

**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

By: [Signature]
Contracts/Purchasing Officer

Date: 2-24-17

**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: [Signature]
Auditor/Controller

Date: 1/13/17

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

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

CONTRACTOR*

Kimley-Horn and Associates, Inc.

Contractor's Business Name

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

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

Date: 1/06/2017

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

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

Date: 01/06/2017

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
Total Estimated Fee (Not to Exceed)	\$84,800

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%

Client#: 25320

KIMLHORN

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2016

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 Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022 877 908-5619		CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com													
INSURED Kimley-Horn and Associates, Inc. P.O. Box 33068 Raleigh, NC 27636		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A: National Union Fire Ins. Co.</td> <td>NAIC # 19445</td> </tr> <tr> <td>INSURER B: Commerce & Industry Ins. Co.</td> <td>19410</td> </tr> <tr> <td>INSURER C: New Hampshire Ins. Co.</td> <td>23841</td> </tr> <tr> <td>INSURER D: Lloyds of London</td> <td>085202</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A: National Union Fire Ins. Co.	NAIC # 19445	INSURER B: Commerce & Industry Ins. Co.	19410	INSURER C: New Hampshire Ins. Co.	23841	INSURER D: Lloyds of London	085202	INSURER E:		INSURER F:	
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INSURER C: New Hampshire Ins. Co.	23841														
INSURER D: Lloyds of London	085202														
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 16-17

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			5268169	04/01/2016	04/01/2017	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 - COMPROP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <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			4489663	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			BE013778306	04/01/2016	04/01/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	15893685 (AOS)	04/01/2016	04/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000
A				15893686 (CA)	04/01/2016	04/01/2017	E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab			P070831600	04/01/2016	04/01/2017	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: All Operations. The County of Monterey, its officers, agents & employees are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. The above referenced liability policies with the exception of professional liability are primary & non-contributory where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

County of
 Monterey Contracts/Purchasing
 Department
 168 West Alisal Street 3rd Floor
 Salinas, CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such 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.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of

Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 4/1/2016 forms a part of

policy No. 5268169 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. 4/1/2016 forms a part of

policy No. 4489663 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. 4/1/2016 forms a part of

policy No. 4489663 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. 4/1/2016 forms a part of

policy No. 4489663 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

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clauses" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 4/1/2016 forms a part of Policy No. 15893686

Issued to KIMLEY-HORN AND ASSOCIATES, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

