

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
TRC ENGINEERS, INC.**

THIS AMENDMENT NO. 2 to the Professional Services Agreement 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 County and CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on December 28, 2010, (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on February 1, 2012 (hereinafter, "Amendment No. 1"); and

WHEREAS, Task 1.A, Project Startup and Survey Coordination, Task 1.D, Pathway Planning Studies, Task 1.G, Feasibility Report, Task 1.I, Environmental, Task 1.J, Phase 1 Initial Site Assessment, Task 1.P, Visual Impact Assessment, and Task 1.Q, Move Alignment in Caltrans Right-of-Way, for the Castroville Railroad Crossing Bicycle/Pedestrian Path (hereinafter, "Project") have been completed; and

WHEREAS, due to the delay caused by negotiations with Caltrans for the re-alignment of the Project into the Caltrans right-of-way, additional time is necessary to complete the remaining tasks related to the Project; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to December 28, 2013 with no associated dollar amount increase to allow CONTRACTOR to continue to provide tasks identified in the Agreement.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

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

The term of this Agreement is from December 28, 2010 to December 28, 2013, unless sooner terminated pursuant to the terms of this Agreement.
2. The Project Schedule referenced in Amendment No. 1, Exhibit A-1 – Scope of Services/Payment Provisions, is hereby amended to extend through December 28, 2013, to conform to the amended term of the Agreement.
3. All other terms and conditions of the Agreement remain unchanged and in full force.

4. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 2 to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: 12-7-12

**Approved as to Form and Legality
Office of the County Counsel**

By: Cynthia A. Anderson
Deputy County Counsel

Date: 12-4-12

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 11/29/12

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR*

TRC Engineers, Inc.
Contractor's Business Name

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

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

Date: 11/26/12

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

Its: James Imbriani, Asst Sec
(Print Name and Title)

Date: 11/26/12

ENTERED
DEC 06 2012
CCC

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

4. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 2 to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

TRC Engineers, Inc.
Contractor's Business Name

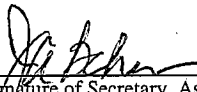
Date: _____

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

Its: _____
(Print Name and Title)

Date: _____

**Approved as to Form and Legality
Office of the County Counsel**

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

By: _____
Deputy County Counsel

Its: James Baker Asst Sec
(Print Name and Title)

Date: _____

Date: 11/28/12

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

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 to whom or to which you are required to provide additional insured status in a written contract or written agreement executed prior to the loss except where such or agreement is prohibited by law.	Any location where you have agreed through written contract, agreement or permit, executed prior to the loss, to provide additional insured coverage.
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.

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.

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization to whom or to which you are required to provide additional insured status in a written contract or written agreement executed prior to the loss except where such contract or agreement is prohibited by law.	Any location where you have agreed, through written contract, agreement or permit, executed prior to the loss, to provide additional insured coverage for completed operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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".



Other Insurance Amendment – Primary And Non-Contributory

Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
GLO5472507-00	07/01/2012	07/01/2013	35266000	N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: TRC Companies
Address (including ZIP Code): 21 Griffin Road North, Windsor, CT 06095

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

SECTION IV. COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, is amended per the following:

1. The following paragraph is added under **a. Primary Insurance**:

This insurance is primary insurance as respects our coverage to an additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added under **b. Excess Insurance**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

Policy Number: BAP5472506-00

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS 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" 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.

Endorsement Effective: 07/01/12	Countersigned By:
Named Insured: TRC Companies, Inc.	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.



COUNTY OF MONTEREY PURCHASE ORDER

ORDER DATE 02-04-2013

SC 3000 0000003045

IMPORTANT

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

VENDOR TRC ENGINEERS INC 10680 White Rock Road Ste 100 Rancho Cordova CA 95670	SHIP TO PUBLIC WRK 168 W. ALISAL ST., 2ND FLOOR SALINAS CA 93901	BILL TO PUBLIC WRK 168 W ALISAL ST 2ND FLOOR SALINAS CA 93901
VENDOR NUMBER: CV000000492		
DELIVERY DATE: _____ F.O.B.: _____		

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
1	0.0			PURCH DESC: PROFESSIONAL SERVICES AGREEMENT (PSA) NO. A-11906 BETWEEN TRC ENGINEERS, INC AND THE COUNTY OF MONTEREY TO PROVIDE PRELIMINARY ENGINEERING AND ENVIRONMENTAL SERVICES FOR PHASE 1 OF THE CASTROVILLE RAILROAD CROSSING BICYCLE/PEDESTRIAN PATH (RFQ/RFP) #10197) FOR A TOTAL AMOUNT NOT TO EXCEED \$329,509.71. *****CHANGE ORDER***** AMENDMENT #1 INCREASE THE AMOUNT OF THE PSA BY \$67,237.38 FOR A TOTAL AMOUNT NOT TO EXCEED \$396,747.09. ALSO EXTENDS THE TERM FROM DECEMBER 28, 2011 THROUGH DECEMBER 28, 2012. *****CHANGE ORDER***** AMENDMENT #2 INCREASES THE TERM OF THE AGREEMENT FROM DECEMBER 28, 2010 TO DECEMBER 28, 2013. **THIS PURCHASE ORDER IS VALID FROM 07/01/2012 THROUGH 06/30/13. AND IS A CONTINUATION OF PO# SC0000002018**. COMM LINE DESC: Construction In Progress/Project in Progress MSDS: Not Required 002 - 3000 - 8195 - RMA012 - 7551 - - 8622 - 8622 - 125219.27	.00	.00	125,219.27
ORDER TOTAL							125,219.27

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at http://www.co.monterey.ca.us/admin/terms_conditions.htm

TAX EXEMPTION INFORMATION: FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524	COUNTY BUYER INFORMATION Jaime Ayala EMAIL: ayalaj@co.monterey.ca.us TELEPHONE: (831)755-4998 x4998
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AUTHORIZED BY COUNTY OF MONTEREY
 DEPUTIZED PURCHASING AGENT

CONTRACTS/PURCHASING DIVISION
 168 W. Alisal St. 3rd Floor, Salinas, CA 93901
 PAGE NUMBER: 1 OF 1

PRINT DATE: 02/14/13