

AMENDMENT #2 TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND
OVERLAND, PACIFIC & CUTLER, INC.

THIS AMENDMENT NO. 2 to the agreement dated February 25, 2015, between the Transportation Agency for Monterey County, hereinafter referred to as "TAMC," and Overland, Pacific & Cutler, Inc., hereinafter referred to as "Consultant," is hereby entered into between TAMC and the Consultant.

RECITALS:

- A. **WHEREAS**, TAMC and Consultant entered into an agreement for professional services on February 25, 2015, hereinafter referred to as "Agreement;" and
- B. **WHEREAS**, TAMC and Consultant approved Amendment #1 to the agreement, dated September 23, 2015, to amend the scope of work as stated in the Consultant Agreement in order to appraise and acquire the parcels identified as "potential additional acquisitions" in the Request for Qualifications Supplemental; and
- C. **WHEREAS**, the property acquisition negotiations for the parcels located at the Salinas Rail Extension have slowed, requiring the appraisal documents to be updated to advance negotiations; and
- D. **WHEREAS**, TAMC and Consultant desire to amend the agreement for professional services to update the appraisal documents.

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

1. **SCOPE OF WORK**

The Scope of Work attached to the Agreement as amended as Attachment A is hereby replaced with the Scope of Work designated Exhibit A-1 and dated August 24, 2016 and shall be effective upon execution. Exhibit A-1 is attached hereto as Exhibit A.

2. **BUDGET AND TOTAL COMPENSATION**

The Budget attached to the Agreement as amended as Attachment B is hereby replaced with the Budget designated Exhibit B-1 dated August 24, 2016 and shall be effective upon execution. Exhibit B-1 is attached hereto as Exhibit B. The total compensation to be paid pursuant to this Agreement as amended shall not exceed THREE HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED DOLLARS (\$353,100).

3. **REMAINDER OF TERMS UNCHANGED**

All other terms of the Agreement remain in full effect.

An executed copy of this Amendment No. 2 shall be attached to the Agreement and shall be incorporated as if fully set forth therein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement with Overland, Pacific & Cutler, Inc.

TAMC:

CONSULTANT:

Debra L. Hale
Executive Director

(date)

Approved as to form:

TAMC Counsel

(date)

(date)

Exhibit A-1: Revised August 24, 2016

SCOPE OF WORK

FOR

REAL ESTATE RIGHT OF WAY ACQUISITION SERVICES

I. INTRODUCTION

The Transportation Agency for Monterey County (TAMC) is the designated Regional Transportation Planning Agency (RTPA) for Monterey County. TAMC represents thirteen jurisdictions, including the cities of Carmel-By-The-Sea, Del Rey Oaks, Gonzales, Greenfield, King City, Marina, Monterey, Pacific Grove, Salinas, Sand City, Seaside, Soledad and the County of Monterey. In addition, TAMC has five ex-officio member agencies, including the Association of Monterey Bay Area Governments (AMBAG), the Monterey Peninsula Airport District (MPAD), Monterey-Salinas Transit (MST), the Monterey Bay Unified Air Pollution Control District (MBUAPCD), and Caltrans District 5.

II. SCOPE OF WORK

Address	Parcel	Acquisition	Relocation
19 Station Place	002-171-008	Full / Fee / Permanent	Vacant
17 Station Place	002-171-007	Full / Fee / Permanent	Multi-residential occupants
15 Station Place	002-171-006	Full / Fee / Permanent	Vacant
54 W Market St	002-171-011	Full / Fee / Permanent	Vacant building. Personal property move only.
52 W Market St	002-171-010	Full / Fee / Permanent	Vacant building. Personal property move only.
42 W Market St	002-171-005	Full / Fee / Permanent	Vacant building. Personal property move only.
18 Station Place	002-171-023	Full / Fee / Permanent	Vacant
30 W Market St	002-172-001	Full / Fee / Permanent	2 Business relocations
26 W Market St	002-172-002	Full / Fee / Permanent	1 business relocation

The following parcels were added and incorporated fully into the scope of work with Contract Amendment #1, dated September 23, 2015:

Address	Parcel	Acquisition	Relocation
21 Happ Place	002-031-030	Partial / Fee / Permanent	Business
	002-031-028	Partial / Fee / Permanent	Business
21 New St	002-021-009	Partial / Fee / Permanent	Business
320 W Market St	002-021-008	Partial / Fee / Permanent	Business
330 W Market St	002-021-007	Partial / Fee / Permanent	Business
346 W Market St	002-021-006	Partial / Fee / Permanent	Business
356 W Market St	002-021-005	Partial / Fee / Permanent	Business

The real estate acquisition consultant shall provide right-of-way negotiation services for up to sixteen parcels or portions thereof. The consultant shall provide the acquisition agent services necessary to complete the property purchases, including relocation assistance, with each property owner to negotiate an equitable right-of-way agreement. For those parcels where agreement is reached, the consultant shall secure title reports (as part of Agency's escrow costs), prepare grant deeds, prepare escrow instructions, and coordinate with the Transportation Agency to assure close of escrow and payment to owner. If necessary, the consultant shall provide data in support of filing of eminent domain action, including diaries for individual parcels. Other parties under separate contract with the Transportation Agency will conduct legal services and engineering services (including hazardous materials investigations).

The consultant shall also be able to provide right-of-way appraisal services, which may include one or more parcels and sub-parcels, and which may be properties requiring dual appraisals. Where dual appraisals, FF&E appraisals and or specialty appraisals are required, the Transportation Agency will provide the other appraisal by others. The consultant shall provide complete appraisals. Appraisals shall conform to the standards prescribed by the Federal and State Uniform Relocation Assistance and Real Property Acquisition Policies Acts, the Federal Transit Administration or Federal Highway Administration procedures, and Caltrans procedures. The consultant(s) shall coordinate with TAMC's review appraiser and TAMC's legal advisors and incorporate comments into appraisals, as necessary.

The real estate consultant will provide oversight to include continuous review and evaluation of the process to ensure compliance with statutory and regulatory requirements including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (Uniform Act), 49 CFR Part 24 (the Regulations by which all Federal projects must follow), applicable Federal Transit Administration Circulars, State of California Department of Transportation Right of Way Manual, and all other State and federal standards for right-of-way acquisition for transportation, transit, and/or rail projects using federal funds.

1. Once given a notice to proceed, the consultant shall review all documents and materials provided by the Transportation Agency related to the existing and on-going property negotiations.

2. Within 30 days consultant shall prepare an acquisition plan and schedule (utilizing MS Project) for conducting the property purchases in sufficient detail to show the individual steps. Consultant shall provide written monthly reports on the status of purchase for all the parcels, as well as verbal updates as necessary, to Transportation Agency staff.
3. The consultant is to identify all interests, including any subordinate interests, which may be adverse to the Transportation Agency's proposed use of the properties for the Salinas Rail Extension project. Interests to be acquired or cleared include, but may not be limited to, the fee, lease interests exceeding thirty (30) days, occupants, advertising structures, easements inconsistent with the Transportation Agency's use and subordinate interests; e.g., deeds of trust, bonds, etc.
4. The consultant is to prepare Purchase Agreements, Grant and Easement Deeds, and Certification of Tenants and other pertinent documents for each property to be acquired. If non-residential lessees or tenants are in occupancy, the consultant is to prepare Offset Statements. If owner occupied, the consultant is to prepare a certification of occupancy. All documents will be approved by the Transportation Agency.
5. The consultant is to perform all acquisition duties up to and including close of escrow or recordation of Final Order of Condemnation, and receipt of policy of title insurance.
6. Consultant shall provide relocation services in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC 4601 et seq.) and implementing regulation, 49 CFR Part 24; California Government Code Section 7267 et seq.; California Code of Civil Procedure Sections 1263.010 to 1263.620 and 1255.010 to 1255.060; Housing and Community Development Title 25; State of California, Department of Transportation, Right of Way Manual, as applicable. This includes informing displaced property owners of available relocation assistance services and benefits, and explaining relocation process; assisting in locating suitable replacement properties and provides written referrals to same, as appropriate; and determining eligibility for and proposed amount of relocation benefits, including actual and reasonable moving payments, re-establishment payments, or fixed payments.
7. The consultant shall conduct appraisals in accordance with Caltrans standards, the Uniform Relocation Assistance and Real Property Acquisition Policies Act, and appropriate Uniform Standards of Professional Appraisal Practice (USPAP) guidelines. The work shall begin upon notice to proceed and be completed within 30 days of receipt of the preliminary title report and hazardous materials assessment provided by TAMC.

8. Per Federal and State regulations (Uniform Act), qualified reviewing appraisers shall examine all appraisals to assure that they meet applicable appraisal requirements and the consultant shall make all necessary corrections or revisions. The consultant shall ensure the appraisals meet all Federal and State regulations.
9. Consultant represents that Consultant and its agents, subcontractors and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
10. Consultant, its agents, subcontractors, and employees, shall perform all work in a safe, skillful, and professional manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
11. Consultant shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. Consultant shall not use TAMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
12. Consultant shall update appraisal documents, as directed by TAMC staff, to verify that comparable sale and property information is still accurate, or to revise as necessary, and provide an updated appraisal report with current date of valuation. The consultant shall conduct appraisals in accordance with Caltrans standards, the Uniform Relocation Assistance and Real Property Acquisition Policies Act, and appropriate Uniform Standards of Professional Appraisal Practice (USPAP) guidelines. The work shall begin upon notice to proceed and be completed within 30 days of receipt of the preliminary title report and hazardous materials assessment provided by TAMC.

Transportation Agency for Monterey County
Salinas Rail Extension Right of Way Acquisition
Overland, Pacific & Cutler Budget

Exhibit B-1
Revised August 21, 2015

Reference	Parcel	Address	Appraisal Tasks	Acquisition Tasks	Relocation Tasks
A	002-171-008	19 Station Place	1 Full - Vacant	Full / Fee / Permanent	Vacant - 0 Relocation
B	002-171-007	17 Station Place	1 Full - Improved	Full / Fee / Permanent	Residential - 10 Potential
C	002-171-006	15 Station Place	1 Full - Vacant	Full / Fee / Permanent	Vacant - 0 Relocation
D	002-171-011	54 W Market St	1 Full Improved Commercial	Full / Fee / Permanent	Vacant - 1 Personal Property Move
E	002-171-010	52 W Market St		Included with Parcel D	
F	002-171-005	42 W Market St	1 Full Improved Commercial	1 Full, 1 Lease / Fee / Permanent	Business - 1 Non-Operating Business, Personal Property
G	002-171-023	18 Station Place	1 Full Improved Commercial	Full / Fee / Permanent	Vacant - 0 Relocation
H	002-172-001	30 W Market St	1 Full Improved Commercial	1 Full, 1 Commercial Tenant / Fee / Permanent	Business - 2 Commercial
I	002-172-002	26 W Market St	1 Full Commercial	1 Full, 1 Commercial Tenant / Fee / Permanent	Business - 1 Commercial
The following parcels were added with Contract Amendment #1, dated September 23, 2015					
N	002-031-030	21 Happ Place	1 Partial Commercial. Before and After appraisal of entire property required. Includes \$20,000 additional cost for very detailed cost to cure analysis (*)	1 Partial Commercial	1 Partial Commercial
M	002-031-028				
Q	002-021-009	21 New St	1 Partial Vacant Commercial	1 Partial	0
R	002-021-008	320 W Market St			
S	002-021-007	330 W Market St			
U	002-021-006	346 W Market St	1 Partial	1 Partial	0
V	002-021-005	356 W Market St	1 Partial Commercial	1 Partial Commercial	0

* Included in this is a very detailed cost to cure analysis that involves architects and contractors. This might not be necessary depending on whether or not the project designers prepare a mitigation plan.

Parcel Reference	Parcel	Address	Appraisal	Acquisition	Escrow	Relocation	Relocation Plan	Subtotal
A	002-171-008	19 Station Place	\$ 4,800	\$ 5,000	\$ 750	\$ -	\$ -	\$ 10,550
B	002-171-007	17 Station Place	\$ 7,200	\$ 5,000	\$ 750	\$ 40,000	\$ 5,250	\$ 58,200
C	002-171-006	15 Station Place	\$ 4,800	\$ 5,000	\$ 750	\$ -	\$ -	\$ 10,550
D	002-171-011	54 W Market St	\$ 5,900	\$ 5,000	\$ 750	\$ 3,000	\$ -	\$ 14,650
E	002-171-010	52 W Market St	Included with Parcel D					\$ -
F	002-171-005	42 W Market St	\$ 6,800	\$ 7,500	\$ 1,500	\$ 4,000	\$ -	\$ 19,800
G	002-171-023	18 Station Place	\$ 4,800	\$ 5,000	\$ 750	\$ -	\$ -	\$ 10,550
H	002-172-001	30 W Market St	\$ 6,800	\$ 8,500	\$ 1,500	\$ 9,000	\$ -	\$ 25,800
I	002-172-002	26 W Market St	\$ 7,800	\$ 5,000	\$ 1,500	\$ 6,000	\$ -	\$ 20,300
Subtotal			\$ 48,900	\$ 46,000	\$ 8,250	\$ 62,000	\$ 5,250	\$ 170,400
Project Management								\$ 60,000
Total								\$ 230,400

The following parcels were added with Contract Amendment #1, dated September 23, 2015

N	002-031-030	21 Happ Place	\$ 14,500	\$ 7,500	\$ 750	\$ 4,000	\$ -	\$ 26,750
M	002-031-028	21 Happ Place	Included with Parcel N					\$ -
Q	002-021-009	21 New St	\$ 5,900	\$ 5,000	\$ 750	\$ -	\$ -	\$ 11,650
R	002-021-008	320 W Market St	Included with Parcel					\$ -
S	002-021-007	330 W Market St	Included with Parcel					\$ -
U	002-021-006	346 W Market St	\$ 5,900	\$ 5,000	\$ 750	\$ -	\$ -	\$ 11,650
V	002-021-005	356 W Market St	\$ 5,900	\$ 5,000	\$ 750	\$ -	\$ -	\$ 11,650
Subtotal			\$ 32,200	\$ 22,500	\$ 3,000	\$ 4,000	\$ -	\$ 61,700
21 Happ Place Mitigation Plan Analysis								\$ 20,000

The following parcels were added with Contract Amendment #2, dated August 24, 2016

Parcel Reference	Parcel	Address	Revised Appraisals	Acquisition	Escrow	Relocation	Relocation Plan	Subtotal
A	002-171-008	19 Station Place	\$ 4,800	\$ -	\$ -	\$ -	\$ -	\$ 4,800
B	002-171-007	17 Station Place	\$ 7,200	\$ -	\$ -	\$ -	\$ -	\$ 7,200
C	002-171-006	15 Station Place	\$ 9,600	\$ -	\$ -	\$ -	\$ -	\$ 9,600
D	002-171-011	54 W Market St	Included with Parcel C					\$ -
E	002-171-010	52 W Market St	Included with Parcel C					\$ -
F	002-171-005	42 W Market St	\$ 6,800	\$ -	\$ -	\$ -	\$ -	\$ 6,800
G	002-171-023	18 Station Place	\$ 4,800	\$ -	\$ -	\$ -	\$ -	\$ 4,800
H	002-172-001	30 W Market St	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I	002-172-002	26 W Market St	\$ 7,800	\$ -	\$ -	\$ -	\$ -	\$ 7,800
Subtotal			\$ 41,000	\$ -	\$ -	\$ -	\$ -	\$ 41,000
Total Not-to-Exceed								\$ 353,100

Payment Terms:

1. **Appraisal** - Payment of appraisal costs (Scope of Work items #7 & 8) will be by parcel upon receipt by TAMC of a completed and Review Appraiser verified acquisition appraisal report that is approved by TAMC.

2. **Acquisition & Escrow** - Payment of acquisition costs (Scope of Work items #1 - 5) will be based on the percentage of work completed by parcel for a given month, as described in the consultant's written monthly progress report submitted to TAMC. Escrow costs will be paid by TAMC at close of escrow.

3. **Relocation & Relocation Plan** - Payment of relocations costs (Scope of Work item 6) will be based on the percentage of work completed by parcel for a given month, as described in the consultant's written monthly progress report submitted to TAMC. Relocation plan costs will be paid upon receipt by TAMC of a completed Relocation Plan that is approved by TAMC.