

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

THIS AMENDMENT NO. 6 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County"), and LSA Associates, 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 January 4, 2007 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on October 6, 2008 (hereinafter, "Amendment No. 1"), November 5, 2009 (hereinafter, "Amendment No. 2"), May 3, 2010 (hereinafter, "Amendment No. 3"), April 5, 2011 (hereinafter, "Amendment No. 4"), and June 27, 2013 (hereinafter, "Amendment No. 5"); and

WHEREAS, environmental services for the Davis Road Bridge Replacement and Road Widening Project (hereinafter, "Project") have not been completed; and

WHEREAS, the reason for delays to the Project have been resolved; and

WHEREAS, the CONTRACTOR has provided a revised scope of work to allow for updates to previously completed tasks and include new tasks to meet the current required environmental documentation required by the Department of Transportation (hereinafter, "Caltrans") for completion of the Project; and

WHEREAS, the CONTRACTOR's revised scope of work includes an update to the billing rates for the Project effective the execution date of this Amendment No. 6; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$413,870, revise the scope of work to meet the current required environmental documentation, and update the CONTRACTOR's billing rates to continue to provide tasks indentified in the Agreement and as amended by this Amendment No. 6.

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

1. Amend the first sentence of 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 and A-2** in conformity with the terms of this Agreement.

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 and A-2**, 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 \$ 830,795.

3. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-2, Scope of Services/Payment Provisions" (effective the execution date of Amendment No. 6 to this Agreement).

4. All other terms and conditions of the Agreement remain unchanged and in full force.

5. This Amendment No. 6 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 6 to the Agreement as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: *Nehra Buefel*
Contracts/Purchasing Officer
Deputy Purchasing Agent
County of Monterey

LSA Associates, Inc.
Contractor's Business Name

Date: 3/7/14

By: *Les Card*
(Signature of Chair, President or Vice President)

Its: Les Card, Chairman
(Print Name and Title)

Date: 1/14/14

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

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

By: *Cynthia L. Olson*
Deputy County Counsel

Its: Robert H. McCann, President/CFO
(Print Name and Title)

Date: 1-17-14

Date: 1/14/14

Approved as to Fiscal Provisions

By: *[Signature]*
Auditor/Controller

Date: 1/5/14

Approved as to Indemnity and Insurance Provisions
COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

By: *[Signature]*
Risk Management

Date: 1-21-14

*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.

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REVISED ENVIRONMENTAL SERVICES WORK PROGRAM FOR DAVIS ROAD BRIDGE REPLACEMENT AND ROAD WIDENING PROJECT

The following provides a revised work program for the required environmental documentation for the Davis Road Bridge Replacement and Road Widening project. Field surveys, data collection and technical studies were conducted in 2009/2010 for a prior bridge widening design. An alternative bridge design has been developed which accomplishes the necessary hydrologic clearance for flood protection and therefore the environmental studies conducted previously require revision and updating. The previous scope of work (June 2006) is updated below to reflect current regulatory requirements for environmental technical studies and to update the necessary field reviews, data collection and analyses, as well as for studies not yet conducted that require modified methods and/or additional analyses. Modifications to the 2006 scope of work are shown in Track Changes.

The tasks identified below outline the work program proposed by LSA Associates, Inc. (LSA) for environmental clearance of the project under both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). The level of effort is based on preparation of an Environmental Impact Report (EIR) for CEQA and an Environmental Assessment (EA) for NEPA, in the form of a combined EIR/EA document, with a schedule of up to two years to complete the environmental process for the project. All documentation will be prepared pursuant to the Caltrans Project Development Procedures and Workflow Tasks Manuals (including the Project Report Guidelines), the Caltrans Standard Environmental Reference Web page, and the County of Monterey's (County) guidelines for implementing CEQA.

The revised work effort is separated into tasks required for the Federal Highway Bridge Rehabilitation and Repair (HBRR) funded portion of the project and tasks required for the locally funded portion of the project.

The HBRR tasks have been scoped to address the technical study requirements specified in the California Department of Transportation (Caltrans) letter to the County dated September 19, 2005, (included as Attachment A of Exhibit A to this agreement), as updated by the current Caltrans guidance documents for preparation of environmental documentation referenced above. An approved Preliminary Environmental Study (PES) form was provided with the letter and a subsequent PES form was prepared in April 2013 by Caltrans (see Attachment A, Exhibit A-2). The costs shown on the attached budget spreadsheet are also separated into costs for the HBRR portion of the project and costs for the locally funded portion. For some technical disciplines separate studies are required for the HBRR and the locally funded portions of the project. For other technical disciplines one technical study covers both the HBRR funded portion and the locally funded portion of the project. However, studies that cover both portions of the project will have separate chapters or sections for the HBRR funded portion of the project and the locally funded portion.

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HBRR FUNDED TASKS

Task 1: Project Re-Initiation

LSA conducted project initiation tasks in 2009 for analysis of the prior preferred bridge design alternative. As discussed above, a hydraulically superior bridge design has been developed since the project initiation and environmental studies commenced and project re-initiation tasks will be required due to the passage of time. Included with project re-initiation is the review and revision of the environmental work plan herein to reflect current regulatory requirements and Caltrans procedures for environmental documentation as well as updated literature and field reviews.

The County staff held a Field Review meeting with Caltrans Local Assistance staff on April 22, 2013 to review the new preferred build alternative, and to address the issues and impacts of the HBRR funded bridge portion of the project as well as the locally-funded roadway widening portion. During the Field Review, the County and Caltrans discussed the project schedule for the HBRR portion of the project funding and necessary data and information for the environmental analyses. This revised work plan is based on the updated Area of Potential Effects (APE) established for the revised build alternative as well as the expansion of the federally-funded project study area to include the full length of the proposed road widening from Reservation Road to W. Blanco Road. Caltrans Local Assistance staff also determined that the applicable NEPA document for the project is an EA rather than a Categorical Exclusion (CE) as previously planned; therefore, the work plan has been amended to prepare an EIR/EA document for environmental clearance.

Items needed for this task (to be provided by the County) include the following information for the updated build alternative:

1. Limits of work, including staging areas, temporary and permanent easements, borrow and disposal sites, detours, and all areas to be disturbed by the project. These items should be provided as digital files in AutoCAD 2012 or earlier, Microstation 8 or earlier, ESRI shapefile format, ESRI geodatabase, or ESRI interchange format.
2. Project plans (digital files) suitable for use as a basis for analysis of impacts from the revised build alternative. These plans must clearly show the existing and proposed right-of-way and the proposed project improvements.
3. The County will make all necessary arrangements for access to the site for revised field surveys, including contacting landowners, obtaining keys, and providing letters of introduction.
4. The County will provide the most current traffic data needed to prepare the Air Quality Analysis, Greenhouse Gas Analysis, Noise Analysis, and the Draft EIR/EA.

Task 2: Project Management and Meetings

This task covers project management and meetings for up to two years from the receipt of the revised project design plans and other necessary data from the project engineer and the County. The cost of this task is divided evenly between the HBRR-funded portion of the project and the locally funded portion.

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LSA will attend up to seven meetings, including the Field Review meeting with Caltrans and the County, up to four progress meetings, one Planning Commission meeting, and one Board of Supervisors hearing for approval of the Final EIR/EA. LSA will provide schedule input to the project engineer for the environmental studies tasks. The Notice of Preparation (NOP) scoping meeting is covered by Task 5.4; the Public Scoping Meeting is covered by Tasks 4.3 and 5.4, and the Public Hearing/Meeting for the NEPA process is covered in Task 4.8.

Task 3: Technical Reports

LSA will prepare the required technical reports for the project, including revisions to the studies prepared for the prior build alternative. The technical reports will provide support for the EIR/EA. This scope and budget are based on two rounds of County and Caltrans review of the draft technical studies. The first round of review is for major comments and the second round of review is for minor cleanup comments and assumes no new comments requiring substantial research and revisions. If the concept plans for the project are revised substantively after the analysis for the draft technical studies is complete, new analysis based on the revised plans may be required and the scope and budget may need to be modified accordingly.

The technical studies will evaluate the potential environmental impact of the new Preferred Build alternative, a two-lane road widening alternative that will fit within the right of way of the four-lane Preferred Build Alternative and the No Build Alternative.

Task 3.1: Biology - Natural Environment Study and Biological Assessment

Issues. The proposed Davis Road Bridge Replacement and Road Widening site is located in the floodplain of the Salinas River just southwest of the City of Salinas. The floodplain of the river in this area supports high-quality willow-cottonwood riparian woodland, and a number of special-status species are potentially present in the area. In addition, jurisdictional waters (and possibly wetlands) associated with the river floodplain are present within the project site.

The primary special-status species issues at the Davis Road Bridge Replacement and Road Widening site are the potential impacts on the Central California Coast Evolutionary Significant Unit (ESU) of the steelhead (*Oncorhynchus mykiss*) and the California red-legged frog (CRF) (*Rana draytonii*). Some of the other special-status species that may occur on site (if suitable habitat is present) are Pacific pond turtle (*Actinemys marmorata*), California legless lizard (*Anniella pluchra*), two-striped garter snake (*Thamnophis hammondi*), yellow warbler (*Setophaga petechia*), and yellow-breasted chat (*Icteria virens*). In addition, several species of swallows could use the existing bridge for nesting. Previous field survey of the site (conducted by LSA in 1998 for a Natural Environment Study (NES) addressing a seismic retrofit of the existing Davis Road Bridge and during 2006, 2008, and 2009 for an NES addressing a new replacement bridge) determined that no habitat for special-status plants was present within the Biological Study Area (BSA). These field surveys also documented that suitable bat roosting habitat was not present under the existing bridge.

Watercourses and seasonal wetlands are potentially subject to the jurisdiction of the U.S. Army Corps of Engineers (Corps) under the Clean Water Act (CWA). The Salinas River is a jurisdictional water

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

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of the U.S. and the State. Bridge demolition and construction activities that result in fill of jurisdictional waters, including wetlands, would require a permit from the Corps and the Regional Water Quality Control Board (RWQCB) prior to initiation of construction activities, and mitigation would probably be required. Additionally, the California Department of Fish and Wildlife (CDFW) has authority over work in stream channels under Section 1602 of the state Fish and Game Code. The CDFW will probably require mitigation for any impacts to the river, including the adjacent riparian vegetation and any special-status species.

Literature Review and Agency Contacts. Before initiating the field survey update, LSA biologists will conduct an updated review of: (1) the California Natural Diversity Data Base (CNDDDB) to identify the occurrence of special-status species and sensitive habitats on and in the vicinity of the site, (2) previous reports documenting the results of surveys for special-status plants and animals, and (3) other documents that address biological or wetland resources issues on-site or in the vicinity (to be provided by the County). LSA will review any updates to the County's regulations applicable to significant trees in the area. LSA will also contact the CDFW, National Oceanic and Atmospheric Administration (NOAA) Fisheries, and the U.S. Fish and Wildlife Service (USFWS) regarding biological resource issues on-site and to request a list of special-status species that may occur in the project vicinity. From these sources LSA will update our list of sensitive habitats and special-status species that could occur on-site if necessary.

As noted above, LSA recommends that the County schedule an early coordination meeting with the resource agencies (i.e., Corps, CDFW and RWQCB), Caltrans, LSA, and the consultant engineer. The meeting should be scheduled following completion of type selection for the replacement bridge. The purpose of the meeting is to avoid delays in the project schedule due to unanticipated agency requirements. The meeting should be held at the project site, if possible. LSA will assist County staff in coordinating this meeting.

Field Surveys. An LSA wildlife biologist and wetland specialist will conduct a site visit to update previously conducted field surveys:

1. The vegetation map for the BSA will be updated if necessary. Also, the assessment of potential habitat for all special-status species addressed in the draft NES will be updated if necessary.
2. Update the site assessment for CRF following USFWS guidelines. This site assessment will determine whether (1) any further study is required for CRF; (2) protocol surveys should be conducted; or (3) presence should be inferred per Caltrans/Federal Highway Administration (FHWA) guidance on inferred presence.
3. Update the assessment of existing habitat for steelhead within the BSA. Based on existing information, LSA will infer presence of steelhead in the river at the project site; however, LSA will update the previous assessment of availability and quality of spawning habitat, rearing habitat for juvenile fish, and pools for adult fish. A qualified biologist with experience in assessing anadromous fish habitat will conduct the re-assessment.
4. Update the formal delineation of waters of the U.S., including wetlands, within the BSA using standard Corps methods. Areas subject to jurisdiction under Section 404 of the CWA will be mapped and described in detail suitable for verification by the Corps. LSA will also map and describe areas subject to jurisdiction by the RWQCB and CDFW.

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NES Report. LSA will update the draft NES (completed in 2010) following current Caltrans guidelines. Data recorded during the field survey update will provide the foundation for the updated NES. The updated NES will describe: (1) vegetation and wildlife habitats within the project area; (2) sensitive habitats and special-status plant and animal species present or potentially present on-site; (3) special wildlife features, such as raptor nests; and (4) wetlands and aquatic habitats. All scientific names of species used in the NES will be updated to reflect current usage. Vegetation types, sensitive habitats, observations of special-status species, and special wildlife features will be illustrated on maps of the site.

The NES will include a Bio-Acoustic Analysis if pile driving is determined necessary as part of construction of the widened bridge. An analysis of potential effects of pile driving to fish in the Salinas River will be conducted based on the type of construction techniques proposed for the Davis Road Bridge Replacement and Road Widening Project. LSA will review existing information available from the Caltrans website (http://www.dot.ca.gov/hq/env/bio/fisheries_bioacoustics.html). The background review will include review of proposed techniques for pile-driving and associated noise levels. The analysis will follow the guidelines provided in Caltrans' manual: *Technical Guidance for Assessment and Mitigation of Hydroacoustic Effects of Pile Driving on Fish*. LSA's analysis will utilize noise data and formulas provided in the guidance manual.

The NES will also include the updated Wetlands Study. The Wetlands Study will include a jurisdictional wetland delineation with a map that shows the wetlands and other waters subject to the jurisdiction of the Corps, RWQCB, and CDFW. A CRF Site Assessment report will be prepared and attached to the NES. The NES will also include a discussion of required permits (Corps, RWQCB, and CDFW). In addition, the report will discuss potential project-related impacts on the biological resources on and adjacent to the site, including sensitive habitat, critical habitat, and special-status plant and animal species. Both short-term and long-term impacts from the project will be assessed, and mitigation measures will be proposed. The applicability of the FHWA/USFWS Programmatic Biological Opinion will be discussed. In anticipation of a Section 7 consultation under the Federal Endangered Species Act (FESA), a BA will be prepared to address potential impacts to federally listed species (i.e., steelhead and CRF) (refer to BA subtask below). The NES will evaluate the impacts of two bridge design alternatives and will propose mitigation measures as necessary for each alternative.

The updated NES report and Wetlands Study will quantify impacts based upon the project plans, but will not discuss the significance of impacts (the discussion of significance of impacts would occur in the CBQA and NEPA documents). These reports will follow guidelines and formats set forth in the Caltrans Standard Environmental Reference (SER).

Biological Assessment. If formal consultation under Section 7 of the Federal Endangered Species Act is required with National Marine Fisheries Service (NMFS)/USFWS, LSA will prepare a BA addressing federally listed species known from the project vicinity. The BA will also address Critical Habitat, and Essential Fish Habitat. The BA will quantify impacts based upon the project plans and suggest conservation measures to avoidance and minimize impacts to federally listed species. Critical Habitat, and Essential Fish Habitat. The BA will follow guidelines and formats set forth in the Caltrans SER.

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Consultation with Regulatory Agencies. The potential presence of federally listed species (steelhead and CRF) within the project area may require some form of consultation with the USFWS and/or NOAA Fisheries/NMFS. Based on our review of existing conditions, and the status of the above-listed species at the proposed bridge and road widening site, it appears that issues relating to these two species can be addressed through informal consultation. The FHWA/USFWS Programmatic Biological Opinion for CRF may be applicable and would streamline consultation for CRF. LSA will work with the County and Caltrans to initiate informal consultation with the USFWS and NMFS, probably after completion of initial field surveys. This task includes preparing a draft BA, addressing Essential Fish Habitat (EFH) issues, and discussing potential mitigation measures to minimize impacts on listed species. It also includes one meeting with the County and one site visit with the County and the two agencies.

Corps Verification of Jurisdictional Wetland Delineation. An LSA wetland specialist will schedule and attend a site visit with the Corps to verify the jurisdictional wetland delineation. After the site visit, LSA will revise the wetland delineation map in response to comments from the Corps and submit it to the Corps for formal approval.

Meetings. An LSA principal biologist and a senior LSA biologist will attend two meetings as part of this task: a project kick-off meeting with the County and an early coordination meeting with the County and the resource agencies (see above).

Optional Biological Subtasks

The scope of work for the following optional subtasks has been updated. Optional tasks will be performed at the request of the County (and depending upon the results of the tasks described above).

Protocol-Level Surveys for CRF. If CRF are not found within the project area during the field survey update, but suitable habitat is present, then a protocol-level survey will be conducted during the period of February 25 to September 30. The survey will follow the current USFWS protocol and will consist of two daytime and four nighttime surveys of the project area during the breeding season (February 25–April 30) and one daytime survey and one nighttime survey during the nonbreeding season (July 1–September 30). As required in the protocol, one of the nonbreeding season surveys will be conducted prior to August 15. The current protocol specifies that daytime and nighttime surveys may be conducted during the same 24-hour period, to ensure that the surveys will be completed in five site visits: three consisting of one daytime and one nighttime survey and two consisting of just nighttime surveys. The five-site visits will be conducted at intervals at least seven days apart. The surveys will be conducted by a wildlife biologist experienced in CRF survey techniques. The methods and results of the surveys will be incorporated into a separate report, following USFWS guidelines, for submittal to the USFWS (the report will also be appended to the NES). Alternatively, if there is a strong likelihood that CRF are present, LSA may recommend application of Caltrans/FHWA guidance on inferred presence as a more cost-effective approach than conducting protocol surveys.

Rare Plant Surveys. Based on field surveys conducted in 2006, 2008, and 2009, LSA determined that suitable habitat for the rare plant species known from the project vicinity is not present in the BSA. No new rare plant surveys will be required.

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Bat Surveys. Based on field surveys conducted in 2006, 2008, and 2009 LSA determined that suitable roosting habitat for bats is not present under the existing bridge. Therefore, no bat surveys will be required.

Tree Measurement Surveys. The results of the County's 2010 tree measurement survey will be included in the NES prepared for the project.

Formal Section 7 Consultation. If it is determined through the informal consultation that formal consultation is required, then LSA would require a contract augment to revise and finalize the BA and to complete the formal consultation process, working with the County and Caltrans. The budget for this task would depend on the number of species to be addressed and the complexity of documentation that is required by the two agencies.

Schedule

Upon receipt of a Notice to Proceed, LSA will start work on the Davis Road Bridge Replacement and Road Widening project based on the following general schedule (indicating the number of weeks to complete the task after project initiation).

NES: Field Surveys and Report Preparation	Weeks from Notice to Proceed
Literature review, agency contacts, and field preps	2 weeks
Initial site visit	2 weeks
Wetland delineation	3 weeks
California red-legged frog site assessment	7 weeks
Draft NES Report	8 weeks

NES: Optional Surveys	Schedule
California Red-legged Frog Protocol Surveys	Feb-April and July – Sept 2014

Consultation with Regulatory Agencies	Duration
Initiate informal consultation with USFWS and NMFS Fisheries	7 weeks
Draft Biological Assessment	12 weeks

Client Responsibilities

- The County will provide update CAD files for: 1) the preferred project alternative including all construction access roads, staging areas, and other project activities that could cause temporary impacts and 2) locations and measurements of the trees identified in the 2010 tree survey.

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Assumptions

- This scope does not include obtaining permits from the regulatory agencies. LSA has the expertise and experience to assist the County with permitting tasks under a separate scope and budget, if requested.
- No additional meetings will be required of the biologists (other than the three meetings and one agency site visit noted above). All other coordination will take place via phone or email. If additional meetings are required, LSA will attempt to combine them with scheduled field work in order to minimize costs to the County. Alternatively, additional meetings can be billed on a time-and-materials basis, upon approval by the County.

Task 3.2: Cultural Resources

The following tasks must be redone in order to prepare an Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR), and, if needed, a Historical Resources Evaluation Report (HRER).

Records Search

As more than a year has passed since the original records search was performed, a supplementary records search will be conducted through the Northwest Information Center at Sonoma State University. It will include a review of all recorded historic and prehistoric archaeological sites as well as a review of known cultural resource survey and excavation reports within the project area and a one-mile radius. In addition, LSA will examine the National Register, California Register of Historical Resources, California Historical Landmarks, and California Points of Historical Interest. The Historic Properties Directory will be inspected for the project location. The objective of this archival research will be: (1) to identify any previously recorded archaeological sites, (2) to establish the status and extent of previous surveys in the project area, and (3) to note what types of resources might be expected to occur within the proposed project area.

Native American Consultation

As more than a year has passed since LSA's contact with the Native American Heritage Commission (NAHC), a sacred lands file search will be requested from the NAHC. The NAHC will then inform LSA via letter of any sacred sites or traditional cultural properties within the project location. The NAHC response will contain a list of local Native Americans who should be consulted for concerns or information regarding cultural resources that might be affected by the project. These groups and individuals may know of significant areas that have not been recorded by the NAHC. LSA will contact these individuals/groups via letter, and if no response is received within two weeks, LSA will attempt to contact them via telephone. If no response is received from the telephone call, LSA will assume the individual/group does not have information to contribute to this project.

APE Map

Some adjustments to the impact area for the new Preferred Alternative design will necessitate adjustments to the 2009 APE Map. In addition, the County has determined that the entire project should be covered under NEPA, therefore, the APE will be expanded to include the road and bridge widening project from Reservation Road to W. Blanco Road. LSA will update the APE map per the

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on-line Caltrans SER using project geometrics provided electronically by the engineers. LSA will coordinate with the County and Caltrans to determine an appropriate direct APE and an indirect APE. The direct APE contains all areas subject to ground disturbance and defines the archaeological survey area. The indirect APE delineates areas that may be affected visually or by construction noise and vibration and defines the historic architectural survey area. LSA will also obtain the opinion of an experienced geo-archaeologist on the archaeological sensitivity within the APE. The revised APE map will be submitted to Caltrans for approval and signatures. The APE will be the designated survey area for the project.

Field Surveys

Archaeology. The archaeological survey will be conducted by a qualified archaeologist. If resources are identified, additional budget will be required for their documentation and assessment of their significance.

Architecture. An architectural survey will be conducted by a qualified architectural historian.

Additional Research of Archaeological Sites

LSA will address additional cultural resources research requirements presented in the May 16, 2013, comment letter from Caltrans District 5 archaeologist Kimberly Wooten to Caltrans Environmental Office Chief Anmarie Medin. Specifically, Ms. Wooten's comments pertain to LSA's July 7, 2011, memorandum documenting research conducted for historical archaeological sites P-27-03057 (CA-MNT-2281-H) and P-27-003058 (CA-MNT-2282-E). Ms. Wooten requests this additional research to document the use of CA-MNT-2281-H during the 1800s and to clarify the results of historical map research presented in the July 7, 2011, memorandum.

The following tasks will be done:

LSA Architectural historian Michael Hibma will conduct research at the Colton Hall Museum, Monterey; Monterey County Historical Society, Salinas; Monterey County Agricultural and Rural Life Museum, Salinas; National Steinbeck Center, Salinas; and the Monterey Public Library, Monterey. This research can begin as soon as LSA receives Notice to Proceed. This research will supplement research previously conducted and will seek to document the use of CA-MNT-2281-H during the 1800s.

LSA's July 7, 2011, memorandum will be updated with the results of the additional research and map review. (The research will also be included in the HRER). If Caltrans requires further research, an additional budget augment will be necessary.

Reports

The HPSR and the ASR will be prepared in accordance with the on-line Caltrans SER. Should any cultural resource be present, a budget augment will be necessary. The HPSR will be submitted to the Northwest Information Center of the California Historical Resources Information System in fulfillment of an agreement for access to its archives.

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Archaeological Survey Report (ASR). The ASR will present a project description, a background with the prehistory, ethnography, and history of the APE, and the results of the records search, Native American and historical society consultation, and archaeological survey.

Historic Property Survey Report (HPSR). The HPSR will include a project location map, a project vicinity map, the APE map, a project description, a summary of identification efforts, and documentation of public participation. The ASR will be included as an appendix to the HPSR. If resources are identified in the APE, additional budget may be required.

Historical Resources Evaluation Report (HRER). LSA will prepare an HRER that contains the results of (1) a background research memorandum pertaining to two historic-period archaeological sites in the APE that was submitted to Caltrans for review in October 2011; Caltrans will have a historical archaeologist review the memorandum and provide input on the memo's findings that the two sites require no further study; and (2) National Register of Historic Places (National Register) evaluations of two houses adjacent to Davis Road. LSA will attempt to exempt the houses from evaluation using the Caltrans 2004 Programmatic Agreement, however, it is likely that the houses will require evaluation due to the proposed right of way for the preferred alternative. This task was not included in the original 2006 scope of work, and is now included pursuant to discussions with Caltrans' archaeologist.

Extended Phase I Study (XPI Study). LSA's August 27, 2009, letter of potential scope changes indicated that Caltrans may require an XPI presence/absence study to address prehistoric sensitivity in the natural levee that is in the APE adjacent to the Salinas River. LSA has consulted with a geoarchaeologist to determine if the archaeological sensitivity of the APE warrants an XPI study. The Caltrans historical archaeologist who reviewed the memorandum in May 2013 recommended an XPI excavation be conducted at one of the two historic-period archaeological sites. LSA will incorporate that excavation work into the XPI study. LSA will prepare an XPI Proposal (work plan), conduct field work, and prepare a report of findings to Caltrans standards. This task was not included in our original 2006 scope of work and is now included in the proposed budget. We estimate the cost to conduct an XPI Study to be approximately \$50,000.

If potentially National Register eligible prehistoric or historic-period archaeological cultural resources are identified by the XPI Study, a Phase II National Register Evaluation Study would be required. As with the XPI Study, LSA will prepare a proposal (work plan), conduct field work, and prepare a report of findings. If a Phase II Study is required, we estimate the cost to be approximately \$100,000 (this estimate is subject to revision based upon the fieldwork findings.). If National Register evaluations of the houses or archaeological site(s) identify eligible (historic) properties, Caltrans may require preparation of a Findings of Effect that determines whether or not there is an adverse effect to historic properties. If an adverse effect is identified, Caltrans may require the preparation of a Memorandum of Agreement that documents agency agreement as to the means of addressing the adverse effect, and preparation of a Historic Property Treatment Plan that details the means of addressing the adverse effect. If Caltrans requires these additional studies or documents, a budget estimate will be provided.

Response to Comments. The HPSR, with the ASR and the HRER appended, as well as the XPI Study will be submitted to Caltrans and the County for review. LSA anticipates that comments will

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be received on each report. LSA should be able to address each comment and prepare a final report within two weeks of receipt of these comments. Final copies of each report will then be submitted for approval by Caltrans and the County. The approved reports will be submitted to the State Historic Preservation Officer (SHPO) for review.

Task 3.3: Hazardous Waste Initial Site Assessment (ISA)

Earth Systems Pacific, under contract to LSA, will prepare a new ISA and report to provide updated information since the prior ISA was prepared in 2010. Per the guidance contained in Chapter 10, Volume 1 of the Caltrans Standard Environmental Reference, the scope of work will be performed in general accordance with the American Society for Testing and Materials (ASTM) Standard E 1527-05, Standard Practice for Environmental Site Assessments. The following scope of services will be conducted:

Site Reconnaissance: This will include a visual reconnaissance of the project site, noting physical evidence of potential contamination or possible sources of contamination. Adjacent site owners, tenants, or site personnel will be interviewed (if possible) regarding current and past site usage. The site will be photographed to document current conditions. Adjacent site uses will also be observed to evaluate possible impacts to the project.

Site History Investigation: The history of the site will be researched to identify past land use at and near the project related to the storage, production, use or disposal of hazardous materials. If available, persons with knowledge of past site uses will be interviewed. Documents to be reviewed may include the following:

- Aerial photographs
- Topographic maps
- Oil and gas well maps
- Fire insurance maps
- Land title information
- Local street directories
- Zoning/land use records
- Interviews with current and/or former owners, occupants, and operators
- Local government records such as building department files
- Environmental cleanup liens
- Prior assessment reports

Regulatory Agency Record Review: Many regulatory agencies compile information concerning sites that generate, store, use, or have released hazardous materials. This information will be accessed by obtaining a report from a firm that specializes in maintaining a database of this type of information. The search radii for this review will be in general accordance with ASTM E 1527-05 (plus an additional distance to accommodate the project's size, if appropriate). In addition, personnel at local government agencies will be contacted

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for information they may have regarding environmental conditions at the site or in the vicinity.

Report Preparation: A report summarizing the results of the assessment will be prepared and sent to the client. The report will present our findings regarding past land use on and around the site, our opinion regarding the potential for soil or groundwater contamination at the site, and our recommendations for additional assessment of the site (if deemed appropriate). ASTM E 1527-05 requires the identification of gaps in the data used in evaluating the site. Data gaps encountered, and their significance to the project, will be summarized and evaluated. Two printed copies of the report will be submitted to the client, as well as a digital copy in PDF format.

Note that the collection or analysis of samples of building materials, mold, soil, groundwater, or air is not typically included in the scope of an ISA, and is not proposed here. The degree or extent of any contamination that may be identified during this phase of work is not proposed. If needed, these evaluations would normally be performed as part of a subsequent Phase II investigation.

Task 3.4: Visual Impact Assessment (VIA)

Construction of the new bridge design will alter the appearance of the immediate project area. As part of the project's environmental review, a VIA was prepared in 2010 by LSA's subconsultant Vallier Design Associates (Vallier). The VIA will be updated based upon the new bridge design that accommodates flood stages where the original proposed bridge design did not. The VIA will be conducted according to FHWA guidelines described in the publication *Visual Impact Assessment of Highway Projects*. Physical changes to the area as a result of the proposed project and the resulting change in appearance will be identified, documented, and assessed in terms of their visual impact. The area within the project limits was field inventoried and documented and remain the same. The originally gathered information will again serve as the visual setting of the project and the baseline condition against which changes in appearance and potential visual impacts will be determined. The original field studies conducted by Vallier also determined potentially affected viewer groups within and near the project limits and will remain the same.

Photorealistic visual simulations showing the project in its completed state will be prepared from four separate viewpoints (camera stations). The locations of the viewpoints were reviewed with the County of Monterey Department of Public Works and other agencies and will remain the same. The photo simulations will show the new bridge structure including guard railings, approach fills, rock slope protection, and removal of vegetation. The simulated appearance of the new bridge will be compared to baseline photographs taken from the same locations and to the baseline inventory data. The nature and extent of evident changes will be described. This information will be used to assess the potential visual impacts of the project.

The VIA will determine whether the project will block or disrupt scenic views or vistas, damage or remove any recognized scenic resources, substantially alter visual quality or visual character within the project limits, or create a substantial new source of light or glare. The VIA will be presented in written form in a technical report. The report will include supporting maps, graphics, and the four photo simulations which will be presented as before and after images.

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Specifications:

- No field visit will be made.
- LSA will provide project graphics to Vallier, such as site maps, that will be modified and adapted for use in the VIA Technical Report.
- There will be two rounds of review and revisions for the VIA Technical Report and photo simulations.
- For the purposes of this proposal, four (4) simulations will be produced. All the information needed to produce the simulations, including site plan, topographic data, bridge design drawings will be available in ACAD 2008 compatible form.

Task 3.5: Summary Floodplain Encroachment Report

LSA will prepare a Summary Floodplain Encroachment Report based on the Location Hydraulic Study to be provided by the County. The Summary Floodplain Encroachment Report will be submitted for County and Caltrans review and approval. This scope of work presumes that the proposed project will not cause a significant floodplain encroachment as defined by 23 CFR 650.105 and is not inconsistent with existing watershed and floodplain management programs. This scope also presumes that the Location Hydraulic Study provided by the engineer will contain the requisite information as described in Chapter 17 of the Caltrans Standard Environmental Reference and in 23 CFR 650A, Section 650.111(b)(c). The report will discuss potential impacts and recommend mitigation measures related to floodplain encroachment, flood-related hazards, natural or beneficial floodplain values, access interruption, and the community floodplain development plan.

Task 3.6: Farmland Impact Analysis

The previous data gathering and farmland impacts calculations work in 2010 for the prior design of the bridge portion of the project will require revision to assess the physical footprint of the new preferred bridge design. In addition, the County has an updated General Plan which will need to be referenced in regards to updated policies, regulations, land use designations, and zoning as they pertain to the revised design's impact on adjacent farmlands. The following scope of work will be conducted for the bridge portion of the project.

LSA will assess the farmland impacts associated with the Davis Road Bridge Replacement and Road Widening project in accordance with the NRCS-CPA-106 Form. A written summary of the assessment and conclusions will be provided. LSA will coordinate with the Natural Resource Conservation Service (NRCS) to obtain the necessary information regarding the location and total acres of prime and unique farmlands in the project area, the local area, and Statewide and incorporate this information into the farmland impact assessment. LSA will also contact the appropriate local agency to determine the location and Williamson Act contract status of agricultural preserves within the project area and/or any other legal protection afforded to agricultural lands by State and local governments.

In order to complete this analysis, LSA requires the following items in digital format:

1. Base mapping showing existing land uses for the entire project area

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2. Base mapping showing existing land uses within three miles of the project area
3. Project plans suitable for use as an overlay to the land use map to aid in determining the area of potential farmland impacts
4. The location of utilities (e.g., water and sewer lines) within three miles of the project site
5. Critical information will be required from the NRCS in order to prepare and complete the NRCS-CPA-106 form. In order to get this information from the NRCS, LSA will first need to submit specific information to the agency such as a land use map with the project impact area shown on it. The NRCS turnaround time for supplying farmland conversion impact information is beyond LSA's control. If it is longer than anticipated, it could delay the completion date of the Farmland Impact Analysis and have an impact on the project schedule.

Task 3.7: Water Quality Assessment Report

LSA will prepare a Water Quality Assessment Report (WOAR) that follows the Caltrans June 2012 Water Quality Assessment Report Content and Recommended Format. The WOAR will discuss watershed characteristics, groundwater hydrology, regulatory requirements, pollutants of concern, and receiving waters conditions, objectives, and beneficial uses. The report will also discuss design pollution prevention Best Management Practices (BMPs), construction site BMPs, and treatment BMPs that are applicable to the project. Information to be obtained from the project engineer and incorporated into the WOAR includes, but is not limited to, proposed BMPs, disturbed soil area, and new impervious surface area. The project's potential impact on water quality will be evaluated and mitigation measures necessary to prevent adverse water quality impacts will be identified. In addition, rough hydrologic calculations (suitable for determination of estimated storm water runoff volumes) based upon preliminary engineering plans will be provided by the project engineer and incorporated into the WOAR.

Task 3.8: Noise

Due to the updated Caltrans Traffic Noise Analysis Protocol (May 2011), a noise assessment of the federally-funded bridge portion of the project is now required and is scoped below. The resulting analysis will be included under separate section in the Noise Study described in Task 6.8.

Noise standards regulating noise impacts for the project will include the Noise Abatement Criteria (NAC) for the NEPA analysis, County noise standards for the CEQA analysis, and applicable noise ordinances for the CEQA and NEPA analysis. The areas with potential future traffic noise impacts will be identified using land use information, aerial photographs, and field reconnaissance. A discussion of existing and future planned developments with building permits in the project vicinity will be included.

No ambient noise level measurements will be conducted because there are no noise-sensitive receptors (residences, recreational areas, or schools) within 500 ft of this portion of the project. Receptors representing the land uses within the project area will be located no closer than 100 ft from the edge of the outside traffic lane and the highest expected noise level will be reported.

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Noise impacts from construction sources will be analyzed based on the equipment expected to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impact will be evaluated in terms of maximum levels (L_{max}) and the frequency of occurrence at adjacent receptor locations. Analysis requirements will be based on the sensitivity of the area and the Noise Ordinance specifications of the County.

The FHWA Traffic Noise Model (TNM) Version 2.5 will be used to evaluate the traffic noise levels associated with the Existing, Future No Build, and up to 2 Build Alternatives. Model input data include peak-hour traffic volumes; vehicle mix among autos and medium and heavy trucks; vehicle speeds; and roadway configurations. The existing and future traffic conditions will assume either the worst-case traffic condition or the projected traffic volumes provided by the County.

Noise abatement measures (noise barriers) are not anticipated for this project because there are no noise-sensitive land uses along Davis Road. Therefore, a Noise Abatement Decision Report (NADR) will not be required.

Task 4: CEQA/NEPA Documentation

Task 4.1 Purpose and Need

LSA will prepare a draft Purpose and Need statement for the proposed Davis Road Bridge Replacement and Road Widening project. The Purpose and Need clearly defines the objectives of the proposed project and identifies and justifies the need for the proposed project. The establishment of the independent utility and logical termini for the proposed improvements allows for the development of the Purpose and Need, which is a requirement of the public participation process for both NEPA and CEQA.

The Draft Purpose and Need statement will be prepared based on information provided by the County, project consulting engineers and Caltrans. The Purpose and Need statement will be revised and finalized based on one round of comments from Caltrans and the County.

Task 4.2 NOP

A NOP will be prepared prior to preparation of the draft technical studies. The NOP will be prepared in accordance with Section 15082 of the CEQA Guidelines and will include a short project description, project map, the CEQA Initial Study Checklist and brief answers to the Checklist questions. Because an EIR/EA will be prepared, the responses will indicate the anticipated range of potential impacts of the proposed road and bridge widening project.

LSA will submit a draft NOP for review to the Resource Management Agency – Public Works, Planning, and Building Services. LSA will revise the NOP per County comments and will submit the NOP to the County for signature. Following receipt of the signed NOP, LSA will print and distribute the NOP using certified mail or other method that provides a record of receipt (up to 50 hard copies, including 15 copies of the NOP and one Notice of Completion for document transmission to the State Clearinghouse). The County will provide the distribution list.

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Task 4.3: Public Scoping Meeting and Report

One LSA staff person will attend a public scoping meeting to be scheduled by the County approximately two weeks after the start of the 30-day NOP review period. LSA will prepare meeting notices for distribution by the County. The consulting engineers will prepare up to four graphic presentation boards mounted on foam core board.

A draft Scoping Summary Report will be prepared to document the County's efforts to identify key issues related to the scope of the environmental issues and the range of project alternatives that should be addressed in the EIR/EA. The Scoping Summary Report will summarize the scoping meeting and the issues raised in comments on the NOP and at the scoping meeting. The Scoping Summary Report will include copies of the NOP, the distribution list, newspaper notices and written comments received at the scoping meeting and in response to the NOP.

Task 4.4: Prepare Administrative Draft (AD) EIR/EA

Following approval of the technical studies by the County and Caltrans, LSA will prepare an ADEIR/EA in accordance with the Caltrans SER and the Annotated Outline for EIR/EA documents. The effort to prepare the combined document will be split between the federally funded and locally funded budgets.

The potential environmental impacts from the project's short-term construction and long-term operational impacts will be analyzed in the ADEIR/EA. Two build alternatives (the Preferred Alternative of 4 lane bridge and road widening, and a two lane alternative) and the No Build Alternative will be analyzed in the ADEIR/EA, utilizing a format that minimizes duplicative information for the alternatives. The ADEIR/EA will analyze the potential direct, indirect and cumulative effects of the project. Appropriate avoidance, minimization and mitigation measures will be prescribed, as well as potential environmental effects, if any, of the proposed measures. The Executive Summary section will not be included in the ADEIR/EA. Comments received on the NOP will be summarized in the Draft EIR/EA, indicating the commenting agency/party, the specific topical comments and where those comments are addressed in the EIR/EA.

The ADEIR/EA will be submitted to the County for review, and revised as necessary per comments received. The revised ADEIR/EA will be submitted to Caltrans District 5 Local Assistance staff for review. External Certification and Environmental Document Review Checklist forms will be submitted to Caltrans with each deliverable of the EIR/EA to Caltrans. Caltrans reviewers will at minimum include the technical specialists and Local Assistance environmental specialist and supervisor.

Task 4.5: Prepare Second ADEIR/EA

LSA will revise the ADEIR/EA based on comments received from Caltrans, and prepare a Second ADEIR/EA for County, then Caltrans' review. This edition will include the Executive Summary chapter. The EA for this project will be a routine EA, therefore, the Quality Assurance Quality Control (QAQC) Department at the Region will not review the document, and all reviews will be done by District 5 staff, according to Caltrans Local Assistance.

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Task 4.6: Prepare Draft EIR/EA for Approval to Circulate

LSA will revise the second ADEIR/EA in response to comments from the County and Caltrans and will prepare the Draft EIR/EA for approval to circulate for public review. One Master copy of the Draft EIR/EA will be submitted to the County and Caltrans for signatures. Caltrans Deputy District Director or designee will approve the EA for circulation.

Task 4.7: Public Review Period

LSA will prepare a draft public distribution list per input from the County and Caltrans. Once the Draft EIR/EA has been approved for public circulation and the County and Caltrans have approved the distribution list, LSA will print (up to 50 copies) and circulate the document for public review. LSA will prepare a draft public Notice of Availability and Notice of Opportunity for Public Hearing for the County's use in publishing in area newspapers and posting at the County Clerk's office. It is recommended that the County file two copies of the EIR/EA with the local library during the public review period for use by the general public. Per CEQA guidelines Section 15087(a)(3), notice should be mailed to owners and occupants of property contiguous to the parcel or parcels on which the project is located. Owners of such property shall be identified as shown on the latest equalized assessment roll. LSA recommends the County mail notices to property owners within 300 feet of the project. Copies of the Draft EIR/EA should also be kept on file at the County available to the public during the public review period. LSA will also prepare a Notice of Completion for submittal to the Office of Planning and Research, State Clearinghouse along with 15 hard copies of the Executive Summary section of the Draft EIR/EA and 15 CDs with electronic Draft EIR/EA files. The Draft EIR/EA will undergo a 45 day public review period.

Task 4.8: Public Hearing/Meeting

LSA will attend one public hearing or meeting on the Draft EIR/EA during the public review period. This meeting will be in addition to the County Planning Commission and Board of Supervisors hearings on the Final EIR/EA. For the public meeting LSA will provide the following services:

- 1) Prepare a public notice for publication in two newspapers;
- 2) Submit the newspaper notices for publication twice in each newspaper;
- 3) Prepare a short handout describing the proposed project and environmental impacts;
- 4) Prepare sign-in sheet and comment cards;
- 5) Assist at the public meeting;
- 6) Prepare a summary of verbal comments received at the public meeting.

The County and consulting engineers will prepare any project design displays and presentation materials.

Task 4.9: Responses to Comments

LSA will prepare draft responses to comments for review by the County and incorporate these into the Draft Final EIR/EA. LSA will respond to those comments for which it has sufficient information

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to prepare responses. Some comments may require responses to be prepared by either County and/or Caltrans staff or other County consultants (such as the consultant engineer). A first step in this task will be to compile and organize the comments to identify those persons who will be responsible for preparing responses. LSA will prepare the draft responses to comments in electronic format and submit them by e-mail to the County and Caltrans for review. LSA's level of effort assumes up to 156 hours of staff time to respond to comments and that no legal or comprehensive comments requiring extensive research or new analysis are received. If extensive comments are received, LSA can prepare responses on a time-and-materials basis with prior County approval.

Task 4.10: Mitigation Monitoring and Reporting Program (MMRP)/Environmental Commitments Record (ECR)

LSA will prepare a draft and final MMRP/ECR in accordance with CEQA Guidelines Section 15097 and NEPA for use in ensuring implementation of the mitigation measures for the project. The MMRP/ECR shall be used in the design and construction of the selected alternative. The MMRP/ECR shall incorporate the mitigation measures from the Final EIR/EA-Finding of No Significant Impact (FONSI) document (refer to Task 4.12) and shall comply with any special County MMRP and Caltrans format requirements. For each mitigation measure, the MMRP/ECR shall include a list of the following items: a description of the mitigation measure, the timing of implementation, the performance objectives, the requirements for verification of compliance, and the party responsible for verifying compliance. The draft MMRP/ECR shall be submitted to the County and Caltrans for review and comment, revised per County and Caltrans comments, and provided to the County and Caltrans along with the Final EIR/EA-FONSI for approval.

Task 4.11: Findings of Fact and Statement of Overriding Considerations

LSA will prepare a draft of the required Findings of Fact (Findings) that the County Board of Supervisors will need to make under CEQA to certify the Final EIR/EA-FONSI. If the Final EIR/EA concludes that the project would have unavoidable adverse impacts, a Statement of Overriding Considerations (SOC) will be prepared for review by the County. The Findings and Statement of Overriding Considerations will be finalized per County comments.

Task 4.12: Final EIR/EA-FONSI

Following review of the draft responses to comments by the County and Caltrans, LSA will prepare a Draft Final EIR/EA that will incorporate changes to the EIR/EA sections consistent with the responses to comments and any design refinements developed in response to public comments on the Draft EIR/EA. The Selected Alternative will be identified. The Draft Final EIR/EA will be submitted to the County and Caltrans for review.

Following receipt of comments on the Draft Final EIR/EA-FONSI, LSA will prepare the Final EIR/EA-FONSI. One master copy of the FEIR/EA-FONSI with the Responses to Comments, Findings, SOC (if necessary) and the MMRP will be submitted by County staff to the Board for certification. LSA will send copies of the proposed Final EIR/EA-FONSI to public agencies that commented on the Draft EIR/EA (and other organizations or individuals as deemed necessary by the County and Caltrans) for receipt at least 10 days prior to the Board's EIR certification hearing. One

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LSA staff member will attend the EIR certification hearing by the Board. Once this approval is received, LSA will prepare a Notice of Determination (NOD) for the County to file with the County Clerk and the State Clearinghouse, including the required Fish and Wildlife filing fees (currently \$2,995 for EIR reviews and \$50 for County Clerk processing fee). The County will be responsible for providing a check for the CDFW filing fees. The fee is required to be paid to the County Clerk on or before the NOD filing date. LSA will provide one master copy of the certified Final EIR/EA-FONSI and up to 25 bound copies (including those copies sent to agencies that commented on the Draft EIR/EA), including the MMRP/BCR, Findings and SOC, and one CD of all electronic files for the final environmental documents. This will complete the environmental process for CEQA.

Caltrans will prepare a draft FONSI for submittal to FHWA for publication in the Federal Register. The EA and FONSI will be circulated for a 30-day public review and a Notice of Availability of the FONSI will be sent to the State Clearinghouse. A Final Notice of Federal Agency Action will be filed using sample letters to be provided by Caltrans. Letters will be sent to cooperating and responsible agencies as included on the distribution list informing each agency that a notice will be published in the Federal Register starting the 150 day statute of limitations pursuant to 23 USC 139.

Optional Subtasks

The following optional tasks will be performed at the request of the County.

Paleontological Resources Study

LSA will conduct a paleontological resources study that includes a fossil locality search and literature review. The study's findings and a sensitivity analysis will be included in the EIR prepared for the proposed project. No field work will be done for the paleontological study.

Administrative Record

As part of the technical study and Environmental Document tasks described above (Tasks 3.1 through 4.12), LSA will provide Caltrans with hard copy documentation and electronic files of the Final EIR/FONSI, the technical studies and other technical material in support of the final environmental documentation. If requested, LSA would assist Caltrans in gathering other documentation and communication to complete an Administrative Record for the Final EIR/FONSI. The level of effort to assist Caltrans in completing the Administrative Record is included in the project budget under Optional Tasks.

LOCALLY FUNDED TASKS

Task 5: Project Initiation, Meetings/Management, NOP, and Scoping Meeting

Task 5.1: Project Re-Initiation

The scope for this task is covered under Task 1 above and the cost is divided equally between the HBRR funded portion of the project and the locally-funded portion of the project.

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Task 5.2: Project Management and Meetings

The scope for this task is covered under Task 2 above, and the cost is divided equally between the HBRR-funded portion of the project and the locally funded portion.

Task 5.3: Notice of Preparation (NOP)

The scope for this task is covered under Task 4.2 above, and the cost is divided equally between the HBRR-funded portion of the project and the locally-funded portion.

Task 5.4: Public Scoping Meeting

The scope for this task is covered under Task 4.3 above, and the cost is divided equally between the HBRR-funded portion of the project and the locally-funded portion.

Task 6: Locally Funded Technical Studies

Task 6.1: Biological Resources

This task consists of conducting a biological resource survey along the portions of Davis Road between Blanco Road and the north bridge approach for the replacement bridge and between the south bridge approach and Reservation Road (locally funded portion). The roadside, including the areas to be acquired for widening Davis Road from two to four lanes and constructing left-turn lanes, would be surveyed for potential jurisdictional features and potential sensitive species habitat. The existing setting, habitat for sensitive species, jurisdictional delineation (if required), and project impacts for the locally funded portion of the project will be discussed separately from the HBRR-funded portion of the project in each section of the NES.

Task 6.2: Cultural Resources

The results of the research done for Task 3.2 will be used to prepare a technical report that addresses the project for the purposes of CEQA. In addition, LSA's site specific research indicates that the entire project area has moderate to high sensitivity for archaeological resources and proposes to survey the unsurveyed portion of the project area north of Foster Road.

While the entire project area has moderate to high sensitivity for archaeological resources, LSA's proposed budget is based on the field survey resulting in negative findings (no resources identified). Should any cultural resource be present, a budget augment will be necessary and LSA would submit a proposed scope and fee for the County's approval prior to conducting any additional work. The final technical report will be submitted to the Northwest Information Center of the California Historical Resources Information System in fulfillment of an agreement for access to its archives.

Task 6.3: Hazardous Waste ISA

This task consists of the portion of the hazardous waste ISA that covers the locally funded (widening of Davis Road) portion of the project. The ISA will be prepared with separate chapters/sections for

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the HBRR portion of the project and the locally funded portion of the project. Refer to Task 3.3 for the detailed scope of work for the ISA.

Task 6.4: Visual Impact Analysis

This task consists of the portion of the VIA that covers the locally funded (widening of Davis Road) portion of the project. The VIA will be prepared with separate chapters/sections for the HBRR portion of the project and the locally funded portion of the project. Refer to Task 3.4 for the detailed scope of work for the VIA.

Task 6.5: Farmland Impact Analysis

LSA will prepare a report that determines the amount and severity of potential impacts related to conversion of farmland to nonagricultural uses along the portions of Davis Road between Blanco Road and the north bridge approach for the replacement bridge and between the south bridge approach and Reservation Road. The analysis will be in accordance with CEQA Guidelines. The CEQA Guidelines, Appendix G, indicate that the conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural uses could be considered a significant impact.

LSA will evaluate the potential for conversion of prime, unique or farmland of local importance for the construction of the project using the 1997 California Agricultural Land Evaluation and Site Assessment (LESA) Model prepared by the California Department of Conservation. LSA will use quantitative threshold limits from the LESA model and other thresholds as determined applicable by the County, to determine the project impacts and appropriate mitigation measures.

In order to complete this analysis using the LESA Model, LSA will require existing and proposed right-of-way data (to scale) from the County and/or the consultant engineer for use in calculating the number of acres impacted by the proposed road widening and bridge project.

LSA will utilize information gathered as part of the scope of work for the NEPA environmental document, including coordination with the Natural Resource Conservation Service to obtain the necessary information regarding the location and total acres of prime and unique farmlands in the project area, the local area, and Statewide and incorporate this information into the farmland impact assessment. LSA will also contact the County of Monterey Agricultural Commissioner's Office to determine the location and Williamson Act contract status of agricultural preserves within the project area, the affected lands' intrinsic agricultural values and/or any other legal protection afforded to agricultural lands by State and local governments.

Preparation of the technical report will include the following steps:

Research and Development

- Review the Monterey County Greater Salinas Land Use Plan for applicable policies;
- Review the Monterey County General Plan for applicable policies;

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- Review the most recent California Department of Conservation's Important Farmlands Map for Monterey County to determine current State classification;
- Interview County Project Planner or Engineer to determine current and/or recent farming practices; and
- Review response to the NOP from the California Department of Conservation, if submitted.

Report Contents

- Discuss the significance of agricultural production in the region;
- Describe the project site in terms of agricultural classification;
- Describe the soil characteristics of the project site;
- Discuss existing and/or past farming practices on lands adjacent to the project site;
- Present standards of significance as defined in CEQA Guidelines section 15064 and indicated in Appendix G as well as thresholds presented in the LESA Model for the quantitative evaluation;
- Identify the agricultural resource impacts of the proposed project as derived from the LESA Model analysis and determine whether or not they are significant; and
- Present mitigation measures to reduce or eliminate significant impacts to a less than significant level. Mitigation measures will include the mitigation action, the party responsible for implementing, the party responsible for monitoring, and timing of implementation and monitoring. Significant impacts that cannot be mitigated to a less than significant level will be identified as significant and unavoidable and will be discussed further in a separate section of the EIR.

Task 6.6: Water Quality

This task consists of the portion of the water quality study text that addresses the locally funded (widening of Davis Road) portion of the project. The water quality study will be prepared with separate chapters/sections for the HBRR funded portion of the project and the locally funded portion of the project. Refer to Task 3.7 for the detailed scope of work for the water quality study.

Task 6.7: Air Quality Analysis

~~The air quality analysis will cover the locally funded (widening of Davis Road) portion of the project only. The project's conformity to State and federal implementation plans will be evaluated.~~
LSA will prepare an air quality analysis to address local and regional impacts on sensitive land uses in the vicinity of the project site. Particular emphasis will be placed on delineating the issues that are specific to the County of Monterey and the Monterey Bay Unified Air Pollution Control District (MBUAPCD) air quality planning programs and requirements. Vehicular traffic volumes, including existing and future conditions, distribution, and level of service calculations developed as part of the proposed project (by the County or others) will be used in preparing this technical analysis. A hot spot analysis for the project will be provided for carbon monoxide (CO) using the Transportation

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* - The project's conformity to State and federal implementation plans will be evaluated.

JK, RM 1/14/14, 1/14/14
(Contractor's Initials) (Date)

LSA ASSOCIATES, INC.
DECEMBER 2013

REVISED ENVIRONMENTAL SERVICES SCOPE OF WORK
DAVIS ROAD BRIDGE REPLACEMENT AND ROAD WIDENING

Project Level CO Protocol (Caltrans, December 1997). The air quality analysis will also address the impact of emissions from equipment used during the construction phase of the project. LSA will work with the APCD and the County, if necessary, to identify feasible mitigation measures. A health risk assessment will be prepared to determine the potential health effects associated with the short-term construction activities. Air quality mitigation measures for the project will be identified if necessary.

In addition to the air quality analysis, project contributions to Greenhouse Gases will be analyzed in accordance with the CBOA statute (California Public Resources Code, Division 13) Section 21097. Emissions of carbon dioxide (CO₂), a key GHG identified in Assembly Bill (AB) 32, and other major GHGs such as methane (CH₄) and nitrous oxide (N₂O) from direct and indirect project-related sources will be calculated. LSA will calculate the construction emissions commensurate with available project-specific information. Standard measures for construction activities recommended by the MBUAPCD will be identified and incorporated as part of the project's standard conditions. Potential cumulative GHG impacts associated with the proposed project will be evaluated. Emissions of carbon dioxide equivalent (CO₂e) will be calculated and compared to the area emission levels. If necessary, mitigation measures will be identified to ensure that both short-term and long-term GHG impacts will be reduced to the extent possible.

Task 6.8: Noise Analysis

Noise standards regulating noise impact will include the County's noise standards and noise ordinance. The existing land uses in the project vicinity will be discussed and identified using land use information, aerial photographs, and field reconnaissance.

Ambient noise level measurements will be conducted to establish the existing noise environment at representative receptor locations along Davis Road. Short-term (20-minute) noise level measurements will be made at up to 4 locations to document the existing noise environment and to calibrate the traffic noise model. Observations of barriers, terrains, building heights, and other site-specific information will be noted during each measurement period.

Noise impacts from construction sources will be analyzed based on the equipment expected to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impact will be evaluated in terms of maximum levels (L_{max}) and the frequency of occurrence at adjacent receptor locations. Analysis requirements will be based on the sensitivity of the area and the Noise Ordinance specifications of the County.

The FHWA TNM Version 2.5 will be used to evaluate the traffic noise levels associated with the Existing, Future No Build, and up to 2 Build Alternatives. Model input data include traffic volumes; vehicle mix among autos and medium and heavy trucks; vehicle speeds; and roadway configurations. The existing and future traffic conditions will assume either the worst-case traffic condition or the projected traffic volumes provided by the County. The Community Noise Equivalent Level (CNEL) or Day-Night Level along Davis Road will be tabulated. Mitigation measures designed to reduce short- and long-term impacts to acceptable noise levels in the vicinity of the project site will be determined where necessary.

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DAVIS ROAD BRIDGE REPLACEMENT AND ROAD WIDENING

Task 7: CEQA Documentation

Refer to Task 4.0 for the work tasks to prepare a combined CEQA/NEPA document. The work effort will be split between the federally funded and locally funded project tasks. Tasks 4.1 through 4.3 describe the scope of work for preparation of the Purpose and Need, the NOP and the Public Scoping Meeting and Report.

Task 7.1: Prepare Administrative Draft EIR

Refer to the scope of work for Task 4.4.

Task 7.2: Prepare Second Administrative Draft EIR

Refer to the scope of work for Task 4.5.

Task 7.3: Prepare Draft EIR for Public Review

Refer to the scope of work for Task 4.6.

Task 7.4: Public Review Period

Refer to the scope of work for Task 4.7 for the public review period documentation and Task 4.8 for the Public Hearing/Meeting.

Task 7.5: Responses to Comments

Refer to the scope of work for Task 4.9.

Task 7.6: Mitigation Monitoring and Reporting Program (MMRP)

Refer to the scope of work for Task 4.10.

Task 7.7: CEQA Findings and Final EIR

Refer to the scope of work for Task 4.11.

Optional Subtasks

Refer to the Optional subtasks in Task 4.12.

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DAVIS ROAD BRIDGE REPLACEMENT AND ROAD WIDENING

ATTACHMENT A

2013 PES FORM

EXHIBIT 6-A PRELIMINARY ENVIRONMENTAL STUDY (PES)

Federal Project No.: <u>BRLS-5944 (068)</u> <small>(Federal Program Prefix-Project No., Agreement No.)</small>	Final Design: _____ <small>(Expected Start Date)</small>
To: <u>Garin Schneider</u> <small>(District Local Assistance Engineer)</small>	From: <u>Monterey County</u> <small>(Local Agency)</small>
<u>Caltrans District 5</u> <small>(District)</small>	<u>Paul Greenway (831) 755-4807</u> <small>(Project Manager's Name and Telephone No.)</small>
<u>50 Higuera St, SLO 93401</u> <small>(Address)</small>	<u>312 E. Alisal St Salinas, CA 93901</u> <small>(Address)</small>
<u>Garin.Schneider@dot.ca.gov</u> <small>(Email Address)</small>	_____ <small>(Email Address)</small>

Is this Project "ON" the State Highway System? Yes No **IF YES, STOP HERE** and contact the District Local Assistance Engineer regarding the completion of other environmental documentation.

Federal State Transportation Improvement Program (FSTIP) <http://www.dot.ca.gov/hq/transprog/fedpigm.htm> (Currently Adopted Plan Date) (Page No. ___ attach to this form)
<http://www.dot.ca.gov/hq/transprog/ofump.htm>

Programming for FSTIP:	Preliminary Engineering \$ _____ <small>(Fiscal Year) (Dollars)</small>	Right of Way \$ _____ <small>(Fiscal Year) (Dollars)</small>	Construction \$ _____ <small>(Fiscal Year) (Dollars)</small>
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Project Description as Shown in RTP and FSTIP: Davis Road Bridge Replacement Project is located just south of Salinas on Davis Road between Blanco Road and Reservation Road, over the Salinas River.

Detailed Project Description: *(Describe the following, as applicable: purpose and need, project location and limits, required right of way acquisition, proposed facilities, staging areas, disposal and borrow sites, construction activities, and construction access.)*
The Davis Road Bridge Replacement Project will replace the existing two lane low level bridge over the Salinas River with a new four-lane high level bridge for year round use of Davis Road. The project is located two miles south of the City of Salinas, between Reservation Road and Blanco Blanco Road. Since the existing bridge is well below the 100 year flood plain, the proposed project will eliminate the seasonal closure of Davis Road during the winter months.

(Continue description on "Notes" sheet, last page of this Exhibit, if necessary)

Preliminary Design Information:

Does the project involve any of the following? Please check the appropriate boxes and delineate on an attached map, plan, or layout including any additional pertinent information.

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Required Attachments:

Exhibit 6-A

Local Assistance Procedures Manual

Preliminary Environmental Study (PES) Form

- Regional map Project location map Project footprint map (existing/proposed right of way)
 Engineering drawings (existing and proposed cross sections), if available Borrow/disposal site location map, if applicable
(Note: all maps (except project location map and regional maps) should be consistent with the project description (minimum scale: 1" = 200').)
 Notes to support the conclusions of this checklist/project description continuation page (attached)

Examine the project for potential effects on the environment, direct or indirect and answer the following questions. The "construction area," as specified below, includes all areas of ground disturbance associated with the project, including staging and stockpiling areas and temporary access roads.

Each answer must be briefly documented on the "Notes" pages at the end of the PES Form.

A. Potential Environmental Effects	Yes	To Be Determined	No
General			
1. Will the project require future construction to fully utilize the design capabilities included in the proposed project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Will the project generate public controversy?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Noise			
3. Is the project a Type I project as defined in 23 CFR 772.5(h); "construction on new location or the physical alteration of an existing highway, which significantly changes either the horizontal or vertical alignment or increases the number of through-traffic lanes"?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the project have the potential for adverse construction-related noise impact (such as related to pile driving)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Air Quality			
5. Is the project in a NAAQS non-attainment or maintenance area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the project exempt from the requirement that a conformity determination be made? (If "Yes," state which conformity exemption in 40 CFR 93.126, Table 2 applies): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Is the project exempt from regional conformity? (If "Yes," state which conformity exemption in 40 CFR 93.127, Table 3 applies): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. If project is not exempt from regional conformity, (If "No" on Question #7) Is project in a metropolitan non-attainment/maintenance area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is project in an isolated rural non-attainment area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is project in a CO, PM10 and/or PM2.5 non-attainment/maintenance area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hazardous Materials/Hazardous Waste			
9. Is there potential for hazardous materials (including underground or aboveground tanks, etc.) or hazardous waste (including oil/water separators, waste oil, asbestos-containing material, lead-based paint, ADL, etc.) within or immediately adjacent to the construction area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Water Quality/Resources			
10. Does the project have the potential to impact water resources (rivers, streams, bays, inlets, lakes, drainage sloughs) within or immediately adjacent to the project area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Is the project within a designated sole-source aquifer?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Coastal Zone			
12. Is the project within the State Coastal Zone, San Francisco Bay, or Suisun Marsh?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Floodplain			
13. Is the construction area located within a regulatory floodway or within the base floodplain (100-year elevation of a watercourse or lake)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wild and Scenic Rivers			
14. Is the project within or immediately adjacent to a Wild and Scenic River System?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Biological Resources			
15. Is there a potential for federally listed threatened or endangered species, or their critical habitat or essential fish habitat to occur within or adjacent to the construction area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Local Assistance Procedures Manual

Exhibit 6-A
Preliminary Environmental Study (PES) Form

16. Does the project have the potential to directly or indirectly affect migratory birds, or their nests or eggs (such as vegetation removal, box culvert replacement/repair, bridge work, etc.)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Is there a potential for wetlands to occur within or adjacent to the construction area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Is there a potential for agricultural wetlands to occur within or adjacent to the construction area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Is there a potential for the introduction or spread of invasive plant species?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sections 4(f) and 6(f)			
20. Are there any historic sites or publicly owned public parks, recreation areas, wildlife or waterfowl refuges (Section 4(f)) within or immediately adjacent to the construction area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
21. Does the project have the potential to affect properties acquired or improved with Land and Water Conservation Fund Act (Section 6(f)) funds?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Visual Resources			
22. Does the project have the potential to affect any visual or scenic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relocation Impacts			
23. Will the project require the relocation of residential or business properties?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Land Use, Community, and Farmland Impacts			
24. Will the project require any right of way, including partial or full takes? Consider construction easements and utility relocations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25. Is the project inconsistent with plans and goals adopted by the community?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
26. Does the project have the potential to divide or disrupt neighborhoods/communities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
27. Does the project have the potential to disproportionately affect low-income and minority populations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
28. Will the project require the relocation of public utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29. Will the project affect access to properties or roadways?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30. Will the project involve changes in access control to the State Highway System (SHS)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
31. Will the project involve the use of a temporary road, detour, or ramp closure?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32. Will the project reduce available parking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
33. Will the project construction encroach on state or federal lands?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
34. Will the project convert any farmland to a different use or impact any farmlands?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cultural Resources			
35. Is there National Register listed, or potentially eligible historic properties, or archaeological resources within or immediately adjacent to the construction area? (Note: Caltrans PQS answers question #35)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
36. Is the project adjacent to, or would it encroach on Tribal land?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

For Sections B, C, and D, check appropriate box to indicate required technical studies, coordination, permits, or approvals.

B. Required Technical Studies and Analyses	C. Coordination	D. Anticipated Actions/Permits/Approvals
<input checked="" type="checkbox"/> Traffic <i>Check one:</i>		
<input type="checkbox"/> Traffic Study	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval
<input checked="" type="checkbox"/> Technical Memorandum	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval
<input type="checkbox"/> Discussion in ED Only	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval
<input checked="" type="checkbox"/> Noise <i>Check as applicable:</i>		
<input checked="" type="checkbox"/> Traffic Related		
<input checked="" type="checkbox"/> Construction Related		

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Local Assistance Procedures Manual

Preliminary Environmental Study (PES) Form

<i>Check one:</i>		
<input checked="" type="checkbox"/> Noise Study Report	<input checked="" type="checkbox"/> Caltrans	<input checked="" type="checkbox"/> Approval
<input type="checkbox"/> NADR	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval
<input type="checkbox"/> Technical Memorandum	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval
<input type="checkbox"/> Discussion in ED Only	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval
<input type="checkbox"/> Air Quality		
<i>Check as applicable:</i>		
<input type="checkbox"/> Traffic Related		
<input type="checkbox"/> Construction Related		
<i>Check one:</i>		
<input type="checkbox"/> Air Quality Report	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval
<input type="checkbox"/> Technical Memorandum	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval
<input type="checkbox"/> Discussion in ED Only	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval
	<input type="checkbox"/> FHWA	<input type="checkbox"/> Conformity Finding (23 USC 327 CE, EAs, EISs)
	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Conformity Finding (23 USC 326 CE)
	<input type="checkbox"/> Regional Agency	<input type="checkbox"/> PM10/PM2.5 Interagency Consultation
<input checked="" type="checkbox"/> Hazardous Materials/ Hazardous Waste		
<i>Check as applicable:</i>		
<input checked="" type="checkbox"/> Initial Site Assessment (Phase 1)	<input checked="" type="checkbox"/> Caltrans	<input checked="" type="checkbox"/> Approval
<input type="checkbox"/> Preliminary Site Assessment (Phase 2)	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval
<input type="checkbox"/> Discussion in ED Only	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval
	<input type="checkbox"/> Cal EPA DTSC	<input type="checkbox"/> Review Database
	<input type="checkbox"/> Local Agency	<input type="checkbox"/> Review Database
<input checked="" type="checkbox"/> Water Quality/Resources		
<i>Check as applicable:</i>		
<input type="checkbox"/> Water Quality Assess. Report	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval
<input type="checkbox"/> Technical Memorandum	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval
<input type="checkbox"/> Discussion in ED Only	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval
<input type="checkbox"/> Sole-Source Aquifer (Districts 5, 6 and 11)	<input type="checkbox"/> EPA (S.F. Regional Office)	<input type="checkbox"/> Approval of Analysis in ED
<input type="checkbox"/> Coastal Zone	<input type="checkbox"/> CCC	<input type="checkbox"/> Coastal Zone Consistency Determination

B. Required Technical Studies and Analyses	C. Coordination	D. Anticipated Actions/Permits/Approvals
<input checked="" type="checkbox"/> Floodplain		
<i>Check as applicable:</i>		
<input checked="" type="checkbox"/> Location Hydraulic Study	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval
<input checked="" type="checkbox"/> Floodplain Evaluation Report	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval
<input checked="" type="checkbox"/> Summary Floodplain Encroachment Report	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval
	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Only Practicable Alternative Finding
	<input type="checkbox"/> FHWA	<input type="checkbox"/> Approves significant encroachments and concurs in Only Practicable Alternative Findings
<input type="checkbox"/> Wild and Scenic Rivers	<input type="checkbox"/> River Managing Agency	<input type="checkbox"/> Wild and Scenic Rivers Determination
<input checked="" type="checkbox"/> Biological Resources		
<i>Check as applicable:</i>		
<input type="checkbox"/> NES, Minimal Impact	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval
<input checked="" type="checkbox"/> NES		
<input checked="" type="checkbox"/> BA	<input checked="" type="checkbox"/> Caltrans	<input checked="" type="checkbox"/> Approves for Consultation
	<input type="checkbox"/> USFWS	<input type="checkbox"/> Section 7 Informal/Formal Consultation
	<input type="checkbox"/> NOAA Fisheries	
<input type="checkbox"/> EFH Evaluation	<input type="checkbox"/> NOAA Fisheries	<input type="checkbox"/> MSA Consultation
<input checked="" type="checkbox"/> Bio-Acoustic Evaluation	<input type="checkbox"/> NOAA Fisheries	<input type="checkbox"/> Approval
<input type="checkbox"/> Technical Memorandum	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval
<input checked="" type="checkbox"/> Wetlands		
<i>Check as applicable:</i>		
<input checked="" type="checkbox"/> WD and Assessment	<input checked="" type="checkbox"/> Caltrans	<input type="checkbox"/> Approval
	<input type="checkbox"/> ACOE	<input type="checkbox"/> Wetland Verification
	<input type="checkbox"/> NRCS	<input type="checkbox"/> Agricultural Wetland Verification
	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Wetlands Only Practicable Alternative Finding
<input checked="" type="checkbox"/> Invasive Plants		
<input checked="" type="checkbox"/> Discussion in ED Only	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval
<input type="checkbox"/> Section 4(f)		
<i>Check as applicable:</i>		
<input type="checkbox"/> De minimis	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Determine Temporary Occupancy
<input type="checkbox"/> Programmatic 4(f) Evaluation	<input type="checkbox"/> Caltrans	<input type="checkbox"/> De minimis finding
Type: _____		<input type="checkbox"/> Approval
<input type="checkbox"/> Individual 4(f) Evaluation	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval
	<input type="checkbox"/> Agency with Jurisdiction	
	<input type="checkbox"/> SHPO	
	<input type="checkbox"/> DOI	
	<input type="checkbox"/> HUD	
	<input type="checkbox"/> USDA	

if pile driving →

Exhibit 6-A

Local Assistance Procedures Manual

Preliminary Environmental Study (PES) Form

B. Required Technical Studies and Analyses	C. Coordination	D. Anticipated Actions/Permits/Approvals
<input type="checkbox"/> Section 6(f)	<input type="checkbox"/> Agency with Jurisdiction <input type="checkbox"/> NPS	<input type="checkbox"/> Determines Consistency with Long-Term Management Plan
	<input type="checkbox"/> NPS	<input type="checkbox"/> Approves Conversion
<input checked="" type="checkbox"/> Visual Resources <input type="checkbox"/> Technical Memorandum <input checked="" type="checkbox"/> Minor VIA <input type="checkbox"/> Moderate VIA <input type="checkbox"/> Advance/Complex VIA	<input type="checkbox"/> Caltrans <input type="checkbox"/> Caltrans <input type="checkbox"/> Caltrans <input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval <input type="checkbox"/> Approval <input type="checkbox"/> Approval <input type="checkbox"/> Approval
<input type="checkbox"/> Relocation Impacts <i>Check one:</i> <input type="checkbox"/> Relocation Impact Memo <input type="checkbox"/> Relocation Impact Study <input type="checkbox"/> Relocation Impact Report	<input type="checkbox"/> Caltrans <input type="checkbox"/> Caltrans <input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval <input type="checkbox"/> Approval <input type="checkbox"/> Approval
<input type="checkbox"/> Land Use and Community Impacts <i>Check one:</i> <input type="checkbox"/> CIA <input type="checkbox"/> Technical Memorandum <input type="checkbox"/> Discussion in ED Only	<input type="checkbox"/> Caltrans <input type="checkbox"/> Caltrans <input type="checkbox"/> Caltrans	<input type="checkbox"/> Approval <input type="checkbox"/> Approval <input type="checkbox"/> Approval
<input type="checkbox"/> Construction/Encroachment on State Lands <i>Check as applicable:</i> <input type="checkbox"/> SLC Jurisdiction <input type="checkbox"/> Caltrans Jurisdiction <input type="checkbox"/> SP Jurisdiction	<input type="checkbox"/> SLC <input type="checkbox"/> Caltrans <input type="checkbox"/> SP	<input type="checkbox"/> SLC Lease <input type="checkbox"/> Encroachment Permit <input type="checkbox"/> Encroachment Permit
<input type="checkbox"/> Construction/Encroachment on Federal Lands	<input type="checkbox"/> Federal Agency with Jurisdiction	<input type="checkbox"/> Encroachment Permit
<input type="checkbox"/> Construction/Encroachment On Indian Trust Lands	<input type="checkbox"/> Bureau of Indian Affairs	<input type="checkbox"/> Right of Way Permit
<input checked="" type="checkbox"/> Farmlands <i>Check one:</i> <input type="checkbox"/> CIA <input type="checkbox"/> Technical Memorandum <input type="checkbox"/> Discussion in ED Only <i>Check as applicable:</i> <input checked="" type="checkbox"/> Form AD 1006 <input type="checkbox"/> Conversion to Non-Agri Use	<input type="checkbox"/> Caltrans <input type="checkbox"/> Caltrans <input type="checkbox"/> Caltrans <input checked="" type="checkbox"/> NRCS <input type="checkbox"/> CDOC <input type="checkbox"/> ACOE	<input type="checkbox"/> Approval <input type="checkbox"/> Approval <input type="checkbox"/> Approval <input checked="" type="checkbox"/> Approves Conversion <input type="checkbox"/> Approves Conversion

B. Required Technical Studies and Analyses	C. Coordination	D. Anticipated Actions/Permits/ Approvals
<input checked="" type="checkbox"/> Cultural Resources (PQS completes this section) <i>Check as applicable:</i>	<input type="checkbox"/> Caltrans PQS	<input type="checkbox"/> Screened Undertaking
<input checked="" type="checkbox"/> APE Map	<input checked="" type="checkbox"/> Caltrans PQS and DLAE	<input checked="" type="checkbox"/> Approves APE Map
<input checked="" type="checkbox"/> HPSR <input checked="" type="checkbox"/> ASR <input checked="" type="checkbox"/> HRER	<input checked="" type="checkbox"/> Local Preservation Groups and/or Native American Tribes <input checked="" type="checkbox"/> Caltrans	<input checked="" type="checkbox"/> Provides Comments Regarding Concerns with Project <input checked="" type="checkbox"/> Approves for Consultation
<input type="checkbox"/> Finding of Effect Report	<input type="checkbox"/> Caltrans <input type="checkbox"/> SHPO	<input type="checkbox"/> Concurs on No Effect, No Adverse Effect with Standard Conditions <input type="checkbox"/> Letter of Concurrence on Eligibility, No Adverse Effect without Standard
<input type="checkbox"/> MOA	<input type="checkbox"/> Caltrans <input type="checkbox"/> SHPO <input type="checkbox"/> ACHP (if requested)	<input type="checkbox"/> Approves MOA <input type="checkbox"/> Approves MOA <input type="checkbox"/> Approves MOA
<input checked="" type="checkbox"/> Permits Copies of permits and a list of mitigation commitments are mandatory submittals following NEPA approval.	<input checked="" type="checkbox"/> ACOE <input type="checkbox"/> ACOE <input type="checkbox"/> Caltrans/ACOE/EPA <input checked="" type="checkbox"/> USFWS <input checked="" type="checkbox"/> NOAA Fisheries <input type="checkbox"/> ACOE <input type="checkbox"/> USCG <input checked="" type="checkbox"/> RWQCB <input checked="" type="checkbox"/> CDFG <input checked="" type="checkbox"/> RWQCB <input type="checkbox"/> CCC <input type="checkbox"/> Local Agency <input type="checkbox"/> BCDC	<input checked="" type="checkbox"/> Section 404 Nationwide Permit <input type="checkbox"/> Section 404 Individual Permit <input type="checkbox"/> NEPA/404 Integration MOU <input type="checkbox"/> Rivers and Harbors Act Section 10 Permit <input type="checkbox"/> USCG Bridge Permit <input checked="" type="checkbox"/> Section 401 Water Quality Certification <input checked="" type="checkbox"/> Section 1602 Streambed Alteration Agreement <input checked="" type="checkbox"/> NPDES Permit <input type="checkbox"/> Coastal Zone Permit <input type="checkbox"/> BCDC Permit

Notes: Additional studies may be required for other federal agencies.

Exhibit 6-A

Local Assistance Procedures Manual

Preliminary Environmental Study (PES) Form

ACHP	=	Advisory Council on Historic Preservation	HRER	=	Historical Resources Evaluation Report
ACOE	=	U.S. Army Corps of Engineers	HUD	=	U.S. Housing and Urban Development
ADL	=	Aerially Deposited Lead	MOA	=	Memorandum of Agreement
APE	=	Area of Potential Effect	MSA	=	Magnuson-Stevens Fishery Conservation and Management Act
APN	=	Assessor Parcel Number	NEPA	=	National Environmental Policy Act
ASR	=	Archaeological Survey Report	NADR	=	Noise Abatement Decision Report
BA	=	Biological Assessment	NES	=	Natural Environment Study
BCDC	=	Bay Conservation and Development Commission	NHPA	=	National Historic Preservation Act
BE	=	Biological Evaluation	NOAA	=	National Oceanic and Atmospheric Administration
BO	=	Biological Opinion	NMFS	=	National Marine Fisheries Service
Cal EPA	=	California Environmental Protection Agency	NPDES	=	National Pollutant Discharge Elimination System
CCC	=	California Coastal Commission	NPS	=	National Park Service
CDFG	=	California Department of Fish and Game	NRCS	=	Natural Resources Conservation Service
CDOC	=	California Department of Conservation	PM10	=	Particulate Matter 10 Microns in Diameter or Less
CE	=	Categorical Exclusion	PM2.5	=	Particulate Matter 2.5 Microns in Diameter or Less
CIA	=	Community Impact Assessment	PMP	=	Project Management Plan
CWA	=	Clean Water Act	PQS	=	Professionally Qualified Staff
DLAE	=	District Local Assistance Engineer	ROD	=	Record of Decision
DOI	=	U.S. Department of Interior	RTIP	=	Regional Transportation Improvement Program
DTSC	=	Department of Toxic Substances Control	RTP	=	Regional Transportation Plan
EA	=	Environmental Assessment	RWQCB	=	Regional Water Quality Control Board
ED	=	Environmental Document	SER	=	Standard Environmental Reference
EFH	=	Essential Fish Habitat	SEP	=	Senior Environmental Planner
EIS	=	Environmental Impact Statement	SHPO	=	State Historic Preservation Officer
EPA	=	U.S. Environmental Protection Agency	SLC	=	State Lands Commission
FEMA	=	Federal Emergency Management Agency	SP	=	State Parks
FHWA	=	Federal Highway Administration	TIP	=	Transportation Improvement Program
FONSI	=	Finding of No Significant Impacted	USCG	=	U.S. Coast Guard
FTIP	=	Federal Transportation Improvement Program	USDA	=	U.S. Department of Agriculture
HPSR	=	Historic Property Survey Report	USFWS	=	U.S. Fish and Wildlife Service
			WD	=	Wetland Delineation

E. Preliminary Environmental Document Classification (NEPA)

Based on the evaluation of the project, the environmental document to be developed should be:

Check one:

- Environmental Impact Statement (*Note: Engagement with participating agencies in accordance with 23 USC 139 required*)
- Compliance with 23 USC 139 regarding Participating Agencies required
- Complex Environmental Assessment
- Routine Environmental Assessment
- Categorical Exclusion without required technical studies.
- Categorical Exclusion with required technical studies

(if Categorical Exclusion is selected, check one of the following):

- Section 23 USC 326
- 23 CFR 771 activity (c) (____)
- 23 CFR 771 activity (d) (____)
- Activity _____ listed in the Section 23 USC 326
- Section 23 USC 327

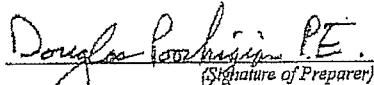
F. Public Availability and Public Hearing

Check as applicable:

- Not Required
- Notice of Availability of Environmental Document
- Public Meeting
- Notice of Opportunity for a Public Hearing
- Public Hearing Required

G. Signatures

Local Agency Staff and/or Consultant Signature

 PE. _____ 4/22/2013 (831) 755-4888
(Signature of Preparer) *(Date)* *(Telephone No.)*

Douglas Pochini PE.
(Name)

Local Agency Project Engineer Signature

This document was prepared under my supervision, according to the *Local Assistance Procedures Manual*, Exhibit 6-B, "Instructions for Completing the Preliminary Environmental Study Form."

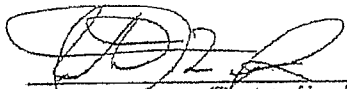
 _____ 4/22/13 821.755.8763
(Signature of Local Agency) *(Date)* *(Telephone No.)*

Exhibit 6-A

Local Assistance Procedures Manual

Preliminary Environmental Study (PES) Form

Caltrans District Professionally Qualified Staff (PQS) Signature

- Project does not meet definition of an "undertaking"; no further review is necessary under Section 106 ("No" Section A, #35).
- Project is limited to the type of activity listed in Attachment 2 of the Section 106 PA and based on the information provided in the PES Form, the project does not have the potential to affect historic properties ("No" Section A, #35).
- Project is limited to the type of activity listed in Attachment 2 of the Section 106 PA, but the following additional procedures or information is needed to determine the potential for effect ("To Be Determined" Section A, #35):
 - Records Search _____ _____ _____
- Project meets the definition of an "undertaking"; all properties in the project area are exempt from evaluation per Attachment 4 of the Section 106 PA ("No" Section A, #35).
- The proposed undertaking is considered to have the potential to affect historic properties; further studies for 106 compliance are indicated in Sections B, C, and D of this PES Form ("Yes" Section A, #35).

Kelala Wilt

(Signature of Professionally Qualified Staff)

5/10/13

(Date)

805/542-4697

(Telephone No.)

The following signatures are required for all CEAs, routine and complex EAs, and EISs:

Caltrans District Senior Environmental Planner (or Designee) and DLAE Signatures

I have reviewed this Preliminary Environmental Study (PES) Form and determined that the submittal is complete and sufficient. I concur with the studies to be performed and the recommended NEPA Class of Action.

D. S. G. V. M.

(Signature of Senior Environmental Planner or Designee)

4/22/13

(Date)

805/542-4688

(Telephone No.)

DANIEL LA V...

(Name)

Ken...

(Signature of District Local Assistance Engineer or Designee)

4/22/13

(Date)

805-542-4686

(Telephone No.)

Ken...

(Name)

HQ DEA Environmental Coordinator concurrence _____ . Email concurrence attached.
(date)

EXHIBIT A-2 -- SCOPE OF SERVICES/PAYMENT PROVISIONS

LSA ASSOCIATES, INC.

Davis Road Bridge Replacement and Road Widening Project Budget Amendment for Updated Scope of Work Environmental Services (EIR-EA) 2013 Revised Build Alternative 1700 Ft Bridge Design

Task	Task Description	LSA Labor Classifications & Hourly Billing Rates							Total Hours by Task	Direct Cost	Total Costs by Task
		Principal \$200	Senior Planner \$170	Associate/Analyst \$105	Graphics/GIS \$100	VP/Clerical \$80	Total Hours by Task	Direct Cost			
HBRR-Funded Tasks											
1.0	Project Re-Initiation	8	55	36	1	1	101	\$100	\$15,010		
2.0	Project Management/Meetings	16	152	0	0	4	172	\$2,500	\$31,860		
3.0 Technical Reports											
3.1	Biology - NES+BA	12	24	156	28	10	230	\$1,500	\$27,960		
3.2	Cultural Resources	20	64	558	95	12	749	\$6,030	\$89,960		
3.3	Hazardous Waste ISA*	2	4	4	0	0	10	\$4,400	\$5,900		
3.4	Visual Impact Assessment*	2	10	0	0	0	12	\$14,130	\$16,230		
3.5	Summary Floodplain Encroachment	2	42	0	8	12	64	\$0	\$9,300		
3.6	Farmland Impact Analysis	2	32	16	25	8	83	\$100	\$10,760		
3.7	Water Quality Assessment	4	80	0	8	20	112	\$300	\$17,100		
3.8	Noise	3	3	55	18	14	93	\$2,000	\$11,805		
4.0 CEQA-NEPA Documentation											
4.1	Purpose and Need	2	8	10	0	0	20	\$0	\$2,810		
4.2	NOP + Initial Study Checklist	1	8	16	2	3	30	\$500	\$4,180		
4.3	Public Scoping Meeting and Report	1	8	10	6	2	27	\$300	\$3,670		
4.4	Admin Draft EIR-EA	8	50	175	35	30	298	\$200	\$34,575		
4.5	Second Admin Draft EIR-EA	3	30	50	8	8	99	\$100	\$12,490		
4.6	DEIR-EA for Approval to Circulate	3	16	24	5	4	52	\$50	\$6,710		
4.7	Public Review Period DEIR-EA	1	6	10	8	4	29	\$3,500	\$6,890		
4.8	Public Hearing/Meeting	2	16	30	8	0	56	\$200	\$7,270		
4.9	Responses to Comments	4	20	30	8	16	78	\$400	\$9,830		
4.10	MMRP-ECR	1	4	12	0	3	20	\$0	\$2,380		
4.11	Findings and Statement of Overriding Cons	2	12	25	2	4	45	\$0	\$5,585		
4.12	Final EIR-EA-FONSI	4	16	35	4	8	67	\$2,500	\$10,735		
TOTAL HOURS		103	660	1252	269	163	2447	\$38,810	\$343,010		

Budget Amendment

Optional Tasks (HBRR/NEPA)

Revised Prog Protocols Surveys	4	2	58	0	0	64	\$2,000	\$9,230
Administrative Record (EIR-EA)	2	24	50	0	8	84	\$500	\$10,870
TOTAL HOURS (HBRR/NEPA)	109	686	1360	269	171	2495	\$4,510	\$163,100

*Note: Task 3.3 direct costs are for subconsultant Earth Systems Pacific; and Task 3.4 and 6.4 direct costs are for DBE subconsultant Vallier Design Associates.

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Davis Road Bridge Replacement and Road Widening Project
 Budget Amendment for Updated Scope of Work Environmental Services (EIR-EA) 2013
 Revised Build Alternative 1700 Ft Bridge Design

LSA ASSOCIATES, INC.

Task	Task Description	LSA Labor Classifications & Hourly Billing Rates							Total Hours by Task	Direct Cost by Task	Total Costs by Task
		Principal \$200	Senior Planner \$170	Associate/Analyst \$105	Graphics/GIS \$100	VP/Clerical \$80	by Task	by Task			
Locally Funded CEQA Tasks											
5.0	Project Re-Initiation, Meetings/Management, NOP, and Scoping Meeting	5	50	20	7	1	83		\$0	\$12,380	
5.1	Project Re-Initiation	0	0	0	0	0	0		\$0	\$0	
5.2	Project Management/Meetings	3	10	26	0	3	42		\$500	\$5,770	
5.3	Notice of Preparation/IS.	1	8	8	10	2	29		\$375	\$3,935	
5.4	Public Scoping Meeting										
6.0	Locally Funded Technical Studies										
6.1	Biological Resources	0	0	0	0	0	0		\$0	\$0	
6.2	Cultural Resources	0	0	0	0	0	0		\$0	\$0	
6.3	Hazardous Waste	0	0	0	0	0	0		\$0	\$0	
6.4	Visual Impact Analysis	0	0	0	0	0	0		\$0	\$0	
6.5	Fairland Impact Analysis	0	0	0	0	0	0		\$0	\$0	
6.6	Water Quality	0	12	0	0	0	12		\$0	\$2,040	
6.7	Air Quality Analysis	4	4	20	0	2	30		\$0	\$3,740	
6.8	Noise Analysis	0	0	0	0	0	0		\$0	\$0	
7.0	CEQA-NEPA Documentation										
7.1	Prepare Admin Draft EIR-EA	0	10	0	0	0	10		\$0	\$1,700	
7.2	Prepare 2nd Draft Admin EIR-EA	3	0	10	0	0	13		\$0	\$1,650	
7.3	Prepare Draft EIR-EA for Public Review	3	0	0	0	0	3		\$0	\$600	
7.4	Public Review of Draft EIR-EA	1	8	0	0	2	11		\$3,000	\$4,720	
7.5	Responses to Comments *	2	0	0	0	0	2		\$400	\$800	
7.6	MMRP-ECR	1	4	12	0	3	20		\$100	\$2,480	
7.7	CEQA Findings and Final EIR-EA	2	12	25	4	8	51		\$1,000	\$7,105	
Optional Task											
	Paleontological Resources Study	2	4	18	4	4	32		\$150	\$2,840	
TOTAL HOURS		27	122	139	25	25	338		\$5,525	\$50,760	
Amendment											
TOTAL HOURS (NEPA & CEQA)		136	808	1499	294	196	2933		\$46,855	\$413,870	
Includes Optional Tasks											

Optional tasks described in Exhibit A-2, Scope of Services/Payment Provisions of the Agreement shall not be provided unless authorized in writing by the County's Project Manager prior to optional tasks being provided.

[Signature]
 (Contractor's Initials)
 11/15/14
 (Date)

LSA ASSOCIATES, INC.

HOURLY BILLING RATES EFFECTIVE JUNE 2013

Job Classification							Hourly Rate Range ^{1,2}
Planning	Environmental	Transportation	Air/Noise	Cultural Resources	Biology	GIS	Hourly Rate Range ^{1,2}
Principal Associate	Principal Associate	Principal Associate	Principal Associate	Principal Associate	Principal Associate	Principal Associate	\$125-300
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist	Senior Cultural Resources Manager	Senior Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Senior GIS Specialist	\$85-200 \$85-175
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist	Cultural Resources Manager	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	GIS Specialist	\$70-125
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Assistant GIS Specialist	\$55-90
Field Services							
Senior Field Crew/Field Crew							\$50-85
Office Services							
Research Assistant/Technician							\$35-60
Graphics							\$90-120
Office Assistant							\$60-90
Word Processing/Technical Editing							\$75-95

¹ The hourly rate for work involving actual expenses in court, giving depositions or similar expert testimony, will be billed at \$400 per hour regardless of job classifications.

² Hourly rates are subject to review at least annually, on or about June 1 of each year, and may be adjusted to reflect changing labor costs at LSA's discretion at that time.

Client#: 652

LSAASSOCI1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/25/2013

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
510 465-3090

RECEIVED
OCT 02 2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
LSA Associates, Inc. PUBLIC WORKS - ADMIN
20 Executive Park, Suite 200,
Irvine, CA 92614

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: Hartford Fire Ins. Co.	19682	
INSURER B: Travelers Property Casualty Co	25674	
INSURER C: Catlin Specialty Ins. Co.		
INSURER D: Hartford Casualty Insurance Co.	29424	
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="checked" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="checked" type="checkbox"/> BI/PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="checked" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	57CESOF4492	09/30/13	09/30/14	EACH OCCURRENCE	\$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$300,000	
	MED EXP (Any one person)				\$10,000	
	PERSONAL & ADV INJURY				\$1,000,000	
	GENERAL AGGREGATE				\$2,000,000	
	PRODUCTS - COMP/OP AGG				\$2,000,000	
D	AUTOMOBILE LIABILITY <input checked="checked" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="checked" type="checkbox"/> HIRED AUTOS <input checked="checked" type="checkbox"/> NON-OWNED AUTOS	57UUNIF1488	09/30/13	09/30/14	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	BODILY INJURY (Per person)				\$	
	BODILY INJURY (Per accident)				\$	
	PROPERTY DAMAGE (Per accident)				\$	
	AUTO ONLY - EA ACCIDENT				\$	
	OTHER THAN AUTO ONLY: EA ACC				\$	
	AGG				\$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO					
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$					
	B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB3946T78A	09/30/13	09/30/14	<input checked="checked" type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER
E.L. EACH ACCIDENT					\$1,000,000	
E.L. DISEASE - EA EMPLOYEE					\$1,000,000	
E.L. DISEASE - POLICY LIMIT					\$1,000,000	
C OTHER Professional Liability	CPV6710060914	09/30/13	09/30/14	\$2,000,000 per claim \$4,000,000 annl aggr.		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

General Liability Excludes Claims Arising Out of the Performance of Professional Services.

Project: Davis Road Bridge. County of Monterey, its Officers, Agents, Officers and Employees are additional insureds to General & Automobile Liability per policy form wording. Such insurance is Primary & Non-Contributory. See attachments.

CERTIFICATE HOLDER

County of Monterey
Resource Management Agency
Attn: Dalia Mariscal
168 W. Alisal Street, 2nd Floor
Salinas, CA 93901-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~SEND~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~XXXXXX~~

AUTHORIZED REPRESENTATIVE

Julie La Nelson

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Location(s) Of Covered Operations

Schedule Cont.: The County of Monterey, its Officers, Agents and Employees

County of Monterey
Resource Management Agency
Attn: Dalia Mariscal
168 W. Alisal Street, 2nd Floor

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

**Location And Description Of Completed
Operations**

Schedule Cont.: The County of Monterey, its Officers, Agents and Employees

County of Monterey

Resource Management Agency

Attn: Dalia Mariscal

168 W. Alisal Street, 2nd Floor

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - OPTION III

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) Or Location(s) Of Covered Operations:
Any person or organization with whom you have agreed in a written contract, agreement, or permit to include as an additional insured on a primary/non-contributory basis.	All projects or locations covered under this policy
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Subparagraph f., **Any Other Party**, under the **Additional Insureds When Required By Written Contract, Written Agreement Or Permit Paragraph of Section II – Who Is An Insured** is replaced for any other person or organization not described under subparagraphs a. through e., but only with respect to the additional insured person(s) or organization(s) shown in the Schedule above when you have agreed in a written contract or written agreement to provide insurance such as is afforded under this policy for such person(s) or organization(s).

This coverage is provided only to the extent that such person or organization is liable for "bodily injury", "property damage" or "personal and advertising injury" caused by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;
2. In connection with your premises owned by or rented to you and shown in the Schedule; or

3. In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:

- a. The written contract or agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and
- b. This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

B. The insurance afforded to the additional insured shown in the Schedule applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to the execution of such written contract or written agreement; and

3. Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.

C. With respect to the insurance afforded to the person(s) or organizations(s) who are additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
2. Supervisory, inspection, architectural or engineering activities.

All other terms and conditions in the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

County of Monterey
Resource Management Agency
Attn: Dalia Mariscal
168 W. Alisal Street, 2nd Floor

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership, joint venture or limited liability company
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

a. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. \$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,

CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos damaged in any one "loss", the most we will pay under this Hybrid Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.