

Attachment A

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**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
HARRIS & ASSOCIATES, INC.**

THIS AMENDMENT NO. 3 to the Professional Services Agreement No. A-13805 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Harris & Associates, Inc. (hereinafter, “CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, due to the exigent need to complete repair work on Palo Colorado Road at the Rocky Creek Crossing caused by the January and February 2017 Winter Storm Events and to avert any further catastrophic damage that may ensue during the 2017/2018 Winter Storm Season on the roadway and at the direction of Federal Emergency Management Agency (hereinafter, “FEMA”) personnel, CONTRACTOR was selected using a three (3) bid process to provide professional engineering services (hereinafter, “services”) for Phase 2 of the Palo Colorado Road Emergency Repair at the Rocky Creek Crossing (hereinafter, “Project”); and

WHEREAS, CONTRACTOR entered into a Professional Services Agreement No. A-13805 with County on July 26, 2017 (hereinafter, “Agreement”) to provide services for the Project through June 13, 2020 for an amount not to exceed \$418,428; and

WHEREAS, Agreement was amended by the Parties on December 14, 2017 (hereinafter, “Amendment No. 1”, including Exhibit D – Federal Emergency Management Agency (FEMA) Federal Provisions) to include Exhibit D to comply with FEMA requirements with no extension to the term and with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on June 29, 2018 (hereinafter, “Amendment No. 2”, including Exhibit A-1 – Scope of Services/Payment Provisions) to increase the amount by \$157,058 which resulted in a total not to exceed amount of \$575,486 with no extension to the term, and update the Indemnification for Design Professional Services Claims; and

WHEREAS, Task 2.11, Bird Nesting Survey, has been completed for the Project; and

WHEREAS, the Project’s construction schedule has been extended due to delays caused by the relocation of a power pole by Pacific Gas and Electric Company (PG&E); site conditions during the excavation of 8,000 cubic yards of material from the Project area and the encountering of more and large rocks; and the screening process, including the stockpiling of rocks four (4) inches or larger from the excavation; and

WHEREAS, due to the extension of the Project’s construction schedule, the Central Coast Regional Water Quality Control Board (RWQCB) has requested the preparation of a Winterization Plan and therefore Task 2.3, Central Coast RWQCB Water Quality Certification (WQC) and/or

Waste Discharge Requirements (WDR) (Section 401), of the original scope of the Agreement requires Water Quality and Project Site Monitoring during construction of the Project; and

WHEREAS, additional funding is necessary to allow CONTRACTOR to continue to provide additional Project Management, complete and implement the Environmental Documentation and Permits, and Design Support During Construction, and to assist with closing out the permit documents to complete services for the Project; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$144,880 for a total amount not to exceed \$720,366 to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 3.

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

1. Amend Paragraph 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 \$720,366.

2. Amend Paragraph 4, “Additional Provisions/Exhibits”, to add “Exhibit A-2, Scope of Services/Payment Provisions”.
3. All terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
4. This Amendment No. 3 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. 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

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Harris & Associates, Inc.
Contractor's Business Name

Date: _____

By: _____
(Signature of Chair, President or Vice President)

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

Its: _____
Steve Winchester, Sr. VP
(Print Name and Title)

By: _____
Robert M. Shaw
Deputy County Counsel

Date: _____ 10/23/18

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

Date: _____

Its: _____
Steve Winchester, CFO
(Print Name and Title)

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____ 10/23/18

Date: _____

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

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) managing members. 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.

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

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Harris & Associates, Inc.
Contractor's Business Name

Date: _____

By: _____
(Signature of Chair, President or Vice President)

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

Its: Steve Winchester, Sr. VP
(Print Name and Title)

By: _____
Robert M. Shaw
Deputy County Counsel

Date: 10/23/18

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

Date: 10-23-2018

Its: Steve Winchester, CFO
(Print Name and Title)

Approved as to Fiscal Provisions
By: _____
Auditor/Controller

Date: 10/23/18

Date: 10/24/18

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

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) managing members. 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-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Harris & Associates, Inc.
Palo Colorado Road Emergency Repair at Rocky Creek Crossing (RFQ #1601)
RMA – Public Works, Parks and Facilities
Page 1 of 7



Harris & Associates.

September 24, 2018

Enrique Saavedra, PE
Chief of Road & Bridges
County of Monterey
1441 Schilling Place
Salinas, CA 93901

Palo Colorado Road (Crossing Rocky Creek), Monterey County – Amendment #3

Dear Enrique,

The Harris team continues to work hard to assist the County team with delivering the Palo Colorado Road project for the Community of Palo Colorado. As requested by the County, we are providing this amendment to address additional services related to the requirements set forth in the environmental permits and to continue our design support services during construction.

In addition, the contractor's schedule has been pushed out due to site conditions. We are coordinating with the Water Board regarding an extension of time for the 401 Permit. Due to this extension, the Water Board is requesting that the contractor make every effort to expedite the work. As such, the Contractor has agreed to work on the weekends. This increase in working hours will require our biologists to perform surveys over the weekend, which was not accounted for in our current contract. Therefore, we have addressed this increase in effort in this amendment.

This amendment includes additional budget to provide Project Management services, implement the Environmental Documents and Permits, assist with closing out the permit documents and increase the budget for Design Services During Construction.

The following list outlines the remaining tasks to be provided to complete the project.

TASK 1 – PROJECT MANAGEMENT

TASK 1.1 – PROJECT MANAGEMENT

Project Management responsibilities will involve preparation and maintenance of the Critical Path Method (CPM) schedule, resource management, and coordination meetings with the Project Development Team (PDT). Additional hours are required due to the increase in scope and schedule.

TASK 2 – ENVIRONMENTAL DOCUMENTATION AND PERMITS

The following tasks are presented as shown in the original contract and are remaining, unless otherwise noted.

TASK 2.1 – WETLAND DELINEATION AND PRELIMINARY JURISDICTIONAL DETERMINATION

Complete

TASK 2.2 – USACE NATIONWIDE PERMIT (SECTION 404)

A post construction report shall be submitted 45 days after the conclusion of construction activities. The report shall document construction activities and contain as-built drawings (if different from drawings submitted with

application) and include before and after photos. Harris will assist the County with closing of this permit. We have assumed **32 hours** for this task.

TASK 2.3 – CENTRAL COAST RWQCB WATER QUALITY CERTIFICATION AND/OR WDRS (SECTION 401)

Due to the extension of the construction schedule, the Water Board is requesting the preparation of a **Winterization Plan**. Harris will coordinate with the Water Board, prepare the plan and submit to the Water Board. We have assumed **32 hours** for this task.

The 401 Permit requires Water Quality and Project Site Monitoring during construction. This effort requires:

- **General:** Take representative photos of the project, including all areas of permanent and temporary impact, prior to (**Completed**), during (**In Progress**), and after project construction. If surface water is present, continuous visual surface water monitoring shall be conducted to detect accidental discharge of construction related pollutants (e.g. oil and grease, spills, turbidity plumes, or uncured concrete).

The Harris Team will continue to provide documentation of the site conditions during construction and will perform three (3) post construction site visits during the 2018/2019 rainy season, which were not included in our current contract. The three visits will include photos of the site, preparation of document reports and coordination with the Water Board and County staff. We have assumed 40 hours for this task.

- **In-Water Work, Dewatering, and/or Diversions:** Water quality monitoring shall be conducted in accordance with the approved plan. Prior to implementation of the dewatering/diversion plan, the Permittee shall conduct baseline monitoring (**Completed**) to determine turbidity levels at the proposed project site. The Permittee shall conduct daily visual monitoring and record keeping that document dewatering/diversion activities, control measures used in the process, the estimated volume of diversion/dewatering discharges, and visible water characteristics (e.g., visible turbidity, sedimentation, and/or erosion) during dewatering/diversion implementation (**In Progress**). Representative samples of receiving waters at the location of dewatering/diversion discharges shall be collected and analyzed for turbidity daily while dewatering discharges continue (**In Progress**).

The Harris Team will continue to provide Water Quality Monitoring during construction and dewatering efforts. This amendment includes additional effort due to the extension of the construction schedule. We have assumed 60 hours for this task.

- **Post-Construction:** Visually inspect the Project site during the rainy season for five years to ensure excessive erosion, stream instability, or other water quality pollution is not occurring in, upstream of, or downstream of the Project site as a result of the Project. If water quality pollution is occurring, contact the Central Coast Water Board staff member overseeing the Project within three working days. The Central Coast Water Board may require the submission of a Violation of Compliance with Water Quality Standards Report. Additional permits may be required to carry out any necessary site remediation.

The Harris Team will perform three (3) site visits during the 2018/2019 rainy season, which will address one out of the five years. Please note that years two through five will need to be negotiated under a separate contract. A majority of this effort is captured under General above. Therefore, we have assumed eight (8) hours for this task.

- **Annual Reporting:** The Permittee shall submit an Annual Report each year on May 31. Annual reporting shall continue until a Notice of Project Complete is issued to the Permittee (**2018 Report Completed**).

The Harris Team will prepare and submit the Annual Report for 2019. We have assumed 24 hours for this task. This report will be submitted prior to May 31, 2019. Please note that the Annual Report for years two through five will need to be negotiated under a separate contract.

- **Commencement of Construction:** The Permittee shall submit a Commencement of Construction Report at least seven days prior to start of initial ground disturbance activities (*Completed*).
- **Request for Notice of Completion of Discharges:** The Permittee shall submit a Request for Notice of Completion of Discharges following completion of active Project construction activities, including any required restoration and permittee responsible mitigation installation. This request shall be submitted to the Central Coast Water Board staff within 30 days following completion of all Project construction and discharge activities. Upon approval of the request, Central Coast Water Board staff will issue a Notice of Completion of Discharges to the Permittee which will end the active discharge period and associated annual fees.

The Harris Team will prepare and submit a Request for Notice of Completion of Discharges following completion of active Project construction activities. This effort includes coordination with the Water Board, County staff and the contractor; as well as documentation of the post construction site conditions. We have assumed 32 hours for this task.

- **Request for Notice of Project Complete:** The Permittee shall submit a Request for Notice of Project Complete when all required construction, post-discharge, and mitigation monitoring is complete, all mitigation success criteria have been achieved, and no further Project activity is planned. This request shall be submitted to Central Coast Water Board staff within 30 days following completion of all Project activities. Upon approval of the request, the Central Coast Water Board staff will issue a Notice of Project Complete to the Permittee which will end the post discharge monitoring period and associated annual fees.

This task will need to be negotiated under a separate contract due to the timeframe associated with closing out the project after the five year monitoring requirement.

- **Accidental Discharges of Hazardous Materials:** Submit following an accidental discharge of a reportable quantity of a hazardous material, sewage, or an unknown material.

At this time, it is difficult to estimate the effort associated with addressing this requirement since it is not known when or how many times this issue may occur. Therefore, we have assumed eight (8) hours for this task.

- **Violation of Compliance with Water Quality Standards:** The Permittee shall notify the Central Coast Water Board within 24 hours of any event causing a violation of compliance with water quality standards. Notification may be via telephone, email, delivered written notice, or other verifiable means.

At this time, it is difficult to estimate the effort associated with addressing this requirement since it is not known when or how many times this issue may occur. Therefore, we have assumed eight (8) hours for this task.

- **In-Water Work, Dewatering, or Diversions:** The Permittee shall notify the Central Coast Water Board at least forty-eight (48) hours prior to initiating work in water or stream diversions/dewatering (*Completed*). Notification may be via telephone, e-mail, delivered written notice, or other verifiable means. Throughout the period of active dewatering/diversion, the Permittee shall submit to the Central Coast Water Board staff weekly monitoring and maintenance reports, due each Wednesday (*In Progress*). The first report is due the first Wednesday after the dewatering/diversion commences. The last report is due after the dewatering/diversion is completed and the areas impacted by the dewatering/diversion are restored to their original condition or improved.

The Harris Team is currently providing this service. However, due to the extension of the construction schedule, we have included additional hours to support the County with this effort. We have assumed 40 hours for this task.

- **Project Modifications:** Project modifications may require an amendment of this Order. The Permittee shall give 14-day advance notice to Central Coast Water Board staff if Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority by submitting a Modifications to Project Report.

At this time, it is difficult to estimate the effort associated with addressing this requirement since it is not known if this may occur. Therefore, we have assumed eight (8) hours for this task.

- **Transfer of Property Ownership or Project Responsibility:** The Permittee must notify the Central Coast Water Board of any change in ownership or interest in ownership of the Project area by submitting a Transfer of Property Ownership or Project Responsibility Report, this includes the monitoring associated with the Big Sur Land Trust mitigation planting. The Report must include a written agreement between the existing and new responsible party containing a specific date for the transfer of this Order's responsibility and coverage between the current responsible party and the new responsible party. This agreement shall include an acknowledgement that the existing responsible party is liable for compliance and violations up to the transfer date and that the new responsible party is liable from the transfer date on. The Permittee and purchaser must sign and date the Report and provide the Report to the Central Coast Water Board at least 30 days prior to the transfer of ownership.

If this task is required to be performed by Harris, we will utilize the budget associated with Task 2.8 below.

- **Transfer of Long-Term BMP Maintenance:** If maintenance responsibility for post-construction BMPs is legally transferred, the Permittee must submit to the Central Coast Water Board a copy of such documentation and must provide the transferee with a copy of a long-term BMP maintenance plan that complies with manufacturer or designer specifications.

We do not expect to perform this task, therefore, we have not included budget in this amendment.

TASK 2.4 – CDFW LAKE OR STREAMBED ALTERATION AGREEMENT (SECTION 1602)

A Final Project Report is required to be submitted within 30 days after Project construction is completed. The report shall summarize the Project and address the implementation of each Protective Measure included in the 1602 Permit. The report shall also include all woodrat sightings and a map of existing woodrat houses and constructed woody debris piles (Avoidance and Minimization Measure 2.3(e)). Before, during, and after photo documentation of the Project site shall be included in the report. This report is not included in our contract, therefore, we have assumed **40 hours** to coordinate, prepare and submit this report to CDFW.

TASK 2.5 – BIOLOGICAL RESOURCES ASSESSMENT (SECTION 7)

The Harris Team will continue to provide construction surveys for presence of California red-legged frog as required by USFWS. Due to the extension of the construction schedule, we are requesting an **additional 60 hours** to perform these surveys.

TASK 2.6 – CULTURAL RESOURCES STUDIES (SECTION 106)

We are not requesting additional budget for this task. However, should a request from the permitting agency arise, we have accounted for miscellaneous tasks/request in Task 2.8

TASK 2.7 – CONCEPTUAL MITIGATION PLAN

We are not requesting additional budget for this task. However, should a request from the permitting agency arise, we have accounted for miscellaneous tasks/request in Task 2.8

TASK 2.8 – PERMITTING PROCESS MANAGEMENT AND MEETINGS

The permitting effort associated with federal agency requirements is unknown at this time. Therefore, we have included a budget of **100 hours** to address any request that may be encountered. This Task also includes coordination with Big Sur Land Trust to coordinate the offsite mitigation and assist with the Transfer of Ownership pursuant to the 401 Water Quality Permit (described in Task 2.3). This budget will only be used when request come in that are outside the scope of work included in this amendment and under the current contract.

TASK 2.9 – COASTAL DEVELOPMENT PERMIT SUPPORT

Complete

TASK 2.10 - CEQA/NEPA DOCUMENTATION

We are not requesting additional budget for this task. However, should a request from the permitting agency arise, we have accounted for miscellaneous tasks/request in Task 2.8

TASK 2.11 – BIRD NESTING SURVEY (NEW)

Complete

ASSUMPTIONS

This scope includes ongoing coordination with the Big Sur Land Trust to finalize offsite mitigation plans. This scope does not include implementation of the onsite mitigation (tree/vegetation planting, management, monitoring and reporting) because it is assumed that it will be implemented by a County-selected contractor.

TASK 8 –DESIGN SERVICES DURING CONSTRUCTION

Do to the number of Request for Information (RFIs) and Submittals, we are requesting additional budget to continue assisting the County with this effort. Remaining items to be constructed include the backfill of Rocky Creek, construction of the retaining wall on Palo Colorado Road, and site stabilization. We are requesting an **additional 156 hours** to perform this task.

In addition, the County has requested assistance from our Geotechnical Engineer consultant, Pacific Crest Engineering (PCE); to assist with verification of facilities and foundations during construction. Therefore, we are including their proposal to assist with this effort.

COST ESTIMATE

The not to exceed time and materials cost estimate for performing the tasks described above is **\$144,880, which does not include the remaining budget under the existing contract**. The following is a summary of the Palo Colorado contracts to date:

Contract	Harris JN	Budget	Budget Remaining	Actual Fee (to date)
Palo Colorado Phase 1	150-1003.003	\$299,714.30	\$13,043.76*	\$286,670.54
Palo Colorado Phase 2 (includes Amendment #2)	170-0288.01	\$575,486.00	\$41,857.63	\$533,628.37***
Total (to date)=		\$875,200.30		\$820,298.91
Palo Colorado Phase 2 – Amendment 3	170-0288.01	\$144,880.00	--	--

*This budget is not available due to contractual dates in the original contract.

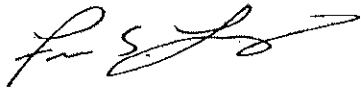
**Billing rates have been revised to reflect 2018 rates per Exhibit 10-H. Rates are subject to change on January 1, 2019.

***Fee as of September 14, 2018

The Harris team remains committed to this important project and will keep this project a priority until the project is constructed and the County is reimbursed. Please feel free to contact me directly should you have any questions regarding this scope of work and cost estimate.

Sincerely,

Harris & Associates, Inc.



Frank Lopez, PE, QSD, CFM
Senior Director, Engineering Services
(831) 789-8667 ■ Frank.Lopez@WeAreHarris.com

Attachment 1 - Cost Estimate
Attachment 2 – Pacific Crest Engineering Proposal and Billing Rates

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS



County of Monterey
Palo Colorado Road Repair (MP 3.0-3.5) Project
Amendment 3
FEE ESTIMATE

Task/Subtask	Harris & Associates					Subconsultants					Subtotals
	QA/QC Gary Yegoré	PM Frank Lopez	Lead Glenn Espanto	Design Engineer Omar Jalili	ENV Biologist Shannon Bare	Survey ABE	Geo PCE	Permitting ICF	Structural TRC	Arborist	Harris Markup 0%
	\$322.36	\$229.34	\$157.39	\$122.08	\$149.49						
Task 1 Project Management & Reimbursement											
1.1 Project Management											
Subtotal Hours =	0	60	0	0	0						\$13,760
Subtotal (\$) =	\$0	\$13,760	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,760
Task 2 Environmental Documentation and Permits											
2.2 USACE Nationwide Permit (Section 404)		2			30						\$4,943
Central Coast RWQCB Water Quality Certification											
2.3 and/or WDRs (Section 401)		40			220						\$42,061
CDFW Lake or Streambed Alteration Agreement											
2.4 (Section 1602)		8			32						\$6,618
2.5 Biological Resources Assessment (Section 7)					60						\$8,969
2.8 Permitting Process Management and Meetings		12			88						\$15,907
Subtotal Hours =	0	62	0	0	430						492
Subtotal (\$) =	\$0	\$14,219	\$0	\$0	\$64,281	\$0	\$0	\$0	\$0	\$0	\$78,500
Task 8 Design Services During Construction											
8.2 RFI and Submittal Reviews											
Subtotal Hours =	12	24	80	40	40		\$25,773				\$52,620
Subtotal (\$) =	\$3,868	\$5,504	\$12,591	\$4,883	\$0	\$0	\$25,773	\$0	\$0	\$0	\$52,620
Total Hours by Classification =	12	146	80	40	430						708
Total (\$) by Classification =	\$3,868	\$33,484	\$12,591	\$4,883	\$64,281	\$0	\$25,773	\$0	\$0	\$0	\$144,880
Percentage of Time Allocated (by hours) =	2%	21%	11%	6%	61%						
Direct Expenses =		\$0					\$0	\$0	\$0	\$0	\$0
Total (\$) =			\$119,107			\$0	\$25,773	\$0	\$0	\$0	\$119,107
Total											\$25,773
Total											\$144,880

Note: