

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

THIS AMENDMENT NO. 5 to Professional Services Agreement No. A-12658 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 Professional Services Agreement No. A-12658 with County on March 11, 2015 (hereinafter, “Agreement”) to provide bridge design services (hereinafter, “Services”) for the Robinson Road Bridge Scour Repair, County Bridge No. 503 (hereinafter, “Project”) through March 10, 2018 with the option to extend the Agreement for two (2) additional one (1) year periods for an amount not to exceed \$496,669; and

WHEREAS, Agreement was amended by the Parties on August 17, 2015 (hereinafter, “Amendment No. 1”, including Exhibit A-1, Revised Rate Schedule”) to update the Rate Schedule, effective March 10, 2015 with no extension to the term and with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on March 8, 2018 (hereinafter, “Amendment No. 2”) to extend the term for one (1) additional year through March 10, 2019 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on January 11, 2019 (hereinafter, “Amendment No. 3”, including Exhibit A-2, Scope of Services/Payment Provisions) to extend the term for approximately thirty-four (34) additional months through December 31, 2021, to increase the amount by \$199,711.94 which resulted in a total not to exceed amount of \$696,380.94, and to update the Rate Schedule, effective January 1, 2019; and

WHEREAS, Agreement was amended by the Parties on October 21, 2021 (hereinafter, “Amendment No. 4”, including Exhibit A-3, Scope of Services/Payment Provisions) to extend the term for two (2) additional years through December 31, 2023, to increase the amount by \$49,593.97 which resulted in a total not to exceed amount of \$745,974.91, and to update the Rate Schedule, effective January 1, 2022; and

WHEREAS, the permitting requirements of the California Department of Fish and Wildlife (CDFW) have been completed; and

WHEREAS, County has a need for continued additional services required to satisfy the permitting requirements of the Central Coast Regional Water Quality Control Board (RWQCB), including RWQCB’s increased permit fees and requirements for both on and offsite mitigation, and the National Marine Fisheries Service (NMFS); and

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Not to Exceed: \$796,665.69

WHEREAS, the Parties agree that the Rate Schedule in Exhibit A-3 – Scope of Services/Payment Provisions of the Agreement remains valid through December 31, 2023; and

WHEREAS, CONTRACTOR’s Rate Schedule requires an update effective January 1, 2024; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to complete new tasks to address these requirements, as well as to accommodate the current oversubscribed Federal Highway Bridge Program (HBP) which may delay the Project; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for two (2) additional years to December 31, 2025, to increase the amount by \$50,690.78 for a total amount not to exceed \$796,665.69, and to update the Rate Schedule, effective January 1, 2024, as indicated in “Exhibit A-4 – Scope of Services/Payment Provisions” and incorporated by this reference to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 5.

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

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

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits A, A-2, A-3 and A-4** in conformity with the terms of this Agreement.

2. Amend Paragraph 2, “Payment by County”, to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A, A-2, A-3 and A-4**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$796,665.69.

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

The term of this Agreement is from March 10, 2015 to December 31, 2025, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, “Additional Provisions/Exhibits”, to add “Exhibit A-4 – Scope of Services/Payment Provisions”.

5. In all places within the Agreement, any reference to the Revised Rate Schedule in “Exhibit A-3, Scope of Services/Payment Provisions” is hereby replaced with the Revised Rate Schedule in “Exhibit A-4, Scope of Services/Payment Provisions”, effective January 1, 2024.

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6. Correct typo cited in total Agreement not to exceed amount in last paragraph on Page 8 of 16 of “Exhibit A-3, Scope of Services/Payment Provisions”, to read \$745,974.91 instead of \$745,974.97.
7. The “Project Schedule” referenced in the Agreement, Exhibit A - Scope of Services/Payment Provisions, is hereby amended to extend through December 31, 2025, to conform to the amended term of the Agreement.
8. In all places within the Agreement, any reference to Department of Public Works, Facilities, & Parks is hereby replaced with Department of Public Works, Facilities and Parks.
9. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
10. This Amendment No. 5 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
11. The recitals to this Amendment No. 5 are incorporated into the Agreement and this Amendment No. 5.

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

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

TRC Engineers, Inc.

Contractor's Business Name

Date: _____

By: Mark A. Imbriani
DocuSigned by:
E997A2E4879D4FE

(Signature of Chair, President or Vice President)

**Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel**

Its: Mark A. Imbriani, P.E., Vice President
(Print Name and Title)

By: Mary Grace Perry
DocuSigned by:
A1933B26E717444

Mary Grace Perry
Deputy County Counsel

Date: 3/31/2023 | 4:30 AM PDT

Date: 3/31/2023 | 9:52 AM PDT

By: Grant Ratkovic
DocuSigned by:
0FC241EA8EED4E8

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

Its: Grant J. Ratkovic, Assistant Secretary
(Print Name and Title)

Approved as to Fiscal Provisions

By: Jennifer Forsyth
DocuSigned by:
4E7E0378731324E

Auditor/Controller

Date: 3/31/2023 | 8:20 AM PDT

Date: _____

**Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Leslie J. Girard, County Counsel**

By: _____

Its: _____
(Print Name and Title)

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

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EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
TRC Engineers, Inc., hereinafter referred to as CONTRACTOR”**

SCOPE OF SERVICES:

Based on the results of the consultation with the Central Coast Regional Water Quality Control Board (RWQCB) it was determined that the Robinson Road Bridge Scour Repair, County Bridge No. 503 (Project) as originally scoped has a detrimental impact on the South-Central California Coast Steelhead. A Habitat Monitoring and Mitigation Program (HMMP) was prepared to address mitigation under Amendment No. 4 of this Agreement. This scope addresses the additional requirements placed on the Project by the RWQCB, namely additional iterations of the HMMP, and outreach and securement of an offsite mitigation location and offsite plan. In addition, the RWQCB has greatly increased the permitting fees required for projects, so a budget is included for payment of that fee. Other work will include coordination with the Monterey County Resource Conservation District (MCRCD), Monterey County Water Resources Agency (MCWRA), and Monterey Peninsula Regional Park District (MPRPD) in selecting and describing potential offsite mitigation location(s). Additional work for coordination with Caltrans, including securing funding for additional work, is also included herein. Minor associated changes to the design, specifications, estimate, and quantity calculations affected by this work will be made. This Amendment No. 5 addresses the requirements placed on the Project and will result in Plans, Specifications and Estimate (PS&E) and Right of Way certifications. Full federal Highway Bridge Program (HBP) funding was requested to cover the costs included hereunder.

CONTRACTOR shall provide the following additional tasks in the implementation of scour countermeasures to protect the substructure of the Project and will consist of the following Phases:

- Phase 0: Project Management
- Phase I: Preliminary Engineering and Reports
- Phase II: Final Design
- Phase III: Construction
- Phase IV: Supplemental Services

PHASE 0: PROJECT MANAGEMENT**0.1 PROJECT MANAGEMENT****0.1.3 Additional Project Management Services**

CONTRACTOR shall provide additional Project Management services, as described in Task 0.1 of the original Agreement.

Total Amount Increase: \$6,500.00

0.5 CALTRANS LOCAL ASSISTANCE COORDINATION**0.5.3 Additional Caltrans Local Assistance Coordination**

CONTRACTOR shall provide additional coordination with Caltrans Local

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Assistance. Work shall include preparation of Local Assistance Procedures Manual (LAPM) Exhibit 6D and Exhibit 3A packages and coordination efforts to attempt to secure the additional HBP funding to cover the costs of the extra construction work required by the HMMP and permit fees.

Total Amount Increase: \$9,000.00

DELIVERABLES

- *Additional LAPM Exhibit 6D package for the HMMP and Permit Fees*
- *Additional LAPM Exhibit 3A for Preliminary Engineering for the HMMP and Permit Fees*

0.X EXPENSES (OTHER DIRECT COSTS)

0.X.1 Additional Expenses

CONTRACTOR shall pay certain permit fees, excluding those for the RWQCB which are covered as a Supplemental Service.

Total Amount Increase: \$5,300.00

PHASE I: PRELIMINARY ENGINEERING AND REPORTS

1.7 ENVIRONMENTAL DOCUMENTS

1.7.7 Additional Permitting Consultation

CONTRACTOR or subconsultant LSA Associates, Inc. shall provide additional coordination efforts and consultation with the resource agencies in securing permits for the Project.

Total Amount Increase: \$4,000.00

PHASE II: FINAL DESIGN

2.3 FINAL DESIGN SUBMITTAL (100% PS&E)

2.3.1.1 Additional 100% Complete Plans

CONTRACTOR shall provide additional engineering effort to provide 100% complete Plans for the additional work performed in this Exhibit A-4.

Total Amount Increase: \$4,000.00

2.3.1.2 Additional 100% Complete Specifications

CONTRACTOR shall provide additional engineering effort to provide 100% complete Specifications for the additional work performed in this Exhibit A-4.

Total Amount Increase: \$1,500.00

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

2.3.1.3 Additional 100% Construction Cost Estimate

CONTRACTOR shall provide additional engineering effort to provide a 100% Construction Cost Estimate for the additional work performed in this Exhibit A-4.

Total Amount Increase: \$1,000.00

DELIVERABLES

- ***Revised PS&E***

OTHER DIRECT COSTS FOR PHASE 0, I, II, AND III: \$ 5,300.00

TOTAL AMOUNT INCREASE FOR PHASE 0, I, II, AND III: \$26,000.00

REDUCTION FOR NET PREVIOUSLY TRANSFERRED BUDGETS: -\$26,582.97

GRAND TOTAL FOR PHASE 0, I, II AND III: \$4,717.03

PHASE IV: SUPPLEMENTAL SERVICES

4.2 BIOLOGY TASKS

4.2.b Additional Biology Tasks

CONTRACTOR shall perform additional work in coordinating with the National Marine Fisheries Service (NMFS) in completing the design and HMMP for the site and incorporating it into the HMMP. The design will include Large Woody Debris (LWD) placed in the channel. The HMMP will reflect the benefit of this LWD and reduce the required amount of offsite mitigation accordingly. RWQCB approval of the plan will be obtained and their comments addressed.

Total Amount Increase: \$5,616.00

4.2.4.a Additional HMMP Preparation and Coordination

CONTRACTOR shall perform additional work in coordinating with and addressing comments from the RWQCB in completing the HMMP for the site. The HMMP will recommend offsite planting as insufficient room exists on site to accommodate the required mitigation planting.

Total Amount Increase: \$15,000.00

4.2.6 Offsite Mitigation Planting Coordination and HMMP Revisions

CONTRACTOR shall perform work in calculating the required offsite mitigation. Then CONTRACTOR shall communicate with various parties to find a suitable offsite mitigation location. Coordination will occur with the County, MPRPD, MCWRA, and MCRCD in this regard. The site will be described in the HMMP

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

and an exhibit shall be prepared. Coordination with the RWQCB will be required to obtain their conceptual approval of the site and planting quantities and species in order to issue their 401 permit. The actual offsite planting plan and contract work is not included in this scope of services but can be included in Construction Engineering Phase if so desired by the County and an amendment prepared to this Agreement.

Total Amount Increase: \$5,827.00

DELIVERABLES

- *HMMP*
- *Updated LWD Design Plans*
- *Updated On-site Revegetation Plans*
- *Check for RWQCB Permit Fee*

4.X Expenses (OTHER DIRECT COSTS)

4.X.1 Additional Expenses

CONTRACTOR shall pay the additional amount for the RWQCB fee as calculated by the RWQCB.

Total Amount Increase: \$19,989.00

OTHER DIRECT COSTS FOR PHASE IV: \$19,989.00

TOTAL AMOUNT INCREASE FOR PHASE IV: \$26,443.00

***REDUCTION FOR NET PREVIOUSLY TRANSFERRED BUDGETS PHASE IV:
-\$458.25***

GRAND TOTAL FOR PHASE IV: \$45,973.75

GRAND TOTAL FOR PHASE 0, I, II AND III: \$4,717.03

GRAND TOTAL INCREASE TO THE AGREEMENT: \$50,690.78

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

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

PAYMENT PROVISIONS

PHASE 0, I, II, AND III - BASIC SERVICES:

1. CONTRACTOR shall be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's current Rate Schedule from Exhibit A-3 for hours worked in year 2023 and Exhibit A-4 for hours worked in years 2024 and 2025. The specified hourly rates include direct salary costs, employee benefits, overhead, and fee.
2. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary and subconsultant costs. CONTRACTOR will be reimbursed for subconsultant costs at actual cost.
3. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified by County. CONTRACTOR shall receive compensation for travel expenses per the County's "Travel and Business Expense Reimbursement Policy". A copy of the policy is available online at: <https://www.co.monterey.ca.us/home/showdocument?id=69364>. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.
4. CONTRACTOR will invoice monthly for payment of services provided and costs incurred, including actual hours worked by task, staff member and associated cost which was incurred during the previous month.

PHASE IV - SUPPLEMENTAL SERVICES:

The basis of payment for the supplemental services provided under this Agreement shall be similar to that for Basic Services as described above, depending on the year worked. The specified hourly rates include direct salary costs, employee benefits, overhead, and fee.

The CONTRACTOR shall be reimbursed for travel expenses incurred in accordance with Paragraph 3 above, under Basic Services.

TOTAL COMPENSATION

The specific rates of compensation specified in CONTRACTOR's Revised Rate Schedule in Exhibit A-3 are effective January 1, 2022 and are valid through December 31, 2023 and in Exhibit A-4 which are effective January 1, 2024 and are valid through December 31, 2025. After that date, a further rate increase may be negotiated according to Section 13.0, Agreement to Terms and Conditions, of Request for Qualifications (RFQ) #10490 – On-Call Bridge Design Services for Monterey County Bridge Projects. If approved by County the revised hourly rates must be amended into this Agreement.

For billing purposes work shall be segregated between Basic and Supplemental Services.

The total amount payable by County for work under this Agreement for Basic Services (Phase 0, I, II and III) in the amount of \$609,508.26 shall be increased by \$4,717.03 for a total not to exceed amount of \$614,225.29. Any further increase to the amount must be authorized by County through an amendment to this Agreement.

The total amount payable by County for work under this Agreement for Supplemental Services

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

(Phase IV) in the amount of \$136,466.71 shall be increased by \$45,973.75 for a total not to exceed amount of sum of \$182,440.46. Any further increase to the amount must be authorized by County through an amendment to this Agreement.

The total amount payable by County for work under this Agreement for Basic and Supplemental Services is increased by \$50,690.78 for a total Agreement amount not to exceed \$796,665.69. Any further increase to the amount must be authorized by County through an amendment to this Agreement.

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS**TRC ENGINEERS, INC.****REVISED RATE SCHEDULE**

Effective January 1, 2024

LABOR RATES

Personnel Classification	2024 Hourly Rate	2025 Hourly Rate
Project Manager	\$ 300.00	\$300.00
Project Engineer/Coordinator	\$ 215.00	\$215.00
Environmental Manager	\$ 200.00	\$200.00
Environmental Planner	\$ 145.00	\$150.00
Certified Industrial Hygienist	\$ 200.00	\$200.00
Senior Engineer	\$ 180.00	\$180.00
ISA Scientist	\$ 160.00	\$160.00
Engineer II	\$ 150.00	\$150.00
Engineer I	\$ 120.00	\$120.00
CADD Supervisor	\$ 165.00	\$165.00
CADD Technician	\$ 115.00	\$115.00
GIS Specialist	\$ 110.00	\$115.00
Desktop Publisher	\$ 90.00	\$ 90.00
Administrative Assistant	\$ 90.00	\$ 90.00
Intern	\$ 65.00	\$ 70.00

Rates are effective from January 1, 2024 through December 31, 2025. Should work be required beyond December 31, 2025, an amendment to this Agreement will be required to establish hourly rates and provide the 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 allowed Mileage Rate.

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 the County's "Travel and Business Expense Reimbursement Policy." A copy of the policy is available online at: <https://www.co.monterey.ca.us/home/showdocument?id=69364>. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

Subconsultants will be billed at actual cost.