

**AMENDMENT NO. 6  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
WOOD RODGERS, INC.**

**THIS AMENDMENT NO. 6** to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Wood Rodgers, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and CONTRACTOR (collectively, the County and CONTRACTOR are referred to as "the Parties").

**WHEREAS**, CONTRACTOR entered into a Professional Services Agreement with County on October 27, 2008 (hereinafter, "Agreement"); and

**WHEREAS**, Agreement was amended by the Parties on December 3, 2009, (hereinafter, "Amendment No 1"), September 29, 2010 (hereinafter, "Amendment No 2"), September 2, 2011 (hereinafter, "Amendment No 3"), September 26, 2012 (hereinafter, "Amendment No 4"), and May 14, 2014 (hereinafter, "Amendment No 5"); and

**WHEREAS**, the County requires the CONTRACTOR to provide pre-planning, community outreach and coordination, and development of interpretive signage for the Monterey Bay Sanctuary Scenic Trail (MBSST) – Moss Landing Segment (hereinafter, "Project"), which was not included in the original scope of the Agreement; and

**WHEREAS**, additional funding is necessary to allow CONTRACTOR to provide tasks associated with Interpretive Signage and Community Outreach Services for the Project; and

**WHEREAS**, the Parties wish to further amend the Agreement to increase the amount by \$86,830 to allow CONTRACTOR to continue to provide tasks as identified in the Agreement and as amended by this Amendment No. 6.

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

1. Amend 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-2, A-3, A-4 and A-5 in conformity with the terms of this Agreement. The services are generally described as follows: complete environmental documentation and construction plans, specifications, and engineer's estimate and development of an alternative alignment, and Interpretive Signage and Community Outreach Services for the Monterey Bay Sanctuary Scenic Trail – Moss Landing Segment.

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 limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$1,819,407.79.

3. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-5, Scope of Services/Payment Provisions".
4. In all places within the Agreement, any reference to Draft Project Schedule, Dated August 6, 2008 on Page 35 of Exhibit A – Scope of Services/Payment Provisions is hereby replaced with Revised Project Schedule on Page 5 of Exhibit A-5 – Scope of Services/Payment Provisions.
5. All other terms and conditions of the Agreement remain unchanged and in full force.
6. This Amendment No. 6 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. 6 to the Agreement as of the day and year written below:

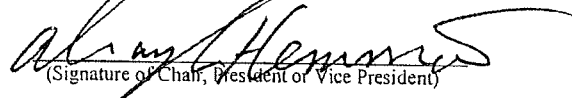
**COUNTY OF MONTEREY**

**CONTRACTOR\***

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

By: Wood Rodgers, Inc.  
Contractor's Business Name

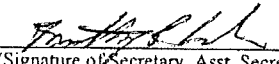
Date: \_\_\_\_\_

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

Its: Ali A. Hemmati, Vice President  
(Print Name and Title)

Date: 9/12/2014

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

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

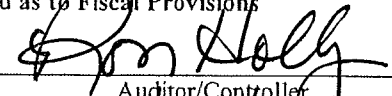
By:   
Deputy County Counsel

Its: Timothy R. Crush, Secretary  
(Print Name and Title)

Date: 9-15-14

Date: 9/12/14

**Approved as to Fiscal Provisions**

By:   
Auditor/Controller

Date: 9/15/14

**Approved as to Indemnity and Insurance Provisions**

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

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

\*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.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 6 to the Agreement as of the day and year written below:

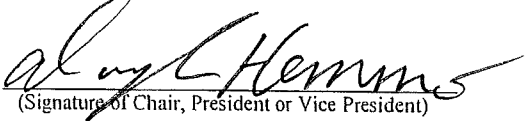
**COUNTY OF MONTEREY**

**CONTRACTOR\***

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

Wood Rodgers, Inc.  
Contractor's Business Name

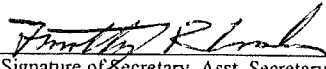
Date: \_\_\_\_\_

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

Its: Ali A. Hemmati, Vice President  
(Print Name and Title)

Date: 9/12/2014

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

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

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

Its: Timothy R. Crush, Secretary  
(Print Name and Title)

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

Date: 9/12/14

**Approved as to Fiscal Provisions**

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

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

**Approved as to Indemnity and Insurance Provisions**

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

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

\*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-5 - SCOPE OF SERVICES/PAYMENT PROVISIONS

### Amendment No. 6 to Professional Services Agreement No. A-11286 for the Monterey Bay Sanctuary Scenic Trail – Moss Landing Segment to include Interpretive Signage and Community Outreach Services

#### TASK 4.1 – INTERPRETIVE SIGNAGE AND COMMUNITY OUTREACH SERVICES

##### 4.1.1 Pre-Planning and Ongoing Coordination

4.1.1.1 Wood Rodgers, Inc. will meet with the County to clarify respective roles and responsibilities, define a final scope of work, and agree on project deliverables and timelines. Assume one (1) each in-person meeting with the County.

4.1.1.2 Wood Rodgers, Inc. will engage in phone conferences as necessary to coordinate with the County throughout the task period. Assume four-month duration of phone conference every two weeks.

4.1.1.3 Wood Rodgers, Inc. will conduct monthly meetings with County staff and design consultants to help develop the overall design and location for interpretive signs and other aesthetic features. Assume four-month duration.

##### Task 4.1.1 Proposed Budget:

Principal Engineer (Project Manager)	Meetings: 8 hrs @ \$185/hr = \$1,480
Management:	2 hrs/month x 4 months @ \$185/hr = \$1,480
Engineer III (Project Engineer)	Meetings: 8 hrs @ \$125/hr = \$1,000
Design/Coordination	8 hr/month x 4 months @ \$125/hr = \$4,000
Administrative Support	4 hr/month x 4 months @ \$ 70/hr = \$1,120
Reimbursables (Travel Expenses)	= \$ 400

**Task 4.1.1 Total: \$9,480**

##### 4.1.2 Planning and Facilitation of Public Meetings

Wood Rodgers, Inc. will plan and facilitate up to four (4) public meetings with Moss Landing residents and interested stakeholders in coordination with the County. The primary goal of the public meetings is to solicit input and seek direction from the community for the interpretive signs/panels and other aesthetic features. LSA Associates, Inc. will support Wood Rodgers, Inc. by providing assistance, oversight, provide feedback and recommendations, and attend the meetings.

**Public Meeting #1:** The first public meeting will be set up as a brainstorming session with the attendees to solicit public input and opinions. Discussions will include the various types of amenities that the community is seeking, that may include details such as bench color and style, concrete roadside barrier color and texture, bridge design color, rail design color and style and end treatment color and style. Wood Rodgers, Inc. will design and create different conceptual signs/panels and display them at the first meeting in order to solicit input. This will give attendees a baseline for discussion with project team members at the meeting.

**Public Meeting #2:** The second public meeting will present life-sized samples of the signs/panels, including some of the amenities incorporating comments that were collected at the first meeting.

## EXHIBIT A-5 - SCOPE OF SERVICES/PAYMENT PROVISIONS

During this meeting, Wood Rodgers, Inc. will collect final comments to be incorporated into the final design.

**Public Meeting #3:** The third and possibly final, public meeting will be structured to inform community members and stakeholders of the project timeline and present the next steps. If at this time, the County determines that a fourth public meeting is necessary and there is additional input to collect, Wood Rodgers, Inc. will plan and facilitate a fourth meeting.

**Public Meeting #4:** If the County determines that a fourth public meeting is necessary and there is additional input collected from Public Meeting #3, Wood Rodgers, Inc. will plan and facilitate a fourth meeting. Wood Rodgers, Inc. goal is to assure the public that they have an opportunity to provide input for the County and are engaged as part of the design team. Wood Rodgers, Inc. understands that the Moss Landing residents live by the sign/panels and want them to be proud of them.

### Deliverables:

- **Postcard/Flyer Notifications (4):** Wood Rodgers, Inc. will design a public meeting notice that will be mailed to Moss Landing residents and business owners (within a 300 yard radius) inviting them to attend the public meetings. Wood Rodgers, Inc. will reproduce and distribute the postcard/flyer.
- **Website Announcements (4):** Wood Rodgers, Inc. will assist the County with posting all announcements on the County's website. Wood Rodgers, Inc. will design web notices and coordinate with County staff prior to uploading each notice.
- **Agenda (4):** Wood Rodgers, Inc. will coordinate with the County to develop and finalize all agendas to be distributed prior and during all meetings. Wood Rodgers, Inc. will reproduce and print the agendas.
- **Sign-in Sheet (4):** Wood Rodgers, Inc. will prepare a sign-in sheet to collect attendee information for future notices and announcements regarding this project. Wood Rodgers, Inc. will catalogue information into a Microsoft Excel spreadsheet for County's documentation and future use. Names and contact information will be collected for future announcements and County documentation.
- **Comment Cards (1):** Wood Rodgers, Inc. will create comment cards to be distributed at the initial meeting to capture additional comments/suggestions. The attendees will be encouraged to take additional comment cards to pass to neighbors or interested stakeholders that are unable to attend. The comment cards will be sent directly to Wood Rodgers, Inc. to be catalogued, recorded, and comments will be incorporated into the preliminary design after County vetting and approval.
- **Meeting Minutes/Notes/Transcripts (4):** Wood Rodgers, Inc. will record notes and transcribe them into Microsoft Word for each meeting for County records and documentation.
- **Photo Documentation (4):** Wood Rodgers, Inc. will take photos during the meetings for County documentation and future use.
- **Facilities/Supplies/Refreshments (4):** Wood Rodgers, Inc. will coordinate hosting facility, necessary supplies, as well refreshment needs with County staff.
- **Exhibits/Graphics (Conceptual Signs/Panels)**
- **Conceptual Interpretive Language for Signs/Panels**

### Task 4.1.2 Proposed Budget:

Principal Engineer (Project Manager)	Meetings: 32 hrs @ \$185/hr = \$5,920
Management:	8 hrs @ \$185/hr = \$1,480
Engineer III (Project Engineer)	28 hrs @ \$125/hr = \$3,500

## EXHIBIT A-5 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Landscape Architecture	4 hrs @ \$140/hr = \$ 560
Planner	60 hrs @ \$120/hr = \$7,200
CAD Tech/Graphics	15 hrs @ \$110/hr = \$1,650
Administrative Support	4 hr/month x 4 months @ \$ 70/hr = \$1,120
LSA Associates, Inc.	50 hrs @ \$140/hr = \$7,000
Reimbursables (Travel Expenses)	= \$ 800
<b>Task 4.1.2 Total: \$29,230</b>	

### 4.1.3 Interpretive Signage and Other Aesthetic Features – Coordination

4.1.3.1 Wood Rodgers, Inc. will prepare the preliminary sign graphics/interpretive information for up to eight (8) interpretive sign panels. Wood Rodgers, Inc. will work with the County to develop the method of fabrication, preliminary construction costs for installation. In coordination with the County, Wood Rodgers, Inc. will develop a preliminary schedule starting with project kick-off date, a preliminary timeline for the four (4) public meetings and anticipated completion dates for each deliverable listed in this scope of work. LSA Associates, Inc. will provide assistance, oversight, guidance, and review proposed graphics.

4.1.3.2 Wood Rodgers, Inc. will incorporate the community input for other aesthetic features into the public meeting process listed Task 3.1.2 above. Based on the input recorded during the public meetings, Wood Rodgers, Inc. will provide a list of recommendations for color/style of benches, color/texture of concrete roadside barriers; color of bridge design; color/style rail design and color/style of end treatments for the project.

#### Deliverables:

- **Schedule**
- **Preliminary Cost Estimate**
- **Preliminary Interpretive Sign/Panel graphics**
- **Recommendations for color and style of other Aesthetic Features**

#### Task 4.1.3 Proposed Budget:

Engineer III (Project Engineer)	28 hrs @ \$125/hr = \$ 3,500
Landscape Architecture	88 hrs @ \$140/hr = \$12,320
Planner	16 hrs @ \$120/hr = \$ 1,920
CAD Tech/Graphics	24 hrs @ \$110/hr = \$ 2,640
LSA Associates, Inc.:	16 hrs @ \$140/hr = \$ 2,240
LSA Associates, Inc. - Principal:	4 hrs @ \$250/hr = \$ 1,000
Reimbursables (Prints, Reports, and etc)	= \$ 150
<b>Task 4.1.3 Total: \$23,770</b>	

### 4.1.4 Interpretive Signs/Panels

4.1.4.1 Wood Rodgers, Inc. will work closely with the County to finalize the sign and graphic panel specifications. Wood Rodgers, Inc. landscape architecture staff will develop construction details for the signs/graphic panels, bases and/or mounting systems necessary for installation. Each sign/panel will be designed to comply with the American with Disabilities Act (ADA) requirements and all other applicable State and Federal regulatory agencies. For fee estimate purposes Wood Rodgers, Inc. assumes typical panel sizes will be 24"x36". Wood Rodgers, Inc. understands that graphic panels will vary in content and in configuration. Therefore final numbers and sizes of panels may change depending on final discussions.

## EXHIBIT A-5 - SCOPE OF SERVICES/PAYMENT PROVISIONS

4.1.4.2 Wood Rodgers, Inc. will develop specifications for other aesthetic features (including benches, concrete roadside barriers, bridge design, rail design and end treatments). These specifications are intended delineate color, type and style of these aesthetic features only. Wood Rodgers, Inc. will incorporate the signs and other aesthetic features into the Contract Documents for the Monterey Bay Sanctuary Scenic Trail to provide for installation as part of the ultimate project.

### Deliverables:

- Final Interpretive Signs/Panels and Specifications
- Final Cost Estimate
- Final Sign/Panel Graphics (1 hard copy and digital file of each sign/panel)

### Task 4.1.4 Proposed Budget:

Engineer III (Project Engineer)	32 hrs @ \$125/hr = \$4,000
Landscape Architecture	54 hrs @ \$140/hr = \$7,560
CAD Tech/Ass Graphics	24 hrs @ \$110/hr = \$2,640
Reimbursables (Prints)	= \$ 150
	<b>Task 4.1.3 Total: \$14,350</b>

### 4.1.5 Additional Services

4.1.5.1 Other related services as requested in writing by the Director of Public Works or his designee.

### Task 4.1.5 Proposed Budget:

Additional Services	\$10,000
	<b>Task 4.1.5 Total: \$10,000</b>

### Summary of Proposed Budget

#### TASK 4.1 – INTERPRETIVE SIGNAGE AND COMMUNITY OUTREACH SERVICES

4.1.1 Pre-Planning and Ongoing Coordination	\$ 9,480
4.1.2 Planning and Facilitation of Public Meetings	\$ 29,230
4.1.3 Interpretive Signage and Other Aesthetic Features - Coordination	\$ 23,770
4.1.4 Interpretive Signs/Panels	\$ 14,350
4.1.5 Additional Services	\$ 10,000
<b>Total Additional Budget for Task 4.1:</b>	<b>\$86,830</b>



**EXHIBIT A-5 - SCOPE OF SERVICES/PAYMENT PROVISIONS**  
**Monterey Bay Sanctuary Scenic Trail - Moss Landing Segment**  
 Revised Project Schedule

PROJECT MANAGER: Patricia A. Lopez  
 PROJECT NO.: 8669

ID	Task Name	Duration	Start	Finish	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
1	MBSST - Moss Landing Segment	2232 days	Mon 9/15/08	Tue 4/4/17	48%													
2	PROJECT MANAGEMENT	2225 days	Wed 9/24/08	Tue 4/4/17	34%													
3	Kick-Off Meeting	0 days	Wed 10/15/08	Wed 10/15/08														
4	Project Schedule	11 days	Mon 10/6/08	Mon 10/20/08														
5	Oversight, Progress Reporting, Meetings, QA/QC	2225 days	Wed 9/24/08	Tue 4/4/17	34%													
6	1 - PROJECT DEFINITION	493 days	Wed 9/24/08	Mon 8/16/10	17%													
7	Task 1.1 - Surveys & Base Mapping	55 days	Wed 9/24/08	Tue 12/9/08	100%													
8	Task 1.2 - Bridge & Ret Walls Foundation Reports	260 days	Wed 12/24/08	Tue 12/22/09	0%													
9	Task 1.3 - Identify Utility Relocation Requirements	20 days	Fri 2/6/09	Thu 3/5/09	0%													
10	Task 1.4 - Geometric Approval Drawings	42 days	Wed 12/10/08	Thu 2/5/09	0%													
14	Task 1.5 - Elkhorn Sl Bridge Type Selection & Gen Plan	171 days	Wed 12/23/08	Wed 7/28/10	15%													
15	Task 1.6 - Type Selection Review Meeting	0 days	Mon 8/16/10	Mon 8/16/10	0%													
16	Task 1.7 - Preliminary Cost Estimates	20 days	Wed 6/30/10	Tue 7/27/10	88%													
17	2 - ENVIRONMENTAL DOCUMENT	1882 days	Thu 10/16/08	Fri 1/1/16	0%													
18	Task 2.1 - Environmental Initiation	22 days	Thu 10/16/08	Fri 1/1/10	0%													
19	Task 2.2 - Environmental Project Management	10 days	Thu 10/16/08	Wed 10/29/08	97%													
21	Task 2.3 - Environmental Technical Reports	1604 days	Mon 8/31/15	Fri 1/1/16	0%													
50	Task 2.4 - Coastal Act Consistency Analysis	110 days	Mon 8/31/15	Fri 1/1/16	0%													
54	Task 2.5 - NEPA Categorical Exclusion	30 days	Wed 12/10/14	Tue 1/20/15	0%													
58	Task 2.6 - Admin. Draft IS/MND	366 days	Thu 10/21/13	Thu 4/23/15	0%													
63	Task 2.7 - Draft IS/MND for Public Review	57 days	Fri 4/24/15	Mon 7/13/15	0%													
75	Task 2.8 - Final IS/MND & Mitigation Monitoring Program	1 day	Tue 7/14/15	Tue 7/14/15	0%													
76	3 - DESIGN	1912 days	Mon 9/15/08	Tue 1/12/16	22%													
77	Task 3.1 - Trail Base Plans	10 days	Wed 6/25/09	Tue 9/8/09	100%													
79	Task 3.2 - Utility Coordination	120 days	Wed 12/16/09	Tue 6/1/10	50%													
80	Task 3.3 - Bicycle/Pedestrian Trail Design	1584 days	Wed 9/9/09	Mon 10/19/15	55%													
87	Task 3.4 - Hydrology & Storm Drainage Design	5 days	Wed 9/16/09	Tue 9/22/09	65%													
88	Task 3.5 - Structures Design	1361 days	Mon 8/2/10	Mon 10/19/15	56%													
93	Task 3.6 - Permitting	120 days	Wed 7/29/15	Tue 1/12/16	0%													
106	Task 3.7 - ROW -Plats & Legal Descriptions for Easements	300 days	Mon 6/9/14	Fri 7/31/15	0%													
110	Task 3.8 - Conceptual Storm Water PPP	30 days	Wed 6/20/14	Tue 6/30/14	0%													
111	Task 3.9 - Planting / Erosion Control Plans	45 days	Wed 6/18/14	Tue 9/19/14	0%													
112	Task 3.10 - Final PS&E	25 days	Tue 10/20/15	Mon 11/23/15	0%													
113	Task 3.11 - Construction / Encroachment Permit Applications	100 days	Mon 9/15/08	Fri 1/30/09	0%													
115	4 INTERPRETIVE SIGNAGE AND COMMUNITY OUTREACH SERVICES	170 days	Tue 10/21/14	Mon 6/15/15	0%													
116	4.1.1 Pre-Planning and Ongoing Coordination	80 days	Tue 10/21/14	Mon 2/9/15	0%													
117	4.1.2 Planning and Facilitation of Public Meetings	80 days	Tue 2/24/15	Mon 6/15/15	0%													
118	ADVERTISE AND AWARD PROCESS	100 days	Wed 2/10/16	Tue 6/28/16	0%													
119	County Counsel Approve PS&E	10 days	Wed 2/10/16	Tue 2/23/16	0%													
120	Board Approval of PS&E	22 days	Wed 2/24/16	Thu 3/24/16	0%													
121	Advertisement, Bid Opening	11 days	Fri 3/25/16	Fri 4/8/16	0%													
122	DBE Review & Approval/Contracts Signed	10 days	Mon 4/11/16	Fri 4/22/16	0%													
123	County Counsel/Risk Management Review & Approval	10 days	Mon 4/25/16	Fri 5/6/16	0%													
124	Board Award Project	22 days	Mon 5/9/16	Tue 6/7/16	0%													
125	Director Approval	5 days	Wed 6/6/16	Tue 6/14/16	0%													
126	Notice to Proceed	10 days	Wed 6/15/16	Tue 6/28/16	0%													
127	CONSTRUCTION	180 days	Wed 7/27/16	Tue 4/4/17	0%													

PROJECT DESCRIPTION: Class I Bike/Ped Path and Bridge from N of Elkhorn Sl to Moss Landing Rd.  
 PROJECT STATUS: Construction Schedule Contingent on Funding