

# Attachment 1

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

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

**WHEREAS**, CONTRACTOR entered into a Professional Services Agreement with County on March 26, 2014 (hereinafter, "Agreement") to provide plan review services as built plan review, off-site roadway plans, and other miscellaneous plan review services (hereinafter, "services") for the East Garrison Phase 2 Improvement Plans and Final Map (hereinafter, "Phase 2 of the East Garrison Project") through March 31, 2015 for an amount not to exceed \$50,000; and

**WHEREAS**, Agreement was amended by the Parties on March 23, 2015 (hereinafter, "Amendment No. 1") to extend the term for fifteen (15) additional months through June 30, 2016 with no increase in the Agreement's not to exceed amount; and

**WHEREAS**, Agreement was amended by the Parties on June 30, 2016 (hereinafter, "Amendment No. 2"), to extend the term for three (3) additional years through June 30, 2019 with no increase in the Agreement's not to exceed amount; and

**WHEREAS**, Phase 2 of the East Garrison Project has been completed; and

**WHEREAS**, the County has identified a need to expand the Agreement's original scope to include plan review services for Phase 3 of the development, including the Subdivision Improvement Agreement, Final Map and Infrastructure Plans (hereinafter, "Phase 3 of the East Garrison Project"), as further set out in Exhibit A-1 attached hereto and incorporated herein by reference; and

**WHEREAS**, the Parties wish to further amend the Agreement to increase the amount by \$84,800 for a total amount not to exceed \$134,800 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 3.

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

1. Amend Paragraph 1, “Services to be Provided”, to read as follows:

“The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A and A-1 in conformity with the terms of this Agreement. The services are generally described as follows: Under direction of County staff, assist County staff to provide plan review services for Phase 3 of the East Garrison development, including the Infrastructure Improvement Plans, Final Map, and Subdivision Improvement Agreement, as well as review of as-built plans, off-site roadway plans, and other miscellaneous plan review services as included in Exhibits A and A-1.

2. Amend Paragraph 2, “Payments by County”, to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A and A-1, 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 \$134,800.

3. Amend Paragraph 4, “Additional Provisions/Exhibits”, by adding “Exhibit A-1, Scope of Services/Payment Provisions”.
4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 3 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
6. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

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

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_  
Contracts/Purchasing Officer

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

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

By: Cynthia L. Hasson  
Cynthia L. Hasson  
Deputy County Counsel

Date: 1-13-17

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_  
Auditor/Controller

Date: HA 2-17

**Approved as to Indemnity and Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

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

Kimley-Horn and Associates, Inc.

Contractor's Business Name

By: Jeffrey B. Allen, Vice President  
(Signature of Chair, President or Vice President)

Its: Jeffrey B. Allen Vice President  
(Print Name and Title)

Date: 1/06/2017 JBA

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

Its: Fredrick Venter, PE, Associate/Asst  
(Print Name and Title) PE # 64621 Sec

Date: 01/06/2017

\*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.

## **EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

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

This Exhibit A-1 shall be incorporated by reference as part of the Agreement governing work to be performed under the above referenced Agreement, the nature of the working relationship between the County and 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 addresses plan review services for Phase 3 grading plans, infrastructure improvement plans and Final Map, as-built plans, off-site roadway plans, and other miscellaneous plan review services as identified below.

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)
- Providing existing documents such as parcel maps, easements, titles, and deeds

It is anticipated that reviews shall be performed by CONTRACTOR for the following items:

- Conditions of Approval/Mitigation Monitoring
- Phase 3 Grading Plans
- Phase 3 On-Site and Off-Site Improvement Plans and Final Map
- Construction Cost Estimates (for Bond issuance)
- Subdivision Improvement Agreement

At the request of the East Garrison Developer (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 shall be provided on a time and materials (T & M) basis with a limit on the total estimated fee as described below and in the Project Budget Estimate.

## EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

### 1 Condition Compliance/Mitigation Monitoring

#### 1.1 Conditions of Approval Review and Coordination

CONTRACTOR shall act on behalf of 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, Environmental Impact Report EIR, and transactional documents including the Disposition and Development Agreement (DDA), and the Amended and Restated First Implementation Agreement to the DDA.

This task shall entail a review of those Conditions of Approval (COA) associated with Phase 3 of the development to ascertain if there have been any changes in the development requirements since Phase 2 which may cause the conditions or plans to be changed.

This task may require on-going coordination with County staff and the Project development team.

*Deliverable(s): Condition Status Matrix and Memo of Final Compliance*

### 2 Plan Check & Final Map Review

#### 2.1 Review of Phase 3 Improvement Plans

The Phase 3 on-site and off-site Improvement Plans shall be reviewed by CONTRACTOR to ensure they remain in compliance with all submitted Project documentation and with any changes to County and California State requirements.

On-site improvements include residential lots, the Arts Habitat lots, public parking lots, open space, and the roadways including Watkins Gate Road. Off-site improvements include the intersection of Watkins Gate Road and Reservation Road.

Tasks shall include, but not be limited to, review of the plans for the following:

- On-site and off-site roadway improvements and typical sections
- Intersection improvements at Watkins Gate Road and Reservation Road
- Widening of Reservation Road to accommodate turning
- Roadway plans for Watkins Gate Road
- Intersection details
- Traffic signing and striping (if applicable)
- 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)
- Americans with Disabilities Act (ADA) compliance/access exhibits
- Landscaping and irrigation
- Comparison of improvement plans with the Vesting Tentative Map and the Phase 3 Final Map to assure compliance

## **EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

CONTRACTOR shall provide written and redlined plan comments to the Developer's engineer with copies of written comments to the County after each review. It is assumed that two (2) rounds of review will be required.

***Deliverable(s):** Phase 3 Improvement Plan mark-ups (if any) and signed memo confirming final compliance.*

### **2.2 Review of Phase 3 Final Map**

For budgetary purposes, CONTRACTOR assumes there will be a minimum of two reviews of the Phase 3 Final Map. Services to be provided shall 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.

***Deliverable(s):** Phase 3 Final Map Review Comments*

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

If directed in writing by COUNTY staff, CONTRACTOR shall review the draft Phase 3 Subdivision Improvement Agreement, to be prepared by County staff, with regard to its consistency with the Improvement Plans, cost estimates, Final Map, and COA.

***Deliverable(s):** Subdivision Improvement Agreement Review Comments*

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

CONTRACTOR shall review all 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 may include, but not be limited to, the Storm Water Pollution Prevention Plan (SWPPP), biological studies and associated mitigation requirements during construction, the drainage bond, and amended Urban Services Agreement.

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

CONTRACTOR shall review legal descriptions and easement exhibits for consistency with County requirements and standard engineering practices. All easement documents related to the new/proposed roadways and utilities (water, sewer, storm, power, etc.) that are not shown on the Phase 3 Final Map are not included in this task. This task shall be limited to the legal descriptions and easements depicted on the Phase 3 Final Map.

***Deliverable(s):** Phase 3 Legal Descriptions and Easements Review Comments*



## **EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

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

CONTRACTOR shall review the quantities provided in the construction cost estimates as provided by the DEVELOPER to confirm general consistency with the plans. CONTRACTOR shall review the unit costs provided in the estimates to confirm that they are generally consistent with current market rates for similar types of construction activities. Current market rates shall be determined by readily available information; detailed unit cost research is not included in this scope. Recommended revisions shall be noted as comments made directly on the costs estimates.

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

CONTRACTOR shall review field changes that arise during construction as needed. A maximum of three (3) delta revisions on construction plans prepared by Developer's engineer are included in this task. CONTRACTOR shall review the record drawings submitted by Developer to verify that the COA have been met and documented. This task shall include up to a maximum of three (3) field meetings during construction.

### **4 Meetings and Project Management**

#### **4.1 Issues Resolution Meetings and Consultation**

It is anticipated that meetings and consultation with County, 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 3 plan review. For budgetary purposes it is assumed that fifteen (15) meetings will be required.

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

CONTRACTOR shall provide on-going project management support and coordination with County staff and Developer's representatives. This task shall include 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 Assumptions**

This scope includes the following assumptions:

- Dry utility plan check (electric, telecom, fiber, gas, etc.) is excluded from this scope.
- Geotechnical report review is excluded from this scope.
- Structural elements review is excluded from this scope.
- One (1) traffic signal will be reviewed as a part of this scope and will be located at the intersection of Reservation Road and Watkins Gate Road.
- Review of existing infrastructure capacity such as sewer main, water main, and storm drain main lines are not included in this scope.
- Environmental assessment or studies reviews are not included in this scope.
- Temporary traffic control plan and haul route plan review are not included in this scope.

## EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Retaining wall design, structural analysis and shoring design review are not included in this scope.

### 6 Project Budget Estimate

The effort anticipated to complete this work is based on the CONTRACTOR'S team's experience for the quantity and nature of work that can reasonably be anticipated for the outlined scope. Cost estimates provided for the tasks listed below are best-estimates at the time of Agreement execution; actual invoiced task amounts may vary from the initial task estimates. An amendment to the Agreement is not required if the total of the task allocated budget amount(s) does not exceed the overall Agreement not-to-exceed amount.

In the event that the CONTRACTOR costs are to exceed the task allocated budget amount(s) and subject to written approval by the Director of the Resource Management Agency or designee, CONTRACTOR shall notify County in advance and as soon as possible in writing and clearly describe how CONTRACTOR will achieve net fiscal neutrality.

CONTRACTOR shall provide COUNTY with a written request with justification and cost estimate to request additional funding for unforeseen tasks that arise outside this scope of work and may exceed the allocated budget amount.

Task	Budget Estimate
1. Condition Compliance/Mitigation Monitoring	\$15,000
2. Plan Check & Final Map Review	\$35,000
3. Review and Approval of Field Changes/Plan Revisions	\$10,000
4. Meetings and Project Management	\$20,000
<i>Labor sub total</i>	<i>\$80,000</i>
Expenses (6% of labor)	\$4,800
<b>Total Estimated Fee (Not to Exceed)</b>	<b>\$84,800</b>

Work shall be billed on a time and material (T&M) basis. All work shall be billed per the Hourly Rate Schedule shown below for the duration of this Agreement.

Technical Support	\$ 110.00 - \$125.00
Senior Technical Support	\$130.00 - \$180.00
Support Staff	\$ 85.00 - \$105.00
Professional	\$ 100.00 - \$165.00
Senior Professional	\$155.00 - \$310.00
Principal	\$310.00 - \$310.00

## **EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

### Expenses

Direct Expense Mark-Up	15.00%
Subconsultant Mark-Up	15.00%
Office Expenses	6%

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