File ID A 15-402 No. 42



Monterey County

Board Order

168 West Alisal Street, 1st Floor Salinas, CA 93901 831.755.5066

Agreement No.: A-11906

Upon motion of Supervisor Phillips, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

- a. Approved Amendment No. 5 to Professional Services Agreement No. A-11906 with TRC Engineers, Inc. to include additional design, engineering, plans, specifications, estimate, right-of-way and utility coordination services and other assistance tasks for Phase 2, Final Design Basic Tasks, of the Castroville Railroad Crossing Bicycle/Pedestrian Path (RFQ/RFP #10197), Project No. 862265, Federal Aid Project No. HP21L-5944 (097) (formerly Federal Aid Project No. STPLHSR-5944 (058), in the amount of \$74,297 for a total amount not to exceed \$1,039,088, and extend the term through December 31, 2017; and
- b. Authorized the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to execute Amendment No. 5 to Professional Services Agreement No. A-11906 and future amendments to the Agreement where the amendments do not significantly alter the scope of work or change the approved Agreement amount.

PASSED AND ADOPTED on this 15th day of December 2015, by the following vote, to wit:

AYES:Supervisors Armenta, Phillips, Salinas, Parker and PotterNOES:NoneABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 78 for the meeting on December 15, 2015

Dated: December 17, 2015 File ID: A 15-402 Gail T. Borkowski, Clerk of the Board of Supervisors County of Monterey, State of California

Deputy

AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY OF MONTEREY AND TRC ENGINEERS, INC.

THIS AMENDMENT NO. 5 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and TRC Engineers, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on December 28, 2010 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on February 1, 2012 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions), December 7, 2012 (hereinafter, "Amendment No. 2"), June 24, 2013 (hereinafter, "Amendment No. 3", including Exhibit A-2 – Revised Rate Schedule), and December 4, 2013 (hereinafter, "Amendment No. 4", including Exhibit A-3 – Scope of Services/Payment Provisions); and

WHEREAS, Phase 1 of the Castroville Railroad Crossing Bicycle/Pedestrian Path (hereinafter, "Project") has been completed; and

WHEREAS, due to an unforeseen design conflict with existing fiber optic lines located at the Project site, additional design, engineering, plans, specifications, estimate, right-of-way and utility coordination services, and other assistance tasks are required for completion of Phase 2 of the Project; and

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

WHEREAS, the Parties wish to further amend the Agreement to extend the term to December 31, 2017 and to increase the amount by \$74,297.00 to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 5.

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, A-1, A-2, A-3 and A-4 in conformity with the terms of the Agreement.

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

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A, A-1, A-2, A-3 and A-4**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$1,039,087.69.

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 31, 2017</u>, unless sooner terminated pursuant to the terms of this Agreement.

- 4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-4 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 31, 2017, 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. 5 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
- 8. The recitals to this Amendment No. 5 are incorporated into the Agreement and this Amendment No. 5.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY CONTRACTOR* By: TRC Engineers, Inc. urchasing Officer Contractor's Business Name 12/29/2015 Date: By: (Signature of Chair President or Vice President) Kreside Imbriani Vico Its: Print Name and Title) Date: By: (Signature of Secretary, Asst. Secretary, CFO, Approved as to Form and Legality Treasurer or Asst, Treasurer) Office of the County Counsel James Baker Assit Secretary (Print Name and Title) By: Its: Deputy County Counsel Date: Date: **Approved as to Fiscal Provisions** By: Auditor/Controller Date: Approved as to Indemnity and Insurance Provisions By: Risk Management Date: *INSTRUCTIONS; IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal

*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.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

Ву:		TRC Engineers, Inc.
Contracts/Purchasing Officer	***	Contractor's Business Name
Date:	By:	(Signature of Chair, President or Vice President)
	Its:	Mark Imbriani, Vice President (Print Name and Title)
	Date:	11/12/15
Approved as to Form and Legality Office of the County Counsel	By:	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
By:	Its:	James Baker Assit Secretary (Print Name and Title)
Date:	Date:	11/16/15
Approved as to Fiscal Provisions		/
By:Auditor/Controller		
Date: 11-19-15		
Approved as to Indemnity and Insurance Provisi	ions	

By: _______Risk Management

Date:

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

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Professional Services Agreement by and between County of Monterey, Resource Management Agency – Public Works, hereinafter referred to as "COUNTY" and TRC Engineers, Inc., hereinafter referred to as "CONTRACTOR" for the Castroville Railroad Crossing Bicycle/Pedestrian Path, hereinafter referred to as "Project"

CONTRACTOR shall provide additional design, engineering, plans, specifications, estimate, right-of-way and utility coordination services, and other assistance necessary for completion of the Project. Revisions to or new additional tasks are as follows:

PHASE II: FINAL DESIGN BASIC TASKS

Upon receiving written Notice-to-Proceed (NTP) from the COUNTY, the final design supplemental tasks shall commence. The plan sheets anticipated to be modified are listed on Attachment 2. This scope, schedule, and fee are based on that list of plan sheets. Task numbering below refers to the original Agreement or subsequent amendments.

Task 2.A Final Design Startup - No change.

Task 2.B Approach Design Work

The following paragraph is added to Task 2.B.8:

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

Design modifications shall be required to the west approach structure to accommodate AT&T's ductbank. This includes modifications to the end diaphragm to allow passage of the AT&T ductbank. It is agreed that foundation modifications shall not be required. Existing plan sheets shall be modified to incorporate this redesign; no additional plan sheets are required.

Task 2.C Rail Crossing Design Work

The following paragraphs are added to Task 2.C, Task 2.C.2, and Task 2.C.3: This scope proposes that the design shall be modified at Abutment 1 to accommodate the AT&T ductbank. Modifications to the abutment and foundation are required. Existing plan sheets shall be modified to incorporate this redesign; no additional plan sheets are required. Work is described below and shall be segregated so that the COUNTY may pursue reimbursement for these costs from AT&T should the COUNTY so desire.

Task 2.C.2 Structure Design

The structure design and plan details shall be modified to incorporate the ductbank, resulting in revised Unchecked Details. The Unchecked Details

Page 1 of 13

EXHIBIT A-4 -- SCOPE OF SERVICES/PAYMENT PROVISIONS

shall be submitted to the COUNTY, Castroville Community Services District (CCSD), AT&T, and Monterey County Water Resources Agency (MCWRA) for review and approval before beginning.

Task 2.C.3 Structure Design Check

The revised Unchecked Details shall be independently checked. The Checked Details are then ready for specification and estimate preparation, and shall be submitted to the COUNTY for review and approval before beginning.

Task 2.D 35% and 65% Plans Submittal - No change.

Task 2.E Specifications and Cost Estimate

The following paragraphs are added to Task 2.E.1 and Task 2.E.2:

Task 2.E.1 Specifications

Specifications shall be prepared for the structure modification.

Task 2.E.2 Cost Estimate

Two (2) independent sets of quantity calculations shall be performed by individuals experienced in this work. Unit prices shall be applied to each Agreement item. The estimate for utility work shall be segregated for use by the COUNTY to obtain reimbursement.

Task 2.F Quality Control

The following paragraph is added to Task 2.F:

Quality control reviews shall be conducted before the following submittals:

- Modified 65% Plans, Unchecked Bridge Details and Cost Estimate
- Modified Draft Plans, Specifications & Engineering Estimate (PS&E) and Checked Bridge Details

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 CONTRACTOR's 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.

Task 2.G Draft PS&E Submittal

The following paragraph is added to Task 2.G;

A revised submittal of the Draft PS&E shall be made to the COUNTY. This submittal shall include the revised PS&E to accommodate CCSD, AT&T, and MWRCA facilities and relocations.

Page 2 of 13

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 2.H Permitting Coordination - No change.

Task 2.1 FINAL PS&E - No change.

Task 2.J Project Management & Coordination

The following paragraph is added to Task 2.J:

This task consists of additional work in directing the work; attendance at two (2) additional meetings with COUNTY or other interested agencies, including those listed in all tasks herein; Project coordination with the COUNTY, affected agencies, and subconsultants; telephone coordination and conferences in covering the utility dispositions in the Agreement documents.

Task 2.K Geotechnical

The following paragraph is added to Task 2.K.:

Work shall consist of providing geotechnical recommendations for redesign of Abutment 1 and the west approach structure. No additional field exploration shall be performed. Appropriate modifications shall be made to the geotechnical report via a brief addendum.

- Task 2.L Geotechnical No change.
- Task 2.M Union Pacific Rail Road (UPRR) and Public Utilities Commission (PUC_ Coordination – No Change
- Task 2.N Aesthetic Features and Public Art No Change.

Task 2.0 Waterline and Sewerline Encasement Design The following paragraph is added as a new task:

2.O.A. Waterline and Sewerline Avoidance Coordination

This task consists of additional coordination with the CCSD regarding avoidance of their 19" outside diameter (O.D.) (18" inside diameter) sewerline and 16" O.D. waterline within the Project limits. Work generally includes coordination with the COUNTY and CCSD through telephone conversations, emails, and one (1) in-person meeting at CCSD or COUNTY offices.

CONTRACTOR shall prepare a sewer conflict exhibit. CONTRACTOR shall also prepare a sewer conflict exhibit showing potential areas for relocation of the sewerline due to conflicts with structure design upon receipt of potholing information. The sewerline will likely be relocated within the area near Bent 8, Abutment 12, and the east approach structure as shown on the sewer conflict exhibit so that the current structure design shall not require modification. The design of the sewer relocation shall be performed by CCSD or a consultant to CCSD. CONTRACTOR shall coordinate with the sewerline designers during their design. Further, CONTRACTOR shall incorporate the PS&E for the sewerline into Construction Contract documents. It is assumed that CCSD's design shall be performed in compliance with Caltrans 2010 Standard Plans and Specifications and thus be relatively easily incorporated into CONTRACTOR's PS&E. CCSD's plan sheets and special provisions, shall be incorporated into the Construction Contract documents without modification by CONTRACTOR.

CONTRACTOR shall assist the COUNTY in negotiating a reimbursement agreement with CCSD. Agreement items for the sewerline shall be segregated in the Engineer's Estimate as nonparticipating costs such that the Contractor for the Construction Phase of the Project can bid on those items and the reimbursement amount be easily determined.

The waterline shall not interfere with the proposed structure and thus not require relocation nor any PS&E incorporation and only minimal coordination on the part of CONTRACTOR.

Task 2.P Public Outreach and Meetings and Local Group - No change

Task 2.Q AT&T Ductbank Avoidance

This task consists of coordination with AT&T regarding their various facilities within the Project limits. These facilities include:

- Overhead lines along Salinas Street;
- Overhead lines from Salinas Street across the Union Pacific Railroad Right-of-Way (UP R/W) and extending towards Castroville Boulevard;
- An underground ductbank facility located along the southern edge of Salinas Street;
- An underground ductbank facility located along the southern edge of Collins Road; and
- A fiber-optic line that crosses the proposed pathway at around station 40+50 and proceeds northwesterly towards the UP R/W.

Note that various other facilities are located on joint poles throughout the Project limits. AT&T shall perform any coordination necessary in regards to their placement on poles owned by others (such as Pacific Gas & Electric (PG&E)) or that are jointly owned such that CONTRACTOR's role is nominal in this effort.

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Work generally includes coordination with the COUNTY and AT&T through telephone conversations, emails, site walks, and two (2) in-person meetings at AT&T or PG&E or COUNTY offices, as well as redesign to accommodate certain of their facilities where it is shown to be economically or otherwise beneficial to the COUNTY.

CONTRACTOR shall prepare a preliminary relocation plan and structure design, as well as a cost estimate, to accommodate the ductbanks in their existing locations. CONTRACTOR shall prepare a memorandum to accompany and explain this information, for COUNTY's use in presenting AT&T with the option to either pay for the accommodation or to relocate their facilities.

CONTRACTOR shall prepare an exhibit showing recommended potholing locations and potential areas for relocation of the ductbanks. Upon receipt of potholing information, CONTRACTOR shall, in coordination with the COUNTY, modify the memorandum, preliminary design, and cost estimate to accommodate the ductbanks as appropriate. The COUNTY shall decide whether to pursue reimbursement from AT&T for this cost or whether to require AT&T to relocate their facility(ies) to avoid these expenses.

The following dispositions are expected:

- Overhead lines along Salinas Street shall be relocated by others where they conflict with the proposed pathway alignment;
- Overhead lines from Salinas Street across the UP R/W and extending towards Castroville Boulevard shall be relocated by others to the northern limit of the Project, located in a Public Utility Easement (PUE) to be obtained by the COUNTY;
- The underground ductbank facility located along the southern edge of Salinas Street shall be accommodated by modifying the design of Abutment 1 and the west approach structure. CONTRACTOR shall perform this redesign;
- The underground ductbank facility located along the southern edge of Collins Road shall be relocated to the south by AT&T such that the current structure design does not require any modification;
- The fiber-optic line that crosses beneath the proposed pathway at around station 40+50 and proceeds northwesterly towards the UP R/W shall remain unaffected by the Project and does not affect the current design.

CONTRACTOR shall perform the redesign of Abutment 1 and the west approach structure to accommodate the conveyance of the AT&T ductbank through the structure under tasks 2.B.8 and 2.C. The existing ductbank shall be temporarily supported by the Construction Contractor while the structure is constructed around the ductbank.

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

The design of the utility relocations shall be performed by AT&T or their consultant. CONTRACTOR shall coordinate with the AT&T designers during their design. CONTRACTOR shall not incorporate the PS&E for the relocations into the Agreement documents, although the existing and relocated facility locations shall be shown on the plans for clarity. The timing of such relocations, occurring within the time period of the COUNTY's Agreement, shall be specified in the special provisions.

CONTRACTOR shall assist the COUNTY in negotiating a reimbursement agreement with AT&T. Agreement items for the structure redesign shall not be segregated in the Engineer's Estimate (there are no new items, just increased quantities of existing Agreement items) but shall be made available to the COUNTY in an estimate to allow the Construction Contractor to bid on the totality of those items and to allow the reimbursement amount to be easily determined by the COUNTY.

CONTRACTOR shall further assist the COUNTY and its Right-of-Way Consultant by providing supporting information required to secure the necessary PUE and agreements for any relocated utilities.

Task 2.R Saltwater Intrusion Pipeline Avoidance

This task consists of coordination with the MCWRA regarding various reclaimed water facilities within the Project limits. The facilities include:

- Numerous underground pipelines along Collins Road and extending northward into the Dubach property;
- An above ground vault located just east of the UP R/W; and
- Other ancillary facilities throughout the eastern Project area.

MCWRA shall perform any coordination necessary in regards to the placement of their facilities.

Work generally includes coordination with the COUNTY and MCWRA through telephone conversations, emails, site walks, and one (1) in-person meeting at MCWRA or COUNTY offices, but not any redesign to accommodate certain of their facilities.

CONTRACTOR shall prepare a reclaimed water exhibit to help to accommodate the pipelines in their existing locations. CONTRACTOR shall prepare a memorandum to accompany and explain this information for COUNTY's use in presenting to MCWRA.

CONTRACTOR shall prepare an exhibit showing recommended potholing locations. CONTRACTOR shall also prepare a reclaimed water conflict exhibit and if necessary, potential areas for relocation of the pipeline(s) upon receipt of potholing information. However, design shall not be performed. Any required design shall be extra services. The following dispositions are expected:

- The pipeline in the vicinity of Bent 8 shall be protected in place during construction;
- The pipeline in the vicinity of Bent 11 shall be protected in place during construction; and
- Other facilities shall not be affected by the Project.

CONTRACTOR shall thus not perform the redesign of Bents 8 or 11 or any other portion of structure. COUNTY recognizes that the pipelines are quite close to these bents and might be in conflict or otherwise be damaged during construction. CONTRACTOR shall include preservation of property special provisions resulting in the Construction Contractor being responsible for repair of any damage to the pipelines during construction. The pipelines will need to be shut down during construction of Bents 8 and 11 so as to minimize the impact of any such damage resulting from Construction operations. Also, the existing pipelines will need to be temporarily supported by the Construction Contractor while the structure is constructed. Thus the design of pipeline relocations shall be not be required and so CONTRACTOR shall not need to incorporate the PS&E for pipeline relocations into Agreement documents, although the existing and relocated facility locations shall be shown on the plans for clarity.

ANY ADDITIONAL SERVICES REFERENCED IN THIS EXHIBIT A-4 OF THIS AGREEMENT WHICH DO NOT INCLUDE A COST <u>SHALL NOT</u> BE PROVIDED BY THE CONTRACTOR UNLESS PRESENTED TO AND AUTHORIZED BY THE COUNTY IN WRITING VIA AN EXECUTED AMENDMENT TO THIS AGREEMENT.

PAYMENT PROVISIONS

SERVICES/TOTAL COMPENSATION:

- 1. Services provided under Exhibit A-4, Scope of Services/Payment Provisions shall be made on a time and materials basis at CONTRACTOR's standard hourly rates shown on the Design Fee Estimate Worksheet.
- 2. In addition, CONTRACTOR will be reimbursed for incurred (actual) other direct costs (ODCs) other than salary.
- 3. CONTRACTOR will be reimbursed for subconsultant costs at actual cost.
- 3. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified by the COUNTY. CONTRACTOR shall receive compensation for travel expenses per the "Monterey County Travel and Business Expense Reimbursement Policy". A copy of the policy is available online at: <u>http://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Po</u>

licy 12-5-12.pdf

To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

- 4. CONTRACTOR will invoice monthly for payment of services provided and cost incurred, including actual hours worked by task and staff member, and costs incurred during the previous month.
- 5. CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged any other client for the same services performed by the same individuals.

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

The total amount payable by COUNTY for work under this Amendment No. 5 to the Agreement shall be increased in the amount of \$74,297.00 for a total amount not to exceed \$1,039,087.69, unless authorized by COUNTY through an amendment to this Agreement. Should certain tasks not be performed in this Scope of Services, then the increased amount shall be reduced by the amount indicated for each task or portion of a task not performed.

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EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

PROJECT SCHEDULE

A milestone schedule appears below. CONTRACTOR expects that a more detailed Project Schedule shall be utilized during design. The durations shown do not reflect review time by the COUNTY or affected agencies.

Milestone	Number of Working Days from Notice to Proceed (NTP)
Unchecked Details	35
Draft PS&E	65

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TRC Engineers, Inc. Castroville Railroad Crossing Bicycle/Pedestrian Path (RFQ/RFP #10197) RMA – Public Works

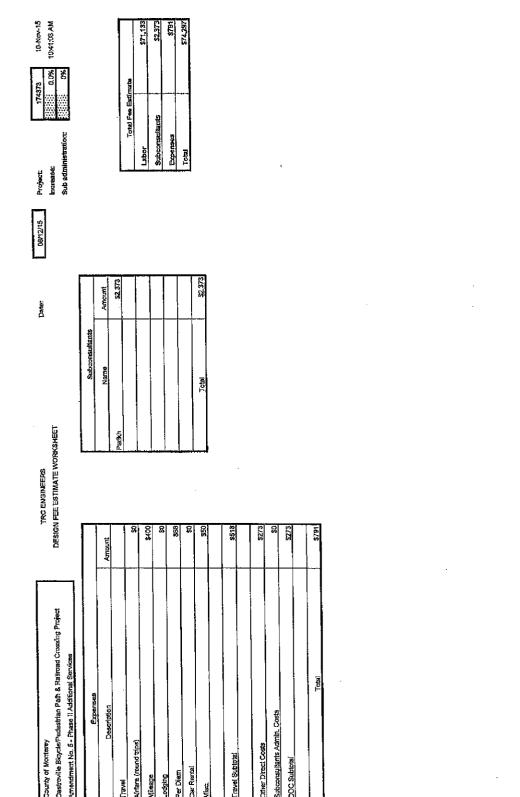


EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

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TRC Engineers, Inc. Castroville Railroad Crossing Bicycle/Pedestrian Path (RFQ/RFP #10197) RMA – Public Works .

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TRC Engineers, Inc. Castroville Railroad Crossing Bicycle/Pedestrian Path (RFQ/RFP #10197) RMA – Public Works

EXHIBIT A-4 -- SCOPE OF SERVICES/PAYMENT PROVISIONS

Attachment 1

DELIVERABLES LIST

PHASE 2

Delayorable	Task
Approach Structure/Retaining Wall Plans	2.B.8
Structure Plans	2.C
Special Provisions	2.E
Quantities and Estimate	2.E
Quality Assurance Documentation	2.F
Constructability Reviews	2.F
Draft PS&E	2.G
Meeting Minutes, Conversation Confirmers	2.J
Client/Agency Review Comment Responses	Var.
Sewerline Accommodation Memo and Exhibit	2.0
AT&T Accommodation Memo and Exhibit	2.Q
MCWRA Accommodation Memo and Exhibit	2.R
Potholing Exhibits	2.0, 2.0, 2.R

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EXHIBIT A.4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Attachment 2

PLAN SHEET LIST (to be modified) Sheet Prepared by Firm

Submittal	£	~ -	£	~	~	₹~	£
Prelimian Prelimian Submittal	-				~		
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Caltrans Sheet Designation	മ	മ	ш	മ	ř	с	К
Sheet Number	53	56	57	59	74	75	76

TRC Engineers, Inc. Castroville Railroad Crossing Bicycle/Pedestrian Path (RFQ/RFP #10197) RMA – Public Works

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/12/2015

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th	IPORTANT: If the certificate holder i e terms and conditions of the policy, ertificate holder in lieu of such endors	certain p	olicies may require an er	policy(ies ndorseme	s) must be ent. A stat	endorsed. ement on thi	If SUBROGATION IS W. is certificate does not co	AIVED, subject to onfer rights to the
	DUCER		0-552-4225	CONTACT	Jerry	Noyola		
Gre	yling Insurance Brokerage			NAME: PHONE		52-4225	FAX	856-550-4082
370	0 Mansell Road			(A/C, No, E E-MAIL ADDRESS;	AU		eyling.com	000-000-1002
	te 370			HUDREDD,				NAIC #
Alp	haretta, GA 30022			INSURER A			Insurance Company	NAIG #
INSU	RED						ee & Liability Insu	irance
	Engineers, Inc.			INSURER C			· · · · · · · · · · · · · · · · · · ·	
	Companies, Inc. 80 White Rock Road			INSURER D	<u>):</u>			
	te 100			INSURER E	:			
Ran	cho Cordova, CA 95670			INSURER F	- :			
			NUMBER: 44224479				REVISION NUMBER:	
IN CE EX	IIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY F (CLUSIONS AND CONDITIONS OF SUCH F	quireme. Pertain, Policies.	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	of any (Ed by th Been rei	CONTRACT IE POLICIES DUCED BY I	OR OTHER [S DESCRIBE] PAID CLAIMS.	DOCUMENT WITH RESPEC	CT TO WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	(M	POLICY EFF IM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	\$
A			GL05472507-03	0	7/01/15	07/01/16	EACH OCCURRENCE	\$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	X Contractual Liability						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
A			BAP 5472506-03		7/01/15	07/01/16	COMBINED SINGLE LIMIT	\$
					,,01,15	07701710	(Ea accident) BODILY INJURY (Per person)	\$ 1,000,000 \$
	ALL OWNED SCHEDULED						BODILY INJURY (Per accident)	\$ \$
	AUTOS AUTOS HIRED AUTOS AUTOS				1		PROPERTY DAMAGE	\$
	HIRED AUTOS						(Per accident)	\$
в	X UMBRELLA LIAB X OCCUR		AUC-6547767-06	0.	7/01/15	07/01/16	EACH OCCURRENCE	\$ 9,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 9,000,000
	DED X RETENTION \$ 0							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC5472508-03	0.	7/01/15	07/01/16	X PER OTH-	
	AND EMPLOYERS LIABLETT Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE N OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory In NH) If yes, describe under	ļ					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	DESCRIPTION OF OPERATIONS below		DOG FAROFON CO		- (1)		E.L. DISEASE - POLICY LIMIT	
A	Professional Liability	ĺ	EOC 5472532-03	0.	7/01/15		Per Claim	5,000,000
	Including Pollution Liability						Aggregate	5,000,000
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	.es (acore) 101, Additional Remarks Schedu		ttached if mor	e space is requir	red)	
The	County of Monterey, its offic	ers, en	ployees and agents a	are add:	itional i	insureds a	s respects general	liability
and	automobile liability policies	where	required by written	contrac	ct. This	insuranc	e is primary and no	n-contributory
	re required by written contrac allowed by law.	ЭС. А W	valver of subrogation	n is app	plicable	where req	uired by written co	ontract
CEF	RTIFICATE HOLDER			CANCE	LLATION			·
Wen	nty of Monterey di Reed			THE E	EXPIRATION	DATE THE	ESCRIBED POLICIES BE C. EREOF, NOTICE WILL E CY PROVISIONS.	
те8	West Alisal Street, 2nd Floor	i		AUTHORIZ	ED REPRESE	NTATIVE	2 100	··· *
Sal	inas, CA 93901			ŀ		S		
		U	SA	1		-2		· · · · · · · · · · · · · · · · · · ·
					© 19	88-2014 AC	ORD CORPORATION.	All rights reserved.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization to whom or to which you are required to provide additional insured status in a written contract or written agreement executed prior to the loss except where such contract or agreement is prohibited by law.	All locations

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;

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

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III -- Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

· . ·

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
any person or organization to whom or to which you an equired to provide additional insured status in a writter ontract or written agreement executed prior to the loss xcept where such contract or agreement is prohibited y law.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Other Insurance Amendment – Primary And Non-Contributory

Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
GL05472507-03	7/1/16	7/1/15	35266000	N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: TRC Companies Address (including ZIP Code): 21 Griffin Road North, Windsor, CT 06095

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

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

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

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

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

This insurance is excess over:

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

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

U-GL-1327-A CW (3/2007) Page 1 of 1



Waiver Of Subrogation (Blanket) Endorsement

	Policy No.	Eff. Date of Pol,	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO	5472507-03	7/1/15	7/1/16	7/1/15		\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

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

Endorsement Effective:	Countersigned By:
07/01/15	
Named Insured:	
TRC Companies, Inc.	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.

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

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be **0.00** % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

Job Description ALL CA OPERATION

		C C C C C C C C C C C C C C C C C C C	COUNTY	ITY OF MONTEREY PURCHASE ORDER		RUCL 2-26-16 ORDER DATE 02-24-2016 SC 3000 0000004866 Modified IMPORTANT THE ABOVE NUMBER AND SHIP TO DEPARTMENT APPENDIN ALL SHIPPINGLABELS, PACKING SLU	2-24-2016 0000004866 0000004866	RCLA2-26-16 ORDER DATE 02-4-2016 SC 3000 000004866 Modified MPORTANT THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST APPEAR ON ALL SHIPPINGLABLES, PACKING SLIPS,
>mzdor	TRC ENGI 10680 Whi Rancho Cc	TRC ENGINEERS INC 10680 White Rock Road Ste 100 Rancho Cordova CA 95670		R PUBLIC WRK H 168 W. ALISAL ST., P 2ND FLOOR T SALINAS CA 93901		B PUBLIC WRK 1 168 W ALISAL S ⁻ L 2ND FLOOR T SALINAS CA 930	- S	
	VENDOR NU	VENDOR NUMBER: CV000000492		DELIVERY DATE:	F.O.B.:			
ITEM	QUANTITY	UNIT COMMOI	COMMODITY CODE	ITEM DESCENIETION		UNIT PRICE SAL	SALES TAX	EXTENDED PRICE
		PURCH DESC: AMENDMENT NO. 4 TO PROFES AND THE COUNTY OF MONTEREY TO CONTINU ENVIRONMENTAL SERVICES FOR THE CASTRO	IT NO. 4 TO PROFESSION TEREY TO CONTINUE TO ES FOR THE CASTROVILLE	PURCH DESC: AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT (PSA) NO. A-11906 BETWEEN TRC ENGINEERS, INC. AND THE COUNTY OF MONTEREY TO CONTINUE TO PROVIDE TASKS ASSOCIATED WITH PRELIMINARY ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE CASTROVILLE RAILROAD CROSSING/BICYCLE/PEDESTRIAN PATH (RFQ/RFP#10197).	(PSA) NO. A-11906 BETV TED WITH PRELIMINARY YCLE/PEDESTRIAN PAT	VEEN TRC ENGINEER CENGINEERING AND H (RFQ/RFP#10197).	<u> </u>	
		AMENDMENT NO. 5 TO PSA EXTENDS THE TER AMOUNT NOT TO EXCEED \$1,039,088 TO CONTI	<pre>\ EXTENDS THE TERM TO \$1,039,088 TO CONTINUE</pre>	AMENDMENT NO. 5 TO PSA EXTENDS THE TERM TO DECEMBER 31, 2017 AND INCREASES THE AMOUNT BY \$74,297 FOR A TOTAL AMOUNT NOT TO EXCEED \$1,039,088 TO CONTINUE TO PROVIDE TASKS ASSOCIATED WITH PHASE 2, FINAL DESIGN BASIC TASK	NCREASES THE AMOUN CIATED WITH PHASE 2, F	IT BY \$74,297 FOR A T FINAL DESIGN BASIC	TOTAL TASKS.	
		THE TERM OF THIS PSA IS FR ALL SERIVCES SHALL BE PRC OF MONTEREY AGREEMENT.	FROM DECEMBER 28, 201 ROVIDED IN ACCORDANC IT.	THE TERM OF THIS PSA IS FROM DECEMBER 28, 2010 TO DECEMBER 31, 2017 FOR A TOTAL AMOUNT NOT TO EXCEED \$1,039,088. ALL SERIVCES SHALL BE PROVIDED IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND EXHIBITS OF THE APPROVED COUNTY OF MONTEREY AGREEMENT.	⁻ OR A TOTAL AMOUNT N #TIONS, AND EXHIBITS (IOT TO EXCEED \$1,03 DF THE APPROVED C	39,088. OUNTY	
		THIS SERIVCE CONTRACT	(SC) IS NOT TO EXCEED \$	THIS SERIVCE CONTRACT (SC) IS NOT TO EXCEED \$98,314.94 AND IS VALID FROM 07/01/15 THRU 06/30/16	OM 07/01/15 THRU 06/30/	16.		
	0.0	PLEASE NOTE: \$4,017.94 IS 91299	TO PAY FOR FY15 INVOID	PLEASE NOTE: \$4,017.94 IS TO PAY FOR FY15 INVOICE. THSI SC IS A CONTINUATION OF SC000004191*** 91299	TION OF SC0000004191*	00 ***	C	00 787 80
		M LINE DESC: ENDED DESC: S: Not Require	FY16 TRC ENGINEERS - CASTRO CASTROVILLE BIKE/PED/RR CRO d	ETROVILLE RAILROAD CROSSIN CROSSING WO 862225	())	
		002 - 3000 8195	RMA012 - 7551 -	8622 - 8622	л Г І	- 94297.00		
7	0.0	91299				00.	00.	4,017.94
All Vend noted. 5	THE SHADE lors are requir Said terms an	THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at http://www.co.monterey.ca.us/admin/terms conditions.htm	OUNTY DEPARTMENT USE ONLY eneral terms and conditions which a unty website at http://www.co.monto	DNLY tich apply to all contracts, purchas, monterey, ca.us/admin/terms, cond	e orders, and other electronic litions.htm	ORDER TOTAL procurements made with the (TAL the County ur	liess otherwise
TAX E FEDEF	XEMPTION IN	TAX EXEMPTION INFORMATION: FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524 AUTHORIZED BY COUNTY	00524	COUNT EMAIL:	COUNTY BUYER INFORMATION EMAIL:	TELEPHONE:		
PRINT I	PRINT DATE: 02/26/16	<u>к</u> '	DEPUTIZED PURCHASING AGENT	CONTR 1488 Sc	CONTRACTS/PURCHASING DIVISION 1488 Schilling Place, Salinas, CA 93901	NO No	AGE NUMBER:	с

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