Attachment A



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

THIS AMENDMENT NO. 3 to Professional Services Agreement No. A-12658 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and TRC Engineers, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Professional Services Agreement No. A-12658 with County on March 11, 2015 (hereinafter, "Agreement") to provide bridge design services (hereinafter, "Services") for the Robinson Road Bridge Scour Repair, County Bridge No. 503 (hereinafter, "Project") through March 10, 2018 with the option to extend the Agreement for two (2) additional one (1) year periods for an amount not to exceed \$496,669; and

WHEREAS, Agreement was amended by the Parties on August 17, 2015 (hereinafter, "Amendment No. 1", including Exhibit A-1, Revised Rate Schedule") to update the Rate Schedule, effective March 10 2015 with no extension to the term and with no increase in the not to exceed amount; and

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

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

WHEREAS, CONTRACTOR's Rate Schedule requires an update effective January 1, 2019; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to complete new tasks to address the requirements placed on the Project by the National Marine Fisheries Services as stated in the Endangered Species Act, Section 7(a)(2), Biological Option, date stamped June 13, 2018; and

WHEREAS, the Parties wish to further amend the Agreement to update the provisions of the Agreement, to update the Rate Schedule, effective January 1, 2019, to extend the term for approximately thirty-four (34) additional months to December 31, 2021, and to increase the amount by \$199,711.94 for a total amount not to exceed \$696,380.94 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 3.

Amendment No. 3 to Professional Services Agreement No. A-12658

TRC Engineers, Inc.
Robinson Road Bridge Scour Repair (RFQ #10490)

RMA – Public Works & Facilities

Term: March 10, 2015 – December 31, 2021

Not to Exceed: \$696,380.94

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

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

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

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

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A and A-2**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$696,380.94.

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

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

- 4. Amend Paragraph 4, "Additional Provisions/Exhibits", to delete "Exhibit A-1 Revised Rate Schedule" and add "Exhibit A-2 Scope of Services/Payment Provisions".
- 5. Amend Section 8.2, "Indemnification for Design Professional Claims", of Paragraph 8, "Indemnification", to read as follows:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of faulty as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

6. In all places within the Agreement, any reference to "Exhibit A-1 - Revised Rate Schedule" is hereby replaced with the Revised Rate Schedule in "Exhibit A-2 - Scope of Services/Payment Provisions", effective January 1, 2019.

Amendment No. 3 to Professional Services Agreement No. A-12658

TRC Engineers, Inc.
Robinson Road Bridge Scour Repair (RFQ #10490)

RMA – Public Works & Facilities

Term: March 10, 2015 – December 31, 2021

Not to Exceed: \$696,380.94

- 7. The "Project Schedule" referenced in the Agreement, Exhibit A Scope of Services/Payment Provisions, is hereby amended to extend through December 31, 2021, to conform to the amended term of the Agreement.
- 8. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number #3000*1584, Project name and associated Purchase Order number, and an original hardcopy shall be sent to the following address or via email to MA-Finance-AP-GP@co.monterey.ca.us:

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

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

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

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

COUNTY OF MONTEREY	CONTRACTOR*
By:	TDC Engineers Inc
Contracts/Purchasing Officer Date:	TRC Engineers, Inc. Contractor's Business Name By:
Approved as to Form and Legality	(Signature of Chair, President or Vice President) Its: Mark Imbrani, Vice President
Office of the County Counsel-Risk Management	(Print Name and Title)
Charles J. McKee, County Counsel-Risk Manager	Date: 11/70/18
By: Mary Grace Perry	AMA
Deputy County Counsel	By: (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
Date:	Its: GRANT RATKANIC-ASST SECRETARY
	Its: <u>GRANT RATRONG-ASST SECRETARY</u> (Print Name and Title)
Approved as to Fiscal Provisions	Date: 11/19/2018
By: Auditor/Controller	
Date:	
Approved as to Indemnity and Insurance Provisions Office of the County Counsel-Risk Management Charles J. McKee, County Counsel-Risk Manager	
Ву:	*
Name:	
Title:	

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

Date:

Amendment No. 3 to Professional Services Agreement No. A-12658

TRC Engineers, Inc.
Robinson Road Bridge Scour Repair (RFQ #10490)

RMA – Public Works & Facilities

Term: March 10, 2015 – December 31, 2021

Not to Exceed: \$696,380.94

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

CONTRACTOR*

COUNTY OF MONTEREY

Den	
Ву:	TRC Engineers, Inc.
Contracts/Purchasing Officer	Contractor's Business Name
Date:	By: (Signature of Chair, Provident or Vice President)
4	
Approved as to Form and Legality	Its: Mark Imbian, Vice Presid
Office of the County Counsel-Risk Management Charles J. McKee, County Counsel-Risk Manager	(Print Name and Title)
By: My Swo low	Date:
Mary Grace Perry	
Deputy County Counsel	By: Signature of Secretary, Asst. Secretary, CFO,
11-27-18	Treasurer or Asst. Treasurer)
Date:	Its: GRANT RATKOVIC - ASST SECRETAR
$()$ λ	(Print Name and Title)
Approved as to Fiscal Provisions	Date: 4 / 2 / 2 4 / 2
By: Auditor/Controller	Date: 11/19/2018
AuditorContone	
Date:	
Approved as to Indemnity and Insurance Provisions Office of the County Counsel-Risk Management Charles J. McKee, County Counsel-Risk Manager	
, ,	
By:	
Name:	
Title:	
Date:	

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

Amendment No. 3 to Professional Services Agreement No. A-12658
TRC Engineers, Inc.
Robinson Road Bridge Scour Repair (RFQ #10490)
RMA – Public Works & Facilities
Term: March 10, 2015 – December 31, 2021

To Agreement by and between County of Monterey, hereinafter referred to as "County" and

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

SCOPE OF SERVICES:

Based on the results of the consultation with the National Marine Fisheries Service (NMFS), NMFS was determined that the Robinson Road Bridge Scour Repair, County Bridge No. 503 (Project) as originally scoped has a detrimental impact on the South-Central California Coast Steelhead. This scope addresses the requirements placed on the Project by NMFS in the Endangered Species Act Section 7(a)(2), Biological Opinion (BO), date stamped June 13, 2018.

CONTRACTOR shall provide the following additional tasks in the implementation of scour countermeasures to protect the substructure of the Project and will consist of the following Phases:

Phase 0:

Project Management

Phase I:

Preliminary Engineering and Reports

Phase II:

Final Design

Phase III:

Construction

Phase IV:

Supplemental Services

PHASE 0: PROJECT MANAGEMENT

0.1 PROJECT MANAGEMENT

0.1.1 ADDITIONAL PROJECT MANAGEMENT SERVICES

CONTRACTOR shall provide additional Project Management services, as described in Task 0.1 of the original Agreement.

Total Amount Increase: \$3,550.01

0.3 COORDINATION MEETINGS

0.3.1 ADDITIONAL COORDINATION MEETINGS

CONTRACTOR shall attend additional coordination meetings as follows: one (1) with County and three (3) with NMFS. Meetings shall be held at County offices in Salinas, California or by conference call. Effort includes preparation of agendas and meeting minutes for four (4) meetings.

Total Amount Increase: \$2,677.95

0.4 DESIGN REVIEW MEETINGS

0.4.1 ADDITIONAL DESIGN REVIEW MEETINGS

CONTRACTOR shall attend two (2) additional design review meetings. These meetings are assumed to be held via conference call by team members and NMFS. Effort includes preparation of agendas and meeting minutes.

Total Amount Increase: \$1,937.98

0.5 CALTRANS LOCAL ASSISTANCE COORDINATION

0.5.1 ADDITIONAL CALTRANS LOCAL ASSISTANCE COORDINATION

CONTRACTOR shall provide additional coordination with Caltrans Local Assistance. Work shall include preparation of an Exhibit 6D package and coordination efforts to attempt to secure the additional Highway Bridge Program (HBP) funding to cover the costs of the extra design and construction work required by NMFS.

DELIVERABLES

- NMFS Coordination Meeting Agendas and Meeting Minutes, (four (4) meetings)
- NMFS Design Review Meeting Agendas and Meeting Minutes (two (2) meetings)
- Completion of Exhibit 6D for HBP Funding Request

Total Amount Increase: \$3,128.07

PHASE I: PRELIMINARY ENGINEERING AND REPORTS

1.2.4 HYDRAULIC ANALYSIS

1.2.4.1 ADDITIONAL HYDRAULIC ANALYSIS WORK

CONTRACTOR shall review Federal Highway Administration (FHWA), NMFS and Caltrans design guidance, Agency review comments and other pertinent Project information as related to work performed in Exhibit A-2.

CONTRACTOR shall investigate alternative scour and velocity countermeasures including rock vanes, spurs, and bio-technical countermeasures (possible options include vegetated geosynthetic products, large woody debris (LWD), root wads, live staking and vegetated riprap) with the goal of balancing and minimizing velocity, backwater effects and Water Surface Elevation (WSE). It is assumed that LWD/root wad type improvements shall be chosen and shall not be located in excess of one hundred feet (100') upstream or downstream of the edges of the existing bridge such that additional topographic survey is not required.

DELIVERABLES:

• Bridge and Slope Scour Protection Alternatives Evaluation Memo (Draft and Final)

Total Amount Increase: \$10,910.00

1.2.7 DESIGN HYDRAULIC STUDY REPORT

1.2.7.1 ADDITIONAL HYDRAULIC STUDY REPORT WORK

The Design Hydraulic Study shall be modified to reflect the results of the analysis including the LWD construction in the river.

DELIVERABLES

Revised Design Hydraulic Study with LWD

Total Amount Increase: 1,369.97

1.4 UTILITY COORDINATION

1.4.1 ADDITIONAL UTILITY COORDINATION WORK

Additional utility coordination work shall be performed to facilitate Pacific Gas & Electric Company (PG&E) pole relocation at the access road as well as to coordinate with AT&T and Comcast in assisting the relocation design of their facilities. Color coded conflict exhibit maps shall be prepared for use by each utility company. CONSULTANT shall also prepare a utility memo for use in the environmental process and document.

<u>DELIVERABLES</u>

- Utility Conflict Map
- Utility Disposition Table
- Utility Coordination Confirmation Confirmers

Total Amount Increase: \$8,279.65

1.5 RIGHT-OF-WAY (ROW) ENGINEERING

1.5.1 ADDITIONAL ROW ENGINEERING WORK

Additional ROW coordination and engineering, including assistance during the acquisition process, shall be required for the access road accommodation and utility relocation activities.

DELIVERABLES

- ROW Needs Map
- ROW Coordination Conversation Confirmers

Total Amount Increase: \$7,039.73

1.7 ENVIRONMENTAL DOCUMENTS

1.7.1.2 COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS

1.7.1.2.1 ADDITIONAL COORDINATION WITH RESPONSIBLE/ COOPERATING AGENCIES AND OTHER STAKEHOLDERS

PREDESIGN

Prior to final design, CONTRACTOR shall conduct conference call meetings with responsible/cooperating agencies and other stakeholders, the design team, and County to discuss Project-related impacts and avoidance measures, including Project design modifications and/or additional mitigation. These agencies are expected to include Caltrans Environmental, California Department of Fish and Wildlife (CDFW), NMFS United States Fish and Wildlife (USFWS), and the United States. Army Corp of Engineers (USACE), in addition to County.

NMFS DESIGN PHASE

CONTRACTOR shall also coordinate with responsible/cooperating agencies and other stakeholders, the design team, and County, such as through emails and phone calls, to clarify Project design details and issues, and to provide supporting information. This task includes participation in up to five (5) meetings with responsible/cooperating agencies and other stakeholders, including preparation of meeting materials and providing requested follow- up Project-related information and materials after the meeting. This task also includes time for internal team meetings to discuss agency and stakeholder information requests and time to research, review, describe and share requested information. A diversion/dewatering plan shall be developed for use in obtaining environmental clearance and to facilitate fish passage during construction.

Total Amount Increase: \$24,339.85

1.7.1.3 PROJECT DESCRIPTION

1.7.1.3.1 ADDITIONAL PROJECT DESCRIPTION WORK

CONTRACTOR shall modify the Project Description to reflect the added mitigation features required by NMFS.

Total Amount Increase: \$1,260.00

1.7.2.8 FLOODPLAIN EVALUATION REPORT

1.7.2.8.1 ADDITIONAL FLOODPLAIN ELEVATION REPORT

CONTRACTOR shall modify the floodplain evaluation report and Location Hydraulic Study to account for the required mitigation features to be placed in the river.

Total Amount Increase: \$1,819.95

PHASE II: FINAL DESIGN

2.1 UNCHECKED DESIGN SUBMITTALS [65% PLANS, SPECIFICATIONS & ESTIMATE (PS&E)]

2.1.5 75% PLANS AND ESTIMATE (P&E)

CONTRACTOR shall develop design PS&E to implement the preferred scour and velocity countermeasures identified in Task 1.2. Selection of revegetation materials shall utilize location-appropriate native planting palettes. It is anticipated that these plans will include general areas of planting along with layout of countermeasures using the Project survey and design plans as a basis. The plans shall include design details for construction. The plans shall be submitted to County, Caltrans and NMFS for review and comment.

Anticipated NEW plan sheets include:

- Revegetation Legend and Revegetation Quantities
- Revegetation Plan
- LWD/Root Wad Revetment Layout Plan
- LWD/Root Wad Revetment Sections
- LWD/Root Wad Revetment Construction Details
- Erosion Control Legend
- Erosion Control Plan
- Erosion Control Quantities
- Rock Slope Protection (RSP) A10B Lines and Symbols for Erosion Control
- RSP H1 Landscape and Erosion Control Symbols
- Temporary Creek Diversion Plan
- Temporary Creek Diversion Details
- Temporary Water Pollution Control Plan

Anticipated REVISED plan sheets include:

- General Plan
- Foundation Plan
- Scour Protection Details 2 sheets
- Construction Details 2 sheets

DELIVERABLES

• 75% P&E

Total Amount Increase: \$40,309.72

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2.2 CHECKED DESIGN SUBMITTAL (95% PS&E)

Additional checked design submittal work, including the following subtasks:

2.2.1.1 ADDITIONAL 95% COMPLETE PLANS

CONTRACTOR shall provide additional engineering effort to provide 95% complete Plans for the additional work performed in Exhibit A-2.

Total Amount Increase: \$20,099.69

2.2.2.1 ADDITIONAL 95% COMPLETE SPECIFICATIONS

CONTRACTOR shall provide additional engineering effort to provide 95% complete Specifications for the additional work performed in Exhibit A-2.

Total Amount Increase: \$8,184.72

2.2.3.1 ADDITIONAL 95% CONSTRUCTION COST ESTIMATE

CONTRACTOR shall provide additional engineering effort to provide a 95% Construction Cost Estimate for the additional work performed in Exhibit A-2.

Total Amount Increase: \$6,904.76

2.2.4.1 ADDITIONAL QUALITY ASSURANCE REVIEW (QA)

CONTRACTOR shall provide additional engineering effort to provide a QA Review for the additional work performed in Exhibit A-2.

Total Amount Increase: \$3,340.10

2.2.5.1 ADDITIONAL MEMORANDUM RESPONSE TO COMMENTS

CONTRACTOR shall similarly respond to NMFS 75% submittal comments for the additional work performed in Exhibit A-2.

DELIVERABLES

• Response to 75% Submittal Comments Memo

Total Amount Increase: \$3,507,87

2.3 FINAL DESIGN SUBMITTAL (100% PS&E)

2.3.1 ADDITIONAL 100% FINAL PLANS

CONTRACTOR shall provide additional engineering effort to provide 100% Final PS&E for the additional work performed in Exhibit A-2.

Total Amount Increase: \$11,140.04

2.4 BIDDING PERIOD SERVICES

2.4.1 ADDITIONAL BIDDING PERIOD SERVICES

CONTRACTOR shall provide additional bidding period services for the additional work performed in Exhibit A-2.

Total Amount Increase: \$1,260.00

PHASE III: CONSTRUCTION

3.1 CONSTRUCTION SUPPORT

3.1.1 ADDITIONAL CONSTRUCTION SUPPORT

CONTRACTOR shall provide additional Construction Support in Phase III of the Project for the additional work performed in Exhibit A-2.

Total Amount Increase: \$2,399.98

3.2 AS-BUILT PLANS

3.2.1 ADDITIONAL AS-BUILT PLANS

CONTRACTOR shall prepare additional As-Built Plans in Phase III of the Project for the additional plan sheets generated for the work performed in Exhibit A-2.

Total Amount Increase: \$2,020.10

OTHER DIRECT COSTS FOR PHASE O, I , II, AND III: 1,471.80 TOTAL AMOUNT INCREASE FOR PHASE 0, I, II, AND III: <u>\$165,480.14</u>

GRAND TOTAL FOR PHASE 0, I, II AND III: \$166.951.94

PHASE IV: SUPPLEMENTAL SERVICES

4.2 BIOLOGY TASKS

4.2.a ADDITIONAL BIOLOGY TASKS WORK

Prior to final design, CONTRACTOR shall conduct additional conference call meetings with responsible/cooperating agencies and other stakeholders, the design team, and County to discuss Project-related impacts and avoidance measures, including Project design modifications and/or additional mitigation. CONTRACTOR shall also coordinate with responsible/cooperating agencies and other stakeholders, the design team, and County, such as through emails and phone calls, to clarify Project design details and issues, and to provide supporting information. This task includes participation in up to five (5) meetings with responsible/cooperating agencies and other stakeholders, including preparation of meeting materials and providing requested follow-up Project-related information and materials after the meeting. This task also includes time for internal team meetings to discuss agency and stakeholder information requests

and time to research, review, describe and share requested information.

CONTRACTOR shall conduct one (1) in-person pre-application permit meeting with the affected permitting agencies si.e. Monterey Peninsula Water Management District (MPWMD), USACE, Regional Water Quality Control Board (RWQCB), and CDFWJ, following the completion of 75% Project design plans and a second in-person pre-application permit meeting with the affected permitting agencies following the completion of 100% Project design plans for a total of two (2) in-person meetings. It is assumed that the meetings shall take place at the Project site. Prior to the pre-application meeting, CONTRACTOR shall provide the regulatory agencies with the 75% and 100% plans respectively and supporting design information. The purpose of the meetings shall be to review the mandatory requirements of the NMFS Biological Opinion, the most current Project plans, and to solicit feedback from the regulatory agencies regarding their permitting requirements. This task also includes participation in up to four (4) meetings with the regulatory permitting agencies via phone. Meeting time includes preparation of meeting materials and providing requested follow-up Projectrelated information and materials after the meeting. This task also includes time for internal team meetings to discuss regulatory agency information requests and time to research, review, describe and share requested information. The goal of these meetings shall be to gain clear and concise recommendations from the participating regulatory agencies, so that the Project can be designed to meet each of the regulatory agency's requirements.

DELIVERABLES

- Five (5) Meetings with Responsible/Cooperating Agencies and other Stakeholders
- Two (2) In-person Permitting Pre-Application Meetings with Regulatory Agencies
- Four (4) Permitting Pre-Application Meetings with Regulatory Agencies via phone
- Diversion/Dewatering Plan

Total Amount Increase: \$32,320.00

OTHER DIRECT COSTS FOR PHASE IV: \$440.00 TOTAL AMOUNT INCREASE FOR PHASE IV: \$32,320.00

GRAND TOTAL INCREASE FOR PHASE IV: \$32,760.00

GRAND TOTAL INCREASE TO THE AGREEMENT: \$199,711.94

ANY ADDITIONAL SERVICES <u>SHALL NOT</u> BE PROVIDED BY CONTRACTOR UNLESS PRESENTED TO AND AUTHORIZED BY COUNTY IN WRITING VIA AN EXECUTED AMENDMENT TO THIS AGREEMENT.

PAYMENT PROVISIONS

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

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

PHASE IV - SUPPLEMENTAL SERVICES:

The basis of payment for the supplemental services provided under this Agreement shall be at the standard hourly rates specified in CONTRACTOR's Revised Rate Schedule, effective January 1, 2019 and attached hereto. The specified hourly rates include direct salary costs, employee benefits, overhead, and fee.

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

TOTAL COMPENSATION

The specific rates of compensation specified in CONTRACTOR's Revised Rate Schedule are effective on January 1, 2019 and are valid through the amended term of this Agreement. A further rate increase may be negotiated according to Section 13.0, Agreement to Terms and Conditions, of RFQ #10490 — On-Call Bridge Design Services for Monterey County Bridge Projects. If approved by County the revised hourly rates must be amended into this Agreement.

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

The total amount payable by County for work under this Agreement for Basic Services (Phase 0, I, II and III) in the amount of \$459,524.00 shall be increased by \$166,951.94 for a total not to exceed amount of \$626,475.94. Any further increase to the amount must be authorized by County through an amendment to this Agreement.

The total amount payable by County for work under this Agreement for Supplemental Services
Page 9 of 15

TRC Engineers, Inc. Robinson Road Bridge Scour Repair (RFQ #10490) RMA – Public Works

(Phase IV) in the amount of \$37,145.00 shall be increased by \$32,760.00 for a total not to exceed amount of sum of \$69,905.00. Any further increase to the amount must be authorized by County through an amendment to this Agreement.

The total amount payable by County for work under this Agreement for Basic and Supplemental Services is increased by \$199,711.94 for a total Agreement amount not to exceed \$696,380.94. Any further increase to the amount must be authorized by County through an amendment to this Agreement.

TRC ENGINEERS, INC.

REVISED RATE SCHEDULE

LABOR RATES

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

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

DIRECT EXPENSE UNIT RATES

Mileage: Current IRS Mileage Rate, currently \$0.545 per mile

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

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

Subconsultants will be billed at actual cost.

TRC ENGINEERS, INC. COST FOR BASIC AND SUPPLEMENTAL SERVICES

PROJECT County of Monterey

Robinson Road Bridge Scour Repair

Amendment No. 3, NMFS Coordination and Design

	BAS	SIC	SUPPLEN	IENTAL	ТОТ	GRAND TOTAL					
FIRM	LABOR	ODCS	LABOR	ODCS	LABOR	ODCS					
TRC	\$ 103,360.10	\$ 1,071.80	\$ 6,380.00	\$ -	\$ 109,740.10	\$ 1,071.80	\$ 110,811.90				
LSA	\$ 20,310.00	\$ -	\$ 25,940.00	\$ 440.00	\$ 46,250.00	\$ 440.00	\$ 46,690.00				
WRECO	\$ 41,810.00	\$ 400.00	\$ -	\$ -	\$ 41,810.00	\$ 400.00	\$ 42,210.00				
TOTALS	\$165,480.10	\$ 1,471.80	\$ 32,320.00	\$440.00	\$197,800.10	\$1,911.80	\$ 199,711.90				
PROMECT	(Shirtly of No.	166,951.90	\$	32,760.00	\$	199,711.90					

ODCS - Other Direct Costs

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1.2	TOPOGRAPHICAL PLAN HYDROLOGIC AND HYDRAULIC ANALYSIS											٠		*		34 (6) 2709(4)	高级的现在 更新设置的。
1.2.2	PRELIMINARY ASSESSMENT FIELD RECONNAISSANCE		-	_		-		_	**		4.5		र, नर्गाकी अस्ति स्ट्र		e i programa. Se de la composición	海 香糖	在数据的。 在数据数据
1.2.4	HYDROLOGIC DATA HYDRAULIC ANALYSIS	ļ-,	2	-		-	16		44				28		2	2838 4923	\$\$10,910 w
1,2,5	SCOUR ANALYSIS COUNTERMEASURES DESIGN	-									1 4 4 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1						\$475 057 44899-1475-0
1.2.7	DESIGN HYDRAULIC STUDY REPORT GEOTECHNICAL INVESTIGATION	-	-	÷									a tatan	Ż		States 和描述	经的推荐的
1.4	UTILITY COORDINATION. RIGHT-OF-WAY ENGINEERING			. 7											and the second	1. No. 1.	而"非理解。 (1895年1983年)
1.6	RIGHT-OF-WAY ACQUISITION (BY COUNTY)			N.				Ė			3 13	,	- Proprieta de la Se	0.00			建筑的
1.7.1	ENVIRONMENTAL DOCUMENTS: PROJECT INITIATION AND PROJECT DESCRIPTION	Ŀ		-	- '			-			10 10 10		Trice to drag	4.7	Same .	· (2)	BUREL EN
1,7.1.1	KICK-OFF MEETING WITH PROJECT TEAM/FIELD REVIEW. COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND			_		-	··	-		\vdash	12 1 1	7.				1880 U	製造成れ
1,1,1,4	OTHER STAKEHOLDERS					-					1, 3 _ 15	- ·	militaria La Marci	1.74	ga 1033 o Garagan Garaga	4 m	85 AV. A.S.
1.7.1.3	PROJECT DESCRIPTION	-	1.7			-				-			The second		eri Tigʻilga Hayani at	100m2 180000	Marina Ser 開放していなる
1.7.2	PREPARATION OF DRAFT-TECHNICAL STUDIES NATURAL ENVIRONMENT STUDY (NES)			-		_					-		7-5-5-7 		7-	NAME OF THE PERSON	数数:
1.7,2,2	JURISDICTIONAL DELINEATION (JD) BIOLOGICAL ASSESSMENT (BA)			-	-	_				117.	and a second	a	200	i i	and profession	\$7888 3.1234	等的理解2字》 图片43.5
1.7.2.4	CULTURAL RESOURCES GEOLOGY				1, 4 1								2 218	1		SP Const	全球型450
1.7.2.6	HAZARDOUS MATERIALS											1.		1.3		有规则 基础	中的信息可能的。 是数据文型两点
	HYDROLOGY AND WATER QUALITY FLOODPLAIN EVALUATION REPORT		4.5		1 ,	-		-				- /	- Alexandra		- 13	- 4800 -	発売機能 (1977年)
1.7.2.9 1.7.3	NOISE	1.7							:	-			2 12 14 14 14 14 14 14 14 14 14 14 14 14 14			1000 1000 1000 1000 1000 1000 1000 100	報告のでき
1971	COMMENTS FINAL TECHNICAL STUDIES					-					10,700				7 3 4 2 3 4 5	94.00 37.00	第43
1.7.5	PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ENVIRONMENTAL DOCUMENTS			3				·		7.					100		型 " · · · · · · · · · · · · · · · · · ·
	CIRCULATE DRAFT ED FOR PUBLIC REVIEW RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT			- 1			100	-								战 型。 36(3)	道: (2) 31 物数: (2) 41
1.7.6	FINAL ED WAS PERMITTING		2 .				·	-			- 1111		An Egyelarist can		55 maa.	(1) (E) (E) (E) (E) (E) (E) (E) (E) (E) (E	
1,7,8	MEETINGHEARING ATTENDANCE 35% SUBMITTAL PRELIMINARY DESIGN AND TYPE SELECTION:	17.	10.7	-									1000			1775 OF 1	September 1
1,8,1	PRELIMINARY STRATEGY REPORT										1.00				60% cm	122	702.24
Phase B	35% PRELIMINARY PLANS FINAL DESIGN	Ŷź	张文明	20	TE COME	15 April	张春星新	鑫	- ANALYSIS	減	NAME OF STREET	16	學學學	133	原型品级	79420 - Halling	建筑的建筑
2/1.1	UNCHECKED DESIGN SUBMITTALS (55% PS&E): 65% COMPLETE PLANS												100			· 哈德斯 · · · · · · · · · · · · · · · · · · ·	高級(2013年) 東部(2013年)
2.1,3	65% COMPLETE SPECIFICATIONS - 65% CONSTRUCTION COST ESTIMATE					3.7							100		T 1000	被数	等的 等的 等的 性的 等的 等的 等的 等的 等的 等的 等的 等的 等的 等
2.1.4	MEMORANDUM RESPONSE TO COMMENTS 75% PLANS AND ESTIMATE THEW AMEND NO. 3 TASK	-	.1	H			- 4	-	24	1 27	40	7.5	64		7	1133	\$12.760
2.2	GHECKED DESIGN SUBMITTAL (95% PS&E) 95% COMPLETE PLANS	· · · · .	1	_	100		2		16	-	12		20			1 作機。	\$5,230
2.2.2	95% COMPLETE SPECIFICATIONS 95% CONSTRUCTION COST ESTIMATE	_					1		6		6		.10	1 (2)	and do	⇒23	\$2,255.00
2.2.4	OA REVIEW						1 1				1.7.2			6 mm		23	400%的现在
2.3	MEMORANDUM RESPONSE TO COMMENTS FINAL DESIGN SUBMITTAL (100% PS&E)										i i agentija i stra i kilo Bili i i i i i i i i i i i i i i i i i i		en comen		Albert Comment		が発展がある。 で記述が必要が
2.3,2	100% FINAL PLANS MEMORANDUM RESPONSE TO COMMENTS		1			-	4	-	16		24		24	1		(69 / (20 数	\$7,000° ±
2.4	BID DOCUMENTS BIDDING PERIOD SERVICES	1		-		-					22.5	1		4 - 7		12	The state of
3.1	CONSTRUCTION CONSTRUCTION SUPPORT	色射	大型電池	ne.	国地源	-re	ARREST ST	3,30	经实施的	也	中認明能成	577	政国際	地震	216410	1 (A)	當時類然物
3.2	AS RUILT PLANS SURRUEMENTALTASKS	EAST)	restantardoor	65:4	*955.950-80	1.436	artheria (.584	2.57820000	1 19:55	ANSONNA	91-855	1278-828	369	ALC: NO.	443	20-10-20-00 20-10-20-00 20-10-20-00 20-10-20-00 20-10-20-00 20-10-20-00 20-10-20-00 20-10-20-00 20-10-20-00 20-10-20-00 20-10-20-00 20-10-00 20-00
4.1	PUBLIC OUTREACH MEETING BIOLOGY TASKS	-8441	**************************************	1113	C - M C PROMINION	1,70,	4000000			307.0	1 Postpressioner	e in re	A-28-2281		right and the second	/ 汽辆	他的影響
7	Predesign															119. 2	李/第729 Av
· .	NMFS Design Phese Pre-Permit Application Costs					L						Γ,			1 2 2 2	· 物金 289	\$600 ASSO.
4.2.2	SPECIAL-STATUS PLANT SURVEYS CRLF SITE ASSESSMENT AND FIELD SURVEYS SITE ASSESSMENT			F		L		E		H		F	**************		71167	222	表。使性性的 生成型医疗使用
4.2.3	BAT DETECTION SURVEYS FULL FOOTING REHABILITATION SCOUR MITIGATION	F		F		F		F		- 1			100		100	· 漢字	A 18 18 18 18 18 18 18 18 18 18 18 18 18
	Total Hours Loaded Billing Rate		6 260.00		185,00	Ė	36 175,00	-	112 115.00		90.00	17			75.00	399	
	Cost	1	1,300		,00,00		5,300		12,880		7,920		13,260		150	399	\$41,810
Notes:	% of Total Hours by Classification		17	<u> </u>	1] 9%		28%		22%	<u>ا</u> ار	39%	1	ODC:		
													1. 1.		Travel /F Office M	er Dien	
												٠.	25		Total Of		\$400.00
															Grand		\$42,210