

**AMENDMENT NO. 9
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
LSA ASSOCIATES, 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 LSA Associates, 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 January 4, 2007 (hereinafter, "Agreement") to provide environmental services (hereinafter, "services") for the Davis Road Bridge Replacement and Road Widening Project (hereinafter, "Project") through December 31, 2008 for an amount not to exceed \$396,245; and

WHEREAS, Agreement was amended by the Parties on October 6, 2008 (hereinafter, "Amendment No. 1") to extend the term for one (1) additional year through December 31, 2009 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on November 5, 2009 (hereinafter, "Amendment No. 2", including Exhibit B-1 – Federal Provisions) to extend the term for fifteen (15) additional months through March 31, 2011 and to revise Exhibit B - Federal Provisions with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on May 3, 2010 (hereinafter, "Amendment No. 3", including Exhibit A-1 – Scope of Services/Payment Provisions) to increase the amount by \$20,680 which resulted in a total not to exceed amount of \$416,925 and to update the CONTRACTOR's Hourly Billing Rates with no extension to the term; and

WHEREAS, Agreement was amended by the Parties on April 5, 2011 (hereinafter, "Amendment No. 4") to extend the term for twenty-seven (27) additional months through June 30, 2013 and to revise the indemnification provision with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on June 27, 2013 (hereinafter, "Amendment No. 5") to extend the term for three (3) additional years through June 30, 2016 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on March 7, 2014 (hereinafter, "Amendment No. 6", including Exhibit A-2 – Scope of Services/Payment Provisions) to increase the amount by \$413,870 which resulted in a total not to exceed amount of \$830,795 and to update the CONTRACTOR's Hourly Billing Rates with no extension to the term; and

WHEREAS, Agreement was amended by the Parties on August 1, 2016 (hereinafter, "Amendment No. 7", including Exhibit A-3 – Scope of Services/Payment Provisions) to extend the term for one (1) additional year through June 30, 2017 and to increase the amount by \$40,700 which resulted in a total not to exceed amount of \$871,495; and

WHEREAS, Agreement was amended by the Parties on May 5, 2017 (hereinafter, "Amendment No. 8") to extend the term for two (2) additional years through June 30, 2019 with no increase in the not to exceed amount; and

WHEREAS, due to the need for CONTRACTOR to provide additional tasks associated with technical study addendums and supplemental reports, completion of the environmental re-validation form and an addendum to the 2016 Environmental Impact Report/Environmental Assessment, additional time and funding are necessary to complete the services for Project; and

WHEREAS, CONTRACTOR's Hourly Billing Rates require an update effective upon the date of final execution of this Amendment No. 9 which is the last date opposite the respective signatures below; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to June 30, 2020, increase the amount by \$128,085 for a total not to exceed \$999,580, and to update the Hourly Billing Rates 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 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 and A-4 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 and A-4, 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 \$999,580.

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

The term of this Agreement is from September 1, 2006 to June 30, 2020, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-4, Scope of Services/Payment Provisions".
5. Amend Section 8.02, "Indemnification for Design Professional Services Claims", of Paragraph 8, "Indemnification", to read as follows:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

6. In all places within the Agreement, any reference to the County's address at 168 West Alisal Street, 2nd Floor, Salinas, California 93901 is hereby replaced with 1441 Schilling Place, South 2nd Floor, Salinas, California 93901-4527.
7. All other terms and conditions of the Agreement remain unchanged and in full force.
8. 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.
9. 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

Date: _____

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Mary Grace Perry
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____

Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

LSA Associates, Inc.

Contractor's Business Name

By: _____

(Signature of Chair, President or Vice President)

Its: _____

Mike Trotta, President
(Print Name and Title)

Date: _____

6/20/2018

By: _____

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

Its: _____

Rosalena Evans, CFO
(Print Name and Title)

Date: _____

6/20/2018

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
LSA Associates, Inc., hereinafter referred to as "CONTRACTOR"**

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of environmental services (hereinafter, "services") for the Davis Road Bridge Replacement and Road Widening Project (hereinafter, "Project"), as set forth below:

TASK 1: PROJECT DESCRIPTION/TECHNICAL STUDY ADDENDUMS AND SUPPLEMENTAL REPORTS

CONTRACTOR shall prepare an Addendum or Supplemental Report for each of the following technical reports prepared for the Project:

- Air Quality Analysis
- Farmland Impact Analysis
- Initial Site Assessment (ISA)
- Supplemental Historic Property Survey Report
- Natural Environment Study (NES)
- Supplemental Noise Study Report (NSR)
- Visual Impact Report
- Water Quality Assessment Report (WQAR)

The purpose of the Addendums and Supplemental Reports is to describe the Project modifications, describe any changes to the existing physical or regulatory environment since the original report was prepared, and discuss the impacts of the Project modifications relevant to each discipline.

CONTRACTOR shall prepare a master Project Description of the modified Project to be used in each of the technical study addendums. The Project Description shall include a summary of the original Project, a summary of the design modifications and refinements, and provide revised figures that depict the expanded Project area.

Based on CONTRACTOR's understanding of the Project modifications, it is CONTRACTOR's assumption that no additional significant impacts pursuant to California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) shall be identified that would trigger the need to prepare and circulate a Supplemental Environmental Impact Report (EIR)/Environmental Assessment (EA).

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

The following technical reports were prepared by consultants other than CONTRACTOR or a subconsultant to CONTRACTOR, but may need to be updated to support the EIR/EA Addendum being prepared by CONTRACTOR:

- Design Hydraulic Study Report
- Geotechnical Engineering Investigation Report
- Location Hydraulic Study/Summary Floodplain Encroachment Report
- Traffic Impact Study

It is CONTRACTOR's understanding that County and/or TRC Engineers, Inc. (TRC), Structural Engineer for the Project, shall coordinate the completion of final versions of the technical study addendums for the above disciplines and provide them to CONTRACTOR for use and inclusion in the EIR/EA Addendum.

Budget: \$4,005

Task 1.1: Air Quality Assessment Report Addendum

CONTRACTOR shall prepare an Addendum to the Air Quality Assessment Report (July 2014) to address Project modifications. In order to prepare the Air Quality Assessment Report Addendum for the modified Project, CONTRACTOR shall:

- Provide information on the revisions and modifications to the Project, including generating updated supporting figures with the revised Project area and expanded Project Study Area;
- Update regulatory information with, and prepare air quality analysis in accordance with information with the latest versions of the following protocols/guidelines: California Department of Transportation (Caltrans) Transportation Project-Level Carbon Monoxide Protocol, Federal Highway Administration (FHWA) Interim Guidance on Air Toxic Analysis in NEPA Documents (mobile source air toxics [MSAT]), and Caltrans' policy on greenhouse gas emissions (GHG);
- Analyze Project construction emissions and control measures for consistency with applicable Monterey Bay Unified Air Pollution Control District (MBUAPCD) guidelines and policies; and
- Prepare an updated Air Quality Report Addendum to reflect the modifications to the proposed Project. The Air Quality Report Addendum shall be prepared in accordance with the latest versions of the following protocols/guidelines: Caltrans Transportation Project-Level Carbon Monoxide Protocol, FHWA Interim Guidance on Air Toxic Analysis in NEPA Documents (MSAT), and Caltrans' policy on GHG.

The Air Quality Report Addendum shall make a final determination whether the Project changes will conform to applicable State and Federal air quality plans. Standard construction practice measures identified in the previously prepared Air Quality Assessment shall be reviewed for applicability to the updated Project. A carbon monoxide screening analysis shall also be performed. CONTRACTOR shall update the qualitative MSAT discussion, based on the latest FHWA guidance.

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR shall submit the Draft Air Quality Analysis Addendum in electronic format to TRC and County for review. Following approval, CONTRACTOR shall submit the Draft Air Quality Analysis Addendum in electronic format to Caltrans for review. Upon receipt of one (1) set of consolidated comments from Caltrans on the Draft Air Quality Analysis Addendum, CONTRACTOR shall prepare a Final Air Quality Analysis Addendum for Caltrans' approval.

Budget: \$7,290

Task 1.2: Farmland Impact Analysis Addendum

CONTRACTOR shall prepare an Addendum to the Farmland Impact Analysis Report (May 2014) to address Project modifications. In order to prepare the Farmland Impact Analysis Addendum for the Modified Project, CONTRACTOR shall:

- Provide information on the revisions and modifications to the Project, including generating updated supporting figures with the revised Project area and expanded Project Study Area;
- Describe changes to the existing physical or regulatory environment since the original report was prepared, including updated soil and important farmland acreages within the expanded Project Study Area;
- Prepare an updated impact analysis; and
- Prepare updated Natural Resource Conservation Service (NRCS) NRCS-CPA-106 Form and coordinate with the NRCS.

CONTRACTOR shall submit the Draft Farmland Impact Analysis Addendum in electronic format to TRC and County for their review. Following approval, CONTRACTOR shall submit the Draft Farmland Impact Analysis Addendum in electronic format to Caltrans for review. Upon receipt of one (1) set of consolidated comments from Caltrans on the Draft Farmland Impact Analysis Addendum, CONTRACTOR shall prepare a Final Farmland Impact Analysis Addendum for Caltrans approval.

Budget: \$8,120

Task 1.3: ISA Addendum

Earth Systems Pacific (ESP), a subconsultant to CONTRACTOR, shall prepare an Addendum to the ISA (March 2014) to address Project modifications.¹ In order to prepare the ISA Addendum for the modified Project, CONTRACTOR and ESP shall:

- Provide information on the revisions and modifications to the Project, including generating updated supporting figures with the revised Project area and expanded Project Study Area;
- Conduct a site visit to evaluate the existing environmental conditions on the Project site;
- Undertake a review of updated regulatory agency databases for the Project and surrounding area; and
- Prepare an updated analysis presenting the findings based on the field visit and review of updated regulatory agency databases.

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR shall submit the Draft ISA Addendum in electronic format to TRC and County for review. Following approval, CONTRACTOR shall submit the Draft ISA Addendum in electronic format to Caltrans for review. Upon receipt of one (1) set of consolidated comments from Caltrans on the Draft ISA Addendum, CONTRACTOR shall prepare a Final ISA Addendum for Caltrans approval.

Budget: \$2,830

- 1 The *Results of Soil Analysis and Site Screening* (August 2014) Technical Report prepared by ESP identified low lead and pesticide results throughout the sampling area. Given the consistency of the soil sampling results and the fact that the expanded Project area contains the same land uses as previously sampled (farmland), additional sampling is not necessary, and this technical report does not need to be updated.

Task 1.4: Supplemental Historic Property Survey Report

CONTRACTOR shall prepare a Supplemental Historic Property Survey Report (sHPSR) and Supplemental Archaeological Survey Report (sASR) to address Project modifications. In order to prepare the sHPSR and sASR for the modified Project, CONTRACTOR shall:

- Prepare a revised Area of Potential Effects (APE) map that displays the new portions of the APE at Reservation Road and Blanco Road. The map will be prepared to Caltrans standards;
- Conduct a field survey of the additional APE on Blanco Road. The roundabout location was surveyed as part of the original field survey for the Project; and
- Prepare an sHPSR and sASR to document the results of the surveys and to provide information on the revisions and modifications to the Project.

CONTRACTOR shall submit the Draft sHPSR and sASR in electronic format to TRC and County for review. Following approval, CONTRACTOR shall submit the Draft sHPSR and sASR in electronic format to Caltrans for review. Upon receipt of one (1) set of consolidated comments from Caltrans on the Draft sHPSR and sASR, CONTRACTOR shall prepare a Final sHPSR and sASR for Caltrans approval.

Budget: \$6,735

Task 1.5: NES Addendum

CONTRACTOR shall prepare an Addendum to the NES (October 2014) to address Project modifications. In order to prepare the NES Addendum for the modified Project, CONTRACTOR shall:

- Generate and update the Project Description and prepare supporting figures with the revised Project area and expanded Project Biological Study Area (BSA) based on the revised plans provided by County;
- Describe changes to the existing physical or regulatory environment since the original study was prepared, including an updated California Natural Diversity Database (CNDDDB) search and a new official species list from the United States Fish and

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS), and the presence of special-status species and sensitive natural communities including wetlands and other waters under the jurisdiction of the United States Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and the California Department of Fish and Wildlife (CDFW);

- Conduct a field survey of the expanded BSA. Land cover types and other relevant biological features within the modified BSA shall be documented with digital photography. CONTRACTOR does not anticipate that protocol level rare plants surveys shall be required because the expanded construction areas are located in active agricultural areas that exhibit a continual cycle of planting row crops, harvesting, and disking throughout the year; there is no habitat for rare plant species in these areas. Furthermore, CONTRACTOR assumes that County has information pertaining to the size and types of trees within the modified BSA and that it will not be necessary for CONTRACTOR to conduct additional tree surveys; and
- Prepare an updated Impact Analysis.

CONTRACTOR shall submit the Draft NES Addendum in electronic format to TRC and County for review. Following approval, CONTRACTOR shall submit the Draft NES Addendum in electronic format to Caltrans for review. Upon receipt of one (1) set of consolidated comments from Caltrans on the Draft NES Addendum, CONTRACTOR shall prepare a Final NES Addendum for Caltrans approval.

Budget: \$12,785

Task 1.6: Supplemental NSR

Due to the recent changes in the design of the Project as analyzed in the NSR which was prepared in 2014, CONTRACTOR proposes to conduct the following tasks to prepare a Supplemental Noise Study Report (sNSR):

CONTRACTOR shall prepare a sNSR 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 Criteria (NAC) and applicable local noise ordinances shall be discussed for land uses located adjacent to the Project.

Noise impacts from construction sources shall be analyzed based on reference measurement data in the Roadway Construction Noise Model. The construction noise impact shall be evaluated in terms of maximum levels (L_{max}) and the frequency of occurrence at adjacent sensitive locations. Analysis requirements shall be based on Caltrans' Standard Specifications and the Noise Ordinance specifications of County.

The FHWA Traffic Noise Model (TNM) Version 2.5 shall be used to evaluate the traffic noise levels associated with the redesigned 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 future traffic conditions shall assume either capacity volumes associated with Level of Service D operations or the projected traffic volumes provided in the updated Traffic Study, whichever is lower.

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

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, shall be evaluated. The total reasonable allowance shall be calculated for each noise barrier. This scope assumes that no new noise abatement measures shall be determined feasible for the Project, therefore, no revisions to the Noise Abatement Decision Report shall be required.

CONTRACTOR shall submit the Draft sNSR in electronic format to TRC and County for review. Following approval, CONTRACTOR shall submit the Draft sNSR in electronic format to Caltrans for review. Upon receipt of one (1) set of consolidated comments from Caltrans on the Draft sNSR, CONTRACTOR shall prepare a Final sNSR for Caltrans approval.

Budget: \$7,200

Task 1.7: Visual Impact Assessment (VIA) Report Addendum

CONTRACTOR shall prepare an Addendum to the VIA Report (August 2014) to address Project modifications. In order to prepare the VIA Report Addendum for the modified Project, CONTRACTOR shall:

- Provide information on the revisions and modifications to the Project, including generating updated supporting figures with the revised Project area and expanded Project Study Area;
- Prepare updated regulatory and affected environment information as necessary;
- Prepare an updated View Simulation of the Davis Road/Reservation Road Intersection; and
- Prepare modified Project impacts analysis.

CONTRACTOR shall submit the Draft Visual Impact Report Addendum in electronic format to TRC and County for review. Following approval, CONTRACTOR shall submit the Draft Visual Impact Report Addendum in electronic format to Caltrans for review. Upon receipt of one (1) set of consolidated comments from Caltrans on the Draft Visual Impact Report Addendum, CONTRACTOR shall prepare a Final Visual Impact Report Addendum for Caltrans approval.

Budget: \$7,040

Task 1.8: WQAR Addendum

CONTRACTOR shall prepare an Addendum to the WQAR (July 2014) to address Project modifications. In order to prepare the WQAR Addendum for the modified Project, CONTRACTOR shall:

- Provide information on the revisions and modifications to the Project, including generating updated supporting figures with the revised Project area and expanded Project Study Area;
- Update regulatory information, including information from the updated Basin Plan and 303(d) and total maximum daily load (TMDL) lists;
- Prepare modified Project impact analysis and revise prescribed avoidance and minimization measures if necessary.

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR shall submit the Draft WQAR Addendum in electronic format to TRC and County for review. Following approval, CONTRACTOR shall submit the Draft WQAR Addendum in electronic format to Caltrans for review. Upon receipt of one (1) set of consolidated comments from Caltrans on the Draft WQAR Addendum, CONTRACTOR shall prepare a Final WQAR Addendum for Caltrans approval.

Budget: \$6,400

TASK 2: ENVIRONMENTAL RE-VALIDATION FORM AND ADDENDUM TO THE 2016 EIR/EA

CONTRACTOR shall conduct the following tasks in support of the Environmental Re-validation effort:

- CONTRACTOR shall prepare a NEPA/CEQA Re-validation form;
- CONTRACTOR shall prepare an Addendum to the EIR/EA based on County's preferred format, which shall be provided prior to the start of work on the Addendum.
 - CONTRACTOR shall work with County and TRC to define and explain the Project design modifications and refinements;
 - CONTRACTOR shall revise the Project mapping and figures to include the Project design modifications and refinements;
 - CONTRACTOR shall 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;
 - CONTRACTOR shall include a discussion of the Project's environmental setting for each resource topic discussed in the Addendum, including any changes to the existing regulatory setting;
 - CONTRACTOR shall revise the Impact Analysis consistent with the County EIR Addendum template to address the Project design modifications and refinements;
 - CONTRACTOR shall provide refined mitigation measures as necessary to address the Project design modifications;
 - CONTRACTOR shall prepare an updated Mitigation Monitoring and Reporting Plan (MMRP) and Environmental Commitment Record based on any refinements to the existing Avoidance, Minimization and Mitigation Measures provided in the approved EIR/EA; and
 - CONTRACTOR shall ensure that the environmental document is consistent with the information provided in the technical addendums.

CONTRACTOR shall submit the Draft Re-validation form, in electronic format, to Caltrans for review and approval. CONTRACTOR shall submit the Draft Addendum in electronic format to TRC and County for review. Upon receipt of one (1) set of consolidated comments from Caltrans on the Draft Re-validation Form and County on the revised Draft Addendum, CONTRACTOR shall prepare a Final Environmental Re-Validation form and Addendum to the EIR/EA for Caltrans approval.

Budget: \$53,990

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

TASK 3: PROJECT MANAGEMENT

CONTRACTOR's Project Manager shall continue to oversee all staff working on the modified Project and shall be responsible for managing the day-to-day activities associated with the modified Project. Day-to-day Project Management responsibilities include regular coordination with County, TRC, and Caltrans, contract management, oversight of team members, schedule coordination, and development and submittal of deliverables. The budget assumes eight (8) hours per month for Project Management over the course of six (6) months to complete the modified Project and time for two (2) two (2) hour in person meetings between the CONTRACTOR's Project Manager, up to three (3) technical specialists, and Caltrans.

Budget: \$11,690

A.2 CONTRACTOR shall produce the above-mentioned deliverables according to the attached Table B, Proposed Schedule.

All written reports required under this Agreement must be delivered in written and electronic format to the following individual in accordance with the schedule above:

Enrique M. Saavedra, P.E.
RMA – Acting Chief of Public Works
County of Monterey, Resource Management Agency (RMA)
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Email: saavedraem@co.monterey.ca.us

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$128,085 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the attached Table A, Proposed Budget and Hourly Billing Rates.

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at https://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

B.2 CONTRACTOR'S BILLING PROCEDURES

Payment shall be based upon satisfactory acceptance of each deliverable.

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 Multi-Year Agreement (MYA) number 3000*2547, Project name and associated Delivery Order number, and an original hardcopy shall be sent to the following:

County of Monterey
RMA – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

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

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

PROPOSED BUDGET

- **Proposed Budget**

• Task	• Budget
1.0: Project Description	\$4,005
1.1: Air Quality Assessment Report Addendum	\$7,290
1.2: Farmland Impact Analysis Addendum	\$8,120
1.3: Initial Site Assessment Addendum	\$2,830
1.4: Supplemental Historic Property Survey Report	\$6,735
1.5: National Environment Study Addendum	\$12,785
1.6: Supplemental Noise Study Report	\$7,200
1.7: Visual Impact Assessment Report Addendum	\$7,040
1.8: Water Quality Assessment Report Addendum	\$6,400
2: Environmental Re-Validation Form and Addendum to the 2016 EIR/EA	\$53,990
3: Project Management	\$11,690
Subtotal	\$128,085

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

PROPOSED SCHEDULE

CONTRACTOR will initiate preparation of Project deliverables, as outlined in the proposed schedule below, upon receipt of all necessary information from County. CONTRACTOR will provide County with a comprehensive data request immediately following receipt of the Notice to Proceed.

Table B: Proposed Schedule

Deliverables	Timeline for Deliverables
Notice to Proceed	
Task 1: Technical Study Addendums	
Project Description	1 week
County Review	3 days
Caltrans Review	1 week
Finalize Project Description	2 days
Task 1.1: Air Quality Assessment Report Addendum	2 weeks
County Review	3 days
Caltrans Review	2 weeks
Finalize Addendum	3 days
Task 1.2: Farmland Impact Analysis Addendum	2 weeks
County Review	3 days
Caltrans Review	2 weeks
Finalize Project Description	3 days
Task 1.3: ISA Addendum	2 weeks
County Review	3 days
Caltrans Review	2 weeks
Finalize Addendum	3 days
Task 1.4: Supplemental Historic Property Survey Report	2 weeks
County Review	3 days
Caltrans Review	2 weeks
Finalize Supplemental Report	3 days
Task 1.5: Natural Environment Study Addendum	2 weeks
County Review	3 days
Caltrans Review	2 weeks
Finalize Addendum	3 days
Task 1.6: Supplemental Noise Study Report	5 weeks
County Review	3 days
Caltrans Review	2 weeks
Finalize Addendum	3 days
Task 1.7: Visual Impact Assessment Report Addendum	2 weeks
County Review	3 days
Caltrans Review	2 weeks
Finalize Addendum	3 days

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 1.8: Water Quality Assessment Report Addendum	2 weeks
County Review	3 days
Caltrans Review	2 weeks
Finalize Addendum	3 days
Task 2: Environmental Re-validation Form and Addendum to the 2016 EIR/EA	
Task 2: Environmental Re-validation Form and Draft Addendum to the 2016 EIR/EA	4 weeks ¹
Caltrans/County Review	1 week
Revise based on Caltrans/County comments	1 week
Finalize based on Caltrans/County Comments	1 weeks

¹ Following approval of final technical study addendums

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

HOURLY BILLING RATES EFFECTIVE UPON THE FINAL EXECUTION OF AMENDMENT No. 9

Job Classification							Hourly Rate Range ^{1,2}
Planning	Environmental	Transportation	Air/Noise	Cultural Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$180-325
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$95-240
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	\$95-195
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist	Cultural Resources Manager	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	GIS Specialist	\$80-140
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	\$70-105
Field Services							
Senior Field Crew/Field Crew							\$70-100
Office Services							
Graphics							\$115-125
Marketing							\$80-185
Office Assistant							\$55-105
Project Assistant							\$70-100
Research Assistant/Intern							\$50-70
Word Processing/Technical Editing							\$60-115

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

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

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

**LSA IN-HOUSE DIRECT EXPENSES EFFECTIVE UPON THE FINAL EXECUTION OF
AMENDMENT No. 9**

Description		Unit Cost	Description	Unit Cost
Reproduction	(8.5 x 11) B/W	\$0.07 per page	GPS Unit	\$75.00 per day
Reproduction	(8.5 x 11) Color	\$0.40 per page	Total Station Surveying Instrument	\$50.00 per day
Reproduction	(11 x 17) B/W	\$0.10 per page	Level (Laser or Optical)	\$25.00 per day
Reproduction	(11 x 17) Color	\$0.75 per page	Laser Rangefinder	\$25.00 per day
CD Production		\$5.00 per CD	Sound Meter	\$75.00 per day
USB Flash Drive		\$5.00 per drive	Sound Meter with Velocity Transducer	\$85.00 per day
Plotting		\$3.75 per sq ft	Aerial Photo	Cost
Aerial Drone		\$200.00 per day	Boat Rental	\$125.00 per day
Mileage	On-Road	Current federal rate	Water Quality Meter	\$25.00 per day
Mileage	Off-Road	Current federal rate		