

MONTEREY COUNTY

PUBLIC WORKS, FACILITIES & PARKS

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

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Salinas, California 93901-4527



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MEMORANDUM

Date: July 19, 2021

To: Valerie Ralph
Clerk of the Board of Supervisors

From: Dalia M. Mariscal-Martinez
Management Analyst III

Subject: 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

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

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 July 17, 2007 to December 31, 2024, 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 Indemnification for Design Professional Services Claims:

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

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.

COUNTY OF MONTEREY

CONTRACTOR*

By: DocuSigned by:
Debra Wilson, Contracts/Purchasing Supervisor
7B741937A0D41B
Contracts/Purchasing Officer

TRC Engineers, Inc.

Contractor's Business Name

Date: 7/15/2021 | 4:42 PM PDT

By: DocuSigned by:
Mark Imbriani
E997A2E4B79D4FE
(Signature of Chair, President or Vice President)

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

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

By: DocuSigned by:
Mary Grace Perry
833031E17FD247F
Mary Grace Perry
Deputy County Counsel

Date: 7/15/2021 | 8:59 AM PDT

Date: 7/15/2021 | 2:15 PM PDT

By: DocuSigned by:
Grant Ratkovic
0FC241EABEED4E8
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

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

Approved as to Fiscal Provisions

By: DocuSigned by:
Gary Giboney
D3834BFEC1D8449
Auditor/Controller

Date: 7/15/2021 | 12:05 PM PDT

Date: 7/15/2021 | 2:27 PM PDT

**Approved as to Indemnity and Insurance Provisions
Office 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.

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 INSURED

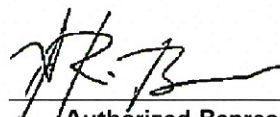
This endorsement modifies insurance provided under the following:

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)

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
<p>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.</p>	<p>PER THE CONTRACT OR AGREEMENT.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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
<p>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.</p>	<p>PER THE CONTRACT OR AGREEMENT.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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.

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 _____

