

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND GHD INC.
TO PROVIDE CORRIDOR TRAFFIC ANALYSIS AND INTERSECTION CONTROL
DESIGN AND CONSTRUCTION SUPPORT**

This First Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and GHD Inc., a California corporation ("Consultant").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on July 23, 2019, to provide traffic analysis, intersection control design and construction support for Deschutes Road from State Route 44 to Old Forty-Four Drive ("Original Agreement"); and

WHEREAS, County and Consultant desire to amend the Scope of Work (Exhibit A), Fee Schedule (Exhibit B), Cost Schedule (Exhibit C), increase the allowable amount of compensation, extend the term of the Agreement, and add a counterparts/electronic signature clause (the "First Amendment"); and

WHEREAS, the Original Agreement and First Amendment are collectively referred to as the "Agreement."

NOW, THEREFORE, the Agreement is amended as follows:

I. **Exhibit A: Scope of Work** of the Agreement is replaced in its entirety with Exhibit A-1: Revised Scope of Work, attached and incorporated herein, as of the effective date of this First Amendment.

II. **Exhibit B: Fee Schedule** of the Agreement is replaced in its entirety with Exhibit B-1: 2021 Fee Schedule, attached and incorporated herein, as of the effective date of this First Amendment, provided however that Consultant shall not charge or invoice County at the rates set forth in Exhibit B-1 for any services or work performed prior to the effective date of this First Amendment.

III. **Exhibit C: Cost Schedule** of the Agreement is replaced in its entirety with Exhibit C-1: Revised Cost Schedule, attached and incorporated herein, as of the effective date of this First Amendment.

IV. Paragraph A of Section 1. **RESPONSIBILITIES OF CONSULTANT** of the Agreement is amended as of the effective date of this First Amendment to read as follow:

A. Pursuant to the terms and conditions of this agreement, Consultant shall perform the work described in the Revised Scope of Work in Exhibit A-1, attached hereto and incorporated herein.

V. Paragraphs **A, B, and C of Section 3. COMPENSATION** of the Agreement are amended as of the effective date of this First Amendment to read as follows:

- A. Consultant shall be paid on a time and materials basis for the services described in Section 1 of this agreement at the rates listed on the 2021 Fee Schedule in Exhibit B-1, attached hereto and incorporated herein.
- B. Estimated cost for each task listed in the Revised Scope of Work are listed in the Revised Cost Schedule in Exhibit C-1, attached hereto and incorporated herein. Total compensation for the tasks listed in the Revised Scope of Work shall not exceed \$229,478.00.
- C. In no event shall compensation paid to Consultant pursuant to this agreement exceed \$250,000.

VI. **Section 5. TERM OF AGREEMENT** of the Agreement is amended as of the effective date of this First Amendment to read as follows:

This agreement shall commence as of July 23, 2019 and shall end December 31, 2023.

VI. Add Section 28, "**COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES**" to read as follows:

Section 28. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES.

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

VII. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

VIII. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Consultant.

IX. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of the last date it is signed by both parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the County and Consultant have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this First Amendment and to bind the party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

JOE CHIMENTI, CHAIR

Board of Supervisors
County of Shasta
State of California

ATTEST:

MATTHEW P. PONTES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

RISK MANAGEMENT APPROVAL

DocuSigned by:
By: Matthew M. McOmber 07/18/2021 | 12:43:33 PM PDT
Matthew M. McOmber
Senior Deputy County Counsel

DocuSigned by:
By: James Johnson 07/12/2021 | 9:09:38 AM PDT
James Johnson
Risk Management Analyst III

CONSULTANT

GHD Inc.

DocuSigned by:
By: William M. Silva
1F873C6B79D0433...

Print Name: William M. Silva

Title: Principal / Vice President

Date: 07/10/2021 | 11:11:34 AM PDT

Tax I.D. #: 98-0425935

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibit A-1: Revised Scope of Work

FRONT STREET ACTIVE TRANSPORTATION IMPROVEMENTS

Task 1: Conceptual Design

As directed by County, Consultant shall assist in the conceptual design of bicycle and pedestrian improvement for Front Street in Cottonwood including, but not limited to: (1) attending up to four (4) design concept review meetings with the County and a community advisory committee to discuss conceptual bicycle and pedestrian improvements; and (2) using input received from County and design concept review meetings to prepare up to three (3) conceptual design (i.e. 15% designs) packages including planning-level cost estimates and conceptual drawings and renderings as needed to illustrate the feasibility, operational characteristics and aesthetic of each design.

DESCHUTES ROAD CORRIDOR STUDY

PHASE 1

Task 1: Corridor Analysis

1.1 Topographic Surveying

Consultant shall perform topographic and right-of-way surveying for the intersection of Deschutes Road and Cedro Lane. The limits will be sufficient to support design of either a roundabout or a traffic signal at this location. Consultant shall prepare AutoCAD base mapping.

Utility pot-holing is not included in the scope. If it is found to be prudent to perform utility pot-hole work, the work will either be performed by the County or by GHD via an agreement addendum.

1.2 Alternative Designs

Consultant shall provide conceptual designs and cost estimates for new signals and roundabouts for all intersections along Deschutes Road from the eastbound Highway 44 off-ramp to Cedro Lane (the “Deschutes Road Corridor”). One alternative will be 100% traffic signals where control along Deschutes Road is required. One alternative will maximize the use of roundabouts. In conjunction with Sub-Task 1.3, Consultant shall prepare AutoCAD base mapping using publicly available aerial imagery, County as-builts, and County Assessor’s information.

Deliverables for this sub-task shall be due to County within 120 days of receipt of the notice to proceed.

1.3 Corridor Analysis

Consultant shall analyze the Deschutes Road Corridor for the optimum operation utilizing the Alternative Designs from Sub-Task 1.2

For traffic analysis purposes, Consultant shall:

1. Analyze for Year 2040 conditions using traffic volumes derived for the *Palo Cedro Office Building Traffic Impact Analysis, GHD, November 1, 2018*, or more recent information if available from Consultant’s in-house library of information.

2. Optimize the lanes, layouts and implementation phasing of the Alternative Designs from Sub-Task 1.2 in order to achieve the greatest level of service (“LOS”) in the *corridor* with the ultimate goal, if prudent, of achieving the County’s and Caltrans’ LOS standards. Identify locations with excessive queues. Use Synchro and Sidra as analysis tools. Perform preliminary truck turn and fastest patch analysis for the roundabouts.
3. Summarize the results of the traffic operations analysis in a brief Corridor Analysis technical memorandum that will include text, tables, figures, cost estimates, and conceptual design drawings. Submit the draft Corridor Analysis to the County and Caltrans for review and comment within 30 days of County’s approval of deliverables from Sub-Task 1.2. Meet with the County and Caltrans to review the draft findings. Within 30 days following receipt of agency comments, incorporate the comments and submit the final Corridor Analysis Report, stamped and signed by a registered engineer, to County.

Task 1A: Public Outreach Assistance

As directed by County, Consultant shall assist in the planning and preparation of a maximum of four (4) public outreach meetings intended to: (1) inform and educate the public on the Deschutes Road Corridor Study; and (2) gather public opinion on the various intersection control options available for implementation. Consultant shall coordinate with County to determine meeting logistics (i.e. time and location, etc.). Consultant will develop and provide electronic (PDF or Word) files for a meeting flyer and/or a brief narrative announcing the meeting for inclusion in emails or social media posts. County will secure the meeting location (including any fees, as applicable) and will distribute noticing materials for the meeting (including printing hard copies of flyers or handouts, if desired).

Consultant will prepare meeting materials (i.e. project presentation and up to four (4) posters or exhibits) and participate in all public outreach meetings as County’s technical expert. Following each meeting, Consultant will provide a summary memo documenting the format of the meeting and summarizing feedback received from the public.

PHASE 2

Phase 2 of the Scope of Work is to provide the design, specifications, and construction support necessary for implementation of new intersection controls at the Deschutes Road - Cedro Lane intersection. The type of intersection control necessary is dependent on the findings of the Phase 1 Corridor Analysis. Following completion of Phase 1 the County will advise the Consultant on the type of intersection control to be implemented at Cedro Lane.

For preliminary purposes of describing the Phase 2 scope of work, the type of intersection control to be implemented is initially presumed to be a traffic signal. Should some other configuration be chosen, the County and Consultant shall revise this Scope of Work as necessary to accommodate the chosen configuration.

Task 2: Cedro Lane Intersection Control - Preliminary Design

2.1 Initial Meeting Within 5 days of receipt of the notice to proceed with Phase 2, Consultant shall hold an initial meeting with County to establish guidelines and design criteria for the traffic

signal design conceptual plans, including review and concurrence on the traffic signal phasing scheme, ADA requirements, and control of pedestrian movements.

2.2 Background Research

Consultant shall perform background research to verify the as-built information with a field review. The field review will identify evident conflicts, both underground and overhead, which would affect the proposed work. The intersections will be photo and video logged to provide easy reference of physical features during development of the conceptual and design drawings. Consultant shall request utility mapping from public utilities.

2.3 Surveying

Consultant shall use the information collected in Phase 1.

2.4 Preliminary Base Plans

Consultant shall prepare traffic signal base plans and prepare civil drawings for roadway and ADA improvements at a legible scale. Consultant shall prepare truck turn exhibits to support the design layout. The format shall include the following:

- a. Centerline
- b. Curb/Gutter/Sidewalk
- c. Right of Way
- d. Roadway Striping
- e. Underground and Overhead Utilities, including potential conflicts
- f. Adequate Lines and Grades to Construct the Entire Project
- g. Title Sheet
- h. Preliminary Construction Details
- i. Typical Cross Section (if needed)

Assumptions:

1. *The electrical service for the traffic signal will be the same service that the County uses for overhead lighting*
2. *A drainage analysis will not be required*
3. *NPDES MS4 treatment will not be required*
4. *New traffic counts and analysis will not be required for the signal design. The design will rely upon work completed as part of Phase 1 and previous work by Omni-Means, Ltd. and GHD Inc.*
5. *No geotechnical or pavement investigations will be performed*
6. *Environmental approval services are not included*

2.5 Submittal of Preliminary Base Plans

Consultant shall submit preliminary base plans to County for review and comments within 60 days of receipt notice to proceed with Phase 2.

Task 3: Cedro Lane Intersection Control - 65% Plans

3.1 65% Traffic Signal Plans Consultant shall meet with the County to review comments from Task 2. Consultant shall design the traffic signal by establishing lane widths, shoulder widths, curb

lines, utility adjustments, electric service, seal coat/overlay (if required) limits, and sidewalk layouts. The plans shall include:

- a. Signing and Striping Modifications
- b. Phase Diagram
- c. Signal Standards
- d. Vehicle Heads
- e. Pedestrian Push Buttons
- f. Intersection Lighting, including lighting analysis
- g. Equipment Schedule
- h. Pull Boxes
- i. Detection Systems
- j. Handholes
- k. ADA Ramps, curbs, sidewalks, grading, private/public landscaping impacts (if any)
- l. Utility adjustments and service relocations (e.g. water service)
- m. Electric service
- n. Seal coat or HMA overlay limits and details (if required)

3.2 65% Submittal

Consultant shall provide copies of the 65% plans to the County for review and comments within 30 days of receipt of County's Task 2 comments.

Task 4: Cedro Lane Intersection Control - 95% Plans, Specifications and Estimate

4.1 95% Traffic Signal Plans Consultant shall meet with the County to review comments on Task 3. Consultant shall incorporate any changes requested by County that are consistent with the scope of work described in this agreement. The following design components will be added to the conceptual plans:

- a. Conduits
- b. Conductors
- c. Conductor Schedule

4.2 95% Engineer's Estimate

Consultant shall prepare a preliminary engineer's estimate.

4.3 95% Special Provisions

Consultant shall prepare and provide technical special provisions, using the Caltrans 2018 Standard Specifications, for the traffic signal work. Consultant shall identify applicable Standard Plans.

4.4 95% Submittal

Consultant shall provide copies of the 95% plans, specifications and estimate ("PS&E") in a format acceptable to the County within 30 days of receipt of County's Task 3 comments.

Assumptions:

1. *County, with Consultants support, will apply for an encroachment permit from Caltrans.*

Task 5: Cedro Lane Intersection Control - Final Plans, Specifications and Estimate

5.1 Final PS&E Consultant shall meet with the County to review comments on Task 4. Consultant shall provide final plans, final cost estimate and final technical special provisions for the project in a format acceptable to the County.

Consultant shall provide final plans, final cost estimate and final technical special provisions for County review and comments within 30 days of receipt of County's Task 4 comments.

Assumptions:

1. *The plans and special provisions will be stamped and signed by the Consultant's registered engineer(s).*
2. *The only utility relocation work will be for 1-2 water services.*
3. *Any public outreach and/or education will be provided by the County.*
4. *If the County desires some pavement repair work to be added to the project, the work will be identified by the County for incorporation into the PS&E by the Consultant.*
5. *No longitudinal street lighting is included. The County's existing street light at the Cedro Lane intersection will be removed and superseded by the traffic signal intersection lighting.*
6. *Repairs of any public or private landscaping will be shown in the plans and special provisions.*
7. *Lane closure charts will be included in the PS&E by the Consultant.*

Task 6: Cedro Lane Intersection Control - Bidding and Construction Support

6.1 Bidding and Construction Support Consultant shall provide support both during and following bidding of the project and shall include the following:

- a. Coordination during bidding process to clarify bidder's questions. Coordination during award process to support the County.
- b. Review submittals, Requests for Information, and shop drawings.
- c. Prepare request for change order documents when requested by County during construction.
- d. Attend and participate in the pre-construction meeting and two additional field meetings during the course of construction.
- e. Prepare traffic signal timing plans and provide field support to the County's contractor for signal-turn-on.

Note: Since the amount of support required during construction cannot be estimated and is beyond Consultant's control, the budget for Task 6 is an allowance.

UNDERSTANDING AND ASSUMPTIONS

Caltrans Coordination (Corridor Planning)

Caltrans will be an active partner in the development of corridor alternatives. Current Caltrans policies (e.g. Traffic Operations Policy Directive 13-02) will support the implementation of roundabouts at the ramp intersections.

Right of Way (Cedro Lane Intersection Control)

In three of the four quadrants at Cedro Lane, right of way is tight and will require careful attention to design details with the goal of implementing the signal without any right of way acquisition. To form a basis for the scope of work, GHD has assumed that there will not be any right of way acquisition. If the preliminary design proves otherwise, GHD will be ready to assist with resolution.

Utility Impacts (Cedro Lane Intersection Control)

Restricting the discussion to the Cedro Lane intersection area, minor utility conflicts should be anticipated for signal construction:

- BVWD Water is in the intersection with service laterals to the shopping center and the Caltrans park-n-ride lot. Minor adjustment and relocations are anticipated.
- Either AT&T or Frontier Cable have facilities on the joint poles along the east side of Deschutes Road. The cable facility is unlikely to be impacted unless the joint pole in the northeast quadrant is found to be in conflict with signal construction.
- PG&E Gas may be in the work limits. Usually, traffic signal equipment can be adjusted to avoid direct impacts.
- PG&E Electric has joint poles along the east side of Deschutes Road. 12kv distribution power transitions from overhead to underground at a pole in the northeast quadrant. It is possible that there will be conflicts at this location.
- County Sewer is in Deschutes Road and likely has service laterals in the vicinity. Direct impacts to the sewer facilities are unlikely.

GHD does not expect the utility issues for the signal to be problematic.

Caltrans Coordination (Cedro Lane Intersection Control)

Caltrans freeway access control extends all the way to the Cedro Lane intersection, thus the southern leg of the Cedro Lane intersection is Caltrans right of way. In addition, Caltrans operates a park-n-ride lot and has landscaping facilities in the project area. Coordination with Caltrans and an encroachment permit will be required due to the work on the southern leg. Caltrans will primarily be concerned about:

- Impacts to their landscaping and utility services.
- Signal timing to mitigate vehicle queueing on the northbound approach.
- Signing related to the Highway.
- Lane widths in the highway right of way. Their Highway Design Manual doesn't allow lanes less than 11-feet wide on Deschutes Road.
- Bicycle and pedestrian planning and facilities.

GHD does not expect these issues to be problematic.

Private Property Coordination (Cedro Lane Intersection Control)

The shopping center may be directly impacted by the project. While every attempt will be made to design facilities that do not require right of way acquisition or agreements, said acquisition may be required.

The parcel in the northeast quadrant is being considered for development as a Dutch Bros. The right of way may be as close as two-feet behind the back of sidewalk (at spot locations) in the curb return area. While every attempt will be made to design facilities that do not require right of way acquisition or agreements, said acquisition may be required.

Restriping for Bicycles (Cedro Lane Intersection Control)

Along Deschutes Road, GHD's initial recommendations will be to restripe with 11-foot wide vehicle lanes and to maximize bike lanes – including buffers to the north of the intersection. Depending upon the amount of restriping the County wishes to implement with the project (and associated seal coat or thin HMA overlay) the new signal heads can be positioned to work with current and a future configuration.

GHD does not expect these issues to be problematic.

Pedestrians (Cedro Lane Intersection Control)

It is anticipated that all ADA ramps will require replacement due to a combination of needing to meet current standards and the need to provide access to pedestrian push buttons. In anticipation of further development along Cedro Lane, a cross-walk should be added to the northern leg of the intersection. GHD will check cross-walk grades and cross-slopes and may include pavement modifications in the design to meet ADA requirements.

GHD does not expect these issues to be problematic.

Turn-Key PS&E (Cedro Lane Intersection Control)

GHD will prepare the complete set of plans, all technical special provisions and the engineer's estimate for the project. The County will prepare the front-end documents and the bid books.



Exhibit B-1: 2021 Fee Schedule

Finance Class Code		Rate
A01	Senior Technical Director 1	\$275
A02	Senior Technical Director 2	\$255
A03	Senior Technical Director 3	\$235
A04	Technical Director 1	\$215
A05	Technical Director 2	\$195
A06	Senior Professional 1	\$170
A07	Senior Professional 2	\$155
A08	Professional 1	\$135
A09	Professional 2	\$120
A10	Professional 3	\$110
A11	Intern	\$80
B01	Lead Design Technician 1	\$250
B02	Lead Design Technician 2	\$225
B03	Lead Design Technician 3	\$205
B04	Senior Design Technician 1	\$165
B05	Senior Design Technician 2	\$155
B06	Design Technician 1	\$145
B07	Design Technician 2	\$130
B08	Drafting/Design 1	\$120
B09	Drafting/Design 2	\$110
B10	Drafting/Design 3	\$100
B11	Drafting/Design 4	\$90
B12	Intern Drafting/Design	\$80
C01	Business Services Manager 1	\$250
C02	Business Services Manager 2	\$210

Finance Class Code		Rate
C03	Senior Admin Officer 1	\$155
C04	Senior Admin Officer 2	\$125
C05	Admin Officer 1	\$105
C06	Admin Officer 2	\$90
C07	Admin Officer 3	\$75
D01	Business Services Manager 1	\$275
D02	Business Services Manager 2	\$255
D03	Senior Admin Officer 1	\$215
D04	Senior Admin Officer 2	\$170
D05	Admin Officer 1	\$155
D06	Admin Officer 2	\$110
D07	Admin Officer 3	\$100
D08	Admin Officer 4	\$90
D09	Admin Officer 5	\$85
D10	Admin Officer 6	\$75
S01	Senior Construction Manager	\$250
S02	Construction Manager	\$205
S03	Lead Site Engineer/Supervisor	\$175
S06	Lead Inspector	\$165
S07	Senior Inspector	\$150
S08	Inspector / Specialist 1	\$135
S09	Inspector / Specialist 2	\$110
S10	Clerk / Specialist 3	\$80
S15	Operator/Laborer 1	\$125
S16	Operator/Laborer 2	\$105
S17	Operator/Laborer 3	\$95

- 1 Rates are for employees of all GHD companies.
- 2 All travel cost will be invoiced at coach class rates. Lodging and meal expenses will be at cost unless per diem rate is negotiated.
- 3 Reimbursement for direct expenses incurred for proposed services, including sub-consultant services, will be billed at cost plus 10%.
- 4 Reimbursement for vehicles used for proposed services will be at the federally approved mileage rates or at a negotiated monthly rate.
- 5 If prevailing wage are applicable, the above billing rates will be adjusted proportionate to the increase in labor cost.
- 6 The Rate Schedule is subject to maximum 5% change annually (July 1st each year beginning July 1, 2022).

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Exhibit C-1: Revised Cost Schedule

TASK/PHASE	COST
FRONT STREET ACTIVE TRANSPORTATION IMPROVEMENTS	
Task 1 – Conceptual Design	\$30,000
1.1 Conceptual Design	\$30,000
DESCHUTES ROAD CORRIDOR ANALYSIS	
Phase 1	
Task 1 – Corridor Analysis	\$89,845
1.1 Topographic Surveying	\$10,007
1.2 Alternative Designs	\$36,552
1.3 Corridor Analysis	\$43,286
Task 1A – Public Outreach Assistance	\$30,000
1A.1 Public Outreach Assistance	\$30,000
Phase 2	
Task 2 – Preliminary Design	\$20,451
2.1 Initial Meeting	\$1,757
2.2 Background Research	\$4,452
2.3 Surveying	-
2.4 Preliminary Base Plans	\$14,242
2.5 Submittal of Preliminary Base Plans (Fee included in Task 2.4)	-
Task 3 – 65% Plans	\$18,849
3.1 65% Plans	\$17,817
3.2 Submittal	\$1,035
Task 4 – 95% PS&E	\$22,656
4.1 95% Plans	\$11,987
4.2 95% Engineer's Estimate	\$3,880
4.3 95% Special Provisions	\$5,348
4.4 95% Submittal	\$1,441
Task 5 – Final PS&E	\$5,677
5.1 Final PS&E	\$5,677
Task 6 – Bidding and Construction Support	\$12,000
6.1 Bidding and Construction Support (Allowance)	\$12,000
TOTAL COST \$229,478.00	

TOTAL COST is a “not to exceed” amount. Some shifting of fees and expenditures between tasks and sub-tasks shall be permitted with prior written approval of County provided TOTAL COST is not exceeded.