

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
TRC ENGINEERS, INC.**

THIS AMENDMENT NO. 3 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") as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on December 28, 2010 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on February 1, 2012 (hereinafter, "Amendment No. 1"), and December 7, 2012 (hereinafter, "Amendment No. 2"); and

WHEREAS, CONTRACTOR assigned additional personnel classifications for Phase 1 of the Castroville Railroad Crossing Bicycle/Pedestrian Path (hereinafter, "Project") with no increase to the overall Project budget; and

WHEREAS, CONTRACTOR incorporated a Project Geologist to tasks assigned to the position designated as an Engineer, a Project Coordinator to tasks assigned to the position designated as an Administrative Assistant, and a Planning Permit Specialist with an hourly rate of \$85.00 to tasks assigned to the position designated as an Engineer I; and

WHEREAS, the Parties wish to further amend the Agreement to update the personnel classifications with no associated dollar amount increase to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 3.

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

1. Revise Page 42 of "Exhibit A, Scope of Services/Payment Provisions" and Page 16 of "Exhibit A-1, Scope of Services/Payment Provisions" to include the newly assigned personnel classifications as outlined in Exhibit A-2, Revised Rate Schedule.
2. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-2, Revised Rate Schedule".
3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 3 to Professional Services Agreement
TRC Engineers, Inc.
Castroville Railroad Crossing Bicycle/Pedestrian Path (RFQ/RFP #10197)
RMA - Public Works
Term: December 28, 2010 – December 28, 2013
Not to Exceed: \$396,747.09

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: *Debra Bayh*
Contracts/Purchasing Officer

TRC Engineers, Inc.
Contractor's Business Name

Date: 24 June 2013

By: *Mark Imbriati*
(Signature of Chair, President or Vice President)

Its: MARK IMBRIATI, VICE PRESIDENT
(Print Name and Title)

Date: JUNE 20, 2013

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

By: *J. Bahr*
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

By: *Cynthia L. Swanson*
Deputy County Counsel

Its: Asst. Secretary
(Print Name and Title)

Date: 6-24-13

Date: 6/19/13

Approved as to Fiscal Provisions

By: *[Signature]*
Auditor/Controller

Date: 6-21-13

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

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

Amendment No. 3 to Professional Services Agreement
TRC Engineers, Inc.
Castroville Railroad Crossing Bicycle/Pedestrian Path (RFQ/RFP #10197)
RMA - Public Works
Term: December 28, 2010 – December 28, 2013
Not to Exceed: \$396,747.09

EXHIBIT A-2 – REVISED RATE SCHEDULE



10680 White Rock Road
Suite 100
Rancho Cordova, CA 95670

916.366.0632 PHONE
916.366.1501 FAX

www.TRCSolutions.com

January 3, 2013

RATE SCHEDULE

LABOR RATES

Personnel Classification	Hourly Rate
Project Manager	\$ 202.50
Senior Project Specialist	\$ 165.00
Project Engineer	\$ 162.50
Senior Engineer	\$ 145.00
Engineer II	\$ 115.00
Engineer I	\$ 90.00
*Project Geologist	\$ 102.50
*Planning Permit Specialist	\$ 85.00
CADD Supervisor	\$ 127.50
CADD Technician	\$ 80.00
*Project Coordinator	\$ 77.50
Desktop Publisher	\$ 72.50
Administrative Assistant	\$ 77.50

Rates are effective through the initial term of the agreement.

Similarly titled staff of other disciplines will be billed at the equivalent rates above.

*Project Geologist working in the same designation as Engineer.

*Planning Permit Specialist working in the same designation as Engineer I, but with a rate of \$85.00.

*Project Coordinator working in the same designation as Administrative Assistant.

DIRECT EXPENSE UNIT RATES

Mileage: Current IRS Mileage Rate, currently \$0.565 per mile

~~Meals: State of CA DPA Rates, currently \$34/day~~

Other direct costs including subconsultants, travel, lodging, telephone, fax, reproduction, and postage will be billed at actual cost + 5%.

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

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

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

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 or agreement is prohibited by law.	Any location where you have agreed through written contract, agreement or permit, executed prior to the loss, to provide additional insured coverage.
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.
- 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.

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>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.</p>	<p>Any location where you have agreed, through written contract, agreement or permit, executed prior to the loss, to provide additional insured coverage for completed operations.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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".

Other Insurance Amendment – Primary And Non-Contributory

Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
GLO5472507-00	07/01/2012	07/01/2013	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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS 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" 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.

Endorsement Effective: 07/01/12	Countersigned By: (Authorized Representative)
Named Insured: TRC Companies, Inc.	

SCHEDULE

<p>Name of Person(s) or Organization(s):</p> <p>Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.</p>
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.



COUNTY OF MONTEREY PURCHASE ORDER

ORDER DATE 08-09-2013

SC 3000 0000003502

IMPORTANT

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

TRC ENGINEERS INC

10580 White Rock Road Ste 100

Rancho Cordova CA 95670

S PUBLIC WRK
H 168 W ALISAL ST.
I 2ND FLOOR
T SALINAS CA 93901
O

S PUBLIC WRK
I 168 W ALISAL ST
L 2ND FLOOR
T SALINAS CA 93901
O

VENDOR NUMBER CV0000000492

DELIVERY DATE

F.O.B

RECEIVED
BY *MM* DATE 8/12/13

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	DELIVERY DATE	F.O.B	UNIT PRICE	SALES TAX	EXTENDED PRICE
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PURCH DESC: AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT (PSA) NO. A-11906 BETWEEN TRC ENGINEERS, INC AND THE COUNTY OF MONTEREY REVISES THE PERSONNEL CLASSIFICATIONS IN EXHIBITS A AND A-1 OF THE PSA TO INCLUDE A PROJECT GEOLOGIST, PROJECT COORDINATOR AND PLANNING PERMIT SPECIALIST WITH NO ASSOCIATED DOLLAR AMOUNT INCREASE TO THE PSA FOR A TOTAL AMOUNT NOT TO EXCEED \$396,747.09 TO CONTINUE TO PROVIDE TASKS ASSOCIATED WITH PRELIMINARY ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE CASTROVILLE RAILROAD CROSSING/BICYCLE/PEDESTRIAN PATH (RFO/RFP#10197). THE TERM OF THIS PSA IS FROM DECEMBER 28, 2010 TO DECEMBER 28, 2013.

THIS PO IS VALID FOR THE TERM 07/01/13 THRU 12/28/13, AND IS A CONTINUATION OF SC0000003045

1	0.0		91299	COMM LINE DESC: FY14 TRC ENGINEERS - CASTROVILLE RAILROAD CROSSING			00	00	54,356.89
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MSDS: Not Required

002	-	3000	-	8195	-	8MA017	-	2551	-	3022	-	6622	-	54,356.89
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2	0.0		91299	COMM LINE DESC: FY13 TRC ENGINEERS - CASTROVILLE RAILROAD ACCRUAL INV			00	00	5,726.00
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EXTENDED DESC: ACCRUAL INVOICE FY13

MSDS: Not Required

002	-	3000	-	5195	-	8MA017	-	2551	-	3022	-	3622	-	5,726.00
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THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

ORDER TOTAL 60,082.89

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at http://www.co.monterey.ca.us/admin/term_conditions.htm

TAX EXEMPTION INFORMATION
FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

COUNTY BUYER INFORMATION

TELEPHONE

AUTHORIZED BY COUNTY OF MONTEREY
DEPUTIZED PURCHASING AGENT

EMAIL

Michael R. [Signature]

CONTRACTS/PURCHASING DIVISION
168 W Alisal St. 3rd Floor, Salinas, CA 93901

PRINT DATE 08/12/13

PAGE NUMBER 1 OF 1