

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

Agreement No.: A-10741

- a. Approve a Professional Services Agreement with LSA Associates, Inc., in an amount not to exceed \$396,245 to provide environmental services for the Davis Road Bridge Replacement Project (Co. No. 208) at Salinas River, Federal Aid Project No. BRLS-5944 (068) (Project No. 06-360065) including the widening of Davis Road to four lanes between Blanco Road and Reservation Road in Monterey County; 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 Armenta, seconded by Supervisor Lindley, and carried by those members present, the Board hereby:

- a. Approves a Professional Services Agreement with LSA Associates, Inc., in an amount not to exceed \$396,245 to provide environmental services for the Davis Road Bridge Replacement Project (Co. No. 208) at Salinas River, Federal Aid Project No. BRLS-5944 (068), Project No. 06-360065, including the widening of Davis Road to four lanes between Blanco Road and Reservation Road in Monterey County; 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 on this 5th day of December 2006, by the following vote, to-wit:

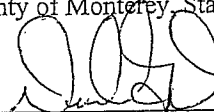
AYES: Supervisors Armenta, Calcagno, Lindley, Potter, and Smith
NOES: None
ABSENT: None

I, Lew 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 Minute Book 73, on December 5, 2006.

Dated: December 5, 2006

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 LSA Associates, 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 environmental services for the Davis Road Bridge Replacement Project, County No. 208 including the Widening of Davis Road to Four Lanes between Blanco Road and Reservation Road in Monterey County

2. **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 \$ 396,245.00.

3. **TERM OF AGREEMENT.** The term of this Agreement is from September 1, 2006 to December 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
Exhibit B Federal 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 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 _____

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

RM

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 LSA Associates, Inc.:

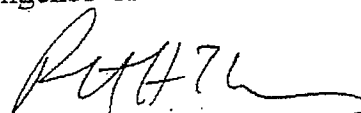
8. INDEMNIFICATION

Indemnification for Professional Liability

For liability arising from professional and technical services provided under this agreement, CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers and employees from any loss, injury, damage, expense and liability to the extent arising out of the negligence of CONTRACTOR, its employees, sub-consultants or agents.

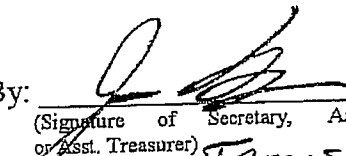
General Indemnification Provision

For any liability, other than arising out of professional and technical services, CONTRACTOR shall indemnify, defend and hold harmless, County, its governing board, directors, officers, and employees from any loss, injury, damage, expense and liability resulting from injury to or death of any person and loss of or damage to property, or claim of such injury, death, loss or damage caused by an act or omission in the performance under this Agreement by CONTRACTOR, its employees, sub-consultants or agents, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of the County.

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

Its: Robert H. McLann, President
(Name and Title)

Date: 9/1/06

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

Its: JAMES BAUN
CFO
(Name and Title)

Date: 9/1/06

Project ID: LSA Associates, Inc.
Davis Road Bridge Replacement Project,
Co. No. 208 and Four Lane Widening
RMA - Public Works

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>King Thomas, Project Manager</u> Name and Title
<u>County of Monterey Resource Management Agency 168 W. Alisal Street, 2nd Floor Salinas, CA 93901</u> Address	<u>LSA Associates, Inc. 20 Executive Park, Suite 200 Irvine, CA 92614-4731</u> Address
<u>831.755.8966</u> Phone	<u>949.553.0666</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.

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

By: _____

Date: 1-4-07
Purchasing Manager

By: _____

Date: _____
Department Head (if applicable)

By: _____

Date: _____
Board of Supervisors (if applicable)

Approved as to Form

By: Kathy Paul, Deputy
County Counsel

Date: November 6, 2006

Approved as to Fiscal Provisions

By: Ken K. Hill
Auditor/Controller

Date: 11-14-06

RISK MANAGEMENT
COUNTY OF MONTEREY

Approved as to Liability Provisions

By: _____
INSURANCE LANGUAGE

Date: _____

By: Risk Management

Date: 11/17/06

CONTRACTOR

LSA Associates, Inc.

Contractor's Business Name*

By: _____

(Signature of Chair, President, or
Vice-President)*

Robert H. McLenn, President

Name and Title

Date: _____

9/1/06

By: _____

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

James BAUM CFO

Name and Title

Date: _____

9/1/06

County Board of Supervisors' Agreement Number: _____

*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.

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

AD# R300700079

EXHIBIT A - SCOPE OF SERVICES / PAYMENT PROVISIONS

PROPOSAL TO PROVIDE
ENVIRONMENTAL SERVICES

DAVIS ROAD BRIDGE REPLACEMENT (4-LANE BRIDGE) PROJECT
INCLUDING WIDENING DAVIS ROAD TO 4 LANES BETWEEN BLANCO ROAD
AND RESERVATION ROAD

COUNTY OF MONTEREY

Submitted to:

County Of Monterey Public Works Department
168 West Alisal Street, 2nd Floor
Salinas, California 93901-4958
Contact: Doug Poochigian, P.E.

Prepared by:

LSA Associates, Inc.
20 Executive Park, Suite 200
Irvine, California 92614-4731
(949) 553-0666

LSA Project No. ZZZ877AT

LSA

June 27, 2006

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

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ATTACHMENTS

- A: CALTRANS LETTER AND PES FORM (SEPTEMBER 19, 2005)
- B: BUILD ALTERNATIVES DISCUSSED AT MAY 10, 2006, SCOPING MEETING NO. 3
- C: COST PROPOSAL

EXHIBIT A - SCOPE OF SERVICES / PAYMENT PROVISIONS

LSA ASSOCIATES, INC.
JUNE 2006

PROPOSAL TO PROVIDE ENVIRONMENTAL SERVICES
DAVIS ROAD BRIDGE REPLACEMENT 4-LANE

1.0 PROJECT UNDERSTANDING

The County of Monterey (County) Public Works Department is seeking to prepare a construction-level environmental document to address the environmental impact of replacing the Davis Road Bridge over the Salinas River and widening Davis Road from two lanes to four lanes from Blanco Road to Reservation Road. The existing Davis Road Bridge (Co. No. 208, St. No. 44C-0068) is a two-lane, low-level bridge over the Salinas River located approximately two miles south of the City of Salinas. The bridge is located approximately one and one-half miles south of Blanco Road and one-half mile north of Reservation Road.

The existing bridge is typically closed from January to April due to high water levels in the Salinas River. However, the duration of winter closures varies depending on the amount of yearly rainfall. The bridge was originally built in 1949, was replaced in 1959, and underwent seismic retrofitting in 2001.

The proposed project will demolish the existing low-level, two-lane, single-span, 42-foot-long, 35-foot-wide bridge and replace it with a new bridge approximately 850 feet long and approximately 70 feet wide. The bridge approach work will extend 400 feet north of the replacement bridge and 700 feet south of the replacement bridge. The new bridge will be a four-lane, high-level bridge capable of withstanding a 100-year flood. The replacement bridge will be open for year-round use. The proposed project also includes widening Davis Road from two lanes to four lanes, raising the elevation of Davis Road by approximately 5 feet for a distance of approximately 2.1 miles between Blanco Road on the north and Reservation Road on the south, widening Reservation Road up to 1,000 feet east and 1,000 feet west of Davis Road, and raising the elevation of the intersection of Davis Road and Blanco Road to be consistent with the new elevation of Davis Road. Fill needed to raise the elevation of Davis Road will come from an off-site borrow site. A potential borrow site is located on Blanco Road west of Davis Road.

Funding sources for the project include funds from the Federal Highway Bridge Rehabilitation and Repair (HBRR) program and State Transportation Implementation Program (STIP) funds allocated by the Transportation Agency of Monterey County (TAMC). Therefore, compliance with the National Environmental Policy Act (NEPA) will be required. The replacement bridge and the bridge approaches will be funded with HBRR funds, and these improvements must be environmentally cleared under both the California Environmental Quality Act (CEQA) and NEPA. The widening of Davis Road from two lanes to four lanes from Blanco Road to Reservation Road, with the exception of the replacement bridge and the bridge approaches, will be funded with local funds only and will be environmentally cleared under CEQA only. Locally funded improvements to Davis Road also include construction of left-turn lanes for southbound Davis Road at Foster Road and construction of left-turn lanes for northbound and southbound Davis Road at Hitchcock Road.

2.0 WORK PROGRAM

The tasks identified below outline the work program proposed by LSA Associates, Inc. (LSA) for environmental clearance of the project under both CEQA and NEPA. The level of effort is based on preparation of an Environmental Impact Report (EIR) for CEQA and a Categorical Exclusion (CE) for NEPA, with a schedule of up to two years to complete the environmental process for the project. Should circumstances arise that indicate the need for a higher-level NEPA document (i.e., a Finding of No

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

LSA ASSOCIATES, INC.
JUNE 2005

PROPOSAL TO PROVIDE ENVIRONMENTAL SERVICES
DAVIS ROAD BRIDGE REPLACEMENT 4-LANE

Significant Impact [FONSI] or an Environmental Impact Statement [EIS]) or an extension of the project schedule beyond two years, the scope of work and budget would need to be revised accordingly. All documentation will be prepared pursuant to the Caltrans Project Development Procedures and Workflow Tasks Manuals (including the PR Guidelines), the Caltrans Standard Environmental Reference Web page, and the County of Monterey's guidelines for implementing CEQA.

The work effort is separated into tasks required for the HBRR funded portion of the project and tasks required for the locally funded portion of the project.

The HBRR tasks have been scoped to address the technical study requirements specified in the California Department of Transportation (Caltrans) letter to the County dated September 19, 2005. An approved Preliminary Environmental Study (PES) form was provided with the letter (see Attachment A). The costs shown on the attached budget spreadsheet are also separated into costs for the HBRR portion of the project and costs for the locally funded portion. For some technical disciplines separate studies are required for the HBRR and the locally funded portions of the project. For other technical disciplines one technical study covers both the HBRR funded portion and the locally funded portion of the project. However, studies that cover both portions of the project will have separate chapters or sections for the HBRR funded portion of the project and the locally funded portion.

HBRR FUNDED TASKS

Task 1: Project Initiation

LSA will meet with County of Monterey staff and Caltrans Local Assistance staff (kickoff meeting in Task 2 below) to further define the project description and schedule and to develop a mutual understanding of the issues and impacts of the HBRR funded portion of the project. During this task, LSA will review existing information and conduct an initial field survey of the project site. Items needed for this task (to be provided by the County) include the following:

1. Base topographical mapping (digital files) showing existing and proposed elevations for the entire project site, including all areas within the Area of Potential Effects (APE).
2. Limits of work, including staging areas, temporary and permanent easements, borrow and disposal sites, detours, and all areas to be disturbed by the project. These items should be provided as digital files in AutoCAD 2004 or earlier, Microstation 8 or earlier, ESRI shapefile format, ESRI geodatabase, or ESRI interchange format.
3. Project plans (digital files) suitable for use as a base for preparation of the APE map for the project. These plans must clearly show the existing and proposed right-of-way and the proposed project improvements.
4. The County will make all necessary arrangements for access to the site, including contacting landowners, obtaining keys, and providing letters of introduction. This is particularly important, as we may be conducting nighttime surveys in the creek.
5. The County will provide traffic data needed to prepare the Air Quality Analysis, the Noise Analysis, and the Draft Mitigated Negative Declaration (MND).

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

LSA ASSOCIATES, INC.
JUNE 2006

PROPOSAL TO PROVIDE ENVIRONMENTAL SERVICES
DAVIS ROAD BRIDGE REPLACEMENT 4-LANE

Task 2: Project Management and Meetings

This task covers project management and meetings for up to two years from the Notice to Proceed for both the HBRR-funded portion of the project and the locally funded portion. The cost of this task is divided evenly between the HBRR-funded portion of the project and the locally funded portion.

LSA will attend up to nine meetings, including one project kickoff meeting, one site visit meeting, four progress meetings, one public information meeting, one Planning Commission meeting, and one Board of Supervisors hearing for approval of the Final EIR. LSA will prepare a detailed project schedule in Microsoft Project for discussion at the kickoff meeting. The Notice of Preparation (NOP) scoping meeting is covered by Task 5.4.

Task 3: Technical Reports

LSA will prepare the required technical reports for the project, which will provide support for the CE. This scope and budget are based on two rounds of County and Caltrans review of the draft technical studies. The first round of review is for major comments and the second round of review is for minor cleanup comments and assumes no new comments requiring substantial research and revisions. If the concept plans for the project are revised after the analysis for the draft technical studies is complete, new analysis based on the revised plans may be required and the scope and budget may need to be modified accordingly.

The technical studies will evaluate the potential environmental impact of up to six Build alternatives and the No Build condition. Potential Build alternatives to be evaluated include the six build alternatives discussed at the May 10, 2006, Davis Road Widening project scoping meeting number 3. Attachment 2 from the May 10, 2006, meeting minutes (attached as Attachment B) provides a list of the alternatives to be evaluated in the technical studies and the environmental document. Therefore, this scope and budget are based upon the level of effort required to evaluate the Build alternatives included in Attachment 2.

Task 3.1: Natural Environment Study (NES)

Issues. The proposed Davis Road Bridge Replacement site is located in the floodplain of the Salinas River just southwest of the City of Salinas. The floodplain of the river in this area supports high-quality willow-cottonwood riparian woodland, and a number of special-status species are potentially present in the area. In addition, jurisdictional waters (and possibly wetlands) associated with the river floodplain are present within the project site.

The primary special-status species issues at the Davis Road Bridge Replacement site are the potential impacts on the Central California Coast Evolutionary Significant Unit (ESU) of the steelhead (*Oncorhynchus mykiss*) and the California red-legged frog (*Rana aurora draytonii*). Some of the other special-status species that may occur on site (if suitable habitat is present) are Pacific pond turtle (*Actinemys marmorata*), black legless lizard (*Anniella pluchra nigra*), two-striped garter snake (*Thamnophis hammondi*), Cooper's hawk (*Accipiter cooperi*), yellow warbler (*Dendroica petechia*), and yellow-breasted chat (*Icteria virens*). In addition, several species of bats and swallows could use the existing bridge for roosting and/or nesting. A previous field survey of the site (conducted by LSA

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in 1998 for an NES addressing a seismic retrofit of the existing Davis Road Bridge) determined that no habitat for special-status plants was present within the project area for that project. The current project area, however, is much larger.

Watercourses and seasonal wetlands are potentially subject to the jurisdiction of the U.S. Army Corps of Engineers (Corps) under the Clean Water Act (CWA). The Salinas River is a jurisdictional water of the U.S. and the State. Bridge demolition and construction activities that result in fill of jurisdictional waters, including wetlands, would require a permit from the Corps and the Regional Water Quality Control Board (RWQCB) prior to initiation of construction activities, and mitigation would probably be required. Additionally, the California Department of Fish and Game (CDFG) has authority over work in stream channels under Section 1602 of the state Fish and Game Code. The CDFG will probably require mitigation for any impacts to the river, including the adjacent riparian vegetation and any special-status species.

Literature Review and Agency Contacts. Before initiating field work, LSA biologists will review: (1) the California Natural Diversity Data Base (CNDDB) to identify the occurrence of special-status species and sensitive habitats on and in the vicinity of the site, (2) previous reports documenting the results of surveys for special-status plants and animals, and (3) other documents that address biological or wetland resources issues on site or in the vicinity (to be provided by the County). LSA will review any County regulations applicable to significant trees in the area. LSA will also contact the CDFG, National Oceanic and Atmospheric Administration (NOAA) Fisheries, and the U.S. Fish and Wildlife Service (USFWS) regarding biological resource issues on site and to request a list of special-status species that may occur in the project vicinity. From these sources LSA will refine our list of sensitive habitats and special-status species that could occur on site.

As noted above, LSA recommends that the County schedule an early coordination meeting with the resource agencies (i.e., Corps, CDFG and RWQCB), Caltrans, LSA, and the consultant engineer. The meeting should be scheduled following completion of type selection for the replacement bridge. The purpose of the meeting is to avoid delays in the project schedule due to unanticipated agency requirements. The meeting should be held at the project site, if possible.

Field Surveys. An LSA wildlife biologist, botanist, and wetland specialist will conduct a site visit to perform the following field surveys:

1. Map the vegetation within the project area and assess the potential habitat for special-status species, including steelhead (see below), California red-legged frog (CRF, see below); and special-status plant species. LSA will also search the existing bridge for signs of roosting bats and will conduct a tree count to assess the species and approximate number of trees likely to be impacted by the bridge replacement. Field surveys may be conducted as late as June 15 and still be considered adequate for the survey year. However, conducting the site surveys no later than May 15 would allow for preparation of a more thorough assessment of wildlife species and would also allow more flexibility for follow-up surveys if they become necessary.

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2. Conduct a site assessment for CRF following USFWS guidelines. This site assessment will determine whether (1) any further study is required for CRF; (2) protocol surveys should be conducted; or (3) presence should be inferred per Caltrans/FHWA guidance on inferred presence.
3. Assess the existing habitat for steelhead within the project area. Based on existing information, LSA will infer presence of steelhead in the river at the project site; however, LSA will assess the availability and quality of spawning habitat, rearing habitat for juvenile fish, and pools for adult fish. A qualified biologist with experience in assessing anadromous fish habitat will conduct the assessment.
4. Conduct a formal delineation of waters of the U.S., including wetlands, within the project area using standard Corps methods. Areas subject to jurisdiction under Section 404 of the CWA will be mapped and described in detail suitable for verification by the Corps. LSA will also map and describe areas subject to jurisdiction by the RWQCB and CDFG.

NES Report. LSA will prepare an NES report following current Caltrans guidelines. Data recorded during the field surveys and records of past observations will provide the foundation for the NES. The NES will describe: (1) vegetation and wildlife habitats within the project area; (2) sensitive habitats and special-status plant and animal species present or potentially present on the site; (3) special wildlife features, such as raptor nests; and (4) wetlands and aquatic habitats. Vegetation types, sensitive habitats, observations of special-status species, and special wildlife features will be illustrated on maps of the site. The NES will include a Wetlands Study. The Wetlands Study will include a jurisdictional wetland delineation with a map that shows the wetlands and other waters subject to the jurisdiction of the Corps, RWQCB, and CDFG. The NES will also include a discussion of required permits (Corps, RWQCB, and CDFG). In addition, the report will discuss potential project-related impacts on the biological resources on and adjacent to the site, including sensitive habitat, critical habitat, and special-status plant and animal species. Both short-term and long-term impacts from the project will be assessed, and mitigation measures will be proposed. The applicability of the FHWA/USFWS Programmatic Biological Opinion will be discussed. In anticipation of a Section 7 consultation under the federal Endangered Species Act, a Biological Assessment (BA) will be prepared to address potential impacts to federally listed species (i.e., steelhead and CRF). The NES will evaluate the impacts of two alternative bridge alignments and will propose mitigation measures for each alternative.

The NES report, Wetlands Study, and draft Biological Assessment will quantify impacts based upon the project plans, but will not discuss the significance of impacts (the discussion of significance of impacts would occur in the CEQA and NEPA documents). These reports will follow guidelines and formats set forth in the Caltrans Standard Environmental Reference (SER).

Corps Verification of Jurisdictional Wetland Delineation. An LSA wetland specialist will schedule and attend a site visit with the Corps to verify the jurisdictional wetland delineation. After the site visit, LSA will revise the wetland delineation map in response to comments from the Corps and submit it to the Corps for formal approval.

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Meetings. An LSA principal biologist and a senior LSA biologist will attend two meetings as part of this task: a project kick-off meeting with the County and an early coordination meeting with the County and the resource agencies (see above).

Optional Subtasks

The following optional subtasks will be performed at the request of the County (and depending upon the results of the previous tasks).

Protocol-Level Surveys for California Red-Legged Frogs. If California red-legged frogs are not found within the project area during the initial site visit, but suitable habitat is present, then a protocol-level survey will be conducted during the period of February 25 to September 30. The survey will follow the current USFWS protocol and will consist of two daytime and four nighttime surveys of the project area during the breeding season (February 25–April 30) and one daytime survey and one nighttime survey during the nonbreeding season (July 1–September 30). As required in the protocol, one of the nonbreeding season surveys will be conducted prior to August 15. The current protocol specifies that daytime and nighttime surveys may be conducted during the same 24-hour period, to ensure that the surveys will be completed in five site visits: three consisting of one daytime and one nighttime survey and two consisting of just nighttime surveys. The five site visits will be conducted at intervals at least seven days apart. The surveys will be conducted by a wildlife biologist experienced in red-legged frog survey techniques. The methods and results of the surveys will be incorporated into a separate report, following USFWS guidelines, for submittal to the USFWS (the report will also be appended to the NES). Alternatively, if there is a strong likelihood that CRF are present, LSA may recommend application of Caltrans/FHWA guidance on inferred presence as a more cost-effective approach than conducting protocol surveys.

Rare Plant Surveys. As noted above, LSA surveyed the existing Davis Road Bridge area in 1998 and determined that there was no potential habitat for special-status plants in that area. However, the project area for the Davis Road Bridge Replacement is much larger than the site surveyed in 1998. Based on the initial site visit, if it is determined that the current project area provides potential habitat for special-status plants, then a qualified botanist will conduct rare plant surveys according to the current CDFG and USFWS guidelines. Surveys will be conducted during the period when the plants are blooming or otherwise identifiable; this period is typically during the early spring through the late summer, depending on the plant species. The special-status plant surveys will require up to three visits and will be completed (to the extent feasible) by August 1, 2007. The methods and results of the surveys will be documented by revising the NES.

Bat Surveys. Based on the initial site visit, if it is determined that the existing bridge provides potential roosting habitat for bats, then focused bat surveys will be conducted. These surveys will include both daytime and nighttime observations. Daytime observations will include surveying the bridge and surrounding area for signs of roosting activity, such as guano staining, fecal pellets, and prey remains. Nighttime observations will consist of watching the bridge at dusk to observe any bats that may fly out of cracks or crevices in the bridge or that are using the bridge as a night roost. LSA will attempt to identify

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the species of bats from visual observations, but no mist-netting or trapping is included in this scope and budget. The budget for this task is contingent on an assumption that the bat surveys will be conducted during the same two site visits as the red-legged frog surveys. The methods and results of the bat surveys will be documented by revising the NES. (Prior to conducting this task, LSA will contact the CDFG and USFWS, and if these agencies require changes to the survey protocol proposed above, the scope and budget for this task will be modified accordingly.)

Tree Measurement Surveys. LSA will measure all trees (diameter at breast height) to be displaced by the project within a corridor up to 300 feet in width measured from the roadway centerline on existing Davis Road and extending from the limit of trees on either side of the riparian zone. If a larger area is required to be surveyed, the scope and budget may need to be modified. The results of the tree measurement survey will be included in the NES prepared for the project.

Consultation with Regulatory Agencies. The potential presence of federally listed species (steelhead and California red-legged frog) within the project area may require some form of consultation with the USFWS and/or NOAA Fisheries. Based on our review of existing conditions, and the status of the above-listed species at the proposed bridge replacement site, it appears that issues relating to these two species can be addressed through informal consultation. The FHWA/USFWS Programmatic Biological Opinion for CRF may be applicable and would streamline consultation for CRF. LSA will work with the County and Caltrans to initiate informal consultation with the USFWS and NOAA Fisheries, probably after completion of initial field surveys. This task includes preparing a draft Biological Assessment, addressing Essential Fish Habitat (EFH) issues, and discussing potential mitigation measures to minimize impacts on listed species. It also includes one meeting with the County and one site visit with the County and the two agencies.

Optional Subtask

If it is determined through the informal consultation that formal consultation is required, then LSA would require a contract augment to revise and finalize the Biological Assessment and to complete the formal consultation process, working with the County and Caltrans. The budget for this task would depend on the number of species to be addressed and the complexity of documentation that is required by the two agencies.

Schedule

Upon receipt of a Notice to Proceed, LSA will start work on the Davis Road Bridge replacement project based on the following general schedule (indicating the number of weeks to complete the task after project initiation).

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NES: Field Surveys and Report Preparation	Weeks from Start of Project
Literature review, agency contacts, and field preps	2 weeks
Initial site visit	3 weeks
Wetland delineation	6 weeks
California red-legged frog site assessment	7 weeks
Draft NES Report	10 weeks

The above time frames for biological tasks are included in the overall environmental schedule provided at the end of this scope of services. However, depending upon what time of the year the project begins, required survey windows (see optional surveys listed below) for sensitive species may cause the overall schedule to be extended beyond one year. LSA conducted spring surveys on May 15 and 16, 2006.

NES: Optional Surveys	Schedule
Special-status plant surveys	Early spring 2006–August 1, 2006
California red-legged frog surveys	May–June 2006
Bat surveys	May–June 2006

Consultation with Regulatory Agencies	Duration
Initiate informal consultation with USFWS and NOAA Fisheries	7 weeks
Draft Biological Assessment	12 weeks

Client Responsibilities

- The County will provide topographic maps and/or aerial photos (preferably at the same scale) at a scale of 1 inch = 100 feet or 1 inch = 200 feet for mapping wetlands, habitat features, sensitive communities, and species occurrences. The project boundaries must be clearly marked on either the topo map or aerial photo. The map must be submitted in electronic format for use in either a CAD or GIS system.
- The client will make all necessary arrangements for access to the site, including contacting landowners and obtaining legal rights of entry, obtaining keys, and providing letters of introduction. This is particularly important, as LSA may be conducting nighttime surveys in the creek.

Assumptions

- This scope does not include obtaining permits from the regulatory agencies. LSA has the expertise and experience to assist the County with permitting tasks under a separate scope and budget, if requested.
- Surveys for different species will be combined whenever possible to maximize efficiency in the field. Changes in weather or other conditions beyond our control may require that surveys be

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conducted separately. The budget is based on the worst-case scenario of conducting separate surveys.

No additional meetings will be required of the biologists (other than the three meetings and one agency site visit noted above). All other coordination will take place via phone or email. If additional meetings are required, LSA will attempt to combine them with scheduled field work in order to minimize costs to the County. Alternatively, additional meetings can be billed on a time-and-materials basis, upon approval by the County.

Task 3.2: Cultural Resources

A cultural resources study will be conducted by LSA to identify historic properties that may be impacted by the proposed project. Historic properties include any object, building, structure, traditional cultural property, or archaeological site eligible for listing in the National Register of Historic Places (National Register). This study will meet the requirements of the National Environmental Policy Act, Section 106 of the National Historic Preservation Act, the January 1, 2004, Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and Caltrans (hereafter January 2004 P.A.), and CEQA.

The Davis Road Bridge was constructed in 1959 and retrofitted in 2001. It is listed as a Category 5 bridge on the Caltrans Historic Bridge Inventory. Attachment 2 of the January 1, 2004, P.A. states that "any work on Category 5 bridges that are less than 50 years of age, including rehabilitation of reconstruction" may be considered screened undertakings where "a memo to the project planner . . . [may] constitute the documentation necessary to complete the 106 process." Because the current undertaking includes two alternatives, one of which is outside the footprint of the existing bridge, the project cannot be considered a screened undertaking (personal communication, Chris Ryan, Caltrans District 5, Cultural Resources Staff, September 2, 2004). Therefore, the study will include the following tasks.

Records Search. A records search will be conducted through the Northwest Information Center at Sonoma State University. It will include a review of all recorded historic and prehistoric archaeological sites as well as a review of known cultural resource survey and excavation reports within the project area and a one-mile radius. In addition, LSA will examine the National Register, California Register of Historical Resources, California Historical Landmarks, and California Points of Historical Interest. The Historic Properties Directory will be inspected for the project location. The objective of this archival research will be: (1) to identify any previously recorded archaeological sites, (2) to establish the status and extent of previous surveys in the project area, and (3) to note what types of resources might be expected to occur within the proposed project area.

Native American Consultation. A sacred lands file search will be requested from the Native American Heritage Commission (NAHC). The NAHC will then inform LSA via letter of any sacred sites or traditional cultural properties within the project location. In previous experience working in this area, the NAHC often recommends contacting 10 to 15 Native American groups/individuals. These groups and individuals may know of significant areas that have not been recorded by the

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NAHC. LSA will contact these individuals/groups via letter, and if no response is received within two weeks, LSA will attempt to contact them via telephone. If no response is received from the telephone call, LSA will assume the individual/group does not have information to contribute to this project.

Area of Potential Effects Map. LSA will prepare an Area of Potential Effects (APE) map per the Caltrans *Environmental Handbook Volume II, Cultural Resources* (December 27, 2005), and any updates available on the Caltrans Web site. This map will be created using project geometrics provided electronically by the County. LSA will work closely with the County and Caltrans to determine an appropriate direct APE and an indirect APE. The direct APE contains all areas subject to ground disturbance and defines the archaeological survey area. The indirect APE delineates areas that may be affected visually or by construction noise and vibration and defines the historic architectural survey area. This map will be submitted to Caltrans for approval and signatures. The APE will be the designated survey area for the project.

Field Surveys.

Archaeology. The archaeological survey will be conducted by a qualified archaeologist. If resources are identified, additional budget will be required for their documentation and assessment of their significance. The level of effort for surveys includes surveying an off-site borrow site of up to 20 acres. The specific location of the borrow site has not been determined at this time, although a potential site has been identified on Blanco Road west of Davis Road.

Bridge Evaluation. Per the Caltrans Historic Bridge Inventory, the Davis Road Bridge, which was built in 1959 and retrofitted in 2001, is a Category 5 bridge and is not eligible for listing on the National Register. No further evaluation of the bridge will be required for this project.

Reports

The HPSR and the ASR will be prepared in accordance with the Caltrans *Environmental Handbook Volume II, Cultural Resources* (December 27, 2005), and any applicable updates to the handbook available on the Caltrans Web site, and the January 2004 PA.

Archaeological Survey Report (ASR). The ASR will present a project description, a background with the prehistory, ethnography, and history of the APE, and the results of the records search, Native American consultation, and archaeological survey.

Historic Property Survey Report (HPSR). Since it is assumed that no archaeological sites or historic buildings exist in the APE, the HPSR for this project will document a finding of No Historic Properties Affected, and the short form available on the Caltrans Web site will be utilized. The HPSR will include a project location map, a project vicinity map, the APE map, a brief project description, a summary of identification efforts, and documentation of public participation. The ASR will be

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included as an appendix. If resources are identified in the APE, additional budget may be required to complete a full-text HPSR with a description of each resource and its eligibility recommendation.

Response to Comments. The HPSR, with the ASR appended, will be submitted to Caltrans and the County for review and approval. LSA anticipates that comments will be received on each report and that minor revisions will need to be made. LSA should be able to address each comment and prepare a final report within two weeks of receipt of these comments. Final copies of each report will then be submitted for approval.

Task 3.3: Hazardous Waste Initial Site Assessment (ISA)

LSA will prepare an ISA in accordance with Caltrans guidelines and in general accordance with the American Society of Testing and Materials (ASTM) Designation E 1597-00, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The following tasks will be conducted as part of this evaluation:

LSA will conduct an agency records database search to identify hazardous waste sites located within the ASTM radius of the project site and classified as hazardous waste under State law. The records search will also identify business types located within the ASTM radius 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 utilize a database service to perform this search. Historic land use information for the Area of Potential Effects (APE) will be reviewed to determine whether previous uses in the project area may have resulted in hazardous waste contamination. This information includes historic aerial photographs, historic USGS maps, Sanborn Fire Insurance Maps, Oil and Gas maps, available groundwater depth/flow data, County directories, County Assessor's data, and building permits.

- LSA will conduct a visual survey of the APE via public right-of-way to identify any obvious area of hazardous waste contamination. Access to private property or Caltrans right-of-way shall be provided by the Lead Agency.
- If hazardous waste sites are identified within the APE (via governmental records and/or the visual survey), LSA will review available public records at the appropriate oversight agency to determine potential impacts upon the project.
- LSA will prepare a report that presents findings and recommendations based on the site survey and historical records review.

If the County or 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.

The project's conformity to State and federal implementation plans will be evaluated.

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Task 3.4: Visual Impact Assessment (VIA)

Construction of the replacement bridge, the bridge approaches, and widening Davis Road to four lanes between Blanco Road and Davis Road will alter the appearance of the immediate area. As part of the project's environmental review, a Visual Impact Assessment (VIA) will be prepared by Vallier Design Associates as a subconsultant to LSA. The VIA will be conducted according to FHWA guidelines described in the publication *Visual Impact Assessment of Highway Projects*. Physical changes to the area as a result of the proposed project and the resulting change in appearance will be identified, documented, and assessed in terms of their visual impact. The area within the project limits will be field-inventoried and documented. This information will serve as the visual setting of the project and the baseline condition against which changes in appearance and potential visual impacts will be determined. Field studies will also determine potentially affected viewer groups within and near the project limits.

Photorealistic visual simulations showing the project in its completed state will be prepared from four separate viewpoints (camera stations). The locations of the viewpoints will be reviewed and approved by the County of Monterey Department of Public Works and Caltrans prior to preparation of the visual simulations. The visual simulations will be reviewed and approved by the County and Caltrans prior to preparing the VIA. The photo simulations will show the new bridge structure, including guard railings, approach fills, rock slope protection (RSP), and removal of vegetation. The simulated appearance of the new bridge will be compared to baseline photographs taken from the same locations and to the baseline inventory data. The nature and extent of evident changes will be described. This information will be used to assess the potential visual impacts of the project.

The VIA will determine whether the project will block or disrupt scenic views or vistas, damage or remove any recognized scenic resources, substantially alter visual quality or visual character within the project limits, or create a substantial new source of light or glare. The VIA will be presented in written form in a technical report. The report will include supporting maps; graphics; and the four photo simulations, which will be presented as before and after images.

The HBRR-funded portion of the project and the locally funded portion of the project will be addressed in separate chapters of the VIA.

Specifications

- One field visit will be made.
- LSA will provide graphics, such as site maps, that will be modified and adapted for use in the VIA Technical Report.
- There will be two rounds of review and revisions for the VIA Technical Report and photo simulations.
- For the purposes of this proposal, we are assuming no more than six view simulations will be produced. All the information needed to produce the simulations, including site plan, topographic data, and bridge design drawings will be available in ACAD 2002 compatible form.

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Task 3.5: Floodplain Evaluation

LSA will prepare an FHWA Floodplain Evaluation form based on the Location Hydraulic Study to be provided by the County. The Floodplain Evaluation form will be submitted for County and Caltrans review and approval.

Task 3.6: Farmland Impact Analysis

LSA will assess the farmland impacts associated with the Davis Road Bridge Replacement project in accordance with the Farmland Conversion Impact Rating Form AD-1006. A written summary of the assessment and conclusions will be provided. LSA will coordinate with the Natural Resource Conservation Service to obtain the necessary information regarding the location and total acres of prime and unique farmlands in the project area, the local area, and Statewide and incorporate this information into the farmland impact assessment. LSA will also contact the appropriate local agency to determine the location and Williamson Act contract status of agricultural preserves within the project area and/or any other legal protection afforded to agricultural lands by State and local governments.

In order to complete this analysis, LSA requires the following items, preferably in digital format:

1. Base mapping showing existing land uses for the entire project area
2. Base mapping showing existing land uses within three miles of the project area
3. Project plans suitable for use as an overlay to the land use map to aid in determining the area of potential farmland impacts
4. The location of utilities (e.g., water and sewer lines) within three miles of the project site
5. Critical information will be required from the Natural Resource Conservation Service (NRCS) in order to prepare and complete the Farmland Conversion Impact Rating Form. In order to get this information from the NRCS, LSA will first need to submit specific information to the agency such as a land use map with the project impact area shown on it. The NRCS turnaround time for supplying farmland conversion impact information is beyond LSA's control. If it is longer than anticipated, it could delay the completion date of the Farmland Impact Analysis and have an impact on the project schedule.

Task 3.7: Water Quality Assessment Report

LSA will prepare a Water Quality Assessment Report to address the project impacts on water quality based on current Caltrans guidelines (*Environmental Handbook*, Volume 1, Chapter 9, Water Quality) (these guidelines are currently undergoing revisions). The report will discuss receiving waters conditions, objectives, and beneficial uses as well as Caltrans standard best management practices (BMPs) and project design features required in accordance with the current Caltrans Statewide Storm Water Management Plan (SWMP). This scope of work assumes one draft and one final report.

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Task 4: NEPA Documentation

Task 4.1: Prepare Federal Findings

LSA will prepare the required federal findings in support of the CE (Wetlands Only Practicable Alternative Finding and the Floodplain Only Practicable Finding).

Task 4.2: Prepare NEPA CE

Following approval of the technical studies by the County and Caltrans, LSA will prepare a CE per NEPA requirements. The CE will be submitted for approval by Caltrans and FHWA.

LOCALLY FUNDED TASKS

Task 5: Project Initiation, Meetings/Management, NOP, and Scoping Meeting

Task 5.1 Project Initiation

LSA will meet with County of Monterey staff to further define the project description and schedule for widening Davis Road from two to four lanes, including construction of left-turn lanes at Foster Road and Hitchcock Road and to develop a mutual understanding of the issues and impacts of the project. During this task, LSA will review existing information and conduct an initial field survey of the project site. Items needed for this task include the following.

1. Base topographical mapping (digital files) showing existing and proposed elevations for the entire area affected by the widening of Davis Road.
2. Limits of work, including staging areas, temporary and permanent easements, borrow and disposal sites, detours, and all areas to be disturbed by the widening of Davis Road. These items should be provided as digital files in AutoCAD 2004 or earlier, Microstation 8 or earlier, ESRI shapefile format, ESRI geodatabase, or ESRI interchange format.
3. Project plans (digital files) that clearly show the existing and proposed right-of-way (including parcel numbers and parcel boundaries) and the proposed project improvements for the widening of Davis Road.
4. The County will make all necessary arrangements for access to the area affected by widening Davis Road, including contacting landowners, obtaining keys, and providing letters of introduction.

Task 5.2: Project Management and Meetings

The scope for this task is covered under Task 2 above, and the cost is divided equally between the HBRR-funded portion of the project and the locally funded portion.

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Task 5.3: Notice of Preparation (NOP)

An NOP will be required since the project now requires an EIR. LSA will coordinate with the County regarding the appropriate distribution list for the NOP. The NOP will be prepared and distributed prior to preparation of the draft technical studies.

The NOP will be prepared in accordance with Section 15082 of the CEQA Guidelines and will be consistent with the format used by the County Planning and Building Department. LSA will submit a draft NOP for review by the County Public Works Department and Planning/Building Department. LSA will revise the NOP per County comments and will submit a single master copy of the NOP to the County for signature. Following receipt of the signed NOP from the County, LSA will print and distribute the NOP via Federal Express (up to 50 copies, including 15 copies to the State Clearinghouse).

Task 5.4: Public Scoping Meeting

One LSA staff person will attend a public scoping meeting to be scheduled approximately two weeks after the start of the 30-day NOP review period. LSA will prepare meeting notices for distribution by the County and prepare up to four graphic presentation boards (mounted on foam core board) based on County input.

Task 6: Locally Funded Technical Studies

Task 6.1: Biological Resources

This task consists of conducting a biological resource survey along the portions of Davis Road between Blanco Road and the north bridge approach for the replacement bridge and between the south bridge approach and Reservation Road (locally funded portion). The roadside, including the areas to be acquired for widening Davis Road from two to four lanes and constructing left-turn lanes, would be surveyed for potential jurisdictional features and potential sensitive species habitat. The existing setting, habitat for sensitive species, jurisdictional delineation (if required), and project impacts for the locally funded portion of the project will be discussed separately from the HBRR-funded portion of the project in each section of the NES.

Task 6.2: Cultural Resources

It is LSA's understanding that an archaeological field survey is not necessary. During a February 28, 2006, telephone conversation, Monterey County Planner Andreas Matthew stated that the project is in a region of low archaeological sensitivity. The Monterey County General Plan states that "projects proposed for low sensitivity zones shall not be required to have an archaeological survey taken unless specific additional information has been obtained to suggest that archaeological resources are present" (Archaeological Resources Policy 12.1.5).

LSA will conduct a records search, background research, contact Native Americans and other potentially interested parties, and present the findings in a letter report. The study will not record nor evaluate any cultural resources that may be present. Should any cultural resource be present, a budget

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augment will be necessary. The report will be submitted to the appropriate affiliate of the California Historical Resources Information System in fulfillment of an agreement for access to its archives.

Task 6.3: Hazardous Waste ISA

This task consists of the portion of the hazardous waste ISA that covers the locally funded (widening of Davis Road) portion of the project. The ISA will be prepared with separate chapters/sections for the HBRR portion of the project and the locally funded portion of the project.

Task 6.4: Visual Impact Analysis

This task consists of the portion of the VIA that covers the locally funded (widening of Davis Road) portion of the project. The VIA will be prepared with separate chapters/sections for the HBRR portion of the project and the locally funded portion of the project.

Task 6.5: Farmland Impact Analysis

LSA will prepare a report that determines the amount and severity of potential impacts related to conversion of farmland to nonagricultural uses along the portions of Davis Road between Blanco Road and the north bridge approach for the replacement bridge and between the south bridge approach and Reservation Road. The analysis will be in accordance with CEQA Guidelines. The CEQA Guidelines, Appendix G, indicate that the conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural uses could be considered a significant impact.

LSA will evaluate the potential for conversion of prime, unique or farmland of local importance for the construction of the project using the 1997 California Agricultural Land Evaluation and Site Assessment (LESA) Model prepared by the California Department of Conservation. LSA will use quantitative threshold limits from the LESA model and other thresholds as determined applicable by the County, to determine the project impacts and appropriate mitigation measures.

In order to complete this analysis using the LESA Model, LSA will require existing and proposed right-of-way data (to scale) from the County and/or the consultant engineer for use in calculating the number of acres impacted by the proposed road widening and bridge project.

LSA will utilize information gathered as part of the scope of work for the NEPA environmental document (ED), including coordination with the Natural Resource Conservation Service to obtain the necessary information regarding the location and total acres of prime and unique farmlands in the project area, the local area, and Statewide and incorporate this information into the farmland impact assessment. LSA will also contact the County of Monterey Agricultural Commissioner's Office to determine the location and Williamson Act contract status of agricultural preserves within the project area, the affected lands' intrinsic agricultural values and/or any other legal protection afforded to agricultural lands by State and local governments.

Preparation of the technical report will include the following steps:

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Research and Development

- Review the Monterey County Greater Salinas Land Use Plan for applicable policies;
- Review the Monterey County General Plan for applicable policies;
- Review the most recent California Department of Conservation's Important Farmlands Map for Monterey County to determine current State classification;
- Interview County Project Planner or Engineer to determine current and/or recent farming practices; and
- Review response to the Notice of Preparation from the California Department of Conservation, if submitted.

Report Contents

- Discuss the significance of agricultural production in the region;
- Describe the project site in terms of agricultural classification;
- Describe the soil characteristics of the project site;
- Discuss existing and/or past farming practices on lands adjacent to the project site;
- Present standards of significance as defined in CEQA Guidelines section 15064 and indicated in Appendix G as well as thresholds presented in the LESA Model for the quantitative evaluation;
- Identify the agricultural resource impacts of the proposed project as derived from the LESA Model analysis and determine whether or not they are significant; and
- Present mitigation measures to reduce or eliminate significant impacts to a less than significant level. Mitigation measures will include the mitigation action, party responsible for implementing, party responsible for monitoring, and timing of implementation and monitoring. Significant impacts that cannot be mitigated to a less than significant level will be identified as significant and unavoidable and will be discussed further in a separate section of the EIR.

Task 6.6: Water Quality

This task consists of the portion of the water quality study text that addresses the locally funded (widening of Davis Road) portion of the project. The water quality study will be prepared with separate chapters/sections for the HBRR funded portion of the project and the locally funded portion of the project.

Task 6.7: Air Quality Analysis

The air quality analysis will cover the locally funded (widening of Davis Road) portion of the project only. The project's conformity to State and federal implementation plans will be evaluated. LSA will prepare an air quality analysis to address local and regional impacts on sensitive land uses in the vicinity of the project site. Particular emphasis will be placed on delineating the issues that are

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specific to the County of Monterey and the Monterey Bay Unified Air Pollution Control District (MBUAPCD) air quality planning programs and requirements. Vehicular traffic volumes, including existing and future conditions, distribution, and level of service calculations developed as part of the proposed project (by the County or others) will be used in preparing this technical analysis. A hot spot analysis for the project will be provided for carbon monoxide (CO) using the Transportation Project Level CO Protocol (Caltrans, December 1997). The air quality analysis will also address the impact of emissions from equipment used during the construction phase of the project. LSA will work with the APCD and the County, if necessary, to identify feasible mitigation measures. A health risk assessment will be prepared to determine the potential health effects associated with the short-term construction activities. Air quality mitigation measures for the project will be identified if necessary. The level of effort for this task does not include conducting a site visit.

Task 6.8: Noise Analysis

The noise analysis will cover the locally funded (widening of Davis Road) portion of the project only. The proposed project would increase the capacity of the existing two-lane bridge by replacing it with a four-lane bridge and would alter the horizontal and vertical alignment of the bridge. However, there are no sensitive noise receptors (e.g., residential developments, schools) in the immediate vicinity of the project site that could be affected by implementation of the proposed project. Therefore, a noise analysis is not required for the HBRR funded portion of the project (the replacement bridge and bridge approaches). This determination will be documented in the environmental documents for the project's compliance with CEQA and NEPA.

LSA will prepare a noise study to address the potential impact of the roadway widening on sensitive noise receptor locations, such as the existing residential area at the intersection of Davis Road and Blanco Road, within the project vicinity. Noise impacts from short-term project related construction activities will be assessed. Existing and long-term traffic noise levels will be calculated using the Federal Highway Administration's (FHWA) highway traffic noise prediction model (FHWA RD-77-108). Recommendations will be made for any required noise abatement measures, including sound walls. The level of effort for this task does not include conducting a site visit.

Task 7: CEQA Documentation

Task 7.1: Prepare Administrative Draft EIR

LSA will prepare an IS Environmental Significance Checklist (ESC) for the proposed project using standard County forms. To conduct this task, LSA will utilize information from the following sources: preliminary geometric plans provided by the engineering consultant and/or the County; right-of-way maps and traffic data from the engineering consultant, the County, and/or other sources; knowledge gained from site visits; prior studies for recent projects in the area; and the technical studies prepared for this project. The IS will address the environmental topics contained in the ESC, providing sufficient discussion to indicate potential environmental impacts resulting from project development.

Based on the completed ESC, LSA will prepare an EIR. LSA will prepare the first Draft EIR (incorporating the findings of the technical studies) for submittal to the County for review.

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Task 7.2: Prepare Second Administrative Draft EIR

LSA will prepare a second Administrative Draft EIR based on comments received from the County. The EIR will be submitted to the County for review and signature for approval to circulate for public review.

Task 7.3: Prepare Draft EIR for Public Review

LSA will revise the second Administrative Draft EIR in response to the County's comments and will prepare the Draft EIR for public review and provide one Master copy to the County for signature.

Task 7.4: Public Review Period

LSA will prepare a draft public distribution list per input from the County. Once the Draft EIR has been approved for public circulation and the County has approved the distribution list, LSA will print (up to 50 copies) and circulate the document for public review per the distribution list. LSA will prepare a draft public notice for the County's use in publishing in area newspapers and posting at the County Clerk's office. It is recommended that the County file two copies of the EIR with the local library during the public review period for use by the general public. Per CEQA guidelines Section 15087, (a), (3), notice should be mailed to owners and occupants of property contiguous to the parcel or parcels on which the project is located. Owners of such property shall be identified as shown on the latest equalized assessment roll. LSA recommends the County mail notices to property owners within 300 feet of the project. Copies of the Draft EIR should also be kept on file at the County and available to the public during the public review period. LSA will also prepare a Notice of Completion for submittal to the State Clearinghouse along with 15 copies of the EIR.

Task 7.5: Responses to Comments

LSA will prepare draft responses to comments for review by the County and incorporate these into the Draft Final EIR. LSA will respond to those comments for which it has sufficient information to prepare responses. Some comments may require responses to be prepared by either County staff or other County consultants (such as the consultant engineer). A first step in this task will be to compile and organize the comments to identify those persons who will be responsible for preparing responses. LSA will prepare the draft responses to comments in electronic format and submit them by e-mail to the County for review. LSA's level of effort assumes up to 60 hours of staff time to respond to comments and that no legal or comprehensive comments requiring extensive research or new analysis are received. If extensive comments are received, LSA can prepare responses on a time-and-materials basis with prior County approval.

Task 7.6: Mitigation Monitoring and Reporting Program (MMRP)

LSA will prepare a draft and final MMRP in accordance with CEQA Guidelines Section 15097 for use in ensuring implementation of the mitigation measures for the project. The MMRP shall be used in the design and construction of the selected alternative. The MMRP shall incorporate the mitigation measures from the MND document and shall comply with any special County MMRP requirements.

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For each mitigation measure, the MMRP shall include a list of the following items: a description of the mitigation measure, the timing of implementation, the performance objectives, the requirements for verification of compliance, and the party responsible for verifying compliance. The draft MMRP shall be submitted to the County for review and comment, revised per County comments, and provided to the County along with the Final EIR for approval.

Task 7.7: CEQA Findings and Final EIR

LSA will prepare a draft of the required Findings that the County Board of Supervisors will need to make under CEQA to certify the Final EIR, including a Statement of Overriding Considerations (SOC), if necessary, for review by the County. Following receipt of comments on the draft Findings and the Draft Final EIR, LSA will prepare a single master copy of the Final EIR, Findings, SOC, any necessary Errata, and an MMRP, which will then be submitted by County staff to the Board for certification. LSA will send copies of the proposed Final EIR to public agencies that commented on the Draft EIR (and other organizations or individuals as deemed necessary by the County) for receipt at least 10 days prior to the Board's EIR certification hearing. One LSA staff member will attend the EIR certification hearing by the Board. Once this approval is received, LSA will prepare a Notice of Determination (NOD) for the County to file with the County Clerk and the State Clearinghouse (including the required Fish and Game filing fees, currently estimated at \$875). The County will be responsible for providing a check for the Fish and Game filing fees. The fee is required to be paid to the County Clerk on or before the NOD filing date. LSA will provide one master copy of the certified EIR and up to 25 bound copies (including those copies sent to agencies that commented on the EIR), including the MMRP. This will complete the environmental process for CEQA.

Optional Subtasks

The following optional task will be performed at the request of the County:

Paleontological Resources Study

LSA will conduct a paleontological resources study that includes a fossil locality search and literature review. The study's findings and a sensitivity analysis will be included in the EIR prepared for the proposed project. No field work will be done for the paleontological study.

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JUNE 2005

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ATTACHMENT A

CALTRANS LETTER AND PES FORM (SEPTEMBER 19, 2005)

EXHIBIT A - SCOPE OF SERVICES / PAYMENT PROVISIONS

MONTEREY COUNTY

RESOURCE MANAGEMENT AGENCY



DEPARTMENT OF PUBLIC WORKS, Ronald J. Lundquist, P.E., Interim Director
168 W. Alisal St., 2nd Floor, Salinas, CA 93901
(831) 755-4800
FAX (831) 755-4858

January 3, 2006

MR KING THOMAS
LSA ASSOCIATES INC
20 EXECUTIVE PARK SUITE 200
IRVINE CA 92614-4731

SUBJECT: DAVIS ROAD BRIDGE REPLACEMENT PROJECT
CO. NO. 208, ST. NO. 44C-0068, PROJECT NO. 360065

Dear Mr. Thomas:

The development plans in the East Garrison area of Fort Ord and a push by the Transportation Agency for Monterey County and Fort Ord Reuse Authority to complete a four-lane route for traffic between Salinas and the Monterey Peninsula cities has changed the scope of work for the Davis Road Bridge Project. An updated scope of work and cost proposal for use in the Proposal to Provide Environmental Services for the Davis Road Bridge Replacement Project will be necessary to incorporate the additional extent of a four-lane bridge and roadway.

The Davis Road Project has been expanded to four lanes from Blanco Road at the City of Salinas to Reservation Road where Davis Road ends to the southwest. The length of the project is now 2.09 miles. The roadway will include two intermediate intersections and two intersections at the opposite ends of the project. The intermediate intersections will provide left-turn pockets at Foster and Hitchcock Roads. The two intersections at the beginning and end of the Project include the Reservation Road intersection where Davis Road ends and the signalized four-way intersection at Davis and Blanco Roads.

Agricultural land, riparian habitat and the Salinas River channel border the roads. Some agricultural land conversion will be required to upgrade Davis Road to four lanes. The substantial conversion of agricultural land to transportation use may trigger an E-I-R for CEQA compliance. NEPA compliance should be based on the Environmental Update for NEPA issued by Caltrans District 5, dated September 19, 2005. This document indicates that a Categorical Exclusion with required technical studies (involving federal action) would be appropriate. A copy of the Caltrans letter and PES form are enclosed.

LSA
LSA ASSOCIATES, INC.

JAN 05 2006

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EXHIBIT A - SCOPE OF SERVICES / PAYMENT PROVISIONS

King Thomas, LSA & Associates, Inc.
January 3, 2006
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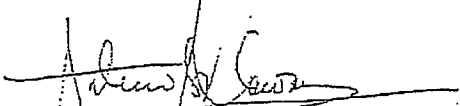
The original scope of work consisted of construction of a two-lane bridge 800 to 1,000 feet in length. The reconstruction of the road approaches consisted of a two-lane roadway for approximately 400 feet leading up to the bridge from both ends. This original scope of work was the extent of the Project that would be financed by the Highway Bridge Repair and Replacement Program. A four-lane alternative was included in the original scope of work for preliminary engineering and NEPA/CEQA compliance. The four-lane bridge and approach roadway did not initially have adequate financing, but was included as an alternative in the initial environmental compliance if financing were to become available.

If you have any questions, please call Douglas Poochigian P.E. at (831) 755-4888.

Sincerely,

RONALD J. LUNDQUIST, P.E.
INTERIM PUBLIC WORKS DIRECTOR

By


Arturo A. Adlawan, P.E.
Senior Design Engineer

DP

DP:sd

Enclosures

EXHIBIT A - SCOPE OF SERVICES / PAYMENT PROVISIONS

STATE OF CALIFORNIA - BUSINESS TRANSPORTATION AND HOUSING AGENCY

ARNOLD SCHWARZENEGGER, Governor

DEPARTMENT OF TRANSPORTATION

50 HIGUERA STREET
SAN LUIS OBISPO, CA 93401-5415
PHONE (805) 549-3111
FAX (805) 549-3329
TDD (805) 549-3259
<http://www.dot.gov/dist05>

☐ PWD ☒ APWD ☐ ADM ☐ FMM

RFS#: 06002003 initials: _____
OPS: _____ initials: _____
ADM: _____ initials: _____
ENG: PDCH/6/AD initials: _____
ACTION/NOTES: _____

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OCT 05 2005

PUBLIC WORKS - ADMIN

Flex your power!
Be energy efficient!

September 19, 2005

05-MON-0-CR
BRLS-5944 (068)
Davis Road Bridge No. 44C-0048
Replacement Project

Paul Greenway
Monterey County Public Works Department
312 E. Alisal Street
Salinas, CA 93901

Re: Environmental Update for NEPA

Dear Mr. Greenway:

This letter is to follow-up on the telephone-conference held September 13, 2005 to discuss the status of the Davis Rd Bridge Replacement project. As we discussed, only the bridge replacement portion (as described in the HBRR application) of the larger Davis Rd Widening will be considered the federal action.

As described in the HBRR application, Monterey County proposes to replace the existing 2-lane Davis Road Bridge with a 4-lane year-round structure. The current structure is below the 100-year flood plain, which results in seasonal road closures during the rainy season.

The project will involve removal of the existing reinforced concrete slab-bridge consisting of two spans each of approximately 21 feet with a total width of 34 feet. The bridge and existing approaches will be replaced with a 4-lane structure approximately 1000 feet long (250 m) and 65 feet wide (20 m) with 400-foot approaches on each end. The project will involve right-of-way acquisition and utility relocation.

The PBS form has been revised for the project, because of the changes to the project scope. Attached you will find the revised PBS with signatures. Based on the revised project description, the appropriate level of NEPA clearance is expected to be a Categorical Exclusion Determination with required Special Studies. The following draft studies should be prepared and provided to Caltrans for review and approval:

- Section 106 Study: The project will require a Section 106 study to evaluate its potential to affect cultural resources. The Section 106 Study will require completion of a Historic Property Survey Report (HPSR). This report documents both archaeological and architectural studies, as follows:

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Historic Property Survey Report (HPSR):

The HPSR serves as a summary document to which the following documents are attached. It also serves to document consultation with interested parties, including Native American groups and historical societies.

1. Area of Potential Effects (APE) map:

This map depicts the area that will be impacted by the project, including staging and construction access areas, and any utility and property relocation work. The map should be plotted on an aerial photographic or other base at a scale of approximately 1"=200'. The map should depict existing and proposed right-of-way. The APE map should have two signature blocks for Caltrans, labeled "Local Assistance Engineer" and "Principal Investigator-Prehistoric Archaeology."

2. Archaeological Survey Report (ASR):

This study consists of both a records search at the Northwest Information Center at Sonoma State University, and an archaeological field survey performed by a qualified archaeologist who meets the Secretary of the Interior's Professional Qualification Standards. The study should be documented in an Archaeological Survey Report (ASR).

3. Historic Resources Evaluation Report (HREER):

This report documents any architectural resources within the APE. Based on the field review, it does not appear that any architectural resources will require evaluation. The Davis Road Bridge (44C-68) was evaluated as a Category 5 in the Caltrans Historic Bridge Inventory and will not require reevaluation, as it was retrofitted in 2001. Other architectural features were not observed in the vicinity that would require evaluation, as the area is surrounded by agricultural fields.

4. Finding of Effect (FOE):

If National Register eligible properties are identified within the APE, it will be necessary to assess the project's effects on those properties, in a Finding of Effect document. Adverse effects must be mitigated through the development of a Memorandum of Agreement (MOA) with Caltrans, FHWA, SHPO, and possibly the Advisory Council on Historic Preservation.

The documents should be prepared according to Caltrans' Programmatic Agreement for Section 106, and updated *Environmental Handbook (Volume 2) Cultural Resources*, which is available on the internet at <http://www.dot.ca.gov/ser/envhand.htm>. Please contact Kelda Wilson at (805) 542-4697 with any questions.

- **Biological Assessment & Wetlands Study:** The proposed project will involve replacement of the bridge crossing the Salinas River. It will also involve removal of vegetation on both sides of the river. A Natural Environment Study, Biological Assessment, and Wetlands Study must be prepared to identify potential impacts to biological resources. The study should include a biological assessment of the entire project area, including potential impacts to sensitive habitat and endangered and threatened plant and animal species, and critical habitat. The study should address species and critical habitat, both listed and proposed for listing. Surveys for plant and animal species of concern should follow appropriate survey protocol adopted by the U.S. Fish and Wildlife Service and/or California Department of Fish and Game. Consultation with USFWS and/or NOAA Fisheries Service may be required, depending on the results of the draft

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documents. The wetland study shall include a wetland delineation and identification of Army Corps of Engineers jurisdictional boundaries. This information shall be mapped. The NES should also discuss required permits (ACOE, RQWCB, CDFG). Technical studies shall quantify impacts, and shall refrain from discussion of significance of impacts. The study should follow guidelines and formats set forth in the Caltrans Standard Environmental Reference (SER). This can be found on-line at www.dot.ca.gov/ser/forms.htm. If you have any questions regarding preparation of the biological studies, please contact Tom Edell, Caltrans Biologist, at (805) 549-3019 or tom_edell@dot.ca.gov.

- **Floodplain Study:** Because the project is within a 100-year floodplain, it will be necessary to evaluate the potential floodplain impacts of the project. A Location Hydraulic Study should be prepared and documentation provided that the project would not result in a significant flood risk or adversely affect natural and beneficial floodplain values. The Natural Environment Study should be referenced for impacts to natural and beneficial floodplain values and appropriate mitigation. In addition to the LHS, a Location Hydraulic Study Form and a Summary of Floodplain Encroachment form shall be filled out and signed. The Floodplain Encroachment form should be signed by the Local Agency Project Engineer, with concurrence signatures from Caltrans and FHWA. The LHS form should be signed by the hydraulic engineer who prepared the study, and the Local Agency Project Engineer. Information is available in the Caltrans Standard Environmental Reference (SER) to assist you in preparation of this study. This is available on-line at www.dot.ca.gov/ser/vol1/sec3/special/ch17flood/chap17.htm.
- **Farmlands:** The proposed bridge project could result in impacts to adjacent farming operations. A Farmland Conversion Impact Rating Form AD-1006, obtained from the Natural Resource Conservation Service, should be completed and impacts discussed in a summary. The local agency completes Parts I and III of the form and submits it and maps showing location of alternatives to the appropriate NRCS field office for verification of prime and unique farmlands. If lands are subject to the Farmland Protection Policy Act, then any conversions to non-agricultural use will require coordination with the U.S. Army Corps of Engineers. Caltrans, acting on behalf of FHWA, will make this determination.
- **Traffic:** As the existing crossing is closed on a seasonal basis due to high water and a detour plan already exists, please provide a letter from your office describing the detour, how long it will be in place, and how the County will notify the public, police, and fire departments. A map should be included that shows the detour route(s).
- **Visual/Aesthetic Study:** The project will involve removal of vegetation from the banks of the Salinas River. The new bridge, with a higher vertical profile, will also have a visual impact on the existing setting. A visual analysis must be conducted to evaluate potential impacts on the aesthetics of the area. The analysis should include photo simulations of the project area with the completed project.
- **Hazardous Material Study:** The County should check available lists (i.e. CA EPA, CA OPR, and Local Dept. of Health) to determine the potential of encountering hazardous materials within the project limits. Further analysis may be required depending on the results of the initial site assessment.

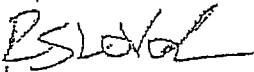
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- Noise Study: Although the project is a Type I, a detailed noise analysis is not required because there are no potentially impacted receivers within the project area.

If you have any questions regarding the required studies, or if you have additional information regarding the scope of the project, please contact me at (805) 594-6188 or randy_lavack@dol.ca.gov.

Sincerely,



Randy LaVack
Associate Environmental Planner
Caltrans District 5

Enclosure

cc: Reimie Jones
Gary Ruggerone (email)
Kelda Wilson
Tom Edell
Randy LaVack

EXHIBIT A - SCOPE OF SERVICES / PAYMENT PROVISIONS

Local Assistance Procedures Manual

EXHIBIT 6-A
Preliminary Environmental Studies (PES) Form

EXHIBIT 6-A PRELIMINARY ENVIRONMENTAL STUDIES (PES) FORM

PRELIMINARY ENVIRONMENTAL STUDIES (PES) FORM	
TO: Reinit Jones Caltrans District 5 50 Higuera St, San Luis Obispo, CA 93401	FEDERAL PROJECT NUMBER: BRLS-5944 (068)
FROM: County of Monterey Department of Public Works 312 E. Alisal Street, Salinas, CA 93901 Paul Gracaway, (831) 755-4807	FINAL DESIGN: (Expected Start Date) August, 2004
Is this project "ON" the State Highway System? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FSTIP: August 5, 2004 Page # 78
IF YES, STOP HERE and contact the District DLAE regarding the completion of other environmental documentation	FY for which each Project Component is Programmed for delivery in the FSTIP: PE FY 05/06 ROW FY 05/06 CONST FY 06/07
PROJECT DESCRIPTION AS SHOWN IN FSTIP: Davis Road Bridge Replacement Project is located just south of Salinas on Davis Road between Blanco Road and Reservation Road, over the Salinas River.	
DETAILED PROJECT DESCRIPTION: The Davis Road Bridge Replacement Project will replace the existing two lane low level bridge over the Salinas River with a new four-lane high level bridge for year round use of Davis Road. The project is located two miles south of the City of Salinas, approximately one-half mile north of Reservation Road and one half mile south of Blanco Road. Since the existing bridge is well below the 100 year flood plain, the proposed project will eliminate the seasonal closure of Davis Road during the winter months.	
PRELIMINARY DESIGN INFORMATION Does the project involve any of the following? Please check the appropriate boxes and delineate on an attached map, plan, or layout including any additional pertinent information	
Yes No	Yes No
<input checked="" type="checkbox"/> <input type="checkbox"/> Any vegetation removal	<input type="checkbox"/> <input checked="" type="checkbox"/> Railroad
<input checked="" type="checkbox"/> <input type="checkbox"/> Bridge work (If yes, discuss bridge type/approach work)	<input type="checkbox"/> <input checked="" type="checkbox"/> Ramp closure
<input checked="" type="checkbox"/> <input type="checkbox"/> Construct access roads	<input type="checkbox"/> <input checked="" type="checkbox"/> Realignment
<input checked="" type="checkbox"/> <input type="checkbox"/> Disposal/borrow site(s)	<input checked="" type="checkbox"/> <input type="checkbox"/> Removal of trees
<input checked="" type="checkbox"/> <input type="checkbox"/> Drainage/culverts	<input checked="" type="checkbox"/> <input type="checkbox"/> R/W acquisition (If yes, attach map/APN#'s)
<input checked="" type="checkbox"/> <input type="checkbox"/> Equipment staging	<input type="checkbox"/> <input checked="" type="checkbox"/> Road cut(s)
<input checked="" type="checkbox"/> <input type="checkbox"/> Flooding	<input checked="" type="checkbox"/> <input type="checkbox"/> Temporary road/Detour
<input checked="" type="checkbox"/> <input type="checkbox"/> Capacity increasing	<input type="checkbox"/> <input checked="" type="checkbox"/> Sound walls
<input type="checkbox"/> <input checked="" type="checkbox"/> Ground disturbance (outside of existing cut slope and all work outside the toe of fill)	<input checked="" type="checkbox"/> <input type="checkbox"/> Stream channel work
<input type="checkbox"/> <input checked="" type="checkbox"/> Material site(s)	<input checked="" type="checkbox"/> <input type="checkbox"/> Temporary easements
<input type="checkbox"/> <input checked="" type="checkbox"/> New alignment	<input checked="" type="checkbox"/> <input type="checkbox"/> Utility relocation
<input type="checkbox"/> <input checked="" type="checkbox"/> Off-pavement detour	<input checked="" type="checkbox"/> <input type="checkbox"/> Widen existing roadway
<input checked="" type="checkbox"/> <input type="checkbox"/> Will increase number of through lanes	<input type="checkbox"/> <input checked="" type="checkbox"/> Part of larger or adjacent project
REQUIRED ATTACHMENTS: <input checked="" type="checkbox"/> Regional Map <input checked="" type="checkbox"/> Project Location Map <input type="checkbox"/> Project Footprint Map (Showing Existing/Proposed ROW) <input type="checkbox"/> Engineering drawings (Existing and Proposed Cross Sections), (if available) <input type="checkbox"/> Borrow/Disposal Site Location Map (if applicable) Note: All maps should be at a minimum scale of 1" = 200' (1" = 60.96 meters) Maps may be ordered online at http://munipia.usgs.gov/	

EXHIBIT A - SCOPE OF SERVICES / PAYMENT PROVISIONS

Local Assistance Procedures Manual

EXHIBIT 6-A

Preliminary Environmental Studies (PES) Form

Exhibit 6-A, continued

EXAMINE FOR POTENTIAL EFFECTS ON THE ENVIRONMENT, DIRECT OR INDIRECT, AND
ANSWER THE FOLLOWING QUESTIONS (Utilize the notes page at the end of the PES Form to document conclusions)

	Yes	To Be Determined	No
A. The Physical Environment			
1. Is the project a Type I project as defined in 23 CFR 772.5(h); "construction on new location or the physical alteration of an existing highway, which significantly changes either the horizontal or vertical alignment or increases the number of through-traffic lanes"?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Are there water resources (rivers, streams, bays, inlets, lakes, drainage sloughs) within or immediately adjacent to the project area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is project within a designated sole-source aquifer?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Is project within the State Coastal Zone?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Is the construction area located within a regulatory floodway or within the base floodplain (100-year) elevation of a watercourse or lake?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the project within or immediately adjacent to a Wild and Scenic River System?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Is there a potential for a federally listed, threatened, or endangered species or their critical or sensitive habitat within the construction area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Is there a potential for wetlands within the construction area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Is there a potential for agricultural wetlands within the construction area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Air Quality			
a. Transportation Conformity (Air) Does Transportation Conformity apply?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Is the project exempt from the requirement to determine conformity (40 CFR 93.126)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Air Quality: Does the project have the potential for adverse emission impacts?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Is there a potential for prime or unique farmlands within or immediately adjacent to the construction area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Is there a potential for hazardous materials (including underground tanks) or hazardous material remains within or immediately adjacent to the construction area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Are there any publicly owned public parks, recreation areas, or wildlife or waterfowl refuges [Section 4(f)] within construction area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Are there any aesthetically visual resources within the project area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EXHIBIT A - SCOPE OF SERVICES / PAYMENT PROVISIONS

Local Assistance Procedures Manual

EXHIBIT 6-A
Preliminary Environmental Studies (PES) Form

Exhibit 6-A. continued

	<u>Yes</u>	<u>To Be Determined</u>	<u>No</u>
B. The Social and Economic Environment			
16. Will the project require any right-of-way, including partial or full takes? Consider construction easements and utility relocations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Is the project inconsistent with plans and goals adopted by the community?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18. Will the project result in the need for public services, including utilities other than those presently available or proposed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19. Will the project involve changes in access control?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
20. Will project involve the use of a temporary road, detour or ramp closure?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Will the project reduce available parking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
22. Will the project require future construction to fully utilize the design capabilities included in the proposed project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
23. Will the project generate public controversy based on potential environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
24. Will project construction encroach on State or federal Lands?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
25. Are there National Register listed or potentially eligible historic properties or archaeological resources [Section 106, Section 4(f)] NOTE: CJ HQS DETERMINES APPLICABILITY OF QUESTION #25.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
26. Is there a potential for the introduction or spread of invasive species?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

EXHIBIT A - SCOPE OF SERVICES / PAYMENT PROVISIONS

Local Assistance Procedures Manual

EXHIBIT 6-A

Preliminary Environmental Studies (PES) Form

Exhibit 6-A, continued

SECTION C, D & E - CHECK APPROPRIATE BOX TO INDICATE REQUIRED TECHNICAL STUDIES, COORDINATION, PERMITS OR APPROVALS

C. REQUIRED TECHNICAL STUDIES	D. COORDINATION	E. PERMIT/APPROVALS
<input type="checkbox"/> NOISE STUDY <input type="checkbox"/> Traffic Related <input type="checkbox"/> Construction Related	<input type="checkbox"/> FHWA <input type="checkbox"/> FHWA	
<input checked="" type="checkbox"/> WATER QUALITY STUDY <input checked="" type="checkbox"/> Discharge Dredged/Fill material (US waters) <input type="checkbox"/> Construction in Navigable Waters <input type="checkbox"/> Construction of Bridges/Causeways Across Navigable Waters <input checked="" type="checkbox"/> Construction of Bridge <input checked="" type="checkbox"/> Stream or Lake Alteration NEPA/404 MOU	<input checked="" type="checkbox"/> U.S. Army Corps of Engineers <input type="checkbox"/> U.S. Army Corps of Engineers <input type="checkbox"/> U.S. Coast Guard <input checked="" type="checkbox"/> California Regional Water Quality Control Board <input checked="" type="checkbox"/> California Department of Fish & Game FHWA <input type="checkbox"/> EPA (S.F. Regional Office)	<input checked="" type="checkbox"/> Issues Section 404 Permit <input type="checkbox"/> Section 10 Permit <input type="checkbox"/> Approves Plans <input checked="" type="checkbox"/> Water Quality Certification <input checked="" type="checkbox"/> Section 1501/03 Permit <input type="checkbox"/> Contamination Threat
<input type="checkbox"/> SOLE SOURCE AQUIFER	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> COASTAL ZONE	<input type="checkbox"/> State Coastal Zone Management agency (California Coastal Commission (CCC))	<input type="checkbox"/> Coastal Zone Consistency
<input checked="" type="checkbox"/> FLOODPLAIN STUDY *	<input checked="" type="checkbox"/> Federal Emergency Management Agency <input checked="" type="checkbox"/> FHWA	<input checked="" type="checkbox"/> Floodplain Finding
<input type="checkbox"/> WILD & SCENIC RIVERS	<input type="checkbox"/> U.S. Department of Interior Heritage Conservation/Recreation Service	
<input checked="" type="checkbox"/> BIOLOGY STUDY *	<input checked="" type="checkbox"/> FHWA <input checked="" type="checkbox"/> California Department of Fish & Game	<input checked="" type="checkbox"/> Sec 7 Consultation <input checked="" type="checkbox"/> Incidental Take Permit
<input checked="" type="checkbox"/> WETLANDS STUDY *	<input checked="" type="checkbox"/> FHWA/EPA <input type="checkbox"/> U.S. Fish & Wildlife <input type="checkbox"/> U.S. Army Corps of Engineers <input type="checkbox"/> National Marine Fisheries Service <input type="checkbox"/> Natural Resources Conservation Service	<input type="checkbox"/> Wetlands Findings <input type="checkbox"/> Verifies juris. wetlands <input type="checkbox"/> Verifies agri. wetlands
<input type="checkbox"/> AIR QUALITY STUDY *	<input type="checkbox"/> FHWA	<input type="checkbox"/> Conformity Finding
<input checked="" type="checkbox"/> FARMLANDS STUDY	<input checked="" type="checkbox"/> Natural Resources Conservation Service <input type="checkbox"/> U.S. Army Corps of Engineers	<input checked="" type="checkbox"/> Verifies prime/unique Approves Conversions
<input checked="" type="checkbox"/> HAZARDOUS MATERIAL STUDY (Cleanup of Hazardous Material Sites)	<input checked="" type="checkbox"/> 1. CALIF. EPA; Department of Toxic Substances Control, Biennial Reports, Lists of Active Annual Work plan Sites <input checked="" type="checkbox"/> 2. CALIF. Office of Planning and Research; Hazardous Wastes & Substances Sites List, List of Contaminated Sites <input checked="" type="checkbox"/> 3. LOCAL; Health & Human Services Dept., Hazardous Waste Operations Div	

FHWA has responsibility for consultation under regulation or interagency agreement or FHWA has responsibility for a finding or determination required by law, regulation or Executive Order.

EXHIBIT A - SCOPE OF SERVICES / PAYMENT PROVISIONS

Local Assistance Procedures Manual

EXHIBIT 6-A
Preliminary Environmental Studies (PES) Form

Exhibit 6-A. continued

C. REQUIRED TECHNICAL STUDIES	D. COORDINATION	E. PERMIT/APPROVALS
<input type="checkbox"/> SECTION 4(f) EVALUATION *	<input type="checkbox"/> FHWA <input type="checkbox"/> Public Official w/Jurisdictional Responsibility <input type="checkbox"/> SHPO/ACHP (as appropriate) <input type="checkbox"/> DOI/DOA/HUD/USDA (as appropriate)	<input type="checkbox"/> Makes Determination
<input type="checkbox"/> SECTION 6(f) EVALUATION	<input type="checkbox"/> Park Official <input type="checkbox"/> DOI	
<input checked="" type="checkbox"/> VISUAL IMPACT STUDY (AESTHETICS)	<input type="checkbox"/> FHWA	
<input type="checkbox"/> RELOCATION IMPACTS STUDY	<input type="checkbox"/> State & Local Planning Departments	
<input type="checkbox"/> SOCIO-ECONOMIC STUDY	<input type="checkbox"/> Airports, Schools, State and Local Planning Departments	
<input checked="" type="checkbox"/> TRAFFIC County of Monterey Department of Public Work To provide letter describing the season closure	<input type="checkbox"/> FHWA	
<input checked="" type="checkbox"/> SECTION 106 STUDY *		
<input type="checkbox"/> Exempt Undertaking	<input type="checkbox"/> Caltrans (PQS & DLAE approve APE)	<input type="checkbox"/> Determines whether project qualifies as exempt
X APE Map	X Caltrans	X Determines applicability of Minimal APE
X Historic Property Survey Report (HPSR)	X Caltrans Local Preservation groups and/or Native X American Tribes X FHWA	X Approves document Provides comment on concerns with project X Concurs or Consults with SHPO/ACHP
	X SHPO	X Concurs
<input type="checkbox"/> CONSTRUCTION/ENCROACH ON STATE LANDS		
<input type="checkbox"/> Under State Lands Commission Jurisdiction	<input type="checkbox"/> State Lands Commission	<input type="checkbox"/> General Permit/Revise General Plans
<input type="checkbox"/> Under Caltrans Jurisdiction	<input type="checkbox"/> Caltrans	<input type="checkbox"/> Encroachment Permit
<input type="checkbox"/> CONSTRUCTION/ENCROACHMENT ON FEDERAL LANDS	<input type="checkbox"/> U.S. Bureau of Reclamation <input type="checkbox"/> Private Land Owner	<input type="checkbox"/> Encroachment Permit <input type="checkbox"/> Right-of-Entry Permit

Additional studies may be required for other federal agencies.

F. Public Hearing and Public Availability

☒ Not Required
☐ Notices of Availability
☐ Environmental Document ONLY

☐ Opportunity for a Public Hearing
☐ Public Hearing Required

* FHWA has responsibility for consultation under regulation or interagency agreement or FHWA has responsibility for a finding or determination required by law, regulation or Executive Order.

EXHIBIT A - SCOPE OF SERVICES / PAYMENT PROVISIONS

Local Assistance Procedures Manual

EXHIBIT 6-A

Preliminary Environmental Studies (PES) Form

Exhibit 6-A. continued

Preliminary Environmental Document Classification (NEPA)

Based on the evaluation of the project, the environmental document to be developed should be:

- ☐ Environmental Impact Statement
- ☐ Environmental Assessment
- ☒ Categorical Exclusion, with required technical studies (involving federal action)
- ☐ Programmatic Categorical Exclusion, without required technical studies
- ☐ Programmatic Categorical Exclusion, with required technical studies (not involving federal action)

LOCAL AGENCY STAFF or CONSULTANT SIGNATURE

Prepared by: [Signature] Date: 8/31/04 Telephone #: (831) 755-8775

LOCAL AGENCY PROJECT ENGINEER SIGNATURE:

This document was prepared under my supervision, in accordance with the Local Assistance Procedures Manual, Exhibit 6-B, "Instructions for Completing the Preliminary Environmental Study Form."

Signature local agency: [Signature] Date: 8/31/04 Telephone #: 831 755-9887

THE FOLLOWING SIGNATURES ARE REQUIRED FOR ALL PCEs, REGULAR CEs, EAs, AND EISs

CALTRANS DISTRICT ENVIRONMENTAL OFFICE CHIEF (EOC) OR DESIGNEE SIGNATURE

I have reviewed this Preliminary Environmental Study (PES) form and determined that the submittal is complete and sufficient. I concur with the studies to be performed and the recommended level of environmental document (if required).

Signature EOC (or designee): [Signature] Date: 9/1/04 Telephone #: 650 311-2777

CALTRANS DISTRICT PROFESSIONALLY QUALIFIED STAFF (PQS) SIGNATURE

- ☐ Project does not meet definition of an "undertaking". No further review is necessary under Section 106. ("No" Sec B, #25)
- ☐ Project meets the definition of an "undertaking", involves the types of activities listed in Attachment 2 of the Section 106 PA, and, based on the information provided in the PES Form, does not have the potential to affect historic properties. ("No" Sec B, #25)
- ☐ Project meets the definition of an "undertaking" and involves the types of activities listed in Attachment 2 of the Section 106 PA, but the following additional procedures or information is needed, to determine the potential for effect: ("To Be Determined" Sec B, #25)
- ☐ Records Search ☐ ☐ ☐
- ☒ The proposed undertaking is considered to have the potential to affect historic properties. Further studies for 106 compliance are indicated in Sections C, D and E of this PES Form. ("Yes" Sec B, #25)

Signature PQS: Kelda Wilson Date: 9-14-04 Telephone #: 805/542-4697

DLAE SIGNATURE:

I have reviewed this Preliminary Environmental Study (PES) form and determined that the submittal is complete and sufficient. I concur with the studies to be performed and the recommended level of environmental document (if required).

Signature DLAE: [Signature] Date: 9/7/04 Telephone #: 805-542-4696

THE FOLLOWING SIGNATURE IS REQUIRED FOR EAs, EISs, AND (WHEN RECOMMENDED BY THE EOC (or DESIGNEE), OR DLAE) FOR REGULAR CEs:

FHWA SIGNATURE:

I concur with the studies to be performed and the recommended level of environmental document.

Signature FHWA: _____ Date: _____ Telephone #: _____

Distribution:

Original: District Local Assistance Engineer

Copy: Local Agency Project Files, District EOC (or designee), District PQS

EXHIBIT A - SCOPE OF SERVICES / PAYMENT PROVISIONS

LSA ASSOCIATES, INC.
JUNE 2006

PROPOSAL TO PROVIDE ENVIRONMENTAL SERVICES
DAVIS ROAD BRIDGE REPLACEMENT 4-LANE

ATTACHMENT B

BUILD ALTERNATIVES DISCUSSED AT
MAY 10, 2006, SCOPING MEETING NO. 3

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

ATTACHMENT 2

ALIGNMENT ALTERNATIVES

Alignment Number	Location North of Bridge*	Location at Bridge	Location South of Bridge	Davis Road Open/Close
1A	East	East	East	Open
1B	East	East	West	Open
1C	East	Further East	East	Open
2	East	Center	Center	Closed
3	Center	Center	Center	Closed
4	West	West	West	Open
5	No Build			

*** Alternatives 3 and 4 will only be cursorily reviewed due to the significant cost of relocation of existing utility lines.

RESERVATION ROAD INTERSECTION ALTERNATIVES

Alignment Number	Location of Davis Road	Davis Road Open/Close
1A	East	Open
1B, 4	West	Open
2, 3	Center	Closed

BRIDGE PLANNING STUDY ALTERNATIVES

Alignment Number	Location at Bridge	Davis Road Open/Close	1-Stage or 2-Stage
1A	East	Open	2-stage
1B	East	Open	2-stage
1C	Further East	Open	1-stage
2	Center	Closed	1-stage
3	Center	Closed	1-stage
4	West	Open	2-stage

EXHIBIT A - SCOPE OF SERVICES / PAYMENT PROVISIONS

LSA ASSOCIATES, INC.
JUNE 2006

PROPOSAL TO PROVIDE ENVIRONMENTAL SERVICES
DAVIS ROAD BRIDGE REPLACEMENT 4-LANE

ATTACHMENT C COST PROPOSAL

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Proposal for Davis Road Bridge Replacement (4 Lane) Project In Monterey County
 LSA Staffing Allocations for Environmental Services (CEQA and NEPA)
 Includes Widening Davis Road to 4 lanes from Blanco Road to Reservation Road

Task	Task Description	LSA Labor Classifications						Total Hours		Total Costs	
		Principal	Associate/Proj	Mgr	Analyst/Tech	Graphics/GIS	WP/Clerical	by Task	Direct Cost	by Task	
HBRR-Funded Tasks											
1	Project Initiation	1	4	4	4	1	1	11	\$100	\$1,400	
2	Project Management/Meetings	10	120				4	134	\$2,500	\$22,800	
3	Technical Reports										
3.1	Biology - NES	40	100		640	20	14	814	\$1,500	\$81,650	
3.2	Cultural Resources	4	30		120	32	12	198	\$750	\$19,870	
3.3	Hazardous Waste ISA	2	4		44	4	4	58	\$750	\$6,130	
3.4	Visual Impact Assessment*	2	10					12	\$22,500	\$24,400	
3.5	Floodplain Evaluation	1	2		12		2	17		\$1,670	
3.6	Farmland Impact Analysis AD-1006	2	4		30	26	8	70	\$100	\$6,460	
3.7	Water Quality Assessment	2	40			4	5	51	\$300	\$7,415	
4	NEPA Documentation										
4.1	Federal Findings in support of CE	2	4		10		2	18		\$2,000	
4.2	Prepare NEPA CE	1	2		8		2	13	\$50	\$1,380	
TOTAL HOURS		67	320		868	87	54	1396	\$28,550	\$175,175	
Billing Rate by Classification		\$200	\$150		\$85	\$85	\$75				
*Note: Task 3.4 and 6.4 direct costs are for DBE subconsultant Vallier Design Associates											
Optional Tasks (HBRR/NEPA)											
	Red-legged Frog Surveys	4	2		58			64	\$2,000	\$8,030	
	Rare Plant Surveys	4	2		50			56	\$250	\$5,600	
	Bat Surveys	1	1		14			16		\$1,540	
	Tree Measurements				40	4	2	46	\$350	\$4,240	
TOTAL HOURS (HBRR/NEPA)		76	325		1030	91	56	1578	\$31,150	\$194,585	

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Task	Task Description	LSA Labor Classifications					Total Hours		Total Costs		
		Principal	Associate/Proj Mgr	Analyst/Tech	Graphics/GIS	WP/Clerical	by Task	Direct Cost	by Task		
2816											
Locally Funded CEQA Tasks											
5	Project Initiation, Meetings/Management, NOP, and Scoping Meeting	1	4								
5.1	Project Initiation	10	120					11	\$100	\$1,400	
5.2	Project Management/Meetings	4	16					134	\$2,500	\$22,800	
5.3	Notice of Preparation	2	16					68	\$1,000	\$8,220	
5.4	Public Scoping Meeting	6	24					54	\$750	\$6,570	
6	Locally Funded Technical Studies										
6.1	Biological Resources	6	24					96	\$250	\$10,560	
6.2	Cultural Resources	6	16					72	\$750	\$8,520	
6.3	Hazardous Waste	1	4					19	\$750	\$2,720	
6.4	Visual Impact Analysis	2	10					12	\$7,960	\$9,860	
6.5	Farmland Impact Analysis	4	8					114	\$400	\$10,890	
6.6	Water Quality	2	4					22	\$50	\$2,370	
6.7	Air Quality Analysis	2	14					54	\$250	\$5,940	
6.8	Noise Analysis	4	20					92	\$250	\$9,790	
7	CEQA Documentation										
7.1	Prepare Admin Draft EIR	8	60					388	\$200	\$37,700	
7.2	Prepare 2nd Draft Admin EIR	6	30					118	\$100	\$12,690	
7.3	Prepare Draft EIR for Public Review	6	24					98	\$100	\$10,600	
7.4	Public Review of Draft EIR	2	16					64	\$5,000	\$11,650	
7.5	Responses to Comments *	6	20					90	\$800	\$10,280	
7.6	MMRP	2	8					40	\$100	\$4,190	
7.7	CEQA Findings and Final EIR	4	24					90	\$2,000	\$11,590	
Optional Task											
	Paleontological Resources Study	2	4					32	\$150	\$3,320	
TOTAL HOURS											
		80	442					1668	\$23,460	\$201,660	
* Assumes no legal or comprehensive comments requiring extensive research or new analysis.											
TOTAL HOURS (NEPA & CEQA)		156	767					3246	\$54,610	\$396,245	
Includes Optional Tasks											

COUNTY OF MONTEREY PURCHASE ORDER

PURCHASE ORDER NUMBER
R300700079

☐ PARTIAL BILLING #

☐ FINAL BILLING

☐ "X" indicates confirming order - do not duplicate

Date 01 03 07 Page: 01

VENDOR: L S A ASSOCIATES INC

20 EXECUTIVE PARK STE 200
IRVINE CA 92614

MONTEREY COUNTY GOVERNMENT
PUBLIC WORKS

168 W. ALISAL ST., 2ND FLOOR
SALINAS, CA 93901
ERIKA R. 831-75574827

RECEIVED

JAN - 4 2007

RESOURCE MANAGEMENT AGENCY
PUBLIC WORKS - ADMIN

VENDOR #: L S A AS
BUYER: PURCHASING AGENT

DELIVERY REQUIRED BY 06 30 07
F.O.B. DESTINATION

TERMS: NET 30
REF. #:

LINE NO.	FUND	BUDGET UNIT	CHARGE THIS INVOICE TO THESE ACCOUNTS	ORGANIZATION	ACCOUNT	JOB NO.	COST CODE	AMOUNT ORDERED	AMOUNT RECEIVED
01	0002	300		30000	6469			396,245.00	

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

Department Head or Authorized Employee

Invoice #

DATE

NEW ADDRESS 3/02

Note: Rec'd from Erika on 01/03/07

LINE NO.	FILL IN QUANTITY RECEIVED	DESCRIPTION	UNIT PRICE	AMOUNT RECEIVED
----------	---------------------------	-------------	------------	-----------------

001	1	CONTR BOARD OF SUPERVISOR'S 12/5/06 APPROVAL OF AGREEMENT NO. 06-360065) INCLUDING THE WIDENING OF DAVIS ROAD TO FOUR LANES BETWEEN BLANCO ROAD AND RESERVATION ROAD IN MONTEREY COUNTY.	396,245.00	396,245.00
-----	---	--	------------	------------

AT 10741 WITH LSA ASSOCIATES INCORPORATED FOR PROVIDING ENVIRONMENTAL SERVICES FOR THE DAVIS ROAD BRIDGE REPLACEMENT PROJECT (CO. NO. 208) AT SALINAS RIVER, FEDERAL AID PROJECT NO. SAL-5944 (068) (PROJECT NO. 06-360065) INCLUDING THE WIDENING OF DAVIS ROAD TO FOUR LANES BETWEEN BLANCO ROAD AND RESERVATION ROAD IN MONTEREY COUNTY.

ALL SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH TERMS, CONDITIONS AND EXHIBITS OF THE AGREEMENT.

TERM OF THE AGREEMENT 9/1/06 TO 12/31/08 UNLESS SOONER TERMINATED PURSUANT TO THE TERM OF THE AGREEMENT.

THE TOTAL OF THIS PURCHASE ORDER IS NOT TO EXCEED \$396,245.00.

I HEREBY CERTIFY THAT THE COMPUTATIONS ON THIS DOCUMENT AND THE ATTACHED INVOICES ARE CORRECT.

BY DEPUTY AUDITOR

BY AUTHORIZED PURCHASING AGENT

RECEIVING AUTHORIZATION TO DAY

TOTAL TO PAY

396,245.00