

# Attachment B

**AMENDMENT NO. 3  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
GHD INC.**

**THIS AMENDMENT NO. 3** 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**, Agreement was amended by the Parties on April 21, 2023 (hereinafter, “Amendment No. 2”, including Exhibit A-1 – Scope of Services/Payment Provisions) to update the Rate Schedule, effective February 26, 2024, to extend the term for one (1) additional year through February 25, 2025, and to increase the amount by \$93,966 which resulted in a total not to exceed amount of \$554,140; and

**WHEREAS**, CONTRACTOR is currently finalizing 95% design (Plans, Specifications & Estimate (PS&E)) of the Project; and

**WHEREAS**, the Project has not been completed due to an unanticipated delay caused during the 65% design review which required an investigation to address a public comment received at a community meeting; and

**WHEREAS**, CONTRACTOR was assigned the task of evaluating and addressing the comments received which entailed assessing for potential impacts, including but not limited to: increased construction costs, implications for right of way, additional design expenses, and potential effects on the Project schedule; and

**WHEREAS**, the 100% design submittal is scheduled to be completed in December 2023 for construction of the Project to start early in 2024; and

**WHEREAS**, the Parties agree that the hourly rates in the Project Fee Sheets in Exhibit A – Scope of Services/Payment Provisions and Exhibit A-1 – Scope of Services/Payment Provisions of the Agreement remain valid through February 25, 2024; and

**WHEREAS**, additional services to the original scope of the Agreement as indicated in “Exhibit A-3 – Scope of Services/Payment Provisions” and incorporated by this reference are necessary to continue services to address comments which arose during the 65% design review; and

**WHEREAS**, additional funding is necessary to allow CONTRACTOR to complete the additional needed services for completion of the Project; and

**WHEREAS**, the Parties wish to amend the Agreement to increase the amount by \$25,371.50 for a total amount not to exceed \$579,511.50 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 3.

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

1. Amend 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, A-1, and A-3** 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, A-2, and A-3**, 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 \$579,511.50.

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

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

**COUNTY OF MONTEREY**

**Debra R. Wilson, Contracts & Purchasing Officer**

By: Angelica Ruelas  
4DFC1176E799451...

Its: Management Analyst/ Deputy Purchasing Agent  
(Print Name and Title)

Date: 9/13/2023 | 11:04 AM PDT

**CONTRACTOR\***

**GHD Inc** DocuSigned by:

By: Kamesh Vedula  
5B36872A72DD458...

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

Date: 9/12/2023 | 3:57 PM PDT

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

**Leslie J. Girard, County Counsel**

By: Kelly L. Donlon  
22D690CA05A940B...  
Kelly L. Donlon

Assistant County Counsel

Date: 9/13/2023 | 8:54 AM PDT

DocuSigned by:

By: J. Duncan Findlay  
6AB79CFE0626454...

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

Date: 9/12/2023 | 4:06 PM PDT

**Approved as to Fiscal Provisions**

**Rupa Shah, Auditor-Controller**

By: Patricia Ruiz  
E79EF64E57454F6...

Its: Auditor Controller Analyst I  
(Print Name and Title)

Date: 9/13/2023 | 9:52 AM PDT

**Approved as to Indemnity and Insurance Provisions**

**Office of the County Counsel**

**David Bolton, Risk Manager**

By: \_\_\_\_\_

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-3 - 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:

<b>PHASE 0 – PROJECT MANAGEMENT</b>		
<b>0.1 PROJECT MANAGEMENT</b>		
0.1.1.a Project Management – Due to the extent of the investigation, additional time needs to be spent with CONTRACTOR’s designers and to coordinate with County staff.		\$2,012
<b>0.2 PROJECT INITIATION</b>		\$0
<b>0.3 COORDINATION MEETINGS</b>		\$0
<b>0.4 DESIGN REVIEW MEETINGS</b>		
0.4.1.a Design Review Meetings – As the work proceeds, CONTRACTOR’s staff will coordinate design professionals, roundabout experts and stormwater engineers to evaluate the potential design and calculate estimates for the extra work.		\$2,065
<b>0.5 CALTRANS LOCAL ASSISTANCE COORDINATION</b>		\$0
<b><i>Subtotal Phase 0</i></b>		<b><i>\$4,077</i></b>
<b>PHASE 1 – PRELIMINARY ENGINEERING AND REPORTS</b>		
<b>1.1 DATA COLLECTION</b>		\$0
<b>1.2 GEOTECHNICAL INVESTIGATION</b>		\$0
<b>1.3 FIELD SURVEYS AND BASE MAP TOPOGRAPHY</b>		\$0
<b>1.4 UTILITY MAP AND INVESTIGATION</b>		\$0
<b>1.5 PRELIMINARY RIGHT-OF-WAY (ROW)</b>		\$0
<b>1.6 HYDRAULICS REPORT</b>		\$0
<b>1.7 GEOLOGIC HAZARDS REPORT</b>		\$0
<b>1.8 HYDROLOGY AND WATER QUALITY IMPACT</b>		\$0
<b>1.9 NOISE IMPACTS</b>		\$0

**EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

<b>1.10 MEETING/HEARING ATTENDANCE</b>		<b>\$0</b>
<b>1.11 35% SUBMITTAL – PRELIMINARY DESIGN AND TYPE SELECTION</b>		<b>\$0</b>
<b><i>Subtotal Phase 1</i></b>		<b><i>\$0</i></b>
<b>PHASE 2 – FINAL DESIGN</b>		
<b>2.1 UNCHECKED DESIGN SUBMITTAL (65% PLANS, SPECIFICATIONS &amp; ENGINEERING ESTIMATE (PS&amp;E))</b>		<b>\$0</b>
<b>2.2 CHECKED DESIGN SUBMITTAL (95% PS&amp;E)</b>		
2.2.1.a Checked Design Submittal (95% PS&E) – CONTRACTOR staff will evaluate the following:		\$18,988
<ul style="list-style-type: none"> <li>• Investigate acquiring new right of way and moving the retaining wall on the northeast corner back to accommodate a new 6-foot sidewalk/path.</li> <li>• Investigate shifting the roundabout to the southwest so that additional right of way would not be required.</li> <li>• Examine new construction staging options as a result of shifting the roundabout.</li> <li>• Investigate new stormwater (retention basins) features that would be needed if the roundabout design changed.</li> <li>• Investigate a new ped/bike crossing of Laureles Grade Road.</li> <li>• Investigate an offset ped crossing of Laureles Grade Road that would minimize right of way needed.</li> <li>• Evaluate the speed of approaching vehicles on the downgrade of Laureles Grade Road to determine if a ped/bike crossing was safe.</li> <li>• Evaluate the potential conflict between the ped/bike path and the existing culvert on the east leg.</li> <li>• Investigate a covered ped/bike path over a retention basin.</li> <li>• Investigate additional locations for retention basins with new right of way.</li> <li>• Evaluate additional tree removals along north side of Carmel Valley Road to accommodate new ped/bike path width.</li> <li>• Evaluate replacement of lost roadside drainage area if ped/bike path was installed.</li> <li>• Investigate utility relocation on the north side of Carmel Valley Road.</li> </ul>		
<b>2.3 FINAL DESIGN SUBMITTAL (100% PS&amp;E)</b>		<b>\$0</b>
<b>2.4 ROW ACQUISITION SERVICES (If Required)</b>		<b>\$0</b>
<b>2.5 LEGAL DESCRIPTIONS AND EXHIBITS</b>		<b>\$0</b>

**EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

<b>2.6 BIDDING PERIOD SERVICES</b>	<b>\$0</b>
<b><i>Subtotal Phase 2</i></b>	<b><i>\$18,988</i></b>
<b>ADDITIONAL SERVICES</b>	
As Additional Services within the proposed scope may necessary, an additional amount in the amount of \$2,306.50 will be added to the CONTRACTOR's proposed services, however Additional Services shall not be provided by CONTRACTOR unless prior written approval is received by County.	<b>\$2,306.50</b>
<b>TOTAL INCREASE FOR AMENDMENT NO. 3 TO AGREEMENT:</b>	<b>\$25,371.50</b>

- 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](mailto:sanchezj9@co.monterey.ca.us)  
Phone: (831) 796-3009

**B. PAYMENT PROVISIONS****B.1 COMPENSATION/PAYMENT**

County shall pay an increased amount not to exceed **\$25,371.50, for a total Agreement amount not to exceed \$579,511.50**, 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

### EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

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](mailto:PWFP-Finance-AP@co.monterey.ca.us):

County of Monterey  
Department of Public Works, Facilities and Parks (PWFP) – Finance Division  
1441 Schilling Place, South 2<sup>nd</sup> 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](mailto: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-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

**PROJECT FEE SHEET**

Project Name: Carmel Valley Road and Laureles Grade Roundabout

Client: Monterey County

Prepared by: J. Walter

Date: August 11, 2023

Reviewed by: R.Gibson

Job Number: 11203642

Phase / Item	GHD LABOR HOURS						GHD HOURS	TOTAL HOURS	PROJECT FEES	
	Walter	Boyle	Stevens	Gibson	Vanegas-Moran	Brechwald			OTHER DIRECT COSTS	TOTAL FEE
	Project Manager	QA/QC	Engineer E1	Project Engineer	Engineer D1	Engineer B1				
	\$ 245	\$ 265	\$ 200	\$ 155	\$ 160	\$ 130				
<b>Phase 0 - Project Management</b>										
0.1.1.a Project Management	8						8	0	\$52	\$2,012
0.4.1.a Design Review Meetings	4		2	4			10	0	\$65	\$2,065
<b>SUBTOTAL PHASE 0</b>	<b>12</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>18</b>	<b>\$117</b>	<b>\$4,077</b>
<b>Phase 2 - Final Design</b>										
2.2.1.a Checked Design Submittal (95% PS&E)	4	8	12	24	24	40	112	0	\$728	\$18,988
<b>SUBTOTAL PHASE 2</b>	<b>4</b>	<b>8</b>	<b>12</b>	<b>24</b>	<b>24</b>	<b>40</b>	<b>112</b>	<b>112</b>	<b>\$728</b>	<b>\$18,988</b>
<b>PROJECT TOTALS</b>	<b>16</b>	<b>8</b>	<b>14</b>	<b>28</b>	<b>24</b>	<b>40</b>	<b>130</b>	<b>130</b>	<b>\$845</b>	<b>\$23,065</b>

**TOTAL INCREASE FOR AMENDMENT NO. 3 TO AGREEMENT SHALL NOT EXCEED \$25,371.50, FOR A TOTAL AGREEMENT AMOUNT NOT TO EXCEED \$579,511.50.**