

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
TRC ENGINEERS, INC.**

THIS AMENDMENT NO. 3 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 County and CONTRACTOR are referred to as the "Parties") 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"), and December 7, 2012 (hereinafter, "Amendment No. 2"); and

WHEREAS, CONTRACTOR assigned additional personnel classifications for Phase 1 of the Castroville Railroad Crossing Bicycle/Pedestrian Path (hereinafter, "Project") with no increase to the overall Project budget; and

WHEREAS, CONTRACTOR incorporated a Project Geologist to tasks assigned to the position designated as an Engineer, a Project Coordinator to tasks assigned to the position designated as an Administrative Assistant, and a Planning Permit Specialist with an hourly rate of \$85.00 to tasks assigned to the position designated as an Engineer I; and

WHEREAS, the Parties wish to further amend the Agreement to update the personnel classifications with no associated dollar amount increase to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 3.


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

1. Revise Page 42 of "Exhibit A, Scope of Services/Payment Provisions" and Page 16 of "Exhibit A-1, Scope of Services/Payment Provisions" to include the newly assigned personnel classifications as outlined in Exhibit A-2, Revised Rate Schedule.
2. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-2, Revised Rate Schedule".
3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 3 to Professional Services Agreement
TRC Engineers, Inc.
Castroville Railroad Crossing Bicycle/Pedestrian Path (RFQ/RFP #10197)
RMA - Public Works
Term: December 28, 2010 – December 28, 2013
Not to Exceed: \$396,747.09

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: 
Contracts/Purchasing Officer

Date: 24 June 2013

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

By: 
Deputy County Counsel

Date: 6-24-13

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 6-24-13

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.


CONTRACTOR*

TRC Engineers, Inc.
Contractor's Business Name

By: 
(Signature of Chair, President or Vice President)

Its: MARK IMBRIANI, VICE PRESIDENT
(Print Name and Title)

Date: JUNE 20, 2013

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

Its: Asst. Secretary
(Print Name and Title)

Date: 6/19/13

Amendment No. 3 to Professional Services Agreement

TRC Engineers, Inc.

Castroville Railroad Crossing Bicycle/Pedestrian Path (RFQ/RFP #10197)

RMA - Public Works

Term: December 28, 2010 – December 28, 2013

Not to Exceed: \$396,747.09

EXHIBIT A-2 - REVISED RATE SCHEDULE



10680 White Rock Road
Suite 100
Rancho Cordova, CA 95670

916.366.0632 PHONE
916.366.1501 FAX

www.TRCsolutions.com

January 3, 2013

RATE SCHEDULE

LABOR RATES

Personnel Classification	Hourly Rate
Project Manager	\$ 202.50
Senior Project Specialist	\$ 165.00
Project Engineer	\$ 162.50
Senior Engineer	\$ 145.00
Engineer II	\$ 115.00
Engineer I	\$ 90.00
*Project Geologist	\$ 102.50
*Planning Permit Specialist	\$ 85.00
CADD Supervisor	\$ 127.50
CADD Technician	\$ 80.00
*Project Coordinator	\$ 77.50
Desktop Publisher	\$ 72.50
Administrative Assistant	\$ 77.50

Rates are effective through the initial term of the agreement.

Similarly titled staff of other disciplines will be billed at the equivalent rates above.

*Project Geologist working in the same designation as Engineer.

*Planning Permit Specialist working in the same designation as Engineer I, but with a rate of \$85.00.

*Project Coordinator working in the same designation as Administrative Assistant.

DIRECT EXPENSE UNIT RATES

Mileage: Current IRS Mileage Rate, currently \$0.565 per mile

~~Meals: State of CA DPA Rates, currently \$34/day~~

Other direct costs including subconsultants, travel, lodging, telephone, fax, reproduction, and postage will be billed at actual cost + 5%.

If County approves travel, lodging and meal reimbursement, CONTRACTOR shall receive compensation for travel expenses as 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/22/2012

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 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 Greyling Insurance Brokerage 450 Northridge Parkway Suite 102 Atlanta, GA 30350 Matias Ormazza	1-770-552-4225	CONTACT NAME Jerry Noyola	
		PHONE (A/C, No, Ext): 770-552-4225	FAX (A/C, No): 866-550-4082
INSURED TRC Engineers, Inc. TRC Companies, Inc. 123 Technology Drive Irvine, CA 92618		E-MAIL ADDRESS: jerry.noyola@greyling.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Zurich American Insurance Company	
		INSURER B: American Guarantee & Liability Insurance	
		INSURER C: American Zurich Insurance Company	
		INSURER D:	
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 27816516

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GL05472507-00	07/01/12	07/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			BAP 5472506-00	07/01/12	07/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			AUC-6547767-03	07/01/12	07/01/13	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC5472508-00	07/01/12	07/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			EOC 5472532-00	07/01/12	07/01/13	Per Claim 10,000,000
	E&O-Including Pollution Liab.						Aggregate 15,000,000

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

The County of Monterey, its officers, officials, directors, employees and volunteers are additional insureds where required by written contract. This insurance is primary and non-contributory.

CERTIFICATE HOLDER

CANCELLATION

County of Monterey
Shelley Dickinson
168 W. Alisal Street, 2nd Floor
Salinas, CA 93901

USA

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

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ACORD 25 (2010/05)
JNoyola
27816516

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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 or agreement is prohibited by law.	Any location where you have agreed through written contract, agreement or permit, executed prior to the loss, to provide additional insured coverage.
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.

- 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

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.	Any location where you have agreed, through written contract, agreement or permit, executed prior to the loss, to provide additional insured coverage for completed operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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".

Other Insurance Amendment – Primary And Non-Contributory

Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
GLO5472507-00	07/01/2012	07/01/2013	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.

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: 07/01/12	Countersigned By: (Authorized Representative)
Named Insured: TRC Companies, Inc.	

SCHEDULE

Name of Person(s) or Organization(s): 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.

(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.



COUNTY OF MONTEREY

PURCHASE ORDER

ORDER DATE 08-09-2013

SC 3000 0000003502

IMPORTANT

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST
APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS,
TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

VENDOR TRC ENGINEERS INC

10580 White Rock Road Ste 100

Rancho Cordova CA 95670

S PUBLIC WRK
H 168 W ALISAL ST.
I 2ND FLOOR
P SALINAS CA 93901
T
O

S PUBLIC WRK
I 168 W ALISAL ST
L 2ND FLOOR
T SALINAS CA 93901
O

VENDOR NUMBER CV0000000492

DELIVERY DATE

F O B

RECEIVED
BY *mm* DATE 8/12/13

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
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PURCH DESC: AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT (PSA) NO. A-11906 BETWEEN TRC ENGINEERS, INC. AND THE COUNTY OF MONTEREY REVISES THE PERSONNEL CLASSIFICATIONS IN EXHIBITS A AND A-1 OF THE PSA TO INCLUDE A PROJECT GEOLOGIST, PROJECT COORDINATOR AND PLANNING PERMIT SPECIALIST WITH NO ASSOCIATED DOLLAR AMOUNT INCREASE TO THE PSA FOR A TOTAL AMOUNT NOT TO EXCEED \$396,747.09 TO CONTINUE TO PROVIDE TASKS ASSOCIATED WITH PRELIMINARY ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE CASTROVILLE RAILROAD CROSSING/BICYCLE/PEDESTRIAN PATH (RFO/RFP#10197). THE TERM OF THIS PSA IS FROM DECEMBER 28, 2010 TO DECEMBER 28, 2013.

THIS PO IS VALID FOR THE TERM 07/01/13 THRU 12/28/13, AND IS A CONTINUATION OF SC00000003045

1	0.0		91299	COMM LINE DESC: FY14 TRC ENGINEERS - CASTROVILLE RAILROAD CROSSING	00	00	54,356.89
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MSDS: Not Required

002	-	3000	-	8105	-	RMA012	-	2501	-	3022	-	3022	-	54,356.89
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91299

2	0.0			COMM LINE DESC: FY13 TRC ENGINEERS - CASTROVILLE RAILROAD ACCRUAL INV	00	00	5,726.00
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EXTENDED DESC: ACCRUAL INVOICE FY13

MSDS: Not Required

002	-	3000	-	5105	-	RMA014	-	7501	-	3022	-	3022	-	5,726.00
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THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at http://www.co.monterey.ca.us/admin/terms_conditions.htm

TAX EXEMPTION INFORMATION

FEDERAL EXCISE TAX EXEMPTION NUMBER 94-00000524

AUTHORIZED BY COUNTY OF MONTEREY
DEPUTIZED PURCHASING AGENT

Michael R. Ne

COUNTY BUYER INFORMATION

EMAIL

TELEPHONE

CONTRACTS/PURCHASING DIVISION
168 W Alisal St. 3rd Floor, Salinas CA 93901

PRINT DATE 08/12/13

PAGE NUMBER 1 OF 1