

**AMENDMENT NO. 7
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
LSA ASSOCIATES, INC.**

THIS AMENDMENT NO. 7 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and LSA Associates, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on January 4, 2007 (hereinafter, "Agreement") to provide environmental services (hereinafter, "services") for the Davis Road Bridge Replacement and Road Widening Project (hereinafter, "Project") through December 31, 2008 for an amount not to exceed \$396,245; and

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

WHEREAS, Agreement was amended by the Parties on November 5, 2009 (hereinafter, "Amendment No. 2", including Exhibit B-1 – Federal Provisions) to extend the term for sixteen (16) additional months through March 31, 2011 and to revise Exhibit B - Federal Provisions with no increase in the Agreement's not to exceed amount; and

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

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

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

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

WHEREAS, 95% of the Agreement services for the Project have been completed; and

WHEREAS, the Environmental Impact Report (EIR)/Environmental Assessment (EA) for the Project is scheduled for County Board of Supervisors approval on or about June 2016; and

WHEREAS, various regulatory permits are required by regulatory agencies in order to begin construction of the Project; and

WHEREAS, the Parties wish to include the CONTRACTOR's support on regulatory permit acquisitions to the original scope of the Agreement; and

WHEREAS, additional time and funding are necessary; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to June 30, 2017 and to increase the amount by \$40,700 for a total amount not to exceed \$871,495 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 7.

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

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

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A, A-1, A-2 and A-3 in conformity with the terms of this Agreement. The services are generally described as follows: Provide environmental services including support on regulatory permit acquisitions for the Davis Road Bridge Replacement and Road Widening Project.

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

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1, A-2 and A-3, 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 \$871,495.

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

The term of this Agreement is from September 1, 2006 to June 30, 2017, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-3, Scope of Services/Payment Provisions".
5. The "Project Schedule" referenced in Amendment No. 6 to the Agreement, Exhibit A -2 - Scope of Services/Payment Provisions, is hereby amended to include the "Project Schedule" referenced in Amendment No. 7 to the Agreement, Exhibit A-3 – Scope of Services/Payment Provisions, to extend through June 30, 2017, to conform to the amended term of the Agreement.
6. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Project name and associated Purchase Order (PO) number, and an original hardcopy shall be sent to the following:

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

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

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 7 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Date: _____

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

By: Mary Grace Perry
Mary Grace Perry
Deputy County Counsel

Date: May 26, 2016

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 5-26-16

RISK MANAGEMENT

Approved as to Indemnity and Insurance Provisions

By: [Signature]
Risk Management

Date: 5-27-16

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

LSA Associates, Inc.
Contractor's Business Name

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

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

Date: May 18, 2016

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

Its: Firoz Samal, CFO
(Print Name and Title)

Date: May 18, 2016

EXHIBIT A-3 -- SCOPE OF SERVICES/PAYMENT PROVISIONS

LSA

LSA ASSOCIATES, INC.
285 SOUTH STREET
SUITE P
SAN LUIS OBISPO, CA 93401

805.782.0745 TEL
805.782.0796 FAX

BERKELEY
CARLSBAD

FRESNO
IRVINE
PALM SPRINGS

PT. RICHMOND
RIVERSIDE
ROCKLIN

May 4, 2016

Enrique Saavedra, P.E.
Senior Civil Engineer
County of Monterey, Department of Public Works
168 W. Alisal Street, 2nd Floor
Salinas, CA 93901

Subject: Proposal to Prepare Regulatory Permit Packages for the Davis Road Bridge
Replacement and Road Widening Project

Dear Enrique:

Based on analysis and conclusions of the Draft Environmental Impact Report/Environmental Assessment (EIR/EA) and associated technical studies, the Davis Road Bridge Replacement and Road Widening Project (Project) requires the following regulatory permits before construction of the Project can begin: 1) Nationwide Permit for Section 404 of the Clean Water Act (CWA) from the Army Corps of Engineers (Corps), 2) Lake or Streambed Alteration Agreement for Section 1602 of the California Department of Fish and Game Code from the California Department of Fish and Wildlife (CDFW), and 3) Water Quality Certification for Section 401 of the CWA from the California Regional Water Quality Control Board (RWQCB).

LSA Associates, Inc. (LSA) has staff with extensive experience preparing regulatory permits and is available to prepare the aforementioned permit packages on behalf of the County once the Final Environmental Impact Report/Environmental Assessment has been approved.

SCOPE OF WORK

LSA proposes to complete the tasks for the permitting phase of the Project described below

Task 1: Section 404 Nationwide Permit

LSA will prepare a Nationwide Permit application for Section 404 of the CWA for the Project. Based on the Jurisdictional Delineation prepared for the project which was submitted to the Corps for verification on June 4, 2014, project implementation would result in temporary and permanent impacts to wetlands and waters of the U.S. Project impacts would be less than one half acre (0.50 acre) and would therefore be permitted under the Nationwide Permit Program. It is assumed that the Project would be authorized under Nationwide Permit 14, Linear Transportation Projects. A conceptual mitigation and monitoring plan will be prepared for submittal with the permit application. The mitigation and monitoring plan will describe how the impacts to jurisdictional areas will be mitigated and how the mitigation will be monitored to demonstrate that the mitigation was successful. This plan also will be suitable for submittal with the Section 401 and Section 1602 permits.

S:\4\16 (P:\MOC0602A - Davis Road Bridge\Project Management\Permitting Scope\Davis Road Bridge Permitting Proposal_5.4.16.docx)

PLANNING | ENVIRONMENTAL SCIENCES | DESIGN

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

LSA ASSOCIATES, INC.

Task 2: Section 1602 Lake or Streambed Alteration Agreement

LSA will prepare a Lake or Streambed Alteration Agreement application for Section 1602 of the California Department of Fish and Game Code for the Project. The agreement application will include a notice of determination showing California Environmental Quality Act (CEQA) compliance, Project plans, and a check in an amount to be determined by the extent of impact. The County will be responsible for filing fees associated with the Lake or Streambed Alteration Agreement for the Project.

Task 3: Section 401 Water Quality Certification

LSA will prepare a Water Quality Certification application for Section 401 of the CWA for the Project. The application will include a copy of the Section 1602 Streambed Alteration Agreement, a copy of the Nationwide Permit, a copy of the delineation of jurisdictional waters, a notice of determination showing CEQA compliance, and a check for the application fee. The County will be responsible for filing fees associated with the Water Quality Certification for the Project.

Task 4: Agency Coordination

LSA will coordinate¹ with environmental regulatory agency representatives and prepare permit applications in signature ready format. A maximum of 16 hours of senior staff's time will be allotted for agency coordination. Upon the County's signature, LSA will submit permit applications to the respective agencies and coordinate with those agencies to ensure that the applications are complete, provide additional information if requested, discuss Project measures to avoid or minimize impacts and/or additional permit conditions recommended for permit approval. During their review, should any of the agencies modify or recommend additional conditions from those specified on the permit applications, LSA will work with the County and the agencies to finalize the permit conditions. The County is responsible for payment of all filing fees.

Task 5: Project Management

LSA senior staff will provide oversight and management for this task. This task will include review of all documents by senior staff prior to release to the client and permitting agencies, tracking of budgets, and overall quality control.

COST ESTIMATE

LSA proposes to conduct the services described in the Scope of Work above for the amount shown in the table below. Task budgets are estimates and costs may be shifted between tasks while keeping within the overall budget.

¹ Section 7 consultation for this project is expected to be conducted between Caltrans and the U.S. Fish and Wildlife Service and the National Marine Fisheries Service.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

LSA ASSOCIATES, INC.

Task	Cost
Task 1: Section 404 Nationwide Permit	\$18,000
Task 2: Section 1602 Lake or Streambed Alteration Agreement	\$7,500
Task 3: Section 401 Water Quality Certification	\$7,500
Task 4: Agency Coordination	\$3,500
Task 5: Project Management	\$4,000
LABOR SUBTOTAL	\$40,500
Reimbursables	\$ 200
(Does not include agency filing/application fees)	
Total	\$40,700

PROJECT SCHEDULE

The schedule for completing projects identified in the Scope of Work is shown in the table below.

Task	Estimated Time from NTP
County to Provide Notice to Proceed	
Task 1: Section 404 Nationwide Permit	
LSA to submit draft document to County	4 weeks ¹
County to provide review comments	2 week
LSA to submit final document to the Corps	1 week
Task 2: Section 1602 Lake or Streambed Alteration Agreement	
LSA to submit draft document to County	4 weeks ¹
County to provide review comments	2 week
LSA to submit final document to CDFW	1 week
Task 3: Section 401 Water Quality Certification	
LSA to submit draft document to County	4 weeks ¹
County to provide review comments	1 week
LSA to submit final document to RWQCB	1 week
Task 4: Agency Coordination	On-going
Task 5: Project Management	On-going

¹ = Preparation of draft permit applications under Tasks 1-3 will occur concurrently.

We look forward to working with you on the permitting phase of this Project. Please let us know if you have any questions.

Sincerely,

LSA ASSOCIATES, INC.



Pam Reading
Project Manager

Cc: Rob McCann, LSA

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Davis Road Bridge Replacement and Road Widening
Regulatory Permitting Budget

May 2016

LABOR COSTS												
LSA												
	Hourly Rate	Principal-Environmental	Rob McCann	Associate-Environmental	Ram Reading	Senior Environmental Planner	Laurel Kravics	Assistant Environmental Planner	Alexandra Florini	Principal Biologist	Tim Lacy	Associate Biologist
		\$200	\$130	\$105	\$80	\$145	\$105	\$80	\$105	\$105	\$100	\$80
Task 1 Section 404 Nationwide Permit		4	15	40	8	14	16	20	5	\$17,900	\$100	\$18,000
Task 2 Section 1602 Lake or Streambed Alteration Agreement		2	11	30	5	4	0	8	4	\$7,500	\$0	\$7,500
Task 3 Section 401 Water Quality Certification		2	11	30	5	4	0	8	4	\$7,500	\$0	\$7,500
Task 4 Agency Coordination		2	8	7	0	9				\$3,480	\$20	\$3,500
Task 5 Project Management		2	16	107	18	41	16	36	13	\$3,930	\$70	\$4,000
	Subtotals	12	61	107	18	41	16	36	13	\$40,310	\$190	\$40,500
TOTAL COST												\$40,500

Reimbursables

\$200

TOTAL COST IN LABOR AND REIMBURSABLES:

\$40,700

Services provided under this Amendment No. 7 to this Agreement shall not exceed \$40,700. The total amount of this Agreement shall not exceed the sum of \$871,495.