

**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: [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)
JAMES F. WES.
Its: VICE PRESIDENT
(Print Name and Title)

Date: 11.19.2012

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

By: [Signature]
Deputy County Counsel

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

Date: 11-28^{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

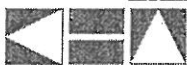
Date: _____

*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.

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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

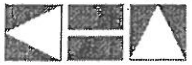
KHA will perform one site visit to the corridor to observe various corridor operations, including public transit service, truck traffic frequency and effects on circulation, and bicycle and pedestrian activity.

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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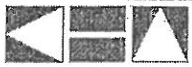


EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

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.

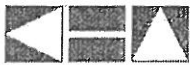
The locations are noted in Attachment.

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
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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 incorporate 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

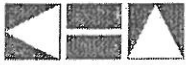
KHA will prepare an existing conditions report, including results of the intersection and roadway segment analysis in VISSIM, and the accident history analysis. KHA will also include a summary of corridor observations completed in Task 5.1.3. Corridor deficiencies will be identified.

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
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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.

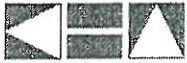
For any proposed roundabout improvements, AutoTurn analysis to examine truck turning paths will be performed for up to two (2) different truck types and one fire response vehicle.

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
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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 HCM 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

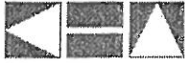
Task 5.5: Final Report

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
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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

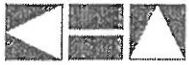
Task 5.6: Meetings

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

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EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS



Kimley-Horn
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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

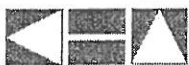
Task 5.B: Year 2030 Analysis – using VISSIM

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.

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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.

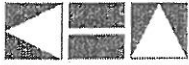
Task 5.C.2: Update CVTIP Horizon Year 2030 Conditions Roadway Segment Analysis

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

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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

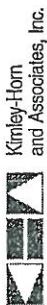
Meetings to discuss or present the Carmel Valley Road Corridor Study, exclusive of those identified in Task 5.6, will be performed on a time and materials basis, according to the hourly rates identified in Hours and Cost Breakdown by Task. The cost to attend these meetings cannot be estimated at this 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	P8 Principal \$240.00	P6 Engineer \$180.00	P5 Project Manager/ Engineer \$150.00	D8 Designer \$140.00	P4 Analysis/ Modeling \$120.00	P3 Analyst \$110.00	P2 Analyst \$100.00	Admin/ Support \$65.00	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
5.2A	Existing Conditions - Synchro/HCS	3	3	10	24	24		8	2	47	\$6,100	\$300	\$6,400
OR													
5.2B	Existing Conditions - VISSIM	3	3	18	18	18		6	2	87	\$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
5.4A	Analysis of Improved Scenario - Synchro/HCS/SIDRA	2	4	10	20	20		4	2	42	\$5,700	\$300	\$6,000
OR													
5.4B	Analysis of Improved Scenario - VISSIM	2	4	10	12	12		4	2	54	\$7,140	\$400	\$7,540
5.5	Final Report	4		10	20			6	2	47	\$5,985	\$300	\$6,285
5.6	Meetings	5	5	15	10					35	\$5,550	\$1,100	\$6,650
Other Optional Tasks													
5.A	Year 2010 Analysis - Synchro/SIDRA/HCS	2		10		30		1		46	\$5,980	\$300	\$6,280
OR													
5.B	Year 2030 Analysis - VISSIM	2		10		54		4		70	\$8,860	\$400	\$9,260
5.C	Update CVTIP Analysis Methodology			4		20				24	\$3,000	\$200	\$3,200
5.D	Modify Travel Demand Forecast Model	4		25		30		2		61	\$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	532	\$75,165	\$10,425	\$85,590
Total - VISSIM Track		44	34	154	50	243	30	35	13	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.

1/14/2012


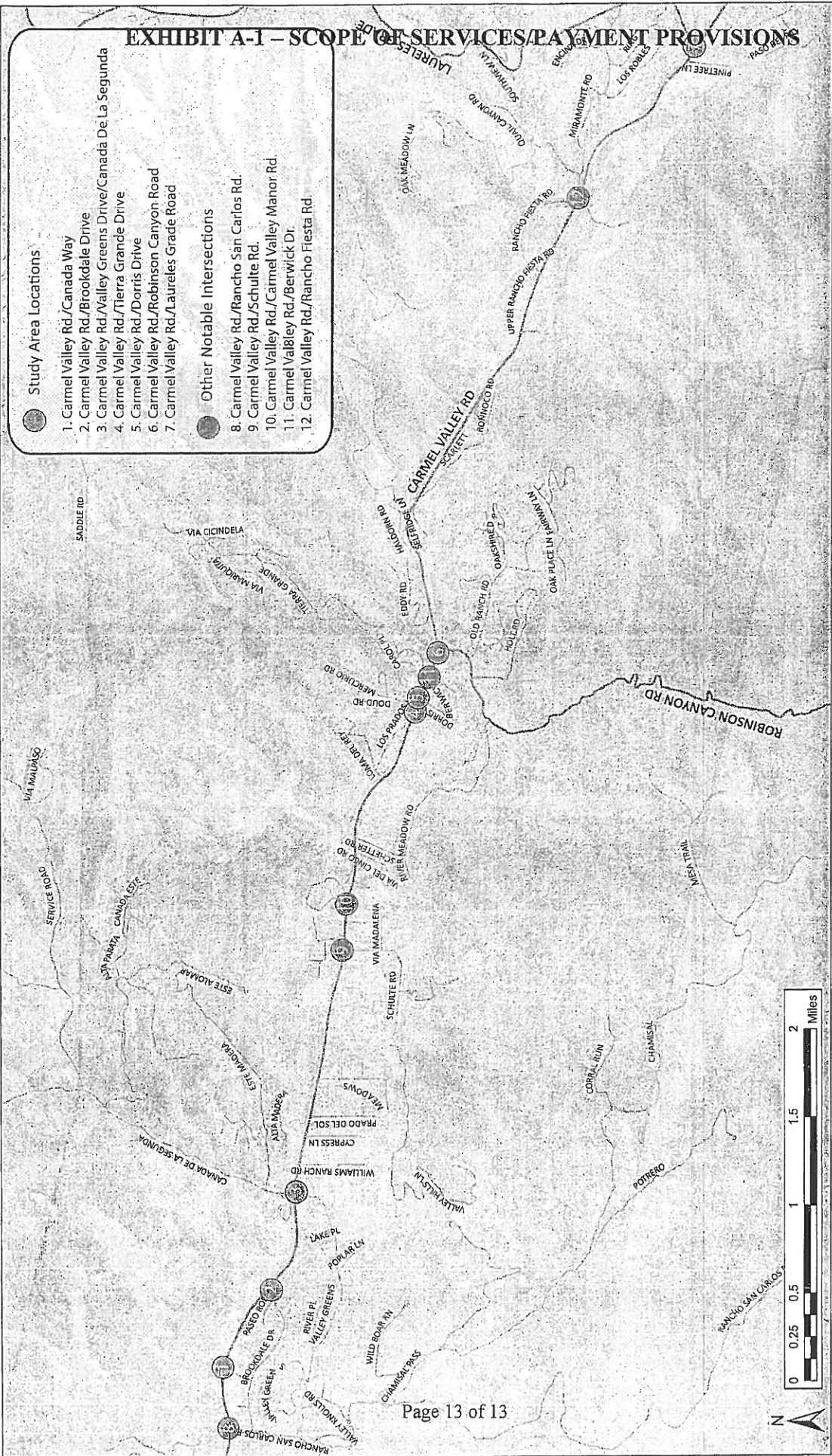

 (Contractor's Initials) 11.19.2012
 (Date)

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.



RECEIVED

BY WR DATE 11-28-12



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/27/2012

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

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

PRODUCER Greyling Insurance Brokerage 450 Northridge Parkway Suite 102 Atlanta GA 30350	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): (770) 552-4225 E-MAIL ADDRESS: jerry.noyola@greyling.com	FAX (A/C, No): (866) 550-4082
	INSURER(S) AFFORDING COVERAGE	
INSURED Kimley-Horn and Associates, Inc. P.O. Box 33068 Raleigh NC 27636	INSURER A: National Union Fire Ins. Co.	NAIC # 19445
	INSURER B: Commerce & Industry Insurance	19410
	INSURER C: New Hampshire Insurance Company	23841
	INSURER D: Lexington Insurance Company	19437
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 12-13 (Kimley Janice) REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	9645227	12/1/2012	4/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 25,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC							GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY	X	X	4982985	12/1/2012	4/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	X	BE 021730741	12/1/2012	4/1/2013	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	018112556	12/1/2012	4/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	018112557 (CA)	12/1/2012	4/1/2013	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability		X	016017332	12/1/2012	4/1/2014	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: All Operations. The County of Monterey, its officers, agents & employees are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability. This insurance is primary & non-contributory where required by written contract. Workers Compensation coverage is scheduled under the Excess/Umbrella Liability Policy.

CERTIFICATE HOLDER

CANCELLATION

County of Monterey Contracts/Purchasing Division 168 W. Alisal Street 3rd Floor Salinas, CA 93901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Matias Ormaza/JERRY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.
- A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
 2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization to whom or to which you are required to provide additional insured status in a written contract or written agreement executed prior to the loss except where such contract or agreement is prohibited by law.	Any location where you have agreed, through written contract, agreement or permit, executed prior to the loss, to provide additional insured coverage for completed operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Person Or Organization: Blanket Where Required By Written Contract.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A. M. 12/1/12 forms part of Policy
No. 9645227 issued to Kimley-Horn by National Union Fire Ins. Co.

**PRIMARY COVERAGE FOR SPECIFIED PERSONS OR
ORGANIZATIONS NAMED AS ADDITIONAL INSURED -
ONGOING AND COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

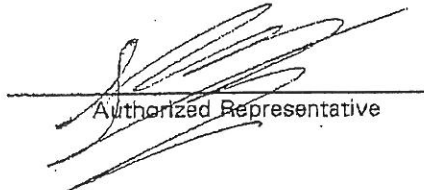
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following paragraph is added to **SECTION II - WHO IS AN INSURED** and applies only to persons or organizations we have added to your policy as additional insureds by endorsement to comply with insurance requirements of written contracts relative to: a) the performance of your ongoing operations for the additional insureds; or b) "your work" performed for the additional insureds and included in the "products-completed operations hazard:

This insurance is primary over any similar insurance available to any person or organization we have added to this policy as an additional insured. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured in the Declarations of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded by this endorsement is primary.

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, if it is not primary as defined in the paragraph above.

All other terms and conditions of the policy are the same.



Authorized Representative

POLICY NUMBER: 4982985

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED


This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 12/01/12	Countersigned By:  (Authorized Representative)
Named Insured: Kimley-Horn & Associates, Inc.	

SCHEDULE

Name of Person(s) or Organization(s): Blanket Where Required By Written Contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 12/01/12

forms a part of

Policy No. 4982985

issued to Kimley-Horn

By National Union
Fire Ins. Co.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovered funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

62897 (6/95)