

Attachment D

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

THIS AMENDMENT NO. 3 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, indemnification provisions of the Agreement require an update; and

WHEREAS, County has a continued need for services beyond the anticipated five (5) year Agreement term allowed per Request for Qualifications (RFQ) #10490; and

WHEREAS, additional time is necessary to allow CONTRACTOR to address additional environmental requirements as required by the United States Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS); and

WHEREAS, the Parties wish to further amend the Agreement to update the indemnification provisions of the Agreement and to extend the term for approximately thirty-three (33) additional months to December 31, 2021 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 3.

Amendment No. 3 to PSA No. A-12680
TRC Engineers, Inc.
Hartnell Road Bridge Replacement (RFQ# 10490)
RMA – Public Works, Parks and Facilities
Term: April 7, 2015 – December 31, 2021
Not to Exceed: \$554,470

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

1. 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, 2021, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Section 8.2, "Indemnification for Design Professional Services Claims", of Paragraph 8, "Indemnification", to read as follows:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

3. The "Project Schedule" referenced in the Agreement, Exhibit A - Scope of Services/Payment Provisions, is hereby amended to extend through December 31, 2021, to conform to the amended term of the Agreement.
4. 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 #3000*1656, Project name and associated Purchase Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us.

County of Monterey
Resource Management Agency (RMA) - 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 RMA Finance Division at (831) 755-4800 or via email to RMA-Finance-AP-GP@co.monterey.ca.us.

5. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.

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6. This Amendment No. 3 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Mary Grace Perry
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____

Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR*

TRC Engineers, Inc.

Contractor's Business Name

By: _____

(Signature of Chair, President or Vice President)

Its: _____

(Print Name and Title)

Date: _____

By: _____

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

Its: _____

(Print Name and Title)

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.

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