

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

Agreement No.: A- 10864

- a. Approve a Professional Services Agreement with)
Wood Rodgers, Inc., in an amount not to exceed)
\$431,390 to provide Phase 1 – Project Report and)
Environmental Documentation and Phase 2 – Plans,)
Specifications and Engineer's Estimate for the State)
Highway 1 Climbing Lane between Carmel Valley)
Road and Rio Road, Project No. 09-869065; and)
)
- b. Authorize the Purchasing Manager to execute the)
Agreement and future amendments that do not)
significantly alter the scope of work or change the)
approved Agreement amount.)

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those members present, effective April 17, 2007, the Board hereby:

- a. Approves a Professional Services Agreement with Wood Rodgers, Inc., in an amount not to exceed \$431,390 to provide Phase 1 – Project Report and Environmental Documentation and Phase 2 – Plans, Specifications and Engineer's Estimate for the State Highway 1 Climbing Lane between Carmel Valley Road and Rio Road, Project No. 09-869065; and
- b. Authorizes the Purchasing Manager to execute the Agreement and future amendments that do not significantly alter the scope of work or change the approved Agreement amount.

PASSED AND ADOPTED this 17th day of April 2007, by the following vote, to-wit:

AYES: Supervisors Armenta, Salinas, Potter

NOES: None

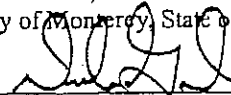
ABSENT: Supervisors Calcagno and Smith

I, Lew C. Bauman, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 73 for the meeting on April 17, 2007.

Dated: April 18, 2007

Lew C. Bauman, Clerk of the Board of Supervisors,
County of Monterey, State of California

By


Darlene Drain, Deputy

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(MORE THAN \$25,000)*

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

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

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows: Provide Phase 1 – Project Report and Environmental Documentation and Phase 2: Plans, Specifications and Engineer's Estimate as described in Exhibit A to obtain Caltrans approval for State Highway 1 Climbing Lane between Carmel Valley Road and Rio Road.
2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 431,389.64.
3. **TERM OF AGREEMENT.** The term of this Agreement is from April 15, 2007 to October 31, 2008, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

5. PERFORMANCE STANDARDS.

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

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

*Approved by County Board of Supervisors on April 17, 2007

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

6. PAYMENT CONDITIONS.

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

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

7. TERMINATION.

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

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this

Agreement for good cause, the County may be relieved of the payment of any ^{unearned} ^ consideration to CONTRACTOR, and the County may proceed with the work in any manner which County deems proper. The cost to the County shall be deducted from any sum due to the CONTRACTOR under this Agreement.

~~8. INDEMNIFICATION. CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's~~

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(MORE THAN \$25,000)

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

8. INDEMNIFICATION

To the fullest extent permitted by law, including California Civil Code sections 2782 and 2782.6, CONTRACTOR shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, agents, and employees, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of CONTRACTOR or its subcontractors), expenses and liabilities of every kind, nature and description (including court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify the County, its officers, agents, and employees, shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of the County, its officers, agents, and employees. To the extent there is an obligation to indemnify under this Paragraph, CONTRACTOR shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from CONTRACTOR's negligence, recklessness, or willful misconduct.

Project ID: Project ID: Wood Rodgers, Inc.
State Highway 1 Climbing Lane between
Carmel Valley Road and Rio Road
RMA – Public Works
Term: April 15, 2007 – October 31, 2008
Not to Exceed: \$431,389.64

~~officers, employees, agents and subcontractors.~~ See Page 2A of 8 of the Professional Services Agreement (PSA), Insert to Section 8 of the PSA. —

9. INSURANCE.

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

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

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

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

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

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

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

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

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

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each

policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

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

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

10. RECORDS AND CONFIDENTIALITY.

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

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

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

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

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

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

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal

and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

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

FOR COUNTY:	FOR CONTRACTOR:
<u>Dalia M. Mariscal, Management Analyst II</u> Name and Title	<u>Ali A. Hemmati, P.E., Principal</u> Name and Title
County of Monterey Resource Management Agency 168 West Alisal Street, 2 nd Floor Salinas, CA 93901 Address	Wood Rodgers, Inc. 3301 C Street, Building 100-B Sacramento, CA 95816 Address
<u>(831) 755-8966</u> Phone	<u>(916) 341-7760</u> Phone

15. **MISCELLANEOUS PROVISIONS:**

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

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

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

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

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

Neither party

15.06. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise
other party

transfer its interest or obligations in this Agreement without the prior written consent of the ^ County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County.

Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

This space is left blank, intentionally.

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

COUNTY OF MONTEREY

CONTRACTOR

By: [Signature]

Purchasing Manager
Date: 5/10/07

By: _____

Department Head (if applicable)
Date: _____

By: _____

Board of Supervisors (if applicable)
Date: _____

Approved as to Form

By: Kathy Paul, Deputy
County Counsel
Date: March 9, 2007

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: RISK MANAGEMENT 5/12/07
COUNTY OF MONTEREY

Approved as to ~~Liability Provisions~~ INDEMNITY/
INSURANCE LANGUAGE

By: [Signature]

Risk Management
Date: 3/16/07

Wood Rodgers, Inc.
Contractor's Business Name*

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

Timothy R. Crush-VP
Name and Title
Date: 3/14/07

By: Wes Ferguson CFO
(Signature of Secretary, Asst. Secretary, CFO, or
Asst. Treasurer)*
Wes Ferguson CFO
Name and Title

Date: 3-14-07

County Board of Supervisors' Agreement Number: A-10864

*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.

¹Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

STATE ROUTE 1 TRUCK CLIMBING LANE, RIO ROAD TO CARMEL VALLEY ROAD AND INTERSECTION OPERATIONAL IMPROVEMENTS PROJECT

Phase 1 - PROJECT REPORT AND ENVIRONMENTAL DOCUMENT

SCOPE OF SERVICES

Revised 2/28/2007

The Transportation Agency for Monterey County, with consultation by Wood Rodgers, obtained Caltrans approval of a Project Study Report (PSR) in 2005 that identified a single build alternative to improve the operation of State Route 1 between its intersections with Rio Road and Carmel Valley Road, and to improve traffic operations at those two intersections. The Monterey County Department of Public Works now desires to further develop that project. This scope is intended to outline professional services to further develop this project by obtaining environmental clearance and Caltrans approval to construct these operational improvements. This will involve the development of a Project Report to complete Caltrans requirements for the "Project Approval and Environmental Determination (PA&ED)" phase of project development. It is anticipated that federal funds will not be used for construction of the proposed project. Therefore, the project will need to be environmentally cleared under the California Environmental Quality Act (CEQA), but not the National Environmental Policy Act (NEPA).

The build alternative identified in the PSR would widen SR-1 on the east side to accommodate a truck climbing lane and standard 8-foot-wide shoulders. At the Rio Road intersection, the project would construct a second westbound right-turn lane to northbound SR-1 and a dedicated right-turn lane from southbound SR-1 to westbound Rio Road. The northbound turn lanes approaching the Rio Road intersection would be lengthened, and the dedicated right turn lane would be converted to a shared through/right lane. At the Carmel Valley Road intersection, the northbound SR-1 truck climbing lane would continue through the intersection as shared through/right lane to join the existing northbound truck climbing lane. All through and turn lanes at both intersections would be 12 feet wide. The existing traffic signals at both intersections would be modified as required to accommodate the revised approach lane configurations.

Approximately 568 square feet of County Right of Way will need to be acquired from a single commercial parcel for widening Rio Road on the north side to the east of the intersection. State Route 1 will be widened on the east side within existing State right of way.

The Wood Rodgers Team will prepare the environmental documentation and Project Report to obtain Caltrans approval of the project features through the following tasks:

PROJECT MANAGEMENT

This continuous activity commences with the receipt of the Notice to Proceed and continues through submittal of the final project deliverables. We assume that the PA&ED phase of project development will take approximately 14 months. If the actual project duration exceeds this, the scope and budget may need to be modified to include additional project management activities. Key elements of our project management program include regular progress reports and meetings with Monterey County, work progress direction and monitoring, coordination, and communications. All coordination will be with the Monterey County Project Manager. The Wood Rodgers Project Manager will monitor and direct work activities on this project in accordance with the contracted work scope, schedule, and budget. Quality Control is also a part of project management.

Kick-off and Project Development Team Meetings: A project kick-off meeting will be scheduled as soon as practical after Notice to Proceed. This meeting should include representatives of Monterey

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

SR-1 Operational Improvements, Rio Road to Carmel Valley Road
Phase 1 - PA&ED Scope of Work Revised 2/28/2007



County, Caltrans District 5, Wood Rodgers, and subconsultants, who will constitute the Project Development Team (PDT). Other organizations (e.g., the Transportation Agency for Monterey County or the Association of Monterey Bay Area Governments) may also attend as appropriate. This meeting will be used to establish lines of communication, review the project scope of work, finalize the schedule, and identify key project goals and issues.

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

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

Oversight, Progress Reporting, etc.: Wood Rodgers' project management program includes regular progress reports, work progress monitoring and cost control, coordination, and communication. This task includes project management for a project schedule of up to 14 months from the Notice to Proceed. If the project schedule exceeds 14 months, the budget may need to be modified accordingly. Wood Rodgers' Project Manager is responsible for providing oversight and the controls necessary to ensure that assignments are completed within the budget and schedule for development of the Environmental Documentation and Project Report for this project. Once project protocol is defined, the Wood Rodgers Project Manager will maintain close contact with the County of Monterey's Project Manager and the members of the Wood Rodgers Project Team. The Project Manager will act as the principal liaison between the County and the Project Team.

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

Quality Assurance/Quality Control: Quality Assurance (QA) at Wood Rodgers is a project-wide approach that establishes and oversees policies, procedures, standards and guidelines aimed at producing an acceptable level of quality. Quality Control (QC) consists of task specific activities that apply the QA policies at each level to maintain an acceptable level of quality through the application of sound project management, guidance and review.

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

Our approach to QA/QC, combined with active coordination early in the analysis and design process with the County and third party interests will ensure that project requirements are met, thus avoiding costly design iterations, contract addenda, and change orders.

MILESTONE 1 – ENVIRONMENTAL DOCUMENT

Milestone Description

The tasks identified below are a slight modification to the work program identified in the Preliminary Environmental Assessment Report (PEAR) prepared by LSA Associates, March 2005. The PEAR defined the proposed environmental scope of services and process for environmental clearance of the project under both CEQA and NEPA. The level of effort is based on a Initial Study (IS) leading to a Mitigated Negative Declaration (MND) as the CEQA document. No clearance under NEPA is now required.

Anticipated Environmental Approval

It is anticipated that the environmental documentation necessary for the proposed project will include preparation and processing of an Initial Study (IS) leading to a Mitigated Negative Declaration (MND), evaluating the Build and No Build Alternatives at the same level of detail. This scope of work is based on the following assumptions:

- It is anticipated that Caltrans will serve as the local lead agency for the processing and certification of the MND for the proposed project under CEQA. Monterey County would serve as a responsible agency for the MND.
- Because this project is in the Coastal Zone, review by the California Coastal Commission and issuance of a Coastal Development Permit from the County will be required. The preparation of this permit is not included in this scope of work.
- No other State or federal agencies are assumed at this time to be cooperating agencies on the environmental document.
- The technical studies and environmental document will be formatted consistent with current Caltrans-required formats.

The PEAR (described earlier) also identified a number of technical studies, including air quality, biological resources, cultural resources, floodplain evaluation, hazardous waste initial site assessment, noise, and visual, which may need to be prepared in support of an IS/EA. The environmental work program outlined below is based on LSA's understanding of the proposed project. If the conclusions in any of the technical studies result in the need for higher-level CEQA environmental document, the scope and budget would need to be modified accordingly.

Task 1.1: Environmental Initiation

LSA will attend a project initiation meeting to discuss the project description, environmental document approach, schedule, and potential issues and impacts related to the proposed project. During this task, LSA will review existing information and participate in a field review of the project site with the County and Caltrans.

Wood Rodgers, as the project engineer, will provide the following items of information to LSA:

1. Preliminary Project Plans
2. Base topographic map

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

SR-1 Operational Improvements, Rio Road to Carmel Valley Road
Phase 1 - PA&ED Scope of Work Revised 2/28/2007



3. Vertical aerial photographs (Wood Rodgers will set survey control and field targets and arrange for aerial photography.)
4. Maximum Limits of Disturbance
5. Any technical reports prepared for the project study area such as a Storm Water Data Report, and Traffic Analysis

Task 1.2: Technical Reports

Based on knowledge of the project, the PSR, and the PEAR, LSA will prepare the technical reports in support of the IS leading to an MND. The technical reports will be prepared in accordance with current Caltrans procedures and guidelines. This level of effort assumes two rounds of Caltrans review, with the first round for major comments and the second round for minor cleanup (i.e., no substantial new work required). This scope and budget for the individual technical studies are based on evaluation of one Build Alternative and the No Build Alternative.

Task 1.2.1: Natural Environment Study – Minimal Impact (NES-MI)

LSA will review database records and previous technical literature pertaining to the study area to assist in determining the presence or potential occurrence of sensitive plants, animals, and natural communities within or in the immediate vicinity of the project limits. Federal and State lists of sensitive species and current database records, including the California Department of Fish and Game's *California Natural Diversity Database* and the California Native Plant Society's *Inventory of Rare and Endangered Vascular Plants of California*, will be examined. LSA will also review the list of threatened and endangered species known from the project vicinity provided by the USFWS. The results of the records search and literature review will be summarized in the NES-MI.

The fieldwork for this task will be conducted by qualified LSA biologists in order to document the presence/absence of sensitive biological resources (e.g., species or natural communities) and to determine the potential for occurrence of such resources that may not be detectable when the fieldwork is conducted. The location of any sensitive biological resources present on site, including plants and natural communities, will be mapped. For optimal survey results, LSA recommends conducting the fieldwork in the spring (i.e., April to early June) when feasible. This maximizes the biologists' ability to effectively detect and positively identify sensitive species, particularly plants. Focused, species-specific surveys are not included as part of this scope of work and budget. If such surveys are determined to be necessary based on the initial field work, LSA will provide a scope and budget for that work.

LSA will prepare an NES-MI report in the format/template provided on the current Caltrans Standard Environmental Reference (SER) web site. The NES-MI will include a description of the field methods used and the results of the biological assessment of the project area. The report will include a list of plant and animal species present within and immediately adjacent to the project limits and a general description of the plant communities occurring. If any sensitive resources are found on site, LSA will prepare and include in the NES-MI a graphic displaying the location of the sensitive plant communities on site and any sensitive biological resources observed. A table describing sensitive species that are present or potentially present will also be provided. The report will also identify and assess project impacts on the existing biological resources, including any sensitive species. Pursuant to the Caltrans publication *Guidance for Consultants*, permit requirements and recommendations for avoidance and minimization measures will be included in the NES-MI document. Avoidance and minimization measures will be conceptual (i.e., specific restoration plans are not included in this scope and budget). One round of Caltrans review and comment of the NES-MI is anticipated in this scope and budget.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

SR-1 Operational Improvements, Rio Road to Carmel Valley Road
Phase 1 - PA&ED Scope of Work Revised 2/28/2007



Task 1.2.1.1 Jurisdictional Delineation. This task is not anticipated to be required; therefore, it is not part of this scope of work. If potential jurisdictional areas are discovered to be within the project limits, LSA will notify the team immediately, and a scope and budget amendment will be required to perform the work outlined below.

LSA will conduct a field survey of the project area to identify any areas that are potentially subject to regulatory jurisdiction. If potential jurisdictional areas are identified during the field survey, LSA will conduct a delineation of potential jurisdictional areas, including wetlands, for use primarily by the ACOE and the California Department of Fish and Game (CDFG) as part of their evaluation for permit authorization, in accordance with current ACOE and CDFG guidelines. The results of the delineation will be summarized in a Wetlands/Waters Delineation and Assessment Report in Caltrans format. The jurisdictional delineation will require verification by the ACOE and CDFG. LSA will facilitate one meeting on site with representatives from the resource agencies in order to obtain concurrence of the delineation.

Task 1.2.2: Air Quality Impact Analysis

LSA will prepare an Air Quality Assessment for the project in accordance with Caltrans Transportation Project Level Carbon Monoxide (CO) Protocol and Monterey Bay Unified Air Pollution Control District (MBUAPCD) CEQA guidelines. LSA will conduct the screening analyses specified in the CO protocol and, if required, conduct CALINE4 modeling for CO hot spots for up to 40 receptor locations for the existing and future build conditions. Construction-related emissions will be quantified and discussed in a general format unless project-specific information is available.

Task 1.2.3: Noise Impact Analysis

There are existing residential uses immediately west of SR-1. LSA will prepare a technical noise analysis that will identify the impacts on existing and approved sensitive land uses adjacent to the proposed project consistent with the guidelines provided in the Traffic Noise Analysis Protocol (Protocol) for New Highway Construction and Reconstruction Projects (Caltrans 2006), and its Technical Noise Supplement (TeNS) (Caltrans, October 1998). In addition, any noise ordinances of the County will be identified to regulate the construction and demolition impacts where applicable. Each component of this analysis is discussed below.

Setting. Ambient noise monitoring will be conducted at representative receptor locations, based on the selection guidelines identified in the Caltrans Protocol. Ambient noise monitoring will be conducted at up to six locations in the project vicinity.

Impacts, Avoidance, and Minimization Measures. Short-term project-related noise impacts would potentially occur during construction of the proposed project. Long-term noise impacts would potentially be generated by vehicular traffic using the improved intersection and the new climbing lane. It is not expected that the project would cause increased traffic volume in the project area. However, the project has the potential to move vehicular traffic closer to sensitive receptors along the alignment. To assess the potential noise impacts, the following subtasks would be undertaken:

1. Analyze noise impacts during construction based on available construction information provided to LSA. Use Caltrans or EPA published noise emission levels for the construction equipment noise impact assessment. Evaluate construction noise impact in terms of maximum levels (L_{max}) and/or equivalent continuous noise levels (L_{eq}) and their frequency of occurrence at existing sensitive receptor locations in the project vicinity. The study will also assess the potential noise

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

SR-1 Operational Improvements, Rio Road to Carmel Valley Road
Phase I - PA&ED Scope of Work Revised 2/28/2007



impacts associated with nighttime construction activities. The analysis requirements are based on the sensitivity of the area, in addition to Caltrans and County noise regulations.

2. The proposed alignment could potentially move traffic closer to sensitive receptors along the alignment. The existing and future noise levels will be assessed using the traffic noise impact screening procedure outlined in section N-4000 of the TeNS. If the proposed project fails the screening analysis a detailed analysis will be performed as outlined in section N-5000 of the TeNS. A separate scope of work and budget estimate would be prepared in the event that a detailed analysis is required.

If the future with project noise levels are estimated to approach or exceed the Noise Abatement Criteria established by the FHWA, abatement measures such as sound barriers will be analyzed. The feasibility and reasonableness of any necessary abatement measures will be assessed.

Task 1.2.4: Cultural Resources Study

LSA will conduct a cultural resources study for the proposed project to comply with the requirements of CEQA, local planning ordinances (including the requirements of the Monterey County Historical Resources Review Board), and the Caltrans Environmental Handbook. Because the project will not involve federal funding or permitting, it is not required to comply with Section 106 of the National Historic Preservation Act. In the event that a federal nexus is identified, and the project becomes an undertaking as defined in 36 CFR Part 800, additional tasks will be required and a budget adjustment and scope amendment may be necessary.

Area of Potential Effects Map. Wood Rodgers, with assistance from LSA, will prepare the Area of Potential Effects (APE) map per the Caltrans SER. That map will be submitted to Caltrans and Monterey County for approval and signatures. Base data for the APE map, including parcel limits and numbers, will be provided by Monterey County. The APE will be the designated cultural resources survey area for the project.

Records Search and Archival Review. LSA will conduct an archaeological and historical records review and literature search through the Northwest Information Center (NWIC), at Sonoma State University, in Rohnert Park, California. The NWIC houses the pertinent archaeological and historic site and survey information necessary to determine whether cultural resources are known to exist within the property. The objectives of this archival research will be (1) to establish the extent and status of cultural resources previously documented within the project area; and (2) to note what site types might be expected to occur within the project area based on the existing data from known cultural resource sites located within a one-mile radius of the APE. This information will be summarized in the cultural resources technical reports.

Native American Consultation. At the direction of Caltrans, LSA will conduct Native American Consultation for the project. The Native American Heritage Commission (NAHC) will be contacted and a Sacred Lands Files search requested to identify properties of Native American concern within the project vicinity. The NAHC will also provide a comprehensive list of the tribal groups and individuals they believe should be consulted regarding the project. Letters describing the project and inviting comment will be sent to each group along with a map showing the project location. If no response has been received within two weeks of the date on the letter, follow-up phone calls will be made to ensure that each group has the opportunity for meaningful consultation on the project.

Archaeological Field Survey and Reports. LSA will conduct cultural resource assessment work sufficient to meet the documentation requirements of CEQA and Caltrans. LSA will conduct a pedestrian survey of portions of the APE that have not been adequately surveyed. If resources are identified within the APE, LSA will document the presence of those resources and will assist the County in developing a Cultural Resource Treatment Plan that will address evaluation and treatment

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

SR-1 Operational Improvements, Rio Road to Carmel Valley Road
Phase 1 - PA&ED Scope of Work Revised 2/28/2007



of the resources. LSA will prepare the reports required by Caltrans for this work. Because the project does not have federal involvement, the following reports are anticipated:

- Historical Resources Compliance Report (HRCR) – Used by Caltrans to replace the HPSR when there is no federal involvement on a project.
- Archaeological Survey Report (ASR) – Documents the results of the field survey and identification efforts.
- Historical Resources Evaluation Report (HRER) – Used for description and evaluation of built environment resources.
- Results of the consultation efforts with Native Americans and other interested parties.

This scope of work and budget are based on a negative records search and negative archaeological findings. LSA is aware that the Hatton Canyon Alternative had the potential to affect archaeological site CA-MNT-290. However, this alternative is no longer being considered. If during our research and survey it is discovered that CA-MNT-290 extends into the current APE, or if other resources are identified that will move the reports into a positive framework, additional tasks and budget may be required.

Task 1.2.5: Hazardous Waste Investigations

LSA will prepare a new Initial Site Assessment (ISA) in accordance with Caltrans guidelines (including District 5 ISA guidelines for consultants) and in general accordance with the American Society of Testing and Materials Designation E 1597-00, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The following tasks will be performed to prepare the ISA:

- LSA will conduct an agency records database search to identify hazardous waste sites located within and in the vicinity of the project limits and classified as hazardous waste under local, State, and federal law. The records search will also identify business types located in the vicinity of the project site that store, transfer, or utilize large quantities of hazardous materials. This information will be obtained from records maintained by federal, State and local agencies. LSA will use a database service to perform this search.
- Historic land use information for the study area will be reviewed to determine whether previous uses in the project area may have resulted in hazardous waste contamination. This information may include historic aerial photographs, historic United States Geological Survey (USGS) maps, Sanborn Fire Insurance Maps, Oil and Gas maps, groundwater depth/flow data, City directories, County Assessor's data, and building permits.
- LSA will conduct a visual survey of the project limits via public right-of-way to identify any obvious area of hazardous waste contamination. Access to private property, if needed, and to the State and County right-of-way shall be provided by the County and/or Caltrans District 5.
- If hazardous waste sites are identified within the project limits (via governmental records and/or the visual survey), LSA will review available public records at the appropriate oversight agency to determine the potential impact of those sites to the proposed project.
- LSA will prepare a report that presents findings and recommendations based on the site survey and historical records review.

If Caltrans requests an update to the ISA at a later date, the additional research and report of findings may require additional budget. This scope of work does not include review of private records or interviews with private property owners.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

SR-1 Operational Improvements, Rio Road to Carmel Valley Road
Phase 1 - PA&ED Scope of Work Revised 2/28/2007



Task 1.2.6: Water Quality Assessment

LSA will prepare a Water Quality Assessment (WQA) report to address the potential impacts of the proposed project relating to water quality based on current Caltrans guidelines (*Environmental Handbook*, Volume 1, Chapter 9, Water Quality [under revision as of February 2007]). The report will include a description of receiving waters conditions, objectives, and beneficial uses as well as Caltrans standard best management practices (BMPs) and project design features (PDFs) required in accordance with the current Caltrans Statewide Storm Water Management Plan. This scope of work includes one draft and one final WQA.

Task 1.2.7: Floodplain Evaluation

LSA will prepare a Floodplain Encroachment Report. This scope of work assumes the project will not cause a significant floodplain encroachment as defined by 23 CFR 650.105, and is not inconsistent with existing watershed and floodplain management programs. The report will discuss potential impacts for the Build Alternative and avoidance, minimization, and mitigation measures related to floodplain encroachment, flood-related hazards, natural or beneficial floodplain values, access interruption, and the community floodplain development plan.

Task 1.2.8: Visual Impact Assessment / Scenic Resource Evaluation

This project is within the segment of SR-1 south of SR-68 that is designated a State Scenic Highway, and as such will require special consideration of aesthetic issues. Therefore, LSA will prepare a Visual Impact Assessment (VIA) in accordance with FHWA guidelines. The VIA will describe the existing visual quality and character to and from the project site, any sensitive observers, the proposed visual quality and character, and the potential impacts to visual resources or sensitive viewers. Several existing key view photographs will be included in the VIA to assist in describing the existing visual setting. One visual simulation will be prepared as part of this scope.

Task 1.3: Draft Environmental Document

Following approval of the draft technical reports, LSA will prepare the draft environmental document. The environmental document will summarize the results of the technical reports and will provide impact analyses of other relevant environmental topics in which technical studies are not required, such as land use and utilities.

The draft environmental document will be submitted to Wood Rodgers, the County, Caltrans, and FHWA for review. LSA will revise the draft environmental document according to the comments, and it will then be submitted to Caltrans and FHWA for approval to circulate.

Task 1.4: Public Circulation

Following Caltrans approval and signature of the draft environmental document, there will be a 30-day public review period. LSA will assist the County to prepare a draft Notice of Intent (NOI) to adopt a Mitigated Negative Declaration. The NOI will be distributed to the public, interested parties, trustee agencies, and the County Clerk. LSA will prepare the Notice of Completion (NOC) form and send it in accordance with the requirements of CEQA, with 15 copies of the draft environmental document, each with one copy of the NOI attached, to the State Clearinghouse.

Task 1.5: Response to Comments

LSA will prepare a Response to Comments document to address formal comments received during public review of the draft environmental document. The Response to Comments will be attached to the final environmental document.

Task 1.6: Final Environmental Document

The final environmental document will include the approved technical studies and the Response to Comments.

The County must file a Notice of Determination (NOD) with the County Clerk within five working days after deciding to carry out the approved project. At the County's request, LSA will assist with the preparation of the NOD. A CDFG filing fee may be required when filing the NOD; the fee is not included in this budget.

Environmental and water quality permits are not included in this scope of work or budget. LSA will prepare a scope and budget to prepare the permit packages (if requested) when more information is known about the design of the project and the potential impacts.

MILESTONE 2 – PROJECT APPROVAL

Milestone Description

Based on the features selected by the County and Caltrans, the Wood Rodgers Team will prepare a Project Report to obtain Caltrans approval of the project. The development of the Project Report will occur in parallel with the development of the environmental documentation, since information from the engineering technical studies will be needed to properly evaluate the environmental impacts of the project, and the completed environmental documentation will be required prior to the approval of the Project Report.

The following tasks are required for the development of the Project Report:

Task 2.1: Conceptual Geometric Drawing

Wood Rodgers will prepare a 100-scale Conceptual Geometric Drawing (CGD) of the project improvements for Caltrans and County review and approval. The CGD shall include at minimum existing topographic and planimetric mapping prepared for the Project Study Report, calculated rights of way line and centerlines, mathematized geometric layouts, and typical sections. The most recent information available regarding adjacent projects (e.g., the improvements to the Carmel Valley Road/SR-1 intersection) will be incorporated as appropriate. The design will comply with Caltrans standards as defined by the current edition of the Highway Design Manual to the fullest practical extent. The CGD will be identified as the 30% plans for utility coordination.

Deliverables:

- a) Conceptual Geometric Drawing (10 copies assumed)
- b) Typical roadway cross sections on separate 8½" x 11" sheets (5 copies assumed)

Task 2.2: Traffic Engineering

Task 2.3.1: Traffic Operational Analysis Report:

Wood Rodgers will analyze traffic operations and prepare a summary Traffic Study report based on available existing traffic volumes. No new traffic counts or forecasts are included in this scope. We anticipate that the traffic analysis done for the Project Study Report will be found to remain largely valid, so this is not expected to require a major effort.

Task 2.3.2: Traffic Signal, Striping and Signing Concept:

Wood Rodgers will develop conceptual traffic signal plan for the modified Rio Road / SR-1 intersection and the Carmel Valley Road / SR-1 intersection. These concept plans will include lane assignments and preliminary phasing concepts based on analysis with SYNCHRO software. This will include an evaluation of peak-hour levels of service and left-and right-turn lane storage length

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

SR-1 Operational Improvements, Rio Road to Carmel Valley Road
Phase 1 - PA&ED Scope of Work Revised 2/28/2007



requirements. Conceptual pavement delineation and signing on the project roadways will be shown on the concept plan.

Deliverables:

- a) 3 copies of traffic signal concept plans
- b) 3 copies of summary Traffic Study report

Task 2.3: Preliminary Drainage Report

Wood Rodgers will prepare a Preliminary Drainage Report that identifies existing drainage systems and will contain the hydrology and hydraulic design criteria, the results of hydrology analysis, conceptual drainage modification plans, and a preliminary cost estimate. The results of a field review of existing conditions and recommendations for rehabilitation, if required, will be incorporated. The Preliminary Drainage Report will be submitted to the County and Caltrans for review, and any resulting comments will be addressed in the final Drainage Report.

Deliverable:

- a) 5 copies of Preliminary Drainage Report

Task 2.4: Identify Utility Relocation Requirements

Wood Rodgers obtained information regarding potentially-affected utility facilities in 2004 during PSR preparation. During Project Report preparation, we will contact the utility owners and request their latest utility facility maps and provide them with a copy of the approved Conceptual Geometric Drawings for the project with utility facilities shown so that they can verify the location of their facilities, any impacts to their facilities can be identified and/or they can make appropriate plans for their facilities. Wood Rodgers will update utility facility mapping in accordance with any updated information supplied by the utility owners. Two sets of Geometric Drawings showing the utility information gathered as a result of the Conceptual Geometric Drawing submittal will be provided to each utility owner as an attachment to the transmittal letter. The letter will request that utility owners verify any utility conflicts with proposed improvements and indicate whether any future utility facilities are proposed in the area. A copy of the utility data obtained from utility owners will be provided to the County and the original will be kept in the project files. Information on existing utilities obtained as a result of the Approved Conceptual Geometric Drawing submittal will be used to identify potential utility conflicts and to develop a strategy for resolving those conflicts.

Deliverables:

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

Task 2.5: Update Storm Water Data Report

Wood Rodgers will update and expand the Storm Water Data Report (SWDR) prepared during the Project Initiation phase of project development per the requirements of the Caltrans Project Planning and Design Guide. The SWDR will include completion of both the required narrative and the checklists. In addition, the SWDR will include an identification of targeted design constituents, design pollution prevention, treatment and temporary construction site best management practices. The SWDR will be submitted to Caltrans for review and comment per the District's SWDR approval process.

Task 2.6: Design Standards Compliance

Wood Rodgers will analyze the design for compliance with applicable Caltrans design standards contained in the current edition of the Highway Design Manual (HDM). At this point we do not

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

SR-1 Operational Improvements, Rio Road to Carmel Valley Road
Phase I - PA&ED Scope of Work Revised 2/28/2007



anticipate that this project will introduce any non-standard design features, and we assume that any existing exceptions to Caltrans design standards have previously been documented with a Design Exception Fact Sheet. Therefore, this scope does not include preparation of a Design Exception Fact Sheet. If Fact Sheet(s) become necessary, additional budget will be required.

Task 2.7: Update Right of Way Data Sheet & Utility Information Sheet

Bender Rosenthal will update the R/W Data sheet(s) that Tarvin & Associates prepared for the PSR for this project. Services to be provided will include the following:

- Perform market survey and analysis
- Gather Title and Property Data
- Prepare right of way costs estimate for study purposes, with focus on the following:
 - Right of Way Acquisition (land and improvements) including possible severance damages, and/or excess lands.
 - Right of Way Clearance and demolition costs and possible salvage
 - Title and Escrow fees
 - Construction Contract Work
- Assemble appropriate data and report in a Right of Way Data Sheet format

The Wood Rodgers Team will also update the Utility Information Sheets prepared for the PSR, on the basis of the information gathered under Task 2.6 "Identify Utility Relocation Requirements".

Task 2.8: Prepare Cost Estimates

Wood Rodgers will estimate quantities of work (e.g., earthwork, building materials, traffic signal equipment) to construct the proposed project and will estimate the construction cost on the basis of contract prices paid for similar items of work on similar projects as reported in Caltrans' Contract Cost Data book. The estimate will be formatted in accordance with Caltrans guidelines for the Preliminary Project Cost Estimate Summary to be incorporated in a Project Report, including the appropriate factor for contingencies. Cost estimates for environmental mitigation, right of way acquisition and utility relocation will also be incorporated in the cost estimate summary.

Task 2.9: Draft Project Report

Wood Rodgers will prepare the Draft Project Report in accordance with the Guidelines for Project Reports in the Caltrans "Project Development Procedures Manual". The Draft PR will bear the stamp and seal of the registered civil engineer responsible for its preparation, and will discuss the background of the project, the need and purpose, the viable alternatives for the project, the engineering features proposed for the project, utility involvement, highway planting, cost estimates, right of way issues, environmental issues, public involvement and requirements for a public hearing, and issues related to construction of the project such as the need for detours. The draft Project Report will be illustrated with a Vicinity Map, the geometric plans of the viable alternatives, and tables of significant data. A copy of the draft Environmental Document will be attached to or circulated with the draft Project Report. The technical information developed in tasks 2.1 through 2.9, above, will be incorporated or attached to the Project Report as appropriate.

County/Caltrans Review: The Draft Project Report will be circulated within Monterey County and Caltrans for review and comment. The Wood Rodgers Team will address all review comments in writing and make necessary revisions to the Draft Project Report. The Draft Project Report will then be submitted to Caltrans for approval to circulate the Draft Environmental Document for public review.

Deliverable: Draft Project Report (up to 50 copies, each submittal)

Task 2.10: Final Project Report

Task 2.10.1: Draft Final Project Report

When the public review process for the draft environmental document has been completed, Wood Rodgers will make any indicated revisions to the Draft Project Report, and add a discussion of the results of the environmental process to the text of the Project Report. This will include the description of the Preferred Alternative for the project. The Recommendation section of the PR will recommend Caltrans approval of the project on the basis of the Preferred Alternative. The Alternatives section of the PR will differentiate between the Preferred Alternative and the other alternatives considered for the project.

Deliverable:

- a) Draft final Project Report (up to 100 hard copies and CD-ROM)

Task 2.10.2: Project Report Approval

The draft final Project Report will be circulated within Monterey County and Caltrans for review and comment. The Wood Rodgers Team will address all review comments in writing and make necessary revisions to the Project Report. The Project Report will then be submitted to Caltrans for approval. Once approval has been received, Wood Rodgers will produce the required number of copies for County and Caltrans files.

Deliverable: Approved Project Report (up to 100 hard copies and CD-ROM)

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Wood Rodgers Inc. 2/28/2007
 Compensation for Professional Engineering Services
 for
 Climbing Lane on State Route 1, Rio Road to Carmel Valley Road
 Phase 1 - PA&ED
 County of Monterey

<u>DIRECT LABOR</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Principal Engineer	72	\$185.00	\$13,320.00
Engineer III	260	\$125.00	\$32,500.00
Engineer II	200	\$115.00	\$23,000.00
Principal Surveyor	1	\$185.00	\$185.00
Project Surveyor	2	\$125.00	\$250.00
Survey Crew (2-Person)	8	\$220.00	\$1,760.00
Assistant Engineer/CAD Technician	136	\$95.00	\$12,920.00
Administrative Assistant	56	\$70.00	\$3,920.00
Total - Direct Labor	735		\$87,855.00

OTHER COSTS

• Aerial Photography of Project Site	\$2,500.00
• Mileage/Reproduction/ other direct Costs	\$3,500.00
	<u>\$6,000.00</u>

TOTAL - Wood Rodgers **\$93,855.00**

SUBCONSULTANTS

• LSA Associates, Inc. - Environmental	\$75,425.00
• Bender Rosenthal, Inc. - Right of Way Services	\$3,000.00
TOTAL - Subconsultants	<u>\$78,425.00</u>

TOTAL COST NOT TO EXCEED **\$172,280.00**

SUBCONSULTANT COST BREAKDOWN

• LSA Associates, Inc. - Environmental

<u>DIRECT LABOR</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Principal	67	\$180.00	\$12,060.00
Associate	40	\$125.00	\$5,000.00
Analyst	520	\$85.00	\$44,200.00
Graphics/GIS	48	\$80.00	\$3,840.00
Word Processor	51	\$75.00	\$3,825.00
Total - Direct Labor	726		\$68,925.00

OTHER COSTS

• Direct Costs	\$6,500.00
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LSA TOTAL **\$75,425.00**

• Bender Rosenthal, Inc. - Right of Way Services

Task 2.7 - Update Right of Way Data Sheet and Utility Information Sheet	\$2,500.00
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• Direct Costs	\$500.00
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BENDER ROSENTHAL TOTAL **\$3,000.00**

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

WOOD RODGERS Phase 1 - Project Report and Environmental Document for SR-1 Climbing Lane, Rio Road to Carmel Valley Road
 Developing Innovative Design Solutions
 Monterey County
 Estimated Labor Hours

Revised 2/28/2007

Task Description	WOOD RODGERS, INC.					LSA Associates, Inc.					Grand Total Hours				
	Principal Engineer	Project Engineer (Engineer III)	Design Engineer (Engineer II)	Principal Surveyor	Project Surveyor	Survey Crew	Associate Engineer / CAD Technician III	Administrative Assistant	TOTAL Hours	Principal in Charge		Associate	Project Manager/Analyst	Graphic / GIS	Production / Clerical
PROJECT MANAGEMENT															
Project Management	24	64	8					16	112	16		30			168
Kick-Off Meeting	8	10						4	24	4					158
Other Project Meetings (Total of 8)	16	24	15						56	15		30			102
ENVIRONMENTAL DOCUMENTATION															
Task 1.1 - Environmental Initiation	7	10	10	1	1	8	1	0	81	81	10	10	10	31	130
Task 1.2 - Environmental Technical Reports	3	6	12	0	0	0	4	0	19	2		16			37
1.2.1 Biology - Natural Environment Study-Minimal Impact (NES-MI)	1	1					2	0	23	15	40	322	44	30	451
1.2.2 Air Quality Impact Analysis									2	2	6	40	8	8	66
1.2.3 Noise Impact Analysis									1	1	6	36	2	4	51
1.2.4 Cultural Resources & Paleontology Investigation	1	1	12				2		16	4	12	64	8	4	81
1.2.5 Hazardous Waste Investigations	1	1							2	1	2	24	2	2	33
1.2.6 Water Quality Assessment									0	2	4	40	2	2	50
1.2.7 Floodplain Evaluation									0	1	2	30	2	2	37
1.2.8 Visual Impact Assessment / Scenic Resource Evaluation	1	1							1	1	26	15	2	47	48
Task 1.3 - Draft Environmental Document	1	2	4				2		9	8	60	4	16	88	97
Task 1.4 - Public Circulation	1	2							3	2	20			1	23
Task 1.5 - Response to Comments	1	2							3	2	30			2	34
Task 1.6 - Final Environmental Document	1	2	4						7	2		12		2	23
DESIGN & CONSTRUCTION APPROVAL															
Task 2.1 - Conceptual Geometric Drawing	2	8	32				16	4	62	0	0	0	0	0	119
Task 2.2 - Traffic Engineering	4	36	48				16	10	114						162
Task 2.3 - Preliminary Drainage Report	2	6	15				8	2	34						114
Task 2.4 - Identify Utility Relocation Requirements	1	2	8				16		27						34
Task 2.5 - Update Storm Water Data Report		4	12				24	4	44						27
Task 2.6 - Design Standards Compliance		2	8				8	2	20						44
Task 2.7 - Update Right of Way Data Sheet and Utility Info Sheet		4					2		6						20
Task 2.8 - Preliminary Estimate of Project Cost		2	8				4	2	16						6
Task 2.9 - Prepare Draft Project Report	4	32	8				24	8	76						116
Task 2.10 - Prepare Final Project Report	4	48	15				8	4	80						140
TOTAL	11	11	11	0	0	0	135	16	119	0	0	0	0	0	168

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

STATE ROUTE 1 TRUCK CLIMBING LANE, RIO ROAD TO CARMEL VALLEY ROAD AND INTERSECTION OPERATIONAL IMPROVEMENTS PROJECT

Phase 2 - PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE

SCOPE OF SERVICES

Revised 2/28/2007

The Wood Rodgers Team will prepare the Plans, Specifications and Estimate to obtain Caltrans approval of the project features and support construction of the project through the following tasks:

PROJECT MANAGEMENT

This continuous activity commences with the receipt of the Notice to Proceed and continues through submittal of the final project deliverables. We assume that the Design (PS&E) phase of project development will require approximately 12 months. If the actual project duration exceeds this time, the scope and budget may need to be modified to include additional project management activities. Key elements of our project management program include regular progress reports and meetings with Monterey County, work progress direction and monitoring, coordination, and communications. All coordination will be with the Monterey County Project Manager. The Wood Rodgers Project Manager will monitor and direct work activities on this project in accordance with the contracted work scope, schedule, and budget. Quality Control is also a part of project management.

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

During the Design phase of project development, PDT meetings will be held as required to discuss project issues and design details, work progress, budget status, and key project tasks. A total of six meetings are anticipated during the Design phase. Wood Rodgers will prepare the meeting agendas in consultation with the County's Project Manager and the Caltrans Project Manager, distribute the agenda prior to the meeting, arrange for appropriate participants to attend, and prepare and distribute the meeting minutes to the participants within five days after the meeting.

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

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

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

SR-1 Operational Improvements, Rio Road to Carmel Valley Road
Phase 2 - PS&E and Bidding and Construction Support Scope of Work



Project Manager and the members of the Wood Rodgers Project Team. The Project Manager will act as the principal liaison between the County and the Project Team.

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

Quality Assurance/Quality Control: Quality Assurance (QA) at Wood Rodgers is a project-wide approach that establishes and oversees policies, procedures, standards and guidelines aimed at producing an acceptable level of quality. Quality Control (QC) consists of task specific activities that apply the QA policies at each level to maintain an acceptable level of quality through the application of sound project management, guidance and review.

Prior to the submittal of any draft or final document to the County, a senior staff engineer will complete a QA/QC review. The reviewer will verify that the documents are prepared in conformance with the contract requirements and generally accepted professional standards of engineering.

Wood Rodgers' Project Manager has the general responsibility for ensuring that all elements of the QA/QC are complied with, including that adequate resources are available to perform quality work. Each and every team member is responsible for ensuring quality as an integral part of his/her project responsibility. The senior staff review is an additional check, the final QC review prior to making a submittal.

Our approach to QA/QC, combined with active coordination early in the analysis and design process with the County and third party interests will ensure that project requirements are met, thus avoiding costly design iterations, contract addenda, and change orders.

Milestones 1 and 2 will be completed during the PA&ED phase of project development.

MILESTONE 3 - FINAL DESIGN

Task 3.1 - Surveys and Base Mapping

Wood Rodgers will perform field surveying and obtain aerial photography for the project site. The project survey limits will be along State Route 1 from the north end of the Carmel River Bridge to 300 feet north of the Carmel Valley Road intersection (approximately 3,800 feet), along Rio Road for 200 feet to either side of State Route 1, and along Carmel Valley Road from State Route 1 to a point 200 feet east. This task will provide mapping to support the preparation of the Conceptual Geometric Approval Drawings for the Project Report, and base mapping for the final design and construction plans for the project. Wood Rodgers will perform the following surveying and mapping tasks:

Task 3.1.1 - High-Density Topographic Field Surveys

Wood Rodgers will provide a topographic field survey utilizing Leica's HDS 3000 terrestrial laser scanner and conventional surveying methods to meet or exceed national Mapping standards. Cross-sections at 100 foot intervals will be generated from a digital terrain Model (DTM) created from the rich point clouds produced by the HDS 3000. The data collected from this task will be will also be processed and compiled to create a 1"= 50' scale map with 0.5' contours intervals.

Task 3.1.2 - Supplemental Topographic Field Surveys

Wood Rodgers will perform a conventional field survey to acquire critical surface features such as drop-inlets, flow lines of storm drains accessible from inlets, and flow lines of drainage areas. No

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

SR-1 Operational Improvements, Rio Road to Carmel Valley Road
Phase 2 - PS&E and Bidding and Construction Support Scope of Work



other subterranean information will be acquired unless specifically requested.

Task 3.1.3 - Aerial Color Orthographic Mapping

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

Task 3.2: Roadway Base Plans

Upon approval of the preliminary design layout of the project by the County/Caltrans, Wood Rodgers will make any necessary revisions to the geometric base map, profiles, and superelevation diagrams for the proposed improvements, and will prepare the improvement plan sheets. These plan sheets will be prepared in accordance with Caltrans Manual of Instructions, CADD User's Manual, and Standard Plans. Wood Rodgers will also comply with County's requirements for facilities outside the Caltrans right of way. The layouts will include calculated horizontal alignment at a scale of 1"=50 ft; the profiles and superelevation will include calculated vertical alignment at a scale of 1"=100 ft horizontal and 1":10 ft vertical and will conform to design requirements established in Caltrans Highway Design Manual. Typical cross sections will be prepared for the roadways. Preliminary design cross-sections will be generated at minimum 50-foot intervals. Sections will also be provided at major changes in roadway section, drainage structures and at major changes in horizontal curve, vertical curve and superelevation.

Upon approval of these preliminary plans preparation of roadway drainage, utility relocation, signing and striping, and lighting and traffic signal plans will be initiated. No water or sewer plans are anticipated at this time.

Task 3.3: Geotechnical Design and Materials Report for Roadways

Parikh Consultants Inc. (PCI) will perform an investigation and prepare a geotechnical report for the design and construction of the embankment and pavement widenings on the east side of SR-1 and the north side of Rio Road. No retaining walls or sound walls are anticipated in this project. It is anticipated that much of the embankment will be constructed with imported borrow. Preparation of the geotechnical design and materials report will involve the following sub-tasks:

Task 3.3.1 Permits and Clearances:

PCI will obtain an encroachment permit from Caltrans for the field exploration. PCI will comply with Caltrans Encroachment Permit requirements, Monterey County permit requirements and obtain USA clearance for underground utilities at boring locations.

Task 3.3.2 Field Exploration:

For the proposed project, PCI will plan a judicious program to obtain the necessary soil samples without excessive drilling costs. This is anticipated to include drilling three or four borings to a depth of 10 to 15 ft to provide an evaluation of subsurface conditions for the design and construction of the embankment and roadway pavements. Traffic control will be provided if necessary. No night work is assumed. The drilling work will comply with Monterey County permit requirements.

PCI will classify and continuously log subsurface soil conditions encountered in each test boring at the time of drilling, and obtain "relatively undisturbed" and bulk samples of substrata from the test borings for laboratory testing. The borings will be drilled and backfilled with soil cuttings in accordance with the Caltrans encroachment permit requirements and County requirements, as applicable. Soil cuttings will be dispersed in the field (no off-hauling is anticipated).

Task 3.3.3 Laboratory Testing:

PCI will perform laboratory tests on representative soil samples such as strength tests for the embankment foundation materials and an R-value test for pavement design.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

SR-1 Operational Improvements, Rio Road to Carmel Valley Road
Phase 2 - PS&E and Bidding and Construction Support Scope of Work



Task 3.3.4 Soils Analysis/Evaluation:

PCI will perform engineering analyses and develop design recommendations for the proposed pavements based on the Traffic Index selected for the project.

Task 3.3.5 Prepare Geotechnical Design and Materials Report:

PCI will prepare a report, including design recommendations for pavement design and embankment slopes. Logs of test borings in standard format will be provided in the Geotechnical Design and Materials Report.

Task 3.4: Utility Coordination

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

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

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

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

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

Task 3.5: Roadway Design

Task 3.5.1: Roadway Plans

In close coordination with the County and Caltrans, Wood Rodgers will prepare the Roadway Plans for the project associated with roadway realignments and widening. Approved geometric layouts will

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

SR-1 Operational Improvements, Rio Road to Carmel Valley Road
Phase 2 - PS&E and Bidding and Construction Support Scope of Work



provide the base for the roadway plans and will be used to create the 65%, 95% and 100%(Final) submittal packages.

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

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

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

- * Title Sheet (1)
- * Typical Cross Sections (1)
- * Plan and Profile Sheets (with superelevation as applicable) (3)
- * Summary of Quantities (1)
- * Construction Details (3)
- * Drainage Plan, Profile, Details & Quantities (6)
- * Utility Plans (3)
- * Traffic Handling & Detour Plans (5)
- * Pavement Delineation Plans & Quantities (3)
- * Sign Plans, Details & Quantities (3)
- * Electrical: Intersection Lighting and Signal Plans (5)
- * Roadway Cross-sections (6)

Task 3.5.2: Special Provisions

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

Task 3.5.3: Engineer's Estimate

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

Task 3.5.4: Draft PS&E Submittal

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

Task 3.6: Hydrology and Storm Drainage Design

Wood Rodgers' hydrology staff will prepare a preliminary drainage report summarizing the changes in drainage patterns and recommendations for drainage facility improvements. Based on these recommendations, topographic mapping and cross section data, Wood Rodgers will develop drainage plans to be incorporated into the PS&E package and reviewed at 65% and 95% submittals. An analysis of the project drainage will be prepared in accordance with Caltrans requirements, including site-specific rainfall intensity-duration-frequency data; design criteria and assumptions; contributing shed areas; design discharges based on the Rational Method; pipe sizes, slopes and materials; and hydraulic grade lines based on Manning's Equation. We assume that this analysis is to include only the area of the project.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

SR-1 Operational Improvements, Rio Road to Carmel Valley Road
Phase 2 - PS&E and Bidding and Construction Support Scope of Work



Task 3.7: Storm Water Data Report

Wood Rodgers, Inc. will prepare a Storm Water Data Report (SWDR) during the Design phase per the requirements of the Caltrans Project Planning and Design Guide. This will be an update and expansion of the SWDR prepared during the PA&ED phase of project development. The SWDR will be prepared using the July 1, 2005 SWDR template. The SWDR will include completion of both the required narrative and the checklists. In addition, the SWDR will include an identification of targeted design constituents, design pollution prevention, treatment and temporary construction site best management practices. The SWDR will be submitted to Caltrans for review and comment per the District's SWDR approval process.

Task 3.8: Conceptual Storm Water Pollution Prevention Plan

Wood Rodgers will develop a Conceptual Storm Water Pollution Prevention Plan (CSWPPP) to address the National Pollutant Discharge Elimination System General Construction Permit requirements for the SR-1 Truck Climbing Lane Project. The CSWPPP will include an evaluation of pollutants of concern related to proposed construction activities; an evaluation of temporary construction site best management practices (BMPs); a plan to address non-storm water management (specifically dewatering activities); a Sample and Analytical Plan (SAP) to address the General Construction Permit requirements; and a SWPPP exhibit that will identify suggested locations for BMP implementation. The CSWPPP will aid the contractor in accurately bidding the SWPPP contract item; assist with SWPPP compliance during construction; and can be utilized to secure other regulatory permits required for the protection of species of concern or sensitive habitat.

Task 3.9: Permitting Coordination

LSA will identify required environmental permits for project construction during development of the environmental document. However, obtaining environmental and water quality permits is not included in this scope of work or budget. The County may obtain permits with its own forces, or if requested LSA will prepare a scope and budget to prepare the permit applications when more information is known about the design of the project and the potential impacts. Wood Rodgers will prepare the PS&E certification document and assist the County to obtain the Caltrans encroachment permit for the construction of the project.

Task 3.10: Signal and Lighting Design

Wood Rodgers will prepare electrical PS&E for the modification of traffic signals, and intersection lighting at Rio Road/SR-1 and Carmel Valley Road/SR-1. The signal and lighting PS&E will be incorporated into the roadway plans for 65% and 95% submittals.

Wood Rodgers will use the results of the traffic study as the basis for selection of lane/phase configurations. This will include recommendations for design, hardware, and system components to support the operational strategy. Wood Rodgers will incorporate traffic signal and lighting into the PS&E for project construction, with full coordination of pavement delineation and signing plans.

Task 3.11: Transportation Management Plan

Wood Rodgers will prepare a Transportation Management Plan (TMP) for the construction of the proposed improvements for Caltrans and County review and approval. The TMP will be in accordance with Caltrans guidelines, and will show the staged construction of the intersection, traffic handling at each stage, detour plans, permissible lane closures, and analysis of traffic operations. Review comments will be incorporated in successive submittals to achieve approval of the TMP.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

SR-1 Operational Improvements, Rio Road to Carmel Valley Road
Phase 2 - PS&E and Bidding and Construction Support Scope of Work



Task 3.12: Constructibility Review

The Construction Management staff at Wood Rodgers will review the Plans, prior to submittal, to ensure that they "biddable, buildable, and administratable."

Upon finalization of plans, specifications and estimate, the 95% PS & E package will be submitted to Caltrans and the County for review. Comments received will be incorporated prior to the submittal of the final, 100% PS & E. At each stage, prior to these submittals, quality control reviews will be performed.

Task 3.13: Final PS&E ("C" Plans)

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

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

Task 3.14: Right of Way Documentation

Task 3.14.1: Plats and Legal Descriptions for Right-of-Way Acquisition

Wood Rodgers' right of way engineering staff will review record right-of way information available from the County and/or Caltrans, including right of way plans and field notes and any available record parcel and final maps. From the preliminary title report affecting private property and a field survey on the ground, Wood Rodgers will establish the approximate side property lines and any easement adjacent to the subject property. The proposed right of way acquisition is from the gas station on the north side of Rio Road, east of State Highway # 1.

Wood Rodgers will prepare a legal description and exhibit plat of the ultimate right of way and temporary construction easement in accordance with County standards for appraisal and acquisition purposes for property to be acquired for the construction of the project. The legal description and plat will be signed and sealed by a professional land surveyor licensed to practice in California.

The budget is based on acquisition from one parcel, and assumes that no acquisition of State right of way will be required. We further assume that a current (within 3 months) Preliminary Title Report and all title exceptions and record maps will be provided by Monterey County for the affected parcel. The County will provide any needed encroachment permit or rights of entry for survey work, and will be responsible for any agency costs, fees, tax payments, bonds or agreements associated with surveys and right of way work.

Task 3.14.2: Right-of-Way Appraisal

Bender Rosenthal, Inc. (BRI) will develop a complete appraisal for the project that will state the estimated market value of the fee simple interest in the property identified for acquisition. The appraisal report will be a summary appraisal report 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.

BRI will appraise the property shown on the Legal Description and Plat provided by Wood Rodgers. Some of the items that may affect the appraisal process include:

- Complexity of the valuation;
- Impact of the interests to be acquired (e.g. Temporary Construction Easements)
- Damage Analysis (Severance Damage, Cost to Cure, etc.)

The primary steps in completion of fair market value appraisal of the property rights to be acquired include but are not limited to the following:

- A. Onsite physical inspection of the subject property with the owner.
- B. Visual inspection of the comparable market data.
- C. Study of community and neighborhood in which the subject is located.
- D. Collection of data from appropriate governmental agencies.
- E. Market investigation of vacant and improved comparable data.
- F. Verification of market data with sources knowledgeable of the pertinent details of the transaction.
- G. Analysis of all appropriate data in the before and after condition to arrive at an opinion of value.
- H. Preparation of appraisal report.

Deliverables:

- a) Appraisal(s) for a single parcel

Assumptions:

- No Caltrans review of the appraisal will be required, since the acquisition will not affect STATE Right of Way.
- Staking of property boundaries will be provided by Wood Rodgers.
- Monterey County will be the condemning authority.

Task 3.14.2A: Independent Appraisal Review (Not included, but Available)

If the appraisal requires Caltrans oversight, a qualified reviewing appraiser shall examine the appraisal to assure that it meets applicable appraisal requirements and shall, prior to acceptance, seek any necessary correction or revision. In addition, the review appraiser shall certify that the opinion of fair market value is reasonably supported by an acceptable appraisal. BRI is pleased to make available Mr. Mike Lahodny as the independent reviewer for the project, to ensure the appraisal meets all Federal and State regulations.

Task 3.14.3: Right of Way Acquisition

Bender Rosenthal Inc. proposes to develop the necessary contract(s), conveyance document(s), and escrow instructions necessary to make offers based on County's process. We will meet with the owner(s), and convey documents until acceptance or impasse is reached.

Steps within the acquisition process are outlined below:

1. Review of the project concept and design
2. Review of appraisal, title report, maps and description of the required parcel;
3. Field review the project with the Project Manager or other designated person;

4. Preparation of right-of-way contracts and other acquisition documents;
5. Meet with the property owner(s) to discuss the project in general; review maps and legal description; confirm information about occupant/owner and make the official First Written Offer to owner.
6. Acquisition activities are scoped based on settlement by the third contact. A recommendation to County will be made if *impasse* has been reached. To reach *impasse* there are three requirements:
 - A. Go through the *acquisition steps* outlined below; plus
 - B. Make at least three contacts with owner (personal call, letter or phone call) in any combination; plus
 - C. Spend at least eight hours working on the parcel acquisition.

The acquisition steps when offering compensation to the property owner include:

- A. Owner accepts offer. (Close)
- B. Owner rejects offer.
 1. Owner refuses to counter. (Impasse)
 2. Owner makes counter proposal.
 - a. Client accepts counter. (Close)
 - b. Client rejects counter. (Impasse)
 - c. Client makes new offer.
 1. Owner accepts new offer. (Close)
 2. Owner does not accept new offer. (Impasse)
7. Deliver signed right-of-way contract and signed and acknowledged grant deed for closed transaction. Deliver a memorandum explaining *impasse* or unclosed (i.e. *impasse*) calls.
8. Final report, including transfer of all pertinent correspondence and files, to County.

Deliverables:

- a) Acquisition of one property
- b) Final Report, or
- c) Memorandum explaining *impasse*.

Assumptions and Limiting Conditions:

- Escrow Coordination, conditions, payments, and fees will be provided by Monterey County.
- We assume an owner occupied property, so that tenant consent is not required.
- We assume that no Goodwill analysis will be required.
- Utility coordination will be provided by Wood Rodgers. Permitting and utility relocation will be provided by others.
- Bender Rosenthal Inc. will not be required to attend County Board of Supervisors hearings or meetings.
- Expert witness testimony is not included within this work scope, but is available.
- Bilingual translation and communication are not included in this work scope.
- Any required Cooperative Agreement and/or Memorandum of Understanding would be prepared by others.
- Environmental documentation will be complete prior to commencement of acquisition.

To commence the assignment, BRI will require the following information:

EXHIBIT A -- SCOPE OF SERVICES/PAYMENT PROVISIONS

SR-1 Operational Improvements, Rio Road to Carmel Valley Road
Phase 2 - PS&E and Bidding and Construction Support Scope of Work



- Project Engineering, including plans for the proposed project;
- Plat(s) and Legal Description(s), final right of way appraisal map and Title Report(s);
- Example Monterey County Purchase Agreement;
- Deed (with acknowledgement); and
- Escrow Instructions.

MILESTONE 4 - ASSISTANCE DURING CONTRACT BIDDING

Wood Rodgers 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.

MILESTONE 5 - ASSISTANCE DURING CONSTRUCTION

Wood Rodgers 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 Monterey County engineering and construction management staff regarding Contractor proposals, construction issues, and plan revisions.
- Prepare plan and/or specification modifications for contract change orders.
- Assist Monterey County in review of contractor's SWPPP (Storm Water Pollution Prevention Plan) to insure NPDES compliance.

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Wood Rodgers Inc.

2/28/2007

Compensation for Professional Engineering Services
for
Climbing Lane on State Route 1, Rio Road to Carmel Valley Road
Phase 2 - PS&E
County of Monterey

<u>DIRECT LABOR</u>	Hours	Rate	Total
Principal Engineer	94	\$185.00	\$17,390.00
Engineer III	355	\$125.00	\$44,375.00
Engineer II	674	\$115.00	\$77,510.00
Principal Surveyor	2	\$185.00	\$370.00
Project Surveyor	10	\$125.00	\$1,250.00
Survey Crew (2-Person)	14	\$220.00	\$3,080.00
Assistant Engineer/CAD Technician	544	\$95.00	\$51,680.00
Administrative Assistant	108	\$70.00	\$7,560.00
Total - Direct Labor	1,801		\$203,215.00

OTHER COSTS

• Topographic Field Survey	\$23,500.00
• Mileage/Reproduction/ other direct Costs	\$2,525.68
Total - Direct Cost	\$26,025.68

TOTAL - Wood Rodgers

\$229,240.68

SUBCONSULTANTS

• Parikh Consultants, Inc. - Geotechnical	\$17,118.96
• Bender Rosenthal, Inc. - Right of Way Services	\$12,750.00
TOTAL - Subconsultants	<u>\$29,868.96</u>

TOTAL COST NOT TO EXCEED

\$259,109.64

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Wood Rodgers Inc. 2/28/2007
 Compensation for Professional Engineering Services
 for
 Climbing Lane on State Route 1, Rio Road to Carmel Valley Road
 Phase 2 - PS&E
 County of Monterey

SUBCONSULTANT COST BREAKDOWN

<i>• Parikh Consultants, Inc. - Geotechnical</i>			
<u>DIRECT LABOR</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Project Manager	15	\$178.82	\$2,682.30
Project Soils Engineer	45	\$125.21	\$5,634.45
Staff Engineer	40	\$85.99	\$3,439.60
Field Engineer	15	\$81.67	\$1,225.05
Technician	12	\$90.50	\$1,086.00
Drafter	9	\$65.15	\$586.35
Total - Direct Labor	136		\$14,653.75
<u>OTHER COSTS</u>			
• Direct Costs (Drilling, Traffic control, permit, reproduction, etc.)			\$2,465.21
<u>PARIKH TOTAL</u>			<u>\$17,118.96</u>
 <i>• Bender Rosenthal, Inc. - Right of Way Services</i>			
Task 3.14.2 Right of Way Appraisal		\$8,000.00	
Task 3.14.3 Right of Way Acquisition		\$4,000.00	
• Direct Costs		\$750.00	
<u>BENDER ROSENTHAL TOTAL</u>		<u>\$12,750.00</u>	<u>\$12,750.00</u>

Revised 2/28/2007

Page 27 of 27

Client#: 2085

WOODRODGE1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 10/02/06
PRODUCER Dealey, Renton & Associates Box 12675 Oakland, CA 94604-2675 510 465-3090		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Wood Rodgers, Inc. 3301 C Street, Bldg 100B Sacramento, CA 95816-3342		
		INSURERS AFFORDING COVERAGE
		INSURER A: United States Fidelity & Guaranty
		INSURER B: American Automobile Ins. Co.
		INSURER C: XL Specialty Insurance Co.
		INSURER D:
		INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	BK01984896	10/01/06	10/01/07	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	General Liab			FIRE DAMAGE (Any one fire) \$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	Excludes Claims Arising Out Of The Performance Of Professional Services			MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$2,000,000
					PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY	BA01984921	10/01/06	10/01/07	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC \$
	GARAGE LIABILITY				AUTO ONLY: AGG \$
	<input type="checkbox"/> ANY AUTO				
A	EXCESS LIABILITY	BK01984896	10/01/06	10/01/07	EACH OCCURRENCE \$5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$5,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP80945439	10/01/06	10/01/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$1,000,000
					E.L. DISEASE - EA EMPLOYEE \$1,000,000
					E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional Liability	DPR9600545	10/01/06	10/01/07	\$3,000,000 per claim \$7,000,000 annl aggr. \$500,000 Deductible

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

All Operations of the Named Insured.
(see attached endorsement)

RECEIVED

OCT - 4 2006

CERTIFICATE HOLDER	ADDITIONAL INSURED: INSURER LETTER:	CANCELLATION	RESOURCE MANAGEMENT
County of Monterey Resource Management Agency Attn: Dalia M. Mariscal 168 West Alisal Street, 2nd Floor Salinas, CA 93901		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE ANNULLLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY FIRST CLASS MAIL.	PUBLIC WORKS ADMIN. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>

Policy Number: BK01984896

Owners, Lessees or Contractors (Form B)
ADDITIONAL INSURED

Change(s) Effective: 10/02/06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. This endorsement modifies insurance policy under the following:

LIABILITY COVERAGE PART:

Schedule

Name of Person or Organization:

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

SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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

PRIMARY INSURANCE:

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

POLICY NUMBER: BA01984921

BUSINESS AUTOMOBILE LIABILITY

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

Name of Person(s) or Organization(s)

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

BUSINESS AUTO COVERAGE

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

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

PRIMARY INSURANCE:

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

COUNTY OF MONTEREY

PURCHASE ORDER

PURCHASE ORDER NUMBER
R300700127

☐ PARTIAL BILLING #
☐ FINAL BILLING

☐ "x" indicates confirming order - do not duplicate

Date 05 09 07 Page 01

VENDOR: WOOD RODGERS INC
3301 C STREET BLDG 100-B
SACRAMENTO CA 95816

SHIP TO: MONTEREY COUNTY GOVERNMENT CTR
PUBLIC WORKS
168 W. ALISAL ST., 2ND FLOOR
SALINAS, CA 93901

Co. Master File (orig)
Link to BPS (orig)
PSA File
Arthur A.
Project File

VENDOR #: WOOD ROD IN 1
BUYER: PURCHASING AGENT
DELIVERY REQUIRED BY 06 30 07
F.O.B. DESTINATION

TERMS: NET 30 DAYS
REF. #:

LINE NO.	FUND	BUDGET UNIT	CHARGE THIS INVOICE TO THESE ACCOUNTS ORGANIZATION ACCOUNT	JOB NO.	COST CODE	AMOUNT ORDERED	FILL IN AMOUNT RECEIVED
001	0002	3000	30000	5459		431,389.64	

I hereby certify that the goods and services listed below have been received as noted hereon.

Department Head or Authorized Employee
Invoice #
DATE

NOTE: Received from
Elizabeth on 05/15/07.

M NO	FILL IN QUANTITY RECEIVED	DESCRIPTION	UNIT PRICE	AMOUNT RECEIVE
001	1	CONTR BOARD OF SUPERVISORS 4/17/07 APPROVAL OF AGREEMENT NO. A-10864 WITH WOOD RODGERS, INC., FOR PROVIDING PHASE 1-PROJECT REPORT & ENVIRONMENTAL DOCUMENTATION AND PHASE 2-PLANS, SPECIFICATIONS & ENGINEER'S ESTIMATE FOR THE STATE HIGHWAY 1 CLIMBING LANE BETWEEN CARMEL VALLEY RD. & RIO RD, PROJECT NO. 03-859055. ALL SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH TERMS, CONDITIONS, AND EXHIBITS OF THE AGREEMENT. TERM OF THE AGREEMENT 4/15/07 THROUGH 10/31/08 UNLESS SOONER TERMINATED PURSUANT TO THE TERM OF THE AGREEMENT. THE TOTAL OF THIS PURCHASE ORDER IS NOT TO EXCEED \$431,389.64	431,389.64	431,389.64

BY DEPUTY AUDITOR
BY AUTHORIZED PURCHASING AGENT
I HEREBY CERTIFY THAT THE COMPUTATIONS ON THIS DOCUMENT AND THE ATTACHED INVOICES ARE CORRECT.
TOTAL TO PAY 431,389.64