

**AMENDMENT NO. 11
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
WOOD RODGERS, INC.**

THIS AMENDMENT NO. 11 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Wood Rodgers, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on September 28, 2004 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on May 26, 2006 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions), November 30, 2006 (hereinafter, "Amendment No. 2", including Exhibit A-2 – Scope of Services/Payment Provisions), December 7, 2007 (hereinafter, "Amendment No. 3"), January 7, 2009 (hereinafter, "Amendment No. 4"), April 8, 2009 (hereinafter, "Amendment No. 5", including Exhibit A-3 – Scope of Services/Payment Provisions), November 12, 2009 (hereinafter, "Amendment No. 6", including Exhibit A-4 – Scope of Services/Payment Provisions), March 18, 2010 (hereinafter, "Amendment No. 7", including Exhibit A – 5 – Scope of Services/Payment Provisions), May 12, 2011 (hereinafter, "Amendment No. 8"), June 13, 2012 (hereinafter, "Amendment No. 9", including Exhibit A-6 – Scope of Services/Payment Provisions) and December 10, 2014 (hereinafter, "Amendment No. 10"); and

WHEREAS, the Initial Study (IS) and Mitigated Negative Declaration (MND) for the Highway 68 – Corral de Tierra Road Intersection Improvements (hereinafter, "Project") have been completed; and

WHEREAS, due to additional reviews and revisions of the Environmental Technical Reports, and the Administrative Draft Initial Study/Mitigated Negative Declaration required by Department of Transportation (Caltrans), additional time and funding are necessary to allow CONTRACTOR sufficient time to complete the environmental document, design, right-of-way acquisition and construction of the Project; and

WHEREAS, the CONTRACTOR's original scope is revised in accordance with Exhibit A-7, Scope of Services/Payment Provisions, which is attached and incorporated by this reference; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to December 31, 2016 and to increase the amount by \$260,385 to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 11.

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

1. Amend the first sentence of Paragraph 1, "Services to be Provided" to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6 and A-7 in conformity with the terms of this Agreement.

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

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6 and A-7, 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 \$1,001,647.

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

The term of this Agreement is from September 1, 2004 to December 31, 2016, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-7 Scope of Services/Payment Provisions".

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

6. This Amendment No. 11 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

7. The recitals to this Amendment No. 11 are incorporated into the Agreement and this Amendment No. 11.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 11 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

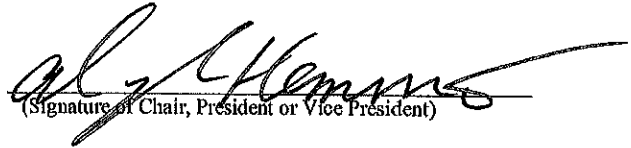
COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Wood Rodgers, Inc.
Contractor's Business Name


Date: _____


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

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

Date: 6/24/15

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

By: 
Deputy County Counsel


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

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

Date: 6-26-2015

Date: 6/24/15

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 6-26-15

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

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

EXHIBIT A-7 – SCOPE OF SERVICES/PAYMENT PROVISIONS
To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
CONTRACTOR, Inc., hereinafter referred to as “CONTRACTOR”

Project Approval and Environmental Documentation (PA & ED) CONTRACTOR’s Agreement approved on September 28, 2004 for the “project” initiated preparation of the Project Study Report (PSR), which was completed in October 2006. On October 10, 2006 the Agreement was amended to add scope and budget for the preparation of the PA&ED. On March 16, 2010 the Agreement was amended to add the scope and budget for completing the final design and plans, specifications, and engineer’s estimate (P S & E) for construction of the Project. The term of the Agreement currently extends through December 31, 2015. The completion of the PA&ED phase was anticipated in 2012. However, due to circumstances beyond CONTRACTOR’s control, the review and processing of the ED and associated documents for Caltrans approval has required substantially more time and effort than anticipated. LSA Associates, Inc. (LSA), as the sub consultant to CONTRACTOR, finalized the Administrative Draft (AD) of the ED (Initial Study(IS)/Mitigated Negative Declaration (MND)) based on the second round of comments from Caltrans and resubmitted the revised document for Caltrans approval in June of 2012. Upon review of the revised document LSA was again informed by Caltrans in July of 2012 that Caltrans had further comments on the documents, had an updated External Certification Form and updated ED Review Checklist. Caltrans also requested revision to the Water Quality Assessment Report (WQAR) based on Caltrans revised template and regulatory guidelines. Furthermore, Caltrans requested revision to eight (8) of the technical studies for updated formatting and regulatory requirements, and asked for the preparation of a Growth Screening Analysis Memorandum which was completed in June 2012. The requested revisions were incorporated and a matrix of response to comments was prepared and submitted to Caltrans District 5 environmental group in March 2013. Prior to the document being submitted to Quality Assurance (QA)/Quality Control (QC), District 5 technical specialists provided additional comments on the AD IS/MND and technical studies. Revisions were made again to the AD IS/MND and eleven (11) technical studies and revised documents were resubmitted to Caltrans District 5 in October 2013 for Caltrans QA/QC District 5 second round of reviews. LSA prepared two (2) rounds of additional revisions to the AD IS/MND and 11 of the technical studies since 2012, which was unexpected. The AD IS/MND document was finally approved in April 2014 and circulated for review twice before leading to the final approval of the Draft IS/MND, including the technical studies by Caltrans, in November 2014. The approval of the Draft Project Report on November 24, 2014 provided the required authorization from Caltrans to release the IS/MND document for Public review on December 1, 2014. An open Forum Public Meeting for the Project was held at San Benancio Middle School in Salinas on December 10, 2014. At Caltrans and County’s request LSA and CONTRACTOR’ staff attended the meeting. The public review period for the environmental document was closed on January 14, 2015 and this review has generated a significant number of comments from the public, requiring further efforts from LSA and CONTRACTOR to respond to these comments and finalize the IS/MND and the Project Report for approval by Caltrans.

As a result of the additional reviews and revisions to various documents, LSA’s scope of work for preparation of the AD ED was significantly expanded and additional budget has been exhausted to successfully complete this effort and attend the Public Meeting on December 10, 2014.

These revisions also required significant effort from CONTRACTOR to make additional QC reviews of LSA’s submittals, prepare a revision to the Stormwater Data Report and to the text of the Draft Project Report, prepare for and attend the Public Meeting, and coordinate and manage the deliverables required to successfully advance this Project to the next phase. At this time we anticipate that it would take an additional few months to complete the Final ED and obtain Caltrans approval of the Project Report. As per our previous correspondence, funds from the PS&E tasks were authorized for reallocation for responding to various new inquiries from Caltrans, attending meetings and conference calls, preparing additional studies and other supporting documents to obtain approval from Caltrans on the Draft PA&ED

EXHIBIT A-7 – SCOPE OF SERVICES/PAYMENT PROVISIONS

and move the project forward. Due to unforeseen and unanticipated circumstances, it has taken a significant amount of time and effort from LSA and CONTRACTOR since July 2012, to obtain Caltrans concurrence on the Draft PA&ED, and as a result CONTRACTOR's Project budget is nearly depleted. Now that the PA&ED phase is nearing completion and the PS&E phase is about to start, the following items require County's approval to provide sufficient budget to complete the PS&E package and advance the Project to the construction phase.

Please note the following outline below is an update to CONTRACTOR's request dated November 27, 2013, which noted the additional scope and budget required to complete the environmental documentation and Project Report. These items are addressed in order of CONTRACTOR's current scope of work for this phase of the Project:

Project Management

The current Agreement, as amended, includes budget for project management activities by consultants through December 2012 related to this phase of the Project. The PA&ED phase of the Project is now anticipated to continue until late spring of 2015, an additional thirty-three (33) months. This extension requires additional time and effort by CONTRACTOR and LSA for coordination, monitoring and directing work activities, and preparing monthly progress reports and invoices during the PA&ED process.

The additional level of effort associated with this change is estimated as:

Task Description	LSA Labor Classifications			Hours by Task	Cost by Task
	Project Manager	Principal Biologist	Environmental Planner		
Project Management/ Coordination/Conference Calls	24	4	18	46	\$6,540
Task 1.0 Subtotals:	24	4	18	46	
<i>Billing Rates</i>	<i>\$170</i>	<i>\$120</i>	<i>\$110</i>	Subtotal	\$6,540

CONTRACTOR Classifications	Hours	Hourly Rate	Fee
Project Manager/Principal	148	\$185	\$27,380
Project Engineer/Engineer III	72	\$125	\$9,000
Project Coordinator	32	\$70	\$2,240
		Subtotal	\$38,620

Additional budget required to complete this task is estimated as:

Task	LSA	CONTRACTOR	Fee
Project Management	\$6,540	\$38,620	\$45,160
	TOTAL		\$45,160

EXHIBIT A-7 – SCOPE OF SERVICES/PAYMENT PROVISIONS

TASK 1 – ED

Task 1.1 - Environmental Initiation – This task has been completed.

Task 1.2 - Environmental Technical Reports

This task was previously completed but Caltrans requested revision to the WQAR based on its revised template and regulatory guidelines. Furthermore, Caltrans requested revisions to eleven (11) of the technical studies for updated formatting and regulatory requirements. LSA revised the WQAR per changes to regulatory requirements, and incorporated Caltrans updated template and revisions to the Stormwater Data Report (August 2012). LSA also prepared the Growth Screening Analysis Memorandum requested by Caltrans District 5 in July 2012.

Deliverables/Actions:

- AD/MND to Caltrans District 5 for review and forwarding to Region QA/QC for review (electronic files on CD and three (3) print copies to Caltrans).
- Revised WQAR.
- Growth Screening Analysis Memorandum.

The additional level of effort associated with the above changes is estimated as:

Task Description	LSA Labor Classifications								Hours by Task	Direct Costs	Cost by Task
	Project Manager	Principal Biologist	Biologist	Senior Tech	Environmental Planner	Environmental Analyst	Graphics	Word Processor			
Revise Technical Studies	4	4	8	52	20			12	100	\$350	\$11,270
Task 1.2 Subtotals:	4	4	8	52	20			12	100	\$350	\$11,270
<i>Billing Rates:</i>	<i>\$170</i>	<i>\$120</i>	<i>\$85</i>	<i>\$115</i>	<i>\$110</i>	<i>\$65</i>	<i>\$75</i>	<i>\$75</i>			

CONTRACTOR Classification	Hours	Hourly Rate	Fee
Project Manager/Principal	12	\$185	\$2,220
Project Engineer/Engineer III	24	\$125	\$3,000
Subtotal			\$5,220

Additional budget required to complete this task is estimated as:

Task	LSA	CONTRACTOR	Fee
Task 1.2 –Environmental Technical Reports	\$11,270	\$5,220	\$16,490
TOTAL			\$16,490

Task 1.2.1 - Addendums to Environmental Technical Reports

As a result of the public review comments, LSA and CONTRACTOR have been directed to develop a design modification which would consolidate the existing ingress and egress of the residential properties on north side of State Route (SR) - 68 into the existing signalized access at the north leg of the Corral De Tierra and SR 68

EXHIBIT A-7 – SCOPE OF SERVICES/PAYMENT PROVISIONS

intersection. In response to this Project's design modifications and impact to approximately 600 square feet of additional project area located north of SR-68, LSA is now requested by Caltrans to prepare an Addendum to each of the twelve (12) technical studies to address this additional project area and any potential impacts to this additional project area resulting from the proposed improvements. In support of the Natural Environment Study Addendum, LSA will conduct a field survey of the additional project area, the findings of which will be presented in the Addendum. Additionally, LSA will conduct a paleontological field survey of the additional project area in support of the cultural resources addendums, the findings of which will be presented in the supplemental Historical Resources Compliant Report (HRCR) and Archaeological Survey Report (ASR).

Task Description	LSA Labor Classifications								Hours by Task	Direct Costs	Cost by Task
	Project Manager	Principal Biologist	Biologist	Senior Tech	Environmental Planner	Paleontologist	Graphics	Word Processor			
Addendum to Technical Reports	8	24	12	16	52	8	16	12	148	\$350	\$15,830
Task 1.2.1 Subtotals:	8	24	12	16	52	8	16	12	148	\$350	\$15,830
<i>Billing Rates:</i>	<i>\$170</i>	<i>\$120</i>	<i>\$85</i>	<i>\$115</i>	<i>\$110</i>	<i>\$70</i>	<i>\$75</i>	<i>\$75</i>			

CONTRACTOR Classification	Hours	Hourly Rate	Fee
Project Manager/Principal	2	\$185	\$370
Project Engineer/Engineer III	6	\$125	\$750
Subtotal			\$1,120

Additional budget required to complete this task is estimated as:

Task	LSA	CONTRACTOR	Fee
Task 1.2.1 – Addendums to Environmental Technical Reports	\$15,830	\$1,120	\$16,950
TOTAL			\$16,490

Task 1.3 – California Environmental Quality Act (CEQA) ED:

Task 1.3.1 Administrative Draft Initial Study/Mitigated Negative Declaration (IS/MND): LSA revised the June 2012 version of the AD IS/MND (ADED) and submitted the document to Caltrans, the County and CONTRACTOR for review. The submittal also included an updated External Certification Form, responses to two (2) additional iterations of Caltrans comments, an updated ED Review Checklist and a CD with the revised Word files and forms. The revised ADED was submitted in October 2013 for another round of submittal to Caltrans Central Region staff for review and QA/QC approval. CONTRACTOR provided review and coordination.

However, again due to circumstances beyond CONTRACTOR control, the review and processing of the Environmental Document and associated documents required substantially more time and effort than anticipated. LSA finalized the AD of the ED (IS/MND) based on the unanticipated additional rounds of comments from Caltrans.

EXHIBIT A-7 – SCOPE OF SERVICES/PAYMENT PROVISIONS

LSA submitted the IS/MND, technical studies and response to comments matrix to Caltrans District 5 in March 2013 for QA/QC District 5 second round of review. Prior to the document being submitted to QA/QC, District 5 technical specialists provided additional comments on the AD IS/MND and technical studies again. Revisions were made again to the AD IS/MND and eleven (11) technical studies and revised documents were resubmitted to Caltrans District 5 in October 2013 for QA/QC District 5 second round of reviews. LSA prepared two (2) rounds of additional revisions to the AD IS/MND and eleven (11) of the technical studies since 2012 which was unexpected. The AD IS/MND document was finally approved in April 2014.

Deliverables/Actions:

- Two (2) additional rounds of revisions to the AD IS/MND to Caltrans District 5 for review and forwarding to Caltrans Central Region staff for review (electronic files on CD and three (3) printed copies to Caltrans).

The additional level of effort associated with these above changes is estimated as:

Task Description	LSA Labor Classifications								Hours by Task	Direct Costs	Cost by Task
	Project Manager	Principal Biologist	Biologist	Senior Tech	Environmental Planner	Environmental Analyst	Graphics	Word Processor			
Revise Draft IS/MND	6			2	35	20		2	65	\$350	\$6,900
2 nd Iteration Revision IS/MND	4				38	14	4	8	68	\$100	\$6,770
3 rd Iteration Revision IS/MND	3				30	8		5	46	\$250	\$4,955
Task 1.3.1 Subtotals:	13			2	103	42	4	15	179	\$700	\$18,625
<i>Billing Rates:</i>	<i>\$170</i>	<i>\$120</i>	<i>\$85</i>	<i>\$115</i>	<i>\$110</i>	<i>\$65</i>	<i>\$75</i>	<i>\$75</i>			

CONTRACTOR Classification	Hours	Hourly Rate	Fee
Project Manager/Principal	56	\$185	\$10,360
Project Engineer/Engineer III	128	\$125	\$16,000
Subtotal			\$26,360

Additional budget required to complete this task is estimated as:

Task	LSA	CONTRACTOR	Fee
Task 1.3.1: AD IS/MND	\$18,625	\$26,360	\$44,985
TOTAL			\$44,985

Task 1.3.2 Draft IS/MND for Public Review: As noted in CONTRACTOR's earlier correspondence, LSA will provide the preprint version of the Public review Draft IS/MND to Caltrans District 5, the County, and CONTRACTOR for a limited final review to verify that the document is approved for circulation. CONTRACTOR will provide review and coordination. Caltrans District 5 will coordinate with the Region QA/QC reviewers for their second and final round of comments which are assumed to be minor. LSA will make final revisions and provide the Draft IS/MND to Caltrans for approval to circulate the document for Public review. The County will provide the signed final MND form.

EXHIBIT A-7 – SCOPE OF SERVICES/PAYMENT PROVISIONS

LSA will provide Caltrans with one (1) print-ready master copy of the IS/MND, including appendices (and technical studies if necessary). One (1) CD with the Draft ED electronic files will also be provided. Caltrans or the County will conduct the document distribution for Public review. LSA will prepare a Draft Notice of Intent (NOI) and a Public Notice regarding the availability of the Draft IS/MND for public review. The County or Caltrans will be responsible for publication of the Public Notice in a general circulation newspaper. In addition, LSA will also prepare a Draft Notice of Completion (NOC) for the County to file with the County Clerk and the State Clearinghouse to begin the required Public review period. The Draft IS/MND was approved on November 24, 2014 provided the required authorization from Caltrans to release the IS/MND document for Public review on December 1, 2014.

Deliverables/Actions:

- Pre-print Draft IS/MND to Caltrans and the County for review (electronic files or two (2) print copies).
- Draft IS/MND for Public review (one (1) master print copy and one (1) CD).
- Prepare Draft NOC and Draft NOI to adopt MND (electronic files).

The level of effort associated with this task is assumed to remain the same level as previously noted.

This task has been completed.

Task 1.3.3 Final IS/MND: LSA and CONTRACTOR will prepare written responses to Public comments received on the Draft IS/MND that raise substantive environmental issues. Draft responses will be submitted to the County and Caltrans District 5 for review. CONTRACTOR and LSA will confer with the County and Caltrans to review written comments and verbal or written comments from the Public meeting to develop a general framework and strategy for preparation of responses. It may be warranted for Caltrans or the County to respond to some of the comments. Any revisions to the IS/MND will be shown in the text by a line in the margin.

At Caltrans' request, LSA will prepare a draft Public Meeting Summary Report in accordance with Caltrans Project development Procedures Manual (PDPM), Chapter 11, Article 12. The Draft Public Meeting Summary Report will be submitted to CONTRACTOR, County, and Caltrans for review and input before finalizing. A final Public Meeting Summary Report will be submitted to Caltrans and the County for their files.

As a result of the Public review comments, LSA and CONTRACTOR have been directed to develop a design modification which would consolidate the existing ingress and egress of the residential properties on the north side of SR-68 into the existing signalized access at the north leg of the Corral De Tierra and SR-68 intersection. This revision will require additional effort from CONTRACTOR and LSA to address.

LSA will prepare a draft Mitigation Monitoring and Reporting Program (MMRP) in accordance with CEQA Guidelines Section 15097, ensuring implementation of the Project's mitigation measures. The draft MMRP will be prepared to go with the Final IS/MND for approval.

Following the County's approval of the IS/MND, LSA will prepare the Notice of Determination (NOD) for the County to file with the County Clerk and State Clearinghouse.

The County shall provide the appropriate fee for California Department of Fish and Game (CDFG) review of the IS/MND as required by the California Department of Fish and Wildlife (CDFW) Code Section 711.4 to be submitted to the County Clerk with the NOD.

Deliverables/Actions:

- Draft Responses to Comments (RTC) and Revised MND to Caltrans, the County and CONTRACTOR for review (electronic files and/or two (2) print copies).
- Final RTC and MND (master print copy and electronic files).

EXHIBIT A-7 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Draft MMRP for County/Caltrans review (electronic files).
- Final MMRP (electronic files).
- Draft NOD (electronic file).

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

Task Description	LSA Labor Classifications								Hours by Task	Direct Costs	Cost by Task
	Project Manager	Principal Biologist	Biologist	Senior Tech	Environmental Planner	Environmental Analyst	Graphics	Word Processor			
Final IS/MND	8	4			12	8	4	8	44	\$150	\$4,730
Task 1.3.3 Subtotals:	8	4			12	8	4	8	44	\$150	\$4,730
<i>Billing Rates:</i>	\$170	\$120	\$85	\$115	\$110	\$65	\$75	\$75			

CONTRACTOR Classification	Hours	Hourly Rate	Fee
Project Manager/Principal	36	\$185	\$6,660
Project Engineer/Engineer III	80	\$125	\$10,000
Subtotal			\$16,660

Additional budget required to complete this task is estimated as:

Task	LSA	CONTRACTOR	Fee
Task 1.3.3: Final IS/MND	\$4,730	\$16,660	\$21,390
TOTAL			\$21,390

Task 1.3.4 Public Meeting: CONTRACTOR's Project Manager and Project Engineer will participate in one community Meeting/Workshop during the MND Public review period. This meeting will be coordinated by Caltrans and County staff. CONTRACTOR will provide exhibits to show the proposed Project features. The level of effort associated with this task is estimated to remain the same as previously noted for CONTRACTOR however; LSA was also requested to attend the meeting. LSA's attendance at Public meetings was not originally budgeted for and considered beyond original scope.

The level of effort and cost associated with this change is estimated as:

Task Description	LSA Labor Classifications		Hours by Task	Direct Costs	Cost by Task
	Project Manager	Word Processor			
Public Meeting	12	2	14	\$300	\$2,490
Task 1.3.3	12	2	14		
<i>Billing Rates</i>	\$170	\$75		Total	\$2,490

EXHIBIT A-7 – SCOPE OF SERVICES/PAYMENT PROVISIONS**TASK 2 – PROJECT APPROVAL**

Task 2.1 - Revise Conceptual Geometric Drawing – This task has been completed, however, as a result of the Public review comments, the existing ingress and egress of the residential properties on the north side of SR-68 will be consolidated into the existing signalized access at the north leg of the Corral De Tierra and SR-68 intersection. This revision will require additional effort from CONTRACTOR to incorporate the revised access configuration into the Project and revise the CGD.

The level of effort and fee associated with this task is estimated as:

CONTRACTOR Classification	Hours	Hourly Rate	Fee
Project Manager/Principal	4	\$185	\$740
Project Engineer/Engineer III	8	\$125	\$1,000
CAD Technician	12	\$95	\$1,140
Subtotal			\$2,880

Task 2.2 - Traffic Engineering – This task has been completed.

Task 2.3 - Geotechnical Design and Materials Report – This task has been completed.

Task 2.4 - Preliminary Drainage Report – No change to the scope or budget for this item is anticipated at this time.

Task 2.5 - Identify Utility Relocation Requirements – This task has been completed.

Task 2.6 - Design Standards Compliance – This task has been completed.

Task 2.7 - Revise Right of Way Data Sheet – This Task has been completed, however, Caltrans has requested to revise the right-of-way data sheet to reflect revisions to the Conceptual Geometric Drawing layout and as well as the cost of required environmental mitigations. This revision will require additional effort from CONTRACTOR and CONTRACTOR'S sub-consultant, Bender Rosenthal Inc. (BRI) to address and incorporate into the Final Project Report.

The fee associated with this task is estimated as:

Task	BRI	CONTRACTOR	Fee
Task 2.7 – Right-of-Way Data Sheet	\$1000	\$500	\$ 1,500
TOTAL			\$1,500

Task 2.8 - Preliminary Estimate of Project Cost – The Preliminary Estimate has been revised and updated and no change to the scope or budget for this item is anticipated at this time.

Task 2.9 - Prepare Draft Project Report – The Draft Project Report has been completed.

Task 2.10 - Prepare Final Project Report – No change to the scope or budget to prepare the Final Project Report is anticipated at this time.

TASK 3 – FINAL DESIGN

Task 3.1 - Roadway Base Plans – No change to the scope or budget for this item.

Task 3.2 - Utility Coordination – No change to the scope or budget for this item.

EXHIBIT A-7 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 3.3 – California Endangered Species Act (CESA) Incidental Take Permit

LSA prepared a draft application to obtain a 2081 Incidental Take Permit from CDFW to authorize “take” of California Tiger Salamander (CTS) during project construction. Prior to an “official” submittal, CDFW biologist Linda Connolly provided initial comments on the draft application. LSA will revise the 2081 Incidental Take Permit Application based on CDFW’s comments. The current mitigation strategy proposes to credit purchase at the Ohlone Conservation Bank once the next phase is authorized; this strategy must be approved by CDFW.

The revised draft application will be distributed to the County and CONTRACTOR for review and comments. Following resolution of any comments, the application materials will be revised as necessary and submitted to CDFW for processing. LSA will follow up with CDFW to ensure the application is reviewed and considered complete. LSA will respond to any additional comments and/or requests for information from CDFW during their review of the application (up to eight (8) hours for LSA’s Senior Environmental Planner is estimated for coordination).

Deliverables/Actions:

- Revised Draft 2081 Incidental Take Permit Application to County for review (electronic copy or two (2) print copies);
- Submit application package to CDFW for completeness determination (one (1) print copy);
- Respond to questions from CDFW.

The level of effort associated with this task is assumed to remain the same level as previously noted.

Task 3.4 - Roadway Design – No change to the scope or budget for this item.

Task 3.5 - Storm Drainage Design - No change to the scope or budget for this item.

Task 3.6 - Storm Water Data Report - No change to the scope or budget for this item.

Task 3.7 - Conceptual Storm Water Pollution Prevention Plan (SWPPP) - No change to the scope or budget for this item.

Task 3.8 - Signal and Lighting Design - No change to the scope or budget for this item.

Task 3.9 - Transportation Management Plan - No change to the scope or budget for this item.

Task 3.10 - Constructability Review - No change to the scope or budget for this item.

Task 3.11 - Final PS&E / Encroachment Permit Application - No change to the scope or budget for this item.

Task 3.12 – Right-of-Way (ROW) Documentation;

It is CONTRACTOR’s understanding that County staff will prepare the plats and associated legal descriptions required for BRI to initiate the ROW appraisal and acquisition process to secure the necessary ROW for project implementation.

Task 3.13 - ROW Appraisal and Acquisition:

The Project ROW requirements involve seven (7) acquisitions. There are four (4) permanent parcel acquisitions required from private residential owners and one (1) permanent parcel acquisition from

EXHIBIT A-7 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Bureau of Land Management on the north side of SR-68. There are two (2) temporary easement acquisitions from commercial parcel owners on the east side of Corral De Tierra Road. CONTRACTOR's sub-consultant will provide appraisal and acquisition services as needed for ROW acquisitions. All ROW activities will be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC 4601 et seq.) and implementing regulation, 49 CFR Part 24; California Government Code Section 7267 et seq.; California Code of Civil Procedure Sections 1263.010 to 1263.620 and 1255.010 to 1255.060; Housing and Community Development Title 25; State of California, Department of Transportation, Right of Way Manual, as applicable.

The Project includes valuation and acquisition of approximately seven (7) parcel ownerships including related temporary easement interests. One (1) of the parcels is under the control of the Bureau of Land Management and will require a Letter of Consent followed by a Department of Transportation Easement granted by the Federal Highway Administration (FHWA).

The following are the services proposed for this project:

Task 3.13.1: ROW Management

The primary responsibility in this task is to manage and oversee the ROW activities performed as outlined in the scope of work. This task includes attendance at Project Development Team (PDT) meetings, monthly schedule/progress updates, and coordination efforts with the County, Caltrans, PDT and ROW teams throughout the life of the Project.

Deliverables/Actions:

- Provide progress updates to PDT and County/Caltrans staff.

The fee associated with this task is estimated as:

Task	BRI	CONTRACTOR	Fee
Task 3.1 -ROW Management	\$12,950	\$3,700	\$ 16,650
<u>TOTAL</u>			<u>\$16,650</u>

Task 3.13.2: ROW Appraisal Services

BRI will develop complete appraisal for the County that will state the estimated fair market value of the fee, permanent and temporary easement interests in the affected properties. The appraisal report will be a narrative appraisal report that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. Jurisdictional exceptions may apply in some cases.

Plats and legal descriptions for the properties to be appraised will be provided to BRI and CONTRACTOR by the County.

Deliverables/Actions:

- Three (3) copies of each narrative appraisal that meets all State and Federal standards.

EXHIBIT A-7 – SCOPE OF SERVICES/PAYMENT PROVISIONS

The fee associated with this task is estimated as:

Task	BRI	CONTRACTOR	Fee
Task 3.2-Appraisal Services	\$22,000 (4 @4000 & 3@2,000)	\$2,220	\$24,220
Misc. Expenses	\$1,200		\$1,200
<u>TOTAL</u>			\$25,420

Task 3.13.3: ROW Appraisal Review

Per Federal and State regulations, (Uniform Act) a qualified reviewing appraiser shall examine all appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary correction or revisions. In addition, the review appraiser shall certify that the opinion of fair market value is reasonably supported by an acceptable appraisal. The independent reviewer will ensure the appraisals meet all Federal and State regulations.

Deliverables/Actions:

- Review certifications for each appraisal report.

The fee associated with this task is estimated as:

Task	BRI	CONTRACTOR	Fee
Appraisal Review	\$6,000 (4 @ 1,500)	\$740	\$ 6,740
<u>TOTAL</u>			\$6,740

Task 3.13.4: ROW Acquisition Services

BRI proposes to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers based on County's process. BRI will meet with the owners, and convey documents until acceptance or impasse is reached.

Steps within the acquisition process are outlined below:

1. Preparation of ROW contracts, deeds and other acquisition documents.
2. Meet with the property owner(s) to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner.
3. Acquisition activities are generally based on settlement by the third contact and spending up to eight (8) hours working on the parcel acquisition. Advising and making recommendations to client if impasse has been reached. Responding to property owner inquiries verbally and in writing within two (2) business days.
4. Deliver signed ROW contract and signed and acknowledged grant deed for closed transactions.
5. Oversee activities between the County, and Bureau of Land Management (BLM) to provide the necessary documents for the issuance of the Letter of Consent.
6. Final Report, including transfer of all pertinent correspondence and files, to the County.

Plats and legal descriptions for the properties to be acquired will be provided to BRI and CONTRACTOR by the County. CONTRACTOR will be responsible for the preparation of the United States Department of Transportation Easement.

EXHIBIT A-7 – SCOPE OF SERVICES/PAYMENT PROVISIONS***Deliverables/Actions:***

- Documents required to close the transaction.
- Letter of Consent for BLM parcel.

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

Task	BRI	CONTRACTOR	Fee
Task 3.4 - Acquisition Services	\$21,000 (5 @ \$3,200 & 2 @ \$2,500)	\$2,220	\$ 23,220
Misc. Expenses	\$1,800		\$1,800
<u>TOTAL</u>			\$25,020

Note: In regards to the negotiation historically, Federal Land Transfers are time consuming and lengthy negotiations. The following are the assumptions beyond the budget:

1. Full documentation to Federal and State standards for all tasks.
2. No expert witness testimony.
3. The actual costs may differ from task to task, but the overall budget will not exceed the "Total Budget" shown in the above Schedule and Fees.
4. No Coordination with State or Federal ROW departments, other than listed in this scope.
5. No significant severance damage analysis required for the appraisals. This fee also assumes that no significant structures or improvements will be acquired.

Task 3.13.5: Title and Escrow Support – To be performed by the County or others.

Task 3.13.6: Certification – To be performed by the County or others.

CHANGE OF SCOPE

A change in scope may result in the following instances:

- A change in engineering after property has been inspected by appraiser, requiring a new inspection.
- A change in engineering after completion of the appraisal.
- Addition of a parcel.
- Addition of easements, or other property rights.
- An increase in the number of damage analyses required.
- An appraisal requiring additional expertise.
- Extra-ordinary requirements and stipulations proposed by the Bureau of Land Management in processing the Letter of Consent.

Assumptions

- Attendance at County called meetings will be a standard mileage (consistent with the Monterey County Travel Policy mileage reimbursement rate) and hourly rates.
- Bi-lingual services are not included but are available via scope change.
- Post impasse activities, including the effort for potential Resolutions of Necessity, County Board of Supervisors (BOS) agenda/presentation, filing of condemnation action

EXHIBIT A-7 – SCOPE OF SERVICES/PAYMENT PROVISIONS

and expert witness testimony are not part of the scope of work as presented above. These activities can be negotiated at a later date, if required, under a separate scope of work.

- Post Letter of Consent activities to be performed by the County or others.

TASK 4 – UTILITY RELOCATION

Upon acquisition of the required ROW or easements, County will issues necessary notices to the utility companies to relocate their impacted facilities prior to advertising the project for construction bid.

This task does not involve CONTRACTOR services.

TASK 5 – ASSISTANCE DURING CONTRACT BIDDING

CONTRACTOR will attend pre-bid meeting, if required, and assist the County in answering questions from Contractors during the bidding process as well as assisting the County with bid evaluation as required.

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

CONTRACTOR Classification	Hours	Hourly Rate	Fee
Project Manager / Principal	4	\$185	\$740
Engineer III	16	\$125	\$2,000
Engineer II	4	\$115	\$460
Administrative Assistant	4	\$70	\$ 280
<u>TOTAL</u>			\$3,480

TASK 6 – ASSISTANCE DURING CONSTRUCTION**Task 6.1 - Engineering Support**

CONTRACTOR will be available to provide on-going consultation and interpretation of construction documents during the construction of the proposed project. 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 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 County in review of Contractor's SWPPP to insure National Pollutant Discharge Elimination (NPDES) compliance. At the completion of construction, CONTRACTOR 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 (RE).

EXHIBIT A-7 – SCOPE OF SERVICES/PAYMENT PROVISIONS

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

CONTRACTOR Classification	Hours	Hourly Rate	Fee
Project Manager / Principal	8	\$185	\$1,480
Engineer III	24	\$125	\$3,000
Engineer II	36	\$115	\$4,140
CAD Technician	16	\$95	1,520
Administrative Assistant	4	\$70	\$ 280
<u>TOTAL</u>			<u>\$10,420</u>

Task 6.2 - Environmental Support

LSA will provide the following services prior to start of construction or during construction phase of the project.

Task 6.2.1: CTS Burrow Survey

Per direction from the United States Fish and Wildlife Service (USFWS), during the final stages of the project's PS&E phase, LSA will survey the fill slope that will be impacted by Project construction to determine the status of CTS. Burrows and any other potential subterranean refugia for CTS on the fill slope will be surveyed using a fiber optic camera. Efforts will be made to survey the entire burrow, including branches (if any). The surveys will be conducted during the dry season, approximately April through October, when CTS, if present, are likely to be underground.

Following completion of the burrow surveys, and assuming the results are negative, LSA will prepare a brief letter to the U.S. Fish and Wildlife Service (USFWS) describing the survey methodology, results, and requesting concurrence that the project will not result in take of CTS. The exclusion fencing required by USFWS for the construction period is anticipated to be installed by the County.

Deliverables/Actions:

- Conduct burrow camera surveys during dry season (approximately May to October) prior to construction in potential CTS upland habitat within project impact area.
- Submit survey letter report to USFWS. The level of effort associated with this task is assumed to remain the same level as previously noted.

The level of effort and cost associated with this task is estimated as:

Task Description	LSA Labor Classifications			Hours by Task	Direct Costs	Cost by Task
	Project Manager	Principal Biologist	Biologist			
Task 6.2.1 - CTS Burrow Survey	2	6	20	28	\$300	\$3,060
Task 1.5 Subtotals:	2	6	20	28		
<i>Billing Rates</i>	<i>\$170</i>	<i>\$120</i>	<i>\$85</i>		Total	\$3,060

Task 6.2.2: Paleontological Monitoring

LSA will conduct paleontological monitoring onsite for up to four (4) hours per day for two (2) consecutive days. LSA will prepare a report of findings (assuming negative findings).

EXHIBIT A-7 – SCOPE OF SERVICES/PAYMENT PROVISIONS**Task 6.2.3: Arborist**

LSA will provide arborist services onsite to direct tree pruning activities within riparian areas. This assumes three (3) hours onsite conducted in one (1) day.

Task 6.2.4: Nesting Bird Survey

LSA will conduct one (1) nesting bird survey onsite and will prepare a summary of findings memo for the project file.

The level of effort and cost associated with Tasks 6.2.2, 6.2.3 and 6.2.4 of the above is estimated as:

Task Description	LSA Labor Classifications				Hours by Task	Direct Costs	Cost by Task
	Project Manager	Senior Biologist	Arborist	Paleontologist			
Task 6.2.2 : Paleontological Monitoring	4			32	36	\$880	\$3,800
Task 6.2.3: Arborist:	2		8		10	\$160	\$1,300
Task 6.2.4: Nesting Bird Survey	2	8			10	\$160	\$1,500
Tasks 6.2.2, 6.2.3 & 6.2.4 Subtotals	8	8	8	32	56	\$1200	\$6,600
<i>Billing Rates</i>	<i>\$170</i>	<i>\$125</i>	<i>\$100</i>	<i>\$70</i>			

Total additional budget included for environmental support during construction is estimated as:

Task Description	LSA	CONTRACTOR	Fee
Task 6.2.1: CTS Burrow Survey	\$3,060	\$325	\$3,385
Task 6.2.2: Paleontological Monitoring	\$3,800	\$325	\$4,125
Task 6.2.3: Arborist	\$1,300	\$250	\$1,550
Task 6.2.4: Nesting Bird Survey	\$1,500	\$250	\$1,750
	TOTAL		\$10,810

TASK 7 – ADDITIONAL SERVICES

Other related services as requested in writing by the Director of Public Works or his designee.

Estimated budget for additional services is: **\$10,000**

EXHIBIT A-7 – SCOPE OF SERVICES/PAYMENT PROVISIONS

SUMMARY OF BUDGET CHANGES:

TASK	CONTRACTOR	LSA	BRI	Total Budget
Project Management	\$38,620	\$6,540		\$45,160
PA&ED Phase				
TASK 1 – ED				
Task 1.2 - Environmental Tech. Reports	\$5,220	\$11,270		\$16,490
Task 1.2.1: Addendums	\$1,120	\$15,830		\$16,950
Task 1.3 - CEQA ED				
Task 1.3.1: AD IS/MND	\$26,360	\$18,625		\$44,985
Task 1.3.3: Final IS/MND	\$16,660	\$4,730		\$21,390
Task 1.3.4: Public Meeting (LSA)		\$2,490		\$2,490
TASK 2 - PROJECT APPROVAL				
Task 2.1 - Revise CGD	\$2,880			\$2,880
Task 2.7 - Revise ROW Data Sheet	\$500		\$1,000	\$1,500
TASK 3 – FINAL DESIGN				
Task 3.13 - ROW Appraisal & Acquisition:				
Task 3.13.1: ROW Management	\$3,700		\$12,950	\$16,650
Task 3.13.2: Appraisal Services	\$2,220		\$23,200	\$25,420
Task 3.13.3: Appraisal Review	\$740		\$6,000	\$6,740
Task 3.13.4: Acquisition Services	\$2,220		\$22,800	\$25,020
Task 5 – Assistance During Contract Bidding	\$3,480			\$3,480
Task 6 – Assistance During Construction				
Task 6.1 - Engineering Support	\$10,420			\$10,420
Task 6.2 - Environmental Support				
Task 6.2.1: CTS Burrow Survey	\$325	\$3,060		\$3,385
Task 6.2.2: Paleontological Monitoring	\$325	\$3,800		\$4,125
Task 6.2.3: Arborist	\$250	\$1,300		\$1,550
Task 6.2.4: Nesting Bird Survey	\$250	\$1,500		\$1,750
Task 7 – Additional Services				\$10,000
Total Additional Budget	\$115,290	\$69,145	\$65,950	\$260,385

