

# Attachment H

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

**THIS AMENDMENT NO. 3** to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Biggs Cardosa Associates, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties").

**WHEREAS**, CONTRACTOR entered into a Professional Services Agreement with County on July 22, 2009 (hereinafter, "Agreement"); and

**WHEREAS**, Agreement was amended by the Parties on December 27, 2010 (hereinafter, "Amendment No. 1") and March 6, 2012 (hereinafter, "Amendment No. 2"); and

**WHEREAS**, the 65% Plans, Specifications and Estimate (PS&E) have been completed for the Nacimiento Lake Drive Bridge Replacement (hereinafter, "Project"); and

**WHEREAS**, the final design of the Project has not been completed due to an unanticipated delay caused by the Department of Transportation (Caltrans) and the Historical Resources Review Board (HRRB) requirement that environmental documentation for the Project be revised from a Mitigated Negative Declaration to an Environmental Impact Report (EIR); and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term to September 30, 2016 with no associated dollar amount increase to allow CONTRACTOR to complete the EIR and final design of the Project as identified in the Agreement.

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

1. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:  
  
The term of this Agreement is from February 9, 2009 to September 30, 2016, unless sooner terminated pursuant to the terms of this Agreement.
2. Amend Paragraph 4, "Additional Provisions/Exhibits" to add Exhibit A-2. Exhibit A-2 provides the current status of tasks to update the Schedule referenced in the Agreement, Exhibit A – Scope of Services/Payment Provisions.
3. All other terms and conditions of the Agreement remain unchanged and in full force.

4. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 3 to the Agreement as of the day and year written below:

**COUNTY OF MONTEREY**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

Approved as to Form and Legality  
Office of the County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

Date: \_\_\_\_\_

Approved as to Fiscal Provisions

By: \_\_\_\_\_  
Auditor/Controller

Date: \_\_\_\_\_

Approved as to Indemnity and Insurance Provisions

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

**CONTRACTOR\***

Biggs Cardosa Associates, Inc.  
Contractor's Business Name

By: \_\_\_\_\_  
(Signature of Chair, President or Vice President)

Its: STEPHEN A. BIGGS / PRESIDENT  
(Print Name and Title)

Date: 9/23/13

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

Its: MARK A. CARDOSA / SECRETARY  
(Print Name and Title)

Date: 9/23/13

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

4. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 3 to the Agreement as of the day and year written below:

**COUNTY OF MONTEREY**

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

*Beaundra Lewelling, MBA*  
Contracts/Purchasing Officer  
Deputy Purchasing Agent  
County of Monterey

Date: \_\_\_\_\_

9-30-13

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

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

*Cynthia L. Olson*  
Deputy County Counsel

Date: \_\_\_\_\_

9-25-13

**Approved as to Fiscal Provisions**

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

Auditor/Controller

Date: \_\_\_\_\_

**Approved as to Indemnity and Insurance Provisions**

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

Risk Management

Date: \_\_\_\_\_

**CONTRACTOR\***

Biggs Cardosa Associates, Inc.

Contractor's Business Name

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

*Stephen A. Biggs*  
(Signature of Chair, President or Vice President)

Its: \_\_\_\_\_

STEPHEN A. BIGGS / PRESIDENT  
(Print Name and Title)

Date: \_\_\_\_\_

9/23/13

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

*Mark A. Cardosa*  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Its: \_\_\_\_\_

MARK A. CARDOSA / SECRETARY  
(Print Name and Title)

Date: \_\_\_\_\_

9/23/13

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

## EXHIBIT A - 2

9/12/2013

### Nacimiento Lake Drive Bridge at San Antonio River Co. No. 449; St. No. 44C-0009

#### Professional Services Agreement with Biggs Cardosa Associates, Inc.

The PSA with Biggs Cardosa Associates, Inc. (Agreement No. A-11432) has been ongoing and will need to be extended. The present agreement will expire on September 30, 2013. The project plans, specifications and estimate have been completed to the 65% complete level. The existing bridge structure to be removed is listed as a Historic Resource under the Monterey County Register of Historic Resources. It has been determined that the removal of the existing Nacimiento Lake Drive bridge which is listed as a historic resource will require an EIR for CEQA. The initial PSA specified a Mitigated Negative Declaration for the CEQA documentation. An amendment to the PSA to change the CEQA documentation and to provide additional funds for this higher level of Documentation is forthcoming. However with the expiration of the present PSA set for September 31, 2013 a prior amendment No. 3 is requested to extend the PSA from September 30, 2013 to September 30, 2016. It is important that this amendment be processed in order to complete the project. The delays in the completion of the project have been due to the recently determined need for an EIR for CEQA documentation and the County Funding restraints that have budgeted the construction of the project to The spring of 2016.

The tasks for the project conducted by Biggs Cardosa Associates for the project are listed with a comment on the completion or non completion of the task. This completion status is proved for information concerning the overall completion of tasks for the project.

#### TASK

0. PROJECT MANANGEMENT	On going
0.1 Project Initiation	Complete
0.2 Coordination Meetings	On going
0.3 Design Review Meetings	Design Review Meetings up to 65% review complete. Future design review meetings will be necessary to complete project to 100%
0.4 Permits	Permitting not complete. Regulatory Agency Permitting usually begins after completion of the NEPA and CEQA approval.
0.5 Community Meetings	Field Review/Kickoff Meeting Complete. Attendance at Public Information meeting for EIR and/or

## EXHIBIT A – 2

Board Hearing for approval of EIR  
not complete.

### PHASE I: PRELIMINARY ENGINEERING AND REPORTS

1.1 DATA COLLECTION	Complete
1.2 GEOTECHNICAL INVESTIGATION	Complete
Final Foundation Report	Complete
Log of Test Borings Plan Sheet	Complete
1.3 HAZARDOUS MATERIALS TESTING OF SOIL	Complete
1.4 FIELD SURVEYS AND BASE MAP TOPOGRAPHY	Complete
1.5 UTILITY MAP AND INVESTIGATION	Complete
Utility Map	Complete
1.6 PRELIMINARY RIGHT OF WAY	
Right of Way delineation	Complete
Legal descriptions & plats for right of way purchase	Not Complete
	CEQA needs to be complete prior to right of way acquisition phase
Right of Way Acquisition/Construction	Not Complete
Easement Legal Description and Exhibits	Not Complete
Right of Way Survey Monumentation	Not Complete
1.7 HYDRAULICS REPORT	Complete
Updated Design Hydraulic Study Report	Complete
Updated Location Hydraulic Study	Complete
1.8 ENVIRONMENTAL DOCUMENTS	
Task 1: Initial Study/Mitigated Negative Declaration	
Initial Study (IS)	Complete
Mitigated Negative Declaration	Amendment No. 4 will upgrade the Mitigated Negative Declaration to an EIR as required by the removal of the existing Historic Bridge.
Environmental Impact Report	Not Complete
Task 2: Cultural Resources/Section 106 Reports	
Task 2A: Area of Potential Effects (APE) Map	Complete
Task 2B: Historic Property Survey Report (HPSR)	Complete
Task 2C: Archaeological Survey Report (ASR)	Complete
Task 2D: Initial Study Cultural Resources Section	Complete

## EXHIBIT A – 2

Coordination with Monterey County Historical Resources Review Board	Not Complete
	Extensive coordination will be necessary during the EIR review period.
Task 2E: Initial Study Environmental Check List Question C	Complete
Task 3: Natural Environmental Study (NES)	Complete
Background Research	Complete
Biotic Habitat Surveys	Complete
Wildlife Surveys	Complete
Wetland Assessment	Complete
Impact Analysis	Complete
Task 4: Protocol Level Surveys for Rare Plants	Complete
Task 5: Protocol Level Surveys for California Red Legged Frog	Complete
Task 6: Fish Passage Assessment	Complete
Task 7: Biological Assessment (BA)	Complete
NEPA Compliance	Complete
CEQA Compliance	Not Complete
Task 8: Permits	
CDFW	Not Complete
RWQCB	Not Complete
ACOE	Not Complete
	Permitting will be done after completion of EIR.
Protocol level survey for Bald Eagle	This survey was a new requirement by Caltrans that was not included in the initial PSA.
1.9 35% SUBMITTAL:	
Preliminary Design and Type Selection	Complete
35% Plans	Complete
35% level Construction Estimate	Complete
Type Selection Report	Complete
PHASE II: FINAL DESIGN	
CONSTRUCTION DOCUMENTS	
2.1 UNCHECKED DESIGN SUBMITTAL (65% PS&E):	
65% Road Plans	Complete
65% Bridge Plans	Complete
65% Specifications	Complete



## EXHIBIT A - 2

65% Construction Cost Estimate	Complete
County Review of 65% PS&E	Complete
2.2 CHECKED DESIGN SUBMITTAL (95% PS&E):	Not Complete
Environmental EIR will need to be completed prior to submittal of 95% PS&E	
95% Complete Road Plans	Not Complete
95% Complete Bridge Plans	Not Complete
95% Complete Specifications	Not Complete
95% Construction Cost Estimate	Not Complete
County Review of 95% PS&E	Not Complete
Quality Assurance Review	Not Complete
Memorandum: Response to Comments	Not Complete
2.3 FINAL DESIGN SUBMITTAL (100% PS&E):	Not Complete
100% Final Plans (PS&E complete and ready for Advertisement)	Not Complete
Memorandum: Response to Comments	Not Complete
Bid Documents	Not Complete
2.5 RIGHT OF WAY ACQUISITION SERVICES	
Consultant in conjunction with COUNTY Public Works has performed Surveys and document search and evaluation to determine existing property lines and ownership. An existing property line and proposed right of way exhibit has been developed.	Complete
Environmental CEQA Documentation needs to be complete prior to right of way appraisals and acquisition and final Record of Survey Map.	
Legal Descriptions of areas to be acquired.	Not Complete
Record of Survey Map to show new right of way	Not Complete
2.6 BIDDING PERIOD SERVICES	Not Complete

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