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

**THIS AMENDMENT NO. 2** to Professional Services Agreement A-15441 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, County entered into Professional Services Agreement No. A-15441 with TRC Engineers, Inc. on July 22, 2021 (hereinafter, "Agreement") to provide on-call bridge design services (hereinafter, "services") for various bridge projects located in Monterey County per Request for Qualifications (RFQ) #10783 through July 12, 2024, with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$750,000; and

WHEREAS, Agreement was amended by the Parties on July 9, 2024 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Updated Hourly Billing Rates, effective July 13, 2024) to update various provisions, to update the Hourly Billing Rates/Specific Rates of Compensation and to extend the term for one (1) additional year through July 12, 2025 with no increase in the not to exceed amount; and

WHEREAS, the County has a continued need for services; and

WHEREAS, various provisions of the Agreement require an update; and

**WHEREAS**, the Parties agree that the CONTRACTOR's hourly billing rates in Exhibit A-1 - Scope of Services/Payment Provisions of the Agreement remain valid through July 12, 2026; and

**WHEREAS**, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to update various provisions and extend the term for one (1) additional year to July 12, 2026 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

Page 1 of 5

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

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

The term of this Agreement is from <u>July 13, 2021</u> to <u>July 12, 2026</u>, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend the first sentence of Section 2, "Payments by County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A and A-1, subject to the limitations set forth in this Agreement.

3. Amend the "Auto Liability Coverage" paragraph under Paragraph 9.03, "Insurance Coverage Requirements", of Section 9.0, "Insurance", to read as follows:

<u>Auto Liability Coverage</u>: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

4. Amend Paragraph 9.04, "Other Insurance Requirements", of Section 9.0, "Insurance Requirements", to read as follows:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Page 2 of 5

#### Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR. Auto Liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

#### Primary Coverage:

For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects to the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

## Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual

Page 3 of 5

certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

5. Amend Section 10, "Records and Confidentiality", to add Paragraph 10.06, "Format of Deliverables", as follows:

For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <a href="https://webstandards.ca.gov/accessibility/">https://webstandards.ca.gov/accessibility/</a>.

- 6. In all places within the Agreement, any reference to the County's website link of <a href="https://www.co.monterey.ca.us/home/showdocument?id=69364">https://www.co.monterey.ca.us/home/showdocument?id=69364</a> for the County Travel Policy, is hereby replaced with <a href="https://www.countyofmonterey.gov/home/showdocument?id=69364">https://www.countyofmonterey.gov/home/showdocument?id=69364</a>.
- 7. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
- 8. This Amendment No. 2 and the previous Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
- 9. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

	TY OF MONTEREY	CONTRACTOR*				
Debra	R. Wilson, Contracts/Purchasing Officer	TRC E	ngineers, Inc.			
By:	Docusigned by:  John Grand Street	By:	Male G. Jun			
		,	(Signature of Chair, President or Vice President)			
Its:	Tom Skinner Contracts/Purchasing	Supertysisor_	Mark A. Imbriani, Vice President			
	(Print Name and Title)		(Print Name and Title)			
Date:	5/27/2025   11:48 AM PDT	Date: _	5/21/2025			
Appro	ved as to Form					
Office	of the County Counsel	By:	Grant Ratkovic			
Susan	K. Blitch, County Counsel		(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)			
By:	Signed by:	Its:	Grant Ratkovic, Assistant Secretary			
	Mary Grace Perry,		(Print Name and Title)			
	Mary Grace Perry Deputy County Counsel	Date:	5/21/2025			
Date:	5/21/2025   12:08 PM PDT					
	ved as to Fiscal Provisions Shah, Auditor-Controller					
By:	Potricia Ruiy					
Its:	Patricia Ruiz Auditor Controller An	alyst I				
Date:	(Print Name and Title) 5/21/2025   1:19 PM PDT					
Office	ved as to Liability Provisions of the County Counsel-Risk Management K. Blitch, County Counsel					
By:						
	David Bolton 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 (California Corporations Code, §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 either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). 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 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.

Page 5 of 5



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jerry Noyola			
Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370	PHONE (A/C, No, Ext): 7702207699 FAX (A/C, No):			
Alpharetta GA 30022	E-MAIL ADDRESS: greylingcerts@greyling.com			
	INSURER(S) AFFORDING COVERAGE	NAIC#		
	INSURER A: National Union Fire Ins Co of Pittsburg	19445		
INSURED TRCCOM	INSURER B : New Hampshire Insurance Company	23841		
RC Engineers, Inc.; TRC Solutions, Inc. RC Companies, Inc.	INSURER C : AIU Insurance Company	19399		
6 Executive Circle, Suite 200	INSURER D: Allied World Assurance Co (U.S.) Inc.	19489		
Irvine CA 92614-0000	INSURER E: Gotham Insurance Company	25569		
	INSURER F: Lloyd's of London	85202		

#### COVERAGES CERTIFICATE NUMBER: 2103706298 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	NSR TR TYPE OF INSURANCE		ADDL	SUBR WVD	BR POLICY EXP POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY)		LIMITS		
А		S-MADE X OCCUR			GL5341999	4/1/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000 \$ 500.000
	X Contractual	o mass occorr						MED EXP (Any one person)	\$ 25,000
								PERSONAL & ADV INJURY	\$2,000,000
		ATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$4,000,000
	POLICY 2	PRO- X LOC						PRODUCTS - COMP/OP AGG	\$4,000,000
	OTHER:								\$
A					CA4773667 (AOS)	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
^	X ANY AUTO				CA4773668 (MA)	4/1/2025	4/1/2026	BODILY INJURY (Per person)	\$
	OWNED AUTOS ON	SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ON	X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
DE	X UMBRELLA	LIAB X OCCUR			03127873 EX202500003211	4/1/2025 4/1/2025	4/1/2026 4/1/2026	EACH OCCURRENCE	\$5,000,000
-	X EXCESS LIA	AB CLAIMS-MADE			EX202500003211	4/1/2025	4/1/2020	AGGREGATE	\$5,000,000
	DED X	RETENTION \$ 10,000						Each Occur./Aggregate	\$ \$4M/\$4M
B	B WORKERS COMPENSATION C AND EMPLOYERS' LIABILITY				WC013711861 (AOS)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	X PER OTH- STATUTE ER	
ਁ	ANYPROPRIETOR	R/PARTNER/EXECUTIVE	N/A		WC013711862 (CA)	4/1/2025	4/1/2020	E.L. EACH ACCIDENT	\$ 2,000,000
	OFFICER/MEMBEREXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		,					E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
								E.L. DISEASE - POLICY LIMIT	\$2,000,000
F	F Professional Liability incl. Pollution Liability				B0146LDUSA2505304	4/1/2025	4/1/2026	Per Claim Aggregate	\$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Monterey, its agents, officers & employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law.

CERTIFICATE HOLDER CANCELLATION

County of Monterey Resource Management Agency 1441 Schilling Place South, 2nd Floor Salinas CA 93901-4527 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Grego B-deful

© 1988-2015 ACORD CORPORATION. All rights reserved.

#### **ENDORSEMENT**

This endorsement, effective 12:01 A.M. 04/01/2025 forms a part of Policy No. CA4773667 issued to TRC COMPANIES LLC by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

#### **INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM** 

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

Authorized Representative or Countersignature (in States Where Applicable)

#### **ENDORSEMENT**

This endorsement, effective 12:01 A.M. **04/01/2025** forms a part of Policy No. **CA4773667** issued to **TRC COMPANIES LLC** by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.** 

#### ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM** 

#### **SCHEDULE**

#### **ADDITIONAL INSURED:**

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

- I. SECTION II COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is Insured, is amended to add:
  - d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
    - (1) The coverage and/or limits of this policy, or
    - (2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations			
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	Per the contract or agreement			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

- A. Section II 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:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

- maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GL5341999

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations			
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into	Per the contract or agreement			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

#### POLICY NUMBER: GL5341999

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

#### BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2025

forms a part of Policy No. WC

013-71-1862

Issued to TRC COMPANIES, LLC

#### By A I U INSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

DED# W. 800

WC 04 03 61 (Ed. 11/90)

Countersigned by \_ \_ \_ \_ \_ \_ \_ \_ \_ \_