

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

Agreement No. A-11286

- a. Approve Amendment No. 3 to Professional Services Agreement No. A-11286 with Wood Rodgers, Inc. to include the first phase of work (Phase 1) associated with the development of an alternative alignment for the Monterey Bay Sanctuary Scenic Trail – Moss Landing Segment, Project No. 866865, in the amount of \$100,200.00 for a total amount not to exceed \$1,304,155.79 for a term through December 31, 2013; and)
- b. Authorize the Contracts/Purchasing Officer to execute Amendment No. 3 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 Salinas, seconded by Supervisor Armenta, and carried by those members present, the Board hereby;

- a. Approved Amendment No. 3 to Professional Services Agreement No. A-11286 with Wood Rodgers, Inc. to include the first phase of work (Phase 1) associated with the development of an alternative alignment for the Monterey Bay Sanctuary Scenic Trail – Moss Landing Segment, Project No. 866865, in the amount of \$100,200.00 for a total amount not to exceed \$1,304,155.79 for a term through December 31, 2013; and
- b. Authorized the Contracts/Purchasing Officer to execute Amendment No. 3 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 on this 23rd day of August, 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and 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 August 23, 2011.

Dated: August 30, 2011

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

By Chut A. [Signature]
 Deputy

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
WOOD RODGERS, INC.**

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

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

WHEREAS, Agreement was amended by the Parties on December 3, 2009 (hereinafter, "Amendment No. 1"), and September 29, 2010 (hereinafter, "Amendment No. 2"); and

WHEREAS, as a result of an archeological study conducted during the Design Engineering and Environmental Phase of the Monterey Bay Sanctuary Scenic Trail – Moss Landing Segment ("Segment"), additional work is necessary for the development of an alternative alignment to address the archeological findings for the Segment; and

WHEREAS, the development of an alternative alignment of the Segment will be done in two phases; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to December 31, 2013 and to increase the amount payable by \$100,200.00 to include the first phase of work (Phase 1) associated with the development of an alternative alignment.

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 and A-3 in conformity with the terms of this Agreement. The services are generally described as follows: provide environmental documentation and plans, specifications, and engineer's estimate; and development of an alternative alignment 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 and A-3, 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 \$1,304,155.79.

3. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from October 1, 2008 to December 31, 2013, unless sooner terminated pursuant to the terms of this Agreement.

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

5. Amend Paragraph 8, "Indemnification", to read as follows:

8.01. For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code Section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02. Indemnification for Design Professional Services Claims: CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

8.03. Indemnification for All Other Claims or Loss: For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

6. Amend the first sentence of Paragraph 9.03, "Insurance Coverage Requirements", "Business automobile liability insurance", to read as follows:

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

7. The schedule referenced in the Agreement, Exhibit A – Scope of Services/Payment Provisions, is hereby amended to extend through December 31, 2013, to conform to the amended term of the Agreement.
8. All other terms and conditions of the Agreement remain unchanged and in full force.
9. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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

COUNTY OF MONTEREY

CONTRACTOR*

By: [Signature]
Contracts/Purchasing Officer

Wood Rodgers, Inc.
Contractor's Business Name

Date: 9-2-11

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

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

Date: 7/20/11

Approved as to Form and Legality
Office of the County Counsel

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

By: [Signature]
Deputy County Counsel

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

Date: 7-29-11

Date: 7/20/11

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 7-22-11

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.

ENTERED
SEP 02 2011

KA

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS



WOOD RODGERS

June 22, 2011

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

7/19/11
(Date)

Re: Request for Amendment #3 to Professional Engineering Services Agreement A-11286
Monterey Bay Sanctuary Scenic Trail – Moss Landing Segment

Dear Mr. Harty:

(Phase 1)

In accordance with your request, this letter is to define the first phase of work needed to develop and document an additional alternative alignment for the section of the proposed Moss Landing Segment of the Monterey Bay Sanctuary Scenic Trail where prehistoric human remains were discovered in the course of archeological study in 2010. This includes a description of the additional scope of work involved in developing the second alternative and an estimate of the augmentation to the budget in our consultant services agreement to compensate Wood Rodgers and our subconsultants for the additional work. The two-phase approach is intended to allow sufficient development and investigation of the new alternative to be completed so that the costs involved in proceeding with the change to the project can be determined before the County makes the decision to proceed with the work of the second phase. The second phase will be scoped and budgeted when preliminary results from the first phase are available.

MRH
(Contractor's Initials)

The additional alternative is illustrated in an exhibit prepared by Monterey County for use in a meeting with Glenn Hughes (General Manager) and Kathy Genasci (Plant Engineer) of the Moss Landing Power Plant on January 10, 2011. The power plant is the owner of the property, from which an easement must be obtained for the trail. This additional alternative would construct the trail immediately west of the power plant's preserved oil pipeline, rather than immediately east of that pipeline as currently planned (see preliminary project plans dated 8/31/2010). This would avoid excavation in the steep, loose, archeologically-sensitive slope immediately east of the pipeline and significantly reduce the size of needed retaining walls in that area. This concept was not evaluated previously, because Kathy Genasci had advised Monterey County and Wood Rodgers in 2008 that it was not acceptable to the Moss Landing Power Plant at that time to have the trail pass over the pipeline, either on fill or on structure. This new alternative will need to cross the preserved oil pipeline at two points. We understand that Glenn Hughes advised during the meeting with Monterey County on January 10th that such an alternative can now be considered, with mitigation of the power plant's concerns for screening and security of plant operations.

The new alternative alignment would be approximately 1000 feet long, with approximate limits of Station 83+00 to Station 93+00 as shown on the current draft trail plans. In order to lower the elevation of the subject section of trail from around 32 feet at the south to around 14 feet at the north, it is anticipated that a combination of cut (between Stations 83+00 and 88+00) and elevated viaduct or ramp type structure or retained fill (between stations 88+00 and 93+00) will be required. The existing ground over most of the length of the area where the viaduct structure would be constructed is nearly level at an elevation near 11 feet between the preserved oil pipeline and the existing rip-rap shore protection along the harbor shoreline. Thus, the height of the viaduct or ramp structure above the existing ground could vary up to 20 feet (plus safety railings). The slope of the ramp cannot exceed 5% for compliance with ADA access requirements. In the area adjacent to the power plant's intake screening operation, the trail may be constructed either on fill behind retaining wall, or in a cut into the existing steep cut slope (approximate Station limits 85+50 to

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

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88+50). Further south (approximate Station limits 83+00 to 85+50), the potential of widening the existing cut for State Route 1 to allow lowering the planned grade of the trail will be evaluated.

The development of the additional alternative, environmental technical studies and documentation, and development of construction plans, special provisions and engineer's estimate for the revised project to be constructed will be accomplished in two phases, each of which will be initiated upon receipt of a Notice to Proceed from Monterey County. The first phase work is expected to involve the following additional tasks:

Phase 1: Alternative Development, Environmental Technical Field Work, and Reporting:

1A. **Project Management:** We anticipate that up to three additional meetings with Monterey County, the property owner (Moss Landing Power Plant), and the various agencies involved in project review and approval will be required in association with the first phase of the development of the additional alternative. We assume that the Wood Rodgers Project Manager will be involved in one of these meetings and the Project Engineer will participate in all three. In addition, Wood Rodgers will expend additional labor in managing the project for an additional 9 months during the first phase, including additional coordination and preparation of 9 additional progress reports. Also, this budget includes a bi-weekly conference call with Monterey County to review progress and current issues. This is estimated to require the following additional budget:

Principal Engineer (Proj Mgr)	Meetings: 18 hr x \$185.00/hr =	\$ 3,330
	Management: 3 hr/mo x 9 mo x \$185.00/hr =	\$ 4,995
Engineer III (Proj. Engr)	Meetings: 40 hr x \$125.00/hr =	\$ 5,000
	Management: 5 hr/mo x 9 mo x \$125.00/hr =	\$ 5,625
Administrative Support:	6 hr/mo x 9 mo x \$ 70.00/hr =	\$ 3,780
	Reimbursibles (Travel Expenses) =	\$ 600
Additional Phase 1 PM Budget for Wood Rodgers:		\$ 23,330

1B. **Alternative Engineering Studies:** Wood Rodgers will prepare engineering studies of up to three combinations of horizontal alignment and vertical profile for the alternative trail concept. These geometric concepts will only be developed sufficiently to support a choice between them, so we do not anticipate that a complete set of cross-sections will be developed for each combination. The best combination of conceptual features will then be developed into the additional second alternative for the project, including trail alignment, profile, cross-sections, conceptual drainage, and estimated costs and quantities of construction work. Also, structure Advance Planning Studies will be prepared for the additional structures involved in the second project alternative, such as retaining walls and a bridge/viaduct structure to carry the trail over the pipeline at the southern crossing. Two alternative structure types will be evaluated based on the selected geometrics of the new alternative, providing plan view, elevation view, typical cross-section and planning-level estimate of construction costs. Preparation of these studies is estimated to require the following additional budget:

Trail Studies: Principal Engineer (Proj Mgr)	4 hr x \$185.00/hr =	\$ 740
Engineer III (Project Engineer)	16 hr x \$125.00/hr =	\$ 2,000
Engineer II (Trail Designer)	70 hr x \$115.00/hr =	\$ 8,050
CAD Tech III (Drafting)	50 hr x \$ 95.00/hr =	\$ 4,750
Structure APS: Senior Engineer (Structures PM)	4 hr x \$175.00/hr =	\$ 700
Engineer III (Structures Design)	56 hr x \$125.00/hr =	\$ 7,000
CAD Tech III (Drafting)	48 hr x \$ 95.00/hr =	\$ 4,560
	Reimbursibles (Plotting & Reproduction) =	\$ 350
Additional Engineering Studies Budget for Wood Rodgers:		\$28,150

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

MBSST Moss Landing Amendment #3
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1C. Additional Environmental Technical Field Work and Reporting: As outlined in the attached letter from LSA Associates to Wood Rodgers dated June 22, 2011, LSA has estimated the required additional effort required to perform the cultural field work and reporting in the first phase of the evaluation of the additional alternative, deferring until the second phase the remaining work to perform biological surveys and revise the various environmental technical studies to include the additional alternative and complete the environmental document. LSA has estimated that the cultural studies will require 8 months to complete.

Wood Rodgers will provide CAD files of alternative drawings, coordination and review of draft environmental studies. The additional effort is estimated to require the following additional budget:

Additional Budget for LSA Associates
(See LSA letter for more detail): **\$ 41,000**

Additional Budget for Wood Rodgers
Principal Engineer (Proj Mgr) 4 hr x \$185.00/hr = \$ 740
Engineer III (Project Engineer) 32 hr x \$125.00/hr = \$ 4,000
Engineer II (Trail Designer) 16 hr x \$115.00/hr = \$ 1,840
CAD Tech III (Drafting) 12 hr x \$ 95.00/hr = \$ 1,140
\$ 7,720

Total Phase 1 Environmental Studies Budget: \$48,720

RECAP OF PHASE 1 BUDGET:

1A. Additional Project Management	\$ 23,330
1B. Alternative Engineering Studies	\$ 28,150
1C. Additional Environmental Technical Studies & Doc:	<u>\$ 48,720</u>
Total Phase 1 Additional Budget:	\$100,200

A second phase of work will be needed to complete environmental documentation and prepare the construction contract documents (PS&E) for the revised trail alignment. The second phase would include additional geotechnical investigation for the design of foundations and additional topographic mapping of the eroding shoreline just south of Elkhorn Slough, where a shore protection system is to be constructed.

The second phase work will be budgeted and approved separately. We anticipate that sufficient information will have been developed to make an informed judgment regarding the feasibility of the project and selection of the features of the project upon the completion of the archeological field work, before any laboratory analysis and report writing has been completed. Timely decision making will minimize the delay and cost for additional project management.

Schedule:

We anticipate that the following tasks can be completed in the following times:

- Provide 2 alignment/profile concepts for review: 4 weeks after Notice to Proceed
- Meet with County to select geometric features: As soon as County Staff is available
- Provide geometric drawings for County/MLPP review 3 weeks after geometric selection
- Meet with County & MLPP to receive comments As soon as may be scheduled
- Finalize geometric concept drawings 3 weeks after review meeting

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

MBSST Moss Landing Amendment #3

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- Provide structure Advance Planning Studies for review 4 weeks after geometric concurrence
- Provide estimates of environmental impacts to LSA 2 weeks after APS concurrence

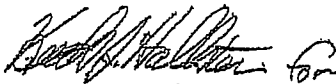
LSA Associates has advised that it will take approximately 8 months to complete the additional cultural resources studies. However, the Phase 2 work can begin before cultural resource report writing has been completed. To minimize the delay in the overall project schedule, we recommend that the County negotiate the Phase 2 budget and issue a Notice to Proceed (NTP) with Phase 2 work as soon as cultural resources field work has been completed and preliminary results can be informally reported. We anticipate that the Phase 2 work to complete the environmental documentation can be completed in approximately 15 months after such NTP, while the remainder of the Phase 1 work is completed simultaneously.

We recommend that the term of the contract be extended through December 30, 2013 so that we can provide any assistance that the County may need during project bidding.

If you require additional information regarding this request, please do not hesitate to contact me at (916) 440-9519 (desk) or (916) 212-7032 (cell) or Keith Hallsten at (916) 440-9522 (desk) or (916) 532-1481 (cell).

Sincerely,

WOOD RODGERS, INC.



Ali A. Hemmati, P.E.
Project Manager

cc: Keith J. Hallsten, Project Engineer, Wood Rodgers
Joey Sellers, Contract Administrator, Wood Rodgers

8091.010, 052

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

LSA

LSA ASSOCIATES, INC.
1998 SANTA BARBARA STREET, SUITE 120 805.782.0745 TEL
SAN LUIS OBISPO, CALIFORNIA 93401 805.782.0796 FAX

BERKELEY
CARLSBAD
COLMA

FORT COLLINS
IRVINE
PALM SPRINGS

POINT RICHMOND
RIVERSIDE
ROCKLIN

June 22, 2011

Keith Hallsten, P.E.,
Senior Civil Engineer, Transportation
Wood Rodgers, Inc.
3301 C Street, Bldg. 100-B
Sacramento, CA 95816

Subject: Monterey Bay Sanctuary Scenic Trail –Scope of Work and Budget for Assessing an Alternative Trail Alignment north of the Moss Landing Power Plant (Station 86) to the North Side of the Knoll (Station 93)

Dear Keith,

Pursuant to your request, based on recent discussions with the County of Monterey, LSA is pleased to provide you with a scope and budget for Phase I of revising technical studies and preparing the environmental documentation to include an alternative trail alignment (Alternative Alignment) for the Moss Landing segment of the Monterey Bay Sanctuary Scenic Trail (MBSST). It is LSA's understanding that the County would like to assess the impacts of the Alternative Alignment for the portion of the proposed Moss Landing Segment that begins approximately Station 83 and ends just beyond the north tip of cultural resource sensitive "knoll" area, at approximately Station 93, in two phases. The first phase of the environmental work would include cultural field work and reporting. The second phase of the environmental work would include any necessary cultural laboratory analysis; botanical, tree, and wetland surveys; completing the biological resources field work as necessary; agency coordination and reporting; revising all remaining technical reports; and completing the necessary environmental documentation.

LSA's approved scope of work and budget (March 12, 2008) anticipated that the CEQA documentation for the proposed Moss Landing Segment of the MBSST would be an Initial Study/Mitigated Negative Declaration (IS/MND) and the NEPA documentation would be a Categorical Exclusion (CE). The existing scope of work specified that a higher level of environmental documentation would be required if any significant impacts were identified as part of the technical assessments.

Based on the results of the technical analyses completed, it is LSA's opinion that the appropriate type of document for CEQA clearance would remain an IS/MND. The technical studies concluded that all impacts associated with the proposed project could be mitigated to a level that is less than significant, including cultural impacts associated with development at the knoll area of the trail alignment.

However, due to the controversy surrounding disturbance of the knoll area, it is possible that the NEPA clearance for either the current trail alignment or the Alternative Alignment could be elevated to an Environmental Assessment (EA). The appropriate level of environmental documentation will not be known until conceptual design work has been completed for the Alternative Alignment and the environmental technical assessments have been completed.

Below is LSA's proposed Phase I scope of work and budget estimate for the cultural field work and reporting portion of the Alternative Alignment analysis.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

LSA ASSOCIATES, INC.

ENVIRONMENTAL TECHNICAL REPORTS AND ENVIRONMENTAL DOCUMENT SCOPE OF WORK AND BUDGET

Preparation of technical studies listed below could require an Encroachment Permit from Caltrans in order to access the Alternative Alignment. If necessary, LSA's environmental planner will prepare a Standard Encroachment Permit Application for Caltrans review and approval. LSA will submit the permit application form, with any required fees, and coordinate with Caltrans for permit approval prior to commencing field work.

Cultural Technical Field Work and Reporting

The Area of Potential Effect (APE) for the Monterey Bay Sanctuary Scenic Trail (MBSST), Moss Landing Segment 6 Project, Moss Landing, Monterey County, California, has been expanded and an Alternative Alignment is proposed west of the Moss Landing Power Plant (MLPP) pipeline and CA-MNT-229. LSA Associates, Inc. (LSA) proposes to conduct testing and evaluation for the Alternative Alignment, update previous reports with the new project and APE description, update previous reports with maps and figures, and incorporate the new data into the Draft Archaeological Evaluation Report for CA-MNT-229. These studies are needed for the County of Monterey, Department of Public Works (County), and Caltrans to comply with the *Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance With Section 106 of the National Historic Preservation Act (2004)*. Caltrans is the lead agency for Section 106 compliance.

Caltrans will not require an additional records search for the expanded APE and Alternative Alignment. However, consultation with interested Native American representatives will need to continue during this expanded effort.

The following documents will be revised to incorporate the new project description and expanded APE, including revisions to the maps:

- Historic Property Survey Report
- Archaeological Survey Report
- Historical Resources Evaluation Report (CA-MNT-2051H)
- Archaeological Evaluation Report (CA-MNT-229)
- California Department of Parks and Recreation form DPR 523 records for CA-MNT-229 and CA-MNT-2051H
- Environmentally Sensitive Area Plan

All reports will be submitted to the Northwest Information Center (NWIC) in fulfillment of a requirement to access their archives.

- Area of Potential Effects (APE) Map/Graphics
 - o LSA will update all maps and figures for the five reports listed above to Caltrans standards.

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

LSA ASSOCIATES, INC.

- **Archaeological Evaluation of CA-MNT-229**
 - The AER will be updated in response to the new project description and expanded APE.
 - LSA will excavate auger units in the Alternative Alignment within the MLPP fenced property to determine the presence/absence of archaeological deposits that may be associated with CA-MNT-229.
 - LSA will analyze cultural materials identified within the auger units and incorporate these materials in the existing catalog.
 - LSA will update the Archaeological Evaluation Report (AER) to document the methods for determining if archaeological deposits are present in the expanded APE and whether the deposit contributes to the National Register eligibility of CA-MNT-229.
 - LSA will update the California Department of Parks and Recreation form DPR 523 records for CA-MNT-229.
 - As required by Caltrans, up to two Native American representatives will be retained by LSA to be present during the fieldwork.

Project Specifications

- The level of effort described in this scope is contingent on Caltrans agreeing with LSA's argument that archaeological testing is not required for the Alternative Alignment west of the pipeline due to low sensitivity. The shoreline's low sensitivity is based on previous work by Greenwood (1974) and the topographic characteristics of the area.
- Caltrans will not require testing outside the Alternative Alignment within the expanded APE within the MLPP fenced property.
- LSA assumes that the expanded APE within the MLPP fenced property (where LSA proposed to excavate auger units) will not require a more intensive excavation effort. If results from LSA's proposed auger units indicate otherwise, a larger field effort, with up to two 1x1 meter units, will need to be excavated, *in addition to* the auger units.
- For budgeting purposes, LSA assumes that cultural materials will not be identified within the Alternative Alignment and, therefore, Special Studies will not need to be conducted, including laboratory analysis and cataloging. If cultural materials are identified within the Alternative Alignment, the budget for this task would need to be increased by approximately \$13,000.
- **Historic Property Survey Report (HPSR) & Archaeological Survey Report (ASR)**
 - The HPSR will be updated to summarize the results of all identification and evaluation efforts completed thus far, including the field investigations proposed in this scope of work. The HPSR is the cover report for the ASR, Archaeological Evaluation Report, and the Historical Resources Evaluation Report.
 - LSA will update the records search results section to document the inclusion of the area contained in the expanded APE.
 - The ASR will be updated in response to the new project description and expanded APE.
 - LSA will conduct a pedestrian survey of the expanded APE.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

LSA ASSOCIATES, INC.

- **Historical Resources Evaluation Report (HRER)**
 - The HRER will be updated in response to the new project description and expanded APE, and the records search information will be revised as to how it relates to CA-MNT-2051H.
 - LSA will update the California Department of Parks and Recreation form DPR 523 records for CA-MNT-2051H.
- **Special Studies (if necessary):** *The following tasks will be done (if evidence of CA-MNT-229 is identified within expanded APE):*
 - Radiocarbon Dating
 - Obsidian Hydration
 - Flora & Fauna Analysis

Special studies of the cultural materials associated with CA-MNT-229 will be needed to evaluate whether they contribute to the site's National Register eligibility.

- **Native American Consultation**
 - LSA will continue to consult with the local Native American representatives regarding potential effects of the Alternative Alignment. LSA will provide the local Native American representatives with information regarding CA-MNT-229 in the expanded APE.
 - LSA will attend up to three meetings with the local Native American representatives and the designated Most Likely Descendant to coordinate the reburial of previously identified human remains.
 - Up to two Native American representatives will be retained by LSA to be present during all fieldwork.
- **Environmentally Sensitive Area (ESA) Plan**
 - The ESA will be updated with project and expanded APE descriptions.
- **Curation**
 - Coordinate with University of California, Santa Cruz, Monterey Bay Archaeology Archives
 - Prepare collection for curation

Budget: \$35,500.

Schedule: 8 months

Project Management and Meetings (Phase 1)

LSA's Project Manager will be responsible for overseeing and coordinating all technical field work for the Alternative Alignment. LSA's Project Manager will also be responsible for routine monthly project administration. It is anticipated that the Phase I of the technical work will take approximately 8 months.

Budget: \$5,500

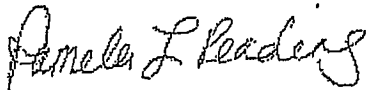
Total Budget for Phase 1: \$41,000.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

LSA ASSOCIATES, INC.

If you have any questions about the proposed scope of work and budget for Phase I of the environmental analysis of the Alternative Alignment, please do not hesitate to contact me.

Regards,

A handwritten signature in cursive script that reads "Pamela L. Reading".

Pam Reading, Senior Planner



COUNTY OF MONTEREY PURCHASE ORDER

ORDER DATE 09-16-2011

SC 3000 0000007909

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

BLT O
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
				PURCH DESC: A-11286 WITH WOOD RODGERS, INC. TO PROVIDE ENVIRONMENTAL DOCUMENTATION & PLANS, SPECIFICATIONS, & ENGINEER'S ESTIMATE FOR THE MONTEREY BAY SANCTUARY SCENIC 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. *****CHANGE ORDER***** PER AMENDMENT NO.1 INCREASE PO AMOUNT BY \$15,700 FOR A TOTAL AMOUNT NOT TO EXCEED \$1,004,596.04 FOR ADDITIONAL ENVIRONMENTAL DOCUMENTATION AND PLANS. *****CHANGE ORDER***** PER AMENDMENT NO.2 TO PROVIDE ENVIRONMENTAL DOCUMENTATION & PLANS, SPECIFICATIONS, & ENGINEERS ESTIMATE FOR THE MONTEREY BAY SANCTUARY SCENIC TRAIL, MOSS LANDING SEGMENT. ALL SERVICES SHALL BE PROVIDED IN ACCORDANCE, WITH TERMS, CONDITIONS, AND EXHIBITS OF THE APPROVED COUNTY OF MONTEREY AGREEMENT. TOTAL AGREEMENT AMOUNT NOT TO EXCEED \$1,203,955.79. *****CHANGE ORDER***** PER AMENDMENT NO.3 TO INCLUDE TO FIRST PHASE OF WORK (PHASE 1) ASSOCIATED WITH THE DEVELOPMENT OF AN ALTERNATIVE ALIGNMENT AND TO EXTEND THE TERM TO 12/31/2013, IN THE AMOUNT OF \$100,200 FOR A TOTAL AMOUNT NOT TO EXCEED \$1,304,155.79.			
1	0.0		91299	THIS PO IS A CONTINUATION OF SC0000000187 & SC0000001440. AND IS VALID FROM THE PERIOD OF 07/01/2011 TO 06/30/2012.	.00	.00	364,439.96

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

ORDER TOTAL

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/termtnts_conditions.htm

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

COUNTY BUYER INFORMATION

Jaime Ayala
EMAIL: ayala@co.monterey.ca.us

TELEPHONE (831)755-4508 x1538

AUTHORIZED BY COUNTY OF MONTEREY
DEPUTIZED PURCHASING AGENT



PRINT DATE: 09/16/11

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



COUNTY OF MONTEREY PURCHASE ORDER

ORDER DATE 09-16-2011

SC 3000 0000001193

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 93001

VENDOR NUMBER: CV000001969

DELIVERY DATE:

F.O.B.:

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
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COMM LINE DESC: Env Consulting

MSDS: Not Required

692	-	3000	-	3135	-	6363	-	7651	-	8666	-	364439.96
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THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

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ORDER TOTAL 364,439.96

TAX EXEMPTION INFORMATION:
FEDERAL EXCISE TAX EXEMPTION NUMBER 0A-6090524

COUNTY BUYER INFORMATION

Jaime Ayala
EMAIL: ayalaj@co.monterey.ca.us

TELEPHONE: (831)755-1900 x0906

AUTHORIZED BY COUNTY OF MONTEREY
DEPUTIZED PURCHASING AGENT



PRINT DATE: 09/16/11

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