

**AMENDMENT NO. 2 TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF MANTECA AND TRC ENGINEERS, INC.**

This Amendment No. 2 ("Amendment") to Agreement #C2025-04 ("Agreement") between the City of Manteca and TRC Engineers, Inc. is made and entered into this 6th day of October, 2025 by and between TRC Engineers, Inc., a California corporation ("Consultant") and the City of Manteca, a municipal corporation ("City").

RECITALS

A. On January 21, 2025, the City of Manteca approved an Agreement with Consultant to provide professional services for construction management and inspection services for the Main Street (Northgate Dr to Alameda St) Bike and Pedestrian Improvement Project CIP 20005 HSIPL 5242(035).

B. On June 3, 2025, the City of Manteca approved Amendment No. 1 with Consultant to provide expanded construction management and inspection services tasks for the Main Street (Northgate Dr to Alameda St) Bike and Pedestrian Improvement Project CIP 20005 HSIPL 5242(035).

C. City now desires to amend the Agreement in order to expand the tasks to be undertaken by the Consultant.

D. Consultant represents that it has the necessary professional skills and experience to satisfactorily provide consulting services in a timely manner.

E. City desires to engage Consultant for the purposes of completing the scope of services identified.

NOW, THEREFORE, the parties hereby agree as follows:

1. Paragraph 3 of the Agreement is hereby amended to read as follows:

"3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Attachment 1, which is incorporated herein by reference. In addition to the Compensation for the Agreement, compensation for Amendment No. 2 services shall in no event exceed **FORTY THOUSAND DOLLARS (\$40,000)** without additional authorization from the City. In no event shall total compensation for work performed pursuant to this Agreement, Amendment No. 1, and Amendment No. 2 exceed **TWO HUNDRED NINETY SIX THOUSAND TWO HUNDRED NINETY SEVEN DOLLARS AND TWELVE CENTS (\$296,297.12)** without additional authorization from the City. Payment by City under this Agreement shall not be

deemed a waiver of defects, even if such defects were known to the City at the time of payment.”

2. Except as otherwise provided in this Amendment, the Agreement shall continue in full force and effect.

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TO EFFECTUATE THIS AMENDMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF MANTECA:



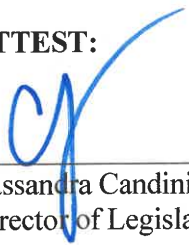
Toni Lundgren
City Manager

CONSULTANT:

TRC Engineers, Inc.

(Type name of Consultant/form of organization)*

ATTEST:



Cassandra Candini-Tilton,
Director of Legislative Services



By:



(Signature)
Lincoln Leaman, Vice President

(Type name and title)

COUNTERSIGNED:



Matthew Boring
Director of Finance

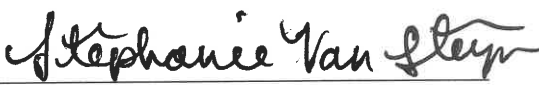
By:



(Signature)
Dustin Rath, Vice President

(Type name and title)

COUNTERSIGNED:



Stephanie Van Steyn,
Director of Human Resources

Address:

10680 White Rock Road, Ste 100

Rancho Cordova, CA 95670

Telephone:

916.562.2033

APPROVED AS TO FORM:



By: Riana Daniel, Interim City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2025

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 have ADDITIONAL INSURED provisions or 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 Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022		CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 7702207699 FAX (A/C, No): E-MAIL ADDRESS: greylingcerts@greyling.com	
		INSURER(S) AFFORDING COVERAGE INSURER A : National Union Fire Ins Co of Pittsburg	NAIC # 19445
INSURED TRC Engineers, Inc.; TRC Solutions, Inc. TRC Companies, Inc. 6 Executive Circle, Suite 200 Irvine CA 92614-0000		INSURER B : New Hampshire Insurance Company INSURER C : AIU Insurance Company INSURER D : Allied World Assurance Co (U.S.) Inc. INSURER E : Gotham Insurance Company INSURER F : Lloyd's of London	23841 19399 19489 25569 85202

COVERAGES

CERTIFICATE NUMBER: 1016628915

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	Y	Y	GL5341999	4/1/2025	4/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			CA4773667 (AOS) CA4773668 (MA)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			03127873 EX202500003211	4/1/2025 4/1/2025	4/1/2026 4/1/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Each Occur./Aggregate \$ \$4M/\$4M
B	☒ 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/A	WC013711861 (AOS) WC013711862 (CA)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
F	Professional Liability incl. Pollution Liability			B0146LDUSA2505304	4/1/2025	4/1/2026	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)

Re: TRC Project #633352.9990.0000 - Main Street (Northgate Dr to Alameda St) Bike & Pedestrian Improvement Project CIP 20005 HSIPL 5242(035). The City, its elected and appointed officers, officials, employees, agents and volunteers are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation & professional liability are primary & non contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER

CANCELLATION

City of Manteca 1001 W. Center Street Manteca CA 95337	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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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;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ATTACHMENT 5

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 04/01/2025 forms a part of Policy No. WC 013-71-1862

Issued to TRC COMPANIES, LLC

By A I U INSURANCE COMPANY

We have a 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 2.00 % of the total estimated workers compensation premium for this policy.

