

**AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN THE CITY OF SALINAS AND  
KIMLEY-HORN AND ASSOCIATES, INC. FOR THE  
WILLIAMS ROAD SAFE STREET CORRIDOR PROJECT**

This is Amendment number 1 dated December 6, 2024, to the agreement between City of Salinas ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated April 9, 2024 ("the Agreement") concerning Professional Services for the City of Salinas Williams Road Safe Street Corridor Project PA&ED (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth below. The Agreement is amended 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.

The amended agreement is needed to update the previously prepared Preliminary Environmental Study (PES) form to include elements in the John/Williams ATP project as requested by Caltrans. Accordingly, this amendment includes tasks to update the PES, Initial Study/Mitigated Negative Declaration (IS/MND), and associated technical reports needed to support those documents. These efforts are discussed in additional detail provided below.

**Consultant will perform the following services:**

**Task 1: Update Preliminary Environmental Study (PES) Form and Area of Potential Effects (APE) Map.**

Consultant will update the previously prepared PES Form and resubmit to the City and Caltrans for review with respect to added project elements from the John/Williams ATP project. The Consultant will continue to use the Caltrans-approved PES Form as the final work scope for the required NEPA compliance documentation.

As part of this task, the Consultant team will draft a revised Area of Potential Effects (APE) map for both Archaeology and Historic Architecture (as applicable) in coordination with the City and Caltrans. The revised APE map will be submitted to Caltrans Professionally Qualified Staff (PQS) for approval for use in the anticipated PQS-prepared Screened Undertaking.

**Task 2: Update the Initial Study/Mitigated Negative Declaration**

Consultant will update the IS/MND to include the added project elements from the John/Williams ATP project. Updates to the document will be in conformance with CEQA and the regulations, requirements, and procedures of the City and other responsible Public Agencies with jurisdiction by law. This task will continue to include the same document review plan as shown in the original agreement including preparation of the *Administrative Draft IS/MND*, *Screencheck Draft IS/MND*, *Public Review and*

*Distribution, Response to Comments, and preparation of the Final Environmental Document.*

### **Task 3: Technical Study Work Program**

Consultant will update the technical studies defined in the technical study work plan to include the added project elements from the John/Williams ATP project. Technical studies will be prepared to satisfy City and Caltrans' environmental requirements and be prepared in conformance with all previously discussed requirements Caltrans' Environmental Handbook, and the California Environmental Quality Act (CEQA). While we will update all technical reports as needed to support the environmental documents, due to the nature of the updated project elements and the percentage of the technical reports that have already been completed only the Air Quality Analysis, Natural Environmental Study, and Cultural Resources Study will have changes to cost. We also continue to anticipate, as previously discussed with the City, Caltrans will request additional study for hazards and hazardous materials, so no changes to that scope in that regard are presented at this time.

### **COMPENSATION**

For the services set forth above, Client shall pay Consultant the following compensation:

Task 1.2: Coordination & Meetings .....	\$1,600
Task 4.1: PES and APE map.....	\$5,800
Task 4.2: Technical Reports	--
Task 4.2.1: Air Quality Analysis.....	\$5,700
Task 4.2.4: Natural Environmental Study.....	\$3,800
Task: 4.2.5: Cultural Resources Study.....	\$14,700
Task 4.4: IS/MND.....	\$7,900
<b>TOTAL:</b>	<b>\$39,500</b>

Consultant will perform the additional Services in Task 4 for a total maximum fee not to exceed \$39,500 and total project fee of \$418,365. Labor fee will be billed on an percentage complete basis. Direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at 1.10 times cost. Five percent will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage.

Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Payment will be due within 30 days of your receipt of the invoice.



CLIENT:

CONSULTANT:

City of Salinas

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KIMLEY-HORN AND ASSOCIATES, INC.

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

A handwritten signature in black ink, appearing to read "Sean Houck".

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

Sean Houck, P.E.  
P.E. No. C59500

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