

**AMENDMENT NO. 8
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
WOOD RODGERS, INC.**

THIS AMENDMENT NO. 8 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 the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on October 27, 2008 (hereinafter, "Agreement") to provide environmental documentation and Plans, Specifications and Engineer's Estimate (PS&E) (hereinafter, "services") for the Monterey Bay Sanctuary Scenic Trail – Moss Landing Segment (hereinafter, "Project") through December 30, 2011 for an amount not to exceed \$1,048,896.04; and

WHEREAS, Agreement was amended by the Parties on December 3, 2009 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions and Exhibit B-1 – Federal Provisions) to increase the amount by \$15,700.00 which resulted in a total not to exceed amount of \$1,064,596.04 and to revise Exhibit B - Federal Provisions with no extension to the term; and

WHEREAS, Agreement was amended by the Parties on September 29, 2010 (hereinafter, "Amendment No. 2", including Exhibit A-2 – Scope of Services/Payment Provisions) to increase the amount by \$139,359.75 which resulted in a total not to exceed amount of \$1,203,955.79 with no extension to the term; and

WHEREAS, Agreement was amended by the Parties on September 2, 2011 (hereinafter, "Amendment No. 3", including Exhibit A-3 – Scope of Services/Payment Provisions) to extend the term for approximately two (2) additional years through December 31, 2013, to increase the amount by \$100,200.00 which resulted in a total not to exceed amount of \$1,304,155.79, and to revise the indemnification provisions; and

WHEREAS, Agreement was amended by the Parties on September 26, 2012 (hereinafter, "Amendment No. 4", including Exhibit A-4 – Scope of Services/Payment Provisions) to extend the term for six (6) additional months through June 30, 2014 and to increase the amount by \$428,422.00 which resulted in a total not to exceed amount of \$1,732,577.79; and

WHEREAS, Agreement was amended by the Parties on May 14, 2014 (hereinafter, "Amendment No. 5") to extend the term for two (2) additional years through June 30, 2016 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on November 12, 2014 (hereinafter, "Amendment No. 6", including Exhibit A-5 – Scope of Services/Payment Provisions) to increase the amount by \$86,830.00 which resulted in a total not to exceed amount of \$1,819,407.79 with no extension to the term; and

WHEREAS, Agreement was amended by the Parties on July 5, 2016 (hereinafter, "Amendment No. 7") to extend the term for six (6) additional years through June 30, 2022 with no increase in the not to exceed amount; and

WHEREAS, due to funding constraints, construction of the Project has been delayed to start in January of 2020; and

WHEREAS, due to the unanticipated delay of the Project, additional tasks associated with Project Management, Final PS&E, Preparation of Regulatory Permits/Applications, Preparation of the Project Study Report/Project Report, Assistance During Bidding, Assistance During Construction and additional services as requested by the County are required from the CONTRACTOR to complete the Project; and

WHEREAS, additional funding is necessary; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$377,660.00 for a total amount not to exceed \$2,197,067.79 with no extension to the term to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 8.

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, A-5 and A-6 in conformity with the terms of this Agreement. The services are generally described as follows: Provide environmental documentation and construction Plans, Specifications, and Engineer's Estimate (PS&E) including the acquisition of necessary permitting from resource agencies, and securing Caltrans approval 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, A-5 and A-6, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$2,197,067.79.

3. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-6, Scope of Services/Payment Provisions".

4. Amend County and CONTRACTOR contact information in Paragraph 14, "Notices", to read as follows:

FOR COUNTY:

Dalia Mariscal-Martinez, Management Analyst II
County of Monterey, Resource Management Agency
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
(831) 755-8966

FOR CONTRACTOR:

Mark Rayback, P.E., Principal
Wood Rodgers, Inc.
3301 C Street, Building 100-B
Sacramento, California 95816
(916) 440-8131

5. In all places within the Agreement, any reference to the County's address at "168 West Alisal Street, 2nd Floor, Salinas, California, 93901" is hereby replaced with "1441 Schilling Place, South 2nd Floor, Salinas, California, 93901-4527".
6. All other terms and conditions of the Agreement remain unchanged and in full force.
7. This Amendment No. 8 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 8 are incorporated into the Agreement and this Amendment No. 8.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 8 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Wood Rodgers, Inc.
Contractor's Business Name

Date: _____

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

Its: JOHN HAN KORS
VICE PRESIDENT
(Print Name and Title)

Date: 12-17-17

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

Its: MARK RIMBACK, SECRETARY
(Print Name and Title)

Date: 12-17-17

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

By: _____
Mary Grace Perry
Deputy County Counsel

Date: 12-21-2017

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 12/22/17

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and

Wood Rodgers, Inc., hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work for the Monterey Bay Sanctuary Scenic Trail – Moss Landing Segment (hereinafter, "Project"), as set forth below:

Project Management: The construction of the Project was scheduled to commence in summer of 2016. Due to funding constraints, the earliest that this Project can start construction would be January 2020. This unanticipated delay for completion of the Project will require an expanded level of effort from CONTRACTOR in managing the Project, responding to various inquiries from County, providing assistance with acquisition of necessary permitting from resource agencies, and securing the California Department of Transportation (Caltrans) approval of the Project.

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

CONTRACTOR Classification	Hours	Hourly Rate	Budget
Project Manager/Principal Engineer I	60	\$195	\$11,700.00
Associate Engineer III	20	\$185	\$3,700.00
Engineer III	12	\$155	\$1,860.00
Administrative Assistant	24	\$95	\$2,280.00
SUB-TOTAL			\$19,540.00

Task 3.10.1 – Final Plans, Specifications and Estimate (PS&E) Package

A – Structural Facilities within Moss Landing Power Plant Jurisdiction

Upon completion of the alternative studies for the revised alignment within Station 83+00 to Station 93+00 in order to protect the existing oil pipeline in place, at approximately Station 88+50, a bridge structure with a Gabion Wall at southerly approach and a separate type of wall (Soldier Pile Retaining Wall) north of this crossing were required to comply with the Moss Landing Power Plant requirements. The design criteria for these types of walls are significantly different from the Segmental Retaining Wall originally proposed elsewhere along the trail. Development of necessary details, design calculations and preparation of the Plans and Estimate (P&E) for this bridge structure and the Gabion and Soldier Pile walls require a significant level of additional effort from CONTRACTOR beyond what was originally proposed for the Segmental walls in this area.

County recognizes the PS&E will need to be updated prior to final approval to comply with 2015 Caltrans Standard Plans and Specifications. Since the Project's construction date has been identified as January 2020, the County has directed CONTRACTOR to complete the Improvement PS&E to current Caltrans 2015 Standard Plans and Specifications.

EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

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

CONTRACTOR Classification	Hours	Hourly Rate	Budget
Project Manager/Principal Engineer I	32	\$195	\$6,240.00
Associate Engineer III	68	\$185	\$12,580.00
Engineer III	148	\$155	\$22,940.00
Engineer II	120	\$145	\$17,400.00
CAD Technician I	120	\$105	\$12,600.00
Administrative Assistant	16	\$95	\$1,520.00
SUB-TOTAL			\$73,280.00

B – Pile Driving Noise Attenuation/US Coast Guard Permit

To comply with the United States Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) environmental requirements, CONTRACTOR performed a significant level of effort to investigate available pile driving noise attenuation systems in order to expedite the pile driving operation during construction. Extensive on-line research, literature research, and review of past Caltrans construction projects where noise attenuation systems have been utilized was conducted. Numerous CONTRACTOR Team and County teleconferences were also held to evaluate the available noise attenuation systems for the Project.

Under this Task, CONTRACTOR shall also prepare the required United State (US) Coast Guard Bridge Permit. CONTRACTOR shall complete the US Coast Guard checklist and all attachments. The Draft Permit Application shall be sent to County for review and signature.

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

CONTRACTOR Classification	Hours	Hourly Rate	Budget
Project Manager/Principal Engineer I	12	\$195	\$2,340.00
Associate Engineer III	88	\$185	\$16,280.00
Engineer III	36	\$155	\$5,580.00
SUB-TOTAL			\$24,200.00

C – Improvement Plans, Specifications and Engineer's Estimate Updates

The sixty percent (60%) plans for the Project were prepared based on Caltrans 2006 Standard Plans and Specifications as well as Caltrans design criteria, which were the current requirements at the time. The PS&E package was updated to reflect the requirements for the Caltrans 2010 Standards. The Project specifications have been written based on Caltrans 2010 Standards. Caltrans has issued the 2015 version of their Standard Plans and Specifications and requires any project being advertised for construction after summer of 2016 to reflect this latest version.

County recognizes the PS&E will need to be updated prior to final approval to comply with current Caltrans Standard Plans and Specifications. CONTRACTOR shall update the PS&E to incorporate the latest Caltrans Standard Plans and Specifications for construction in January 2020. This scope assumes one (1) Caltrans review and comment cycle.

EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

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

CONTRACTOR Classification	Hours	Hourly Rate	Budget
Project Manager/Principal Engineer I	16	\$195	\$3,120.00
Associate Engineer (Bridge) III	70	\$185	\$12,950.00
Associate Engineer (Roadway) III	80	\$185	\$14,800.00
Engineer III	68	\$155	\$10,540.00
CAD Technician I	108	\$105	\$11,340.00
Administrative Assistant	24	\$95	\$2,280.00
SUB-TOTAL			\$55,030.00

TASK 5 – PREPARE REGULATORY PERMITS

Task 5.1 - Section 404 of the Clean Water Act (CWA) and Section 10 of Rivers and Harbors Act Permits

CONTRACTOR's subconsultant, LSA Associates, Inc. (LSA) shall prepare a Nationwide Permit application for Section 404 of the CWA for the Project. Based on the Jurisdictional Delineation prepared for the Project in May 2009 and revised in July 2010, Project implementation would result in temporary and permanent impacts to United States Army Corps of Engineers (Corps) jurisdictional waters. A total of 0.273 acre of Corps jurisdictional waters would be permanently affected by Project activities. Approximately 0.106 acre of temporary effects to Corps jurisdictional areas are expected. Furthermore, approximately 0.11 acre of permanent indirect effects to jurisdictional waters could result from the Project from shading related to the proposed bridge. Beneficial impacts would result from protection of the shoreline and from shading. Project impacts would be less than one half acre (0.50 acre) and would therefore be permitted under the Nationwide Permit Program. It is assumed that the Project would be authorized under Nationwide Permit 14, Linear Transportation Projects. A conceptual mitigation and monitoring plan shall be prepared for submittal with the permit application. The mitigation and monitoring plan shall describe how the impacts to jurisdictional areas shall be mitigated and how the mitigation shall be monitored to demonstrate that the mitigation was successful. This plan also shall be suitable for submittal with the Section 401 permit. LSA shall revise the conceptual mitigation plan to address one (1) round of comments from Caltrans.

LSA shall also prepare a Letter of Permission (LOP) for Section 10 of the Rivers and Harbors Act for the Project. The LOP application shall include, in addition to the application form, the Project plans, a notice of determination showing California Environmental Quality Act (CEQA) compliance, a copy of the delineation of jurisdictional waters, and a copy of the conceptual mitigation and monitoring plan.

BUDGET: \$33,000.00

Task 5.2: Section 401 Water Quality Certification

LSA shall prepare a Water Quality Certification application for Section 401 of the CWA for the Project. The application will include a copy of the Nationwide Permit and LOP, a copy of the delineation of jurisdictional waters, a notice of determination (NOD) showing CEQA compliance, and a check for the application fee. County shall be responsible for application fees associated with the Water Quality Certification for the Project.

BUDGET: \$13,000.00

EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 5.3: Agency Coordination for Section 404 and Section 401 of the CWA

LSA shall coordinate¹ with environmental regulatory agency representatives and prepare permit applications in signature ready format. A maximum of sixteen (16) hours of senior staff's time shall be allotted for County coordination. Upon County's signature, LSA shall submit permit applications to the respective agencies and coordinate with those agencies to ensure that the applications are complete, provide additional information, if requested, discuss Project measures to avoid or minimize impacts and/or additional permit conditions recommended for permit approval. During their review, should any of the agencies modify or recommend additional conditions from those specified on the permit applications, LSA shall work with County and the agencies to finalize the permit conditions. County is responsible for payment of all application fees.

BUDGET: \$ 6,000.00

Task 5.4: Marine Mammal Incidental Take Authorization Application

In February 2016, LSA prepared a draft Marine Mammal Incidental Take Authorization Application, at which time County placed the permitting phase of the Project on hold until it secured full Project funding. Following County's Notice to Proceed (NTP) with the permitting phase of the Project, LSA shall review and submit the Marine Mammal Incidental Take Authorization Application to County for review and approval. LSA shall revise the Marine Mammal Incidental Take Authorization Application to address one (1) round of comments from County. On behalf of County, LSA shall submit the Marine Mammal Incidental Take Authorization Application to the NMFS and the USFWS in order to secure a Marine Mammal Incidental Take Permit for the Project. LSA's budget assumes one (1) round of response to comments from NMFS and the USFWS to secure the Marine Mammal Incidental Take Permit.

BUDGET: \$24,000.00

Task 5.5: Coastal Development Permit (CDP) Application

LSA shall prepare a CDP application for submittal to the California Coastal Commission (CCC). In addition to submitting the Project Description, pertinent Project Plan information, and a vicinity map as part of the CDP application, LSA shall complete the property owner notification process by preparing the radius map, working in cooperation with County to identify surrounding property owners and occupants, and conducting all mailings as required by the CCC. The CDP application shall be required to address consistency of the Project with the California Coastal Zone Management Act (CZMA). LSA shall prepare a CZMA consistency analysis to be used to support the CDP application package.

While monitoring the application status and progress of the application review, LSA shall correspond with and attend up to one (1) meeting with County, two (2) meetings with CCC staff, and one (1) CCC hearing. LSA has found that frequent correspondence with staff can help the review process move forward. This scope also includes preparing up to two (2) sets of responses to staff requests for additional information on the CDP application.

Please note that obtaining a CDP can take longer than expected and cannot be guaranteed. The proposed budget does not account for fulfilling unforeseen CCC requests for information beyond what the CDP application requires. The CCC's staff is currently backlogged with application reviews, which frequently result in delays. Furthermore, staff and Commissioners occasionally disagree, resulting in multiple staff reports and hearings. Therefore, LSA has attempted to provide

¹ Section 7 consultation for this Project is expected to be conducted between Caltrans and the USFWS and the NMFS.

EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

a thorough scope and sufficient budget to complete a CDP application and conduct the necessary work to obtain a CDP under typical conditions. Additional budget may be needed if the CCC requires information, or deliverables that are beyond what they typically request. In some instances, the actual cost could be lower.

BUDGET: \$30,000.00

COST ESTIMATE

LSA proposes to conduct the services described in the Scope of Services above for the amount shown in the table below. Task budgets are estimates and costs may be shifted between tasks while keeping within the overall budget.

Task	Cost
Task 5.1: Section 404 Nationwide Permit and Section 10 Letter of Permission	\$33,000.00
Task 5.2: Section 401 Water Quality Certification	\$13,000.00
Task 5.3: Agency Coordination	\$6,000.00
Task 5.4: Marine Mammal Incidental Take Authorization Application	\$24,000.00
Task 5.5: Coastal Development Permit Application	\$30,000.00
Total	\$106,000.00

Note: Costs do not include agency filing/application fees

PERMITTING SCHEDULE

The schedule for completing the permits is shown in the table below.

Task	Estimated Time From NTP
County to Provide NTP	-
Task 1: Section 404 Nationwide Permit and Section 10 Letter of Permission	
LSA to submit draft document to County	4 weeks ¹
County to provide review comments	2 week
LSA to submit final document to the Corps	1 week
Task 2: Section 401 Water Quality Certification	
LSA to submit draft document to County	4 weeks ¹
County to provide review comments	1 week
LSA to submit final document to Regional Water Quality Control Board (RWQCB)	1 week
Task 3: Agency Coordination	On-going
Task 4: Marine Mammal Incidental Take Authorization Application	
LSA to submit draft document to Caltrans	Completed
County to provide review comments	2 weeks
LSA to submit application to NMFS/USFWS	4 weeks
LSA to respond to comments from NMFS/USFWS during their review and approval	On-going
Task 5: CDP Application	
LSA to submit draft CDP application package including CZMA consistency analysis to County	6 weeks ¹
County to provide review comments	1 week
LSA to submit final CDP application package to County	2 week

¹ = Preparation of draft permit applications under Tasks 1-5 will occur concurrently.

EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

TASK 6 – PREPARE PROJECT STUDY REPORT/PROJECT REPORT (PSR/PR)

CONTRACTOR shall prepare the PSR/PR in accordance with the Guidelines for Project Reports in the Caltrans "Project Development Procedures Manual." The Project previously prepared 90% PS&E and has an approved Environmental Document (ED). The PSR/PR shall be based on the approved environmental documentation and the previously prepared and submitted 90% PS&E. Therefore, a Draft PSR/PR shall not be prepared. A Draft Final PSR/PR shall be prepared and submitted to County and Caltrans for review and comment. A Final PSR/PR shall be prepared by incorporating comments provided by County and Caltrans and shall be submitted for approval.

Task 6.1 - Draft Final PSR/PR

CONTRACTOR shall prepare the Draft Final PSR/PR in accordance with the Guidelines for PSR/PR in the Caltrans "Project Development Procedures Manual." The Draft Final PSR/PR shall bear the stamp and seal of the registered Civil Engineer responsible for its preparation, and shall discuss the background of the Project, the need and purpose, the viable alternative for the Project, the engineering features proposed for the Project, utility involvement, highway planting, cost estimates, right-of-way (ROW) issues, collision analysis, environmental issues, past Public involvement and Public hearings, and issues related to construction of the Project such as the need for staging and detours. Prior to initiating the PSR/PR, CONTRACTOR shall attend one (1) Project Development Team (PDT) meeting with County and Caltrans to decide the most efficient means to move to completion of the document. The Draft Final PR shall be illustrated with a vicinity map, the geometric plans of the viable alternative and tables of significant data. The following documents shall be included as attachments to the Draft PSR/PR:

- Final ED
- Vicinity/Location Map
- 90% Improvement Plans
- Project Cost Estimate summary
- ROW and Utility Data Sheets for each alternative
- 90% Bridge Plans
- Storm Water Data Report Cover Sheet
- Traffic Management Plan Data Sheet
- Cooperative Agreement
- Risk Management Plan
- Distribution List

The level of effort associated with Task 6.1 is estimated as:

CONTRACTOR Classification	Hours	Hourly Rate	Budget
Project Manager/Principal Engineer I	20	\$195	\$3,900.00
Associate Engineer (Bridge) III	8	\$185	\$1,480.00
Associate Engineer (Roadway) III	60	\$185	\$11,100.00
Engineer III	20	\$155	\$3,100.00
CAD Technician I	24	\$105	\$2,520.00
Administrative Assistant	8	\$ 95	\$760.00
SUBTOTAL			\$22,860.00

EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 6.2 - Final PSR/PR

County/Caltrans Review: The Draft Final PSR/PR shall be circulated within County and Caltrans for review and comment. CONTRACTOR shall address all review comments in writing and make necessary revisions to the Draft Final PSR/PR. It is anticipated that two (2) submittals and revision cycles to County and Caltrans shall be required for approval. CONTRACTOR assumes there will be no revisions to the approved ED and that the ED shall not be re-circulated for Public comment. It is also assumed substantial revisions to the 90% PS&E shall not be required. Examples of substantial changes include, but are not limited to, major shifts in alignment and profile, revisions to retaining wall type and design, revisions to the previously approved bridge type and design. Under this task, CONTRACTOR shall attend up to two (2) meetings with the PDT. Once approval has been received, CONTRACTOR shall produce the required number of copies for County and Caltrans files.

The level of effort associated with Task 6.2 is estimated as:

CONTRACTOR Classification	Hours	Hourly Rate	Budget
Project Manager/Principal Engineer I	16	\$195	\$3,120.00
Associate Engineer (Bridge) III	8	\$185	\$1,480.00
Associate Engineer (Roadway) III	60	\$185	\$11,100.00
Engineer III	28	\$155	\$4,340.00
CAD Technician I	40	\$105	\$4,200.00
Administrative Assistant	12	\$ 95	\$1,140.00
<u>SUBTOTAL</u>			\$25,380.00

TASK 7 – ASSISTANCE DURING BIDDING

CONTRACTOR shall assist County during bidding of the Project. Services shall include: attendance at Bidder's conference, responding to Bidder inquiries, assisting with addendums, and preparing the bid summary, if required.

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

CONTRACTOR Classification	Hours	Hourly Rate	Budget
Project Manager/Principal Engineer I	8	\$195	\$1,560.00
Associate Engineer	12	\$185	\$2,220.00
Engineer III	12	\$155	\$1,860.00
CAD Technician	8	\$105	\$ 840.00
Administrative Assistant	2	\$95	\$ 190.00
<u>SUBTOTAL</u>			\$6,670.00

EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

TASK 8 – ASSISTANCE DURING CONSTRUCTION

CONTRACTOR shall provide assistance to County during construction. This shall include review of Requests for Information (RFI) and submittals, review of shop drawings, and assistance with evaluation of CONTRACTOR prepared Change Orders.

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

CONTRACTOR Classification	Hours	Hourly Rate	Budget
Project Manager/Principal Engineer I	24	\$195	\$4,680.00
Associate Engineer	48	\$185	\$8,880.00
Engineer III	48	\$155	\$7,440.00
CAD Technician	28	\$105	\$2,940.00
Administrative Assistant	8	\$ 95	\$ 760.00
SUBTOTAL			\$24,700.00

TASK 9 – ADDITIONAL SERVICES

Other related services as requested in writing by County.

Additional services related to the tasks described in Exhibit A-6 – Scope of Services/Payment Provisions of this Agreement shall not be provided unless authorized in writing by County prior to additional services being provided. Services completed by CONTRACTOR prior to receiving County's written authorization to proceed shall not be eligible for compensation. Any newly identified tasks not included herein shall not be conducted by CONTRACTOR until presented to County and with County approval, amended into this Agreement.

Budget: \$20,000.00

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall increase this amount of the Agreement by \$377,660.00 for a total amount not to exceed \$2,197,067.79 for the performance of all things necessary for or incidental to the performance of work as set forth in this Exhibit A-6. CONTRACTOR's compensation for services rendered shall be based on the rates outlined in Section A, Scope of Services; Summary of Budget; and Fee Schedule in this Exhibit A-6.

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses within the not to exceed task budgets during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel and Business Expense Reimbursement Policy". A copy of the policy is available online at:

https://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf

To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

B.2 CONTRACTOR'S BILLING PROCEDURES

Payment shall be based upon satisfactory completion and acceptance of each major part of the Agreement.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, Payment Conditions, of the Agreement. All invoices shall reference Multi-Year Agreement (MYA) number 3000*2618, Project name and associated Delivery Order number, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance
Division 1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the RMA – Finance Division at (831) 755-4800.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Summary of Budget:

Project Management	\$19,540.00
TASK 3.10.1 – Final Plans and Estimate (P&E) Package	
3.10.1 A – Structural Facilities within Moss Landing Power Plant Jurisdiction	\$73,280.00
3.10.1 B – Pile Driving Noise Attenuation	\$24,200.00
3.10.1 C – Improvement Plans and Engineer's Estimate Updates	\$55,030.00
TASK 5 – Prepare Regulatory Permits	
Task 5.1 – Section 404 of the CWA and Section 10 of Rivers and Harbors Act Permits	\$33,000.00
Task 5.2 – Section 401 Water Quality Certification	\$13,000.00
Task 5.3 – Agency Coordination for Section 404 and Section 401 of the Clean Water Act	\$ 6,000.00
Task 5.4 – Marine Mammal Incidental Take Authorization Application	\$24,000.00
Task 5.5 – Coastal Development Permit Application	\$30,000.00
TASK 6 – Prepare Project Study Report/Project Report (PSR/PR)	
Task 6.1 – Draft Final PSR/PR	\$22,860.00
Task 6.2 – Final PSR/PR	\$25,380.00
TASK 7 – Assistance During Bidding	\$6,670.00
TASK 8 – Assistance During Construction	\$24,700.00
TASK 9 – Additional Services	<u>\$20,000.00</u>
Total Budget Increase:	\$377,660.00

EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS



WOOD RODGERS

SACRAMENTO FEE SCHEDULE

Effective January 1, 2018

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/LA* II	\$235
Principal Engineer/Geologist/Surveyor/Planner/LA* I	\$195
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$185
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$175
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$165
Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$155
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$145
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$135
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$110
CAD Technician III	\$125
CAD Technician II	\$115
CAD Technician I	\$105
Project Coordinator	\$115
Administrative Assistant	\$95
1 Person Survey Crew	\$180
2 Person Survey Crew	\$260
3 Person Survey Crew	\$340
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work	Rate Plus 50%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate

Fee Schedule subject to a 3.5% increase from January 1, 2019 through June 30, 2022.

Although hourly rates may increase over the term of the Agreement, the total not to exceed amount of the Agreement will not change without an amendment to the Agreement.

 12/19/15
(Contractor's Initials) (Date)

 12/19/17
(Contractor's Initials) (Date)