

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
KIMLEY-HORN AND ASSOCIATES, INC.**

THIS AMENDMENT NO. 3 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 December 20, 2013 (hereinafter, "Amendment No. 2"); 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, to address comments/suggestions raised at the February 26, 2014 Planning Commission Hearing additional work is required; and

WHEREAS, the Parties wish to amend the Agreement to include revisions to Task 1, Countywide Fee Program Nexus Study, to include additional effort associated with the adoption of the Countywide Fee Program; and

WHEREAS, additional time and funding are necessary; and

WHEREAS, the Parties wish to amend the Agreement to extend the term to December 31, 2015 and to increase the amount by \$7,365 to continue to provide services identified in the Agreement and as amended by this Amendment No. 3.

Amendment No. 3 to Professional Services Agreement
Kimley-Horn and Associates, Inc.
Traffic Impact Fee Programs
RMA – Public Works
Term: December 13, 2011 – December 31, 2015
Not to Exceed: \$371,708

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, A-2 and A-3** 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, A-2 and A-3**, 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 \$371,708.

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, 2015, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-3, Scope of Services/Payment Provisions".

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

6. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 3 to Professional Services Agreement
Kimley-Horn and Associates, Inc.
Traffic Impact Fee Programs
RMA – Public Works
Term: December 13, 2011 – December 31, 2015
Not to Exceed: \$371,708

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement as of the day and year written below:

COUNTY OF MONTEREY

By: *Debra Bayard*
Debra Bayard, MS
Contract Purchasing Officer
County of Monterey

Date: 01 August 2014

CONTRACTOR*

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

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

Its: Randy Durrenberger, Vice President
(Print Name and Title)

Date: 6/24/14

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

By: *Cynthia L. Jackson*
Deputy County Counsel

Date: 6-25-14

By: *Felicia C. Dean, Sec.*
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Its: Felicia C. Dean
(Print Name and Title)

Date: 6/24/2014

Approved as to Fiscal Provisions

By: *[Signature]*
Auditor/Controller

Date: 6-25-14

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. 3 to Professional Services Agreement
Kimley-Horn and Associates, Inc.
Traffic Impact Fee Programs
RMA – Public Works
Term: December 13, 2011 – December 31, 2015
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EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Amendment to Task 1: Countywide Fee Program Nexus Study

Amend Kimley-Horn and Associates, Inc. (KHA) Agreement 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 include additional effort associated with the adoption of the Countywide Fee Program.

KHA shall provide the following tasks:

Task 1.10: Revisions to Countywide TIF Nexus Study

Update Nexus Study dated February 12, 2014, with the following revisions:

- Remove project #2: Corral de Tierra Road Improvements and add corresponding text discussing the deficiency. Update fee calculations, figures and text accordingly.
- Add agriculture as a land use category, with a rate of two (2) daily trips/acre, and corresponding text
- Add text discussing applicability to the Coastal Zone

Deliverable: Updated Nexus Study Report

Task 1.11: Update Public Presentation

Update February 26, 2014, Planning Commission Presentation with the following revisions:

- Revise slides to focus on high-level fee program concepts and benefits
- Calculate and prepare graphics indicating the proportion of each zone's fee associated with projects in its vicinity
- Add discussion regarding the relationship to the Castroville Community Plan
- Updated Nexus Study fee calculations and findings from Task 1.10

Deliverable: Updated PowerPoint Presentation

Task 1.12: Additional Meetings and Reviews

Attend Planning Commission Meeting where draft ordinances will be presented.

Review draft ordinances to be prepared by County staff.

Coordinate with County staff on preparation of presentations to Planning Commission and Board of Supervisors. Review comments received from Planning Commission and Board of Supervisors with County staff.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Monterey County Traffic Impact Fee Program Development - 3/10/14 Amendment

Classification	P5 Project Manager	P4 Analysis/ Modeling	P3 Analysis/ Mapping	P2 Deficiency Analysis	Accounting	Admin/ Support	Total Hours	Labor Cost	Expenses	Total Cost
Hourly Rate	\$160.00	\$125.00	\$115.00	\$105.00	\$100.00	\$75.00				
Countywide Fee Program Nexus Study (Phase 1)										
1.10 Revisions to Nexus Study	6	10			3	3	22	\$2,735	\$100	\$2,835
1.11 Update Public Presentation	7	4				2	13	\$1,770	\$100	\$1,870
1.12 Additional Meetings and Reviews	16						16	\$2,560	\$100	\$2,660
Total KHA Labor Hours	29	14	0	0	3	5	51	\$7,065	\$300	\$7,365
Total KHA Labor	\$4,640	\$1,750	\$0	\$0	\$300	\$375				\$84,465
										Amendment Cost
										Amended Total Countywide TIF Cost
										Amended Total Contract Amount
										\$371,708





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/27/2014

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	
INSURED Kimley-Horn and Associates, Inc. P.O. Box 33068 Raleigh NC 27636	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 Lloyd's of London	085202
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 14-15 (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.

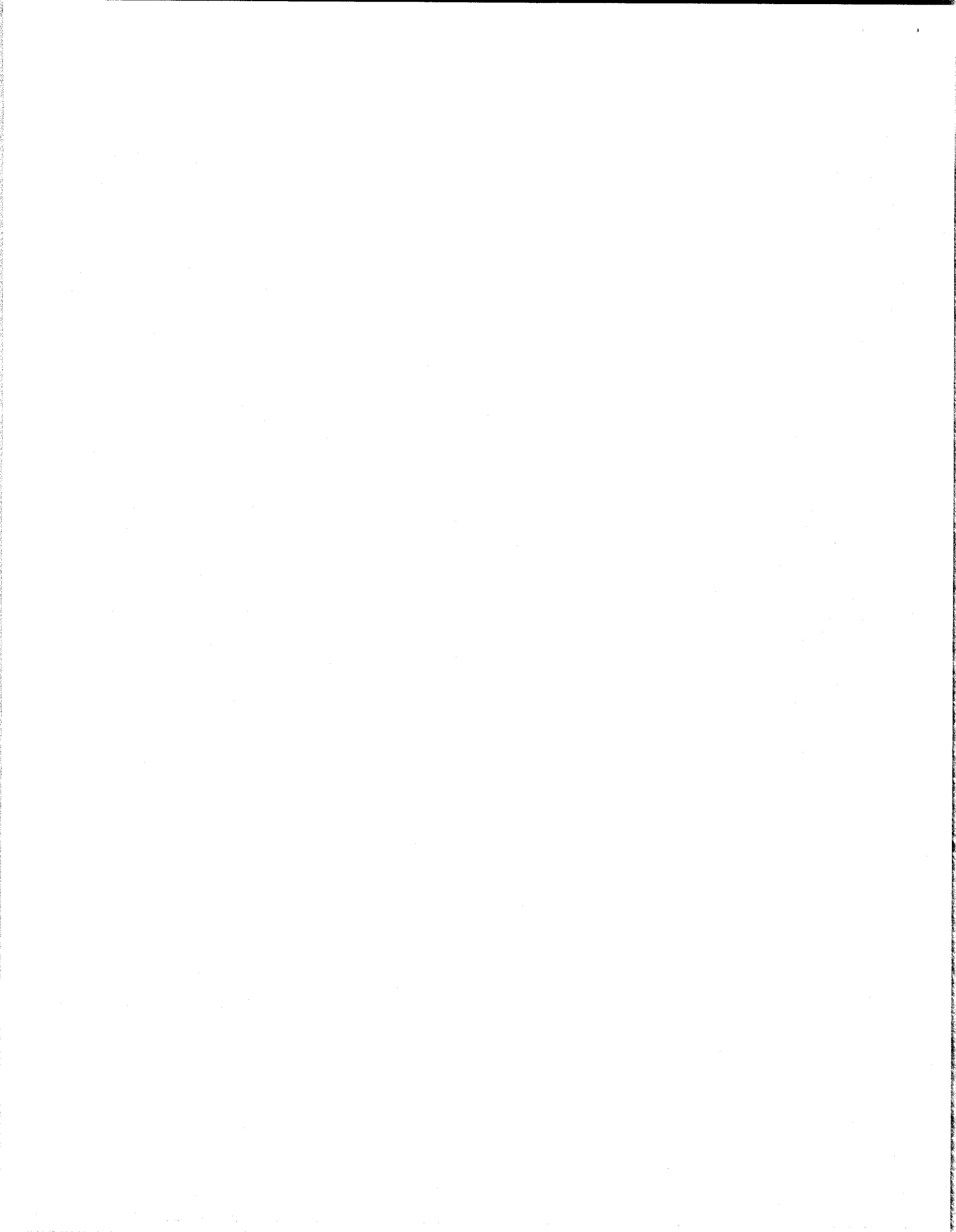
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE: <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			GL 9645227	4/1/2014	4/1/2015	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
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>			CA 4982985	4/1/2014	4/1/2015	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 <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE			BE58430948	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 018112556 (AOS)	4/1/2014	4/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER
				WC 018112557 (CA)	4/1/2014	4/1/2015	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			B0879P070831401	4/1/2014	4/1/2015	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

CANCELLATION

County of Monterey Contracts/Purchasing Department 168 West 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 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;

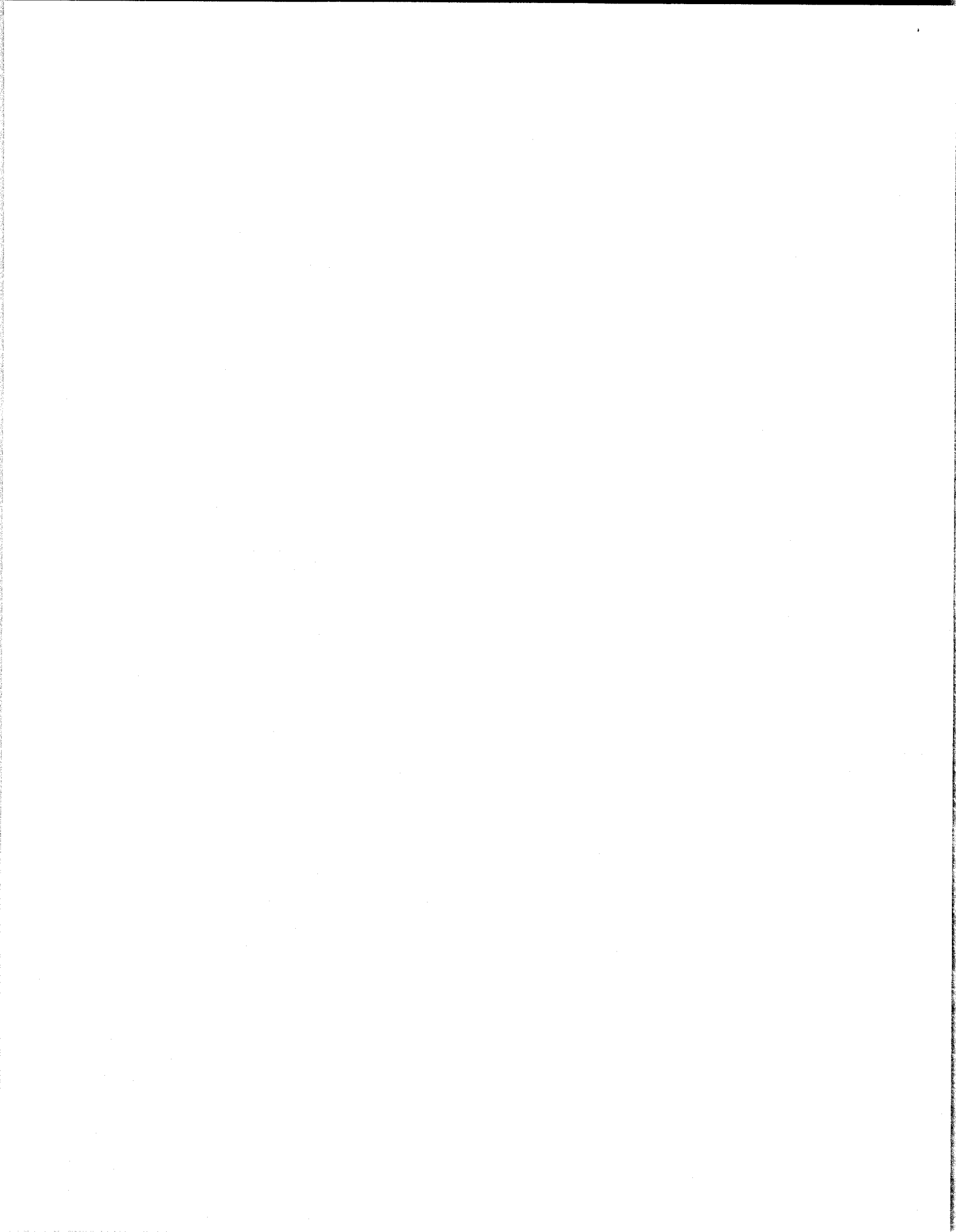
in the performance of your ongoing operations for the additional insured.

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:

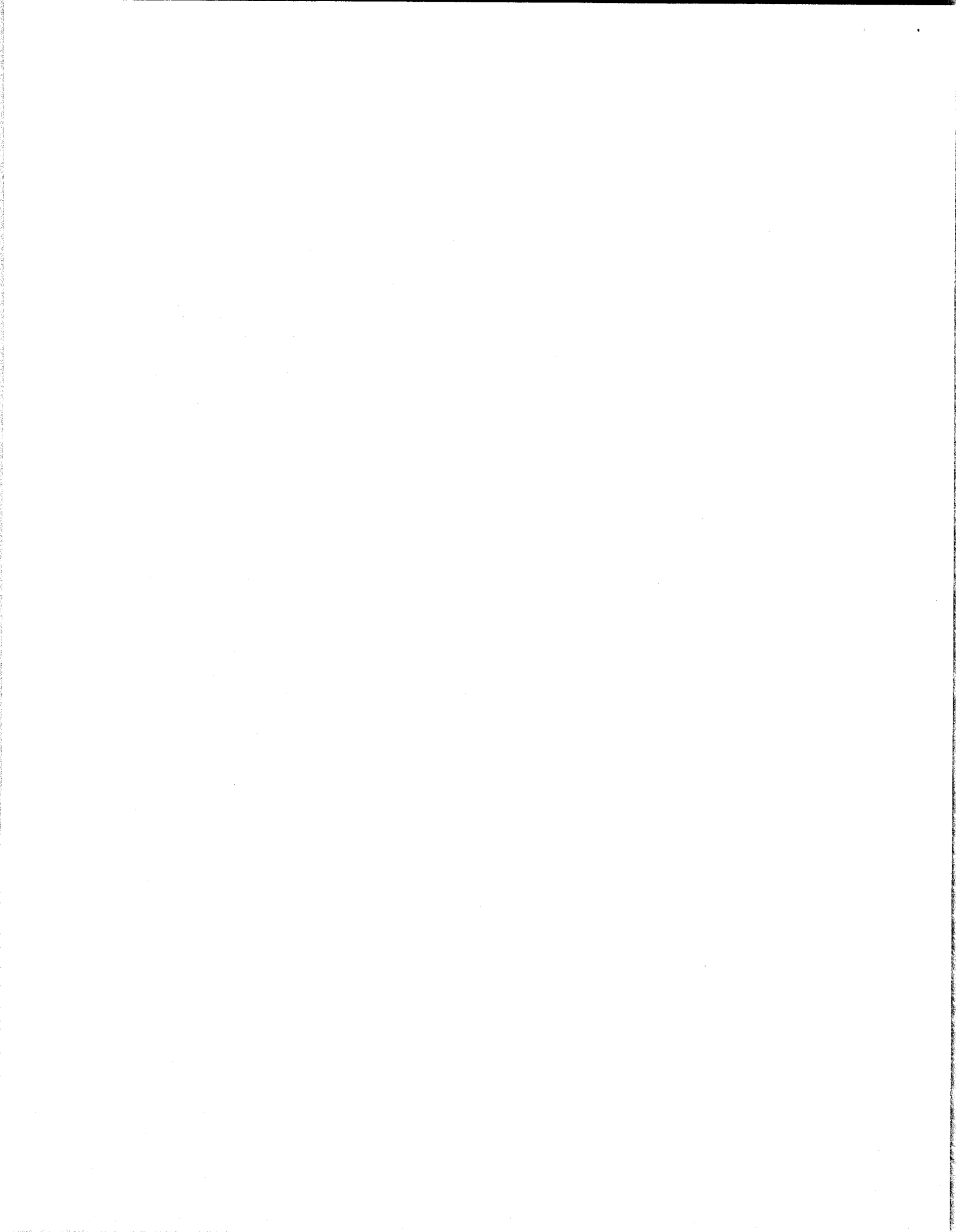
COMMERCIAL GENERAL LIABILITY COVERAGE PART

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. 04/01/14 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":

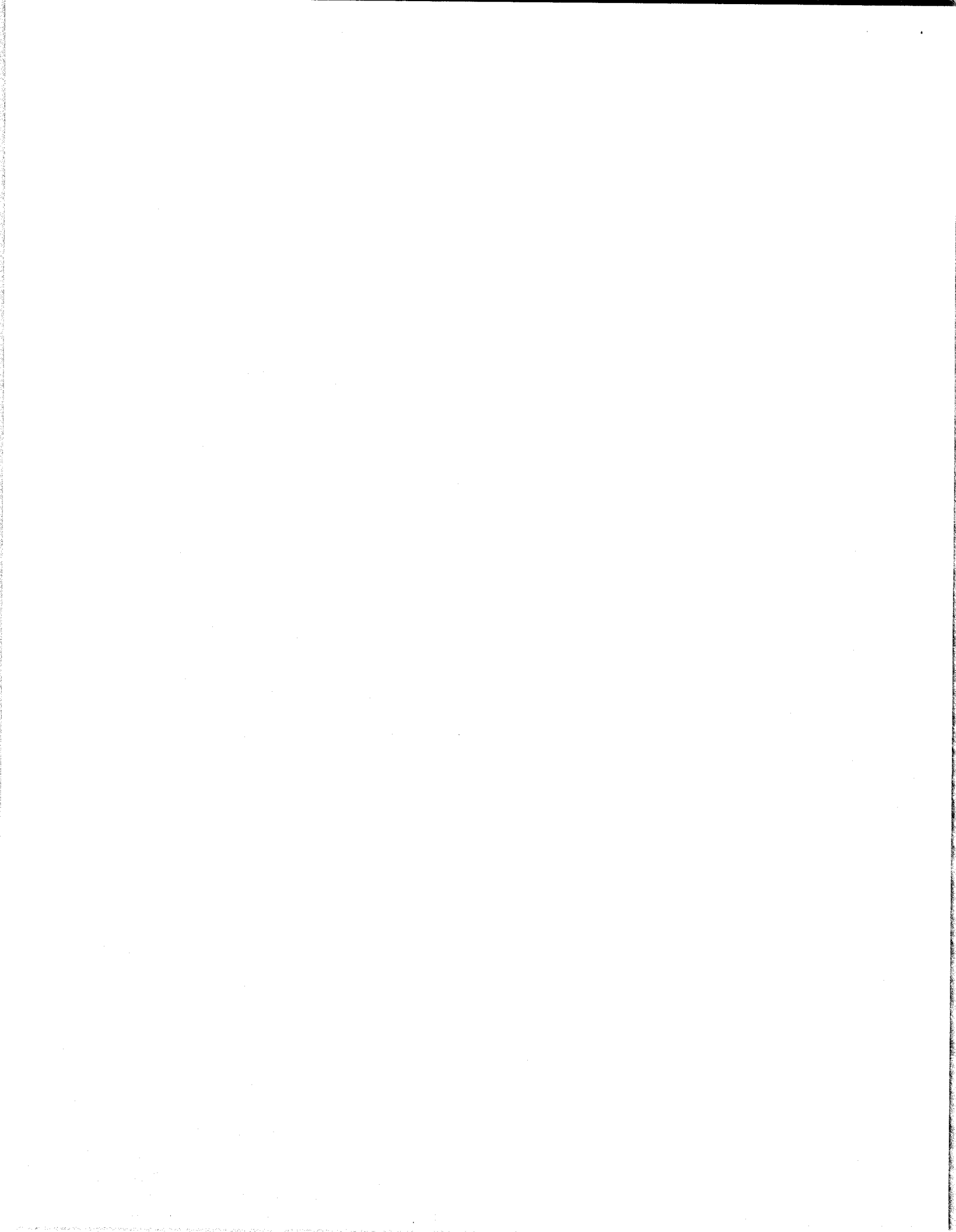
This insurance is primary over any similar insurance available to any person or organization we have added to this policy as an additional insured. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured in the Declarations of 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. 04/01/14 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

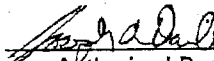
SCHEDULE

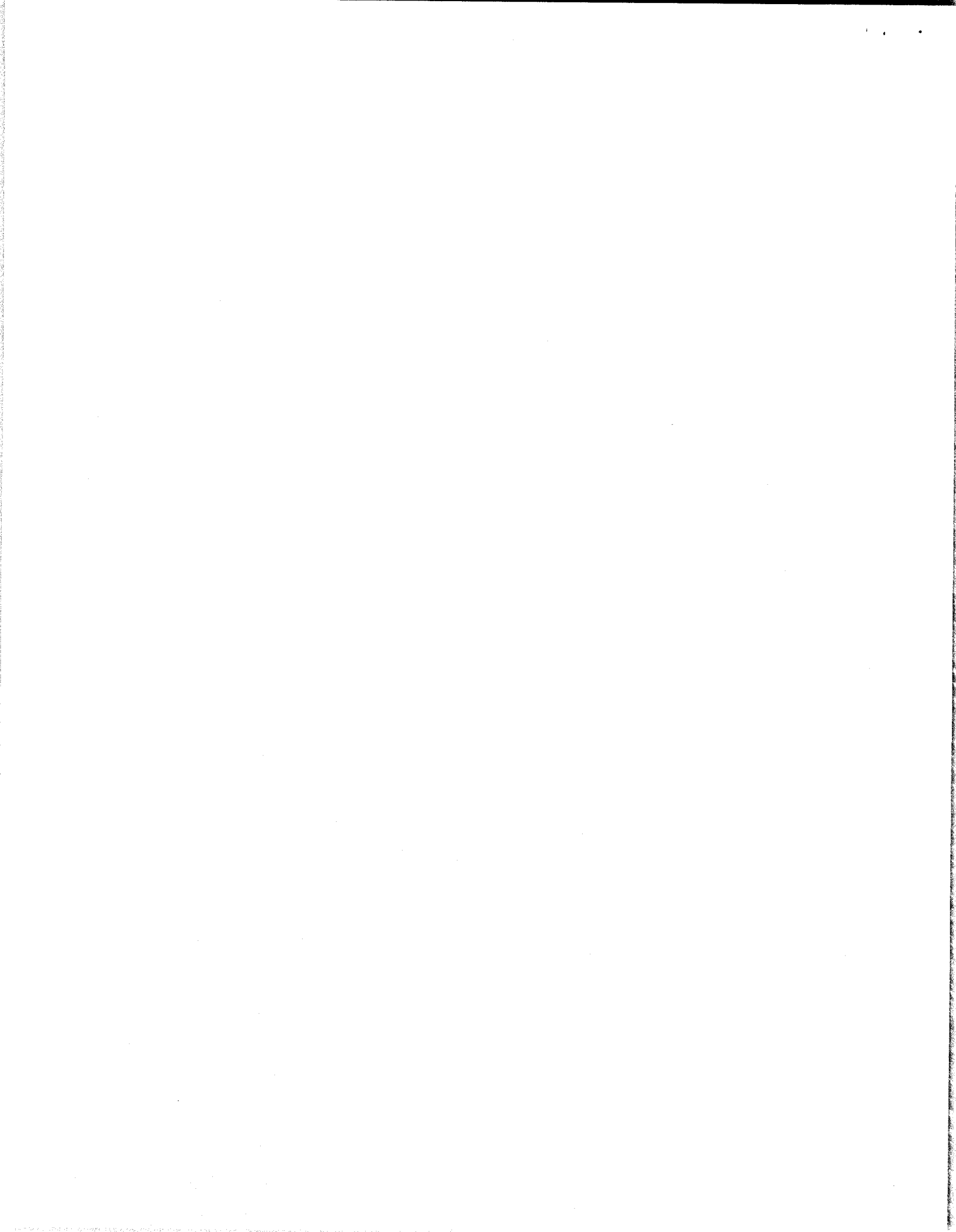
ADDITIONAL INSURED:

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. 04/01/14 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

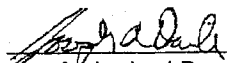
This endorsement modifies insurance provided under the following:

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)

