MONTEREY COUNTY

PUBLIC WORKS, FACILITIES & PARKS

Randell Ishii, MS, PE, TE, PTOE, Director

1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527



MEMORANDUM

Date: July 19, 2021

To: Valerie Ralph

Clerk of the Board of Supervisors

From: Dalia M. Mariscal-Martinez

Management Analyst III

AMENDMENT NO. 6 TO PROFESSIONAL SERVICES AGREEMENT

NO. A-11031 BETWEEN TRC ENGINEERS, INC. AND THE COUNTY OF

MONTEREY FOR THE DAVIS ROAD BRIDGE REPLACEMENT AND ROAD

WIDENING PROJECT

Please find attached and for your records, a fully executed copy of Amendment No. 6 to the Professional Services Agreement (PSA) No. A-11031 between TRC Engineers, Inc. and the County of Monterey for the above referenced project.

If you have any questions, please contact me directly at Ext. #8966. Thank you.

DMM

Subject:

Attachment: Executed Amendment No. 6 to PSA No. A-11031 – 1 Copy

AMENDMENT NO. 6 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY OF MONTEREY AND TRC ENGINEERS, INC.

THIS AMENDMENT NO. 6 to Professional Services Agreement No. A-11031 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-11.031 with County on November 20, 2007 (hereinafter, "Agreement") to provide structural engineering services (hereinafter, "services") for the Davis Road Bridge Replacement Project, County Number 208, including the widening of Davis Road to four (4) lanes between Blanco Road and Reservation Road (hereinafter, "Project") in Monterey County through January 17, 2010 for an amount not to exceed \$396,850; and

WHEREAS, Agreement was amended by the Parties on January 15, 2010 (hereinafter, "Amendment No. 1", including Exhibit A-1 Payment Provisions and Exhibit B-1 – Federal Provisions) to update the Payment Provisions and Federal Provisions, and to extend the term for approximately fourteen (14) additional months through February 28, 2011 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on March 1, 2011 (hereinafter, "Amendment No. 2") to update the indemnification provisions of the Agreement, and to extend the term for approximately twenty-eight (28) additional months through June 30, 2013 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on February 12, 2013 (hereinafter, "Amendment No. 3", including Exhibit A-2 – Scope of Services/Payment Provisions) to update the Payment Provisions, to extend the term for approximately eighteen (18) additional months through December 31, 2014, and to increase the amount by \$163,513 which resulted in a total not to exceed amount of \$560,363; and

WHEREAS, Agreement was amended by the Parties on December 17, 2014 (hereinafter, "Amendment No. 4") to extend the term for six (6) additional months through June 30, 2015 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on July 10, 2015 (hereinafter, "Amendment No. 5", including Exhibit A-3 – Scope of Services/Payment Provisions and Exhibit B-2 – Federal Provisions) to update the Payment Provisions and Federal Provisions, to extend

Page 1 of 5
Amendment No. 6 to Professional Services Agreement No. A-11031
TRC Engineers, Inc.
Davis Road Bridge Replacement and Road Widening
Department of Public Works, Facilities, & Parks
Term: July 17, 2007 – December 31, 2024
Not to Exceed: \$4,459,731

the term for seventy-eight (78) additional months through December 31, 2021, and to increase the amount by \$3,899,368 which resulted in a total not to exceed amount of \$4,459,731; and

WHEREAS, right-of-way negotiations to acquire the roadway easements needed to construct the Project have taken longer than anticipated; and

WHEREAS, the indemnification provisions of the Agreement require an update; and

WHEREAS, additional time is necessary to allow CONTRACTOR to complete the services for the Project; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for three (3) additional years to December 31, 2024 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 6.

NOW, THEREFORE, the Parties agree to 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 <u>July 17, 2007</u> to <u>December 31, 2024</u>, unless sooner terminated pursuant to the terms of this Agreement.

- 2. Amend Paragraph 8, "Indemnification" to read as follows:
 - 8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.
 - 8.02 <u>Indemnification for Design Professional Services Claims:</u>
 CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the

Page 2 of 5
Amendment No. 6 to Professional Services Agreement No. A-11031
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Department of Public Works, Facilities, & Parks
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Not to Exceed: \$4,459,731

- 5. In all places within the Agreement, any reference to Resource Management Agency or Resource Management Agency Public Works is hereby replaced with Department of Public Works, Facilities, & Parks.
- 6. In all places within the Agreement, any reference to the County's address at 168 West Alisal Street, 2nd Floor, Salinas, California 93901 is hereby replaced with 1441 Schilling Place, South 2nd Floor, Salinas, California 93901-4527.
- 7. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
- 8. This Amendment No. 6 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
- 9. The recitals to this Amendment No. 6 are incorporated into the Agreement and this Amendment No. 6.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 6 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUN	TY OF MONTEREY DocuSigned by:	CON	TRACTOR*
By:	Debra Wilson, Contracts/Purchasing Super	wisor	TRC Engineers, Inc.
Date:	7/15/2021 4:42 PM PDT	By:	Contractor's Business Name Docusigned by: Mark Imbriani
	ved as to Form	Its:	Mark A. Imbriani, P.E., Vice President
Office	of the County Counsel-Risk Manager J. Girard, County Counsel-Risk Manager Docusigned by:	115.	(Print Name and Title)
By:	Mary Grace Perry	Date:	7/15/2021 8:59 AM PDT ——DocuSigned by:
	Deputy County Counsel	By:	Grant Rathonic
Date:	7/15/2021 2:15 PM PDT		(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
		Its:	Grant J. Ratkovic, Assistant Secretary (Print Name and Title)
Approv	ved as to Fiscal Provisions Docusigned by:	Date:	7/15/2021 12:05 PM PDT
By:	Gary Ghoney D3834BFEC1D8449 Auditor/Controller		
Date:	7/15/2021 2:27 PM PDT		
	yed as to Indemnity and Insurance Provisions of the County Counsel-Risk Manager		
By:			
	Leslie J. Girard County Counsel-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.

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Amendment No. 6 to Professional Services Agreement No. A-11031

TRC Engineers, Inc.

Davis Road Bridge Replacement and Road Widening

Department of Public Works, Facilities, & Parks

Term: July 17, 2007 – December 31, 2024

Not to Exceed: \$4,459,731

TRCCOMPA

ACORD... CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/24/2021

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).

Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370	CONTACT Jerry Noyola PHONE (A/C, No, Ext): 770-220-7699 E-MAIL ADDRESS: jerry.noyola@greyling.com			
Alpharetta, GA 30022	INSURER(S) AFFORDING COVERAGE N.			
	INSURER A: National Union Fire Ins. Co.	19445		
INSURED	INSURER B : Allied World Assurance Company (U.S.)	pany (U.S.) 19489		
TRC Engineers, Inc.; TRC Solutions, Inc.	INSURER C: Evanston Insurance Company 35378			
TRC Companies, Inc., 17911 Von Karman	INSURER D : New Hampshire Ins. Co.	23841		
Avenue, Suite 400	INSURER E : AIU Insurance Company	19399		
Irvine, CA 92614	INSURER F : Steadfast Insurance Company	26387		

COVERAGES CERTIFICATE NUMBER: 21-22 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	ADDLS	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMIT	e
A	Y COMMERCIAL GENERAL LIABILITY	INSR W	עעט	GL5341999	(MM/DD/YYYY) 04/01/2021	,	EACH OCCURRENCE	\$1,000,000
^	CLAIMS-MADE X OCCUR		GL3341999	04/01/2021	04/01/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000	
	X Contractual Liab.						MED EXP (Any one person)	s25,000
							PERSONAL & ADV INJURY	s1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000	
	POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							\$
A	AUTOMOBILE LIABILITY			CA4773667 (AOS)	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident)	_{\$} 5,000,000
4	X ANY AUTO			CA4773668 (MA)				\$
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
3	X UMBRELLA LIAB X OCCUR			03127873	04/01/2021	04/01/2022	EACH OCCURRENCE	\$9,000,000
2	X EXCESS LIAB CLAIMS-MADE			MKLV2EFX100659	04/01/2021	04/01/2022	AGGREGATE	\$9,000,000
	DED X RETENTION \$10,000							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC022298274 (AOS)	04/01/2021	04/01/2022	X PER OTH-	
Ξ				WC022298275 (CA)	04/01/2021	04/01/2022	E.L. EACH ACCIDENT	\$1,000,000
(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000	
F Prof. Liab. incl.			PEC019684305	04/01/2021	04/01/2022	Per Claim \$5,000,000		
Poll. Liab.						Aggregate \$5,000,00	0	

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

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, Resource Management Agency 1441 Schilling Place South 2nd Floor Salinas, CA 93901-4527

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

DAN. Gling

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ENDORSEMENT

This endorsement, effective 12:01A.M. 04/01/2021

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 INSUREDS

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.

Authórized Representative or Countersignature (in States Where Applicable) 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.

Named Insured: TRC Engineers, Inc.; TRC Solutions, Inc.

Endorsement Effective Date: 04/01/2021

SCHEDULE

Name Of Person(s) Or Organization(s):

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.

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	PER THE CONTRACT OR AGREEMENT.		
HAVE ENTERED INTO.			

- 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
 - 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:

- 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:

- 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.

COMMERCIAL GENERAL LIABILITY CG 20 37 12 19

POLICY NUMBER: GL5341999

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.

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:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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.

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 04/01/2021

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 _ _ _

WC 04 03 61 (Ed. 11/90)