

Attachment 1

Draft PSA with Kimley-Horn

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**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS**

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 B** in conformity with the terms of this Agreement. The services are generally described as follows:

Provide engineering services associated with the Countywide Fee Program Nexus Study; Agriculture and Winery Corridor Plan Impact; Carmel Valley Transportation Improvement Program (CVTIP) Traffic Analysis and Fee Calculation, and California Environmental Quality Act (CEQA) Environmental Review for the CVTIP

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit B**, 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 **\$371,708**.
3. **TERM OF AGREEMENT.** The term of this Agreement is from **July 1, 2026, to June 30, 2028**, 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 **Prior Agreement Reference & Project Continuity Statement**
Exhibit B **Scope of Services/Payment Provisions**

5. **PERFORMANCE STANDARDS.**

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

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

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

6. PAYMENT CONDITIONS.

6.01 CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than thirty (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 thirty (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 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 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 County, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against County is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

8.03 Indemnification for All Other Claims or Loss: For any claim, loss, injury, damage, expense or liability other than claims arising out of 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 County, or defect in a design furnished by 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 Division, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.02 Qualifying Insurers: All coverages, 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 A.M. Best Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

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, and \$2,000,000 in the aggregate.

(Note: Any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Automobile Liability Coverage: Must include all motor vehicles, including scheduled, , non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: Any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County 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.

(Note: Any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County 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 (3) years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional contractors, such as computer or software designers, technology services, and service providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

- 9.04 Other 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 (3) 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 (30) 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.

Additional Insured Status: The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, and CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Insurance Waiver of Subrogation: The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements 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 (5) 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 always 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 the County's Contract Administrator and the County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, the County shall notify the CONTRACTOR and CONTRACTOR shall have five (5) 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 the 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 (3) 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- (3-) 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 (3) 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 the County.

10.06 Format of Deliverables. For this section, “Deliverables” shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines (“WCAG”) 2.1, pursuant to the Americans with Disabilities Act (“ADA”). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format (“PDF”) and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

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, or any other characteristic set forth in California Government code § 12940(a), 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, the County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. COMPLIANCE WITH APPLICABLE LAWS.

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County’s Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14. 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 the 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.

15. 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:
Kathy Nielsen, Management Analyst II Name and Title	Frederik Venter, PE Name and Title
1441 Schilling Place, South 2 nd Floor Salinas, CA 93901 Address	2801 Monterey Salinas Highway, Suite K Monterey, CA 93940 Address
(831) 755-4832 194-HCD-Contracts@countyofmonterey.gov Phone/Email	(831) 768-6073 Frederik.Venter@Kimley-Horn.com Phone/Email

16. MISCELLANEOUS PROVISIONS.

16.01 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.

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

16.03 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.

16.04 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.

- 16.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 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.
- 16.07 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.
- 16.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 16.11 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.
- 16.12 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.
- 16.13 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.
- 16.14 Integration. This Agreement, including the exhibits, represents 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.
- 16.15 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.

16.16 Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

17. CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC Section 7001 *et seq.*; California Government Code section 16.5, and California Civil Code section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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18. SIGNATURE PAGE.

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

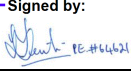
COUNTY OF MONTEREY

CONTRACTOR

By: _____
Chief Contracts & Procurement Officer

KIMLEY-HORN & ASSOCIATES, INC.
Contractor's Business Name

Date: _____

By:  _____
(Chair, President or Vice President) *

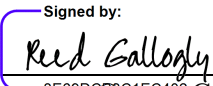
By: N/A
Department Head (if applicable)


Frederik Venter, PE, Senior Vice President
Name and Title

Date: _____

Date: 6/8/2026

**Approved as to Form
Office of the County Counsel¹
Susan K. Blicht, County Counsel**

By:  _____
County Counsel

By:  _____
(Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Date: 6/10/2026

Date: 6/10/2026

Approved as to Fiscal Provisions²

Auditor/Controller

Date: 6/10/2026

**Reviewed as to Liability Provisions³
Office of the County Counsel
Risk Management**

By: N/A
David Bolton, Risk Manager

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers (Corporations Code §17703.01, subs. (a) and (d)). If the CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute 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.

¹Approval by the Office of County Counsel is required.

² Approval by Auditor-Controller is required.

³ Review by Risk Manager is required only if changes are made in the Indemnification or Insurance paragraphs.

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**EXHIBIT A
PRIOR AGREEMENT REFERENCE
and PROJECT CONTINUITY STATEMENT**

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

1. Prior Agreement Identification

This Agreement is a continuation of services previously authorized under Professional Services Agreement A-12164 (“Agreement”), including any and all duly executed amendments thereto (collectively, the “Prior Agreement”), between the County of Monterey and Kimley-Horn and Associates, Inc.

2. Background and Purpose

Under the Prior Agreement, CONTRACTOR provided engineering services related to Countywide Fee Program Nexus Study; Agriculture and Winery Corridor Plan Impact; Carmel Valley Transportation Improvement Program (CVTIP) Traffic Analysis and Fee Calculation; and California Environmental Quality Act (CEQA) Environmental Review for the CVTIP.

The County desires to continue such services without interruption while incorporating updated contractual provisions consistent with current County standards and requirements.

3. Continuity of Services

This Agreement supersedes the Prior Agreement with respect to all services performed on or after the effective date set forth herein. All services performed under this Agreement shall be governed exclusively by the terms and conditions of this Agreement, including updated provisions required by County policy, state law, and applicable regulations.

4. No Duplication of Compensation

The County shall not compensate CONTRACTOR for any services performed under the Prior Agreement that were previously invoiced or paid. Compensation under this Agreement shall be limited to services performed during the term of this Agreement and in accordance with the terms set forth herein.

5. Incorporation by Reference

This Exhibit A is incorporated into and made a part of this Agreement. It is intended solely to document the relationship between the Prior Agreement and this Agreement and does not modify the substantive scope, compensation, or obligations set forth in other provisions of this Agreement.

EXHIBIT A
PRIOR AGREEMENT REFERENCE
and PROJECT CONTINUITY STATEMENT

6. Amendment History

The Prior Agreement was amended as follows:

- Professional Services Agreement – Executed 01/10/12; Term of 12/13/11 to 6/30/13 in the amount of \$255,163.
- Amendment No. 1 – Executed 01/10/12 – Increased Agreement amount by \$97,090 for a new Agreement amount of \$352,253; extended term six months to 12/31/23; added Task 5.
- Amendment No. 2 – Executed 12/20/13 – Increased Agreement amount by \$12,090 for a new Agreement amount of \$364,343; extended the term one year to 12/31/13; expanded study area.
- Amendment No. 3 – Executed 08/01/14 – Increase Agreement amount by \$7,365 for a new Agreement amount of \$371,708 and extend the term one year to 12/31/15; amend Task 1.
- Amendment No. 4 – Executed 12/17/15 – Extended term two years to 06/30/17.
- Amendment No. 5 – Executed 06/26/17 – Extended term one year to 06/30/18.
- Amendment No. 6 – Executed 06/29/18 – Extended term two years to 06/30/21.
- Amendment No. 7 – Executed 07/07/21 – Extended term one year to 06/30/22.
- Amendment No. 8 – Executed 04/07/22 – Extended term one year to 06/30/23.
- Amendment No. 9 – Executed 03/30/23 – Extended term one year to 06/30/24.
- Amendment No. 10 – Executed 05/20/24 – Extended term two years to 06/30/26.

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EXHIBIT B - SCOPE OF WORK/PAYMENT PROVISIONS

This Exhibit B is comprised of the following:

1. Exhibit A from base Agreement A-12164
2. Exhibit A-1 from Amendment No. 1
3. Exhibit A-2 from Amendment No. 2
4. Exhibit A-3 from Amendment No. 3



Kimley-Horn
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Task 1: Countywide Fee Program Nexus Study

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

Task 1.1: Conduct Deficiency Analysis

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

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

Deliverable: List of deficient segments – pdf format only.

Task 1.2: Identify Fee Program Projects

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

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

Task 1.3: Update Project Cost Estimates

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

Task 1.4: Select Link Analysis

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

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

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

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

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

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

Task 1.5: Address Existing Deficiencies

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

Task 1.6: Traffic Impact Fee Calculation

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

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

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

Task 1.7: Documentation

Prepare Administrative Draft Report

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

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

Prepare Draft and Final Reports

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

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

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

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

Task 1.8: Environmental Coordination

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

Task 1.9: Meetings

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

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

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

Total Fee: \$75,000

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Task 2: Agriculture and Winery Corridor Plan Impact Fee

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

Task 2.1: Conduct Roadway Operations Review

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

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

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

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

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

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

Task 2.2: Identify Fee Program Projects

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

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

Task 2.3: Project Cost Estimates

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

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

Task 2.4: Traffic Impact Fee Calculation

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

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

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

Deliverable: Proposed Fee Tables – pdf format only.

Task 2.5: Documentation

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

Task 2.6: Meetings

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

Total Fee: \$27,000

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

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

Task 2A.1: Trip Generation

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

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

Task 2A.2: Traffic Impact Fee Calculation

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

Deliverable: Proposed Fee Tables – pdf format only.

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

Optional Task 2B: AWCP Capacity-Based Deficiency Analysis

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

Task 2B.1: Existing Conditions

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

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

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

Task 2B.2: Trip Assignment

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

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

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

Task 2B.3: Conduct Deficiency Analysis

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

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

Deliverable: Deficiency analysis results – pdf format only.

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

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

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

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

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

Task 3.1: Identify Study Area

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

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

Task 3.2: Update Existing Conditions

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

Task 3.3: Conduct Deficiency Analysis

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

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

Deliverable: List of deficient segments – pdf format only.

Task 3.4: Identify Fee Program Projects

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

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

Task 3.5: Update Project Cost Estimates

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

Task 3.6: Select Link Analysis

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

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

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

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

Task 3.7: Address Existing Deficiencies

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

Task 3.8: Traffic Impact Fee Calculation

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

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

Deliverable: Proposed Fee Tables – pdf format only.

Task 3.9: Documentation

Prepare Administrative Draft Report

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

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

Prepare Administrative Final Report

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

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

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

Task 3.10: Environmental Coordination

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

Total Fee: \$36,500

11/28/2011



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Optional Task 3A: Public Process

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

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

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

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

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

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

11/28/2011



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

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

See attached Exhibit 1 for Task 4 scope.

Task 4 Fee: \$83,663

11/28/2011

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

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

Introduction and Project Understanding

Introduction

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

Project Understanding

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

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

Scope of Work

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

Task 1. CEQA Support During CTIP/CVTIP Development

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

Task 2. CEQA Environmental Review for the CVTIP

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

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

Task 2.1. Initiate Project

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

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

Subtask 2.1.1. Project Alternatives

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

Subtask 2.1.2. Review Existing Technical Studies

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

Task 2.2. Prepare Administrative Draft CEQA document

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

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

Task 2.3. Prepare Public Draft CEQA Document

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

Task 2.4. Prepare Administrative Final CEQA Document

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

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

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

Task 2.5. Prepare Final CEQA Document and MMRP

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

Task 2.6. Attend Hearings

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



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

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

Task 2.8. Administrative Record (References)

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



Cost Estimate

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

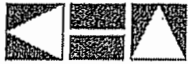
Table 1: ICF Cost Summary

Task	Cost Estimate	
	FY2011-2012	Total Cost
Task 1: CEQA Support During GTIP/CVTIP Development	\$9,104	\$9,104
Task 2: CEQA Review for the CVTIP	\$74,559	\$74,559
TOTAL	\$83,663	\$83,663

**Exhibit A-1 from Amendment No. 1
dated January 8, 2013**

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EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS



Kimley-Horn
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Task 5: Carmel Valley Road Corridor Study

Amend Kimley-Horn and Associates (KHA) contract for Countywide Nexus Fee Study/Carmel Valley Transportation Improvement Program (CVTIP)/Agriculture and Winery Corridor Plan (AWCP) Fee Study, to add an additional task, Task 5, to analyze corridor improvements on Carmel Valley Road.

Project Understanding:

Based on requests by Carmel Valley residents, the County of Monterey wishes to analyze roadway operations along Carmel Valley Road. The analysis will consider the most constrained portion of the roadway, extending from Rancho San Carlos Road to Laureles Grade. An operations analysis of the existing roadway will be performed to identify opportunities for operational improvements. This operations analysis will consider roadway capacity, roadway volumes, accident history, truck flows, and multi-modal activity. Potential improvements along the study area will be identified. Improvements to be considered may include roundabouts, turn lanes, passing lanes and shoulder improvements. Conceptual horizontal layouts and opinions of probable cost will be prepared.

Tasks to be Completed:

Task 5.1: Data Collection

Task 5.1.1: Perform Traffic Counts

Intersection turning movement counts will be performed at up to seven (7) intersections on a single weekday between the hours of 7 and 9 a.m. and 2 and 6 p.m. Pedestrian and bicycle counts will be collected during these times as well.

Directional roadway segment counts will be performed at up to one (1) roadway segment for a seven-day period.

Deliverable: Raw count data – pdf format only.

Task 5.1.2: Obtain Accident History

The County of Monterey will provide collision data for the study area for a recent 5-year period. The collision data will include the type of incident, extent of resulting injury, date, time of day, and the location.

Task 5.1.3: Observations of Corridor Operations

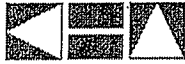
KHA will perform one site visit to the corridor to observe various corridor operations, including public transit service, truck traffic frequency and effects on circulation, and bicycle and pedestrian activity.

Task 5.1.4: Review of Available Data

County staff will provide, and KHA will review, previous studies and planned projects within the study corridor. This review will include both CIP projects and private developer projects.

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EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS



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KHA, with the support of County staff where needed, will coordinate with Monterey-Salinas Transit to obtain transit ridership estimates for the study area.

Total Cost for Task 5.1: \$7,795

Optional Task 5.1.A: Additional Traffic Count Data

Roadway traffic count data indicating vehicle type would be collected at various points along the corridor. This would allow calculation of truck percentages at various locations, providing further calibration of analysis models and understanding of truck flows. Should this information be deemed necessary, seven-day (7) directional vehicle classification counts be collected at each of the four roadway study segments.

Total Cost of Optional Task 5.1A: \$1,850

Total Cost for Task 5.1, Including Optional Task: \$9,645

Task 5.2: Existing Conditions Analysis

Two options are presented for the completion of this task. One option is to use traditional analysis tools including Synchro and HCS. The second option is to develop a micro-simulation model using the VISSIM software package. Option one may provide relatively less sensitivity when evaluating the effects of operational improvements. KHA will perform either Task 5.2A or 5.2B, as to be determined by the County.

Task 5.2A: Existing Conditions Analysis Using Synchro/HCS

Task 5.2A.1: Intersection Analysis

Using the Synchro software package, the following seven (7) study area intersections will be analyzed under existing AM and PM peak hour traffic conditions:

1. Carmel Valley Rd./Canada Way
2. Carmel Valley Rd./Brookdale Drive
3. Carmel Valley Rd./Valley Greens Drive/Canada De La Segunda
4. Carmel Valley Rd./Tierra Grande Drive
5. Carmel Valley Rd./Dorris Drive
6. Carmel Valley Rd./Robinson Canyon Road (westbound to southbound movement)
7. Carmel Valley Rd./Laureles Grade Road

As the Carmel Valley Rd./Robinson Canyon Rd. intersection only has one conflicting movement, the remainder of movements will need to be analyzed using a merge analysis. The HCS software package will be used to perform a merge analysis for the northbound to westbound movement and the northbound to eastbound movement.

Task 5.2A.2: Roadway Segment Analysis

Using the Highway Capacity Manual (HCM) two-lane highway methodology and the HCS software package, roadway segment analysis will be performed on the following four (4) roadway segments:

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EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS



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1. Carmel Valley Rd. between Rancho San Carlos Road and Valley Greens Drive
2. Carmel Valley Rd. between Valley Greens Drive and Tierra Grande Drive
3. Carmel Valley Rd. between Tierra Grande Drive and Robinson Canyon Road
4. Carmel Valley Rd. between Robinson Canyon Road and Laureles Grade Road

The analysis methodology and inputs will be agreed to with County staff prior to the start of any analysis. Any subsequent modifications to the methodology or inputs will be considered an additional service.

Task 5.2A.3: Accident History Analysis

KHA will summarize the County-provided accident data in a table and figure, depicting frequency of accident severity and location.

Task 5.2A.4: Existing Conditions Report

KHA will prepare an existing conditions report, including results of the intersection and roadway segment analysis, and the accident history analysis. KHA will also include a summary of corridor observations completed in Task 5.1.3. Corridor deficiencies will be identified.

Deliverables: Draft Existing Conditions Report. Four hard copies and one PDF copy to be provided for County review.

Final Existing Conditions Report. Four hard copies and one PDF copy to be provided for County use.

Total Cost for Task 5.2A: \$6,400

Task 5.2B: Existing Conditions Analysis Using VISSIM

Task 5.2B.1: Additional Data Collection

In order to develop a more comprehensive and representative model of the corridor, intersection turning movement counts (with the same time period and data as identified in Task 5.1.1) will be collected at up to five (5) additional intersections. These additional intersections include:

8. Carmel Valley Rd./Rancho San Carlos Rd.
9. Carmel Valley Rd./Schulte Rd.
10. Carmel Valley Rd./Carmel Valley Manor Rd.
11. Carmel Valley Rd./Berwick Dr.
12. Carmel Valley Rd./Rancho Fiesta Rd.

The locations are noted in Attachment.

In addition, up to four travel time runs in each direction, in each peak hour, will be performed on a typical weekday. The travel time runs will be utilized to calibrate average speeds in the VISSIM model.

Deliverable: Raw count data – pdf format only.

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Task 5.2B.2: Model Development

A VISSIM model will be developed for the study area for each of the a.m. and p.m. peak hours. Only those study intersections identified in Task 5.2A.1, and the additional intersections identified in Task 5.2B.1 will be included in the model. "Dummy" driveway nodes will be included in the model to balance vehicle volumes between study intersections. Bicycle and pedestrian volumes will be incorporated into the model at the study intersections. Truck traffic percentages will be incorporate into the model as well, based on visual observations, or Task 5.1.A if authorized. Existing transit service will be integrated, if appropriate.

The VISSIM model will be calibrated strictly from intersection turning movement volumes collected in Task 5.2A.1 and Task 5.2B.1, the travel time runs performed in Task 5.2B.1 and visual observations of the corridor performed in Task 5.1.3.

At a project meeting, the model will be shown to the County for review and comment. Up to five (5) hours of revisions to the model following this meeting are assumed in this scope.

Deliverable: Visual presentation of the draft VISSIM model.

Task 5.2B.3: Model Analysis

The VISSIM model will be run to obtain existing operations metrics. The model will be run five (5) times for each peak hour, and the metrics will be obtained by averaging the results of the five runs. These metrics include intersection delay and queuing at the study intersections (identified in Task 5.2A.1), travel time through the study area, and average vehicle speed at the four study segments (identified in Task 5.2A.2).

Based on the VISSIM delay outputs and HCM level of service tables, intersection level of service will be calculated for each of the study intersections. If a Class II designation is utilized for Carmel Valley Road, roadway level of service cannot be calculated from VISSIM. However, metrics such as travel speed, delay and travel time will be provided.

Task 5.2B.4: Accident History Analysis

KHA will summarize the County-provided accident data in a table and figure, depicting frequency of accident severity and location.

Task 5.2B.5: Existing Conditions Report

KHA will prepare an existing conditions report, including results of the intersection and roadway segment analysis in VISSIM, and the accident history analysis. KHA will also include a summary of corridor observations completed in Task 5.1.3. Corridor deficiencies will be identified.

Deliverables: Draft Existing Conditions Report. Four hard copies and one PDF copy to be provided for County review.

Final Existing Conditions Report. Four hard copies and one PDF copy to be provided for County use.

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EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS



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Task 5.2B.6: Creation of Corridor Simulation Videos

The VISSIM model prepared in Task 5.2B.2 will be used to create simulation videos of corridor operations. Based on input by County staff, KHA will establish camera views and create one .avi format video of each the a.m. and p.m. peak hours. This will be provided to County staff for use in internal or public meetings.

Deliverable: Two .avi videos created from VISSIM. One round of revisions to the videos, including video length and camera angles is assumed.

Total Cost for Task 5.2B: \$13,380

Task 5.3: Development of Improvement Concepts

Task 5.3.1: Identification of Potential Improvements

Using the data collected in Task 5.1 and the analysis performed in Task 5.2, KHA will develop a preliminary list of potential corridor improvements. Up to fifteen (15) improvement alternatives will be developed. An improvement alternative is defined as a set of improvements at a single intersection or along a single roadway segment. Multiple improvement alternatives may be developed for each study intersection or roadway segment, with the total of improvement alternatives not to exceed 15.

County staff to provide geo-referenced right-of-way data in GIS or CAD. County to provide topographic data (if available) in GIS or CAD. County to provide high-quality geo-referenced aerial imagery.

Deliverable: KHA to provide a matrix listing up to fifteen (15) improvement alternatives for County review. The matrix will include qualitative descriptions of the improvements, and identify anticipated improvement benefits and potential site constraints determined from field observations.

Task 5.3.2: Layout of Potential Improvements

Upon County review of the improvement list compiled in Task 5.3.1, KHA will prepare conceptual layouts for up to ten (10) improvement concepts. The conceptual layouts will be prepared in AutoCAD and presented as 11x17-sized graphic exhibits. The layouts will be developed based on right-of-way and topographic (if any available) data provided by the County. They will not be based on any evaluation of underground utilities, and will be conceptual in nature only.

For any proposed roundabout improvements, AutoTurn analysis to examine truck turning paths will be performed for up to two (2) different truck types and one fire response vehicle.

The layouts and AutoTurn exhibits will be provided to the County for review and comment. One round of revisions to the layouts is assumed.

Deliverable: KHA to provide up to ten (10) draft conceptual layouts for intersection or roadway improvements. KHA will make one round of revisions and provide up to ten (10) revised conceptual layouts.

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Task 5.3.3: Opinions of Probable Cost

Upon completion of Task 5.3.2, KHA to prepare Opinions of Probable Construction Cost (OPCC) for up to ten (10) improvement alternatives. The OPCC will be based on unit costs developed in conjunction with County staff. It is assumed that the unit costs will match those recently utilized for the Countywide Traffic Impact Nexus Study, unless alternative unit costs are provided by County staff. The OPCC will include quantities, unit costs, right-of-way acquisition and contingency.

The OPCC will be provided to the County for review and comment. One round of revisions to the OPCC is assumed.

Total Cost for Task 5.3: \$22,220

Task 5.4: Analysis of Improved Scenario

Upon completion of Task 5.3.1, the up to fifteen (15) proposed improvements will be analyzed to determine their effect on the existing roadway environment. It is assumed that Task 5.4 may proceed simultaneous with, or prior to, Task 5.3.2 in order to assist with identification of the preferred concepts to be further considered.

Similar to Task 5.2, Task 5.4 can be completed using two different analysis approaches, presented as Tasks 5.4A and 5.4B. This scope assumes the same methodology will be selected for both the analysis of existing conditions and the analysis of the improved scenario (i.e. Task 5.4A would only follow Task 5.2A and Task 5.4B would only follow Task 5.2B).

Task 5.4A: Analysis of Improved Scenario Using Synchro/HCS/SIDRA**Task 5.4A.1: Intersection Analysis**

Using the Synchro software package, the seven (7) study area intersections identified in Task 5.2A.1 will be analyzed under existing plus improvements traffic conditions for the AM and PM peak hours. Merge movements noted in Task 5.2A.1, if maintained in the improved scenario, will be analyzed using the HCS software package. Any intersection improvements that include roundabouts will be analyzed using the SIDRA software package. Each improvement alternative will be analyzed in isolation.

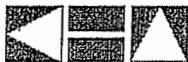
Task 5.4A.2: Roadway Segment Analysis

Where an improvement alternative would modify the findings of the roadway segment analysis (such as roadway widening, mid-segment two-way left-turn lane modifications, or volume changes), the existing improved roadway segment level of service will be calculated using the HCM two-lane highway methodology and the HCS software package.

Total Cost for Task 5.4A: \$6,000

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EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS



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Task 5.4B: Analysis of Improved Scenario Using VISSIM

Up to two improved VISSIM models will be prepared incorporating various combinations of improvements. County staff will indicate what combinations of improvements should be analyzed in each model.

Task 5.4B.1: Model Development

The proposed improvements, identified in Task 5.3.1, will be incorporated into the VISSIM model. This includes any potential roundabout improvements.

At a project meeting, the improved model will be shown to the County for review and comment. Up to five (5) hours of revisions to the model following this meeting are assumed in this scope.

Deliverable: Visual presentation of the draft VISSIM model.

Task 5.4B.2: Model Analysis

The VISSIM model will be run to obtain improvement scenario operations metrics. The model will be run five (5) times for each peak hour, and the metrics will be obtained by averaging the results of the five runs. These metrics include intersection delay and queuing at the study intersections (identified in Task 5.2A.1), travel time through the study area, and average vehicle speed at the four study segments (identified in Task 5.2A.2).

Based on the VISSIM delay outputs and HCM level of service tables, intersection level of service will be calculated for each of the study intersections. Depending on the methodology, as noted in Task 5.2B.3, roadway segment level of service will be calculated.

Task 5.4A.3: Creation of Corridor Simulation Videos

The VISSIM model prepared in Task 5.4B.1 will be used to create simulation videos of corridor operations. The same camera views as established in Task 5.2B.6 will be used to create one .avi format video of each the a.m. and p.m. peak hours. This will be provided to County staff for use in internal or public meetings.

Deliverable: Two .avi videos created from VISSIM.

Total Cost for Task 5.4B: \$7,540

Task 5.5: Final Report

Task 5.5.1: Final Corridor Study Report

KHA will prepare final corridor study report. The report will include the existing conditions analysis, the proposed improvement measures, and projected roadway conditions with implementation of the proposed improvement measures. It will also include conceptual layouts, as 11x17 graphics, and OPCC.

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EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS



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Justifications for the proposed improvement measures, including on multi-modal corridor operations, will be included.

Deliverables: Draft Corridor Study Report. Four hard copies and one PDF copy to be provided for County review.

Final Corridor Study Report. Four hard copies and one PDF copy to be provided for County use.

Total Cost for Task 5.5: \$6,285

Task 5.6: Meetings

Up to five (5) internal project meetings are assumed as part of this scope. Additional meetings, or meetings with stakeholders or committees, are not included in this task.

Total Cost for Task 5.6: \$6,650

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EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS



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Additional Optional Tasks:

Estimates for the following tasks were requested by County staff. These elements, if selected, will serve to enhance the corridor study, or to update the CVTIP to ensure consistency.

Task 5.A: Year 2030 Analysis – using Synchro/HCS/SIDRA

Task 5.A.1: Obtain Year 2030 Volumes

Using the travel demand forecast models previously developed as part of Countywide Fee Program Nexus Study project and the Carmel Valley Master Plan Traffic Improvement Program model developed in 2007, Year 2030 forecast volumes will be prepared for each study intersection and study roadway segment (as identified in Tasks 5.2A.1 and 5.2A.2). The methodology will be identical to that used to develop forecast year 2030 Carmel Valley Transportation Improvement Program (CVTIP) volumes as part of Task 3: CVTIP Traffic Analysis and Fee Calculation. Note that should Task 5.D be authorized prior to start of work on Task 5.A, the resulting model run would replace the Countywide Fee Program Nexus Study model as a source model for this task.

Task 5.A.2: Perform Year 2030 Baseline Analysis

Using the same process identified in Tasks 5.2A.1 and 5.2A.2, intersection and roadway analyses will be performed for a 2030 horizon year without improvements, based on volumes obtained in Task 5.A.1.

Task 5.A.3: Perform Year 2030 with Improvement Analysis

Using the same process identified in Tasks 5.4A.1 and 5.4A.2, intersection and roadway analyses will be performed for a 2030 horizon year with improvements, based on volumes obtained in Task 5.A.1.

Task 5.A.4: Incorporate into Final Corridor Report

The 2030 analysis performed under this task will be incorporated into the draft and final Corridor Study Report.

Total Cost for Task 5.A: \$6,280

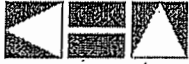
Task 5.B: Year 2030 Analysis – using VISSIM

Task 5.B.1: Obtain Year 2030 Volumes

Using the travel demand forecast models previously developed as part of Countywide Fee Program Nexus Study project and the Carmel Valley Master Plan Traffic Improvement Program model developed in 2007, Year 2030 forecast volumes will be prepared for each study intersection and study roadway segment (as identified in Tasks 5.2A.1 and 5.2A.2), as well as the additional intersections identified in Task 5.2B.1. The methodology will be identical to that used to develop forecast year 2030 Carmel Valley Transportation Improvement Program (CVTIP) volumes as part of Task 3: CVTIP Traffic Analysis and Fee Calculation.

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Note that should Task 5.D be authorized prior to start of work on Task 5.B, the resulting model run would replace the Countywide Fee Program Nexus Study model as a source model for this task.

Task 5.B.2: Perform Year 2030 Baseline Analysis

The VISSIM model prepared in Task 5.2B.2 will be modified to incorporate Year 2030 projected traffic volumes. Performance metrics, as identified in Task 5.2B.3, will be obtained from the model.

Task 5.B.3: Perform Year 2030 with Improvement Analysis

The VISSIM model prepared in Task 5.4B.1 will be modified to incorporate Year 2030 background traffic volumes determined in Task 5.B.1. Performance metrics, as identified in Task 5.4B.2, will be obtained from the model.

Task 5.B.4: Provide VISSIM Videos

Videos from the VISSIM model will be prepared and provided for County review and use of Year 2030 background and with improvements conditions.

Deliverable: Up to four .avi videos created from VISSIM.

Task 5.B.5: Incorporate into Final Corridor Report

The 2030 analysis performed under this task will be incorporated into the draft and final Corridor Study Report.

Total Cost for Task 5.B: \$9,260

Task 5.C: Update CVTIP Roadway Segment Analysis based on new Methodology or Volumes

Task 5.C.1: Update CVTIP Existing Conditions Roadway Segment Analysis

The CVTIP analysis performed by KHA as part of the CVTIP study authorized in December 2011 will be updated to incorporate 2012 Carmel Valley Road counts performed by the County. This task does not assume KHA will be responsible for any traffic data collection – all information to be provided by County. The existing conditions analysis may also reflect a different analysis methodology than that utilized in the performance of the prior CVTIP scope. The methodology will be agreed to with County staff prior to the initiation of this task. This scope assumes that only one methodology will be utilized for analysis.

Task 5.C.2: Update CVTIP Horizon Year 2030 Conditions Roadway Segment Analysis

The CVTIP analysis performed by KHA as part of the CVTIP study authorized in December 2011 will be updated to reflect one of, or both of the following conditions:

- Revised analysis methodology
- Modified land use forecast or otherwise modified forecast year volumes

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The methodology utilized in Task 5.C.1 will be also utilized for this task.

Total Cost for Task 5.C: \$3,200

Task 5.D: Modifications to Travel Demand Forecast Model

Task 5.D.1: Understand Land Use Modifications

Meet with County staff to understand any changes to land use required to be incorporated into the travel demand forecast model. It is assumed that the Monterey County General Plan model (as modified by the Countywide Fee Program Nexus Study) will be the base model used for this project. KHA will update the land use inputs in the model and provide resulting land use tables by TAZ for confirmation by County staff.

Deliverable: Land use tables by TAZ for updated model.

Task 5.D.2: Run Updated Travel Demand Forecast Model

KHA will run the updated model to obtain trip generation, trip assignments, and resulting roadway volumes. KHA will use the model outputs to prepare revised Year 2030 forecast volumes for CVTIP study intersections and roadway segments. The forecast volumes will be calibrated based on Year 2012 roadway segment count data to be provided by the County.

Total Cost for Task 5.D: \$8,910

Task 5.E: Additional Meetings or Presentations of Carmel Valley Road Corridor Study

Meetings to discuss or present the Carmel Valley Road Corridor Study, exclusive of those identified in Task 5.6, will be performed on a time and materials basis, according to the hourly rates identified in Hours and Cost Breakdown by Task. The cost to attend these meetings cannot be estimated at this time, although it is proposed that up to \$10,000 be allocated for this task. This task will not be utilized unless specifically authorized by County staff. KHA will inform County staff if the proposed budget for this task is nearing depletion.

Total Cost for Task 5.E: \$10,000

Total Cost for All Tasks, with Task 5.2A, Task 5.4A, and Task 5.A Selected (Synchro/HCS/SIDRA track): \$85,590

Total Cost for All Tasks, with Task 5.2B, Task 5.4B, and Task 5.B Selected (VISSIM track): \$97,090

11/14/2012

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS



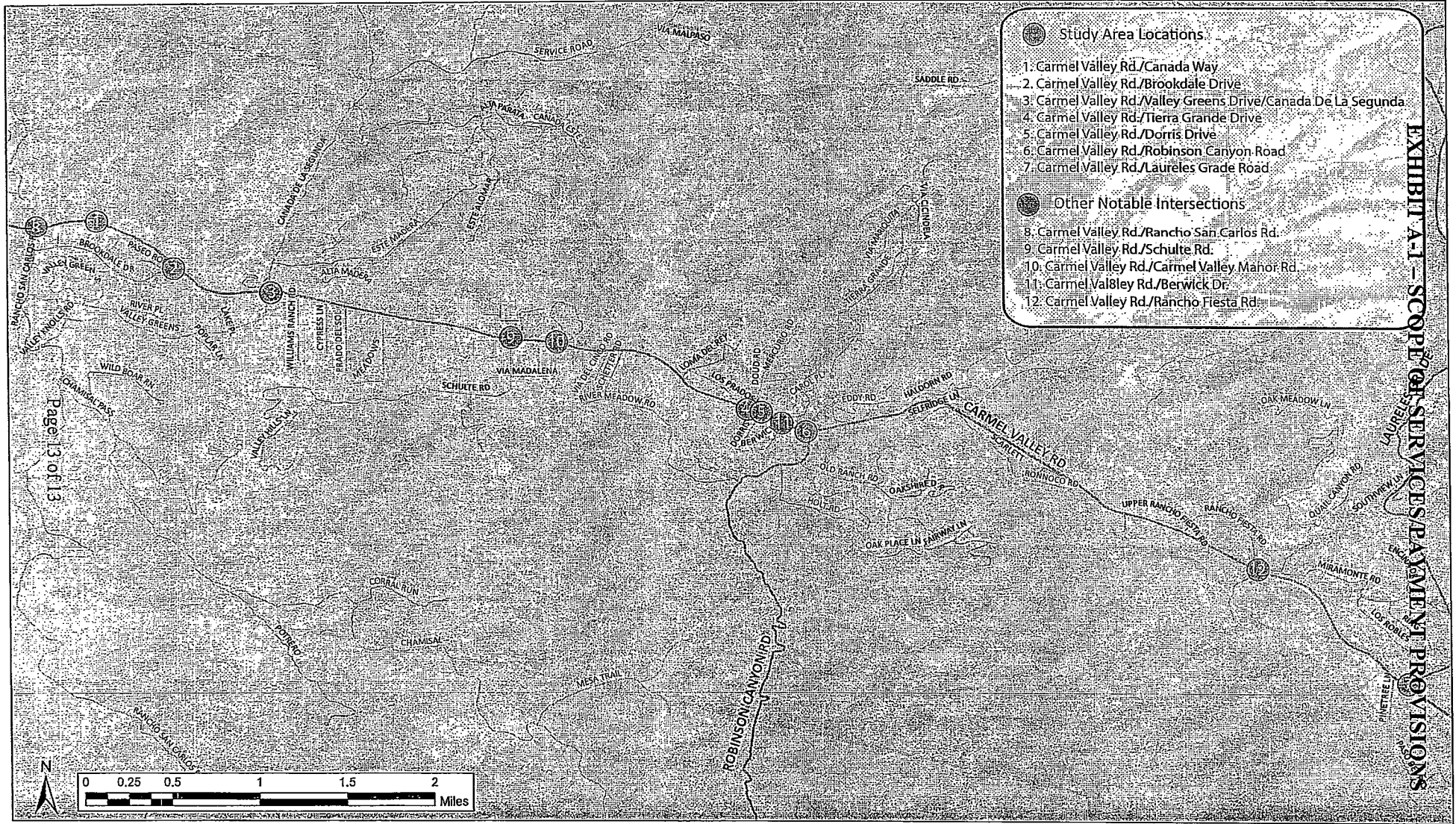
Monterey County TIF/CVTIP/AWCP Additional Effort - Hours and Cost Breakdown by Task

Classification	Role	P8 Principal \$240.00	P6 Engineer \$180.00	P5 Project Manager/ Engineer \$150.00	D8 Designer \$140.00	P4 Analysis/ Modeling \$120.00	P3 Analyst \$110.00	P2 Analyst \$100.00	Admin/ Support \$65.00	Total Hours	Labor Cost	Expenses	Total Cost
Carmel Valley Road Corridor Study (Task 5)													
5.1	Data Collection			12		12		5		32	\$4,040	\$3,755	\$7,795
5.1A	Optional - Additional Traffic Count Data			2		2				4	\$540	\$1,310	\$1,850
5.2A	Existing Conditions - Synchro/HCS	3		10		24				37	\$6,100	\$900	\$6,400
	OR												
5.2B	Existing Conditions - VISSIM	3		11		18				32	\$10,980	\$2,400	\$13,380
5.3	Development of Improvement Concepts	8	25	20	50	10	30		2	145	\$21,120	\$1,100	\$22,220
5.4	Analysis of Improved Scenario - Synchro/HCS/SIDRA	2		10		20				32	\$5,700	\$300	\$6,000
	OR												
5.4B	Analysis of Improved Scenario - VISSIM	2		10		30				42	\$7,140	\$400	\$7,540
5.5	Final Report	4		10		20		6	5	47	\$5,985	\$300	\$6,285
5.6	Meetings			15		10				25	\$3,550	\$1,100	\$4,650
Other Optional Tasks													
5.A	Year 2010 Analysis - Synchro/SIDRA/HCS	2		10		10				16	\$5,980	\$300	\$6,280
	OR												
5.B	Year 2010 Analysis - VISSIM	2		10		10				16	\$5,980	\$300	\$6,280
5.C	Update CVTIP Analysis Methodology			4		20				24	\$3,000	\$200	\$3,200
5.D	Modify Travel Demand Forecast Model			2		10				12	\$850	\$100	\$950
5.E	Additional Meetings	16		28		5				49	\$8,640	\$1,360	\$10,000
Total - Synchro/HCS/SIDRA Track		44	34	146	50	183	30	27	5	532	\$75,165	\$10,425	\$85,590
Total - VISSIM Track		44	34	154	50	243	30	35	5	608	\$84,365	\$12,725	\$97,090

Optional services described in Exhibit A-1 -- Scope of Services/Payment Provisions of the Agreement shall not be provided unless authorized in writing by the County's Project Manager prior to optional services being provided.

In addition, prior to performing services where there is an option of either using traditional analysis tools including Synchro and HCS or utilizing the development of a micro-simulation model using the VISSIM software package, Kimley-Horn and Associates, Inc. will seek written approval by the County's Project Manager to determine which of the options are appropriate.

11/14/2012
 WJD
 (Contractor's Initials) 11-19-2012
 (Date)



**Exhibit A-2 from Amendment No. 2
dated December 20, 2013**

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EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS



Kimley-Horn
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Task 5: Carmel Valley Road Corridor Study

Amend Kimley-Horn and Associates (KHA) contract for Countywide Nexus Fee Study/Carmel Valley Transportation Improvement Program (CVTIP)/Agriculture and Winery Corridor Plan (AWGP) Fee Study/Carmel Valley Road Corridor Study, to expand the study area of the Carmel Valley Road Corridor Study, Task 5, to Borondo Road in the east.

Tasks to be Completed:

Task 5.7: Extend Corridor Study Limit to Boronda Road

Task 5.7.1: Perform Traffic Counts

Intersection turning movement counts will be performed at the offset intersection of Boronda Road/Rancho Road/Carmel Valley Road on a single weekday between the hours of 7 and 9 a.m. and 2 and 6 p.m. Pedestrian and bicycle counts will be collected during these times as well.

Directional roadway segment counts, including vehicle classification counts, will be performed at up to one (1) roadway segment for a seven-day period.

Deliverable: Raw count data – pdf format only.

Task 5.7.2: Obtain Accident History and Speed Survey Information

The County of Monterey will provide collision data for the segment between Laureles Grade and Boronda Road for a recent 5-year period. The collision data will include the type of incident, extent of resulting injury, date, time of day, and the location.

The County of Monterey will provide recent speed survey data collected in the vicinity of the additional study segment.

Task 5.7.3: Observations of Corridor Operations

KHA will perform one site visit to the additional segment corridor to observe various corridor operations, including public transit service, truck traffic frequency and effects on circulation, and bicycle and pedestrian activity.

Task 5.7.4: Incorporate into VISSIM Baseline Models

Using the land forecast and trip distribution developed as part of Task 5.D, forecast Year 2030 intersection turning movement volumes at the intersection of Boronda Road/Rancho Road/Carmel Valley Road.

The intersection of Boronda Road/Rancho Road/Carmel Valley Road will be added to the Existing and 2030 Baseline VISSIM models prepared as part of Tasks 5.2B and 5.B. "Dummy" driveway nodes will be included in the model to balance vehicle volumes between study intersections. VISSIM simulation videos will be re-compiled to include the additional segment.

10/8/2013

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS



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Task 5.7.5: Identification of Potential Improvements

Using the information collected in Tasks 5.7.1-5.7.3, and the analysis performed in Task 5.7.4, KHA will identify up to two (2) potential improvement projects for the additional segment. After consulting with County staff and obtaining concurrence on up to two (2) projects to carry forward, KHA will prepare conceptual layouts for improvement concepts. The conceptual layouts will be prepared in AutoCAD and presented as 11x17-sized graphic exhibits. The layouts will be developed based on right-of-way and topographic (if any available) data provided by the County. They will not be based on any evaluation of underground utilities, and will be conceptual in nature only.

KHA will prepare Opinions of Probable Construction Cost (OPCC) for the improvement concepts. The OPCC will utilize the same unit costs used for Task 5.3. The OPCC will be provided to the County for review and comment.

Deliverable: KHA to provide up to two (2) draft conceptual layouts and OPCC for intersection or roadway improvements. KHA will make one round of revisions and provide up to two (2) revised conceptual layouts.

Task 5.7.6: Analysis of Improvements Using VISSIM

The proposed improvements, identified in Task 5.7.5, will be incorporated into the Existing and 2030 Improved VISSIM models.

The VISSIM model will be run to obtain improvement scenario operations metrics. The model will be run five (5) times for each peak hour, and the metrics will be obtained by averaging the results of the five runs. These metrics include intersection delay and queuing at the study intersections, travel time through the study area, and average vehicle speed.

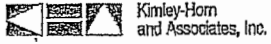
The VISSIM models and videos prepared in Task 5.4B will be updated to include up to (2) additional improvements identified in Task 5.7.5.

Deliverable: Two .avi videos created from VISSIM.

Task 5.7.7: Final Corridor Study Report

KHA will include the additional segment in the preparation of the Final Report, scoped as Task 5.5.

10/8/2013



Monterey County TIE/CV TIP/AWCP/CYRC Additional Effort - Hours and Cost Breakdown by Task

Classification	P8	P6	P5	D8	P4	P3	P2						
Role	Principal	Engineer	Project Manager/ Engineer	Designer	Analysis/ Modeling	Analyst	Analyst	Accounting	Admin/ Support	Total Hours	Labor Cost	Expenses	Total Cost
Hourly Rate	\$240.00	\$185.00	\$160.00	\$140.00	\$125.00	\$115.00	\$105.00	\$100.00	\$75.00				
Carmel Valley Road Corridor Study (Task 5)													
5.7 Extension of Study Limit to Boronda		8	8		30	30		3	3	82	\$10,485	\$1,605	\$12,090

Note: Expenses include traffic counts and site visits

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

**Exhibit A-3 from Amendment No. 3
dated August 1, 2014**

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EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Amendment to Task 1: Countywide Fee Program Nexus Study

Amend Kimley-Horn and Associates, Inc. (KHA) Agreement for Countywide Nexus Fee Study / Carmel Valley Transportation Improvement Program (CVTIP) / Agriculture and Winery Corridor Plan (AWCP) Fee Study / Carmel Valley Road Corridor Study, to include additional effort associated with the adoption of the Countywide Fee Program.

KHA shall provide the following tasks:

Task 1.10: Revisions to Countywide TIF Nexus Study

Update Nexus Study dated February 12, 2014, with the following revisions:

- Remove project #2: Corral de Tierra Road Improvements and add corresponding text discussing the deficiency. Update fee calculations, figures and text accordingly.
- Add agriculture as a land use category, with a rate of two (2) daily trips/acre, and corresponding text
- Add text discussing applicability to the Coastal Zone

Deliverable: Updated Nexus Study Report

Task 1.11: Update Public Presentation

Update February 26, 2014, Planning Commission Presentation with the following revisions:

- Revise slides to focus on high-level fee program concepts and benefits
- Calculate and prepare graphics indicating the proportion of each zone's fee associated with projects in its vicinity
- Add discussion regarding the relationship to the Castroville Community Plan
- Updated Nexus Study fee calculations and findings from Task 1.10

Deliverable: Updated PowerPoint Presentation

Task 1.12: Additional Meetings and Reviews

Attend Planning Commission Meeting where draft ordinances will be presented.

Review draft ordinances to be prepared by County staff.

Coordinate with County staff on preparation of presentations to Planning Commission and Board of Supervisors. Review comments received from Planning Commission and Board of Supervisors with County staff.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Monterey County Traffic Impact Fee Program Development - 3/10/14 Amendment

Classification	Role	Hourly Rate	P5	P4	P3	P2	Admin/ Support	Total Hours	Labor Cost	Expenses	Total Cost
			Project Manager	Analysis/ Modeling	Analysis/ Mapping	Deficiency Analysis					
			\$160.00	\$125.00	\$115.00	\$105.00	\$75.00				
Countywide Fee Program in Nexus Study (P1-P5)											
1.10	Revisions to Nexus Study		6	10		3	3	22	\$2,735	\$100	\$2,835
1.11	Update Public Presentation		7	4			2	13	\$1,770	\$100	\$1,870
1.12	Additional Meetings and Reviews		16					16	\$2,560	\$100	\$2,660
Total KHA Labor Hours			29	14	0	0	5	51			
Total KHA Labor			\$4,640	\$1,750	\$0	\$0	\$375		\$7,065	\$300	\$7,365
											Amendment Cost
											\$7,365
											Amended Total Countywide TIF Cost
											\$84,465
											Amended Total Contract Amount
											\$371,708

3/10/2014

EXHIBIT A-1 – SCOPE OF WORK/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
KIMLEY-HORN AND ASSOCIATES, INC.,
hereinafter referred to as “CONTRACTOR”

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed \$371,708 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTOR’S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly, promptly, and in accordance with Paragraph 6, “Payment Conditions,” of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number. Invoices shall be submitted either by mail or in Portable Document Format (PDF) to:

County of Monterey
Housing & Community Development – Finance
1441 Schilling Place, 2nd Floor South
Salinas, CA 93908-4725
194-HCD-Finance@countyofmonterey.gov:

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance by email or phone (831) 755-4800.

County may, in its sole discretion, terminate this Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

The County 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.

EXHIBIT A-1 – SCOPE OF WORK/PAYMENT PROVISIONS

No payments in advance or in anticipation of services to be provided under this Agreement shall be made by the County.

The County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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