Attachment A

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

THIS AMENDMENT NO. 5 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, Agreement was amended by the Parties on July 15, 2020 (hereinafter, "Amendment No. 4", including Exhibit A-2 – Scope of Services Payment Provisions) to extend the term for one (1) additional year through December 31, 2022, to update the Rate Schedule, effective January 1, 2022, and to increase the amount by \$118,890 which resulted in a total not to exceed amount of \$673,360; 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 County has addressed the adjacent landowners' concerns in the design features of the Project; and

WHEREAS, the permitting requirements of the Regional Water Quality Control Board (RWQCB) have been satisfied for completion of the Project; and

WHEREAS, the final contract documents have been completed for the Project; and

Amendment No. 5 to Professional Services Agreement No. A-12680

TRC Engineers, Inc.

Hartnell Road Bridge Replacement (RFQ #10490)

Department of Public Works, Facilities and Parks

Term: April 7, 2015 – December 31, 2023

Not to Exceed: \$773,034

WHEREAS, provisions of the Agreement require an update; and

WHEREAS, the Parties agree that the Rate Schedule in Exhibit A-2 – Scope of Services/Payment Provisions of the Agreement remains valid through December 31, 2022; and

WHEREAS, CONTRACTOR's Rate Schedule requires an update effective January 1, 2023; and

WHEREAS, County has a need for additional services required to provide engineering and environmental support during the bidding and construction phase 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

WHEREAS, the Parties wish to further amend the Agreement to update provisions, to extend the term for one (1) additional year to December 31, 2023, to update the Rate Schedule, and to increase the amount by \$99,674 for a total amount not to exceed \$773,034 to allow CONTRACTOR to continue to provide services 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, and A-3** 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, A-2, and A-3**, 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 \$773,034.

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

4. Amend Paragraph 4., "Additional Provisions/Exhibits", to add "Exhibit A-3, Scope of Services/Payment Provisions" and to revise "Exhibit C, Incorporation of Request for Qualifications (RFQ) #10490 and Statement of Qualifications Documents" to "Exhibit C, Incorporation of Request for Qualifications (RFQ) #10490, Addendums No. 1-3 to RFQ #10490, and Statement of Qualifications Documents, on file with the Department of Public Works, Facilities and Parks" and incorporated by this reference.

Amendment No. 5 to Professional Services Agreement No. A-12680

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5. Amend Section 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.

6. Amend Agreement to add Section 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.

7. Amend Agreement to add Section 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 <u>Counterparts</u>. 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.

Amendment No. 5 to Professional Services Agreement No. A-12680
TRC Engineers, Inc.
Hartnell Road Bridge Replacement (RFQ #10490)
Department of Public Works, Facilities and Parks
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Not to Exceed: \$773,034

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.

- 8. 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.
- 9. In all places within the Agreement, any reference to MYA #3000*1656 is hereby replaced with MYA #3200*1656.
- In all places within the Agreement, any reference to Resource Management Agency (RMA) or RMA

 Public Works, Parks and Facilities is hereby replaced with Department of Public Works, Facilities and Parks.
- 11. In all places within the Agreement, any reference to County's email address of <u>RMA-Finance-AP-GP@co.monterey.ca.us</u> for invoicing, is hereby replaced with <u>PWFP-Finance-AP@co.monterey.ca.us</u>.
- 12. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
- 13. This Amendment No. 5 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
- 14. The recitals to this Amendment No. 5 are incorporated into the Agreement and this Amendment No. 5.

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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:	TRC Engineers, Inc.
Contracts/Purchasing C	
Date:	By: Mark Imbriani (Signature of Chair, President or Vice President)
Approved as to Form	Its: Mark A. Imbriani, Vice President
Office of the County Counsel	(Print Name and Title)
Leslie J. Girard, County Counsel	Date: 6/28/2022 10:40 AM PDT
By: Mary Grace Perry	Date.
A1933B26E717442 Mary Grace Perry	DocuSigned by:
Deputy County County	3 · \
Date: 6/28/2022 10:57 AM PDT	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
	Its: Grant Ratkovic, Assistant Secretary
	(Print Name and Title)
Approved as to Fiscal Provisions	Date: 6/28/2022 10:50 AM PDT
By: Jennifer Forsyth	
Auditor/Controller	· · · · · · · · · · · · · · · · · · ·
Date: 6/28/2022 3:32 PM PDT	
Approved as to Indemnity and Insur Office of the County Counsel Leslie J. Girard, County Counsel	ance Provisions
By:	
Danielle P. Mancus Risk Manager	0
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.

Amendment No. 5 to Professional Services Agreement No. A-12680

TRC Engineers, Inc.

Hartnell Road Bridge Replacement (RFQ #10490)

Department of Public Works, Facilities and Parks

Term: April 7, 2015 — December 31, 2023

Not to Exceed: \$773,034

To Agreement by and between County of Monterey, hereinafter referred to as "County" and

TRC Engineers, Inc., hereinafter referred to as "CONTRACTOR"

This Amendment No. 5 includes bidding and construction support phase services as desired by the County. Also included will be final closeout activities for the Hartnell Road Bridge Replacement, County Bridge No. 209 (Project).

SCOPE OF SERVICES

The CONTRACTOR's Scope of Services for the Project consists of the following Phases under this Amendment No. 5 to the Agreement:

Phase III:

Construction

PHASE 0: PROJECT MANAGEMENT

No additional services proposed under Amendment No. 5 to this Agreement.

PHASE I: PRELIMINARY ENGINEERING AND REPORTS

No additional services proposed under Amendment No. 5 to this Agreement..

PHASE II: FINAL DESIGN

No additional services proposed under Amendment No. 5 to this Agreement..

PHASE III: BIDDING AND CONSTRUCTION

3.1 CONSTRUCTION SUPPORT

Upon approval by the County, the CONTRACTOR will be available to interpret plans, revise designs, check and accept shop drawings and falsework plans, and make site visits during construction. Subtasks include:

3.1.1 BID PHASE SERVICES

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

Total Amount Increase: \$5,920.00

3.1.2 RESPOND TO CONTRACTOR RFIs

CONTRACTOR shall respond to Requests for Information (RFIs) from the Contractor during construction to the extent of budget for this task, which includes \$2,000 each for subconsultants Peters Engineering Group, Whitson and Associates, Inc. and WRECO. It is expected that the CONTRACTOR will receive the RFI directly from the Resident Engineer on behalf of the County. RFIs will be provided in a standard format in Microsoft Word. CONTRACTOR will respond to the RFI and return response to the Resident Engineer in a PDF format. County will be copied on RFI responses.

Total Amount Increase: \$14,440.00

3.1.3 SUBMITTAL REVIEWS

CONTRACTOR will review and provide comments on shop plans through the Resident Engineer.

Total Amount Increase: \$17,750.00

3.1.4 CHANGE ORDER ASSISTANCE

CONTRACTOR shall assist in evaluating or modifying existing plans and specifications for incorporation into change orders prepared by the County.

Total Amount Increase: \$15,270.00

3.1.5 SITE VISITS

One (1) member of the CONTRACTOR's staff shall prepare for and attend the preconstruction meeting with County, CONTRACTOR, and County's construction management firm.

CONTRACTOR shall attend a maximum of two (2) additional site visits to observe critical construction activities or as may be requested by County. Additional site visits shall be reimbursed as Additional Services.

Total Amount Increase: \$3,680.00

3.1.6 PROJECT MANAGEMENT AND CALTRANS COORDINATION CONTRACTOR shall manage the work related to this Amendment No. 5 including quality control of deliverables, documentation, maintaining files, and preparing monthly progress reports.

CONTRACTOR shall provide additional coordination with Caltrans Local Assistance. Work shall include preparation of an Exhibit 3A/6D package and coordination efforts to attempt to secure the additional HBP funding to cover the costs of any extra right-of-way, construction engineering, and/or construction work required hereunder.

Total Amount Increase: \$8,280.00

3.1.7 GEOTECHNICAL OBSERVATION

CONTRACTOR shall provide geotechnical services by observing foundation construction and answering questions related to geotechnical considerations, to the extent of budget for this task, which includes \$10,000 for subconsultant Parikh Consultants, Inc.

Total Amount Increase: \$12,180,00

3.1.8 ENVIRONMENTAL COORDINATION

CONTRACTOR will provide consultation regarding resource agency requirements or requests for information to the extent of budget for this task, which includes \$8,000 for subconsultant LSA Associates, Inc. It is understood that the Construction Contractor is responsible for obtaining any permits required for construction in addition to those County has obtained, and that their Contractor-supplied biologist will handle all such coordination and activities.

Total Amount Increase: \$14,395.00

3.1.9 EXPENSES

CONTRACTOR will be reimbursed for travel and other direct costs.

Total Amount Increase: \$2,114.00

3.2 AS-BUILT PLANS

3.2.1 AS-BUILT PLANS

CONTRACTOR will prepare As-Built Plans at the conclusion of the construction activities to reflect the as-built construction details.

Total Amount Increase: \$5,645.00

TOTAL AMOUNT INCREASE FOR PHASE III: \$99,674.00

GRAND TOTAL FOR PHASE 0, I, II AND III: \$693,169.00

PHASE IV: SUPPLEMENTAL SERVICES

No additional services proposed under Amendment No. 5 to this Agreement.

TOTAL AMOUNT INCREASE FOR PHASE IV: \$0.00

GRAND TOTAL FOR PHASE IV: \$79,865.00

GRAND TOTAL OF AGREEMENT: \$773,034.00

ANY ADDITIONAL SERVICES REFERENCED IN THIS EXHIBIT A-3 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.

PAYMENT PROVISIONS

PHASE 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.

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, 2023). 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 \$593,495 shall be increased by \$99,674 for a total not to exceed amount of \$693,169. 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) is in the amount 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 \$99,674 for a total Agreement amount not to exceed \$773,034, 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 Section 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number (MYA #3200*1656), 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 and 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

TRC ENGINEERS, INC.

RATE SCHEDULE

Effective January 1, 2023

	2023
Personnel Classification	Hourly Rates
Project Manager	\$290.00
Project Engineer/Coordinator	\$200.00
Environmental Manager	\$195.00
Certified Industrial Hygienist	\$195.00
Senior Engineer	\$170.00
ISA Scientist	\$155.00
Engineer II	\$145.00
Engineer I	\$115.00
CADD Supervisor	\$160.00
CADD Technician	\$ 110.00
Desktop Publisher	\$ 90.00
Administrative Assistant	\$ 90.00

2023 Rates are effective from January 1, 2023 through December 31, 2023. Should work be required beyond December 31, 2023, 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.

\$2,114

\$73,560.00

Total Fee Estimate

\$8,000.00

\$2,000.00

\$10,000.00

\$2,000.00

\$24,000

27-Jun-22 12:17:17 PM

Project: Increase: Sub administration:

Date: Overhead %: Profit %:

COUNTY OF MONTEREY	TRC ENGINEERS, INC.	ERS. INC.
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Airfare (round trips)	So	LSA
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Lodging	\$150	Whitson
Per Diem	\$102	WRECO
Car Rental	\$200	
Misc.	\$200	Total
Travel Sublotal	\$1,284	
Other Direct Costs	\$830	
Subconsulants Admin. Costs	SO	
ODC Subtotal	\$830	
Total College	\$2,114	

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TRC ENGINEERS, INC.

FEE ESTIMATE WORKSHEET

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Total Travel and ODC's