

# Attachment J

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

**Agreement No: A-11286**

- a. Approve a Professional Services Agreement with Wood Rodgers, Inc. )  
to provide environmental documentation and plans, specifications, and )  
engineer's estimate for the Monterey Bay Sanctuary Scenic Trail - Moss )  
Landing Segment, Project No. 866865, in an amount not to exceed )  
\$1,048,896 for a term through December 30, 2011; and )  
b. Authorize the Contracts/Purchasing Officer to execute the Agreement )  
and future amendments that do not significantly alter the scope of work )  
or change the approved Agreement amount. )

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

- a. Approved a Professional Services Agreement with Wood Rodgers, Inc. to provide environmental documentation and plans, specifications, and engineer's estimate for the Monterey Bay Sanctuary Scenic Trail - Moss Landing Segment, Project No. 866865, in an amount not to exceed \$1,048,896 for a term through December 30, 2011; and  
b. Authorized the Contracts/Purchasing Officer to execute the Agreement and future amendments that do not significantly alter the scope of work or change the approved Agreement amount.

PASSED AND ADOPTED this 23<sup>rd</sup> day of September, 2008, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Mettee-McCutcheon, Potter

NOES: None

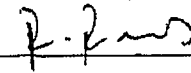
ABSENT: None

I, Nicholas E. Chiulos, Interim Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 74 for the meeting on September 23, 2008.

Dated: September 24, 2008

Nicholas E. Chiulos, Interim Clerk of the Board of  
Supervisors County of Monterey, State of California

By



Deputy

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES**  
**(MORE THAN \$100,000)\***

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and Wood Rodgers, Inc., (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows: Provide environmental documentation and plans, specifications, and engineer's estimate for the Monterey Bay Sanctuary Scenic Trail - Moss Landing Segment.
2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$1,048,896.04.
3. **TERM OF AGREEMENT.** The term of this Agreement is from October 1, 2008 to December 30, 2011, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

<b>Exhibit A</b>	<b>Scope of Services/Payment Provisions</b>
<b>Exhibit B</b>	<b>Federal Provisions</b>

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except, as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

\*Approved by County Board of Supervisors on \_\_\_\_\_.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis, for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

~~8. INDEMNIFICATION. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement. See Page 2A of 8 of the Professional Services Agreement (PSA), Insert to Section 8 of the PSA.~~

9. INSURANCE.

9.01. Evidence of Coverage: Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

## 6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis, for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

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7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

~~8. INDEMNIFICATION. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement. See Page 2A of 8 of the Professional Services Agreement (PSA), Insert to Section 8 of the PSA.~~

## 9. INSURANCE.

9.01. Evidence of Coverage: Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed, The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES**

The following language is inserted to Section 8 of the Professional Services Agreement between the County of Monterey and Wood Rodgers, Inc.:

**8. INDEMNIFICATION**

To the fullest extent permitted by law, including California Civil Code sections 2782 and 2782.8, CONTRACTOR shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, agents, and employees, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of CONTRACTOR or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify the County, its officers, agents, and employees, shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of the County, its officers, agents, and employees. To the extent there is an obligation to indemnify under this Paragraph, CONTRACTOR shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from CONTRACTOR's negligence, recklessness, or willful misconduct.

9.02 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

9.04. Other Insurance Requirements: All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.



Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 3710 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

#### 10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County-to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit, exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, *including, but not limited to, 48 Code of Federal Regulations (CFR), Chapter 1, Part 31, and 49 CFR, Part 18*, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Dalia M. Mariscal, Management Analyst II Name and Title	Ali A. Hemmati, P.E., Principal Name and Title
County of Monterey Resource Management Agency 168 West Alisal Street, 2 <sup>nd</sup> Floor Salinas, CA 93901 Address	Wood Rodgers, Inc. 3301 C Street, Building 100-B Sacramento, CA 95816 Address
(831) 755-8966 Phone	(916) 440-9519 Phone

**15. MISCELLANEOUS PROVISIONS.**

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services,

15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

**This space is left blank, intentionally.**

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: [Signature]  
Contracts/Purchasing Officer

Date: 10 27 08

By: \_\_\_\_\_  
Department Head (if applicable)

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

Approved as to Form

By: [Signature]  
Assistant County Counsel

Date: 2/28/08

Approved as to Fiscal Provisions

By: [Signature]  
Auditor/Controller

Date: 9-3-08

Approved as to ~~Liability Provisions~~  
RISK MANAGEMENT

By: \_\_\_\_\_  
APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE  
Risk Management

Date: By: See contractor signed  
Date: signature page

Wood Rodgers, Inc.  
Contractor's Business Name\*

By: \_\_\_\_\_  
(Signature of Chair, President, or  
Vice-President)\*

\_\_\_\_\_  
Name and Title

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

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

\_\_\_\_\_  
Name and Title

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

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup> Approval by Auditor/Controller is necessary only if changes are made in paragraph 6 or if changes are made in paragraph 2 by amendment.

<sup>2</sup> Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

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

By: \_\_\_\_\_  
Department Head (if applicable)  
Date: \_\_\_\_\_

Approved as to Form  
By: [Signature]  
Assistant County Counsel  
Date: 8/28/08

Approved as to Fiscal Provisions<sup>1</sup>  
By: \_\_\_\_\_  
Auditor/Controller  
Date: \_\_\_\_\_

RISK MANAGEMENT,  
COUNTY OF MONTEREY  
Approved as to Liability Provisions<sup>2</sup>  
By: \_\_\_\_\_  
APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE  
Risk Management  
Date: By: [Signature]  
Date: 9-4-08

Wood Rodgers, Inc.  
Contractor's Business Name\*

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

Mark Rodgers, Vice President  
Name and Title

Date: 2 Sept. 2008

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

Timothy R. Crush Secretary  
Name and Title

Date: 9/2/08

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<sup>1</sup> Approval by Auditor/Controller is necessary only if changes are made in paragraph 6 or if changes are made in paragraph 2 by amendment.  
<sup>2</sup> Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

**EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

Monterey Bay Sanctuary Scenic Trail  
Moss Landing Segment  
Scope of Services

  
WOOD RODGERS  
3/13/2008

**COUNTY OF MONTEREY  
MONTEREY BAY SANCTUARY SCENIC TRAIL  
MOSS LANDING SEGMENT  
ENVIRONMENTAL DOCUMENTATION  
AND  
PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE**

**SCOPE OF SERVICES**

*Revised March 13, 2008*

**PROJECT UNDERSTANDING**

The Monterey Bay Sanctuary Scenic Trail (MBSST) is a collaborative effort between public agencies, nonprofit organizations and the public, to construct a trail that would allow people to bicycle around Monterey Bay from Lovers Point in Pacific Grove to Wilder Ranch in Santa Cruz. The primary purpose of the Trail is to enhance appreciation and protection of the Monterey Bay National Marine Sanctuary by promoting public use and enjoyment at its shoreline. The Transportation Agency for Monterey County (TAMC) has developed a draft Monterey Bay Sanctuary Scenic Trail Master Plan (Master Plan) dated October 2006.

Wood Rodgers, Inc. prepared an Initial Engineering and Alternatives Analysis for the Moss Landing segment of the MBSST under contract to Monterey County in January 2008; a "roundtable" meeting organized by Congressman Sam Farr on January 24, 2008 with all of the agencies with responsibility for some aspect of the project selected "Alternative 1" of that report for further development. The Monterey County Department of Public Works is now preparing to proceed with the design and environmental clearance of the segment of the MBSST in Moss Landing and has requested a proposed scope and budget from Wood Rodgers for this work.

The subject segment of the proposed bicycle/pedestrian trail would run northward from Moss Landing Road near State Route 1 (SR-1) along the west side of SR-1, crossing Elkhorn Slough on a new bridge to join the existing segment of the MBSST adjacent to the North Harbor facilities of the Moss Landing Harbor District. The proposed trail segment is approximately 4,200 feet (0.80 mile) long, and would be constructed partly within State right of way for SR-1 and partially in easements from adjacent property owners.

This scope outlines the professional services necessary to further develop this project by obtaining environmental clearance and Caltrans and County approval of the design of the Moss Landing segment of the Trail, and the preparation of the construction contract documents. Since this project will involve the construction of less than \$3 million in improvements within the State right of way, the project can be constructed under an encroachment permit from Caltrans. The formal Caltrans project development procedures required for larger projects will not be applicable to this project. This work will involve the preparation of environmental technical studies and reports, and the appropriate environmental document. The final construction Plans, Specifications, and Estimate (PS&E) will require review and approval by Caltrans and issuance of an Encroachment Permit, since a significant portion of the project is to be constructed in the State right of way for Highway 1. It is anticipated that federal funds will be used for construction of the proposed project. Therefore, the

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project will comply with both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

### **PROJECT DESCRIPTION**

The 0.80-mile long project area is on the west side of State Route 1 (SR-1), between Moss Landing Road and the recently-completed section of trail just north of Elkhorn Slough at North Harbor, Moss Landing, Monterey County, California. The Project crosses Elkhorn Slough, near its entry to Monterey Bay, approximately 5 miles northwest of Castroville and 26 miles south of Santa Cruz. The project area consists of undeveloped, level to gently sloping terrain near Moss Landing Road in the southern portion of the project area, with a bluff near the intersection of SR-1 and Dolan Road. The Moss Landing Power Plant (now operated by Dynegy, formerly Duke Energy and originally PG&E) occupies the land east and west of the highway from this location northward to Elkhorn Slough. This area consists of a knoll, mostly on the west side of SR-1, which ends near the Elkhorn Slough bridge (Bridge #44-0074) with a steep bank to the water's edge. The remnants of the former alignment of SR-1 and the abutments of the original highway bridge across the slough are on the west side of the current SR-1 bridge across Elkhorn Slough. North of the approximately 350-foot-wide slough, the terrain is flat with a large paved parking area to the west of SR-1.

The Project proposes to construct a 0.80 mile (4,200 feet) portion of the Monterey Bay Sanctuary Scenic Trail (MBSST or Trail) through the Moss Landing area, between Moss Landing Road and the existing section of trail at North Harbor. The current route for bicycle and pedestrian traffic is on the shoulders of SR-1. A discussion of the concepts for each subsection making up this project segment follows.

### **Moss Landing Road to Dolan Road**

#### Station 59+00 to Station 70+00

This segment of the MBSST begins with an intersection on the north side of Moss Landing Road, about 150 feet west of the edge of traveled way of SR-1. Moss Landing Road to the west of this point will be the Trail route south of the subject segment of the MBSST. From Moss Landing Road to a point opposite Dolan Road, the slopes in the project area are gentle, so the trail can be constructed with minimal grading. No significant retaining structures would be required. This subsection is on parcel(s) which are part of the former National Refractories facility, now owned by REVX-173, LLC.

To the south of the access road to the former National Refractories seawater intake (about 900 feet north of Moss Landing Road), the trail would be constructed on the harbor (west) side of a line of trees. Some trees will require trimming and/or removal to provide space for the trail. For most of this subsection, the profile grade of the trail would be approximately 2% uphill towards the north. The trail would be well outside the clear recovery zone for SR-1 (defined as within 20 feet of the edge of traveled way), so guardrail or barrier will not be required to protect trail users from errant vehicles. The trail environment would be characterized by views the harbor.

#### Station 70+00 to Station 74+60

To the north of the access road to a point opposite Dolan Road, the trail must be closer to SR-1, due to steep terrain further west. Along most of this sub-section the edge of the trail can be at least 20



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feet away from the traveled way of SR-1, so guardrail or barrier between the trail and the highway should not be required. An easement from the property owner (REVX-173, LLC) will need to be obtained to construct this subsection.

### **Past Moss Landing Power Plant**

Station 74+60 to Station 81+50

North of Dolan Road, along the southern seawater intake facility for the Moss Landing Power Plant, the trail can be constructed to the west of the existing metal beam guardrail, approximately 3 feet below the grade of the adjacent highway. Retaining walls will be required on either side of the trail, and the security fence for the seawater intake facility will be relocated onto the westerly retaining wall (see typical cross section in Attachment B). The profile grade in this area is nearly flat, and the transitions between the depressed grade of the trail and the driveways to the MLPP seawater intakes can be kept to a grade of less than 5%. An existing easement on the Moss Landing Power Plant property provides the necessary right of way for this subsection; that easement may need minor revisions.

Station 81+50 to Station 87+00

The subsection of the trail adjacent to the northern seawater intake facility for the power plant will require minimal grading, although a small, short retaining wall may be required towards the northern end of the subsection. The profile grade will be gentle. To separate the two-way trail from the adjacent southbound SR-1 lane, metal beam guardrail would be constructed. Although the existing 6-ft chain-link security fencing need not be relocated, the three strands of barbed wire extending outward on arms would be too close to bicyclists on the trail. Therefore, we assume that the existing fence would be replaced with 8-ft chain-link fence. The existing easement on the power plant property is sufficient for this subsection. It may be necessary to remove a small number of eucalyptus trees to provide sufficient width for the trail.

### **Knoll Area**

(Station 87+00 to Station 92+25)

To construct the trail past the knoll to the north of the northern seawater intake facility, the trail would turn to the west for approximately 100 feet to the top of a steep slope, then turn northward along the slope and descend to the north at a profile grade of not more than 5%. Retaining walls would be used to provide a bench sufficient for the trail along the steep western side of the knoll. Since the knoll area is highly sensitive for cultural resources, the retaining structures are planned to primarily retain imported fill material, thereby minimizing the amount of excavation into cultural deposits.

An existing fuel oil pipeline along the western side of the knoll provides a constraint on the trail alignment, since Moss Landing Power Plant staff has advised that the trail could not be constructed over the pipeline. The pipeline is underground north of Station 91+10; information regarding the location of the underground portion cannot be found by MLPP staff, so it will be necessary to locate the pipeline in the field. When the location of the underground portion of the pipeline is known, the alignment of the adjacent trail can be refined to minimize the excavation required to construct the trail. A line of eucalyptus trees just west of the oil pipeline will need to be trimmed, and some trees may need to be removed to provide sufficient width for the trail.

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We anticipate use of dry-stack masonry gravity walls (e.g., Keystone<sup>™</sup> or Versa-Lok<sup>™</sup>) to retain the soil, since that type of wall requires little excavation for footings, avoiding more extensive excavation that would impact potential archeological resources at the site. Where necessary, geogrids will be used in wall backfill to provide stability of tall walls. A wall with an exposed face up to 12 feet high is anticipated. Guard railing with a height of 4'-6" will be used to prevent accidental falls. Wood Rodgers will design/specify guard railing in consultation with Monterey County that will be durable and appropriate for the site. At about Station 92+00 the trail alignment crosses an existing drainage from a culvert outfall, so culvert(s) will be necessary to allow the water to pass under the trail. An existing 10-foot-wide public access easement on the power plant property does not align with any practical trail alignment, so must be revised for the construction of this "knoll" trail subsection. This is not anticipated to be difficult to negotiate, since power plant management is generally supportive of the trail project, so long as it does not adversely affect power plant operations or security.

### **Southern Approach to Elkhorn Slough Bridge** (Station 92+25 to 96+20)

North of the knoll, the trail can be constructed within State right of way on the old embankment that formerly supported SR-1 approaching Elkhorn Slough. The profile grade is proposed to be less than 1%. This subsection can be constructed with minimal grading, so construction costs and potential environmental impacts will be minimal. Some fill will be required toward the bridge, but is not anticipated to be extensive and will not extend to the waterline. Existing structures, including mooring bollards and a concrete masonry stormwater settling basin, can be avoided. The trail in this subsection would be entirely within existing State right of way.

### **Bridge Across Elkhorn Slough** (Station 96+20 to 100+00)

A new 380-ft-long bridge will be required to carry the trail across Elkhorn Slough. Wood Rodgers will apply the Caltrans Bridge Design Specifications that require an 85 pound per square foot pedestrian live load and check that the bridge can support a H10 vehicle loading. The new trail bridge would be constructed on the site of the former SR-1 bridge, just west of the existing SR-1 bridge, with a nearly flat profile. The bridge would be constructed entirely within existing State right of way. The new bridge abutments can be constructed behind the abandoned bridge abutments, so abutment construction will be straightforward; no fill in the harbor will be required. The intermediate bridge columns can be driven precast concrete piles, so dewatering and excavation in the Elkhorn Slough channel will not be required. The new pedestrian bridge soffit elevation will be set at or above the soffit elevation of the existing SR-1 bridge, and the columns will be aligned with those of the adjacent highway bridge to facilitate navigation by boats. The superstructure is planned to be constructed with precast slab elements, so construction can be fairly economical and rapid, and with minimal environmental impacts. Wood Rodgers will give attention to the structure configuration and member shapes to provide an aesthetically pleasing bridge that is compatible with the site. Railings on the bridge would be fabricated of either stainless steel or galvanized steel to minimize maintenance requirements.

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### **North Harbor Area**

(Station 100+00 to 101+00)

North of the bridge, approximately 100 feet of trail construction will be required to meet the existing section of the MBSST, which was constructed in 2007 along the North Harbor facilities of the Moss Landing Harbor District. Minimal grading will be required, and the area is already paved, so minimal environmental impacts are associated with this short subsection. Some fill will be required to raise the trail to the grade of the bridge, but is not anticipated to be extensive and will not extend to the shoreline. An existing temporary paved 5-ft-wide trail connection to the shoulder of southbound SR-1 (Station 101+50 to 103+00) will be removed by this project. All of the proposed work for this subsection is expected to be confined to the area of the old SR-1 alignment west of the current SR-1 and within 300 feet of the old SR-1 bridge north abutment, within existing State right of way.

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### SCOPE OF WORK

The Wood Rodgers Team will prepare the environmental documentation and project construction documents (plans, specifications and engineer's estimate) to obtain Monterey County and Caltrans approval of the project features through the following tasks:

#### PROJECT MANAGEMENT

Project management will be a continuous activity and will commence with the receipt of the Notice to Proceed and will continue through submittal of the final project deliverables. We assume that the environmental documentation phase of project development will take approximately 23 months, and the final design (PS&E) and permitting of the project will require an additional 10 months. If the actual project duration exceeds these times, the scope and budget may require modification to include additional project management activities. Key elements of our project management program include regular progress reports and meetings with Monterey County, work progress direction and monitoring, coordination, and communications. All coordination will be with the Monterey County Project Manager. The Wood Rodgers Project Manager will monitor and direct work activities on this project in accordance with the contracted work scope, schedule, and budget.

*Kick-off and Project Development Team Meetings:* A project kick-off meeting will be scheduled as soon as practical after Notice to Proceed. This meeting should include representatives of Monterey County, Caltrans District 5, Wood Rodgers, and subconsultants, who will constitute the Project Development Team (PDT). Other organizations (e.g., TAMC or other interested agencies) may also attend as appropriate. This meeting will be used to establish lines of communication, review the project scope of work, finalize the schedule, and identify key project goals and issues.

During the environmental documentation phase of project development, PDT meetings will be held as required to discuss project issues, work progress, budget status, and key project tasks. A total of four PDT meetings are anticipated during the development of the environmental documentation phase. LSA Associates will attend up to three of these meetings, including the project kickoff meeting and two progress meetings. Wood Rodgers will prepare the meeting agendas in consultation with the County's Project Manager, distribute the agenda prior to the meeting, arrange for appropriate participants to attend, and prepare and distribute the meeting minutes to the participants within five days after the meeting.

During the Design phase of project development, PDT meetings will be held as required to discuss project issues and design details, work progress, budget status, and key project tasks. A total of four meetings are anticipated during the Design phase.

*Project Schedule:* Wood Rodgers will develop and maintain a comprehensive Critical Path Method (CPM) schedule for the project development process. A global CPM schedule will be prepared for all tasks necessary to take the project through to Construction. This schedule will be updated once a month or as necessary to show the master schedule and the actual progress schedule. The schedule will be in Gantt format.

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*Oversight, Progress Reporting, etc.:* Wood Rodgers' project management program includes regular progress reports, work progress monitoring and cost control, coordination, and communication. This task includes project management for a project schedule of up to 33 months from the Notice to Proceed. If the project schedule exceeds 33 months, the budget may need to be modified accordingly. Wood Rodgers' Project Manager is responsible for providing oversight and the controls necessary to ensure that assignments are completed within the budget and schedule for development of the Environmental Documentation and Project Report for this project. Once project protocol is defined, the Wood Rodgers Project Manager will maintain close contact with the County of Monterey's Project Manager and the members of the Wood Rodgers Project Team. The Project Managers will act as the principal liaison between the County and the Project Team.

Written progress reports will be submitted monthly to the County of Monterey with monthly invoices. These progress reports will present work progress by project activity/task. Progress will be presented by comparison of work hours expended to estimated work product completed and the baseline project schedule. This report will include a discussion of issues requiring action or decisions that may impact project deliverables, schedule and budget, and anticipated work for the following month.

*Quality Assurance/Quality Control:* Quality Assurance (QA) at Wood Rodgers is a project-wide approach that establishes and oversees policies, procedures, standards and guidelines aimed at producing an acceptable level of quality. Quality Control (QC) consists of task specific activities that apply the QA policies at each level to maintain an acceptable level of quality through the application of sound project management, guidance and review. Our approach to QA/QC, combined with active coordination early in the analysis and design process with the County and third party interests will ensure that project requirements are met, thus avoiding costly design iterations, contract addenda, and change orders.

Prior to the submittal of any draft or final document to the County, a senior staff engineer will complete a QA/QC review. The reviewer will verify that the documents are prepared in conformance with the contract requirements and generally accepted professional standards of engineering. Wood Rodgers' Project Manager has the general responsibility for ensuring that all elements of the QA/QC are complied with, including that adequate resources are available to perform quality work. Each and every team member is responsible for ensuring quality as an integral part of his/her project responsibility. The senior staff review is an additional check, the final QC review prior to making a submittal.

### **MILESTONE 1 – PROJECT DEFINITION**

The Wood Rodgers team will refine the "Alternative 1" alignment of the trail selected in January 2008 for the project as additional detailed information is developed through site surveys and environmental studies. This engineering analysis will occur in parallel with the development of the environmental documentation, since information from the engineering technical studies will be needed to properly evaluate the environmental impacts of the project.

The following tasks are required for the definition of the Project:

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### **Task 1.1: Surveys and Base Mapping**

Wood Rodgers will provide aerial photography, aerial topographic mapping and supplemental field surveys for the project site. The project survey limits will be west of State Route 1 from Moss Landing Road to 400 feet north of the north shoreline of Elkhorn Slough. The field survey area will consist of a swath approximately 200' wide and will include the western edge of State Route 1 pavement. This task will provide mapping to support the environmental analysis, and base mapping for the final design and construction plans for the project. This scope does not include an underwater bottom survey along the alignment of the proposed bridge over the Elkhorn Slough. The depth and underwater soil characteristics of this area will be detailed by "As-built" plans for the dredging recently completed by the Moss Landing Harbor District, as available, and the geotechnical investigation. Wood Rodgers will perform the following surveying and mapping tasks:

#### Task 1.1.1 - Aerial Photogrammetry

Wood Rodgers will provide aerial photogrammetry for the project mapping area and provide a digital color orthographic photograph that will meet National Map Accuracy Standards.

#### Task 1.1.2 - Supplemental Topographic Field Surveys

Wood Rodgers will perform a conventional field survey to acquire critical surface features such as surface features of underground utilities, tree locations, drainage-inlets, flow lines of storm drains accessible from inlets or outfalls, and flow lines of drainage areas. The underground portion of the oil pipeline north of the northern seawater intake of the Moss Landing Power Plant will be located. No other subterranean information will be acquired. Cross-sections at 50-foot intervals will be surveyed from the edge of SR-1 to the shoreline.

#### Task 1.1.3 - Aerial Topographic Mapping

The aerial photogrammetry and field surveys will be compiled into topographic mapping with a one-foot contour interval at a horizontal scale of 1" = 40' to National Mapping Standards accuracy.

#### Task 1.1.4 – Right of Way Base Mapping

The Assessor's Parcels within and adjacent to the project study area will be identified, labeled and cataloged in a database for the project. This information will be derived from Monterey County's tax roll information, and Preliminary Title Reports to be supplied by the County.

Wood Rodgers will prepare a Cadastral (property) base map for the project area. This will be based on Caltrans right of way record maps and adjacent affected properties will be shown from record information available from the County Recorders such as Record Maps and Grant Deeds. (Land and water boundaries owned by the State of California would need extensive research and coordination to determine the sovereign boundaries of the State of California; this is not included in this scope of work)

Assessor's Parcel Numbers will be shown for each parcel in the base map as text. (no linked attribute information). The topographic mapping with a one-foot contour interval will be a screened background component of the Cadastral Base Map at a scale of 1" = 40'.

#### Deliverables:

- a) Project Mapping
- b) Digital color ortho-photograph of project area
- c) Survey notes

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### **Task 1.2: Bridge & Retaining Walls Foundation Report**

Parikh Consultants, Inc. (PCI) will evaluate foundation conditions for the proposed bridge at Elkhorn Slough and dry-stack precast concrete retaining walls at the Knoll area and soldier pile retaining walls at the Moss Landing Power Plant southern seawater intake. The geotechnical effort will be focused on these structures.

PCI has reviewed the as-built log of test borings for the Caltrans bridge structure (#44-74) at Elkhorn Slough. PCI can use a significant amount of this data and specifically the borings within the water. However, two borings are proposed to collect current data and conduct laboratory testing on samples for liquefaction analyses. It should be noted that the subsurface soils in the area have been subject to liquefaction and this can have a significant impact on structures. Also, recent studies and published opinions have taken a different perspective/approach on the analyses (and potential for such occurrences) and therefore the structure design will need to include feasible mitigations.

The effort to evaluate foundation conditions for the structures will be broken down as follows:

#### Task 1.2.1: Research and Data Collection

PCI will review readily available geologic and soil literature in the vicinity of the site including review of as-built drawings and existing LOTB for adjacent structures.

#### Task 1.2.2: Permits/USA Clearances

PCI will comply with Caltrans Encroachment Permit requirements for any work to be performed in the State right of way. No other permits are anticipated to be required if the borings are drilled on land. PCI will obtain mark out from Underground Service Alert for the proposed boring locations to assure clearance from underground utility facilities.

#### Task 1.2.3: Field Exploration

Following is the summary table for the proposed boring program. These explorations will provide an evaluation of subsurface conditions for the proposed structures.

<i>Project Element</i>	<i>Number of Borings</i>	<i>Approximate Depths</i>
Elkhorn Slough Trail Bridge	2	90'
Retaining Walls at Knoll Area	3	30'
Retaining Walls at Power Plant	3	30'

The boring locations will depend upon the available access and the boring data from previous studies. PCI anticipates using a rotary wash drill rig for the bridge and portable drill rig for the retaining walls. Traffic control is anticipated for the completion of this task.

PCI will classify and continuously log subsurface soil conditions encountered in each test boring at the time of drilling. PCI will also obtain "relatively undisturbed" and bulk samples of substrata from test borings. The borings will be drilled and capped in accordance with the permit requirements.

#### Task 1.2.4: Laboratory Testing

Perform laboratory tests on representative soil samples such as moisture density, unconfined compression, gradation analyses, corrosion tests and Plasticity Index test, as necessary.

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### Task 1.2.5: Soils Analysis/Evaluation

Perform engineering analyses and develop design recommendations for the proposed foundations.

### Task 1.2.6: Prepare Draft Foundation Memo (Type Selection Letter)

Prepare preliminary recommendations for foundations and provide a memo for the preparation of the Type Selection Report with the LOTB.

### Task 1.2.7: Prepare Final Foundation Reports

PCI will prepare a detailed report including design recommendations for foundation types and footing elevations lateral design capacities, pile foundation recommendations or spread footings.

- Discuss seismic considerations, evaluate the liquefaction potential and comment on the site soil conditions from this standpoint. Information related to Caltrans Seismic design criteria (SDC v 1.4) such as depth to rock like material, etc. shall be provided.
- Prepare a final Foundation report.
- Using a structure general plan provided by Wood Rodgers as a base map, PCI will provide boring logs.

### Task 1.2.8: Design Review Consultation through Final Design

PCI will be available to provide consultation regarding geotechnical matters to Wood Rodgers and Monterey County during preparation of project construction documents.

#### Deliverables:

- a) Bridge & Retaining Walls Foundation Report (5 copies)
- b) Memo for Type Selection Report (5 copies)

### **Task 1.3: Identify Utility Relocation Requirements**

Wood Rodgers will compile information regarding potentially-affected utility facilities immediately upon receipt of a written notice to proceed. During analysis of project alternatives, we will contact the utility owners and request their latest utility facility maps and provide them with an exhibit of the various alignment alternatives for the project with utility facilities shown so that they can verify the location of their facilities, any impacts to their facilities can be identified and/or they can make appropriate plans for their facilities. Wood Rodgers will update utility facility in the project base mapping in accordance with any updated information supplied by the utility owners. Two exhibits showing the utility information gathered will be provided to each utility owner as an attachment to the transmittal letter. The letter will request that utility owners verify any utility conflicts with proposed improvements and indicate whether any future utility facilities are proposed in the area. A copy of the utility data obtained from utility owners will be provided to the County and the original will be kept in the project files.

#### Deliverables:

- a) 5 copies of utility impact plans.
- b) Letter report on utility issues.

### **Task 1.4: Geometric Approval Drawing**

Based upon the Alternative 1 alignment from the Initial Engineering Report, Wood Rodgers will



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prepare a Geometric Approval Drawing (GAD). The GAD will include layouts, profiles, and typical cross-sections as necessary to obtain County concurrence with the proposed design. The goal will be to verify the Project Impact Area map for Environmental Document preparation and PS&E development.

### Deliverables:

- a) GAD (5 copies)

### **Task 1.5 Prepare Bridge Type Selection Report and General Plan**

Using the site seismic and foundation parameters developed by Parikh Consultants for the bridge at Elkhorn Slough, Wood Rodgers will prepare a Bridge Type Selection Report. The report will contain all necessary information that will lead to the selection of the main features of the bridge and to establish the basis upon which the final structures design will proceed. Selection of the best structure type alternative will be based on several factors; requirements to be considered include:

1. Construction cost
2. Site requirements (topography, navigability, ADA grade requirements, etc.)
3. Safety (during construction and in operation)
4. Structural (foundation conditions, seismic considerations)
5. Environmental (impacts on sensitive biological or cultural resources)
6. Aesthetics (compatibility with surroundings, architectural or aesthetic treatments of textures and railing style, consideration of lighting)
7. Construction (ease of construction, falsework, duration, season)
8. Hydraulics (stream flow, bank and pier protection,)
9. Life cycle costs (maintenance, durability)
10. Other (commitments to officials and community, conformance to the Master Plan)

These items will be discussed in the Type Selection Strategy Memo for the bridge. Based on factors such as cost, bridge serviceability and the ease of construction, the more reasonable of the bridge alternatives will be recommended to the County in this memo. A General Plan will be presented to Monterey County and Caltrans for the recommended alternative.

### Deliverables:

- a) Bridge Type Selection Memo
- b) 24" x 36" Bridge General Plan (1"=20' scale)
- c) General Plan Estimate
- d) Vicinity Map.

### **Task 1.6: Type Selection Review Meeting**

Once the agencies have had the opportunity to review the Bridge Type Selection Memo and General Plan, a joint meeting between the County, Caltrans and the design team will be held. In this meeting, the recommendations included in the Bridge Types Selection Memo and the General Plan will be discussed. The goal of the meeting will be to reach gain concurrence on the recommended structure type. Following the meeting, Wood Rodgers will incorporate any revisions and distribute the final

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General Plan to the agencies involved with the structure. The General Plan approved by the County and Caltrans will constitute the 30% design, and will form the basis for the detailed design plans.

### Deliverables:

- a) Revised General Plan (if necessary)
- b) Revised Type Selection Memo (if necessary)

### **Task 1.7: Prepare Preliminary Cost Estimates**

Wood Rodgers will estimate quantities of work (e.g., earthwork, building materials, bridge, retaining walls) to construct the proposed project and will estimate the construction cost on the basis of contract prices paid for similar items of work on similar projects as reported in Caltrans' Contract Cost Data book. Cost estimates for environmental mitigation, right of way acquisition and utility relocation will also be incorporated in the preliminary cost estimate summary.

### Deliverables:

- a) Cost estimate (5 copies)

## **MILESTONE 2 – ENVIRONMENTAL DOCUMENT**

### *Anticipated Environmental Approval*

It is anticipated that the CEQA environmental documentation necessary for the proposed project will be a Mitigated Negative Declaration (MND) under Article 6, Section 15070. However, the type of documentation is dependent on the project's ultimate impact on jurisdictional waters, listed species, coastal resources, and adjacent facilities. The potential for impacts to these resources located within the project area cannot be accurately determined prior to completing environmental technical studies. If it is determined that there would be significant impacts to those resources even with the application of mitigation, a higher level CEQA document may be required.

Since federal funds are to be used to construct this project, it will be necessary to comply with the National Environmental Policy Act (NEPA) in addition to CEQA. It is anticipated that the NEPA environmental documentation would be a Categorical Exclusion (CE) if no significant environmental impacts are determined to result from the proposed project. If it is determined that there would be significant environmental impacts, a higher level NEPA document may be required. If a higher-level NEPA environmental document is required for the proposed project, the scope and budget would need to be modified accordingly.

### *Environmental Document Work Program*

The tasks identified below outline the work program identified in the Preliminary Environmental Studies (PES) conducted for the proposed project (Caltrans District 5, February 2006). The PES defined the proposed environmental scope of services and process for environmental clearance of the project under NEPA. The level of effort is based on a CE with required technical studies for NEPA clearance. Based on a review of existing project information, the level of effort for CEQA compliance is based on preparation of technical studies and a MND.

### **Task 2.1: Environmental Project Initiation & Caltrans Encroachment Permit**

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If requested, LSA will meet with Monterey County Department of Public Works (County) staff, Wood Rodgers, and Caltrans to discuss the project description, schedule, issues, and impacts of the project. During this task, LSA will review existing information and participate in a field review of the project site with the County and Caltrans (and the Federal Highway Administration [FHWA], if required). Because the project may impact coastal resources and because there is potential for sensitive biological resources to occur in the project vicinity (see Task 2.3.1), an LSA biologist, archaeologist and Project Manager will attend the field review meeting. LSA recommends that a Caltrans biologist and archaeologist also be invited to attend the field meeting.

Items needed for this task include: (1) base topographical map (1" = 200' or larger); (2) aerial photograph; (3) limits of work; (4) preliminary engineering plans and profiles in digital format (using ArcGIS or computer-aided drafting [CAD] software); and (5) any technical reports prepared for the project study area (e.g., Geotechnical Evaluation and a Hydraulics Study) in electronic format.

Preparation of technical studies listed below will require an Encroachment Permit from Caltrans for LSA's field work in the portion of the project within State right-of-way. LSA will prepare a Standard Encroachment Permit Application for Caltrans review and approval. LSA will submit the permit application form and coordinate with Caltrans for permit approval. A fee will be included with the application form.

### Deliverables:

- a) Caltrans Encroachment Permit Application
- b) Meeting Attendance & Notes

### **Task 2.2: Environmental Project Management and Meetings**

This task includes project management for a project schedule of up to 1 year from the Notice to Proceed. If the project schedule exceeds 1 year, the scope and budget may need to be modified accordingly. LSA will attend up to five meetings, including one project kickoff meeting as described above under Task 1, two progress meetings, and up to two public hearings.

### Deliverables:

- a) Meeting Attendance & Notes

### **Task 2.3: Environmental Technical Reports**

In accordance with Caltrans and FHWA current procedures and guidelines, LSA will prepare the required technical reports for the project in support of the CE/MND. The proposed scope of these environmental studies is consistent with the PES prepared by Caltrans (February 2006). The level of effort assumes two rounds of Caltrans review: the first round for major comments and the second round for minor cleanup (e.g., no substantial new work required). This scope and budget are based on an evaluation of the Alternative 1 alignment selected in January 2008 plus the No Build Alternative.

### Task 2.3.1: Natural Environment Study (NES)

LSA will prepare a NES in accordance with recent Caltrans guidelines (October, 2005). The NES describes the biological resources present in the project area and evaluates project effects on those resources. A key objective of the NES is to identify any special status plant or wildlife species or sensitive habitats that may be affected by the project.

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LSA will request a list of special status species from the United States Fish and Wildlife Service (USFWS) and will query the California Natural Diversity Data Base and California Native Plant Society online database. As part of this process, LSA biologists will informally coordinate with the California Department of Fish and Game (CDFG) and USFWS, as necessary, regarding the potential presence of special status species on the project site.

Numerous special status plants and animals occur in the general vicinity of the proposed trail and some may potentially occur within the proposed project area. The road shoulder and small, isolated strip of land between the highway and the harbor provides limited habitat for native wildlife and plants or sensitive communities such as wetlands. Listed species that are known from the immediate vicinity around the mouth of Elkhorn Slough include southern sea otter, tidewater goby, and California brown pelican. Other special status species that occur in the vicinity of the project site include western pond turtles and black legless lizards. Although they have been recorded from the vicinity of the project site, species such as California red-legged frog, Santa Cruz long-toed salamander, California tiger salamander, and burrowing owl are not expected to occur on the project site. This conclusion is based on the preliminary reconnaissance of the site conducted by LSA biologists during which time they observed no suitable habitat for these species in the isolated project area west of the highway. However, LSA will assess the presence of habitat for these and other special status species as part of the field surveys conducted for the NES and recommend species-specific surveys if necessary. Not all of these species are likely to be affected by the proposed trail project, but we will include such species in the assessment when habitat is present or the species are known to occur in the project area.

In addition to special status species, issues of marine mammal protection are also important in the Elkhorn Slough area. We will include an assessment of the impacts to marine mammals such as harbor seals and California sea lions in the assessment as well, although no surveys for these species are required as their presence in the area is well documented.

The project could result in the removal of several species of trees (primarily eucalyptus). If project plans determine that trees will be impacted, replacement will be required for the loss of any species considered important by the County. This scope assumes that the replacement of oaks and/or other trees, if necessary, will be included as part of the project (a project feature) and not as mitigation. If the replacement is treated as mitigation, a higher level of CEQA document may be required. LSA will work with the project team to identify suitable on-site, or if necessary, off-site planting areas to replace removed trees. Since the number of oak or other species of trees to be removed and the availability of suitable replacement sites are not known prior to the field surveys, it is not possible to accurately determine the level of effort needed to complete the task of finding suitable planting areas. Based on similar experiences on other County projects, we have budgeted 30 hours to assist the County in locating a suitable oak tree replacement area.

The proposed project could result in removal or damage of eel grass where the piers for the trail bridge over Elkhorn Slough would be placed adjacent to the existing road bridge. The National Marine Fisheries Service (NMFS) considers eel grass to be valuable habitat for marine life. LSA will research existing location data that may be available from the Harbor District and/or Monterey Bay Sanctuary (NOAA) for eel grass in the vicinity of the proposed bridge. Field reconnaissance to verify existing conditions for eel grass locations within the project impact footprint is included for one day for one biologist.

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LSA proposes to conduct the following field surveys:

- One (1) general field survey to map plant communities, assess habitat conditions, and evaluate potential impacts to sensitive biological resources from the proposed project will be conducted. Field data to be used in assessing habitat for listed and non-listed special status species will be gathered at this time. This will be conducted by a botanist and wildlife biologist.
- Three (3) 1-day focused plant surveys are proposed to identify special status plants that occur on the project site. The surveys will be conducted according to CDFG and USFWS guidelines and will be scheduled to ensure that special status plants that may occur on the project site are readily identifiable during the surveys. Plant communities will be mapped during the plant surveys. Two botanists will conduct each survey.
- A 2-day visit to perform a jurisdictional waters delineation of the project site to determine any areas potentially subject to regulation by the United States Army Corps of Engineers (Corps) and/or Central Coast Regional Water Quality Control Board. The limits of CDFG jurisdiction will also be delineated. A wetland specialist and botanist will conduct the survey. *Note the delineation should be considered preliminary until verified by the Corps.*
- A 2-day tree survey will be conducted. All trees located in the project area will be mapped and the size and species of the trees will be noted. Two biologists will conduct this survey.
- Three (3) 1-day, spring-time bird surveys will be conducted to assess the presence and nesting status of breeding birds such as tricolored blackbirds, California horned lark, and short-eared owl. The surveyors will also search for heron/egret rookeries during the survey. Two wildlife biologists will conduct each survey.
- Three one (1) day surveys for Black Legless Lizards will be conducted. Two wildlife biologists will conduct the surveys, assessing the site for presence of this species, including searching for sign. LSA will coordinate with the CDFG to develop a specific survey method for this species.

One or more of these surveys may be combined for efficiency with the resulting time savings passed on to the County. If suitable habitat for listed or non-listed special status species is present in the project area, LSA will recommend species-specific surveys to determine the presence or absence of the species. These surveys will be conducted under a separate scope and budget. Species-specific surveys will not be proposed for species such as southern sea otter or tidewater goby that are documented to occur in the project area. LSA would instead use existing information sources to document occurrences and develop mitigation measures for these species.

The results of the field studies will be documented in the NES. The NES will include a discussion of plant communities present on the project site, as well as a discussion of common plant and animal species occurring (or expected to occur) on the project site based on the communities present. A generalized vegetation map will be prepared showing plant community types as well as the locations of any sensitive biological resources identified. The results of the jurisdictional delineation will also be incorporated into the NES. The NES will include an assessment of project impacts on the biological resources present and recommended mitigation measures, where appropriate. Project

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impacts will be identified, and the significance of both direct and indirect impacts will be assessed on both a project level and a cumulative basis.

The project may affect federally threatened species as indicated in the Caltrans PES. Consequently, it may be necessary to prepare a Biological Assessment (BA) in accordance with Caltrans guidance (October 2005) to facilitate consultation with NOAA Fisheries and/or USFWS pursuant to Section 7 of the Endangered Species Act. For purposes of this scope, we are assuming it will be necessary to prepare a BA and are therefore including it in the permitting assistance task.

LSA will prepare the draft NES for submittal to Wood Rodgers and the County for review. Following the internal review, the draft NES will be prepared and submitted to Caltrans for review. Following revisions to the draft NES, the final NES will be prepared in conjunction with the draft BA. These two documents will then be submitted to Caltrans for review. Following revisions to the draft BA, the final BA will be prepared and submitted to Caltrans. Based on our experience working with Caltrans on projects requiring both an NES and a BA, this is the most efficient way to complete the process.

### Task 2.3.2: Cultural Resources Studies

The following cultural resources studies are needed for the Monterey County Public Works Department and Caltrans to comply with Section 106 of the National Historic Preservation Act, the *Programmatic Agreement Among The Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance With Section 106 of the National Historic Preservation Act* (2004). Caltrans is the lead agency for Section 106 compliance.

LSA will conduct a records search, background research, and archaeological and built environment field studies to prepare the following documents:

- Historic Property Survey Report
- Archaeological Survey Report
- Extended Phase I Plan & Report
- Archaeological Evaluation Plan & Report (CA-MNT-229)
- Historical Resources Evaluation Report (CA-MNT-2051H)
- California Department of Parks and Recreation form DPR 523 records for CA-MNT-229 and CA-MNT-2051H, and possibly updates for CA-MNT-235, CA-MNT-731/H, and CA-MNT-1467/H
- Finding of Effect (Optional)
- Memorandum of Agreement (Optional)
- Historic Property Treatment Plan (Optional)

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

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resource reports and records for Monterey County. This records search is needed for the ASR to comply with Caltrans standards that require records searches to be current.

- A literature review, as necessary, of archaeological, ethnographic, and historical publications and maps at historical archives and LSA will be done.
- If requested, LSA will participate in one field review meeting with County, Wood Rodgers, and Caltrans project personnel to discuss the proposed project.
- LSA will conduct a pedestrian survey of the APE.
- The Monterey County Historical Society and the Maritime Museum of Monterey will be contacted for any information or concerns they may have about the APE.
- The California State Lands Commission in Sacramento will be contacted for any information or concerns they may have in regards to submerged cultural resources in the APE.
- LSA will respond to one set of County comments and one set of Caltrans comments on the draft report.

### *Assumptions*

- The budget for this scope of work is based on the assumption that no more than five archaeological resources will be identified in or adjacent to the APE: CA-MNT-229, CA-MNT-2051H, CA-MNT-235, CA-MNT-731/H, and CA-MNT-1467/H. If additional archaeological resources are identified in the APE as a result of field work, archival research, or by other means, a scope and budget adjustment will be necessary to document, record, analyze, and report on such resources.
- The budget for this scope of work is based on the Cultural Resources Constraints Study (Goetter 2007). Any additions such as staging areas outside of the constraints study area will require a budget augment.
- There will only be one alternative ("Alternative 1" the most westerly route, Goetter 2007: Attachment A: Figure 3) of the trail studied, not multiple alternatives.

### **Historical Resources Evaluation Report (HRER) – Evaluation of CA-MNT-2051H**

*The following tasks will be done:*

- Archival and background research will be conducted at local archives.
- Built environment field studies will be conducted.
- LSA will prepare a California Department of Parks and Recreation form DPR 523 records to update CA-MNT-2051H.
- LSA will prepare an HRER that documents the resources' National Register eligibility.

### *Assumptions*

- Construction work at CA-MNT-2051H will take place on roadway/fill and will not disturb native soils, and no subsurface investigations will be required at CA-MNT-2051H.

### **Extended Phase I (XPI) – Subsurface Study**

*The following tasks will be done:*

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- As required by Caltrans, LSA will prepare an XPI Plan to document the methods for determining if archaeological deposits are present in the APE.
- LSA will hand excavate up to 115 auger borings throughout the proposed trail route except within the known boundaries of CA-MNT-229 and CA-MNT-2051H, areas that have been previously excavated, and areas with known disturbance.
- LSA will prepare a California Department of Parks and Recreation form DPR 523 records for updating CA-MNT-235, CA-MNT-731/H, and CA-MNT-1467/H.
- LSA will prepare an XPI Report that will discuss background research, methods, and findings, and provide recommendations as necessary.
- As required by Caltrans, a Native American representative will be retained by LSA to be present during the fieldwork.

### *Assumptions*

- A maximum of 115 augers excavated to a depth no greater than 30 inches
- It is assumed that the XPI study will not identify archaeological deposits and that no archaeological evaluations, except those already accounted for within this scope, will be required.
- If Caltrans requires excavation methods other than hand augering as described above, a budget augment will be required.
- If human remains are encountered, a budget augment will be required to coordinate with the Monterey County Coroner and Native American representatives.
- LSA will respond to one set of County comments and one set of Caltrans comments on the draft report.

### **Archaeological Evaluation of CA-MNT-229**

#### *The following tasks will be done:*

- As required by Caltrans, LSA will prepare an Archaeological Evaluation Report (AER) Plan to document the methods for determining if archaeological deposits are present in the APE and whether the deposit contributes to the resources' National Register eligibility.
- LSA will hand excavate up to 8 Shovel Test Pits (STPs) (50x50 cm) and a maximum of 2 excavation units (1x1 m) will be excavated within the known boundaries of CA-MNT-229, except in areas that have been previously excavated or areas with known disturbance.
- LSA will prepare a California Department of Parks and Recreation form DPR 523 records for updating CA-MNT-229.
- LSA will prepare an AER that will discuss background research, methods, and findings, and provide recommendations as necessary.
- As required by Caltrans, a Native American representative will be retained by LSA to be present during the fieldwork.

### *Assumptions*

- Within the northern and southern loci of CA-MNT-229, only the route of the trail will be studied.



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- A maximum of 8 STPs (50x50 cm) and a maximum of 2 excavation units (1x1 m) will be excavated to a depth no greater than 80 centimeters.
- Any unanticipated archaeological features such as house floors, hearths, burials, etc., encountered would necessitate a budget augment.
- If human remains are encountered, a budget augment will be required to coordinate with the Monterey County Coroner and Native American representatives.
- LSA will respond to one set of County comments and one set of Caltrans comments on the draft report.

### **Native American Consultation for field work for Archeology**

*The following tasks will be done:*

- The Native American Heritage Commission in Sacramento will be contacted for (1) a review of the Sacred Lands File to determine if the APE contains any listed sites, and (2) a list of Native American contacts who may have concerns about the APE.
- LSA will engage in specific outreach and consultation with the local Native American representatives on the list provided by the NAHC. Local Native Americans on that list will be contacted by letter and/or telephone to inquire about any concerns or information they may have, which will be reported in the HPSR and ASR. LSA will provide the local Native American representatives with information regarding prehistoric resources in the project area, and will offer to meet with the local Native Americans on the list to discuss the project.
- LSA will meet with the local Native Americans that so desire, to inform them about LSA's methods and goals for fieldwork and to solicit any concerns they may have regarding fieldwork and treatment of cultural resources as it pertains to the MBSST project.
- A Native American representative will be retained by LSA to be present during all fieldwork.

### *Assumptions*

- The Native American consultation described in this section is solely for the proposed fieldwork and does not include consultation for preparation of Finding of Effect, Memorandum of Agreement, or Historic Property Treatment Plan.
- Areas within the APE that have been previously excavated will not need further investigation.
- Subsurface study will not take place within previous highway and bridge locations, and areas documented as extensively disturbed.
- No new archaeological sites will be identified, recorded, or evaluated.
- Those portions of CA-MNT-229 within the proposed project area will be evaluated for National Register eligibility; the rest of the project area will be studied as an Extended Phase I (XPI).
- No underwater field studies will be conducted; geoarchaeological analysis will address disturbances to the Elkhorn Slough channel.
- Traffic control and barriers, if needed for safety, will be the responsibility of the County of Monterey.

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- The area opposite and south of Vierra Road where the retaining wall/barrier will be constructed does not require subsurface investigation due to previous disturbance from construction and maintenance of HWY 1.
- Evaluations of CA-MNT-235, CA-MNT-731/H, CA-MNT-1467/H, & Moss Landing Power Plant will not be required.
- The entire trail will be staked ahead of any cultural work.
- Curation costs are approximate and may vary depending on how much archaeological material is recovered and which curation facility is able to accept the collection.
- LSA will meet with local Native Americans to consult on the field studies for a maximum of 80 hours (including travel time).
- Any burials encountered would necessitate an augment to coordinate with the County Coroner, the Native American Heritage Commission (NAHC), Native Americans, Caltrans, and other agencies as appropriate.
- The above scope & budget is based on the maps in the Cultural Resources Constraints Study (Goetter 2007: Attachment A). Any additions such as staging areas will require a budget augment.
- The above scope/budget is contingent upon Caltrans and Monterey County acceptance.
- Costs are dependent on continuous fieldwork uninterrupted by inclement weather.
- Construction monitoring and data recovery will require a budget augment.
- An LSA Cultural Resources Group Principal will attend up to two meetings regarding project coordination.
- The U.S. Army Corps, U.S. Coast Guard, Fish and Wildlife Service, and other federal agencies, except for the Federal Highway Administration, will have no cultural resources requirements.
- The reports prepared for Caltrans can be submitted to the California Coastal Commission in fulfillment of any cultural resource requirements the Commission may have.
- LSA will respond to County, Caltrans, OHP, and any other agency comments on the FOE, MOA, HPTP on a time-and-materials basis.

### Task 2.3.3: Hazardous Waste Initial Site Assessment (ISA)

LSA will prepare an ISA in accordance with Caltrans procedures and in general accordance with the American Society of Testing and Materials (ASTM) Designation E 1597-05, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The following tasks will be conducted as part of this evaluation:

- Review available project area information.
- Complete the Caltrans ISA checklist as referenced in the Caltrans Project Development Procedures Manual.
- Conduct an agency records database search to identify hazardous waste sites located within the ASTM radius of the project site and classified as hazardous waste under State law. The records search will also identify business types located within the ASTM radius that store, transfer, or utilize large quantities of hazardous materials. This information will be obtained from records

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maintained by federal, State, and local agencies. LSA will utilize a database service to perform this search.

- Review historic land use information for the study area to determine whether previous uses in the project area may have resulted in hazardous waste contamination. This information may include historic aerial photographs, historic United States Geological Survey (USGS) maps, Sanborn Fire Insurance Maps, Oil and Gas maps, available groundwater depth/flow data, City directories, County Assessor's data, and building permits.
- Conduct a visual survey of the study area via public right-of-way to identify any obvious area of hazardous waste contamination.
- If hazardous waste sites are identified within the project limits (via governmental records and/or the visual survey), LSA will review available public records at the appropriate oversight agency to determine the potential impact to the project.

The ISA will evaluate the presence or potential presence of sources of contamination that may have adversely affected the soil and/or groundwater in the project area, and will make recommendations for further investigation, if necessary, in accordance with Caltrans requirements and the ASTM standard. If the County or Caltrans requests an update to the ISA at a later date, the additional research and report of findings would require additional budget. This scope of work does not include review of private records or interviews with private property owners.

### Task 2.3.4: Visual Impact Assessment

LSA will prepare a visual impact assessment report that evaluates how the project would affect the existing visual setting from several nearby viewpoints.

The report will describe the existing visual characteristics of the project site and identify any significant visual resources (e.g., ocean views). Key issues to be addressed in the report are removal of any native trees, grading excavation, construction of retaining walls, and the addition of boardwalk/bridge structures. If any native trees are removed by the project or impacted by the proposed project (those over 4 inches in diameter at approximately breast height), they will be counted, and the number and species of trees to be removed will be documented in the report. The potential visual impacts from project construction will be evaluated through the use of ground-level photographs from sensitive viewpoints near the project site. Impacts would be assessed in terms of views of the trail as well as the sensitivity of viewers. The views to be analyzed will be determined by LSA in coordination with Wood Rodgers, the County, and Caltrans. Visual conditions and project impacts will be discussed from a qualitative perspective. Mitigation measures or project features shall be recommended, if necessary, to reduce adverse visual impacts. The visual impact analysis will be prepared consistent with the FHWA publication "Visual Impact Assessment for Highway Projects."

This scope does not assume preparation of visual simulations. If it is determined that visual simulations to assess the project's impacts on scenic resources are necessary, LSA will prepare an amendment to this scope and budget.

### Task 2.3.5: Floodplain Evaluation (Optional Task)

The Caltrans PES specified a Floodplain Evaluation, but the bridge over Elkhorn Slough in Moss Landing Harbor will have no impact on water surface elevations by inspection, since the harbor is open to the Pacific Ocean. The trail portions of the project are anticipated to have no impact on

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flooding, since they will either be located in upland areas or will be constructed at or near the original grade. Should a Floodplain Evaluation or Location Hydraulic Study be required, LSA and Wood Rodgers will prepare an amendment to this scope and budget.

### Task 2.3.6: Water Quality Assessment

LSA will prepare a Water Quality Assessment Report (WQAR) for the project that discusses 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 alternatives per the Caltrans Storm Water Quality Handbooks Project Planning and Design Guide. The project's potential impact on water quality will be evaluated, and mitigation measures necessary to prevent adverse water quality impacts will be identified.

### Task 2.3.7: Public Lands Impact - Section 4(f)

Depending on the areas of direct impact established for the project, impacts to Section 4(f) resources could occur that would necessitate the need for a Section 4(f) Evaluation pursuant to the Department of Transportation Act of 1966. If cultural resources as defined under Section 4(f) are identified as part of the work performed under Section 165.20, and these resources would be used by the proposed project, then a Section 4(f) analysis would be required. The Section 4(f) analysis, if required, will be prepared based on the guidance contained in the FHWA Section 4(f) Policy Paper dated March 1, 2005; the FHWA Technical Advisory 6640.8A, Guidance for Preparing and Processing Environmental and Section 4(f) Documents (October 30, 1987); the FHWA Guidance for Determining De Minimis Impacts to Section 4(f) Resources Memorandum dated December 13, 2005; the Section 4(f) Checklist (revised July 1998); the Caltrans Project Development Procedures Manual; the FHWA Section 4(f) Evaluation and Approval for Transportation Projects that have a net benefit to a Section 4(f) Property guidance; and the Caltrans Standard Environmental Reference, Volume 1, Chapters 20 and 37.

#### Deliverables:

- a) Copies of all technical reports prepared will be provided to the County upon completion.

### **Task 2.4: Coastal Act Consistency Analysis**

As the project is within the coastal zone (North County Local Coastal Plan [LCP]), a Coastal Development Permit (CDP) application and associated backup documentation will be required for project approval by the California Coastal Commission. The CDP application will be required to address consistency of the proposed project with the North County LCP that was previously approved by the Board of Supervisors and California Coastal Commission. LSA will provide an analysis, utilizing information developed as part of Task 3 as a starting point, to determine the proposed project's consistency with the certified LCP. No additional technical analysis would be conducted as part of this task. LSA will work with County staff during the development of the CDP application to ensure that all relevant issues are addressed in the consistency analysis.

#### Deliverables:

- a) Completed CDP application.

### **Task 2.5: NEPA Categorical Exclusion**

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Following approval of the technical studies by Caltrans, LSA will prepare a CE per NEPA requirements. The CE, including the approved technical studies as backup, would be submitted for approval by Caltrans and FHWA. One round of revisions to the CE is included in this scope.

### Deliverables:

- a) Completed draft CE and final CE.

### **Task 2.6: Administrative Draft Initial Study/Mitigated Negative Declaration (IS/MND)**

Following approval of the draft technical memoranda, LSA will prepare an administrative draft IS/MND and submit the document to Wood Rodgers for review. The technical analyses identified in Section 3 above will be incorporated into the IS/MND. The environmental document will summarize the results of the technical reports and will provide impact analyses of other relevant environmental topics in which technical studies are not required, such as land use and utilities.

After receiving consolidated comments on the Administrative Draft IS/MND from Wood Rodgers, LSA will revise the document and submit it to the County for review. The format shall be based on County requirements and would also meet the CEQA compliance procedures.

If desired, LSA will meet in a workshop format with Wood Rodgers and County department staff to receive comments on the Administrative Draft IS/MND and address significant issues to be resolved prior to release of the Administrative Draft IS/MND. This meeting will provide LSA with a clear understanding of the County's expectations for the Administrative Draft IS/MND, and would provide a forum to resolve issues in an expedited manner that would avoid multiple rounds of review, correction, and re-review. As previously stated, if the County chooses to forgo the meeting/workshop, LSA requires one set of non-conflicting, consolidated comments on the Administrative Draft IS/MND from the County.

### Deliverables:

- a) Administrative Draft IS/MND

### **Task 2.7: Draft IS/MND for Public Review**

LSA will respond to County comments (one set of nonconflicting consolidated comments) on the Administrative Draft IS/MND, and complete necessary revisions. LSA will provide the preprint version of the Draft IS/MND to Wood Rodgers for a limited final review prior to submission of the Draft IS/MND to the County. The purpose of submitting this preprint version would be to review the changes to the document, resolve any remaining questions that arise, and verify that Wood Rodgers is satisfied with the overall Draft IS/MND. After Wood Rodgers reviews and approves the document for print, the Draft IS/MND would be forwarded to the County for final approval.

Once the Draft IS/MND is approved for public review, LSA will distribute up to 40 copies of the document to a distribution list for the project developed by LSA with County staff input. LSA will prepare a Draft Notice of Intent (NOI) and a public notice regarding the availability of the Draft IS/MND for public review. Monterey County will be responsible for publication of the public notice in a general circulation newspaper. In addition, LSA will file a Notice of Completion (NOC) with the County Clerk and/or the State Clearinghouse to begin the required public review period. As part of the public review process, LSA will participate in one community presentation meeting coordinated by County staff.

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### Deliverables:

- a) Completed Draft IS/MND

### **Task 2.8: Final IS/MND & Mitigation Monitoring and Reporting Plan**

LSA will prepare written responses to comments received on the Draft IS/MND that raise substantive environmental issues and submit the responses for review by both Wood Rodgers and Monterey County after the close of the public comment period. LSA shall confer with the County to review written comments and comments from any public meetings to develop a general framework and strategies for preparation of responses. Any revisions to the IS/MND will be shown in the text by a line in the margin. Responses to comments and associated changes to pages of the IS/MND will be submitted to both Wood Rodgers and the County for review.

LSA will attend up to two public hearings. Following the Planning Commission's approval of the IS/MND, LSA will prepare and file a Notice of Determination (NOD) with the County Clerk and State Clearinghouse. If the environmental review indicates that the project would not qualify for the CDFG exemption, the project applicant shall provide a check for \$1,876.75 to be submitted to the County Clerk with the NOD.

LSA will prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with CEQA Guidelines Section 15097 for use in ensuring implementation of the mitigation measures for the project. The Draft MMRP will be submitted to the County for review and comment, and the Final MMRP will be provided to the County along with the IS/MND for approval.

### Deliverables:

- a) Final IS/MND and MMRP

## **MILESTONE 3 - FINAL DESIGN**

### **Task 3.1: Bicycle/Pedestrian Trail Base Plans (30% Plans)**

Upon approval of the preliminary design layout of the bike trail by Monterey County, Wood Rodgers will make any necessary revisions to the geometric base map or profiles for the proposed improvements, and will prepare the improvement plan sheets in US Customary units. These plan sheets will be prepared in accordance with Caltrans Manual of Instructions, CADD User's Manual, and Standard Plans. Wood Rodgers will also comply with County's requirements for facilities outside the Caltrans right of way. The layouts will include calculated horizontal alignment at a scale of 1"=40 feet; the profiles will include calculated vertical alignment at a scale of 1"=40 feet horizontal and 1"=5 feet vertical and will conform to design requirements established in Caltrans Highway Design Manual. Typical cross sections will be prepared for the bike trail. Preliminary design cross-sections will be generated at minimum 50-foot intervals. Sections will also be provided at drainage structures, ends of retaining walls and bridge, and at major changes in horizontal curve and vertical curve.

Upon approval of these preliminary plans, preparation of grading, signing and striping, retaining wall plans and bridge plans will be initiated.

### Deliverables:

- a) 30% Trail Plans

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### **Task 3.2: Utility Coordination**

Wood Rodgers will perform a utility investigation and coordinate with utility owners throughout the project development process such that the County is immediately notified if there is any anticipated delay to the project due to utility company reviews or relocations. During the development of the construction plans, specifications, and estimate (PS&E), Wood Rodgers will set up a meeting with the County, Caltrans and local utility agencies/companies to present proposed project and request utility verification. Wood Rodgers will provide necessary mapping to utility agencies/companies for utility verification. We can also assist with utility agreements, if necessary.

Wood Rodgers is prepared to arrange for the services of a vacuum extraction subcontractor to pothole high-risk underground utilities, if necessary. However, potholing of existing utility facilities is not included in this scope and budget. If potholing becomes necessary, Wood Rodgers will provide any necessary surveying for the "pot-holing" of existing underground utilities to establish their horizontal/vertical location. Such pothole surveys will be required for high-risk utilities in the project area or where the exact location could affect constructibility.

Notification letters and plan sets will be provided to utility owners at two additional stages during PS&E development beyond the notification or "A" Plan submittal during alternatives analysis, as follows:

"B" Plan Submittal to Utility Companies - Wood Rodgers will prepare draft transmittal letters (Utility verification and Notice to Owners) to affected utility owners for County review and approval prior to transmitting "B" Plans to utility owners. Two sets of half-size 65%-complete "B" plans will be provided to each utility owner. The letter will request that utility owners verify any utility conflicts with proposed improvements and indicate whether any future utilities are proposed in the area. A copy of the utility data obtained from utility owners will be provided to the County and State and the original will be kept in the project files. Information on existing utilities obtained as a result of the "B" plan submittal will be used to determine potential utility conflicts and to resolve the conflicts identified.

"C" Plans Submittal to Utility Companies - Wood Rodgers will prepare draft transmittal letters to affected utility owners for County review and approval prior to transmitting "C" Plans to utility owners. Two sets of half-size 100% plans or "C" plans will be provided to each utility owner as an attachment to the transmittal letter. The letter will indicate to the utility owners whether any changes have been made to the project plans since the "B" plans submittal and request written confirmation of utility relocations and utility relocation schedule.

#### Deliverables:

- a) Utility files, containing correspondence and maps
- b) Letter report summarizing utility issues and impacts

### **Task 3.3: Bicycle/Pedestrian Trail Design**

#### Task 3.3.1: Trail Plans

In close coordination with Monterey County and Caltrans, Wood Rodgers will prepare the Trail Plans for construction of the project. Approved geometric layouts will provide the base for the Bike Trail Plans and will be used to create the 65%, 95% and 100% (Final) submittal packages.

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The 65% submittal will include a letter addressing comments from the Geometric approval submittal, revised plans addressing comments as well as all additional sheets for complete detailed design.

The 95% submittal will include a letter addressing comments from the 65% submittal and revised plans as necessary to address comments from the 65% submittal.

Wood Rodgers will use AutoCAD for plan preparation. The following plan sheets are anticipated for the project:

• Title Sheet	(1)
• Typical Cross Sections	(2)
• Layout /Profile Sheets (1" = 40')	(5)
• Summary of Quantities	(1)
• Construction Details	(4)
• Grading & Drainage Plan, Profile, Details & Quantities (1" = 20')	(12)
• Sign & Pavement Delineation Plans, Details & Quantities (1" = 40')	(6)
• Structural Plans	(10)
• Trail Cross-sections	(13)

### Task 3.3.2: Special Provisions

Wood Rodgers will prepare Technical Special Provisions for the project based on Caltrans' Standard Special Provisions and Standard Specifications. Specifications will be modified as appropriate to the specific requirements of the County for the project.

### Task 3.3.3: Engineer's Estimate

Wood Rodgers will prepare a construction cost estimate based upon approved plans and special provisions. The Engineer's Estimate will be prepared in the Caltrans "BEES" format.

### Task 3.3.4: Draft PS&E Submittal

Wood Rodgers will prepare and furnish the draft PS&E for the proposed project to the County and Caltrans for review and comment, as noted earlier in this section. A safety review meeting will be held with County/Caltrans during the Draft PS&E comment and review period, if requested by Caltrans.

### **Task 3.4: Hydrology and Storm Drainage Design**

Wood Rodgers' hydraulics staff will prepare a drainage report summarizing the changes in drainage patterns and recommendations for drainage facility improvements. Based on these recommendations, topographic mapping and cross section data, Wood Rodgers will develop drainage plans to be incorporated into the PS&E package and reviewed at 65% and 95% submittals. An analysis of the project drainage will be prepared in accordance with Caltrans practices, including site-specific rainfall intensity-duration-frequency data; design criteria and assumptions; contributing shed areas; design discharges based on the Rational Method; pipe sizes, slopes and materials; and hydraulic grade lines based on Manning's Equation. We assume that this analysis is to include only the area of the project. We anticipate that much of the project drainage can be accomplished by sloping pavement to drain directly to adjacent vegetated areas without ditches, inlets, or storm drains; this will provide the lowest maintenance requirements and the lowest construction costs with integral bio-filtration of runoff.



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### Deliverables:

- a) Drainage Report (5 copies)
- b) Drainage Plans

### **Task 3.5: Structure Design**

#### Task 3.5.1: 65% Structures Design

Based on the approved bridge and retaining wall concepts, Wood Rodgers will complete the design calculations for the new structures in accordance with Caltrans standards, incorporating recommendations from County, the geotechnical report, environmental documents, and permit requirements. A full set of detailed structure plans will be prepared, including, as necessary, general plan, deck contours, foundation plan, abutment layout and details, bent layout and details, typical section, precast prestressed slab layout and reinforcement, and guard railing details.

#### Deliverables:

- a) Three sets of full size 24"x36" prints and half-size 11" x 17" structural plans.

#### Task 3.5.2: 95% Structures Design – Plans Specifications & Estimate (PS&E)

- Design Review Meeting - Upon receipt of comments on the 65% structural plans and prior to commencing revisions, Wood Rodgers will schedule a review session, if required, with Caltrans and/or Monterey County to confirm the intent of comments.
- Wood Rodgers will incorporate 65% comments on the structural plans.
- Bridge Independent Design Check—Prior to the 95% PS&E submittal, Wood Rodgers will complete an independent check to confirm structural adequacy and assure that details are complete and constructible.
- Specifications—Wood Rodgers will prepare Technical Specifications for the project based on the latest Caltrans Standard Specifications. These will be modified, where appropriate, to meet County standards and requirements.
- Engineer's Estimates will be prepared using local unit costs from recent bid results furnished by Monterey County or Caltrans or published in the latest Caltrans Contract Cost Data Book.

#### Deliverables:

- a) Full size 24"x36" prints of complete plans (3 sets)
- b) Technical Specifications for structure items
- c) Marginal Estimate for structures.
- d) Microsoft Word documents on CD-ROM.

#### Task 3.5.3: Final Plans, Specifications and Estimate (PS&E)

- Design Review Meeting—Upon receipt of comments on the 95% PS&E and prior to commencing revisions, Wood Rodgers will schedule a review session, if required, with Caltrans and/or Monterey County to confirm the intent of comments.
- Wood Rodgers will incorporate 95% comments into the structure plans, specifications and estimate.

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- a) One Original set of signed full-size Vellum or Mylar Tracings
- b) Drawing files on CD-ROM in AutoCAD format
- c) Printed Technical Specifications
- d) Technical Specifications in Microsoft Word format on CD-ROM
- e) 1"= 4' scale drawing of the Deck Contours
- f) Marginal Estimate for structures
- g) Design Calculations and Check Calculations
- h) Quantity Calculations and Check Quantity Calculations

### **Task 3.6: Environmental Permitting Assistance**

LSA will identify required environmental permits for project construction during development of the environmental document. A preliminary scope and budget have been provided for the permitting assistance task. Wood Rodgers will prepare the PS&E certification document and assist the County to obtain the Caltrans encroachment permit for the construction of the project and the construction permits from the US Coast Guard and Moss Landing Harbor District.

The project will involve compliance with Section 7 of the Federal Endangered Species Act (FESA), Sections 401 and 404 of the Clean Water Act (CWA), Section 10 of the Rivers and Harbors Act (RHA), Section 1602 of the California Fish and Game code, and Coastal Zone Permits.

#### 3.6.1 Section 404/Section 10 Permit Application

LSA will prepare the permit application for a Section 404 and/or Section 10 permit for project. At this time we anticipate that the proposed project would have minimal impacts to wetlands and waters of the U.S and would likely be permitted under the Nationwide Permit Program if wetlands or waters of the U.S. were impacted by the project. Nationwide Permits 14 (Linear Transportation Projects) and 15 (Coast Guard Approved Bridges) are expected to cover activities associated with the bridge and trail construction. The extent of jurisdiction under the acts will be determined during a formal jurisdictional delineation of the project area. If impacts to wetlands or waters of the U.S. exceed the limits imposed under the Nationwide Permits, then an individual permit will be required. Preparation of an Individual Permit would be completed under a separate scope and budget.

It is expected that the following items will be required for a Nationwide Permit application:

- Verified delineation of jurisdictional waters for both Section 404 of the CWA and Section 10 of the RHA;
- Complete project plans in plan view and cross-section that have been reduced to a size that can fit on an 8 1/2" X 11" sheet (for inclusion in the Corps' Public Notice);
- Natural Environment Study (NES) that identifies endangered species issues related to the project and the measures proposed to mitigate impacts to special status species;
- Essential Fish Habitat Assessment;
- Wetland and Waters Mitigation Plan that specifies the mitigation measures and compensation to be implemented for impacts associated with the project (i.e., purchase of credits in mitigation bank, creation of compensatory wetlands on- or off-site, possible habitat enhancement);

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- Cultural Resources Report. This proposal assumes that a cultural resources study will be completed for the project by LSA. A copy of this study must accompany the Corps permit application.

LSA will prepare the required reports related to the delineation of jurisdictional waters, NES, essential fish habitat assessment, and wetland mitigation plan. This work will be completed in consultation with the USACE and the NOAA Fisheries as needed to ensure that the agencies complete the work in as timely a way as possible.

### 3.6.2 Coastal Zone Consistency Determination

Projects permitted under the Nationwide Permit Program within the Coastal Zone require a consistency determination or waiver from the Coastal Commission. LSA will work with the applicant, USACE, and Coastal Commission to obtain the consistency determination or waiver.

### 3.6.3 Water Quality Certification

LSA will prepare a draft application package for a Water Quality Certification to be submitted to the County for review and comment. A revised application package, if necessary, will be prepared and submitted to the Regional Water Quality Control Board. The application package for the Water Quality Certification requires a copy of the Section 1602 Streambed Alteration Agreement issued by the California Department of Fish and Game, the delineation of jurisdictional waters, the Clean Water Act permit, the notice of determination showing CEQA compliance, and a check for the application fee<sup>1</sup>.

### 3.6.4 California Fish and Game Code Section 1602 Streambed Alteration Agreement

Work within Elkhorn Slough cannot proceed without a Streambed Alteration Agreement, a type of permit issued by the California Department of Fish and Game. LSA will prepare a permit application that will include a notice of determination showing CEQA compliance, project plans for the location of each project element (i.e. bridge pilings, etc.) affecting the stream, biological assessment report (in the form of an NES) identifying the affected habitats, and a check in an amount to be determined by the extent of impact<sup>1</sup>. Minor revisions and/or coordination regarding questions on the notification package will be provided as necessary.

### 3.6.5 Section 7 Consultation with NOAA Fisheries and/or U.S. Fish and Wildlife Service

LSA will use the current Caltrans Biological Assessment Template and guidance to prepare a Section 7 Biological Assessment (BA) that will lead to the issuance of a Biological Opinion authorizing any take for this project. We expect that NOAA Fisheries will be the primary agency involved in the consultation, however, if the project is determined to adversely affect species outside the regulatory authority of NOAA Fisheries (e.g., listed birds, reptiles, amphibians, terrestrial mammals) then consultation with both NOAA Fisheries and the U.S. Fish and Wildlife Service will be required. The BA will utilize the existing information and survey data collected in the Natural Environment Study to assess potential affects to federally-listed species. The BA will address mitigation necessary to compensate for impacts to federally-listed species caused by the proposed project. This scope provides for preparation of a draft BA to be submitted for review to the applicant and a final BA to be

<sup>1</sup> Fees are not included in the scope and budget and will be paid by the lead agency.

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submitted to the agencies. Once round of revisions and modifications of the BA are also included in the scope after initial review by the agencies. This task also provides for one meeting with the agency staffs, should such a meeting be required.

### 3.6.6 Marine Mammal and Bird Mitigation Plan

LSA will prepare a Marine Mammal and bird mitigation plan to comply with the requirements of the Incidental Harassment Authorization expected from NOAA Fisheries, County and State Coastal Development Permits, and CDFG requirements. The plan will stipulate protection measures to be incorporated into the project to avoid or minimize impacts on marine mammals and sensitive birds that occur in the area. Species likely to be covered by the plan include Pacific harbor seal, California sea lion, southern sea otter, and brown pelican. A draft plan will be submitted to the applicant for review after which a final plan will be prepared and submitted to the agencies for approval. We have provided for one round of revisions if necessary in response to agency comments.

### 3.6.7 Cultural Resources Permitting.

If LSA's field studies described in Task 2.3.2 identify cultural deposits that are eligible for listing in the National Register of Historic Places or the California Register of Historic Resources, additional documents, including the following, will be necessary:

- Finding of Effect (FOE)
- Memorandum of Agreement (MOA)
- Historic Property Treatment Plan (HPTP)

LSA will respond to County, Caltrans, OHP, and any other agency comments on the FOE, MOA, HPTP on a time-and-materials basis.

### 3.6.8 Permitting Coordination Meetings

Meetings are often a critical part of the planning process during the application process for permits. The purpose of these meetings will be to exchange information and facilitate the completion of the permits. This proposal provides for a Senior Biologist and Associate Biologist to attend 5 meetings in Monterey, California, and one in San Francisco, California.

### **Task 3.7 Plats and Legal Description for Right of Way Acquisitions**

Wood Rodgers' right of way engineering staff will review all existing record right-of way information from the County and Caltrans right of way plans and field notes, available record parcel and final maps. We assume that Monterey County will provide a preliminary title report for each affected property. From the preliminary title reports affecting private property, Wood Rodgers will establish the approximate side property lines and any existing easement on the subject property.

The approximate property lines of the private property owners will be coordinated with the as-built utility location acquired during the field survey of planimetric features with the applicable easements (if any). This information will be shown on a right-of-way Appraisal and Acquisition Map published for preliminary right of way engineering needs.

With concurrence from the County regarding the right of way needs, Wood Rodgers will prepare the necessary plat maps and legal descriptions for the County's use in acquiring easements or modifying

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existing easements for trail construction and maintenance. We assume that one legal description will be required for the Moss Landing Power Plant and one additional legal description will be required for the former National Refractories parcel, now owned by REVX-173, LLC. Plat maps will, at a minimum, delineate existing and proposed right of way, identify proposed square footage of right of way acquisition and assessor parcel numbers and provide a legal meets and bounds description. A licensed Land Surveyor or Civil Engineer with proper registration will stamp all plats and legal descriptions. We understand that the County will provide appraisals and acquisition of the required right of way for this project.

### Deliverables:

- a) Appraisal and Acquisition Mapping
- b) Plat and Legal Descriptions

### **Task 3.8: Conceptual Storm Water Pollution Prevention Plan**

Wood Rodgers will develop a Conceptual Storm Water Pollution Prevention Plan (CSWPPP) to address the National Pollutant Discharge Elimination System General Construction Permit requirements for the construction of the Trail. The CSWPPP will include an evaluation of pollutants of concern related to proposed construction activities; an evaluation of temporary construction site best management practices (BMPs); a plan to address non-storm water management (specifically dewatering activities); a Sample and Analytical Plan (SAP) to address the General Construction Permit requirements; and a SWPPP exhibit that will identify suggested locations for BMP implementation. The CSWPPP will aid the contractor in accurately bidding the SWPPP contract item; assist with SWPPP compliance during construction; and can be utilized to secure other regulatory permits required for the protection of species of concern or sensitive habitat.

### Deliverables:

- a) CSWPPP (3 copies)

### **Task 3.9 Planting / Erosion Control Plans**

Wood Rodgers will prepare planting plans that show the type and location of plant material along the 0.8 mile length of the trail project. We anticipate that plantings will use native plant materials, compatible with the existing local plant material. Planting details will be provided showing installation consistent with local requirements. Technical specifications for planting work will be prepared in conformance with local requirements. A statement of probable cost for planting work will be prepared at the 95% level of plans completion, and will be incorporated in the Engineer's Estimate for the trail construction project.

### Deliverables: Landscape Planting / Erosion Control Plans

### **Task 3.10 Final PS&E ("C" Plans)**

Upon completion of the 95% submittal package, Wood Rodgers will schedule a review session, if required, with the County and Caltrans to discuss review comments and resolve any conflicting comments. Prior to final design submittal, Wood Rodgers will perform an internal quality and constructability review of the entire PS&E package. Corrections to the PS&E documents are made as per the review comments. Additional documents that are prepared at this stage are the working day schedule, and the "Resident Engineer (RE) pending" file.

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Upon approval of the final PS&E, Wood Rodgers will furnish the County approved Plans, Specifications and Estimates to be used for project advertising. Plan submittal to Caltrans and the County will include velum plots and electronic CADD drawing files. Specifications submittal will include a "camera ready" copy and electronic files in MS Word for Windows format. A hard copy and electronic files used to generate the Engineer's Estimate will also be furnished to the County and Caltrans.

Deliverables: Final Plans, Special Provisions & Engineer's Estimate

### **Task 3.11 Construction Permitting**

Wood Rodgers will prepare an Application for Encroachment Permit for Monterey County to obtain Caltrans permission to enter State Right of Way and construct the project. Wood Rodgers will coordinate with the Caltrans District 5 Permits Engineer as necessary to obtain the necessary Encroachment Permit. Wood Rodgers will also apply for and obtain the necessary permits from the US Coast Guard and Moss Landing Harbor District for construction of the bridge over Elkhorn Slough in Moss Landing Harbor. Any permit fees will be paid by Monterey County.

Deliverables:

- a) Construction Encroachment Permit Applications

### **MILESTONE 4 - ASSISTANCE DURING CONTRACT BIDDING (OPTIONAL)**

Wood Rodgers will attend pre-bid meeting, if requested, and assist the County in answering questions from Contractors during the bidding process as well as assisting the County with bid evaluation as required. This work will be performed on a time-and-materials basis.

### **MILESTONE 5 - ASSISTANCE DURING CONSTRUCTION (OPTIONAL)**

Wood Rodgers will be available to provide on-going consultation and interpretation of construction documents during the construction of the proposed project. This work will be performed on a time-and-materials basis. Typical construction support services would include:

- Attend pre-construction meeting.
- Review and approve Contractor submittals and shop drawings as requested by the County.
- Provide on-going consultation and interpretation of contract documents.
- Consult with and assist Monterey County engineering and construction management staff regarding Contractor proposals, construction issues, and plan revisions.
- Prepare plan and/or specification modifications for contract change orders.
- Assist Monterey County in review of contractor's SWPPP (Storm Water Pollution Prevention Plan) to insure NPDES compliance.

### **MILESTONE 6 – CONSTRUCTION CLOSEOUT (OPTIONAL)**

At the completion of construction, Wood Rodgers can draft any changes to the project plans to create the "As-built" record drawings, based on red-marked plans prepared by the Resident Engineer.

**EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

Wood Rodgers Inc.  
 Compensation for Professional Engineering Services  
 for  
 Monterey Bay Sanctuary Scenic Trail - Moss Landing Segment  
 Alternatives Analysis, Environmental Documentation and PS&E  
 County of Monterey

<u>DIRECT LABOR</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Principal Engineer	40	\$185.00	\$7,400.00
Project Manager/Project Engineer	615	\$130.00	\$79,950.00
Bridge Engineer	478	\$135.00	\$64,530.00
Sr. Design Engineer (III)	380	\$125.00	\$47,500.00
Design Engineer (II)	286	\$115.00	\$32,890.00
Senior Surveyor	78	\$125.00	\$9,750.00
GPS Surveyor	54	\$140.00	\$7,560.00
Survey Crew (2-Person)	60	\$220.00	\$13,200.00
Assist. Engineer/LSIT/CAD Technician	1034	\$115.00	\$118,910.00
Administrative Assistant	79	\$75.00	\$5,925.00
<b>Total - Direct Labor</b>	<u>3,104</u>		<u>\$387,615.00</u>

OTHER COSTS

• Aerial Photography	\$9,500.00
• Traffic Control	\$2,000.00
• Mileage / Reproduction / Other Direct Costs	<u>\$12,000.00</u>
<b>Total - Direct Cost</b>	<u>\$23,500.00</u>

*TOTAL - Wood Rodgers* \$411,115.00

SUBCONSULTANTS

• LSA Associates, Inc. - Environmental & Permitting	\$551,048.00
• Parikh Consultants, Inc. - Geotechnical	\$86,733.04
<b>TOTAL - Subconsultants</b>	<u>\$637,781.04</u>

**TOTAL COST NOT TO EXCEED** \$1,048,896.04

**Payment Provisions:**

The total amount of services provided under this Agreement shall not exceed \$1,048,896.04. Payment for services shall be paid to the CONTRACTOR on a time and materials basis at the hourly rates provided and according to Provision 6 – PAYMENT CONDITIONS outlined in the Agreement.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### SUBCONSULTANT COST BREAKDOWN

<i>• LSA Associates, Inc. - Environmental &amp; Permitting</i>			
<u>DIRECT LABOR</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Principal In Charge	136	\$170.00	\$23,120.00
Environmental Project Manager	212	\$95.00	\$20,140.00
Permitting Task Manager / Associate	137	\$125.00	\$17,125.00
Cultural Principal	160	\$155.00	\$24,800.00
Senior Cultural Manager	1175	\$80.00	\$94,000.00
Senior Biologist	393	\$110.00	\$43,230.00
Biologist	228	\$95.00	\$21,660.00
Botanist	56	\$95.00	\$5,320.00
Associate Biologist	50	\$125.00	\$6,250.00
Wildlife Biologist	240	\$95.00	\$22,800.00
Technical Associate/Senior Planner	46	\$140.00	\$6,440.00
Planner	240	\$95.00	\$22,800.00
Technical Specialist	1635	\$95.00	\$155,325.00
Graphics / GIS Specialist	312	\$115.00	\$35,880.00
Word Processor / Production	171	\$75.00	\$12,825.00
Clerical / Word Processor	41	\$65.00	\$2,665.00
Total - Direct Labor	5191		\$511,715.00
<u>OTHER COSTS</u>			
• Direct Costs			\$39,333.00
<i>LSA TOTAL</i>			<i>\$551,048.00</i>

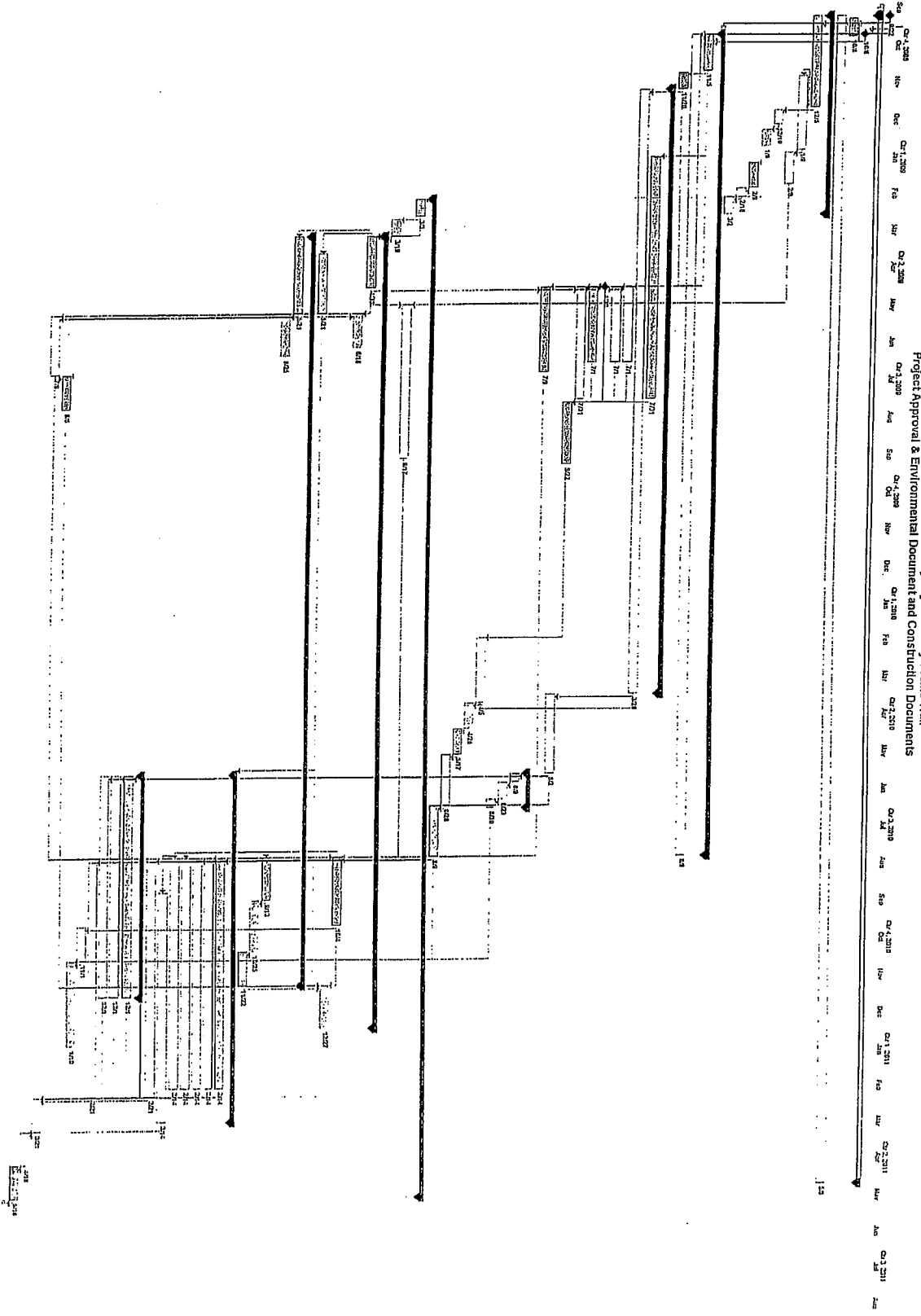
<i>• Parikh Consultants, Inc. - Geotechnical</i>			
<u>DIRECT LABOR</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Project Manager	46	\$205.71	\$9,462.66
Project Soils Engineer	122	\$144.04	\$17,572.88
Staff Engineer	198	\$99.95	\$19,790.10
Field Engineer	64	\$93.96	\$6,013.44
Laboratory Technician	80	\$103.12	\$8,249.60
Engineering Draftsperson	40	\$76.95	\$3,078.00
Contract Management	8	\$127.17	\$1,017.36
Total - Direct Labor	558		\$65,184.04
<u>OTHER COSTS</u>			
• Direct Costs (Drilling, Traffic control, permit, reproduction, etc.)			\$21,549.00
<i>PARIKH TOTAL</i>			<i>\$86,733.04</i>



Moss Landing Segment of Monterey Bay Sanctuary Scenic Trail  
 Project Approval & Environmental Document and Construction Documents

**REVISIONS**

NO.	DATE	DESCRIPTION
1	01/20/20	PROJECT INITIATION
2	02/03/20	PROJECT INITIATION
3	02/03/20	PROJECT INITIATION
4	02/03/20	PROJECT INITIATION
5	02/03/20	PROJECT INITIATION
6	02/03/20	PROJECT INITIATION
7	02/03/20	PROJECT INITIATION
8	02/03/20	PROJECT INITIATION
9	02/03/20	PROJECT INITIATION
10	02/03/20	PROJECT INITIATION
11	02/03/20	PROJECT INITIATION
12	02/03/20	PROJECT INITIATION
13	02/03/20	PROJECT INITIATION
14	02/03/20	PROJECT INITIATION
15	02/03/20	PROJECT INITIATION
16	02/03/20	PROJECT INITIATION
17	02/03/20	PROJECT INITIATION
18	02/03/20	PROJECT INITIATION
19	02/03/20	PROJECT INITIATION
20	02/03/20	PROJECT INITIATION
21	02/03/20	PROJECT INITIATION
22	02/03/20	PROJECT INITIATION
23	02/03/20	PROJECT INITIATION
24	02/03/20	PROJECT INITIATION
25	02/03/20	PROJECT INITIATION
26	02/03/20	PROJECT INITIATION
27	02/03/20	PROJECT INITIATION
28	02/03/20	PROJECT INITIATION
29	02/03/20	PROJECT INITIATION
30	02/03/20	PROJECT INITIATION
31	02/03/20	PROJECT INITIATION
32	02/03/20	PROJECT INITIATION
33	02/03/20	PROJECT INITIATION
34	02/03/20	PROJECT INITIATION
35	02/03/20	PROJECT INITIATION
36	02/03/20	PROJECT INITIATION
37	02/03/20	PROJECT INITIATION
38	02/03/20	PROJECT INITIATION
39	02/03/20	PROJECT INITIATION
40	02/03/20	PROJECT INITIATION
41	02/03/20	PROJECT INITIATION
42	02/03/20	PROJECT INITIATION
43	02/03/20	PROJECT INITIATION
44	02/03/20	PROJECT INITIATION
45	02/03/20	PROJECT INITIATION
46	02/03/20	PROJECT INITIATION
47	02/03/20	PROJECT INITIATION
48	02/03/20	PROJECT INITIATION
49	02/03/20	PROJECT INITIATION
50	02/03/20	PROJECT INITIATION



## EXHIBIT B - FEDERAL PROVISIONS

### FEDERAL PROVISIONS CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

#### ARTICLE XV SUBCONTRACTING

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

#### ARTICLE XVII INSPECTION OF WORK

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

#### ARTICLE XVIII SAFETY

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

## EXHIBIT B - FEDERAL PROVISIONS

### ARTICLE XXVII STATE PREVAILING WAGE RATES

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

### ARTICLE XXX PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
  - 1. No State, Federal or Local Agency appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
  - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. The CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.



## Local Programs Procedures

**LPP 06-02**    **Manual Update**  
**Subject:**    **Consultant Selection (Disadvantaged Business Enterprise (DBE) Race-Neutral Program Implementation).**

**Reference:**    *Local Assistance Procedures Manual (LAPM), Chapter 10, "Consultant Selection"*

**Effective Date:**    May 1, 2006

**Approved:**    \_\_\_\_\_  
TERRY L. ABBOTT, Chief  
Division of Local Assistance

### WHAT IS AN LPP?

LPPs are Local Programs Procedures. These documents are used for the rapid deployment of new procedures and policies on updates of Local Assistance manual, guidelines and programs. They are numbered according to calendar year and order in which released. This is the second LPP issued in 2006; hence, it is LPP 06-02

### PURPOSE

Effective immediately, Caltrans implemented a race-neutral Disadvantaged Business Enterprise (DBE) Program, as announced by the Director's letter to FHWA and FTA dated May 1, 2006. All local agency consultant contracts executed after May 1, 2006 shall have race-neutral provisions in order to be eligible for federal-aid funds. Attached in its entirety, Chapter 10 of the *Local Assistance Procedures Manual (LAPM)* has been issued to reflect these new requirements. Chapter 10 now reflects changes that will provide local agencies with additional tools and information for the preparation of consultant contracts. New exhibits have also been added and other minor administrative changes have also been made.

### PREVIOUS PROCEDURES

Previously, Chapter 10 *Consultant Selection* of the LAPM did not include Disadvantaged Business Enterprises (DBE) forms and other forms such as *Nonlobbying Certifications for Federal-Contracts* and *Disclosure of Lobbying Activities*, which are to be included in consultant contracts. In addition, California prevailing wages for certain crafts were not mentioned in the

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May 1, 2006

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## EXHIBIT B – FEDERAL PROVISIONS

LPP 06-02

### Consultant Selection (Disadvantaged Business Enterprise (DBE) Race-Neutral Program Implementation)

Page 2

consultant contract. No minimum threshold was required for the preparation of an independent cost estimate for a consultant contract. Although it mentioned an evaluation of the consultant at completion of the contract, no sample *Consultant Performance Evaluation* form was included for use by a local agency.

#### NEW PROCEDURES

Under the revised Chapter 10 *Consultant Selection*, DBE forms are included to be used during the pre-award phase of the consultant contract. *Nonlobbying Certifications for Federal-Contracts* and *Disclosure of Lobbying Activities* are included for use in federal-aid consultant contracts. California prevailing wages for certain crafts are included to be used in applicable consultant contracts. Consultant contracts that exceed \$100,000 are required to prepare an independent cost estimate. Likewise, *A&E Sample Contract Language* has been included in this chapter. To further assist the local agency in evaluating the consultant's performance, a sample *Consultant Performance Evaluation* form has been included.



#### USER-FRIENDLY FEATURES

- These new procedures are incorporated in the electronic version of the LAPM that is available at the Division of Local Assistance Home page on the Internet at: <http://www.dot.ca.gov/hq/LocalPrograms/>. Once there, click on "Publications" and then click on "*Local Assistance Program Manual*". You may also purchase a Compact Disc (CD), titled "*Publications for Local Assistance CD*" which acts as a one-stop shop for information and promotes flexible access to helpful information for local project delivery. Additional information about this product and on how to obtain it is located on the internet at: <http://www.dot.ca.gov/hq/LocalPrograms/lam/LApubsCD.htm>
- Additional user-friendly features were developed to make the manual easier to edit and to access on the DLA website. The added features will allow the users to navigate more quickly through the manual. Chapter formatting has been changed to enhance user-friendliness and reduce overall document size. Internal bookmarks allow for direct access to chapters and subheadings from the table of contents. Right justification has been eliminated, resulting in tighter text, more compact paragraphs and an overall reduced chapter size.
- To receive an electronic notification when new information is posted on the DLA Website, please subscribe to the DLA list server at: <http://www.dot.ca.gov/hq/LocalPrograms/sub.htm>

Caltrans-Division of Local Assistance

May 1, 2006

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## EXHIBIT B – FEDERAL PROVISIONS

LPP 06-02

### Consultant Selection (Disadvantaged Business Enterprise (DBE) Race-Neutral Program Implementation)

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- Comments and suggestions for improvements to the manual or the processes and procedures are welcome. They may be submitted to:

Department of Transportation  
 Division of Local Assistance, MS 1  
 Attention: **Cathy Felkins**  
 P.O. Box 942874  
 Sacramento, CA 94274-0001  
 FAX (916) 654-2409  
[Cathy\\_Felkins@dot.ca.gov](mailto:Cathy_Felkins@dot.ca.gov)

#### SUMMARY OF CHANGES

LAPM Item	Change
Chapter 10 Table of Contents	Updated the Table of Contents to reflect the changes made. Replaced race-conscious "DBE goal" terminology with race-neutral "DBE Availability Advisories" terminology throughout the chapter.
Section 10.1 (General) pages 10-1 thru 4	<p>Under <i>Federal Legislation</i>, added list of required provisions for federal-aid Consultant Contract.</p> <p>Under <i>State Legislation</i> reminded local agencies that cost might not be one of the rating criteria for A&amp;E consultants. Added the link to: <a href="http://www.dot.ca.gov/hq/construc/A&amp;E_Guidelines/A&amp;EGuidelines.pdf">http://www.dot.ca.gov/hq/construc/A&amp;E_Guidelines/A&amp;EGuidelines.pdf</a></p> <p>This section pointed out that California Prevailing Wages might be required on an A&amp;E Consultant contract.</p> <p>The section <i>Selecting the Project</i> was moved next to <i>State Legislation</i>.</p> <p>Made revisions to the <i>Pre-Award Audit</i> section.</p> <p>Under <i>Caltrans Performs Pre-Award Audit</i>, reference to <i>Section 4.3 of the Caltrans Service Contracts Manual...</i> was included to provide additional details on audit process.</p> <p>Made revisions to the section <i>Local Agency (Or Hired Certified Public Accountant) Performs Pre-Award Audit</i>.</p> <p>Under <i>Authorization To Proceed</i>, reference to Chapter 23, <i>Local Agency State Transportation Improvement Program Projects</i> of the LAPG was added.</p>

**EXHIBIT B -- FEDERAL PROVISIONS**

LPP 06-02

**Consultant Selection (Disadvantaged Business Enterprise (DBE) Race-Neutral Program Implementation)**

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LAPM Item	Change.
<p><b>Section 10.2 (Identifying &amp; Defining A Need For Consultants)) pages 10-5 thru 9</b></p>	<p>A second paragraph was added to section <i>Identifying &amp; Defining A Need For Consultants</i>.</p> <p>The section <i>Appointing The Contract Administrator</i> was revised.</p> <p>Arranged in bullets the project schedule, redefined the scope of work of a Consultant, and added reference to 49 CFR Part 26 provisions, which required for local agency receiving federal-aid funds to adopt a DBE program and annual goal.</p> <p>Under <i>Estimate Cost of Consultant Work</i>, added in the first sentence of the paragraph... <i>(required for contracts over \$100,000)</i>...and pointed out that consultant services must be clearly identified in the solicitation of consultant services and must be included in the cost estimate.</p> <p>Under <i>Determine Type of Contract</i>, the four types of contracts permitted on the scope of services to be performed were further clarified.</p>
<p><b>Section 10.3 (Consultant Selection Methods) pages 10-10 thru 13</b></p>	<p>Revised the following headings in the section:</p> <ul style="list-style-type: none"> <li>• <i>One-Step RFP (Request for Proposal, Followed by Interviews and Negotiation)</i></li> <li>• <i>One-Step RFQ (Request for Qualifications, Followed by Interviews and Negotiation)</i></li> <li>• <i>Two-step RFQ/RFP (Request for Qualifications, Followed by request for Proposal and Negotiation)</i></li> <li>• <i>Noncompetitive Negotiated Agreements</i></li> <li>• <i>Agreement Costing Less Than \$100,000</i></li> </ul> <p>Added a subheading <i>Personal Services Contracts</i> to explain the employer-employee relationship and the services provided under personal services contract</p> <p>Revised the Flow Chart 10-1 <i>Selecting Consultants</i>.</p>

## EXHIBIT B – FEDERAL PROVISIONS

LPP 06-02

### Consultant Selection (Disadvantaged Business Enterprise (DBE) Race-Neutral Program Implementation)

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LAPM Item	Change
<p>Section 10.4 (Consultant Selection Using the One-Step RFP Method) pages 10-14 thru 16</p>	<p>Revised the first paragraph under section <i>Consultant Selection Using the One-Step RFP Method</i>.</p> <p>Revised the section <i>Appoint Consultant Selection Committee</i> and pointed out the process.</p> <p>Added a sixth bullet: <i>Whether or not a DBE goal is specified if a federal-aid contract</i> as one of the requirements in an RFP.</p> <p>In the following set of bullets, included in the third bullet ... <i>deadlines</i> under items typically required in a technical proposal. Additional bullet on <i>References</i> was included.</p> <p>Revised the heading, <i>Receive and Evaluate Technical Proposals And Statements of Qualifications</i> to <i>Receive and Evaluate Technical Proposals</i>.</p> <p>Under <i>Develop Final Ranking and Notify Consultants of Results</i>, added paragraphs addressing debriefing of consultants and not using this process to establish a pre-qualified list.</p> <p>Discussed further independent cost and pre-award audit, <i>Negotiate Contract with Top-Ranked Consultant</i> and added "deadlines" on the second bulleted item.</p>
<p>Section 10.5 (Consultant Selection Using the One-Step RFQ Method) pages 10-17 thru 20</p>	<p>Under the heading <i>Appoint Consultant Selection Committee</i>, pointed out that familiarity by members of the committee with the project/segment to be contracted out and with the local agency standards that will be used in the contract would be helpful.</p> <p>Revised the paragraph under <i>Develop Schedule For Consultant Selection</i> requiring Contract Administrator to confirm dates with all the selection committee members.</p> <p>Added a new heading, <i>Prepare Request For Qualifications (RFQ)</i></p> <p>Under <i>Advertise For Consultants</i>, added third paragraph specifying the content of proposal.</p> <p>Under <i>Notify Consultants of Shortlist</i>, added second paragraph addressing debriefing of unsuccessful consultants.</p>



**EXHIBIT B – FEDERAL PROVISIONS**

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**Consultant Selection (Disadvantaged Business Enterprise (DBE) Race-Neutral Program Implementation)**

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LAPM Item	Change
<p><b>Cont.</b> <b>Section 10.5</b> <b>(Consultant Selection Using the One-Step RFQ Method) pages 10-17 thru 20</b></p>	<p>Under <i>Interview Top-Ranked Consultants</i>, added paragraphs, to discuss consultant questions and local agency answers to be in writing and to be provided to all remaining consultants as well as for local agency to check the consultants' references.</p> <p>Provided additional "debriefing" details under <i>Develop Final Ranking and Notify Consultants of Results</i>.</p> <p>Additional "cost proposal" details under paragraph entitled <i>Request Cost Proposal</i> were included.</p> <p>Under <i>Negotiate Contract With Top-Ranked Consultant</i> further explained negotiation contract process</p>
<p><b>Section 10.6</b> <b>(Consultant Selection Using the Two-Step RFQ/RFP Method) page 10-21</b></p>	<p>Revised the first paragraph and added fourth paragraph to this section.</p>
<p><b>Section 10-7</b> <b>(Completing The Project) page 10-21 thru 25</b></p>	<p>Under <i>Develop The Final Contract</i>, added reference to Exhibit 10-S, <i>A&amp;E Sample Contract Language</i>.</p> <p>Added the following new headings</p> <ul style="list-style-type: none"> <li>• Review and Approval of Agreements</li> <li>• Retention Clauses</li> <li>• Substitution of Consultant Personnel and Subcontractors</li> <li>• Invoicing (Or Progress Payment)</li> <li>• Contract Amendments (Supplemental Agreements)</li> </ul> <p>Revised first paragraph under <i>Review of Local Agency Actions</i>.</p> <p>Made revisions to <i>Close out Projects</i>.</p> <p>Under <i>Performance Evaluation</i>, added Exhibit 10-T, <i>Sample of Consultant Performance Evaluation</i> form.</p>

**EXHIBIT B - FEDERAL PROVISIONS**

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**Consultant Selection (Disadvantaged Business Enterprise (DBE) Race-Neutral Program Implementation)**

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<p>Section 10-8 (Miscellaneous Considerations) page 10-25, 26</p>	<p>Deleted the following headings in this section:</p> <ul style="list-style-type: none"> <li>• Review and Approval of Agreements</li> <li>• Supplemental Agreements</li> <li>• Engineering Services Under \$25,000</li> <li>• Retention Clauses</li> </ul> <p><i>Changes made under the heading title Retaining A Consultant As City Or County Engineer:</i></p> <ul style="list-style-type: none"> <li>• Changed heading title to <i>Retaining A Consultant As An Agency Engineer</i>.</li> <li>• Added in the last sentence of the first paragraph, ... <i>and /state...</i></li> <li>• Changed the third bulleted item to: <i>Written designation as Agency Engineers</i></li> <li>• Deleted the last paragraph.</li> </ul>
<p>Section 10.9 (References) page 10-26</p>	<p>Updated the list of references.</p>
<p>Exhibits 10-O thru 10-S pages 10-73 thru 98</p>	<p>The following new exhibits were added to this chapter:</p> <ul style="list-style-type: none"> <li>• Exhibit 10-O <i>Local Agency Consultant-DBE (Consultant Contract Information</i></li> <li>• Exhibit 10-P <i>Nonlobbying Certifications for Federal-Aid Contracts</i></li> <li>• Exhibit 10-Q <i>Disclosure of Lobbying Activities</i></li> <li>• Exhibit 10-R <i>A&amp;E Sample Contract Language</i></li> <li>• Exhibit 10-S <i>Consultant Performance Evaluation</i></li> </ul>
<p>Exhibits 10-B page 10-29</p>	<p>Suggested Evaluation Sheet--Revised the criteria, "<i>Demonstrated DBE Intent</i>" with "<i>Demonstrated Technical Ability</i>" DBE is not to be used as a weighted criteria in selecting a consultant. If a DBE goal is specified in the consultant solicitation, the perspective consultant to be responsive must either meet the DBE goal or have made a Good Faith Effort to meet the DBE goal.</p> <p>Added in the asterisk <i>Disadvantaged Business (DBE) participation by the consultant shall not be used as one of the criteria listed above.</i></p>

EXHIBIT B - FEDERAL PROVISIONS

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**Consultant Selection (Disadvantaged Business Enterprise (DBE) Race-Neutral Program Implementation)**

Page 8

<p><b>Exhibit 10-C page</b> 10-32, 33</p>	<p>Consultant Agreement Reviewers Checklist - No. II list no.5.letter r) changed exhibit title. <i>Added Distribution</i> on the last page of this exhibit.</p>
<p><b>Exhibit 10-D page</b> 10-35</p>	<p>Consultant Agreement Outline --Made other minor revisions in the exhibit.</p>
<p><b>Exhibits 10-I and 10-J pages 10-49 to 10-57</b></p>	<p>Notice to Bidders/Proposers Disadvantaged Business Enterprise Information (10-I) and Standard Agreement for Subcontractor/ DBE Participation (10-J) - -Removed race-conscious DBE provisions and replaced with race-neutral DBE provisions in both Exhibit 10-I and Exhibit 10-J. Changed formats of both exhibits to correspond to the formats being used by Caltrans.</p>
<p><b>Exhibits 10-K page</b> 10-59</p>	<p>Audit Disposition -- <i>Added Distribution</i> on the last page of this exhibit.</p>

Client#: 2085

WOODRODGE1

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
09/25/07

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

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  
Wood Rodgers, Inc.  
3301 C Street, Bldg 100B  
Sacramento, CA 95816-3342

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: The Travelers Indemnity Co of CT	
INSURER B: Travelers Property Casualty Co of Am	
INSURER C: American Automobile Ins. Co.	
INSURER D: XL Specialty Insurance Co.	
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	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	6805350L903 GENERAL LIAB EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES	10/01/07	10/01/08	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA5367L055	10/01/07	10/01/08	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 EA ACC AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$	CUP7348Y112	10/01/07	10/01/08	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000  \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <small>If yes, describe under SPECIAL PROVISIONS below</small>	WZP80955113	10/01/07	10/01/08	<input 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
D		OTHER Professional Liability	DPR9609056	10/01/07	10/01/08	\$5,000,000 per claim \$7,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
All Operations of the Named Insured.  
(see attached endorsement)

**CERTIFICATE HOLDER**

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

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Shirley Conrad*

POLICY NUMBER: 6805350L903

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 09/25/07

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
ADDITIONAL INSURED  
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

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

**SCHEDULE**

**NAME OF PERSON(S) OR ORGANIZATION(S):**

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

**PROJECT/LOCATION OF COVERED OPERATIONS:**

All Operations of the Named Insured

1. WHO IS AN INSURED (Section II) is amended to include the person or organization shown in the Schedule above as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If the injury or damage arises out of the performance by you or your subcontractor, of "your work" on or for the project, or at the location, shown in the Schedule above. Such person or organization does not qualify as an additional insured with respect to their independent acts or for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement

2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a. This insurance does not apply to the rendering of or failure to render any "professional services".
  - b. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in a "contract or agreement requiring insurance" for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less

This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for the Coverage Part.

3. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that, for additional insured shown in the Schedule, the insurance provided to that additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed; after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any

## COMMERCIAL GENERAL LIABILITY

other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

4. The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us In COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury"

or "property damage" occurs, or the "personal injury" offense is committed.

5. As respects the insurance provided to the additional insured by this endorsement, the following definition is added to DEFINITIONS (Section V): "contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
  - b. While that part of the contract or agreement is in effect; and
  - c. Before the end of the policy period.
- All other terms of your policy remain the same.

Schedule continued: The County of Monterey, its agents, officers and employees

POLICY NUMBER: BA5367L055

BUSINESS AUTOMOBILE LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY  
**DESIGNATED INSURED ENDORSEMENT (CA 20 48)**

Name of Person(s) or Organization(s)

County of Monterey  
Resource Managment Agency  
Attn: Dalia M. Mariscal  
168 West Alisal Street, 2nd Floor  
Salinas, CA 93901

**BUSINESS AUTO COVERAGE**

Each person or organization indicated above is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in SECTION II of the Coverage Form.

Schedule continued: The County of Monterey, its agents, officers and employees

ARCHITECTS PLAN  
COMMON POLICY DECLARATIONS

POLICY NUMBER: BA-5367LD55-07-GRP \*

INSURING COMPANY:  
THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

1. NAMED INSURED AND MAILING ADDRESS:

WOOD RODGERS INC.  
3301 C ST BLDG 100B  
SACRAMENTO, CA 95816

2. POLICY PERIOD: From 10/01/07 to 10/01/08 12:01 A.M. Standard Time at  
your mailing address.

3. LOCATIONS

Premises	Bldg.			
Loc. No.	No.	Occupancy		Address

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:  
COMMERCIAL AUTOMOBILE COV PART DECLARATIONS CA TO 01 02 07 TCT

5. NUMBERS OF FORMS AND ENDORSEMENTS

FORMING A PART OF THIS POLICY: SEE IL TB 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy  
containing its complete provisions:

Policy	Policy No.	Insuring Company
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DIRECT BILL

7. PREMIUM SUMMARY:

Provisional Premium	\$
Due at Inception	\$
Due at Each	\$

NAME AND ADDRESS OF AGENT OR BROKER:

DEALEY RENTON & ASSOC (CGW76)  
P O BOX 12675  
OAKLAND, CA 946042675



# TRAVELERS

POLICY NUMBER: BA-5367L055-07-GRP

EFFECTIVE DATE: 10-01-07

## LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL TO 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL TO 01 06 03	COMMON POLICY CONDITIONS

### COMMERCIAL AUTOMOBILE

CA TO 01 02 07	BUSINESS AUTO CDV PART ITEMS 1, 2
CA TO 02 11 06	BUSINESS AUTO CDV PART DEC- ITEM 3
CA TO 03 02 07	BUSINESS AUTO CDV PART ITEMS 4, 5
CA TO 30 11 06	BUSINESS AUTO/TRUCK CDV PART-SUPPL SCHD
CA TO 31 01 04	TABLE OF CONTENTS-BUSINESS AUTO CDVFORM
<del>CA 00 01 03 06</del>	<del>BUSINESS AUTO POLICY</del>
CA T4 00 01 04	AMENDATORY ENDORSEMENT
CA 01 36 10 01	NEVADA CHANGES
CA 01 43 02 97	CALIFORNIA CHANGES
CA 03 05 02 97	CA CHANGES-WAIVER OF COLLISION DED
CA 04 24 04 06	CALIFORNIA AUTO MED PAY CDV
CA 20 48 02 99	DESIGNATED INSURED
CA 21 27 03 06	NEVADA UM COVERAGE
CA 21 54 03 06	CALIFORNIA UM COVERAGE-BI
CA 99 03 03 06	AUTO MED PAY COVERAGE
CA 99 16 12 93	HIRED AUTOS SPECIF AS CDV AUTOS YDU DWN
CA T3 40 02 99	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
CA T3 04 01 87	AMENDED TITLE-AUTO COVERAGE PARTS

### INTERLINE ENDORSEMENTS

IL 00 21 07 02	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 01 10 07 01	NV CHANGES-CONCEALMENT, MISREP OR FRAUD
IL 02 51 09 07	NV CHANGES-CANCELLATION & NONRENEWAL
IL 02 70 11 04	CA CHANGES-CANCELLATION & NON-RENEWAL

### POLICYHOLDER NOTICES

PN CA 36 09 05	CA AUTO BODY REPAIR CONS BILL OF RIGHTS
PN T4 49 05 05	POLICYHOLDER NOTICE

charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed

for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, 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.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to



\* (Handwritten mark next to paragraph 5c)

## COMMERCIAL AUTO

apply as excess insurance over this Coverage Form.

### SECTION V - DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
  2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured";
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are ac-

cepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.

"Leased worker" does not include a "temporary worker".

J. "Loss" means direct and accidental loss or damage.

K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
5. Vehicles not described in Paragraph 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
  - a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning;
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.



## COMMERCIAL AUTO

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
  - 1. Damages because of "bodily injury" or "property damage"; or
  - 2. A "covered pollution cost or expense",

to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
  - P. "Trailer" includes semitrailer.

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