

**MONTEREY COUNTY RMA - PUBLIC WORKS
AMENDMENT NO.1 TO PROFESSIONAL SERVICES AGREEMENT NO. A-12164
WITH KIMLEY-HORN AND ASSOCIATES, INC.**

PROJECT BUDGET

KIMLEY-HORN AND ASSOCIATES, INC.

PSA A-12164:

Task 1: Countywide Fee Program Nexus Study	\$75,000	
Task 2: Agriculture and Winery Corridor Plan (AWCP) Impact Fee	\$27,000	
Task 3: Carmel Valley Transportation Improvement Program (CVTIP) Traffic Analysis and Fee Calculation	\$36,500	
Task 4: California Environmental Quality Act (CEQA) Environmental Review for the CVTIP	\$83,663	
Optional Tasks in 2A, 2B and 3A	<u>\$33,000</u>	
		\$255,163

AMENDMENT NO. 1 TO PSA:

Carmel Valley Road Corridor Study

Task 5: Data Collection	\$7,795	
Optional Tasks in 5.1A, 5A, 5B, 5C, 5D, and 5E	<u>\$89,295</u>	
		<u>\$97,090</u>

SUBTOTAL: **\$352,253**

DEPARTMENT OF PUBLIC WORKS STAFF: **\$125,000**

TOTAL: **\$477,253**

REVENUE

ROAD FUND: **\$477,253**

TOTAL: **\$477,253**

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
KIMLEY-HORN AND ASSOCIATES, INC.

THIS AMENDMENT NO. 1 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Kimley-Horn and Associates, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on January 10, 2012 (hereinafter, "Agreement"); and

WHEREAS, engineering services associated with the Countywide Fee Program Nexus Study; Agriculture and Winery Corridor Plan Impact Fee based on the recent adoption of the General Plan Update; Carmel Valley Transportation Improvement Program (CVTIP) Traffic Analysis and Fee Calculation; and California Environmental Quality Act (CEQA) Environmental Review for the CVTIP, have not been completed; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to include an additional task to analyze corridor improvements on Carmel Valley Road based on requests by residents of Carmel Valley and as desired by the County; and

WHEREAS, the Parties wish to amend the Agreement to extend the term to December 31, 2013 and to increase the amount by \$97,090.00 to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 1, "Services to be Provided", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A and A-1 in conformity with the terms of this Agreement. The services are generally described as follows: Provide engineering services associated with: 1) Countywide Fee Program Nexus Study; 2) Agriculture and Winery Corridor Plan Impact Fee based on the recent adoption of the General Plan Update; 3) Carmel Valley Transportation Improvement Program (CVTIP) Traffic Analysis and Fee Calculation; 4) California Environmental Quality Act (CEQA) Environmental Review for the CVTIP; and 5) Carmel Valley Road Corridor Study.

Amendment No. 1 to Professional Services Agreement
Kimley-Horn and Associates, Inc.
Traffic Impact Fee Programs
RMA - Department of Public Works
Term: December 13, 2011 - December 31, 2013
Not to Exceed: \$352,253

2. Amend Paragraph 2, "Payments by County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A and A-1**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$352,253.00.

3. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from December 13, 2011 to December 31, 2013, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-1, Scope of Services/Payment Provisions".

5. All other terms and conditions of the Agreement remain unchanged and in full force.

6. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 1 to Professional Services Agreement
Kimley-Horn and Associates, Inc.
Traffic Impact Fee Programs
RMA – Department of Public Works
Term: December 13, 2011 – December 31, 2013
Not to Exceed: \$352,253

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Kimley-Horn and Associates, Inc.
Contractor's Business Name

Date: _____

By: [Signature]
(Signature of Chair, President or Vice President)

Its: JAMES E. WES.
(Print Name and Title)

Date: 11.19.2012

**Approved as to Form and Legality
Office of the County Counsel**

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

By: Cynthia P. Dawson
Deputy County Counsel

Its: Asst. Secretary
James M. Daisa
(Print Name and Title)

Date: 11-26^{cor}-12

Date: 11/19/2012

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 11-20-12

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Amendment No. 1 to Professional Services Agreement
Kimley-Horn and Associates, Inc.
Traffic Impact Fee Programs
RMA - Department of Public Works
Term: December 13, 2011 - December 31, 2013
Not to Exceed: \$352,253

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

CONTRACTOR*

By: [Signature]
Contracts/Purchasing Officer

Kimley-Horn and Associates, Inc.
Contractor's Business Name

Date: 1-8-13

By: [Signature]
(Signature of Chair, President or Vice President)
Its: JAMES F. WES.
VICE PRESIDENT
(Print Name and Title)

Date: 11-19-2012

Approved as to Form and Legality
Office of the County Counsel

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)
Its: James M. Daisa
Asst. Secretary
(Print Name and Title)

By: [Signature]
Deputy County Counsel

Date: 11-28-12

Date: 11/19/2012

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 11-20-12

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

JAN 07 2013

Amendment No. 1 to Professional Services Agreement
Kimley-Horn and Associates, Inc.
Traffic Impact Fee Programs
RMA - Department of Public Works
Term: December 13, 2011 - December 31, 2013
Not to Exceed: \$352,253

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS



Kimley-Horn
and Associates, Inc.

Task 5: Carmel Valley Road Corridor Study

Amend Kimley-Horn and Associates (KHA) contract for Countywide Nexus Fee Study/Carmel Valley Transportation Improvement Program (CVTIP)/Agriculture and Winery Corridor Plan (AWCP) Fee Study, to add an additional task, Task 5, to analyze corridor improvements on Carmel Valley Road.

Project Understanding:

Based on requests by Carmel Valley residents, the County of Monterey wishes to analyze roadway operations along Carmel Valley Road. The analysis will consider the most constrained portion of the roadway, extending from Rancho San Carlos Road to Laureles Grade. An operations analysis of the existing roadway will be performed to identify opportunities for operational improvements. This operations analysis will consider roadway capacity, roadway volumes, accident history, truck flows, and multi-modal activity. Potential improvements along the study area will be identified. Improvements to be considered may include roundabouts, turn lanes, passing lanes and shoulder improvements. Conceptual horizontal layouts and opinions of probable cost will be prepared.

Tasks to be Completed:

Task 5.1: Data Collection

Task 5.1.1: Perform Traffic Counts

Intersection turning movement counts will be performed at up to seven (7) intersections on a single weekday between the hours of 7 and 9 a.m. and 2 and 6 p.m. Pedestrian and bicycle counts will be collected during these times as well.

Directional roadway segment counts will be performed at up to one (1) roadway segment for a seven-day period.

Deliverable: Raw count data – pdf format only.

Task 5.1.2: Obtain Accident History

The County of Monterey will provide collision data for the study area for a recent 5-year period. The collision data will include the type of incident, extent of resulting injury, date, time of day, and the location.

Task 5.1.3: Observations of Corridor Operations

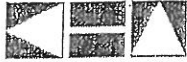
KHA will perform one site visit to the corridor to observe various corridor operations, including public transit service, truck traffic frequency and effects on circulation, and bicycle and pedestrian activity.

Task 5.1.4: Review of Available Data

County staff will provide, and KHA will review, previous studies and planned projects within the study corridor. This review will include both CIP projects and private developer projects.

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EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS



Kimley-Horn
and Associates, Inc.

KHA, with the support of County staff where needed, will coordinate with Monterey-Salinas Transit to obtain transit ridership estimates for the study area.

Total Cost for Task 5.1: \$7,795

Optional Task 5.1.A: Additional Traffic Count Data

Roadway traffic count data indicating vehicle type would be collected at various points along the corridor. This would allow calculation of truck percentages at various locations, providing further calibration of analysis models and understanding of truck flows. Should this information be deemed necessary, seven-day (7) directional vehicle classification counts be collected at each of the four roadway study segments.

Total Cost of Optional Task 5.1A: \$1,850

Total Cost for Task 5.1, Including Optional Task: \$9,645

Task 5.2: Existing Conditions Analysis

Two options are presented for the completion of this task. One option is to use traditional analysis tools including Synchro and HCS. The second option is to develop a micro-simulation model using the VISSIM software package. Option one may provide relatively less sensitivity when evaluating the effects of operational improvements. KHA will perform either Task 5.2A or 5.2B, as to be determined by the County.

Task 5.2A: Existing Conditions Analysis Using Synchro/HCS

Task 5.2A.1: Intersection Analysis

Using the Synchro software package, the following seven (7) study area intersections will be analyzed under existing AM and PM peak hour traffic conditions:

1. Carmel Valley Rd./Canada Way
2. Carmel Valley Rd./Brookdale Drive
3. Carmel Valley Rd./Valley Greens Drive/Canada De La Segunda
4. Carmel Valley Rd./Tierra Grande Drive
5. Carmel Valley Rd./Dorris Drive
6. Carmel Valley Rd./Robinson Canyon Road (westbound to southbound movement)
7. Carmel Valley Rd./Laureles Grade Road

As the Carmel Valley Rd./Robinson Canyon Rd. intersection only has one conflicting movement, the remainder of movements will need to be analyzed using a merge analysis. The HCS software package will be used to perform a merge analysis for the northbound to westbound movement and the northbound to eastbound movement.

Task 5.2A.2: Roadway Segment Analysis

Using the Highway Capacity Manual (HCM) two-lane highway methodology and the HCS software package, roadway segment analysis will be performed on the following four (4) roadway segments:

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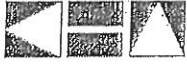


EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Kimley-Horn
and Associates, Inc.

1. Carmel Valley Rd. between Rancho San Carlos Road and Valley Greens Drive
2. Carmel Valley Rd. between Valley Greens Drive and Tierra Grande Drive
3. Carmel Valley Rd. between Tierra Grande Drive and Robinson Canyon Road
4. Carmel Valley Rd. between Robinson Canyon Road and Laureles Grade Road

The analysis methodology and inputs will be agreed to with County staff prior to the start of any analysis. Any subsequent modifications to the methodology or inputs will be considered an additional service.

Task 5.2A.3: Accident History Analysis

KHA will summarize the County-provided accident data in a table and figure, depicting frequency of accident severity and location.

Task 5.2A.4: Existing Conditions Report

KHA will prepare an existing conditions report, including results of the intersection and roadway segment analysis, and the accident history analysis. KHA will also include a summary of corridor observations completed in Task 5.1.3. Corridor deficiencies will be identified.

Deliverables: Draft Existing Conditions Report. Four hard copies and one PDF copy to be provided for County review.

Final Existing Conditions Report. Four hard copies and one PDF copy to be provided for County use.

Total Cost for Task 5.2A: \$6,400

Task 5.2B: Existing Conditions Analysis Using VISSIM

Task 5.2B.1: Additional Data Collection

In order to develop a more comprehensive and representative model of the corridor, intersection turning movement counts (with the same time period and data as identified in Task 5.1.1) will be collected at up to five (5) additional intersections. These additional intersections include:

8. Carmel Valley Rd./Rancho San Carlos Rd.
9. Carmel Valley Rd./Schulte Rd.
10. Carmel Valley Rd./Carmel Valley Manor Rd.
11. Carmel Valley Rd./Berwick Dr.
12. Carmel Valley Rd./Rancho Fiesta Rd.

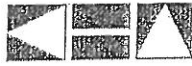
The locations are noted in Attachment.

In addition, up to four travel time runs in each direction, in each peak hour, will be performed on a typical weekday. The travel time runs will be utilized to calibrate average speeds in the VISSIM model.

Deliverable: Raw count data – pdf format only.

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EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS



Kimley-Horn
and Associates, Inc.

Task 5.2B.2: Model Development

A VISSIM model will be developed for the study area for each of the a.m. and p.m. peak hours. Only those study intersections identified in Task 5.2A.1, and the additional intersections identified in Task 5.2B.1 will be included in the model. "Dummy" driveway nodes will be included in the model to balance vehicle volumes between study intersections. Bicycle and pedestrian volumes will be incorporated into the model at the study intersections. Truck traffic percentages will be incorporated into the model as well, based on visual observations, or Task 5.1.A if authorized. Existing transit service will be integrated, if appropriate.

The VISSIM model will be calibrated strictly from intersection turning movement volumes collected in Task 5.2A.1 and Task 5.2B.1, the travel time runs performed in Task 5.2B.1 and visual observations of the corridor performed in Task 5.1.3.

At a project meeting, the model will be shown to the County for review and comment. Up to five (5) hours of revisions to the model following this meeting are assumed in this scope.

Deliverable: Visual presentation of the draft VISSIM model.

Task 5.2B.3: Model Analysis

The VISSIM model will be run to obtain existing operations metrics. The model will be run five (5) times for each peak hour, and the metrics will be obtained by averaging the results of the five runs. These metrics include intersection delay and queuing at the study intersections (identified in Task 5.2A.1), travel time through the study area, and average vehicle speed at the four study segments (identified in Task 5.2A.2).

Based on the VISSIM delay outputs and HCM level of service tables, intersection level of service will be calculated for each of the study intersections. If a Class II designation is utilized for Carmel Valley Road, roadway level of service cannot be calculated from VISSIM. However, metrics such as travel speed, delay and travel time will be provided.

Task 5.2B.4: Accident History Analysis

KHA will summarize the County-provided accident data in a table and figure, depicting frequency of accident severity and location.

Task 5.2B.5: Existing Conditions Report

KHA will prepare an existing conditions report, including results of the intersection and roadway segment analysis in VISSIM, and the accident history analysis. KHA will also include a summary of corridor observations completed in Task 5.1.3. Corridor deficiencies will be identified.

Deliverables: Draft Existing Conditions Report. Four hard copies and one PDF copy to be provided for County review.

Final Existing Conditions Report. Four hard copies and one PDF copy to be provided for County use.

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EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS



Kimley-Horn
and Associates, Inc.

Task 5.2B.6: Creation of Corridor Simulation Videos

The VISSIM model prepared in Task 5.2B.2 will be used to create simulation videos of corridor operations. Based on input by County staff, KHA will establish camera views and create one .avi format video of each the a.m. and p.m. peak hours. This will be provided to County staff for use in internal or public meetings.

Deliverable: Two .avi videos created from VISSIM. One round of revisions to the videos, including video length and camera angles is assumed.

Total Cost for Task 5.2B: \$13,380

Task 5.3: Development of Improvement Concepts

Task 5.3.1: Identification of Potential Improvements

Using the data collected in Task 5.1 and the analysis performed in Task 5.2, KHA will develop a preliminary list of potential corridor improvements. Up to fifteen (15) improvement alternatives will be developed. An improvement alternative is defined as a set of improvements at a single intersection or along a single roadway segment. Multiple improvement alternatives may be developed for each study intersection or roadway segment, with the total of improvement alternatives not to exceed 15.

County staff to provide geo-referenced right-of-way data in GIS or CAD. County to provide topographic data (if available) in GIS or CAD. County to provide high-quality geo-referenced aerial imagery.

Deliverable: KHA to provide a matrix listing up to fifteen (15) improvement alternatives for County review. The matrix will include qualitative descriptions of the improvements, and identify anticipated improvement benefits and potential site constraints determined from field observations.

Task 5.3.2: Layout of Potential Improvements

Upon County review of the improvement list compiled in Task 5.3.1, KHA will prepare conceptual layouts for up to ten (10) improvement concepts. The conceptual layouts will be prepared in AutoCAD and presented as 11x17-sized graphic exhibits. The layouts will be developed based on right-of-way and topographic (if any available) data provided by the County. They will not be based on any evaluation of underground utilities, and will be conceptual in nature only.

For any proposed roundabout improvements, AutoTurn analysis to examine truck turning paths will be performed for up to two (2) different truck types and one fire response vehicle.

The layouts and AutoTurn exhibits will be provided to the County for review and comment. One round of revisions to the layouts is assumed.

Deliverable: KHA to provide up to ten (10) draft conceptual layouts for intersection or roadway improvements. KHA will make one round of revisions and provide up to ten (10) revised conceptual layouts.

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EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS



Kimley-Horn
and Associates, Inc.

Task 5.3.3: Opinions of Probable Cost

Upon completion of Task 5.3.2, KHA to prepare Opinions of Probable Construction Cost (OPCC) for up to ten (10) improvement alternatives. The OPCC will be based on unit costs developed in conjunction with County staff. It is assumed that the unit costs will match those recently utilized for the Countywide Traffic Impact Nexus Study, unless alternative unit costs are provided by County staff. The OPCC will include quantities, unit costs, right-of-way acquisition and contingency.

The OPCC will be provided to the County for review and comment. One round of revisions to the OPCC is assumed.

Total Cost for Task 5.3: \$22,220

Task 5.4: Analysis of Improved Scenario

Upon completion of Task 5.3.1, the up to fifteen (15) proposed improvements will be analyzed to determine their effect on the existing roadway environment. It is assumed that Task 5.4 may proceed simultaneous with, or prior to, Task 5.3.2 in order to assist with identification of the preferred concepts to be further considered.

Similar to Task 5.2, Task 5.4 can be completed using two different analysis approaches, presented as Tasks 5.4A and 5.4B. This scope assumes the same methodology will be selected for both the analysis of existing conditions and the analysis of the improved scenario (i.e. Task 5.4A would only follow Task 5.2A and Task 5.4B would only follow Task 5.2B).

Task 5.4A: Analysis of Improved Scenario Using Synchro/HCS/SIDRA

Task 5.4A.1: Intersection Analysis

Using the Synchro software package, the seven (7) study area intersections identified in Task 5.2A.1 will be analyzed under existing plus improvements traffic conditions for the AM and PM peak hours. Merge movements noted in Task 5.2A.1, if maintained in the improved scenario, will be analyzed using the HCS software package. Any intersection improvements that include roundabouts will be analyzed using the SIDRA software package. Each improvement alternative will be analyzed in isolation.

Task 5.4A.2: Roadway Segment Analysis

Where an improvement alternative would modify the findings of the roadway segment analysis (such as roadway widening, mid-segment two-way left-turn lane modifications, or volume changes), the existing improved roadway segment level of service will be calculated using the HCM two-lane highway methodology and the HCS software package.

Total Cost for Task 5.4A: \$6,000

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EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS



Kimley-Horn
and Associates, Inc.

Task 5.4B: Analysis of Improved Scenario Using VISSIM

Up to two improved VISSIM models will be prepared incorporating various combinations of improvements. County staff will indicate what combinations of improvements should be analyzed in each model.

Task 5.4B.1: Model Development

The proposed improvements, identified in Task 5.3.1, will be incorporated into the VISSIM model. This includes any potential roundabout improvements.

At a project meeting, the improved model will be shown to the County for review and comment. Up to five (5) hours of revisions to the model following this meeting are assumed in this scope.

Deliverable: Visual presentation of the draft VISSIM model.

Task 5.4B.2: Model Analysis

The VISSIM model will be run to obtain improvement scenario operations metrics. The model will be run five (5) times for each peak hour, and the metrics will be obtained by averaging the results of the five runs. These metrics include intersection delay and queuing at the study intersections (identified in Task 5.2A.1), travel time through the study area, and average vehicle speed at the four study segments (identified in Task 5.2A.2).

Based on the VISSIM delay outputs and HCM level of service tables, intersection level of service will be calculated for each of the study intersections. Depending on the methodology, as noted in Task 5.2B.3, roadway segment level of service will be calculated.

Task 5.4A.3: Creation of Corridor Simulation Videos

The VISSIM model prepared in Task 5.4B.1 will be used to create simulation videos of corridor operations. The same camera views as established in Task 5.2B.6 will be used to create one .avi format video of each the a.m. and p.m. peak hours. This will be provided to County staff for use in internal or public meetings.

Deliverable: Two .avi videos created from VISSIM.

Total Cost for Task 5.4B: \$7,540

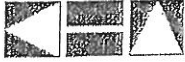
Task 5.5: Final Report

Task 5.5.1: Final Corridor Study Report

KHA will prepare final corridor study report. The report will include the existing conditions analysis, the proposed improvement measures, and projected roadway conditions with implementation of the proposed improvement measures. It will also include conceptual layouts, as 11x17 graphics, and OPCC.

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EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS



Kimley-Horn
and Associates, Inc.

Justifications for the proposed improvement measures, including on multi-modal corridor operations, will be included.

Deliverables: Draft Corridor Study Report. Four hard copies and one PDF copy to be provided for County review.

Final Corridor Study Report. Four hard copies and one PDF copy to be provided for County use.

Total Cost for Task 5.5: \$6,285

Task 5.6: Meetings

Up to five (5) internal project meetings are assumed as part of this scope. Additional meetings, or meetings with stakeholders or committees, are not included in this task.

Total Cost for Task 5.6: \$6,650

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS



Kimley-Horn
and Associates, Inc.

Additional Optional Tasks:

Estimates for the following tasks were requested by County staff. These elements, if selected, will serve to enhance the corridor study, or to update the CVTIP to ensure consistency.

Task 5.A: Year 2030 Analysis – using Synchro/HCS/SIDRA

Task 5.A.1: Obtain Year 2030 Volumes

Using the travel demand forecast models previously developed as part of Countywide Fee Program Nexus Study project and the Carmel Valley Master Plan Traffic Improvement Program model developed in 2007, Year 2030 forecast volumes will be prepared for each study intersection and study roadway segment (as identified in Tasks 5.2A.1 and 5.2A.2). The methodology will be identical to that used to develop forecast year 2030 Carmel Valley Transportation Improvement Program (CVTIP) volumes as part of Task 3: CVTIP Traffic Analysis and Fee Calculation. Note that should Task 5.D be authorized prior to start of work on Task 5.A, the resulting model run would replace the Countywide Fee Program Nexus Study model as a source model for this task.

Task 5.A.2: Perform Year 2030 Baseline Analysis

Using the same process identified in Tasks 5.2A.1 and 5.2A.2, intersection and roadway analyses will be performed for a 2030 horizon year without improvements, based on volumes obtained in Task 5.A.1.

Task 5.A.3: Perform Year 2030 with Improvement Analysis

Using the same process identified in Tasks 5.4A.1 and 5.4A.2, intersection and roadway analyses will be performed for a 2030 horizon year with improvements, based on volumes obtained in Task 5.A.1.

Task 5.A.4: Incorporate into Final Corridor Report

The 2030 analysis performed under this task will be incorporated into the draft and final Corridor Study Report.

Total Cost for Task 5.A: \$6,280

Task 5.B: Year 2030 Analysis – using VISSIM

Task 5.B.1: Obtain Year 2030 Volumes

Using the travel demand forecast models previously developed as part of Countywide Fee Program Nexus Study project and the Carmel Valley Master Plan Traffic Improvement Program model developed in 2007, Year 2030 forecast volumes will be prepared for each study intersection and study roadway segment (as identified in Tasks 5.2A.1 and 5.2A.2), as well as the additional intersections identified in Task 5.2B.1. The methodology will be identical to that used to develop forecast year 2030 Carmel Valley Transportation Improvement Program (CVTIP) volumes as part of Task 3: CVTIP Traffic Analysis and Fee Calculation.

11/14/2012

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS



Kimley-Horn
and Associates, Inc.

Note that should Task 5.D be authorized prior to start of work on Task 5.B, the resulting model run would replace the Countywide Fee Program Nexus Study model as a source model for this task.

Task 5.B.2: Perform Year 2030 Baseline Analysis

The VISSIM model prepared in Task 5.2B.2 will be modified to incorporate Year 2030 projected traffic volumes. Performance metrics, as identified in Task 5.2B.3, will be obtained from the model.

Task 5.B.3: Perform Year 2030 with Improvement Analysis

The VISSIM model prepared in Task 5.4B.1 will be modified to incorporate Year 2030 background traffic volumes determined in Task 5.B.1. Performance metrics, as identified in Task 5.4B.2, will be obtained from the model.

Task 5.B.4: Provide VISSIM Videos

Videos from the VISSIM model will be prepared and provided for County review and use of Year 2030 background and with improvements conditions.

Deliverable: Up to four .avi videos created from VISSIM.

Task 5.B.5: Incorporate into Final Corridor Report

The 2030 analysis performed under this task will be incorporated into the draft and final Corridor Study Report.

Total Cost for Task 5.B: \$9,260

Task 5.C: Update CVTIP Roadway Segment Analysis based on new Methodology or Volumes

Task 5.C.1: Update CVTIP Existing Conditions Roadway Segment Analysis

The CVTIP analysis performed by KHA as part of the CVTIP study authorized in December 2011 will be updated to incorporate 2012 Carmel Valley Road counts performed by the County. This task does not assume KHA will be responsible for any traffic data collection – all information to be provided by County. The existing conditions analysis may also reflect a different analysis methodology than that utilized in the performance of the prior CVTIP scope. The methodology will be agreed to with County staff prior to the initiation of this task. This scope assumes that only one methodology will be utilized for analysis.

Task 5.C.2: Update CVTIP Horizon Year 2030 Conditions Roadway Segment Analysis

The CVTIP analysis performed by KHA as part of the CVTIP study authorized in December 2011 will be updated to reflect one of, or both of the following conditions:

- Revised analysis methodology
- Modified land use forecast or otherwise modified forecast year volumes

11/14/2012

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS



Kimley-Horn
and Associates, Inc.

The methodology utilized in Task 5.C.1 will be also utilized for this task.

Total Cost for Task 5.C: \$3,200

Task 5.D: Modifications to Travel Demand Forecast Model

Task 5.D.1: Understand Land Use Modifications

Meet with County staff to understand any changes to land use required to be incorporated into the travel demand forecast model. It is assumed that the Monterey County General Plan model (as modified by the Countywide Fee Program Nexus Study) will be the base model used for this project. KHA will update the land use inputs in the model and provide resulting land use tables by TAZ for confirmation by County staff.

Deliverable: Land use tables by TAZ for updated model.

Task 5.D.2: Run Updated Travel Demand Forecast Model

KHA will run the updated model to obtain trip generation, trip assignments, and resulting roadway volumes. KHA will use the model outputs to prepare revised Year 2030 forecast volumes for CVTIP study intersections and roadway segments. The forecast volumes will be calibrated based on Year 2012 roadway segment count data to be provided by the County.

Total Cost for Task 5.D: \$8,910

Task 5.E: Additional Meetings or Presentations of Carmel Valley Road Corridor Study

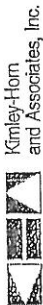
Meetings to discuss or present the Carmel Valley Road Corridor Study, exclusive of those identified in Task 5.6, will be performed on a time and materials basis, according to the hourly rates identified in Hours and Cost Breakdown by Task. The cost to attend these meetings cannot be estimated at this time, although it is proposed that up to \$10,000 be allocated for this task. This task will not be utilized unless specifically authorized by County staff. KHA will inform County staff if the proposed budget for this task is nearing depletion.

Total Cost for Task 5.E: \$10,000

Total Cost for All Tasks, with Task 5.2A, Task 5.4A, and Task 5.A Selected (Synchro/HCS/SIDRA track): \$85,590

Total Cost for All Tasks, with Task 5.2B, Task 5.4B, and Task 5.B Selected (VISSIM track): \$97,090

11/14/2012



Kimley-Horn
and Associates, Inc.

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS


Monterey County TIF/CVTIP/AWCP Additional Effort - Hours and Cost Breakdown by Task

Classification	Role	Hourly Rate	P8 Principal	P6 Engineer	P5 Project Manager/ Engineer	D8 Designer	P4 Analysis/ Modeling	P3 Analyst	P2 Analyst	Accounting	Admin/ Support	Total Hours	Labor Cost	Expenses	Total Cost
Carmel Valley Road Corridor Study (Task 5)															
5.1	Data Collection				12		12		5	3		32	\$4,040	\$3,755	\$7,795
5.1A	Optional - Additional Traffic Count Data			2			2					4	\$540	\$1,310	\$1,850
5.2	Existing Conditions - Synchro/HCS			10			24		18	2		54	\$6,100	\$500	\$6,600
OR															
5.2B	Existing Conditions - VISSIM			18			18		16	2		54	\$10,980	\$2,400	\$13,380
5.3	Development of Improvement Concepts		8	25	20	50	10	30		2		145	\$21,120	\$1,100	\$22,220
5.4	Analysis of Improved Scenario - Synchro/HCS/SIDRA				10		20					30	\$5,700	\$500	\$6,200
OR															
5.4B	Analysis of Improved Scenario - VISSIM				10		32		4	2		48	\$7,440	\$400	\$7,840
5.5	Final Report		4		10		20		6	2	5	47	\$5,985	\$300	\$6,285
5.6	Meetings				15		10					25	\$5,550	\$1,100	\$6,650
Other Optional Tasks															
5.7	2010 Analysis - Synchro/SIDRA/HCS		2		10		30		4			46	\$5,980	\$500	\$6,480
OR															
5.7B	2010 Analysis - VISSIM				10		54					74	\$8,860	\$400	\$9,260
5.C	Update CVTIP Analysis Methodology			4			20					24	\$3,000	\$200	\$3,200
5.D	Modeling Demand Forecasts - Model Demand Forecasts						30					30	\$8,510	\$400	\$8,910
5.E	Additional Meetings		16		28		5					49	\$8,640	\$1,360	\$10,000
Total - Synchro/HCS/SIDRA Track			44	34	146	50	183	30	27	13	5	532	\$75,165	\$10,425	\$85,590
Total - VISSIM Track			44	34	154	50	243	30	35	13	5	608	\$84,365	\$12,725	\$97,090

Optional services described in Exhibit A-1 – Scope of Services/Payment Provisions of the Agreement shall not be provided unless authorized in writing by the County's Project Manager prior to optional services being provided.

In addition, prior to performing services where there is an option of either using traditional analysis tools including Synchro and HCS or utilizing the development of a micro-simulation model using the VISSIM software package, Kimley-Horn and Associates, Inc. will seek written approval by the County's Project Manager to determine which of the options are appropriate.

11/14/2012



 (Contractor's Initials) 11-19-2012 (Date)

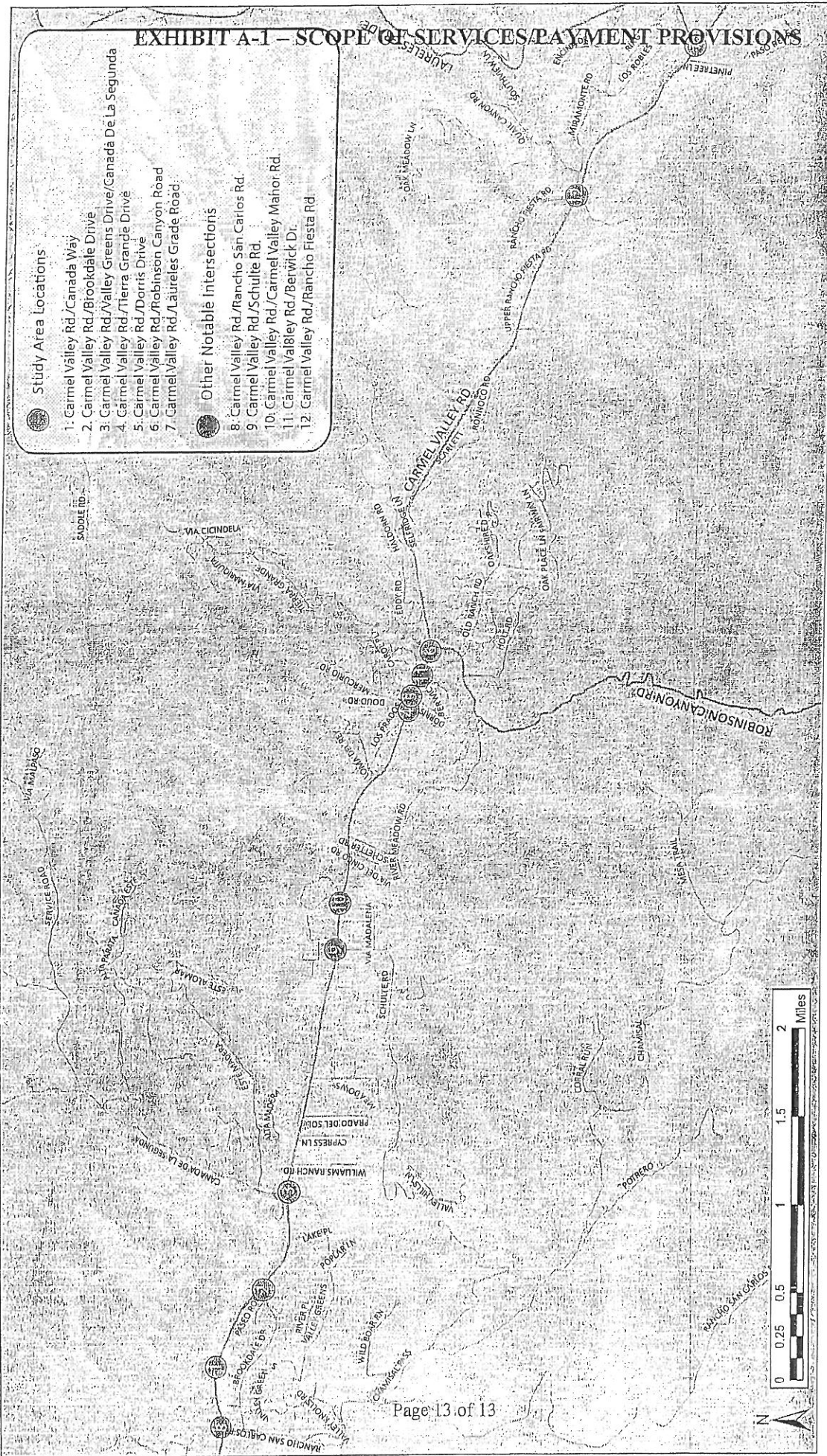
EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Study Area Locations

1. Carmel Valley Rd./Canada Way
2. Carmel Valley Rd./Brookdale Drive
3. Carmel Valley Rd./Valley Greens Drive/Canada De La Segunda
4. Carmel Valley Rd./Tierra Grande Drive
5. Carmel Valley Rd./Dorris Drive
6. Carmel Valley Rd./Robinson Canyon Road
7. Carmel Valley Rd./Laureles Grade Road

Other Notable Intersections

8. Carmel Valley Rd./Rancho San Carlos Rd.
9. Carmel Valley Rd./Schulte Rd.
10. Carmel Valley Rd./Carmel Valley Manor Rd.
11. Carmel Valley Rd./Berwick Dr.
12. Carmel Valley Rd./Rancho Fiesta Rd.



**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS
(MORE THAN \$100,000)***

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Kimley-Horn and Associates, Inc.
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows:
Provide engineering services associated with: 1) Countywide Fee Program Nexus Study; 2) Agriculture and Winery Corridor Plan Impact Fee based on the recent adoption of the General Plan Update; 3) Carmel Valley Transportation Improvement Program (CVTIP) Traffic Analysis and Fee Calculation; and 4) CEQA,

Environmental Review for the CVTIP
2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 255,163.

3. **TERM OF AGREEMENT.** The term of this Agreement is from December 13, 2011 to June 30, 2013, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

*Approved by County Board of Supervisors on _____

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause, effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims:
CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

8.03 Indemnification for All Other Claims or Loss:
For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

9.0 INSURANCE

9.01 Evidence of Coverage:

Prior to commencement of this Agreement the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Modification (Justification attached; subject to approval).

9.04 Other Insurance Requirements

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed

operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY

10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.
11. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
13. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

14. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Dalia Mariscal-Martinez, Management Analyst II	David K. Sorenson, Senior Vice President
Name and Title	Name and Title
County of Monterey Resource Management Agency 168 W. Alisal Street, 2nd Floor Salinas, CA 93901	Kimley-Horn and Associates, Inc. 401 B Street, Suite 600 San Diego, CA 92101
Address	Address
831-755-8966	619-744-0105
Phone	Phone

15. MISCELLANEOUS PROVISIONS.

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space is left blank, intentionally.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: [Signature]
Purchasing Manager
Date: JAN 10 2012

Kimley-Horn and Associates, Inc.
Contractor's Business Name*

By: _____
Department Head (if applicable)
Date: _____

By: [Signature]
(Signature of Chair, President, or Vice-President)*

By: _____
Board of Supervisors (if applicable)
Date: _____

Donna Landahl, Vice President
Name and Title
Date: 12/2/2011

Approved as to Form¹
By: [Signature]
County Counsel
Date: 12/2/11

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
David Sorenson, Asst. Secretary
Name and Title
Date: 12/2/2011

Approved as to Fiscal Provisions²
By: [Signature]
Auditor/Controller
Date: 12-5-11

Approved as to Liability Provisions³
By: _____
Risk Management
Date: _____

ENTERED
JAN 10 2012
ccc

County Board of Supervisors' Agreement Number: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required for all Professional Service Agreements over \$100,000
²Approval by Auditor/Controller is required for all Professional Service Agreements
³Approval by Risk Management is required only if changes are made in paragraph 8 or 9

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS



Kimley-Horn
and Associates, Inc.

MVA 3000 * 258

Task 1: Countywide Fee Program Nexus Study

Kimley-Horn and Associates to prepare Nexus Study and calculation of fees.

Task 1.1: Conduct Deficiency Analysis

Review the deficiency analysis provided to the County on 10/31/11 with County staff. Modify the analysis if needed based on County feedback.

A table showing roadway deficiencies on the Existing and 2030 No-Build Network will be prepared. A roadway will be considered deficient if it operates at LOS E or worse.

Deliverable: List of deficient segments – pdf format only.

Task 1.2: Identify Fee Program Projects

Based on the deficiencies identified in Task 1.1, a revised list of proposed projects to be included in the fee program will be prepared. Kimley-Horn will work closely with County staff to identify the projects that should be included in the fee program based on this analysis. It is assumed that the projects previously developed as part of the initial fee program effort or the previous Draft CVTIP are still valid for inclusion in the fee program.

Deliverable: List of proposed fee program projects – pdf format only.

Task 1.3: Update Project Cost Estimates

KHA will work with County staff to develop construction cost estimates for the transportation improvement projects selected to be included in the fee in Task 1.2. KHA will develop planning estimates based on a general description of the improvement project and identified extents. Cost estimates for projects included in the previous Countywide fee program will be re-examined and unit costs revised where appropriate. Cost estimates for newly identified roadway projects will be based on a template estimating methodology that includes typical cross-sectional elements and conventional markups (e.g., planning and engineering, program management, contingencies, etc). Previously assumed unit costs will be reviewed to ensure that current construction costs are utilized for each cost estimate. Cost estimates will be prepared for new projects and revised cost estimates would be prepared where needed for projects that had previously been identified for inclusion in the fee program. Initial improvement cost estimates will be submitted to County staff for approval. It is assumed that new estimates will be prepared for up to eight (8) additional projects.

Task 1.4: Select Link Analysis

Each new project added to the fee program will be incorporated into the previous Build roadway network within the AMBAG model. Using this Build roadway network, the model will be run to determine the resulting level of service with Horizon Year land uses on the study area roadway network with the fee program projects. These results will be tabulated.

For all projects identified to be included in the fee program, KHA will conduct two "select link" analyses to identify the origin and destination of each trip traversing a segment incorporated in an improvement

11/28/2011

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS



Kimley-Horn
and Associates, Inc.

project. One select link analysis will utilize the Build network with 2000 land uses and the other will utilize the Build network with 2030 land uses.

The trips will be categorized using a five zone fee benefit zone structure. The zones will represent the four zones originally identified for the previous Countywide fee study (matching the TAMC fee), plus one for the Carmel Valley Master Plan area. Should the County desire a different fee structure, the County will provide GIS shapefiles indicating the preferred benefit zone structure prior to the start of Task 6. This task assumes analysis of only one benefit zone structure.

For each select link analysis, KHA will compute the proportion of trips from each of the benefit zones, as well as from outside of the County. The result of this task will be a consolidated matrix of trips showing the trip interchange between zones and external travel.

The distribution of trip ends among benefit zones will be calculated as previously prepared in the Countywide fee program study.

Task 1.5: Address Existing Deficiencies

The share of traffic associated with future development will be calculated as done previously for the County fee program, for all fee program projects. This includes running the existing and future land use scenarios on the baseline roadway network to determine the proportionate share of traffic due to future development. Note that the baseline model output will be adjusted to reflect Year 2011 conditions. The cost of existing deficiencies will not be applied to future development.

Task 1.6: Traffic Impact Fee Calculation

The traffic impact fees by land use will be calculated as done previously for the County fee program. Total land use by zone and total trip ends by zone will be tabulated. Using standard ITE trip generation rates for each land use type, trip ends by land use type will be tabulated. The cost of each benefit zone's proportional share of each improvement project will be distributed by land use. The proportionate share by land use will then be divided by the total land use for that zone in the model to determine a cost per unit for each land use. For residential uses, this is by dwelling unit; for employment uses, a fee per employee will need to be converted into a fee per thousand square feet based on standard employee per thousand square feet ratios. This provides a fee by land use and a fee per trip. Using ITE trip generation rates for a variety of land uses, as identified by the County, the trip rate for a number of ITE land uses will be calculated by zone.

KHA will research traffic impact fees currently being imposed on development in nearby communities and counties of similar size and demographics that have instituted traffic impact fees. KHA will prepare a comparison table for discussion with County staff and for potential inclusion in the Nexus study.

Deliverable: Proposed Fee Tables – pdf format only. Technical memo with TIF comparison – pdf format only.

Task 1.7: Documentation

Prepare Administrative Draft Report

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EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS



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KHA will document that analysis and results of Tasks 1.1 through 1.6 in an Administrative Draft Traffic Impact Fee report with much of the technical background information to be included in an appendix. KHA will submit the Administrative Draft to County staff for review and comment.

Deliverable: Administrative Draft Report – one hard copy, with appendices, and one electronic copy in pdf format.

Prepare Draft and Final Reports

KHA will prepare responses to staff comments on the Administrative Draft report and prepare a public review Draft Traffic Impact Fee Report.

Deliverable: Draft Report – one hard copy, with appendices, and one electronic copy in pdf format.

It is anticipated that the draft report would be presented to a TAC, the public and development community as well as the Planning Commission and/or County Board of Supervisors. KHA will respond to up to two rounds of comments on the Draft Report and prepare a Final Traffic Impact Fee report.

Deliverable: Final Report – three hard copies, with appendices, and one electronic copy in pdf format.

Task 1.8: Environmental Coordination

KHA will work with the selected environmental consultant to prepare an environmental document for the fee program. It is assumed that KHA's role will include preparation of a transportation chapter for a programmatic EIR and coordination on included projects and traffic conditions.

Task 1.9: Meetings

KHA Project Manager and/or Technical Task Manager(s) will prepare for, and attend, up to three meetings with County staff. These meetings are anticipated to occur upon identification of proposed projects, calculation of the fee, and preparation of the draft report.

KHA Project Manager will prepare for, and attend, up to three meetings with a Technical Advisory Committee (TAC) selected for review of this project. It is assumed that County staff will arrange the meeting location and be responsible for inviting participants and sending meeting notices.

Regular teleconferences will be held between KHA and County staff to collaborate on the methodology and fee calculations throughout the entirety of the project.

Total Fee: \$75,000

11/28/2011

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS



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Task 2: Agriculture and Winery Corridor Plan Impact Fee

Kimley-Horn and Associates to prepare Agriculture and Winery Corridor Plan (AWCP) Area fee analysis.

Task 2.1: Conduct Roadway Operations Review

Roadway segments within the AWCP are assumed to be defined by Section 2.2 of the AWCP, as included in the Monterey County General Plan (October 26, 2010). The roadways are divided into the following corridors: River Road, Metz Road, and Jolon Road. The study area will consist of the segments specifically identified in the General Plan. Many, but not all, of these segments are included in the study area of the Countywide Fee Program, Task 1.

KHA will review past documentation on the AWCP, including the 2002 River Road Corridor Study.

KHA will perform a qualitative review of roadway and intersection operations for all roadway segments included in the study area. This review will focus on the following elements:

- Sight distance
- Lane-width
- Roadway/Intersection Capacity
- Intersection control
- Acceleration/Deceleration
- Provision of Shoulders
- Signage.

KHA will prepare a memorandum documenting the existing conditions along the roadway segments within the AWCP. The memo will also include a qualitative evaluation of identified deficiencies along the corridors.

Deliverable: Memorandum documenting existing conditions and deficiencies along the corridor– pdf format only.

Task 2.2: Identify Fee Program Projects

Based on the deficiencies identified in Task 2.1 (and Optional Task 2B.3 if selected), a list of proposed projects to be included in the fee program will be prepared. Kimley-Horn will work closely with County staff to identify the projects that should be included in the fee program based on this analysis. Per the Circulation Element of the General Plan, these projects will not include any roadway widening to four lanes, instead focusing on the construction of turn lanes and passing lanes, shoulder widening, and other operational enhancements.

Deliverable: List of proposed fee program projects – pdf format only.

Task 2.3: Project Cost Estimates

KHA will work with County staff to develop construction cost estimates for the transportation improvement projects selected to be included in the fee in Task 2.2. KHA will develop planning estimates

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based on a general description of the improvement project and identified extents. Cost estimates will be based on a template estimating methodology that includes typical cross-sectional elements and conventional markups (e.g., planning and engineering, program management, contingencies, etc). Unit costs are assumed to match what are utilized in Task 1. Initial improvement cost estimates will be submitted to County staff for approval. It is assumed that estimates will be prepared for up to ten (10) projects.

Task 2.4: Traffic Impact Fee Calculation

It will be assumed that the full cost of all improvements can be applied to future AWCP development.

The cost of the individual fee program projects will be summed and applied to future AWCP development in each of the three identified AWCP corridors. A fee per facility will be developed for each of the three corridors, and for the AWCP as a whole. The fee per facility will be based on an assumed generic winery-based facility. A fee breakdown per type of use or per trip is not included in this scope (included in Optional Task 2A).

It is assumed that this fee will be applied as an overlay to the Countywide fee developed for the areas within the AWCP as part of Task 1. Fee tables will be developed showing both the AWCP fee in isolation, as well as overlaid with the countywide fee.

Deliverable: Proposed Fee Tables – pdf format only.

Task 2.5: Documentation

KHA will document the findings of Task 2 in a stand-alone chapter of the Countywide Fee Program Nexus Study, included as Task 1.7 of this scope.

Task 2.6: Meetings

It is assumed that up to two meetings will occur to discuss methodology or findings specific to the AWCP. These meetings may include County staff, technical advisors and stakeholders. It is also assumed that these meetings will be held on the same day as Countywide fee program meetings included in Task 1.

Total Fee: \$27,000

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Optional Task 2A: AWCP Trip Generation and Calculation of Trip-Based Fees

This optional task allows for more detailed fee calculations, saving individual projects from having to prepare trip generation studies and/or traffic impact analyses based on their specific development proposals. It is also a precursor to the capacity-based deficiency analysis, Task 2B.

Task 2A.1: Trip Generation

KHA will determine an average weekend peak-hour trip generation rate for each of the facilities allowed in the AWCP. This trip generation rate will be based on recent traffic impact analyses for similar uses, available ITE trip generation rates, and/or counts of up to three similar uses in Monterey County.

Deliverable: Memorandum documenting trip generation rates by AWCP-permitted use – pdf format only.

Task 2A.2: Traffic Impact Fee Calculation

KHA will develop a fee schedule for the AWCP, detailing a fee per unit by type of use and per trip. A separate fee schedule will be prepared for each of the three corridors in the AWCP. This will be based on the general fee calculations prepared in Task 2.5, assumptions for the total size of facilities in the AWCP, and the trip generation analysis completed in Task 2A.1.

Deliverable: Proposed Fee Tables – pdf format only.

Total Fee for Task 2A Trip-Based Fees Analysis: \$6,000

Optional Task 2B: AWCP Capacity-Based Deficiency Analysis

This optional task includes a capacity-based analysis of the AWCP roadways, based on projected trip generation from AWCP development.

Task 2B.1: Existing Conditions

The study area for the deficiency analysis will be limited to those segments identified as within the AWCP.

The County of Monterey is to provide recently conducted weekday roadway counts. Counts conducted prior to 2011 will be escalated to represent 2011 conditions.

Additional weekend roadway tube counts will be conducted on up to 20 roadway segments within the study area.

Task 2B.2: Trip Assignment

Based on the findings of Task 2A.1, Kimley-Horn will assign the trips forecast to be generated by AWCP uses on the Year 2030 roadway network. This will be based on the use limitations identified in the AWCP and an estimated distribution of uses along each segment.

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The trip generation and assignment will be provided to County staff for their review and comment.

This sub-task requires completion of Optional Task 2A.

Task 2B.3: Conduct Deficiency Analysis

A deficiency analysis will be performed for existing conditions and Year 2030, based on the counts obtained in Task 2B.1 and the travel demand forecast model used for Task 1. This deficiency analysis will include a daily weekday roadway segment LOS analysis, similar in methodology to that performed in Task 1.1 and a weekend peak-hour roadway segment LOS analysis using the HCM methodology for a two-lane highway. Up to 20 roadway segments will be included in the analysis.

Tables showing the results of these analyses will be provided to County staff.

Deliverable: Deficiency analysis results – pdf format only.

Total Fee for Task 2B Capacity-Based Deficiency Analysis: \$12,000

Total Fee for Task 2 with Optional Tasks 2A and 2B: \$45,000

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Task 3: Carmel Valley Transportation Improvement Program Traffic Analysis and Fee Calculation

Kimley-Horn and Associates to prepare Carmel Valley Master Plan Area traffic analysis and calculation of fees.

This scope assumes the simultaneous or prior execution of the scope identified in Task 1. It relies on the model outputs and methodology developed during the Countywide fee program process, and therefore is not stand-alone.

Task 3.1: Identify Study Area

The study area will consist of Carmel Valley Road, Laureles Grade, Rio Road, and Carmel Rancho Boulevard. It is assumed that the segments for Carmel Valley Road will match those previously analyzed in the Carmel Valley TIP Draft SEIS. It is assumed that a total of up to 15 roadway segments will be analyzed.

Similar to the previous Carmel Valley TIP, intersection analysis will be performed at up to ten intersection locations.

Task 3.2: Update Existing Conditions

The County of Monterey is to provide recently conducted roadway counts. AM & PM (7-9 AM, 4-6 PM) peak-hour turning movement counts at up to seven intersections within Carmel Valley recently obtained by KHA (not included in this scope) will be utilized. Roadway and intersection counts, conducted in the same week in October 2011, will be compared for consistency.

Task 3.3: Conduct Deficiency Analysis

The same travel demand forecast model outputs used for the Countywide fee program as defined in Task 1.1 will be utilized for the Carmel Valley analysis. Post-model processing is assumed for the Carmel Valley Master Plan area to obtain refined segment volumes for the roadway segments identified in the GPU. This post-processing will be based on the output of the model run, existing counts, and model outputs from the Carmel Valley TIP Draft SEIS for this area. Roadway and intersection level of service will be calculated using peak-hour HCM methodologies for each of the segments and intersections identified in Task 3.1.

A table showing roadway and intersection LOS on the Existing and 2030 No-Build Network will be prepared. A roadway or intersection will be considered deficient if it operates at LOS E or worse, except where identified within the Carmel Valley Master Plan area in the GPU.

Deliverable: List of deficient segments – pdf format only.

Task 3.4: Identify Fee Program Projects

Based on the deficiencies identified in Task 3.3, a list of proposed projects to be included in the fee program will be prepared. Kimley-Horn will work closely with County staff to identify the projects that should be included in the fee program based on this analysis. The projects previously developed for the Carmel Valley TIP Draft SEIS will be considered for inclusion in the fee program where warranted.

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Deliverable: List of proposed fee program projects - pdf format only.

Task 3.5: Update Project Cost Estimates

KHA will work with County staff to develop construction cost estimates for the transportation improvement projects selected to be included in the fee in Task 3.4. KHA will develop planning estimates based on a general description of the improvement project and identified extents. Cost estimates will be based on a template estimating methodology that includes typical cross-sectional elements and conventional markups (e.g., planning and engineering, program management, contingencies, etc). Unit costs are assumed to match what are utilized in Task 1. Initial improvement cost estimates will be submitted to County staff for approval. It is assumed that estimates will be prepared for up to twelve (12) projects.

Task 3.6: Select Link Analysis

Roadway improvement projects in the Carmel Valley Master Plan area fee program will be incorporated into the Build roadway network within the AMBAG model where appropriate. Using this Build roadway network, the model will be run to determine the resulting level of service with Horizon Year land uses on the study area roadway network with the fee program projects. These results will be tabulated.

For all projects identified to be included in the fee program, KHA will conduct two "select link" analyses to identify the origin and destination of each trip traversing a segment incorporated in an improvement project. One select link analysis will utilize the Build network with 2000 land uses and the other will utilize the Build network with 2030 land uses.

The trips will be categorized using a five zone fee benefit zone structure. The zones will represent the four zones originally identified for the previous Countywide fee study (matching the TAMC fee), plus one for the Carmel Valley Master Plan area. For each select link analysis, KHA will compute the proportion of trips from each of the benefit zones, as well as from outside of the County. The result of this task will be a consolidated matrix of trips showing the trip interchange between zones and external travel.

The distribution of trip ends among benefit zones will be calculated as previously prepared in the Countywide fee program study.

Task 3.7: Address Existing Deficiencies

The share of traffic associated with future development will be calculated as done previously for the Countywide fee program, for all fee program projects. This includes running the existing and future land use scenarios on the baseline roadway network to determine the proportionate share of traffic due to future development. Note that the baseline model output will be adjusted to reflect Year 2011 conditions. The cost of existing deficiencies will not be applied to future development.

Task 3.8: Traffic Impact Fee Calculation

Trip ends by benefit zone will be obtained from Task 1.8. The cost of each benefit zone's proportional share of each improvement project will be distributed by land use. The proportionate share by land use will then be divided by the total land use for that zone in the model to determine a cost per unit for each land use. For residential uses, this is by dwelling unit; for employment uses, a fee per employee will need to be

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converted into a fee per thousand square feet based on standard employee per thousand square feet ratios. This provides a fee by land use and a fee per trip. Using ITB trip generation rates for a variety of land uses, as identified by the County, the trip rate for a number of ITB land uses will be calculated by zone.

Deliverable: Proposed Fee Tables – pdf format only.

Task 3.9: Documentation

Prepare Administrative Draft Report

KHA will document that analysis and results of Tasks 2.1 through 2.8 in an Administrative Draft Carmel Valley Master Plan Traffic Impact Fee report with much of the technical background information to be included in an appendix. KHA will submit the Administrative Draft to County staff for review and comment. The report will function as a stand-alone document, but will also maintain flexibility to be inserted into the Countywide fee program as a separate chapter if desired.

Deliverable: Administrative Draft Report – one hard copy, with appendices, and one electronic copy in pdf format.

Prepare Administrative Final Report

KHA will prepare responses to staff comments on the Administrative Draft report and prepare a Carmel Valley Master Plan Traffic Impact Fee Report for public review.

Deliverable: Draft Report – one hard copy, with appendices, and one electronic copy in pdf format.

It is assumed that all meetings will occur in conjunction with those identified in Exhibit A and that no additional meetings are required.

Task 3.10: Environmental Coordination

KHA will work with the selected environmental consultant to prepare an environmental document for the fee program. It is assumed that KHA's role will include preparation of a transportation chapter for a programmatic EIR and coordination on included projects and traffic conditions.

Total Fee: \$36,500

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Optional Task 3A: Public Process

This task is optional, pending determination of advisory committee roles (i.e. the Carmel Valley Road Committee) and County staff involvement

KHA Project Manager will prepare for, and attend, up to two meetings with the Carmel Valley Road Committee. The first meeting will seek to inform the Committee of the study methodology. The second meeting will occur following the development of proposed fees. It is assumed that County staff will arrange the meeting location and be responsible for inviting participants and sending meeting notices.

It is anticipated that the Traffic Impact Fee report would be presented to the Carmel Valley Road Committee, the public and development community as well as the Planning Commission and/or County Board of Supervisors. KHA will respond to up to two rounds of comments on the initial report and prepare a Final Carmel Valley Master Plan Traffic Impact Fee report. It is assumed that a total of up to 30 hours of effort will be required to respond to inquiries from the Carmel Valley Road Committee and other public bodies, attend meetings beyond those identified in Exhibit A and above, and prepare revisions to the analysis or report.

Deliverable: Final Report -- three hard copies, with appendices, and one electronic copy in pdf format.

Total Fee for Task 3A Public Process; \$15,000

Total Fee for Task 3 with Optional Task 3A: \$51,500

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS



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Task 4: CEQA Environmental Review for the Carmel Valley Transportation
Improvement Program

*ICF International to prepare CEQA documentation for Carmel Valley Transportation
Improvement Program.*

See attached Exhibit 1 for Task 4 scope.

Task 4 Fee: \$83,663

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EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Fee/Program Cost Summary	
County-wide Fee Program Nexus Study (Task 1)	\$ 75,000
Agriculture and Winery Corridor Plan Impact Fee (Task 2)	\$ 27,000
Carmel Valley Transportation Improvement Program Traffic Analysis and Fee Calculation (Task 3)	\$ 36,500
<i>Kimley-Horn Subtotal</i>	\$ 138,500
CEQA for Monterey County CVTIP (Task 4)	\$ 83,663
<i>ICF Subtotal</i>	\$ 83,663
Total Amount	\$ 222,163

Optional Tasks	
Optional Task 2A: Trip-Based Fees Analysis	\$ 6,000
Optional Task 2B: Capacity-Based Deficiency Analysis	\$ 12,000
Optional Task 3A: Public Process (CVTIP)	\$ 15,000
<i>Total Amount with Optional Tasks</i>	<i>\$ 255,163</i>

Introduction and Project Understanding

Introduction

ICF International (as Jones & Stokes) has a long history of environmental planning in Monterey County, most recently with the Monterey County (County) General Plan Environmental Impact Report (EIR). ICF has specialized in complex environmental processes drawing on our deep bench of technical expertise covering nearly all areas of environmental analysis.

Project Understanding

The General Plan EIR addressed the impacts of new development and cumulative development, including roadway development in the County at a programmatic level. Although the impacts were properly disclosed and analyzed in the General Plan EIR, the development of a Carmel Valley Traffic Improvement Program (CVTIP) could include the identification of more specific actions than were identified in the program EIR. There may be the need for additional disclosure and analysis and possibly mitigation and supplemental California Environmental Quality Act (CEQA) analysis.

ICF will seek to develop the most streamlined and defensible approach to CEQA compliance for the CVTIP. ICF has prepared programmatic CEQA documents for many prior regional transportation plans as well as the prior Draft EIR for the CVTIP. As the CVTIP is not yet fully developed, at this time the required CEQA documentation cannot be identified. As a result, the scope below presumes that a Supplemental EIR will be required, but the actual decision about CEQA documentation will be made by the County after the CVTIP is more clearly defined.

Scope of Work

The General Plan EIR addressed the impacts of new development and cumulative development, including transportation improvements, in Monterey County on a programmatic level. Although the impacts of transportation in general, were properly disclosed and analyzed in the General Plan EIR, the development of the CVTIP could include the identification of specific actions that would require further analysis. Where this occurs, there will be the need for additional disclosure and analysis and possibly mitigation and further CEQA documentation.

Task 1. CEQA Support During CTIP/CVTIP Development

During this task, ICF will provide support to Monterey County in considering options for CEQA compliance concerning the development of the County Traffic Impact Fee Program (CTIP) and the CVTIP. This work will be on a time and materials basis, as requested by the County. The budget assumes a maximum of 40 hours for this support.

Task 2. CEQA Environmental Review for the CVTIP

As noted above, the development of the CVTIP and traffic issues in general have been controversial in Carmel Valley and are the subject of a current legal appeal on the General Plan EIR. This scope assumes a separate CEQA process is needed for the CVTIP. Our analysis would be focused on Carmel Valley.

- The General Plan EIR included a list of potential CVTIP improvements in a mitigation measure in the DEIR, but deleted mention of those improvements in the relevant mitigation measure Final EIR. While a CVTIP was identified as part of the General Plan, the specific improvements were not explicitly identified as part of the General Plan at the time of General Plan approval.
- To the extent feasible, ICF will incorporate analysis from the General Plan EIR and, if and where appropriate, information from the prior CVTIP Draft EIR.
- The analysis of proposed transportation improvements will be general and programmatic in nature, similar in level of analysis to the programmatic Draft EIR for the prior CVTIP. Site-specific analysis of transportation improvements will not be provided as the analysis will be programmatic in nature.

Task 2.1. Initiate Project

Our project manager and project director will meet with the County staff to review the project description and available project information, and to obtain copies of any pertinent background studies. Additional topics for this meeting will include the scope of work, scheduling details and any issues of special concern. This is a good opportunity to strategize about the CEQA process in general and discuss opportunities to modify the project description in light of potential impacts.

This task will also include preparation of a new Notice of Preparation (NOP). Even if the project includes no changes to the 2007 CVTIP, due to the passage of time, ICF recommends a new NOP.

Subtask 2.1.1. Project Alternatives

ICF in coordination with the County will identify the project objectives and, from those, develop a range of potential project alternatives that would avoid or reduce one or more of the significant effects expected to result from the proposed project. We will submit the draft alternatives to the County for review and refinement. The selected alternatives will be included in the administrative draft SEIR. The alternatives will likely differ from those in the prior CVTIP Draft EIR, since the General Plan has been adopted in 2010 and thus the planning context has changed.

Subtask 2.1.2. Review Existing Technical Studies

The ICF team will identify any additional issues that need to be addressed in the SEIR or any analyses which may need to be augmented to provide thorough environmental review. If additional technical analyses are necessary to a good faith effort at environmental disclosure, an amendment to the scope of work, budget, and schedule will be required. At a minimum, the prior analyses, where appropriate, can be utilized as information to help prepare the CEQA documents to reduce the level of effort.

Task 2.2. Prepare Administrative Draft CEQA document

ICF will prepare an administrative draft SEIR for review and comment by the County staff. The supporting technical studies and pertinent data will be included as appendices to the SEIR, or summarized and incorporated by reference, as provided in the CEQA Guidelines. ICF will submit an electronic version of the administrative draft SEIR to the County in a PDF format (no hard copies are included in the scope). Our project manager and key technical staff members may attend a meeting with the County staff to review comments discuss appropriate changes to draft SEIR. In some cases, the County may want additional administrative drafts of certain SEIRs where necessary to address complex and/or

controversial technical issues (but this is not included in this proposal and budget). When there are multiple reviewers, it is assumed that the County will consolidate its comments to ICF.

Task 2.3. Prepare Public Draft CEQA Document

ICF will revise the administrative draft SEIR based on the discussion of comments on the administrative draft SEIR. ICF will submit twenty (20) copies of the draft SEIR to the County for circulation to the public, responsible agencies, trustee agencies, and others and a PDF version. In our experience with Monterey County, the County usually takes responsibility for notice and circulation of the draft SEIR. However, if requested by the County, ICF can be responsible for all the noticing and circulation (but this is not included in this proposal and budget).

Task 2.4. Prepare Administrative Final CEQA Document

ICF will prepare an administrative Final SEIR to respond to the comments received on the draft SEIR during its review period. ICF will review the comments and meet with the County to coordinate the responses to comments. The administrative final SEIR will include preparation of errata to the draft SEIR, with revisions shown in underline (additions) and strikeout (deletions). The comments received and written responses will be included in the final SEIR. ICF will submit an electronic version of the administrative final SEIR in PDF format (no hard copies are included in this scope). When there are multiple reviewers, it is assumed that the County will consolidate its comments.

In specific, ICF will review the responses to comments in the 2010 General Plan EIR concerning CVTIP issues for potential use in the new Final EIR and to reduce the level of effort.

It is a key assumption for this scope that the comments on the new Draft EIR will be fundamentally similar to those submitted previously on the 2007 Draft CVTIP EIR and the General Plan EIR in regards to the CVTIP issues. If the level or complexity of comment requires extensive substantive revisions to the new EIR, then ICF will consult with the county on the proper approach, in which case additional budget would be required to complete the admin. final EIR for the new CVTIP.

Task 2.5. Prepare Final CEQA Document and MMRP

ICF will incorporate the revisions to the administrative final SEIR and prepare the final SEIR and the mitigation monitoring and reporting program (MMRP). ICF will submit 20 hard copies of the final SEIR to the County and a PDF version.

Task 2.6. Attend Hearings

In addition to the meetings identified above, the ICF project manager or designated staff will attend up to one Planning Commission and one Board of Supervisors meeting regarding the project. ICF will be available to discuss the analysis and conclusions contained in the SEIR. Additional meeting attendance would be subject to augmentation of the contract on a time and materials basis.

Task 2.7. Findings, Statements of Overriding Considerations, and Approval Support

ICF will prepare findings of fact, statements of overriding concerns, and provide support during certification of the SEIR.

Task 2.8. Administrative Record (References)

ICF will collect record of all references cited in the preparation of the CEQA document. Copies of all Draft CEQA document references will be provided in .pdf format prior to release of the Draft CEQA document. Copies of all Final CEQA document references will be provided in .pdf format prior to release of the Final CEQA document. Support in the event of legal appeal is not included in this scope, but can be provided if needed, at additional cost.

Cost Estimate

ICF proposes the following costs for each of the components of our proposal. For detailed cost estimates, see the cost estimate tables following this section and the discussion below for each component. Our proposed rates for this proposal are discounted by approximately 15% from our standard rates.

Table 1: ICF Cost Summary

Task	Cost Estimate		Total Cost
	FY2011	FY2012	
Task 1: CEQA Support During CVTIP Development	\$9,104	\$9,104	\$18,208
Task 2: CEQA Review for the CVTIP	\$74,559	\$74,559	\$149,118
TOTAL	\$83,663	\$83,663	\$167,326

