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**AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
TRC ENGINEERS, INC.**

THIS AMENDMENT NO. 4 to Professional Services Agreement No. A-12680 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and TRC Engineers, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Professional Services Agreement No. A-12680 with County on April 21, 2015 (hereinafter, "Agreement") to provide bridge design services (hereinafter, "services") for the Hartnell Road Bridge Replacement, County Bridge No. 209 (hereinafter, "Project") through April 7, 2018 with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$554,470; and

WHEREAS, Agreement was amended by the Parties on August 17, 2015 (hereinafter, "Amendment No. 1", including Exhibit A-1, Revised Rate Schedule) to update the Rate Schedule, effective April 7, 2015, with no extension to the term and with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on March 8, 2018 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through April 7, 2019 with no increase in the not to exceed amount; and

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

WHEREAS, the additional right-of-way necessary to construct the Project has been successfully negotiated and acquired; and

WHEREAS, all regulatory permits for the Project have been obtained; and

WHEREAS, the Parties agree that the Rate Schedule in Exhibit A-1 – Revised Rate Schedule of the Agreement remains valid through December 31, 2021; and

WHEREAS, CONTRACTOR's Rate Schedule requires an update effective January 1, 2022; and

WHEREAS, additional services are required to address adjacent landowners' concerns in the design features of the Project and to satisfy the permitting requirements of the Regional Water Quality Control Board (RWQCB) for completion of the Project; and

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

Amendment No. 4 to Professional Services Agreement No. A-12680
TRC Engineers, Inc.
Hartnell Road Bridge Replacement (RFQ #10490)
RMA – Public Works, Parks and Facilities
Term: April 7, 2015 – December 31, 2022
Not to Exceed: \$673,360

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to December 31, 2022, to update the Rate Schedule, and to increase the amount by \$118,890 for a total amount not to exceed \$673,360 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 4.

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

1. Amend the first sentence of Paragraph 1., "Services to be Provided", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits A, A-1 and A-2** in conformity with the terms of this Agreement.

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

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A, A-1 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 \$673,360.00.

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

The term of this Agreement is from April 7, 2015 to December 31, 2022, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4., "Additional Provisions/Exhibits", by adding "Exhibit A-2, Scope of Services/Payment Provisions".

5. The "Project Schedule" referenced in the Agreement, Exhibit A - Scope of Services/Payment Provisions, is hereby amended to extend through December 31, 2022, to conform to the amended term of the Agreement.

6. In all places within the Agreement, any reference to County's email address of RMA-Finance-AP-GP@co.monterey.ca.us for invoicing, is hereby replaced with RMA-Finance-AP@co.monterey.ca.us.

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

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

9. The recitals to this Amendment No. 4 are incorporated into the Agreement and this Amendment No. 4.

Amendment No. 4 to Professional Services Agreement No. A-12680
TRC Engineers, Inc.
Hartnell Road Bridge Replacement (RFQ #10490)
RMA – Public Works, Parks and Facilities
Term: April 7, 2015 – December 31, 2022
Not to Exceed: \$673,360

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 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

Date: _____

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

By: DocuSigned by:
Mary Grace Perry
C83342707AC641A...
Mary Grace Perry
Deputy County Counsel

Date: 6/15/2020

Approved as to Fiscal Provisions

By: DocuSigned by:
Burcu Mousa
811C333563B9474...
Auditor/Controller

Date: 6/16/2020

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

By: _____

Name: _____

Title: _____

Date: _____

TRC Engineers, Inc.
Contractor's Business Name

By: *Mark A. Imbriani*
(Signature of Chair, President or Vice President)

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

Date: 06/12/2020

By: Grant J Ratkovic
Digitally signed by Grant J Ratkovic
DN: cn=Grant J Ratkovic, o=, email=gratkovic@trccompanies.com, c=US
Date: 2020.06.11 17:42:29 -0700
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Its: Grant Ratkovic - Asst. Secretary
(Print Name and Title)

Date: 6/11/2020

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

Amendment No. 4 to Professional Services Agreement No. A-12680
TRC Engineers, Inc.
Hartnell Road Bridge Replacement (RFQ #10490)
RMA – Public Works, Parks and Facilities
Term: April 7, 2015 – December 31, 2022
Not to Exceed: \$673,360

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”

Based on the results of the consultation with the Regional Water Quality Control Board (RWQCB), an extensive revegetation of the Hartnell Road Bridge Replacement, County Bridge No. 209 (Project) site is required as a condition of issuance of their 401 permit. Further, negotiations with landowners and utility companies has resulted in the requirement to design certain Project site improvements and coordinate certain utility relocations. Significant effort is expected to negotiate and satisfy these landowners as well as obtain right-of-way (ROW) certification to allow the Project to be constructed. This Amendment No. 4 addresses the requirements placed on the Project and will result in Plans, Specifications & Engineering Estimate (PS&E) and ROW certifications as well as securing full Federal Highway Bridge Program (HBP) funding to cover the costs incurred hereunder (100% reimbursement).

The CONTRACTOR’s Scope of Services for the Project consists 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

0.5 CALIFORNIA DEPARTMENT OF TRANSPORTATION (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 secure the additional HBP funding to cover the costs of the extra design and construction work required hereunder.

DELIVERABLES

- *Local Assistance Procedure Manual (LAPM) Exhibit 6D/3A Funding Request Package for Additional Professional Engineering (PE) and ROW Funding*

Total Amount Increase: \$0.00

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

PHASE I: PRELIMINARY ENGINEERING AND REPORTS

1.7 ENVIRONMENTAL DOCUMENTS

1.7.7 PERMITTING

1.7.7.3 SECTION 401 WATER QUALITY CERTIFICATION

1.7.7.3.1 Additional Coordination with Responsible/Cooperating Agencies and Other Stakeholders

COORDINATION

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 requirements. These agencies are expected to include Caltrans Environmental Staff, California Department of Fish and Wildlife (CDFW), Central Coast Regional Water Quality Control Board (CCRWQCB), and the United States Army Corps of Engineers (USACE), in addition to County. CONTRACTOR shall also coordinate 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 or conference calls, 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.

REVEGETATION PLAN

CONTRACTOR shall develop a revegetation plan document depicting required mitigation planting areas and plant counts as well as Geographic Information System (GIS) documentation of the different habitat areas. This document will be submitted to Caltrans and resource agencies for review and approval. Upon incorporation of agency comments and approval of the plan document, permit applications can be filed. LSA Associates, Inc., subconsultant to CONTRACTOR, will continue to provide environmental services for the Project.

DELIVERABLES

- Meeting Notes and Action Items
- Revegetation Plan Document

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Total Amount Increase: \$30,800.00

PHASE II: FINAL DESIGN

2.1 UNCHECKED DESIGN SUBMITTALS (65% PS&E)

2.1.5 65% REVEGETATION PLANS AND ESTIMATE (P&E)

CONTRACTOR shall develop revegetation plans and a cost estimate based on the revegetation plan approved under Task 1.7.7.3 of this Exhibit A-2. Selection of revegetation materials will utilize location-appropriate native planting palettes. It is anticipated that these plans shall include general areas of planting along with layout of specific plants using the Project survey and design plans as a basis. The plans will include design details for construction. The plans shall be submitted to County, Caltrans, CDFW, and CCRWQCB for review and comment. WRECO, subconsultant to CONTRACTOR, will continue to provide hydraulic services for the Project.

Total Amount Increase: \$26,022.00

2.1.6 AGENCY COORDINATION, CONSULTATION, SURVEYS, AND PROJECT MANAGEMENT

CONTRACTOR shall coordinate the team activities during the development of the revegetation plans and estimate. Consultation with Caltrans and resource agencies shall be performed to obtain approval of the P&E. Topographic surveys shall be performed to obtain data for the revegetation design as well as the additional ROW accommodation and utility relocation work described in other tasks hereunder. Whitson and Associates, Inc. dba Whitson Engineers, subconsultant to CONTRACTOR, will continue to provide surveying services for the Project. CONTRACTOR shall perform project management activities in implementing these additional services.

Total Amount Increase: \$20,103.00

DELIVERABLES

- *65% Revegetation P&E*
- *Responsible/Cooperating Agency Coordination and Conversation Confirmers and Meeting Notes*
- *Topographic Surveys 30800*
- *Progress Reports*

Total Amount Increase: \$46,125.00

2.2 CHECKED DESIGN SUBMITTAL (95% PS&E)

2.2.6 95% REVEGETATION PS&E

CONTRACTOR shall develop revegetation plans to the 95% completion level and

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

prepare special provisions and a cost estimate for incorporation into the overall Project PS&E.

Total Amount Increase: \$0.00 (included in Task 2.1.5)

PHASE III: CONSTRUCTION

No additional services proposed under Amendment No. 4 to this Agreement.

TOTAL AMOUNT INCREASE FOR PHASE 0, I, II, AND III: \$76,925.00

GRAND TOTAL FOR PHASE 0, I, II AND III: \$593,495.00

PHASE IV: SUPPLEMENTAL SERVICES

4.1 TEMPORARY BRIDGE OR CULVERT DESIGN

4.1.1 DEWATERING AND DIVERSION SYSTEM DESIGN AND PS&E

CONTRACTOR shall develop a dewatering plan and diversion system to route flow around the Project site during construction. The design will incorporate the existing detention pond on the parcel at the northeast corner of the Project. Coordination with the landowner will be required to implement the system and not interfere with landowner operations.

Total Amount Increase: \$12,000.00

4.1.2 ADDITIONAL UTILITY COORDINATION AND ROW ACCOMMODATION DESIGN

CONTRACTOR shall coordinate utility relocations required to accommodate the landowners on the northwest side of the Project as well as construction of the Project. Additional ROW will be required to accommodate the utility facilities. CONTRACTOR shall coordinate with County, landowners, and utility representatives in the course of this work. On the southeast side of the Project, CONTRACTOR shall design a gabion trench to protect the downstream creek bank as well as a small timber retaining wall to maintain access to a well point.

Total Amount Increase: \$29,965.00

TOTAL AMOUNT INCREASE FOR PHASE IV: \$41,965.00

GRAND TOTAL FOR PHASE IV: \$79,865.00

GRAND TOTAL OF AGREEMENT: \$673,360.00

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

PHASE IV, SUPPLEMENTAL SERVICES, ARE INCLUDED AND DESCRIBED IN EXHIBIT A-2 OF THIS AGREEMENT TO ALLOW FOR COMPLETION OF THE IDENTIFIED SERVICES WITHIN A SPECIFIC SURVEY TIMEFRAME. A BUDGET HAS BEEN ALLOCATED IN THE HOURS AND DESIGN WORKSHEET TO ALLOW FOR COMPLETION OF ANY IDENTIFIED SERVICE WITHIN THE SPECIFIC TIMEFRAMES. SHOULD A SUPPLEMENTAL SERVICE IDENTIFIED IN EXHIBIT A-2 BE REQUIRED, CONTRACTOR SHALL PRESENT THE COST ASSOCIATED WITH THE SUPPLEMENTAL SERVICE TO COUNTY PROJECT MANAGER AND WITH COUNTY PROJECT MANAGER'S WRITTEN APPROVAL, BE AUTHORIZED TO PROCEED. THE TOTAL COST FOR ALL SUPPLEMENTAL SERVICES SHALL NOT EXCEED THE AUTHORIZED SUPPLEMENTAL SERVICES BUDGET AMOUNT APPROVED UNDER THIS AGREEMENT WITHOUT AN EXECUTED AMENDMENT TO THIS AGREEMENT.

ANY ADDITIONAL SERVICES REFERENCED IN THIS EXHIBIT A-2 OF THIS AGREEMENT WHICH DO NOT INCLUDE A COST SHALL NOT BE PROVIDED BY CONTRACTOR UNLESS PRESENTED TO AND AUTHORIZED BY COUNTY IN WRITING VIA AN EXECUTED AMENDMENT TO THIS AGREEMENT.

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

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 Rate Schedule attached hereto. The specified hourly rates include direct salary costs, employee benefits, overhead, and fee.
2. In addition, CONTRACTOR shall be reimbursed for incurred (actual) direct costs other than salary and subconsultant costs. CONTRACTOR shall 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 shall provide a detailed breakdown of authorized expenses, identifying what was expended and when.
4. CONTRACTOR shall invoice monthly for payment of services provided and costs incurred, including actual hours worked by task, staff member and associated cost which was incurred during the previous month.

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 Rate Schedule 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 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 Rate Schedule are not adjustable and are valid through the remaining term of this Agreement (December 31, 2022). A rate increase may be negotiated according to Section 13.0, Agreement Terms and Conditions, of RFQ #10490 – On-Call Bridge Design Services for Monterey County Bridge Projects.

For billing purposes work shall be segregated between Basic Services and Supplemental Services: The total amount payable by County for work under this Agreement for Basic Services (Phase 0, I, II and III) in the amount of \$516,570 shall be increased by \$76,925 for a total not to exceed amount of \$593,495. Any further increase to the amount must be authorized by County through an executed amendment to this Agreement.

The total amount payable by County for work under this Agreement for Supplemental Services (Phase IV) in the amount of \$37,900 shall be increased by \$41,965 for a total not to exceed amount of sum of \$79,865. Any further increase to the amount must be authorized by County through an executed amendment to this Agreement.

The total amount payable by County for work under this Agreement for Basic Services and Supplemental Services **is increased by \$118,890 for a total Agreement amount not to exceed**

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

\$673,360, unless authorized by County through an executed amendment to this Agreement.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, “Payment Conditions”, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number (MYA #3000*1656), Project Name and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP@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@co.monterey.ca.us

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

ID	Task No.	Task Name	Services	Basic Services Budget (P.E.)	Supplemental Services Budget (ROW)
A	1.7.7.3.1	Additional Coordination with Responsible/Cooperating Agencies and Other Stakeholders	Prepare Revegetation Plan	\$30,800	
B	2.1.5	65% Revegetation Plans and Estimate	Prepare Revegetation PS&E	\$26,022	
C	2.1.6	Agency Coordination, Consultation, Surveys, and Project Management	Resource Agency Coordination, Consultation and Management	\$12,833	
D	2.1.6	Agency Coordination, Consultation, Surveys, and Project Management	Surveys	\$7,270	
E	4.1.1	Dewatering and Diversion System Design PS&E	Dewatering/Drainage Facility for Water Diversion		\$12,000
F	4.1.2	Additional Utility Coordination and ROW Accommodation Design	Bank Protection due to Creek Realignment		\$18,000
G	4.1.2	Additional Utility Coordination and ROW Accommodation Design	Protect Wellhead (Retaining Wall)		\$5,000
H	4.1.2	Additional Utility Coordination and ROW Accommodation Design	Utility Company and Landowner Coordination		\$6,965
TOTALS				\$76,925	\$41,965

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

TRC ENGINEERS, INC.

COST FOR BASIC SERVICES AND SUPPLEMENTAL SERVICES

PROJECT: County of Monterey

Hartnell Road Bridge Replacement

Amendment No. 4 to PSA

FIRM	BASIC SERVICES		SUPPLEMENTAL SERVICES		TOTAL		GRAND TOTAL
	LABOR	ODCS*	LABOR	ODCS*	LABOR	ODCS*	
TRC	\$ 24,711	\$ 13	\$ 41,536	\$ 430	\$ 66,247	\$ 443	\$ 66,689
LSA	\$ 20,851	\$ -	\$ -	\$ -	\$ 20,851	\$ -	\$ 20,851
WRECO	\$ 23,720	\$ 360	\$ -	\$ -	\$ 23,720	\$ 360	\$ 24,080
WHITSON	\$ 7,270	\$ -	\$ -	\$ -	\$ 7,270	\$ -	\$ 7,270
TOTALS	\$ 76,552	\$ 373	\$ 41,536	\$ 430	\$ 118,088	\$ 803	\$ 118,890
	\$76,925		\$41,965		\$118,890		

* ODCS = Other Direct Costs

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

TRC ENGINEERS, INC.

RATE SCHEDULE

Effective January 1, 2022

<u>Personnel Classification</u>	<u>2022 Hourly Rates</u>
Project Manager	\$280.00
Project Engineer/Coordinator	\$195.00
Environmental Manager	\$190.00
Certified Industrial Hygienist	\$190.00
Senior Engineer	\$165.00
ISA Scientist	\$150.00
Engineer II	\$140.00
Engineer I	\$110.00
CADD Supervisor	\$155.00
CADD Technician	\$ 105.00
Desktop Publisher	\$ 85.00
Administrative Assistant	\$ 85.00

2022 Rates are effective from January 1, 2022 through December 31, 2022. Should work be required beyond December 31, 2022, an amendment to this Agreement will be required to establish hourly rates and provide the necessary additional fee to complete the work accordingly.

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.

Other direct costs including telephone, fax, reproduction, and postage will be billed at actual cost.

Subconsultants will be billed at actual cost.

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