



# Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066  
www.co.monterey.ca.us

## Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

**Agreement No.: A-12657; Amendment No.: 5**

- a. Approve Amendment No. 5 to Professional Services Agreement No. A-12657 with TRC Engineers, Inc. to provide bidding and construction support services associated with the completion of the Bradley Road Bridge Scour Repair, County Bridge No. 448, Request for Qualifications (RFQ) #10490, to: increase the not to exceed amount by \$222,008 for a total amount not to exceed \$974,381; and extend the expiration date for one (1) additional year through December 31, 2024, for a revised term from March 10, 2015 to December 31, 2024;
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 5 to Professional Services Agreement No. A-12657; and
- c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute future amendments to Professional Services Agreement No. A-12657 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.

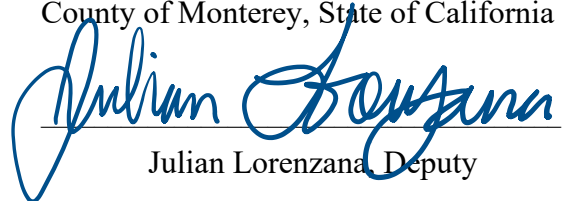
PASSED AND ADOPTED on this 23<sup>rd</sup> day of August 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams  
NOES: None  
ABSENT: None  
(Government Code 54953)

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 August 23, 2022.

Dated: August 26, 2022  
File ID: A 22-437  
Agenda Item No.: 63

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

  
Julian Lorenzana, Deputy

**AMENDMENT NO. 5  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
TRC ENGINEERS, INC.**

**THIS AMENDMENT NO. 5** to Professional Services Agreement No. A-12657 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-12657 with County on March 11, 2015 (hereinafter, "Agreement") to provide bridge design services (hereinafter, "services") for the Bradley Road Bridge Scour Repair, County Bridge No. 448 (hereinafter, "Project") through March 10, 2018 with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$495,247; and

**WHEREAS**, Agreement was amended by the Parties on August 18, 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**, Agreement was amended by the Parties on March 25, 2019 (hereinafter, "Amendment No. 3", including Exhibit A-2, Scope of Services/Payment Provisions) to update the indemnification provisions, to update the Rate Schedule, effective March 11, 2019, to extend the term for approximately thirty-four (34) additional months through December 31, 2021, and to increase the amount by \$257,126 which resulted in a total not to exceed amount of \$752,373; and

**WHEREAS**, Agreement was amended by the Parties on December 17, 2021 (hereinafter, "Amendment No. 4", including Exhibit A-3 – Contractor's and Subcontractors' Revised Rate Schedule) to update the provisions, to extend the term for two (2) additional years through December 31, 2023, to update the CONTRACTOR's Rate Schedule and subcontractors' loaded billing rates, effective January 1, 2023 with no increase in the not to exceed amount; and

**WHEREAS**, the final contract documents have been completed for the Project; and

**WHEREAS**, County has a need for bidding and construction support phase services including final closeout of the Project; and

**WHEREAS**, additional time and funding are necessary to allow CONTRACTOR to provide construction support for completion of the Project; and

**WHEREAS**, the Parties agree that the CONTRACTOR’s Rate Schedule and subcontractors’ loaded billing rates in Exhibit A-2 – Scope of Services/Payment Provisions of the Agreement remain valid through December 31, 2022; and

**WHEREAS**, CONTRACTOR’s Rate Schedule and subcontractors’ loaded billing rates with an effective date of January 1, 2023 in Exhibit A-3 – Scope of Services/Payment Provisions of the Agreement will remain valid through December 31, 2024; 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 \$222,008 for a total amount not to exceed \$974,381 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 5.

**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-2, 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-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 \$974,381.

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

6. This Amendment No. 5 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

7. The recitals to this Amendment No. 5 are incorporated into the Agreement and this Amendment No. 5.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: DocuSigned by:  
Angelica Ruelas  
4DFC1174E799451  
Contracts/Purchasing Officer

Date: 9/1/2022 | 10:36 AM PDT

TRC Engineers, Inc.  
Contractor's Business Name

By: DocuSigned by:  
Mark Imbriani  
E397A2E48791345E  
(Signature of Chair, President or Vice President)

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

By: DocuSigned by:  
Michael Whilden  
0F98C5BE9B6F476  
Michael Whilden  
Deputy County Counsel

Date: 7/25/2022 | 2:41 PM PDT

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

Date: 7/25/2022 | 8:59 AM PDT

By: DocuSigned by:  
Grant Ratkovic  
0F021EABE1D1E1E  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

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

Date: 7/25/2022 | 9:51 AM PDT

**Approved as to Fiscal Provisions**

By: DocuSigned by:  
Gary Giboney  
D3834BFEC1D8449  
Auditor/Controller

Date: 7/25/2022 | 2:46 PM PDT

**Approved as to Indemnity and Insurance Provisions  
Office of the County Counsel  
Leslie J. Girard, County Counsel**

By: \_\_\_\_\_  
Danielle P. Mancuso  
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.

## **EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

**To Professional Services Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
and  
TRC Engineers, Inc., hereinafter referred to as “CONTRACTOR”**

*Amendment No. 1 - Revised Rate Schedule, effective March 10, 2015.*

*Amendment No. 2 - Extended term of Agreement by one (1) additional year through March 10, 2019.*

*Amendment No. 3 Addressed additional environmental requirements; developed additional exhibits and increased coordination as well as implemented changes required by the United States Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS); extended term of Agreement by approximately thirty-four (34) additional months through December 31, 2021; implemented and environmentally cleared western construction access to the Project site; and revised Rate Schedule, effective March 11, 2019.*

*Amendment No. 4 – Extended term of Agreement by two (2) additional years through December 31, 2023 and revised Rate Schedules, effective January 1, 2023.*

*The previous scope of work has been completed, including delivering final contract documents. This Amendment No. 5 includes bidding and construction support phase services as desired by the County. Also included will be final closeout activities for the Bradley Road Bridge Scour Repair, County Bridge No. 448 (Project).*

The Project will result in the implementation of scour countermeasures to protect the substructure of the Bradley Road Bridge over the Salinas River.

### **SCOPE OF SERVICES**

The CONTRACTOR’s Scope of Services for the Project consists of the following Phase:

Phase III: Construction

*Based on the bids received and limited in-river permitted work window, the Project will require two (2) years of construction, significant biological monitoring and preconstruction surveys, as well as extended geotechnical observation during pile drilling and installation. Additional efforts will be required to secure Advance Construction (AC) funding from Caltrans as well as to convert AC back to Highway Bridge Program (HBP) construction funding. This requires additional construction support efforts. This Amendment No. 5 provides budget for the CONTRACTOR to provide these necessary services.*

### **PHASE 0: PROJECT MANAGEMENT**

No additional services proposed under Amendment No. 5 to this Agreement.

### **PHASE I: PRELIMINARY ENGINEERING AND REPORTS**

No additional services proposed under Amendment No. 5 to this Agreement.

## EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

### PHASE II: FINAL DESIGN

No additional services proposed under Amendment No. 5 to this Agreement.

#### 2.4 BIDDING PERIOD SERVICES

Work will be performed under Phase III, Construction, of the Project.

### PHASE III: CONSTRUCTION

#### 3.1 CONSTRUCTION SUPPORT

Upon approval by the County, the CONTRACTOR will be available to interpret plans, revise designs, check and accept shop drawings and falsework plans, and make site visits during construction. Tasks are listed below. The total amount increase listed for each task includes the sum of fees for CONTRACTOR and its subcontractors. A summary table of these fees by firm is included in the cost summary following this Scope of Services.

##### 3.1.1 BID PHASE SERVICES

CONTRACTOR shall respond to bidders' questions, review the bid summary, advise on aberrations or justification for high bids.

**Total Amount Increase: \$8,510.00**

##### 3.1.2 RESPOND TO CONTRACTOR REQUESTS FOR INFORMATION (RFI)

CONTRACTOR shall respond to RFIs from the Construction Contractor during construction. It is expected that the CONTRACTOR will receive the RFI directly from the Resident Engineer on behalf of the County. RFIs will be provided in a standard format in Microsoft Word. CONTRACTOR will respond to the RFI and return response to the Resident Engineer in a PDF format. The County will be copied on RFI responses.

**Total Amount Increase: \$20,020.00**

##### 3.1.3 SUBMITTAL REVIEWS

*CONTRACTOR will review and provide comments on shop plans through the Resident Engineer. This task includes a \$7,500 allowance for WRECO to review diversion plans or perform other hydraulic related tasks as may be required.*

**Total Amount Increase: \$23,050.00**

##### 3.1.4 CHANGE ORDER ASSISTANCE

CONTRACTOR shall assist in evaluating or modifying existing plans and specifications for incorporation into change orders prepared by the County. This task includes a \$5,000 allowance for Whitson and Associates, Inc. to prepare any revised right of way engineering.

**Total Amount Increase: \$18,670.00**

##### 3.1.5 SITE VISITS

One (1) member of the CONTRACTOR's staff shall prepare for and attend the preconstruction meeting with the County, the CONTRACTOR, and the County's construction management firm. CONTRACTOR shall attend a maximum of four (4) additional site visits to observe critical

## **EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

construction activities or as may be requested by the County. Additional site visits shall be reimbursed as Additional Services.

**Total Amount Increase: \$8,240.00**

### **3.1.6 PROJECT MANAGEMENT AND CALTRANS COORDINATION**

CONTRACTOR shall manage the work related to this Amendment No. 5 including quality control of deliverables, documentation, maintaining files, and preparing monthly progress reports.

CONTRACTOR shall provide additional coordination with Caltrans Local Assistance. Work shall include preparation of an Exhibit 3A/6D package and coordination efforts to attempt to secure the additional HBP funding to cover the costs of higher than estimated construction costs including construction engineering work required hereunder.

**Total Amount Increase: \$18,400.00**

### **3.1.7 GEOTECHNICAL OBSERVATION**

CONTRACTOR shall provide geotechnical services by observing foundation construction and answering questions related to geotechnical considerations, to the extent of budget for this task including that for subconsultant Parikh Consultants, Inc.

**Total Amount Increase: \$91,245.00**

### **3.1.8 ENVIRONMENTAL COORDINATION**

CONTRACTOR will provide consultation regarding resource agency requirements or requests for information. It is understood that the Construction Contractor and its Contractor-supplied Biologist are responsible for obtaining any permits required for construction in addition to those the County has obtained.

**Total Amount Increase: \$22,390.00**

### **3.1.9 EXPENSES**

CONTRACTOR will be reimbursed for travel and other direct costs.

**Total Amount Increase: \$6,688.00**

## **3.2 AS-BUILT PLANS**

### **3.2.1 AS-BUILT PLANS**

*CONTRACTOR will prepare As-built Plans at the conclusion of the construction activities to reflect the as-built construction details.*

**Total Amount Increase: \$4,795.00**

***PREVIOUSLY AUTHORIZED BUDGET FOR PHASE 0, I, II AND III: \$566,632.00***

***TOTAL AMOUNT INCREASE FOR PHASE 0, I, II, AND III: \$222,008.00***

***GRAND TOTAL FOR PHASE 0, I, II AND III: \$788,640.00***

**EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

**PHASE IV: SUPPLEMENTAL SERVICES**

No additional services proposed under Amendment No. 5 to this Agreement.

***PREVIOUSLY AUTHORIZED BUDGET FOR PHASE IV: \$185,741.00***

***TOTAL AMOUNT INCREASE FOR PHASE IV: \$0.00***

***GRAND TOTAL FOR PHASE IV: \$185,741.00***

***GRAND TOTAL OF AGREEMENT: \$974,381.00***

**WORK NOT INCLUDED**

This Scope of Services does not include tasks identified as not included in the Scope of Services:

- Construction contract administration.

**MATERIALS, INFORMATION AND DATA TO BE PROVIDED BY THE COUNTY**

- RFIs, Submittals, signed contract change orders (CCOs), red-lined as-built plan markups.

**WORK PERFORMED BY THE COUNTY**

The County will perform tasks as identified in the above Scope of Services and the following:

- Construction contract administration.

PHASE III, CONSTRUCTION PHASE SERVICES, ARE INCLUDED AND DESCRIBED IN EXHIBIT A-4 OF THIS AGREEMENT TO ALLOW FOR COMPLETION OF THE IDENTIFIED SERVICE WITHIN A SPECIFIC TIMEFRAME. A BUDGET HAS BEEN ALLOCATED IN THE HOURS AND DESIGN FEE ESTIMATE WORKSHEET TO ALLOW FOR COMPLETION OF ANY IDENTIFIED SERVICE WITHIN THE SPECIFIC TIMEFRAMES. HOWEVER, ALL WORK IS TO BE REIMBURSED ON A TIME AND MATERIALS BASIS, SHOULD ADDITIONAL WORK FOR ANY TASK IDENTIFIED IN EXHIBIT A-4 BE REQUIRED, CONTRACTOR WILL PRESENT THE COST ASSOCIATED WITH THE ADDITIONAL WORK TO THE COUNTY PROJECT MANAGER AND WITH THE COUNTY PROJECT MANAGER'S WRITTEN APPROVAL, BE AUTHORIZED TO PROCEED. THE TOTAL COST FOR ALL ADDITIONAL SERVICES SHALL NOT EXCEED THE AUTHORIZED BUDGET AMOUNT APPROVED UNDER THIS AGREEMENT WITHOUT AN EXECUTED AMENDMENT TO THIS AGREEMENT.

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



**EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS****PAYMENT PROVISIONS****PHASE III - BASIC SERVICES:**

1. CONTRACTOR shall be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's Rate Schedule, effective March 11, 2019 as approved in Exhibit A-2 of Amendment No. 3 to the Agreement through December 31, 2022, and the CONTRACTOR's and Subcontractors' Revised Rate Schedule, effective January 1, 2023 as approved in Exhibit A-3 of Amendment No. 4 to the Agreement. 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 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 this policy is available online at: <https://www.co.monterey.ca.us/home/showdocument?id=69364>. 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.

**TOTAL COMPENSATION**

The specific rates of compensation specified in CONTRACTOR's Rate Schedule and subcontractor's loaded billing rates in Exhibit A-2 of the Agreement remain valid through December 31, 2022 and the CONTRACTOR's and subcontractor's Revised Rate Schedule in Exhibit A-3 of the Agreement are effective on January 1, 2023, respectively, 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, all work shall be considered Basic Services and reimbursed on a time and materials basis.

The total amount payable by County for work under this Agreement for Basic Services (Phase 0, I, II and III) in the amount of \$566,632.00 shall be increased by \$222,008.00 for a total not to exceed amount of \$788,640.00. 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 Supplemental Services (Phase IV) in the amount of \$185,741.00 shall be increased by \$0.00 for a total not to exceed amount of \$185,741.00. 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 \$222,008.00 for a total Agreement amount not to exceed \$974,381.00. Any further increase to the amount must be authorized by County through an amendment to this Agreement.

**EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

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\*1582), Project name 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](mailto:PWFP-Finance-AP@co.monterey.ca.us):

County of Monterey  
Department of Public Works, Facilities and Parks (PWFP) – Finance Division  
1441 Schilling Place, South 2<sup>nd</sup> 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](mailto:PWFP-Finance-AP@co.monterey.ca.us)

**EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS****TRC ENGINEERS, INC.  
COST FOR BASIC AND SUPPLEMENTAL SERVICES****PROJECT**County of Monterey  
Bradley Road Bridge Scour Repair

FIRM	BASIC		SUPPLEMENTAL		TOTAL		GRAND TOTAL
	LABOR	ODCS	LABOR	ODCS	LABOR	ODCS	
TRC	\$ 40,755	\$ 1,992	\$ -	\$ -	\$ 40,755	\$ 1,992	\$ 42,747
QUINCY	\$ 51,920	\$ 1,280	\$ -	\$ -	\$ 51,920	\$ 1,280	\$ 53,200
LSA	\$ 20,000	\$ 2,000	\$ -	\$ -	\$ 20,000	\$ 2,000	\$ 22,000
PARIKH	\$ 90,145	\$ 1,416	\$ -	\$ -	\$ 90,145	\$ 1,416	\$ 91,561
WRECO	\$ 7,500	\$ -	\$ -	\$ -	\$ 7,500	\$ -	\$ 7,500
WHITSON	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000
<b>TOTALS</b>	<b>\$ 215,320</b>	<b>\$ 6,688</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 215,320</b>	<b>\$ 6,688</b>	<b>\$ 222,008</b>
	<b>\$222,008</b>		<b>\$0</b>		<b>\$222,008</b>		

\* ODC - Other Direct Costs

Notes:

6/05/2022: All work is bid and construction support, Phase III.

FEE BREAKDOWN BY FIRM BY TASK							
FIRM	QUINCY	TRC	LSA	PARIKH	WRECO	WHITSON	TOTAL
<b>TASK</b>							
3.1.1	\$4,020	\$4,490					\$8,510
3.1.2	\$11,780	\$8,240					\$20,020
3.1.3	\$10,650	\$4,900			\$7,500		\$23,050
3.1.4	\$6,770	\$6,900				\$5,000	\$18,670
3.1.5	\$6,380	\$1,860					\$8,240
3.1.6	\$8,110	\$10,290					\$18,400
3.1.7	\$0	\$1,100		\$90,145			\$91,245
3.1.8		\$2,390	\$20,000				\$22,390
3.2	\$4,210	\$585					\$4,795
<b>EXPENSES</b>	\$1,280	\$1,992	\$2,000	\$1,416			\$6,688
<b>TOTAL</b>	<b>\$53,200</b>	<b>\$42,747</b>	<b>\$22,000</b>	<b>\$91,561</b>	<b>\$7,500</b>	<b>\$5,000</b>	<b>\$222,008</b>

**A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

COUNTY OF MONTEREY  
 BRADLEY ROAD BRIDGE SCOUR REPAIR  
 AMENDMENT NO. 5 TO AGREEMENT - CONSTRUCTION PHASE SERVICE

TRC ENGINEERS, INC.  
 DESIGN FEE ESTIMATE WORKSHEET

Date: 07/19/22  
 Overhead %: 0%  
 Profit %: 0%

Project: 226648 19-Jul-22  
 Increase: 0.0% 04:34:07 PM  
 Sub administration: 0%

Expenses	
Description	Amount
Travel	
Airfare (round trips)	\$0.00
Mileage	\$650.00
Lodging	\$300.00
Per Diem	\$68.00
Car Rental	\$200.00
Misc.	\$200.00
<b>Travel Subtotal</b>	<b>\$1,418.00</b>
Other Direct Costs (ODC)	\$573.70
Subconsultants Admin. Costs	\$0.00
<b>ODC Subtotal</b>	<b>\$573.70</b>
<b>Total</b>	<b>\$1,992</b>

Subconsultants	
Name	Amount
LSA Associates, Inc.	\$22,000.00
Parikh Consultants, Inc.	\$91,561.00
Quincy Engineering, Inc.	\$53,200.00
Whitson & Associates, Inc.	\$5,000.00
WRECO	\$7,500.00
<b>Total</b>	<b>\$179,261</b>

Total Fee Estimate	
Labor	\$40,755.00
Subconsultants	\$179,261.00
Expenses	\$1,992
<b>Total</b>	<b>\$222,008</b>

### A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

COUNTY OF MONTEREY  
 BRADLEY ROAD BRIDGE SCOUR REPAIR  
 AMENDMENT NO. 5 TO AGREEMENT - CONSTRUCTION PHASE SERVICES

TRC ENGINEERS, INC.  
 DESIGN FEE ESTIMATE WORKSHEET  
 2022

Date: 07/19/22  
 Start Date: 4/1/2022  
 End Date: 12/31/2023

Project: 226648

Increase:  
 Sub admin:  
 Overhead %:  
 Profit %:


#### LABOR

Task #	Phase Description	Principal		Project Manager		Project Engineer		Senior Engineer		Engineer II		CADD Supervisor		CADD Technician		Desktop Publisher		Administrative Assistant		Total Hours	Total \$	Phase Subtotals		% of Total														
		Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate			Hrs	\$															
<b>PHASE III - Construction Phase</b>																							213.5	\$40,755.00		100%												
3.1.1	Bid Phase Services			8		5.79		4		2								4		23.7895	\$4,490.00		11%															
3.1.2	Responses to Requests for Information (assume 20 RFIs @ 0.5 hrs ea)			4		19.68		16		4								4		47.6842	\$8,240.00		22%															
3.1.3	Submittal Reviews			4		6.00		8		8								4		30	\$4,900.00		14%															
3.1.4	Change Order Assistance			8		10.84		8		8								4		38.8421	\$6,900.00		18%															
3.1.5	Site Visits			4		0.74		4												8.73684	\$1,860.00																	
3.1.6	Project Mgmt. & Caltrans Coordination			32		7.84												2		41.8421	\$10,290.00		20%															
3.1.7	Geotechnical Observation			2		0.42		2										2		6.42105	\$1,100.00		3%															
3.1.8	Environmental Coordination			4		2.95		2		2								2		12.9474	\$2,390.00		6%															
3.2	Record Drawing Preparation			1		1.24												1		3.23684	\$585.00		2%															
Totals Page 1		Hrs	Rate	Hrs	Rate	67	270.0	Hrs	Rate	55.5	190.0	Hrs	Rate	44	160.0	Hrs	Rate	24	135.0	Hrs	Rate	150.0	150.0	Hrs	Rate	100.0	80.0	Hrs	Rate	23	1840	214	\$40,755.00	213.5	\$40,755.00	100%		
Fee/Classification						18090		10545		7040		3240																										
% of Total Hours/Classification						31%		26%		21%		11%																										

**TRC ENGINEERS, INC.** **EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS**  
**FEE ESTIMATE WORKSHEET**

**Travel**

From	Rancho Cordova						
To	Bradley Road Bridge Scour Repair						
# of people	1						
# of days	1	# of nights		2			
# of trips	2						

	Rate		#			#		
Airfare (round trips)		x		trips	x		people	= 8
Mileage	\$0.625	x	520	miles	x	2	trips	=
Lodging	\$150.00	x	2	nights	x	1	people	=
Per Diem	\$34.00	x	2	days	x	1	people	=
Car rental	\$50.00	x	4	days	x	1	people	=
Miscellaneous (gas for rental)	\$200.00	x	1	units	x	1	units	=
<b>Total Travel</b>								<b>\$1,418.00</b>

**ODC's**

	Rate		#				
Mail	\$0.56	x	5	pieces			=
Overnight mail	\$10.48	x	5	pieces			=
Copies	\$0.07	x	50	copies			=
Prints (22x34)	\$2.50	x	0	prints			=
Vellums (22x34)	\$7.50	x	2	prints			=
Mylars (22x34)	\$15.00	x	0	prints			=
Miscellaneous	\$500.00	x	1	units			=
<b>Total ODC's</b>							<b>\$573.70</b>

**Total Travel and ODC's** **\$1,991.70**

Note: Total amount of \$1,991.70 is rounded to the nearest dollar, to \$1,992.



**ACORD****CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/26/2022

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).

<b>PRODUCER</b> <b>Greyling Ins. Brokerage/EPIC</b> <b>3780 Mansell Road, Suite 370</b> <b>Alpharetta, GA 30022</b>	<b>CONTACT NAME: Jerry Noyola</b>	
	<b>PHONE (A/C, No, Ext): 770-220-7699</b>	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS: jerry.noyola@greyling.com</b>		
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A : National Union Fire Ins. Co.</b>	<b>NAIC # 19445</b>
<b>INSURED</b>  <b>TRC Engineers, Inc.; TRC Solutions, Inc.</b> <b>TRC Companies, Inc., 6 Executive</b> <b>Circle, Suite 200</b> <b>Irvine, CA 92614</b>	<b>INSURER B : Allied World Assurance Company (U.S.)</b>	<b>19489</b>
	<b>INSURER C : Evanston Insurance Company</b>	<b>35378</b>
	<b>INSURER D : New Hampshire Ins. Co.</b>	<b>23841</b>
	<b>INSURER E : AIU Insurance Company</b>	<b>19399</b>
	<b>INSURER F : Steadfast Insurance Company</b>	<b>26387</b>

**COVERAGES**

CERTIFICATE NUMBER: 22-23

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	04/01/2022	04/01/2023	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>25,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	<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)	04/01/2022 04/01/2022	04/01/2023 04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ <b>5,000,000</b> 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 checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			03127873 MKLV2EFX100862	04/01/2022 04/01/2022	04/01/2023 04/01/2023	EACH OCCURRENCE \$ <b>9,000,000</b> AGGREGATE \$ <b>9,000,000</b> \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC022298274 (AOS) WC022298275 (CA)	04/01/2022 04/01/2022	04/01/2023 04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
F	<b>Prof. Liab. incl.</b> <b>Poll. Liability</b>			PEC019684306	04/01/2022	04/01/2023	<b>Per Claim \$5,000,000</b> <b>Aggregate \$5,000,000</b>

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

*Did. N. Collings*

POLICY NUMBER: GL5341999

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU 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.

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
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.

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.

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.

<b>Named Insured:</b> TRC Engineers, Inc.; TRC Solutions, Inc.
<b>Endorsement Effective Date:</b> 04/01/2022

**SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b> 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. 04/01/2022 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**

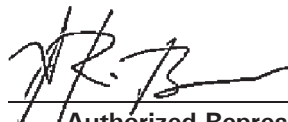
*This endorsement modifies insurance provided under the following:*

**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 **04/01/2022** forms a part of Policy No. **WC 022-29-8275**

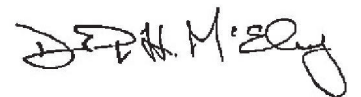
Issued to **TRC COMPANIES, LLC**

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 \_\_\_\_\_



**Authorized Representative**