

Attachment E

**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 "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on April 21, 2015, (hereinafter, "Agreement") to provide bridge design services for the Hartnell Road Bridge Replacement, County Bridge No. 209 (hereinafter, "Project"); and

WHEREAS, the CONTRACTOR's original Rate Schedule requires an update effective April 7, 2015 to include additional personnel not originally identified in the Agreement; and

WHEREAS, the Parties wish to amend the Agreement to update Rate Schedule with no associated dollar amount increase to allow CONTRACTOR to continue to provide services 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 the first sentence of 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.
3. Amend Paragraph 4, "Additional Provisions/Exhibits" by adding "Exhibit A-1, Revised Rate Schedule".
4. In all places within the Agreement, any reference to the original Rate Schedule in "Exhibit A, Scope of Services/Payment Provisions" is hereby replaced with "Exhibit A-1, Revised Rate Schedule".
5. All other terms and conditions of the Agreement remain unchanged and in full force.

Amendment No. 1 to Professional Services Agreement
TRC Engineers, Inc.
Hartnell Road Bridge Replacement (RFQ#10490)
RMA – Public Works
Term: April 7, 2015 – April 7, 2018
Not to Exceed: \$554,470

6. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

Amendment No. 1 to Professional Services Agreement
TRC Engineers, Inc.
Hartnell Road Bridge Replacement (RFQ#10490)
RMA – Public Works
Term: April 7, 2015 – April 7, 2018
Not to Exceed: \$554,470

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: [Signature]
Contracts/Purchasing Officer

TRC Engineers, Inc.
Contractor's Business Name

Date: 8-17-15

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

Its: Mark Imbriani, Vice President
(Print Name and Title)

Date: 8/10/15

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

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

By: [Signature]
Deputy County Counsel

Its: James Baker Asst Secretary
(Print Name and Title)

Date: 8-13-15

Date: 8/11/15

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 8-14-15

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

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

Amendment No. 1 to Professional Services Agreement
TRC Engineers, Inc.
Hartnell Road Bridge Replacement (RFQ#10490)
RMA - Public Works
Term: April 7, 2015 - April 7, 2018
Not to Exceed: \$554,470

EXHIBIT A - 1 - REVISED RATE SCHEDULE

TRC ENGINEERS, INC. RATE SCHEDULE

LABOR RATES

<u>Personnel Classification</u>	<u>2015-2016 Hourly Rate</u>	<u>2017-2018 Hourly Rate</u>
Project Manager	\$ 225.00	\$ 236.25
Project Engineer/Coordinator	\$ 170.00	\$ 178.50
Environmental Manager	\$ 166.00	\$ 174.30
Certified Industrial Hygienist	\$ 166.00	\$ 174.30
Senior Engineer	\$ 140.00	\$ 147.00
ISA Scientist	\$ 128.00	\$ 134.40
Engineer II	\$ 120.00	\$ 126.00
Engineer I	\$ 90.00	\$ 94.50
CADD Supervisor	\$ 135.00	\$ 141.75
CADD Technician	\$ 85.00	\$ 89.25
Desktop Publisher	\$ 70.00	\$ 73.50
Administrative Assistant	\$ 70.00	\$ 73.50
GIS Project Manager	\$ 125.00	\$ 131.25
Senior Archaeologist	\$ 110.00	\$ 115.50
Staff Scientist	\$ 100.00	\$ 105.00
Assistant Scientist II	\$ 65.00	\$ 68.25
Assistant Scientist I	\$ 50.00	\$ 52.50

2015-2016 Rates are effective through December 31, 2016. 2017-2018 Rates are effective from January 1, 2017 through December 31, 2018. Should work be required beyond December 31, 2018, an amendment to this Agreement will be required to establish hourly rates and provide necessary additional fee to complete the work accordingly.

Similarly titled staff will be billed at equivalent rates (i.e Senior Scientist, Senior Geologist, Senior Environmental Planner, etc. will be billed at the hourly rate for a Senior Engineer).

DIRECT EXPENSE UNIT RATES

Mileage: Current IRS Mileage Rate, currently \$0.575 per mile.

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

For travel, lodging and meal reimbursement, Contractor shall receive compensation for travel expenses as per "Monterey County Travel and Business Expense Reimbursement Policy." A copy of the policy is available online at:

http://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf

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

Subconsultants will be billed at actual cost.