

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
KIMLEY-HORN AND ASSOCIATES, INC.**

THIS AMENDMENT NO. 2 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, Agreement was amended by the Parties on January 8, 2013 (hereinafter, "Amendment No. 1"); 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; California Environmental Quality Act (CEQA) Environmental Review for the CVTIP; and Carmel Valley Road Corridor Study, have not been completed; and

WHEREAS, the Carmel Valley Road Committee has requested an expansion to the study area of the Carmel Valley Road Corridor from Laureles Grade to Boronda Road in the east; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to include an additional task to extend the corridor study limit to Boronda Road to analyze corridor improvements on Carmel Valley Road; and

WHEREAS, the Parties wish to amend the Agreement to extend the term to December 31, 2014 and to increase the amount by \$12,090 to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

Amendment No. 2 to Professional Services Agreement
Kimley-Horn and Associates, Inc.
Traffic Impact Fee Programs
RMA – Public Works
Term: December 13, 2011 – December 31, 2014
Not to Exceed: \$364,343

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

1. Amend the first sentence of 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, A-1 and A-2 in conformity with the terms of this Agreement.

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, A-1 and A-2, 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 \$364,343.

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, 2014, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-2, Scope of Services/Payment Provisions".

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

6. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 2 to Professional Services Agreement
Kimley-Horn and Associates, Inc.
Traffic Impact Fee Programs
RMA – Public Works
Term: December 13, 2011 – December 31, 2014
Not to Exceed: \$364,343

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the 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: Brian E. Sowers, Vice President
(Print Name and Title)

Date: 11/8/13

Approved as to Form and Legality
Office of the County Counsel

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

By: Cynthia L. Jenson
Deputy County Counsel

Its: Adam Darkley, Assistant Secretary
(Print Name and Title)

Date: 11-8-13

Date: 11/8/13

Approved as to Fiscal Provisions,

By: [Signature]
Auditor/Controller

Date: 11-8-13

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. 2 to Professional Services Agreement
Kimley-Horn and Associates, Inc.
Traffic Impact Fee Programs
RMA - Public Works
Term: December 13, 2011 - December 31, 2014
Not to Exceed: \$364,343

EXHIBIT A-2 – 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/Carmel Valley Road Corridor Study, to expand the study area of the Carmel Valley Road Corridor Study, Task 5, to Borondo Road in the east.

Tasks to be Completed:

Task 5.7: Extend Corridor Study Limit to Boronda Road

Task 5.7.1: Perform Traffic Counts

Intersection turning movement counts will be performed at the offset intersection of Boronda Road/Rancho Road/Carmel Valley Road 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, including vehicle classification counts, will be performed at up to one (1) roadway segment for a seven-day period.

Deliverable: Raw count data – pdf format only.

Task 5.7.2: Obtain Accident History and Speed Survey Information

The County of Monterey will provide collision data for the segment between Laureles Grade and Boronda Road 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.

The County of Monterey will provide recent speed survey data collected in the vicinity of the additional study segment.

Task 5.7.3: Observations of Corridor Operations

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

Task 5.7.4: Incorporate into VISSIM Baseline Models

Using the land forecast and trip distribution developed as part of Task 5.D, forecast Year 2030 intersection turning movement volumes at the intersection of Boronda Road/Rancho Road/Carmel Valley Road.

The intersection of Boronda Road/Rancho Road/Carmel Valley Road will be added to the Existing and 2030 Baseline VISSIM models prepared as part of Tasks 5.2B and 5.B. "Dummy" driveway nodes will be included in the model to balance vehicle volumes between study intersections. VISSIM simulation videos will be re-compiled to include the additional segment.

10/8/2013

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS



Kimley-Horn
and Associates, Inc.

Task 5.7.5: Identification of Potential Improvements

Using the information collected in Tasks 5.7.1-5.7.3, and the analysis performed in Task 5.7.4, KHA will identify up to two (2) potential improvement projects for the additional segment. After consulting with County staff and obtaining concurrence on up to two (2) projects to carry forward, KHA will prepare conceptual layouts for 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.

KHA will prepare Opinions of Probable Construction Cost (OPCC) for the improvement concepts. The OPCC will utilize the same unit costs used for Task 5.3. The OPCC will be provided to the County for review and comment.

Deliverable: KHA to provide up to two (2) draft conceptual layouts and OPCC for intersection or roadway improvements. KHA will make one round of revisions and provide up to two (2) revised conceptual layouts.

Task 5.7.6: Analysis of Improvements Using VISSIM

The proposed improvements, identified in Task 5.7.5, will be incorporated into the Existing and 2030 Improved VISSIM models.

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, travel time through the study area, and average vehicle speed.

The VISSIM models and videos prepared in Task 5.4B will be updated to include up to (2) additional improvements identified in Task 5.7.5.

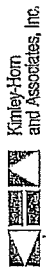
Deliverable: Two .avi videos created from VISSIM.

Task 5.7.7: Final Corridor Study Report

KHA will include the additional segment in the preparation of the Final Report, scoped as Task 5.5.

10/8/2013

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS



Monterey County TIR/CYIP/AWCP/CVRC Additional Effort - Hours and Cost Breakdown by Task

Classification	P8	P6	P5	D8	P4	P3	P2	Total Hours	Labor Cost	Expenses	Total Cost
Role	Principal	Engineer	Project Manager/Engineer	Designer	Analysis/Modeling	Analyst	Analyst				
Hourly Rate	\$240.00	\$185.00	\$160.00	\$140.00	\$125.00	\$115.00	\$105.00	\$75.00	\$100.00	\$1605	\$12,990
Carmel Valley Road Corridor Study (Task 5)											
5.7 Extension of Study Limit to Boronda		8	8		30	30		82	\$10,485	\$1,605	\$12,990

Note: Expenses include travel counts and site visit

11/6/2013



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/7/2013

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 FAX (A/C No.): (866) 550-4082
	E-MAIL ADDRESS: jerry.noyola@greyling.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A National Union Fire Ins. Co. 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:13-14 (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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability			GL 9645227	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CA 4982985	4/1/2013	4/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			BE 016395110	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 018112556	4/1/2013	4/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		N/A		WC 018112557 (CA)	4/1/2013	4/1/2014	
D	Professional Liability			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 where required by written contract. The above referenced liability policies with the exception of professional liability are primary & non-contributory where required by written contract.

CERTIFICATE HOLDER County of Monterey Contracts/Purchasing Department 168 West Alisal Street 3rd Floor Salinas, CA 93901	CANCELLATION 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 David Collings/JERRY <i>David H. Collings</i>

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
AS REQUIRED BY WRITTEN CONTRACT	AS REQUIRED BY WRITTEN CONTRACT
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."

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/13 forms a part of

policy No. GL 9645227 issued to KIMLEY-HORN AND ASSOCIATES, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

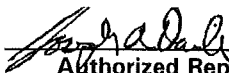
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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 or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/13 forms a part of

policy No. CA 4982985 issued to KIMLEY-HORN & ASSOCIATES, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM


SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/13 forms a part of

policy No. CA 4982985 issued to KIMLEY-HORN & ASSOCIATES, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

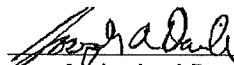
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)