



Monterey County Board of Supervisors

Board Order

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

www.co.monterey.ca.us

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Chris Lopez to:

Agreement No.: A-12680 ; Amendment No.: 6

a. Approve Amendment No. 6 to Professional Services Agreement No. A-12680, Multi-Year Agreement #3200*1656, with TRC Engineers, Inc. to provide additional services associated with the completion of the Hartnell Road Bridge Replacement Project, County Bridge No. 209, Request for Qualifications (RFQ) #10490; extend the expiration date for one additional year through December 31, 2024, for a revised term of April 7, 2015 to December 31, 2024; and increase the not to exceed maximum by \$38,415 to a total amount of \$811,449; b. Authorize the Contracts & Purchasing Officer or their designee to execute Amendment No. 6 to Professional Services Agreement No. A-12680; and c. Authorize the Contracts & Purchasing Officer or their designee to execute future amendments to Professional Services Agreement No. A-12680 to extend the term beyond the original term authorized in RFQ #10490 where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

PASSED AND ADOPTED on this 7th day of November 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, and Adams

NOES: None

ABSENT: Supervisor Askew

Motion Passed 4 to 0

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 November 7, 2023.

Dated: November 14, 2023

File ID: A 23-512

Agenda Item No.: 66

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

Vicente Ramirez, Deputy

**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-12680 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-12680 with County on April 21, 2015 (hereinafter, “Agreement”) to provide bridge design services (hereinafter, “services”) for the Hartnell Road Bridge Replacement, County Bridge No. 209 (hereinafter, “Project”) through April 7, 2018 with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$554,470; 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 April 7, 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 April 7, 2019 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on March 29, 2019 (hereinafter, “Amendment No. 3”) to update the indemnification provisions and to extend the term for approximately thirty-three (33) additional months to December 31, 2021 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on July 15, 2020 (hereinafter, “Amendment No. 4”, including Exhibit A-3 – Scope of Services Payment Provisions) to extend the term for one (1) additional year through December 31, 2022, to update the Rate Schedule, effective January 1, 2022, and to increase the amount by \$118,890 which resulted in a total not to exceed amount of \$673,360; and

WHEREAS, Agreement was amended by the Parties on July 18, 2022 (hereinafter, “Amendment No. 5”, including Exhibit A-2 – Scope of Services Payment Provisions) to update provisions, to extend the term for one (1) additional year through December 31, 2023, to update the Rate Schedule, effective January 1, 2023, and to increase the amount by \$99,674 which resulted in a total not to exceed amount of \$773,034; and

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, 2024; and

WHEREAS, the Project’s schedule has been delayed due to the 2023 winter storm damage and road repair and permitting support services are necessary to allow CONTRACTOR to provide additional services for repair of the Project; and

Amendment No. 6 to Professional Services Agreement No. A-12680
TRC Engineers, Inc.
Hartnell Road Bridge Replacement (RFQ #10490)
Department of Public Works, Facilities and Parks
Term: April 7, 2015 – December 31, 2024
Not to Exceed: \$811,449

WHEREAS, County has a need for additional services required to provide change order assistance, site visits, project management and environmental and Caltrans coordination for the Project; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide services required by the County and for completion of the Project; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to December 31, 2024 and to increase the amount by \$38,415 for a total amount not to exceed \$811,449 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 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-1, A-2, A-3, and A-4** in conformity with the terms of this Agreement.

2. Amend Paragraph 2., “Payments by County”, to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A, A-1, 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 \$811,449.

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

The term of this Agreement is from April 7, 2015 to December 31, 2024, 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. The “Project Schedule” referenced in the Agreement, Exhibit A - Scope of Services/Payment Provisions, is hereby amended to extend through December 31, 2024, to conform to the amended term of the Agreement.

6. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

7. 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.

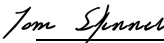
Amendment No. 6 to Professional Services Agreement No. A-12680
TRC Engineers, Inc.
Hartnell Road Bridge Replacement (RFQ #10490)
Department of Public Works, Facilities and Parks
Term: April 7, 2015 – December 31, 2024
Not to Exceed: \$811,449

8. 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

Debra R. Wilson, Contracts/Purchasing Officer

By: 
DocuSigned by:
 Its: 30F2300D718745F... Contracts/Purchasing Supervisor
 (Print Name and Title)

Date: 11/22/2023 | 8:52 AM PST

Approved as to Form

Office of the County Counsel


Leslie J. Girard, County Counsel

By: 
DocuSigned by:
 Its: A1933B26E717442... Mary Grace Perry
 Deputy County Counsel

Date: 9/29/2023 | 10:54 AM PDT

Approved as to Fiscal Provisions

Rupa Shah, Auditor-Controller

By: 
DocuSigned by:
 Its: E79EF64E57454F6... Auditor Controller Analyst I
 (Print Name and Title)

Date: 10/2/2023 | 7:34 AM PDT

Approved as to Indemnity and Insurance Provisions

Office of the County Counsel


David Bolton, Risk Manager

By: _____


Date: _____

CONTRACTOR*

TRC Engineers, Inc.

By: 
DocuSigned by:
 Its: E997A2E4879D4FE... Mark A. Imbriani, Vice President
 (Print Name and Title)

Date: 9/28/2023 | 3:06 PM PDT

By: 
DocuSigned by:
 Its: 0FC241EA8EED4E8... Grant Ratkovic, Assistant Secretary
 (Print Name and Title)

Date: 9/28/2023 | 6:01 PM 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.

Amendment No. 6 to Professional Services Agreement No. A-12680

TRC Engineers, Inc.

Hartnell Road Bridge Replacement (RFQ #10490)

Department of Public Works, Facilities and Parks

Term: April 7, 2015 – December 31, 2024

Not to Exceed: \$811,449

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”**

The previous Scope of Services has been completed, including delivering final contract documents. This Amendment No. 6 includes road repair and permitting support services as desired by the County. Also included will be final closeout activities for the Hartnell Road Bridge Replacement, County Bridge No. 209 (Project).

SCOPE OF SERVICES

CONTRACTOR’s Scope of Services for the Project consists of the following Phases under this Amendment No. 6 to the Agreement:

Phase III: Construction

PHASE 0: PROJECT MANAGEMENT

No additional services proposed under Amendment No. 6 to this Agreement.

PHASE I: PRELIMINARY ENGINEERING AND REPORTS

No additional services proposed under Amendment No. 6 to this Agreement.

PHASE II: FINAL DESIGN

No additional services proposed under Amendment No. 6 to this Agreement.

PHASE III: BIDDING AND CONSTRUCTION

3.1 CONSTRUCTION SUPPORT

Upon approval by County, CONTRACTOR will be available to interpret plans, revise designs, check and accept shop drawings and falsework plans, and make site visits during construction. Subtasks include:

3.1.1 BID PHASE SERVICES

No additional services proposed under Amendment No. 6 to this Agreement.

Total Amount Increase: \$0.00

3.1.2 RESPOND TO CONTRACTOR RFIs

No additional services proposed under Amendment No. 6 to this Agreement.

Total Amount Increase: \$0.00

3.1.3 SUBMITTAL REVIEWS

No additional services proposed under Amendment No. 6 to this Agreement.

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Total Amount Increase: \$0.00

3.1.4 CHANGE ORDER ASSISTANCE

CONTRACTOR shall assist in evaluating or modifying existing plans and specifications for incorporation into change orders prepared by County.

Total Amount Increase: \$9,620.00

3.1.5 SITE VISITS

One (1) member of the CONTRACTOR's staff shall prepare for and attend a site visit to observe conditions after storm damage. Additional site visits shall be reimbursed as Additional Services.

Total Amount Increase: \$800.00

3.1.6 PROJECT MANAGEMENT AND CALTRANS COORDINATION

CONTRACTOR will oversee and coordinate work proposed under Amendment No. 6 to this Agreement.

Total Amount Increase: \$1,700.00

3.1.7 GEOTECHNICAL OBSERVATION

No additional services proposed under Amendment No. 6 to this Agreement.

Total Amount Increase: \$0.00

3.1.8 ENVIRONMENTAL COORDINATION

CONTRACTOR will provide consultation regarding resource agency requirements or requests for information to the extent of budget for this task, which includes \$24,708 for subcontractor LSA Associates, Inc. It is understood that the Construction Contractor is responsible for obtaining any permits required for construction in addition to those County has obtained, and that their Contractor-supplied biologist will handle all such coordination and activities.

Total Amount Increase: \$25,778.00

3.1.9 EXPENSES

CONTRACTOR will be reimbursed for travel and other direct costs.

Total Amount Increase: \$517.00

3.2 AS-BUILT PLANS

3.2.1 AS-BUILT PLANS

No additional services proposed under Amendment No. 6 to this Agreement.

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Total Amount Increase: \$0.00

TOTAL AMOUNT INCREASE FOR PHASE 0, I, II AND III: \$38,415.00

GRAND TOTAL FOR PHASE 0, I, II AND III: \$731,584.00

PHASE IV: SUPPLEMENTAL SERVICES

No additional services proposed under Amendment No. 6 to this Agreement.

TOTAL AMOUNT INCREASE FOR PHASE IV: \$0.00

GRAND TOTAL FOR PHASE IV: \$79,865.00

GRAND TOTAL OF AGREEMENT: \$811,449.00

ANY ADDITIONAL SERVICES REFERENCED IN THIS EXHIBIT A-4 OF THIS AGREEMENT WHICH DO NOT INCLUDE A COST SHALL NOT BE PROVIDED BY CONTRACTOR UNLESS PRESENTED TO AND AUTHORIZED BY COUNTY IN WRITING VIA AN EXECUTED AMENDMENT TO THIS AGREEMENT.

PAYMENT PROVISIONS

PHASE III - BASIC SERVICES:

1. CONTRACTOR shall be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's Rate Schedule attached hereto. The specified hourly rates include direct salary costs, employee benefits, overhead, and fee.
2. In addition, CONTRACTOR shall be reimbursed for incurred (actual) direct costs other than salary and subcontractor costs. CONTRACTOR shall be reimbursed for subcontractor 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 shall provide a detailed breakdown of authorized expenses, identifying what was expended and when.
4. CONTRACTOR shall 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.

TOTAL COMPENSATION

The specific rates of compensation specified in CONTRACTOR's Rate Schedule are not adjustable and are valid through the remaining term of this Agreement (December 31, 2024). A

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

rate increase may be negotiated according to Section 13.0, Agreement Terms and Conditions, of RFQ #10490 – On-Call Bridge Design Services for Monterey County Bridge Projects.

For billing purposes work shall be segregated between Basic Services 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 \$693,169 shall be increased by \$38,415 for a total not to exceed amount of \$731,584. Any further increase to the amount must be authorized by County through an executed amendment to this Agreement.

The total amount payable by County for work under this Agreement for Supplemental Services (Phase IV) is in the amount of \$79,865. Any further increase to the amount must be authorized by County through an executed amendment to this Agreement.

The total amount payable by County for work under this Agreement for Basic Services and Supplemental Services **is increased by \$38,415 for a total Agreement amount not to exceed \$811,449**, unless authorized by County through an executed amendment to this Agreement.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6, “Payment Conditions”, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number (*MYA #3200*1656*), Project name (*Hartnell Road Bridge Replacement*) and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@co.monterey.ca.us:

County of Monterey
Department of Public Works, Facilities and Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the PWFP - Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@co.monterey.ca.us.

COUNTY OF MONTEREY
HARTNELL ROAD BRIDGE REPLACEMENT
AMENDMENT NO. 6 TO AGREEMENT

TRC ENGINEERS, INC.
DESIGN FEE ESTIMATE WORKSHEET

Date: 09/26/23
Overhead %: 0%
Profit %: 0%

Project: 226646 26-Sep-23
Increase: 0.0% 04:43:04 PM
Sub administration: 0%

Expenses	
Description	Amount
Travel	
Airfare (round trips)	\$0
Mileage	\$0
Lodging	\$150
Per Diem	\$34
Car Rental	\$100
Misc.	\$100
Travel Subtotal	\$384
Other Direct Costs	\$133
Subconsultants Admin. Costs	\$0
ODC Subtotal	\$133
Total	\$517

Subconsultants	
Name	Amount
Peters Engineering Group	\$0.00
LSA Associates, Inc.	\$24,708.00
Parikh Consultants, Inc.	\$0.00
Whitson Engineers	\$0.00
WRECO	\$0.00
Total	\$24,708

Total Fee Estimate	
Labor	\$13,190.00
Subconsultants	\$24,708.00
Expenses	\$517
Total	\$38,415

TRC ENGINEERS, INC.
FEE ESTIMATE WORKSHEET

Travel

From	Rancho Cordova	
To	Salinas	
# of people	1	
# of days	1	# of nights 0
# of trips	1	

	Rate		#			#		8
Airfare (round trips)		x		trips	x		people	=
Mileage	\$0.655	x	360	miles	x	0	trips	=
Lodging	\$150.00	x	1	nights	x	1	people	=
Per Diem	\$34.00	x	1	days	x	1	people	=
Car rental	\$50.00	x	2	days	x	1	people	=
Miscellaneous (gas for rental)	\$50.00	x	2	units	x	1	units	=
Total Travel								\$384.00

ODC's

	Rate		#			
Mail	\$0.64	x	2	pieces	=	\$1.28
Overnight mail	\$10.48	x	2	pieces	=	\$20.96
Copies	\$0.07	x	80	copies	=	\$5.60
Prints (22x34)	\$2.50	x	2	prints	=	\$5.00
Vellums (22x34)	\$7.50	x	0	prints	=	\$0.00
Mylars (22x34)	\$15.00	x	0	prints	=	\$0.00
Miscellaneous	\$100.00	x	1	units	=	\$100.00
Total ODC's						\$132.84

Total Travel and ODC's	\$516.84
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ACORDTM**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 Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-220-7699 FAX (A/C, No): E-MAIL ADDRESS: greylingcerts@greyling.com														
INSURED TRC Engineers, Inc.; TRC Solutions, Inc. TRC Companies, Inc., 6 Executive Circle, Suite 200 Irvine, CA 92614	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Ins Co of Pittsburg</td> <td>19445</td> </tr> <tr> <td>INSURER B : Allied World Assurance Co (U.S.) Inc.</td> <td>19489</td> </tr> <tr> <td>INSURER C : Gotham Insurance Company</td> <td>25569</td> </tr> <tr> <td>INSURER D : New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER E : AIU Insurance Company</td> <td>19399</td> </tr> <tr> <td>INSURER F : Steadfast Insurance Company</td> <td>26387</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins Co of Pittsburg	19445	INSURER B : Allied World Assurance Co (U.S.) Inc.	19489	INSURER C : Gotham Insurance Company	25569	INSURER D : New Hampshire Insurance Company	23841	INSURER E : AIU Insurance Company	19399	INSURER F : Steadfast Insurance Company	26387
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COVERAGES**CERTIFICATE NUMBER: 23-24****REVISION NUMBER:**

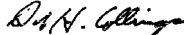
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 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 <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			03127873 EX202300003211	04/01/2023 04/01/2023	04/01/2024 04/01/2024	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" 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 
--	---

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.

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.

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.

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: 04/01/2023

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.

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

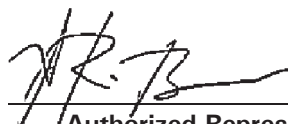
This endorsement modifies insurance provided under the following:

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.

[Redacted Signature]