

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

**THIS AMENDMENT NO. 6** to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and TRC Engineers, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

**WHEREAS**, CONTRACTOR entered into a Professional Services Agreement with County on December 28, 2010 (hereinafter, "Agreement") to provide preliminary engineering and environmental services (hereinafter, "services") for Phase 1 of the Castroville Railroad Crossing Bicycle/Pedestrian Path (hereinafter, "Project") through December 28, 2011 for an amount not to exceed \$329,509.71; and

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

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

**WHEREAS**, Agreement was amended by the Parties on June 24, 2013 (hereinafter, "Amendment No. 3", including Exhibit A-2 – Revised Rate Schedule) to include newly assigned personnel classifications with no extension to the term and with no increase in the not to exceed amount; and

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

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

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

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

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

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

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

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

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

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

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1, A-2, A-3, A-4, and A-5, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$1,094,058.41.

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

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

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

5. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, Project name and associated Purchase Order number, and an original hardcopy shall be sent to the following:

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

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

168 West Alisal Street, 2<sup>nd</sup> Floor  
Salinas, California 93901

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

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 6 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_  
Contracts/Purchasing Officer

\_\_\_\_\_  
TRC Engineers, Inc.  
Contractor's Business Name

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Chair, President or Vice President)

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

Date: \_\_\_\_\_  
2/24/17

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

By: \_\_\_\_\_  
Brian P. Briggs  
Deputy County Counsel

Date: \_\_\_\_\_  
2-27-17

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CPO, Treasurer  
or Asst. Treasurer)

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

Date: \_\_\_\_\_  
2/22/17

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_  
Auditor/Controller

Date: \_\_\_\_\_  
3/1/17

**Approved as to Indemnity and Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

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

## **EXHIBIT A-5- SCOPE OF SERVICES/PAYMENT PROVISIONS**

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

**County of Monterey, hereinafter referred to as "County"**

**and**

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

**for the**

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

### **SCOPE OF SERVICES**

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

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#### **PHASE III CONSTRUCTION PHASE TASKS**

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##### **TASK 4.B. Construction Phase Services**

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

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

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

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

##### **Task 4.B.2 – Phone Consultation**

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

## **EXHIBIT A-5- SCOPE OF SERVICES/PAYMENT PROVISIONS**

### **Task 4.B.3 – Change Order Assistance**

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

### **Task 4.B.4 – Prestressing Shop Plan Review**

CONTRACTOR shall review Construction Contractor prepared prestressing system shop plans.

### **Task 4.B.5 – Other Shop Plan Reviews**

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

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

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

### **Task 4.B.6 Responses to RFIs**

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

### **Task 4.B.7 Construction Staking and Notes**

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

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

## **EXHIBIT A-5- SCOPE OF SERVICES/PAYMENT PROVISIONS**

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

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

### **Task 4.B.9 Record Drawing Preparation**

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

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

### **Task 4.B.10 Project Management**

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

### **Task 4.B.11 Geotechnical**

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

## EXHIBIT A-5- SCOPE OF SERVICES/PAYMENT PROVISIONS

### PAYMENT PROVISIONS

#### SERVICES/TOTAL COMPENSATION:

1. Services provided under Exhibit A-5, Scope of Services/Payment Provisions, shall be made on a time and materials basis at CONTRACTOR's standard hourly rates shown on the attached Design Fee Estimate Worksheet.
2. In addition, CONTRACTOR will be reimbursed for incurred (actual) other direct costs (ODCs) other than salary.
3. CONTRACTOR will be reimbursed for subcontractor costs at actual cost.
4. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified by the County. CONTRACTOR shall receive compensation for travel expenses per the "Monterey County Travel and Business Expense Reimbursement Policy". A copy of the policy is available online at: [https://www.co.monterey.ca.us/auditor/pdfs/County Travel Business Expense Policy 12-5-12.pdf](https://www.co.monterey.ca.us/auditor/pdfs/County%20Travel%20Business%20Expense%20Policy%2012-5-12.pdf). To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.
5. CONTRACTOR will invoice monthly for payment of services provided and costs incurred, including actual hours worked by task and staff member, and costs incurred during the previous month.
6. CONTRACTOR warrants that the costs charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

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

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

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



## EXHIBIT A-5- SCOPE OF SERVICES/PAYMENT PROVISIONS

### DELIVERABLES LIST

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

EXHIBIT A-5 - SCOPE OF SERVICES/PAYMENT PROVISIONS

TRC ENGINEERS, INC.  
DESIGN FEE ESTIMATE WORKSHEET

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

02/21/17	174373	21-Feb-17
0%	0.0%	01:07:28 PM
0%	0%	

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

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

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

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

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

COUNTY OF MONTEREY		TRC ENGINEERS, INC.		Increase:	
CASTROVILLE RAILROAD CROSSING BICYCLE/PEDESTRIAN PATH		DESIGN FEE ESTIMATE WORKSHEET		Sub admin:	
AMENDMENT NO. 6 - PHASE 3, CONSTRUCTION PHASE TASKS				Overhead %:	
				Profit %:	
		Date:	02/21/17	Project:	
		Start Date:	10/1/2016		174373
		End Date:	12/31/2018		

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# EXHIBIT A-5 - SCOPE OF SERVICES/PAYMENT PROVISIONS

## TRC ENGINEERS, INC. DESIGN FEE ESTIMATE WORKSHEET

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

ODC's			
Mail	Rate	#	
Overnight mail	\$0.49	pieces	
Copies	\$10.50	pieces	
Prints (22x34)	\$0.07	copies	
Vellums (22x34)	\$2.50	prints	
Myblars (22x34)	\$7.50	prints	
Miscellaneous	\$15.00	prints	
	\$500.00	units	
Total ODC's			\$991.92
Total Travel and ODC's			\$2,435.72