

CITY OF CAPITOLA
PROFESSIONAL SERVICES AGREEMENT
Capitola Active Transportation Plan
Fehr & Peers

THIS AGREEMENT is entered into on March 12, 2029, by and between the City of Capitola, a Municipal Corporation, hereinafter called "City" and Fehr & Peers, hereinafter called "Consultant".

WHEREAS, City desires certain services described in Appendix One and Consultant is capable of providing and desires to provide these services;

NOW, THEREFORE, City and Consultant for the consideration and upon the terms and conditions hereinafter specified agree as follows:

SECTION 1
Scope of Services

The services to be performed under this Agreement are for economic consulting services and further detailed in Appendix One.

SECTION 2
Duties of Consultant

All work performed by Consultant, or under its direction, shall be sufficient to satisfy the City's objectives for entering into this Agreement and shall be rendered in accordance with the generally accepted practices, and to the standards of, Consultant's profession.

Consultant shall not undertake any work beyond the scope of work set forth in Appendix One unless such additional work is approved in advance and in writing by City. The cost of such additional work shall be reimbursed to Consultant by City on the same basis as provided for in Section 4.

If, in the prosecution of the work, it is necessary to conduct field operations, security and safety of the job site will be the Consultant's responsibility excluding, nevertheless, the security and safety of any facility of City within the job site which is not under the Consultant's control.

Consultant shall meet with Community Development Director, called "Director," or other City personnel, or third parties as necessary, on all matters connected with carrying out of Consultant's services described in Appendix One. Such meetings shall be held at the request of either party hereto. Review and City approval of completed work shall be obtained monthly, or at such intervals as may be mutually agreed upon, during the course of this work.

SECTION 3
Duties of the City

City shall make available to Consultant all data and information in the City's possession which City deems necessary to the preparation and execution of the work, and City shall actively aid and assist Consultant in obtaining such information from other agencies and individuals as necessary.

The Director may authorize a staff person to serve as his or her representative for conferring with Consultant relative to Consultant's services. The work in progress hereunder shall be reviewed from time to time by City at the discretion of City or upon the request of Consultant. If the work is satisfactory, it will be approved. If the work is not satisfactory, City will inform Consultant of the changes or revisions necessary to secure approval.

SECTION 4

Fees and Payment

Payment for the Consultant's services shall be made upon a schedule and within the limit, or limits shown, upon Appendix Two. Such payment shall be considered the full compensation for all personnel, materials, supplies, and equipment used by Consultant in carrying out the work. If Consultant is compensated on an hourly basis, Consultant shall track the number of hours Consultant, and each of Consultant's employees, has worked under this Agreement during each fiscal year (July 1 through June 30) and Consultant shall immediately notify City if the number of hours worked during any fiscal year by any of Consultant's employees reaches 900 hours. In addition, each invoice submitted by Consultant to City shall specify the number of hours to date Consultant, and each of Consultant's employees, has worked under this Agreement during the current fiscal year.

SECTION 5 Changes in Work

City may order major changes in scope or character of the work, either decreasing or increasing the scope of Consultant's services. No changes in the Scope of Work as described in Appendix One shall be made without the City's written approval. Any change requiring compensation in excess of the sum specified in Appendix Two shall be approved in advance in writing by the City.

SECTION 6 Time of Beginning and Schedule for Completion

This Agreement will become effective when signed by both parties and will terminate on the earlier of:

- The date Consultant completes the services required by this Agreement, as agreed by the City; or
- The date either party terminates the Agreement as provided below.

Work shall begin on or about August 26, 2019.

In the event that major changes are ordered or Consultant is delayed in performance of its services by circumstances beyond its control, the City will grant Consultant a reasonable adjustment in the schedule for completion provided that to do so would not frustrate the City's objective for entering into this Agreement. Consultant must submit all claims for adjustments to City within thirty calendar days of the time of occurrence of circumstances necessitating the adjustment.

SECTION 7 Termination

City shall have the right to terminate this Agreement at any time upon giving ten days written notice to Consultant. Consultant may terminate this Agreement upon written notice to City should the City fail to fulfill its duties as set forth in this Agreement. In the event of termination, City shall pay the Consultant for all services performed and accepted under this Agreement up to the date of termination.

SECTION 8

Insurance

Consultant shall procure and maintain for the duration of the contract and for **1** years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001).
2. Insurance Services office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California, and Employer's Liability Insurance.
4. Professional (Errors and Omissions) Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage shall include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- | | |
|--|--|
| 1. General Liability:
(including operations, products and completed operations) | \$1,000,000 per occurrence and \$2,000,000 in aggregate (including operations, for bodily injury, personal and property damage). |
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and property damage. |
| 3. Employer's Liability Insurance | \$1,000,000 per accident for bodily injury and property damage. |
| 4. Errors and Omissions Liability:
Limits | \$1,000,000 per claim and \$2,000,000 in the aggregate. |

Other Insurance Provisions

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

1. The City of Capitola, its officers, officials, employees and volunteers are to be covered as additional insured's as respects: liability arising out of work or operations performed by or on behalf of the Consultant or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after prior written notice has been given to the City.

Acceptability of Insurers

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

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Capitola** for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SECTION 9 Indemnification

For General Services: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its directors, officers, employees from and against any and all claims, demands, actions, liabilities, damages, judgments, or expenses (including attorneys' fees and costs) arising from the acts or omissions of Consultant's employees or agents in any way related to the obligations or in the performance of services under this Agreement, except for design professional services as defined in Civil Code § 2782.8, and except where caused by the sole or active negligence, or willful misconduct of the City.

For Design Professional Services under Civil Code §2782.8: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its directors, officers, and employees from and against any and all claims, demands, actions, liabilities, damages, or expenses (including attorneys' fees and costs) arising from the negligence, recklessness, or willful misconduct of the Consultant, Consultant's employees, or agents in any way related to the obligations or in the performance of design professional services under this Agreement as defined in Civil Code §2782.8, except where caused by the sole or active negligence, or willful misconduct of the City. The costs to defend charged to the Consultant relating to design professional services shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8 and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, Consultant's employees, agents or subcontractors, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

SECTION 10 **Civil Rights Compliance/Equal Opportunity Assurance**

Every supplier of materials and services and all consultants doing business with the City of Capitola shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990, and shall be an equal opportunity employer as defined by Title VII of the Civil Rights Act of 1964 and including the California Fair Employment and Housing Act of 1980. As such, consultant shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age or sex with respect to hiring, application for employment, tenure or terms and conditions of employment. Consultant agrees to abide by all of the foregoing statutes and regulations.

SECTION 11 **Legal Action/Attorneys' Fees**

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which he or she may be entitled. The laws of the State of California shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Consultant and the City.

SECTION 12 **Assignment**

This Agreement shall not be assigned without first obtaining the express written consent of the Director after approval of the City Council.

SECTION 13 **Amendments**

This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the City and Consultant. Consultant acknowledges that no such amendment shall be effective until approved and authorized by the City Council, or an officer of the City when the City Council may from time to time empower an officer of the City to approve and authorize such amendments. No representative of the City is authorized to obligate the City to pay the cost or value of services beyond the scope of services set forth in Appendix Two. Such

authority is retained solely by the City Council. Unless expressly authorized by the City Council, Consultant's compensation shall be limited to that set forth in Appendix Two.

SECTION 14 Miscellaneous Provisions

1. *Project Manager.* Director reserves the right to approve the project manager assigned by Consultant to said work. No change in assignment may occur without prior written approval of the City.

2. *Consultant Service.* Consultant is employed to render professional services only and any payments made to Consultant are compensation solely for such professional services.

3. *Licensure.* Consultant warrants that he or she has complied with any and all applicable governmental licensing requirements.

4. *Other Agreements.* This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter, and no other agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.

5. *City Property.* Upon payment for the work performed, or portion thereof, all drawings, specifications, records, or other documents generated by Consultant pursuant to this Agreement are, and shall remain, the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information and reference in connection with the City's use and/or occupancy of the project. The drawings, specifications, records, documents, and Consultant's other work product shall not be used by the Consultant on other projects, except by agreement in writing and with appropriate compensation to the City.

6. *Consultant's Records.* Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for this project. Such records and documentation shall be kept available at Consultant's office during the period of this Agreement, and after the term of this Agreement for a period of three years from the date of the final City payment for Consultant's services.

7. *Independent Contractor.* In the performance of its work, it is expressly understood that Consultant, including Consultant's agents, servants, employees, and subcontractors, is an independent contractor solely responsible for its acts and omissions, and Consultant shall not be considered an employee of the City for any purpose.

8. *Conflicts of Interest.* Consultant stipulates that corporately or individually, its firm, its employees and subcontractors have no financial interest in either the success or failure of any project which is, or may be, dependent on the results of the Consultant's work product prepared pursuant to this Agreement.

9. *Notices.* All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

CITY
CITY OF CAPITOLA
420 Capitola Avenue
Capitola, CA 95010
831-475-7300

CONSULTANT

By: _____
Benjamin Goldstein, City Manager

By: _____

Dated: _____

Dated: _____

Approved as to Form:

Samantha Zutler, City Attorney

APPENDIX ONE
Scope of Services

Proposed Scope of Work

Task 1. Existing Conditions

Task 1.1. Literature Review

To establish a project baseline and ensure the ATP is consistent with existing planning efforts, we will review relevant plans and policies from the state, regional, and local level to confirm the data and active transportation policies/priorities. Such plans include, but are not limited to:

- Capitola Local Roadway Safety Plan (LRSP) (Draft expected Feb 2026)
- Complete Streets Safety Assessment, Capitola (2024)
- Capitola Local Coastal Program (2025)
- Capitola Bicycle Transportation Plan (2011)
- Capitola Climate Action Plan (2015)
- Capitola General Plan (2014, updated 2019)
- County of Safety Action Plan (Draft expected Spring 2026)
- County of Santa Cruz Active Transportation Plan (2022)
- Santa Cruz County Regional Transportation Commission (SCCRTC) Regional Transportation Plan 2050 (Draft January 2026)
- Caltrans D5 Active Transportation Plan (2021)
- Caltrans Design Information Bulletin 94 (2024)
- Toward an Active California, State Bike and Pedestrian Plan (2017)

Task 1.2. Facilities Inventory

To document and understand existing conditions for people walking, biking, and rolling in Capitola, we will map existing conditions including the following:

EXISTING FACILITIES AND INFRASTRUCTURE

We will prepare maps highlighting existing and planned pedestrian and bicycle infrastructure in Capitola. Maps will capture planned projects

including Bay Street, 41st Avenue, and projects listed in the forthcoming LRSP. These maps will serve as a baseline for identifying gaps, prioritizing improvements, and supporting strategies that enhance connectivity and safety for active transportation users.

KEY DESTINATIONS

We will identify and map key destinations including parks, schools, shopping centers, community centers, and transit facilities.

BICYCLE AND PEDESTRIAN SAFETY

Safety is a necessary precondition for a sustainable transport future. We will conduct a high-level safety evaluation using crash data from the recent LRSP with a focus on bicycle and pedestrian crashes. We will explore common trends involving bicycle and pedestrian crashes, including understanding trends by key roadways within the City, and concentrations near key destinations such as downtowns, schools, and shopping centers. We will identify any relationships between locations with high crash concentrations and key pedestrian and bicycle destinations such as schools, transit stops, and parks.

HEALTH AND EQUITY

Our project team will evaluate health data by identifying areas in the city where investing in active transportation facilities could enhance connectivity to affordable housing, transit, healthy food, medical care, and green spaces, thereby increasing public health. We will overlay data sources such as the Healthy Places Index and CalEnviroScreen with other equity indicators from Census data such as income, poverty, and access to vehicles. If available, we will also consider RTC's new equity priority communities designations.

Task 1.3. Data Collection

Fehr & Peers will compile the following datasets, which will form the foundation for all subsequent analyses. We've designed a simple and efficient analysis approach to allow the project team to focus our efforts on helping identify practical, implementable projects that meaningfully improve active transportation connectivity. These data listed below can be helpful in supplementing existing OSM used as the baseline for analysis and mapping to better capture local conditions. We will assemble these datasets from available countywide sources and supplement, as needed, with reasonable assumptions or publicly available data to ensure completeness for the proposed analysis.

Dataset	LTS	Potential Risk Analysis	Connectivity
Functional classification		✓	
Number of lanes	✓	✓	
Posted speed limits	✓	✓	
Observed speed data	✓	✓	
Intersection traffic controls	✓	✓	
Presence of medians	✓	✓	
Traffic volumes	✓	✓	
High Injury Network		✓	
Pedestrian and bicycle crashes		✓	
Existing and planned bicycle infrastructure	✓	✓	✓
Existing and planned pedestrian infrastructure	✓	✓	✓
Transit routes, stops, and plans		✓	✓
BCycle Use		✓	✓
Land use data, such as <ul style="list-style-type: none"> • Multifamily housing • Schools • Parks • Senior facilities • Retail destinations • Key government services 		✓	✓
Health data, such as: <ul style="list-style-type: none"> • Pollution exposure • Access to key services and resources • Income • Tree canopy cover 			✓

Big Data

Big Data can help provide additional nuance about travel behavior including seasonal variation in active transportation use and better understand trip origins and destination and overall active transportation demand. We understand that school bike and e-bike use makes up a large portion of school commute mode share. Big Data can help to supplement traditional counts by providing additional information about travel modes, origins and destinations, and user demographics.

Fehr & Peers has experience with many different Big Data providers. We recommend using Azira along the coast line and within Downtown to capture recreational trips and understand differences in travel behavior during off-peak and peak visitor season. We also recommend Replica to identify citywide vehicle, pedestrian, and bicycle trends. This would not only inform where people are going and coming from but help to build up the risk analysis by highlighting streets that may have potentially higher crash exposure or potential for mode shift. We have set aside \$1,200 to purchase Big Data.



Figure 6 LTS Analysis from the Sonoma Countywide ATP, which also included ATPs for individual cities that previously didn't have them.

Task 1.4. Interactive Public Feedback Map

Fehr & Peers will host an interactive webmap to collect community feedback on key destinations, travel modes, safety concerns, and barriers to active transportation travel. The feedback from the webmap will support data findings from **Tasks 1.2** and **1.3**.

Task 1.5. Existing Conditions

All analysis completed in this task will be summarized in a presentation slide deck that illustrates key findings from bicycle and pedestrian crash analysis and bicycle and pedestrian facilities inventory. We recommend using presentation formats rather than technical memorandums so that City staff and the project team have a cohesive, easy-to-share set of project materials that can support meetings, discussions, and engagement throughout the project.

TASK DELIVERABLES

- Draft and Final Literature Review Memo
- Existing Conditions Slide Deck
- Interactive webmap
- Set of maps showing existing and planned bicycle and pedestrian facilities and crashes

Task 2. Data Analysis and Network Evaluation

Task 2.1. Level of Traffic Stress Analysis

We will use our internal Streetscore tool to conduct a level of traffic stress (LTS) analysis. The outcome will be an online map that identifies a countywide low stress network, ranked on a scale of 1 to 4 in terms of biking comfortability, with 1 being the least stressful. The contextual factors for calculating LTS for a roadway network include existing bike facilities; speed limits; presence of medians; number of lanes; and points of interest (POI) locations such as schools, transit stops, parks, grocery, drug, and convenience stores; and employment areas.

Transportation projects are *increasingly complex*, and cities and communities are faced with making nuanced decisions about the design and planning of streets.

How easy is it for people to walk, bike, take transit, or drive?

Do people feel comfortable and safe walking and biking?

Will more people feel safe and comfortable walking and biking in the future?



Streets receive a *Streetscore* ranging from 1 to 4.



1 Safe and comfortable for people of a wide range of ages and abilities.



2 Comfortable in small segments for people of a wide range of ages and abilities.

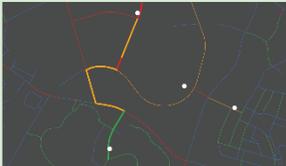


3 Tolerable for confident, experienced bicyclists and pedestrians.



4 Uncomfortable for most people and are a barrier to walking and biking for many.

Note: StreetScore is similar to Level of Traffic Stress but incorporates new methodologies to quantify stress on separated bikeways and bicycle boulevards and for pedestrian facilities.



Analyze Whole Networks:
Measure comfort across citywide networks and test the effects of different scenarios.



Alternatives Evaluation:
Use comfort as a metric to help people decide between multiple design options.



People Experience Comfort Differently:
Age, ability, race, and other factors affect how comfortable people are walking and biking. Overlay this information for a context-sensitive approach.

Task 2.2. Potential Risk Analysis

While LTS is a widely adopted and valuable metric for assessing comfort and traffic stress for bicyclists, it often falls short in fully representing pedestrian comfort and level of stress. Its bicycle-centric design overlooks critical pedestrian factors such as intersection complexity, crossing safety, and contextual elements like land use and connectivity. To address these gaps, we will complement LTS with a potential risk analysis that captures these contextual factors, aligns with the LRSP, and better reflects the pedestrian experience.

Following the latest best safety practices we strive to go beyond looking at current crash data to highlight areas with potential crash risk. This

analysis considers the three components of crash risk and identifies the presence of factors that are often related with crash risk as follows:

- **Crash exposure:** probability of a pedestrian or bicyclist to be present in a crash. Factors include vehicle, pedestrian, and bicycle volumes and land use context. Areas that generate high levels of pedestrian and bicycle volumes are important to consider
- **Crash likelihood:** probability of a crash to occur. Factors include roadway configuration, presence of pedestrian and bicycle infrastructure with adequate separation, level of visibility
- **Crash severity:** probability of a crash to result in a severe or fatal outcome. Factors include speed, number of conflict points, and volume of heavy vehicles

Task 2.3. Connectivity Analysis

To understand the walking and biking infrastructure needs and demands, Fehr & Peers will conduct a network accessibility analysis that combines the LTS analysis (**Task 2.1**) to identify what portions of the street network are already low stress and provide high access to desirable destinations vs. the portions of the street network that are high stress and provide high access. The portions of the street network that are high stress and high access indicate the greatest need or potential benefit for implementing improved walking and biking facilities.

The benefit of this type of analysis is it considers the combination of factors that influence people's willingness or ability to choose to walk or bike to meet their daily needs. It considers the land use which is indicative of where there is demand for travel. The land use data can be very specific such as specific schools or shopping centers, etc. or it can be more general based on zoning. The level of traffic stress analysis considers the quality of the infrastructure and the impact that vehicle volume and speed have on people's comfort level when it comes to walking or biking.

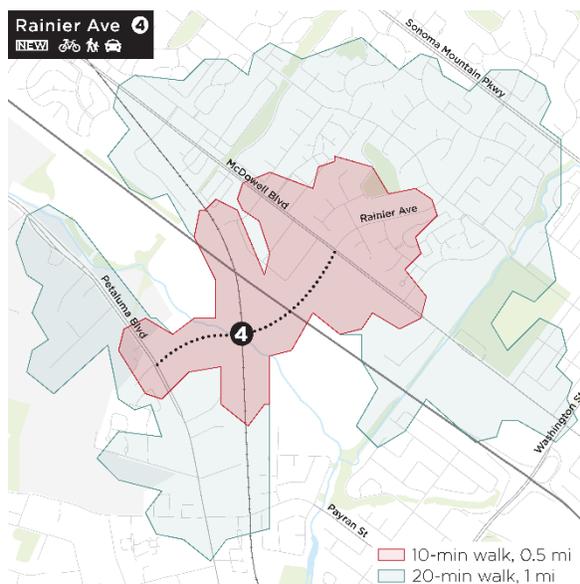


Figure 8 We prepared a connectivity analysis as part of our work on the Petaluma Active Transportation Plan

Task 2.4. Needs Assessment

Fehr & Peers will prepare a slide deck compiling maps and analysis from **Tasks 2.1 –2.3**. The slide deck will include key findings, identify issues and challenges, and highlight opportunities. This slide deck will set the foundation for developing projects and will be the basis of engagement materials for Ecology Action.

TASK DELIVERABLES

- Set of maps including LTS map, potential risk network map, and connectivity analysis maps
- Draft and Final Needs Assessment

Task 3. Infrastructure Recommendations and Prioritization

Task 3.1. Draft Infrastructure Project List (IN)

Fehr & Peers will develop a list of draft projects informed by the Needs Assessment (**Task 2**) and community engagement. We will include currently planned projects from the Local Coastal Program and pavement maintenance program. First, we will identify key pedestrian and bicycle corridors. We will identify infrastructure deficiencies and gaps compared to industry guidelines including NACTO Bikeway Guidelines and Caltrans DIB 94, and consistent with the Safe System Approach. Second, we will also identify any citywide improvements that would further support location specific recommendations.

Task 3.2. Draft Non-Infrastructure Project List (NI)

In addition to the infrastructure projects (**Task 3.1**), we will identify enhancements to existing programs and policies and/or recommendation to create new programs or policies in support of active transportation. These recommendations will be based on findings in **Task 2** and community input.

Task 3.3. Project Prioritization: Develop a Rating System

Fehr & Peers will develop a project scoring rubric for rating both infrastructure and non-infrastructure projects and programs identified in **Tasks 3.1** and **3.2**. The framework will consider project need based on findings from **Task 2** including safety risk, connectivity, populations addressed, and community feedback. We will also account for implementation considerations including alignment with city housing and land use goals, consistency with planned projects, feasibility, and deliverability. This framework will help ensure that future investments are data-driven, transparent, and aligned with City goals.

Project Prioritization

Safety risk: is this project located in an areas with many potential risk factors?

Connectivity: does this project enhance connectivity by closing network gaps?

Populations addressed: does this project address the needs of many population groups especially those in Capitola's equity areas?

Community feedback: does this project meet a key need expressed by the community?

Alignment with City housing and land use goals: does this project help advance the City's housing and land use goals by providing active transportation facilities in higher density areas?

Consistency with planned projects: does this project help advance the objectives of a nearby planned project?

Feasibility: is this project feasible accounting for coordination required, land availability, and geographic constraints?

Deliverability: is this project deliverable accounting for cost, timeline, political will?

Fehr & Peers will develop the prioritization framework in collaboration with the project team before applying it to the project list. The outcome will be a draft prioritized project list. The list will outline prioritized infrastructure and non-infrastructure investments, along with phasing and timing, output goals (actions within the City's control), potential funding options, and performance metrics to track progress. Each proposed action will identify the lead department, key partners, cost magnitude, and an implementation timeline. The list will be prioritized and organized by near-term, mid-term, and long-term projects and programs, providing a clear roadmap for implementation.

We will incorporate comments by City staff, key stakeholders, and the Technical Advisory Committees, into a final project list that will be included in the Plan. We have assumed 10 hours to respond to one set of consolidated non-conflicting comments on the draft list and prepare the final project list.

Task 3.4. Project Conceptual Illustrations

Fehr & Peers will work with the project team to identify two (2) key projects to prepare planning level conceptual illustration cutsheets. These figures will highlight key projects and concepts in the ATP. This can include road layouts and street renderings for a key corridor such as 41st Street, Monterey Avenue, or Capitola Avenue. These drawings can be used to lead future design discussions and apply for grant funding on the selected corridor as well as serve as a case study for other comparable streets in Capitola. We could also develop concepts or renderings for the Village downtown Capitola. These plans could help the City allocate space for all road users downtown and identify key connections to the Village.

TASK DELIVERABLES

- Draft Infrastructure and Non-Infrastructure Project List
- Draft and Final Prioritized Project List

Task 4. Plan Development

Task 4.1. Draft Active Transportation Plan

Fehr & Peers has budgeted 40 hours to support development of the draft Plan. We anticipate that most of Fehr & Peers' content will be developed as part of **Tasks 1–3**. This time is to support important sections of the Plan that build off of the previous tasks. We can provide support with the implementation chapter including phasing and funding options to provide a clear next steps guide for the City.

Optional Task 4.A. Attend Council Meeting

As an optional task, Fehr & Peers will prepare for and attend council meetings to support the plan adoption. We will coordinate with Ecology Action and the City to determine what level of support is needed or desired. This could include developing meeting materials and/or participation in meetings.

Optional Task 4.B. InDesign Report Template

As an optional task, Fehr & Peers can prepare a final InDesign Report. We can create the ATP to be highly customized, image rich, and written in a concise and clear style to ensure it is a user-friendly document. The ATP will be ADA compliant but include photos, infographics, and tables to convey key information.

TASK DELIVERABLES

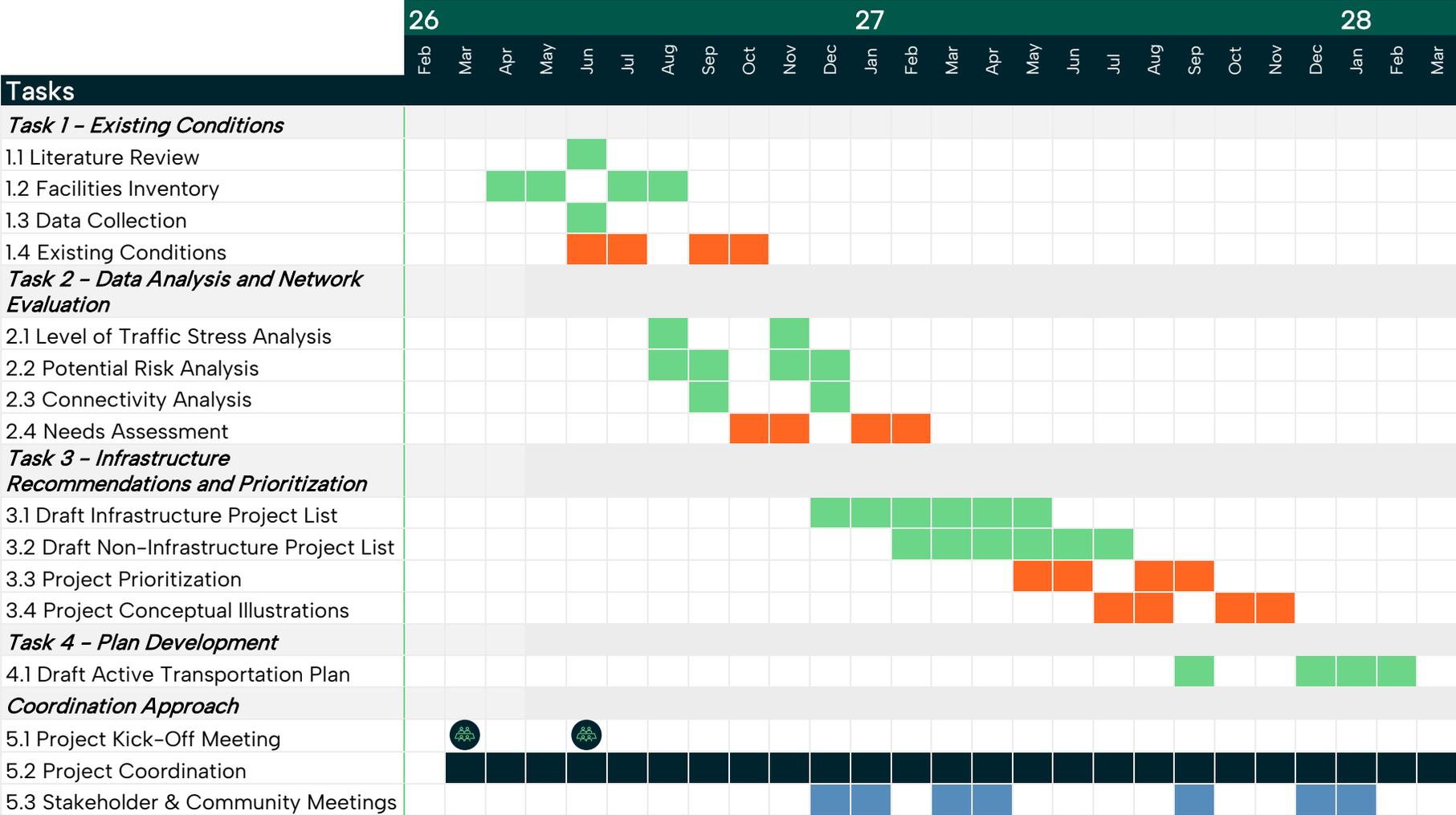
- Draft Active Transportation Plan content

Collaborating with Ecology Action

We have experience working with Ecology Action as a collaborator. We have delivered efforts in which Ecology Action's trusted community presence is complemented by our data-driven analysis, safety evaluation, and multimodal planning expertise. This partnership has allowed jurisdictions to receive community-supported recommendations rooted in both local lived experience and sound technical justification.

We recognize that Ecology Action and the City are experts in their communities. Our role is to amplify that knowledge by providing analytical tools, project development support, and clear pathways for funding and delivery. We will support this by supplying clear, accessible technical information that helps decisionmakers and community members understand tradeoffs and opportunities. Our teams work side-by-side to translate technical findings into meaningful choices for the community, ensuring that proposed improvements are feasible, equitable, and aligned with local priorities. This combined approach strengthens community trust and results in projects that are both technically grounded and strongly supported by the people they serve.

E. Schedule



F. Cost Proposal

Proposed Fee

Tasks	Fully Loaded Rate	Fehr & Peers (Prime)							Labor Hours	Direct Labor Costs	Direct Costs	Total
		Project Manager	Principal-in-Charge	Technical Lead	Engagement Lead	Planner/Engineer II	Graphics/GIS	Project Coordinator				
Task 1 – Existing Conditions		\$215	\$390	\$200	\$260	\$185	\$195	\$165				
1.1 Literature Review		6	2			8		2	18	\$3,900	\$200	\$4,100
1.2 Facilities Inventory		6	2	4		16	20	5	53	\$10,600	\$400	\$11,000
1.3 Data Collection		6	2	4		10		2	24	\$5,100	\$1,500	\$6,600
1.4 Existing Conditions		8	4			16		3	31	\$6,700	\$300	\$7,000
Task 2 – Data Analysis and Network Evaluation												
2.1 Level of Traffic Stress Analysis		10	4	4		20		4	42	\$8,900	\$400	\$9,300
2.2 Potential Risk Analysis		8	4	4		20		4	40	\$8,400	\$300	\$8,700
2.3 Connectivity Analysis		8	4	4		20		4	40	\$8,400	\$300	\$8,700
2.4 Needs Assessment		10	4			20	20	5	59	\$12,100	\$500	\$12,600
Task 3 – Infrastructure Recommendations and Prioritization												
3.1 Draft Infrastructure Project List		8	6	2		24		4	44	\$9,600	\$400	\$10,000
3.2 Draft Non-Infrastructure Project List		8	4	2		16		3	33	\$7,100	\$300	\$7,400
3.3 Project Prioritization: Develop a Rating System		16	6			24		5	51	\$11,000	\$400	\$11,400
3.4 Project Conceptual Illustrations		8	4	2		10	24	5	53	\$11,000	\$400	\$11,400
Task 4 – Plan Development												
4.1 Draft Active Transportation Plan		10	6			20		4	40	\$8,900	\$400	\$9,300
Coordination Approach												
5.1 Project Kick-Off Meeting		6	2			2		1	11	\$2,600	\$100	\$2,700
5.2 Project Coordination		24	12			20		6	62	\$14,500	\$600	\$15,100
5.3 Stakeholder and Community Meetings		10	8		8	8		3	37	\$9,300	\$400	\$9,700
Total for all Tasks		152	74	26	8	254	64	60	638	\$138,100	\$6,900	\$145,000

Assumptions and Exclusions

- Actual billing rate at the time of service may vary depending on the final staffing plan at the time the project starts; the overall fee will not be exceeded.
- Mileage is billed at the IRS rate plus 10% handling fee.
- All other direct and subconsultant expenses are billed with 10% handling fee.
- Other direct costs such as computer, communications, and reproduction charges are billed as a percentage of labor.
- Rates and staff are subject to change at any time, without notice, and within the total budget shown

APPENDIX TWO Fees and Payments

Consultant will provide invoices to the City for all services and expenses on a monthly basis. City will endeavor to pay all invoices within 30 days of receipt. The total amount billed by Consultant and paid by City pursuant to this agreement shall not exceed \$145,000 without written advance authorization from the City.

Consultant hereby represents and warrants, based upon Consultant's independent determination of the time and labor, including overtime, which will be required to perform said services, that Consultant will provide all said services at a cost which will not exceed the maximum price set forth in this agreement for Consultant's services. Consultant hereby assumes the risk that Consultant will perform said services within this maximum price constraint and Consultant acknowledges that its inability to do so shall not excuse completion of the services and shall not provide a basis for additional compensation.

Salary expenses include the actual direct pay of personnel assigned to the project (except for routine secretarial and account services) plus payroll taxes, insurance, sick leave, holidays, vacation, and other fringe benefits. The percentage of compensation attributable to salary expenses includes all of Consultant's indirect overhead costs and fees. For purposes of this Agreement, Consultant's salary expenses and non-salary expenses will be compensated at the rates set forth in the fee schedule attached to this appendix and in accordance with the terms set forth therein. Non-salary expenses include travel, meals and lodging while traveling, materials other than normal office supplies, reproduction and printing costs, equipment rental, computer services, service of subconsultants or subcontractors, and other identifiable job expenses. The use of Consultant's vehicles for travel shall be paid at the current Internal Revenue Service published mileage rate.

Salary payment for personnel time will be made at the rates set forth in the attached fee schedule for all time charged to the project. Normal payroll rates are for 40 hours per week. Consultant shall not charge the City for personnel overtime salary at rates higher than those set forth in the attached fee schedule without the City's prior written authorization.

In no event shall the total fee charged for the scope of work set forth in Appendix One exceed the total budget of \$145,000, without specific, written advance authorization from the City.

Payments shall be made monthly by the City, based on itemized invoices from the Consultant which list actual costs and expenses. Such payments shall be for the invoice amount. The monthly statements shall contain the following affidavit signed by a principal of the Consultant's firm:

"I hereby certify as principal of the firm of Fehr & Peers, that the charge of \$_____ as summarized above and shown in detail on the attachments is fair and reasonable, is in accordance with the terms of the Agreement dated March 12, 2026, and has not been previously paid."