

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

**Agreement No.: A-11906**

- a. Approve Amendment No. 1 to Professional Services Agreement No. A-11906 with TRC Engineers, Inc. to provide additional preliminary engineering and environmental services associated with the extension in the project limits 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 the amount of \$67,237 for a total amount not to exceed \$396,747, and extend the term through December 28, 2012; and
- b. Authorize the Contracts/Purchasing Officer to execute Amendment No. 1 to Professional Services Agreement No. A-11906 and future amendments that do not significantly alter the scope of work or change the approved Agreement amount.....

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

- a. Approved Amendment No. 1 to Professional Services Agreement No. A-11906 with TRC Engineers, Inc. to provide additional preliminary engineering and environmental services associated with the extension in the project limits 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 the amount of \$67,237 for a total amount not to exceed \$396,747, and extend the term through December 28, 2012; and
- b. Authorized the Contracts/Purchasing Officer to execute Amendment No. 1 to Professional Services Agreement No. A-11906 and future amendments that do not significantly alter the scope of work or change the approved Agreement amount.

PASSED AND ADOPTED on this 13<sup>th</sup> day of December, 2011, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Potter and Parker  
 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 13, 2011.

Dated: January 6, 2012

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

By Denise Hancock  
 Deputy

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
TRC ENGINEERS, INC.**

**THIS AMENDMENT NO. 1** to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and TRC Engineers, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties").

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

**WHEREAS**, the original Scope of Services allowed for preliminary engineering and environmental services for the Castroville Railroad Crossing Bicycle/Pedestrian Path (hereinafter, "Project") covering the Project limits between Axtell Street and Castroville Boulevard; and

**WHEREAS**, an extension of the Project limits has been identified from Axtell Street and Castroville Boulevard to McDougall Street in the community of Castroville; and

**WHEREAS**, additional preliminary engineering and environmental services have been identified for the extension of the Project; and

**WHEREAS**, the Parties wish to amend the Agreement to increase the amount by \$67,237.38 and extend the term to December 28, 2012 to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 1.

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

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

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits A and A-1** in conformity with the terms of this Agreement.

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

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A and A-1**, 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 \$396,747.09.

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

The term of this Agreement is from December 28, 2010 to December 28, 2012, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits" by adding "Exhibit A-1 Scope of Services/Payment Provisions".
5. The Project Schedule referenced in the Agreement, Exhibit A – Scope of Services/Payment Provisions, is hereby replaced with the Project Schedule referenced in Amendment No. 1, Exhibit A-1 – Scope of Services/Payment Provisions.
6. All other terms and conditions of the Agreement remain unchanged and in full force.
7. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 1 to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

By: 

Contracts/Purchasing Officer

Date: 2-1-12

Approved as to Form and Legality  
Office of the County Counsel

By: 

Deputy County Counsel

Date: 12-6-11

Approved as to Fiscal Provisions

By: 

Auditor/Controller

Date: 12-11

Approved as to Indemnity and Insurance Provisions

By: \_\_\_\_\_

Risk Management

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

CONTRACTOR\*

TRC Engineers, Inc.

Contractor's Business Name

By: 

(Signature of Chair, President or Vice President)

Its: Robert Schamber, VP

(Print Name and Title)

Date: 12/2/11

By: 

(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Its: James A. Baker Asst. Secretary

(Print Name and Title)

Date: December 2, 2011

ENTERED

JAN 31 2012

CCC

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

## **EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

### **Castroville Railroad Crossing Bicycle/Pedestrian Path – McDougall Street Extension**

Amendment No. 1 – Along Salinas Street from Axtell Street to McDougall Street

#### **Detailed Scope of Work – Phase 1 Extension**

#### **Introduction**

This scope includes the environmental and preliminary engineering work for the Castroville Rail Crossing Bicycle/Pedestrian Path Project extension to McDougall Street, located in the community of Castroville. An existing scope entitled Exhibit A - Castroville Railroad Crossing Bicycle/Pedestrian Path Project, has already been approved, covering the project limits between Axtell Street and Castroville Boulevard, within the vicinity of Benson Road and Collins Road. This additional scope is for the work involved from McDougall Street to Axtell Street along Salinas Street. It is assumed the facility will be Class 2 or Class 3 bike lanes from Merritt Street and Pajaro Street to McDougall Street at Salinas Street (to be designed by the County), Class 2 bike lanes from McDougall to Geil Street, and a Class 1 bike path from Geil Street to Axtell at Benson.

The tasks below are for Phase I Extension of the change in project limits along Salinas Street from Axtell Street to McDougall Street. Phase II work shall be authorized by an amendment to this agreement or a new contract, as deemed appropriate by the County.

#### **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 shall include Caltrans should they choose to attend. Although a field review form was previously prepared, including the required Preliminary Engineering Studies (PES) form, and a field review was held on April 24, 2008, a

## EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

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. 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.

### Deliverables:

- Utility "A" Letters
- Utility Table

### 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

## EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

services for this task is included as Attachment 1. Only Task 1.1 shall be performed in this phase.

### 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 a bike path extension from McDougall Street to Axtell Street. Two alternative alignments shall be evaluated. The pathway may be located adjacent to and/or within Caltrans-owned right of way.

Vertical alignment studies shall be performed so that the pathway conforms to ADA standards as well as taking earthworks quantities into consideration. A tie-in to the existing SR156 pedestrian overcrossing north approach will be included.

The pathway typical section shall consist of an 8' wide hot mix asphalt (HMA) surface and 2' aggregate base (AB) shoulders on each side, total width 12' for the Class I portion from Geil Street at Salinas Street to Axtell Street at Benson Road. The pathway section from McDougall Street to Geil Street will be shown as Class 1 and 2 for the County's consideration and selection.

### Deliverables:

- Geometric Approval Drawings

### Task 1.E Cost Estimates

Cost estimates shall be prepared for the McDougall extension. The cost estimates shall be planning study level cost estimates for the project limits, between McDougall Street and Axtell Street at Benson Road, with both Class 1 and Class 2 estimates for the segment between McDougall and Geil.

### Deliverables:

- Cost Estimate – Class 1 McDougall to Axtell
- Cost Estimate – Class 2 McDougall to Geil, Class 1 Geil to Axtell

### Task 1.F Alternatives Analysis

This task involves completing exhibits showing the two Bike Path alternative alignments. Impacts to R/W and roadway striping shall be considered. Layout and Typical Section drawings shall be prepared. It is expected that 2 iterations will be considered by the County and comments shall be incorporated at each submittal until the County is comfortable with the design.

## EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

### Deliverables:

- Layout Sheets
- Typical Section Sheet

### Task 1.G Feasibility Report

CONSULTANT shall prepare a Draft Feasibility Report using the format of the County's SR156/OakHills Report. The report for the Axtell to Castroville Blvd. segment will be modified to incorporate this new segment, thus only one combined report shall be prepared.

The preliminary cost estimate for the approved alternative will be developed in conformance with the Caltrans 7-page "Preliminary Estimate of Cost Summary" per their Project Development Procedures Manual (PDPM). The following documents shall be included as attachments to the Report:

- Location Map
- Geometric Approval Drawings
- Right of Way and Utility Data Sheets
- Project Cost Estimates
- Draft Environmental Document
- Preliminary Geotechnical Report
- Photographs

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
- Cost Estimate

All drawings shall be prepared in AutoCAD Civil3D 2008 or later version.

## EXHIBIT A-1 -- SCOPE OF SERVICES/PAYMENT PROVISIONS

### 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 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 (ISA)

TRC shall update the previous March 2011 ISA that was prepared for the proposed Castroville Railroad Crossing -- Bicycle/Pedestrian Path Project to include the new potential area of impact extending west along Salinas Street between Axtell and McDougall. TRC shall determine if construction of the path in this extended corridor to the west of the existing project boundaries could be affected by any recorded or visible hazardous waste problems and to recommend any additional ISA work that may be needed prior to conducting Preliminary Site Investigations for the proposed project. The ISA update shall be prepared in accordance with the guidelines provided in the Caltrans Project Development Procedures Manual, Updated Seventh Edition. Subsurface investigation, detailed geological mapping, and laboratory analysis of soil or groundwater samples will not be part of this investigation. The following is a summary of the ISA Update scope of work:

- Complete a governmental records database search to obtain a listing of properties or known incidents shown on Federal and State databases for hazardous waste sites within the newly defined project area.
- Review Agency records of release incidents in the project vicinity.
- Conduct a site visit to identify any visible exterior areas of potential contamination that might impact the proposed project implementation.
- Review historical aerial photographs and historical topographic maps of the subject site and surrounding areas to visually identify previous land uses.

#### Deliverables:

- Addendum to Previously Prepared Phase I ISA Report

### Task 1.K Project Management and Coordination

This task consists of the direction of the work; attendance at monthly project meetings, including meetings with COUNTY, community of Castroville, Caltrans, Federal Highway Administration (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; monitoring

## **EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

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

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## **PHASE I: PRELIMINARY DESIGN SUPPLEMENTAL TASKS**

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### **Task 1.Q Move Alignment in Caltrans Right-of-Way**

This task includes work described under Tasks 1.D., 1.E., and 1.F., but for the segment east of Axtell. CONSULTANT shall examine an alignment shifted into Caltrans right-of-way, and prepare layout sheets and an exhibit for County's use in discussing this possibility with Caltrans.

### **Deliverables:**

- Layout Sheets
- Typical Section Sheet
- Plan and Profile Sheets

## **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 additional information:

- a. Orthographic aerial photos on CD-ROM.
- b. Oblique aerial photos of site or vicinity (if available, and even if old).
- c. 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.
- d. As-built drawings for the SR 156 pedestrian bridge and freeway segment near site, including any ultimate R/W footprint near this project.
- e. Crime statistics for the vicinity of the project, and police department contact person knowledgeable about the policing challenges in the project area.

## EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

### 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.

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.

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. Project Schedule
6. Project Fee

## **EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

### **Attachment 1**

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

##### **Geotechnical Report for the Castroville Railroad Crossing Bicycle/Pedestrian Path, Monterey County**

###### **Project Approach**

Proposed project shall include a bike and pedestrian pathway from McDougall to Axtell along Salinas Street. The additional length of the project is about 0.42 miles and shall include paved path. Our approach is to supplement existing data by performing additional Cone Penetrometer tests 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 log of test boring (LOTB).
- Permits/USA Clearances: We shall comply with the County Permit requirements.
- Consultation: Parikh shall discuss the preliminary pathway section with the designer and provide a discussion memo if needed.

# EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

PARIKH CONSULTANTS, INC.

10/18/2010

Preliminary Info/Task 1.1 only

Geotechnical Report

Castroville RR Crossing for Bike and Pedestrians

Job No: 3088

Client: County of Monterey

Task: Geotechnical Report (Foundation & Pavement)

Project: Castroville Ped & Bike crossing

Location: Castroville OH at Rte 156

Permitting

Util. Clear/Preliminary Info

| PERSONNEL                   | UNIT<br>RATE | HOURS<br>UNIT | SUB-<br>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<br>(140.00% of direct labor) | 829.2 | 829.16 |
|---|-------|--------|

|  |       |        |
|--|-------|--------|
| FIXED FEE<br>(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 |

\$1,563.57

|                     |      |
|---------------------|------|
| MILESTONE SUBTOTALS |      |
| 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-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

### **Attachment 2**

#### **LSA ASSOCIATES, INC. SCOPE OF WORK**

Environmental Documents for the  
Castroville Railroad Crossing Bicycle/Pedestrian Path,  
Monterey County

#### **BIOLOGICAL RESOURCES**

LSA shall not need to conduct an additional site visit for biological resources. LSA shall require additional time to incorporate the additional alignment into the Natural Environment Study-Minimal Impact and associated figures currently in preparation for the project.

#### **Cultural Resources**

LSA conducted a records search of the project site prior to the additional alignment; therefore, LSA shall need to conduct an additional records search for the project to include the additional project alignment. LSA shall not need to conduct an additional site visit for cultural resources. LSA shall require additional time to incorporate the additional alignment into the Archaeological Survey Report currently in preparation for the project.

#### **Project Management**

LSA shall require additional project management time to incorporate the additional alignment; however, the addition is not anticipated to affect the project schedule.

# EXHIBIT A-1 – 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  |
| Geotechnical Letter Report  | 1.C  |
| Geometric Approval Drawing Exhibit (Alternative 1)                    | 1.D  |
| Geometric Approval Drawing Exhibit (Alternative 2)                    | 1.D  |
| Preliminary Cost Estimate (Class 1)                                   | 1.E  |
| Preliminary Cost Estimate (Class 1 and 2)                             | 1.E  |
| Layout Sheets   | 1.F  |
| Typical Section Sheets  | 1.F  |
| Draft Feasibility Report  | 1.G  |
| Final Feasibility Report  | 1.G  |
| Preliminary Plans   | 1.H  |
| Appended Environmental Documents for McDougall Extension              | 1.I  |
| Addendum to Phase 1 ISA Report  | 1.J  |
| Monthly Progress Reports, e-mail confirmers, Meeting Agenda and Notes | 1.K  |
| Layout Sheets   | 1.Q  |
| Typical Section Sheets  | 1.Q  |
| Plan and Profile Sheets   | 1.Q  |

# EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

## Attachment 4

### PLAN SHEET LIST

| Sheet Number | CT Sheet Designation | Sheet Title                          | Task No. |
|--------------|----------------------|--------------------------------------|----------|
|              |                      | Geometric Approval Drawings          | 1.D      |
| 1            | X                    | Typical Cross Section 1              | 1.H      |
| 2            | P                    | Plan and Profile 1 (Pedestrian Path) | 1.H      |
| 3            | P                    | Plan and Profile 2 (Pedestrian Path) | 1.H      |
| 4-5          | L                    | Layout Sheets                        | 1.H      |
| 6            | K                    | Key Map R/W Exhibit                  | 1.H      |
| 7-8          | L                    | Layout Sheets                        | 1.Q      |
| 9            | X                    | Typical Section Sheet                | 1.Q      |
| 10-13        | P                    | Plan and Profile Sheets (In CT R/W)  | 1.Q      |

Roadway sheets are 1"=40' scale

Note: Drainage shall be shown on P&P sheets.

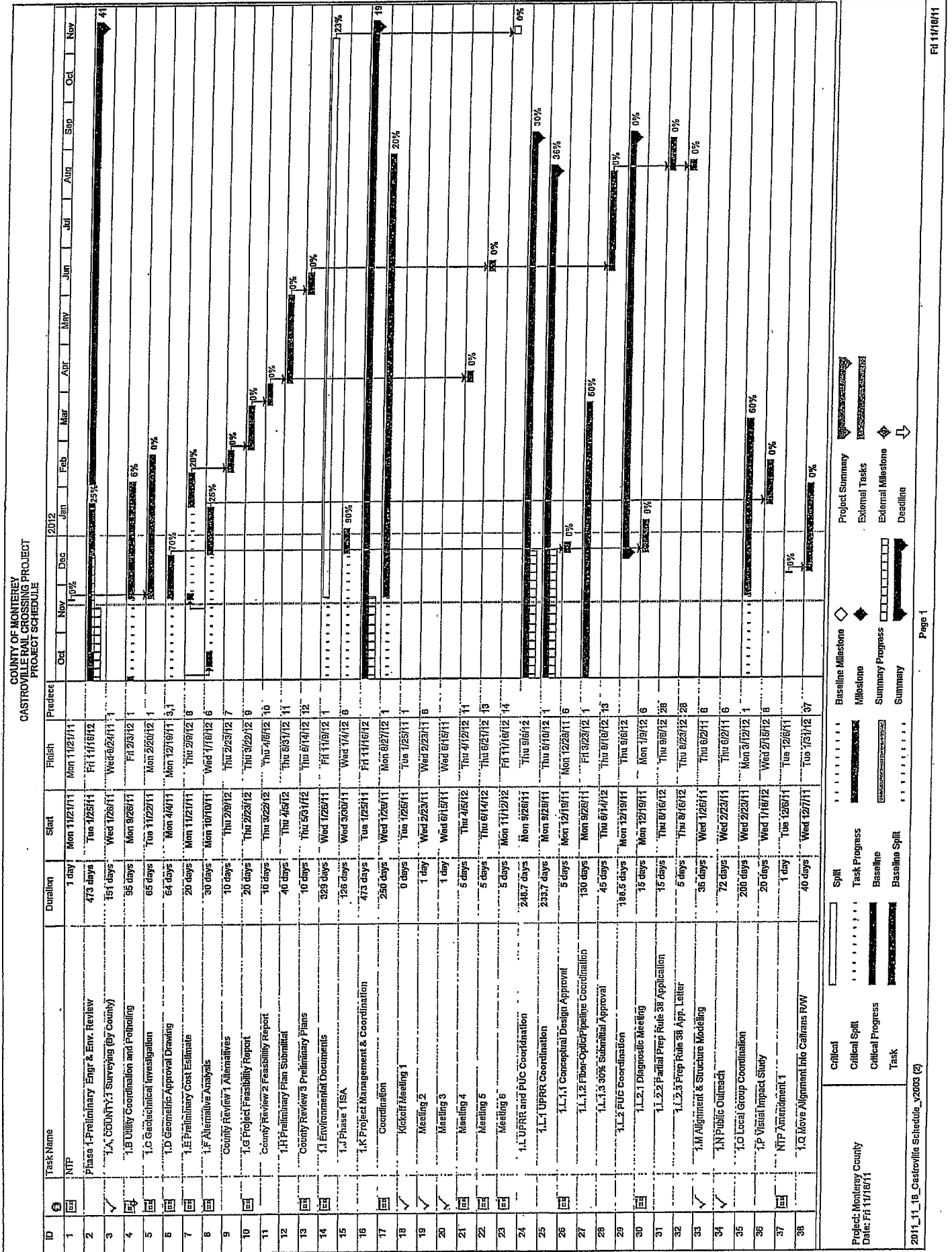
## **EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

### **Attachment 5**

#### **PROJECT SCHEDULE**

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

# EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS



## EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

### Attachment 6

### 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 \$67,237.38, 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.

The above payment is in addition to the \$329,509.71 currently authorized. The total budget allocated under the Agreement, including this Amendment 1, is then \$396,747.09.

## 11/18/2011

COMMUNITY OF CASTROVILLE  
McDOUGALL EXTENSION - BICYCLE/PEDESTRIAN PAT  
PRELIMINARY DESIGN PHASE

TRC - Design Fee Estimate.xls, Labor1

TRC ENGINEERS  
FEE ESTIMATE WORKSHEET

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

| Travel                |    | Rancho Cordova |  |  |  |  |  |  |  |  |  |
|-----------------------|----|----------------|--|--|--|--|--|--|--|--|--|
| From                  | To |                |  |  |  |  |  |  |  |  |  |
|                       |    | Salinas        |  |  |  |  |  |  |  |  |  |
| # of people           |    | 1              |  |  |  |  |  |  |  |  |  |
| # of days             |    | 1              |  |  |  |  |  |  |  |  |  |
| # of trips            |    | 2              |  |  |  |  |  |  |  |  |  |
|                       |    |                |  |  |  |  |  |  |  |  |  |
| Airfare (round trips) |    |                |  |  |  |  |  |  |  |  |  |
| Mileage               |    |                |  |  |  |  |  |  |  |  |  |
| Lodging               |    |                |  |  |  |  |  |  |  |  |  |
| Per Diem              |    |                |  |  |  |  |  |  |  |  |  |
| Car rental            |    |                |  |  |  |  |  |  |  |  |  |
| Miscellaneous         |    |                |  |  |  |  |  |  |  |  |  |
| Total Travel          |    |                |  |  |  |  |  |  |  |  |  |

| ODC's           |  |  |  |  |  |  |  |  |  |  |  |
|-----------------|--|--|--|--|--|--|--|--|--|--|--|
|                 |  |  |  |  |  |  |  |  |  |  |  |
| Mail            |  |  |  |  |  |  |  |  |  |  |  |
| Overnight mail  |  |  |  |  |  |  |  |  |  |  |  |
| Copies          |  |  |  |  |  |  |  |  |  |  |  |
| Prints (22x34)  |  |  |  |  |  |  |  |  |  |  |  |
| Vellums (22x34) |  |  |  |  |  |  |  |  |  |  |  |
| Mylars (22x34)  |  |  |  |  |  |  |  |  |  |  |  |
| Miscellaneous   |  |  |  |  |  |  |  |  |  |  |  |
| Total ODC's     |  |  |  |  |  |  |  |  |  |  |  |

|                        |          |
|------------------------|----------|
| Total Travel and ODC's | \$635.88 |
|------------------------|----------|

Date:

11/18/11

Project:  
Increase:  
Sub administration:

|        |      |    |
|--------|------|----|
| 174373 | 0.0% | 0% |
|--------|------|----|

18-Nov-11  
01:41:46 PM

| Expenses                    | Description | Amount |
|-----------------------------|-------------|--------|
| Travel                      |             |        |
| Airfare (round trips)       |             | \$0    |
| Mileage                     |             | \$400  |
| Lodging                     |             | \$0    |
| Per Diem                    |             | \$0    |
| Car Rental                  |             | \$0    |
| Misc.                       |             | \$0    |
| Travel Subtotal             |             | \$400  |
| Other Direct Costs          |             | \$236  |
| Subconsultants Admin. Costs |             | \$0    |
| ODC Subtotal                |             | \$236  |
| Total                       |             | \$636  |

| Subconsultants     | Name | Amount     |
|--------------------|------|------------|
| Parikh Consultants |      | \$1,564.00 |
| LSA Associates     |      | \$3,170.00 |
| Total              |      | \$4,734    |

# EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

| Total Fee Estimate |             |
|--------------------|-------------|
| Labor              | \$61,867.50 |
| Subconsultants     | \$4,734.00  |
| Expenses           | \$636.88    |
| Total              | \$67,237.38 |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/25/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

|  |                |   |
|--|----------------|---|
| PRODUCER<br>Greyling Insurance Brokerage<br><br>450 Northridge Parkway<br>Suite 102<br>Atlanta, GA 30350<br>Matias Ormazza | 1-770-552-4225 | CONTACT NAME: Jerry Noyola<br>PHONE (A/C, No, Ext): 770-552-4225<br>E-MAIL ADDRESS: jerry.noyola@greyling.com<br>FAX (A/C, No): 866-550-4082  |
| INSURED<br>TRC Engineers, Inc.<br>TRC Companies, Inc.<br>123 Technology Drive<br><br>Irvine, CA 92618                      |                | INSURER(S) AFFORDING COVERAGE<br>INSURER A: Commerce & Industry Insurance Company<br>INSURER B: Chartis Speciality Insurance Company<br>INSURER C: Twin City Fire Insurance Company<br>INSURER D:<br>INSURER E:<br>INSURER F: |

## COVERAGES

CERTIFICATE NUMBER: 22420582

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSR WVD                             | POLICY NUMBER                        | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|--|--------------------------------------|-------------------------|-------------------------|--|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  |  | GL 7168709                           | 07/01/11                | 07/01/12                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS |  | CA 7168888 MA<br>CA 7168886 A/O      | 07/01/11<br>07/01/11    | 07/01/12<br>07/01/12    | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
| B        | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   |  | UMB 7168710                          | 07/01/11                | 07/01/12                | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000   |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><input checked="" type="checkbox"/> N/A | 20 WN MF5434 A/O<br>20 WBR MF5433 WI | 07/01/11<br>07/01/11    | 07/01/12<br>07/01/12    | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS<br><input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |
| B        | Professional Liability<br>E&O-Including Pollution Liab.  |  | 3778255                              | 07/01/11                | 07/01/12                | Per Claim 10,000,000<br>Aggregate 15,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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

## CANCELLATION

|  |   |
|--|---|
| County of Monterey<br><br>Shelley Dickinson<br>168 W. Alisal Street, 2nd Floor<br><br>Salinas, CA 93901<br><br>USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|---|

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ACORD 25 (2010/05)  
JNoyola  
22420582

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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**

|  |
|--|
| <b>Name of Person or Organization:</b><br>County of Monterey, its agents, officers and employees<br>168 W. Alisal Street, 2nd Floor<br>Salinas, CA 93901 |
| <b>Location And Description of Completed Operations:</b><br>All, where required by contract prior to loss.   |
| <b>Additional Premium:</b><br>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".

POLICY NUMBER GL 7168709

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 01

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.

(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

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

(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.

**2.Exclusions**

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

**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.**

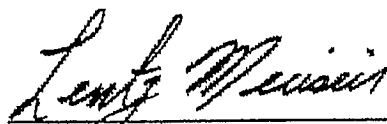
**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*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

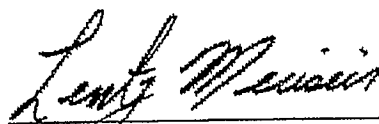
*This endorsement modifies insurance provided under the following:*

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 02-24-2012

SC 3000 0000002018

### IMPORTANT

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

|  |   |                                  |   |
|--|---|----------------------------------|---|
| <b>VENDOR</b><br>TRC ENGINEERS INC<br>10680 White Rock Road Ste 100<br>Rancho Cordova CA 95670 | <b>SHIP TO</b><br>PUBLIC WRK<br>168 W. ALISAL ST.,<br>2ND FLOOR<br>SALINAS CA 93901 | <b>DELIVERY DATE:</b><br>F.O.B.: | <b>TO</b><br>PUBLIC WRK<br>168 W ALISAL ST<br>2ND FLOOR<br>SALINAS CA 93901 |
| <b>VENDOR NUMBER:</b> CV0000000492   |   |                                  |   |

| 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.<br>*****CHANGE ORDER*****<br>AMENDMENT #1 INCREASE THE AMOUNT OF THE PSA BY \$67,237.38 FOR A TOTAL AMOUNT NOT TO EXCEED \$396,747.09. ALSO EXTENDS THE TERM FROM DECEMBER 28, 2011 THROUGH DECEMBER 28, 2012. |            |           |                |
| 1    | 0.0      |      | 91299                               | COMM LINE DESC: Construction In Progress/Project in Progress<br>MSDS: Not Required   | .00        | .00       | 327,084.92     |
|      |          |      | 002 - 3000 - 8195 - RMA012 - 7551 - | - 8622 - 8622 -  |            | 327084.92 |                |

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

ORDER TOTAL 327,084.92

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: 02/24/12

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

PAGE NUMBER: 1 OF 1