

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

THIS AMENDMENT NO. 3 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, County has a continued need for services beyond the anticipated five (5) year Agreement term allowed per Request for Qualifications (RFQ) #10490; and

WHEREAS, CONTRACTOR's Rate Schedule requires an update effective January 1, 2019; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to complete new tasks to address the requirements placed on the Project by the National Marine Fisheries Services as stated in the Endangered Species Act, Section 7(a)(2), Biological Option, date stamped June 13, 2018; and

WHEREAS, the Parties wish to further amend the Agreement to update the provisions of the Agreement, to update the Rate Schedule, effective January 1, 2019, to extend the term for approximately thirty-four (34) additional months to December 31, 2021, and to increase the amount by \$199,711.94 for a total amount not to exceed \$696,380.94 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 3.

Amendment No. 3 to Professional Services Agreement No. A-12658
TRC Engineers, Inc.
Robinson Road Bridge Scour Repair (RFQ #10490)
RMA – Public Works & Facilities
Term: March 10, 2015 – December 31, 2021
Not to Exceed: \$696,380.94

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 and A-2** 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 and A-2**, 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 \$696,380.94.

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, 2021, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", to delete "Exhibit A-1 – Revised Rate Schedule" and add "Exhibit A-2 – Scope of Services/Payment Provisions".

5. Amend Section 8.2, "Indemnification for Design Professional Claims", of Paragraph 8, "Indemnification", to read as follows:

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 performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

6. In all places within the Agreement, any reference to "Exhibit A-1 - Revised Rate Schedule" is hereby replaced with the Revised Rate Schedule in "Exhibit A-2 – Scope of Services/Payment Provisions", effective January 1, 2019.

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7. The "Project Schedule" referenced in the Agreement, Exhibit A - Scope of Services/Payment Provisions, is hereby amended to extend through December 31, 2021, to conform to the amended term of the Agreement.
8. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number #3000*1584, Project name and associated Purchase Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us:

County of Monterey
Resource Management Agency (RMA) – 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 RMA Finance Division at (831) 755-4800 or via email to: RMA-Finance-AP-GP@co.monterey.ca.us.

9. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
10. This Amendment No. 3 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. 3 are incorporated into the Agreement and this Amendment No. 3.

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Not to Exceed: \$696,380.94

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

TRC Engineers, Inc.
Contractor's Business Name

Date: _____

By: 
(Signature of Chair, President or Vice President)

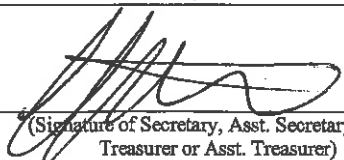
Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

Its: Mark Imbriani, Vice President
(Print Name and Title)

By: _____
Mary Grace Perry
Deputy County Counsel

Date: 11/20/18

Date: _____

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

Approved as to Fiscal Provisions

Its: GRANT RATKOVIC - ASST SECRETARY
(Print Name and Title)

By: _____
Auditor/Controller

Date: 11/19/2018

Date: _____

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

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) managing members. 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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COUNTY OF MONTEREY

CONTRACTOR*

By: [Signature]
Contracts/Purchasing Officer

TRC Engineers, Inc.
Contractor's Business Name

Date: 1-11-19

By: [Signature]
(Signature of Chair, President or Vice President)

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

Its: Mark Imbriani, Vice President
(Print Name and Title)

By: [Signature]
Mary Grace Perry
Deputy County Counsel

Date: 11/20/18

Date: 11-27-2018

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Its: GRANT RATKOVIC - ASST SECRETARY
(Print Name and Title)

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 11/19/2018

Date: 11-27-18

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

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) managing members. 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-2 – 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 National Marine Fisheries Service (NMFS), NMFS 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. This scope addresses the requirements placed on the Project by NMFS in the Endangered Species Act Section 7(a)(2), Biological Opinion (BO), date stamped June 13, 2018.

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

0.1.1 ADDITIONAL PROJECT MANAGEMENT SERVICES

CONTRACTOR shall provide additional Project Management services, as described in Task 0.1 of the original Agreement.

Total Amount Increase: \$3,550.01

0.3 COORDINATION MEETINGS

0.3.1 ADDITIONAL COORDINATION MEETINGS

CONTRACTOR shall attend additional coordination meetings as follows: one (1) with County and three (3) with NMFS. Meetings shall be held at County offices in Salinas, California or by conference call. Effort includes preparation of agendas and meeting minutes for four (4) meetings.

Total Amount Increase: \$2,677.95

0.4 DESIGN REVIEW MEETINGS

0.4.1 ADDITIONAL DESIGN REVIEW MEETINGS

CONTRACTOR shall attend two (2) additional design review meetings. These meetings are assumed to be held via conference call by team members and NMFS. Effort includes preparation of agendas and meeting minutes.

Total Amount Increase: \$1,937.98

0.5 CALTRANS LOCAL ASSISTANCE COORDINATION

0.5.1 ADDITIONAL CALTRANS LOCAL ASSISTANCE COORDINATION

CONTRACTOR shall provide additional coordination with Caltrans Local Assistance. Work shall include preparation of an Exhibit 6D package and coordination efforts to attempt to secure the additional Highway Bridge Program (HBP) funding to cover the costs of the extra design and construction work required by NMFS.

DELIVERABLES

- *NMFS Coordination Meeting Agendas and Meeting Minutes, (four (4) meetings)*
- *NMFS Design Review Meeting Agendas and Meeting Minutes (two (2) meetings)*
- *Completion of Exhibit 6D for HBP Funding Request*

Total Amount Increase: \$3,128.07

PHASE I: PRELIMINARY ENGINEERING AND REPORTS

1.2.4 HYDRAULIC ANALYSIS

1.2.4.1 ADDITIONAL HYDRAULIC ANALYSIS WORK

CONTRACTOR shall review Federal Highway Administration (FHWA), NMFS and Caltrans design guidance, Agency review comments and other pertinent Project information as related to work performed in Exhibit A-2.

CONTRACTOR shall investigate alternative scour and velocity countermeasures including rock vanes, spurs, and bio-technical countermeasures (possible options include vegetated geosynthetic products, large woody debris (LWD), root wads, live staking and vegetated riprap) with the goal of balancing and minimizing velocity, backwater effects and Water Surface Elevation (WSE). It is assumed that LWD/root wad type improvements shall be chosen and shall not be located in excess of one hundred feet (100') upstream or downstream of the edges of the existing bridge such that additional topographic survey is not required.

DELIVERABLES:

- *Bridge and Slope Scour Protection Alternatives Evaluation Memo (Draft and Final)*

Total Amount Increase: \$10,910.00

1.2.7 DESIGN HYDRAULIC STUDY REPORT

1.2.7.1 ADDITIONAL HYDRAULIC STUDY REPORT WORK

The Design Hydraulic Study shall be modified to reflect the results of the analysis including the LWD construction in the river.

DELIVERABLES

- *Revised Design Hydraulic Study with LWD*

Total Amount Increase: 1,369.97

1.4 UTILITY COORDINATION

1.4.1 ADDITIONAL UTILITY COORDINATION WORK

Additional utility coordination work shall be performed to facilitate Pacific Gas & Electric Company (PG&E) pole relocation at the access road as well as to coordinate with AT&T and Comcast in assisting the relocation design of their facilities. Color coded conflict exhibit maps shall be prepared for use by each utility company. CONSULTANT shall also prepare a utility memo for use in the environmental process and document.

DELIVERABLES

- *Utility Conflict Map*
- *Utility Disposition Table*
- *Utility Coordination Confirmation Confirmers*

Total Amount Increase: \$8,279.65

1.5 RIGHT-OF-WAY (ROW) ENGINEERING

1.5.1 ADDITIONAL ROW ENGINEERING WORK

Additional ROW coordination and engineering, including assistance during the acquisition process, shall be required for the access road accommodation and utility relocation activities.

DELIVERABLES

- *ROW Needs Map*
- *ROW Coordination Conversation Confirmers*

Total Amount Increase: \$7,039.73

1.7 ENVIRONMENTAL DOCUMENTS

1.7.1.2 COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS

1.7.1.2.1 ADDITIONAL COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS

PREDESIGN

Prior to final design, CONTRACTOR shall conduct conference call meetings with responsible/cooperating agencies and other stakeholders, the design team, and County to discuss Project-related impacts and avoidance measures, including Project design modifications and/or additional mitigation. These agencies are expected to include Caltrans Environmental, California Department of Fish and Wildlife (CDFW), NMFS United States Fish and Wildlife (USFWS), and the United States Army Corp of Engineers (USACE), in addition to County.

NMFS DESIGN PHASE

CONTRACTOR shall also coordinate with responsible/cooperating agencies and other stakeholders, the design team, and County, such as through emails and phone calls, to clarify Project design details and issues, and to provide supporting information. This task includes participation in up to five (5) meetings with responsible/cooperating agencies and other stakeholders, including preparation of meeting materials and providing requested follow-up Project-related information and materials after the meeting. This task also includes time for internal team meetings to discuss agency and stakeholder information requests and time to research, review, describe and share requested information. A diversion/dewatering plan shall be developed for use in obtaining environmental clearance and to facilitate fish passage during construction.

Total Amount Increase: \$24,339.85

1.7.1.3 PROJECT DESCRIPTION

1.7.1.3.1 ADDITIONAL PROJECT DESCRIPTION WORK

CONTRACTOR shall modify the Project Description to reflect the added mitigation features required by NMFS.

Total Amount Increase: \$1,260.00

1.7.2.8 FLOODPLAIN EVALUATION REPORT

1.7.2.8.1 ADDITIONAL FLOODPLAIN ELEVATION REPORT

CONTRACTOR shall modify the floodplain evaluation report and Location Hydraulic Study to account for the required mitigation features to be placed in the river.

Total Amount Increase: \$1,819.95

PHASE II: FINAL DESIGN

2.1 UNCHECKED DESIGN SUBMITTALS [65% PLANS, SPECIFICATIONS & ESTIMATE (PS&E)]

2.1.5 75% PLANS AND ESTIMATE (P&E)

CONTRACTOR shall develop design PS&E to implement the preferred scour and velocity countermeasures identified in Task 1.2. Selection of revegetation materials shall utilize location-appropriate native planting palettes. It is anticipated that these plans will include general areas of planting along with layout of countermeasures using the Project survey and design plans as a basis. The plans shall include design details for construction. The plans shall be submitted to County, Caltrans and NMFS for review and comment.

Anticipated NEW plan sheets include:

- *Revegetation Legend and Revegetation Quantities*
- *Revegetation Plan*
- *LWD/Root Wad Revetment Layout Plan*
- *LWD/Root Wad Revetment Sections*
- *LWD/Root Wad Revetment Construction Details*
- *Erosion Control Legend*
- *Erosion Control Plan*
- *Erosion Control Quantities*
- *Rock Slope Protection (RSP) A10B – Lines and Symbols for Erosion Control*
- *RSP H1 – Landscape and Erosion Control Symbols*
- *Temporary Creek Diversion Plan*
- *Temporary Creek Diversion Details*
- *Temporary Water Pollution Control Plan*

Anticipated REVISED plan sheets include:

- *General Plan*
- *Foundation Plan*
- *Scour Protection Details – 2 sheets*
- *Construction Details – 2 sheets*

DELIVERABLES

- *75% P&E*

Total Amount Increase: \$40,309.72

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

2.2 CHECKED DESIGN SUBMITTAL (95% PS&E)

Additional checked design submittal work, including the following subtasks:

2.2.1.1 ADDITIONAL 95% COMPLETE PLANS

CONTRACTOR shall provide additional engineering effort to provide 95% complete Plans for the additional work performed in Exhibit A-2.

Total Amount Increase: \$20,099.69

2.2.2.1 ADDITIONAL 95% COMPLETE SPECIFICATIONS

CONTRACTOR shall provide additional engineering effort to provide 95% complete Specifications for the additional work performed in Exhibit A-2.

Total Amount Increase: \$8,184.72

2.2.3.1 ADDITIONAL 95% CONSTRUCTION COST ESTIMATE

CONTRACTOR shall provide additional engineering effort to provide a 95% Construction Cost Estimate for the additional work performed in Exhibit A-2.

Total Amount Increase: \$6,904.76

2.2.4.1 ADDITIONAL QUALITY ASSURANCE REVIEW (QA)

CONTRACTOR shall provide additional engineering effort to provide a QA Review for the additional work performed in Exhibit A-2.

Total Amount Increase: \$3,340.10

2.2.5.1 ADDITIONAL MEMORANDUM RESPONSE TO COMMENTS

CONTRACTOR shall similarly respond to NMFS 75% submittal comments for the additional work performed in Exhibit A-2.

DELIVERABLES

- Response to 75% Submittal Comments Memo

Total Amount Increase: \$3,507.87

2.3 FINAL DESIGN SUBMITTAL (100% PS&E)

2.3.1 ADDITIONAL 100% FINAL PLANS

CONTRACTOR shall provide additional engineering effort to provide 100% Final PS&E for the additional work performed in Exhibit A-2.

Total Amount Increase: \$11,140.04

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

2.4 BIDDING PERIOD SERVICES

2.4.1 ADDITIONAL BIDDING PERIOD SERVICES

CONTRACTOR shall provide additional bidding period services for the additional work performed in Exhibit A-2.

Total Amount Increase: \$1,260.00

PHASE III: CONSTRUCTION

3.1 CONSTRUCTION SUPPORT

3.1.1 ADDITIONAL CONSTRUCTION SUPPORT

CONTRACTOR shall provide additional Construction Support in Phase III of the Project for the additional work performed in Exhibit A-2.

Total Amount Increase: \$2,399.98

3.2 AS-BUILT PLANS

3.2.1 ADDITIONAL AS-BUILT PLANS

CONTRACTOR shall prepare additional As-Built Plans in Phase III of the Project for the additional plan sheets generated for the work performed in Exhibit A-2.

Total Amount Increase: \$2,020.10

OTHER DIRECT COSTS FOR PHASE 0, I, II, AND III: 1,471.80

TOTAL AMOUNT INCREASE FOR PHASE 0, I, II, AND III: \$165,480.14

GRAND TOTAL FOR PHASE 0, I, II AND III: \$166,951.94

PHASE IV: SUPPLEMENTAL SERVICES

4.2 BIOLOGY TASKS

4.2.a ADDITIONAL BIOLOGY TASKS WORK

Prior to final design, CONTRACTOR shall conduct additional conference call meetings with responsible/cooperating agencies and other stakeholders, the design team, and County to discuss Project-related impacts and avoidance measures, including Project design modifications and/or additional mitigation. CONTRACTOR shall also coordinate with responsible/cooperating agencies and other stakeholders, the design team, and County, such as through emails and phone calls, to clarify Project design details and issues, and to provide supporting information. This task includes participation in up to five (5) meetings with responsible/cooperating agencies and other stakeholders, including preparation of meeting materials and providing requested follow-up Project-related information and materials after the meeting. This task also includes time for internal team meetings to discuss agency and stakeholder information requests

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

and time to research, review, describe and share requested information.

CONTRACTOR shall conduct one (1) in-person pre-application permit meeting with the affected permitting agencies [i.e. Monterey Peninsula Water Management District (MPWMD), USACE, Regional Water Quality Control Board (RWQCB), and CDFW], following the completion of 75% Project design plans and a second in-person pre-application permit meeting with the affected permitting agencies following the completion of 100% Project design plans for a total of two (2) in-person meetings. It is assumed that the meetings shall take place at the Project site. Prior to the pre-application meeting, CONTRACTOR shall provide the regulatory agencies with the 75% and 100% plans respectively and supporting design information. The purpose of the meetings shall be to review the mandatory requirements of the NMFS Biological Opinion, the most current Project plans, and to solicit feedback from the regulatory agencies regarding their permitting requirements. This task also includes participation in up to four (4) meetings with the regulatory permitting agencies via phone. Meeting time includes preparation of meeting materials and providing requested follow-up Project-related information and materials after the meeting. This task also includes time for internal team meetings to discuss regulatory agency information requests and time to research, review, describe and share requested information. The goal of these meetings shall be to gain clear and concise recommendations from the participating regulatory agencies, so that the Project can be designed to meet each of the regulatory agency's requirements.

DELIVERABLES

- ***Five (5) Meetings with Responsible/Cooperating Agencies and other Stakeholders***
- ***Two (2) In-person Permitting Pre-Application Meetings with Regulatory Agencies***
- ***Four (4) Permitting Pre-Application Meetings with Regulatory Agencies via phone***
- ***Diversion/Dewatering Plan***

Total Amount Increase: \$32,320.00

OTHER DIRECT COSTS FOR PHASE IV: \$440.00

TOTAL AMOUNT INCREASE FOR PHASE IV: \$32,320.00

GRAND TOTAL INCREASE FOR PHASE IV: \$32,760.00

GRAND TOTAL INCREASE TO THE AGREEMENT: \$199,711.94

ANY ADDITIONAL SERVICES 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 0, I, II, AND III - BASIC SERVICES:

1. CONTRACTOR shall be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's Revised Rate Schedule, effective January 1, 2019 and attached hereto. 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 "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.
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.

PHASE IV - SUPPLEMENTAL SERVICES:

The basis of payment for the supplemental services provided under this Agreement shall be at the standard hourly rates specified in CONTRACTOR's Revised Rate Schedule, effective January 1, 2019 and attached hereto. The specified hourly rates include direct salary costs, employee benefits, overhead, and fee.

1. County shall reimburse CONTRACTOR at standard hourly rates as listed in the attached Revised Rate Schedule.
2. 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 are effective on January 1, 2019 and are valid through the amended term of this Agreement. A further rate increase may be negotiated according to Section 13.0, Agreement to Terms and Conditions, of 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 \$459,524.00 shall be increased by \$166,951.94 for a total not to exceed amount of \$626,475.94. 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-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

(Phase IV) in the amount of \$37,145.00 shall be increased by \$32,760.00 for a total not to exceed amount of sum of \$69,905.00. 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 \$199,711.94 for a total Agreement amount not to exceed \$696,380.94. Any further increase to the amount must be authorized by County through an amendment to this Agreement.

TRC ENGINEERS, INC.

REVISED RATE SCHEDULE

LABOR RATES

Personnel Classification	2019-20	2021
Project Manager	\$ 260.00	\$270.00
Project Engineer/Coordinator	\$ 185.00	\$190.00
Environmental Manager	\$ 180.00	\$185.00
Certified Industrial Hygienist	\$ 180.00	\$185.00
Senior Engineer	\$ 155.00	\$160.00
ISA Scientist	\$ 140.00	\$145.00
Engineer II	\$ 130.00	\$135.00
Engineer I	\$ 100.00	\$105.00
CADD Supervisor	\$ 145.00	\$150.00
CADD Technician	\$ 95.00	\$100.00
Desktop Publisher	\$ 77.00	\$80.00
Administrative Assistant	\$ 77.00	\$80.00

The 2019-2020 rates are effective from January 1, 2019 through December 31, 2020. The 2021 rates are effective from January 1, 2021 through December 31, 2021. 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 Mileage Rate, currently \$0.545 per mile

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 "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.

Subconsultants will be billed at actual cost.

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

**TRC ENGINEERS, INC.
COST FOR BASIC AND SUPPLEMENTAL SERVICES**

PROJECT County of Monterey

Robinson Road Bridge Scour Repair

Amendment No. 3, NMFS Coordination and Design

FIRM	BASIC		SUPPLEMENTAL		TOTAL		GRAND TOTAL
	LABOR	ODCS	LABOR	ODCS	LABOR	ODCS	
TRC	\$ 103,360.10	\$ 1,071.80	\$ 6,380.00	\$ -	\$ 109,740.10	\$ 1,071.80	\$ 110,811.90
LSA	\$ 20,310.00	\$ -	\$ 25,940.00	\$ 440.00	\$ 46,250.00	\$ 440.00	\$ 46,690.00
WRECO	\$ 41,810.00	\$ 400.00	\$ -	\$ -	\$ 41,810.00	\$ 400.00	\$ 42,210.00
TOTALS	\$165,480.10	\$ 1,471.80	\$32,320.00	\$440.00	\$197,800.10	\$ 1,911.80	\$ 199,711.90
	\$	166,951.90	\$	32,760.00	\$	199,711.90	

ODCS - Other Direct Costs

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey Robinson Road Bridge Scour Repair Amendment No. 3, NMFS Coordination & Design			LSA ASSOCIATES, INC HOURS & DESIGN FEE WORKSHEET												
Task Description			LABOR										Total Hours	Total \$	
			Project Manager P. Reading Hours	Associate Environmental Planner P. Piroen Hours	Assistant Environmental Planner C. Sanders Hours	Biology Principal T. Loay Hours	Senior Biologist E. Uchward Hours	Water Quality Specialist R. West Hours	GIS Specialist T. Flynn Hours	Disbursement Management J. Blair Hours	Word Processing A. Long Hours				
Phase 0 PROJECT MANAGEMENT															
0.1	PROJECT MANAGEMENT														
0.2	PROJECT INITIATION														
0.3	COORDINATION MEETINGS														
0.4	DESIGN REVIEW MEETINGS														
0.5	CALTRANS LOCAL ASSISTANCE COORDINATION														
Phase I PRELIMINARY ENGINEERING AND REPORTS															
1.1	TOPOGRAPHIC SURVEYING														
1.1.1	HYDRAULIC HEC-RAS CROSS-SECTIONS														
1.1.2	TOPOGRAPHICAL PLAN														
1.2	HYDROLOGIC AND HYDRAULIC ANALYSIS														
1.2.1	PRELIMINARY ASSESSMENT														
1.2.2	FIELD RECONNAISSANCE														
1.2.3	HYDROLOGIC DATA														
1.2.4	HYDRAULIC ANALYSIS														
1.2.5	SCOUR ANALYSIS														
1.2.6	COUNTERMEASURES DESIGN														
1.2.7	DESIGN HYDRAULIC STUDY REPORT														
1.3	GEOTECHNICAL INVESTIGATION														
1.4	UTILITY COORDINATION														
1.5	RIGHT-OF-WAY ENGINEERING														
1.6	RIGHT-OF-WAY ACQUISITION (BY COUNTY)														
1.7	ENVIRONMENTAL DOCUMENTS														
1.7.1	PROJECT INITIATION AND PROJECT DESCRIPTION														
1.7.1.1	KICK-OFF MEETING WITH PROJECT TEAM/FIELD REVIEW														
1.7.1.2	COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS														
	Pre-Design		35	8	10	6	3	3			4	5		74	\$12,030
	NMFS Design Phase		22	8		8	8							46	\$8,280
1.7.1.3	PROJECT DESCRIPTION														
1.7.2	PREPARATION OF DRAFT TECHNICAL STUDIES														
1.7.2.1	NATURAL ENVIRONMENT STUDY (NES)														
1.7.2.2	JURISDICTIONAL DELINEATION (JD)														
1.7.2.3	BIOLOGICAL ASSESSMENT (BA)														
1.7.2.4	CULTURAL RESOURCES														
1.7.2.5	GEOLOGY														
1.7.2.6	HAZARDOUS MATERIALS														
1.7.2.7	HYDROLOGY AND WATER QUALITY														
1.7.2.8	FLOODPLAIN EVALUATION REPORT														
1.7.2.9	NOISE														
1.7.3	REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS														
1.7.4	FINAL TECHNICAL STUDIES														
1.7.5	PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ENVIRONMENTAL DOCUMENTS														
1.7.5.1	CIRCULATE DRAFT ED FOR PUBLIC REVIEW														
1.7.5.2	RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT														
1.7.6	FINAL ED														
1.7.7	PERMITTING														
1.7.8	MEETING/HEARING ATTENDANCE														
1.8	35% SUBMITTAL PRELIMINARY DESIGN AND TYPE SELECTION														
1.8.1	PRELIMINARY STRATEGY REPORT														
1.8.2	35% PRELIMINARY PLANS														
Phase II FINAL DESIGN															
2.1	UNCHECKED DESIGN SUBMITTALS (65% PS&E)														
2.1.1	65% COMPLETE PLANS														
2.1.2	65% COMPLETE SPECIFICATIONS														
2.1.3	65% CONSTRUCTION COST ESTIMATE														
2.1.4	MEMORANDUM RESPONSE TO COMMENTS														
2.1.5	76% PLANS AND ESTIMATE **NEW AMEND NO. 3 TASK														
2.2	CHECKED DESIGN SUBMITTAL (85% PS&E)														
2.2.1	85% COMPLETE PLANS														
2.2.2	85% COMPLETE SPECIFICATIONS														
2.2.3	85% CONSTRUCTION COST ESTIMATE														
2.2.4	QA REVIEW														
2.2.5	MEMORANDUM RESPONSE TO COMMENTS														
2.3	FINAL DESIGN SUBMITTAL (100% PS&E)														
2.3.1	100% FINAL PLANS														
2.3.2	MEMORANDUM RESPONSE TO COMMENTS														
2.3.3	BID DOCUMENTS														
2.4	BIDDING PERIOD SERVICES														
Phase III CONSTRUCTION															
3.1	CONSTRUCTION SUPPORT														
3.2	AS-BUILT PLANS														
Phase IV SUPPLEMENTAL TASKS															
4.1	PUBLIC OUTREACH MEETING														
4.2	BIOLOGY TASKS														
	Pre-Permit Application Costs		40	60		42			6					148	\$25,940
4.2.1	SPECIAL-STATUS PLANT SURVEYS														
4.2.2	CRLF-SITE ASSESSMENT AND FIELD SURVEYS SITE ASSESSMENT														
4.2.3	BAT DETECTION SURVEYS														
4.3	FULL FOOTING REHABILITATION SCOUR MITIGATION														
Total Hours			97.0	76.0	10.0	56.0	11.0	3.0	8.0	4.0	5.0		288	48250	
Loaded Billing Rate			200.00	150.00	100.00	190.00	145.00	180.00	180.00	60.00	85.00		268	\$48,250	
Cost			19,400	11,400	1,000	10,840	1,595	540	960	240	475		268	\$48,250	
% of Total Hours by Classification			36%	28%	4%	21%	4%	1%	2%	1%	2%		100%		

Notes: Task 4.1 ODCs
Task 4.2 ODCs
Task 4.3 ODCs \$440

Total ODCs \$440.00
Grand Total \$46,690

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey Robinson Road Bridge Scour Repair Amendment No. 3, NMFS Coordination & Design		WRECO HOURS & DESIGN FEE WORKSHEET								
Task Description	LABOR							Total Hours	Total \$	
	Principal Engineer H. Long Hours	Supervising Engineer TBO Hours	Senior Engineer C. Sewell Hours	Associate Engineer TBO Hours	Staff Engineer TBO Hours	Technician TBO Hours	Clerical/Tech Editor TBO Hours			
Phase 0	PROJECT MANAGEMENT									
0.1	PROJECT MANAGEMENT							8	\$1,400	
0.2	PROJECT INITIATION									
0.3	COORDINATION MEETINGS									
0.4	DESIGN REVIEW MEETINGS									
0.5	CALTRANS LOCAL ASSISTANCE COORDINATION									
Phase I	PRELIMINARY ENGINEERING AND REPORTS									
1.1	TOPOGRAPHIC SURVEYING									
1.1.1	HYDRAULIC HEC-RAS CROSS-SECTIONS									
1.1.2	TOPOGRAPHICAL PLAN									
1.2	HYDROLOGIC AND HYDRAULIC ANALYSIS									
1.2.1	PRELIMINARY ASSESSMENT									
1.2.2	FIELD RECONNAISSANCE									
1.2.3	HYDROLOGIC DATA									
1.2.4	HYDRAULIC ANALYSIS							2	\$10,910	
1.2.5	SCOUR ANALYSIS									
1.2.6	COUNTERMEASURES DESIGN									
1.2.7	DESIGN HYDRAULIC STUDY REPORT									
1.3	GEOTECHNICAL INVESTIGATION									
1.4	UTILITY COORDINATION									
1.5	RIGHT-OF-WAY ENGINEERING									
1.6	RIGHT-OF-WAY ACQUISITION (BY COUNTY)									
1.7	ENVIRONMENTAL DOCUMENTS									
1.7.1	PROJECT INITIATION AND PROJECT DESCRIPTION									
1.7.1.1	KICK-OFF MEETING WITH PROJECT TEAM/FIELD REVIEW									
1.7.1.2	COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS									
1.7.1.3	PROJECT DESCRIPTION									
1.7.2	PREPARATION OF DRAFT TECHNICAL STUDIES									
1.7.2.1	NATURAL ENVIRONMENT STUDY (NES)									
1.7.2.2	JURISDICTIONAL DELINEATION (JD)									
1.7.2.3	BIOLOGICAL ASSESSMENT (BA)									
1.7.2.4	CULTURAL RESOURCES									
1.7.2.5	GEOLOGY									
1.7.2.6	HAZARDOUS MATERIALS									
1.7.2.7	HYDROLOGY AND WATER QUALITY									
1.7.2.8	FLOODPLAIN EVALUATION REPORT									
1.7.2.9	NOISE									
1.7.3	REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS									
1.7.4	FINAL TECHNICAL STUDIES									
1.7.5	PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ENVIRONMENTAL DOCUMENTS									
1.7.5.1	CIRCULATE DRAFT ED FOR PUBLIC REVIEW									
1.7.5.2	RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT									
1.7.6	FINAL ED									
1.7.7	PERMITTING									
1.7.8	MEETING/HEARING ATTENDANCE									
1.8	35% SUBMITTAL, PRELIMINARY DESIGN AND TYPE SELECTION:									
1.8.1	PRELIMINARY STRATEGY REPORT									
1.8.2	35% PRELIMINARY PLANS									
Phase II	FINAL DESIGN									
2.1	UNCHECKED DESIGN SUBMITTALS (65% PS&E)									
2.1.1	65% COMPLETE PLANS									
2.1.2	65% COMPLETE SPECIFICATIONS									
2.1.3	65% CONSTRUCTION COST ESTIMATE									
2.1.4	MEMORANDUM RESPONSE TO COMMENTS									
2.1.5	75% PLANS AND ESTIMATE - NEW AMEND NO. 3 TASK							1	\$12,750	
2.2	CHECKED DESIGN SUBMITTAL (95% PS&E)									
2.2.1	95% COMPLETE PLANS							1	\$5,230	
2.2.2	95% COMPLETE SPECIFICATIONS							1	\$2,255	
2.2.3	95% CONSTRUCTION COST ESTIMATE							1	\$2,255	
2.2.4	QA REVIEW									
2.2.5	MEMORANDUM RESPONSE TO COMMENTS									
2.3	FINAL DESIGN SUBMITTAL (100% PS&E)									
2.3.1	100% FINAL PLANS							1	\$7,000	
2.3.2	MEMORANDUM RESPONSE TO COMMENTS									
2.3.3	BID DOCUMENTS									
2.4	BIDDING PERIOD SERVICES									
Phase III	CONSTRUCTION									
3.1	CONSTRUCTION SUPPORT									
3.2	AS-BUILT PLANS									
Phase IV	SUPPLEMENTAL TASKS									
4.1	PUBLIC OUTREACH MEETING									
4.2	BIOLOGY TASKS									
<i>Pre-design</i>										
<i>NMFS Design Phase</i>										
<i>Pre-Permit Application Costs</i>										
4.2.1	SPECIAL STATUS PLANT SURVEYS									
4.2.2	CALP SITE ASSESSMENT AND FIELD SURVEYS SITE ASSESSMENT									
4.2.3	BAT DETECTION SURVEYS									
4.3	FULL FOOTING REHABILITATION SCOUR MITIGATION									
Total Hours		5		36	112	68	158	2	399	\$41,810
Loaded Billing Rate		260.00	185.00	175.00	115.00	90.00	85.00	75.00		
Cost		1,300		6,300	12,880	7,920	13,280	150	399	\$41,810
% of Total Hours by Classification		1%		8%	28%	22%	39%	1%	100%	
Notes:										
									ODCs	
									Travel /Per Diem	\$400.00
									Office Misc/Repro	
									Total ODCs	\$400.00
									Grand Total	\$42,210

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).

Table with PRODUCER (Greyling Ins. Brokerage/EPIC) and INSURED (TRC Engineers, Inc.; TRC Solutions, Inc.) information, including contact details for Jerry Noyola and a list of insurers (National Union Fire Ins. Co., XL Specialty Insurance Co., etc.) with their NAIC numbers.

COVERAGES CERTIFICATE NUMBER: 18-19 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.

Main table listing insurance coverages (A, B, C, D) with columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS. Includes details for Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The County of Monterey, its officers, employees and agents are additional insureds as respects general liability and automobile liability policies where required by written contract. This insurance is primary and non-contributory where required by written contract. A waiver of subrogation is applicable where required by written contract and allowed by law.

Table with CERTIFICATE HOLDER (County of Monterey) and 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.) sections.

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 shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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 – 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 shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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
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: 4773667 (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 Companies, Inc.
Endorsement Effective Date: 04/01/2018
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 12:01 A.M. 04/01/2018 forms a part of
policy No. 4773667 (AOS) issued to **TRC Companies, Inc.**

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.

74445 (10/99)


AUTHORIZED REPRESENTATIVE

ENDORSEMENT

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 04/01/2018 forms a part of Policy No. 022298275

Issued to **TRC Companies, Inc.**

By **National Union Fire Insurance Company of Pittsburgh, PA**

We have the 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% of the total estimated workers compensation premium for this policy.

WC 04 03 61 (11/90)


AUTHORIZED REPRESENTATIVE