

**Before the Board of Supervisors in and for the
County of Monterey, State of California**

Agreement No: A-11286

- a. Approve Amendment No. 1 to Professional Services Agreement No. A-11286)
with Wood Rodgers, Inc. to provide additional environmental documentation and)
plans, specifications, and engineer's estimate associated with the extension of the)
trail along the north edge of Moss Landing Road across Moro Cojo Slough by)
approximately 300 feet for the Monterey Bay Sanctuary Scenic Trail - Moss)
Landing Segment, Project No. 866865, in the amount of \$15,700 for a total)
amount not to exceed \$1,064,596 for a term through December 30, 2011; and)
b. Authorize the Contracts/Purchasing Officer to execute Amendment No. 1 to)
Professional Services Agreement No. A-11286, and future amendments that do)
not significantly alter the scope of work or change the approved Agreement)
amount.)

Upon motion of Supervisor Potter, seconded by Supervisor Armenta, and carried by those members present, the Board hereby:

- a. Approved Amendment No. 1 to Professional Services Agreement No. A-11286 with Wood Rodgers, Inc. to provide additional environmental documentation and plans, specifications, and engineer's estimate associated with the extension of the trail along the north edge of Moss Landing Road across Moro Cojo Slough by approximately 300 feet for the Monterey Bay Sanctuary Scenic Trail - Moss Landing Segment, Project No. 866865, in the amount of \$15,700 for a total amount not to exceed \$1,064,596 for a term through December 30, 2011; and
b. Authorized the Contracts/Purchasing Officer to execute Amendment No. 1 to Professional Services Agreement No. A-11286, and future amendments that do not significantly alter the scope of work or change the approved Agreement amount.

PASSED AND ADOPTED this 17th day of November, 2009, by the following vote, to wit:

AYES: Supervisors Armenta, Salinas, Calcagno, Parker, Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on November 17, 2009.

Dated: November 19, 2009

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____

Deputy

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
WOOD RODGERS, INC.**

THIS AMENDMENT NO. 1 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") which was executed by the County on October 27, 2008 (hereinafter, "Agreement") is hereby entered into between the County and the CONTRACTOR.

WHEREAS, the County and the CONTRACTOR wish to amend the Agreement to include additional environmental documentation and plans, specifications, and engineers estimate associated with the extension of the trail along the north edge of Moss Landing Road across Moro Cojo Slough by approximately 300 feet for the Monterey Bay Sanctuary Scenic Trail – Moss Landing Segment, Project No. 866865.

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 and A-1 in conformity with the terms of this Agreement. The additional services to be included by this Amendment No. 1 are generally described in the attached Exhibit A-1.

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 and A-1, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is amended to increase the total amount payable to CONTRACTOR by \$15,700, for a total not to exceed the sum of \$1,064,596.04.

3. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-1, Scope of Services/Payment Provisions" and "Exhibit B-1, Federal Provisions".
4. Pages 1 and 2 of "Exhibit B, Federal Provisions" are hereby replaced with Pages 1 through 10 of "Exhibit B-1, Federal Provisions".

Page 1 of 2

Amendment No. 1 to Professional Services Agreement
Wood Rodgers, Inc.
Monterey Bay Sanctuary Scenic Trail - Moss Landing Segment
RMA – Department of Public Works
Term: October 1, 2008 – December 30, 2011
Not to Exceed: \$1,064,596.04

5. All other terms and conditions of the Agreement remain unchanged and in full force.
6. This Amendment No. 1 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. 1 to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

By: *Alfreda Buford vs Mike Miller*
 Contracts/Purchasing Officer
 Date: 12/3/09

Approved as to Form, County Counsel

By: *Aprilia A. Glason*
 Deputy County Counsel
 Date: 9-30-09

Approved as to Fiscal Provisions, Auditor-Controller

By: *[Signature]*
 Date: 10/1-09

Approved as to Indemnity and Insurance Provisions, Risk Management

By: _____
 Date: _____

CONTRACTOR

Wood Rodgers, Inc.
 3301 C Street, Building 100-B
 Sacramento, CA 95816

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

Its: _____
 (Name and Title)

Date: _____

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

Its: _____
 (Name and Title)

Date: _____

ENTERED
 DEC 03 2009
 D BAYARD

Amendment No. 1 to Professional Services Agreement
 Wood Rodgers, Inc.
 Monterey Bay Sanctuary Scenic Trail - Moss Landing Segment
 RMA - Department of Public Works
 Term: October 1, 2008 - December 30, 2011
 Not to Exceed: \$1,064,596.04

5. All other terms and conditions of the Agreement remain unchanged and in full force.
6. This Amendment No. 1 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. 1 to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Wood Rodgers, Inc.
3301 C Street, Building 100-B
Sacramento, CA 95816

Date: _____

By: *Ali A. Hemmati*
(Signature of Chair, President or Vice President)

Approved as to Form, County Counsel

Its: Ali A. Hemmati / President
(Name and Title)

By: *Aprilia L. Glason*
Deputy County Counsel

Date: 10/1/09

Date: 9-30-09

By: *Timothy R. Gush*
(Signature of Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

Approved as to Fiscal Provisions, Auditor-Controller

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

By: _____

Date: 10/1/09

Date: _____

Approved as to Indemnity and Insurance Provisions, Risk Management

By: _____

Date: _____

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS



WOOD RODGERS

9/24/09

July 24, 2009

Monterey County
Department of Public Works
Attn: Mr. Stephen Leiker, PE
168 West Alisal Street, 2nd Floor
Salinas, California 93901.

Re: Request for Amendment to Professional Engineering Services Agreement A-11286
Monterey Bay Sanctuary Scenic Trail – Moss Landing Segment

Dear Mr. Leiker:

In response to your request, this letter is to request an augmentation to our consultant services agreement to compensate Wood Rodgers for additional services associated with the extension of the trail along the north edge of Moss Landing Road across Moro Cojo Slough, an additional length of approximately 300 feet. We understand that Monterey County is developing a separate project to reconstruct that section of Moss Landing Road and add curb and gutter along both sides, and that the construction of that separate project will occur either prior to or at about the same time as the construction of the trail project. The additional items of work and the associated budget estimates are outlined herein. These items are addressed in order of our current scope of work:

Project Management: We assume that this request will be approved promptly, so that the additional items of work can be accomplished at the same time as the similar items of work in the original project limits. Therefore, the overall duration of the project should not be affected and no additional management efforts will be required.

Task 1.1 – Surveys and Base Mapping – The area along the north side of Moss Landing Road is outside of the area mapped for this project, but is within the area of coverage of the aerial photography. Therefore, additional field survey work and aerial photography is not anticipated. However, the mapping must be extended to cover the area of the trail extension, and the additional area must be added to the orthophoto. This is estimated to require the following additional budget:

Wood Rodgers Classification	Hours	Hourly Rate	Fee
Project Manager / Project Engineer	3	\$130.00	\$390.00
Senior Surveyor	4	\$125.00	\$500.00
Design Engineer / Engineer I	4	\$115.00	\$ 460.00
Subtotal			\$1,350.00
Reimbursibles	Photogrammetry		650.00
			\$2,000.00

Task 2.3 – Environmental Technical Reports – Most of the environmental technical reports have been drafted, based on the original project area and description. These reports will need to be revised to include the additional 300-foot-long section of trail along the north side of Moss Landing Road.

Task 2.3.1: Natural Environment Study (NES) / Jurisdictional Delineation

The Natural Environment Study/Jurisdictional Delineation would be updated as follows:

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

MBSST Moss Landing Amendment #1
July 24, 2009

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- Update the Project Description in the NBS to include the new project segment;
- Modify report graphics in the NES to include the new segment as part of the proposed project;
- Analysis of additional sensitive aquatic habitat along the northern margin of the trail extension;
- Update the Project Description in the Jurisdictional Delineation to include the new project segment;
- Modify four (4) report graphics in the Jurisdictional Delineation to include the new segment as part of the proposed project;
- Delineation, including mapping of the High Water Line, and Mean High Water Line, of the slough adjacent to Moss Landing Road, as required by the Army Corps of Engineers;

LSA Budget: \$3,500.00

Task 2.3.2: Cultural Resources Studies

The Cultural Resource Studies would be updated as follows:

- Update Project Description in the Archeological Survey Report (ASR), Historic Resource Evaluation Report (HREER), Historic Property Survey Report (HPSR) and Archeological Evaluation Plan (AEP) to include the new project segment;
- Review current record searches, literature reviewed, and map sources to extend the Area of Potential Effects (APE) around the new trail segment;
- Include discussion of the new project segment in the body of the report (e.g., change length and size of project site);
- Address impacts of construction (if any) within APE extension area; and
- Modify six (6) figures (two (2) per report for the HREER, HPSR, and AEP) to include the new segment as part of the proposed project.

LSA Budget: \$600.00

Task 2.3.2: Hazardous Waste Initial Site Assessment (ISA)

The Phase I Environmental Site Assessment report would be updated as follows:

- Revise the project description to include the new project segment;
- Include the new project segment in the site reconnaissance discussions; and
- Modify one(1) report figure to include the new segment as part of the proposed project.

LSA / Earth Systems Budget: \$500.00

Task 2.3.4: Visual Impact Assessment

The Visual Impact Assessment would be updated as follows:

- Update Project Description to include the new project segment;
- Include discussion of the new project segment in the body of the report (e.g., change length and size of project site);
- Include photos and discussion of a new Key View associated with the new segment of the proposed trail;
- Address impacts of construction and operation (if any) associated with the new segment; and
- Modify three (3) report graphics to include the new segment as part of the proposed project.

LSA Budget: \$600.00

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

MBSST Moss Landing Amendment #1
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Task 2.3.6: Water Quality Assessment

The Water Quality Assessment would be updated as follows:

- Update Project Description to include the new project segment;
- Include discussion of the new project segment in the body of the report (e.g., change length and size of project site);
- Address impacts of construction and operation (if any) associated with the new segment; and
- Modify three (3) report graphics to include the new segment as part of the proposed project.

LSA Budget: \$500.00

Task 3.1 – Trail Base Plans – The layout and profile of the additional section of bicycle/pedestrian trail will be prepared in coordination with the adjacent improvements to Moss Landing Road which are under design by Monterey County staff.

The level of effort associated with this change is estimated as:

Wood Rodgers Classification	Hours	Hourly Rate	Fee
Project Manager / Project Engineer	6	\$130.00	\$780.00
Design Engineer / Engineer I	24	\$115.00	\$2,760.00
W-R Budget			\$3,540.00

Task 3.3 – Bicycle/Pedestrian Trail Design – The design of the additional section of bicycle/pedestrian trail will be prepared in coordination with the adjacent improvements to Moss Landing Road which are under design by Monterey County staff. It is anticipated that the roadway project will construct a curb and gutter along the north side of Moss Landing Road to separate the trail from the adjacent roadway. It may be necessary to incorporate a railing or fence along the north side of the trail to mitigate the potential for falls into the adjacent harbor. There may also be some low retaining wall on the north side of the trail shoulder.

The level of effort associated with this change is estimated as:

Wood Rodgers Classification	Hours	Hourly Rate	Fee
Project Manager / Project Engineer	6	\$130.00	\$780.00
Design Engineer / Engineer I	32	\$115.00	\$3,680.00
W-R Budget			\$4,460.00

RECAP OF CHANGES

Task 1.1 – Surveys & Base Mapping:	\$ 2,000
Task 2.3 – Environmental Technical Reports:	\$ 5,700
Task 3.1 – Trail Base Plans:	\$ 3,540
Task 3.3 – Trail Design	\$ 4,460
TOTAL ADDITIONAL BUDGET	\$15,700

Payment Provisions:

The total amount of services provided under this Amendment No. 1 shall not exceed the amount of \$15,700 for a total Agreement amount not to exceed \$1,064,596.04. Payment for services shall be paid to the CONTRACTOR on a time and materials basis at the hourly rates provided and according to Provision 6 – PAYMENT CONDITIONS outlined in the Agreement.

Contractor Initials

10/1/09
Date

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

MBSST Moss Landing Amendment #1
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Wood Rodgers requests authorization for additional budget in the amount of \$15,700, changing the not-to-exceed contract amount from \$1,048,896.04 to a new total of \$1,064,596.04. We are looking forward to successful completion of this much-needed project and recommend your authorization.

If you require additional information regarding this request, please do not hesitate to contact me at 916-440-9519.

Sincerely,

WOOD RODGERS, INC.



Ali A. Hemmati, P.E.
Principal/Project Manager

cc: Keith Hallsten, Project Engineer, Wood Rodgers
Joey Sellers, Contracts, Wood Rodgers
8091.010, 052

**EXHIBIT B-1 - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

ARTICLE I CONTACT INFORMATION

County Project Manager
Name Steve Leiker, P.E.
Title: Senior Civil Engineer
Address: 168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Telephone Number: (831)755-4809

Contractor Project Manager
Name: Ali Hemmati, P.E.
Title: Principal/Project Manager
Address: 3301 C Street, Building 100-B
Sacramento, CA 95816
Telephone Number: (916-440-9519)

ARTICLE II TERMS

All references to "Contract" herein shall include the County of Monterey Agreement for Professional Services.

ARTICLE III ALLOWABLE COSTS AND PAYMENTS (Check one box only)

- The method of payment for this contract will be based on actual cost-plus-a fixed fee.**
- A. The COUNTY will reimburse the CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by the CONTRACTOR in performance of the work. The CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the CONTRACTOR's executed Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will the CONTRACTOR be reimbursed for overhead costs at a rate that exceeds the COUNTY's approved overhead rate set forth in the executed Proposal. In the event that the COUNTY determines that a change to the work from that specified in the Executed Proposal and contract is required, the contract time and/or actual costs reimbursable by the COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, the COUNTY will pay the CONTRACTOR a fixed fee of \$ N/A. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the executed Proposal.
- D. When milestone cost estimates are included in the executed Proposal, the CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the COUNTY Project Manager before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of the CONTRACTOR's fixed fee will be included in the monthly progress payments. If CONTRACTOR fails to submit the required

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CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

deliverable items according to the schedule set forth in the Statement of Work, the COUNTY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Section 7 of the County of Monterey Agreement for Professional Services.

- F. No payment will be made prior to approval of any work, nor for any work performed prior to the approval of this contract.
- G. The CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the COUNTY'S Finance Division of an itemized invoice. Invoices shall be submitted no later than 30 calendar days after the performance of work for which the CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the executed Proposal and shall reference this contract name and the COUNTY'S Project Manager. Final invoice must contain the final cost and all credits due to the COUNTY. The final invoice should be submitted within 60-calendar days after completion of the CONTRACTOR'S work. Invoices shall be mailed to the COUNTY'S Finance Division at the following address:

County of Monterey
Resource Management Agency
Department of Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Attn: Finance Division

- H. The total amount payable by the COUNTY including the fixed fee shall not exceed the amount identified in Section 2 of the County of Monterey Agreement for Professional Services.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the executed Proposal and is approved by the COUNTY'S Project Manager.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases which are the direct result of changes in the prevailing wage rates are reimbursable.

- J. All subcontracts in excess of \$25,000 shall contain the above provisions.
- The method of payment for this contract will be based on specific rates of compensation (on-call contracts).
- A. Specific projects will be assigned to the CONTRACTOR through issuance of Scope of Services.
- B. After a project to be performed under this contract is identified by the COUNTY, the COUNTY will prepare a draft Scope of Services; less the cost estimate. A draft Scope of Services will identify the expected results, project deliverables, period of performance, and

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project schedule, and will designate a COUNTY Project Coordinator, if different than the Project Manager. The draft Scope of Services will be delivered to the CONTRACTOR for review. The CONTRACTOR shall return a Proposal within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement on the Proposal has been reached on the negotiable items and total cost; the finalized Proposal shall be signed by both the COUNTY and the CONTRACTOR (hereinafter "executed Proposal").

- C. The CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in the CONTRACTOR's executed Proposal. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee.
- D. In addition, the CONTRACTOR will be reimbursed for incurred direct costs other than salary costs, and other costs that are identified in the executed Proposal.
- E. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the Executed Proposal.
- F. When milestone cost estimates are included in the executed Proposal, the CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the COUNTY's Project Manager before exceeding such estimate.
- G. Progress payments for each Proposal will be made monthly in arrears based on services provided and actual costs incurred.
- H. The CONTRACTOR shall not commence performance of work or services until this contract has been approved by the COUNTY, and notification to proceed has been issued by the COUNTY's Project Manager. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- I. A Proposal is of no force or effect until returned to the COUNTY and signed by an authorized representative of the COUNTY. No expenditures are authorized on a project and work shall not commence until a Proposal for that project has been executed by the COUNTY.
- J. The CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the COUNTY's Finance Division of an itemized invoice. Separate invoices itemizing all costs are required for all work performed under each Proposal. Invoices shall be submitted no later than 30 calendar days after the performance of work for which the CONTRACTOR is billing, or upon completion of the Proposal. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the executed Proposal and shall reference this contract name and the COUNTY's Project Manager. Credits due to the COUNTY must be reimbursed by the CONTRACTOR prior to the expiration or termination of this contract. Invoices shall be mailed to the COUNTY's Finance Division at the following address:

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County of Monterey
Resource Management Agency
Department of Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Attn: Finance Division

- K. The total amount payable by the COUNTY for an individual executed Proposal shall not exceed the amount agreed to in the executed Proposal, unless authorized by contract amendment.
- L. The total amount payable by the COUNTY for all Proposals resulting from this contract, shall not exceed the amount identified in Section 2 of the County of Monterey Agreement for Professional Services. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Scope of Services.
- M. All subcontracts in excess of \$25,000 shall contain the above provisions.
- The method of payment for this contract will be based on lump sum.**
- A. The total lump sum price paid the CONTRACTOR will include compensation for all work and deliverables, including travel and equipment described in the Statement of Work of this contract. No additional compensation will be paid to the CONTRACTOR, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between the CONTRACTOR and the COUNTY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by the COUNTY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by the CONTRACTOR. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the COUNTY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Section 7 of the County of Monterey Agreement for Professional Services.
- C. The CONTRACTOR shall not commence performance of work or services until this contract has been approved by the COUNTY and notification to proceed has been issued by the COUNTY'S Project Manager. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. The CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the COUNTY'S Finance Division of an itemized invoice. Invoices shall be submitted no later than 30-calendar days after the performance of work for which the CONTRACTOR is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the executed Proposal and shall reference this contract name and the COUNTY'S Project Manager. Final

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invoice must contain the final cost and all credits due the COUNTY. The final invoice should be submitted within 60-calendar days after completion of the CONTRACTOR's work. Invoices shall be mailed to the COUNTY's Finance Division at the following address:

County of Monterey
Resource Management Agency
Department of Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Attn: Finance Division

- E. The total amount payable by the COUNTY shall not exceed the amount identified in Section 2 of the County of Monterey Agreement for Professional Services.
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE IV CHANGE IN TERMS

- A. The CONTRACTOR shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the COUNTY's Project Manager.
- B. There shall be no change in the CONTRACTOR's Project Manager or members of the project team, as listed in the executed Proposal, which is a part of this contract without prior written approval by the COUNTY's Project Manager.

ARTICLE V COST PRINCIPLES

- A. The CONTRACTOR agrees that the Contract Cost Principals and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.
- B. The CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to the COUNTY.

ARTICLE VI CONTINGENT FEE

The CONTRACTOR warrants, by execution of this contract, that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY has the right to annul

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this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE VII RETENTION OF RECORDS

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the CONTRACTOR, subcontractors, and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, the State Auditor, the COUNTY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONTRACTOR that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE VIII DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by the COUNTY's Director of Public Works, who may consider written or verbal information submitted by the CONTRACTOR.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the CONTRACTOR may request review by the COUNTY Board of Supervisors of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONTRACTOR from full and timely performance in accordance with the terms of this contract.

ARTICLE IX SUBCONTRACTING

- A. The CONTRACTOR shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the COUNTY's Project Manager, except that, which is expressly identified in the Executed Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.
- C. Any substitution of subcontractors must be approved in writing by the COUNTY's Project Manger.

**EXHIBIT B-1 - FEDERAL PROVISIONS
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ARTICLE X INSPECTION OF WORK

The CONTRACTOR and any subcontractors shall permit the COUNTY, the State and the FHWA, if Federal participating funds are used in this contract, to review and inspect the project activities at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XI SAFETY

- A. The CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. The CONTRACTOR shall comply with safety instructions issued by the COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the COUNTY has determined that within such areas as are within the limits of the project and are open to public traffic, the CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract, entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XII OWNERSHIP OF DATA

- A. Ownership and title to all documents, including but not limited to reports, estimates, tracings, plans, specifications, and maps, prepared, or obtained under the terms of the agreement are automatically vested in the COUNTY. Such documents are to be delivered to and become the property of the COUNTY; no further agreement will be necessary to transfer ownership to the COUNTY.
- B. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of the agreement shall be made available upon request to the COUNTY without restriction or limitation on their use.
- C. Applicable patent rights provisions described in 41 CFR 1-9.1 regarding rights to inventions apply to this agreement as appropriate.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XIII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONTRACTOR's signature affixed herein on this contract, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR has complied with Title 49, Code of Federal Regulations, Part 29,

**EXHIBIT B-1 - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the COUNTY.

- B. Exceptions will not necessarily result in denial of recommendation for award; but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

ARTICLE XIV STATE PREVAILING WAGE RATES

- A. The CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1775; and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE XV PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING

This article applies to all contracts where federal funding will exceed \$100,000.

- A. The CONTRACTOR certifies by signing this contract, to the best of his or her knowledge and belief, that:
1. No State, Federal or County appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit

EXHIBIT B-1 - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. The CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

**EXHIBIT B-1 - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

CERTIFICATION OF LOCAL AGENCY.

I HEREBY CERTIFY that I am the Senior Civil Engineer of Monterey County, and that the consulting firm of Wood Rodgers, Inc., or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person, or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

9/23/09

Date


Signature



COUNTY OF MONTEREY

PURCHASE ORDER

ORDER DATE: 12-28-2009
SC 3000 0000000187
IMPORTANT
THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

WOOD RODGERS INC
3301 C Street Bldg 100-B
Sacramento CA 95816

SHIP TO
PUBLIC WRK
168 W. ALISAL ST.,
2ND FLOOR
SALINAS CA 93901

BILL TO
PUBLIC WRK
168 W ALISAL ST
2ND FLOOR
SALINAS CA 93901

VENDOR NUMBER: CV000001969

DELIVERY DATE:

F.O.B.:

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
1	0.0		91843	<p>PURCH DESC: PER AMENDMENT NO.1 INCREASE PO AMOUNT BY \$15,700 FOR A TOTAL AMOUNT NOT TO EXCEED \$1,064,596.04 FOR ADDITIONAL ENVIRONMENTAL DOCUMENTATION AND PLANS.</p> <p>AS 1286 WITH WOOD RODGERS INC TO PROVIDE ENVIRONMENTAL DOCUMENTATION & PLANS, SPECIFICATIONS & ENGINEERS ESTIMATE FOR THE MONTEREY BAY SANCTUARY GENIC TRAIL MOSS LANDING SEGMENT. ALL SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH TERMS, CONDITIONS, AND EXHIBITS OF THE APPROVED COUNTY OF MONTEREY AGREEMENT. TERM OF THE AGREEMENT 10/01/08 THROUGH 12/30/11 UNLESS SOONER TERMINATED PURSUANT TO THE TERM OF THE AGREEMENT.</p> <p>THIS PO IS A CONTINUATION OF R300900056.</p>	.00	.00	805,487.09

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

ORDER TOTAL

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at http://www.co.monterey.ca.us/admin/terms_conditions.htm

TAX EXEMPTION INFORMATION:
FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

AUTHORIZED BY COUNTY OF MONTEREY
DEPUTIZED PURCHASING AGENT

Michael R. [Signature]

COUNTY BUYER INFORMATION
Jaime Ayala
EMAIL: ayalaj@co.monterey.ca.us

TELEPHONE: (831)755-4998 x4998

PRINT DATE: 12/28/09

CONTRACTS/PURCHASING DIVISION
168 W. Alisal St. 3rd Floor, Salinas, CA 93901

PAGE NUMBER: 1 OF 2



COUNTY OF MONTEREY PURCHASE ORDER

ORDER DATE 12-28-2009

SC 3000 0000000187

IMPORTANT
THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST
APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS,
TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

VENDOR
WOOD RODGERS INC
3301 C Street Bldg 100-B
Sacramento CA 95816

SHIP TO
PUBLIC WRK
168 W. ALISAL ST.,
2ND FLOOR
SALINAS CA 93901

BILL TO
PUBLIC WRK
168 W ALISAL ST
2ND FLOOR
SALINAS CA 93901

VENDOR NUMBER: CV000001969

DELIVERY DATE:

F.O.B.:

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
	002	3000	8195	RMA012 - 6613 - Env Consulting			805487.09
ORDER TOTAL							805,487.09

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TAX EXEMPTION INFORMATION:
FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

COUNTY BUYER INFORMATION
Jaime Ayala
EMAIL: ayalaj@co.monterey.ca.us

TELEPHONE: (831)755-4998 x4998

AUTHORIZED BY COUNTY OF MONTEREY
DEPUTIZED PURCHASING AGENT

PRINT DATE: 12/28/09

CONTRACTS/PURCHASING DIVISION
168 W. Alisal St. 3rd Floor, Salinas, CA 93901

PAGE NUMBER: 2 OF 2