

**Before the Board of Supervisors in and for the  
County of Monterey, State of California**

**Agreement No: A - 11906**

- a. Approve a Professional Services Agreement with TRC Engineers, Inc. to provide preliminary engineering and environmental services for Phase 1 of the Castroville Railroad Crossing Bicycle/Pedestrian Path (RFQ/RFP #10197), Project No. 862265, Federal Aid Project No. STPLHSR-5944 (058), in an amount not to exceed \$329,510 for the initial term of one year from execution of the Agreement through December 28, 2011, including the option to extend the Agreement for two (2) additional one (1) year periods, in accordance with the terms and conditions of the Agreement; and
- b. Authorize the Contracts/Purchasing Officer to execute the Professional Services Agreement and future amendments to this Agreement where the amendments do not exceed ten percent (10%) of the original Agreement amount and do not significantly alter the scope of work.

Upon motion of Supervisor Calcagno, seconded by Supervisor Armenta, and carried by those members present, the Board hereby:

- a. Approved a Professional Services Agreement with TRC Engineers, Inc. to provide preliminary engineering and environmental services for Phase 1 of the Castroville Railroad Crossing Bicycle/Pedestrian Path (RFQ/RFP #10197), Project No. 862265, Federal Aid Project No. STPLHSR-5944 (058), in an amount not to exceed \$329,510 for the initial term of one year from execution of the Agreement through December 28, 2011, including the option to extend the Agreement for two (2) additional one (1) year periods, in accordance with the terms and conditions of the Agreement; and
- b. Authorized the Contracts/Purchasing Officer to execute the Professional Services Agreement and future amendments to this Agreement where the amendments do not exceed ten percent (10%) of the original Agreement amount and do not significantly alter the scope of work.

PASSED AND ADOPTED this 14<sup>th</sup> day of December by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, Potter  
 NOES: None  
 ABSENT: 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 75 for the meeting on December 14, 2010.

Dated: December 17, 2010

Gail T. Borkowski, Clerk of the Board of Supervisors  
 County of Monterey, State of California

By

Deputy

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES  
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS  
(MORE THAN \$100,000)\***

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

TRC Engineers, Inc.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:

Provide preliminary engineering and environmental services for Phase 1 of the Castroville Railroad Crossing Bicycle/Pedestrian Path (RFQ/RFP #10197)

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, 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 \$ 329,509.71.

3. **TERM OF AGREEMENT.** The term of this Agreement is from December 28, 2010 to December 28, 2011, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Federal Provisions

**5. PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

\*Approved by County Board of Supervisors on \_\_\_\_\_.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## **6. PAYMENT CONDITIONS.**

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

## **7. TERMINATION.**

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

## **8. INDEMNIFICATION.**

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

#### 8.02 Indemnification for Design Professional Services Claims:

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 the 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 the COUNTY, or defect in a design furnished by the COUNTY.

#### 8.03 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

### **9.0 INSURANCE.**

#### 9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

#### 9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

#### 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

☐ Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

☐ Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

☐ Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

☐ Modification (Justification attached; subject to approval).

#### 9.04 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed

operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10. RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Dalia Mariscal-Martinez, Management Analyst II	Mark A. Imbriani, P.E., Vice President
Name and Title	Name and Title
County of Monterey, Resource Management Agency 168 West Alisal Street, 2nd Floor Salinas, CA 93901	TRC Engineers, Inc. 10680 White Rock Road, Suite 100 Rancho Cordova, CA 95670
Address	Address
(831) 755-8966	(916) 366-0632
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.



- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space is left blank, intentionally.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: [Signature]  
Purchasing Officer

Date: 12-28-10

By: \_\_\_\_\_  
Department Head (if applicable)

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

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

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

Approved as to Form<sup>1</sup>

By: Cynthia L. Jason  
County Counsel

Date: 12-7-10

Approved as to Fiscal Provisions<sup>2</sup>

By: [Signature]  
Auditor/Controller

Date: 12-8-10

Approved as to Liability Provisions<sup>3</sup>

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

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

CONTRACTOR

TRC Engineers, Inc.

Contractor's Business Name\*

By: [Signature]  
(Signature of Chair, President, or Vice-President)\*

MARKA. IMBRIANI, VICE PRESIDENT  
Name and Title

Date: 12/6/10

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

James A. Baker, Asst Secretary  
Name and Title

Date: 12/6/10

ENTERED

DEC 28 2010

CCC

County Board of Supervisors' Agreement Number: \_\_\_\_\_

\*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.

<sup>1</sup>Approval by County Counsel is required for all Professional Service Agreements over \$100,000

<sup>2</sup>Approval by Auditor/Controller is required for all Professional Service Agreements

<sup>3</sup>Approval by Risk Management is required only if changes are made in paragraph 8 or 9

## **Castroville Railroad Crossing Bicycle/Pedestrian Path**

### **DETAILED SCOPE OF WORK – PHASE 1**

#### **Introduction**

This scope includes environmental and preliminary engineering work for the Castroville Railroad Crossing Bicycle/Pedestrian Path Project, located in the community of Castroville. Project limits are between Axtell Road and Castroville Boulevard, within the vicinity of Benson and Collins Roads.

The tasks below are for Phase I of the project. Phase II work will be authorized by an amendment to this agreement or a new contract, as deemed appropriate by the County.

TRC shall be the prime CONSULTANT. Subconsultants include LSA for the environmental, Parikh for the geotechnical, Renaissance Resources for public outreach, and Exaro Potholing for utility potholing.

#### **Phase I: Preliminary Design Basic Tasks**

Upon receiving written notice to proceed from the COUNTY, the preliminary design shall commence. The following basic tasks shall be performed.

##### **Task 1.A Project Startup and Survey Coordination**

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

This meeting will include Caltrans should they choose to attend. Although a field review form was previously prepared, including the required PES form, and a field review was held on April 24, 2008, a new field review should be held due to the change in scope of the project. CONSULTANT shall attend this field review meeting.

CONSULTANT shall coordinate with COUNTY surveyors who shall provide all required survey and base mapping information, including all utility and right-of-way ownership information. COUNTY shall provide CONSULTANT any survey and right of way information required during the course of work.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

CONSULTANT shall request such information through the submittal of the County's standard survey request form.

### Deliverables:

- Kickoff Meeting Agenda
- Kickoff Meeting Notes
- Field Review Meeting Notes (official version to be prepared by Caltrans)
- Survey Request Form(s)

### Task 1.B Utility Coordination

This task includes preliminary coordination with utility company(ies) or the COUNTY on relocation of any existing utility facilities, or placement of new facility(ies). Work hereunder excludes any design to accommodate and support any new facility.

Work shall include the following:

1. Up to two meetings to discuss the project and utility company or County utility requirements.
2. Telephone consultation to coordinate location and integration of any new facility into our project.
3. Preparation of Utility 'A' letters requesting mapping of existing and planned utility facilities.
4. Plot utility locations from information provided in A Letter responses on base map. Note CONSULTANT shall not perform any surveys in completing this task, thus it is understood that utility locations plotted in this manner are approximate.
5. Work also includes potholing for existing utilities in the railroad right of way. This task includes physically locating fiber-optic and pipeline utilities in the railroad R/W. This work shall be performed by a subconsultant; their scope is included in Attachment 6.

### Deliverables:

- Utility "A" Letters
- Utility Table
- Utility Potholing Information

### Task 1.C Geotechnical

Work shall consist of recommendations for alternatives based on the existing geotechnical report previously prepared by PARIKH CONSULTANTS. Field exploration and other work shall be conducted in Phase 2. The detailed scope of services for this task is included as Attachment 1. Only Task 1.1 for the crossing and pump station shall be performed in this phase.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### Deliverables:

- Geotechnical Letter Report

### **Task 1.D Pathway Planning Studies (Geometric Approval Drawing)**

Pathway planning studies shall be conducted to evaluate the optimal alignment for an overpass and an underpass. Studies shall also be conducted to determine the alignment of the pathway under the railroad and the proposed connections to Castroville Boulevard and Axtell Streets. The pathway may be located adjacent to or along a Caltrans-owned parcel as well as adjacent to or along Benson and Collins Roads. In addition it shall provide farm access and access to the UP right of way.

CONSULTANT shall consider two alternative locations for the crosswalk at Castroville Blvd. to connect to the terminus of the existing Class 1 Bike Trail. Consideration shall be given to the ultimate location of Castroville Boulevard as proposed by Caltrans.

Vertical alignment studies shall be performed so that the pathway conforms to ADA standards, and that the required vertical clearance is achieved over or under the railroad. It is anticipated that retaining walls or the purchase of farmland shall be required due to the width of the embankment or cut. CONSULTANT shall consider retaining walls for the underpass alternative and a ramp structure and viaduct for the overpass alternative.

The pathway typical section shall consist of an 8' wide HMA surface and 2' AB shoulders on each side, total width 12'.

### Deliverables:

- Geometric Approval Drawing – Overpass Option
- Geometric Approval Drawing – Underpass Option
- Geometric Approval Drawing – Two Castroville Blvd. Options

### **Task 1.E. Cost Estimates**

Cost estimates shall be prepared for the overpass and underpass options. The cost estimate shall be a planning study level cost estimate, for the project limits, between Axtell Road and Castroville Boulevard. The Structure Advance Planning Study Estimates shall be prepared in accordance with Caltrans Memo to Designers 1-8, at the conclusion of Task 1.F.

### Deliverables:

- Cost Estimate – Entire Project including Overpass Option
- Cost Estimate – Entire Project including Underpass Option

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### **Task 1.F Alternatives Analysis**

In this task the structure preliminary report shall be prepared. Information from the surveying efforts shall be incorporated therein along with other required design data such as alignment, plan and profile, width, barrier railings, clearances, approach treatment, slope protection, utilities, temperature ranges, falsework requirements, preliminary geotechnical input, aesthetics, and the rendering prepared for each option under Task 1.M. This report shall be the basis for the type selection and design of the overpass or underpass structure.

CONSULTANT shall prepare advance planning studies evaluating three overpass alternatives and three underpass alternatives in an effort to determine the most desirable configuration. Underpass structures shall be assumed to span the entire UP R/W width. CONSULTANT shall work with Fire and Sheriff departments to determine the height and width required for emergency vehicle access of the underpass. This information shall be submitted to the COUNTY for evaluation.

Upon receipt of COUNTY comments on the planning studies, CONSULTANT shall incorporate them into the preferred alternative. This structure configuration shall then be developed and a Structure General Plan prepared. Type Selection Memos for the structure shall be prepared. This memo documents the considerations discussed in the type selection process including aesthetics, environmental impacts, cost, falsework, types of abutments and columns or piers, and types of structures considered. The Type Selection Memo shall appear in the same format used by Caltrans' Division of Structures. These documents shall be submitted to the COUNTY and, if necessary, Caltrans for review and approval before beginning final design. They shall also be sent to utility companies, Caltrans OSLA, and District 5 LSR for review and comment as desired or required.

#### **Deliverables:**

- Structure Preliminary Report Checklist
- Advance Planning Study – Three Overpass Options
- Advance Planning Study – Three Underpass Options
- Type Selection Memo – Overpass Option
- Type Selection Memo – Underpass Option

### **Task 1.G Feasibility Report**

CONSULTANT shall prepare a Draft Feasibility Report using the format of the County's SR156/OakHills Report. The preliminary cost estimate will be developed in conformance with the Caltrans 7-page "Preliminary Estimate of Cost Summary" per their PDPM. The following documents will be included as attachments to the Report:

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Location Map
- Geometric Approval Drawings
- Right of Way and Utility Data Sheets
- Structure Advance Planning Studies
- Project Cost Estimates
- Draft Environmental Document
- Preliminary Geotechnical Report
- Photographs
- Renderings prepared under Task 1.M

The Draft Feasibility Report shall be submitted to the COUNTY for review and comment. Comments shall be addressed and the final report prepared.

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

### Deliverables:

- Draft Feasibility Report
- Final Feasibility Report

### Task 1.H Preliminary Plans

CONSULTANT shall prepare preliminary plans including the following sheets:

- Title Sheet
- Typical Sections
- Plans and Profiles (Drainage to be included on these sheets)
- Construction Detail Sheet
- Signing and Striping Plans
- Retaining Wall General Plan
- Structure General Plan
- Preliminary Cross Sections
- Cost Estimate

All drawings shall be prepared in AutoCAD Civil3D 2008 or later version. Any pump station and lighting and electrical design and plans are specifically excluded until the next phase of work.

### Task 1.I Environmental

CONSULTANT shall prepare an Area of Potential Effects/Impact (APE/I) Map of the enveloped alternatives for use in the environmental studies. CONSULTANT shall assist in preparation of the project description and determining NEPA and CEQA boundaries. CONSULTANT shall also coordinate with LSA in preparing environmental documentation. The

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

detailed scope of LSA's environmental services for this task in this phase is included as Attachment 2.

### Deliverables:

- APE/I Map
- Project Description
- See Attachment 2

### **Task 1.J Phase 1 Initial Site Assessment**

The CONSULTANT shall prepare a Phase I Initial Site Assessment (Phase I ISA).

The Phase I ISA report is for the exclusive use of the COUNTY of Monterey for this project only.

The purpose of a Phase I ISA is to assist the County's understanding whether significant environmental liabilities regarding known or suspected releases of hazardous substances exist on or near the right-of-way necessary to accommodate the proposed railroad crossing and bicycle/pedestrian path project. The Phase I ISA portion of the work for this project is based upon the ASTM Standard E1527-00 requirements. The Phase I ISA scope of work shall consist of the following components:

- A site reconnaissance
- Observations of adjacent properties
- Acquisition and review of a regulatory agency database in accordance with ASTM search distances
- Review of applicable regulatory agency files (maximum of three)
- Interviews; Review of site history and land use
- Review of a 50-year Chain of Title report (if provided by the County)
- Preparation of an ISA for the Improvement Corridor

The proposed scope of work does not include Phase II sampling activities, or asbestos or lead paint testing.

### Deliverables:

- Phase I ISA Report

### **Task 1.K Project Management and Coordination**

This task consists of the direction of the work; attendance at 12 monthly project meetings, including meetings with COUNTY, community of Castroville, Caltrans, FHWA, or other interested agencies, excluding those listed in other tasks herein; project coordination with the COUNTY, affected agencies, and subconsultants; telephone coordination and conferences;



## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

monitoring schedule and budget performance; and preparing monthly progress reports, invoices, and schedule updates for the COUNTY.

### Deliverables:

- Meeting Agenda and Notes
- Email Conversation Confirmers
- Monthly Progress Reports

### **Task 1.L (X.2) UPRR and PUC Coordination**

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

A detailed scope for each subtask follows:

#### **Task 1.L.1 UPRR Coordination**

CONSULTANT shall coordinate with the railroad and prepare or perform the following tasks.

- Conceptual Design Approval
- Coordination regarding pipelines and fiber optic cables in the railroad right of way

##### **1.L.1.1 Conceptual Design Approval**

Attend two meetings with UPRR in Roseville to present the proposed stage construction and structure configuration for an underpass structure. Formally submit concept plan for approval. Obtain approval of conceptual design after incorporation of requested changes.

##### **1.L.1.2 UPRR/Fiber Optic/Pipeline Coordination**

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

Also, meet with representatives of Fiber-Optic cable and petroleum pipeline owners to determine their requirements for protection of their facilities or relocation during construction.

##### **1.L.1.3 30% Submittal Approval**

Attend one meeting with UPRR in Roseville to present the 30% submittal including structure configuration. Formally submit 30% submittal for review and approval. Obtain approval of 30% submittal after incorporation of requested changes.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### Deliverables:

- Initial Meeting Agenda and Notes
- Concept Submittal
- 30% Submittal (Preliminary Plans)

### **Task 1.L.2 PUC Coordination**

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

- Attend PUC Diagnostic Meeting and prepare meeting notes
- PUC Rule 38 Application for Authorization to Construct the Project

A detailed scope for each subtask follows:

1.L.2.1 Setup and attend a diagnostic meeting with the PUC, COUNTY, UP, and CONSULTANT staff. Prepare notes of the meeting and distribute to attendees.

1.L.2.2 Prepare draft Rule 38 application for ultimate submittal to the CPUC. Data from the preliminary engineering including legal descriptions of affected real property, plan and profile, structure plan, environmental documentation, and location and vicinity maps shall be provided and incorporated.

1.L.2.3 Prepare transmittal letter to accompany application.

### Deliverables:

- Diagnostic Meeting Agenda and Notes
- Draft Rule 38 Application and Transmittal Letter

Final preparation of and submittal of the application to the PUC shall be performed in Phase II.

### **Task 1.M (X.3.3) Alignment and Structure Modeling**

CONSULTANT shall prepare rendered computer models of up to six alternative structure types, similar to those presented to the County on January 27, 2010. Work products shall include 22x34 plan sheets with a rendering of each alternative. One drive-through of an overpass and one of an underpass shall be prepared hereunder.

CONSULTANT shall not prepare architectural drawings or renderings, nor schematic drawings of landing areas and lighting. No such architectural work is included herein.

## **EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

### **Task 1.N (X.3.7) Public Outreach and Meetings**

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

### **Task 1.O (X.5) Local Group Coordination**

This task includes three coordination meetings with local groups that may be involved in the project. These other groups are expected to include:

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

### **Task 1.P Visual Impact Assessment (VIA)**

Should the overpass option be chosen, a VIA shall be required as part of the environmental process. The detailed scope for this task shall be provided at such time as the need for the work is agreed upon.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### County-Provided Services and Information

CONSULTANT shall work with COUNTY staff to obtain documents and resources from other agencies, cities, and the COUNTY to carry out the scope of work. The CONSULTANT shall meet with the COUNTY to get working knowledge about citizen concerns, maintenance staff capabilities and limitations, policing issues etc., relevant to this project. The CONSULTANT shall incorporate recommendations regarding presentations, designs under consideration, and to solve problems that arise with the COUNTY.

The COUNTY shall provide the following:

- a. County Bikeway Planning and Design Guidelines documents.
- b. County Board agenda, minutes, and resolutions related to the project.
- c. Coastal Commission agenda, minutes, and resolutions related to the project.
- d. Countywide Bicycle Plan.
- e. Castroville General Plan.
- f. List of Boards, Commissions, neighborhood, and other advocacy groups including contact information.
- g. Contact information for County staff (staff directory & org chart).
- h. Orthographic aerial photos on CD-ROM.
- i. Oblique aerial photos of site or vicinity (if available, and even if old).
- j. Utilities information for any known projects in the immediate vicinity of the project including description of utility, horizontal and vertical clearance requirements, and feasibility of relocation.
- k. As-built drawings and SHOPP plans for widening SR 156 bridges and freeway segment near site, including ultimate R/W footprint near this project.
- l. Crime statistics for the vicinity of the project, and police department contact person knowledgeable about the policing challenges in the project area.
- m. Caltrans field review documents.
- n. Caltrans PSR and preliminary plans for SR 156 Bypass Project including reconfiguration of Castroville Blvd. Intersection.

### TASK COUNTY.1 SURVEYS AND MAPPING

The general scope of services to be provided includes:

1. Mobilization  
Research for available topographic and boundary mapping of project areas; obtain copies of recorded maps from County Surveyor's office; obtain copies of mapping available from County Department of Public Works; coordination with CONSULTANT for determination of areas to be mapped and survey control requirements.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### 2. Field Services

Search for bench marks, existing monumentation, and property boundaries in critical areas; set out control for mapping targets; field measurements to determine horizontal and vertical positions of monuments and targets; mark out project limits for USA utility location request; location of utility features in areas selected for construction work; and perform field surveys. Obtain top of rail elevations every 50' from 1200' north to 1200' south of project site.

### 3. Base Mapping

Reduce and plot field data; preparation of control diagram; compilation of boundary and utility locations on base sheets; preparation of base sheet layout for project plans; provide CONSULTANT with hard copy and electronic versions of mapping and base sheets. Information shall be provided in AutoCAD format suitable for use with Civil 3D software. It is assumed that CONSULTANT shall not have to manipulate or compile the data file in any way.

### 4. Right of Way Engineering

This task consists of records research and securing assessor's parcel maps. Preparation of descriptions and exhibits for right-of-way acquisition and construction easements, right-of-way appraisals, and acquisition work shall be performed, as necessary, in Phase 2. The CONSULTANT shall work with the COUNTY to estimate unit costs for right of way acquisition for CONSULTANT's use in preparing the planning study level cost estimate.

#### Attachments:

1. Scope of Work for Geotechnical (Task 1.C)
2. Scope of Work for Environmental (Task 1.I)
3. Deliverables List
4. Plan Sheet List
5. Scope of Work for Public Outreach (Task 1.N.)
6. Scope of Work for Potholing Utilities in UPRR R/W (Task 1.B.)
7. Project Schedule
8. Project Fee

**Attachment 1**

**PARIKH CONSULTANTS, INC. SCOPE OF WORK**

**GEOTECHNICAL REPORT**

**Project Approach**

Proposed project shall include a crossing at the UPRR for a bike and pedestrian crossing near Rte 156. The project shall include an underpass or overhead at the UPRR tracks. The total length of the project is about 0.42 miles and shall include paved path. PARIKH prepared a geotechnical report in 1998 that was for an overhead alignment along the existing bridge. The current RFP requires option of an underpass or an overhead. The previous study is more than 10 years old and should be updated to meet the current design requirements. In addition if an underpass option is pursued additional data shall be required and also the alignment of the proposed path may be relatively distant from the previous explorations (along the bridge). Therefore our approach is to supplement the data by performing additional Cone Penetrometer tests on either side of the RR crossing along the suggested alignment and to collect R-value samples for the pavement design.

**Geotechnical Report Scope:**

Following is a task breakdown for the proposed work.

- Task 1.1      -      Research and Data Collection: Review of readily available geologic and soil literature in the vicinity of the site including review of any as-built drawings and existing LOTB.
- Permits/USA Clearances: We shall comply with the County Permit requirements. No work is proposed within UPRR property.
- Consultation: Parikh will discuss the preliminary foundation systems with the designer and provide discussion memo if needed.

## GEOTECHNICAL REPORT FOR PUMP STATION

### PROJECT APPROACH:

Proposed project shall include a crossing at the UPRR for a bike and pedestrian crossing near Rte 156. The project shall include an underpass or overhead at the UPRR tracks. The total length of the project is about 0.42 miles and shall include paved path. PARIKH prepared a geotechnical report in 1998 that was for an overhead alignment along the existing bridge. This work is for a new pump station in the vicinity of the underpass option.

### GEOTECHNICAL REPORT SCOPE (PUMP STATION):

Following is a task breakdown for the proposed work.

- Task 1.1      -      Research and Data Collection: Review of readily available geologic and soil literature in the vicinity of the site including review of any as-built drawings and existing LOTB.
- Permits/USA Clearances: We shall comply with the County Permit requirements. No work is proposed within UPRR property.
- Consultation: Parikh will discuss the preliminary foundation systems with the designer and provide discussion memo if needed.

# EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

PARIKH CONSULTANTS, INC.

10/18/2010

Preliminary Info Task 1.1 only

Geotechnical Report

Job No: 3088

Castroville RR Crossing for Bike and Pedestrians

Client: County of Monterey

Task: Geotechnical Report (Foundation & Pavement)

Permitting

Project: Castroville Ped & Bike crossing

Util. Clear/Preliminary Info

Location: Castroville OH at Rte 156

PERSONNEL	UNIT RATE	HOURS UNIT	SUB- TOTALS	Task 1.1	
				HR	COST
1. Project Manager	\$ 81.04	1	\$81.04	1	\$81.04
2. Sen Proj. Soils Engineer	\$ 56.75	0	\$0.00		
3. Project Engineer	\$ 40.86	4	\$163.44	4	\$163.44
4. Staff Engineer	\$ 31.43	4	\$125.72	4	\$125.72
5. Field Engineer	\$ 37.01	6	\$222.06	6	\$222.06
6. Laboratory Technician	\$ 41.02	0	\$0.00		
7. Engineering Draftsperson	\$ 31.43	0	\$0.00		
8. Contract Management	\$ 50.10	0	\$0.00		
DIRECT LABOR		15	\$592.26	15	592.3
OVERHEAD + FRINGES					
(140.00% of direct labor)			829.2		829.16
FIXED FEE					
(10% of labor + overhead + fringes)			142.1		142.14
TOTAL LABOR COSTS			\$ 1,563.57		

## OTHER DIRECT COSTS

1. Travel Mileage	\$0.550	0.0	0.00		
2. Drilling mob-demob	\$180	0.0	0.00		
3. Drilling Costs @	\$180	0.0	0.00		
4. Grouting of holes *	\$4	0.0	0.00		
5. Reproduction	\$50	0.0	0.00		
6 Cone Penetrometer Tests	\$4,000	0.0	0.00		
7. Traffic Control/Barricades	\$725	0.0	0.00		
8. Handling charge 0%			0.00		0.00

## MILESTONE SUBTOTALS

\$1,563.57

## TOTAL DIRECT COSTS

\$ -

## TOTAL THROUGH FINAL REPORT

\$1,563.57

## Task 1.2-7 Includes

Exploration is planned for new alignment, alternate underpass and to update 1998 report.

Cuttings are assumed to be dispersed in the field.

Exploration Includes up to 2 CPT tests to 70' depth, three R value samples to 3' depth.

CPT rate is a minimum flat portal to portal rate per site visit.



# EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

PARIKH CONSULTANTS, INC.

10/18/2010

Preliminary info Task 1.1 only

Geotechnical Report

Job No: 3088.PS

Castroville RR Crossing for Bike and Pedestrians- PUMP STATION

Client: County of Monterey

Task: Geotechnical Report (Foundation for Pump Station)

Permitting

Project: Castroville Ped & Bike crossing- Pump Station

Util. Clear /Preliminary info

Location: Castroville OH at Rte 156

PERSONNEL	UNIT RATE	HOURS UNIT	SUB- TOTALS	Task 1.1	
				HR	COST
1. Project Manager	\$ 81.04	1	\$81.04	1	\$81.04
2. Sen Proj. Soils Engineer	\$ 56.75	0	\$0.00	0	\$0.00
3. Project Engineer	\$ 40.86	4	\$163.44	4	\$163.44
4. Staff Engineer	\$ 31.43	4	\$125.72	4	\$125.72
5. Field Engineer	\$ 37.01	2	\$74.02	2	\$74.02
6. Laboratory Technician	\$ 41.02	0	\$0.00		
7. Engineering Draftsperson	\$ 31.43	0	\$0.00		
8. Contract Management	\$ 50.10	0	\$0.00		
DIRECT LABOR		11	\$444.22	11	444.2

OVERHEAD + FRINGES		
(145.00% of direct labor)	621.9	621.91

FIXED FEE		
(10% of labor + overhead + fringes)	106.61	106.61

TOTAL LABOR COSTS \$ 1,172.74

## OTHER DIRECT COSTS

1. Travel Mileage	\$0.500	180.0	90.00	180.0	90.00
2. Drilling mob-demob	\$200	0.0	0.00		
3. Drilling Costs @	\$200	0.0	0.00		
4. Grouting of holes *	\$4	0.0	0.00		
5. Reproduction	\$50	0.0	0.00		
6 Cone Penetrometer Tests	\$4,000	0.0	0.00		
7. Traffic Control/Barricades	\$725	0.0	0.00		
8. Handling charge 0%			0.00		0.00

MILESTONE SUBTOTALS \$1,262.74

TOTAL DIRECT COSTS \$ 90.00

TOTAL THROUGH FINAL REPORT \$1,262.74

Task 1.2-7 includes,

Exploration is planned for the pump station.

Cuttings are assumed to be dispersed in the field.

Exploration includes one boring to 80' depth at or near the pump station (CPT is proposed for the bridge and no samples).

Recommendations for pump station will be included in the primary Foundation Report (no separate report is proposed).

**Attachment 2**

**LSA SCOPE OF WORK**

**ENVIRONMENTAL DOCUMENTS**

**ANTICIPATED ENVIRONMENTAL APPROVALS**

Since federal funds are to be used to construct this project, it shall be necessary to comply with the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). In accordance with Section 6004 of the 2005 Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Caltrans will act as the responsible federal agency on the project. It is anticipated that the NEPA environmental documentation would be a Categorical Exclusion (CE) supported by technical studies if no significant environmental impacts are determined to result from the proposed project. Pursuant to the RFP, Caltrans will prepare the NEPA document based on the technical studies prepared by the consultant team.

It is anticipated that the necessary environmental document may be a Mitigated Negative Declaration (MND) under Article 6, Section 15070. However, the type of documentation is dependent on the project's ultimate impact on biological resources, farmlands, cultural resources, hazardous waste, coastal resources, and adjacent facilities. The potential for impacts to these resources located within the project area cannot be accurately determined prior to completing environmental technical studies. If it is determined that there would be significant impacts to those resources even with the application of mitigation, an Environmental Impact Report (EIR) would be required and the scope and budget would need to be modified accordingly.

**Environmental Document Work Program**

The tasks identified below outline the work program identified in the Preliminary Environmental Studies (PES) conducted for the proposed project (Caltrans District 5, May 2008). The PES form and letter defined the proposed environmental scope of services and process for environmental clearance of the project under NEPA. As stated above, the level of effort is based on a CE with required technical studies for NEPA clearance. Based on a review of existing project information, the level of effort for CEQA compliance is based on preparation of technical studies and a MND. This scope excludes a Phase I Initial Site Assessment which will be completed by TRC.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### **Task 1.0: Environmental Project Initiation & Caltrans Encroachment Permit**

If requested, LSA Associates, Inc. (LSA) shall attend a kickoff meeting with the County of Monterey Department of Public Works (COUNTY) staff, CONSULTANT, and Caltrans to discuss the project description, schedule, issues, and impacts of the project. During this task, LSA shall review existing information and participate in a field review of the project site with TAMC, County, and Caltrans. Due to the potential sensitive nature involving biological and cultural resources within the project vicinity, an LSA biologist, archaeologist and LSA's Project Manager shall attend the field review meeting. LSA recommends that a Caltrans biologist and archaeologist also be invited to attend the field meeting.

Preparation of the technical studies provided in this work scope shall require an Encroachment Permit from Caltrans for LSA's field work in the portion of the project within State right-of-way. LSA shall prepare a Standard Encroachment Permit Application for Caltrans review and approval. LSA shall submit the permit application form and coordinate with Caltrans for permit approval. LSA has budgeted eight hours for coordination with Caltrans on the permit. The project is fee exempt; therefore an application fee will not be required.

#### **Deliverables:**

- Caltrans Encroachment Permit Application (5 hard copies)
- Kick off and Field Review Meeting Attendance & Notes

### **Task 2.0: Environmental Project Management and Meetings**

This task includes project management for a project schedule of up to one year from the Notice to Proceed. LSA shall attend up to five meetings, including one project kickoff meeting as described above under Task 1.0, two progress meetings, and up to two public meetings.

#### **Deliverables:**

- Meeting Attendance & Notes (four additional meetings)

### **Task 3.0: Environmental Technical Reports**

In accordance with Caltrans and FHWA current procedures and guidelines, LSA shall prepare the required technical reports for the project in support of the CE and MND. The proposed scope of these environmental studies is consistent with the PES prepared by Caltrans (May 2008). The level of effort assumes two rounds of Caltrans review: the first round for primary comments and the second round for minor cleanup (e.g., no substantial new work or revisions required). The scope and budget are based on review of the County RFP, PES letter and form,

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Caltrain Extension to Monterey County Passenger Rail Station EIR, and conversations with Caltrans District 5 staff.

The Caltrain Extension to Monterey County Passenger Rail Stations Draft Environmental Impact Report (EIR) was prepared in April 2006 and includes a portion of the project area. The information and analysis provided in the Draft and Final EIR shall be used as much as feasible during preparation of the technical reports.

The RFP does not provide a discussion of project alternatives; however, the technical studies shall include an analysis of the preferred build alternative and one additional build alternative, in addition to the No Action Alternative. LSA assumes the two build alternatives are similar in nature in impacts and alignment.

The following information and items shall be needed from the County and/or the Project Engineer:

- Base topographical map (1" = 200' or larger);
- Aerial photograph;
- Limits of work (maximum anticipated, including staging areas);
- Preliminary engineering plans and profiles in digital format (using ArcGIS or computer-aided drafting [CAD] software); and
- Technical reports prepared for the project study area in electronic format.

LSA requests hard copies and electronic files of project maps and drawings from the COUNTY and or the CONSULTANT. The electronic files shall be provided as CAD files projected in a real-world coordinate system, GIS shape files, or Geodatabases. Any aerial imagery shall be provided geo-referenced or with the appropriate world file (\*.wld) to tie it to a real-world coordinate system.

### **Task 3.1: Natural Environment Study – Minimal Impact (NESMI).**

A Natural Environment Study – Minimal Impact (NESMI) shall be prepared in accordance with recent Caltrans Guidance (August 27, 2009 version). The NESMI is an abbreviated version of the Natural Environment Study, which is the standard Caltrans biological technical report. An NESMI is appropriate for small projects that will result in only minimal impacts to biological resources. The NESMI describes the biological resources present in the project area and evaluates project effects to those resources. A key objective of the NESMI is to identify any special status plant or wildlife species or sensitive habitats that may be affected by the project. Sensitive biological resources potentially occurring in the project area include Congdon's tarplant, white-tailed kite,

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

and the Western burrowing owl. Additional species that have the potential to occur within the vicinity of the project area include (but not limited to) Monterey spineflower, robust spineflower, Santa Cruz tarplant, Santa Cruz long-toed salamander, California tiger salamander, and the California red-legged frog.

**Species Database Search.** LSA shall request a list of special status species from the United States Fish and Wildlife Service (USFWS) and shall query the California Natural Diversity Database (CNDDB) and California Native Plant Society online database. As part of this process, LSA biologists shall informally coordinate with California Department of Fish and Game (CDFG) and/or USFWS, as necessary, regarding the potential presence of special status species on the project site.

**General Field Survey and Condons Tarplant Survey.** One general field survey shall be performed to map plant communities, assess habitat conditions, conduct one protocol-level survey for the congdon's tarplant, and evaluate potential impacts to sensitive biological resources from the proposed project. The project budget is based upon the survey being performed during the blooming period for the Congdon's tarplant (June-November). After review of the aerial photograph from Google Earth™ mapping service, a jurisdictional delineation is not anticipated to be required since no potential wetlands or jurisdictional waters are apparent. If during the field work for the NESMI it is determined that potentially jurisdictional wetlands or non-wetland waters are present, then LSA can provide a scope and budget to complete this work. Similarly, if ground squirrel burrows are identified within the study area, surveys for Western burrowing owl may be required prior to completion of the PS&E Phase. This scope and budget assumes that no nesting habitat for the Western burrowing owl is present, and therefore; no additional surveys are proposed herein.

**Special Status Plant Survey.** LSA shall conduct field surveys for species of special status plants for which suitable habitat is present within the blooming period of each of these species. Two separate field visits are included, with specific timing to be based on the blooming periods. Known accessible occurrence locations (control populations) shall be visited during the anticipated blooming period to ensure that field surveys are conducted during the appropriate blooming period. Surveys shall be conducted according to CNPS guidelines for conducting botanical inventories. This scope assumes that species of special-status plants will not be found during the surveys.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Should any special-status plant species be found within the footprint of development, LSA can prepare an amendment to this scope to document the occurrences of any plant species found. This documentation typically includes mapping of the population accurately with a Global Positioning System (GPS) unit, completion and submittal of the required CNDDB special-status species form(s), and discussions with County biologists, California Department of Fish and Game, and the U.S. Fish and Wildlife Service to determine suitable avoidance, minimization and/or mitigation measures, if one or more species is found within the footprint of development the site.

NESMI. The results of the field surveys shall be documented in the NESMI. The NESMI shall include a discussion of plant communities present on the site, as well as a discussion of common plant and animal species occurring (or expected to occur) on the site based on the communities present. A generalized vegetation map shall be prepared showing plant community types as well as the locations of any sensitive biological resources identified. The results of the protocol-level survey for Congdon's tarplant shall also be summarized in the NESMI. The NESMI shall include an assessment of project impacts on the biological resources present, and prescribe mitigation measures as appropriate.

LSA shall prepare an administrative draft NESMI for the Project Engineer's review. Upon the Project Engineer's review, LSA shall incorporate the Project Engineer's edits and prepare a draft NESMI for submittal to the County for review (note that this submittal shall be done electronically unless requested otherwise). Following the internal review, a draft NESMI shall be prepared and submitted to Caltrans for review. Following revisions to the draft NESMI, a final NESMI shall be prepared and submitted to Caltrans, CONSULTANT, and the County.

Based on preliminary evaluation of the project area, we do not expect that federally listed species will occur at the project site or be affected by the project and have not included any efforts related to addressing listed species. If our evaluation discloses the potential presence of a federally listed species, the scope of work and budget shall be revised accordingly.

### Deliverables/Meetings:

- Completed draft NESMI (10 print copies, 3 CD's)
- Completed final NESMI (10 print copies, 3 CD's)
- One field review meeting

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### Task 3.2: Cultural Resources Studies.

LSA shall assist the Project Engineer in the preparation of an Area of Potential Effects (APE) map for the proposed project. According to the Request for Proposals which contained a Caltrans letter dated May 8, 2008, Caltrans will determine whether additional cultural resource studies shall be required based on the APE map. However, Caltrans' PES form indicates a Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR) are required technical studies for this project. These studies may be needed for the County and Caltrans to comply with Section 106 of the National Historic Preservation Act, the *Programmatic Agreement Among The Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance With Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California* (Caltrans 2004).

LSA shall conduct a records search and background research to prepare an archaeological and architectural APE map. Subsequently, if required by Caltrans, LSA shall conduct interested party consultation and archaeological and built environment field studies to prepare the following documents:

- Historic Property Survey Report (HPSR), as deemed necessary by Caltrans
- Archaeological Survey Report (ASR), as deemed necessary by Caltrans

The HPSR and ASR shall be submitted to the Northwest Information Center (NWIC) in fulfillment of a requirement to access their archives.

#### Area of Potential Effects (APE) Map.

- LSA shall conduct a records search of the APE and a 1/4-mile radius at the NWIC of the California Historical Resources Information System. The NWIC is an affiliate of the State of California Office of Historic Preservation and is the official state repository of cultural resource reports and records for Monterey County.
- LSA shall assist the Project Engineer in the preparation of an archaeological APE map to Caltrans standards, including previously recorded resources identified during the records search.
- LSA shall prepare GIS shape files of the APE.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### Historic Property Survey Report (HPSR) & Archaeological Survey Report (ASR).

- An HPSR shall be prepared to summarize the results of identification and evaluation efforts. The HPSR is the cover report for the Archaeological Survey Report.
- LSA shall report on the results of the records search of the APE and a 1/4-mile radius.
- A literature review, as necessary, of archaeological, ethnographic, and historical publications and maps at historical archives and LSA shall be done.
- If requested, LSA shall participate in one field review meeting with the County, the Project Engineer, and Caltrans project personnel to discuss the proposed project.
- LSA shall conduct a pedestrian survey of the APE.
- The Monterey County Historical Society shall be contacted for any information or concerns they may have about the APE.
- The Native American Heritage Commission in Sacramento shall be contacted for (1) a review of the Sacred Lands File to determine if the APE contains any listed sites, and (2) a list of Native American contacts who may have concerns about the APE. Local Native Americans on that list shall be contacted by letter and/or telephone to inquire about any concerns or information they may have.
- LSA shall respond to one set of the Project Engineer's comments, one set of County comments, and a maximum of two rounds of Caltrans comments on the draft report.

### Scope Specifications

- Only one alternative of the path shall be studied.
- The Castroville Overhead consisting of two structures (structure #44-0033L and #44-0033R) is within the APE. The Cultural Resources Technical Report in the Draft EIR (Parsons 2006: Appendix C) identified the bridge as not eligible for listing in the National Register of Historic Places. It is assumed that no further evaluation studies will be necessary.
- The budget for this scope of work is based on the assumption that no archaeological resources will be identified in or adjacent to the APE. If archaeological resources are identified in the APE as a result of field work, archival research, or by other means, a scope and budget adjustment shall be necessary to document, record, analyze, and report on such resources.



## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### Deliverables/Meetings:

- APE map
- Completed draft ASR and final ASR. (10 print copies and 3 CD's of each of each report)
- Completed draft HPSR and final HPSR (10 print copies, 3 CD's of each report)
- One field review meeting

**Task 3.3: Coastal Zone Consistency Determination.** As the project is within the coastal zone of the North County Land Use Plan (NCLUP) Local Coastal Program (LCP), a Coastal Zone Consistency Determination shall be required for project approval by the California Coastal Commission (CCC). LSA shall provide an analysis, utilizing information developed as part of Task 3 as a starting point, to determine the proposed project's consistency with the certified LCP. No additional technical analysis would be conducted as part of this task. LSA shall work with County staff during the development of the Consistency Determination to ensure that all relevant issues are addressed in the consistency analysis.

LSA shall prepare an administrative draft Consistency Determination for the Project Engineer, and the County to review. Following internal review, LSA shall prepare a Draft Consistency Determination for submittal to the CCC for review and comment. LSA assumes receipt of minor comments (e.g., no substantial new work required). Upon receipt of CCC comments, LSA shall prepare the Final Consistency Determination.

### Deliverables:

- Admin Draft Coastal Zone Consistency Determination (5 print copies and one set of electronic PDF files)
- Draft Coastal Zone Consistency Determination (5 print copies and one set of electronic PDF files)
- Final Coastal Zone Consistency Determination (5 print copies and one set of electronic PDF files)

**Task 3.4 Farmlands Study.** LSA shall evaluate the agricultural impacts associated with the proposed project in accordance with CEQA and in accordance with the Farmland Conversion Impact Rating Form CPA106. The CPA106 form is the correct form to use for corridor type projects; therefore it shall be used in place of Form AD 1006, as stated in the PES form and letter. LSA shall use threshold limits for agricultural lands in the project area as provided in Appendix G of the CEQA Guidelines and from the CPA 106 form. A written summary of the assessments and conclusions shall be provided.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

In accordance with CEQA Section 21060.1, Agricultural land is defined as *“prime farmland, farmland of statewide importance, or unique farmland, as defined by the United States Department of Agriculture land inventory and monitoring criteria, as modified for California”*. For those lands in areas where farmlands have not been surveyed for the classifications specified, CEQA defines agricultural lands to mean *“land that meets the requirements of “prime agricultural land” as defined in paragraph (1), (2), (3), or (4) of subdivision (c) of Section 51201 of the Government Code.*

LSA shall coordinate with the Natural Resource Conservation Service (NRCS) to obtain the necessary information regarding the location and total acres of prime and unique farmlands in the project area, the local area, and statewide. LSA shall also contact the appropriate local agency to determine the location and Williamson Act contract status of agricultural preserves within the project area and/or any other legal protection afforded to agricultural lands by State and local governments.

It should be noted that completion of the Farmland Conversion Impact Rating Form is an iterative process with the NRCS. Initially LSA shall need to submit specific information to the agency, such as a land use map including the project impact area. Then the NRCS shall be able to provide some critical information necessary to prepare and complete the Farmland Conversion Impact Rating Form CPA 106.

### Deliverables:

- Completed Form CPA 106 (5 print copies and one set of electronic PDF files)

### Task 3.5 - Agricultural Wetland Verification

An agricultural drainage ditch is located approximately 350 feet west of the UPRR tracks. The proposed bicycle/pedestrian path alignment does not show a potential impact to this drainage. However, during final design, the culverts may need to be extended to accommodate the path, resulting in the need of a verification to determine the extent of agricultural wetlands. The Natural Resource Conservation Service (NRCS) has jurisdiction over agricultural wetlands and would be the agency in charge of verifying the agricultural wetlands verification. An agricultural wetland verification is proposed as an optional task in the event that project design requires determination of the jurisdictional status of the agricultural drainage ditch. The procedures described in the United States Army Corps of Engineers 1987 Wetland Delineation Manual (1987 Manual), and Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region, and the Sacramento District (2001) minimum standards shall be used to determine the extent of agricultural wetlands.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

LSA shall review relevant background material regarding the project site, if such material is available. This information would include, but not be limited to United States Geological Survey (USGS) topographic quadrangle; historic aerial photography; and other relevant maps of the area which may be available (i.e. NRCS soils map, National Wetland Inventory Map, etc.).

A field survey shall be completed to identify and map all areas potentially meeting the technical criteria of the jurisdictional agricultural wetlands. Data shall be gathered and measurements in the field shall be made in order to verify the location of wetland boundaries. Vegetation, soils, and hydrology data shall be entered on data sheets in the format used by the NRCS. The presence of hydrophytic vegetation, hydric soils, and wetland hydrology shall be noted on each data sheet. Each data sheet shall be numbered and shall correspond to a numbered location on the appropriate map.

A brief technical report summarizing the project background, survey methodology, and findings shall be prepared for submittal to the NRCS with the wetland delineation map. Attached as appendices shall be 1) copies of all numbered data sheets keyed to the wetland delineation map; 2) labeled photographs of selected sampling locations; 3) a list of references; 4) a comprehensive list of vascular plants observed on the site and their indicator status; and 5) copies of NRCS soils information for each of the mapping units encountered on the site (this assumes that such information is available). Attached shall be a wetland delineation map at a minimum scale of 1" = 200' (or whatever is best available from the base map or aerial photograph). The technical report and wetland delineation map shall be submitted to the project team for review and comment. A final draft shall then be prepared for submittal to the NRCS for review and verification. Attendance for one site meeting with the NRCS is included in the budget for this task.

If LSA is given authority for this optional task prior to initiation of field reconnaissance work, we shall combine the wetlands field work at the same visit for the NESMI.

### Deliverables:

- Draft Wetland Delineation Report with Wetland Delineation Map for Project Team review.
- Draft Wetland Delineation Report with Wetland Delineation Map NRCS review and verification.
- Site Visit with NRCS for verification of delineation.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### **Task 4.0: Initial Study/Mitigated Negative Declaration**

This scope of work includes preparation of a CEQA Initial Study/Mitigated Negative Declaration (IS/MND) to meet the County's requirements. This presumes that all impacts can be mitigated to levels below significance and that public controversy will not elevate the environmental review to a higher level of analysis. Should a different level of CEQA document be determined appropriate for the project, an adjustment to the scope and budget may be necessary.

**Task 4.1: Administrative Draft IS/MND.** Following approval of the draft technical reports, LSA shall prepare a comprehensive Administrative Draft IS/MND for review. Included in the IS/MND shall be a project description, discussion of the environmental review process, and project methodology. Technical studies prepared by LSA and other project team members shall be summarized into the IS/MND document. Non-technical issue areas (e.g., land use, right-of-way, etc.) and issues anticipated to have no or minor environmental effects shall also be documented in the IS/MND.

In order to be cost and time efficient, LSA shall utilize the Caltrain Extension to Monterey County Passenger Rail Stations Draft and Final EIR and any other technical reports/ studies prepared for the project area during preparation of the IS/MND to the greatest extent feasible.

#### Deliverables:

- a) Administrative Draft IS/MND (Five print copies and one electronic PDF file for review by the CONSULTANT and the COUNTY).

**Task 4.2: Preliminary Draft IS/MND.** Following review by the Project Team, LSA shall prepare a Preliminary Draft IS/MND. This second version shall address comments on the Administrative Draft IS/MND. This level of effort assumes receipt of minor comments (e.g., no substantial new work required).

LSA's Project Manager shall be available to meet with the County and TAMC to discuss comments on the Administrative Draft IS/MND if desired. Our budget is based upon receiving one set of non-conflicting, consolidated comments on the Administrative Draft IS/MND from the County.

#### Deliverables:

- Five print copies of the Preliminary Draft IS/MND and one electronic PDF file for review by the Project Team.
- Exhibits for the community presentation meeting (up to four exhibits budgeted).

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

**Task 4.3: Public Review Draft MND.** LSA shall respond to County comments on the Preliminary Draft IS/MND, complete necessary revisions, submit the document for County approval, and publish the document for public review. The preprint version shall be submitted to the Project Engineer to review the changes to the document and resolve any remaining questions that arise. After the Project Engineer reviews and approves the document for print, the Draft IS/MND would be forwarded to the County for final approval.

Once the Draft IS/MND is approved for public review, LSA shall distribute up to 30 copies (15 hard copies and 15 CDs) of the document to a distribution list for the project developed by LSA with County staff input. LSA shall provide PDF files to the County for posting on the County's website if needed. LSA shall prepare a Draft Notice of Intent (NOI) and a public notice regarding the availability of the Draft IS/MND for public review. The County shall be responsible for publication of the public notice in a general circulation newspaper. In addition, LSA shall file a Notice of Completion (NOC) with the County Clerk and/or the State Clearinghouse to begin the required public review period. During the public review period, LSA's Project Manager shall participate in one community presentation meeting coordinated by County staff.

### Deliverables:

- 45 print copies and 15 CDs with PDF files for State Clearinghouse.

**Task 4.4: Response to Comments on Public Draft MND.** The purpose of this task shall be to prepare written responses to comments received on the Draft MND that raise significant environmental issues, and submit them for County staff review after the close of the public comment period. LSA shall confer with the County to review written comments and comments from any public meetings to develop a general framework and strategies for preparation of responses. LSA would be able to attend a team meeting to review comments, if requested. Any revisions to the IS/MND shall be shown in the text by a line in the margin. Responses to comments and associated changes to pages of the IS/MND shall be submitted to the Project Engineer and the County for review.

### Deliverables:

- Five print copies and one set of electronic PDF files.

**Task 4.5: Final MND.** LSA shall incorporate the final comments and responses into the Final MND and shall submit 30 copies of the approved document for distribution by the County, and agencies that commented on the Draft IS/MND.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Following County approval of the IS/MND, LSA shall prepare and file a Notice of Determination (NOD) with the County Clerk and State Clearinghouse. If the environmental review indicates that the project would not qualify for the CDFG exemption, the County shall provide a check for \$2,010.25 (effective January 1, 2010) to be submitted to the County Clerk with the NOD.

### Deliverables:

- 30 print copies and 15 CDs with PDF files.

**4.6 Mitigation Monitoring and Reporting Plan.** LSA shall prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with CEQA Guidelines Section 15097 for use in ensuring implementation of the mitigation measures for the project. The Draft MMRP shall be submitted to the County for review and comment, and the Final MMRP shall be provided to the County along with the IS/MND for approval.

### Deliverables:

- 30 print copies and 15 CDs with PDF files.

### **Task 5.0: Coastal Development Permit**

LSA shall prepare a Coastal Development Permit (CDP) application for submittal to the County. LSA shall utilize information developed in Task 3.0, specifically Task 3.3, to complete the application materials. Submittal of an application fee shall be required with the CDP application. The current Monterey County Land Use Fee for a General Coastal Development Permit is \$8,507.16. This fee may be amended in July 2010. The application fee is not included in LSA's budget for this project. The County shall be responsible for providing the appropriate application fee for the CDP.

### Deliverables:

- Draft CDP application (Five print copies and one set of electronic PDF files).
- Final CDP application (Five print copies and one set of electronic PDF files).

### **Other Optional Tasks**

1. Wetlands Delineation (Task 3.1)
2. Surveys for Western Burrowing Owl (Task 3.1)
3. Documentation of special-status plant species (Task 3.1)
4. Documentation of federally listed species (Task 3.1)
5. Document, record, analyze, and report on archaeological resources (Task 3.2)

# EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

## Attachment 3

### DELIVERABLES LIST

#### PHASE 1

Deliverable	Task
Kick Off Meeting Agenda and Meeting Minutes	1.A
Field Review Meeting Notes	1.A
Survey Request Form	1.A
Utility A Letters	1.B
Utility Contact Table	1.B
Utility Potholing Information	1.B
Geotechnical Letter Report	1.C
Geometric Approval Drawing- Exhibit (Overpass Option)	1.D
Geometric Approval Drawing- Exhibit (Underpass Option)	1.D
Geometric Approval Drawing- Exhibit (Two Castroville Blvd. Options)	1.D
Preliminary Cost Estimate (Overpass Option)	1.E
Preliminary Cost Estimate (Underpass Option)	1.E
Structure Preliminary Report Checklist	1.F
Advance Planning Study (3 Overpass Options)	1.F
Advance Planning Study (3 Underpass Options)	1.F
Type Selection Memo- Overpass Option	1.F
Type Selection Memo-Underpass Option	1.F
Draft Feasibility Report	1.G
Final Feasibility Report	1.G
Preliminary Plans	1.H
APE/I Map	1.I
Project Description	1.I
Draft NESMI and Final NESMI	1.I
Draft ASR and Final ASR	1.I
Draft HPSR and Final HPSR	1.I
Admin, Draft, and Final Coastal Zone Consistency Determination	1.I
Completed Form CPA 106	1.I
Wetland Delineation Report	1.I
Draft IS/MND	1.I
Community Presentation Exhibits (4)	1.I
Response to Comments from Draft IS/MND	1.I
Final MND	1.I

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Deliverable	Task
Draft and Final CDP Application	1.I
Phase 1 ISA Report	1.J
Monthly Progress Reports, e-mail confirmers, Meeting Agenda and Notes	1.K
UPRR meeting agenda and notes	1.L.1
UPRR concept submittal	1.L.1
30% Submittal to UPRR (Preliminary Plans)	1.L.1
Diagnostic Meeting Agenda and Notes	1.L.2
Draft Rule 38 Application and Transmittal letter	1.L.2
Structure Modeling - 22x34 Renderings (Tot 6)	1.M
Client/Agency Review Comment Responses	Var.



# EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

## Attachment 4

### PLAN SHEET LIST

Sheet Number	CT Sheet Designation	Sheet Title	Task No.
		Geometric Approval Drawing-Overpass Option (Exhibit)	1.D
		Geometric Approval Drawing-Underpass Option (Exhibit)	1.D
		Geometric Approval Drawing-Two Castroville Blvd. Options (Exhibit)	1.D
		22x34 Rendering Alt 1	1.M
		22x34 Rendering Alt 2	1.M
		22x34 Rendering Alt 3	1.M
		22x34 Rendering Alt 4	1.M
		22x34 Rendering Alt 5	1.M
		22x34 Rendering Alt 6	1.M
1		Title Sheet	1.H
2	X	Typical Cross Section 1	1.H
3	P	Plan and Profile 1 (Pedestrian Path)	1.H
4	P	Plan and Profile 2 (Pedestrian Path)	1.H
5	P	Plan and Profile 3 (Pedestrian Path)	1.H
6	P	Plan and Profile 4 (Along Railroad)	1.H
-	*	Drainage Plan Sheets	
7	C	Construction Details 1	1.H
8	R	Retaining Wall 1 General Plan	2.B,8,2.D,2.G, 2.I
9	R	Retaining Wall 2 General Plan	2.B,8,2.D,2.G, 2.I
10	B	General Plan No. 1	2.C

Roadway sheets are 1"=40' scale  
 Note: Drainage shall be shown on P&P sheets.

## Attachment 5

### PUBLIC OUTREACH SCOPE OF WORK

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

Renaissance Resources West (“RRW”) shall conduct themselves in a professional and timely manner and shall discuss and coordinate with the County of Monterey (COUNTY) and TRC (CONSULTANT).

1. Consulting Services: The consulting services to be provided by RRW under this Letter are to assist COUNTY and the CONSULTANT in planning and facilitating public meetings for the Castroville Railroad Crossing and Bicycle/Pedestrian Path Project with Castroville residents and the business community.

#### A. Pre-Planning and Ongoing Coordination

RRW shall meet with the COUNTY and the CONSULTANT to fully clarify respective roles and responsibilities, define a final scope of work, and agree on project deliverables and timelines.

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

Projected Hours: 10

#### B. Planning and Facilitation of Public Meetings

RRW shall plan and facilitate up to three public meetings with Castroville residents and the Castroville business community in coordination with appropriate project team members. A translator shall be available at each meeting as necessary. Attendees shall have an opportunity to ask questions and provide public comment at each scheduled meeting. Notes and transcripts of public comments shall be prepared.

The following meeting schedule is proposed:

- At the onset of the project, an initial meeting with community leaders and residents of Castroville shall be scheduled to introduce the community to the project team and to provide an overview of the project and expected timelines and deliverables.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- A second public meeting shall be scheduled upon completion of geometric drawings for the Overpass Option, Underpass Option, and Two Castroville Boulevard Option.
- A third public meeting shall be scheduled when the Alternative Analysis, Cost Estimates, draft Feasibility Report, and Alignment and Structure Modeling has been prepared.

Projected RRW Hours: 18

Projected Translator Hours: 6

TOTAL HOURS PROJECTED: 34

6. Fees. Fees for this engagement are as follows:

- a) Payment for Services. RRW services rendered under this Letter shall be billed at an hourly rate of \$130.00, invoiced monthly and payable within 10 (10) days of receipt of invoice. Total maximum hours projected for this Letter is 34, with a total fee projected at \$4,420.00. Additional RRW services beyond the scope of this Letter can be negotiated as agreed to by RRW and the CONSULTANT and/or the COUNTY.
- b) Expense Reimbursement. RRW shall be reimbursed for all reasonable out-of-pocket expenses incurred by RRW in completing this engagement, including but not limited to travel, telephone, copying and printing. All disbursements for expenses incurred by RRW under the terms of this Letter shall be included on monthly invoices, with support documentation. Total maximum expenses projected for this Letter shall not exceed \$1,500.00. All expenses shall be reasonable, ordinary actual net costs incurred and paid by RRW. All expenses shall be billed at cost. Travel shall be billed at fifty percent (50%) of the stated hourly rate.

Attachment 6

UTILITY POTHOLING SCOPE OF WORK

EXARO Technologies Corporation  
1831 Bayshore Highway\* Burlingame, CA 94010  
[Tel] (650) 777-4324 [Fax] (650) 777-4326  
General Engineering Contractor # 860376



August 3, 2010

Mark Imbriani [Tel] (916) 366-0632  
TRC [Fax] (916) 366-1501  
10680 White Rock Road, Suite 100  
Rancho Cordova, CA 95670

RE: Proposal for Vacuum Excavation (potholing) on the Castroville Bicycle-Pedestrian Project in Monterey County, CA.

Dear Mr. Imbriani,

EXARO is pleased to provide this proposal for the scope of work that follows.

Scope

Vacuum excavate 4 pothole locations to confirm underground utilities per furnished drawings.  
Backfill with native materials in dirt areas.

Proposal Fee

Total: \$ 4,721 - Vacuum Excavation with native backfill  
➤ \$ 2,640 – Add for each additional day of potholing.  
➤ \$ 1,150 – Add for each additional day of Railroad Flagman

Permit Fees, bonds and Railroad Flagmen not included in above price (recommend budgeting \$6,000)

Assumptions

Day work

Railroad flagmen needed for 1 day (each additional day \$1,150)

Access to all pothole locations will be available

Does not include any new special certifications or classes needed to complete this project

Schedule

Project is estimated to take 1 working day. This proposal is valid for 90 days.

Payment

Terms for payment are 60 days net or within 10 days of receipt of payment.

Thank you for the opportunity to provide this proposal Mr. Imbriani. Please call me if you have any questions. If you are in agreement and would like to proceed with this proposal please sign below.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Kindest Regards,

**Jose Dominguez**

Jose Dominguez

Operations Manager

EXARO Technologies Corporation

[www.exarotec.com](http://www.exarotec.com)

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

TRC \_\_\_\_\_

Date \_\_\_\_\_

CC: Hector M. Dominguez

**EXARO Technologies Corporation**

1831 Bayshore Highway, CA 94010

[Tel] (650) 777-4324 [Fax] (650) 4326

General Engineering Contractor # 860376



### Scope Details

- Mark out boundaries, notify USA and coordinate with utilities
- Obtain Permits (excludes permit fees, bonds and flagmen)
- Implement Traffic Control-standard
- Vacuum excavate 4 pothole locations to confirm underground utilities per furnished drawings
- Backfill with native materials in dirt areas
- Provide vertical and horizontal location of utilities referenced to existing infrastructure

### Cost Breakdown

<i>Activity - Rate Schedule July 10</i>	Units	Rate	Cost
Potholing - (Day rate minimum)	1.0	\$2,398.00	\$2,398
Hot Asphalt Paving - (Day rate minimum)	0.0	\$2,398.00	\$0
Slurry backfill (requires dump truck during potholing for debris removal)	0.0	\$2,398.00	\$0
Night Work - project based			\$0
<b>Other Labor</b>	<b>Units</b>	<b>\$/Hr or unit</b>	
Crew OT		\$372.00	\$0.00
Crew DT		\$405.00	\$0.00
Extra Traffic Control Person / Day		\$1,137.00	\$0.00
Job Layout Crew USA, mark & notification	6.0	\$150.00	\$900.00
Permitting labor (excludes permit fees)	4.0	\$143.00	\$572.00
Pre-work preparation	0.5	\$286.00	\$143.00
Transcribe field data/hour	0.2	\$72.34	\$14.47
<b>Labor Total</b>			<b>\$1,629</b>
<b>Other</b>	<b>Units</b>	<b>Rate</b>	
Equipment - Arrow board In house unit (IHU)		\$155.00	\$0.00
Equipment - Steel Plates for slurry		\$6.00	\$0.00
Material - Class II Aggregate back-fill - includes native disposal / pothole		\$44.00	\$0.00
Material - Cold asphalt patch /concrete/pothole		\$21.00	\$0.00
Material - Disposal Spoils ave/pothole	0.0	\$2.75	\$0.00
Material - Hot Mix Asphalt	0.0	\$147.00	\$0.00
Material - supplies paint, sand, cutbk - ave/day (in house stock)	1.0	\$22.00	\$22.00

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Material Slurry / day - varies w/project - approximation	0.0	\$750.00	\$0.00
Mobilization-in/out - Project based	2.0	\$286.00	\$572.00
Subsistence / crew (\$110/night/person)		\$220.00	\$0.00
Traffic Control Drawings 'Standard'		\$150.00	\$0.00
Truck Pickup IHU	1.0	\$100.00	\$100.00
Truck Support IHU	0.0	\$205.00	\$0.00
Other Total			\$694
<b>*Total (Permit Fees not included)</b>			<b>\$4,721</b>

### General Conditions

1.0 Client is to provide: (client refers to authorizing signature and agency and or owner it represents)

- 1.1 Preliminary Lien information including owner name and address
- 1.2 Three hard copy sets of scaled drawings (two full size and one 11x17)
- 1.3 Identify single point of contact for project
- 1.4 Any special conditions and or work restrictions on project and or project area
- 1.5 Soils reports if available
- 1.6 Coordinate access to restricted areas when necessary
- 1.7 Reasonable advance notice of any potential project delays
- 1.8 Copy of Prevailing wages if required prior to authorization of contract
- 1.9 Single point of contact for project
- 1.10 Name and address where to submit invoicing
- 1.11 Payment 60 days net or within 10 days of receipt of payment.

2.0 EXARO Technologies Corporation is to provide:

- 2.1 Secure necessary permits, bonds, endorsements requested; these are pass-thru costs
- 2.2 Traffic control consisting of construction signs and delineation. Unique local agency requirements requiring additional resources subject to additional fees
- 2.3 Hourly rates are billed on a minimum of eight hours per day (portal to portal –project specific)
- 2.4 Travel time, stand-by time, or delays caused by others will be charged in accordance with rate schedule
- 2.5 Schedule of work is subject to change due to inclement weather
- 2.6 Vacuum excavation truck and other standard equipment required to perform work
- 2.7 Highly skilled foreman and technicians as needed to deliver excellence
- 2.8 Work priced during normal business days/hours with a minimum six hour working window (due to traffic restrictions)
- 2.9 Rate schedule is based on prevailing wages of Labors' International Union (LIU)
- 2.10 Materials and supplies necessary for project in compliance with standards
- 2.11 Potholing per contract agreement for normal soil conditions. Where pavement thickness exceeds 6" and or extreme soil conditions exist such as severe density, rocky and or water table is present takes significantly more time and is subject to additional fees.
- 2.12 Proposal based on pothole depths not to exceed 6 feet.
- 2.13 Backfill with native material (unless otherwise specified) compacted to 95% or greater
- 2.14 Bagged patch paving (unless otherwise specified) warranted for 1 yr, hot mix for 5 yrs
- 2.15 Disposal of spoils
- 2.16 Costs incurred by railroad flagman will be billed at cost plus 15%

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- 2.17 Pass through expenses are billed at cost plus 15%
- 2.18 Bond/Permit Deposits are pass through costs billed at 15% of amount rendered
- 2.19 Hazardous substance encountered during potholing is subject to additional fees
- 2.20 OCIP, Waiver of Subrogation and other special insurance requirements subject to a \$120.00 fee:

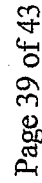
**Attachment 7**

**PROJECT SCHEDULE**

A detailed CPM schedule in Microsoft Project is attached. The durations for certain tasks such as public involvement are approximate.



# Project Schedule for Castroville Railroad Crossing Bicycle/Pedestrian Path Project Phase 1



**Attachment 8**

**PROJECT FEE**

The basis of payment for the services provided under this Agreement shall be a lump sum. Pursuant to satisfactory completion of this agreement, and should all tasks be performed, a lump sum payment of \$329,509.71, which includes all expenses incurred, shall be made to the CONSULTANT. Should certain tasks not be performed, then this lump sum amount shall be reduced by the amount indicated herein for each task not performed.

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

# EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

TRC ENGINEERS  
DESIGN FEE ESTIMATE WORKSHEET

COUNTY OF MONTEREY  
CASTROVILLE RR CROSSING-BIKE/PEDESTAL PATH  
PHASE 1 SCOPE OF SERVICES

Date: 12/02/10  
Overhead %: 0%  
Profit %: 0%

Project: P122-96  
Increase: 0.0%  
Sub administration: 0%

02-Dec-10  
01:02:58 PM

Expenses	
Description	Amount
Travel	
Airfare (round trips)	\$0
Mileage	\$2,160
Lodging	\$0
Per Diem	\$204
Car Rental	\$0
Misc.	\$0
Travel Subtotal	\$2,364
Other Direct Costs	\$4,864
Subconsultants Admin. Costs	\$0
ODC Subtotal	\$4,864
Total	\$7,228

Subconsultants	
Name	Amount
1.B. Exaro - Pot-holing	\$10,000.00
1.C. Parikh Consultants	\$2,826.31
1.I. LSA Associates - Environmental	\$118,115.00
1.I. LSA Associates - Wetlands	\$12,090.00
1.N. Renaissance - Public Outreach	\$7,000.00
1.P. Visual Impact Study	\$10,000.00
Total	\$160,031

Total Fee Estimate	
Labor	\$162,250.00
Subconsultants	\$160,031.31
Expenses	\$7,228.40
Total	\$329,509.71

12/2/2010

COUNTY OF MONTEREY  
CASTROVILLE RR CROSSING-BIKE/PED PATH  
PHASE 1 SCOPE OF SERVICES

## DESIGN FEE ESTIMATE WORKSHEET

DESIGN FEE ESTIMATE  
2010

Date:

**Start Date:**

**End Date:**

12/02/10

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T

### Project

P122.

100

**Increase:**

Sub admin.

Overhead %:

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# EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

TRC ENGINEERS

FEE ESTIMATE WORKSHEET

Travel		From		Rancho Cordova	
		To		Castroville/Salinas	
# of people	2	# of nights	0		
# of days	3				
# of trips	12				

	Rate	#	trips	trips	#	people	
Airfare (round trips)							
Mileage	\$0.500		360 miles		12	trips	\$0.00
Lodging			nights			people	\$2,160.00
Per Diem	\$34.00		6 days		1	people	\$0.00
Car rental			days			people	\$204.00
Miscellaneous			units			units	\$0.00
Total Travel							\$0.00
							\$2,364.00

ODC's						
	Rate	#				
Mail	\$0.44		10 pieces			\$4.40
Overnight mail	\$10.50		10 pieces			\$105.00
Copies	\$0.07		4000 copies			\$280.00
Prints (22x34)	\$2.50		540 prints			\$1,350.00
Vellums (22x34)	\$7.50		prints			\$0.00
MyIars (22x34)	\$15.00		75 prints			\$1,125.00
Miscellaneous	\$500.00		4 units			\$2,000.00
Total ODC's						\$4,864.40

Total Travel and ODC's	\$7,228.40
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**EXHIBIT B - FEDERAL PROVISIONS**  
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**ARTICLE I CONTACT INFORMATION**

County Project Manager  
Name: Patricia A. Lopez  
Title: Management Analyst III  
Address: 168 West Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901  
Telephone Number: (831) 755-8998

Contractor Project Manager  
Name: Mark A. Imbriani, P.E.  
Title: Vice President  
Address: 10680 White Rock Road, Ste. 100  
Rancho Cordova, CA 95670  
Telephone Number: (916) 366-0632

**ARTICLE II TERMS**

All references to "Contract" herein shall include the County of Monterey Agreement for Professional Services.

**ARTICLE III ALLOWABLE COSTS AND PAYMENTS (Check one box only)**

☐ **The method of payment for this contract will be based on actual cost-plus-a fixed fee.**

- A. The COUNTY will reimburse the CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by the CONTRACTOR in performance of the work. The CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the CONTRACTOR's executed Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will the CONTRACTOR be reimbursed for overhead costs at a rate that exceeds the COUNTY's approved overhead rate set forth in the executed Proposal. In the event that the COUNTY determines that a change to the work from that specified in the Executed Proposal and contract is required, the contract time and/or actual costs reimbursable by the COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, the COUNTY will pay the CONTRACTOR a fixed fee of \$\_\_\_\_\_. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the executed Proposal.
- D. When milestone cost estimates are included in the executed Proposal, the CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the COUNTY Project Manager before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of the CONTRACTOR's fixed fee will be included in the monthly progress payments. If CONTRACTOR fails to submit the required

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deliverable items according to the schedule set forth in the Statement of Work, the COUNTY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Section 7 of the County of Monterey Agreement for Professional Services.

- F. No payment will be made prior to approval of any work, nor for any work performed prior to the approval of this contract.
- G. The CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the COUNTY'S Finance Division of an itemized invoice. Invoices shall be submitted no later than 30 calendar days after the performance of work for which the CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the executed Proposal and shall reference this contract name and the COUNTY's Project Manager. Final invoice must contain the final cost and all credits due to the COUNTY. The final invoice should be submitted within 60-calendar days after completion of the CONTRACTOR's work. Invoices shall be mailed to the COUNTY'S Finance Division at the following address:

County of Monterey  
Resource Management Agency  
Department of Public Works  
168 West Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901  
Attn: Finance Division

- H. The total amount payable by the COUNTY including the fixed fee shall not exceed the amount identified in Section 2 of the County of Monterey Agreement for Professional Services.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the executed Proposal and is approved by the COUNTY'S Project Manager.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases which are the direct result of changes in the prevailing wage rates are reimbursable.

- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

☐ The method of payment for this contract will be based on specific rates of compensation (on-call contracts).

- A. Specific projects will be assigned to the CONTRACTOR through issuance of Scope of Services.
- B. After a project to be performed under this contract is identified by the COUNTY, the COUNTY will prepare a draft Scope of Services; less the cost estimate. A draft Scope of Services will identify the expected results, project deliverables, period of performance, and

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project schedule, and will designate a COUNTY Project Coordinator, if different than the Project Manager. The draft Scope of Services will be delivered to the CONTRACTOR for review. The CONTRACTOR shall return a Proposal within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement on the Proposal has been reached on the negotiable items and total cost; the finalized Proposal shall be signed by both the COUNTY and the CONTRACTOR (hereinafter "executed Proposal").

- C. The CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in the CONTRACTOR's executed Proposal. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee.
- D. In addition, the CONTRACTOR will be reimbursed for incurred direct costs other than salary costs, and other costs that are identified in the executed Proposal.
- E. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the Executed Proposal.
- F. When milestone cost estimates are included in the executed Proposal, the CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the COUNTY's Project Manager before exceeding such estimate.
- G. Progress payments for each Proposal will be made monthly in arrears based on services provided and actual costs incurred.
- H. The CONTRACTOR shall not commence performance of work or services until this contract has been approved by the COUNTY, and notification to proceed has been issued by the COUNTY's Project Manager. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- I. A Proposal is of no force or effect until returned to the COUNTY and signed by an authorized representative of the COUNTY. No expenditures are authorized on a project and work shall not commence until a Proposal for that project has been executed by the COUNTY.
- J. The CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the COUNTY's Finance Division of an itemized invoice. Separate invoices itemizing all costs are required for all work performed under each Proposal. Invoices shall be submitted no later than 30 calendar days after the performance of work for which the CONTRACTOR is billing, or upon completion of the Proposal. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the executed Proposal and shall reference this contract name and the COUNTY's Project Manager. Credits due to the COUNTY must be reimbursed by the CONTRACTOR prior to the expiration or termination of this contract. Invoices shall be mailed to the COUNTY's Finance Division at the following address:



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County of Monterey  
Resource Management Agency  
Department of Public Works  
168 West Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901  
Attn: Finance Division

- K. The total amount payable by the COUNTY for an individual executed Proposal shall not exceed the amount agreed to in the executed Proposal, unless authorized by contract amendment.
- L. The total amount payable by the COUNTY for all Proposals resulting from this contract, shall not exceed the amount identified in Section 2 of the County of Monterey Agreement for Professional Services. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Scope of Services.
- M. All subcontracts in excess of \$25,000 shall contain the above provisions.
- ☒ **The method of payment for this contract will be based on lump sum.**
- A. The total lump sum price paid by the CONTRACTOR will include compensation for all work and deliverables, including travel and equipment described in the Statement of Work of this contract. No additional compensation will be paid to the CONTRACTOR, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between the CONTRACTOR and the COUNTY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by the COUNTY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by the CONTRACTOR. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the COUNTY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Section 7 of the County of Monterey Agreement for Professional Services.
- C. The CONTRACTOR shall not commence performance of work or services until this contract has been approved by the COUNTY and notification to proceed has been issued by the COUNTY'S Project Manager. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. The CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the COUNTY'S Finance Division of an itemized invoice. Invoices shall be submitted no later than 30-calendar days after the performance of work for which the CONTRACTOR is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the executed Proposal and shall reference this contract name and the COUNTY's Project Manager. Final

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invoice must contain the final cost and all credits due the COUNTY. The final invoice should be submitted within 60-calendar days after completion of the CONTRACTOR's work. Invoices shall be mailed to the COUNTY's Finance Division at the following address:

County of Monterey  
Resource Management Agency  
Department of Public Works  
168 West Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901  
Attn: Finance Division

- E. The total amount payable by the COUNTY shall not exceed the amount identified in Section 2 of the County of Monterey Agreement for Professional Services.
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

**ARTICLE IV CHANGE IN TERMS**

- A. The CONTRACTOR shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the COUNTY's Project Manager.
- B. There shall be no change in the CONTRACTOR's Project Manager or members of the project team, as listed in the executed Proposal, which is a part of this contract without prior written approval by the COUNTY's Project Manager.

**ARTICLE V COST PRINCIPLES**

- A. The CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.
- B. The CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to the COUNTY.

**ARTICLE VI CONTINGENT FEE**

The CONTRACTOR warrants, by execution of this contract, that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY has the right to annul

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this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**ARTICLE VII RETENTION OF RECORDS**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the CONTRACTOR, subcontractors, and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, the State Auditor, the COUNTY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONTRACTOR that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of \$25,000 shall contain this provision.

**ARTICLE VIII DISPUTES**

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by the COUNTY's Director of Public Works, who may consider written or verbal information submitted by the CONTRACTOR.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the CONTRACTOR may request review by the COUNTY Board of Supervisors of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONTRACTOR from full and timely performance in accordance with the terms of this contract.

**ARTICLE IX SUBCONTRACTING**

- A. The CONTRACTOR shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the COUNTY's Project Manager, except that, which is expressly identified in the Executed Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.
- C. Any substitution of subcontractors must be approved in writing by the COUNTY's Project Manger.

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CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

**ARTICLE X INSPECTION OF WORK**

The CONTRACTOR and any subcontractors shall permit the COUNTY, the State and the FHWA, if Federal participating funds are used in this contract, to review and inspect the project activities at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

**ARTICLE XI SAFETY**

- A. The CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. The CONTRACTOR shall comply with safety instructions issued by the COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the COUNTY has determined that within such areas as are within the limits of the project and are open to public traffic, the CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract, entered into as a result of this contract, shall contain all of the provisions of this Article.

**ARTICLE XII OWNERSHIP OF DATA**

- A. Ownership and title to all documents, including but not limited to reports, estimates, tracings, plans, specifications, and maps, prepared, or obtained under the terms of the agreement are automatically vested in the COUNTY. Such documents are to be delivered to and become the property of the COUNTY; no further agreement will be necessary to transfer ownership to the COUNTY.
- B. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of the agreement shall be made available upon request to the COUNTY without restriction or limitation on their use.
- C. Applicable patent rights provisions described in 41 CFR 1-9.1 regarding rights to inventions apply to this agreement as appropriate.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

**ARTICLE XIII DEBARMENT AND SUSPENSION CERTIFICATION**

- A. The CONTRACTOR's signature affixed herein on this contract, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR has complied with Title 49, Code of Federal Regulations, Part 29,

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Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the COUNTY.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

**ARTICLE XIV STATE PREVAILING WAGE RATES**

- A. The CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1775; and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair or maintenance of public works, shall contain all of the provisions of this Article.

**ARTICLE XV PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING**

This article applies to all contracts where federal funding will exceed \$100,000.

- A. The CONTRACTOR certifies by signing this contract, to the best of his or her knowledge and belief, that:
1. No State, Federal or County appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit

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Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. The CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

**ARTICLE XVI DBE PROVISIONS**

☒ The COUNTY has established an Underutilized DBE goal for this Agreement of 1.1%.

OR

☐ The COUNTY has not established an Underutilized goal for this Agreement. However, proposers are encouraged to obtain DBE participation for this Agreement.

1. **TERMS AS USED IN THIS DOCUMENT**

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "Underutilized Disadvantaged Business Enterprise" or "UDBE" is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
  - Black American
  - Asian-Pacific American
  - Native American
  - Women
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. **AUTHORITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The CONTRACTOR should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

**EXHIBIT B - FEDERAL PROVISIONS**  
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- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF UDBE AND DBE INFORMATION

If there is a UDBE goal on the contract, a "Local Agency Bidder/Proposer-UDBE Commitment (Consultant Contract)" (Exhibit 10-O1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A "Local Agency Proposer -DBE -Information (Consultant Contract)" (Exhibit 10-O2) form shall be completed and submitted with the executed contract. The purpose of the form is to collect all UDBE and DBE commitment data required under 49 CFR 26. For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
  2. The proposer will meet the goal through work performed by UDBE subconsultants, subconsultants, suppliers or trucking companies.
  3. The proposer made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

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- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The prime consultant shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.
  - Click on the link in the left menu titled Find a Certified Firm
  - Click on Query Form link, located in the first sentence
  - Click on Certified DBE's (UCP) located on the first line in the center of the page
  - Click on Click To Access DBE Query Form
  - Searches can be performed by one or more criteria
  - Follow instructions on the screen
  - "Start Search," "Requery," "Civil Rights Home," and "Caltrans Home" links are located at the bottom of the query form

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the



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products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
  - D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
7. For DBE trucking companies: credit for DBEs will count towards DBE credit, and if a DBE is a UDBE, credit will count towards the UDBE goal, under the following conditions:
- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.
  - B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
  - C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
  - D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
  - E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
  - F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

**EXHIBIT B - FEDERAL PROVISIONS**  
**CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

**ARTICLE XVII SUBCONTRACTOR/DBE PARTICIPATION**

1. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the COUNTY and any subcontractors, and no subcontract shall relieve the CONTRACTOR of his/her responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the COUNTY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR's obligation to pay its subcontractors is an independent obligation from the COUNTY's obligation to make payments to the CONTRACTOR.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. CONTRACTOR shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the CONTRACTOR by the COUNTY.
- D. Any substitution of subcontractors must be approved in writing by the COUNTY's Project Manager in advance of assigning work to a substitute subcontractor.

2. Disadvantaged Business Enterprise (DBE) Participation

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Bidders who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has an under-utilized DBE (UDBE) goal, the CONTRACTOR must meet the UDBE goal by using UDBEs as subcontractor or document a good faith effort to meet the goal. If a UDBE subcontractor is unable to perform, the CONTRACTOR must make a good faith effort to replace him/her with another UDBE subcontractor if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
  - 1. Black American
  - 2. Asian-Pacific American
  - 3. Native American
  - 4. Women
- C. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements.

**EXHIBIT B - FEDERAL PROVISIONS**  
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Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

3. Performance of DBE Contractors and other DBE Subcontractors/Suppliers

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

4. Prompt Payment of Funds Withheld to Subcontractors

- A. The COUNTY shall hold retainage from the prime CONTRACTOR and shall make prompt and regular incremental acceptances of portions, as determined by the COUNTY, of the contract work, and pay retainage to the prime CONTRACTOR based on these acceptances. The prime CONTRACTOR, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the COUNTY. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30-days may take place only for good cause and with the COUNTY's prior written approval. Any violation of this provision shall subject the violating prime CONTRACTOR or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by the prime CONTRACTOR,

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deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

5. DBE Records

- A. The CONTRACTOR shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONTRACTORS shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the CONTRACTOR or the CONTRACTOR's authorized representative and shall be furnished to the Project Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the CONTRACTOR when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors" is submitted to the Project Manager.
1. Prior to the fifteenth of each month, the CONTRACTOR shall submit documentation to the COUNTY's Project Manager showing the amount paid to DBE trucking companies. The CONTRACTOR shall also obtain and submit documentation to the COUNTY's Project Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the CONTRACTOR may count only the fee or commission the DBE receives as a result of the lease arrangement.
  2. The CONTRACTOR shall also submit to the COUNTY's Project Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans Monthly DBE Trucking Verification, CEM-2404(F) form provided to the CONTRACTOR by the COUNTY's Project Manager.

6. DBE Certification and De-certification Status

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the CONTRACTOR in writing with the date of de-certification. If

**EXHIBIT B - FEDERAL PROVISIONS**  
**CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the CONTRACTOR in writing with the date of certification. Any changes should be reported to the COUNTY's Project Manager within 30 days.

7. Materials or supplies purchased from DBEs will count towards DBE credit, and if a DBE is also a UDBE, purchases will count towards the UDBE goal under the following conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

8. The following applies to contracts which require trucking:

For DBE trucking companies: credit for DBEs will count towards DBE credit, and if a DBE is also a UDBE, credit will count towards the UDBE goal under the following conditions:

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.
- B. The DBE must itself own and operate at least one fully licensed, insure, and operational truck used on the Agreement.

**EXHIBIT B - FEDERAL PROVISIONS**  
**CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this section, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

**Exhibit 10-01 Local Agency Proposer UDBL Commitment (Consultant Contracts)**

AGENCY County of Monterey DPW LOCATION Castroville, CA  
PROJECT DESCRIPTION Castroville Railroad Crossing Bicycle/Pedestrian Path  
CONTRACT GOAL 1.1%  
PROPOSAL DATE 12/10/09  
PROPOSER'S NAME TRC Engineers, Inc.

**EXHIBIT B - FEDERAL PROVISIONS**  
**CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

**INSTRUCTIONS - LOCAL AGENCY BIDDER- UDBE COMMITMENT**  
**(CONSULTANT CONTRACTS) (Revised 03/09)**

**ALL PROPOSERS:**

**PLEASE NOTE:** It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information shall be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the consultant contract: Agency, Location, Project Descriptions, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, Proposer's Name, and Contract Goal.

The form has a column for the Work Item Number (or Item No's) and Description or Services to be Subcontracted to UDBEs. The UDBE should provide a certification number to the Consultant. Notify the Consultant in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are received and include UDBE address and phone number). Enter the UDBE prime consultant and subconsultant certification numbers. Prime consultants shall indicate all work to be performed by UDBEs including, if the prime consultant is a UDBE, work performed by its own forces.

There is a column for the total UDBE percentage. Enter the Total Claimed UDBE Participation percentage of items of work submitted with the proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Notice to Bidders/Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of UDBE firms. Note: If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-O (1) must be signed and dated by the consultant proposing. Also list a phone number in the space provided and print the name of the person to contact.

**For the Success Proposer only, local agencies** should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the District Local Assistance Engineer signs and dates the form.



## CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS

PROJECT DESCRIPTION: Castroville Railroad Crossing Bicycle/Pedestrian Path

TOTAL CONTRACT AMOUNT: \$868,137.30 (\$329,509.71 Phase 1 only)

PROPOSAL DATE: 12/10/09

PROPOSER'S NAME: TRC Engineers, Inc.

For Local Agency to Complete:

Local Agency Contract Number: N/A

Federal Aid Project Number: STPLHSR-5944(058)

Federal Share: 80%.

Contract Award Date:

Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.

DAVID A. LAFER

Signature

Date 11/19/10

Local Agency Representative

(Area Code) Telephone Number: 831-755-8998

For Caltrans Review:

Total Claimed  
Participation

\$ 53,854.00

6.21 %

Signature of Proposer \_\_\_\_\_

10/14/10

(916) 366-0632

Date \_\_\_\_\_

(Area Code) Tel. No.

From Nature

Signature \_\_\_\_\_

— 121110

Coltrane District Local Assistance Engineer

Local Agency Bidder - DBE Commitment Key 3/09/

**EXHIBIT B - FEDERAL PROVISIONS**  
**CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

**INSTRUCTIONS - LOCAL AGENCY BIDDER DBE INFORMATION**  
**(CONSULTANT CONTRACTS) (Revised 03/09)**

**SUCCESSFUL PROPOSER:**

The form requires specific information regarding the consultant contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, and Successful Proposer's Name.

The form has a column for the Description or Services to be Subcontracted by DBEs. The DBE should provide a certification number to the prime consultant. The form has a column for the Names of DBE certified consultants to perform the work (must be certified on the date the proposal is received and include DBE address and phone number). Enter DBE prime consultant's and subconsultants' certification numbers. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces.

Enter the Total Claimed DBE Participation percentage of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.) See Notice to Proposers/Bidders Disadvantaged Business Enterprise Information to determine how to count the participation of DBE firms.

Exhibit 10-O (2) must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

For the successful proposer, Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the District Local Assistance Engineer signs and dates the form.

**EXHIBIT B - FEDERAL PROVISIONS**  
**CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

**EXHIBIT 15-H UDBE INFORMATION – GOOD FAITH EFFORTS**

Federal-aid Project No. STPLHSR-5944 (058) Bid Opening Date February 2010

The County of Monterey established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of 1.1% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder – UDBE Commitment" form indicates that the bidder has met the UDBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder – UDBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of UDBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
<u>Parikh Consultants</u>	<u>12/03/09</u>	<u>Followed up by email</u>
_____	_____	<u>on various dates</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**EXHIBIT B - FEDERAL PROVISIONS**  
**CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

- C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount(\$)	Percentage of Contract
Geotechnical	Y	Phase 1 Geotechnical Investigation	\$2,826.31	0.33%
Geotechnical	Y	Phase 2 Geotechnical Investigation	\$51,037.69	5.88%

- D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

None.

Names, addresses and phone numbers of firms selected for the work above:

Parikh Consultants  
2360 Oume Drive, Suite A  
San Jose, CA 95131  
(408) 452-9000

- E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

No efforts needed.

- F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime CONTRACTOR or its affiliate:

No efforts needed.

**EXHIBIT B - FEDERAL PROVISIONS**  
**CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
<u>We contacted Parikh Consultants first due to our previous working relationship and they agreed to be on our team, so no contact was made for assistance.</u>		
<hr/>		

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

We have used Parikh Consultants' service in the past and we're very pleased with their work, so we contacted them again for this project. This project has been split into 2 phases of work. Budgets for both phases are shown herein. Complete fee proposal is attached as Attachment 1.

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NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

EXHIBIT B - FEDERAL PROVISIONS  
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

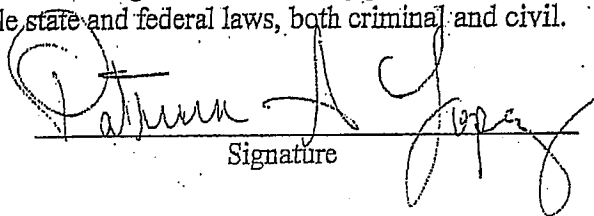
CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Management Analyst III of Monterey County, and that the consulting firm of TRC Engineers Inc., or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person, or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

11/19/10  
Date

  
Signature

ATTACHMENT 1 TO EXHIBIT B

Firm		Fee per Firm per Task									
Task	TRC	LSA	Peters	Parikh	Rosenthal	Renaissance Resources	VIA Consultant	Exaro Potholing	Bellinger FS	Total Task	
I.A Surveying Coord., Field Review I.B Utility Relocation, Potholing Coord. I.C Geotechnical Investigation I.D Geometric Approval Drawing I.E Preliminary Cost Estimate I.F Alternative Analysis I.G Project Feasibility Report I.H Preliminary Plan Submittal & Cost Estimate I.I Environmental Documents I.J ISA I.K Project Management & Coordination I.L Meetings (Assume 12) I.L.1 (X.2) 30% UPRR Coordination I.L.2 (X.2) 30% PUC Coordination I.M (X.3.3) Structure Modeling I.N (X.3.7) Public Outreach I.O (X.3.7) Local Group Coordination I.P Visual Impact Study Expenses	\$4,552.50									\$4,552.50	
	\$3,340.00							\$10,000.00		\$13,340.00	
	\$1,952.50			\$2,826.31						\$4,778.81	
	\$3,645.00									\$3,645.00	
	\$4,165.00									\$4,165.00	
	\$22,735.00									\$22,735.00	
	\$8,740.00									\$8,740.00	
	\$27,910.00									\$27,910.00	
	\$3,185.00	\$130,205.00								\$133,390.00	
	\$5,325.00									\$5,325.00	
	\$12,320.00									\$12,320.00	
	\$7,290.00									\$7,290.00	
	\$12,420.00									\$12,420.00	
	\$9,555.00									\$9,555.00	
	\$21,060.00					\$7,000.00				\$21,060.00	
	\$8,850.00									\$8,850.00	
\$2,740.00									\$2,740.00		
\$2,465.00							\$10,000.00		\$12,465.00		
\$7,228.40									\$7,228.40		
Total Preliminary Phase I		\$169,478.40	\$130,205.00	\$0.00	\$2,826.31	\$0.00	\$7,000.00	\$10,000.00	\$0.00	\$329,509.71	
2.A. Final Design Kickoff 2.B.1. Pathway Civil Design 2.B.2 Traffic Design 2.B.4 Street Lighting 2.B.5 Utility Coordination/Design 2.B.6 Hydrology and Storm Drainage Design 2.B.7 SWPPP Plan 2.B.8 Retaining Walls 2.C.2 65% Structure Design 2.C.3 90% Structure Plan Check 2.D 30% and 60% Submittals 2.E. Specifications and Estimate 2.F QC, Constructability Review 2.G Draft PS&E Submittal 2.H Permitting Coordination 2.I Submit Final PS&E 2.J Project Management & Coordination 2.J Meetings (Assume 12) 2.K Geotechnical 2.L.1 (X.2) UPRR Final Coordination 2.L.2 (X.2) PUC Final Coordination 2.M (X.3.4) Landscape Coordination 2.N Kinder Morgan Coordination 2.P (X.3.5) Aesthetics, Public Art											
	\$49,720.00									\$49,720.00	
			\$15,700.00							\$15,700.00	
	\$5,417.50									\$5,417.50	
	\$1,502.50									\$1,502.50	
	\$27,817.50									\$27,817.50	
	\$28,845.00									\$28,845.00	
	\$40,142.50									\$40,142.50	
	\$36,142.50									\$36,142.50	
	\$11,940.00									\$11,940.00	
	\$1,502.50									\$1,502.50	
	\$9,742.50									\$9,742.50	
	\$1,502.50									\$1,502.50	
	\$2,702.50									\$2,702.50	
	\$6,160.00									\$6,160.00	
	\$7,290.00				\$47,779.43					\$7,290.00	
\$11,550.00									\$11,550.00		
\$3,530.00									\$3,530.00		
									\$36,312.00		
									\$0.00		
	\$10,000.00								\$10,000.00		

ATTACHMENT 1 TO EXHIBIT B

[illegible]





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/01/2010

PRODUCER 1-770-552-4225

Ames &amp; Gough, Inc.

450 Northridge Parkway

Suite 102

Atlanta, GA 30350

Matias Ormaza

INSURED

TRC Engineers Inc.

TRC Companies Inc.

123 Technology Dr.

Irvine, CA 92618

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Commerce &amp; Industry Insurance Company

INSURER B: Chartis Specialty Insurance Company

INSURER C: Twin City Fire Insurance Company

INSURER D:

INSURER E:

## COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	GL 7168709	07/01/10	07/01/11	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:					
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY	CA 7168886 A/O	07/01/10	07/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
A		<input checked="" type="checkbox"/> ANY AUTO	CA 7168888 MA	07/01/10	07/01/11	BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		<input checked="" type="checkbox"/> Comp. Ded. \$2,000					
		<input checked="" type="checkbox"/> Coll. Ded. \$2,000					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B		EXCESS / UMBRELLA LIABILITY	UMB 7168710	07/01/10	07/01/11	EACH OCCURRENCE	\$ 10,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 10,000,000
							\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		RETENTION \$					\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	20 WN MF5434 A/O	07/01/10	07/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
C		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	20 WBR MF5433 WI	07/01/10	07/01/11	E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B		OTHER Professional Liability E&O-Including Pollution Liab.	3778255	07/01/10	07/01/11	Per Claim	10,000,000
						Aggregate	15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

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

## CERTIFICATE HOLDER

County of Monterey

Shelley Dickinson

168 W. Alisal Street, 2nd Floor

Salinas, CA 93901

USA

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01) jimbaker

18530680

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## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

## DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name of Person or Organization:**

County of Monterey, its agents, officers and employees

168 W. Alisal Street, 2nd Floor

Salinas, CA 93901

**Location And Description of Completed Operations:**

All, where required by contract prior to loss.

**Additional Premium:**

Included

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

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designed and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

INSURED: TRC Engineers Inc.

TRC Companies Inc.

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 Person or Organization:**

County of Monterey, its agents, officers and employees

168 W. Alisal Street, 2nd Floor

Salinas, CA 93901

USA

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

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2.Exclusions**

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

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site 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.

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 07/01/2008 forms a part of

policy No. GL 716-87-09 issued to TRC COMPANIES, INC

by COMMERCE AND INDUSTRY INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

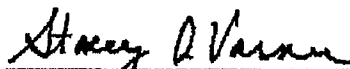
**ADDITIONAL INSURED - PRIMARY INSURANCE**

*This endorsement modifies insurance provided under the following:*

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a. Primary Insurance,** is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.



Authorized Representative or  
Countersignature (in States Where  
Applicable)

## ENDORSEMENT

This endorsement, effective 12:01 A.M. 07/01/2007 forms a part of

policy No. CA 716-88-86 issued to TRC COMPANIES, INC.

by COMMERCE AND INDUSTRY INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

**Section II - Liability Coverage, A. - Coverage, 1. - Who Is An Insured,** is amended to add:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
1. The coverage and/or limits of this policy, or
  2. The coverage and/or limits required by said contract or agreement.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 07/01/2007 forms a part of

policy No. CA 716-88-86 issued to TRC COMPANIES, INC.

by COMMERCE AND INDUSTRY INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED**

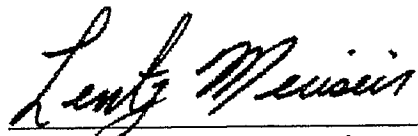
*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or  
Countersignature (in States Where  
Applicable)



# COUNTY OF MONTEREY

## PURCHASE ORDER

ORDER DATE 01-10-2011

SC 3000 0000001578

### IMPORTANT

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST  
APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS,  
TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

<b>TRC ENGINEERS INC</b> 10680 White Rock Road Ste 100 Rancho Cordova CA 95670		<b>RECEIVED</b> <b>JAN 13 2011</b> <b>RMA FINANCE</b>		<b>S H I P T O</b> PUBLIC WRK 168 W. ALISAL ST., 2ND FLOOR SALINAS CA 93901		<b>B I L L T O</b> PUBLIC WRK 168 W ALISAL ST 2ND FLOOR SALINAS CA 93901	
VENDOR				F.O.B.:			
VENDOR NUMBER: CV0000000492				DELIVERY DATE:			

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
PURCH DESC: PROFESSIONAL SERVICES AGREEMENT (PSA) NO. A-11906 BETWEEN TRC ENGINEERS, INC AND THE COUNTY OF MONTEREY TO PROVIDE PRELIMINARY ENGINEERING AND ENVIRONMENTAL SERVICES FOR PHASE 1 OF THE CASTROVILLE RAILROAD CROSSING BICYCLE/PEDESTRIAN PATH (RFQ/RFP) #10197) FOR A TOTAL AMOUNT NOT TO EXCEED \$329,509.71. THE TERM OF THIS PSA IS FROM DECEMBER 28,2010 THROUGH DECEMBER 28,2011. **THIS PURCHASE ORDER IS VALID FROM 12/28/2010 THROUGH 06/30/2011; A NEW PURCHASE ORDER WILL BE ISSUED AFTER THIS DATE**							
1	0.0		91842		.00	.00	164,754.86
			COMM LINE DESC: Eng Consulting				
		002	- 3000 - 8195 - RMA012 - 6613	- - - - - 164754.86			
2	0.0		91843		.00	.00	164,754.86
			COMM LINE DESC: Env Consulting				
		002	- 3000 - 8195 - RMA012 - 6613	- - - - - 164754.86			

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

ORDER TOTAL 329,509.72

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](http://www.co.monterey.ca.us/admin/terms_conditions.htm)

### TAX EXEMPTION INFORMATION:

FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

AUTHORIZED BY COUNTY OF MONTEREY  
DEPUTIZED PURCHASING AGENT

*Michael R. Ten*

### COUNTY BUYER INFORMATION

Jaime Ayala

EMAIL: [ayalaj@co.monterey.ca.us](mailto:ayalaj@co.monterey.ca.us)

TELEPHONE: (831)755-4998 x4998

PRINT DATE: 01/12/11

CONTRACTS/PURCHASING DIVISION  
168 W. Alisal St. 3rd Floor, Salinas, CA 93901

PAGE NUMBER: 1 OF 1