

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

THIS AMENDMENT NO. 5 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 "Parties") and effective as of the last date opposite the respective signatures below.

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", including Exhibit A-1 – Scope of Services/Payment Provisions), December 7, 2012 (hereinafter, "Amendment No. 2"), June 24, 2013 (hereinafter, "Amendment No. 3", including Exhibit A-2 – Revised Rate Schedule), and December 4, 2013 (hereinafter, "Amendment No. 4", including Exhibit A-3 – Scope of Services/Payment Provisions); and

WHEREAS, Phase 1 of the Castroville Railroad Crossing Bicycle/Pedestrian Path (hereinafter, "Project") has been completed; and

WHEREAS, due to an unforeseen design conflict with existing fiber optic lines located at the Project site, additional design, engineering, plans, specifications, estimate, right-of-way and utility coordination services, and other assistance tasks are required for completion of Phase 2 of the Project; and

WHEREAS, additional time and funding are necessary to complete remaining tasks and new additional for Phase 2 and Phase 3 of the Project; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to December 31, 2017 and to increase the amount by \$74,297.00 to continue to provide tasks 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-1, A-2, A-3 and A-4 in conformity with the terms of the Agreement.

Amendment No. 5 to Professional Services Agreement
TRC Engineers, Inc.
Castroville Railroad Crossing Bicycle/Pedestrian Path (RFQ/RFP #10197)
RMA - Public Works
Term: December 28, 2010 – December 31, 2017
Not to Exceed: \$1,039,087.69

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

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A, A-1, A-2, A-3 and A-4**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$1,039,087.69.

3. 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 31, 2017, unless sooner terminated pursuant to the terms of this Agreement.

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

5. The Project Schedule referenced in Amendment No. 1, Exhibit A-1 – Scope of Services/Payment Provisions, is hereby amended to extend through December 31, 2017, to conform to the amended term of the Agreement.

6. All other terms and conditions of the Agreement remain unchanged and in full force.

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

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

Amendment No. 5 to Professional Services Agreement
TRC Engineers, Inc.
Castroville Railroad Crossing Bicycle/Pedestrian Path (RFQ/RFP #10197)
RMA - Public Works
Term: December 28, 2010 – December 31, 2017
Not to Exceed: \$1,039,087.69

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: *Debra Wilson*
Contracts/Purchasing Officer

TRC Engineers, Inc.
Contractor's Business Name

Date: 12/29/2015

By: *Mark Imbrioni*
(Signature of Chair, President or Vice President)

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

Date: 11/12/15

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

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

By: _____
Deputy County Counsel

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

Date: _____

Date: 11/16/15

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.

Amendment No. 5 to Professional Services Agreement
TRC Engineers, Inc.
Castroville Railroad Crossing Bicycle/Pedestrian Path (RFQ/RFP #10197)
RMA - Public Works
Term: December 28, 2010 – December 31, 2017
Not to Exceed: \$1,039,087.69

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: _____
Contracts/Purchasing Officer

TRC Engineers, Inc.
Contractor's Business Name

Date: _____

By: *Mark Imbrioni*
(Signature of Chair, President or Vice President)

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

Date: 11/12/15

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

By: *[Signature]*
Deputy County Counsel

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

Its: James Baker Assit Secretary
(Print Name and Title)

Date: 11-19-15

Date: 11/16/15

Approved as to Fiscal Provisions

By: *[Signature]*
Auditor/Controller

Date: 11/19/15

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.

Amendment No. 5 to Professional Services Agreement
TRC Engineers, Inc.
Castroville Railroad Crossing Bicycle/Pedestrian Path (RFQ/RFP #10197)
RMA - Public Works
Term: December 28, 2010 – December 31, 2017
Not to Exceed: \$1,039,087.69

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

To Professional Services Agreement by and between
County of Monterey, Resource Management Agency – Public Works,
hereinafter referred to as “COUNTY”
and
TRC Engineers, Inc., hereinafter referred to as “CONTRACTOR”
for the
Castroville Railroad Crossing Bicycle/Pedestrian Path,
hereinafter referred to as “Project”

CONTRACTOR shall provide additional design, engineering, plans, specifications, estimate, right-of-way and utility coordination services, and other assistance necessary for completion of the Project. Revisions to or new additional tasks are as follows:

PHASE II: FINAL DESIGN BASIC TASKS

Upon receiving written Notice-to-Proceed (NTP) from the COUNTY, the final design supplemental tasks shall commence. The plan sheets anticipated to be modified are listed on Attachment 2. This scope, schedule, and fee are based on that list of plan sheets. Task numbering below refers to the original Agreement or subsequent amendments.

Task 2.A Final Design Startup – No change.

Task 2.B Approach Design Work

The following paragraph is added to Task 2.B.8:

Task 2.B.8 Retaining Wall/Approach Structure Design

Design modifications shall be required to the west approach structure to accommodate AT&T's ductbank. This includes modifications to the end diaphragm to allow passage of the AT&T ductbank. It is agreed that foundation modifications shall not be required. Existing plan sheets shall be modified to incorporate this redesign; no additional plan sheets are required.

Task 2.C Rail Crossing Design Work

The following paragraphs are added to Task 2.C, Task 2.C.2, and Task 2.C.3:
This scope proposes that the design shall be modified at Abutment 1 to accommodate the AT&T ductbank. Modifications to the abutment and foundation are required. Existing plan sheets shall be modified to incorporate this redesign; no additional plan sheets are required. Work is described below and shall be segregated so that the COUNTY may pursue reimbursement for these costs from AT&T should the COUNTY so desire.

Task 2.C.2 Structure Design

The structure design and plan details shall be modified to incorporate the ductbank, resulting in revised Unchecked Details. The Unchecked Details

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

shall be submitted to the COUNTY, Castroville Community Services District (CCSD), AT&T, and Monterey County Water Resources Agency (MCWRA) for review and approval before beginning.

Task 2.C.3 Structure Design Check

The revised Unchecked Details shall be independently checked. The Checked Details are then ready for specification and estimate preparation, and shall be submitted to the COUNTY for review and approval before beginning.

Task 2.D 35% and 65% Plans Submittal – No change.

Task 2.E Specifications and Cost Estimate

The following paragraphs are added to Task 2.E.1 and Task 2.E.2:

Task 2.E.1 Specifications

Specifications shall be prepared for the structure modification.

Task 2.E.2 Cost Estimate

Two (2) independent sets of quantity calculations shall be performed by individuals experienced in this work. Unit prices shall be applied to each Agreement item. The estimate for utility work shall be segregated for use by the COUNTY to obtain reimbursement.

Task 2.F Quality Control

The following paragraph is added to Task 2.F:

Quality control reviews shall be conducted before the following submittals:

- Modified 65% Plans, Unchecked Bridge Details and Cost Estimate
- Modified Draft Plans, Specifications & Engineering Estimate (PS&E) and Checked Bridge Details

The plans shall be reviewed for compatibility between portions of work and design disciplines. Structure plans shall be reviewed regarding implementation of geotechnical recommendations by the CONTRACTOR's Geotechnical Engineer prior to Draft PS&E submittal to the COUNTY. Supplemental recommendations and evaluations shall be provided as appropriate to resolve emergent design considerations.

Task 2.G Draft PS&E Submittal

The following paragraph is added to Task 2.G:

A revised submittal of the Draft PS&E shall be made to the COUNTY. This submittal shall include the revised PS&E to accommodate CCSD, AT&T, and MWRCA facilities and relocations.

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 2.H Permitting Coordination – No change.

Task 2.I FINAL PS&E – No change.

Task 2.J Project Management & Coordination

The following paragraph is added to Task 2.J:

This task consists of additional work in directing the work; attendance at two (2) additional meetings with COUNTY or other interested agencies, including those listed in all tasks herein; Project coordination with the COUNTY, affected agencies, and subconsultants; telephone coordination and conferences in covering the utility dispositions in the Agreement documents.

Task 2.K Geotechnical

The following paragraph is added to Task 2.K.:

Work shall consist of providing geotechnical recommendations for redesign of Abutment 1 and the west approach structure. No additional field exploration shall be performed. Appropriate modifications shall be made to the geotechnical report via a brief addendum.

Task 2.L Geotechnical – No change.

Task 2.M Union Pacific Rail Road (UPRR) and Public Utilities Commission (PUC_ Coordination – No Change

Task 2.N Aesthetic Features and Public Art – No Change.

Task 2.O Waterline and Sewerline Encasement Design

The following paragraph is added as a new task:

2.O.A. Waterline and Sewerline Avoidance Coordination

This task consists of additional coordination with the CCSD regarding avoidance of their 19" outside diameter (O.D.) (18" inside diameter) sewerline and 16" O.D. waterline within the Project limits. Work generally includes coordination with the COUNTY and CCSD through telephone conversations, emails, and one (1) in-person meeting at CCSD or COUNTY offices.

CONTRACTOR shall prepare a sewer conflict exhibit. CONTRACTOR shall also prepare a sewer conflict exhibit showing potential areas for relocation of the sewerline due to conflicts with structure design upon receipt of potholing information. The sewerline will likely be relocated within the area near Bent 8, Abutment 12, and the east approach structure as shown on the sewer conflict exhibit so that the current structure design shall not require modification.

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

The design of the sewer relocation shall be performed by CCSD or a consultant to CCSD. CONTRACTOR shall coordinate with the sewerline designers during their design. Further, CONTRACTOR shall incorporate the PS&E for the sewerline into Construction Contract documents. It is assumed that CCSD's design shall be performed in compliance with Caltrans 2010 Standard Plans and Specifications and thus be relatively easily incorporated into CONTRACTOR's PS&E. CCSD's plan sheets and special provisions, shall be incorporated into the Construction Contract documents without modification by CONTRACTOR.

CONTRACTOR shall assist the COUNTY in negotiating a reimbursement agreement with CCSD. Agreement items for the sewerline shall be segregated in the Engineer's Estimate as nonparticipating costs such that the Contractor for the Construction Phase of the Project can bid on those items and the reimbursement amount be easily determined.

The waterline shall not interfere with the proposed structure and thus not require relocation nor any PS&E incorporation and only minimal coordination on the part of CONTRACTOR.

Task 2.P Public Outreach and Meetings and Local Group – No change

Task 2.Q AT&T Ductbank Avoidance

This task consists of coordination with AT&T regarding their various facilities within the Project limits. These facilities include:

- Overhead lines along Salinas Street;
- Overhead lines from Salinas Street across the Union Pacific Railroad Right-of-Way (UP R/W) and extending towards Castroville Boulevard;
- An underground ductbank facility located along the southern edge of Salinas Street;
- An underground ductbank facility located along the southern edge of Collins Road; and
- A fiber-optic line that crosses the proposed pathway at around station 40+50 and proceeds northwesterly towards the UP R/W.

Note that various other facilities are located on joint poles throughout the Project limits. AT&T shall perform any coordination necessary in regards to their placement on poles owned by others (such as Pacific Gas & Electric (PG&E)) or that are jointly owned such that CONTRACTOR's role is nominal in this effort.

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Work generally includes coordination with the COUNTY and AT&T through telephone conversations, emails, site walks, and two (2) in-person meetings at AT&T or PG&E or COUNTY offices, as well as redesign to accommodate certain of their facilities where it is shown to be economically or otherwise beneficial to the COUNTY.

CONTRACTOR shall prepare a preliminary relocation plan and structure design, as well as a cost estimate, to accommodate the ductbanks in their existing locations. CONTRACTOR shall prepare a memorandum to accompany and explain this information, for COUNTY's use in presenting AT&T with the option to either pay for the accommodation or to relocate their facilities.

CONTRACTOR shall prepare an exhibit showing recommended potholing locations and potential areas for relocation of the ductbanks. Upon receipt of potholing information, CONTRACTOR shall, in coordination with the COUNTY, modify the memorandum, preliminary design, and cost estimate to accommodate the ductbanks as appropriate. The COUNTY shall decide whether to pursue reimbursement from AT&T for this cost or whether to require AT&T to relocate their facility(ies) to avoid these expenses.

The following dispositions are expected:

- Overhead lines along Salinas Street shall be relocated by others where they conflict with the proposed pathway alignment;
- Overhead lines from Salinas Street across the UP R/W and extending towards Castroville Boulevard shall be relocated by others to the northern limit of the Project, located in a Public Utility Easement (PUE) to be obtained by the COUNTY;
- The underground ductbank facility located along the southern edge of Salinas Street shall be accommodated by modifying the design of Abutment 1 and the west approach structure. CONTRACTOR shall perform this redesign;
- The underground ductbank facility located along the southern edge of Collins Road shall be relocated to the south by AT&T such that the current structure design does not require any modification;
- The fiber-optic line that crosses beneath the proposed pathway at around station 40+50 and proceeds northwesterly towards the UP R/W shall remain unaffected by the Project and does not affect the current design.

CONTRACTOR shall perform the redesign of Abutment 1 and the west approach structure to accommodate the conveyance of the AT&T ductbank through the structure under tasks 2.B.8 and 2.C. The existing ductbank shall be temporarily supported by the Construction Contractor while the structure is constructed around the ductbank.

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

The design of the utility relocations shall be performed by AT&T or their consultant. CONTRACTOR shall coordinate with the AT&T designers during their design. CONTRACTOR shall not incorporate the PS&E for the relocations into the Agreement documents, although the existing and relocated facility locations shall be shown on the plans for clarity. The timing of such relocations, occurring within the time period of the COUNTY's Agreement, shall be specified in the special provisions.

CONTRACTOR shall assist the COUNTY in negotiating a reimbursement agreement with AT&T. Agreement items for the structure redesign shall not be segregated in the Engineer's Estimate (there are no new items, just increased quantities of existing Agreement items) but shall be made available to the COUNTY in an estimate to allow the Construction Contractor to bid on the totality of those items and to allow the reimbursement amount to be easily determined by the COUNTY.

CONTRACTOR shall further assist the COUNTY and its Right-of-Way Consultant by providing supporting information required to secure the necessary PUE and agreements for any relocated utilities.

Task 2.R Saltwater Intrusion Pipeline Avoidance

This task consists of coordination with the MCWRA regarding various reclaimed water facilities within the Project limits. The facilities include:

- Numerous underground pipelines along Collins Road and extending northward into the Dubach property;
- An aboveground vault located just east of the UP R/W; and
- Other ancillary facilities throughout the eastern Project area.

MCWRA shall perform any coordination necessary in regards to the placement of their facilities.

Work generally includes coordination with the COUNTY and MCWRA through telephone conversations, emails, site walks, and one (1) in-person meeting at MCWRA or COUNTY offices, but not any redesign to accommodate certain of their facilities.

CONTRACTOR shall prepare a reclaimed water exhibit to help to accommodate the pipelines in their existing locations. CONTRACTOR shall prepare a memorandum to accompany and explain this information for COUNTY's use in presenting to MCWRA.

CONTRACTOR shall prepare an exhibit showing recommended potholing locations. CONTRACTOR shall also prepare a reclaimed water conflict exhibit and if necessary, potential areas for relocation of the pipeline(s) upon receipt of potholing information. However, design shall not be performed. Any required design shall be extra services.

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

The following dispositions are expected:

- The pipeline in the vicinity of Bent 8 shall be protected in place during construction;
- The pipeline in the vicinity of Bent 11 shall be protected in place during construction; and
- Other facilities shall not be affected by the Project.

CONTRACTOR shall thus not perform the redesign of Bents 8 or 11 or any other portion of structure. COUNTY recognizes that the pipelines are quite close to these bents and might be in conflict or otherwise be damaged during construction. CONTRACTOR shall include preservation of property special provisions resulting in the Construction Contractor being responsible for repair of any damage to the pipelines during construction. The pipelines will need to be shut down during construction of Bents 8 and 11 so as to minimize the impact of any such damage resulting from Construction operations. Also, the existing pipelines will need to be temporarily supported by the Construction Contractor while the structure is constructed. Thus the design of pipeline relocations shall be not be required and so CONTRACTOR shall not need to incorporate the PS&E for pipeline relocations into Agreement documents, although the existing and relocated facility locations shall be shown on the plans for clarity.

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

SERVICES/TOTAL COMPENSATION:

1. Services provided under Exhibit A-4, Scope of Services/Payment Provisions shall be made on a time and materials basis at CONTRACTOR's standard hourly rates shown on the Design Fee Estimate Worksheet.
2. In addition, CONTRACTOR will be reimbursed for incurred (actual) other direct costs (ODCs) other than salary.
3. 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 the 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 will invoice monthly for payment of services provided and cost incurred, including actual hours worked by task and staff member, and costs incurred during the previous month.
5. CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged any other client for the same services performed by the same individuals.

The specific rates of compensation specified in CONTRACTOR's Design Fee Estimate Worksheet are not adjustable and are valid through the expiration of the Agreement.

The total amount payable by COUNTY for work under this Amendment No. 5 to the Agreement shall be increased in the amount of \$74,297.00 for a total amount not to exceed \$1,039,087.69, unless authorized by COUNTY through an amendment to this Agreement. Should certain tasks not be performed in this Scope of Services, then the increased amount shall be reduced by the amount indicated for each task or portion of a task not performed.

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

PROJECT SCHEDULE

A milestone schedule appears below. CONTRACTOR expects that a more detailed Project Schedule shall be utilized during design. The durations shown do not reflect review time by the COUNTY or affected agencies.

Milestone	Number of Working Days from Notice to Proceed (NTP)
Unchecked Details	35
Draft PS&E	65

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Attachment 1

DELIVERABLES LIST

PHASE 2

Deliverable	Task
Approach Structure/Retaining Wall Plans	2.B.8
Structure Plans	2.C
Special Provisions	2.E
Quantities and Estimate	2.E
Quality Assurance Documentation	2.F
Constructability Reviews	2.F
Draft PS&E	2.G
Meeting Minutes, Conversation Confirmers	2.J
Client/Agency Review Comment Responses	Var.
Sewerline Accommodation Memo and Exhibit	2.O
AT&T Accommodation Memo and Exhibit	2.Q
MCWRA Accommodation Memo and Exhibit	2.R
Potholing Exhibits	2.O, 2.Q, 2.R

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Attachment 2

PLAN SHEET LIST (to be modified)

Sheet Prepared by Firm

Sheet Number	Caltrans Sheet Designation	Sheet Title	TRC	Peters	Parkh/ Other	Task No.	Included in Preliminary Submittal	Included in 65% Submittal
53	B	General Plan No. 2	1			2.C	1	1
56	B	Foundation Plan	1			2.C		1
57	B	Abutment 1 Layout	1			2.C		1
59	B	Abutment Details	1			2.C		1
74	R	Approach Structure Layout No. 1	1			2.B,8,2.D,2.G, 2.I	1	1
75	R	Approach Structure Layout No. 2	1			2.B,8,2.D,2.G, 2.I		1
76	R	Approach Structure Details	1			2.B,8,2.D,2.G, 2.I		1

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 contract or agreement is prohibited by law.	All locations
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.

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 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.	All locations
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.



ZURICH

Other Insurance Amendment – Primary And Non-Contributory

Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
GLO5472507-03	7/1/16	7/1/15	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.



ZURICH

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO5472507-03	7/1/15	7/1/16	7/1/15		\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY

Policy Number: BAP5472506-03

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: 07/01/15	Countersigned By: (Authorized Representative)
Named Insured: TRC Companies, Inc.	

SCHEDULE

<p>Name of Person(s) or Organization(s):</p> <p>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.</p>

(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.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

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 the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

ALL PERSONS AND/OR
ORGANIZATIONS THAT
ARE REQUIRED BY
WRITTEN CONTRACT OR
AGREEMENT WITH THE
INSURED, EXECUTED
PRIOR TO THE
ACCIDENT OR LOSS,
THAT WAIVER OF
SUBROGATION BE
PROVIDED UNDER THIS
POLICY FOR WORK
PERFORMED BY YOU FOR
THAT PERSON AND/OR
ORGANIZATION

Job Description

ALL CA OPERATION

MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY

Carl P. Holm, AICP, Director
John Guertin, Acting Deputy Director
Daniel Dobrilovic, Acting Building Official
Mike Novo, AICP, Director of Planning
Benny J. Young, Interim Director of Public Works & Facilities



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Salinas, California 93901
(831)755-4800
www.co.monterey.ca.us/rma

MEMORANDUM

Date: February 29, 2016

To: Gail T. Borkowski
Clerk of the Board of Supervisors

From: Dalia M. Mariscal-Martinez *DMM*
Management Analyst II

Subject: AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT NO. A-11906 BETWEEN TRC ENGINEERS, INC. AND THE COUNTY OF MONTEREY FOR THE CASTROVILLE RAILROAD CROSSING BICYCLE/PEDESTRIAN PATH (RFQ/RFP #10197)

Please find attached and for your records, an original executed copy of Amendment No. 5 to Professional Services Agreement (PSA) No. A-11906 between TRC Engineers, Inc. and the County of Monterey for the above referenced project.

If you have any questions, please feel free to contact Shelley Dickinson, Management Analyst I, at Ext. #4832. Thank you.

DMM/sd

Attachments: Executed Amendment No. 5 to the PSA – *1 Original*
Board Order for Amendment No. 5 to the PSA, Passed and Adopted on 12/15/15 - *1 Copy*