



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-12680; Amendment No.: 5

- a. Approve Amendment No. 5 to Professional Services Agreement No. A-12680 with TRC Engineers, Inc. to continue to provide additional services associated with the completion of the Hartnell Road Bridge Replacement, County Bridge No. 209 (Project), Request for Qualifications (RFQ) #10490, to: update the Rate Schedule effective January 1, 2023; increase the not to exceed amount by \$99,674 for a total amount not to exceed \$773,034; and extend the expiration date for one (1) additional year through December 31, 2023, for a revised term from April 7, 2015 to December 31, 2023;
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 5 to Professional Services Agreement No. A-12680; and
- c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute future amendments to Professional Services Agreement No. A-12680 to extend the term beyond the original term authorized in RFQ #10490 where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

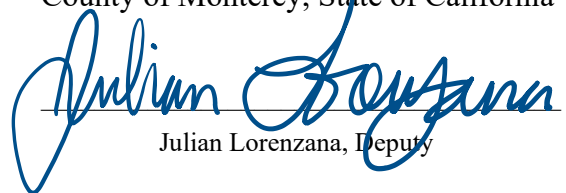
PASSED AND ADOPTED on this 12th day of July 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew, and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, 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 82 for the meeting July 12, 2022.

Dated: July 15, 2022
File ID: A 22-370
Agenda Item No.: 85

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Julian Lorenzana, Deputy

**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-12680 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-12680 with County on April 21, 2015 (hereinafter, "Agreement") to provide bridge design services (hereinafter, "services") for the Hartnell Road Bridge Replacement, County Bridge No. 209 (hereinafter, "Project") through April 7, 2018 with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$554,470; 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 April 7, 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 April 7, 2019 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on March 29, 2019 (hereinafter, "Amendment No. 3") to update the indemnification provisions and to extend the term for approximately thirty-three (33) additional months to December 31, 2021 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on July 15, 2020 (hereinafter, "Amendment No. 4", including Exhibit A-2 – Scope of Services Payment Provisions) to extend the term for one (1) additional year through December 31, 2022, to update the Rate Schedule, effective January 1, 2022, and to increase the amount by \$118,890 which resulted in a total not to exceed amount of \$673,360; and

WHEREAS, the additional right-of-way necessary to construct the Project has been successfully negotiated and acquired; and

WHEREAS, all regulatory permits for the Project have been obtained; and

WHEREAS, the County has addressed the adjacent landowners' concerns in the design features of the Project; and

WHEREAS, the permitting requirements of the Regional Water Quality Control Board (RWQCB) have been satisfied for completion of the Project; and

WHEREAS, the final contract documents have been completed for the Project; and

Amendment No. 5 to Professional Services Agreement No. A-12680
TRC Engineers, Inc.
Hartnell Road Bridge Replacement (RFQ #10490)
Department of Public Works, Facilities and Parks
Term: April 7, 2015 – December 31, 2023
Not to Exceed: \$773,034

WHEREAS, provisions of the Agreement require an update; and

WHEREAS, the Parties agree that the Rate Schedule in Exhibit A-2 – Scope of Services/Payment Provisions of the Agreement remains valid through December 31, 2022; and

WHEREAS, CONTRACTOR’s Rate Schedule requires an update effective January 1, 2023; and

WHEREAS, County has a need for additional services required to provide engineering and environmental support during the bidding and construction phase of the Project; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide services required by the County and for completion of the Project; and

WHEREAS, the Parties wish to further amend the Agreement to update provisions, to extend the term for one (1) additional year to December 31, 2023, to update the Rate Schedule, and to increase the amount by \$99,674 for a total amount not to exceed \$773,034 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-1, A-2, and A-3** 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, A-1, A-2, and A-3**, 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 \$773,034.

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

The term of this Agreement is from April 7, 2015 to December 31, 2023, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4., “Additional Provisions/Exhibits”, to add “Exhibit A-3, Scope of Services/Payment Provisions” and to revise “Exhibit C, Incorporation of Request for Qualifications (RFQ) #10490 and Statement of Qualifications Documents” to “Exhibit C, Incorporation of Request for Qualifications (RFQ) #10490, Addendums No. 1-3 to RFQ #10490, and Statement of Qualifications Documents, on file with the Department of Public Works, Facilities and Parks” and incorporated by this reference.

Amendment No. 5 to Professional Services Agreement No. A-12680
TRC Engineers, Inc.
Hartnell Road Bridge Replacement (RFQ #10490)
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5. Amend Section 11, "Non-Discrimination", to read as follows:

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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), 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.

6. Amend Agreement to add Section 16, "Compliance with Applicable Laws", as follows:

16.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

16.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

16.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

7. Amend Agreement to add Section 17, "Consent to Use of Electronic Signatures", as follows:

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

Amendment No. 5 to Professional Services Agreement No. A-12680
TRC Engineers, Inc.
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Not to Exceed: \$773,034

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

8. The "Project Schedule" referenced in the Agreement, Exhibit A - Scope of Services/Payment Provisions, is hereby amended to extend through December 31, 2023, to conform to the amended term of the Agreement.
9. In all places within the Agreement, any reference to MYA #3000*1656 is hereby replaced with MYA #3200*1656.
10. In all places within the Agreement, any reference to Resource Management Agency (RMA) or RMA – Public Works, Parks and Facilities is hereby replaced with Department of Public Works, Facilities and Parks.
11. In all places within the Agreement, any reference to County's email address of RMA-Finance-AP-GP@co.monterey.ca.us for invoicing, is hereby replaced with PWFP-Finance-AP@co.monterey.ca.us.
12. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
13. 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.
14. The recitals to this Amendment No. 5 are incorporated into the Agreement and this Amendment No. 5.

Amendment No. 5 to Professional Services Agreement No. A-12680
TRC Engineers, Inc.
Hartnell Road Bridge Replacement (RFQ #10490)
Department of Public Works, Facilities and Parks
Term: April 7, 2015 – December 31, 2023
Not to Exceed: \$773,034

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: DocuSigned by:
Debra R. Wilson
7B741937A00041B
Contracts/Purchasing Officer

TRC Engineers, Inc.
Contractor's Business Name

Date: 7/18/2022 | 2:43 PM PDT

By: DocuSigned by:
Mark Imbriani
E907A2E4879D4F5
(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, Vice President
(Print Name and Title)

By: DocuSigned by:
Mary Grace Perry
A1933B26E717442
Mary Grace Perry
Deputy County Counsel

Date: 6/28/2022 | 10:40 AM PDT

Date: 6/28/2022 | 10:57 AM PDT

By: DocuSigned by:
Grant Ratkovic
0FC241E8EED4E8
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

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

Approved as to Fiscal Provisions

By: DocuSigned by:
Jennifer Forsyth
4E7E637875454AE
Auditor/Controller

Date: 6/28/2022 | 10:50 AM PDT

Date: 6/28/2022 | 3:32 PM PDT

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

By: _____
Danielle P. Mancuso
Risk Manager

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.

EXHIBIT A-3 – 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”

This Amendment No. 5 includes bidding and construction support phase services as desired by the County. Also included will be final closeout activities for the Hartnell Road Bridge Replacement, County Bridge No. 209 (Project).

SCOPE OF SERVICES

The CONTRACTOR’s Scope of Services for the Project consists of the following Phases under this Amendment No. 5 to the Agreement:

Phase III: Construction

PHASE 0: PROJECT MANAGEMENT

No additional services proposed under Amendment No. 5 to this Agreement..

PHASE I: PRELIMINARY ENGINEERING AND REPORTS

No additional services proposed under Amendment No. 5 to this Agreement..

PHASE II: FINAL DESIGN

No additional services proposed under Amendment No. 5 to this Agreement..

PHASE III: BIDDING AND CONSTRUCTION

3.1 CONSTRUCTION SUPPORT

Upon approval by the County, the CONTRACTOR will be available to interpret plans, revise designs, check and accept shop drawings and falsework plans, and make site visits during construction. Subtasks include:

3.1.1 BID PHASE SERVICES

CONTRACTOR shall develop a dewatering plan and diversion system to route flow around the bridge site during construction. The design will incorporate the existing detention pond on the parcel at the northeast corner of the bridge. Coordination with the landowner will be required to implement the system and not interfere with his/her operations.

Total Amount Increase: \$5,920.00

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

3.1.2 RESPOND TO CONTRACTOR RFIs

CONTRACTOR shall respond to Requests for Information (RFIs) from the Contractor during construction to the extent of budget for this task, which includes \$2,000 each for subconsultants Peters Engineering Group, Whitson and Associates, Inc. and WRECO. It is expected that the CONTRACTOR will receive the RFI directly from the Resident Engineer on behalf of the County. RFIs will be provided in a standard format in Microsoft Word. CONTRACTOR will respond to the RFI and return response to the Resident Engineer in a PDF format. County will be copied on RFI responses.

Total Amount Increase: \$14,440.00

3.1.3 SUBMITTAL REVIEWS

CONTRACTOR will review and provide comments on shop plans through the Resident Engineer.

Total Amount Increase: \$17,750.00

3.1.4 CHANGE ORDER ASSISTANCE

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

Total Amount Increase: \$15,270.00

3.1.5 SITE VISITS

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

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

Total Amount Increase: \$3,680.00

3.1.6 PROJECT MANAGEMENT AND CALTRANS COORDINATION

CONTRACTOR shall manage the work related to this Amendment No. 5 including quality control of deliverables, documentation, maintaining files, and preparing monthly progress reports.

CONTRACTOR shall provide additional coordination with Caltrans Local Assistance. Work shall include preparation of an Exhibit 3A/6D package and coordination efforts to attempt to secure the additional HBP funding to cover the costs of any extra right-of-way, construction engineering, and/or construction work required hereunder.

Total Amount Increase: \$8,280.00

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

3.1.7 GEOTECHNICAL OBSERVATION

CONTRACTOR shall provide geotechnical services by observing foundation construction and answering questions related to geotechnical considerations, to the extent of budget for this task, which includes \$10,000 for subconsultant Parikh Consultants, Inc.

Total Amount Increase: \$12,180.00

3.1.8 ENVIRONMENTAL COORDINATION

CONTRACTOR will provide consultation regarding resource agency requirements or requests for information to the extent of budget for this task, which includes \$8,000 for subconsultant LSA Associates, Inc. It is understood that the Construction Contractor is responsible for obtaining any permits required for construction in addition to those County has obtained, and that their Contractor-supplied biologist will handle all such coordination and activities.

Total Amount Increase: \$14,395.00

3.1.9 EXPENSES

CONTRACTOR will be reimbursed for travel and other direct costs.

Total Amount Increase: \$2,114.00

3.2 AS-BUILT PLANS

3.2.1 AS-BUILT PLANS

CONTRACTOR will prepare As-Built Plans at the conclusion of the construction activities to reflect the as-built construction details.

Total Amount Increase: \$5,645.00

TOTAL AMOUNT INCREASE FOR PHASE III: \$99,674.00

GRAND TOTAL FOR PHASE 0, I, II AND III: \$693,169.00

PHASE IV: SUPPLEMENTAL SERVICES

No additional services proposed under Amendment No. 5 to this Agreement.

TOTAL AMOUNT INCREASE FOR PHASE IV: \$0.00

GRAND TOTAL FOR PHASE IV: \$79,865.00

GRAND TOTAL OF AGREEMENT: \$773,034.00

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

ANY ADDITIONAL SERVICES REFERENCED IN THIS EXHIBIT A-3 OF THIS AGREEMENT WHICH DO NOT INCLUDE A COST SHALL NOT BE PROVIDED BY CONTRACTOR UNLESS PRESENTED TO AND AUTHORIZED BY COUNTY IN WRITING VIA AN EXECUTED AMENDMENT TO THIS AGREEMENT.

PAYMENT PROVISIONS

PHASE III - BASIC SERVICES:

1. CONTRACTOR shall be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's Rate Schedule attached hereto. The specified hourly rates include direct salary costs, employee benefits, overhead, and fee.
2. In addition, CONTRACTOR shall be reimbursed for incurred (actual) direct costs other than salary and subconsultant costs. CONTRACTOR shall 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 "Monterey County Travel and Business Expense Reimbursement Policy". A copy of this policy is available online at: <https://www.co.monterey.ca.us/home/showdocument?id=69364>. To receive reimbursement, CONTRACTOR shall provide a detailed breakdown of authorized expenses, identifying what was expended and when.
4. CONTRACTOR shall 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.

TOTAL COMPENSATION

The specific rates of compensation specified in CONTRACTOR's Rate Schedule are not adjustable and are valid through the remaining term of this Agreement (December 31, 2023). A rate increase may be negotiated according to Section 13.0, Agreement Terms and Conditions, of RFQ #10490 – On-Call Bridge Design Services for Monterey County Bridge Projects.

For billing purposes work shall be segregated between Basic Services 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 \$593,495 shall be increased by \$99,674 for a total not to exceed amount of \$693,169. Any further increase to the amount must be authorized by County through an executed amendment to this Agreement.

The total amount payable by County for work under this Agreement for Supplemental Services (Phase IV) is in the amount of \$79,865. Any further increase to the amount must be authorized by County through an executed amendment to this Agreement.

The total amount payable by County for work under this Agreement for Basic Services and Supplemental Services is **increased by \$99,674 for a total Agreement amount not to exceed \$773,034**, unless authorized by County through an executed amendment to this Agreement.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6, “Payment Conditions”, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number (MYA #3200*1656), Project name and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@co.monterey.ca.us:

County of Monterey
Department of Public Works, Facilities and Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the PWFP - Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@co.monterey.ca.us

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS**TRC ENGINEERS, INC.****RATE SCHEDULE***Effective January 1, 2023*

<u>Personnel Classification</u>	<u>2023 Hourly Rates</u>
Project Manager	\$290.00
Project Engineer/Coordinator	\$200.00
Environmental Manager	\$195.00
Certified Industrial Hygienist	\$195.00
Senior Engineer	\$170.00
ISA Scientist	\$155.00
Engineer II	\$145.00
Engineer I	\$115.00
CADD Supervisor	\$160.00
CADD Technician	\$ 110.00
Desktop Publisher	\$ 90.00
Administrative Assistant	\$ 90.00

2023 Rates are effective from January 1, 2023 through December 31, 2023. Should work be required beyond December 31, 2023, 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 Mileage Rate.

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

Subconsultants will be billed at actual cost.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

COUNTY OF MONTEREY
 HARTNELL ROAD BRIDGE REPLACEMENT
 AMENDMENT NO. 5 TO AGREEMENT - CONSTRUCTION PHASE SERVICES

TRC ENGINEERS, INC.
 DESIGN FEE ESTIMATE WORKSHEET

06/23/22
 0%
 0%

Project: 226646 27-Jun-22
 Increase: 0.0% 12:17:17 PM
 Sub administration: 0%

Date:
 Overhead %:
 Profit %:

Expenses Description	Amount
Travel	
Airfare (round trips)	\$0
Mileage	\$632
Lodging	\$150
Per Diem	\$102
Car Rental	\$200
Misc.	\$200
Travel Subtotal	\$1,284
Other Direct Costs	\$830
Subconsultants Admin. Costs	\$0
ODC Subtotal	\$830
Total	\$2,114

Subconsultants Name	Amount
Peters Engineering Group	\$2,000.00
LSA	\$8,000.00
Parikh Consultants	\$10,000.00
Whitson	\$2,000.00
WRECO	\$2,000.00
Total	\$24,000

Total Fee Estimate	
Labor	\$73,560.00
Subconsultants	\$24,000.00
Expenses	\$2,114
Total	\$99,674

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

COUNTY OF MONTEREY
HARTNELL ROAD BRIDGE REPLACEMENT
AMENDMENT NO. 5 TO AGREEMENT - CONSTRUCTION PHASE SERVICES

TRC ENGINEERS, INC.
DESIGN FEE ESTIMATE WORKSHEET
2022

Date:
Start Date: 06/23/22
End Date: 12/31/2023

Project: 220646

Increase: _____
Sub admin: _____
Overhead %: _____
Profit %: _____

Task #	Phase Description	LABOR										Total \$	Phase Subtotals Hrs \$	% of Total						
		Principal	Senior Proj Spec	Project Manager	Project Engineer	Senior Engineer	Engineer II	CADD Supervisor	CADD Technician	Desktop Publisher	Administrative Assistant				Total Hours					
PHASE III - Construction Phase																				
3.1.1	Bid Phase Services			5	8	4	12										435	\$73,560.00	8%	100%
3.1.2	Responses to Requests for Information (assume 20 RFIs @ 2.5 hrs ea)			4	16	30												\$8,440.00	11%	
3.1.3	Submittal Reviews			8	10	40	2	10										\$17,750.00	25%	
3.1.4	Change Order Assistance			8	16	40	4	10										\$15,270.00	22%	
3.1.5	Site Visits			8	4	4												\$3,680.00	9%	
3.1.6	Project Mgmt. & Caltrans Coordination			16	16	8												\$8,260.00	9%	
3.1.7	Geotechnical Observation			2		2												\$2,180.00	3%	
3.1.8	Environmental Coordination			8	8	4	2	4										\$6,395.00	8%	
3.2	Record Drawing Preparation			1	4	4	4	20										\$5,645.00	8%	10%
Totals Page 1																				
		Hrs Rate	200.0	61	82	74	146	44	16	85.0	1360	4%	435	\$73,560.00	100%					
		Rate	280.0	17080	195.0	165.0	140.0	105.0	85.0	4620	1860	3%								
		% of Total Hours/Classification		14%	19%	17%	34%	10%	4%											

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

TRC ENGINEERS, INC.
FEE ESTIMATE WORKSHEET

Travel									
From	Rancho Cordova								
To	Salinas								
# of people	1								
# of days	1								
# of trips	3								
			# of nights	0					
Airfare (round trips)									
Mileage									
Lodging									
Per Diem									
Car rental									
Miscellaneous (gas for rental)									
Total Travel									\$1,283.80

ODC's									
Mail									
Overnight mail									
Copies									
Prints (22x34)									
Vellums (22x34)									
MyIars (22x34)									
Miscellaneous									
Total ODC's									\$830.16

Total Travel and ODC's									\$2,113.96
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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/26/2022

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola		
	PHONE (A/C, No, Ext): 770-220-7699	FAX (A/C, No):	
	E-MAIL ADDRESS: jerry.noyola@greyling.com		
INSURED TRC Engineers, Inc.; TRC Solutions, Inc. TRC Companies, Inc., 6 Executive Circle, Suite 200 Irvine, CA 92614	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : National Union Fire Ins. Co.		19445
	INSURER B : Allied World Assurance Company (U.S.)		19489
	INSURER C : Evanston Insurance Company		35378
	INSURER D : New Hampshire Ins. Co.		23841
	INSURER E : AIU Insurance Company		19399
	INSURER F : Steadfast Insurance Company		26387

COVERAGES CERTIFICATE NUMBER: 22-23 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL5341999	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4773667 (AOS) CA4773668 (MA)	04/01/2022 04/01/2022	04/01/2023 04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			03127873	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 9,000,000
C	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			MKLV2EFX100862	04/01/2022	04/01/2023	AGGREGATE \$ 9,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC022298274 (AOS) WC022298275 (CA)	04/01/2022 04/01/2022	04/01/2023 04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F	<input checked="" type="checkbox"/> Prof. Liab. incl. <input checked="" type="checkbox"/> Poll. Liability			PEC019684306	04/01/2022	04/01/2023	Per Claim \$ 5,000,000 Aggregate \$ 5,000,000

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

Re: Professional Services Agreement. The County of Monterey, its agents, officers & employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law.

CERTIFICATE HOLDER

County of Monterey
168 West Alisal Street
2nd Floor
Salinas, CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



POLICY NUMBER: GL5341999

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**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 Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II 6 Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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 location 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.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GL5341999

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GL5341999

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: CA4773667 (AOS)

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: TRC Engineers, Inc.; TRC Solutions, Inc.</p>
<p>Endorsement Effective Date: 04/01/2022</p>

SCHEDULE

<p>Name Of Person(s) Or Organization(s): AS REQUIRED PER WRITTEN CONTRACT</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.**

of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

ENDORSEMENT

This endorsement, effective 12:01A.M. 04/01/2022 forms a part of

policy No. CA4773667 (AOS) issued to TRC Companies LLC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

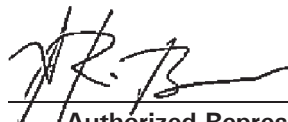
This endorsement modifies insurance provided under the following:

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)

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM **04/01/2022** forms a part of Policy No. **WC 022-29-8275**

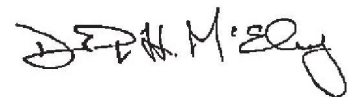
Issued to **TRC COMPANIES, LLC**

By **A I U INSURANCE COMPANY**

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be **2.00** % of the total estimated workers compensation premium for this policy.

Countersigned by _____



Authorized Representative