# AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY OF MONTEREY AND TRC ENGINEERS, INC.

THIS AMENDMENT NO. 4 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") 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"); and

WHEREAS, Agreement was amended by the Parties on February 1, 2012 (hereinafter, "Amendment No. 1"), December 7, 2012 (hereinafter, "Amendment No. 2"), and June 24, 2013 (hereinafter, "Amendment No. 3"); and

WHEREAS, Phase 1 of the Castroville Railroad Crossing Bicycle/Pedestrian Path (hereinafter, "Project") is nearing completion; and

WHEREAS, the Parties have developed Phase 2, Final Design Basic Tasks, and Phase 3, Bid and Construction Phase Tasks, for inclusion in the Agreement and for completion of the Project; and

WHEREAS, additional time and funding are necessary to complete the remaining tasks in Phase 1, and complete new tasks associated with Phase 2 and Phase 3 of the Project; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to December 28, 2015 and increase the amount by \$568,043.60 to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 4.

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

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

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits A, A-1, A-2 and A-3** in conformity with the terms of this Agreement. The services are generally described as follows: **Provide** engineering and environmental services for Phase 1, final design for Phase 2 and bid and construction support for Phase 3 of the Castroville Railroad Crossing Bicycle/Pedestrian Path (RFQ/RFP #10197).

Amendment No. 4 to Professional Services Agreement TRC Engineers, Inc.

Castroville Railroad Crossing Bicycle/Pedestrian Path (RFQ/RFP #10197)

RMA - Public Works

Term: December 28, 2010 - December 28, 2015

Not to Exceed: \$964,790.69

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

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A, A-1, A-2 and A-3**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$964,790.69.

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

The term of this Agreement is from <u>December 28, 2010</u> to <u>December 28, 2015</u>, unless sooner terminated pursuant to the terms of this Agreement.

- 4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-3 Scope of Services/Payment Provisions".
- 5. The Project Schedule referenced in Amendment No. 1, Exhibit A-1 Scope of Services/Payment Provisions, is hereby amended to extend through December 28, 2015, 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. 4 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. 4 as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY	CON	TRACTOR*
Ву:		TRC Engineers, Inc.
Contracts/Purchasing Officer		Contractor's Business Name
Date:	Ву:	(Signature of Chair, President or Vice President)
	Its:	MANUA MBHAN, WCE RESIDEN (Print Name and Title)
	Date:	10-24-13
Approved as to Form and Legality	Ву:	(Signature of Secretary, Asst. Secretary, CFO,
Office of the County Counsel	Its:	Treasurer or Asst. Treasurer)  James A Deter  ASST Socretory
By: Optiva J. Oceotiv  Deputy County Counsel	_	(Print Name and Title)
Date: 10-31-13	_ Date:	10/25/13
Approved as to Fiscal Provisions		
By: Aughtor/Controller	-	
Date:	_	
Approved as to Indemnity and Insuranc	e Provisions	
By:Risk Management	_	
Date:	including limited lieb	wility and non-profit corporations, the full legal

\*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.

Amendment No. 4 to Professional Services Agreement TRC Engineers, Inc. Castroville Railroad Crossing Bicycle/Pedestrian Path (RFQ/RFP #10197) RMA - Public World Term: December 28, 2010 – December 28, 2015

## Castroville Bicycle/Pedestrian Path and Railroad Crossing Project

## Detailed Scope of Work - Phase 2 and Phase 3

#### Introduction

This scope includes the design, engineering, plans, specification, right-of-way, and assistance during construction activities for the Castroville Bicycle/Pedestrian Path and Railroad Crossing Project, located in the community of Castroville. Project limits are between McDougall Street and Castroville Boulevard, within the vicinity of Salinas Street and Benson and Collins Roads.

The tasks below are for Phase 2 and Phase 3 of the project. This scope is based on an overpass configuration, Alternative 1 as the preferred alternative determined during Phase 1 of the project. Deliverables are listed in Attachment 1. Additional tasks shall be authorized by an amendment to this agreement, as deemed appropriate by the County.

### PHASE 2: FINAL DESIGN BASIC TASKS

Upon receiving written notice-to-proceed from the COUNTY, the final design shall commence. The plan sheets anticipated to be prepared are listed on Attachment 2. This scope, schedule, and fee are based on that list of plan sheets.

Task 2.A Final Design Startup

CONSULTANT staff shall meet with the COUNTY at a final-design kick-off meeting to discuss the Final Engineering Scope of Work, project requirements, design criteria, and the COUNTY's most current scheduling and review requirements. An agenda and outline shall be prepared and distributed before the meeting, and meeting summary notes shall be prepared and distributed after the meeting. While meeting with the COUNTY, CONSULTANT shall conduct a visual on-site field investigation to discuss existing conditions and confirm design assumptions. To the extent possible, these assumptions are stated herein.

Task 2.B Approach Design Work

Approach design plans shall be prepared by CONSULTANT, who shall coordinate and integrate the structure plans with these plans into the final Plans, Specifications, and Estimate (PS & E) package. Design shall incorporate COUNTY Standard Plans; standards per Caltrans Local Assistance, Highway Design, and Traffic Manuals; 2010 Caltrans Standard Plans, and the most recent American Association of State Highway and Transportation Officials (AASHTO) Green Book. Standards used shall be those in effect as of the date of Notice To Proceed. New standards or modifications to standards which occur during the course of work may require redesign of particular project features. In this case, and only by an amendment to this agreement, COUNTY agrees to compensate CONSULTANT for extra work which is required to meet the new or modified standards.

Task 2.B.1 ... Pathway Civil Design

CONSULTANT shall proceed with final design of the project based on the approved preliminary engineering design concept and CONSULTANT's prior experience with COUNTY project plan preparation. Project construction limits are currently defined as 100 feet east of the Castroville Boulevard extension from State Route 156 on the east and McDougall Street on the west, and up to 200 feet north and south along the railroad alignment.

The Title sheet shall include the appropriate COUNTY and federal funding project identification. This plan sheet shall include a sheet schedule, a vicinity map, the project legend, general notes, and the project control points.

The Typical Section Sheets shall include the pathway structural section as designed based on the recommendations of our geotechnical subconsultant. Any curb, gutter and sidewalk design will conform to COUNTY standards. Standard details will be included for dikes and any reconstructed medians. Typical sections shall be produced for the pathway, Salinas Street, and Collins and Benson Roads.

The Plan & Profile sheets shall be produced at a horizontal scale of 1"=40' and a vertical scale of 1"=4'. The plan view shall delineate the general pathway and roadway improvements and pavement dimensions. The profile grade shall be that shown in the preliminary engineering report. Drainage shall be allowed to runoff the pathway when at grade, due to its narrow width. New and existing gutter flowline elevations on the roadways and drainage ditches shall be shown in the plan and profile view at station intervals, transitions, or at the match points. Geometric

information, tied to the project control points, shall be shown to sufficiently describe both the profile and horizontal alignments.

Approach construction sheets shall be prepared at a 1" = 10' scale. Utility locations, the crosswalk across Castroville Boulevard, sidewalk, curb and gutter reconstruction, and geometric details shall be shown. Spot elevations shall be shown at conforms. Specific improvement details may also be shown on the Construction Details sheets.

Contour grading sheets shall be prepared at a 1"=40' scale. The cut and fill lines shall be identified on the plans as well as all proposed contours.

A Summary of Quantities sheet shall be prepared. Cross-sections shall be plotted at 50' intervals along the alignment and at critical stations. These shall not be part of the contract documents but shall be made available to the COUNTY with the 100% Final PS&E submittal.

Attention is directed to Attachment 2 for the fourteen (14) anticipated plan sheets to be completed in this task, excluding cross section sheets.

Task.2.B.2 Traffic Design

Benson and Collins Roads shall be closed to traffic during construction, however access will be provided for the landowners of parcels adjoining the tracks and for railroad personnel. CONSULTANT shall prepare special provisions requiring the Contractor to maintain this access and provide a plan for doing so to be approved by the Resident Engineer. The plan shall require the maintenance of one lane during the construction of the pathway and structure. A Traffic Control Plan shall not be prepared by CONSULTANT. The current version of the Manual on Uniform Traffic Control Devices (MUTCD) shall be used for all traffic control features. No temporary signal work for pedestrian or vehicular traffic is currently included within this scope of work.

Stage Construction plans shall not be prepared; all work will be performed in one stage with the roadways and pathways closed except as described above for temporary access.

A Signing, Striping and Pavement Delineation Plan shall be prepared. This includes new signs on the pathway and leading to the pathway and the termini. There are no non-standard signs anticipated. Standard signs will only be designated by the appropriate Caltrans sign number. Striping and pavement delineation shall be developed utilizing COUNTY and Caltrans standard details for bicycle pathways. CONSULTANT staff shall work closely with the COUNTY Traffic Engineer to incorporate applicable requirements at the crosswalk across Castroville Boulevard.

Attention is directed to Attachment 2 for the two (2) anticipated plan sheets to be completed in this task.

Task 2.B.3 Traffic Signal Design
No traffic signal plans shall be prepared.

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Street Lighting/Electrical Design Task 2.B.4 CONSULTANT staff shall design the layout of the pathway lighting system in accordance with COUNTY Roadway Lighting Guidelines, if any. In the absence of applicable guidelines, the Handbook of the Illuminating Engineering Society of North America shall be referenced. Lighting on the pathway shall be a luminaire and pedestal post combination to be selected by the COUNTY. The overcrossing structure will be illuminated by low-level lighting integrated into the bridge barriers. The CONSULTANT shall coordinate with PG&E to acquire all as-built existing cabinet information, including but not limited to: existing conduit locations, preferred lamp locations/specifications, wattage, and other pertinent data. The COUNTY shall assist in securing such information.

Attention is directed to Attachment 2 for the four (4) anticipated plan sheets to be completed in this task.

Task 2.B.5 Utility Coordination/Design

Unless specifically stated herein, it is assumed that all new or relocated facilities shall be designed and constructed by the owners of the utilities, however, utility designs provided by the utilities shall be shown on the plan and profile sheets of the plans.

When design is approximately 65% complete, CONSULTANT shall 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 shall forward to CONSULTANT a copy of utility B letters sent and of all correspondence received. For utilities owned or maintained by the COUNTY, the COUNTY project manager shall forward the Utility B letters to the appropriate COUNTY staff member, and send a copy of the transmittal to CONSULTANT. CONSULTANT shall then correspond directly with the identified COUNTY staff member. Utility C letters shall be prepared by CONSULTANT and likewise sent to the COUNTY for distribution upon submittal of the Draft PS&E.

Coordination with PG&E regarding the provision of electrical service shall be performed under Task 2.B.4.

CONSULTANT shall coordinate the design of the project with AT&T. AT&T shall be responsible for the design of any of their facilities. CONSULTANT'S scope is limited to coordination.

It is assumed herein that no coordination or relocation work is required for Cable TV facilities.

It is assumed that no new utility facilities shall be conveyed through the new rail crossing structure, however, at least two empty conduits shall be shown on the plans for future utility use.

Task 2.B.6 Hydrology, Drainage, and Storm Drainage Design A brief drainage study shall be prepared, calculating the runoff for the overpass. Drainage will be collected through deck drains and piping and dispersed along the right of way, but not on railroad right of way. It is envisioned that most drainage shall be deposited into the drainage channel located west of the railroad.

It is assumed that there shall be no other major drainage improvements for this project. All other proposed drainage, including any roadside ditches, will be added to the plan and profile sheets. No additional drainage layout or profile sheets are proposed.

Task 2.B.7 Storm Water Data Report (SWDR), Conceptual Storm Water Poliution Prevention Plan (SWPPP)

CONSULTANT shall complete a SWDR per Caltrans standards for this document. Reference shall be made to the drainage report prepared under Task 2.B.6. A conceptual SWPPP shall be prepared in support of this document. CONSULTANT shall prepare the report in accordance with Caltrans Project Planning Design Guide requirements. This report shall be consistent with the water quality study for the project. CONSULTANT shall also use information from the water quality study as a resource to prepare the SWDR when defining the storm water quality treatment for the project. For the SWDR, CONSULTANT shall document the selection, sizing, and evaluation of Best Management Practices to treat the new impervious areas.

Erosion Control and Water Pollution Control sheets shall be prepared in accordance with the latest Water Quality guidelines. Erosion Control plans and Water Pollution Control plans shall be included with the 65% submittal and shall incorporate the recommendations from the SWDR.

Deliverables

· Draft SWDR

- · Final SWDR
- Erosion Control Sheets
- · Water Pollution Control Sheets
- Attention is directed to Attachment 2 for the eight (8) anticipated plan sheets to be completed in this task.

Task 2.B.8 Retaining Wall/Approach Structure Design

Approach structures and/or retaining walls are anticipated at the ends of the rail crossing structure. These will vary in length depending upon the ultimate project configuration chosen. For purposes of this scope it is assumed that approximately 340 linear feet of approach structure and 100 linear feet of retaining walls will be required. These walls shall be a Caltrans Standard Type 1, 5, or 6 Retaining Wall or a combined approach structure consisting of two vertical wall supports connected to a slab supporting the pathway. A specialized design shall be performed.

At the ends of the retaining walls, cut or fill slopes shall be designed to bring the profile back to original ground. It is assumed that the Caltrans freeway embankment will not be affected. This shall require the alignment to be a sufficient distance north of that embankment to allow for the cut or fill slope to be constructed.

Attention is directed to Attachment 2 for the twelve (12) anticipated plan sheets to be completed in this task.

Task 2.C Rail Crossing Design Work

This scope proposes that the design will be for a multiple-span, cast-in-place prestressed reinforced concrete box girder bridge type, on reinforced concrete piers and abutments, supported on large diameter cast-in-drilled-hole concrete piles. The structure will be approximately 1170' long and 14' wide. Attention is directed to Attachment 2 for the sixteen (16) anticipated plan sheets to be completed in this task.

Task 2.C.1 Structure General Plan Approval

A structure general plan sheet shall be prepared and six (6) 11" x 17" copies shall be submitted to the COUNTY for approval. Structure design work shall not commence until this design submittal is received and approved by the COUNTY. The general plan shall show sufficient detail for COUNTY staff to make a decision to proceed on the concept of the structure design. Details shall include: structure general dimensions, a structure typical section, the location of any utilities to be carried on the structure, an elevation view and a plan view. Structure design shall proceed based on this approved general plan sheet.

Task 2.C.2 Structure Design

The structure design shall be in accordance with Caltrans' "Bridge Memos to Designers," "Bridge Design Practice," and "Bridge Design Aids" manuals. Caltrans' "Bridge Design Specifications" manual shall serve as the design criteria. The design shall meet Caltrans and Federal Highway Administration (FHWA) standards in effect as of the date of Notice to Proceed. Structure design shall be based on the Load and Resistance Factor Design (LRFD) method, with 90 psf pedestrian live loading and an H10 vehicle live loading. Seismic design shall be performed in accordance with Caltrans Seismic Design Criteria, Section 8.21 of Caltrans' "Bridge Design Specifications," and Section 20 of Caltrans' "Memo to Designers" Manual.

Detailing of plans shall be in accordance with the Caltrans "Bridge Design Details" manual. Details shall be checked by the designer. The completion of the design and detailing results in the Unchecked Details. These can be submitted for approval should the COUNTY request this. It is anticipated that deck runoff will be collected in pipes from the bridge deck and retaining wall area. This drainage will be brought down to original ground and drain naturally; no details for connection to any existing storm drain system will be required.

Task 2.C.3 Structure Design Check

The Unchecked Details shall be independently checked. Calculations and computer runs shall be performed to check the bridge layout and structural integrity. A plan set shall be marked up in two colors, yellow indicating approved items and red indicating items to be discussed. The checker and designer shall then work together to resolve discrepancies and any needed plan changes shall be incorporated into the design and drafted. The Checked Details are then ready for specification and estimate preparation, and shall be submitted to the COUNTY for review and approval before beginning same.

#### Task 2.D 35% and 65 % Plans Submittal

A submittal of the 35% and 65% plans and engineers cost estimates shall be made to the COUNTY. This submittal shall include various plan sheets, a portion of those listed in Attachment 2, produced to the stated level of completion. Landscape plans shall be conceptual in nature to allow for flexibility in the incorporation of comments by the COUNTY. Unchecked Structure plans shall be included with the 65% submittal. The contract item list shall also be prepared for the 65% submittal.

For both the 85% and 65% submittals, CONSULTANT shall deliver three sets of 22" x 34" and four sets of reduced (11" x 17") plan sheets and attend

one submittal review meeting at COUNTY offices. CONSULTANT shall await COUNTY review comments before proceeding further with the preparation of the contract documents. After receipt of COUNTY comments on the 35% and 65% plans submittal, CONSULTANT shall review and incorporate applicable revisions into the design.

#### Task 2.E Specifications and Cost Estimate

Task 2,E,1 Specifications

Prior to the Draft PS&E submittal, the plans shall be reviewed by the specifications and design engineers and an updated contract items list shall be produced. The specifications shall then be compiled using the items list to collect and edit the applicable Caltrans Standard Special Provisions (SSPs) and prepare required special provisions in coordination with the roadway and bridge designers. CONSULTANT shall utilize Caltrans "boiler plate" documents including the notice to bidders, proposal, bond forms, and agreement unless the COUNTY chooses to prepare their own boiler plate documents.

Specifications shall state that construction area sign locations are approximate only, and actual locations are subject to the approval of the COUNTY.

## Task 2.E.2 Preparation of a Cost Estimate for the Construction Phase

Two independent sets of quantity calculations shall be performed by individuals experienced in this work. These shall be organized and detailed for use by field inspectors during construction. Standard Caltrans summary sheets shall be used for structure quantity calculations, again facilitating the review process and use by COUNTY construction personnel. Structure quantity estimators must agree within tolerances prescribed in Chapter 11 of Caltrans Bridge Design Aids Manual. Any deviations shall be resolved and the Marginal Estimate sheet prepared. This information shall be merged with the roadway quantities list, which shall be similarly prepared.

Unit prices shall be applied to each contract item resulting in the Engineer's Estimate of Probable Construction Cost (Estimate). Prices used shall be based on the latest available data from the COUNTY and Caltrans, reflecting the location of the project and the quantity of each item. The estimate shall be segregated into two categories: roadway and structure.

Task 2.F. Quality Control

Quality control reviews shall be conducted before the following submittals:

- 35% Plans and Cost Estimate
- 65% Plans, Unchecked Bridge Details and Cost Estimate
- Draft PS&E and Checked Bridge Details
- · Constructability Review
- · Final PS&E

The plans shall be reviewed for compatibility between portions of work and design disciplines.

Structure plans shall be reviewed regarding implementation of geotechnical recommendations by the geotechnical engineer prior to Draft PS&E submittal to the COUNTY. Supplemental recommendations and evaluations shall be provided as appropriate to resolve emergent design considerations...

CONSULTANT shall also perform a constructability review before submitting the Draft PS&E. CONSULTANT shall address written comments received from the COUNTY before submittal of the Final PS&E.

#### Task 2.G Draft PS&E Submittal

A submittal of the Draft PS&E shall be made to the COUNTY. This submittal shall include the PS&E; Geotechnical Report, including the Log of Test Borings; design calculations, and quantity calculations. Three sets of 22" x 34" and four sets of 11" by 17" plans, four sets of special provisions, two copies of the Engineer's Estimate, and two copies of the foundation report shall be submitted to the COUNTY. COUNTY shall submit the PS&E to Caltrans District 5 Local Assistance, if required.

Plans shall be prepared on COUNTY standard border sheets. Plans shall be prepared utilizing AutoCAD (latest version) software. Specifications shall be prepared in Microsoft Word and the estimate prepared in Microsoft Excel.

Caltrans PS&E Certification form shall be completed and submitted to the COUNTY.

Task.2.H .Permitting Coordination

CONSULTANT shall be responsible for completing permit applications for required permits from regulatory agencies. CONSULTANT shall provide volumes and types of excavation and fill for the use in completing California Department of Fish and Game (CDFG), Army Corps of Engineers, Coastal Development Permit and any other permit applications which may be

required. CONSULTANT coordination with COUNTY, agencies, and environmental subconsultant is assumed to the stated level of effort.

#### Task 2.1 Final PS&E

The final contract documents shall be prepared and submitted to the COUNTY as described below.

#### Task 2.I.1 Final Revisions

Upon receipt of comments from the FHWA, Caltrans, and other jurisdictional agencies, which shall be routed through the COUNTY, and COUNTY review comments, final revisions shall be made. CONSULTANT shall incorporate appropriate comments in the PS&E.

#### Task 2.I.2 Final Submittal

CONSULTANT shall submit Final PS&E to the COUNTY. The transmittal shall include: Three sets of 22" x 84" and one set of 11" x 17" reproducible mylar final design plans; two bound and one unbound hard copy of final special provisions; two copies of the construction cost estimate; and the Resident Engineer's File as compiled by CONSULTANT.

## Task 2.J Project Management & Coordination

This task consists of the direction of the work; attendance of twelve meetings with COUNTY, Caltrans, FHWA, or other interested agencies, including those listed in all tasks herein; project coordination with the COUNTY, affected agencies, and subconsultants; telephone coordination and conferences; monitoring schedule and budget performance; and preparing monthly progress reports, invoices, and schedule updates for the COUNTY. Labor hours and costs to perform this task are based on a forty-five (45) week schedule for work.

#### Task 2.K Geotechnical

Work shall consist of providing geotechnical recommendations for design. Field exploration and other work shall be conducted as described in the detailed scope of services for this task included as Attachment 3. Tasks 1.2-1.7 of that scope shall be performed in this phase.

#### Deliverables:

- · Draft Geotechnical Report
- Final Geotechnical Report

## Task 2.L (X.2) Union Pacific Rail Road (UPRR) and Public Utilities Commission (PUC) Coordination

Task 2.L.1 UPRR Coordination

CONSULTANT shall coordinate with the railroad and prepare or perform the following:

- Construction and Maintenance (C&M) Agreement
- · Railroad Cost Estimates
- · Contractor/Railroad Agreement.
- \*\* UPRR Permits, if any.
- . Coordination regarding pipelines and fiber optic cables in the railroad right of way

COUNTY shall provide railroad right-of-entry, pay for all railroad permits and reviews, prepare any easement plats, provide a letter to UPRR to allow consultant to represent COUNTY, and all other work not specified herein.

A detailed scope for each subtask follows:

2.L.1.1 Rallroad C&M Agreement

2.L.1.1.1 CONSULTANT shall meet with UPRR twice in Roseville to present the proposed stage construction and structure configuration. CONSULTANT shall obtain approval of 95% and 100% design submittals after incorporation of requested changes. CONSULTANT shall obtain draft form of Agreement from UPRR.

- 2.L.1.1.2 CONSULTANT shall meet with COUNTY and UPRR to discuss agreement provisions.
- 2.L.1.1.8. UPRR shall prepare draft C&M Agreement to be reviewed by all parties for comment.
- 2.L.1.1.4. CONSULTANT shall attend a coordination meeting to agree upon modifications to draft agreement.
- 2.I.1.1.5. CONSULTANT shall finalize agreement for UPRR and COUNTY approval.

2.L.1.2 Review Railroad Cost Estimate -

CONSULTANT shall review railroad work cost estimate to be prepared by others for UPRR for approval.

2.L.1.3 Raĭiroad/Contractor Agreement -

CONSULTANT shall obtain Railroad Contractor Agreement from UPRR and shall be included in the special provisions by others after editing and submitting for UPRR and COUNTY approval.

2.L.1.4 Overpass Structure Forms -

CONSULTANT shall prepare and submit UPRR-required forms for overpass projects. This includes an initial submittal form, and detailed form showing clearances, etc. and 95%, and 100% plans submittals for review and comment/approval.

#### 2:L.1.5 UPRR/Fiber Optic/Pipeline Coordination

2.L.1.5.1 UPRR Coordination

CONSULTANT shall meet with the railroad engineering and operation representatives to secure acceptance of concept, and to identify railroad tasks such as signal and communications relocations and construction phasing requirements, if any. CONSULTANT shall perform ongoing communication throughout this phase of the project.

2.L.1.5.2 Other Coordination

CONSULTANT shall meet with representatives of Fiber-Optic cable and petroleum pipeline owners to determine their requirements for clearance to their facilities during construction.

Task 2.L.2 PUC Coordination

CONSULTANT shall coordinate with the California Public Utilities Commission (CPUC) and prepare or perform the following:

PUC Application for Authorization to Construct the Project

A detailed scope for each subtask follows:

2.L.2.1. Prepare final PUC application.
CONSULTANT shall prepare final PUC application.

2.L.2.2. File PUC application with PUC (7 copies):
COUNTY shall mail application to San Francisco PUC to enhance timely review and approval.

2.L.2.3 Monitor approval status, notify City of hearing date.

COUNTY shall provide a resolution, signed by the Board of Supervisors, authorizing the filing of the PUC Application and stating the intent to enter into a C&M Agreement with the railroad.

#### Task 2.M. Landscape and Irrigation PS&E

Landscaping shall be designed along the pathway away from the structure and retaining walls. Drought tolerant plantings shall be specified. No irrigation systems shall be designed. The detailed scope of services for this task is included as Attachment 4.

Attention is directed to Attachment 2 for the four (4) anticipated plan sheets to be completed in this task.

#### Task 2.N Aesthetic Features and Public Art

This task includes design and coordination incorporating aesthetic features into the project. CONSULTANT shall hire an artist, to be approved by the COUNTY, to work with CONSULTANT to implement aesthetic features into the design documents. A budget of \$10,000 is assumed for this task.

Some possible aesthetic features include: semi-circular overlooks along each edge of the structure at one or two piers, light stands to support electroliers, color or texture treatments of the pavement, structure, or retaining walls, form—liner barrier or wall treatments, specialized chain link fencing, etc. Pier aesthetics shall be compatible with overlooks, if the latter are used.

Any additional work related to planning or design of architectural treatments or features.

Attention is directed to Attachment 2 for the one (1) anticipated plan sheets to be completed in this task.

Landscaping work is included under Task 2.M.

#### Deliverables:

Incorporate Aesthetic Features into the PS&E

#### Task 2.0 Waterline and Sewerline Encasement Design

This task consists of design to accommodate a 16" O.D. waterline casing and a 19" O.D. (18" I.D.) sewerline casing through the bridge. Both casings shall

be terminated 5' or so beyond the approach structure limits, beneath the pathways.

## Task 2.P Public Outreach and Meetings and Local Group Coordination

This task includes coordination with the public, including the Public Outreach Program led by the COUNTY. CONSULTANT shall present renderings and engineering drawings prepared in other tasks at two public meetings. CONSULTANT shall attend two meetings or workshops under this scope of work. A detailed scope for this task is included in Attachment 5.

This task also includes two coordination meetings with local groups that may be involved in the project. These groups may include but not be limited to:

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- · Community of Castroville
- · TAMC
- TAMC Bicycle and Pedestrian Committee
- · Police/Fire Departments
- Residents and Businesses
- · Coastal Commission

#### Task 3 RIGHT OF WAY ENGINEERING AND CLEARANCE

This task consists of coordinating with the COUNTY'S right-of-way consultant as they secure right of way (R/W) required to construct the rail crossing. It is anticipated that portions of four (4) parcels shall be required, one north of Benson Road and west of the railroad, one north of Collins Road and east of the railroad, and one south of Collins Road and north of the SR156 Caltrans R/W, and one east of Castroville Boulevard. Access rights shall be required from UPRR; that work shall be performed under the Railroad Coordination Supplemental Task. It is assumed that a Temporary Construction Easement or Slope Easement shall not be requested from Caltrans, rather Caltrans shall deed all necessary right-of-way to the COUNTY.

## PHASE 3: BID AND CONSTRUCTION PHASE TASKS

#### TASK 4.A. Bid Phase Services

This task includes support during the bidding phase. CONSULTANT has included a total of 24 labor hours of such work to cover the work in this task,

including all subtasks. CONSULTANT does not warrant that this level of effort will be sufficient. All work shall be performed and reimbursed on a time and materials basis due to the indeterminate nature of the work. The following tasks shall be performed:

Task 4.A.1 Evaluate Bidder Inquiries /Prepare Addenda CONSULTANT shall evaluate bidder inquiries as requested by the COUNTY and prepare the necessary addenda for the COUNTY.

Task 4.A.2 Analyze Bid Summary CONSULTANT shall review the COUNTY-prepared bid analysis (unit price summary) for all bidders and advising the COUNTY on issues that may arise.

TASK 4.B. Construction Phase Services

CONSULTANT shall provide support during the construction phase. CONSULTANT has included a total of 350 labor hours of such work to cover the work in this task, including all subtasks. CONSULTANT does not warrant that this level of effort will be sufficient, All work shall be performed and reimbursed on a time and materials basis due to the indeterminate nature of the work. The following tasks may be performed:

Task 4.B.1 Site Visits

CONSULTANT shall attend a maximum of three site visits to observe critical construction activities or as may be requested by the COUNTY. One member of CONSULTANT staff shall prepare for and attend the preconstruction meeting with the Contractor, Resident Engineer, etc. A maximum of three site visits (including the preconstruction meeting) are included under basic services. Additional site visits shall be reimbursed as Additional Services.

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

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Task 4.B.2 Phone Consultation

CONSULTANT shall participate in phone consultation to discuss project construction activities.

Task 4.B.3 Change Order Assistance

CONSULTANT 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

CONSULTANT shall review Contractor-prepared prestressed girder shop plans.

Task 4.B.5 Other Shop Plan Reviews

CONSULTANT shall review other Contractor prepared shop plans, potentially for the following:

- · Prestressing
- · Cast-In-Drilled-Hole (CIDH) Concrete pile placement plans
- Railings
- Other

Task 4.B.6 Responses to Requests for information (RFIs)

CONSULTANT shall respond to RFI from the Contractor during the course of construction.

Task 4.B.7 Project Management

CONSULTANT shall manage efforts including quality control of deliverables, documentation, maintaining files, invoicing, etc.

Task 4.B.8 Construction Staking and Notes

COUNTY shall perform construction staking. Staking notes shall be prepared by CONSULTANT in the COUNTY provided format.

Task 4.B.9 Record Drawing Preparation

CONSULTANT shall take Engineer- or COUNTY -provided plan markups at the completion of construction and tracing the changes onto the original contract documents, to serve as the record drawings for the project. This task is required by Caltrans Office of Structure Local Assistance (OSLA) and shall be performed to their standards and requirements.

Task 4.B:10 -Environmental

CONSULTANT shall provide environmental services during the environmental mitigation monitoring or consultation phase. A detailed scope of services is included as Attachment 6 and includes an Optional Task 1 – California Red-Legged Frog and California Tiger Salamander Preconstruction Survey and Optional Task 2 – Agency Coordination.

8/08/13 .

Task 4.B.11 Geotechnical

CONSULTANT shall provide geotechnical services by observing foundation construction and answering questions related to geotechnical considerations.

### Attachment 1

## DELIVERABLES LIST

## PHASE 2/PHASE 3

Pathway Civil Design Sheets	2.B.1		
Striping and Pavement Delineation Sheets	2.B.2		
Street Lighting/Electrical Design	··· 2.B.4 ·· ··		
Utility B and C letters	2.B.5		
Storm Water Data Report- Draft and Final	2.B.7		
Conceptual SWPPP	2.B.7		
Erosion Control Sheets	2.B.7		
Water Pollution Control Sheets	2.B.7		
Approach Structure/Retaining Wall Plans	2.B.8		
Structure General Plan	2.C.1		
Structure Plans	2.C		
65% Plans and Estimate	2.D.		
Special Provisions	2.E.		
Quantities and Estimate	2.E.		
Quality Assurance Documentation	2.F		
Constructability Reviews	2.F		
Draft PS&E	2.G.		
Final PS&E	2.I.2		
R.E. Pending File	2.1.2		
Meeting Minutes, Conversation Confirmers	2.J.		
Monthly Progress Reports, Invoices	2.J.		
95% Submittal to Railroad	.2.L.1		
100% Submittal to Railroad	2.L.1		
Final Rule 38 Application and Transmittal letter	2.L.2		
Landscape and Irrigation PS&E	2.M		
Aesthetic Exhibits	2.N		
Client/Agency Review Comment Responses	'Var.		
Bid and Construction Phase Deliverables	4.A., B.		

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57 华  $\omega$ 9 40 All sheets are included in the 95% and subsequent submittal(s). Roadway sheets are 1"=40" scale Note: Drainage shall be shown on P&P sheets. Girder Layout Girder Reinforcement Slope Paving Layout Slope Paving Details Aesthetic Features and Public Art Log of Test Borings 1 of 2 Log of Test Borings 2 of 2 (Previous) Total Sheets 

8/08/13

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#### Attachment 3

## PARIKH CONSULTANTS, INC.

## SCOPE OF WORK

## Geotechnical Report for Castroville Bicycle/Pedestrian Path and Railroad Crossing

### Project Approach

Proposed project shall include a crossing at the UPRR for a bike and pedestrian crossing near State Route 156. The project includes an overhead structure at the UPRR tracks. The total length of the project is about 0.42 miles and includes a paved path. PARIKH prepared a geotechnical report in 1998 that was for an overhead alignment along the existing bridge. The previous study is more than 10 years old and should be updated to meet the current design requirements. Therefore our approach is to supplement the data by performing additional Cone Penetrometer (CPT) tests on either side of the RR crossing along the suggested alignment and to collect R-value samples for the pavement design.

#### Geotechnical Report Scope:

Following is a task breakdown for the proposed work.

Task 1.1 - BLANK

Task 1.2

Field Exploration: Field exploration shall include two CPT tests to 70 feet depth and three R-value samples to 3' depth. These explorations shall provide supplemental information for the proposed crossing structure.

Project Ele	ement	Number CPT/Borin	, ,	Approximate Depths
New structure	crossing	. 2		70'
Pavement F	-value	3		3'

The boring locations shall be based on the existing data and the proposed profile of the roadway and the crossing. We anticipate using a truck mounted auger rig and a CPT rig for our work. Traffic control is not anticipated at this time.

- Classify and continuously log subsurface soil conditions encountered in each test boring at the time of drilling. Obtain "relatively undisturbed" and bulk samples of substrata from test borings. The CPT shall provide continuous data of the subsurface conditions.
- Task 1.3 Laboratory Testing: Perform laboratory tests on representative soil samples such as moisture density, gradation analyses, corrosion tests and R-values, as necessary.
- Task 1.4 Soils Analysis/Evaluation: Perform engineering analyses and develop design recommendations for the proposed foundations. The analyses shall include pavement design, wall designs, foundation design for overhead structure etc. We shall also evaluate the liquefaction potential at the site and groundwater considerations.
- Task 1.5 Prepare Draft Geotechnical Report: Prepare a draft geotechnical report including the preliminary design recommendations for the various elements of the project including foundations for the proposed structure, retaining walls, lateral load design, pavement design, groundwater considerations etc. Dewatering and shoring design should be performed by others.
- Task 1.6 Prepare Geotechnical Report: Prepare detail report including design recommendations for foundation types and footing elevations, lateral design capacities, pile foundation recommendations, pavement design, retaining walls etc.
  - Discuss seismic considerations, evaluate the liquefaction potential and comment on the site soil conditions from this standpoint. Information related to Caltrans Seismic design criteria (SDC v 1.7) and American Railway Engineering and Maintenance of Way Association (AREMA) guidelines such as depth to rock like material, etc. shall be provided.

- Using the general plan as a base map, we shall provide boring logs.
- Task 1.7 We shall assist the design team in design review consultation through final design.

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#### Attachment 4

# BELLINGER FOSTER STEINMETZ LANDSCAPE ARCHITECTURE, INC.

#### SCOPE OF WORK

## LANDSCAPE CONCEPT PLAN AND PS&E

#### 1.0 PRELIMINARY ENGINEERING

- 1.01 Review site and proposed alignment and provide conceptual level comments and landscape features cost estimate regarding landscape character and cyclist experience. Consider overcrossing, architectural character and opportunities for native planting, overlooks and interpretive signage.
  - 1.02 Brainstorm with Design Team on architectural character of design options. Prepare plan and elevation hand sketches for review with Team and COUNTY.

#### 2.0 PRELIMINARY PLAN SUBMITTAL

- 2.01 Research potential landscape irrigation points of connection for plant establishment. Compare irrigation meter cost to other plant establishment options with COUNTY.
- 2.02 Obtain electronic copy of alignment, trail sections and aerial photo. Set up base sheets at 20 or 40 scale.
- 2.03 Review architectural detailing character with Design Team. Review engineering plans for grading and drainage conditions.
- 2.04 Prepare Preliminary Planting Plan with plant list and site preparation, installation, and establishment notes.

### 3.0 ENVIRONMENTAL DOCUMENTS

3.01 Review progress environmental documentation and provide comments and responses as appropriate.

#### 4.0 FINAL DESIGN

- 4.01 Review NEPA/CEQA mitigation requirements with Design Team and COUNTY. Prepare design responses to mitigation requirements and forward for review.
- 4.02 Prepare 65% and 95% submittals for re-vegetation and landscape amenities plan, related specifications and cost estimate. Interpretive sign and site furniture shall be manufactured product specifications only. Sign graphics and text, footings and fence details included in basic services.

Additional design support may be provided as an additional service for architectural detailing of overcrossing structure and enhanced interpretive station and signage.

- 4.08 Coordinate with civil on grading, drainage; redline civil site plan layout of signage and fence locations. Prepare water use calculations for COUNTY review.
- 4.04 Respond to review comments as appropriate and proceed with 100% plans and specifications, and estimate. Submit for COUNTY permit and bidding.
- 4.05 Respond to permit review comments and complete plans and specifications, and final estimate of probable construction cost for bidding purposes.

#### 5.0 BIDDING AND CONSTRUCTION REVIEW

COUNTY shall have primary responsibility for bidding and all construction administration, including testing and inspection coordination, payment request processing

- 5.01 Provide technical assistance during the bid process and respond to questions. Provide written or graphic clarification as appropriate.
- 5.02 Respond to Requests for Information (RFI); furnish Clarifications and Revisions; review and process Submittals. Any change orders shall be prepared by Engineer.

- 5.03 Assist with up to 10 site construction reviews, followed by written field reports.
  - a. Alignment staking for field adjustments.
  - b. Rough grading- 95% review.
  - c. Finish grade complete.
  - d. Planting layout 3 reviews.
  - e. Planting establishment 3 month reviews for 1 year.

#### ADDITIONAL SERVICES

Any additional presentations, drawings or documents not identified in the Scope of Services may be provided as additional services.

- 1. Visual Simulations
- 2. Public Meetings
- 3. Architectural detailing

#### **EXCLUSIONS**

The following are excluded from our scope of services.

- 1. NEPA/CEQA graphics
- 2. ADA Signage Plans
- 3. Irrigation pump or electrical design

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

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(Contractor's Initials)	Date

#### Attachment 5

## RENAISSANCE RESOURCES WEST (RRW)

#### SCOPE OF WORK

#### PUBLIC OUTREACH

Re: Public Outreach Meetings - Castroville Railroad Crossing Bicycle/Pedestrian Path and Railroad Crossing Project

CONSULTANT, RRW, shall conduct the following tasks as directed by the COUNTY:

1. Consulting Services: The consulting services to be provided under this task are to assist COUNTY in planning and facilitating public meetings for the Project with Castroville residents and the business community.

A. Pre-Planning and Ongoing Coordination CONSULTANT will meet with representatives from the COUNTY to fully clarify respective roles and responsibilities, define a final scope of work, and agree on project deliverables and timelines.

CONSULTANT will meet and/or engage in phone conferences as necessary to coordinate with the COUNTY throughout the project period.

Projected Hours: 24

B. Planning and Facilitation of Public Meetings
CONSULTANT will plan and facilitate up to two public meetings with
Castroville residents and the Castroville business community in
coordination with appropriate project team members. A translator will
be available at each meeting as necessary. Attendees will have an
opportunity to ask questions and provide public comment at each
scheduled meeting. Notes and transcripts of public comments will be
prepared.

The following meeting schedule is proposed:

 At the onset of Phase 2, an initial meeting with community leaders and residents of Castroville will be scheduled to provide

an update of the status of the project and expected timelines and deliverables.

A second public meeting will be scheduled upon completion of the 65% submittal.

Projected Consultant Hours: 32 Projected Translator Hours: 4

TOTAL HOURS PROJECTED: 60

8/08/18

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#### Attachment 6

LSA ASSOCIATES, INC.

SCOPE OF WORK

## ENVIRONMENTAL MITIGATION MONITORING DURING CONSTRUCTION

The following scope of work is based on the review of the Mitigation Measures set forth in the Administrative Draft Initial Study/Mitigated Negative Declaration (IS/MND) prepared for the Castroville Bioycle/Pedestrian Path and Railroad Crossing Project (LSA, June 2013).

## Task 1: Biological Training (Mitigation Measure IV[a][1])

Prior to the start of construction, a qualified biologist shall prepare and conduct a training session to educate all construction personnel involved in the project with the federal- and/or State-listed species that may occur in the project area. The training will include information on the species habitats, general provisions and protections afforded by the federal and State Endangered Species Acts, measures being implemented to protect these species and measures being implemented to avoid incidental take. Training will also include a review of the project boundaries. It is recognized that several training sessions will be required due to the different timing of the different crews that will be required during construction. As such, an allowance of up to 20 labor hours has been allocated to this task (including training and travel time).

### Task 2: Biological Monitoring (Mitigation Measure IV[a][1])

A qualified biologist (biological monitor) shall be on site during initial ground disturbances associated with the project and whenever grading activities occur within 100 feet of the aquatic and riparian habitats mapped onsite (up to 5 days). The biological monitor will conduct a preconstruction survey of the project area prior to the ground disturbing activities and then monitor the activity for federal- and/or State-listed species during the ground disturbance. The monitoring biologist shall stop construction activities if a listed species is found onsite and implement the appropriate avoidance measures. Work shall not resume until the listed species has moved off the project site or been moved by an authorized biologist. The biological monitor shall contact the California Department of Transportation (Caltrans) project manager to determine the appropriate steps to take and contacting of U.S. Fish and Wildlife Service (USFWS) and/or the California Department of Fish and Wildlife (CDFW).

## Task 3: Preconstruction Nesting Bird Survey (Mitigation Measure IV[a][2] and MM 3.4-4)

If vegetation suitable for nesting, including the large blue gum in the Union Pacific Rail Road (UPRR) right-of-way (ROW), is scheduled to be removed during the bird nesting season (February 1 through August 31), a nesting bird survey shall be conducted prior to vegetation removal (no more than 14 days prior to the start of vegetation removal activities) to determine if any bird species protected by the Migratory Bird Treaty Act (MTBA) and the California Fish

and Game Code have active nests in the vegetation to be removed or in adjacent areas. If after the initial nest survey, vegetation removal is delayed more than 30 days, a follow-up nesting bird survey shall be conducted to determine if new active nests are present. Surveys shall continue at 30 day intervals as work commences on the site. Nest searches shall include suitable nesting habitat within 300 feet of the vegetation removal area or to the limit of the project area. Areas within residential development or other private lands adjacent to the project area shall be visually surveyed from the project area or other public ROW. If an active nest is found that could be disturbed by vegetation removal and/or construction activity or noise, a protective buffer shall be established around the active nest until the young have fledged and are foraging independently or the nest has otherwise been determined to be inactive by a qualified biologist. The size of the buffer shall depend on the nesting species. In general the buffer shall be 25 feet for passerines and other common species and 200 feet for raptors. The exact buffer size shall be determined by a the biological monitor and depend on the species, the location of the nest to the construction area, the tolerance of the nesting birds to disturbance, and stage of nesting (i.e., nest construction, eggs laying, incubating, fledging). Buffers may be reduced in size to accommodate the project in consultation with the CDFW. Caltrans shall be notified if it is necessary to create a buffer for nesting birds.

Following completion of the survey, LSA shall prepare a brief letter documenting the methods and results of the survey.

Task 4: Biological Resources Assessment (MM 3.4-5)

A qualified biologist shall prepare a Biological Resources Assessment for the project site. This Assessment will rely on the information in the Natural Environmental Study (NES) as well as an updated literature review and field visit. This task shall include the following components:

Data Gathering - Prior to the field visit, LSA shall review relevant database records and other technical information pertaining to the project site for information on sensitive biological resources.

Site Assessment - A field visit to the project site shall be conducted by qualified LSA biologists to assess the likelihood of occurrence of sensitive biological resources (i.e., species or habitats). The location of sensitive biological resources occurring on the project site will be mapped.

Biological Resources Report-LSA shall prepare and submit a letter report that will include a description of the field methods used and the results of the biological resources assessment. The report shall include a list of plant and animal species observed on the project site and a general description of the plant communities present on site. LSA shall prepare and incorporate into the report a graphic displaying the location of sensitive biological resources observed. A table describing sensitive species that are present or potentially present shall also be provided in the report. If any significant adverse impacts are identified, LSA shall prescribe appropriate conceptual mitigation measures. Compreheusive mitigation plans are not included in this scope of work; however, a scope of work and budget to prepare compreheusive mitigation plans can be provided upon request as an additional task order. The report shall be provided in draft form for County review. Following receipt of comments by the County, LSA shall finalize the report and distribute it to the County.

#### OPTIONAL TASKS

Optional Task 1: California Red-legged Frog and California Tiger Salamander Preconstruction Survey

If the Biological Resources Assessment identifies the potential for California red-legged frogs (CRLF) and/or California tiger salamanders (CTS) to occur in the project area based on the presence of suitable habitat, a qualified biologist shall conduct pre-construction surveys no more than 30-days prior to the initiation of construction activities to determine if CRLF or CTS are present in aquatic habitats on the project site. The survey shall consist of one nighttime survey and one daytime survey conducted on the same day. The biologist shall walk suitable habitat areas of the project site and visually examine those areas for CRLF adults and tadpoles and CTS larvae (provided it is the time of year when tadpoles and larvae are present and observable). Tadpoles and frogs that are observed shall be examined using binoculars to determine species. Frogs, tadpoles, or larvae shall not be captured or handled as that will require authorization from the USFWS and/or CDFW. LSA has the necessary permits to handle these species, and could develop a study plan to identify the species, estimate the number of animals present, and assess how the habitat is being used if requested by the County. A pair of biologists shall conduct the nighttime survey using headlamps and flashlights to search for frogs or their eye shine.

If CRLF species and/or CTS are present during the preconstruction surveys, any activities proposed in or adjacent to the aquatic and riparian habitats or in suitable grassland habitat on the project site shall be done only after consultation with the USFWS and/or the CDFW to determine whether incidental take authorization is required (see Agency Coordination below).

Following completion of the survey, LSA shall prepare a brief letter documenting the methods and results of the survey. This task shall not be implemented without prior written approval from the County.

#### Optional Task 2: Agency Coordination

LSA shall coordinate with the County, Caltrans, CDFW, and/or the USFWS regarding the status of the project with respect to federal- and State-listed species. We have included 8 hours to conduct the initial coordination with the agencies. This task shall not be implemented without prior written approval from the County.

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

(Contractor's Initials)	/_ Date
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## PROJECT SCHEDULE

A milestone schedule appears below. It is expected that a more detailed Microsoft Project schedule will be utilized during design. The durations for certain tasks such as public involvement are approximate.

Milestone	Number of Working Days from NTP
35% Design	40
65% Design	110
95% PS&E	90
100% PS&E	20

#### PROJECT FEE

The basis of payment for the non-optional services provided under this amendment for Phase 2 and 3 shall be a lump sum. Pursuant to satisfactory completion of this agreement, and should all Phase 2 and 3 tasks be performed, a lump sum payment of \$564,088.60, which includes all expenses incurred, shall be made to the CONSULTANT. Should certain tasks or portions of tasks not be performed, then this lump sum amount shall be reduced by the amount indicated herein for each task or portion of a task not performed.

The above lump sum payment includes salary, fringe benefits, overhead, profit, and all other expenses incurred by the CONSULTANT. See attached detailed spreadsheets for a summary of fees and the breakdown of the lump sum fee.

The basis of payment for the optional services provided under this amendment for Phase 8 shall be on a time and materials basis at CONSULTANT's then-current standard hourly rates. Pursuant to satisfactory completion of this agreement, and should all optional tasks be performed, a payment of \$3,955, which includes all expenses incurred, shall be made to the CONSULTANT. Should certain tasks or portions of tasks not be performed, then this amount shall be reduced by the amount indicated herein for each task or portion of a task not performed.

The maximum total payment for all services provided under this amendment for Phase 2 and 3 shall be \$568,043.60.

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2.A. Final Design Start Up										\$0.00
2.B.1. Pathway Civil Design	\$69,695.00									\$69,695,00
2.B.2 Traffic Design										20.00
2.B.4 Street Lighting/Electrical Design			\$18,700.00							\$18.700.00
2.B.5 Utility Coordination/Design	\$5,417.50									\$5 £17 ED
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2.B.8 Approach Structures/Retaining Walls	\$31,460.00									527,817,50
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2.D Cost Estimate and 35%, 65% Submittals	\$11,940.00									545,455.00
2 E. Specifications and Estimate	\$10,440.00									21,540.00
2.F OC, Constructability Review	\$2,355.00									200,440,000
2.G Draft PS&E Submittal	\$10,800.00									00.665,54
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2.P Public Outreach and Local Coordination	\$3,997.50					\$6,000.00	6			\$4,532,50 \$0 007 cn
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Phase 2 - Right Of Way										
3. Right-of-Way Engineering & Clearance.	\$3,770.00				\$0.00				<u></u>	\$3.770.00
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Lotal Final Design Phase L	5347,380.00	00,00	\$18,700.00	\$54,937.00	\$0.00	\$6,000.00	00°0\$ 00°00	90.00\$	00 \$36,812.00	\$463,829.00
Phase 3 - Bid and Construction Phase Tasks										
4.A Bidding Assistance	\$3,280.00									o out th
4.B Construction Support	\$54,445.00	\$16,156,00		\$5,000.00	0					35,280,00
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4.B 7 Project Management	\$4,860.00									\$4,620.00
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Total Bid and Construction Phases	\$64,205.00	\$16,156.00	\$0.00	\$5,000.00	0 \$0.00	90.00	30 \$0.00		\$0.00	0 \$85,361.00
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Per Diem	\$272				Expenses		St 415 20	
Car Rental	0\$	2.M BFS - Landscaping	\$35,812,00		Total	ŀ	S206.433 20	
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Travel Subtotal	\$1,086							
		4.8.10 LSA Environ in Construction	\$20,111,00			•		
Other Direct Costs	\$2,330	4.B.11 Padkin Geolech, in Const.	\$5,000.90					
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