

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
TRC ENGINEERS, INC.**

THIS AMENDMENT NO. 3 to Professional Services Agreement No. A-12657 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and TRC Engineers, 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 Professional Services Agreement No. A-12657 with County on March 11, 2015 (hereinafter, "Agreement") to provide bridge design services (hereinafter, "services") for the Bradley Road Bridge Scour Repair, County Bridge No. 448 (hereinafter, "Project") through March 10, 2018 with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$495,247; and

WHEREAS, Agreement was amended by the Parties on August 18, 2015 (hereinafter, "Amendment No. 1" including Exhibit A-1, Revised Rate Schedule) to update the Rate Schedule, effective March 10, 2015, with no extension to the term and with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on March 8, 2018 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through March 10, 2019 with no increase in the not to exceed amount; and

WHEREAS, indemnification provisions of the Agreement require an update; and

WHEREAS, County has a continued need for services beyond the anticipated five (5) year Agreement term allowed per Request for Qualifications (RFQ) #10490; and

WHEREAS, County has a continued need for services; and

WHEREAS, CONTRACTOR's Rate Schedule requires an update effective March 11, 2019; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to address additional environmental requirements, and increase coordination and implement changes as required by the United States Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS); and

WHEREAS, the Parties wish to further amend the Agreement update the indemnification provisions of the Agreement, to update the Rate Schedule, effective March 11, 2019, to extend the term for approximately thirty-four (34) additional months to December 31, 2021, and to increase the dollar amount by \$257,126 for a total amount not to exceed \$752,373 to allow CONTRACTOR

Amendment No. 3 to Professional Services Agreement No. A-12657
TRC Engineers, Inc.
Bradley Road Bridge Scour Repair, (RFQ #10490)
RMA- Public Works, Parks and Facilities
Term: March 10, 2015 – December 31, 2021
Not to Exceed: \$752,373

to continue to provide services identified in the Agreement and as amended by this Amendment No. 3:

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

1. Amend the first sentence of Paragraph 1, "Services to be Provided", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A and A-2 in conformity with the terms of this Agreement.

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

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A and A-2, 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 \$752,373.

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

The term of this Agreement is from March 10, 2015 to December 31, 2021, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", to delete "Exhibit A-1 - Revised Rate Schedule" and add "Exhibit A-2 - Scope of Services/Payment Provisions".

5. Amend Section 8.2, "Indemnification for Design Professional Services Claims", of Paragraph 8, "Indemnification", to read as follows:

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

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6. In all places within the Agreement, any reference to "Exhibit A-1 – Revised Rate Schedule" is hereby replaced with the Revised Rate Schedule, effective March 11, 2019, in "Exhibit A-2 – Scope of Services/Payment Provisions".
7. The "Project Schedule" referenced in the Agreement, Exhibit A - Scope of Services/Payment Provisions, is hereby amended to extend through December 31, 2021, to conform to the amended term of the Agreement.
8. 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 Multi-Year Agreement (MYA) number #3000*1582, Project Name and associated Purchase Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us:

County of Monterey
Resource Management Agency (RMA) - Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the RMA Finance Division at (831) 755-4800 or via email to: RMA-Finance-AP-GP@co.monterey.ca.us.

9. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.
10. This Amendment No. 3 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
11. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____

Contracts/Purchasing Officer

Date: _____

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

By: _____

Mary Grace Perry
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____

Auditor/Controller

Date: _____

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

By: _____

Name: _____

Title: _____

Date: _____

TRC Engineers, Inc.

Contractor's Business Name

By: _____

(Signature of Chair, President or Vice President)

Its: _____

Mark Imbriani, Vice President
(Print Name and Title)

Date: _____

2/7/2019

By: _____

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

Its: _____

GRANT RAYKOVIC, ASST SECRETARY
(Print Name and Title)

Date: _____

2/6/2019

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

Amendment No. 3 to Professional Services Agreement No. A-12657

TRC Engineers, Inc.
Bradley Road Bridge Scour Repair, (RFQ #10490)
RMA- Public Works, Parks and Facilities
Term: March 10, 2015 - December 31, 2021
Not to Exceed: \$752,373

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 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: 3-25-19

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

By: 
Mary Grace Perry
Deputy County Counsel

Date: 2-12-2019

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 2-12-19

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

By: _____

Name: _____

Title: _____

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

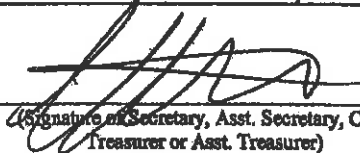
TRC Engineers, Inc.

Contractor's Business Name

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

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

Date: 2/7/2019

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

Its: GRANT RATKOVIC, ASST SECRETARY
(Print Name and Title)

Date: 2/6/2019

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EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

To Professional Services Agreement by and between
County of Monterey, hereinafter referred to as “COUNTY”
and

TRC Engineers, Inc., hereinafter referred to as “CONTRACTOR”
for the

Bradley Road Bridge Scour Repair, County Bridge No. 448, hereinafter referred to as “Project”

Amendment No. 1 - Revised Rate Schedule, effective March 10, 2015.

Amendment No. 2 - Extended term of Agreement by one (1) additional year through March 10, 2019.

Amendment No. 3 – To address additional environmental requirements, develop additional exhibits and increase coordination as well as implement changes required by the United States Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS), implement and environmentally clear western construction access to project site; extend term of Agreement by approximately thirty-four (34) additional months through December 31, 2021; and revise Rate Schedule, effective March 11, 2019.

The Project will result in the implementation of scour countermeasures to protect the substructure of the Bradley Road Bridge over the Salinas River. The CONTRACTOR’s Scope of Services for the Project consists of the following Phases:

Phase 0:	Project Management
Phase I:	Preliminary Engineering and Reports
Phase II:	Final Design
Phase III:	Construction
Phase IV:	Supplemental Services

Based on the results of the consultation with NMFS and USFWS, additional information, exhibits and coordination is required. Relocation and revisions to the complex stream diversions system as well as determination of new impacts must be evaluated. The original design and location of the stream diversion system had detrimental impacts on established Willow Trees. Also, it was determined that the capacity of the streambed diversion system needs to be increased to handle higher potential flows. This has now resulted in implementing a new construction access plan from the west side of the Project. This requires additional design effort as well environmental clearance of this new proposed access plan. The design and implementation of the revised streambed diversion systems will require additional support efforts during the Construction Support Phase. This Amendment No. 3 addresses these conditions placed on the Project by NMFS and USFWS while implementing new strategies to reduce impacts.

PHASE 0: PROJECT MANAGEMENT

0.1 PROJECT MANAGEMENT

Project Management includes the supervision and scheduling of Project staff, review of work prepared by CONTRACTOR and sub-consultants, Project coordination, client liaison and the monitoring of the schedule and the budget. Also included in this task is the preparation of Project reports and attendance at meetings with COUNTY staff to receive input and discuss and review the Project during its critical design periods.

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR will provide additional Project Management, as described above, for work performed under Amendment No. 3.

0.2 PROJECT INITIATION

Upon receipt of a notice to proceed, a Project kick-off meeting will be held to finalize the Project scope, the approach, the goals and the schedule. Items to be addressed include a review of the key issues associated with the Project, a description and clarification of the approach required to respond to these issues, a discussion of potential COUNTY, State and Federal and other permits which may be required for the Project and the verification of the Project milestone dates. CONTRACTOR will provide the COUNTY with a detailed design schedule based on information from the Project kick-off meeting.

0.3 COORDINATION MEETINGS

The CONTRACTOR and selected Team Members will attend coordination meetings and design review meetings with COUNTY staff to facilitate comprehensive input from the COUNTY during the critical design periods. Coordination meetings are anticipated to occur prior to the 35%, 65%, 95% milestones with up to four (4) meetings which are included in this scope.

CONTRACTOR will attend additional coordination meetings, two (2) with County and three (3) with Caltrans, NMFS or USFWS for work performed under Amendment No. 3. Meetings will be held at County offices in Salinas, CA or by conference call. Effort includes preparation of exhibits and summary of decisions for five (5) meetings.

0.4 DESIGN REVIEW MEETINGS

The CONTRACTOR will attend design review meetings with COUNTY staff which will be scheduled to coincide with the completion of the preliminary design, and final design phases.

CONTRACTOR will attend one (1) additional design review meeting for work performed under Amendment No. 3. This meeting is assumed be held via conference call by team members, Caltrans and USFWS and/or NMFS. Effort includes preparation of exhibits.

0.5 CALTRANS LOCAL ASSISTANCE COORDINATION

The CONTRACTOR will support COUNTY staff in the preparation of project documentation as required by the Caltrans Local Assistance Engineer for compliance with the Federal funding requirements. This task includes preparation of exhibits and forms outlined in the Caltrans Local Assistance Procedures Manual for each Project phase; this will include assisting the COUNTY with Requests for Authorization for future phases (Right of Way and Construction) and one (1) round of Exhibit 6D programming updates.

CONTRACTOR will provide additional coordination with Caltrans' Local Assistance for work performed under Amendment No. 3. Work will include efforts to secure the additional funding to cover the costs of the extra design and construction work required by Environmental Resource Agencies.

DELIVERABLES

- Kick-off Meeting, Agenda and Meeting Minutes
- Coordination Meetings, Agendas and Meeting Minutes (four (4) meetings)

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Design Review Meetings, Agendas and Meeting Minutes (two (2) meetings)
- *USFWS, NMFS, Caltrans Coordination Meeting Exhibits and Summary (four (4) meetings)*
- *USFWS/NMFS Design Review Meeting Exhibits and Summary (one (1) meeting)*
- *Exhibit 6D for Highway Bridge Program (HBP) Funding Request*

PHASE I: PRELIMINARY ENGINEERING AND REPORTS

1.1 TOPOGRAPHIC SURVEYING

The COUNTY will provide CONTRACTOR an existing topographic map, an AutoCAD Civil 3D file of the existing ground and bridge structure. The datum used for the Project will be California Coordinate System, Zone 4 in NAD83 datum for horizontal positioning and in NAVD 88 vertical datum for each Project site. Cross sections of the river channels will be provided as requested and will be developed from AutoCAD topo data. The AutoCAD files that include topographical information of the existing ground and bridges will be provided to the CONTRACTOR by the COUNTY. Prior to mobilizing COUNTY Surveyor, a meeting will be held to review requirements of the data collected and may include the need for localized cross sections required to implement potential scour countermeasures.

It is assumed that sufficient topography exists to cover the area proposed for NMFS-required construction work. It is also assumed the topographic surveying of the western access road which currently exists, will not be required.

1.1.1 HYDRAULIC HEC-RAS SOFTWARE CROSS-SECTIONS

The river cross sections and AutoCAD topo data files will be used by the CONTRACTOR to develop a hydraulic model of the river in HEC-RAS in the vicinity of the existing bridge.

1.1.2 TOPOGRAPHICAL PLAN

The topographic map provided to the CONTRACTOR will include the elevation at the beginning and end of each bridge along with spot elevations of any exposed foundations at the bridge.

1.2 HYDROLOGIC AND HYDRAULIC ANALYSIS

1.2.1 PRELIMINARY ASSESSMENT

CONTRACTOR will review available data, including previous studies of the Salinas River, the Federal Emergency Management Agency (FEMA) Flood Insurance Studies (FIS) and Flood Insurance Rate Map (FIRM), and any other information provided by the COUNTY. CONTRACTOR will also review recent Caltrans Bridge Inspection Reports (BIRs) and Plans of Action (POAs) to summarize known scour issues and a proposed POA.

1.2.2 FIELD RECONNAISSANCE

CONTRACTOR will conduct field reconnaissance to assess existing conditions in the vicinity of the Project site, gathering information such as, obvious deficiencies, observed historic flow paths, existing river instability and scour problems, and existing scour countermeasures.

1.2.3 HYDROLOGIC DATA

Existing peak flow information from FEMA or the Monterey County Water Resources Agency

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

(WRA) will be used. Hydrologic analysis will be performed and used by CONTRACTOR if existing hydrologic information is inadequate for hydraulic and scour analysis. To conform to the Federal Highway Administration (FHWA)/Caltrans requirement on hydrologic data, CONTRACTOR will also review and analyze data from the United States Geological Survey (USGS) gaging station (No. 11150500).

1.2.4 HYDRAULIC ANALYSIS

CONTRACTOR will perform a HEC-RAS hydraulic analysis to determine the in-bank, 2-year, 10-year, 20-year, 50-year, and 100-year flow characteristics, including water surface elevations (depths) and velocities. The 100-year and 50-year information is for checking the freeboard criteria from FHWA/Caltrans, FEMA, and COUNTY. The 100-year flow depth and velocity will be used for scour analysis and countermeasure design. The 2-year flow information is important for permitting purposes when coordinating with the United States Army Corps of Engineers (USACE) (ordinary high water) and the National Marine Fisheries Service (NMFS) (fish passage). The 10-year and 20-year flow information will be useful for other planning and maintenance activities.

CONTRACTOR will compare results with any analysis performed by Caltrans.

CONTRACTOR will also prepare reports and analysis required by the Monterey County WRA to comply with applicable COUNTY regulations relating to floodway encroachments.

CONTRACTOR will perform additional hydrologic calculations to estimate the bypass flow during construction and to calculate the size of the culverts for the estimated bypass flow. CONTRACTOR will also perform additional hydraulic analysis to model the revised stream diversion plan which will be implemented as part of this Amendment No. 3.

1.2.5 SCOUR ANALYSIS

CONTRACTOR will perform a bridge scour analysis to determine the scour potential per the methodology specified in the FHWA's HEC-18 and HEC-23 Manuals.

1.2.6 COUNTERMEASURES DESIGN

CONTRACTOR will evaluate the need for countermeasures for bridge local scour and long-term river instability. CONTRACTOR will prepare the matrix describing the various countermeasures per the guidelines in FHWA's HEC-23 Manual. CONTRACTOR will make sure the design is feasible, constructible, and have minimal environmental impact.

1.2.7 DESIGN HYDRAULIC STUDY REPORT

CONTRACTOR will prepare a Design Hydraulic Study Report for the Project to summarize the recommendations and results from the hydraulic and scour analyses at the bridge. The report will include a proposed POA. CONTRACTOR will be responsible for all bridge structural design recommendations.

CONTRACTOR will prepare a Location Hydraulic Study Memo with Floodplain Evaluation Summary forms to document the investigation and determine the specific impacts to the floodplain.

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

DELIVERABLES

- Bridge Design Hydraulic Study Report (Draft and Final, PDF and three (3) copies)
- Location Hydraulic Study Memo (Draft and Final, PDF and three (3) copies)

1.3 GEOTECHNICAL INVESTIGATION

The existing bridge has scour mitigation required between Piers 16-19 (revised numbering of 7-10). This work will require a certain level of foundation repair including constructing protection for the pier supports. A limited geotechnical investigation is proposed at this time. This investigation will include collecting subsurface data from the vicinity of the impacted bents and providing design recommendations for the elements of repair such as sheet piles or footing retrofit.

The CONTRACTOR will prepare a Geotechnical Investigation Report required for the bridge foundation work. It is assumed that a Geotechnical Design and Materials Report will not be required since the majority of the work will relate to the bridge foundations.

CONTRACTOR will revise and update Foundation Report as well as include recommendations and language for installation of sheet piling for revised diversion system.

1.3.1 RESEARCH AND DATA COLLECTION

Review of readily available geologic and soil literature in the vicinity of the site including review of any as-built drawings and existing Log of Test Borings (LOTB), if any.

Permits/Underground Service Alert (USA) Clearances: Perform a site reconnaissance to review project limitations and mark the boring locations for utility clearance. Notify USA at least forty-eight (48) hours prior to field work as required by law.

1.3.2 FIELD EXPLORATION

Two (2) borings are proposed in the vicinity of Pier 16 and Pier 18 to handle Piers 16-19 (revised numbering of 7-10). These borings can be drilled from the river bed (as it is dry) or from the bridge deck which will require closure. Drilling from the bridge is not included in the base cost estimate. In either case a California Department of Fish and Game (CDFG) permit will be required. The approximate boring depth will be eighty feet (80') to account for the possibility of driving sheet piles. The boring locations will depend upon the available access through the private right-of-way into the river bed or lane closure conditions. Drilling through the deck will require at a minimum one (1) lane closure with one (1) lane control. The deck will have to be cored through and repaired back using counter sunk cores (rebar) and quick set concrete. The option of drilling through the deck of the bridge is not included in the base cost estimate. The type of rig used will depend upon the access. COUNTY will secure rights-of-entry to private right-of-way and facilitate access through the fence.

Classify and continuously log subsurface soil conditions encountered in the test boring at the time of drilling. Obtain "relatively undisturbed" and bulk samples of substrata from test boring. The borings will be drilled and capped with cement grout. Drilling spoils will be disposed of in the field, however they will not be allowed to be left in the river bed and therefore will be placed outside near the roadway shoulder.

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

1.3.3 LABORATORY TESTING

Perform laboratory tests on representative soil samples such as in-place moisture and density, unconfined compression, direct shear strength tests, gradation distribution, corrosion, Plasticity Index tests as necessary.

1.3.4 SOILS ANALYSIS/EVALUATION

Perform engineering analyses and develop design recommendations for the proposed foundation retrofit. It is anticipated that the proposed mitigation may include sheet piles and concrete cap for the pier protection. Seismic retrofit of the bridge is not included in the CONTRACTOR's Scope of Services. Any retrofit or reconstruction of the footings is also not included in this Scope of Services. If footings have to be reconstructed as part of the scour mitigation additional design work may be required.

1.3.5 PREPARE DRAFT FOUNDATION REPORT/MEMO

Prepare preliminary recommendations for foundations. A Foundation Memo will be provided to assist structure type selection (if any).

1.3.6 PREPARE FINAL FOUNDATION REPORT

Prepare detail report including Project Description, discussion of field and lab testing programs, comments on regional geology, site engineering seismology, peak ground acceleration and Acceleration Response Spectra (ARS) design curve per Caltrans Seismic Design Code (SDC v. 1.7) and ARS online, sheet pile foundation, discussion on constructability consideration, recommendations of lateral earth pressures (active and at-rest), and comments on corrosion potential.

The deliverables will include Draft Foundation Report/Memo with LOTB sheet to be included in the contract drawings in accordance with Caltrans Foundation Report preparation guidelines.

1.4 UTILITY COORDINATION

COUNTY and CONTRACTOR agree that all new or relocated facilities will be designed and constructed by the owners of those utilities.

The CONTRACTOR will prepare Utility A letters for COUNTY placement on their letterhead and mailing to each utility company requesting maps of their existing facilities in the vicinity of the site. COUNTY will provide copies of the Utility A letters sent to the various utility owners within the Project limits, and the response information received from each owner. When design is approximately 60% complete, CONTRACTOR will prepare Utility B letters and submit copies, hard copy and computer disk, to the COUNTY Project Manager for transmittal to recipients on COUNTY letterhead. COUNTY will forward to CONTRACTOR a copy of Utility B letters sent and of all correspondence received. For utilities owned or maintained by COUNTY, the COUNTY Project Manager will forward the Utility B letters to the appropriate COUNTY staff member, and send a copy of the transmittal to CONTRACTOR. CONTRACTOR will then correspond directly with the identified COUNTY staff member. Utility C letters will be prepared by CONTRACTOR and likewise sent to the COUNTY for distribution upon submittal of the Draft Plans, Specifications and Estimate (PS&E).

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

1.5 RIGHT-OF-WAY ENGINEERING

Work is anticipated to be confined to within the existing COUNTY right-of-way. The CONTRACTOR will identify temporary construction easements required for access during construction for inclusion on the Area of Potential Effect (APE) map and prepare plats for required easements for COUNTY's use. Additional Right-of-Way Engineering is not a part of this Contract and will require an amendment if conditions change and engineering and acquisition is required.

CONTRACTOR will review additional existing right of way information and develop additional right of way need exhibits for development of additional temporary construction easements based on revised access plan.

1.6 RIGHT-OF-WAY ACQUISITION

COUNTY and CONTRACTOR agree that all right-of-way acquisition activities will be performed by the COUNTY. The COUNTY will prepare all legal descriptions and exhibits for right-of-way acquisitions and construction easements and will perform all appraisal and acquisition activities. COUNTY will also set all right-of-way monuments for the Project and prepare Record of Survey maps.

1.7 ENVIRONMENTAL DOCUMENTS

Based on information provided in the Request for Proposals (RFP) and accompanying Preliminary Environmental Studies (PES) forms provided by Caltrans, the following work program will be used to complete the technical studies and environmental documentation pursuant to the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) Regulations and Guidelines.

Additional environmental work will be conducted under Task 1.7 for work performed under Amendment No. 3. CONTRACTOR will develop exhibits, review and comment on technical studies produced under Task 1.7 for work performed under Amendment No. 3.

1.7.1 PROJECT INITIATION AND PROJECT DESCRIPTION

1.7.1.1 KICK-OFF MEETING WITH PROJECT TEAM/FIELD REVIEW

CONTRACTOR will attend one (1) on-site Project kick-off meeting with the COUNTY and Caltrans. The purpose of the meeting will be to conduct a general reconnaissance of the Project with the COUNTY, Caltrans and CONTRACTOR in order to reconfirm the information provided in the March 24, 2010 PES, to assess existing environmental conditions, and discuss any potentially significant impacts associated with the Project.

Additional effort is included to kick off the tasks of revising the Initial Study/Mitigated Negative Declaration (IS/MND) and associated Technical Study Addendums and Supplemental Reports to reflect the new water diversion design and footprint.

1.7.1.2 COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS

CONTRACTOR will coordinate with the COUNTY and Caltrans, and other agencies as necessary, to complete the technical reports and environmental documentation and identify any

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

necessary Federal, State or local permitting requirements associated with the Project.

Additional effort is included to coordinate with responsible/cooperating agencies and other stakeholders during the process of preparing the Technical Study Addendums and Supplemental Reports, revising the IS/MND, and preparing the regulatory permitting packages to reflect the new water diversion design and footprint.

1.7.1.3 PROJECT DESCRIPTION

CONTRACTOR will prepare a thorough Draft Project Description to be used in the technical reports and environmental documents. The Project Description will include details about the proposed Project including information on the purpose of the Project, the environmental setting, the maximum physical footprint of Project components, construction access and staging, and other essential details. CONTRACTOR will work closely with the COUNTY to ensure the Project Description provides a level of detail appropriate for the technical reports and the environmental documents. The Draft Project Description will be reviewed by the COUNTY and a final version deemed acceptable for the NEPA and CEQA documents will be prepared in response to COUNTY comments.

Additional effort is included to revise the project description to reflect the new water diversion design and footprint.

1.7.2 PREPARATION OF DRAFT TECHNICAL STUDIES

CONTRACTOR will prepare the required technical reports for the Project, which will provide support for environmental documentation pursuant to both NEPA and CEQA. Based on the preliminary evaluation of the Project as described by Caltrans in the PES as well as CONTRACTOR's independent field review of the Project site, the appropriate NEPA document would be a Categorical Exclusion (CX) under Section 6004, 23 CFR 771.117 (d)(3). The CX would satisfy the FHWA requirements for NEPA. The appropriate CEQA document would be a Categorical Exemption (CE). The Scope of Services and budget are based on two (2) 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. For each draft and final document, the following deliverables will be provided:

DELIVERABLES

- One (1) electronic copy in Microsoft (MS) Word
- One (1) PDF, and
- Two (2) hard copies of the Draft and Final Technical Reports

1.7.2.1 NATURAL ENVIRONMENT STUDY (NES)

CONTRACTOR will prepare an NES to evaluate the biological resources present or potentially occurring in the proposed Project area and determine Project effects to those resources. The key objective of the evaluation will be to identify any special-status plant or animal species, jurisdictional wetlands, or sensitive habitats that may be affected by the Project.

Based on an initial site visit to the Project location, the existing bridge structure provides cliff swallow (*Petrochelidon pyrrhonota*) nesting habitat and suitable day and/or night roosts for bats,

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

including pallid bats (*Antrozous pallidus*), a California species of special concern. In addition, a variety of bird species likely use the riparian woodland in the Project area for nesting.

Research/Coordination

CONTRACTOR will request a list of special-status species for the project area from the United States Fish and Wildlife Service (USFWS) and will query the California Natural Diversity Database (CNDDDB) and California Native Plant Society (CNPS) Online Database. As part of this process, CONTRACTOR will informally coordinate with the California Department of Fish and Wildlife (CDFW) and/or the USFWS, as necessary, regarding the potential presence of special-status species within or immediately adjacent to the Project area.

Field Survey

CONTRACTOR will conduct a general field survey to map plant communities, assess habitat conditions, and evaluate potential impacts to special status biological resources resulting from the Project. During this survey, CONTRACTOR will inspect the existing bridge for any evidence of use by bats as well as swallows or other nesting birds. Trees required to be removed during construction will be identified and mapped.

This Scope of Services does not include special-status plant or focused wildlife surveys. The evaluation will focus on known species occurrences and an analysis of the existing habitat within the Project area to assess impacts to these resources.

Documentation

The results of the field survey will be documented in an NES prepared in accordance with the most recent Caltrans' Guidance. The NES will include a discussion of plant communities present in the Project area, as well as a discussion of common plant and animal species occurring (or expected to occur) in the Project area based on the communities present. A generalized vegetation map will be prepared showing plant community types, as well as the locations of any sensitive biological resources identified.

The NES will include an assessment of Project impacts on the biological and wetland resources present and recommend avoidance, minimization, and mitigation measures where appropriate.

The NES will also include a discussion of how the Project will comply with the Federal laws, acts, and Executive Orders (EOs) including, but not limited to:

- EO 13112: Invasive Species
- EO 11990: Protection of Wetlands
- EO 11988: Floodplain Management
- Migratory Bird Treaty Act (MTBA)
- Section 7 of the Federal Endangered Species Act (FESA)

Additional effort is included to conduct update CNDDDB, CNPS, USFWS and NMFS species lists, identify the expanded Biological Study Area (BSA), conduct a site visit to survey biological resources within the expanded BSA, conduct protocol rare plant surveys within the expanded BSA, conduct a tree survey within the expanded BSA to document the type and size of trees, prepare an Addendum to the tree report to discuss potential tree impacts resulting from the revised water diversion, prepare an Addendum to the approved Natural Environment

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Study (NES) with information pertaining to the revised water diversion plan, updated existing setting information relative to the expanded BSA, and an impact analysis for the expanded BSA.

1.7.2.2 JURISDICTIONAL DELINEATION (JD)

Field Survey

CONTRACTOR will conduct a wetland delineation of the Project area to determine any areas potentially subject to regulation by the USACE and/or the Central Coast Regional Water Quality Control Board (CCRWQCB). The delineation will be conducted in accordance with the USACE Arid West Regional Supplement to the Wetland Delineation Manual (September 2008). Riparian areas within CDFW jurisdiction will also be delineated.

The fieldwork will be conducted concurrently with the general field survey as part of the NES effort.

Documentation

The results of the delineation field work will be documented in a letter report that will include a discussion of methods and results, the completed wetland data forms, location and vicinity maps, and a preliminary delineation map showing the limits of all potential waters of the United States (US) and the CDFW jurisdictional areas within the Project area. The delineation report will be submitted to the USACE for verification with a request for a Preliminary Jurisdictional Determination in accordance with Regulatory Guidance Letter 08-02.

Note that all findings should be considered preliminary until verified by the USACE. For purposes of this Scope of Services, CONTRACTOR has assumed that the delineation will be verified as part of this Scope of Services, resulting in a verified delineation that can be submitted with the wetland permits applications.

1.7.2.3 BIOLOGICAL ASSESSMENT (BA)

Based on a preliminary review of the CNDDB, steelhead – south/central California coast Distinct Population Segment (DPS) (*Oncorhynchus mykiss irideus*), are known to occur in the Salinas River within the Project area and there are recent records of least Bell's vireo (*Vireo belli pusillus*) from the riparian woodland in this area. The research and fieldwork conducted under the NES effort will determine the potential for California red-legged frog (CRLF) (*Rana draytonii*) to occur in this area. These species are listed as threatened or endangered under FESA. The section of the Salinas River within the Project area is within designated critical habitat for steelhead.

Field Survey

The fieldwork conducted as part of the NES and wetland delineation efforts will also serve as the field survey for the BA. No additional fieldwork is anticipated.

Documentation

Based on the potential for federally listed species to occur within the Project area, CONTRACTOR will prepare a BA in accordance with the most recent Caltrans guidance to evaluate Project effects to federally listed species and critical habitat, as well as identify

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appropriate avoidance and minimization measures. In regard to avoidance and minimization measures for CRLFs, CONTRACTOR will reference the Programmatic Biological Opinion between the USFWS and Caltrans (dated May 4, 2011). If it is determined that the Project may adversely affect federally listed species, Caltrans will use the BA to facilitate Section 7 consultation with the NMFS regarding steelhead and USFWS regarding least Bell's vireo and CRLF.

Additional effort is included to prepare an Addendum to the existing Biological Assessment (BA) for Caltrans to use to facilitate communication with NMFS and the USFWS regarding the changes to the Engineers' approach to accessing the scour repair locations in the river.

1.7.2.4 CULTURAL RESOURCES

CONTRACTOR will conduct cultural resource studies that are needed for the COUNTY and Caltrans to address requirements of Section 106 of the National Historic Preservation Act (NHPA), NEPA, CEQA, and the Caltrans 2014 First Amended *Programmatic Agreement Among The FHWA, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance With Section 106 of the NHPA, as it Pertains to the Administration of the Federal Aid Highway Program in California*.

The Bradley Road Bridge (No. 44C0050) is listed in the Caltrans Statewide Bridge Inventory as "Category 5," meaning that it is not eligible for listing in the National Register of Historic Places. Therefore, it will not require any additional study or documentation prior to its replacement.

Based on a preliminary review of the Project area, it is not anticipated for there to be any built environment (i.e., architecture) issues related to potential construction effects. Therefore, no architectural study appears to be warranted.

CONTRACTOR will prepare an Area of Potential Effects (APE) map and conduct the following cultural resources identification tasks needed to prepare an Archaeological Survey Report and Historic Property Survey Report.

APE Map

CONTRACTOR will prepare an APE map to Caltrans standards.

Additional effort is included to revise the APE map to Caltrans standards to reflect the expanded project impact area and footprint.

Research and Field Investigation

A records search will be conducted at the Northwest Information Center of the California Office of Historic Preservation's California Historical Resources Information System. A literature review of archaeological, ethnographic, historical, and environmental publications and maps at historical archives and CONTRACTOR will be done. The records search and literature review will identify previously recorded or otherwise known cultural resources and previous cultural resource studies of or adjacent to the APE.

A review of cultural resource inventories to identify cultural resources that may be listed within

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or adjacent to the APE. Relevant listings are the *California Inventory of Historic Resources*, *Five Views: An Ethnic Sites Survey for California*, *California Historical Landmarks*, *California Points of Historical Interest*, *National Historic Landmarks*, and the *Directory of Properties in the Historic Property Data File* which contains the listings of the National Register of Historic Places and the California Register of Historical Resources. If available, appropriate COUNTY listings will be reviewed.

CONTRACTOR will contact the Native American Heritage Commission in Sacramento for (1) a review of the Sacred Lands File to determine if the APE contains any listed sites, and (2) a list of Native American contacts who may have concerns about the APE. Local Native Americans on that list will be contacted by letter and follow-up telephone calls, as necessary, to inquire about any concerns or information they may have.

CONTRACTOR will contact the Monterey County Historical Society for any information or concerns they may have about the APE.

CONTRACTOR will conduct an archaeological field survey of the APE.

Additional effort is included to conduct an additional records search and pedestrian survey of the expanded APE.

Documentation

CONTRACTOR will prepare a Historic Property Survey Report (HPSR) and an Archaeological Survey Report (ASR) per Caltrans standards. A preliminary archaeological sensitivity assessment will be included in the ASR.

Additional effort is included to prepare a supplemental Archaeological Survey Report and Historic Property Survey Report to reflect the revised APE and expanded impact area.

1.7.2.5 GEOLOGY

CONTRACTOR will incorporate the geologic setting and geologic hazards analysis from the Foundation Report developed in Task 1.8 into the draft technical studies for the Environmental Document (ED).

1.7.2.6 HAZARDOUS MATERIALS

The PES for the Project included a finding that there is no potential for presence of hazardous materials and/or hazardous wastes within or immediately adjacent to the construction area. Therefore, an Initial Site Assessment (ISA) is not proposed for the Project.

1.7.2.7 HYDROLOGY AND WATER QUALITY

Construction activities may lead to water quality impacts. CONTRACTOR will prepare a Hydrology and Water Quality Memorandum that discusses watershed characteristics, groundwater hydrology, regulatory requirements, pollutants of concern, and receiving waters conditions, objectives, and beneficial uses. The memorandum will describe how potential water quality impacts will be minimized, including engineering controls and Best Management Practices (BMPs) that will be implemented in a Storm Water Pollution Prevention Plan (SWPPP). Information about engineering controls, BMPs, disturbed soil area, and new

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impervious surface area will be provided by the CONTRACTOR and incorporated into the memorandum. Any impacts identified in the Floodplain Studies will also be included. The Water Quality section of the NES will also address potential short term and long term impacts to water quality from construction and Project operation.

Additional effort is included to prepare an Addendum to the Hydrology and Water Quality Memorandum to reflect the updated project description and water diversion design. The Water Quality Memorandum will also be updated to reflect recent regulatory changes, including changes to regulatory language from the Caltrans Water Quality Assessment Report Content and Recommended Format which was revised in October 2017, changes to the beneficial uses and water quality objectives from the Central Coast Regional Water Quality Control Board Basin Plan which was updated in September 2017, and changes to the receiving water impairments from the 2014/2016 California 303(d) List of Impaired Waters which was approved in April 2018. The impact analysis will be updated to reflect changes to the project description and water diversion design, as well as changes to the disturbed soil area, construction schedule, new impervious surface area, and area of 2:1 slopes, and NES.

1.7.2.8 FLOODPLAIN EVALUATION REPORT

The Project area has been identified as being within a base floodplain (100-year) elevation of a watercourse. A Location Hydraulics Study will be prepared by the CONTRACTOR. In addition, a Summary Floodplain Encroachment Report based on the Location Hydraulics Study will be completed by CONTRACTOR. The report formats will follow the Caltrans Standard Environmental Reference Chapter 17-Floodplains and Guidance (September 26, 2012). This Scope of Services presumes that the proposed Project will not cause a significant floodplain encroachment as defined by 23 CFR 650.105 and is not inconsistent with existing watershed and floodplain management programs. This Scope of Services also presumes that the Location Hydraulics Study provided by the CONTRACTOR will contain the requisite information for each alternative as described in Chapter 17 of the Caltrans Standard Environmental Reference and in 23 CFR 650A, Section 650.111 (b) (c). The report will discuss potential impacts for each alternative and recommend mitigation measures related to floodplain encroachment, flood related hazards, natural or beneficial floodplain values, access interruption, and the community floodplain development plan.

1.7.2.9 NOISE

CONTRACTOR will prepare a Technical Noise Memorandum consistent with the Caltrans Traffic Noise Analysis Protocol (May 2011) because the proposed Project is a Type III project. The Technical Noise Memorandum will also evaluate construction noise impact in terms of maximum levels (Lmax) based on typical construction activities and the frequency of occurrence at adjacent noise-sensitive locations. Expected impacts associated with bridge repair activities may include the following: pile driving, demolition, excavation, and bridge work. Analysis requirements will be based on the sensitivity of the area and the COUNTY's Noise Ordinance specifications. Additionally, the CONTRACTOR will confirm that avoidance, minimization and/or mitigation measures to address sensitive receptors in the Project area are consistent with avoidance, minimization and/or mitigation measures prescribed for other technical disciplines such as measures prescribed to address impacts to threatened and endangered species.

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Additional effort is included to prepare an Addendum to the Technical Noise Memorandum to reflect the updated project description and water diversion design.

1.7.3 REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS

After receiving comments on the Draft Technical Studies from the COUNTY (one (1) set of non-conflicting consolidated comments), CONTRACTOR will revise the Draft Technical Studies for review by Caltrans.

Additional effort is included to respond to one (1) set of non-conflicting consolidated comments from the COUNTY on the revised Technical Study Addendums and Supplemental Reports and to revise the Draft Technical Study Addendums and Supplemental Reports based on COUNTY comments and submit to Caltrans for review.

1.7.4 FINAL TECHNICAL STUDIES

After receiving comments on the Draft Technical Studies from Caltrans (one (1) set of non-conflicting consolidated comments), CONTRACTOR will revise and prepare final Technical Studies for Caltrans' signature.

Additional effort is included to respond to one (1) set of non-conflicting consolidated comments from Caltrans on the revised Technical Study Addendums and Supplemental Reports and revise the Draft Technical Study Addendums and Supplemental Reports and prepare final Technical Study Addendums and Supplemental Reports for Caltrans' signature.

1.7.5 PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ENVIRONMENTAL DOCUMENT (ED)

NEPA

According to the PES forms provided as an Exhibit in the RFP, Caltrans has determined that to satisfy the FHWA for NEPA, a CX Determination with required technical studies, under 23 CFR 771.117 activity (d)(3), will be prepared. The PES form also states that Caltrans will prepare the CX with completed and approved environmental technical reports. This approach is consistent with CONTRACTOR's recent Project work with Caltrans District 5. Therefore, this Scope of Services assumes that Caltrans will prepare the NEPA CX supported by the technical documentation prepared by CONTRACTOR.

CEQA

The appropriate level environmental documentation to be prepared for the Project would be a Categorical Exemption (CE) under CEQA.

Section 15300 of the State CEQA Guidelines contains a list of classes of projects that have been determined not to have a significant effect on the environment and that are, therefore, exempt from the provisions of CEQA. The following project class most closely aligns with the Project:

- Class 1 (Section 15301), Existing Facilities, which includes existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities;

For a project to be considered exempt under CEQA, it must also not meet any of the following

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exceptions listed in Section 15300.2:

- (a) **Location.** The project site is environmentally sensitive. For classes 3, 4, 5, 6, and 11, a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant.
- (b) **Cumulative Impact.** None of the CEs apply if significant cumulative impacts will result over time from successive projects of the same type in the same place.
- (c) **Significant Effect.** None of the CEs apply if there is a “reasonable possibility” that significant environmental impacts will result due to “unusual circumstances.”
- (d) **Scenic Highways.** A CE shall not be used for a project which may result in damage to scenic resources, including trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway.
- (e) **Hazardous Waste Sites.** A CE shall not be used for a project located on a site which is included on any listed compiled pursuant to Section 65962.5 of the Government Code.
- (f) **Historical Resources.** A CE shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

Alternatively, assuming none of the exceptions listed above are triggered, the Project may also qualify under the “general rule” exemption in Section 15061(b)(3) of the CEQA Guidelines which states that a project is exempt from CEQA if: “The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.”

Based on CONTRACTOR’s preliminary review of the Project, it does not appear to be located on an environmentally sensitive site. The Project improvements are not located on a State scenic highway. The proposed Project would consist of bridge scour countermeasures to protect existing bridge pier footings within an existing COUNTY right-of-way. The bridge repairs would not result in an increase in vehicle trips or noise, air pollutants, and greenhouse gas emissions over the long term (i.e., the Project would not be capacity enhancing). Short-term construction effects would be minimized through the adherence to local and State policies for construction emissions (e.g., Monterey Bay Unified Air Pollution Control District (MBUAPCD) standard construction measures), vehicle and equipment noise, and standard BMPs in the plans and specifications addressing erosion control and water quality and control of hazardous waste and materials (e.g., equipment fuel). CONTRACTOR’s Scope of Services above assumes no impacts to cultural or historical resources. There is the potential for short-term traffic circulation effects during construction, but it is the CONTRACTOR’s understanding that a plan would be implemented to maintain adequate traffic circulation, as well as existing Public services. A Hazardous Waste ISA is included as part of the proposed Scope of Services. However, at this time, it is presumed that the proposed Project is not located on a hazardous waste site per Government Code 65962. Therefore, CONTRACTOR concludes that the Project may qualify for a CE under CEQA, and CONTRACTOR will prepare a Notice of Exemption (NOE) for use in completing the CEQA CE clearance process.

Following approval of the draft technical reports, CONTRACTOR will prepare an Administrative Draft Environmental Document (ADED).

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Additional effort is included to revise the Administrative Draft IS/MND to reflect the new water diversion design, project footprint, and analysis provided in the Technical Study Addendums and Supplemental Reports.

DELIVERABLES

- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the Draft Environmental Document (DED).

1.7.5.1 CIRCULATE DED FOR PUBLIC REVIEW

After receiving comments on the Administrative Draft IS/MND (one (1) set of non-conflicting consolidated comments from the COUNTY), CONTRACTOR will revise the document and prepare the DED for Public review.

CONTRACTOR will provide the preprint version of the DED to the COUNTY prior to Public circulation of the document. The purpose of submitting this preprint version will be to allow the COUNTY to review the changes to the document, resolve any remaining questions, and verify that the COUNTY is satisfied with the overall DED. After the COUNTY reviews and approves the document for print, the DED will be circulated for Public review.

CONTRACTOR will distribute up to thirty (30) hard copies and sixteen (16) CDs of the document to a distribution list for the Project provided by the COUNTY. CONTRACTOR will provide PDF files to the COUNTY for posting on the COUNTY's website if desired. CONTRACTOR will prepare a Draft Notice of Intent (NOI) and a Public Notice of Availability (NOA) for the Public review DED for COUNTY review and signature. The COUNTY will be responsible for publication of the Public notice in a general circulation newspaper. In addition, CONTRACTOR will file a Notice of Completion (NOC) with the County Clerk and the State Clearinghouse (SCH) to begin the required Public review period.

DELIVERABLES

- Thirty (30) print copies and sixteen (16) CDs with PDF files of the Public review DED (Fifteen (15) CDs for the SCH and one (1) CD for the COUNTY's use in posting on the COUNTY's website);
- Draft NOI, Public NOA, and NOC.

1.7.5.2 RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT

Upon close of the Public review period, CONTRACTOR will review the Public and agency comments on the DED, and will coordinate with the COUNTY to strategize the preparation of the responses to comments. It is anticipated that the Public comments will not be extensive, and therefore, this Scope of Services and budget is based on responding to approximately twenty-five (25) comments on the Project. CONTRACTOR's budget estimate includes a level of effort accordingly, for this task. Should additional labor effort be needed to respond to comments on the DED, CONTRACTOR will obtain authorization of additional budget from the COUNTY prior to any such expenditure.

CONTRACTOR will respond to the comments received on the DED in coordination with the COUNTY and will submit the draft responses to the COUNTY for review.

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1.7.6 FINAL ED

After receiving comments on the Administrative Draft CE (one (1) set of non-conflicting consolidated comments from the COUNTY), CONTRACTOR will revise the document and prepare the Final CE. Revisions to the CE will be identified in track changes/redline in the MS Word file to facilitate subsequent review. Following COUNTY approval of the Final CE, CONTRACTOR will prepare an NOE for use in completing the CEQA CE clearance process and file it with the SCH and the County Clerk. The CONTRACTOR will pay all filing fees associated with noticing for the Project. The CONTRACTOR will be reimbursed by the COUNTY for the filing fee amount required by the agencies.

DELIVERABLES

- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the Final CE.
- One (1) electronic copy in MS Word, one (1) PDF of the NOE.

1.7.7 PERMITTING

CONTRACTOR will identify required environmental permits for Project construction during development of the ED. A preliminary Scope of Services and budget have been provided for the permitting task.

Based on an initial site visit to the project location, it is anticipated that the Project will require the following permits: 1) Nationwide Permit from the USACE for Section 404 of the Clean Water Act (CWA), a Lake or Streambed Alteration Agreement for Section 1602 of the CDFG Code from the CDFW, and a Water Quality Certification for Section 401 of the CWA from the CCRWQCB.

CONTRACTOR will consult with environmental regulatory agency representatives and prepare permit applications in signature ready format. Upon COUNTY signature, CONTRACTOR 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. Should any conditions of the permit application change during agency review, the COUNTY would be responsible for agreeing to and finalizing these permit conditions.

To address potential impacts to listed species, CONTRACTOR will provide Federal consultation assistance. Federal consultation with the USFWS and the NMFS will be initiated by Caltrans as assigned by FHWA as required based on the information provided in the BA. The procedure will be conducted pursuant to the requirements of Section 7 of the FESA. Caltrans will contact the USFWS to confirm the conclusions of the BA regarding the absence of potential habitat for, or avoidance of impact to, Federally Listed Species. If potential habitat for any Federally Listed Species is present, CONTRACTOR will request that Caltrans as assigned by FHWA enter into an informal consultation with the USFWS or NMFS and provide the supporting information, including avoidance measures and adherence to standard protocols and programmatic procedures, to assist the agencies in reaching a determination that any listed species would not be adversely affected by the Project. The Scope of Services includes assistance with informal consultation and the preparation of a mitigation plan.

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1.7.7.1 SECTION 404 NATIONWIDE PERMIT

CONTRACTOR will prepare a Nationwide Permit application for Section 404 of the CWA for the Project. At this time, it is anticipated that the Project would have minimal impacts to wetlands and waters of the United States and would likely be permitted under the Nationwide Permit Program. The extent of jurisdiction under the acts will be determined during a formal jurisdictional delineation of the Project area. If impacts to wetlands or waters of the United States exceed the limits imposed under the Nationwide Permits, then an individual permit will be required. Preparation of an Individual Permit would be completed under a separate scope and budget.

It is expected that the following items will be required for a Nationwide Permit application:

- Verified delineation of jurisdictional waters for Section 404 of the CWA;
- Complete project plans in plan view and cross-section that have been reduced to a size that can fit on an 8 ½" X 11" sheet (for inclusion in the USACE Public Notice);
- NES that identifies endangered species issues related to the Project and the measures proposed to mitigate impacts to special status species;
- Cultural Resources Report. This Scope of Services assumes that a cultural resources study will be completed for the Project by CONTRACTOR. A copy of this study must accompany the USACE Nationwide Permit application.

1.7.7.2 SECTION 1602 LAKE OR STREAMBED ALTERATION AGREEMENT

CONTRACTOR will prepare a Lake or Streambed Alteration Agreement application for Section 1602 of the California Fish and Game Code for the Project. The Agreement application will include a Notice of Determination (NOD) showing CEQA compliance, Project plans for the location of each Project element affecting a waterway, BA report (in the form of an NES) identifying the affected habitats, and a check in an amount to be determined by the extent of impact. The CONTRACTOR will be responsible for filing fees associated with the Lake or Streambed Alteration Agreement for the Project. The CONTRACTOR will be reimbursed by the COUNTY for the fee amount required by the permitting agency.

1.7.7.3 SECTION 401 WATER QUALITY CERTIFICATION

CONTRACTOR 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 issued by the CDFW, a copy of the Nationwide Permit, a delineation of jurisdictional waters, a NOD 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.

1.7.8 MEETING/HEARING ATTENDANCE

CONTRACTOR's Environmental Task Manager will oversee all environmental staff working on the proposed Project and will be responsible for managing the day-to-day activities associated with the proposed Project. Day to day project management responsibilities include regular coordination with the COUNTY and the Caltrans Local Assistance District Office, contract management, oversight of team members, schedule coordination, and development of products. CONTRACTOR will provide the COUNTY Project Engineer with regular updates regarding the status of CONTRACTOR's work, scheduled deliverables, and the status of the overall budget.

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The cost estimate assumes attendance at five (5) meetings including one (1) project kick-off meeting, one (1) site visit/field review with the COUNTY and Caltrans District 5 Local Assistance, one (1) Public information meeting during the preparation of the technical reports and environmental documents, and two (2) progress meetings with the COUNTY.

1.8 35% SUBMITTAL; PRELIMINARY DESIGN AND TYPE SELECTION

1.8.1 PRELIMINARY STRATEGY REPORT

Upon completion of data gathering, investigation and analysis, CONTRACTOR will prepare a Preliminary Strategy Report. The Report will summarize the findings and will recommend the design and improvements for the Project. Upon receiving approval of the countermeasures to be implemented, the CONTRACTOR will confirm the required level of effort for design services to be provided which may require an adjustment to the Project budget. Preliminary plans of all major features of the Project will be provided so that the COUNTY will have a clear understanding of the proposed improvements.

CONTRACTOR will provide a preliminary cost estimate of the proposed improvements. The Preliminary Strategy Report will state if any property acquisition requirements for the work. A meeting will be arranged if necessary.

1.8.2 35% PRELIMINARY PLANS

The Preliminary Design Phase is intended to allow the COUNTY, Caltrans, utility companies and other involved agencies to review and comment upon the basic design concepts early in the process. Plan development will be based upon the strategy recommendations and the configuration of the existing bridge and the existing streambed geometry. CONTRACTOR will develop the Preliminary Plans to establish fundamental elements of the design.

35% DELIVERABLES

- Draft Foundation Report
- Final Foundation Report
- LOTB Plan Sheets
- Plan Set Drawings (11" x 17")
- Title/Index Sheet
- Preliminary Construction Access Plans
- Bridge Repair General Plan
- Preliminary Cost Estimate

PHASE II: FINAL DESIGN

CONTRACTOR will prepare the PS&E for the construction contract for the proposed scour countermeasures. CONTRACTOR fee and Scope of Services assumes the use of Rock Slope Protection as a selected scour countermeasure; however the final design to be implemented will be determined from the engineering studies of the bridge. The anticipated documents include a plan for the bridge, the technical special provision sections, and an Engineer's Estimate of Probable Construction Costs for the design.

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PLAN SHEETS AND DETAILS

The plan sheets will be prepared in AutoCAD. Plans will be prepared in English units and will be consistent with Caltrans' Standard Plans. All plans will be signed by the responsible CONTRACTOR's Engineer (registered in the State of California) in charge of the design, in accordance with the Caltrans Local Programs Manual. Typically, the PS&E will contain the following plan sheets for Scour Projects (the number of sheets will vary depending on the site and the final structure details.) The plan sheets will include the following:

- Title Sheet
- Abbreviations and Legend
- Construction Details
- Traffic Handling and Construction Area Signs
- Utility Location
- Final Grading Plans
- Rock Slope Protection Details

DESIGN SUBMITTALS

Three (3) submittals will be made during the preparation of the Final Design Phase as follows:

- When the documents are 65% complete;
- When the documents are 95% complete; and
- When the final documents are complete.

Each submittal will incorporate the review comments from the previous submittal of the COUNTY's staff as well as those of all other reviewing agencies.

2.1 UNCHECKED DESIGN SUBMITTALS (65% PS&E)

2.1.1 65% COMPLETE PLANS

Based on comments received from the 35% Design Submittal, the CONTRACTOR will advance the design to the point that all major design issues and solutions are represented in the plan documents. Minor details may be missing from the plan set at this milestone, but all plan sheets will be included in this submittal package. The CONTRACTOR team will work with the COUNTY and other agencies to resolve any remaining conflicts between the comments of different reviewers. Upon comment resolution with COUNTY, no further changes will be allowed thereafter and such comments or changes will be deferred until the next submittal or next appropriate meeting.

CONTRACTOR will revise and redesign Streambed Diversion System to meet conditions imposed by USFWS and NMFS in order to minimize impacts. These conditions are contingent for Biological Opinion. CONTRACTOR will also develop new Streambed Diversion System to reflect utilizing a western access point that will dramatically alter design of Streambed Diversion System. These efforts will include hydraulic design, plan detailing, write-up of Streambed Diversion Technical Report, calculation of quantities and summary of findings for the work performed under Amendment No. 3

2.1.2 65% COMPLETE SPECIFICATIONS

CONTRACTOR will prepare a draft version of the technical specifications sections. The technical specifications will cover all major items of work and will reference applicable Caltrans

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

standard specifications, with specific consideration of measurement and payment provisions. The COUNTY will be responsible for the completion of "boilerplate" general and standard provisions related to the construction contract.

2.1.3 65% CONSTRUCTION COST ESTIMATE

The Preliminary Cost Estimate prepared under Task 1.8 will be updated by the CONTRACTOR to reflect the design refinements in the 65% Design Submittal. This will become the 65% Engineer's Estimate of Probable Construction Cost.

CONTRACTOR will update and revise Engineer's Estimate of Probable Construction Cost for the work performed under Amendment No. 3.

2.1.4 MEMORANDUM RESPONSE TO COMMENTS

The COUNTY will submit a "Comments" letter to the CONTRACTOR with the COUNTY Comments to the 35% Design Submittal. The CONTRACTOR will prepare and submit a memo with "Response to Comments" received from the COUNTY's "Comments" to the 35% Design Submittal. A meeting will be held with COUNTY and CONTRACTOR to discuss and resolve the "Comments" and the "Response to Comments" to the 35% Design Submittal.

Changes to the plans and other construction contract documents requested by the COUNTY and agreed to by the CONTRACTOR will be incorporated into the 65% submittal documents.

65% DELIVERABLES

- Plan Set Drawings (11" x 17")
- 65% Engineer's Estimate of Probable Construction Cost (8 1/2" x 11")
- 65% Specifications (8 1/2"x 11")
- Response to 35% Comments Memo

2.2 CHECKED DESIGN SUBMITTAL (95% PS&E)

2.2.1 95% COMPLETE PLANS

Based on comments received from the 65% Design Submittal the CONTRACTOR will advance the design to the point that it is complete and fully checked by CONTRACTOR, and will be represented by the 95% Design Submittal. CONTRACTOR will prepare Checked Plans and submit to the COUNTY, the utility companies and other agencies as identified in the kick-off meeting for final review and comment. The CONTRACTOR will work with the COUNTY and other agencies to resolve any conflicts between the comments of different reviewers by convening a comment resolution meeting to obtain consensus.

CONTRACTOR will provide additional engineering effort to provide 95% Complete Plans, as described above, for work performed under Amendment No. 3.

2.2.2 95% COMPLETE SPECIFICATIONS

The CONTRACTOR will update the technical specifications using COUNTY and Caltrans Standard Specifications. The COUNTY will incorporate them into "boilerplate" legal and contractual provisions of the contract Bid Documents.

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR will provide additional engineering effort to provide 95% Complete Specifications, as described above, for work performed under Amendment No. 3.

2.2.3 95% CONSTRUCTION COST ESTIMATE

The Estimate of Construction Cost will be updated by the CONTRACTOR for use in the Bid Documents using standard COUNTY and/or Caltrans items.

2.2.4 QUALITY ASSURANCE (QA) REVIEW

An internal QA review of the PS&E will be conducted concurrently by the CONTRACTOR with review of the 95% Design Submittal by the COUNTY and other agencies. CONTRACTOR's QA program provides for independent checking of individual tasks as well as an independent review by experienced senior staff. The purpose of this review is to provide oversight to specific project details by professionals who are not closely involved in the design, and to review the constructability, cost effectiveness and completeness of design features relative to the normal standard of professional care.

2.2.5 MEMORANDUM RESPONSE TO COMMENTS

The COUNTY will submit a "Comments" letter to the CONTRACTOR with the COUNTY Comments to the 65% Design Submittal. The CONTRACTOR will prepare and submit a memo with "Response to Comments" received from the COUNTY's "Comments" to the 65% Design Submittal. If the COUNTY deems it necessary, an additional meeting will be held with COUNTY's staff and CONTRACTOR's staff to discuss and resolve the "Comments" and the "Response to Comments" to the 65% Design Submittal.

Minor changes to the plans requested by the COUNTY and agreed to by the CONTRACTOR will be incorporated into the 95% submittal documents. It is understood that reasonable minor changes to the plans and other construction documents will be incorporated into the construction documents.

95% DELIVERABLES

- Plan Set Drawings (11" x 17")
- 95% Engineer's Estimate (8 1/2" x 11")
- Specifications (8 1/2" x 11")
- Response to 65% Comments Memo

2.3 FINAL DESIGN SUBMITTAL (100% PS&E)

2.3.1 100% FINAL PLANS

After COUNTY review of the Checked Design Submittal (95%), CONTRACTOR will prepare the Final Contract Documents in accordance with the COUNTY's instructions, and provide the COUNTY and other agencies the opportunity to review the completed Bid Documents and direct minor revisions.

CONTRACTOR will provide additional engineering effort to provide 100% Final PS&E, as described above, for work performed under Amendment No. 3.

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

2.3.2 MEMORANDUM RESPONSE TO COMMENTS

The COUNTY will submit a “Comments” letter to the CONTRACTOR with the COUNTY’s Comments to the 95% Design Submittal. The CONTRACTOR will prepare and submit a memo with “Response to Comments” received from the COUNTY’s “Comments” to the 95% Design Submittal.

2.3.3 BID DOCUMENTS

After COUNTY’s review of the 100% Final Submittal, any minor final revisions will be incorporated and six (6) sets of Completed Contract Documents will be prepared in accordance with the COUNTY’s instructions. Final Bid Documents will be submitted for signature by COUNTY.

100% DELIVERABLES

- A set of Plans at reduced scale (11” x 17”), signed and dated.
- A full size set of plans (24” x 36”) printed on vellum paper, signed and dated.
- A loose set of final signed specifications.
- A final Engineer’s Estimate.
- CD archive of Project electronic files including PDF of each plan sheet and AutoCAD files.

2.4 BIDDING PERIOD SERVICES

During the bidding period, the CONTRACTOR will prepare responses to any questions regarding the contract documents.

PHASE III: CONSTRUCTION

3.1 CONSTRUCTION SUPPORT

Upon approval by the COUNTY of the construction support proposal, the CONTRACTOR will be available to interpret plans, revise designs, check and approve shop drawings and falsework plans, and make site visits as required during construction.

3.2 AS-BUILT PLANS

CONTRACTOR will prepare As-Built Plans at the conclusion of the construction activities to reflect the as-built construction details.

CONTRACTOR will provide additional engineering effort in Phase III, as described above, for work performed under Amendment No. 3. These efforts will include review of stream diversion submittal, determination of staging and project access as well as coordination on hydraulic flows, supporting efforts with resources agencies.

PHASE IV: SUPPLEMENTAL SERVICES

This supplemental scope and accompanying budget has been provided to the COUNTY as requested to address issues that may arise during the environmental review and assessment process. An overall budget has been provided for use on these supplemental services. Said budget is not adequate to cover all supplemental services, but will be used to cover certain of them as may be required. Upon identification of the need for a supplemental service, CONTRACTOR shall alert COUNTY and request

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

approval to perform the service. Upon receipt of notice to proceed with the service by the COUNTY, CONTRACTOR shall perform the work.

4.1 PUBLIC OUTREACH MEETING

CONTRACTOR will attend a Public scoping meeting, to be scheduled by the COUNTY during the preparation of the environmental technical reports and prior to the start of the environmental documentation phase. CONTRACTOR will prepare meeting notices for distribution by COUNTY. CONTRACTOR will also prepare exhibits to be utilized at this Public meeting. These exhibits will include engineering drawings and concepts in order to discuss the Project with the Public.

A meeting summary report will be prepared by the CONTRACTOR to summarize the issues raised by the Public during the Public meeting. The information gathered at the Public scoping meeting will be used to identify key issues that should be addressed in the ED.

DELIVERABLES

- Meeting Notices
- Exhibits for Public Meeting
- Meeting Summary Report

4.2 BIOLOGY TASKS

This Scope of Services addresses issues that may arise during the environmental review and assessment process (NES and BA) that may require site specific data to conclude with certainty the status of a species in the vicinity of a bridge project and the potential impacts to that species from the proposed Project. In assessing impacts to special status species and sensitive habitats at each of the sites, CONTRACTOR's primary approach will be to use existing data and information (i.e., vegetation types, habitat condition, and geographic range of species) gathered during the site survey to assess the presence and potential impacts to special-status species and habitats. In cases where CONTRACTOR is unable to come to a conclusion regarding a particular species or when there is a disagreement between the COUNTY and the resource agencies regarding the potential impact of a project, CONTRACTOR proposes to gather site specific field data to resolve the issue. Site specific, focused surveys would only be conducted after modifications to the Project area (access roads, staging areas) or construction methods have been reevaluated to avoid or minimize the potential impacts to species and their habitats. For example, if an access road is relocated to avoid a vernal pool, a vernal pool crustacean survey would not be required.

For the Project, CONTRACTOR has identified the additional field work that may be required to assess impacts to special-status species that occur in the vicinity of the bridge. A brief Scope of Services and budget are included for each survey type. Given the prohibitive costs of conducting some protocol level surveys, CONTRACTOR has limited the survey techniques employed to those that would provide useful information and are cost effective to conduct (e.g., aquatic sampling for salamander larvae rather than upland surveys for adult salamanders).

Based on preliminary research of documented and potentially occurring special status biological resources in the vicinity of the Project, the following species specific assessments and surveys may be necessary.

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

4.2.1 SPECIAL-STATUS PLANT SURVEYS

Field Survey

CONTRACTOR will address the potential occurrence of special status plant species on the Project site in accordance with Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities (CDFW 2009). CONTRACTOR will examine current Federal and State lists of special status plant species and current database records. In order to adequately assess the presence of the special status plant species potentially occurring on the Project site, three (3) surveys will be required. The surveys will be conducted between March and September depending on rainfall and other environmental factors. This survey schedule will cover the flowering periods of all the potential target species. One (1) Biologist can efficiently cover 100 percent (100%) of the Project site during one (1) survey day. If special status plant species are found, the plant or plant population will be recorded on field maps and/or with a handheld Global Positioning System (GPS) device and documented with digital photographs. All plant species identified on the Project site will be recorded in field notes.

Report

Following the final survey, CONTRACTOR will prepare a comprehensive report for submittal to the COUNTY detailing the special status plant survey methodology and results. The report will include an analysis of the occurrence or potential occurrence for all the special status plants (and sensitive vegetation communities) known from the Project site vicinity. If any special status plant species are detected on site, CONTRACTOR will prepare and include in the report a graphic displaying the locations of the resources observed.

4.2.2 CALIFORNIA RED LEGGED FROG (CRLF) SITE ASSESSMENT AND FIELD SURVEYS

Site Assessment

During the initial survey of the Biological Study Area (BSA) for the NES/BA, an assessment of CRLF habitat will be conducted. If required by Caltrans, CONTRACTOR will prepare a formal site assessment of the Project site for CRLF for submittal to the USFWS. The assessment will follow the protocol outlined in the Revised Guidance on Site Assessments and Field Surveys for the CRLF (USFWS 2005). CONTRACTOR will prepare the assessment based on the existing information and sources available in-house. The assessment will be submitted to the USFWS with a copy sent to the COUNTY.

Field Survey

If the USFWS requires surveys to be conducted, two (2) Biologists will conduct the surveys according to the guidance referenced above. Protocol level surveys require up eight (8) site visits over a minimum of six (6) weeks. If CRLFs are found on any given survey, subsequent surveys may not be required. Two (2) daytime surveys and four (4) night time surveys will be conducted during the breeding season (January through June); and one (1) daytime and one (1) night time survey will be conducted during the non-breeding season (July through September). Three (3) site visits will include both day and night surveys and two (2) site visits will include only night time surveys for a total of five (5) site visits. Daytime and night time surveys will be combined. At least seven (7) days will separate surveys. CONTRACTOR will prepare a report documenting the results of the surveys and submit the report to the USFWS.

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Report

CONTRACTOR will prepare a report of its findings for submission to the COUNTY and the resource agencies. The report will include the dates of the surveys and species observed. Occurrences of listed and other special status species observed during the survey will also be reported to the CNDDDB as required by Federal and State permits.

4.2.3 LEAST BELL'S VIREO (LBV)/WILLOW FLYCATCHER (WFL) PROTOCOL SURVEYS

Field Survey

To facilitate an accurate assessment of the presence/absence of LBV and WFL, CONTRACTOR will follow the suggested LBV Survey Guidelines (USFWS, 2001). One (1) Biologist will conduct at least eight (8) protocol level surveys during the nesting season (April 10 to July 31), with at least ten (10) days between surveys. One (1) Biologist can efficiently cover 100 percent (100%) of the Project site during one (1) survey day. The location of any LBV (or WFL) detected will be recorded on field maps and/or with a handheld GPS device. All bird species identified on the Project site will be recorded in field notes.

Report

CONTRACTOR will prepare a report documenting the survey dates and times, methodology, locations, and results. CONTRACTOR will submit the report to the USFWS and CDFW. If no LBV or WFL are observed during the survey period CONTRACTOR will recommend that the USFWS and the COUNTY consider that these species do not occur on the site.

4.2.4 SAN JOAQUIN KIT FOX (SJKF) PROTOCOL SURVEYS

Habitat Assessment

CONTRACTOR will prepare a formal site assessment of the Project site for SJKF. The assessment will follow the protocol outlined in the USFWS SJKF Survey Protocol for the Northern Range (USFWS 1999). CONTRACTOR will prepare the assessment based on the existing information and sources available to CONTRACTOR in-house. The assessment will be submitted to the USFWS with a copy sent to the COUNTY.

Field Survey

Due to the prohibitively high cost of the conducting full protocol level surveys for this species, CONTRACTOR proposes to conduct only a limited set of surveys for SJKF. The survey will consist of a burrow survey of the entire Project site including access roads and staging areas, and operation of camera stations at a density of eight (8) per 640 acres for ten (10) nights. CONTRACTOR assumes that the camera stations could be left for up to ten (10) days without changing batteries. Camera stations may be replaced with scent stations if the cameras cannot be secured and hidden.

Report

CONTRACTOR will prepare a report of their findings for submission to the COUNTY and the resource agencies. The report will include the dates of the surveys and species observed. Occurrences of listed and other special status species observed during the survey will also be reported to the CNDDDB as required by Federal and State permits.

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

4.2.5 BURROWING OWL GUIDELINE SURVEYS

Field Surveys

During the initial survey of the BSA for the NES/BA, an assessment of burrowing owl habitat will be conducted. If suitable habitat is present, additional follow-up surveys to determine the status of (wintering, breeding) may be required. These follow-up surveys will consist of one (1) Biologist walking transects across the site while examining the ground for small mammal burrows suitable for use by burrowing owls. If suitable burrows are present, the Biologist will examine burrows for signs of recent burrowing owl activity (droppings, pellets, prey remains), as well as scan the area for owls. The surveys will be conducted from two (2) hours before to one (1) hour after sunset, or from one (1) hour before to two (2) hours after sunrise, in accordance with the CDFW's *Staff Report on Burrowing Owl Mitigation* (revised March 7, 2012).

Report

The results of the survey will be summarized in a letter report including photographs and maps.

4.2.6 VERNAL POOL INVERTEBRATE PROTOCOL SURVEYS

For determining absence at a site, USFWS protocols for vernal pool invertebrates (1996) require negative findings from a minimum of two (2) seasons of surveys. The two (2) surveys can consist of two (2) wet season surveys (described below) or one (1) wet season and one (1) dry season survey. In CONTRACTOR's experience, the two (2) strategies (two (2) wet versus one (1) wet and one (1) dry) can each have their own benefits. The wet/wet is often more accurate, but takes a year and a half (1 ½ years) to complete and can be delayed if rainfall is below average. The wet/dry can be completed in less than one (1) year, but the cysts collected are not always identifiable to species.

Wet Season Surveys

Wet season surveys require sampling ponded areas on the site every two (2) weeks. These surveys begin when the pools fill and hold over one (1) inch of water. They continue until the pools dry or 120-days have passed. Should the pools dry and refill, the clock will restart. This scope includes the cost of one (1) Biologist visiting the site on eight (8) occasions during the 2014-2015 rainy season survey. This budget assumes that surveys will continue throughout the rainy season with no breaks. CONTRACTOR can expect to suspend surveys at any time should listed species be found.

For the wet season survey, CONTRACTOR will complete the following work:

- Coordination – CONTRACTOR will contact the USFWS for authorization to conduct the survey as required by the protocol.
- Conduct Wet Season Surveys – One (1) Biologist will visit the site every two (2) weeks once ponded areas begin to hold greater than one (1) inch of water. The Biologist will sample the pools with dip nets in order to capture any crustaceans that may be swimming in the water column. The Biologist will collect data and record observations. Specimens will be collected if necessary for identification in the lab or for deposition in museums as required in the protocol.
- Reporting – As required by permit, CONTRACTOR will provide a report presenting the results of these formal surveys to the USFWS within ninety (90) days of the completion

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

of field work. If any listed invertebrates are collected, CONTRACTOR will submit voucher specimens to the California Academy of Sciences as required by permit.

Dry Season Surveys

Dry season surveys require collection of approximately one (1) liter of surface soil material from up to ten (10) different locations within each pool. Soils are wetted and poured through a series of sieves that will separate out particles that are the size of crustacean cysts. Sieved materials of the correct size are inspected for the presence of cysts under microscopes. For this budget, CONTRACTOR assumes up to five (5) pools may be present on the Project site.

For the 2014 or 2015 dry season surveys, CONTRACTOR will complete the following work:

- Coordination – CONTRACTOR will contact the USFWS for authorization to conduct the survey as required by the protocol.
- Collection of Soils – One (1) Biologist will make a one (1) day visit to the site to collect soil samples from the each of the ponding areas. Soils will be stored dry in plastic bags that are marked to indicate the location of collection.
- Sieving of material – One (1) Biologist will wet the soil samples and then pour the samples through a series of correctly sized sieves. The sieved material will be suspended in a saline solution to separate organic material from inorganic material. The remaining organic material will be collected on blotter paper and dried.
- Inspection of material – One (1) Biologist will inspect the sieved soil material searching for the presence of cysts. Observations will be recorded on USFWS data sheets. Any cysts will be identified to genus and the most likely species, then collected and saved as per the official protocol.
- Reporting – CONTRACTOR will also need to provide a report presenting the results of these formal surveys to the USFWS within ninety (90) days of the completion of lab work as specified in CONTRACTOR'S Federal permit. If any listed invertebrate cysts are collected, CONTRACTOR is also required to submit voucher specimens to the California Academy of Sciences.

4.2.7 BAT DETECTION SURVEYS

Field Survey

During the initial survey of the BSA for the NES/BA, an assessment of bat habitat on the existing bridge will be conducted. If special status bat species are or could be using the bridge more information on what areas of the bridge the species are using and in what capacity (maternity roosts, day roosts, and/or night roosts) may be required. To provide such information additional follow-up surveys may be required. Follow-up surveys would be conducted from late afternoon until after dark to observe bats in day roosts (e.g., expansion joints), watch for emerging bats at dusk, and survey known or potential night roosts after dark. One (1) to two (2) follow-up surveys, depending on the time of year the work is scheduled, would be conducted.

Report

The results of the survey will be summarized in a letter report.

4.3 IS/MND TASKS

If, during the course of the technical reporting and environmental documentation, unforeseen

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

environmental constraints or Project impacts are identified that would necessitate the preparation of an IS/MND to address CEQA requirements, the CONTRACTOR shall notify the COUNTY immediately to discuss whether the Project could be redesigned to avoid such impacts. If the Project could not be redesigned to avoid impacts, the CONTRACTOR shall request authorization to utilize the supplemental budget to prepare an IS/MND. The scope for the IS/MND is as follows:

4.3.1 IS/MND

Following approval of the draft technical reports, CONTRACTOR will prepare a comprehensive Administrative Draft IS/MND for review. Included in the IS/MND will be a Project Description, discussion of the environmental review process, and Project methodology. Technical studies prepared by CONTRACTOR and other Project team members will be summarized into the IS/MND document. Non-technical issue areas (e.g., land use, Public services and utilities, etc.) and issues anticipated to have no or minor environmental effects will also be documented in the IS/MND.

DELIVERABLES

- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the Administrative Draft IS/MND

4.3.2 CIRCULATE DED FOR PUBLIC REVIEW

After receiving comments on the Administrative Draft IS/MND (one (1) set of non-conflicting consolidated comments from the COUNTY), CONTRACTOR will revise the document and prepare the DED for Public review.

CONTRACTOR will provide the preprint version of the DED to the COUNTY prior to Public circulation of the document. The purpose of submitting this preprint version will be to allow the COUNTY to review the changes to the document, resolve any remaining questions, and verify that the COUNTY is satisfied with the overall DED. After the COUNTY reviews and approves the document for printing, the DED will be circulated for Public review.

CONTRACTOR will distribute up to thirty (30) hard copies and sixteen (16) CDs of the document to a distribution list for the Project provided by the COUNTY. CONTRACTOR will provide PDF files to the COUNTY for posting on the COUNTY's website if desired. CONTRACTOR will prepare a Draft NOI and a Public NOA for the Public review DED for COUNTY's review and signature. The COUNTY will be responsible for publication of the Public notice in a general circulation newspaper. In addition, CONTRACTOR will file a NOC with the County Clerk and the SCH to begin the required Public review period.

DELIVERABLES

- Thirty (30) print copies and sixteen (16) CDs with PDF files of the Public review DED (Fifteen (15) CDs for the SCH and one (1) CD for the COUNTY's use in posting on the COUNTY's website);
- Draft NOI, NOA, and NOC.

4.3.3 RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT

Upon close of the Public review period, CONTRACTOR will review the Public and agency

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

comments on the DED and will coordinate with the COUNTY to strategize the preparation of the responses to comments. It is anticipated that the Public comments will not be extensive, and therefore, this scope and budget is based on responding to approximately twenty-five (25) comments on the Project. CONTRACTOR's budget estimate includes a level of effort accordingly, for this task. Should additional labor effort be needed to respond to comments on the DED, CONTRACTOR will obtain authorization of additional budget from the COUNTY prior to any such expenditure.

CONTRACTOR will respond to the comments received on the DED in coordination with the COUNTY, and will submit the draft responses to the COUNTY for review.

4.3.4 FINAL ED

Following the COUNTY's review of the draft responses to comments, the DED that was distributed for Public review will be revised as required to incorporate relevant comments/data received during the Public review period. Revisions to the DED will be identified in track changes/redline in the MS Word file to facilitate subsequent review. All comments received on the DED during the Public review period, as well as the responses to comments, will be included as an appendix to the Final ED.

CONTRACTOR will prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with CEQA Guidelines Section 15097 for use in ensuring implementation of the mitigation measures for the Project. The Draft MMRP will be submitted to the COUNTY for review and comment, and the Final MMRP, along with the Final Responses to Comments and Final ED, will be provided to the COUNTY for approval.

Following COUNTY approval of the Final IS/MND, CONTRACTOR will prepare and file an NOD with the County Clerk and SCH. If the environmental review indicates that the Project would not qualify for the CDFW fee exemption, the CONTRACTOR will provide a check for the fee to be submitted to the County Clerk with the NOD. The CONTRACTOR will be reimbursed by the COUNTY for the fee amount required by the CDFW.

DELIVERABLES

- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the Draft Responses to Comments and associated changes to the ED
- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the Final Responses to Comments and associated changes to the ED
- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the Draft MMRP
- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the Final MMRP

4.4 FULL FOOTING REHABILITATION SCOUR MITIGATION

In order for this supplemental task to be approved, it would require recommendation from the CONTRACTOR and agreement by the COUNTY, during the Preliminary Engineering Phase, that either the existing foundations or the existing soils materials are so compromised that the preferred scour mitigation plan will not be adequate. CONTRACTOR will then need to design a full footing rehabilitation which will require the design of new pile supports to replace/augment the existing foundations. This will require additional geotechnical investigation, additional as well as deeper borings and recommendations, development of analytical models and additional

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

analysis to insure an adequate load path. With the increased size of the footings, this will likely require additional hydraulic modeling and additional local pier scour recommendations. This scour mitigation concept will require additional coordination with environmental resource agencies and development of additional impact quantities. This concept would also require additional development of specifications, quantities and a more extensive independent design check as well as QA/Quality Control (QC) review.

DELIVERABLES

- Additional Geotechnical Investigations and Recommendations
- Analytical Models with New Foundations
- Additional Engineering Plans
- Additional Technical Specifications and Estimates

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

WORK NOT INCLUDED

This Scope of Services does not include tasks identified as not included in the Scope of Services:

- Topographic surveying.
- Slope protection plans except as required to protect bridge foundations.
- Landscaping and street lighting design, except as required by the CEQA/NEPA documents or regulatory environmental permits.
- Feasibility or planning studies for future channel flood control improvement.
- Service load or load rating of existing bridge.
- Seismic vulnerability, evaluation and rehabilitation of the existing bridge.
- Design of temporary or permanent channel mitigation measures.
- Handling and disposal of hazardous materials.
- Depiction of any recommended maintenance work.
- Construction contract administration.

MATERIALS, INFORMATION AND DATA TO BE PROVIDED BY THE COUNTY

- Topographic survey data.
- Available pertinent information, data and reports of the surrounding area, such as adjacent project plans, reports, specifications, etc.

WORK PERFORMED BY THE COUNTY

The COUNTY will perform tasks as identified in the above Scope of Services and the following:

- Review and Comment on Design Submittals
- Project Approval
- Preparation and execution of utility agreements
- PS&E Approval
- Advertise for Bids
- Award of Construction Contract
- Advertising and bidding administration
- Process right of entry requests for surveying and subsurface exploration

ANY ADDITIONAL SERVICES REFERENCED IN THIS EXHIBIT A-2 OF THIS AGREEMENT WHICH DO NOT INCLUDE A COST SHALL NOT BE PROVIDED BY THE CONTRACTOR UNLESS PRESENTED TO AND AUTHORIZED BY THE COUNTY IN WRITING VIA AN EXECUTED AMENDMENT TO THIS AGREEMENT.

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

PAYMENT PROVISIONS

PHASE 0, I, II, AND III - BASIC SERVICES:

1. CONTRACTOR shall be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's Revised Rate Schedule, effective March 11, 2019 and attached hereto. The specified hourly rates include direct salary costs, employee benefits, overhead, and fee.
2. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary and subconsultant costs. CONTRACTOR will be reimbursed for subconsultant costs at actual cost.
3. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified by COUNTY. CONTRACTOR shall receive compensation for travel expenses per the "Monterey County Travel and Business Expense Reimbursement Policy". A copy of the policy is available online at: http://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.
4. CONTRACTOR will invoice monthly for payment of services provided and costs incurred, including actual hours worked by task, staff member and associated cost which was incurred during the previous month.

PHASE IV - SUPPLEMENTAL SERVICES:

The basis of payment for the supplemental services provided under this Agreement shall be at the standard hourly rates specified in CONTRACTOR's Revised Rate Schedule, effective March 11, 2019 and attached hereto. The specified hourly rates include direct salary costs, employee benefits, overhead, and fee.

1. COUNTY shall reimburse the CONTRACTOR at standard hourly rates as listed in the attached Revised Rate Schedule.
2. CONTRACTOR shall be reimbursed for travel expenses incurred in accordance with Paragraph 3 above, under Basic Services.

TOTAL COMPENSATION

The specific rates of compensation specified in CONTRACTOR's Revised Rate Schedule are effective on March 11, 2019 and are valid through the amended term of this Agreement. A further rate increase may be negotiated according to Section 13.0, Agreement to Terms and Conditions, of RFQ #10490 – On-Call Bridge Design Services for Monterey County Bridge Projects. If approved by COUNTY, the revised hourly rates must be amended into this Agreement.

For billing purposes work shall be segregated between Basic and Supplemental Services.

The total amount payable by COUNTY for work under this Agreement for Basic Services (Phase 0, I, II and III) in the amount of \$325,995.00 shall be increased by \$240,637.00 for a total not to exceed amount of \$566,632.00. Any further increase to the amount must be authorized by COUNTY through an amendment to this Agreement.

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

The total amount payable by COUNTY for work under this Agreement for Supplemental Services (Phase IV) in the amount of \$169,252.00 shall be increased by \$16,489.00 for a total not to exceed amount of \$185,741.00. Any further increase to the amount must be authorized by COUNTY through an amendment to this Agreement.

The total amount payable by COUNTY for work under this Agreement for Basic and Supplemental Services is increased by \$257,126.00 for a total Agreement amount not to exceed \$752,373.00. Any further increase to the amount must be authorized by COUNTY through an amendment to this Agreement.

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

TRC ENGINEERS, INC.

REVISED RATE SCHEDULE

LABOR RATES

Personnel Classification	2019-20	2021
Project Manager	\$ 260.00	\$270.00
Project Engineer/Coordinator	\$ 185.00	\$190.00
Environmental Manager	\$ 180.00	\$185.00
Certified Industrial Hygienist	\$ 180.00	\$185.00
Senior Engineer	\$ 155.00	\$160.00
ISA Scientist	\$ 140.00	\$145.00
Engineer II	\$ 130.00	\$135.00
Engineer I	\$ 100.00	\$105.00
CADD Supervisor	\$ 145.00	\$150.00
CADD Technician	\$ 95.00	\$100.00
Desktop Publisher	\$ 77.00	\$80.00
Administrative Assistant	\$ 77.00	\$80.00

The 2019-2020 rates are effective from March 11, 2019 through December 31, 2020. The 2021 rates are effective from January 1, 2021 through December 31, 2021. Similarly titled staff will be billed at equivalent rates (i.e. Senior Scientist, Senior Geologist, Senior Environmental Planner, etc. will be billed at the hourly rate for a Senior Engineer)

DIRECT EXPENSE UNIT RATES

Mileage: Current IRS Mileage Rate, currently \$0.58 per mile

Other direct costs including telephone, fax, reproduction, and postage will be billed at actual cost.

For travel, lodging and meal reimbursement, Contractor shall receive compensation for travel expenses as per "Monterey County Travel and Business Expense Reimbursement Policy." A copy of the policy is available online at: [http://www.co.monterey.ca.us/auditor/pdfs/County Travel Business Expense Policy 12-5-12.pdf](http://www.co.monterey.ca.us/auditor/pdfs/County%20Travel%20Business%20Expense%20Policy%2012-5-12.pdf). To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

Subconsultants will be billed at actual cost.

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

**TRC ENGINEERS, INC.
COST FOR BASIC AND SUPPLEMENTAL SERVICES**

PROJECT

County of Monterey
Bradley Road Bridge Scour Repair

	BASIC		SUPPLEMENTAL		TOTAL		GRAND TOTAL
FIRM	LABOR	ODCS	LABOR	ODCS	LABOR	ODCS	
TRC	\$ 18,685	\$ 541	\$ 3,274	\$ -	\$ 21,959	\$ 541	\$ 22,500
QUINCY	\$ 95,585	\$ 420	\$ -	\$ -	\$ 95,585	\$ 420	\$ 96,005
LSA	\$ 122,295	\$ -	\$ 11,115	\$ 2,100	\$ 133,410	\$ 2,100	\$ 135,510
PARIKH	\$ 1,536	\$ -	\$ -	\$ -	\$ 1,536	\$ -	\$ 1,536
WRECO	\$ 1,575	\$ -	\$ -	\$ -	\$ 1,575	\$ -	\$ 1,575
TOTALS	\$ 239,676	\$ 961	\$ 14,389	\$ 2,100	\$ 254,065	\$ 3,061	\$ 257,126
	\$240,637		\$16,489		\$257,126		

* ODC - Other Direct Costs

TRC Engineers, Inc
Bradley Road Bridge Scour Repair
RMA - Public Works

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey		TRC ENGINEERS, INC				
Bradley Road Bridge Scour Repair		HOURS & DESIGN FEE WORKSHEET				
Task Description		Project Manager M. McEwan	Project Engineer T. Lambert	Admin / Publishing T. Maschke	Total Hours	Total \$
		Hours	Hours	Hours		
Phase 0	PROJECT MANAGEMENT					
0.1	PROJECT MANAGEMENT	21	8	5	34	\$7,325
0.2	PROJECT INITIATION					
0.3	COORDINATION MEETINGS	8			8	\$2,080
0.4	DESIGN REVIEW MEETINGS	8			8	\$2,080
0.5	CALTRANS LOCAL ASSISTANCE COORDINATION	12			12	\$3,120
PHASE I	PRELIMINARY ENGINEERING & REPORTS					
1.1	TOPOGRAPHIC SURVEYING					
1.1.1	HYDRAULIC HEC-RAS CROSS-SECTIONS					
1.1.2	TOPOGRAPHICAL PLAN					
1.2	HYDROLOGIC AND HYDRAULIC ANALYSIS					
1.2.1	PRELIMINARY ASSESSMENT					
1.2.2	FIELD RECONNAISSANCE					
1.2.3	HYDROLOGIC DATA					
1.2.4	HYDRAULIC ANALYSIS					
1.2.5	SCOUR ANALYSIS					
1.2.6	COUNTERMEASURES DESIGN					
1.2.7	DESIGN HYDRAULIC STUDY REPORT					
1.3	GEOTECHNICAL INVESTIGATION					
1.4	UTILITY COORDINATION					
1.5	RIGHT-OF-WAY ENGINEERING					
1.6	RIGHT-OF-WAY ACQUISITION (BY COUNTY)					
1.7	ENVIRONMENTAL DOCUMENTS					
1.7.1	PROJECT INITIATION AND PROJECT DESCRIPTION					
1.7.1.1	KICK OFF MEETING WITH PROJECT TEAM/FIELD REVIEW					
1.7.1.2	COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS					
1.7.1.3	PROJECT DESCRIPTION					
1.7.2	PREPARATION OF DRAFT TECHNICAL STUDIES					
1.7.2.1	NATURAL ENVIRONMENT STUDY (NES)					
1.7.2.2	JURISDICTIONAL DELINEATION (JD)					
1.7.2.3	BIOLOGICAL ASSESSMENT (BA)					
1.7.2.4	CULTURAL RESOURCES					
1.7.2.5	GEOLOGY					
1.7.2.6	HAZARDOUS MATERIALS		4		4	\$740
1.7.2.7	HYDROLOGY AND WATER QUALITY					
1.7.2.8	FLOODPLAIN EVALUATION REPORT	4	4	2	6	\$1,780
1.7.2.9	NOISE					
1.7.3	REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS					
1.7.4	FINAL TECHNICAL STUDIES					
1.7.5	PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW					
1.7.5.1	DRAFT ENVIRONMENTAL DOCUMENTS					
1.7.5.2	CIRCULATE DRAFT ED FOR PUBLIC REVIEW					
1.7.5.2	RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT					
1.7.6	FINAL ED					
1.7.7	PERMITTING					
1.7.8	MEETING/HEARING ATTENDANCE					
1.8	35% SUBMITTAL; PRELIMINARY DESIGN AND TYPE SELECTION:					
1.8.1	PRELIMINARY STRATEGY REPORT					
1.8.2	35% PRELIMINARY PLANS					
PHASE II	FINAL DESIGN					
2.1	UNCHECKED DESIGN SUBMITTALS (65% PS&E)					
2.1.1	65% COMPLETE PLANS					
2.1.2	65% COMPLETE SPECIFICATIONS					
2.1.3	65% CONSTRUCTION COST ESTIMATE					
2.1.4	MEMORANDUM RESPONSE TO COMMENTS					
2.2	CHECKED DESIGN SUBMITTAL (95% PS&E)					
2.2.1	95% COMPLETE PLANS					
2.2.2	95% COMPLETE SPECIFICATIONS					
2.2.3	95% CONSTRUCTION COST ESTIMATE					
2.2.4	QUALITY ASSURANCE REVIEW	8			8	\$1,560
2.2.5	MEMORANDUM RESPONSE TO COMMENTS					
2.3	FINAL DESIGN SUBMITTAL (100% PS&E)					
2.3.1	100% FINAL PLANS					
2.3.2	MEMORANDUM RESPONSE TO COMMENTS					
2.3.3	BID DOCUMENTS					
2.4	BIDDING PERIOD SERVICES					
PHASE III	CONSTRUCTION					
3.1	CONSTRUCTION SUPPORT					
3.2	AS-BUILT PLANS					
Phase IV	SUPPLEMENTAL TASKS					
4.1	PUBLIC OUTREACH MEETING					
4.2	BIOLOGY TASKS	12		2	14	\$3,274
4.2.1	SPECIAL-STATUS PLANT SURVEYS					
4.2.2	CRLF SITE ASSESSMENT AND FIELD SURVEYS SITE ASSESSMENT					
	LEAST BELL'S VIREO/SOUTHWESTERN WILLOW FLYCATCHER					
4.2.3	PROTOCOL SURVEYS					
4.2.4	SAN JOAQUIN KIT FOX PROTOCOL SURVEYS					
4.2.5	BURROWING OWL GUIDELINE SURVEYS					
4.2.6	VERNAL POOL INVERTEBRATE PROTOCOL SURVEYS					
4.2.7	BAT DETECTION SURVEYS					
4.3	ISMND TASKS					
4.4	FULL FOOTING REHABILITATION SCOUR MITIGATION					
		Hrs 71	Hrs 18	Hrs 7	94	\$21,959
		Rate 260.00	Rate 185.00	Rate 77.00		
Fee/Classification		19400	2080	539	94	\$21,959
% of Total Hours/Classification		76%	17%	7%	100%	
Notes:		ODCs Mileage \$208 Overnight Mail \$40 Misc \$112 Lodging \$180 Total ODCs \$541 Grand Total \$22,500				

County of Monterey
Bradley Road Bridge Scour Repair

Quincy Engineering
HOURS & DESIGN FEE WORKSHEET

Task Description		LABOR												Total Hours	Total \$
		Principal in Charge	Project Manager	Senior Engineer	Senior Engineer	Associate Engineer	Associate Engineer	Assistant Engineer	Assistant Engineer	Senior Engineer	Senior Engineer	CADD Technician			
		John Quincy	Maria Rano	Scott McLaughlin	Garrett McLaughlin	Staff	Staff	Staff	Staff	Staff	Staff	Staff			
Phase 0	PROJECT MANAGEMENT	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$
0.1	PROJECT MANAGEMENT		32											32	\$8,460
0.2	PROJECT INITIATION														
0.3	COORDINATION MEETINGS		20	8	2									30	\$7,330
0.4	DESIGN REVIEW MEETINGS		4	2	4									10	\$2,320
0.5	CALTRANS LOCAL ASSISTANCE COORDINATION		18		2									18	\$4,670
PHASE I	PRELIMINARY ENGINEERING & REPORTS														
1.1	TOPOGRAPHIC SURVEYING														
1.1.1	HYDRAULIC HEC-RAS CROSS-SECTIONS														
1.1.2	TOPOGRAPHICAL PLAN														
1.2	HYDROLOGIC AND HYDRAULIC ANALYSIS														
1.2.1	PRELIMINARY ASSESSMENT														
1.2.2	FIELD RECONNAISSANCE														
1.2.3	HYDROLOGIC DATA														
1.2.4	HYDRAULIC ANALYSIS														
1.2.5	SCOUR ANALYSIS														
1.2.6	COUNTERMEASURES DESIGN														
1.2.7	DESIGN HYDRAULIC STUDY REPORT														
1.3	GEOTECHNICAL INVESTIGATION														
1.4	UTILITY COORDINATION														
1.5	RIGHT-OF-WAY ENGINEERING		2	4	18		8							30	\$6,130
1.6	RIGHT-OF-WAY ACQUISITION (BY COUNTY)														
1.7	ENVIRONMENTAL DOCUMENTS		18	24	24	18	18						18	112	\$21,240
1.7.1	PROJECT INITIATION AND PROJECT DESCRIPTION														
1.7.1.1	KICK OFF MEETING WITH PROJECT TEAM/FIELD REVIEW														
1.7.1.2	COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS														
1.7.1.3	PROJECT DESCRIPTION														
1.7.2	PREPARATION OF DRAFT TECHNICAL STUDIES														
1.7.2.1	NATURAL ENVIRONMENT STUDY (NES)														
1.7.2.2	JURISDICTIONAL DELINEATION (JD)														
1.7.2.3	BIOLOGICAL ASSESSMENT (BA)														
1.7.2.4	CULTURAL RESOURCES														
1.7.2.5	GEOLOGY														
1.7.2.6	HAZARDOUS MATERIALS														
1.7.2.7	HYDROLOGY AND WATER QUALITY														
1.7.2.8	FLOODPLAIN EVALUATION REPORT														
1.7.2.9	NOISE														
1.7.3	REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS														
1.7.4	FINAL TECHNICAL STUDIES														
1.7.5	PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ENVIRONMENTAL DOCUMENTS														
1.7.5.1	CIRCULATE DRAFT ED FOR PUBLIC REVIEW														
1.7.5.2	RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT														
1.7.6	FINAL ED														
1.7.7	PERMITTING														
1.7.8	MEETING/HEARING ATTENDANCE														
1.8	35% SUBMITTAL: PRELIMINARY DESIGN AND TYPE SELECTION														
1.8.1	PRELIMINARY STRATEGY REPORT														
1.8.2	35% PRELIMINARY PLANS														
PHASE II	FINAL DESIGN														
2.1	UNCHECKED DESIGN SUBMITTALS (85% PS&E)														
2.1.1	85% COMPLETE PLANS		8	24	20	8	8						24	62	\$16,340
2.1.2	85% COMPLETE SPECIFICATIONS										4		4	4	\$900
2.1.3	85% CONSTRUCTION COST ESTIMATE			2	4	2	4							12	\$2,280
2.1.4	MEMORANDUM RESPONSE TO COMMENTS														
2.2	CHECKED DESIGN SUBMITTAL (95% PS&E)														
2.2.1	95% COMPLETE PLANS		1	4	8	2	6						12	36	\$5,685
2.2.2	95% COMPLETE SPECIFICATIONS		1	4	2					8	4			19	\$4,235
2.2.3	95% CONSTRUCTION COST ESTIMATE			2	2	2	2							8	\$1,610
2.2.4	QUALITY ASSURANCE REVIEW														
2.2.5	MEMORANDUM RESPONSE TO COMMENTS														
2.3	FINAL DESIGN SUBMITTAL (100% PS&E)		1	2	4								4	13	\$2,385
2.3.1	100% FINAL PLANS														
2.3.2	MEMORANDUM RESPONSE TO COMMENTS														
2.3.3	BID DOCUMENTS														
2.4	BIDDING PERIOD SERVICES														
PHASE III	CONSTRUCTION														
3.1	CONSTRUCTION SUPPORT			18	16	8	24							64	\$12,050
3.2	AS-BUILT PLANS														
PHASE IV	SUPPLEMENTAL TASKS														
4.1	PUBLIC OUTREACH MEETING														
4.2	BIOLOGY TASKS														
4.2.1	SPECIAL STATUS PLANT SURVEYS														
4.2.2	CRLF SITE ASSESSMENT AND FIELD SURVEYS SITE ASSESSMENT														
4.2.3	LEAST BELL'S VIREO/SOUTHWESTERN WILLOW FLYCATCHER PROTOCOL SURVEYS														
4.2.4	SAN JOAQUIN KIT FOX PROTOCOL SURVEYS														
4.2.5	BURROWING OWL GUIDELINE SURVEYS														
4.2.6	VERNAL POOL INVERTEBRATE PROTOCOL SURVEYS														
4.2.7	BAT DETECTION SURVEYS														
4.3	ISMND TASKS														
4.4	FULL FOOTING REHABILITATION SCOUR MITIGATION														
Loaded Billing Rate		265.00	265.00	200.00	215.00	170.00	170.00	160.00	110.00	230.00	8	56	479	\$95,585	
Basic Labor Cost		-	26,765	18,400	22,360	8,460	11,900	-	-	2,300	1,600	5,600	479	\$95,585	
% of Total Hours by Classification		-	21%	19%	22%	8%	15%	-	-	2%	2%	12%	100%		
Notes:															
ODCs															
1 Travel \$420															
2 Pier Overlay Hotel															
3 Delivery															
4 Mounting Boards for Presentations															
Total ODCs \$420															
Grand Total \$96,005															

County of Monterey
Bradley Road Bridge Scour Repair

LSA ASSOCIATES, INC
HOURS & DESIGN FEE WORKSHEET

LABOR																
Task Description	Principal	Project Manager	Environmental Planner	Assistant Environmental Planner	Biological Planner	Junior Biologist	Midlevel Biologist	Cultural Resources Planner	Archaeologist	Forest Quality Specialist	Soil/Slake Specialist	GIS/Map Specialist	Structural Specialist	Field Personnel	Time Hours	Total \$
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
Phase 0 PROJECT MANAGEMENT																
0.1 PROJECT MANAGEMENT																
0.2 PROJECT INITIATION																
0.3 COORDINATION MEETINGS																
0.4 DESIGN REVIEW MEETINGS																
0.5 CALTRANS LOCAL ASSISTANCE COORDINATION																
PHASE I PRELIMINARY ENGINEERING & REPORTS																
1.1 TOPOGRAPHIC SURVEYING																
1.1.1 HYDRAULIC HEC-RAS CROSS-SECTIONS																
1.1.2 TOPOGRAPHICAL PLAN																
1.2 HYDROLOGIC AND HYDRAULIC ANALYSIS																
1.2.1 PRELIMINARY ASSESSMENT																
1.2.2 FIELD RECONNAISSANCE																
1.2.3 HYDROLOGIC DATA																
1.2.4 HYDRAULIC ANALYSIS																
1.2.5 SCOUR ANALYSIS																
1.2.6 COUNTERMEASURES DESIGN																
1.2.7 DESIGN HYDRAULIC STUDY REPORT																
1.3 GEOTECHNICAL INVESTIGATION																
1.4 UTILITY COORDINATION																
1.5 RIGHT-OF-WAY ENGINEERING																
1.6 RIGHT-OF-WAY ACQUISITION (BY COUNTY)																
1.7 ENVIRONMENTAL DOCUMENTS																
1.7.1 PROJECT INITIATION AND PROJECT DESCRIPTION																
1.7.1.1 KICK OFF MEETING WITH PROJECT TEAM/FIELD REVIEW															24	\$3,260
1.7.1.2 COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS															184	\$30,320
1.7.1.3 PROJECT DESCRIPTION															42	\$5,580
1.7.2 PREPARATION OF DRAFT TECHNICAL STUDIES																
1.7.2.1 NATURAL ENVIRONMENT STUDY (NES)																
1.7.2.2 JURISDICTIONAL DELINEATION (JD)															4	
1.7.2.3 BIOLOGICAL ASSESSMENT (BA)															2	\$250
1.7.2.4 CULTURAL RESOURCES															60	\$8,160
1.7.2.5 GEOLOGY															70	\$10,280
1.7.2.6 HAZARDOUS MATERIALS																
1.7.2.7 HYDROLOGY AND WATER QUALITY																
1.7.2.8 FLOODPLAIN EVALUATION REPORT																
1.7.2.9 NONE															18	\$3,240
1.7.3 REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS															8	\$1,245
1.7.4 FINAL TECHNICAL STUDIES																
1.7.5 PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ENVIRONMENTAL DOCUMENTS																
1.7.5.1 CIRCULATE DRAFT FOR PUBLIC REVIEW															74	\$12,000
1.7.5.2 RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT															82	\$11,570
1.7.6 FINAL ED															45	\$5,610
1.7.7 PERMITTING															42	\$5,060
1.7.8 MEETING-HEARING ATTENDANCE																
1.8 95% SUBMITTAL PRELIMINARY DESIGN AND TYPE SELECTION															14	\$2,800
1.8.1 PRELIMINARY STRATEGY REPORT																
1.8.2 95% PRELIMINARY PLANS																
PHASE II FINAL DESIGN																
2.1 UNCHECKED DESIGN SUBMITTALS (95% PS&E)																
2.1.1 95% COMPLETE PLANS																
2.1.2 95% COMPLETE SPECIFICATIONS																
2.1.3 95% CONSTRUCTION COST ESTIMATE																
2.1.4 MEMORANDUM RESPONSE TO COMMENTS																
2.2 CHECKED DESIGN SUBMITTAL (95% PS&E)																
2.2.1 95% COMPLETE PLANS																
2.2.2 95% COMPLETE SPECIFICATIONS																
2.2.3 95% CONSTRUCTION COST ESTIMATE																
2.2.4 QUALITY ASSURANCE REVIEW																
2.2.5 MEMORANDUM RESPONSE TO COMMENTS																
2.3 FINAL DESIGN SUBMITTAL (100% PS&E)																
2.3.1 100% FINAL PLANS																
2.3.2 MEMORANDUM RESPONSE TO COMMENTS																
2.3.3 BID DOCUMENTS																
2.4 BIDDING PERIOD SERVICES																
PHASE III CONSTRUCTION																
3.1 CONSTRUCTION SUPPORT																
3.2 AS-BUILT PLANS																
Phase IV SUPPLEMENTAL TASKS																
4.1 PUBLIC OUTREACH MEETING															25	\$4,350
4.2 BIOLOGY TASKS																
4.2.1 SURVEY STATUS PLANT SURVEYS															56	\$6,785
4.2.2 GRIF SITE ASSESSMENT AND FIELD SURVEYS SITE																
4.2.3 ASSESSMENT																
4.2.4 LEAST BELLS WIRE/SOUTHWESTERN WILLOW FLYCATCHER																
4.2.5 PROTOCOL SURVEYS																
4.2.6 SAN JOAQUIN KIT FOX PROTOCOL SURVEYS																
4.2.7 BURROWING OWL GUIDELINE SURVEYS																
4.2.8 VERNAL POOL INVERTEBRATE PROTOCOL SURVEYS																
4.2.9 BAT DETECTION SURVEYS																
4.3 REMAINING TASKS																
4.4 FULL FOOTING REHABILITATION SCOUR MITIGATION																
Loaded Billing Rate	2	187	182	72	22	178	80	6	80	12	6	88	16	88	884	\$123,410
Cost	790	33,400	24,300	7,200	4,180	25,685	3,600	1,140	6,750	2,220	890	8,960	1,050	6,085	884	\$130,410
% of Total Hours by Classification	0%	19%	18%	8%	2%	20%	8%	1%	6%	1%	1%	7%	2%	6%	100%	

Notes:
BASIC TASK ODCS
Includes overhead (copy of technical studies, 15/1000), presentation graphics
\$ 4,975
\$2,300 This is just an estimate as 2010 fees are not available at this time.
\$ 5,140
\$1,000 to submit the application + \$1,500 annual fee for as long as the permit is active + fee based on project impacts. For example, 1 acre of impacts = \$12,000.

SUPPLEMENTAL TASK ODCS

Paint/Signage \$ 2,100
Grand Total \$2,100
\$135,510

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey Bradley Road Bridge Scour Repair		Parikh CONSULTANTS, INC HOURS & DESIGN FEE WORKSHEET											
Task Description		LABOR										Total Hours	Total \$
		Project Manager G. Parikh Hours	Senior Proj. Eng. D. Wang Hours	Project Engineer E. Oakes Hours	Staff Engineer Hours	Field Engineer Hours	Laboratory Technician Hours	Engineering Draftsperson Hours	Contract Manager Hours	Senior Eng. Geologist J. Baker Hours			
Phase 0	PROJECT MANAGEMENT												
0.1	PROJECT MANAGEMENT												
0.2	PROJECT INITIATION												
0.3	COORDINATION MEETINGS												
0.4	DESIGN REVIEW MEETINGS												
0.5	CALTRANS LOCAL ASSISTANCE COORDINATION												
PHASE I	PRELIMINARY ENGINEERING & REPORTS												
1.1	TOPOGRAPHIC SURVEYING												
1.1.1	HYDRAULIC HEC-RAS CROSS-SECTIONS												
1.1.2	TOPOGRAPHICAL PLAN												
1.2	HYDROLOGIC AND HYDRAULIC ANALYSIS												
1.2.1	PRELIMINARY ASSESSMENT												
1.2.2	FIELD RECONNAISSANCE												
1.2.3	HYDROLOGIC DATA												
1.2.4	HYDRAULIC ANALYSIS												
1.2.5	SCOUR ANALYSIS												
1.2.6	COUNTERMEASURES DESIGN												
1.2.7	DESIGN HYDRAULIC STUDY REPORT												
1.3	GEOTECHNICAL INVESTIGATION												
1.4	UTILITY COORDINATION		2	8								10	\$1,536
1.5	RIGHT-OF-WAY ENGINEERING												
1.6	RIGHT-OF-WAY ACQUISITION (BY COUNTY)												
1.7	ENVIRONMENTAL DOCUMENTS												
1.7.1	PROJECT INITIATION AND PROJECT DESCRIPTION												
1.7.1.1	KICK OFF MEETING WITH PROJECT TEAM/FIELD REVIEW												
1.7.1.2	COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS												
1.7.1.3	PROJECT DESCRIPTION												
1.7.2	PREPARATION OF DRAFT TECHNICAL STUDIES												
1.7.2.1	NATURAL ENVIRONMENT STUDY (NES)												
1.7.2.2	JURISDICTIONAL DELINEATION (JD)												
1.7.2.3	BIOLOGICAL ASSESSMENT (BA)												
1.7.2.4	CULTURAL RESOURCES												
1.7.2.5	GEOLOGY												
1.7.2.6	HAZARDOUS MATERIALS												
1.7.2.7	HYDROLOGY AND WATER QUALITY												
1.7.2.8	FLOODPLAIN EVALUATION REPORT												
1.7.2.9	NOISE												
1.7.3	REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS												
1.7.4	FINAL TECHNICAL STUDIES												
1.7.5	PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ENVIRONMENTAL DOCUMENTS												
1.7.5.1	CIRCULATE DRAFT ED FOR PUBLIC REVIEW												
1.7.5.2	RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT												
1.7.6	FINAL ED												
1.7.7	PERMITTING												
1.7.8	MEETING/HEARING ATTENDANCE												
1.8	35% SUBMITTAL: PRELIMINARY DESIGN AND TYPE SELECTION												
1.8.1	PRELIMINARY STRATEGY REPORT												
1.8.2	35% PRELIMINARY PLANS												
PHASE II	FINAL DESIGN												
2.1	UNCHECKED DESIGN SUBMITTALS (65% PS&E)												
2.1.1	65% COMPLETE PLANS												
2.1.2	65% COMPLETE SPECIFICATIONS												
2.1.3	65% CONSTRUCTION COST ESTIMATE												
2.1.4	MEMORANDUM RESPONSE TO COMMENTS												
2.2	CHECKED DESIGN SUBMITTAL (95% PS&E)												
2.2.1	95% COMPLETE PLANS												
2.2.2	95% COMPLETE SPECIFICATIONS												
2.2.3	95% CONSTRUCTION COST ESTIMATE												
2.2.4	QUALITY ASSURANCE REVIEW												
2.2.5	MEMORANDUM RESPONSE TO COMMENTS												
2.3	FINAL DESIGN SUBMITTAL (100% PS&E)												
2.3.1	100% FINAL PLANS												
2.3.2	MEMORANDUM RESPONSE TO COMMENTS												
2.3.3	BID DOCUMENTS												
2.4	BIDDING PERIOD SERVICES												
PHASE III	CONSTRUCTION												
3.1	CONSTRUCTION SUPPORT												
3.2	AS-BUILT PLANS												
PHASE IV	SUPPLEMENTAL TASKS												
4.1	PUBLIC OUTREACH MEETING												
4.2	BIOLOGY TASKS												
4.2.1	SPECIAL-STATUS PLANT SURVEYS												
4.2.2	ORLF SITE ASSESSMENT AND FIELD SURVEYS SITE ASSESSMENT												
4.2.3	LEAST BELL'S VIREO/SOUTHWESTERN WILLOW FLYCATCHER PROTOCOL SURVEYS												
4.2.4	SAN JOAQUIN KIT FOX PROTOCOL SURVEYS												
4.2.5	BURROWING OWL GUIDELINE SURVEYS												
4.2.6	VERNAL POOL INVERTEBRATE PROTOCOL SURVEYS												
4.2.7	BAT DETECTION SURVEYS												
4.3	ISMND TASKS												
4.4	FULL FOOTING REHABILITATION SCOUR MITIGATION												
Loaded Billing Rate		278.20	201.70	141.80	108.00	132.80	96.50	105.30	180.00	180.00	10	\$1,536	
Cost		-	408	1,133	-	-	-	-	-	-	10	\$1,536	
% of Total Hours by Classification			20%	80%							100%		
Notes:													
ODCs 1 Drilling Rig 2 Grouting holes 3 Traffic control 4 Reproduction 5 Fish & Game Permit Total ODCs \$ - Grand Total \$ 1,536													

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey		Wreco									
Bradley Road Bridge Scour Repair		HOURS & DESIGN FEE WORKSHEET									
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