

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

Agreement No: A – 10741

- a. Approve Amendment No. 3 to Professional Services Agreement No. A-10741 with LSA Associates, Inc., to provide additional environmental services to conduct cultural resource studies in order to prepare a Historical Resources Evaluation Report as required by Caltrans and update the Contractor's billing rates for the Davis Road Bridge Replacement Project, County No. 208, at Salinas River, Project No. 360065, Federal Aid Project No. BRLS-5944 (068), including the widening of Davis Road to four lanes between Blanco Road and Reservation Road in Monterey County in the amount of \$20,680 for a total amount not to exceed \$416,925 for a term through March 31, 2011; and)
- b. Authorize the Contracts/Purchasing Officer to execute Amendment No. 3 to Professional Services Agreement No. A-10741 and future amendments to this Agreement where the amendments do not exceed ten percent (10%) of the original Agreement amount and do not significantly alter the scope of work.)

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

- a. Approved Amendment No. 3 to Professional Services Agreement No. A-10741 with LSA Associates, Inc., to provide additional environmental services to conduct cultural resource studies in order to prepare a Historical Resources Evaluation Report as required by Caltrans and update the Contractor's billing rates for the Davis Road Bridge Replacement Project, County No. 208, at Salinas River, Project No. 360065, Federal Aid Project No. BRLS-5944 (068), including the widening of Davis Road to four lanes between Blanco Road and Reservation Road in Monterey County in the amount of \$20,680 for a total amount not to exceed \$416,925 for a term through March 31, 2011; and
- b. Authorized the Contracts/Purchasing Officer to execute Amendment No. 3 to Professional Services Agreement No. A-10741 and future amendments to this Agreement where the amendments do not exceed ten percent (10%) of the original Agreement amount and do not significantly alter the scope of work.

PASSED AND ADOPTED this 23rd day of March, 2010, by the following vote, to wit:

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

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on March 23, 2010.

Dated: March 24, 2010

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

By _____

Deputy

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

THIS AMENDMENT NO. 3 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County"), and LSA ASSOCIATES, INC. (hereinafter, "CONTRACTOR") which was executed by the County on January 4, 2007, (hereinafter, "Agreement") is hereby entered into between the County and the CONTRACTOR.

WHEREAS, the County and the CONTRACTOR wish to amend the Agreement to provide additional environmental services to conduct cultural resource studies in order to prepare a Historical Resources Evaluation Report (HRER) as required by Caltrans and update the CONTRACTOR's billing rates for the Davis Road Bridge Replacement Project, County No. 208, including the widening of Davis Road to four lanes between Blanco Road and Reservation Road in Monterey County.

NOW, THEREFORE, the parties agree to further amend the Agreement as follows:

1. Amend Paragraph 1, "Services to be Provided", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A and A-1 in conformity with the terms of this Agreement. The services are generally described as follows: provide environmental services and conduct cultural resource studies in order to prepare a Historical Resources Evaluation Report (HRER) as required by Caltrans for the Davis Road Bridge Replacement Project, County No. 208, including the widening of Davis Road to four lanes between Blanco Road and Reservation Road in Monterey County.

2. Amend Paragraph 2, "Payments by County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A and A-1, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is amended to increase the total amount payable to CONTRACTOR by \$20,680, for a total not to exceed the sum of \$416,925.

3. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-1, Scope of Services/Payment Provisions".
4. All other terms and conditions of the Agreement remain unchanged and in full force.

ENTERED

APR 30 2010

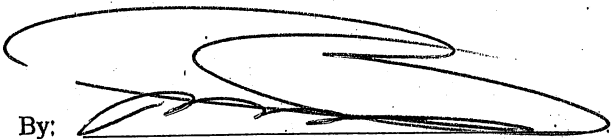
KA

5. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

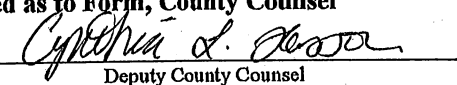
IN WITNESS WHEREOF the parties hereto have executed this Amendment No. 3 to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY *

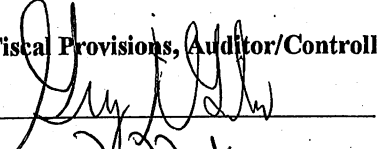
CONTRACTOR

By: 
Contracts/Purchasing Officer

Date: 5-3-10

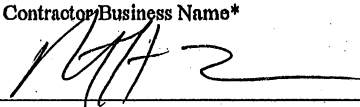
Approved as to Form, County Counsel
By: 
Deputy County Counsel

Date: 2-22-10

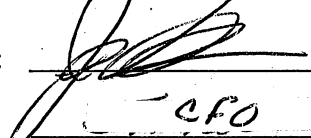
Approved as to Fiscal Provisions, Auditor/Controller
By: 
Date: 2-22-10

Approved as to Indemnity, Insurance Provisions,
Risk Management
By: _____
Date: _____

LSA Associates, Inc.
Contractor/Business Name*

By: 
Its: President
(Signature of Chair, President, or Vice-President)

Date: 2/16/10

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

Date: 2/16/10

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

ENTERED
APR 30 2010

KA

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

LSA

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

BERKELEY
CARLSBAD
FORT COLLINS

FRESNO
IRVINE
PALM SPRINGS

POINT RICHMOND
RIVERSIDE
ROCKLIN
SO. SAN FRANCISCO

January 22, 2010

Monterey County Department of Public Works
168 West Alisal Street, Second Floor
Salinas, CA 93901
Attn: Arturo Adlawan

Subject: Davis Road Bridge Replacement Project (County Project No. R300800079,
LSA Project No. MOC0602 and MOC0603)

Dear Mr. Adlawan:

Per our discussion on December 28, 2009, this letter is intended to provide you with LSA's current billing rates that will be used for the Davis Road Bridge and Road Widening Project.

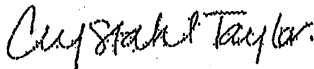
LSA provided the Monterey County Department of Public Works with a scope of work and budget in June 2006. LSA's billing rates have increased during the time period between preparation of the budget and receipt of project plans which allowed LSA to initiate preparation of the technical studies included in the scope of work. In addition, LSA has changed some staff working on the project, which has also affected billing rates as previously proposed.

As we discussed, the changes that have occurred with LSA's billing rates will not affect the total budget included in the contract. The total amount billed will not exceed \$194,585 (MOC0602) and \$201,660 (MOC0603), unless authorized at a later date.

Attached are the revised Hourly Billing Rates effective March 2009 for the staff assigned to the Davis Road Bridge Replacement and Road Widening Project.

Upon your review, please feel free to contact me at (805) 782-0745 with any questions or concerns.

Sincerely,



Crystahl Taylor
Senior Environmental Planner

Attachment: Hourly Billing Rates

cc: Rob McCann, LSA Associates, Inc.

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

HOURLY BILLING RATES EFFECTIVE MARCH 2009

Planning	Job Classification						Hourly Rate Range*
	Environmental	Transportation	Air/Noise	Cultural Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$140-275
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$100-190
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist	Senior Cultural Resources Manager	Senior Biologist/Botanist/Wildlife Biologist/ Ecologist/Soil Scientist/ Herpetologist/Arborist	Senior GIS Specialist	\$85-170
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist	Cultural Resources Manager	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/ Arborist	GIS Specialist	\$70-100
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/ Botanist/Wildlife Biologist/ Ecologist/Soil Scientist/ Herpetologist/Arborist	Assistant GIS Specialist	\$50-100
Field Services							
Senior Field Crew/Field Crew							
Office Services							
Research Assistant/Technician							\$50-85
Graphics							\$30-40
Office Assistant							\$80-105
Word Processing/Technical Editing							\$55-80
							\$70-95

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

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

LSA ASSOCIATES, INC.

LSA IN-HOUSE DIRECT EXPENSES

	Unit Cost
Reproduction	\$0.10 per page
Color Reproduction (8.5 x 11)	\$1.00 per page
Color Reproduction (11 x 17)	\$2.50 per page
CD Production	\$5.00 per CD
Plotting	\$5.00 per linear ft.
Mileage	Current IRS Rate
GPS Unit	\$100.00 per day
Sound Meter	\$75.00 per day
Aerial Photos	\$200.00 per photo

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Proposal for Historical Resources Evaluation Report for the Davis Road Bridge Replacement Project, Monterey County, California

Historical Resources Evaluation Report

LSA Associates, Inc. (LSA), will conduct cultural resource studies in order to prepare a Historical Resources Evaluation Report (HRER) as required by Caltrans¹ to address the National and California register eligibility of the following two historical archaeological sites in the Area of Potential Effects: DR-1, a concentration of historical artifacts associated with ornamental vegetation at a possible former building pad northwest of the existing bridge; and DR-2, a scatter of historical artifacts in a field southwest of the existing bridge.

LSA will conduct field recording, background research, and National and California register evaluations, and prepare Department of Parks and Recreation (DPR) 523 forms and an HRER. The tasks will be conducted in accordance with guidance in the Caltrans Standard Environmental Reference, Vol. 2.

The following tasks will be done:

- Field recording of DR-1 and DR-2 will be done to document the archaeological remains at both locations.
- The results of the field recording will be documented on DPR 523 forms.
- Background research will be done at archives, libraries, and other facilities and local government offices in Salinas that may have information regarding the occupants of the parcels and the parcels' ownership history. If possible, landowners and/or local residents knowledgeable about the land use history of the parcels will be interviewed.
- The sites will be evaluated for their eligibility for listing in the National Register of Historic Places and the California Register of Historical Resources, in accordance with the 2004 Caltrans Programmatic Agreement and the California Environmental Quality Act.
- An HRER will be prepared to Caltrans standards.

Assumptions

- Up to 16 hours will be spent addressing comments.
- If Caltrans requires further studies or other documents, a budget augment will be necessary.

The proposed cultural resources studies can be done at a cost not to exceed \$20,680.

Services to be provided under Amendment No. 3 shall be based upon a time and materials basis not exceeding the sum of \$20,680.

RM
Contractor Initials

2/16/10
Date

¹ During an October 21, 2009, conference call with LSA, Caltrans District 5 archaeologist Kelda Wilson required the preparation of DPR 523 forms and an HRER. This approach was developed as a possible alternative to Extended Phase I subsurface excavations.

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

**Davis Road Bridge Replacement and Road Widening Project
HRER Budget and Schedule**

LSA Associates, Inc.
January 2010

LABOR COSTS		LSA Associates, Inc.		LSA - Labor Total		Reimbursables		TOTAL
	Senior Environmental Planner	Associate Cultural Resource Manager	Senior Cultural Resource Manager	Architectural Historian	Cultural Resource Analyst			
	\$110	\$95	\$85	\$65	\$60			
Historic Resources Evaluation Report*								
Field recording (4 weeks)	1	20	8			\$2,690		\$2,690
Historical Research (Salinas) (4 weeks)	1	10	10	40		\$4,510		\$4,510
Site records preparation (4 weeks)	1	15	20		8	\$3,715		\$3,715
HRER preparation (8 weeks)	4	15	28	80	2	\$9,565	\$200	\$9,765
TOTAL HRER BUDGET	7	60	66	120	10	\$20,480	\$200	\$20,680
* Each subtask will occur upon completion of the previous task.								

HRER budget and scope_rev_1.22.10.xls Sheet1 (1/22/2010)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
County of Monterey Resource Management Agency Attn: Dalia Mariscal 168 W. Alisal Street, 2nd Floor Salinas, CA 93901	Schedule Cont.: The County of Monterey, its Officers, Agents and Employees
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

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

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

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELLED FOR NON-PAYMENT OF PREMIUM, 10 DAYS

POLICY NUMBER: GLO915744402.

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

(Continued from page 1.)
WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

Insured: LSA Associates, Inc.

Insurer: Hartford Fire Insurance

Policy Effective Dates: September 30, 2009 -September 30, 2010

Policy Number: 57UUNIF1488

Additional Insureds: *County of Monterey, Its Agents, Officers and Employees*

EXCERPTS FROM CA 00001 (1001)

HARTFORD BUSINESS AUTO COVERAGE

Additional Insured: SECTION II – LIABILITY COVERAGE

1. WHO IS AN INSURED: The following are “insureds”
 - c. Anyone liable for the conduct of an “insured” ...but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 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 provide by this Coverage Form is excess over any other collectible insurance.
- 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”.

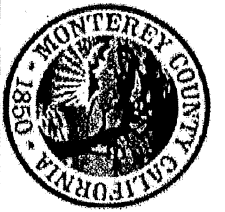
Cross Liability Clause: SECTION V – DEFINITIONS

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.

EXCERPTS FROM HA9916 (0302)

HARTFORD COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

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



COUNTY OF MONTEREY PURCHASE ORDER

Rec'd 5-10-11 from E. Caribena

ORDER DATE 05-07-2010

SC 3000 00000002267

IMPORTANT

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

S PUBLIC WRK
H 168 W. ALISAL ST.,
P 2ND FLOOR
T SALINAS CA 93901

B PUBLIC WRK
I 168 W ALISAL ST
L 2ND FLOOR
T SALINAS CA 93901

VENDOR
L S A ASSOCIATES INC
20 Executive Park, Ste 200
Irvine CA 92614

DELIVERY DATE

FOB:

CC: Master Fly, PSA File, Clerk of BS, A. Adlawan, P. Boedjgwan, Crystal Taylor/LSA

VENOR NUMBER CV000002267

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
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PURCH DESC: *****CHANGE ORDER*****
 AMENDMENT NO.3 TO THE PSA BETWEEN LSA ASSOCIATES, INC. AND THE COUNTY OF MONTEREY PROVIDES FOR ADDITIONAL ENVIRONMENTAL SERVICES TO CONDUCT CULTURAL RESOURCE STUDIES IN ORDER TO PREPARE A HISTORICAL RESOURCES EVALUATION REPORT (HRR) AS REQUIRED BY CALTRANS AND UPDATE THE CONTRACTOR'S BILLING RATES FOR THE DAVIS ROAD BRIDGE REPLACEMENT PROJEC. COUNTY NO. 208 INCLUDING THE WIDENING OF DAVIS ROAD TO FOUR LANES BETWEEN BLANCO ROAD AND RESERVATION ROAD IN MONTEREY COUNTY IN THE AMOUNT OF \$20,680 FOR A TOTAL AMOUNT NOT TO EXCEED \$416,925 THROUGH MARCH 31, 2011.

AMENDMENT NO.2 EXTENDS THE TERM FROM DECEMBER 31, 2009 THROUGH MARCH 31, 2011.

AMENDMENT NO.1 EXTENDS THE TERM FROM DECEMBER 31, 2008 THROUGH DECEMBER 31, 2009.

TO PROVIDE ENVIRONMENTAL SERVICES FOR THE DAVIS ROAD BRIDGE REPLACEMENT PROJECT, COUNTY NO.208 INCLUDING THE WIDENING OF DAVIS RD TO FOUR LANES BETWEEN BLANCO ROAD AND RESERVATION ROAD IN MONTEREY COUNTY. ALL SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH TERMS, CONDITIONS, AND EXHIBITS OF THE APPROVED COUNTY OF MONTEREY AGREEMENT. TERM OF THE AGREEMENT 09/07/06 THROUGH 12/31/08 UNLESS SOONER TERMINATED PURSUANT TO THE AGREEMENT.

THIS PO IS A CONTINUATION OF R300900079.

ORDER TOTAL

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

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

TAX EXEMPTION INFORMATION:

FEDERAL EXCISE TAX EXEMPTION NUMBER 94-0006524

COUNTY BUYER INFORMATION:

Jaime Ayala

EMAIL: ayalaj@cc.monterey.ca.us

TELEPHONE: (831)755-4999 x41998

AUTHORIZED BY COUNTY OF MONTEREY
DEPUTIZED PURCHASING AGENT

PRINT DATE: 05/10/10

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

PAGE NUMBER 1 OF 2



COUNTY OF MONTEREY PURCHASE ORDER

ORDER DATE 05-07-2010
SC 3000 000000220

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

L S A ASSOCIATES INC
20 Executive Park Ste 200
Irvine CA 92614

S PUBLIC WRK
H 168 W ALSAL ST.,
I 2ND FLOOR
P SALINAS CA 93901
T
O

B PUBLIC WRK
I 168 W ALSAL ST
L 2ND FLOOR
T SALINAS CA 93901
O

VENDOR NUMBER: CV000002267

DELIVERY DATE:

F.O.B.:

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
1	0.0		92642	COMM LINE DESC: Env Svc (Not Otherwise Classified)	.00	.00	371,165.52
				002 - 3000 - 8195 - RMA012 - 8613 -			371165.52

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

ORDER TOTAL 371,165.52

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

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

AUTHORIZED BY COUNTY OF MONTEREY
DEPUTIZED PURCHASING AGENT

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

TELEPHONE: (831)755-4998 x4998

PRINT DATE: 05/19/10

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

PAGE NUMBER 2 OF 2