

**AMENDMENT NO. 6
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
TRC ENGINEERS, INC.**

THIS AMENDMENT NO. 6 to the Professional Services Agreement 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 a Professional Services Agreement with County on December 28, 2010 (hereinafter, "Agreement") to provide preliminary engineering and environmental services (hereinafter, "services") for Phase 1 of the Castroville Railroad Crossing Bicycle/Pedestrian Path (hereinafter, "Project") through December 28, 2011 for an amount not to exceed \$329,509.71; and

WHEREAS, Agreement was amended by the Parties on February 1, 2012 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions) to provide additional preliminary engineering and environmental services associated with the extension in the project limits for Phase 1 of the Project, to extend the term for one (1) additional year through December 28, 2012, and to increase the amount by \$67,237.38 which resulted in a total not to exceed amount of \$396,747.09; and

WHEREAS, Agreement was amended by the Parties on December 7, 2012 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through December 28, 2013 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on June 24, 2013 (hereinafter, "Amendment No. 3", including Exhibit A-2 – Revised Rate Schedule) to include newly assigned personnel classifications 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 December 4, 2013 (hereinafter, "Amendment No. 4", including Exhibit A-3 – Scope of Services/Payment Provisions) to include final design for Phase 2 and support services during the bid and construction for Phase 3 of the Project, to extend the term for two (2) additional years through December 28, 2015, and to increase the amount by \$568,043.60 which resulted in a total not to exceed amount of \$964,790.69; and

WHEREAS, Agreement was amended by the Parties on December 29, 2015 (hereinafter, "Amendment No. 5", including Exhibit A-4 – Scope of Services/Payment Provisions) to include additional design, engineering, plans, specifications, estimate, right-of-way and utility coordination services and other assistance tasks for Phase 2, Final Design Basic Tasks, of the Project, to extend the term for approximately two (2) additional years through December 31,

2017, and to increase the amount by \$74,297 which resulted in a total not to exceed amount of \$1,039,087.69; and

WHEREAS, Phase 1 and Phase 2 of the Project have been completed; and

WHEREAS, additional time and funding are necessary to complete Phase 3, Construction Phase Tasks, for the Project; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to December 31, 2018 and to increase the amount by \$54,970.72 to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 6.

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

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

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A, A-1, A-2, A-3, A-4, and A-5 in conformity with the terms of this Agreement. The services are generally described as follows: Provide services for Phase 1, Preliminary Design Basic Services, Phase 2, Final Design Basic Tasks, and Phase 3, Bid and Construction Phase Tasks, of the Castroville Railroad Crossing Bicycle/Pedestrian Path.

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

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1, A-2, A-3, A-4, and A-5, 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 \$1,094,058.41.

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

The term of this Agreement is from December 28, 2010 to December 31, 2018, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", to add "Exhibit A-5, Scope of Services/Payment Provisions."

5. 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, Project name and associated Purchase Order number, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division

Page 2 of 4

Amendment No. 6 to Professional Services Agreement
TRC Engineers, Inc.
Castroville Railroad Crossing Bicycle/Pedestrian Path (RFQ/RFP #10197)
RMA – Public Works and Facilities
Term: December 28, 2010 – December 31, 2018
Not to Exceed: \$1,094,058.41

168 West Alisal Street, 2nd Floor
Salinas, California 93901

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

6. All other terms and conditions of the Agreement remain unchanged and in full force.
7. This Amendment No. 6 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 6 are incorporated into the Agreement and this Amendment No. 6.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 6 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

TRC Engineers, Inc.
Contractor's Business Name

Date: _____

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

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

Date: _____
2/24/17

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

By: _____
Brian P. Briggs
Deputy County Counsel

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

Its: _____
Martin H Dodd / SECRETARY
(Print Name and Title)

Date: _____
2-27-17

Date: _____
2/22/17

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____
3/1/17

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

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

EXHIBIT A-5- SCOPE OF SERVICES/PAYMENT PROVISIONS

To Professional Services Agreement, hereinafter referred to as "Agreement"
by and between

County of Monterey, hereinafter referred to as "County"

and

TRC Engineers, Inc., hereinafter referred to as "CONTRACTOR"

for the

Castroville Railroad Crossing Bicycle/Pedestrian Path, hereinafter referred to as "Project"

SCOPE OF SERVICES

CONTRACTOR shall provide construction phase engineering services and other assistance necessary for completion of the construction of the Project as listed below. All work shall be performed on a time and materials basis due to the indeterminate nature of the work and reimbursed at the hourly rates attached hereto as the Design Fee Estimate Worksheet. It is assumed that the County will provide a construction management firm to handle resident engineering and all other inspection and material testing services, as well as handle the coordination of Requests for Information (RFIs), Contract Change Orders (CCOs) and submittals, etc. for the County during construction.

PHASE III CONSTRUCTION PHASE TASKS

TASK 4.B. Construction Phase Services

CONTRACTOR shall provide support during the construction phase. CONTRACTOR has included a total of 452 labor hours of such work to cover the work in these tasks, including assumed labor hours for each of the following subtasks. CONTRACTOR does not warrant that the level of effort for all tasks or any specific task will be sufficient. The following subtasks may be performed:

Task 4.B.1 – Preconstruction Meeting and Site Visits

One (1) member of the CONTRACTOR's staff shall prepare for and attend the preconstruction meeting with the County, the CONTRACTOR, and the County's construction management firm.

CONTRACTOR shall attend a maximum of two (2) additional site visits to observe critical construction activities or as may be requested by the County. Additional site visits shall be reimbursed as Additional Services.

Task 4.B.2 – Phone Consultation

CONTRACTOR shall participate in phone consultation to discuss Project construction activities and answer questions that can be addressed without a site visit.

EXHIBIT A-5- SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 4.B.3 – Change Order Assistance

CONTRACTOR shall assist in evaluating or modifying existing plans and specifications for incorporation into change orders prepared by the County.

Task 4.B.4 – Prestressing Shop Plan Review

CONTRACTOR shall review Construction Contractor prepared prestressing system shop plans.

Task 4.B.5 – Other Shop Plan Reviews

CONTRACTOR will review and provide comments on the following list of shop plans through the Resident Engineer (RE).

1. Concrete mix designs
2. Cast-In-Drilled-Hole (CIDH) Concrete Pile Placement Plan
3. Railings
4. Joint Seal Assemblies
5. Hinge Cable Restrainers
6. Column Isolation Casings
7. Electrical/Lighting
8. Bearing Devices (Polytetrafluoroethylene (PTFE)/Spherical Expansion Bearings)

Review of architectural features (such as formliners, concrete stain, and metal logo features) is specifically excluded as these were not selected alternates for construction.

Task 4.B.6 Responses to RFIs

CONTRACTOR shall respond to RFIs from the Construction Contractor during the course of construction. It is expected that the CONTRACTOR will receive the RFIs directly from the RE on behalf of the County. RFIs will be provided in a standard format in Microsoft Word. CONTRACTOR will respond to the RFIs and return response to the RE in a PDF format. The County will be copied on RFI responses.

Task 4.B.7 Construction Staking and Notes

County shall perform construction staking. Staking notes shall be prepared by CONTRACTOR.

- Construction cross sections will not be developed by CONTRACTOR but rather by the County.
- An excel table will be generated, tabulating each cross section interval generated and the critical points on each cross section.

EXHIBIT A-5- SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 4.B.8 Railroad and California Public Utilities Commission (CPUC) Coordination

CONTRACTOR will assist in coordination with Union Pacific Railroad during the construction phase as required by the County or the County's RE. County or their RE will maintain regular contact regarding submittal reviews and document requests and discussions regarding the work affecting the railroad and keep the County informed of these activities. CONTRACTOR will prepare a Form G for the CPUC and closeout the Union Pacific Railroad Folder upon completion of the Project.

Task 4.B.9 Record Drawing Preparation

CONTRACTOR shall take RE or County provided plan markups at the completion of construction and transfer the changes onto the original contract documents, to serve as the record drawings for the Project. Work will be prepared in an AutoCAD format. One (1) hardcopy set will be provided to the County along with electronic files in a PDF format.

This task is required by Caltrans Office of Structure Local Assistance (OSLA) and shall be performed to their standards and requirements except that work products will not be prepared in MicroStation format.

Task 4.B.10 Project Management

CONTRACTOR shall manage the work related to this Amendment No. 6 including quality control of deliverables, documentation, maintaining files, and preparing monthly progress reports.

Task 4.B.11 Geotechnical

CONTRACTOR shall provide geotechnical services by observing foundation construction and answering questions related to geotechnical considerations, to the extent of budget for this task including that for subcontractor Parikh Consultants, Inc. It is assumed that any required Gamma-Gamma or Cross-Hole Sonic Logging will be performed by the RE's team.

EXHIBIT A-5- SCOPE OF SERVICES/PAYMENT PROVISIONS

PAYMENT PROVISIONS

SERVICES/TOTAL COMPENSATION:

1. Services provided under Exhibit A-5, Scope of Services/Payment Provisions, shall be made on a time and materials basis at CONTRACTOR's standard hourly rates shown on the attached Design Fee Estimate Worksheet.
2. In addition, CONTRACTOR will be reimbursed for incurred (actual) other direct costs (ODCs) other than salary.
3. CONTRACTOR will be reimbursed for subcontractor costs at actual cost.
4. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified by the 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: [https://www.co.monterey.ca.us/auditor/pdfs/County Travel Business Expense Policy 12-5-12.pdf](https://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf). To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.
5. CONTRACTOR will invoice monthly for payment of services provided and costs incurred, including actual hours worked by task and staff member, and costs incurred during the previous month.
6. CONTRACTOR warrants that the costs charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

The specific rates of compensation specified in CONTRACTOR's Design Fee Estimate Worksheet are not adjustable and are valid through the expiration of the Agreement.

The total amount payable by County for work under this Amendment No. 6 shall be increased in the amount of \$54,976.12 for a total amount not to exceed \$1,094,063.81, unless authorized by County through an amendment to Agreement. Should certain tasks not be performed in this Scope of Services, then the increased amount shall be reduced by the amount indicated for each task or portion of a task not performed.

Additional Services cannot be provided until the additional work is presented to the County and with County approval, amended into the Agreement. Once the amendment to the Agreement is fully executed, CONTRACTOR will be authorized to proceed with the described work.

EXHIBIT A-5- SCOPE OF SERVICES/PAYMENT PROVISIONS

DELIVERABLES LIST

Deliverable	Task
Review Meeting Notes (Notes to be Prepared by County or RE)	4.B.1
Modified Plans and/or Specifications for CCOs	4.B.3
Written Comments on Prestressing Shop Plans	4.B.4
Written Comments on Shop Plan Reviews	4.B.5
Written Responses to Contractor RFIs (PDF Format)	4.B.6
Survey Staking Notes	4.B.7
CPUC Form G	4.B.8
Record Drawings (1 Mylar Set)	4.B.9
Record Drawings (PDF Format)	4.B.9
Progress Reports	4.B.10

EXHIBIT A-5 - SCOPE OF SERVICES/PAYMENT PROVISIONS

**TRC ENGINEERS, INC.
DESIGN FEE ESTIMATE WORKSHEET**

**COUNTY OF MONTEREY
CASTROVILLE RAILROAD CROSSING BICYCLE/PEDESTRIAN PATH
AMENDMENT NO. 6 - PHASE 3, CONSTRUCTION PHASE TASKS**

Expenses	
Description	Amount
Travel	
Airfare (Round Trips)	\$0.00
Mileage	\$577.80
Lodging	\$450.00
Per Diem	\$102.00
Car Rental	\$114.00
Miscellaneous	\$200.00
Travel Subtotal	\$1,443.80
ODC	\$991.92
Subcontractors Administrative Costs	\$0.00
ODC Subtotal	\$991.92
Total	\$2,435.72

02/21/17	174373
0%	0.0%
0%	0%

Date: 02/21/17
 Overhead %: 0%
 Profit %: 0%

Project: 174373
 Increase: 0.0%
 Sub administration: 0%

21-Feb-17
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Subcontractors	
Name	Amount
Peters Engineering	\$2,000.00
Parikh Consultants, Inc.	\$8,000.00
Total	\$10,000.00

Total Fee Estimate	
Labor	\$62,535.00
Subcontractors	\$10,000.00
Expenses	\$2,435.72
Total	\$74,970.72
Budget Remaining	\$20,000.00
Amendment Budget	\$54,970.72

EXHIBIT A-5 - SCOPE OF SERVICES/PAYMENT PROVISIONS

COUNTY OF MONTEREY
 CASTROVILLE RAILROAD CROSSING BICYCLE/PEDESTRIAN PATH
 AMENDMENT NO. 6 - PHASE 3, CONSTRUCTION PHASE TASKS

TRC ENGINEERS, INC.
 DESIGN FEE ESTIMATE WORKSHEET

Date: 02/21/17
 Start Date: 10/1/2016
 End Date: 12/31/2018

Project: 174373

Increase: Sub admin: Overhead %: Profit %:

Task #	Phase Description	LABOR											Total \$	Phase Subtotals \$	% of Total			
		Principal	Senior Specialist	Project Manager	Project Engineer	Senior Engineer	Engineer	CADD Supervisor	CADD Technician	Desktop Publisher	Administrative Assistant	Total Hours						
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
PHASE 3 - Construction Phase Tasks																		
4.B.1	Preconstruction Meeting and Site Visits (3 Meetings)			8												24	\$4,520.00	5%
4.B.2	Phone Consultation			8												32	\$6,000.00	7%
4.B.3	Change Order Assistance			8												40	\$8,190.00	9%
4.B.4	Pre-stressing Shop Plan Review			1												47	\$5,740.00	10%
4.B.5	Other Shop Plan Reviews																	
4.B.5.1	Concrete Mix Designs			1												12	\$1,516.00	3%
4.B.5.2	CIDH Concrete Pile Placement Plan			1												14	\$1,795.00	3%
4.B.5.3	Railings			1												18	\$2,255.00	4%
4.B.5.4	Joint Seal Assemblies			1												16	\$2,395.00	4%
4.B.5.5	Hinge Cable Restainers			1												16	\$2,395.00	4%
4.B.5.6	Column Isolation Casings			1												14	\$1,795.00	3%
4.B.5.7	Electrical/Lighting																	
4.B.5.8	Bearing Devices (TIE/Spherical Expansion Bearings)															10	\$1,435.00	2%
4.B.6	Responses to RFIs (Assume 20 RFIs @ 2.5 hrs. ea.)			4												50	\$7,130.00	11%
4.B.7	Construction Staking and Notes			1												19	\$2,820.00	4%
4.B.8	Railroad and CPUC Coordination			2												4	\$820.00	1%
4.B.9	Record Drawing Preparation (93 sheets @ 1 hr. ea.)			2												105	\$10,960.00	23%
4.B.10	Project Management (1.5 hrs./month)															30	\$5,090.00	7%
4.B.11	Geotechnical																	
Totals Page 1				49	88	80	174	18	13	13	13	13	13	13	13	452	\$62,535.00	100%
Fee/Classification		Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate
% of Total Hours/Classification		11%	19%	18%	25%	4%	20%	3%	3%	3%	3%	3%	3%	3%	3%	100%	\$62,535.00	hours ok \$ ok

EXHIBIT A-5 - SCOPE OF SERVICES/PAYMENT PROVISIONS

**TRC ENGINEERS, INC.
DESIGN FEE ESTIMATE WORKSHEET**

Travel		Rancho Cordova			
From	To	Castroville/Salinas			
# of people	1	# of nights		3	
# of days	3				
# of trips	3				
Airfare (round trips)		Rate	#	trips	people
Mileage		\$0.535	360	miles	trips
Lodging		\$150.00	3	nights	people
Per Diem		\$34.00	1	days	people
Car rental		\$38.00	3	days	people
Miscellaneous (gas for rental)		\$200.00	1	units	people
Total Travel					8
					\$0.00
					\$577.80
					\$450.00
					\$102.00
					\$114.00
					\$200.00
					\$1,443.80

ODC's		Rate	#		
Mail		\$0.49	8	pieces	
Overnight mail		\$10.50	15	pieces	
Copies		\$0.07	1400	copies	
Prints (22x34)		\$2.50	93	prints	
Vellums (22x34)		\$7.50	0	prints	
MyIars (22x34)		\$15.00	0	prints	
Miscellaneous		\$500.00	1	units	
Total ODC's					\$991.92
					\$3.92
					\$157.50
					\$98.00
					\$232.50
					\$0.00
					\$0.00
					\$500.00
					\$2,435.72