

**AMENDMENT NO. 9
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
WOOD RODGERS, INC.**

THIS AMENDMENT NO. 9 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 May 10, 2007 (hereinafter, "Agreement") to provide Phase 1 – Project Report and Environmental Documentation and Phase 2 – Plans, Specifications and Engineer's Estimate (hereinafter, "services") to obtain Caltrans approval for the State Highway 1 Climbing Lane between Carmel Valley Road and Rio Road (hereinafter, "Project") through October 31, 2008 for an amount not to exceed \$431,389.64; and

WHEREAS, Agreement was amended by the Parties on November 7, 2008 (hereinafter, "Amendment No. 1", including Exhibit A-1, Scope of Services/Payment Provisions) to extend the term for two (2) additional years through October 31, 2010 and to increase the Agreement amount by \$24,545.00 which resulted in a total not to exceed amount of \$455,934.64; and

WHEREAS, Agreement was amended by the Parties on April 1, 2010 (hereinafter, "Amendment No. 2", including Exhibit A-2, Budget Transfer Request) to internally transfer funds in the amount of \$55,000 from Phase 2 to Phase 1 for the Project with no increase in the Agreement's not to exceed amount and no extension to the Agreement's term; and

WHEREAS, Agreement was amended by the Parties on September 10, 2010 (hereinafter, "Amendment No. 3", including Exhibit A-3, Request to Revise Scope for Phase 1) to extend the term for one (1) additional year through October 31, 2011 and to revise the scope for Phase 1 to internally transfer funds in the amount of \$11,020 for the Project with no increase in the Agreement's not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on October 31, 2011 (hereinafter, "Amendment No. 4") to extend the term for approximately twenty-nine (29) additional months through March 1, 2014 and to revise the Agreement's indemnification provision with no increase in the Agreement's not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on February 1, 2012 (hereinafter, "Amendment No. 5", including Exhibit A-4, Scope of Services/Payment Provisions) to increase the Agreement amount by \$39,390.00 which resulted in a total not to exceed amount of \$495,324.64 with no extension to the Agreement's term; and

WHEREAS, Agreement was amended by the Parties on February 18, 2014 (hereinafter, "Amendment No. 6") to extend the term for one (1) additional year through March 1, 2015 with no increase in the Agreement's not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on February 20, 2015 (hereinafter, "Amendment No. 7") to extend the term for six (6) additional months through September 1, 2015 with no increase in the Agreement's not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on June 12, 2015 (hereinafter, "Amendment No. 8", including Exhibit A-5, Scope of Services/Payment Provisions) to extend the term for approximately sixteen (16) additional months through December 31, 2016 and to increase the Agreement amount by \$143,560.00 which resulted in a total not to exceed amount of \$638,884.64; and

WHEREAS, due to the California Department of Transportation (Caltrans) requested revisions to the environmental revalidation documents, CONTRACTOR is required to revise the Environmental Revalidation Form, revise the Addendum to the 2012 Final Initial Study/Mitigated Negative Declaration (IS/MND), revise the addendum to numerous environmental technical studies, and prepare additional environmental technical studies for the Project; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to provide additional coordination and revisions as required by Caltrans to complete the final design of the Project; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to December 31, 2017 and to increase the amount by \$257,410.00 for a total amount not to exceed \$896,294.64 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 9.

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

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

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A, A-1, A-2, A-3, A-4, A-5 and A-6 in conformity with the terms of this Agreement. The services are generally described as follows: **Provide** Phase 1 – Project Approval and Environmental Documentation and Phase 2 – Plans, Specifications and Engineer's Estimate as described in Exhibits A, A-1, A-2, A-3, A-4, A-5 and A-6 to obtain Caltrans approval for the State Highway 1 Climbing Lane between Carmel Valley Road and Rio Road.

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 and A-6, 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 \$896,294.64.

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

The term of this Agreement is from April 15, 2007 to December 31, 2017, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-6, Scope of Services/Payment Provisions".
5. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Project name and associated Purchase Order (PO) number, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
168 West Alisal Street, 2nd Floor
Salinas, California 93901

Any questions pertaining to invoices under this Agreement shall be directed to the RMA - Finance Division at (831) 755-4800.

6. All other terms and conditions of the Agreement remain unchanged and in full force.
7. This Amendment No. 9 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 9 are incorporated into the Agreement and this Amendment No. 9.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 9 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: Mark Rayback
(Signature of Chair, President or Vice President)

Its: Mark Rayback, Vice President
(Print Name and Title)

Date: 5/12/2016

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

By: Mary Grace Perry
Deputy County Counsel

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

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

Date: May 27, 2016

Date: 5/26/2016

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 5-27-16

Approved as to Indemnity and Insurance Provisions

RISK MANAGEMENT
COUNTY OF MONTEREY
By: APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE
Risk Management

Date: By: Sydia Schemaker
Date: 6-1-16

*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-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and**

Wood Rodgers, Inc., hereinafter referred to as “CONTRACTOR”

PROJECT APPROVAL & ENVIRONMENTAL DOCUMENTATION REVALIDATION

The Project Approval & Environmental Document (PA&ED) for the State Highway 1 Climbing Lane between Carmel Valley Road and Rio Road (Project) was approved on May 12, 2012. Subsequently, after completion of the Project plans, the California Department of Transportation (Caltrans) requested to revise the Project Geometrics to comply with the requirements of their updated Highway Design Manual and extend the southerly limit of the Project to Carmel River Bridge which resulted in shifting the alignment of State Route (SR)-1 to the east and preparation of a revised Geometric Approval Drawing (GAD) in June of 2015 for concurrence by the County and Caltrans. This change in Project Geometrics required LSA Associates, Inc. (LSA), subcontractor, to prepare an Environmental Revalidation Form and Addendum to the 2012 Final Initial Study/Mitigated Negative Declaration (IS/MND) addressing the potential environmental effects of the revised Project and ensure consistency with the previously approved environmental document. Upon authorization of requested changes by the County, LSA and CONTRACTOR initiated the preparation of these documents for review and approval by Caltrans with the understanding that these documents would be approved by February of 2016. Prior to submittal of the draft Environmental Revalidation form and Addendum to the IS/MND in July 2015, Caltrans requested preparation of addendums to the twelve (12) technical reports as part of the Environmental Revalidation effort. LSA met with staff from County and Caltrans on October 8, 2015 to discuss the specific requirements for the technical study addendums. The revised Project required removal of significant number of trees near Camel River Bridge to comply with the 4:1 side slope required by Caltrans for widening the highway on the east side. Caltrans requested that LSA, in consultation with their visual consultant, evaluate the visual impact of removing these additional trees because it could possibly result in a new significant visual impact by the Project which would necessitate the recirculation of the IS/MND for the Project. In order to avoid impacting the existing trees in the area, CONTRACTOR was directed to revisit the traffic operational analysis of the Project to reduce the length of the second northbound lane at the intersection of SR-1 with Rio Road and revise the lane configurations of this intersection as necessary. In addition, CONTRACTOR was directed to revise the Project layout to add bike lanes on Rio Road and eliminate the second dedicated right turn lane to northbound SR-1 so that acquisition of permanent right-of-way from the Chevron station is no longer required. Caltrans has also requested that the existing wooden poles for the signal at Carmel Valley Road and SR-1 intersection be replaced with steel poles as part of the Project.

Furthermore; the funding for construction of the Project was anticipated from State sources only and the environmental document for the Project was completed with California Environmental Quality Act (CEQA) requirements. County was informed that Federal funds will be allocated for this Project therefore, the Federal Highway Administration's (FHWA) Section 4(f) requirements must be addressed due to impact to the State Park's right-of-way and technical studies be updated in compliance with the National Environmental Policy Act (NEPA) by LSA with the understanding that Caltrans will be responsible for preparation of the Federal Categorical Exclusion of the Project.

The draft technical study addendums, draft Environmental Revalidation Form, and draft Addendum to the IS/MND were submitted to Caltrans on March 4, 2016 for review. A total of thirteen (13) draft addendums were submitted and, based on Caltrans review comments, the following addendums were approved: Air Quality Analysis, Scenic Resources Evaluation, Water Quality Assessment Report,

EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Hazardous Waste Initial Site Assessment, Paleontological Resources Study, Geotechnical Design and Materials Report, and Traffic Operations Technical Memorandum. Due to the recent inclusion of Federal funding, some of the draft addendums will need to be revised and the following addendums require significant additional work beyond LSA’s authorized scope: Historic Resources Compliance Report, Natural Environment Study (Minimal Impacts) (NESMI), Noise Impact Analysis (NIA), Floodplain Encroachment Report, Resources Evaluated Relative to the Requirements of Section 4(f), and the Environmental Revalidation Form and Addendum to the IS/MND. CONTRACTOR will be responsible for responding to Caltrans’ comments on the Floodplain Encroachment Report.

Based on CONTRACTOR’s and LSA’s April 11, 2016 meeting with County staff and Caltrans and review of Caltrans’ comments on the draft environmental documents, the following augmentation to the Project scope and budget is required to complete the Environmental Revalidation process for the Project.

Project Management

The completion of the Environmental Revalidation process and the revised Geometric Layout of the Project are expected to take approximately six (6) additional months. If the actual Project duration exceeds this time period, the scope and budget may need modification to include additional Project management activities. CONTRACTOR’s Project Manager will monitor and direct work activities on this Project in accordance with the contracted work scope, schedule, and budget. CONTRACTOR will respond to various inquiries from County and Caltrans; attend conference calls with Caltrans, the Transportation Agency for Monterey County (TAMC) and County staff to obtain concurrence from Caltrans on the revised Project. LSA’s Project Manager will continue to oversee all staff working on the Project and will be responsible for managing the day-to-day activities associated with the Project and participate on as need basis via conference at meetings with the agencies for responding to any inquiries about the Environmental Revalidation Form and supporting technical memoranda.

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

CONTRACTOR Classification	Hours	Hourly Rate	Budget
Project Manager / Principal	48	\$185	\$8,880
Engineer III	32	\$125	\$4,000
Administrative Assistant	12	\$70	\$840
LSA			\$2,500
TOTAL			\$16,220

Task 1.7R: Environmental Revalidation

To complete the Environmental Revalidation process the following will be prepared by CONTRACTOR and LSA for County/Caltrans approval.

Task 1.7R.1: TECHNICAL STUDY ADDENDUMS

Task 1.7R.1A: Noise Impact Analysis

Due to the recent inclusion of Federal funding for the Project, and given the age of the approved NIA, Caltrans has requested that the NIA be updated according to the 2011 Noise Protocol and a discussion pursuant to Federal Guidelines 23, Code of Federal Regulations 772, be included in the analysis. LSA proposes to conduct the following tasks to respond to Caltrans’ comments on the NIA:

- LSA will prepare a Subsequent NIA consistent with the Caltrans Traffic Noise Analysis Protocol (May 2011) to address traffic noise impacts on receptors under Activity Categories B through G. Noise standards regulating noise impacts, including the Noise Abatement

EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Criteria (NAC) and applicable local noise ordinances will be discussed for land uses located adjacent to the Project. The areas with potential future traffic noise impacts will be identified using land use information, aerial photographs, and field reconnaissance. A discussion of existing and future planned developments in the Project vicinity will be included. LSA will coordinate with County staff regarding any planned and permitted developments in the study area.

- Ambient noise level measurements will be conducted to establish the existing noise environment at representative receptor locations along SR-1 in the Project area. These locations will be approved by Caltrans prior to the field visit. Up to six (6) short-term (20-minute) noise level measurements will be gathered to document the existing noise environment and to calibrate the traffic noise model. Observations of other noise sources, barriers, terrains, building heights, and other site-specific information will be noted during each measurement period.
- Noise impacts from construction sources will be analyzed based on reference measurement data in the Roadway Construction Noise Model. The construction noise impact will be evaluated in terms of maximum levels (Lmax) and the frequency of occurrence at adjacent sensitive locations. Analysis requirements will be based on Caltrans' Standard Specifications and the Noise Ordinance specifications of the County.
- The FHWA Traffic Noise Model (TNM) Version 2.5 will be used to evaluate the traffic noise levels associated with the Existing, Future No Build, and one (1) Build Alternative. Model input data include peak-hour traffic volumes; vehicle mix among autos and medium and heavy trucks; vehicle speeds; and roadway configurations. The noise modeling will be calibrated using concurrent traffic counts obtained during ambient noise level measurements. The existing and future traffic conditions will assume either capacity volumes associated with Level of Service (LOS) C/D (where LOS A is free flow and LOS F is breakdown), or the projected traffic volumes provided in the previously completed Traffic Study, whichever is lower.
- Noise abatement measures (noise barriers) designed to reduce long-term traffic noise impacts by five (5) A-weighted decibel (dBA) or more, as required to be feasible, will be evaluated. The total reasonable allowance will be calculated for each noise barrier. If noise abatement measures are not determined feasible for the Project, LSA will prepare a Noise Abatement Decision Report (NADR) Memorandum documenting this information for the Project.

LSA will submit the draft subsequent NIA in electronic format to CONTRACTOR and the County for their review. Following approval, LSA will submit the draft subsequent NIA in electronic format to Caltrans for their review. Upon receipt of one (1) set of consolidated comments from Caltrans on the draft subsequent NIA, LSA will prepare a final subsequent NIA for Caltrans approval.

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

Task	LSA	CONTRACTOR	Budget
NIA	\$17,000	\$2,500	\$19,500
<u>TOTAL</u>			<u>\$19,500</u>

EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 1.7R.1B: Noise Abatement Decision Report (NADR)

If feasible abatement is determined in the subsequent NIA, LSA will prepare a NADR, as defined in the Caltrans Traffic Noise Analysis Protocol (May 2011), upon receipt of the estimated sound barrier construction cost and non-acoustical factors related to feasibility from the Project engineer. The report will summarize the preliminary reasonableness determination from the NIA, present the engineer’s cost estimate for the evaluated abatement, evaluation of non-acoustical factors related to feasibility, preliminary noise abatement decision, and secondary effects of abatement (impacts on cultural resources, scenic views, hazardous materials, and biology). LSA will prepare the NADR consistent with the Caltrans report guidelines with the best information available.

LSA will submit the draft NADR in electronic format to CONTRACTOR and the County for review. Following approval, LSA will submit the draft NADR in electronic format to Caltrans for review. Upon receipt of one (1) set of consolidated comments from Caltrans on the draft NADR, LSA will prepare a final NADR for Caltrans approval.

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

Task	LSA	CONTRACTOR	Budget
NADR	\$9,500	\$500	\$10,000
TOTAL			\$10,000

Task 1.7R.1C: Historic Resources Compliance Report

LSA will conduct the following tasks to respond to Caltrans’ comments to bring the Project’s cultural resources documents into conformance with the Caltrans 2014 Section 106 First Amended Programmatic Agreement:

- The Project Area Limits (PAL) map will be converted into an Area of Potential Effects (APE) map and submitted to Caltrans for approval and signature;
- The Supplemental Historical Resources Compliance Report will be converted into a Historic Property Survey Report (HPSR);
- LSA will respond to Ohlone Costanoan Esselen Nation request to receive cultural resources documents for the Project.

LSA will submit the revised APE map in electronic format to Caltrans for approval and signature. LSA will submit the draft HPSR in electronic format to CONTRACTOR and the County for review. Following approval from CONTRACTOR and the County, and upon receipt of the approved APE map from Caltrans, LSA will submit the draft HPSR in electronic format to Caltrans for review. Upon receipt of one (1) set of consolidated comments from Caltrans on the draft HPSR, LSA will prepare a final HPSR for Caltrans approval.

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

Task	LSA	CONTRACTOR	Budget
Historic Resources Compliance Report	\$6,500	\$1,500	\$8,000
TOTAL			\$8,000

EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 1.7R.1D: Natural Environment Study (Minimal Impacts)

LSA will conduct the following tasks to respond to Caltrans' comments on the draft NESMI Addendum:

- **Botanical Survey:** LSA will conduct one (1) rare plant survey of the entire Biological Study Area (BSA) in early to mid-May 2016. The survey will be floristic in nature. The results (and botanical inventory) of this survey will be incorporated into the revised Addendum.
- **California Red-legged Frog Assessment:** LSA will conduct an assessment of the upland habitat throughout the BSA and its potential to support California red-legged frog (CRLF). Designated critical habitat for CRLF will also be assessed. The results of this assessment will be incorporated into the revised Addendum. Because presence of CRLF should be inferred, a Section 7 (of the Federal Endangered Species Act) determination of "may affect" will be made for CRLF and avoidance measures from the 2011 United States Fish and Wildlife Service (USFWS) "Programmatic Biological Opinion for Projects Funded or Approved under the FHWA's Federal Aid Program" will be incorporated in to the revised Addendum. Additionally, a request for concurrence (via a letter) will be made to the USFWS under the Programmatic Biological Opinion. Protocol-level surveys for CRLF are not included in this scope. If such surveys are required, LSA can provide this service as an amendment to this scope and budget.
- **USFWS Concurrence:** LSA will make Section 7 determinations for all Federally listed species in the NESMI and corresponding Addendum's species table. LSA will request USFWS concurrence (via a letter) regarding these determinations, which will ultimately be included in the revised Addendum's summary, conclusion section, and species table.
- **Prepare a Revised NESMI Addendum:** LSA will prepare a revised NESMI Addendum and complete the following tasks:
 - o LSA will provide an official USFWS species list for expanded BSA for inclusion in the revised Addendum.
 - o LSA will update the aerial imagery used in report figures.
 - o LSA will coordinate with the Project engineers whether the Project limits extend into potential California Department of Fish and Wildlife (CDFW) jurisdictional areas associated with the Carmel River and revise the impacts determination appropriately.
 - o LSA will include preconstruction nesting bird surveys for tree removals during the nesting season and buffer zones around nesting sites as avoidance measures in the revised Addendum.
 - o LSA will include conforming to the CDFW permit standards of a 3:1 replacement ratio for native willow trees as a mitigation measure in the Revised Addendum.

LSA will submit the revised draft NESMI Addendum in electronic format to CONTRACTOR and the County for review. Following approval, LSA will submit the revised draft NESMI Addendum in electronic format to Caltrans for review. Upon receipt of one (1) set of consolidated comments from Caltrans on the revised draft addendum, LSA will prepare a final NESMI Addendum for Caltrans approval.

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

Task	LSA	CONTRACTOR	Budget
NESMI	\$22,500	\$2,500	\$25,000
TOTAL			\$25,000

EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 1.7R.1E: Floodplain Encroachment Report

SR-1 north of the Carmel River is flooded during the 100-year storm as the north bank of the Carmel River overflows upstream and flows over the roadway and adjacent urban areas before returning to the river near the Wastewater Treatment Plant. CONTRACTOR will obtain the effective 2009 HEC-RAS Federal Emergency Management Agency (FEMA) modeling for the floodplain of the Carmel River and overbank areas, which includes the SR-1 Climbing Lane Project area. CONTRACTOR will then evaluate the floodplain north of the Carmel River and the roadway overtopping conditions in both pre-Project and post-Project conditions.

CONTRACTOR will prepare a Floodplain Evaluation Report to document the impacts (if any) of the Project within the FEMA 100-year floodplain. CONTRACTOR will include information typically found in a Location Hydraulic Study in the report to properly identify all available understanding of Federally mapped flooding in the area.

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

Task	LSA	CONTRACTOR	Budget
Floodplain Encroachment Report	\$1,000	\$15,000	\$16,000
<u>TOTAL</u>			\$16,000

Task 1.7R.1F: Section 4(f) Documentation

LSA will conduct the following tasks to respond to Caltrans' comments on the draft Section 4(f) document:

- A discussion of the temporary construction-related impacts to the Carmel Hills Trail will be added to the document;
- The description of property owned by California State Parks will be revised; and
- LSA will prepare a letter on behalf of Caltrans for submittal to State Parks notifying them of the potential temporary construction-related impacts to the Carmel Hills Trail resulting from implementation of the Project.

LSA will submit the revised draft Section 4(f) document in electronic format to CONTRACTOR and the County for review. Following approval, LSA will submit the revised draft Section 4(f) document in electronic format to Caltrans for review. Upon receipt of one (1) set of consolidated comments from Caltrans on the revised draft document, LSA will prepare a final Section 4(f) document for Caltrans approval.

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

Task	LSA	CONTRACTOR	Budget
Section 4(f) Documentation	\$5,000	\$500	\$5,500
<u>TOTAL</u>			\$5,500

EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 1.7R.2: ADDENDUM TO THE 2012 IS/MND

LSA proposes to conduct the following tasks to respond to Caltrans' comments on the draft Environmental Revalidation and Addendum to the IS/MND (Addendum):

- LSA will ensure the document is formatted in accordance with Caltrans' guidance for environmental documents as provided in Caltrans Standard Environmental Reference (SER);
- LSA will work with the CONTRACTOR'S Project engineer to further define and explain the Project design modifications and refinements;
- LSA will revise the Project mapping and figures per Caltrans specifications;
- LSA will prepare an additional figure depicting the Project's maximum limits of disturbance as currently designed and the maximum limits of disturbance associated with the previous Project design;
- LSA will include a discussion of the Project's environmental setting for each resource topic discussed in the Addendum; and
- LSA will revise the Addendum as necessary to accurately reflect any revisions made to the technical study addendums and ensure that all environmental documents are in agreement.

LSA will submit the revised draft Addendum in electronic format to CONTRACTOR and the County for review. Following approval, LSA will submit the revised draft Addendum in electronic format to Caltrans for review. Upon receipt of one (1) set of consolidated comments from Caltrans on the revised draft Addendum, LSA will prepare a final Addendum to the IS/MND for Caltrans approval.

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

Task	LSA	CONTRACTOR	Budget
Addendum to the 2012 IS/MND	\$14,500	\$1,500	\$16,000
TOTAL			\$16,000

Task 2.1R.1R: Revise Conceptual Geometric Drawing

CONTRACTOR will revise the traffic operational analysis and lane configurations of the intersection of SR-1 with Rio Road to evaluate the potential for reducing the length of the 2nd northbound lane at this location. Upon concurrence by the County and Caltrans of the updated traffic operation analysis of the revised lane configurations at this location, CONTRACTOR will prepare a 100-scale Revised Conceptual Geometric Drawing (RCGD) of the Project improvements for approval.

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

CONTRACTOR Classification	Hours	Hourly Rate	Fee
Project Manager / Principal	12	\$185	\$2,220
Engineer III	84	\$125	\$10,500
Engineer II	56	\$115	\$6,440
CAD Technician	24	\$95	\$2,280
TOTAL			\$21,440

EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

FINAL DESIGN

The draft Improvement plans of the Project based on the approved RCGD of June 2015 was completed and submitted to the County and Caltrans for review and approval in August of 2015. CONTRACTOR received Caltrans review comments of the improvement plans on **December 18, 2015**. However, the improvement plans will require significant update to incorporate the changes related to reduced length of the 2nd northbound lane, addition of bike lanes on west side of Rio Road, deletion of dedicated right lane from Rio Road to Northbound SR-1 and revised lane configurations of SR-1 and Rio Road intersection to avoid reconstruction of the existing slope near Carmel River. In addition, Caltrans has also requested that the existing wooden poles for the signal at Carmel Valley Road and SR-1 intersection be replaced with Steel poles as part of the Project. The roadway base plans, roadway design, and draft plans and estimate now requires further revisions and update to incorporate the above changes into the Plans, Specifications and Engineer's Estimate (PS&E) package for construction of the Project. Furthermore, the geotechnical report for the Project was prepared and approved in 2009. Caltrans is now requesting that for each new culvert on the Project specific soil samples gathered and tested by Parikh Consultants, Inc. (Parikh), subcontractor, for the specific flow velocity and abrasion characteristics to make the evaluation of acceptable culvert materials.

Caltrans also now has issued the 2015 version of their Standard Plans and Specifications and requires any Project being advertised for construction after summer of 2016 to reflect this latest version. Since the start of construction for this Project is now anticipated to begin in late summer of 2016 the PS&E package must be updated to reflect the requirements of Caltrans 2015 Standard Plans, Standard Specifications and Standard Special Provisions and the bid package to reflect the Federal funding requirements.

Project Management

The completion of the Final Design phase was scheduled in April of 2016 but now due to changes noted earlier it would take at least additional six (6) months to complete the PS&E package. If the actual Project duration exceeds this time, the scope and budget may need to be modified to include additional Project management activities. CONTRACTOR's Project Manager will monitor and direct work activities on the Project in accordance with the contracted work scope, schedule, and budget. CONTRACTOR will respond to various inquiries from County and Caltrans; attend meetings via conference calls with Caltrans, TAMC and County staff to obtain concurrence from Caltrans on the PS&E package.

The level of effort associated with additional management efforts to complete the design phase is estimated as:

CONTRACTOR Classification	Hours	Hourly Rate	Fee
Project Manager / Principal	96	\$185	\$17,760
Engineer III	32	\$125	\$4,000
Administrative Assistant	16	\$70	\$1,120
<u>TOTAL</u>			<u>\$22,880</u>

EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 3R.2R: Revise Roadway Base Plans

The Roadway Base Plans were completed and submitted to Caltrans for review in August 2015 based on the revised Geometric Layout of June 2015. Upon approval of the updated RCGD, CONTRACTOR again will make any necessary revisions to the geometric base plans and prepare the revised improvement plan set.

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

CONTRACTOR Classification	Hours	Hourly Rate	Fee
Project Manager / Principal	8	\$185	\$1,480
Engineer III	36	\$125	\$4,500
CAD Technician	168	\$95	\$15,960
<u>TOTAL</u>			\$21,940

Task 3R.5.1A: Revise Carmel Valley Road/SR-1 Signal Plans

Caltrans has requested that existing wooden signal poles at the intersection of Carmel Valley Road and SR-1 to be replaced with steel poles as part of the Project. It should be noted that the existing wood pole at the northeast corner of this intersection is located approximately 6 to 7 foot below SR-1 roadway behind an existing retaining wall on top of a steep slope that was constructed by Caltrans in 2001. There is very limited space available behind the wall to accommodate a tall steel pole with a special cast in drilled hole (CHID) pile footing to replace the existing wood pole at this location. The available space on the west of SR-1 for placement of new poles is also constraint by existing rock outcropping at this location. Replacement of existing poles requires significant research and evaluation to determine the proper location of the new steel poles. CONTRACTOR will prepare a preliminary layout of the new pole locations and submit it to the County and Caltrans for concurrence before completing the design of this signal and incorporating it into the PS&E package.

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

CONTRACTOR Classification	Hours	Hourly Rate	Fee
Project Manager / Principal	48	\$185	\$8,880
Engineer III	240	\$125	\$30,000
CAD Technician	80	\$95	\$7,600
<u>TOTAL</u>			\$46,480

Task 3R.5.1B: Americans with Disabilities Act (ADA) Ramps Upgrade to Caltrans 2015 requirements

The ADA ramps at the intersection of Rio Road will be upgraded to reflect the latest design requirements by Caltrans and in accordance with the 2015 Standard Plans and Specifications.

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

CONTRACTOR Classification	Hours	Hourly Rate	Fee
Project Manager / Principal	2	\$185	\$370
Engineer III	24	\$125	\$3,000
CAD Technician	48	\$95	\$4,560
<u>TOTAL</u>			\$7,930

EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 3R.5.1C: Additional Soil Testing

Parikh will collect soil sample from location of each new culvert on the Project and test for the specific flow velocity and abrasion characteristics to make the evaluation of acceptable culvert materials.

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

Task	Parikh	Wood Rodgers	Budget
Additional Soil Testing	\$3,000	\$2,000	\$5,000
TOTAL			\$5,000

Task 3R.5.4A: 2015 Plans and Specifications Updates

The sixty percent (60%) plans for the Project were prepared based on Caltrans 2010 Standard Plans as well as Caltrans design criteria's, which were the current requirements at the time. Caltrans has now issued the 2015 version of their Standard Plans and Specification and requires any Project being advertised for construction after summer of 2016 to reflect this latest version. Since the start of construction for this Project is now anticipated to begin in late summer of 2016 due to funding constraints, the PS&E package must be updated to reflect the requirements of Caltrans 2015 Standard Plans, Standard Specifications and Standard Special Provisions. The Engineer's Estimate will also require editing to reflect 2015 Caltrans bid Item numbers and names and unit prices. In addition due to the recent inclusion of Federal funding for the Project, the Specification must also reflect the Federal requirements to obtain Caltrans approval.

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

CONTRACTOR Classification	Hours	Hourly Rate	Fee
Project Manager / Principal	4	\$185	\$740
Engineer III	80	\$125	\$10,000
CAD Technician	24	\$70	\$1,680
TOTAL			\$12,420

Task 3R.15: Pre-Construction Nesting Bird Survey

LSA will provide nesting bird survey prior to the Project's start of construction. Should the Project be constructed during the general bird nesting season (February 1 through August 31), a qualified LSA biologist would perform a pre-construction nesting bird survey of the entire Project area within seventy-two (72) hours of the initiation of Project activities. Due to the length of the Project area and density of trees within the Project area, LSA proposes the survey be conducted in two (2) consecutive days in order to ensure the survey is conducted during the proper time of day.

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

Task	LSA	CONTRACTOR	Budget
Pre-construction nesting Bird Survey	\$2,600	\$500	\$3,100
TOTAL			\$3,100

EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Summary of Proposed Budget

TASK	Wood Rodgers	LSA	Parikh	Total Budget
PA&ED Revalidation				
Project Management	\$13,720	\$2,500		\$16,220
Task 1.7R: Environmental Revalidation				
<i>Task 1.7R.1: TECHNICAL STUDY ADDENDUMS</i>				
<i>Task 1.7R.1A: Noise Impact Analysis</i>	\$2,500	\$17,000		\$19,500
<i>Task 1.7R.1B: Noise Abatement Decision Report (NADR)</i>	\$500	\$9,500		\$10,000
<i>Task 1.7R.1C: Historic Resources Compliance Report</i>	\$1,500	\$6,500		\$8,000
<i>Task 1.7R.1D: Natural Environment Study (Minimal Impacts)</i>	\$2,500	\$22,500		\$25,000
<i>Task 1.7R.1E: Floodplain Encroachment Report</i>	\$15,000	\$1,000		\$16,000
<i>Task 1.7R.1F: Section 4(f) Documentation</i>	\$500	\$5,000		\$5,500
<i>Task 1.7R.2: ADDENDUM TO THE 2012 IS/MND</i>	\$1,500	\$14,500		\$16,000
Task 2.1R.1R: Revise Conceptual Geometric Drawing	\$21,440			\$21,440
Sub-Total	\$59,160	\$78,660		\$137,660
FINAL DESIGN				
Project Management	\$22,880			\$22,880
Task 3R.2R: Revise Roadway Base Plans	\$21,940			\$21,940
Task 3R.5.1A: Revise Carmel Valley Rd/SR-1 Signal Plans	\$46,480			\$46,480
Task 3R.5.1B: ADA Ramps Upgrade to Caltrans 2015 requirements	\$7,930			\$7,930
Task 3R.5.1C: Additional Soil Testing	\$2,000		\$3,000	\$5,000
Task 3R.5.4A: 2015 Plans and Specifications Updates	\$12,420			\$12,420
Task 3R.15: Pre-Construction Nesting Bird Survey	\$500	\$2,600		\$3,100
Sub-Total	\$114,150	\$2,600	\$3,000	\$119,750
Total Additional Budget	\$173,310	\$81,100	\$3,000	\$257,410