

Attachment A

**AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GHD INC.**

THIS AMENDMENT NO. 4 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, Agreement was amended by the Parties on September 13, 2023 (hereinafter, “Amendment No. 3”, including Exhibit A-3 – Scope of Services/Payment Provisions) to increase the amount by \$25,371.50 which resulted in a total not to exceed amount of \$579,511.50 with no extension to the term; and

WHEREAS, following CONTRACTOR’s 100% Plans, Specifications and Estimate (PS&E) submittal, County requested changes to the plans and specifications for the Project; and

WHEREAS, completion of the updated 100% PS&E submittal is scheduled in January 2025; 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, construction of the Project is scheduled to start in June 2025; and

WHEREAS, additional services to the original scope of the Agreement as indicated in “Exhibit A-4 – Scope of Services/Payment Provisions” and incorporated by this reference are necessary to add a final Town Hall Meeting to present Project concepts, update 100% PS&E submittal package, evaluate whether a Temporary Construction Easement instead of a Right of Entry is needed, evaluate transition of the mixed use path to the roadway, evaluate extra potholing results near PG&E gas line and possible re-grading, consider a portable traffic signal during stage construction, addition of a two-way left turn lane near Bernardus Lodge & Spa driveway on Carmel Valley Road, and additional bid support and design support during construction; and

WHEREAS, various provisions of the Agreement require an update; and

WHEREAS, CONTRACTOR’s Rate Schedule requires an update effective February 26, 2025 as indicated in “Exhibit A-5 – Revised Rate Schedule” and incorporated by this reference; and

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

WHEREAS, the Parties wish to further amend the Agreement to update various provisions, to update the Rate Schedule, effective February 26, 2025, to extend the term for approximately two (2) additional years and a half year to August 31, 2027, to increase the amount by \$94,712 for a total amount not to exceed \$674,223.50 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 4.

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, A-3 and A-4** 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, A-3, A-4 and A-5**, 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 \$674,223.50.

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 August 31, 2027, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, “Additional Provisions/Exhibits”, to add “Exhibit A-4 – Scope of Services/Payment Provisions” and “Exhibit A-5 – Revised Rate Schedule”, effective February 26, 2025.

5. Amend Paragraph 6, “Payment Conditions” to read as follows:

6.01 Prices/changes shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for price/rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04. 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 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 30 days of receiving the certified invoice.

6.05. CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement. If reimbursement for mileage expenses is set forth in this Agreement in Exhibit A – Scope of Services/Payment Provisions, then the Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel. If reimbursement for travel expenses is set forth in this Agreement in Exhibit A – Scope of Services/Payment Provisions, then the Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for

travel expenses as set forth in the applicable U.S. General Services Administration (US GSA) Per Diem Rates for the Primary Destination at the time of travel.

6. Amend Section 9.03, "Insurance Coverage Requirements", of Paragraph 9.0, "Insurance", to read as follows:

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.)

Auto Liability Coverage: must include 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 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 services 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.

7. Amend Section 9.04, “Other Insurance Requirements”, of Paragraph 9.0, “Insurance Requirements”, to read as follows:

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 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 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, 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 Agreement, 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 to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, 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.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance 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 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 County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five 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 County, at its sole discretion, to terminate this Agreement immediately.

8. Amend Agreement to add Section 15.18, "Independent Contractor Compliance with Government Code Section 1097.6(c)", under Paragraph 15, "Miscellaneous Provisions", as follows:

CONTRACTOR'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'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 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.

9. In all places within the Agreement, any reference to County's email address of PWFP-Finance-AP@co.monterey.ca.us for invoicing, is hereby replaced with PWFP-Finance-AP@countyofmonterey.gov.
10. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
11. This Amendment No. 4 and all prior amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
12. The recitals to this Amendment No. 4 are incorporated into the Agreement and this Amendment No. 4.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 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: _____
Its: _____
(Print Name and Title)
Date: _____

CONTRACTOR*

GHD Inc. Signed by: _____
By: Kamesh Vedula
(Signature of Chair, President or Vice President)
Its: **Kamesh Vedula, Vice President**
(Print Name and Title)
Date: 1/31/2025 | 12:40 PM PST

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

DocuSigned by:
By: Mary Grace Perry, Deputy County Counsel
76A18B9BA72D498...
Mary Grace Perry
Deputy County Counsel
Date: 2/5/2025 | 10:37 AM PST

Signed by:
By: Patricia Osoko
6DD562BB73B7461...
(Signature of Secretary, Assistant Secretary, CFO, Treasurer or Assistant Treasurer)
Its: **Patricia Osoko, Secretary**
(Print Name and Title)
Date: 2/4/2025 | 10:13 AM PST

Approved as to Fiscal Provisions
Rupa Shah, Auditor-Controller

DocuSigned by:
By: Patricia Ruiz
E79EF64E57454F6...
Its: **Auditor Controller Analyst I**
(Print Name and Title)
Date: 2/5/2025 | 2:32 PM PST

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Susan K. Blicht, County Counsel

By: _____
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 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-4 - 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		
0.1.1b The Project timeline has been extended significantly, causing additional time needed to be spent with County staff, CONTRACTOR designers and coordinating with CONTRACTOR’s other subcontractors, and a new Professional Engineer needed to sign the final plans.		\$11,867
0.2 PROJECT INITIATION		\$0
0.3 COORDINATION MEETINGS		\$0
0.3.1a CONTRACTOR staff has been asked to attend a final Town Hall Meeting to discuss the Project concepts. This included several meetings with County staff and preparation of renderings for use as displays.		\$14,360
0.4 DESIGN REVIEW MEETINGS		\$0
0.5 CALTRANS LOCAL ASSISTANCE COORDINATION		\$0
<i>Subtotal Phase 0</i>		<i>\$26,227</i>
PHASE 1 – PRELIMINARY ENGINEERING AND REPORTS		
1.1 DATA COLLECTION		\$0
1.2 GEOTECHNICAL INVESTIGATION		\$0
1.3 FIELD SURVEYS AND BASE MAP TOPOGRAPHY		\$0
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

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

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>\$0</i>
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)		\$0
2.3	FINAL DESIGN SUBMITTAL (100% PS&E)		\$0
2.3.1a	There have been several design changes after submittal of the 100% PS&E, including evaluating whether a Temporary Construction Easement (TCE) was needed instead of a Right-of-Entry (ROE), evaluating the transition of the mixed use path to the roadway, evaluating extra potholing results near the PG&E gas line and possible re-grading, consideration of a Portable Traffic signal during stage construction, and the addition of a two-way left turn lane (TWLTL) near the Bernardus driveway on Carmel Valley Road.		\$42,500
2.4	ROW ACQUISITION SERVICES (If Required)		\$0
2.5	LEGAL DESCRIPTIONS AND EXHIBITS		\$0
2.6	BIDDING PERIOD SERVICES		\$0
2.6.1a	Additional time that was not originally anticipated to be spent updating and revising the final Project bid package, which will likely require CONTRACTOR’s effort to answer questions and prepare addenda, and CONTRATOR and Cornerstone being required to assist with Construction Contractor submittals during construction.		\$25,985
<i>Subtotal Phase 2</i>			<i>\$68,485</i>
TOTAL INCREASE FOR AMENDMENT NO. 4 TO AGREEMENT:			\$94,712

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

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

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@countyofmonterey.gov
Phone: (831) 796-3009

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an increased amount not to exceed **\$94,712, for a total Agreement amount not to exceed \$674,223.50**, 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 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 the associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@countyofmonterey.gov with a copy to sanchezj9@countyofmonterey.gov:

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@countyofmonterey.gov.

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

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-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

PROJECT FEE SHEET

Project Name: Carmel Valley Road and Laureles Grade Roundabout

Client: County of Monterey

Prepared by: J. Walter

Date: January 22, 2025

Reviewed by: E. Fansleau

Job Number: 11203642

Phase / Item	GHD LABOR HOURS				GHD HOURS	TOTAL HOURS	OTHER DIRECT COSTS	PROJECT FEES		
	Walter Proj Mgr	Fansleau Proj Engr	Vanegas Moran Engr Lead	Brechwald Jr Engr				Structures	GHD	TOTAL FEE
	Sr Tech Dir 3	Tech Dir 1	Sr Prof 1	Prof 1				Cornerstone		
	\$ 315	\$ 290	\$ 240	\$ 210						
Phase 0 - Project Management										
0.1.1b Project Management	24	14	0	0	38	0	\$247	\$0	\$11,867	\$11,867
0.3.1a Coordination Meetings	12	2	0	0	14	0	\$10,000	\$0	\$14,360	\$14,360
SUBTOTAL PHASE 0	36	16	0	0	52	52	\$10,247	\$0	\$26,227	\$26,227
Phase 2 - Final Design										
2.3.1a Final Design Submittal (100% PS&E)	8	32	20	40	100	0	\$650	\$16,850	\$25,650	\$42,500
2.6.1a Bidding Period Services	8	2	8	40	58	0	\$377	\$12,188	\$13,797	\$25,985
SUBTOTAL PHASE 2	16	34	28	80	158	158	\$1,027	\$29,038	\$39,447	\$68,485
PROJECT TOTALS	52	50	28	80	210	210	\$11,274	\$29,038	\$65,674	\$94,712

TOTAL INCREASE FOR AMENDMENT NO. 4 TO AGREEMENT SHALL NOT EXCEED \$94,712, FOR A TOTAL AGREEMENT AMOUNT NOT TO EXCEED \$674,223.50.

EXHIBIT A-5 - REVISED RATE SCHEDULE

Effective February 26, 2025



GHD Class	GHD Description	2025 CDN/US Rate
PROFESSIONAL		
A001	Senior Technical Director 1	\$ 440.00
A002	Senior Technical Director 2	\$ 410.00
A003	Senior Technical Director 3	\$ 380.00
A004	Technical Director 1	\$ 360.00
A005	Technical Director 2	\$ 340.00
A006	Senior Professional 1	\$ 310.00
A007	Senior Professional 2	\$ 290.00
A008	Professional 1	\$ 280.00
A009	Professional 2	\$ 240.00
A010	Professional 3	\$ 215.00
A011	Vacationer / Intern	\$ 200.00
CONSULTANT		
V001	Executive Consultant 1	\$ 565.00
V002	Executive Consultant 2	\$ 515.00
V003	Senior Consultant 1	\$ 425.00
V004	Senior Consultant 2	\$ 380.00
V005	Consultant 1	\$ 315.00
V006	Consultant 2	\$ 260.00
V007	Consultant 3	\$ 210.00
TECHNICAL		
B001	Lead Design Technician 1	\$ 395.00
B002	Lead Design Technician 2	\$ 365.00
B003	Lead Design Technician 3	\$ 330.00
B004	Senior Design Technician 1	\$ 325.00
B005	Senior Design Technician 2	\$ 305.00
B006	Design Technician 1	\$ 280.00
B007	Design Technician 2	\$ 260.00
B008	Drafting/Design 1	\$ 250.00
B009	Drafting/Design 2	\$ 215.00
B010	Drafting/Design 3	\$ 200.00
B011	Drafting/Design 4	\$ 190.00
B012	Intern Drafting/Design	\$ 170.00

GHD Class	GHD Description	2025 CDN/US Rate
ADMINISTRATION		
C001	Business Services Manager 1	\$ 350.00
C002	Business Services Manager 2	\$ 310.00
C003	Senior Business Services 1	\$ 240.00
C004	Senior Business Services 2	\$ 225.00
C005	Business Services 1	\$ 200.00
C006	Business Services 2	\$ 190.00
C007	Business Services 3	\$ 140.00
SITE BASED		
S001	Senior Construction Manager	\$ 385.00
S002	Construction Manager	\$ 335.00
S003	Lead Site Engineer/Supervisor	\$ 295.00
S004	Senior Site Engineer	\$ 265.00
S005	Site Engineer	\$ 250.00
S006	Lead Inspector	\$ 255.00
S007	Senior Inspector	\$ 205.00
S008	Inspector / Specialist 1	\$ 180.00
S009	Inspector / Specialist 2	\$ 165.00
S010	Clerk / Specialist 3	\$ 155.00
S011	Senior Site Manager 1	\$ 165.00
S012	Senior Site Manager 2	\$ 155.00
S013	Senior Site Manager 3	\$ 145.00
S014	Senior Site Manager 4	\$ 135.00
S015	Operator/Labourer 1	\$ 135.00
S016	Operator/Labourer 2	\$ 125.00
S017	Operator/Labourer 3	\$ 105.00
PROJECT SUPPORT		
D001	Project Support Manager 1	\$ 420.00
D002	Project Support Manager 2	\$ 395.00
D003	Senior Project Support 1	\$ 350.00
D004	Senior Project Support 2	\$ 300.00
D005	Project Support 1	\$ 285.00
D006	Project Support 2	\$ 265.00
D007	Project Support 3	\$ 245.00
D008	Project Support 4	\$ 220.00
D009	Project Support 5	\$ 190.00
D010	Project Support 6	\$ 135.00

EXHIBIT A-5 - REVISED RATE SCHEDULE

Effective February 26, 2025



2025 Rate Schedule Notes

- 1) Rates are for employees of GHD companies.
- 2) An administration fee will apply to all invoices to cover in-house disbursements (Associated Project Costs) on a project. This will be charged at a rate of either:
 - 6% of total professional fees
 - Hourly rate of CAD \$7.50 or USD \$6.50

3) ~~All travel will be invoiced at economy class rates. Lodging and meal expenses will be at cost plus agreed markup unless a per diem rate is negotiated.~~

Initial Initial
EV PL
 Contractor Initials

2/5/2025 | 8:57 AM PST
Date 2/5/2025 | 8:58 AM PST

- 4) All other project related disbursements, expenses and subcontractor costs will be invoiced with a markup of 15%.
- 5) Fee schedule is subject to change annually.

6) Leased and personnel vehicles, field equipment and disposable field supplies will be invoiced at established rates. ~~Personal vehicle mileage rates will be charged in accordance with government regulated standard rates.~~

Initial Initial
EV PL
 Contractor Initials

2/5/2025 | 8:57 AM PST
Date 2/5/2025 | 8:58 AM PST