

**AMENDMENT NO. 6  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
TRC ENGINEERS, INC.**

**THIS AMENDMENT NO. 6** 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") to provide preliminary engineering and environmental services (hereinafter, "services") for Phase 1 of the Castroville Railroad Crossing Bicycle/Pedestrian Path (hereinafter, "Project") through December 28, 2011 for an amount not to exceed \$329,509.71; 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) to provide additional preliminary engineering and environmental services associated with the extension in the project limits for Phase 1 of the Project, to extend the term for one (1) additional year through December 28, 2012, and to increase the amount by \$67,237.38 which resulted in a total not to exceed amount of \$396,747.09; and

**WHEREAS**, Agreement was amended by the Parties on December 7, 2012 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through December 28, 2013 with no increase in the not to exceed amount; and

**WHEREAS**, Agreement was amended by the Parties on June 24, 2013 (hereinafter, "Amendment No. 3", including Exhibit A-2 – Revised Rate Schedule) to include newly assigned personnel classifications 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 December 4, 2013 (hereinafter, "Amendment No. 4", including Exhibit A-3 – Scope of Services/Payment Provisions) to include final design for Phase 2 and support services during the bid and construction for Phase 3 of the Project, to extend the term for two (2) additional years through December 28, 2015, and to increase the amount by \$568,043.60 which resulted in a total not to exceed amount of \$964,790.69; and

**WHEREAS**, Agreement was amended by the Parties on December 29, 2015 (hereinafter, "Amendment No. 5", including Exhibit A-4 – Scope of Services/Payment Provisions) to include additional design, engineering, plans, specifications, estimate, right-of-way and utility coordination services and other assistance tasks for Phase 2, Final Design Basic Tasks, of the Project, to extend the term for approximately two (2) additional years through December 31,

2017, and to increase the amount by \$74,297 which resulted in a total not to exceed amount of \$1,039,087.69; and

**WHEREAS**, Phase 1 and Phase 2 of the Project have been completed; and

**WHEREAS**, additional time and funding are necessary to complete Phase 3, Construction Phase Tasks, for the Project; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to December 31, 2018 and to increase the amount by \$54,970.72 to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 6.

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

1. Amend 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, A-4, and A-5 in conformity with the terms of this Agreement. The services are generally described as follows: Provide services for Phase 1, Preliminary Design Basic Services, Phase 2, Final Design Basic Tasks, and Phase 3, Bid and Construction Phase Tasks, of the Castroville Railroad Crossing Bicycle/Pedestrian Path.

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, A-4, and A-5, 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 \$1,094,058.41.

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, 2018, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", to add "Exhibit A-5, Scope of Services/Payment Provisions."

5. 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, Project name and associated Purchase Order number, and an original hardcopy shall be sent to the following:

County of Monterey  
Resource Management Agency (RMA) – Finance Division

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Amendment No. 6 to Professional Services Agreement  
TRC Engineers, Inc.  
Castroville Railroad Crossing Bicycle/Pedestrian Path (RFQ/RFP #10197)  
RMA – Public Works and Facilities  
Term: December 28, 2010 – December 31, 2018  
Not to Exceed: \$1,094,058.41

168 West Alisal Street, 2<sup>nd</sup> Floor  
Salinas, California 93901

Any questions pertaining to invoices under this Agreement shall be directed to the RMA - Finance Division at (831) 755-4800.

6. All other terms and conditions of the Agreement remain unchanged and in full force.
7. This Amendment No. 6 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 6 are incorporated into the Agreement and this Amendment No. 6.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 6 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: [Signature]  
Contracts/Purchasing Officer

TRC Engineers, Inc.  
Contractor's Business Name

Date: 4-11-17

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

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

Date: 2/24/17

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

By: [Signature]  
Brian P. Briggs  
Deputy County Counsel

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

Its: Martin H Dodd / SECRETARY  
(Print Name and Title)

Date: 2-27-17

Date: 2/24/17

**Approved as to Fiscal Provisions**

By: [Signature]  
Auditor/Controller

Date: 3/1/17

**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.

## **EXHIBIT A-5- SCOPE OF SERVICES/PAYMENT PROVISIONS**

**To Professional Services Agreement, hereinafter referred to as "Agreement"**  
**by and between**

**County of Monterey, 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"**

### **SCOPE OF SERVICES**

CONTRACTOR shall provide construction phase engineering services and other assistance necessary for completion of the construction of the Project as listed below. All work shall be performed on a time and materials basis due to the indeterminate nature of the work and reimbursed at the hourly rates attached hereto as the Design Fee Estimate Worksheet. It is assumed that the County will provide a construction management firm to handle resident engineering and all other inspection and material testing services, as well as handle the coordination of Requests for Information (RFIs), Contract Change Orders (CCOs) and submittals, etc. for the County during construction.

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#### **PHASE III CONSTRUCTION PHASE TASKS**

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##### **TASK 4.B. Construction Phase Services**

CONTRACTOR shall provide support during the construction phase. CONTRACTOR has included a total of 452 labor hours of such work to cover the work in these tasks, including assumed labor hours for each of the following subtasks. CONTRACTOR does not warrant that the level of effort for all tasks or any specific task will be sufficient. The following subtasks may be performed:

##### **Task 4.B.1 – Preconstruction Meeting and Site Visits**

One (1) member of the CONTRACTOR's staff shall prepare for and attend the preconstruction meeting with the County, the CONTRACTOR, and the 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 the County. Additional site visits shall be reimbursed as Additional Services.

##### **Task 4.B.2 – Phone Consultation**

CONTRACTOR shall participate in phone consultation to discuss Project construction activities and answer questions that can be addressed without a site visit.



## **EXHIBIT A-5- SCOPE OF SERVICES/PAYMENT PROVISIONS**

### **Task 4.B.3 – Change Order Assistance**

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

### **Task 4.B.4 – Prestressing Shop Plan Review**

CONTRACTOR shall review Construction Contractor prepared prestressing system shop plans.

### **Task 4.B.5 – Other Shop Plan Reviews**

CONTRACTOR will review and provide comments on the following list of shop plans through the Resident Engineer (RE).

1. Concrete mix designs
2. Cast-In-Drilled-Hole (CIDH) Concrete Pile Placement Plan
3. Railings
4. Joint Seal Assemblies
5. Hinge Cable Restrainers
6. Column Isolation Casings
7. Electrical/Lighting
8. Bearing Devices (Polytetrafluoroethylene (PTFE)/Spherical Expansion Bearings)

Review of architectural features (such as formliners, concrete stain, and metal logo features) is specifically excluded as these were not selected alternates for construction.

### **Task 4.B.6 Responses to RFIs**

CONTRACTOR shall respond to RFIs from the Construction Contractor during the course of construction. It is expected that the CONTRACTOR will receive the RFIs directly from the RE on behalf of the County. RFIs will be provided in a standard format in Microsoft Word. CONTRACTOR will respond to the RFIs and return response to the RE in a PDF format. The County will be copied on RFI responses.

### **Task 4.B.7 Construction Staking and Notes**

County shall perform construction staking. Staking notes shall be prepared by CONTRACTOR.

- Construction cross sections will not be developed by CONTRACTOR but rather by the County.
- An excel table will be generated, tabulating each cross section interval generated and the critical points on each cross section.

## **EXHIBIT A-5- SCOPE OF SERVICES/PAYMENT PROVISIONS**

### **Task 4.B.8 Railroad and California Public Utilities Commission (CPUC) Coordination**

CONTRACTOR will assist in coordination with Union Pacific Railroad during the construction phase as required by the County or the County's RE. County or their RE will maintain regular contact regarding submittal reviews and document requests and discussions regarding the work affecting the railroad and keep the County informed of these activities. CONTRACTOR will prepare a Form G for the CPUC and closeout the Union Pacific Railroad Folder upon completion of the Project.

### **Task 4.B.9 Record Drawing Preparation**

CONTRACTOR shall take RE or County provided plan markups at the completion of construction and transfer the changes onto the original contract documents, to serve as the record drawings for the Project. Work will be prepared in an AutoCAD format. One (1) hardcopy set will be provided to the County along with electronic files in a PDF format.

This task is required by Caltrans Office of Structure Local Assistance (OSLA) and shall be performed to their standards and requirements except that work products will not be prepared in MicroStation format.

### **Task 4.B.10 Project Management**

CONTRACTOR shall manage the work related to this Amendment No. 6 including quality control of deliverables, documentation, maintaining files, and preparing monthly progress reports.

### **Task 4.B.11 Geotechnical**

CONTRACTOR shall provide geotechnical services by observing foundation construction and answering questions related to geotechnical considerations, to the extent of budget for this task including that for subcontractor Parikh Consultants, Inc. It is assumed that any required Gamma-Gamma or Cross-Hole Sonic Logging will be performed by the RE's team.

## EXHIBIT A-5- SCOPE OF SERVICES/PAYMENT PROVISIONS

### PAYMENT PROVISIONS

#### SERVICES/TOTAL COMPENSATION:

1. Services provided under Exhibit A-5, Scope of Services/Payment Provisions, shall be made on a time and materials basis at CONTRACTOR's standard hourly rates shown on the attached 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 subcontractor costs at actual cost.
4. 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: [https://www.co.monterey.ca.us/auditor/pdfs/County Travel Business Expense Policy 12-5-12.pdf](https://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.
5. CONTRACTOR will invoice monthly for payment of services provided and costs incurred, including actual hours worked by task and staff member, and costs incurred during the previous month.
6. CONTRACTOR warrants that the costs charged for services under the terms of this Agreement are not in excess of those charged to 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. 6 shall be increased in the amount of \$54,976.12 for a total amount not to exceed \$1,094,063.81, unless authorized by County through an amendment to 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.

Additional Services cannot be provided until the additional work is presented to the County and with County approval, amended into the Agreement. Once the amendment to the Agreement is fully executed, CONTRACTOR will be authorized to proceed with the described work.



## EXHIBIT A-5- SCOPE OF SERVICES/PAYMENT PROVISIONS

### DELIVERABLES LIST

Deliverable	Task
Review Meeting Notes (Notes to be Prepared by County or RE)	4.B.1
Modified Plans and/or Specifications for CCOs	4.B.3
Written Comments on Prestressing Shop Plans	4.B.4
Written Comments on Shop Plan Reviews	4.B.5
Written Responses to Contractor RFIs (PDF Format)	4.B.6
Survey Staking Notes	4.B.7
CPUC Form G	4.B.8
Record Drawings (1 Mylar Set)	4.B.9
Record Drawings (PDF Format)	4.B.9
Progress Reports	4.B.10

# EXHIBIT A-5 – SCOPE OF SERVICES/PAYMENT PROVISIONS

## TRC ENGINEERS, INC. DESIGN FEE ESTIMATE WORKSHEET

COUNTY OF MONTEREY  
CASTROVILLE RAILROAD CROSSING BICYCLE/PEDESTRIAN PATH  
AMENDMENT NO. 6 - PHASE 3, CONSTRUCTION PHASE TASKS

Expenses	
Description	Amount
Travel	
Airfare (Round Trips)	\$0.00
Mileage	\$577.80
Lodging	\$450.00
Per Diem	\$102.00
Car Rental	\$114.00
Miscellaneous	\$200.00
Travel Subtotal	\$1,443.80
ODC	\$991.92
Subcontractors Administrative Costs	\$0.00
ODC Subtotal	\$991.92
<b>Total</b>	<b>\$2,435.72</b>

Subcontractors	
Name	Amount
Peters Engineering	\$2,000.00
Parikh Consultants, Inc.	\$8,000.00
<b>Total</b>	<b>\$10,000.00</b>

Date: 02/21/17  
Overhead %: 0%  
Profit %: 0%

Project: 174373  
Increase: 0.0%  
Sub administration: 0%

21-Feb-17  
01:07:28 PM

Total Fee Estimate	
Labor	\$62,535.00
Subcontractors	\$10,000.00
Expenses	\$2,435.72
<b>Total</b>	<b>\$74,970.72</b>
Budget Remaining	\$20,000.00
Amendment Budget	\$54,970.72

# EXHIBIT A-5 - SCOPE OF SERVICES/PAYMENT PROVISIONS

COUNTY OF MONTEREY CASTROVILLE RAILROAD CROSSING BICYCLE/PEDESTRIAN PATH AMENDMENT NO. 6 - PHASE 3, CONSTRUCTION PHASE TASKS										TRC ENGINEERS, INC. DESIGN FEE ESTIMATE WORKSHEET										Date: Start Date: 02/21/17 End Date: 10/1/2016 12/31/2016				Project: 174373		Increase: Sub admin: Overhead %: Profit %:			
Task #	Phase Description	Principal		Project Specialist		Project Manager		Project Engineer		Senior Engineer		Engineer		CADD Supervisor		CADD Technician		Desktop Publisher		Administrative Assistant		Total Hours		Total \$		Phase Subtotals		% of Total	
		Hrs	Rate	Hrs	Rate	Hrs	Rate	Hrs	Rate	Hrs	Rate	Hrs	Rate	Hrs	Rate	Hrs	Rate	Hrs	Rate	Hrs	Rate	Hrs	Rate	Hrs	\$	Hrs	\$		
PHASE 3 - Construction Phase Tasks																													
4.B.1	Preconstruction Meeting and Site Visits (3 Meetings)							8	12	4													24	\$4,520.00			5%		
4.B.2	Phone Consultation							8	24													32	\$6,000.00			7%			
4.B.3	Change Order Assistance							8	10	10				2	10							40	\$6,190.00			9%			
4.B.4	Prestressing Shop Plan Review							1	2	4			40									47	\$5,740.00			10%			
4.B.5	Other Shop Plan Reviews																												
4.B.5.1	Concrete Mix Designs							1		2		8									1	12	\$1,515.00			3%			
4.B.5.2	CIDH Concrete Pile Placement Plan							1		4		8								1	14	\$1,795.00			3%				
4.B.5.3	Railings							1		4		12								1	18	\$2,255.00			4%				
4.B.5.4	Joint Seal Assemblies							1	2	12										1	16	\$2,335.00			4%				
4.B.5.5	Hinge Cable Restrainers							1	2	12										1	16	\$2,335.00			4%				
4.B.5.6	Column Isolation Casings							1		4		8								1	14	\$1,795.00			3%				
4.B.5.7	Electrical/Lighting																												
4.B.5.8	Bearing Devices (PTFE/Spherical Expansion Bearings)							1		8										1	10	\$1,435.00			2%				
4.B.6	Responses to RFIs (Assume 20 RFIs @ 2.5 hrs. ea.)							4	16			30										50	\$7,130.00			11%			
4.B.7	Construction Staking and Notes							1	2	8		8										19	\$2,620.00			4%			
4.B.8	Railroad and CPUC Coordination							2	2													4	\$820.00			1%			
4.B.9	Record Drawing Preparation (93 sheets @ 1 hr. ea.)							2		8				16	80							106	\$10,960.00			23%			
4.B.10	Project Management (1.5 hrs./month)							8	16											6	30	\$5,090.00			7%				
4.B.11	Geotechnical																												
Totals Page 1		Hrs	Rate	Hrs	Rate	Hrs	Rate	49	Hrs	88	Hrs	80	Hrs	114	Hrs	18	Hrs	90	Hrs		Hrs	13	452			452	\$62,535.00	100%	

# EXHIBIT A-5 – SCOPE OF SERVICES/PAYMENT PROVISIONS

## TRC ENGINEERS, INC. DESIGN FEE ESTIMATE WORKSHEET

Travel		Rancho Cordova	
From	To	Castroville/Salinas	
# of people	1		
# of days	3		
# of trips	3		
		# of nights	3
		#	8
Airfare (round trips)	x	trips	
Mileage	x	360 miles	
Lodging	x	3 nights	
Per Diem	x	3 days	
Car rental	x	3 days	
Miscellaneous (gas for rental)	x	1 units	
Total Travel			\$1,443.80

ODC's			
Mail	x	#	8 pieces
Overnight mail	x		15 pieces
Copies	x		1400 copies
Prints (22x34)	x		93 prints
Vellums (22x34)	x		0 prints
Mylars (22x34)	x		0 prints
Miscellaneous	x		1 units
Total ODC's			\$991.92

Total Travel and ODC's	\$2,435.72
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/11/2016

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  3780 Mansell Road Suite 370 Alpharetta, GA 30022	1-770-552-4225	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-552-4225 E-MAIL ADDRESS: jerry.noyola@greyling.com	FAX (A/C, No): 866-550-4082
INSURED TRC Engineers, Inc. TRC Companies, Inc. 10680 White Rock Road Suite 100 Rancho Cordova, CA 95670		INSURER(S) AFFORDING COVERAGE INSURER A: NATIONAL UNION FIRE INS CO OF PITTS 19445 INSURER B: XL SPECIALTY INS CO 37885 INSURER C: NEW HAMPSHIRE INS CO 23841 INSURER D: STEADFAST INS CO 26387 INSURER E: INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 47357332

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL5341999	07/01/16	04/01/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA 4773667 (AOS) CA 4773668 (MA)	07/01/16 07/01/16	04/01/17 04/01/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			US00075712LI16A	07/01/16	04/01/17	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC022298274 (AOS) WC022298275 (CA)	07/01/16 07/01/16	04/01/17 04/01/17	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability Including Pollution Liability			PEC019684300	07/01/16	04/01/17	Per Claim 5,000,000 Aggregate 5,000,000

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

The County of Monterey, its officers, employees and agents are additional insureds as respects general liability and automobile liability policies where required by written contract. This insurance is primary and non-contributory where required by written contract. A waiver of subrogation is applicable where required by written contract and allowed by law.

## CERTIFICATE HOLDER

## CANCELLATION

County of Monterey  Wendi Reed 168 West 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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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:

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.

- 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

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.

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:

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.

**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

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.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

Name Of Person Or Organization:

Pursuant to applicable written contract or agreement you enter into

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



POLICY NUMBER: CA 477-36-67

COMMERCIAL AUTO  
CA 20 48 10 13

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

**DESIGNATED INSURED FOR COVERED  
AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER 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" for Covered Autos Liability Coverage 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.

<b>Named Insured:</b> TRC Companies, Inc.
<b>Endorsement Effective Date:</b> 07/01/2016
<b>SCHEDULE</b>
<b>Name Of Person(s) Or Organization(s):</b>  AS REQUIRED PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1.

of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

## ENDORSEMENT

This endorsement, effective 12:01 A.M. 07/01/2016 forms a part of  
policy No. CA 477-36-67 issued to TRC Companies, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

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

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

*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.

74445 (10/99)

  
AUTHORIZED REPRESENTATIVE

## ENDORSEMENT

### 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 **07/01/2016** forms a part of Policy No. **WC 022-29-8275**

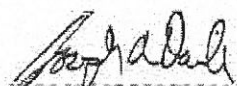
Issued to **TRC Companies, Inc.**

By **National Union Fire Insurance Company of Pittsburgh, PA**

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 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% of the total estimated workers compensation premium for this policy.

WC 04 03 61 (11/90)

  
AUTHORIZED REPRESENTATIVE