

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

THIS AMENDMENT NO. 3 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 County and CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on November 20, 2007 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on January 15, 2010 (hereinafter, "Amendment No. 1"), and March 1, 2011 (hereinafter, "Amendment No. 2"); and

WHEREAS, CONTRACTOR has completed engineering studies of six bridge alternatives for the Davis Road Bridge Replacement (hereinafter, "Project"); and

WHEREAS, the six bridge alternatives did not satisfy Caltrans and the Federal Emergency Management Agency (FEMA) requirements for hydraulic and environmental changes for the Project; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to study additional alternatives that span a much larger portion of the Salinas River and incorporate the results into a mini Project Study Report (PSR) as required by Caltrans; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to December 31, 2014 and increase the amount by \$163,513 to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 3.

NOW, THEREFORE, the Parties agree to further 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, A-1 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 \$560,363.

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

The term of this Agreement is from July 17, 2007 to December 31, 2014, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend. Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-2, Scope of Services/Payment Provisions".

5. The Schedule referenced in the Agreement, Exhibit A - Scope of Services/Payment Provisions, is hereby revised to extend through December 31, 2014, to conform to the amended term of the Agreement.

6. All other terms and conditions of the Agreement remain unchanged and in full force.

7. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 3 to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

By: [Signature]
Contracts/Purchasing Officer

Date: 2-12-13

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

By: [Signature]
Deputy County Counsel

Date: 11-16-12

Approved as to Fiscal Provisions, Auditor/Controller

By: [Signature]

Date: 2-7-13

Approved as to Indemnity, Insurance Provisions, Risk Management

By: _____

Date: _____

CONTRACTOR*

TRC Engineers, Inc.

Contractor's Business Name*

By: [Signature] MARK A. IMBRIANI

Its: VICE PRESIDENT
(Signature of Chair, President, or Vice-President)

Date: 11/9/12

By: [Signature] Jim Baker

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

Date: 11/9/2012

*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.

FEB 11 2013

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 3 to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

TRC Engineers, Inc.
Contractor's Business Name*

Date: _____

By: Mark A. Imbriani
MARK A. IMBRIANI

Its: VICE PRESIDENT
(Signature of Chair, President, or Vice-President)

Date: 11/9/12

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

By: Jim Baker
Jim Baker

By: _____
Deputy County Counsel

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

Date: _____

Date: 11/9/2012

Approved as to Fiscal Provisions, Auditor/Controller

By: _____

Date: 11-12-12

Approved as to Indemnity, Insurance Provisions, Risk Management

By: _____

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-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

ADDITIONAL SERVICES – AMENDMENT NO. 3

INTRODUCTION

The scope of this project is defined by the original scope of work which was approved by the County on November 20, 2007. There has been extensive hydraulic studies including survey work for the development of the Davis Road Bridge Project over the Salinas River and South Davis Road Widening from Reservation Road to Blanco Road in an attempt to achieve "flood neutrality". The current project study configurations were limited to 860' to 1180' bridge lengths as determined by CALTRANS and COUNTY staff at a field review. Various hydraulic modeling and survey work was performed for the different bridge lengths and have not achieved "flood neutrality". Therefore, it is necessary that other alternate project configurations be studied. That is the purpose of this Amendment No. 3. The goal is to decide upon a course of action in which a preferred alternative is selected, and then proceed with development of that preferred alternative. The five possible alternative configurations required for further studies are as follows:

Alternative Configuration #1, Channel Grading-Conventional prestressed concrete box girder bridge type with 8 or 10 spans at 1180 feet long: This alternative will include 46,000 CY of channel grading, 4.3 acres of Right of Way acquisition, and 4.3 acres of mitigation area for vegetation removed by the channel grading. 100 year flood passage is achieved with no backwater effects. The significant grading will require a difficult permitting process due to extensive grading and vegetation removal which are environmentally sensitive.

Alternative Configuration #2, Clear Span-A cable stayed bridge at 1700' span: This type of bridge would be required to keep any portion of the bridge out of the FEMA flood way (see attached 1 for FEMA map). 100 year flood event passage is achieved with no backwater effects. There are minimal right of way and mitigation costs. This type of bridge structure may be the most expensive of the alternatives.

Alternative Configuration #3, Long Bridge-Conventional prestressed concrete box girder bridge type with 11 or 14 foot spans at 1700 feet long: The abutments and abutment fills will be placed out of the floodway. The 1700 foot length has been determined to be the length required to achieve a 0 backwater effect without a substantial amount of grading within the environmentally sensitive area within the floodplain. Alternative 3 would entail grading beneath the bridge to remove the existing low level crossing to an elevation of 25 feet. Alternative 3 will have no increase in backwater in 100 year flood event.

Alternative Configuration #4, CLOMR/LOMR-Conventional prestressed concrete box girder bridge type with 8 or 10 spans at 1180 feet long: This alternative would include no channel grading and would require the COUNTY to obtain a CLOMR/LOMR documenting

Amendment 3 - Scope of Services

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

the resultant increased backwater surface elevations. Mitigating construction, such as channel work and flood protection structures would be required. Flood easements from individual property owners would also be required.

Alternative Configuration #5, No Build:

Do not construct any project. This would leave Davis Road low crossing in place with frequent flooding and the closing of the road way in the winter. This would not provide the expanded four lane capacity of Davis Road to provide for projected future traffic volumes.

Additionally, the COUNTY desires that the median of Davis Road be up to 18' wide instead of 4' wide. This change will be incorporated into all alternatives and work products prepared to date. COUNTY will select their desired width before detailed studies are performed.

Once the alternative configurations have been studied, a report shall be prepared by TRC Engineers (CONSULTANT) as required by CALTRANS for longer bridge lengths. This report will assist the COUNTY in determining the preferred alternative that will be submitted to CALTRANS for the type selection report.

* **BASIC SERVICES** * Deliverables for this task will include the following for the five alternatives:
• Mini Project Study Report (PSR)

JCS mas 4/8/12/11/8/12
Contractor's Initials Date

TASK 1 - PROJECT MANAGEMENT & COORDINATION

Additional Project Management & Coordination (time and material) will be required for this Amendment #3 Project Configuration Alternatives. The activity under this task shall be per original PSA.

TASK 3 - SURVEYS AND RIGHT-OF-WAY

The CONSULTANT shall delineate required R/W for Alternative Configurations 1 to 4. It is assumed that the R/W will be 108' wide per County standards.

TASK 4 - ENVIRONMENTAL

CONSULTANT shall provide additional coordination with the COUNTY's environmental consultant (LSA) through the environmental process.

TASK 5 - TRAFFIC STUDY

Due to the age of previously obtained traffic counts and data, the CONSULTANT will incorporate updated traffic information into the analysis. The COUNTY will provide updated traffic counts at locations requested by CONSULTANT. These are expected to include Davis Road at several locations and all intersecting roadways, including turning movements in all directions at each such intersection. The COUNTY will provide CONSULTANT with the recent East Garrison Traffic Study as well as plan line

Amendment 3 - Scope of Services

EXHIBIT A-2 -- SCOPE OF SERVICES/PAYMENT PROVISIONS

Improvements for the Davis Road/Reservation Road intersection.

TASK - 7 HYDRAULICS AND DRAINAGE

CONSULTANT shall provide additional information required to COUNTY's Hydraulic Consultant to model the various additional alternative configurations.

In addition CONSULTANT will coordinate with COUNTY and its Hydraulic Consultant in developing a solution to convey flow across Davis Road north of the bridge. Options to be considered include a viaduct slab bridge, cross culverts, and bubblers. Significant modeling may be required to arrive at a flood neutral configuration north of the bridge. COUNTY understands that a lesser design flood will need to be accepted for this area, as conveyance of the 100-year flow would be cost prohibitive.

TASK 8 PRELIMINARY DESIGN

Under the original scope, the COUNTY has selected a roadway alignment. In this amendment CONSULTANT will utilize the original roadway alignment and perform additional preliminary bridge and roadway design of the Project Configuration Alternatives which will include the additional roadway median island width.

Subtasks include:

8.1.A - Additional Geometric Approval Drawings

CONSULTANT shall prepare conceptual Geometric Approval Drawings (GAD), which include a horizontal and vertical alignment and one typical section for each of the four alternative configurations.

Configuration 1: The CONSULTANT shall provide summary report on the activities completed in this alternative.

Configurations 2 and 3: CONSULTANT shall modify the approaches and other associated work to the new bridge configurations for these alternatives.

Alternative 4: CONSULTANT shall obtain inundation maps both before and after the project from the COUNTY's hydraulic CONSULTANT. The CONSULTANT will use these inundation maps and will look at aerial views to develop conceptual plan of required easements, right-of-way and improvements.

CONSULTANT shall submit conceptual geometric approval drawings for each alternative configuration with their associated cost estimates to the Project Development Team (PDT) for review and evaluation. Following, a meeting will take

Amendment 3 - Scope of Services

EXHIBIT A-2 -- SCOPE OF SERVICES/PAYMENT PROVISIONS

place to discuss the various alternatives at which time it is assumed that a consensus will be reached as to which alternative configuration will be considered as a preferred alternative for further project development. The report with the considered preferred alternative shall be submitted to Caltrans for further review and approval.

Upon approval of the report by Caltrans and as directed by the COUNTY, CONSULTANT shall proceed with preliminary design in Task 8.3.

Deliverables for this task will include the following for the four alternatives:

- Conceptual Geometric Approval Drawings (GAD's)
- Magnitude Level Cost Estimates

8.2.A – Additional Structure Advance Planning Studies

CONSULTANT shall prepare Structure Advance Planning Studies (APS) for Alternative 2 and Alternative 3. The deliverables will include a drawing showing the Plan, Elevation and Typical Section of each alternative, a completed APS checklist, a Design Memo and Itemized Cost Estimates. It is assumed herein that the structure type will be a cast-in-place prestressed post-tensioned reinforced concrete box girder superstructure founded on large diameter concrete piling for Alternative 3 and a cable-stayed bridge for Alternative 2. Any analysis of the proposed structure will be qualitative only in nature.

Deliverables for this task will include:

Structure Advance Planning Study package per OSFP Manual 3.2

8.3.A – Additional Preferred Alternative Development

CONSULTANT shall develop the preferred alternative into planning level design plans that will include general typical section(s) and plan and profiles, identify impacts on right-of-way, utilities, and drainage, and identify any non-standard design features for future design exceptions. Preparation of Design Exception Fact Sheets are not part of this scope, but if required, can be provided as supplemental service. Two tractor crossing locations will be identified between Blanco Road and the Bridge. This scope of work does not include detailed drainage design.

This scope of work is based on one round of comments for each submittal identified in this task.

Deliverables for this task will include:

- Final Geometric Approval Drawings (GAD) with cost estimate for the preferred alternative

8.4.A – Additional Structure Type Selection Report

Amendment 3 - Scope of Services

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

The sub-tasks noted below from the original agreement will be modified for the new preferred alternative.

Task 8.4.A.1 Bridge Preliminary Report:

This subtask includes additional work to assemble information for Alternative Configurations 2 and 3.

Task 8.4.A.2 Type Selection:

This subtask includes additional work to assemble information for the preferred alternative.

Task 8.4.A.3 Bridge General Plan:

This subtask includes additional work to assemble information for the preferred alternative.

Task 8.5.A Preliminary Engineering North of Bridge

This task includes performing Task 7 and Subtasks 8.1 -8.5 for the area north of the bridge.

TASK 9 PREPARE DRAFT PROJECT REPORT

This task includes additional work to include information for Alternative Configurations 2, 3, and 4.

TASK 12 CALTRANS COORDINATION/FIELD REVIEW/FEDERALIZATION OF THE PROJECT

CONSULTANT will coordinate with Caltrans District 5, regarding federal funding limitations regarding HBP limits, field review, and ongoing coordination. This task requires preparing exhibits of bridge profiles to determine funding limits. These exhibits will be reviewed by Caltrans representatives and meetings will be held to discuss the funding limits. Additional exhibits will be prepared to address the Caltrans comments.

Additional meetings will be held to discuss federalization of the project.

A field review will be scheduled. The CONSULTANT shall have (2) people in attendance along with members of the County staff, its consultants, and Caltrans District 5. The field review form will be prepared by the CONSULTANT.

TASK 13 RESERVATION ROAD AND BLANCO ROAD INTERSECTION

Amendment 3 - Scope of Services

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

ROADWAY CONFORMS

The lengths of the adjoining street conforms lengthened from the original scope. Due to the need to accommodate the future widening of Reservation Road, the conforms are now approximately 1000 feet both east and west of the Davis Road intersection. Foster Road and Hitchcock Road conforms lengthened to variable lengths of 1000' to 1400'. It is assumed that one left turn pocket will be required on both sides of the intersection at Foster Road and at Hitchcock Road. These lanes will taper to match existing at the conform limits. The intersection of Blanco Road was designed to tie into the existing improvements. However, there is a future project to the north, so we will need to consider this in the design. Any changes from the proposed configuration north of Blanco will require Supplemental Task X.1 to be performed, however it is assumed herein that this project will be constructed first and thus future projects will be designed to conform to this project.

CONSULTANT shall modify the conforms as needed after the results are received from the traffic study that will determine which roads require left turn pockets and the lengths of those return pockets.

Task 14 PRELIMINARY ROADSIDE DITCH AND DRAINAGE DESIGN

As a result of coordination through the environmental process, the roadside ditches along both sides of Davis Road needed to be sized to determine the impacts to the adjoining property owners. The COUNTY's Hydraulic Consultant will provide 20-year design flows to CONSULTANT which will perform drainage calculations to preliminarily size the roadside ditches. An approximate ditch size will be determined, and this information will be given to LSA for their environmental studies.

Task 15 SALINAS INDUSTRIAL WASTE TREATMENT FACILITY (SIWTF) ACCESS

Two subtasks are included in this task:

Salinas Industrial Waste Treatment Facility (SIWTF) Entrance - the new bridge structure will occupy the location of the existing driveway access to this facility. This would require an extension of the bridge to accommodate the driveway, and an extra lane on the bridge to allow appropriate acceleration/deceleration lanes and transitions to the driveway from Davis Road. Accommodating this driveway is estimated to cost about \$4 million in additional bridge costs in addition to introducing a less safe configuration. The alternative is to relocate the driveway, which will be explored in this task.

City of Salinas Industrial Waste Line Conveyance Project Coordination - 10% Construction Plans show the proposed facilities being constructed in the existing SIWTF driveway including a manhole that would fall directly on the proposed bridge over the Salinas River. This task includes dialogue and coordination with the City of Salinas to make sure they are

Amendment 3 - Scope of Services



EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

aware of the SIWTF driveway realignment and modify their plans accordingly, as well as joint coordination of both projects.

SUPPLEMENTAL SERVICES

in the Payment Provisions of this Exhibit A-2.

The following supplemental tasks may be required during Phase 1. Due to the indeterminate nature of each task, COUNTY will reimburse CONSULTANT for work performed utilizing the methodology shown on Exhibit A. Costs included on Exhibit A for these tasks are estimates only. CONSULTANT will keep COUNTY apprised as to any work performed on these tasks on a monthly basis. COUNTY will give verbal notice-to-proceed to CONSULTANT before the commencement of work on any of these tasks.

 
Contractor's Initials
11/8/12 11/8/12
Date

TASK X.7 INTERSECTION GEOMETRICS OF THE BLANCO ROAD AND DAVIS ROAD INTERSECTION

CONSULTANT will coordinate with the County regarding the future County project at the intersection of Blanco Road and Davis Road Lane geometrics will need to be tied into this future project. Once the County has a preliminary plan of the future project, they shall submit it to the CONSULTANT to implement any geometric changes to the Davis Road project at this intersection. It is assumed that this future project will only affect the approaches to the intersection.

Task X.8

VALUE ANALYSIS

A value analysis will be performed including a panel of experts selected by the COUNTY. Two representatives of the CONSULTANT will provide exhibits and attend the week-long session. As the project cost is less than \$100 million, it is assumed that this task will not be performed.

EXCLUSIONS

The same exclusions as in the original agreement apply.

Amendment 3 - Scope of Services

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

COUNTY-PROVIDED INFORMATION.

Certain services will be performed by the COUNTY, as listed in the original Agreement. Additional tasks are listed below. This list is not all-inclusive.

1. Provide lane configurations for widening of Davis Road north of Blanco and widening of Reservation Road at the Davis Road intersection.
2. Information as listed under each task.
3. Updated traffic counts
4. East Garrison Traffic Study
5. R/W Mapping and Surveying for the SIWTF access road locations.

DELIVERABLES

Two copies of each deliverable will be provided along with a CD-ROM containing an Acrobat PDF file of each deliverable. The COUNTY will handle any internal or external distribution of deliverables.

SCHEDULE

The schedule for this work is assumed to be six months for all tasks except Task 8.5A, assuming hydraulic modeling by others is performed in a timely manner. The duration of Task 8.5A may extend depending on the results of the hydraulic analyses, however the report for the area south of the bridge (the HBP portion) will not be delayed by any activity north of the bridge. The HBP portion of the project, south of Foster Road, shall be studied first so as to accelerate this portion of the project.

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

**PAYMENT PROVISIONS
FOR
SOUTH DAVIS ROAD WIDENING AND BRIDGE REPLACEMENT
PROJECT
PROJECT STUDY REPORT (PSR)**

COST-PLUS-FIXED FEE – BASIC SERVICES

The basis of payment for the basic services provided under this amendment shall be cost-plus-a-fixed fee.

1. The County shall reimburse the Consultant for actual costs (including labor costs, employee benefits, overhead, and other direct costs) incurred by the Consultant in the performance of the work in this Amendment 3, in an amount not to exceed \$145,057.00, exclusive of any fixed fee, without an amendment to this agreement. Actual costs shall include 155% overhead applied to actual salaries plus actual direct costs. Aggregate actual costs for all basic services performed under the Agreement and all amendments to date shall not exceed \$457,535.00, exclusive of any fixed fee, without amendment of this agreement.
2. In addition to the costs referred to in paragraph 1 of this article, the County shall pay the consultant a fixed fee of \$15,956.00 for work performed under this Amendment 3. Said fixed fee shall not be altered unless there is a significant alteration in the scope, complexity or character of the work to be performed. Aggregate fixed fees for all basic services performed under the Agreement and all amendments to date shall not exceed \$50,328.00, without amendment of this agreement.
3. The Consultant shall be reimbursed for actual travel expenses incurred in the performance of this work, including the use of private cars at the rate of \$0.555 cents per mile, or the then-current IRS approved rate if lesser, while traveling away from Consultant's headquarters which is hereby designated as Sacramento, California. In addition, Consultant's personnel shall be reimbursed for per diem expenses at a rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules.

EXHIBIT A-2 -- SCOPE OF SERVICES/PAYMENT PROVISIONS

4. Total expenditures made under this Amendment 3 for Basic Services, including the fixed fee, shall not exceed the sum of \$161,013.00 without amendment of this agreement. Total expenditures made under the Agreement and all amendments to date for Basic Services, including the fixed fee, shall not exceed the sum of \$507,863.00 without amendment of this agreement.

COST-PLUS-FIXED FEE --SUPPLEMENTAL SERVICES

The basis of payment for the supplemental services provided under this amendment shall be cost-plus-a-fixed fee. The actual costs and fixed fee shall be negotiated for each individual supplemental service.

1. The County shall reimburse the Consultant as per paragraph 1 above under Basic Services. Actual costs shall include 155% overhead applied to actual salaries plus actual direct costs. Actual costs for all supplemental services performed shall not exceed \$2,252.25 exclusive of any fixed fee, without an amendment to this agreement. Aggregate actual costs for all supplemental services performed under the Agreement and all amendments to date shall not exceed \$47,707.25, exclusive of any fixed fee, without amendment of this agreement.
2. In addition to the costs referred to in paragraph 1 of this article, the County shall pay the consultant a fixed fee for each supplemental service, calculated as 11% of the actual costs including overhead. The corresponding fixed fee would be \$247.75. Aggregate fixed fees for all supplemental services performed under this amendment shall not exceed \$4,792.75, without an amendment to this agreement. Said fixed fees for each supplemental service shall not be altered unless there is a significant alteration in the scope, complexity or character of the work to be performed.
3. The Consultant shall be reimbursed for actual travel expenses incurred in accordance with paragraph 3 under Basic Services.
4. Total expenditures made under this Amendment 3 for Supplemental Services, including the fixed fee, shall not exceed the sum of \$2,500.00 without amendment of this agreement. Total expenditures made under this agreement for Supplemental Services, including the fixed fee, shall not exceed the sum of \$52,500 without amendment of this agreement.

Total expenditures made under this Amendment 3 for Basic and Supplemental Services, including the fixed fee, shall not exceed the sum of \$163,513 without amendment of this

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

agreement. For billing purposes work will not be segregated between the Agreement and this Amendment 3. Work under the Agreement and all amendments shall be billed in the aggregate and shall only be limited by the aggregate amounts listed herein. Total expenditures made under the Agreement and all amendments to date for Basic and Supplemental Services, including the fixed fee, shall not exceed the sum of \$560,363 without amendment of this agreement.

Travel Reimbursement Rates

Reimbursement Rates

Breakfast: Actual up to \$6.00.

Lunch: Actual up to \$10.00.

Dinner: Actual up to \$18.00.

Incidentals: Actual up to \$6.00.

Mileage: IRS rate, currently 55.5 cents per mile.

Lodging: Actual up to \$129.00 plus applicable taxes.

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Monterey County
 Davis Road Widening and Bridge Replacement
 Phase 1 Amendment 3 Fee Estimate

TRC
 DESIGN FEE ESTIMATE WORKSHEET

07/11/12

Project: 154189
 Increase: 0.0%
 Sub administration: 0%

11-Jul-12
 06:41:01 PM

Expenses	Description	Amount
Travel		\$0.00
Airfare (round trips)		\$795.20
Mileage		\$250.00
Lodging		\$136.00
Per Diem		\$0.00
Car Rental		\$0.00
Misc.		\$0.00
Travel Subtotal		\$1,185.20
Other Direct Costs		\$677.80
Subconsultants Admin. Costs		\$0
ODC Subtotal		\$677.80
Total		\$1,863.00

Subconsultants	Name	Amount
	Peters Engineering	\$5,500.00
	Peters Engineering Supplemental Ser	\$2,500.00
Total		\$8,000

Total Fee Estimate	
Labor	\$153,650.08
Subconsultants	\$8,000.00
Expenses	\$1,863.00
Total	\$163,513.08

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Monterey County
 Devils Road Widening and Bridge Replacement
 Phase 1 Amendment 3 Fee Estimate
 TRC
 DESIGN FEE ESTIMATE WORKSHEET
 2012
 Date: 07/11/12
 Start Date: 3/10/2012
 End Date: 12/31/2013
 Project: 154109
 Increase: Sub admin: 0.0%
 0%

Phase #	Phase Description	LABOR										Total Hours	Total \$	Phase Subtotal Hrs	Phase Subtotal \$	% of Total		
		Principal	Senior Proj Spec	Project Manager	Project Engineer	Senior Engineer	Engineer	CADD Supervisor	CADD Technician	Desktop Publisher	Administrative Assistant							
1	Project Management (See Page 2)																	
4	Environmental (See Page 2)																	
5	Traffic																	
6	Geotechnical																	
7	Hydraulics & Drainage																	
8	Preliminary Design (A.1 - GAD/Study Plans)																	
9	Structure AFS																	
10	Structure All Development																	
11	Structure Type Selection																	
12	Profile & Struct. All N. of Foster																	
13	Coordinate Review (X.1, X.8)																	
14	Review Conform Exp/Changes (X.7)																	
15	Prelim Drainage Ditch Design (X.9)																	
16	BM/TP Access																	
Totals Page 1																		
Fee Classification																		
% of Total Hours/Classification																		

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Montgomery County
 Debris Road Widening and Bridge Replacement
 Phase 1 Amendment 3 Fee Estimate

Project: 154189
 Increase: Sub admin: 0%

TRC
 DESIGN FEE ESTIMATE WORKSHEET
 2012

Phase #	Phase Description	LABOR										Total Hours	Total \$	Phase Subtotals	% of Total		
		Principal	Senior Prof Spec	Project Manager	Project Engineer	Senior Engineer	Engineer	CADD Supervisor	CADD Technician	Desktop Publisher	Administrative Assistant						
1	Project Management																
1.A	Project Team Oversight																
1.B	QA/QC																
1.C	Progress Reports & Invoices																
1.D	Administration																
1.E	PDT Meetings																
1.F	Schedule Updates																
4	Environmental (see ISA scope)																
1	Project Initiation																
2	Meetings																
3.2	APC Map & Prof. Description																
3.4	Visual Impact Assessment																
3.6	Headlight Evaluation																
3.6	Farmstead Impact Analysis																
5.4	Project Initiation																
5.2, 5.4	Meetings																
6.5	Farmstead Impact Analysis																
8.7	Air Quality Analysis																
7.1, 7.8	Responses to Comments																
7.6	Litigation & Mentoring Plan																
Totals Page 2																	
Fee Classification																	
% of Total Hours/Classification																	
Totals Pages 1 and 2																	
Fee Classification																	
% of Total Hours/Classification																	

EXHIBIT A-2 -- SCOPE OF SERVICES/PAYMENT PROVISIONS

TRC
FEE ESTIMATE WORKSHEET

Travel From	Sacramento							
To	Salinas							
# of people	1 or 2							
# of days	1							
# of trips	4						2	
Airfare (round trips)								
Mileage	Rate							
Lodging	\$0.555							
Per Diem	\$125.00							
Car rental	\$34.00							
Miscellaneous								
Total Travel								\$1,185.20

ODC's								
Mail	Rate							
Overnight mail	\$0.45							
Copies	\$12.00							
Prints (22x34)	\$0.07							
Vellums (22x34)	\$2.50							
MyIars (22x34)	\$7.50							
Miscellaneous	\$15.00							
Total ODC's	\$100.00							\$677.80

Total Travel and ODC's	\$1,863.00
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/22/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Insurance Brokerage 450 Northridge Parkway Suite 102 Atlanta, GA 30350 Matias Ormaza	1-770-552-4225 CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com
INSURED TRC Engineers, Inc. TRC Companies, Inc. 123 Technology Drive Irvine, CA 92618	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: American Guarantee & Liability Insurance INSURER C: American Zurich Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 27816516

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			GLO5472507-00	07/01/12	07/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP 5472506-00	07/01/12	07/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC-6547767-03	07/01/12	07/01/13	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			WC5472508-00	07/01/12	07/01/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability E&O-Including Pollution Liab.			EOC 5472532-00	07/01/12	07/01/13	Per Claim 10,000,000 Aggregate 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The County of Monterey, its officers, officials, directors, employees and volunteers are additional insureds where required by written contract. This insurance is primary and non-contributory.

CERTIFICATE HOLDER**CANCELLATION**

County of Monterey Shelley Dickinson 168 W. Alisal Street, 2nd Floor Salinas, CA 93901 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)
JNoyola

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27816516

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization to whom or to which you are required to provide additional insured status in a written contract or written agreement executed prior to the loss except where such or agreement is prohibited by law.	Any location where you have agreed through written contract, agreement or permit, executed prior to the loss, to provide additional insured coverage.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization to whom or to which you are required to provide additional insured status in a written contract or written agreement executed prior to the loss except where such contract or agreement is prohibited by law.	Any location where you have agreed, through written contract, agreement or permit, executed prior to the loss, to provide additional insured coverage for completed operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work"

at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



Other Insurance Amendment – Primary And Non-Contributory

Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
GLO5472507-00	07/01/2012	07/01/2013	35266000	N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: TRC Companies

Address (including ZIP Code): 21 Griffin Road North, Windsor, CT 06095

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

SECTION IV. COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, is amended per the following:

1. The following paragraph is added under **a. Primary Insurance**:

This insurance is primary insurance as respects our coverage to an additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added under **b. Excess Insurance**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 07/01/12	Countersigned By: (Authorized Representative)
Named Insured: TRC Companies, Inc.	

SCHEDULE

<p>Name of Person(s) or Organization(s):</p> <p>Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.