



## Monterey County Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Wendy Root Askew to:

**Agreement No.: A-12658 ; Amendment No.: 5**

- a. Approve Amendment No. 5 to Professional Services Agreement No. A-12658 with TRC Engineers, Inc. to: provide additional services associated with the Robinson Road Bridge Scour Repair, County Bridge No. 503, under Request for Qualifications (RFQ) #10490; update the Rate Schedule effective January 1, 2024; increase the not to exceed amount by \$50,691 for a total amount not to exceed \$796,666; and extend the expiration date for two (2) additional years through December 31, 2025, for a revised term from March 10, 2015 to December 31, 2025; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 5 to Professional Services Agreement No. A-12658 and future amendments to the Agreement to extend the term beyond the original term authorized in RFQ #10490 where the amendments do not significantly alter the scope of work as determined by the Director of Public Works, Facilities and Parks or the Director's designee or increase the approved Agreement amount and subject to approval as to form by the Office of the County Counsel.

PASSED AND ADOPTED on this 18<sup>th</sup> day of April 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams  
NOES: None  
ABSENT: None

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 April 18, 2023.

Dated: April 20, 2023  
File ID: A 23-116  
Agenda Item No.: 67

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

Emmanuel H. Santos, 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-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

Amendment No. 5 to Professional Services Agreement No. A-12658  
TRC Engineers, Inc.  
Robinson Road Bridge Scour Repair (RFQ #10490)  
Department of Public Works, Facilities, & Parks  
Term: March 10, 2015 – December 31, 2025  
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.

Amendment No. 5 to Professional Services Agreement No. A-12658  
TRC Engineers, Inc.  
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Not to Exceed: \$796,665.69

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.

Amendment No. 5 to Professional Services Agreement No. A-12658  
TRC Engineers, Inc.  
Robinson Road Bridge Scour Repair (RFQ #10490)  
Department of Public Works, Facilities, & Parks  
Term: March 10, 2015 – December 31, 2025  
Not to Exceed: \$796,665.69

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**

DocuSigned by:  
*Debra R. Wilson*  
7B741937A0D41B  
Contracts/Purchasing Officer

Date: 4/21/2023 | 1:42 PM PDT

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

DocuSigned by:  
*Mary Grace Perry*  
A1933B26E71744  
Mary Grace Perry  
Deputy County Counsel

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

**Approved as to Fiscal Provisions**

DocuSigned by:  
*Jennifer Forsyth*  
4E7E0378731341E  
Auditor/Controller

Date: 3/31/2023 | 10:20 AM PDT

**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: \_\_\_\_\_

**CONTRACTOR\***

TRC Engineers, Inc.  
Contractor's Business Name

DocuSigned by:  
*Mark A. Imbriani*  
E997A2E4879D4FE  
(Signature of Chair, President or Vice President)

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

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

DocuSigned by:  
*Grant Ratkovic*  
0FC241EA8EED4E8  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

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

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

\*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.

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2023

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 <b>Edgewood Partners Ins. Center</b> 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	CONTACT NAME: <b>Jerry Noyola</b>
	PHONE (A/C, No, Ext): <b>770-220-7699</b> FAX (A/C, No):
	E-MAIL ADDRESS: <b>greylingcerts@greyling.com</b>
	INSURER(S) AFFORDING COVERAGE
	INSURER A : <b>National Union Fire Ins Co of Pittsburg</b> NAIC # <b>19445</b>
	INSURER B : <b>Allied World Assurance Co (U.S.) Inc.</b> <b>19489</b>
	INSURER C : <b>Gotham Insurance Company</b> <b>25569</b>
	INSURER D : <b>New Hampshire Insurance Company</b> <b>23841</b>
	INSURER E : <b>AIU Insurance Company</b> <b>19399</b>
	INSURER F : <b>Steadfast Insurance Company</b> <b>26387</b>

COVERAGES CERTIFICATE NUMBER: 23-24 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	04/01/2023	04/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	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)	04/01/2023 04/01/2023	04/01/2024 04/01/2024	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			03127873	04/01/2023	04/01/2024	EACH OCCURRENCE \$9,000,000
C	<input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000			EX202300003211	04/01/2023	04/01/2024	AGGREGATE \$9,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC022298274 (AOS) WC022298275 (CA)	04/01/2023 04/01/2023	04/01/2024 04/01/2024	<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	Prof. Liab. incl. Poll. Liability			PEC019684307	04/01/2023	04/01/2024	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.

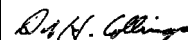
## CERTIFICATE HOLDER

## CANCELLATION

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

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.

<b>Named Insured:</b> TRC Engineers, Inc.; TRC Solutions, Inc.
<b>Endorsement Effective Date:</b> 04/01/2023

**SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b> AS REQUIRED PER WRITTEN CONTRACT
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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. 04/01/2023 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**

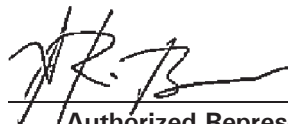
*This endorsement modifies insurance provided under the following:*

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 04/01/2023 forms a part of Policy No. WC022298274 (AOS)

Issued to TRC Engineers, Inc.; TRC Solutions, Inc.

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.