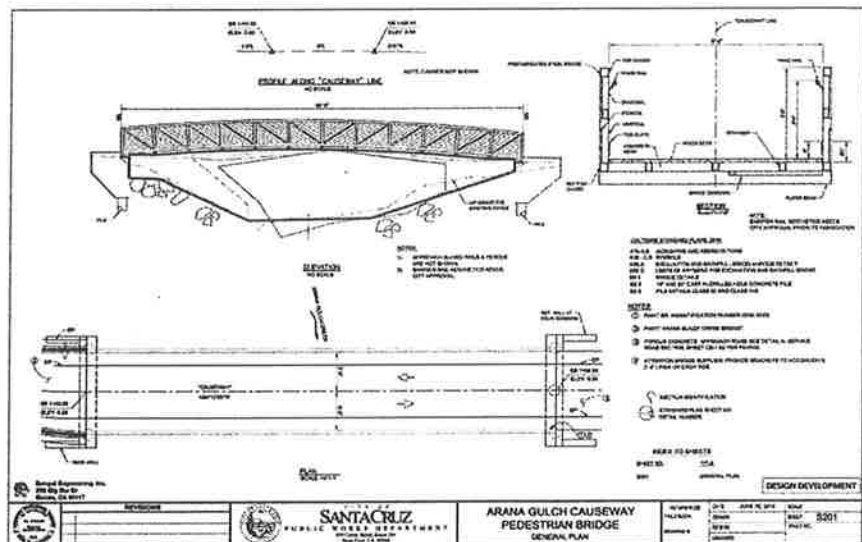
D. Client Contact Person

Mike Sherrod, ASLA
(805) 543-1794

E. Approx. Construction Cost

N/A at this time.

F. Construction Planned for April 2014.



Challenging soil conditions include compressible organics, and soft clays interbedded with potentially liquefiable sands.



A. Project name and Brief Description

Oak Park Pedestrian Bridge, Santa Barbara, CA

Bengal Engineering was the Prime Consultant in the design of this replacement to an existing pedestrian bridge within a City park.

B. Bengal's Role

Bengal Engineering provided preliminary engineering for the replacement of the obsolete structure, taking into account sensitive habitat and a busy park schedule.

This project required numerous meetings with the City of Santa Barbara's Architectural Board of Review (ABR) for approval.

Bengal Engineering performed all engineering for final design, including:

- Hydraulics
- Geotechnical, including field work
- Bridge
- Civil

C. Client name

City of Santa Barbara, Department of Public Works

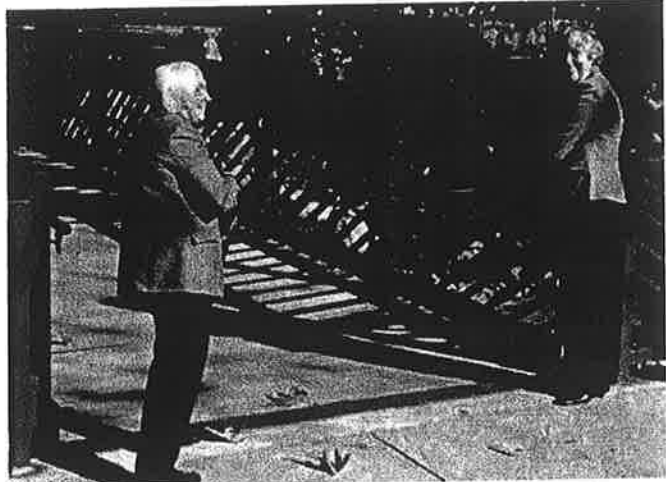
D. Client contact person

Bendy White
Santa Barbara City Council
(805) 962-5260

E. Approx. construction cost

\$550,000

F. Year completed: 2007



Mayor Blum cuts the ribbon to open the bridge.



Mayor Blum dances on Bridge during ribbon-cutting ceremony.



A. Project Name and Brief Description

Alisal Bridge Seismic Retrofit Project, Solvang, CA

Bengal is performing the analysis and design for the retrofit of the roughly 850-foot long, nine-span Alisal Bridge across the Santa Ynez River.

The proposed seismic retrofit work is to include:

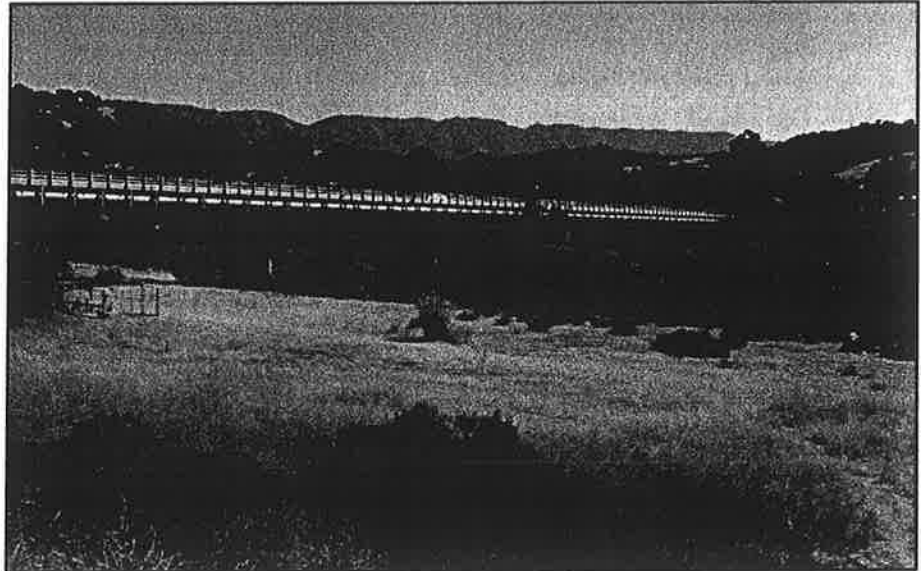
- Installation of soil shear keys at each abutment.
- Augment the abutment wingwalls by adding reinforcement and concrete.
- Modifications at each of the bridge hinges.
- Installation of four, 3'-diameter CIDH piles at the abutments.

B. Bengal's Role

Bengal is the Prime Consultant for this Project, providing civil, structural, geotechnical and environmental consulting.

To aid in the analysis and improvements to the seismic retrofit design, topographic surveying and geotechnical engineering are included in the scope of services.

Additionally, environmental studies in compliance with CEQA and NEPA will be prepared.



C. Client name

City of Solvang, Public Works Department

D. Client contact person

Mr. Matt van der Linden - Public Works Director/City Engineer
(805) 688-5575

E. Approx. construction cost

N/A

F. Construction Planned for 2014



A. Project name and Brief Description:

Santa Clarita Regional Commuter Trail (SCRCT) Pedestrian Bridge, Santa Clarita, CA

Bengal was the structural consultant in the retrofit and refurbishing of a 200-ft-long railroad bridge for pedestrian and recreational use.

B. Bengal's Role

Bengal Engineering work included:

- Field Inspection
- Bridge Reuse Study
- Bridge Retrofit Options & Estimated Costs
- Bridge Retrofit Plans
- Construction Support

C. Client name: RRM Design Group

D. Client contact person

RRM Design Group
Mike Sherrod, ASLA
(805) 543-1794

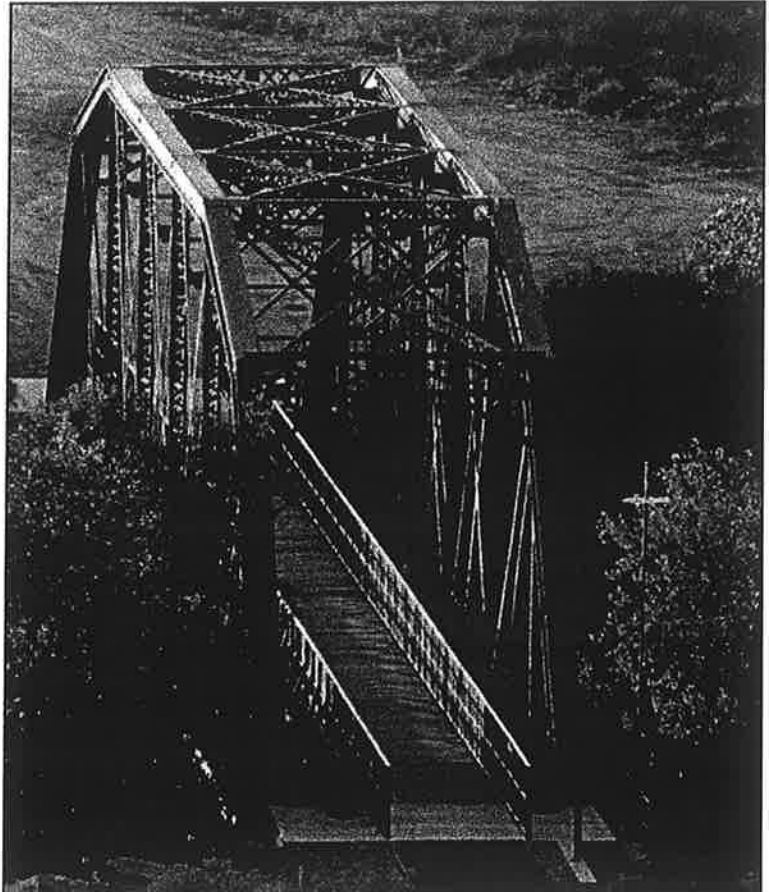
Additional Reference:

Amalia Marreh, P.E.
Assistant City Engineer
City of Santa Clarita
(661) 255-4363

E. Approx. construction cost:

\$1.0 million (Approx.)

F. Year completed: 2008

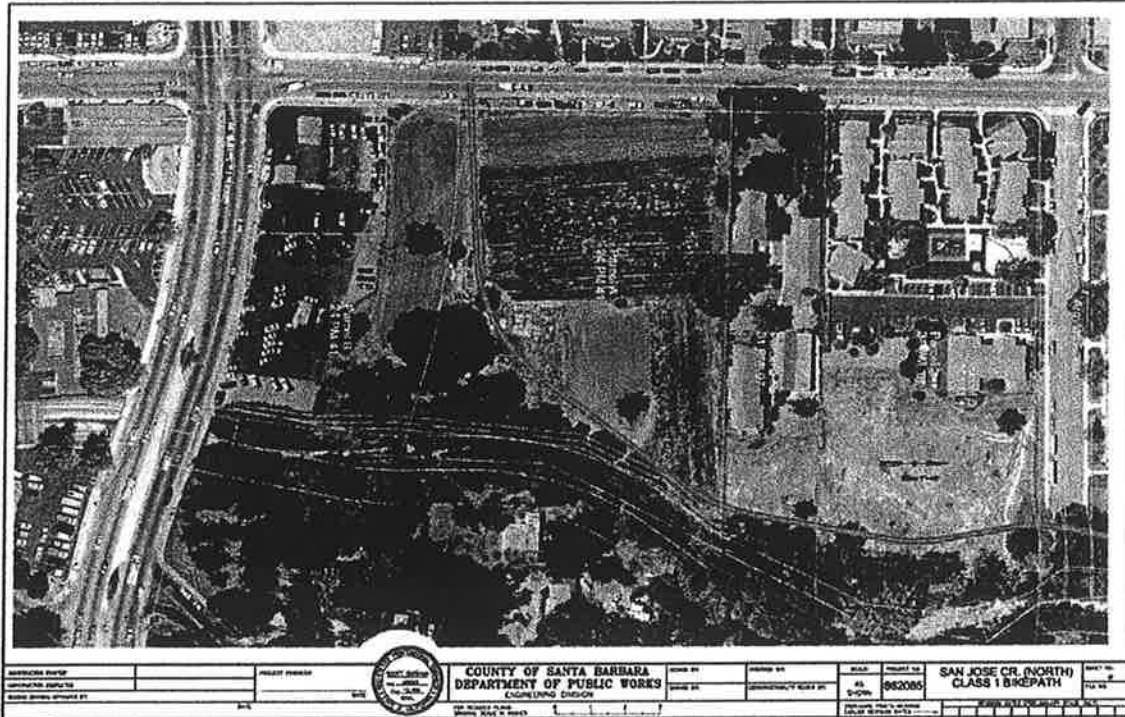


SCRCT Pedestrian Bridge – Note bike path in center of retrofitted bridge.



A. Project name and Brief Description:

San Jose Creek Bike Path, Santa Barbara County, CA



Bengal is the prime consultant designing a "multi-purpose" path, which includes a 150-foot-long prefabricated bridge.

B. Bengal's Role

Bengal Engineering's work includes:

- Path Design
- Bridge Design
- Foundation Design
- Bridge Hydraulics
- Environmental Permitting Support

C. Client name: Santa Barbara County

D. Client contact person

Brittany Heaton
(805) 568-3035

Scott McGolpin, PE
Director of Public Works
805) 568-301

E. Approx. construction cost: \$1.0 million

F. Year completed: 2014 (anticipated)



6. FEE PROPOSAL

See separate envelope.

We look forward to your response.

Md. Wahiduzzaman

Md Wahiduzzaman, P.E.
CEO

Our contact information is:

Bengal Engineering, Inc.
250 Big Sur Drive
Goleta, CA 93117

Phone (805) 685-6511
Email: Md@BengalEngineering.com
Website: www.BengalEngineering.com

Attachments:

1. Attachment A: Resumes of Key Staff
2. Fee Proposal (sealed envelope)



7. ASSUMPTIONS AND EXCLUSIONS

1. We assume stake holders will participate proactively throughout the course of the project.
2. We assume that the project will proceed uninterrupted.
3. Plans format: Caltrans-style format for the multi-use path and bridge work.
4. Effort for obtaining encroachment permits is not within our scope of work.
5. We assume that the City will process the required encroachment permits for the field exploration. Bengal will prepare exhibits and documentation, on City letter head, as required.
6. Fees for permits paid by City.
7. Site topographic survey and the 2008 preliminary plans are to be provided, in an electronic format, and that this data will be in a format such that it is "ready to go", including surface model files.
8. We assume that the past right-of-way research is sufficient and the linework provided is complete and accurate for the project. Bengal will use the Right-of-Way linework provided as-is.
9. Utilities: We assume that the utility companies will cooperate with requests for information for our use and that the City will help with this task. Budget for our utility research is based on this assumption; cooperation from the utilities companies is beyond our control.
10. Potholing of utilities and evaluation of "high risk underground utilities" is not included.
11. Supplemental surveying is not included in the scope of work and fee estimate.
12. We assume all interested parties will review the project plans "at the same time", and the key features and geometry will be reviewed once.
13. Effort for coordination with reviews for organizations, such as the Architectural Board of Review, is excluded.
14. The City will provide the traffic engineering, if required.
15. Trail structural sections: We have not included effort for formal "design" of the pavement(s).
16. We assume the City will route the plans through the various City departments, and that these departments will interact with the City directly.
17. Estimate for reproductions (copies) is a budget figure.
18. We will use City's specification for decomposed granite, and our own assumed section for the paved portions of the trail.
19. The fees associated with preparing the Right-of-Way exhibit are an estimate.



Bengal Engineering, Inc.

Civil, Bridge, Hydraulic, Structural, & Highway Engineers

APPENDIX A: RESUMES OF KEY STAFF

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME Md. Wahiduzzaman, P.E., MBA Principal	13. ROLE IN THIS CONTRACT Project Manager, Senior Bridge Engineer	14. YEARS EXPERIENCE <table style="width: 100%;"> <tr> <td style="width: 50%;">a. TOTAL</td> <td style="width: 50%;">b. WITH CURRENT FIRM</td> </tr> <tr> <td style="text-align: center;">27</td> <td style="text-align: center;">15</td> </tr> </table>		a. TOTAL	b. WITH CURRENT FIRM	27	15
a. TOTAL	b. WITH CURRENT FIRM						
27	15						
15. FIRM NAME AND LOCATION (City and State) Bengal Engineering, Inc, Goleta, California							
16. EDUCATION (DEGREE AND SPECIALIZATION) MBA/1987/International Business BS/1982/Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) California - Civil Engineer (C 49838)					
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Mr. Wahiduzzaman has a broad background in analysis, design, construction support and overall project management for major structure, bridge and multi discipline public works projects; He performed bridge design, bridge retrofit, hydraulics and hydrological study, scour analysis, inspection, evaluation and retrofit of existing structures, geotechnical engineering, and road improvement design. He has worked on a number of flood management and mitigation projects. He is well experienced in working on federal projects including those for the FHWA, Vandenberg Air Force Base and US Army Corps of Engineers. His projects have been recognized for innovative design by various agencies including DoD and Caltrans. He is currently the principal-in-charge for the various ongoing roads, bridge, electrical and mechanical engineering projects for the VAFB.							

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State) Perform Bridge Inspection, VAFB, California	(2) YEAR COMPLETED <table style="width: 100%;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES</td> <td style="width: 50%;">CONSTRUCTION</td> </tr> <tr> <td style="text-align: center;">2010</td> <td style="text-align: center;">N/A</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION	2010	N/A
PROFESSIONAL SERVICES	CONSTRUCTION					
2010	N/A					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Project Manager and Lead Bridge Engineer responsible for performing routine bridge inspections of five bridges at the VAFB. The inspections were performed in accordance with the "Unified Facilities Criteria (UFC) 3-310-08: "Non-Expeditionary Bridge Inspection, Maintenance, and Repair". The inspections identified seismic and hydraulic scour vulnerability of some of the mission critical bridges at the base. Local knowledge, extensive multi discipline experience, and involvement with the previous retrofit works helped anticipating incipient problems of the structures. The project was deliver on time and within budget.						
(1) TITLE AND LOCATION (City and State) Hospital Road Bridge, San Benito County, California	(2) YEAR COMPLETED <table style="width: 100%;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES</td> <td style="width: 50%;">CONSTRUCTION</td> </tr> <tr> <td style="text-align: center;">2006-2011</td> <td style="text-align: center;">2012-13 (anticipated)</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION	2006-2011	2012-13 (anticipated)
PROFESSIONAL SERVICES	CONSTRUCTION					
2006-2011	2012-13 (anticipated)					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Project Manager and Lead Bridge Engineer responsible for designing this six span 580-ft long CIP/PS box girder concrete bridge. This new bridge designed per FHWA/Caltrans LRFD standards replaces the existing low water crossing at the San Benito River. The bridge, hydraulics and highway design satisfies Caltrans, FEMA and County Flood Control requirements.						
(1) TITLE AND LOCATION (City and State) Cabrillo Blvd. Mason and Cota Street Bridge (Replacement) City of Santa Barbara, California	(2) YEAR COMPLETED <table style="width: 100%;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES</td> <td style="width: 50%;">CONSTRUCTION</td> </tr> <tr> <td style="text-align: center;">2005-present</td> <td style="text-align: center;">Varies</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION	2005-present	Varies
PROFESSIONAL SERVICES	CONSTRUCTION					
2005-present	Varies					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Responsible for identifying bridge structural, hydraulics and geotechnical deficiencies and leading the design team for the replacement of the structures. The projects are located within environmentally sensitive habitats in the central coast of California. The project also involves close coordination with the USACE for the Lower Mission Creek Project.						
(1) TITLE AND LOCATION (City and State) Floradale Ave. Bridge, County of Santa Barbara, California	(2) YEAR COMPLETED <table style="width: 100%;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES</td> <td style="width: 50%;">CONSTRUCTION</td> </tr> <tr> <td style="text-align: center;">2007-11</td> <td style="text-align: center;">2012-13 (anticipated)</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION	2007-11	2012-13 (anticipated)
PROFESSIONAL SERVICES	CONSTRUCTION					
2007-11	2012-13 (anticipated)					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Project Manager and Lead Bridge Engineer responsible for designing this five span 575-ft long CIP/PS box girder concrete bridge over Santa Ynez River. This new bridge designed per FHWA/Caltrans LRFD standards replacing the existing seismically deficient and hydraulically constrained RC box girder bridge. The bridge, hydraulics and highway design satisfies Caltrans, FEMA and County Flood Control requirements.						
(1) TITLE AND LOCATION (City and State) 13th Street Bridge Major Retrofit, Vandenberg Air Force Base, Lompoc, California	(2) YEAR COMPLETED <table style="width: 100%;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES</td> <td style="width: 50%;">CONSTRUCTION</td> </tr> <tr> <td style="text-align: center;">2003</td> <td style="text-align: center;">2004</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION	2003	2004
PROFESSIONAL SERVICES	CONSTRUCTION					
2003	2004					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Project Manager: responsible for identifying and developing retrofit plans for a 500-foot-long bridge with structural and foundation deficiencies. The retrofit plan included deep soil improvement with soil grouting and installation of micro piles, strengthening pile caps, and increasing beam flexural capacity by carbon fiber reinforcement. The retrofit design was reviewed by multiple agencies due to critical nature of the facility. The work was delivered on time and within budget.						

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME Scott Onishuk, P.E. Principal	13. ROLE IN THIS CONTRACT Senior Civil Engineering Manager	14. YEARS EXPERIENCE <table style="width: 100%;"> <tr> <td style="width: 50%;">a. TOTAL</td> <td style="width: 50%;">b. WITH CURRENT FIRM</td> </tr> <tr> <td style="text-align: center;">25</td> <td style="text-align: center;">16</td> </tr> </table>		a. TOTAL	b. WITH CURRENT FIRM	25	16
a. TOTAL	b. WITH CURRENT FIRM						
25	16						
15. FIRM NAME AND LOCATION (City and State) Bengal Engineering, Inc, Goleta, California							
16. EDUCATION (DEGREE AND SPECIALIZATION) BS/1986/Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) California - Civil Engineer (C 48052)					
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Mr. Onishuk is an experienced Project Manager and Civil Engineer who leads numerous public and private projects. He has over 25 years of experience in the construction and design of civil engineering projects including roadway design, bridge work, hydraulics, site grading, utilities, and drainage facilities. Mr. Onishuk just finished serving as Designer and Resident Engineer for the construction of the Guadalupe Dunes Access Road for Santa Barbara County. See details below.							

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State) Guadalupe Dunes Access Road Reconstruction Guadalupe Dunes Park: Santa Barbara County, California	(2) YEAR COMPLETED <table style="width: 100%;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES</td> <td style="width: 50%;">CONSTRUCTION</td> </tr> <tr> <td style="text-align: center;">2011-2012</td> <td style="text-align: center;">2012</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION	2011-2012	2012
PROFESSIONAL SERVICES	CONSTRUCTION					
2011-2012	2012					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm The County of Santa Barbara contacted Bengal Engineering in November of 2011 for a project of high importance. The project involved the beach access for the north county at Guadalupe Dunes County Park. The road had been undercut by the Santa Maria River and a new alignment with creative solutions was required. . Having a tight budget the project was designed in 3 weeks. Bidding was completed and the contractor was on site in February 2012. Mr. Onishuk managed construction: the project was finished 10 days ahead of schedule and under budget. <i>This project was nominated as APWA "Project of Year" by Santa Barbara County.</i>						
(1) TITLE AND LOCATION (City and State) San Jose Creek Capacity Improvement Project City of Goleta, California	(2) YEAR COMPLETED <table style="width: 100%;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES</td> <td style="width: 50%;">CONSTRUCTION</td> </tr> <tr> <td style="text-align: center;">2010 - Present</td> <td style="text-align: center;">2012</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION	2010 - Present	2012
PROFESSIONAL SERVICES	CONSTRUCTION					
2010 - Present	2012					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm The project consists of improvements of the San Jose Creek Channel to increase its hydraulic capacity for a 100-year storm event and also improve fish passage. The project boundary starts from under the Hollister Avenue Bridge, running west of State Route 217, and terminates ~4,000 feet downstream where the lined channel ends (adjacent to the old drive-in / swap meet). In addition to the channel improvements, portions of Kellogg Avenue will be reconstructed. Mr. Onishuk managed the overall project pioneering innovative design techniques implementing reuse of demolition materials and sustainable design practices.						
(1) TITLE AND LOCATION (City and State) CDT Access Road Slope Repairs, Vandenberg Air Force Base: Santa Barbara County, California	(2) YEAR COMPLETED <table style="width: 100%;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES</td> <td style="width: 50%;">CONSTRUCTION</td> </tr> <tr> <td style="text-align: center;">2008-2011</td> <td style="text-align: center;">2012 (anticipated)</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION	2008-2011	2012 (anticipated)
PROFESSIONAL SERVICES	CONSTRUCTION					
2008-2011	2012 (anticipated)					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Onishuk served as Co-Project Manager while designing all roadway work for this complicated slope-repair project, for four (4) locations on the "CDT Access Road" at VAFB. Project includes roadway, geotechnical and slope stabilization.						
(1) TITLE AND LOCATION (City and State) Main Street at Santa Rosa Creek: San Luis Obispo County, CA	(2) YEAR COMPLETED <table style="width: 100%;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES</td> <td style="width: 50%;">CONSTRUCTION</td> </tr> <tr> <td style="text-align: center;">2008-present</td> <td style="text-align: center;">TBD</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION	2008-present	TBD
PROFESSIONAL SERVICES	CONSTRUCTION					
2008-present	TBD					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Mr. Onishuk served as co PM while designing all roadway work for this HBP (bridge replacement) project to Caltrans standards. Construction feasibility and staging for this restricted site are key components of Mr. Onishuk's design						
(1) TITLE AND LOCATION (City and State) Haley-De La Vina Street Bridge Replacement City of Santa Barbara, California	(2) YEAR COMPLETED <table style="width: 100%;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES</td> <td style="width: 50%;">CONSTRUCTION</td> </tr> <tr> <td style="text-align: center;">2005-09</td> <td style="text-align: center;">2010-2011</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION	2005-09	2010-2011
PROFESSIONAL SERVICES	CONSTRUCTION					
2005-09	2010-2011					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Project engineer for a bridge replacement in the heart of City over Mission Creek. Mr. Onishuk was responsible for overall project management, civil engineering, and preparation of PS&E package per Caltrans guidelines.						

RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME A. Syed Israil, P.E. Principal	13. ROLE IN THIS CONTRACT Project Engineer, Quality Assurance Engineer	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">a. TOTAL</td> <td style="width: 50%; border-bottom: 1px solid black;">b. WITH CURRENT FIRM</td> </tr> <tr> <td style="text-align: center; border-top: 1px solid black;">20</td> <td style="text-align: center; border-top: 1px solid black;">15</td> </tr> </table>	a. TOTAL	b. WITH CURRENT FIRM	20	15
a. TOTAL	b. WITH CURRENT FIRM					
20	15					
15. FIRM NAME AND LOCATION (City and State) Bengal Engineering, Inc., Azusa, California						
16. EDUCATION (DEGREE AND SPECIALIZATION) PhD/1990/Structural Engineering MS/1986/Structural Engineering BS/1982/Civil Engineering	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) California - Civil Engineer (C 51578)					
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Dr. Israil has extensive experience in analysis and design of various transportation, commercial, infrastructure and industrial facilities. He is experienced in the design of highway bridges, pedestrian bridges, airport structures, water and wastewater facilities, concrete and steel water tanks, reservoirs, floodwalls, retaining walls, oil and gas facilities, refineries, multi-story buildings, parking structures and offshore facilities. Dr. Israil's expertise also includes inspection, evaluation and retrofit of existing bridge and other structures. He is thoroughly experienced in various government standards, specifications and design criteria including USACE, DOE, VAFB and Caltrans. He is well experienced in structural design and seismic and wind engineering. His expertise also includes vibration analysis, soil dynamics, site response analysis and pushover analysis. He is currently leading all of Bengal's ongoing structural engineering projects at the VAFB.						

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State) Cabrillo Blvd Bridge, City of Santa Barbara, California	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black;">CONSTRUCTION</td> </tr> <tr> <td style="text-align: center; border-top: 1px solid black;">2005-09</td> <td style="text-align: center; border-top: 1px solid black;">2013 (anticipated)</td> </tr> </table>	PROFESSIONAL SERVICES	CONSTRUCTION	2005-09	2013 (anticipated)
PROFESSIONAL SERVICES	CONSTRUCTION				
2005-09	2013 (anticipated)				
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Independent design check for this two-span 131-ft long precast/prestressed concrete box girder bridge per Caltrans LRFD criteria. The site is located in a highly active seismic zone in Southern California.					
(1) TITLE AND LOCATION (City and State) Hospital Road Bridge, Hollister, California	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black;">CONSTRUCTION</td> </tr> <tr> <td style="text-align: center; border-top: 1px solid black;">2006-10</td> <td style="text-align: center; border-top: 1px solid black;">2012-13 (anticipated)</td> </tr> </table>	PROFESSIONAL SERVICES	CONSTRUCTION	2006-10	2012-13 (anticipated)
PROFESSIONAL SERVICES	CONSTRUCTION				
2006-10	2012-13 (anticipated)				
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Independent design check for this six-span, 580-ft long CIP/PS concrete box girder bridge over the San Benito River. The site is located in a highly active seismic zone in Central California with an active fault nearby. The design methodology conforms to the Caltrans LRFD criteria.					
(1) TITLE AND LOCATION (City and State) Las Pilitas Bridge, San Margarita, California	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black;">CONSTRUCTION</td> </tr> <tr> <td style="text-align: center; border-top: 1px solid black;">2004-07</td> <td style="text-align: center; border-top: 1px solid black;">2007</td> </tr> </table>	PROFESSIONAL SERVICES	CONSTRUCTION	2004-07	2007
PROFESSIONAL SERVICES	CONSTRUCTION				
2004-07	2007				
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Performed structural independent seismic design check (Pushover Analysis) for this 250-ft long bridge over the Salinas River.					
(1) TITLE AND LOCATION (City and State) Prado Auxiliary Dike Floodwall, Corona, California	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black;">CONSTRUCTION</td> </tr> <tr> <td style="text-align: center; border-top: 1px solid black;">2008</td> <td style="text-align: center; border-top: 1px solid black;">2010</td> </tr> </table>	PROFESSIONAL SERVICES	CONSTRUCTION	2008	2010
PROFESSIONAL SERVICES	CONSTRUCTION				
2008	2010				
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager: Responsible for Independent Technical Review (ITR) of the Prado floodwall design located near the Prado Dam and in the Santa Ana River Basin. Work included review of calculations, drawings, specifications and cost estimates. Design is based on USACE Engineering Manuals and other technical standards for hydraulic structures and floodwall.					
(1) TITLE AND LOCATION (City and State) 13th Street Bridge, Vandenberg Air Force Base, Lompoc California	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black;">CONSTRUCTION</td> </tr> <tr> <td style="text-align: center; border-top: 1px solid black;">2002-03</td> <td style="text-align: center; border-top: 1px solid black;">2004</td> </tr> </table>	PROFESSIONAL SERVICES	CONSTRUCTION	2002-03	2004
PROFESSIONAL SERVICES	CONSTRUCTION				
2002-03	2004				
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Retrofit and capacity improvement of existing bridge using micropile, soil grouting and fiber reinforcement for concrete girders. Performed moving load analysis on existing bridge, developed retrofit strategies and connection details.					

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Ed Pongracz-Bartha, CEG Project Eng. / Project Geologist	Project Engineering Geologist	12	5

15. FIRM NAME AND LOCATION (City and State)
Bengal Engineering, Inc., Goleta, California

16. EDUCATION (DEGREE AND SPECIALIZATION) BS/1997/Geological Sciences	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) California; Engineering Geologist (CEG 2370) California; Professional Geologist (PG 7673)
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
 Mr. Pongracz-Bartha has experience in conducting and managing geotechnical projects in the following areas: structures, bridges, land development, mass-grading residential projects, and commercial sites. Relevant field experience includes logging small- and large-diameter (i.e. bucket-auger) borings for foundation and landslide studies, fault trenching, field mapping of rock/soil exposures and geomorphic mapping. His role with Bengal includes civil plan preparation, and performing site inspections to ensure geotechnical/foundation recommendations are met. Member: Association of Environmental & Engineering Geologists (AEG)

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State) Arana Gulch Pedestrian / Bike Trail, Santa Cruz, CA	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION
	2012	N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm
 A proposed multi-use trail system includes two bridges and segments of retaining wall in an environmentally sensitive Open Space area. The geotechnical study included 7 borings and 10 hand-dug test pits and report review of numerous previous site investigations. Challenges included the detailed investigation of ground conditions for a 340-foot long stress ribbon bridge and poor ground conditions in Santa Cruz Harbor, which saw significant damage during the 1989 Loma Prieta Earthquake.

(1) TITLE AND LOCATION (City and State) San Jose Creek Capacity Improvement Project, Goleta, CA	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION
	2009	2012

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm
 An extensive field geotechnical study was performed for the proposed improvements along a ~4,000-foot long section of flood control channel, in downtown Goleta. Duties included logging 11 mud rotary borings, oversight and advancing of 14 CPT soundings in critical areas along the alignment, determination of seismic design parameters, oversight of abutment concrete coring and subsequent laboratory testing (including ASR analysis), and preparation of numerous geotechnical documents.

(1) TITLE AND LOCATION (City and State) CDT Access Road Slope Stability Study, Vandenberg Air Force Base, Santa Barbara County, CA	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION
	2007	2012-13

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm
 Several areas along the referenced roadway were showing signs of distress, the result of heavy 2005-06 winter rains. Duties included logging of 18 soil/rock borings (including downhole logging a 24" diameter boring), installation of three piezometers and four slope inclinometers, geologic mapping of adjacent cut slopes and rock exposures, air photo analysis, geomorphic mapping, review and interpretation of existing geologic reports, and report preparation.

(1) TITLE AND LOCATION (City and State) Canyon Country Education Center, College of the Canyons, Canyon Country, CA	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION
	2005	2006-07

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm
 Project geologist for the mass grading of an 80-acre hillside property that is the new satellite campus for the College of the Canyons. Specific responsibilities included performing the preliminary field work, reducing the data, slope stability analysis within critical areas, preparation of the reports, and field/office management of the mass-grading operation. Existing landslides, adverse geology, and high groundwater levels were among the challenges faced during grading.

(1) TITLE AND LOCATION (City and State) Geologic & Seismic Feasibility Study for Proposed Residential Development, 500 Acre Parcel, Barrel Springs Rd., Palmdale, CA	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION
	2003	N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm
 Subject property located within the San Andreas Fault Zone. Responsible for the air photo analysis to identify possible fault-related ground lineaments, field mapping of suspected fault traces, review of regional geologic/seismic maps and reports, review of site-specific reports on adjacent parcels, and logging more than 1/2 mile of fault trenches excavated over a two-month span. Four faults were identified, classified as active, and structural setbacks adjacent to these features were established.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME Gary C. Masterman	13. ROLE IN THIS CONTRACT Geotechnical Engineer	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">a. TOTAL</td> <td style="width: 50%; border-bottom: 1px solid black;">b. WITH CURRENT FIRM</td> </tr> <tr> <td style="text-align: center;">41</td> <td style="text-align: center;">1</td> </tr> </table>		a. TOTAL	b. WITH CURRENT FIRM	41	1
a. TOTAL	b. WITH CURRENT FIRM						
41	1						

15. FIRM NAME AND LOCATION (City and State) Bengal Engineering, Inc. - Goleta, CA
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16. EDUCATION (DEGREE AND SPECIALIZATION) AA- Civil Engr, BS – Civil Engr, MS – Civil Engr	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Calif – Civil & Geotechnical, Ariz – Civil, Colo - Civil
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
 Member ASCE, CGEA, SEAOSC, ADSCA Guest Lecturer – Cal State Northridge, Bradbury College, Cal Poly Pomona, Instructor – Calif Real Estate Inspectors Assoc. Co Author: Soil Mech Lab Manual, Paper presentation at AEG Conference, 2005 – Ground Motion Amplification.

Mr. Masterman has extensive knowledge in the design and review of deep foundations, deep excavations, hillside excavations, landslide exploration, remediation plan preparation and repair work monitoring. Mr. Masterman has carried forth field exploration programs for single family tract homes, industrial complexes, high rise buildings, retreat centers, custom single family residences, public park development and marine structures.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State) Little Latigo, Malibu, Ca.	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black;">CONSTRUCTION</td> </tr> <tr> <td style="text-align: center;">2003</td> <td style="text-align: center;">N/A</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION	2003	N/A
PROFESSIONAL SERVICES	CONSTRUCTION					
2003	N/A					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm Prepared Geotechnical Investigation plans and specs for construction of a forty acre retreat center which includes access driveways, footpath bridges and a vehicular roadway bridge across Latigo Creek. Estimated cost, as of 2010, is \$4 million plus and project is undergoing redesign.						
(1) TITLE AND LOCATION (City and State) AV Rents, Newhall, CA	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black;">CONSTRUCTION</td> </tr> <tr> <td style="text-align: center;">2004</td> <td style="text-align: center;">2006</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION	2004	2006
PROFESSIONAL SERVICES	CONSTRUCTION					
2004	2006					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm Prepared Geotechnical Report for construction of small industrial complex adjacent to the Santa Clara river drainage. Deep excavations design required, as well as excavation stability in sands and gravels, some below water table. Project cost \$ 280,000.00						
(1) TITLE AND LOCATION (City and State) Fred Woodward, Castaic, CA	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black;">CONSTRUCTION</td> </tr> <tr> <td style="text-align: center;">2005</td> <td style="text-align: center;">2007</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION	2005	2007
PROFESSIONAL SERVICES	CONSTRUCTION					
2005	2007					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm Geotechnical Investigation of access road feasibility to hillside parcel. Consulted with Civil Engineer in placement of road and preparation of mitigation measure for geologic site problems. Cost of project \$ 40,000.00						
(1) TITLE AND LOCATION (City and State) Young-Nak Church Retreat Center, Lake Hughes, CA	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black;">CONSTRUCTION</td> </tr> <tr> <td style="text-align: center;">2006</td> <td style="text-align: center;">N/A</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION	2006	N/A
PROFESSIONAL SERVICES	CONSTRUCTION					
2006	N/A					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm Geotechnical feasibility study for retreat center within Alquist-Priolo study zone (San Andreas Fault System). Study involved grading for access roads, placement of access road to Water Storage tank pad, construction of Dormitory Buildings, meeting buildings, parking areas, and onsite private sewage disposal systems. The project cost is unknown at this time.						
(1) TITLE AND LOCATION (City and State) Hillcrest HOA, 531-565 El Retiro, Oak Park, CA	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black;">CONSTRUCTION</td> </tr> <tr> <td style="text-align: center;">2010</td> <td style="text-align: center;">2011-2012</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION	2010	2011-2012
PROFESSIONAL SERVICES	CONSTRUCTION					
2010	2011-2012					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm Geotechnical Engineering Investigation performed for series of homes at top of descending slopes. Slopes experiencing creep and erosion from uncontrolled drainage. Provided Grading Plans for mitigation of site and monitored construction of repair. Costs \$150,000+						

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME Michael Bandich, P.E.	13. ROLE IN THIS CONTRACT Project Civil Engineer, Plan Production	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">a. TOTAL</td> <td style="width: 50%; border-bottom: 1px solid black;">b. WITH CURRENT FIRM</td> </tr> <tr> <td style="text-align: center;">17</td> <td style="text-align: center;">3</td> </tr> </table>		a. TOTAL	b. WITH CURRENT FIRM	17	3
a. TOTAL	b. WITH CURRENT FIRM						
17	3						
15. FIRM NAME AND LOCATION (City and State) Bengal Engineering, Inc, Goleta, California							
16. EDUCATION (DEGREE AND SPECIALIZATION) BS/1996/Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) California - Civil Engineer (C 62575)					
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Mr. Bandich is an experienced Project Manager and Project Engineer who has worked on numerous public and private projects. He has over 16 years of experience in the construction and design of civil engineering projects including roadway design/reconstruction/rehabilitation; bridge design/analysis; design/analysis of concrete foundations, steel structures, earth/water retaining structures; and site grading. Mr. Bandich has also served as the Civil department manager for an AEC technology software and services provider where he oversaw all department functions, including, but not limited to, Civil software training, implementation and curriculum development. He was recognized for his excellence in the Civil technology field by being a guest speaker at several high profile industry events.							

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State) San Jose Creek Capacity Improvement Project City of Goleta, California	(1) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black;">CONSTRUCTION</td> </tr> <tr> <td style="text-align: center;">2010 - Present</td> <td style="text-align: center;">2012</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION	2010 - Present	2012
PROFESSIONAL SERVICES	CONSTRUCTION					
2010 - Present	2012					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm The proposed project consists of improvement of the San Jose Creek Channel to increase its hydraulic capacity for a 100-year storm event and also improve fish passage. The project site is located in the southwest side of the City of Goleta and is an existing concrete-lined, trapezoidal channel. The project boundary starts from under the Hollister Avenue Bridge, running west of State Route 217, and terminates ~4,000 feet downstream where the lined channel ends (adjacent to the old drive-in / swap meet). In addition to the channel improvements, portions of Kellogg Avenue will be reconstructed. Mr. Bandich serves as the Project Design Engineer.						
(1) TITLE AND LOCATION (City and State) Guadalupe Dunes Access Road Reconstruction Guadalupe Dunes Park: Santa Barbara County, California	(1) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black;">CONSTRUCTION</td> </tr> <tr> <td style="text-align: center;">2011-2012</td> <td style="text-align: center;">2012</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION	2011-2012	2012
PROFESSIONAL SERVICES	CONSTRUCTION					
2011-2012	2012					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm The County of Santa Barbara contacted Bengal Engineering in November of 2011 for a project of high importance. The project involved the beach access for the north county at Guadalupe Dunes County Park. The road had been undercut by the Santa Maria River and a new alignment with creative solutions was required. . Having a tight budget the project was designed in 3 weeks, 10 days ahead of schedule and under budget. Bidding was completed and the contractor was on site in February 2012. Mr. Bandich served as the Project Design Engineer. <i>This project was nominated as APWA "Project of Year" by Santa Barbara County.</i>						
(1) TITLE AND LOCATION (City and State) Mason and Cota Street Bridges Projects City of Santa Barbara, California	(1) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black;">CONSTRUCTION</td> </tr> <tr> <td style="text-align: center;">2010-Present</td> <td style="text-align: center;">TBD</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION	2010-Present	TBD
PROFESSIONAL SERVICES	CONSTRUCTION					
2010-Present	TBD					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Mason and Cota Street are two HBP funded projects which the City is moving forward. Each of these structures are in need of replacement due to age of structure or .hydraulic capacity inefficiencies. Mr. Bandich serves as a Project Design Engineer assisting in geometric layout, design and drafting.						
(1) TITLE AND LOCATION (City and State) Port District of San Diego Civil 3D Implementation San Diego, California	(1) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black;">CONSTRUCTION</td> </tr> <tr> <td style="text-align: center;">2008-09</td> <td style="text-align: center;">N/A</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION	2008-09	N/A
PROFESSIONAL SERVICES	CONSTRUCTION					
2008-09	N/A					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Responsible for the training and implementation of Autocad Civil 3D for District Surveyors, Designers and technicians.						
(1) TITLE AND LOCATION (City and State) City of Los Angeles, Bureau of Engineering, Bridge and Road Division City of Los Angeles, California	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black;">CONSTRUCTION</td> </tr> <tr> <td style="text-align: center;">2006-2007</td> <td style="text-align: center;">N/A</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION	2006-2007	N/A
PROFESSIONAL SERVICES	CONSTRUCTION					
2006-2007	N/A					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Responsible for the training and implementation of Autocad Civil 3D for District Surveyors, Designers and technicians.						

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES (“**Agreement**”) is made and effective as of the 1st day of March, 2013 by and between the City of Carpinteria, a municipal corporation (“**City**”), and **Bengall Engineering, Inc. Consultant**) at Carpinteria, California, with reference to the following facts:

- A. City has determined that it is necessary and appropriate to engage a design professional to carry out the services described herein; and
- B. Consultant has represented itself as being fully qualified and available to perform the consultant services necessary to complete the work in a timely manner; and
- C. City desires to contract with Consultant and Consultant is willing to perform the consultant services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **SERVICES.**

- 1.1 **Basic Services.** City hereby retains Consultant to perform the services described and set forth in the attached Exhibit A (“**Basic Services**”), which is incorporated by this reference as though set forth in full. Consultant hereby agrees to perform said services within the designated time frames and accepts this retention. Consultant shall complete the Basic Services according to a schedule of performance which is also set forth in Exhibit A.
- 1.2 **Additional Services.** In addition to the Basic Services, City may elect to have Consultant perform additional services that are beyond the current scope of the project, but within the expertise of Consultant (“**Additional Services**”). Such Additional Services shall be mutually agreed to in advance and specified in a writing, which shall also specify the basis for the Consultant’s fee for such additional services. Basic Services and Additional Services are referenced collectively as “**Services.**”

2. **PERFORMANCE.**

- 2.1 **Standard of Performance.** Consultant shall faithfully, competently and diligently perform the obligations and responsibilities required by this Agreement, applying the same standards of care utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.
- 2.2 **Labor and Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the Services. Consultant shall give its attention and supervision to the fulfillment of the

provisions of this Agreement by its employees and subcontractors and shall be responsible for the timely performance of the Services required by this Agreement.

2.3 **Review of Service.** Consultant shall furnish City with reasonable opportunities from time to time to ascertain whether the Services of Consultant are being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by City; Consultant is not providing final approval or review, which is solely City's function and role. City review and approval of such work and Services shall not, however, relieve Consultant of any of its obligations under this Agreement.

2.4 **Contract Administration.** The City Manager or his/her designee shall represent the City in all matters relating to the administration of this Agreement. The City Manager or his/her designee shall have the authority to act on the City's behalf to review and approve all products submitted by Consultant and may execute all necessary documents to authorize Consultant to perform Additional Services as provided for herein.

3. **TERM.** This Agreement shall be effective as of the date first above written and shall continue until all Services to be provided by Consultant are completed, but in no event later than the 31st day of December, 2013, unless terminated earlier as provided for herein.

4. **COMPENSATION.**

4.1 **Basic Services.** For Basic Services, City shall pay Consultant a time and materials, not to exceed amount of One hundred thirty nine five hundred forty dollars (\$139,540.00) as full compensation for all labor, materials, equipment, tools, transportation, and services. This compensation shall be paid in accordance with the payment rates and schedule as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks.

4.2 **Additional Services.** Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing in the method provided for herein. Consultant will submit fee estimates for such additional services upon request of City.

4.3 **Invoices.** Each and every payment by City shall be subject to City's receipt of an invoice outlining the items for which payment is requested. Payment to Consultant as to any undisputed fees shall be made, after verification of Consultant's performance, within 30 (thirty) days of receipt of invoice. If City disputes any of Consultant's fees, it shall give written notice to Consultant within 30 (thirty) days of receipt of an invoice of such disputed fees.

4.4 **Withholding.** City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found to be substantially inadequate. City shall notify Consultant in writing of deficiencies believed to be substantially inadequate within thirty (30) days after receipt of product.

- 4.5 **Taxes/Insurance/Licenses.** Consultant shall be solely responsible for the payment of any federal, state, or local income tax, social security tax, workers' compensation insurance, state disability insurance, and any other taxes or insurance which Consultant is responsible for paying as an independent contractor under federal, state or local law. At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses necessary for the performance of Services hereunder, including without limitation, business licensing from City, all at the sole cost of Consultant.

5. **RECORDS.**

- 5.1 **Financial Records.** Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall also maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.
- 5.2 **Access to Records.** Consultant shall provide free access to the representatives of City or its designees at reasonable times to books and records as set forth in section 5.1; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.
- 5.3 **Original Records.** Upon completion of, or in the event of termination or suspension of this Agreement, all completed and incomplete original agreements, data, documents, designs, drawings, exhibits, maps, models, computer files, reports, studies, surveys, notes, and other work, materials or documents prepared or used to prepare Consultant's work product in the course of providing the Services pursuant to this Agreement ("**Consultant Work Product**") shall become the sole property of City once the consultant has received payment. City may duplicate, disclose, disseminate, use, reuse or otherwise dispose of Consultant Work Product in whole or in part in any manner it deems appropriate, without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at Consultant's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Consultant may retain copies of such Consultant Work Product as a part of its record of professional activity.

6. **TERMINATION.**

- 6.1 **Termination Without Cause.** City may at any time terminate this Agreement or any portion thereof for any reason by giving Consultant at least ten (10) days prior written notice of such termination. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

6.2 **Termination With Cause.** City may terminate this Agreement with cause, effective immediately upon written notice of such termination to Consultant, based upon the occurrence of any of the following events:

- Material breach of this Agreement by Consultant;
- Cessation of Consultant to be licensed, as required;
- Failure of Consultant to substantially comply with any applicable federal, state or local law or regulation;
- Filing by or against Consultant of any petition under any law for the relief of debtors; and,
- Filing of a criminal complaint against Consultant for any crime, other than minor traffic offenses.

6.3 **Payment Upon Termination.** In the event this Agreement is terminated, with or without cause, pursuant to this Section, City shall pay Consultant for the outstanding balance owed up to the time of termination. Upon termination of the Agreement, Consultant will submit an invoice to City as provided for herein.

7. **INSURANCE.** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in the attached Exhibit B, which is incorporated by this reference as though set forth in full.

8. **INDEMNIFICATION.**

Indemnification for Professional Liability. To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any of its officials, employees and agents ("**Indemnified Parties**") from and against any and all losses, liabilities, damages, costs and expenses, including attorneys fees and costs which arise out of the negligence, recklessness, or willful misconduct of the Consultant.

9. **RELEASE OF INFORMATION.**

9.1 **Confidentiality.** All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released except to the City, directly or indirectly, by Consultant without City's prior written authorization. Consultant, its officers, employees, subcontractors or sub-consultants shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement unless requested by the City Attorney or authorized in writing by the City Manager. Response to a subpoena or court order shall not be considered "voluntary" provided that Consultant shall give City prompt written notice of any such court order or subpoena.

9.2 **Notice and Cooperation.** Consultant shall promptly notify the City Manager and City Attorney in writing if Consultant, its officers, employees, agents, or subcontractors or consultants should be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order or subpoena from any person or party related to this Agreement and/or

Consultant's related Services. City has no obligation to, but may exercise discretion to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the City an opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not grant or imply a right of City to control, direct, dictate or rewrite said response.

10. RELATIONSHIP TO CITY.

- 10.1 **Independent Contractor.** Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.
- 10.2 **No Employee Privileges.** No City employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.
- 10.3 **Consultant Duty to City.** Consultant understands and agrees that its responsibility to provide complete and accurate Services is owed solely to City and that its accountability under this contract shall likewise be solely to City and not to any City applicants or any other third person or entity.
- 10.4 **Interest of Consultant.** Consultant represents and warrants to City that it presently has no interests, and covenants that it shall not acquire any interests, direct or indirect, financial or otherwise, which would conflict with the performance of the services to be provided by Consultant under this Agreement. Consultant further covenants that, in the performance of this Agreement, no subcontractor or employee having such an interest shall be employed by Consultant. Consultant certifies that no one who has or will have any financial interest under this Agreement is: (a) an officer or employee of City, or (b). an officer or employee of the applicant and any of its consultants.
- 10.5 **Undue Influence.** Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of City will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall

be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

11. GENERAL PROVISIONS.

11.1 **Further Assurances.** City and Consultant each agree to cooperate with one another, to use their best efforts, to act in good faith, and to promptly perform such acts and execute such documents or instruments as are reasonably necessary and proper to consummate the transactions contemplated by this Agreement.

11.2 **Notices.** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To City:

Dave Durflinger, City Manager
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013-2698
P: (805) 684-5405
F: (805) 684-5304

To Consultant:

Any party may change their address for the purpose of this paragraph by giving the other party written notice of the new address in the above manner.

11.3 **Legal Responsibilities.** Consultant shall keep itself informed of state and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall reasonably observe and comply with such laws and regulations. The City and its officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

11.4 **Licenses.** At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required by law for the performance of services described in this Agreement.

11.5 **Labor Conditions.** City is a public entity in the state of California, and therefore, City and Consultant are subject to the provisions of the Government Code and the Labor Code of the state of California. All provisions of law applicable to public contracts and/or this Agreement are incorporated herein by this reference and are made a part of this Agreement to the same extent as if they were fully stated in the Agreement and shall be complied with by Consultant.

11.6 **Labor Requirements.** Consultant shall abide by all federal and California laws and regulations regarding wages, including, without limitation, the Fair Labor Standards Act

and the California Labor Code, which, in part, require Consultant to pay the general prevailing wage rates.

- 11.7 **Discrimination.** No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status, sexual orientation, or place of national origin. Consultant shall comply with all local, state, and federal laws relating to equal employment opportunity rights.
- 11.8 **Assignment.** Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City, which shall have the sole discretion to consent to any proposed assignment. Because of the personal nature of the Services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement.
- 11.9 **Waiver.** No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 11.10 **Construction of Terms.** All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. In the event of any provision shall be adjudged invalid, void or unenforceable, the parties hereto agree to enter into a supplemental agreement to effectuate the intent of the parties and the purposes of this Agreement.
- 11.11 **Controlling Law.** The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement, with venue proper only in the County of Santa Barbara, State of California.
- 11.12 **Attorneys Fees.** In the event any action is brought to enforce or interpret the terms of this Agreement or for damages on account of the breach hereof, the prevailing party therein shall be entitled to recover from the other party its costs and expenses incurred in connection therewith, including without limitation, reasonable attorneys fees and the costs and expenses of litigation.
- 11.13 **Authorization.** All officers and individuals executing this and other documents on behalf of the respective parties hereby certify and warrant that they have the capacity and have been duly authorized to execute said documents on behalf of the entities indicated.
- 11.14 **Entire Agreement.** This Agreement, along with its attached exhibits, which are incorporated herein by this reference, constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. This Agreement may be altered, amended or modified only by a supplemental writing executed by the parties to this Agreement and by no other means. Each party waives any future right to claim, contest, or assert that this Agreement

was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver or estoppel.

11.15 **Counterparts.** This Agreement may be executed in counterparts, each of which shall remain in full force and effect as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement at the place and as of the date first written above.

"CITY"
City of Carpinteria

"CONSULTANT"
Bengal Engineering, Inc.

By: _____
David Durflinger, City Manager

By: _____

APPROVED AS TO FORM:
City of Carpinteria

By: _____
Peter Brown, City Attorney

EXHIBIT A

Fee Estimate for Preliminary Engineering Services

Project No.:

Title: Carpinteria Rincon Trail

Client: City of Carpinteria, Parks and Rec Department

Date: February 13, 2013

Prepared by:

EPB/MD/SO

Billing Type:

T&M

EIN = 202027764



Bengal Engineering, Inc.
Civil, Bridge, Hydraulics, Structural & Highway Engineers

Bengal Engineering
250 Big Sur Drive
Goleta, CA 93117

(805) 685-6511

(626) 445-3676

Item Descriptions	HOURS																TOTAL HOURS	LABOR COST			
	SPEC.	PROJECT	BRIDGE	STRUCT.	CIVIL	TECH /	GEOTECH	ENG	CLERICAL												
	CONSULT.	MANAGER	ENG	Design	ENG	DRAFTER	ENG	GEOLOGIST													
Project Management and Team Leadership / Q.C.																					
Project Management and Administration		50						8	8								66	9140			
Meetings (Budget)		16			4			4									24	3600			
Meeting with Caltrans			6		6												12	1800			
Preliminary Coordination / Data Gathering																					
Existing Utility Research		6			12												18	2700			
Utility Coordination/Documentation		4			16	42											62	6570			
Right-of-Way Exhibit																					
Coordination with Surveyor					2												2	300			
Geotechnical Investigation																					
Coordinate Encroachment Permits								8									8	1200			
Mark for USA, Preliminary Data (air photos)								4									4	600			
Site Subsurface Exploration								40									40	6000			
Boring Logs - Plan & Cross-Section Drafting						4		24									28	3940			
Data Reduction / Analysis		4					30	12									46	6900			
Prepare Draft Geotechnical Report		4					30	24									58	8700			
Prepare Draft Foundation Report		4					24	16									44	6600			
Environmental Documentation (Support City Task)																					
Support City staff (as requested)		6			8	12											26	3120			
Bridge Advance Planning Study																					
Bridge Advance Planning Study / General Plan		6	60		10	40											116	14800			
Preliminary Civil Plans																					
Civil Engineering Sheets		28	20	24	120	140											332	40700			
Rendering and Presentation Materials																					
Trail and Structure Rendering		8	8		8	40											64	7000			
TOTALS	-	136	94	24	186	278	84	140	8	-	-	-	-	-	-	-	950	123670			
Classification	Rate/Hr.							Expenses							Units	Unit Cost	Billing Factor	Reimbursables	Consultant		
Special Consultant	175.00																				
Project Manager	150.00							Geotech Exploration (Budget figure)							1	8000	1.15	9200	9200		
Bridge Engineer	150.00							Laboratory Test (Budget)							1	3500	1.15	4025	4025		
Senior Engineer	150.00							Carpenter and Benner (Budget)							1	2000	1.15	2300	2300		
Structural Design	150.00							**							0	0	1.15	0	0		
Civil Engineer	150.00							Surveyor							0	0	1.15	0	0		
Engineering Geologist	150.00							BW - Size D							0	0.9	1.15				
Drafter/Technician	85.00							Color - Size D							0	7.5	1.15	0	0		
Geotech Engr	150.00							Mylar - Size D							0	15	1.15	0	0		
Eng. Geologist	150.00							Plans/Copies: Budget							1	200	1.15	230	230		
Clerical	55.00							BW Photocopies - Letter Size							0	0.1	1.15				
								Mail: Budget							1	100	1.15	115	115		
Average Rate:	130.18																				\$15,870.00
Grand Total =																	\$139,540.00				

EXHIBIT B

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.
8. Certificate(s) are to reflect that the insurer will provide 30 (thirty) days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

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.

Rincon Trail

Carpenteria, CA

March, 2008

Drawn By:
NAME DATE
GG MF

Revisions
NAME DATE

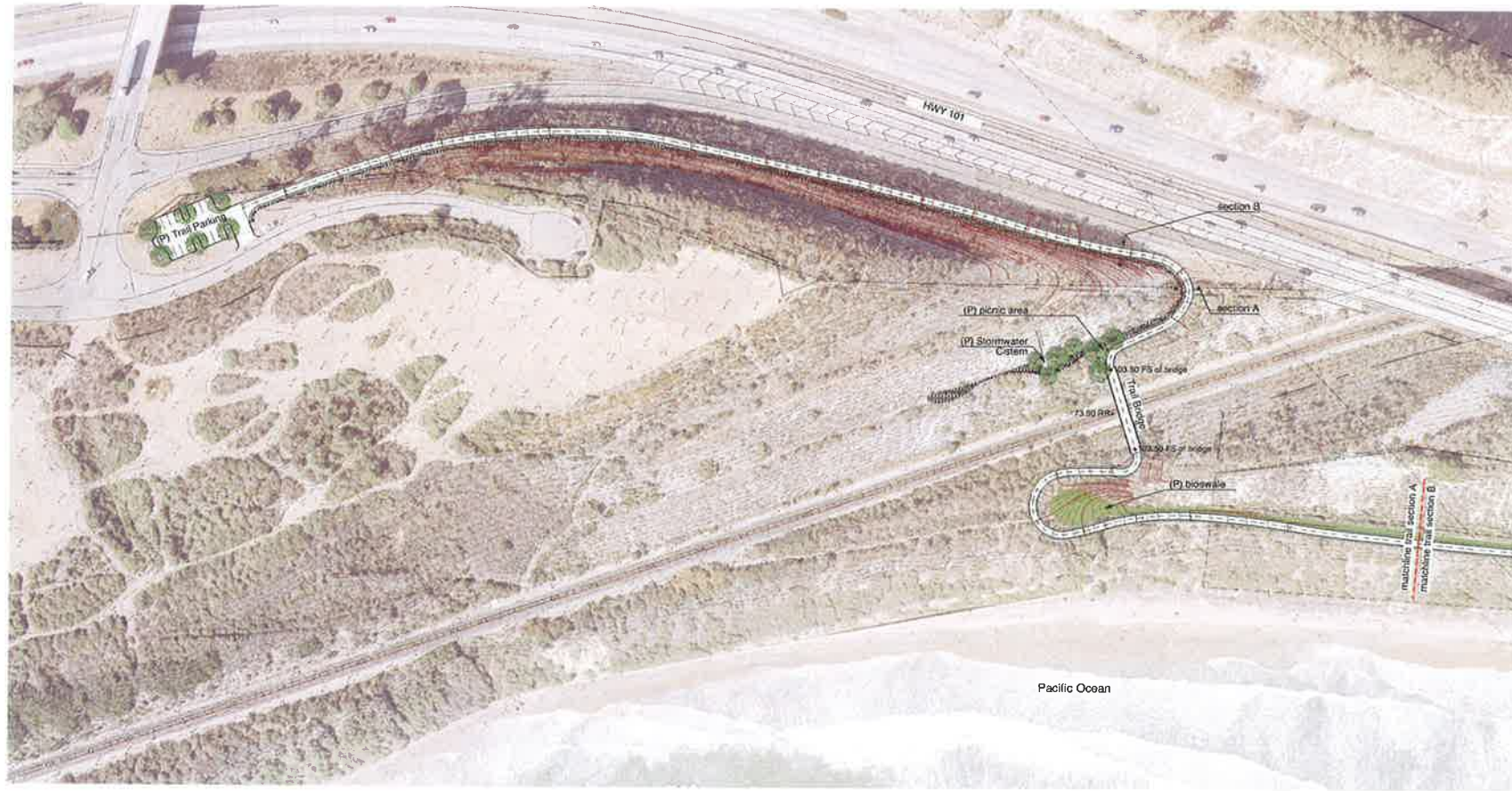
scale: as noted

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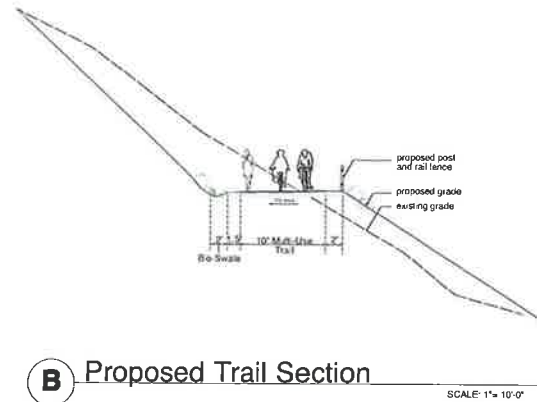
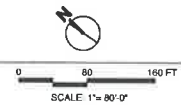


Preliminary Plan
Landscape

L1.0



B Proposed Trail From New Parking Lot to Rail Road Bridge Crossing



B Proposed Trail Section



A Proposed Trail Section



A Proposed Trail From Rail Road Bridge Crossing To HWY 101 On-Ramp

