

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GHD INC.**

THIS AMENDMENT NO. 2 to Professional Services Agreement No. A-14631 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and GHD Inc. (hereinafter, “CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Professional Services Agreement No. A-14631 with County on February 28, 2020 (hereinafter, “Agreement”) to provide professional design engineering services (hereinafter, “services”) for the Carmel Valley Road and Laureles Grade Roundabout (hereinafter, “Project”), Request for Proposals (RFP) #10679, through February 25, 2023, with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$460,174; and

WHEREAS, Agreement was amended by the Parties on November 15, 2022 (hereinafter, “Amendment No. 1”) to update the provisions and to extend the term for one (1) additional year through February 25, 2024 with no increase in the not to exceed amount; and

WHEREAS, environmental review of the Project has been completed and CONTRACTOR has completed 65% design of the Project; and

WHEREAS, additional services to the original scope of the Agreement as indicated in “Exhibit A-1 – Scope of Services/Payment Provisions” and incorporated by this reference are necessary due to continued coordination with various stakeholders and unforeseen design features that arose during the design process; and

WHEREAS, the Parties agree that the hourly rates in the Project Fee Sheet in Exhibit A – Scope of Services/Payment Provisions of the Agreement remain valid through February 25, 2024; and

WHEREAS, CONTRACTOR’s Rate Schedule requires an update effective February 26, 2024 as indicated in “Exhibit A-2 – Revised Rate Schedule” and incorporated by this reference; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to complete the services for the Project; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for one (1) additional year to February 25, 2025, increase the amount by \$93,966 for a total amount not to exceed \$554,140 and to update the Rate Schedule, effective February 26, 2024, as indicated in “Exhibit A-2 – Revised Rate Schedule” and incorporated by this reference to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

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

1. Amend the first sentence of Paragraph 1, “Services to be Provided”, to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits A and A-1** in conformity with the terms of this Agreement.

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

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A, A-1 and A-2**, 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 \$554,140.

3. Amend the first sentence of Paragraph 3, “Term of Agreement”, to read as follows:

The term of this Agreement is from February 25, 2020 to February 25, 2025, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, “Additional Provisions/Exhibits”, to add “Exhibit A-1 – Scope of Services/Payment Provisions” and “Exhibit A-2 – Revised Rate Schedule” effective February 26, 2024.

5. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

6. This Amendment No. 2 and the prior Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

7. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

GHD Inc.
Contractor's Business Name

Date: _____

By: Kamesh Vedula
DocuSigned by:
5B36872A7ZDU458
(Signature of Chair, President or Vice President)

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

Its: Kamesh Vedula, Vice President
(Print Name and Title)

By: Mary Grace Perry
DocuSigned by:
A1933B26E717442
Mary Grace Perry
Deputy County Counsel

Date: 3/29/2023 | 8:35 AM PDT

Date: 3/29/2023 | 10:14 AM PDT

By: Duncan Findlay
DocuSigned by:
6AB79CFF0626454
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: J. Duncan Findlay, Secretary
(Print Name and Title)

Approved as to Fiscal Provisions

By: Jennifer Forsyth
DocuSigned by:
4E7E657875454AE
Auditor/Controller

Date: 3/29/2023 | 8:49 AM PDT

Date: 3/29/2023 | 1:52 PM PDT

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Leslie J. Girard, County Counsel

By: _____

Its: _____
(Print Name and Title)

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 per California Corporations Code Section 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. If 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 this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
GHD Inc., hereinafter referred to as “CONTRACTOR”**

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide additional services and staff, and otherwise do all things necessary for or incidental to the performance of work for the Carmel Valley Road and Laureles Grade Roundabout Project (Project), as set forth below:

PHASE 0 – PROJECT MANAGEMENT		
0.1	PROJECT MANAGEMENT	
0.1.1	Project Management – Due to the covid pandemic and shut down, the project timeline has been extended significantly, creating additional time to be spent with CONTRACTOR’s designers and coordinating with CONTRACTOR’s subcontractors.	\$11,146
0.2	PROJECT INITIATION	\$0
0.3	COORDINATION MEETINGS	
0.3.1	Coordination Meetings – CONTRACTOR shall continue meetings with County staff and attendance at several virtual Town Hall meetings to discuss the project concepts.	\$2,658
0.4	DESIGN REVIEW MEETINGS	
0.4.1	Design Review Meetings – CONTRACTOR shall coordinate with Water Board to coordinate efforts in need to incorporate bioretention and water quality features for the design.	\$2,711
0.5	CALTRANS LOCAL ASSISTANCE COORDINATION	\$0
<i>Subtotal Phase 0</i>		<i>\$16,515</i>
PHASE 1 – PRELIMINARY ENGINEERING AND REPORTS		
1.1	DATA COLLECTION	\$0
1.2	GEOTECHNICAL INVESTIGATION	
1.2.1	Geotechnical Investigation – Additional geotechnical services for design of a new retaining wall planned on the north-eastern side of	\$18,170

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

the intersection of Laureles Grade Road and Carmel Valley Road and new bioretention facilities at various locations within the project limits. CONTRACTOR proposes two (2) borings along the retaining wall alignment, and four (4) additional borings and subsequent borehole percolation testing at proposed bioretention facility locations.		
1.3 FIELD SURVEYS AND BASE MAP TOPOGRAPHY		
1.3.1 Field Surveys and Base Map Topography – Expand the topographic surveying an additional 150’ along Laureles Grade Road and 100’ and 150’ in the west and east directions respectively, of Carmel Valley Road, together with specific drainage features outside the previously defined survey limits, expanded topographic surveying for an addition 150’ along the east extension of Carmel Valley Road with prepared right of entry notification for the Bernardus property and provided right-of-way staking along the new dedication boundary, and conduct a drone survey and obtain digital orthophoto to compile features that have been constructed on the Bernardus property since the time of the original aerial survey within the original mapping limits.		\$14,033
1.4 UTILITY MAP AND INVESTIGATION		\$0
1.5 PRELIMINARY RIGHT-OF-WAY (ROW)		\$0
1.6 HYDRAULICS REPORT		\$0
1.7 GEOLOGIC HAZARDS REPORT		\$0
1.8 HYDROLOGY AND WATER QUALITY IMPACT		\$0
1.9 NOISE IMPACTS		\$0
1.10 MEETING/HEARING ATTENDANCE		\$0
1.11 35% SUBMITTAL – PRELIMINARY DESIGN AND TYPE SELECTION		\$0
<i>Subtotal Phase 1</i>		<i>\$32,203</i>

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS**PHASE 2 – FINAL DESIGN**

2.1 UNCHECKED DESIGN SUBMITTAL (65% PLANS, SPECIFICATIONS & ENGINEERING ESTIMATE (PS&E))	\$0
2.2 CHECKED DESIGN SUBMITTAL (95% PS&E)	
2.2.1 Checked Design Submittal (95% PS&E) – Due to extended timeline, CONTRACTOR has had to start and stop work progress and change staff engineers who have since left the company. Those changes have taken extra time to get CONTRACTOR’s new staff up to speed on the Project and pick up the design work from where left off.	\$25,095
2.3 FINAL DESIGN SUBMITTAL (100% PS&E)	
2.3.1 Final Design Submittal (100% PS&E) – CONTRACTOR shall research truck escape ramps and develop possible solutions to address concerns identified regarding the possibility of large trucks coming down Laureles Grade Road losing brakes and going out of control as they approached the intersection.	\$10,310
2.4 ROW ACQUISITION SERVICES (If Required)	\$0
2.5 LEGAL DESCRIPTIONS AND EXHIBITS	\$0
2.6 BIDDING PERIOD SERVICES	
2.6.1 Bidding Period Services – CONTRACTOR shall answer questions and prepare addenda due to additional time not originally anticipated to update and revise the Project’s final bid package.	\$9,843
<i>Subtotal Phase 2</i>	<i>\$45,248</i>
Total Increase for Amendment No. 2 to Agreement:	\$93,966

- A.2** All written reports/products required under this Agreement must be delivered to the following individual in accordance with the schedule above:

Jose Miguel Sanchez, EIT, Assistant Engineer
County of Monterey
Department of Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Email: sanchezj9@co.monterey.ca.us
Phone: (831) 796-3009

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an increased amount not to exceed **\$93,966**, for a total Agreement amount not to exceed \$554,140, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the following Project Fee Estimating Sheet or in accordance with the following terms:

There shall be no travel reimbursement allowed during this Agreement.

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

B.2 CONTRACTOR'S BILLING PROCEDURES

Payment may be based upon satisfactory acceptance of each deliverable.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number (*MYA 3200*4956*), Project name (*Carmel Valley Road and Laureles Grade Roundabout*), and/or services, and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@co.monterey.ca.us:

County of Monterey
Department of Public Works, Facilities and Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@co.monterey.ca.us.

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

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

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.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS



EXHIBIT A - PROJECT FEE SHEET

Project Name: Carmel Valley Road Laureles Grade Roundabout

Client: County of Monterey

Prepared by: J. Walter

Date: March 16, 2023

Reviewed by: R.Gibson

Job Number: 11203642

Phase / Item	GHD LABOR HOURS							GHD HOURS	TOTAL HOURS	PROJECT FEES					TOTAL FEE
	Vedula	Walter	Ries	Stevens	Gibson	San	Brechwald			OTHER DIRECT COSTS	Geotech	Surveys	GHD		
	Principal / QA/QC	Project Manager	QA/QC	Engineer E1	Project Engineer	Engineer D1	Engineer B1				Geocon	Whitson			
\$ 265	\$ 245	\$ 265	\$ 200	\$ 155	\$ 160	\$ 130									
Phase 0 - Project Management															
0.1.1 Project Management	4	40						44	0	\$286				\$11,146	\$11,146
0.3.1 Coordination Meetings (10)		8			4			12	0	\$78				\$2,658	\$2,658
0.4.1 Design Review Meetings (3)		4		2	8			14	0	\$91				\$2,711	\$2,711
SUBTOTAL PHASE 0	4	52	0	2	12	0	0	70	70	\$455	\$0	\$0		\$16,515	\$16,515
Phase 1 - Preliminary Engineering and Reports															
1.2.1 Geotechnical Investigation		2						2	0	\$13	\$17,667			\$503	\$18,170
1.3.1 Field Surveys and Base Map Topography		2						2	0	\$13		\$13,530		\$503	\$14,033
SUBTOTAL PHASE 1	0	4	0	0	0	0	0	4	4	\$26	\$17,667	\$13,530		\$1,006	\$32,203
Phase 2 - Final Design															
2.2.1 Checked Design Submittal (95% PS&E)		4	8	24	20	30	64	150	0	\$975				\$25,095	\$25,095
2.3.1 Final Design Submittal (100% PS&E)		4	4	8	8	12	24	60	0	\$390				\$10,310	\$10,310
2.6.1 Bidding Period Services		8		2	8	4	40	62	0	\$403				\$9,843	\$9,843
SUBTOTAL PHASE 2	0	16	12	34	36	46	128	272	272	\$1,768		\$0		\$45,248	\$45,248
PROJECT TOTALS	4	72	12	36	48	46	128	346	346	\$2,249	\$17,667	\$13,530		\$62,769	\$93,966

LAURELES - REVISED RATE SCHEDULE

Effective February 26, 2024



GHD Class	GHD Description	2023 CDN/US Rate
PROFESSIONAL		
A001	Senior Technical Director 1	\$ 375.00
A002	Senior Technical Director 2	\$ 350.00
A003	Senior Technical Director 3	\$ 315.00
A004	Technical Director 1	\$ 290.00
A005	Technical Director 2	\$ 265.00
A006	Senior Professional 1	\$ 240.00
A007	Senior Professional 2	\$ 220.00
A008	Professional 1	\$ 210.00
A009	Professional 2	\$ 180.00
A010	Professional 3	\$ 155.00
A011	Vacationer / Intern	\$ 145.00
CONSULTANT		
V001	Executive Consultant 1	\$ 470.00
V002	Executive Consultant 2	\$ 430.00
V003	Senior Consultant 1	\$ 350.00
V004	Senior Consultant 2	\$ 310.00
V005	Consultant 1	\$ 260.00
V006	Consultant 2	\$ 210.00
V007	Consultant 3	\$ 170.00
TECHNICAL		
B001	Lead Design Technician 1	\$ 350.00
B002	Lead Design Technician 2	\$ 320.00
B003	Lead Design Technician 3	\$ 285.00
B004	Senior Design Technician 1	\$ 260.00
B005	Senior Design Technician 2	\$ 240.00
B006	Design Technician 1	\$ 215.00
B007	Design Technician 2	\$ 205.00
B008	Drafting/Design 1	\$ 190.00
B009	Drafting/Design 2	\$ 165.00
B010	Drafting/Design 3	\$ 150.00
B011	Drafting/Design 4	\$ 140.00
B012	Intern Drafting/Design	\$ 125.00

GHD Class	GHD Description	2023 CDN/US Rate
ADMINISTRATION		
C001	Business Services Manager 1	\$ 310.00
C002	Business Services Manager 2	\$ 265.00
C003	Senior Business Services 1	\$ 200.00
C004	Senior Business Services 2	\$ 170.00
C005	Business Services 1	\$ 150.00
C006	Business Services 2	\$ 140.00
C007	Business Services 3	\$ 90.00
SITE BASED		
S001	Senior Construction Manager	\$ 345.00
S002	Construction Manager	\$ 295.00
S003	Lead Site Engineer/Supervisor	\$ 260.00
S004	Senior Site Engineer	\$ 235.00
S005	Site Engineer	\$ 215.00
S006	Lead Inspector	\$ 205.00
S007	Senior Inspector	\$ 155.00
S008	Inspector / Specialist 1	\$ 130.00
S009	Inspector / Specialist 2	\$ 120.00
S010	Clerk / Specialist 3	\$ 115.00
S011	Senior Site Manager 1	\$ 140.00
S012	Senior Site Manager 2	\$ 125.00
S013	Senior Site Manager 3	\$ 115.00
S014	Senior Site Manager 4	\$ 105.00
S015	Operator/Labourer 1	\$ 95.00
S016	Operator/Labourer 2	\$ 90.00
S017	Operator/Labourer 3	\$ 70.00
PROJECT SUPPORT		
D001	Project Support Manager 1	\$ 375.00
D002	Project Support Manager 2	\$ 350.00
D003	Senior Project Support 1	\$ 300.00
D004	Senior Project Support 2	\$ 260.00
D005	Project Support 1	\$ 235.00
D006	Project Support 2	\$ 215.00
D007	Project Support 3	\$ 195.00
D008	Project Support 4	\$ 170.00
D009	Project Support 5	\$ 150.00
D010	Project Support 6	\$ 90.00

GHD CY2023 Standard Rate Schedule

