

**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-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, provisions of the Agreement require an update; and

WHEREAS, certification of the Project Plans, Specifications and Estimates (PS&E) is pending approval from Caltrans; and

WHEREAS, except for construction support, County has completed all services for the Project; and

WHEREAS, additional time is 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 require an update effective January 1, 2023; and

WHEREAS, the Parties wish to further amend the Agreement to update the provisions of the Agreement, to update the CONTRACTOR's Rate Schedule and subcontractors' loaded billing rates, effective January 1, 2023, and to extend the term for two (2) additional years to December 31, 2023 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 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 and A-3, subject to the limitations set forth in this Agreement.

2. 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, 2023, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Paragraph 4, "Additional Provisions/Exhibits", effective January 1, 2023, to delete page 35 of "Exhibit A-2 – Scope of Services/Payment Provisions" and to add "Exhibit A-3 – Contractor's and Subcontractors' Revised Rate Schedule", effective January 1, 2023.

4. Amend Paragraph 11, "Non-Discrimination", to read as follows:

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this

Agreement shall not be deemed to be prohibited discrimination.

5. Amend Agreement to add Paragraph 16, “Compliance with Applicable Laws”, as follows:

16.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

16.02 CONTRACTOR shall report immediately to County’s Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

16.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

6. Amend Agreement to add Paragraph 17, “Consent to Use of Electronic Signatures”, as follows:

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and

effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

7. The "Project Schedule" referenced in the Agreement, Exhibit A - Scope of Services/Payment Provisions, is hereby amended to extend through December 31, 2023, to conform to the amended term of the Agreement.
8. In all places within the Agreement, any reference to Resource Management Agency – Department of Public Works is hereby replaced with Department of Public Works, Facilities, & Parks.
9. 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 #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:

County of Monterey
Department of Public Works, Facilities, & Parks (PWFP) - 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 PWFP - Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@co.monterey.ca.us.

10. In all places within the Agreement, effective January 1, 2023, any reference to CONTRACTOR's Rate Schedule and subcontractors' loaded billing rates, is hereby replaced with "Exhibit A-3 – Contractor's and Subcontractors' Revised Rate Schedule", effective January 1, 2023".
11. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.
12. 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.
13. The recitals to this Amendment No. 4 are incorporated into the Agreement and this Amendment No. 4.

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: DocuSigned by:
Debra R. Wilson
7B741937AA0D41B...
Contracts/Purchasing Officer

TRC Engineers, Inc.
Contractor's Business Name

Date: 12/17/2021 | 8:19 AM PST

By: DocuSigned by:
Mark Imbriani
E637A2E4879D3FE...
(Signature of Chair, President or Vice President)

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

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

By: DocuSigned by:
Mary Grace Perry
A1933B26E717442...
Mary Grace Perry
Deputy County Counsel

Date: 12/16/2021 | 5:02 PM PST

Date: 12/16/2021 | 1:31 PM PST

By: DocuSigned by:
Grant Ratkovic
0F024E48EED04E...
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

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

Approved as to Fiscal Provisions

By: DocuSigned by:
Joey Nolasco
F60C442ED05B437...
Auditor/Controller

Date: 12/16/2021 | 10:21 PM PST

Date: 12/16/2021 | 4:13 PM PST

**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-3 – CONTRACTOR'S AND SUBCONTRACTORS'
REVISED RATE SCHEDULE**

**TRC ENGINEERS, INC.
REVISED RATE SCHEDULE
Effective January 1, 2023**

LABOR RATES

<u>Personnel Classification</u>	<u>Year 2023 Rates</u>
Project Manager	\$290.00
Project Engineer/Coordinator	\$210.00
Environmental Manager	\$195.00
Certified Industrial Hygienist	\$185.00
Senior Engineer	\$175.00
ISA Scientist	\$155.00
Engineer II	\$145.00
Engineer I	\$115.00
CADD Supervisor	\$160.00
CADD Technician	\$110.00
Desktop Publisher	\$85.00
Administrative Assistant	\$85.00

The 2023 rates are effective from January 1, 2023 through December 31, 2023. 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.

For travel, lodging and meal reimbursement, Contractor shall receive compensation for travel expenses as per "Monterey County Travel and Business Expense Reimbursement Policy." A copy of the policy is available online at: http://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf
To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

Subconsultants will be billed at actual cost.

**EXHIBIT A-5 - CONTRACTOR'S AND SUBCONTRACTORS'
REVISED RATE SCHEDULE**



Civil Engineering + Land Surveying

6 Harris Court, Monterey, CA 93940 | 831.649.5225

whitsonengineers.com

HOURLY RATE SCHEDULE

Effective January 1, 2023

<u>Category</u>	<u>Hourly Rate</u>
Principal Engineer	\$ 240.00
Senior Civil Engineer	\$ 195.00
Senior Land Surveyor	\$ 195.00
Civil Engineer	\$ 175.00
Land Surveyor	\$ 175.00
Senior Associate Engineer/Surveyor	\$ 165.00
Associate Engineer/Surveyor	\$ 150.00
Assistant Engineer/Surveyor	\$ 130.00
Senior Engineering/Survey Technician	\$ 125.00
Engineering/Survey Technician	\$ 120.00
Administrative Support	\$ 75.00
Engineering Aide	\$ 70.00
Expert Witness/Court Hearing	\$ 325.00
Field Surveying*	
One Person Survey Crew (Prevailing Wage)	\$ 210.00
Two Person Survey Crew (Prevailing Wage)	\$ 350.00
Reimbursables	
Professional Services by Others	Cost Plus 10%
In-House Large Format Plotting/Copies (Black & White)	\$0.54 / S.F.
In-House Plots, Prints, Copies (Color/Special Media)	Rates vary, available upon request
In-House Prints/Copies (Black & White)	\$0.10/sheet for 8.5x11, \$0.54/sheet for 11x17
Materials, Postage, Reproduction, Telephone	Cost Plus 15%
Mileage	Per Current Federal Rate

*Survey Crew rates are Prevailing Wage
Rates effective January 1, 2020

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REVISED RATE SCHEDULE



**PARIKH Hourly Rates for
Bradley Road Bridge, Monterey County**
Effective January 1, 2023

Project Manager - G. Parikh	\$317.32
Senior Project Engineer - D. Wang	\$229.99
Project Engineer	\$190.31
Staff Engineer	\$130.94
Field Engineer	\$155.97
Laboratory Technician	\$113.40
Drafting CADD Technician	\$123.69
Contract Manager	\$228.74
Project Geologist	\$142.14

**EXHIBIT A-3 – CONTRACTOR'S AND SUBCONTRACTORS'
REVISED RATE SCHEDULE**

QUINCY ENGINEERING, INC. – 2023 FEE SCHEDULE

Effective January 1, 2023

NAME/POSITION/TITLE	2023
Mark Reno, PE/Project Manager/Principal Engineer	\$325
Martin Pohl, PE/SE, Senior Engineer	\$255
Carolyn Davis, PE/QA-QC/Senior Project Manager	\$285
Scott McCauley, PE/Bridge Engineer/Senior Engineer	\$240
Robert Ferguson, PE, NBI/Bridge Engineer/Senior Engineer	\$230
Kelly Gallagher, PE, Specifications/Senior Engineer	\$270
Juan Cruz, PE/Associate Engineer	\$185
Andrew Mitchel, PE/Associate Engineer	\$200
Staff, Senior Engineer	\$230
Staff, Senior Specifications Engineer	\$255
Staff Associate Engineer	\$190
Staff, Assistant Engineer I	\$125
Staff Assistant Engineer II	\$180
Staff, Intern	\$85
Staff, Senior Engineer Technician	\$195
Staff, CAD Manager	\$170
Staff, CAD Technician	\$125
Staff, Administrative Assistant	\$135
Staff, Survey Technician	\$150

REIMBURSABLE ITEMS	2023
Mileage (IRS rate)	At Cost
Outside Copying	At Cost
Display Boards	At Cost
Travel (per diem)	At Cost
Equipment Rental	At Cost

**EXHIBIT A-3 – CONTRACTOR'S AND SUBCONTRACTORS'
REVISED RATE SCHEDULE**

QUINCY ENGINEERING, INC. - 2023 FEE SCHEDULE
Effective January 1, 2023

Other Direct Costs

Office Computer & Software		Included in Overhead
Office Phone/Cell/Fax		Included in Overhead
Reproduction		
Black & White in office		Included in Overhead
Color in office		Included in Overhead
Vendor		Cost
Delivery		Cost
Mileage		Current Federal Rate
Other Travel		Cost
Subconsultants		Cost
Short Term Per Diem **	up to	\$180 per day
Long Term Per Diem **	up to	\$120 per day
Field Vehicle	up to	\$67 per day
Field Computer/Printer		\$220 per month
Field Cellular Phone		\$130 per month
Prevailing Wage**		loaded with overhead and fee
Miscellaneous		Cost

Fee

Labor + Overhead	10%
Other Direct Costs	0%

Notes:

*Overtime rates apply to these classifications and will typically be charged at 1.5 times the hourly rate.

** Prevailing Wage labor, travel, and per diem rates may apply for Construction Inspection and Surveying services.

Labor Costs to be invoiced based on actual hourly rate plus overhead plus fee.

Other Direct Costs to be invoiced at actual cost plus fee.

The Overhead Rate (Indirect Cost Rate) shall remain unchanged for a multi-year contract unless both parties agree to modify the rate in writing.

**EXHIBIT A-3 – CONTRACTOR'S AND SUBCONTRACTORS'
REVISED RATE SCHEDULE**



BILLING RATE SCHEDULE

Effective 1/1/2023 - 12/31/2023

TITLE	MINIMUM	MAXIMUM
Principal Professional	\$325.00	\$375.00
Supervising Professional	\$260.00	\$325.00
Senior Professional III	\$210.00	\$260.00
Senior Professional II	\$160.00	\$210.00
Senior Professional I	\$130.00	\$160.00
Associate Professional II	\$120.00	\$145.00
Associate Professional I	\$100.00	\$120.00
Staff Professional II	\$95.00	\$115.00
Staff Professional I	\$75.00	\$95.00
Senior Technician II	\$115.00	\$140.00
Senior Technician I	\$95.00	\$115.00
Technician II	\$75.00	\$95.00
Technician I	\$55.00	\$75.00
Project Coordinator/Tech Editor II	\$100.00	\$125.00
Project Coordinator/Tech Editor I	\$80.00	\$100.00

- Professional staff includes Civil Engineers, Hydraulic Engineers, Geotechnical Engineers, Geologists, Biologists, and Environmental Scientists.
- Expenses are invoiced at 110% of cost.
- Unless expressed within the contract agreement, rates on all contracts are subject to an annual adjustment of a 3.5% escalation rate on January 1 of each calendar year.
- Rates for deposition and trial time are 1.5 times those shown above.
- Regular Mileage is per IRS rate or as otherwise specified in contract.

hdrinc.com

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(925) 941-0017