

**AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
TRC ENGINEERS, INC.**

THIS AMENDMENT NO. 4 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 November 20, 2007 (hereinafter, "Agreement") to provide structural engineering services for the Davis Road Bridge Replacement (hereinafter, "Project"); and

WHEREAS, Agreement was amended by the Parties on January 15, 2010 (hereinafter, "Amendment No. 1"), March 1, 2011 (hereinafter, "Amendment No. 2"), and February 12, 2013 (hereinafter, "Amendment No. 3"); and

WHEREAS, CONTRACTOR has completed 98% of Phase I, Preliminary Engineering Basic Tasks (included in Exhibits A and A-2 of this Agreement) for the Project; and

WHEREAS, County desires CONTRACTOR to perform Phase II, Final Design Basic Tasks, as part of the Project's scope of work of this Agreement as anticipated in the June 20, 2005 Request for Proposals; and

WHEREAS, due to the significant scope of work and associated dollar amount increase for Phase II of the Project, a pre-award audit of the proposed scope of work must be conducted and approved by the Department of Transportation (Caltrans) prior to amending this Agreement to include the Phase II scope of work; and

WHEREAS, a term extension of the Agreement is necessary to allow sufficient time to obtain Caltrans' pre-award audit approval for the Project; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to June 30, 2015 to allow sufficient time to obtain Caltrans' pre-award audit approval for the Project and prior to amending this Agreement to include the Phase II scope of work.

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

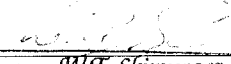
1. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

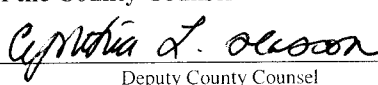
The term of this Agreement is from July 17, 2007 to June 30, 2015, unless sooner terminated pursuant to the terms of this Agreement.

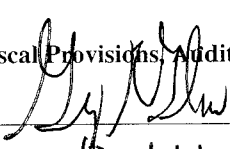
2. The Schedule referenced in the Agreement, Exhibit A - Scope of Services/Payment Provisions, is hereby revised to extend through June 30, 2015, to conform to the amended term of the Agreement.
3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 4 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. 4 to the Agreement as of the day and year written below:

COUNTY OF MONTEREY

By: 
 Contracting Officer
 Deputy Purchasing Agent
 County of Monterey
 Date: 12/11/14

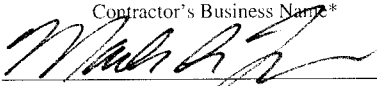
**Approved as to Form and Legality,
 Office of the County Counsel**
 By: 
 Deputy County Counsel
 Date: 12-11-14


Approved as to Fiscal Provisions, Auditor/Controller
 By: 
 Date: 12-11-14

Approved as to Indemnity, Insurance Provisions, Risk Management

By: _____
 Date: _____

CONTRACTOR*

TRC Engineers, Inc.
 Contractor's Business Name*
 By: 
 Its: Vice President
 (Signature of Chair, President, or Vice-President)
 Date: 12/19/14

By: 
 Its: Asst Secretary
 (Signature of Secretary, Asst. Secretary, CFO, or Asst. Treasurer)
 Date: 12/8/14

*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.

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 to whom or to which you are required to provide additional insured status in a written contract or written agreement executed prior to the loss except where such contract or agreement is prohibited by law.	All locations
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", "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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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 to whom or to which you are required to provide additional insured status in a written contract or written agreement executed prior to the loss except where such contract or agreement is prohibited by law.	All locations
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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



ZURICH

Other Insurance Amendment – Primary And Non-Contributory

Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
GLO5472507-02	7/1/15	7/1/14	35266000	N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: TRC Companies

Address (including ZIP Code): 21 Griffin Road North, Windsor, CT 06095

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

SECTION IV. COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, is amended per the following:

1. The following paragraph is added under **a. Primary Insurance**:

This insurance is primary insurance as respects our coverage to an additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added under **b. Excess Insurance**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

ALL PERSONS AND/OR
ORGANIZATIONS THAT
ARE REQUIRED BY
WRITTEN CONTRACT OR
AGREEMENT WITH THE
INSURED, EXECUTED
PRIOR TO THE
ACCIDENT OR LOSS,
THAT WAIVER OF
SUBROGATION BE
PROVIDED UNDER THIS
POLICY FOR WORK
PERFORMED BY YOU FOR
THAT PERSON AND/OR
ORGANIZATION

Job Description

ALL CA OPERATION

