

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

**THIS AMENDMENT NO. 3** to Professional Services Agreement No. A-16128 between the County of Monterey, a political subdivision of the State of California (“County”) and Kimley-Horn and Associates, Inc. (“CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

**WHEREAS**, CONTRACTOR entered into Professional Services Agreement No. A-16128 with the County on December 21, 2022 (“Agreement”) to provide planning and environmental analysis services to update the Castroville Community Plan and perform an associated Development Impact Fee Nexus Study (“Project”) through December 31, 2025 for an amount not to exceed \$533,575;

**WHEREAS**, the Agreement was amended by the Parties on January 13, 2023 (“Amendment No. 1”) to provide minor corrections to Exhibit A – Scope of Work/Payment Provisions and correct the CONTRACTOR’s name;

**WHEREAS**, the Agreement was amended by the Parties on November 17, 2023 (“Amendment No. 2”) to expand Exhibit A to include additional community outreach events, allow additional review and revision time, update the budget, and add a \$35,000 contingency amount for a new Agreement amount of \$568,575;

**WHEREAS**, the Parties have identified the need to expand Exhibit A to allow additional time for review and revision and add optional/contingency tasks to include community outreach, and support for mapping/graphics, and the CEQA Addendum revisions (Exhibit A-1); and

**WHEREAS**, the Parties wish to further amend the Agreement and increase the Agreement amount of \$568,575 by \$50,000 for a new not to exceed amount of \$618,575 with no change to the term date.

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

1. Amend the second sentence of Paragraph 2. Payments By County, to read as follows:

The total amount payable by County to CONTRACTOR UNDER THIS Agreement shall not exceed the sum of \$618,575.

2. Amendment Paragraph 4. Additional Provisions/Exhibits to include:

Exhibit A-1, Scope of Services/Payment Provisions

3. Amend the first sentence of Exhibit A, Scope of Services/Payment Provisions, section B. Payment Provisions, subsection B.1 Compensation/Payment to read as follows:

County shall pay an amount not to exceed \$618,575 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
5. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: DocuSigned by:  
Debra Wilson  
7B741937-7000-4000-9000-000000000000  
Contracts/Purchasing

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

Date: 2/26/2024

By: DocuSigned by:  
Frederik Venter  
0D42F921-1234-5678-9012-345678901234  
Signature of Chair, President or Vice President

**Approved as to Form**  
**Office of the County Counsel**  
**Susan K. Blicht, Acting County Counsel**

Frederik Venter, P.E., Vice President  
(Print Name and Title)

By: DocuSigned by:  
Reed Gallogly  
5C29050B5BAC-5678-9012-3456-789012345678  
Deputy County Counsel

Date: 2/20/2024

Date: 2/26/2024

By: DocuSigned by:  
Adam Dankberg  
012345678901-2345-6789-0123-456789012345  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Adam Dankberg, P.E., Assistant Secretary  
(Print Name and Title)

**Approved as to Fiscal Provisions**

By: DocuSigned by:  
Patricia Ruiz  
E79EF64E5740-1234-5678-9012-345678901234  
Auditor/Controller

Date: 2/20/2024

Date: 2/26/2024

**Approved as to Liability Provisions**  
**Office of the County Counsel-Risk Management**  
**Leslie J. Girard, County Counsel**

By: N/A  
David Bolton, Risk Manager

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

County Board of Supervisors' Agreement Number: \_\_\_\_\_ approved on \_\_\_\_\_.

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

## EXHIBIT A-1 – SCOPE OF WORK/PAYMENT PROVISIONS

To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
and  
Kimley-Horn and Associates, Inc., hereinafter referred to as “CONTRACTOR”

### A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

#### **TASK 5. Administrative Draft, Draft and Final Community Plan Update**

5.3 CONTRACTOR shall provide additional time and effort for the County’s review and the necessary revisions to the screen check Community Plan prior to and following production of the public review draft document to address revisions specific to the project’s infrastructure and financing strategy.

#### **5.5 Circulation Plan Update**

CONTRACTOR shall provide for an additional screen check review and comment cycle for the Study, cost estimates and impact fee as well as minor adjustments that may result from public review.

#### **5.6 Establish Baseline Conditions**

##### **5.6.1 AMBAG Model:**

CONTRACTOR shall ensure that road connections are correct in the model and update accordingly to reflect the correct proposed improvements to analyze the level of service (LOS) at the study intersections.

##### **5.6.5 Bicycle and Pedestrian Facilities:**

5.6.5.5 CONTRACTOR shall complete one (1) to three (3) rounds of plans.

5.6.5.6 CONTRACTOR shall attend three (3) meetings with County staff to review bicycle and pedestrian plans.

#### **TASK 7. CEQA Compliance**

*Optional Task C:* CONTRACTOR, if requested by the County, shall provide the necessary staff to respond to extensive revisions or a general approach to the documentation.

#### **TASK 8. Project Management, Meetings and Administration**

*Optional Task A:* CONTRACTOR shall prepare and present CCP findings and infrastructure information to the Castroville Community Services District if such a meeting/presentation is requested by the District and authorized by the County.

**EXHIBIT A-1 – SCOPE OF WORK/PAYMENT PROVISIONS****B. PAYMENT PROVISIONS****B.1 COMPENSATION/PAYMENT**

County shall pay an amount not to exceed \$618,575 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

<b>Task</b>	<b>KHA Hours</b>	<b>Task Budget</b>
Task 1 – Additional CCP Revisions - Infrastructure	20	\$5,000
Task 2 – Additional Circ Study Tasks/Reviews	60	\$15,000
<i>Option A – CCSD Public Meeting</i>	30	\$7,500
<i>Option B – Additional Mapping/Graphic Support</i>	30	\$7,500
<i>Option C – Additional CEQA Addendum Support</i>	40	\$10,000
<i>Option D – General Contingency-Additional</i>	20	\$5,000
<b>Total Base Amendment</b>	<b>80</b>	<b>\$20,000</b>
<b>Total Options</b>	<b>120</b>	<b>\$30,000</b>
<b>Total Amendment with Options</b>	<b>200</b>	<b>\$50,000</b>

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## EXHIBIT A-1 – SCOPE OF WORK/PAYMENT PROVISIONS

### Tasks Budget

TASK	KH STAFF HOURS				TASK BUDGET			
	Start	A2	A3	Total	Start	A2	A3	Total
<b>Kickoff, Scope Refinement, Community Tour</b>	40			40	\$9,000			\$9,000
<b>Create MS Word Files and CCP Outline</b>	40			40	\$9,000			\$9,000
<b>Community Engagement and Communication</b>	120	80	30	230	\$27,000	\$20,000	\$7,500	\$54,500
<b>Technical Assessments and Updates</b>	100			100	\$22,500			\$22,500
<b>Castroville Community Plan Update</b>	558			618	\$125,550			\$140,550
CCP Goal and Policy Update	24				\$5,400			\$5,400
Land Use Plan and Mapping	100				\$22,500			\$22,500
Infrastructure and Public Services Plan Update	180				\$40,500			\$40,500
Resource Protection Plan Update	24				\$5,400			\$5,400
Economic Development Strategy	30				\$6,750			\$6,750
Implementation Plan Update	50				\$11,250			\$11,250
Design Guidelines and Development Standards	50				\$11,250			\$11,250
Produce Screencheck Draft and Final Draft CCP	100	40	20	160	\$22,500	\$10,000	\$5,000	\$37,500
<b>Circulation Plan Update</b> (subtask of Community Plan)	437			497	\$147,875			\$162,875
Circulation Goals and Policies	12			12	\$3,480			\$3,480
Baseline Conditions	65			65	\$18,850			\$18,850
Identify Proposed Improvements	15			15	\$4,350			\$4,350
Future Conditions	250			250	\$72,500			\$72,500
Circulation Plan Update (Draft and Final)	50		60	110	\$14,500		\$15,000	\$29,500
Circulation-Related Meetings/Mgmt	45			45	\$13,050			\$13,050
Castroville Traffic Impact Fee Review	N/A			N/A	\$21,145			\$21,145
<b>Development Impact Fee Nexus Study</b>	N/A			N/A	\$64,900			\$64,900
Project Initiation/Data Collection and Review								
Nexus Analysis and Fee Calculations								
Reports, Meetings and Presentations								
Market Assessment								
<b>EIR Addendum</b>	325			365	\$73,125		\$10,000	\$83,125
Addendum Preparation and Revision	285		40	325				
Qualitative Comparative Assessment of Technical Studies	40			40				
<b>Project Mgmt, Meetings &amp; Administration</b>	145		30	175	\$32,625		\$7,500	\$40,125
<b>Direct Costs</b> (travel, printing, traffic counts, Big Data)	N/A				\$22,000			\$22,000
<b>Contingency</b>	N/A	20	20	40	N/A	\$5,000	\$5,000	\$10,000
<b>TOTAL</b>						<b>\$35,000</b>	<b>\$50,000</b>	<b>\$618,575</b>