

Attachment A

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

THIS AMENDMENT NO. 6 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-3 – 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, Agreement was amended by the Parties on July 18, 2022 (hereinafter, “Amendment No. 5”, including Exhibit A-2 – Scope of Services Payment Provisions) to update provisions, to extend the term for one (1) additional year through December 31, 2023, to update the Rate Schedule, effective January 1, 2023, and to increase the amount by \$99,674 which resulted in a total not to exceed amount of \$773,034; and

WHEREAS, the Parties agree that the Rate Schedule in Exhibit A-3 – Scope of Services/Payment Provisions of the Agreement remains valid through December 31, 2024; and

WHEREAS, the Project’s schedule has been delayed due to the 2023 winter storm damage and road repair and permitting support services are necessary to allow CONTRACTOR to provide additional services for repair of the Project; and

Amendment No. 6 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, 2024
Not to Exceed: \$811,449

WHEREAS, County has a need for additional services required to provide change order assistance, site visits, project management and environmental and Caltrans coordination for 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 extend the term for one (1) additional year to December 31, 2024 and to increase the amount by \$38,415 for a total amount not to exceed \$811,449 to allow CONTRACTOR to continue to provide services 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 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, A-3, and A-4** 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, A-3, and A-4**, 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 \$811,449.

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, 2024, unless sooner terminated pursuant to the terms of this Agreement.

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

5. The “Project Schedule” referenced in the Agreement, Exhibit A - Scope of Services/Payment Provisions, is hereby amended to extend through December 31, 2024, to conform to the amended term of the Agreement.

6. All other terms and conditions of the Agreement, including all Exhibits thereto, 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.

Amendment No. 6 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, 2024
Not to Exceed: \$811,449

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

Debra R. Wilson, Contracts/Purchasing Officer

By: _____

Its: _____
(Print Name and Title)

Date: _____

Approved as to Form

Office of the County Counsel

Leslie J. Girard, County Counsel


By: 

Mary Grace Perry
Deputy County Counsel

Date: 9/29/2023 | 10:54 AM PDT

Approved as to Fiscal Provisions

Rupa Shah, Auditor-Controller

By: 

Patricia Ruiz

Its: Auditor Controller Analyst I

(Print Name and Title)

Date: 10/2/2023 | 7:34 AM PDT

Approved as to Indemnity and Insurance Provisions

Office of the County Counsel


David Bolton, Risk Manager

By: _____

Date: _____

CONTRACTOR*

TRC Engineers, Inc.


By: 

Mark A. Imbriani

Its: Mark A. Imbriani, Vice President

(Print Name and Title)

Date: 9/28/2023 | 3:06 PM PDT

By: 

Grant Ratkovic

Its: Grant Ratkovic, Assistant Secretary

(Print Name and Title)

Date: 9/28/2023 | 6:01 PM PDT

*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. 6 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, 2024

Not to Exceed: \$811,449

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
TRC Engineers, Inc., hereinafter referred to as “CONTRACTOR”**

The previous Scope of Services has been completed, including delivering final contract documents. This Amendment No. 6 includes road repair and permitting support 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

CONTRACTOR’s Scope of Services for the Project consists of the following Phases under this Amendment No. 6 to the Agreement:

Phase III: Construction

PHASE 0: PROJECT MANAGEMENT

No additional services proposed under Amendment No. 6 to this Agreement.

PHASE I: PRELIMINARY ENGINEERING AND REPORTS

No additional services proposed under Amendment No. 6 to this Agreement.

PHASE II: FINAL DESIGN

No additional services proposed under Amendment No. 6 to this Agreement.

PHASE III: BIDDING AND CONSTRUCTION

3.1 CONSTRUCTION SUPPORT

Upon approval by County, 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

No additional services proposed under Amendment No. 6 to this Agreement.

Total Amount Increase: \$0.00

3.1.2 RESPOND TO CONTRACTOR RFIs

No additional services proposed under Amendment No. 6 to this Agreement.

Total Amount Increase: \$0.00

3.1.3 SUBMITTAL REVIEWS

No additional services proposed under Amendment No. 6 to this Agreement.

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Total Amount Increase: \$0.00

3.1.4 CHANGE ORDER ASSISTANCE

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

Total Amount Increase: \$9,620.00

3.1.5 SITE VISITS

One (1) member of the CONTRACTOR's staff shall prepare for and attend a site visit to observe conditions after storm damage. Additional site visits shall be reimbursed as Additional Services.

Total Amount Increase: \$800.00

3.1.6 PROJECT MANAGEMENT AND CALTRANS COORDINATION

CONTRACTOR will oversee and coordinate work proposed under Amendment No. 6 to this Agreement.

Total Amount Increase: \$1,700.00

3.1.7 GEOTECHNICAL OBSERVATION

No additional services proposed under Amendment No. 6 to this Agreement.

Total Amount Increase: \$0.00

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 \$24,708 for subcontractor 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: \$25,778.00

3.1.9 EXPENSES

CONTRACTOR will be reimbursed for travel and other direct costs.

Total Amount Increase: \$517.00

3.2 AS-BUILT PLANS

3.2.1 AS-BUILT PLANS

No additional services proposed under Amendment No. 6 to this Agreement.

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Total Amount Increase: \$0.00

TOTAL AMOUNT INCREASE FOR PHASE 0, I, II AND III: \$38,415.00

GRAND TOTAL FOR PHASE 0, I, II AND III: \$731,584.00

PHASE IV: SUPPLEMENTAL SERVICES

No additional services proposed under Amendment No. 6 to this Agreement.

TOTAL AMOUNT INCREASE FOR PHASE IV: \$0.00

GRAND TOTAL FOR PHASE IV: \$79,865.00

GRAND TOTAL OF AGREEMENT: \$811,449.00

ANY ADDITIONAL SERVICES REFERENCED IN THIS EXHIBIT A-4 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 subcontractor costs. CONTRACTOR shall be reimbursed for subcontractor 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 County's "Travel and Business Expense Reimbursement Policy". A copy of the 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, 2024). A

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

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 \$693,169 shall be increased by \$38,415 for a total not to exceed amount of \$731,584. 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 \$38,415 for a total Agreement amount not to exceed \$811,449**, 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 (*Hartnell Road Bridge Replacement*) 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.

COUNTY OF MONTEREY
HARTNELL ROAD BRIDGE REPLACEMENT
AMENDMENT NO. 6 TO AGREEMENT

TRC ENGINEERS, INC.
DESIGN FEE ESTIMATE WORKSHEET

Date:
Overhead %:
Profit %:

09/26/23
0%
0%

Project:
Increase:
Sub administration:

226646
0.0%
0%

26-Sep-23
04:43:04 PM

Expenses	
Description	Amount
Travel	
Airfare (round trips)	\$0
Mileage	\$0
Lodging	\$150
Per Diem	\$34
Car Rental	\$100
Misc.	\$100
Travel Subtotal	\$384
Other Direct Costs	\$133
Subconsultants Admin. Costs	\$0
ODC Subtotal	\$133
Total	\$517

Subconsultants	
Name	Amount
Peters Engineering Group	\$0.00
LSA Associates, Inc.	\$24,708.00
Parikh Consultants, Inc.	\$0.00
Whitson Engineers	\$0.00
WRECO	\$0.00
Total	\$24,708

Total Fee Estimate	
Labor	\$13,190.00
Subconsultants	\$24,708.00
Expenses	\$517
Total	\$38,415

TRC ENGINEERS, INC.
FEE ESTIMATE WORKSHEET

Travel

From	Rancho Cordova	
To	Salinas	
# of people	1	
# of days	1	# of nights 0
# of trips	1	

	Rate		#			#		8
Airfare (round trips)		x		trips	x		people	=
Mileage	\$0.655	x	360	miles	x	0	trips	=
Lodging	\$150.00	x	1	nights	x	1	people	=
Per Diem	\$34.00	x	1	days	x	1	people	=
Car rental	\$50.00	x	2	days	x	1	people	=
Miscellaneous (gas for rental)	\$50.00	x	2	units	x	1	units	=
Total Travel								\$384.00

ODC's

	Rate		#			
Mail	\$0.64	x	2	pieces	=	\$1.28
Overnight mail	\$10.48	x	2	pieces	=	\$20.96
Copies	\$0.07	x	80	copies	=	\$5.60
Prints (22x34)	\$2.50	x	2	prints	=	\$5.00
Vellums (22x34)	\$7.50	x	0	prints	=	\$0.00
Mylars (22x34)	\$15.00	x	0	prints	=	\$0.00
Miscellaneous	\$100.00	x	1	units	=	\$100.00
Total ODC's						\$132.84

Total Travel and ODC's \$516.84