

## Attachment 4

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

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 plan review services for the East Garrison Phase 2 Improvement Plans and Final Map, as-built plan review, off-site roadway plans, and other miscellaneous plan review services as included in Exhibit A
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 \$50,000.
3. **TERM OF AGREEMENT.** The term of this Agreement is from March 17, 2014 to March 31, 2015, 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**

**Exhibit B**     **Addition to Paragraph 15, Miscellaneous Provisions, of Agreement**

**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. 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 the County has approved such insurance. 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, Broad form 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 \$500,000 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	Bill Wiseman
Name and Title	Name and Title
County of Monterey Resource Management Agency 168 West Alisal Street, 2nd Floor, Salinas, CA 93901	Kimley-Horn and Associates, Inc. 6 Quail Run Circle, Suite 102, Salinas, CA 93907
Address	Address
(831) 755-8966	(831) 783-0352
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.

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

COUNTY OF MONTEREY

CONTRACTOR

By: *[Signature]*  
Contracts/Purchasing Manager  
Date: 3-26-14  
County of Monterey

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

By: \_\_\_\_\_  
Department Head (if applicable)  
Date: \_\_\_\_\_

By: *[Signature]*  
(Signature of Chair, President, or Vice-President)\*  
CA PE 49422

Approved as to Form<sup>1</sup>  
By: *[Signature]*  
County Counsel  
Date: 3-13-14

ENDA MELVIN, SR. VICE PRESIDENT  
Name and Title  
Date: 3-7-2014

Approved as to Fiscal Provisions<sup>2</sup>  
By: *[Signature]*  
Auditor/Controller  
Date: 3-11-14

By: *[Signature]*  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*  
Thomas G. Coppins, Asst. Sec.  
Name and Title

Approved as to Liability Provisions<sup>3</sup>  
By: \_\_\_\_\_  
Risk Management  
Date: \_\_\_\_\_

Date: 3-10-14

KHACA  
03

\*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.

<sup>1</sup>Approval by County Counsel is required only if changes are made to the standard provisions of the PSA

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

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

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### **Kimley-Horn and Associates, Inc. Subsequent Phase 2 Plan Review for the East Garrison Specific Plan Project (PLN030204)**

This Exhibit A shall be incorporated by reference as part of the Professional Services Agreement governing work to be performed under the above referenced Agreement, the nature of the working relationship between the County of Monterey (COUNTY) and Kimley-Horn and Associates, Inc. (CONTRACTOR), and specific obligations of the CONTRACTOR.

Under the direction of COUNTY staff, CONTRACTOR shall provide plan review support services to COUNTY for the East Garrison Specific Plan (the Project). This scope of work addresses plan review services for Phase 2 Improvement Plans and Final Map, as-built plan review, off-site roadway plans, and other miscellaneous plan review services as identified below.

This plan review is essentially a “re-review” of the previous Phase 2 Improvement Plans and Final Map that were reviewed and approved by CONTRACTOR in April of 2008.

CONTRACTOR shall act on behalf of the COUNTY and, as directed by COUNTY, shall be responsible for the review of all plans and maps in order to facilitate and expedite the plan review process. It is anticipated that the COUNTY will provide support to CONTRACTOR as necessary for the following:

- Policy determinations
- Participation at regular development review and milestone meetings (as necessary)
- Direction for issues and/or issue resolution as requested by CONTRACTOR
- Review of recommendations by CONTRACTOR (as necessary)

It is anticipated that reviews will be performed for the following items:

- Conditions of Approval/Mitigation Monitoring
- Phase 2 On-Site and Off-Site Improvement Plans & Final Map
- Construction Cost Estimates (for Bond issuance)
- Subdivision Improvement Agreement
- Amended Urban Services Agreement

At the request of the UCP East Garrison, LLC (DEVELOPER) (and with COUNTY concurrence), CONTRACTOR and COUNTY may coordinate review of interim submittals to provide early identification of any issues or conflicts requiring resolution in advance of the final plan submittals.

CONTRACTOR's services will be provided on a Time and Materials basis with a limit on the total estimated fee as described below and in the Project Budget Estimate.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### 1 Condition Compliance/Mitigation Monitoring

#### 1.1 Conditions of Approval Review and Coordination

CONTRACTOR will act on behalf of the COUNTY by performing coordination and review services for compliance with the East Garrison Vesting Tentative Subdivision Map, together with the associated Specific Plan, Pattern Book, EIR, and transactional documents including the Disposition and Development Agreement (DDA) and First Implementation Agreement to the DDA.

Because CONTRACTOR has already reviewed and obtained COUNTY concurrence of compliance of these Conditions of Approval associated with the previous review, this task will entail a review of the Conditions to ascertain if there have been any changes in the development requirements since that last review which may cause the plans to be changed.

This task may require and include review by and a meeting with the COUNTY Interagency Review (IAR) Committee.

**Product:** Condition Status Matrix and Memo of Final Compliance

### 2 Plan Check & Final Map Review

#### 2.1 Review of Phase 2 Improvement Plans

The Phase 2 On-site and Off-site Improvement Plans (signed by RBF Consulting in April 2008) will be reviewed to ensure they remain in compliance with all submitted project documentation and with any changes to Monterey County and California State requirements since the last review was completed in 2008. This will include but not be limited to the following:

- Onsite and off-site roadway improvements and typical sections
- Intersection details
- Traffic signing and striping
- Bicycle and pedestrian paths
- Street lighting layout and illumination levels
- Water/wastewater, including recycling infrastructure (for conformance with County Standards only - Marina Coast Water District to review and approve separately)
- ADA compliance/access exhibits
- Landscaping and irrigation
- Comparison of improvement plans with the Vesting Tentative Map and the Phase 2 Final Map to assure compliance

CONTRACTOR shall provide written and redlined plan comments to the DEVELOPER's Engineer with copies of written comments to the COUNTY after each review. Given the fact that no changes are being proposed by the DEVELOPER, it is assumed that only one round of review will be required.

**Product:** Phase 2 Improvement Plan Mark-ups (if any) and signed memo confirming final compliance.

## **EXHIBIT A -- SCOPE OF SERVICES/PAYMENT PROVISIONS**

### **2.2 Review of Phase 2 Final Map**

For budgetary purposes, CONTRACTOR assumes that there will be one review of the Phase 2 Final Map. Services to be provided will include:

- Review the form of the Final Map to verify conformance with the Subdivision Map Act and Monterey County requirements currently in effect, including review of cover sheet statements and certifications.
- Review of exhibits and closure calculations.

**Product:** Phase 2 Final Map Review Comments

### **2.3 Review of Subdivision Improvement Agreement**

CONTRACTOR will review the draft Phase 2 Subdivision Improvement Agreement prepared by COUNTY staff with regard to its consistency with the Improvement Plans, cost estimates, Final Map, and Conditions of Approval.

**Product:** Subdivision Improvement Agreement Review Comments

### **2.4 Review of Technical Studies and Reports**

CONTRACTOR will review the existing technical studies and reports submitted previously to determine if they are adequate or require updating based on current regulatory requirements or revisions based on changes to the project. These studies include the Storm Water Pollution Prevention Plan (SWPPP), biological studies and associated mitigation requirements during construction and the drainage bond.

### **2.5 Review of Legal Descriptions and Easements**

CONTRACTOR will review legal descriptions and easement exhibits for consistency with Monterey County requirements and standard engineering practices. Given the fact that this is a subsequent review of the previous East Garrison Phase 2 Final Map, the focus of the review will be on the documentation of proper ownership identification and title. Documents reviewed will pertain to the following items:

- Phase 2 Final Map

**Product:** Phase 2 Legal Descriptions and Easements Review Comments

### **2.6 Construction Cost Estimates & Bond**

CONTRACTOR will review the construction cost estimates as provided by the DEVELOPER to confirm that the per unit estimates are generally consistent with current market rates for similar types of construction activities. Recommended revisions will be noted as comments made directly on the costs estimates. CONTRACTOR will verify cost estimates in coordination with COUNTY Staff.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### 3 Review and Approval of Field Changes/Plan Revisions

CONTRACTOR will crosscheck the plans during the As-Built plan process. The check will include the verification that conditions were complied with and that field changes, design changes, and formal revisions to the plans have been included on the plans. If required by the COUNTY, site visits can be included for field verification of design requirements.

### 4 Meetings and Project Management

#### 4.1 Issues Resolution Meetings and Consultation

It is anticipated that meetings and consultation with COUNTY, the DEVELOPER, DEVELOPER's Engineer, and other staff will be effective in facilitating resolution of issues resulting from the reviews, as well as defining a process and scope for conducting this subsequent Phase 2 plan review. For budgetary purposes it is assumed that ten (10) meetings will be required.

#### 4.2 On-going Project Management and Coordination

The CONTRACTOR shall provide on-going project management support and coordination with staff from COUNTY and with representatives of the DEVELOPER. This task includes as-needed issue resolution, scheduling and billing, administrative contract oversight, and other general tasks as requested by COUNTY, and DEVELOPER with prior COUNTY approval.

### 5 Project Budget Estimate

Task	Budget Estimate
1. Condition Compliance/Mitigation Monitoring	\$5,000
2. Plan Check & Final Map Review	\$25,000
3. Review and Approval of Field Changes/Plan Revisions	\$20,000
<b>Total Estimated Fee (not to Exceed)</b>	<b>\$50,000</b>

Work shall be billed on a time-and-materials (T&M) basis. When CONTRACTOR's effort on any task reaches 80 percent of the budgeted amount, or as soon as CONTRACTOR identifies extra effort is being expended on a task, COUNTY staff and CONTRACTOR shall review the status of the work to determine whether additional funds to complete these review services are appropriate. For budgeting purposes it is assumed that an average of one review of each submittal will be required. Any modification of the amount of any task will require an amendment to this Agreement prior to implementation of such work.

1. Project Term: This Agreement shall become effective on the date of the signed Agreement, and shall proceed through March 31, 2015. Any extension of the Project Term shall require an amendment to this Agreement prior to the termination date.
2. The hourly rates contained herein shall apply to work performed during the Project Term. Any modification or changes to these billing rates will require an amendment to this Agreement.



## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### Schedule of Billing Rates

Category	Hourly Rate
Analyst I*	\$100.00
Analyst II	\$105.00
Analyst III	\$110.00
Analyst IV	\$115.00
Analyst V	\$125.00
Engineer/Planner I	\$135.00
Engineer/Planner II	\$145.00
Engineer/Planner III	\$160.00
Engineer/Planner IV	\$170.00
Engineer/Planner V	\$185.00
Senior Engineer/Planner I	\$200.00
Senior Engineer/Planner II	\$210.00
Senior Engineer/Planner III	\$230.00
Senior Engineer/Planner IV	\$245.00
Senior Engineer/Planner V	\$275.00
CADD Operator*	\$100.00
Senior CADD Operator*	\$110.00
Designer	\$125.00
Administrator/Accountant I*	\$70.00
Administrator/Accountant II*	\$80.00
Administrator/Accountant III*	\$90.00
Administrator/Accountant IV	\$100.00
Administrator/Accountant V	\$115.00
Administrator/Accountant VI	\$130.00

\*Overtime work is charged at 1.5 times the normal billing rate for non-exempt staff.

Expenses and subconsultant costs shall be billed at actual cost (NO MARK-UP).

**EXHIBIT B – ADDITION TO PARAGRAPH 15, MISCELLANEOUS PROVISIONS, OF AGREEMENT**

- 15.18 Force Majeure. "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities. If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this Agreement for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure. CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/7/2014

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

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

<b>PRODUCER</b> Greyling Insurance Brokerage 450 Northridge Parkway Suite 102 Atlanta GA 30350		<b>CONTACT NAME:</b> Jerry Noyola <b>PHONE (A/C, No. Ext):</b> (770) 552-4225 <b>FAX (A/C, No):</b> (866) 550-4082 <b>E-MAIL ADDRESS:</b> jerry.noyola@greyling.com															
<b>INSURED</b> Kimley-Horn and Associates, Inc. P.O. Box 33068 Raleigh NC 27636		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: National Union Fire Ins. Co.</td><td>19445</td></tr><tr><td>INSURER B: Commerce &amp; Industry Insurance</td><td>19410</td></tr><tr><td>INSURER C: New Hampshire Insurance Company</td><td>23841</td></tr><tr><td>INSURER D: Lexington Insurance Company</td><td>19437</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: National Union Fire Ins. Co.	19445	INSURER B: Commerce & Industry Insurance	19410	INSURER C: New Hampshire Insurance Company	23841	INSURER D: Lexington Insurance Company	19437	INSURER E:		INSURER F:	
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**COVERAGES** **CERTIFICATE NUMBER:** 13-14 (Kimley Janice) **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			GL 9645227	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA 4982985	4/1/2013	4/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>B</b> <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			BE 016395110	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<b>C</b> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			WC 018112556 WC 018112557 (CA)	4/1/2013 4/1/2013	4/1/2014 4/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>Professional Liability</b>			016017332	12/1/2012	4/1/2014	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: East Garrison Phase 2 Improvement Plans & Final Map; Bill Wiseman. The County of Monterey, its officers, agents & employees are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. The above referenced liability policies with the exception of professional liability are primary & non-contributory where required by written contract.

<b>CERTIFICATE HOLDER</b> County of Monterey Dalia M. Mariscal-Martinez 168 West Alisal Street 2nd Floor Salinas, CA 93901	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> David Collings/JERRY <i>David H. Collings</i>
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
<b>AS REQUIRED BY WRITTEN CONTRACT</b>	<b>AS REQUIRED BY WRITTEN CONTRACT</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location

designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard."

**ENDORSEMENT**

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

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

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

*This endorsement modifies insurance provided under the following:*


**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

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

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

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

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

  
\_\_\_\_\_  
Authorized Representative or  
Countersignature (in States Where  
Applicable)

## ENDORSEMENT

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

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

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

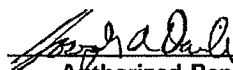
#### **SCHEDULE**

#### **ADDITIONAL INSURED:**

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

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

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

  
\_\_\_\_\_  
Authorized Representative or  
Countersignature (in States Where  
Applicable)



**ENDORSEMENT**

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

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

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED**

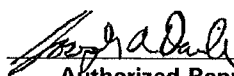
*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

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

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

All other terms and conditions remain unchanged.

  
Authorized Representative or  
Countersignature (in States Where  
Applicable)

## ENDORSEMENT

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

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

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

*This endorsement modifies insurance provided under the following:*

#### **BUSINESS AUTO COVERAGE FORM**

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

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

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

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

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE