

MYA 3000 * 258

Before the Board of Supervisors in and for the County of Monterey, State of California

Agreement No.: A-12164

- a. Approve a Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide 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 Traffic Analysis and Fee Calculation; and California Environmental Quality Act Environmental Review for the Carmel Valley Transportation Improvement Program, in an amount not to exceed \$255,163 for the term of December 13, 2011 through June 30, 2013; and
- b. Authorize the Contracts/Purchasing Officer to execute the Professional Services Agreement with Kimley-Horn and Associates, Inc., and future amendments to the Agreement where the amendments do not exceed ten percent (10%) of the original Agreement amount and do not significantly alter the scope of work.....

Upon motion of Supervisor Calcagno, seconded by Supervisor Armenta and carried by those members present, the Board hereby:

- a. Approved a Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide 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 Traffic Analysis and Fee Calculation; and California Environmental Quality Act Environmental Review for the Carmel Valley Transportation Improvement Program, in an amount not to exceed \$255,163 for the term of December 13, 2011 through June 30, 2013; and
- b. Authorized the Contracts/Purchasing Officer to execute the Professional Services Agreement with Kimley-Horn and Associates, Inc., and future amendments to the Agreement where the amendments do not exceed ten percent (10%) of the original Agreement amount and do not significantly alter the scope of work.

PASSED AND ADOPTED on this 13th day of December, 2011, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Potter and Parker
 NOES: None
 ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on December 13, 2011.

Dated: January 6, 2012

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

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

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

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

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide engineering services associated with: 1) Countywide Fee Program Nexus Study; 2) Agriculture and Winery Corridor Plan Impact Fee based on the recent adoption of the General Plan Update; 3) Carmel Valley Transportation Improvement Program (CVTIP) Traffic Analysis and Fee Calculation; and 4) CEQA, Environmental Review for the CVTIP
2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 255,163.
3. **TERM OF AGREEMENT.** The term of this Agreement is from December 13, 2011 to June 30, 2013, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

5. PERFORMANCE STANDARDS.

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

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

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

6. PAYMENT CONDITIONS.

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

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

7. TERMINATION.

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

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

8. INDEMNIFICATION.

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

8.02 Indemnification for Design Professional Services Claims:

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

8.03 Indemnification for All Other Claims or Loss:

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

9.0 INSURANCE

9.01 Evidence of Coverage:

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

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

9.02 Qualifying Insurers:

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

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

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

9:04 Other Insurance Requirements

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

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

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

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

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

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

10. RECORDS AND CONFIDENTIALITY.

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

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

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

10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

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

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

15. **MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

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

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

This space is left blank, intentionally.

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

COUNTY OF MONTEREY

CONTRACTOR

By: *Edw John Rere*

Kimley-Horn and Associates, Inc.

Purchasing Manager

Contractor's Business Name*

Date: JAN 10 2012

By: _____

By: *[Signature]*

Department Head (if applicable)

(Signature of Chair, President, or Vice-President)*

Date: _____

By: _____

Donna Landau, Vice President

Board of Supervisors (if applicable)

Name and Title

Date: _____

Date: 12/2/2011

Approved as to Form¹

By: *[Signature]*

By: *[Signature]*

County Counsel

(Signature of Secretary, Asst. Secretary, CEO, Treasurer or Asst. Treasurer)*

Date: 12/2/11

David Sorenson, Asst. Secretary

Approved as to Fiscal Provisions²

Name and Title

By: *[Signature]*

Date: 12/2/2011

Auditor/Controller

Date: 12-5-11

Approved as to Liability Provisions³

By: _____

Risk Management

Date: _____

ENTERED

JAN 10 2012

ccc

County Board of Supervisors' Agreement Number: _____

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

¹Approval by County Counsel is required for all Professional Service Agreements over \$100,000

²Approval by Auditor/Controller is required for all Professional Service Agreements

³Approval by Risk Management is required only if changes are made in paragraph 8 or 9



Kimley-Horn
and Associates, Inc.

MVA 3000 * 258

Task 1: Countywide Fee Program Nexus Study

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

Task 1.1: Conduct Deficiency Analysis

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

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

Deliverable: List of deficient segments – pdf format only.

Task 1.2: Identify Fee Program Projects

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

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

Task 1.3: Update Project Cost Estimates

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

Task 1.4: Select Link Analysis

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

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

11/28/2011



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

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

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

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

Task 1.5: Address Existing Deficiencies

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

Task 1.6: Traffic Impact Fee Calculation

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

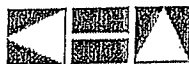
KHA will research traffic impact fees currently being imposed on development in nearby communities and counties of similar size and demographics that have instituted traffic impact fees. KHA will prepare a comparison table for discussion with County staff and for potential inclusion in the Nexus study.

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

Task 1.7: Documentation

Prepare Administrative Draft Report

11/28/2011



Kimley-Horn
and Associates, Inc.

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

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

Prepare Draft and Final Reports

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

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

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

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

Task 1.8: Environmental Coordination

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

Task 1.9: Meetings

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

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

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

Total Fee: \$75,000

11/28/2011



Kimley-Horn
and Associates, Inc.

Task 2: Agriculture and Winery Corridor Plan Impact Fee

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

Task 2.1: Conduct Roadway Operations Review

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

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

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

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

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

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

Task 2.2: Identify Fee Program Projects

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

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

Task 2.3: Project Cost Estimates

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

11/28/2011



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

Task 2.4: Traffic Impact Fee Calculation

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

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

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

Deliverable: Proposed Fee Tables – pdf format only.

Task 2.5: Documentation

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

Task 2.6: Meetings

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

Total Fee: \$27,000

11/28/2011



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

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

Task 2A.1: Trip Generation

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

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

Task 2A.2: Traffic Impact Fee Calculation

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

Deliverable: Proposed Fee Tables – pdf format only.

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

Optional Task 2B: AWCP Capacity-Based Deficiency Analysis

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

Task 2B.1: Existing Conditions

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

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

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

Task 2B.2: Trip Assignment

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

11/28/2011



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

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

Task 2B.3: Conduct Deficiency Analysis

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

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

Deliverable: Deficiency analysis results – pdf format only.

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

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



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

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

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

Task 3.1: Identify Study Area

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

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

Task 3.2: Update Existing Conditions

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

Task 3.3: Conduct Deficiency Analysis

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

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

Deliverable: List of deficient segments – pdf format only.

Task 3.4: Identify Fee Program Projects

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

11/28/2011



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

Task 3.5: Update Project Cost Estimates

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

Task 3.6: Select Link Analysis

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

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

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

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

Task 3.7: Address Existing Deficiencies

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

Task 3.8: Traffic Impact Fee Calculation

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

11/28/2011



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

Deliverable: Proposed Fee Tables – pdf format only.

Task 3.9: Documentation

Prepare Administrative Draft Report

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

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

Prepare Administrative Final Report

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

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

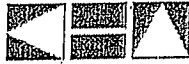
It is assumed that all meetings will occur in conjunction with those identified in Exhibit A and that no additional meetings are required.

Task 3.10: Environmental Coordination

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

Total Fee: \$36,500

11/28/2011



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Optional Task 3A: Public Process

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

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

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

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

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

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



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

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

See attached Exhibit 1 for Task 4 scope.

Task 4 Fee: \$83,663

11/28/2011

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

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

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

Introduction and Project Understanding

Introduction

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

Project Understanding

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

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

Scope of Work

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

Task 1. CEQA Support During CTIP/CVTIP Development

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

Task 2. CEQA Environmental Review for the CVTIP

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

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

Task 2.1. Initiate Project

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

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

Subtask 2.1.1. Project Alternatives

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

Subtask 2.1.2. Review Existing Technical Studies

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

Task 2.2. Prepare Administrative Draft CEQA document

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

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

Task 2.3. Prepare Public Draft CEQA Document

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

Task 2.4. Prepare Administrative Final CEQA Document

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

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

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

Task 2.5. Prepare Final CEQA Document and MMRP

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

Task 2.6. Attend Hearings

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

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

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

Task 2.8. Administrative Record (References)

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

Cost Estimate

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

Table 1: ICF Cost Summary

Task	Cost Estimate		Total Cost
	FY2011	FY2012	
Task 1: CEQA Support During CVTIP/Development	\$9,104		\$9,104
Task 2: CEQA Review for the CVTIP		\$74,559	\$74,559
TOTAL	\$83,663		\$83,663

MYA 5000 # 258



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2011

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																				
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INSURER C: Lexington Insurance Company		19437																			
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Kimley-Horn and Associates, Inc. P.O. Box 33068 Raleigh NC 27636																					

COVERAGES CERTIFICATE NUMBER: 11-12 (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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		P-630-8193B99A-TIL-11	12/1/2011	12/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		P-810-5724B497-TCT-11	12/1/2011	12/1/2012
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PSM-CUP-8193B99A-TIL-11	12/1/2011	12/1/2012	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	N/A	PJ-UB-8193B99-A-11	12/1/2011	12/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability		016017332	12/1/2011	12/1/2012	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 County of Monterey Contracts/Purchasing Division 168 W. 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 Matias Ormaza/JERRY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Policy Number: P-630-8193B99A-TIL-11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS INDUSTRYEDGESM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. Broadened Named Insured B. Incidental Medical Malpractice C. Reasonable Force – Bodily Injury Or Property Damage D. Non-Owned Watercraft – Increased To Up To 75 feet E. Aircraft Chartered With Pilot F. Extension Of Coverage – Damage To Premises Rented To You G. Personal Injury – Assumed by Contract H. Increased Supplementary Payments I. Additional Insured – Owner, Manager Or Lessor Of Premises J. Additional Insured – Lessor Of Leased Equipment K. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises L. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations | <ul style="list-style-type: none"> M. Who Is An Insured – Newly Acquired Or Formed Organizations N. Injury To Co-Employees And Co-Volunteer Workers O. Medical Payments Limit P. Knowledge And Notice Of Occurrence Or Offense Q. Other Insurance Condition R. Unintentional Omission S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract T. Amended Bodily Injury Definition U. Amended Insured Contract Definition – Railroad Easement V. Additional Definition – Written Contract Requiring Insurance |
|---|---|

PROVISIONS

A. BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The Named Insured in Item 1. of the Declarations is amended as follows:

The person or organization named in Item 1. of the Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. How-

ever, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission

committed by any of your "employees" who is employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic, in providing or failing to provide "incidental medical services" or "Good Samaritan services" to a person.

2. The following is added to the **DEFINITIONS** Section:

- a. "Incidental medical services" means medical, surgical, dental, laboratory, x-ray or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances; or first-aid.
- b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.

3. The following is added to Paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED**

Paragraphs (1) (a), (b), (c) and (d) above do not apply to any of your "employees" who are employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "incidental medical services" or "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.

4. The following exclusion is added to Paragraph 2. Exclusions of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

5. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to you or any of your "employees"

for "bodily injury" that arises out of providing or failing to provide "incidental medical services" or "Good Samaritan services", except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

6. The following is added to Paragraph 5. of **SECTION III - LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" in providing or failing to provide "incidental medical services" or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

C. REASONABLE FORCE PROPERTY DAMAGE - EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

a. **Expected Or Intended Injury Or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

D. NON-OWNED WATERCRAFT - INCREASED TO UP TO 75 FEET

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

2. The following is added to **SECTION II - WHO IS AN INSURED:**

Any person who, with your expressed or implied consent, either uses or is responsible for the use of a nonowned watercraft that is less than 75 feet and not being used to carry person or property for a charge is included as an insured under this Coverage Part.

E. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured; and
- (b) Not owned by any insured.

F. EXTENSION OF COVERAGE - DAMAGE TO PREMISES RENTED TO YOU

1. The following replaces the last paragraph of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE

2. The insurance under this Provision F. does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. The following replaces Paragraph 6. of SECTION III - LIMITS OF INSURANCE

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission

of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

G. PERSONAL INJURY - ASSUMED BY CONTRACT

The following replaces Exclusion e., Contractual Liability in Paragraph 2. of SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:

"Advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

H. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

COMMERCIAL GENERAL LIABILITY

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:**

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

I. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that you have agreed in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that "written contract requiring insurance"; and
- b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that "written contract requiring insurance".

2. The insurance provided to such additional insured under this Provision I. is subject to the following provisions:

- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the "written contract requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less; and
- b. The insurance afforded to such additional insured does not apply to:
- (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;
- (2) Any structural alterations, new construction or demolition operations

performed by or on behalf of such additional insured; or

- (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision I. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

J. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that you have agreed in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that "written contract requiring insurance"; and
- b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.

2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:

- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the "written contract requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less; and
- b. The insurance afforded to such additional insured does not apply:
- (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or
- (2) If the equipment is leased with an operator.

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

K. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

M. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4.a. of **SECTION II – WHO IS AN INSURED**:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy pe-

riod, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period.

N. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to **SECTION II – WHO IS AN INSURED**:

1. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
2. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee's" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.
3. Subparagraphs 2:a.(1)(a), (b) and (c) and 3:a. of **SECTION II – WHO IS AN INSURED** do not apply to "bodily injury" for which insurance is provided by paragraph 1. or 2. above.

O. MEDICAL PAYMENTS LIMIT

The following replaces paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown on the Declarations for Medical Expense Limit.

P. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2. **Duties in The Event of Occurrence, Offense, Claim Or**

COMMERCIAL GENERAL LIABILITY

Suit of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

Q. OTHER INSURANCE CONDITION

1. The following replaces Paragraph 4., Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insur-

ance" by the method described in c. below.

b. Excess insurance

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional insured under any other policy, including any umbrella or excess policy.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

2. The following definition is added to SECTION V – DEFINITIONS:

"Other insurance":

a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (1) Another insurance company;
- (2) Us or any of our affiliated insurance companies, except when the Non-cumulation of Each Occurrence Limit section of Paragraph 5. of **LIMITS OF INSURANCE** (Section III) or the Non-cumulation of Personal and Advertising Injury limit sections of Paragraph 4. of **LIMITS OF INSURANCE** (Section III) applies;
- (3) Any risk retention group;
- (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
- (5) Any similar risk transfer or risk management method.

b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of

Insurance shown on the Declarations of this Coverage Part.

R. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. Representations of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision R. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT

The following is added to Paragraph 8. Transfer of Rights of Recovery Against Others to Us of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

- 1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
- 2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
- 3. "Your work"; or
- 4. "Your products".

We waive these rights only where you have agreed to do so as part of a "written contract requiring insurance" entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

T. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a per-

COMMERCIAL GENERAL LIABILITY

son, including death resulting from any of these at any time.

U. AMENDED INSURED CONTRACT DEFINITION - RAILROAD EASEMENT

1. Subparagraph c. of the definition of "insured contract" in the **DEFINITIONS** Section is replaced by the following:
 - c. Any easement or license agreement;
2. Subparagraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

V. ADDITIONAL DEFINITION - WRITTEN CONTRACT REQUIRING INSURANCE

The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or written agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

SCHEDULED PERSONS OR ORGANIZATIONS

**THE COUNTY OF MONTEREY, ITS OFFICERS, AGENTS, AND EMPLOYEES
168 W. ALISAL STREET, 3RD FLOOR
SALINAS, CA 93901**

PROVISIONS

- A. The following is added to Paragraph c. in A. 1., Who is An Insured, of SECTION II-LIABILITY COVERAGE:**

Any person or organization shown above who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who is An Insured provision contained in Section II.

- B. The following is added to Paragraph 5., Other Insurance, in B. General Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

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| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

COMMERCIAL AUTO

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph e. in Paragraph B.7., **Policy Term, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

e. Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the

United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(1) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(a) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(b) Neither you nor any other involved "insured" will make any settlement without our consent.

(c) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(d) We will reimburse the "insured":

(i) For sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**;

(ii) For the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**,

and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(2) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

(3) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);

COMMERCIAL AUTO

- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the ex-

tent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



COUNTY OF MONTEREY PURCHASE ORDER

ORDER DATE 03-26-2012

DO 3000 0000002577

IMPORTANT

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST
APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS,
TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

VENDOR
KIMLEY-HORN & ASSOCIATES INC
2525 Corporate Place 2ND FI
WACHOVIA LOCKBOX #79063
Monterey Park CA 91754

SHIP TO
PUBLIC WRK
168 W. ALISAL ST.,
2ND FLOOR
SALINAS CA 93901

BILL TO
RMA FINANCE
168 W ALISAL STREET
2ND FLOOR
SALINAS CA 93901

VENDOR NUMBER: CV000001045

DELIVERY DATE: F.O.B.:

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
1	0.0		92593	PURCH DESC: PROFESSIONAL SERVICES AGREEMENT No. A-12164 BETWEEN KIMLEY-HORN AND ASSOCIATES, INC. AND THE COUNTY OF MONTEREY TO PROVIDE ENGINEERING SERVICES ASSOCIATED WITH THE COUNTY WIDE 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 CEQA ENVIRONMENTAL REVIEW FOR THE CVTIP FOR A TOTAL AMOUNT NOT TO EXCEED \$255,103. IT IS ESTIMATED THAT ONLY \$130,000 SHOULD BE ENCUMBERED FOR FY11-12. THE TERM OF THIS PURCHASE ORDER IS FROM 12/13/11 TO 06/30/12.			
			002 -- 3000 -- 8195 -- RMA012 -- 6613	COMM LINE DESC: Traffic & Transportation Eng			
							130,000.00

\$255,103
03-26-12
RMA

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at http://www.co.monterey.ca.us/admin/terms_conditions.htm

ORDER TOTAL 130,000.00

TAX EXEMPTION INFORMATION:
FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

COUNTY BUYER INFORMATION

EMAIL:

TELEPHONE:

AUTHORIZED BY COUNTY OF MONTEREY
DEPUTIZED PURCHASING AGENT

PRINT DATE: 03/26/12

CONTRACTS/PURCHASING DIVISION
168 W. Alisal St. 3rd Floor, Salinas, CA 93901