

July 26, 2024

Kailash Mozumder  
Public Works Project Manager  
City of Capitola  
420 Capitola Ave.  
Capitola, CA 95010

**Subject: Amendment #1 to 41<sup>st</sup> Avenue Multimodal Corridor Improvements – Caltrans DEER Application and PS&E Construction Documents**

Dear Kailash,

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) and City of Capitola (“Client”) entered in a Professional Services Agreement dated 4/23/2024 (“Agreement”) concerning the 41<sup>st</sup> Avenue Multimodal Corridor Improvements PO#2024-00000072 (“Project”).

The parties now desire to amend the Agreement to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

## **Project Understanding**

The 41st Avenue Pavement Rehabilitation and Multimodal Improvements project from Clares Street to the Northern City limit by Highway 1 aims to enhance the functionality, safety, and accessibility of 41st Avenue, which serves as the primary arterial and business local surface street in Santa Cruz County. The City was selected for a 2023 Consolidated Program Grant from SCCRTC. Building upon previous improvements at intersections and the adaptive signal program implemented by the City, the project focuses on pedestrian enhancements, lane selection improvements, and the installation of physical barriers.

- The project will incorporate features outlined in the City’s ADA transition plan, including audible signals and pedestrian improvements.
- A physical barrier between the limit line and the diverge of the Highway 1 southbound on-ramp on 41st Avenue will prevent vehicles from bypassing the queue for southbound on-ramp traffic, enhancing safety for both motorists and bicycle riders in the Class II bike lane at the Highway 1 southbound on-ramp at 41st Avenue.
- Overhead signs and roadway markings will facilitate better lane selection for southbound and northbound movements on Highway 1 and improve traffic flow on the eastbound approach of Gross Road.
- The project will address the deteriorating pavement conditions along 41st Avenue. Through the rehabilitation of the road surface, the project will create a smoother and safer transportation network, improving the experience for all roadway users.

The section of 41<sup>st</sup> Avenue between Gross Road to the Northern City limit is within Caltrans right-of-way. In May 2024, Kimley-Horn was retained to provide initial Caltrans coordination support for an Encroachment Permit and assist with successful project delivery per the grant schedule.

Based on June 2024 discussions with Caltrans, the project would fall under the Caltrans Short-Form QMAP process and would be subject to completing a Design Engineering Evaluation Report (DEER).

**This amendment provides scope for completing the Caltrans DEER process for the Encroachment Permit and preparing full plans, specifications, and estimate (PS&E) construction documents for the project in both Caltrans and City right-of-way.**

## Scope of Services

### **Task 3: Prepare Caltrans Design Engineering Evaluation Report**

Consultant will work with the City and Caltrans to produce and obtain approval of the DEER in accordance with Caltrans' DEER Guidelines. Consultant will prepare and assemble the DEER following review and approval by Caltrans and the City. It is assumed the DEER preparation and approval process with Caltrans will take approximately six (6) to eight (8) months. Since this includes work to be done within Caltrans right of way, Caltrans will have influence on the overall project schedule.

#### **Task 3.1: Draft/Final DEER**

Consultant will prepare an administrative draft DEER for the City review and comments. Consultant will update the administrative draft per the comments and develop a draft version of the DEER for the City, and Caltrans review and comments. This report will meet Caltrans guidance as documented in the Caltrans DEER Guidelines.

Consultant will submit electronic to the City and Caltrans for review, provide written responses to consolidated comments provided by Caltrans, and resubmit draft DEER for confirmation that comments were addressed. Up to 2 rounds of revisions is assumed.

Consultant will prepare responses to consolidated comments received from Caltrans, City and other project stakeholders on the draft DEER and develop the final version of the DEER for approval. This report will meet Caltrans guidance as documented in the Caltrans DEER Guidelines. Written responses to comments will be submitted in a matrix form for the comments received. Consultant will submit electronic and hard copies of the final approved DEER to the City and Caltrans.

#### **Task 3.2: Attachments to DEER**

##### **3.2.1 Location Map and Vicinity Map**

Consultant will prepare a Location Map and Vicinity Map in accordance with Caltrans' content and format requirements.

##### **3.2.2 Prepare Environmental Documentation (CEQA – Categorical Exemption; NEPA – Categorical Exclusion)**

Caltrans will act as the CEQA and NEPA lead agency, and it is anticipated that the project will qualify for a CEQA Categorical Exemption (CE) and NEPA Categorical Exclusion (CE). It is assumed based on the minor nature of these improvements that no environmental technical studies would be necessary to support the CE/CE. The Consultant will prepare the following documentation:

- Categorical Exemption/Categorical Exclusion Determination Form
- Environmental Commitments Record
- CEQA Notice of Exemption

This documentation will use the most recent template available on Caltrans' SER website. One (1) round of review involving revisions of the above-listed documents are included and Caltrans will finalize the CE/CE by signing and filing them.

##### **3.2.3 Right of Way Data Sheet**

Consultant will prepare a Caltrans' ROW data sheet for the build alternative and include it as an attachment to the DEER. ROW requirements for the build alternative will be updated and verified. Consultant will conform to the current Caltrans' ROW Manual. There are no ROW takes anticipated on this project.

### **3.2.4 GAD and Design Standard Decision Document**

Consultant will further develop the additional geometric refinements and alternative development. These geometric refinements will be necessary for obtaining Caltrans approval of the geometric design drawings and the design standard decision document. Consultant will hold one (1) GAD review meetings with Caltrans and prepare one (1) submittal of the geometric approval drawings with the Design Standard Decision Document.

Detailed geometries of the build alternative will be developed in sufficient detail to assess if any nonstandard features can be eliminated. Once preliminary concurrence on the build alternative geometrics is obtained from Caltrans, design deviation from design standards that require preparation of the Design Standard Decision Document will be documented by the Consultant in draft Decision Document. Coordination meetings with Caltrans Geometricians will be held to discuss nonstandard features prior to submittal of the design standard decision document. Subsequent to coordination meetings, the design standard decision document will be updated and submitted to Caltrans HQ geometrician and Caltrans District 5 for review and comment, together with the DEER. Consultant will address and comment on the draft Decision Document and submit final Design Standard Decision Document for Caltrans approval, prior to submittal of the Final.

Two (2) drafts and one (1) final Design Standard Decision Document submittals are included in this scope.

### **3.2.5 Transportation Management Plan Data Sheet**

Consultant will coordinate with Caltrans staff and prepare the Transportation Management Plan Checklist per Caltrans guidelines. TMP will be included in the DEER for Caltrans review and comment. Consultant will update the TMP to address Caltrans comments and resubmit as part of the Final DEER.

### **3.2.6 Stormwater Data Report (Short Form)**

Consultant will prepare a short form SWDR. The SWDR prepared during the DEER phase typically provides the initial documentation of potential water quality impacts to receiving water bodies and presents anticipated best management practices (BMPs) to minimize or mitigate these potential impacts to water quality. This SWDR identifies the receiving water bodies of the Project and describes the existing water quality limitations. In addition, this SWDR describes the general geotechnical conditions of the Project area to help identify BMPs that may be required for the Project. The report will provide an understanding of potential impacts that may result from the amount of disturbed soil stemming from the Project, in addition to potential downstream impacts and water quality impacts related to the increase in impervious area created by the Project. The feasibility of appropriate treatment BMPs will be documented in the SWDR.

### **3.2.7 Initial Site Assessment (ISA)**

Consultant will evaluate the Project area for the presence of Recognized Environmental Conditions (RECs) and prepare an ISA general accordance with American Society for Testing and Materials (ASTM) Standard E-1527-21 per Caltrans Standard Environmental Reference, Environmental Handbook, Volume 1, Chapter 10, "Guidelines for Hazardous Materials, Hazardous Waste, and Contamination", and Environmental Protection Agency (EPA) Standards and Practices for All Appropriate Inquiries (AAI) (40 CFR Part 312). Exceptions to the ASTM standard about this Project will include the following: no title searches, property appraisals, or interviews will be performed for the Project area.

### **3.2.8 Opinion of Probable Cost**

Consultant will prepare quantities and unit costs for the build alternative and complete the Caltrans eleven-page Preliminary Project Cost Estimate Summary. Approximate quantities for major construction items will be determined and unit costs will be applied based on Caltrans Contract Cost Data and recent applicable bid results. Estimates will be prepared and submitted with each submittal of the draft and final DEER.

**Deliverables:**

- Draft/Final DEER
- Location Map and/or Vicinity Map
- Right of Way Data Sheet
- TMP Data Sheet
- Opinion of Probable Cost
- Stormwater Data Report (Short Form)
- Design Standard Decision Document
- Initial Site Assessment (ISA)
- CE/CE Checklist
- CE/CE Determination Form
- CEQA Notice of Exemption

**Task 4: Prepare Caltrans 95% Plans, Specifications, and Estimate**

The Consultant will hold one (1) Kick-off meeting with Caltrans and the City. Based on comments from Caltrans and the City, Consultant will perform final design and prepare Final Design - (95% PS&E) documents as a requirement of the Encroachment Permit process.

Plans will be prepared at a scale of 1"=50' with detail following the latest versions of the Caltrans' standard plans, CADD User's Manual, and Plans Preparation Manual. Sheets will be produced in AutoCAD 2024 or later versions.

The 95% plans will have no vertical design information and will use aerial mapping and existing as-builts obtained from the City and Caltrans to establish project centerline geometrics. Consultant will hold one (1) field visit to the project site. If Caltrans requires survey, aerial topography, or field crews then this work can be provided for an additional fee.

Title blocks will be signed and sealed by an appropriate California Registered Engineer. A set of 95% PS&E design plans will contain the estimated following sheets. Contractor will use the following code letters and sheet names and arrange sheets in the order shown.

*Table 1 – Estimated List of Design Plans (Caltrans 95%)*

ID Code Letter	Sheet Name	# of Sheets
T	Title Sheet	1
X	Typical Cross Sections	1
L and U	Layout (Include utilities)	2
C	Construction Details	2
WPC	Temporary Water Pollution Control	2
SC/TH/DE	Stage Construction/Traffic Handling Plan/Detour Plan/Lane Closure Charts	5
CS	Construction Area Signs	1
PD and S	Pavement Delineation and Sign Plan	2
PDD/PDQ and SD/SDQ	Pavement Delineation and Sign Details and Quantities	2
Q	Summary of Quantities	2
TS	Traffic Signal Plan and Quantities	3
<b>Total Estimated Sheets</b>		<b>23</b>

After receipt of one (1) set of non-conflicting comments from the City on the 95% PS&E, Consultant will prepare a comment resolution matrix summarizing comments received on the 95% PS&E documents, along with the resolution for each comment. After comment resolution with the City is completed, Consultant will

submit the 95% Plans as an attachment to the DEER and Consultant will address one (1) round of comments with Caltrans and provide a response to comment resolution matrix as part of this scope.

**Deliverables:**

- 95% PS&E to City for review
- 95% PS&E to Caltrans

**Additional Services**

**Task 5: Prepare City ROW Only 95% Plans, Specifications, and Estimate**

Consultant will perform final design and prepare Final Design - (95% PS&E) documents for the project limits not within Caltrans right of way. Plans will be prepared at a scale of 1"=50' with detail following the latest versions of the Caltrans' standard plans, CADD User's Manual, and Plans Preparation Manual. Sheets will be produced in AutoCAD 2024 or later versions.

The 95% plans will have no vertical design information and will use aerial mapping and existing as-builts obtained from the City and Caltrans to establish project centerline geometrics. Consultant will hold one (1) field visit to the project site. If Caltrans requires survey, aerial topography, or field crews then this work can be provided for an additional fee.

A set of 95% PS&E design plans will contain the estimated following sheets to include as additional sheets in the Caltrans 95% PS&E set in Task 4. Contractor will use the following code letters and sheet names and arrange sheets in the order shown.

*Table 2 – Estimated List of Design Plans (City ROW 95%)*

ID Code Letter	Sheet Name	# of Sheets
X	Typical Cross Sections	1
L and U	Layout (Include utilities)	3
C	Construction Details	3
SC/TH/DE	Stage Construction/Traffic Handling Plan/Detour Plan/Lane Closure Charts	3
PD and S	Pavement Delineation and Sign Plan	3
PDD/PDQ and SD/SDQ	Pavement Delineation and Sign Details and Quantities	2
Q	Summary of Quantities	1
TS	Traffic Signal Plan and Quantities	2
<b>Total Sheets</b>		<b>19</b>

After receipt of one (1) set of non-conflicting comments from the City on the 95% PS&E, Consultant will prepare a comment resolution matrix summarizing comments received on the 95% PS&E documents, along with the resolution for each comment.

**Deliverables:**

- 95% PS&E to City

**Task 6: Prepare 100% and Final Plans, Specifications, and Estimate (Caltrans & City)**

After receipt of one (1) set of non-conflicting comments from the City on the 95% PS&E, Consultant will prepare 100% PS&E documents. Significant design or plan changes will be considered additional scope and can be performed for additional fee.

After receipt of one (1) set of non-conflicting comments from the City on the 100% PS&E, Consultant will prepare a comment resolution matrix summarizing comments received on the 100% PS&E documents, along with the resolution for each comment. After comment resolution with the City is completed, Consultant will prepare Final PS&E documents. After receipt of one (1) set of non-conflicting comments from the City on the Final PS&E, Consultant will complete the Final PS&E documents.

**Additional Tasks**

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

**Information Provided by the Client**

We will be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client’s consultants or representatives. If available, the Client will provide all information requested by Kimley-Horn during the project.

**Schedule**

We will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule. It is assumed the DEER preparation and approval process with Caltrans will take approximately six (6) to eight (8) months. Since this includes work to be done within Caltrans right of way, Caltrans will have influence on the overall project schedule. The PS&E tasks can be worked on concurrently with the DEER tasks. The Consultant will prepare a schedule for

**Fee and Expenses**

Kimley-Horn will perform the scope of services on a labor fee plus expense basis with the maximum labor fee shown below.

*Table 3 – Scope of Services Summary*

<b>Task #</b>	<b>Description</b>	<b>Fee</b>
3	Prepare Caltrans Design Engineering Evaluation Report (DEER)	\$122,100
3.1	Draft/Final DEER	\$40,910
3.2	Attachments to DEER	
3.2.1	Location Map and Vicinity Map	\$2,520
3.2.2	Prepare Environmental Documentation (CE/CE)	\$5,420
3.2.3	ROW Data Sheet	\$6,010
3.2.4	Design Standard Decision Document (DSDD)	\$30,430
3.2.5	TMP Data Sheet	\$3,480
3.2.6	Storm Water Data Report (Short Form)	\$9,400
3.2.7	Initial Site Assessment (ISA)	\$13,600
3.2.8	Opinion of Probable Cost	\$10,330
4	Prepare Caltrans 95% PS&E (23 Sheets)	\$101,945
4.1	Signing/Striping/Pavement Rehab/Project Plan Production	\$69,925
4.2	Signal Design and Sheets	\$23,575
4.3	Utilities/Temp Water Pollution Control Sheets	\$8,445
<b>Kimley-Horn Labor Fee (Task 3 &amp; 4)</b>		<b>\$224,045</b>
<b>Direct Expenses</b>		<b>\$4,500</b>

<b>Additional Services</b>		
5	Prepare City 95% PS&E Submittal Outside Caltrans ROW (19 Sheets)	\$52,260
5.1	Signing/Striping/Pavement Rehab/Project Plan Production	\$40,725
5.2	Signal Design and Sheets	\$6,970
5.3	Utilities/Temp Water Pollution Control Sheets	\$4,565
6	Prepare 100% and Final PS&E (Caltrans & City)	\$23,285
<b>Kimley-Horn Labor Fee (Task 5 &amp; 6)</b>		<b>\$75,545</b>
<b>Total Kimley-Horn Labor Fee (Task 3, 4, 5, 6)</b>		<b>\$304,090</b>

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a 15% markup, will be immediately issued to and paid by the Client.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

**Closure**

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Frederik Venter P.E.  
 #C64621  
 Senior Associate

Derek Wu P.E.  
 #C81401  
 Project Manager

**AGREED AND ACCEPTED:  
City of Capitola**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_