

AMENDMENT # 4 TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND
HDR ENGINEERING, INC.

THIS AMENDMENT NO. 4 to the agreement dated June 25, 2014, between the Transportation Agency for Monterey County, hereinafter referred to as “TAMC,” and HDR Engineering, Inc., hereinafter referred to as “Consultant,” is hereby entered into between TAMC and Consultant.

RECITALS:

- A. **WHEREAS**, TAMC and Consultant entered into an agreement for professional services on June 25, 2014, hereinafter referred to as “Agreement;”
- B. **WHEREAS**, the Agreement relates to the Salinas Rail Extension Kick Start Project (the “Project”), which is currently in the final design phase and for which Consultant is to provide construction documentation for bidding purposes;
- C. **WHEREAS**, the Agreement contains a Not to Exceed amount which may be amended only by the written agreement of the parties. The Not to Exceed amount establishes the maximum amount of costs which may be incurred under the Agreement; and
- D. **WHEREAS**, TAMC and Consultant approved Amendment #1 on April 27, 2016 to increase the maximum amount payable and expand the Scope of Services to add additional traffic analysis and other studies for the improvements to Highway 183 associated with the Project; and
- E. **WHEREAS**, TAMC and Consultant approved Amendment #2 on May 24, 2017 to extend the agreement to June 30, 2019; and
- F. **WHEREAS**, TAMC and Consultant approved Amendment #3 on August 23, 2017 to modify the contract budget to add task 17: Plans, Specifications, and Estimates (PS&E) for building demolition work for Package 1; and
- G. **WHEREAS**, TAMC and Consultant desire to amend the agreement for professional services to allow revised per task budgeted amounts while maintaining the current Not to Exceed amount as established in Amendment #3 to the Agreement; and
- H. **WHEREAS**, TAMC and Consultant acknowledge and agree that this Amendment #4 does not amend, increase, or otherwise alter the Not to Exceed amount as established in Amendment #3 to the Agreement;

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

1. BUDGET AND TOTAL COMPENSATION

The Budget attached to the Agreement as amended as Exhibit B is hereby replaced with the Budget designated Exhibit B-3, dated February 6, 2018, and shall be effective upon execution. Exhibit B-3 is attached hereto as Exhibit B-2 and provides for the reallocation of budgeted amounts within the existing Not to Exceed amount of Two Million, Five Hundred Eleven Thousand, Nine Hundred Ninety Seven Dollars (\$2,511,997). The Budget will now include Exhibit B, Exhibit B-1, Exhibit B-2, and Exhibit B-3. There is no increase in the Not to Exceed amount.

2. SCOPE OF WORK

The Scope of Work attached to the Agreement as Exhibit A, as amended, is hereby amended to include the Scope of Work dated February 6, 2018, and attached hereto as Salinas Extension Kick-Start Design Phase Scope of Work Amendment #4 Exhibit A-3. The Scope of Work will now include Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit A-3.

3. REMAINDER OF TERMS UNCHANGED

All other terms of the Agreement, as amended, remain in full effect.

An executed copy of this Amendment No. 4 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 #4 to the Agreement with HDR Engineering, Inc.

TAMC:

HDR ENGINEERING INC.:

Debra L. Hale
Executive Director

(date)

Approved as to form:

TAMC Counsel

(date)

(date)

EXHIBIT A-3: REVISED SCOPE OF WORK

Task 4: Utility Coordination

The Consultant will collect utility information from all utility owners for the Salinas Layover facility and the Gilroy Station track extension (i.e., storm drain, sanitary sewer, water and street lighting from the cities of Gilroy and Salinas). Utility information will also be obtained from California Water Service (water purveyor within Salinas), Pacific Gas & Electric, SBC (Pacific Bell), Comcast, AT&T Broadband, other cable, if any, the CCJPA and the Peninsula Corridor Joint Powers Board (PCJPB). The Consultant will commission and manage the work to obtain utility pothole information.

The Consultant will identify conflicts between existing utilities and proposed project improvements. For Package 1, the Consultant will send Relocation Claim Letters to each owner notifying them of the potential conflicts and requesting a formal Utility Owner Response in the form of a Claim of Liability, Cost Estimate and Utility Relocation Plan. The Consultant will coordinate with each utility owner to confirm that the proposed relocation is in agreement with the project improvements. Once complete Utility Owner Responses are received, the Consultant will prepare Reports of Investigation, Draft Utility Agreements for execution between the Owner and TAMC, and final Notice to Owner letters to initiate the relocation construction.

Key Assumptions:

- ~~1. A utility potholing allowance of \$35,000 has been established for the project. Any work in excess of the established allowance will be considered extra work requiring additional compensation.~~

Deliverables:

1. Summary of utility information
2. Updates to utility owner contact information
3. Location, elevation and other utility information.
4. Existing Utility drawings
5. Package 1 - Relocation Claim Letters to Owners
6. Package 1 - Reports of Investigation
7. Package 1 - Draft Utility Agreements
- 4.8. Package 1 - Notice to Owner Letters

Task 5: Coordination with Union Pacific Railroad (UPRR)

Task 5.1: UPRR Coordination

The Consultant will setup a project review meeting with UPRR's key Western Region engineering and operating staff to brief them on the status of the project, review current operating and design plans, and define the approval process for this project. After this initial consultation, the Consultant will work both

informally and formally on a continuous basis to keep UPRR informed of the project progress, resolve potential issues early, and facilitate formal design approvals, and ultimately preparation of the required construction and maintenance agreements for the proposed improvements. HDR will also work with UPRR to obtain the required rights-of-entry agreements on an expedited basis to complete time-critical survey and geotechnical activities. This includes:

1. Verifying that UPRR's track design requirements have been properly implemented.
- 2.1. Determining the division of work between TAMC, CCJPA, and UPRR such as Coast Main Line final design, procurement, and/or installation of track signals and flagging services.
- 3.2. Identify the scope of work required to support UPRR track and signal improvements on the Coast Main Line between Salinas and Gilroy.

The Consultant will work with UPRR's operating, engineering and maintenance staffs to define the level of improvement necessary to successfully operate the Kick-Start service at the same 95% on-time performance levels established by the Capitol Corridor existing service. These improvements will generally fall into the following three categories:

1. Velocity Improvements consisting of upgrading the passenger speeds between Salinas and Gilroy to 70 mph where economically practical.
2. Capacity improvements consisting of additional crossovers, passing sidings upgrades, and higher speed turnouts
3. Safety and reliability improvements to improve ride comfort and reduce delays caused by maintenance related slow orders.

A review of UPRR's condensed track charts between Salinas (Mile Post 114.3) and Gilroy (MP 77.0) indicates that the current passenger speeds range from 30 mph to 70 mph along this 37 mile segment of the line including a six mile segment of 35 mph track along the Pajaro River. North of Gilroy the line is maintained to operate passenger service at speeds up to 79 mph (FRA Class 5), but may still require some capacity improvements for Capitol Corridor trains if the extended service conflicts with Caltrain schedules. HDR's maintenance and operating experts will work closely with their UPRR counterparts to develop a program of improvements within this segment. These improvements could include super-elevating curves, tie replacement, and surfacing/lining program to allow passenger trains to operate more reliably and at higher speeds. The cost of the improvements will be updated for each design submittal with a full awareness the budget will not change.

Once the type and level of improvements are agreed to by the UPRR and TAMC, HDR will prepare 30% track rehabilitation schematic plans detailing the limits of the improvements. HDR will also prepare design plans for improvements involving new construction including crossovers, siding extensions, or improvements to at-grade crossings. After the 30% designs are approved, the UPRR will complete the design including all train control and crossing signal design work. HDR will provide design support and coordination services as required for UPRR to complete the design internally. All work will be in compliance with UPRR's design and CAD drafting standards.

HDR team member Pacific Railway Enterprises (PRE) will coordinate with the UPRR signal department in the development of the signal and communication 30% designs. PRE provide TAMC regular updates on the progress of the design. PRE will preform an evaluation of the proposed designs and estimated costs to verify that the improvements are justifiable and reasonable based on the kick start projects proposed rail operations at the 30% design level. No additional reviews will be performed after the 30% design level.

Crossing signal design services shall include railroad signal design of West 10th Street and East Luchessa Avenue, coordination with the UPRR in regards to interfacing of crossing equipment, and development of technical specifications and estimates.

Key Assumptions:

- ~~1. UPRR will perform all wayside signal and communications related design~~
- ~~2.1. UPRR will complete the design of all track and signal improvements within their right of way.~~
- ~~3. A survey and geotechnical allowance of \$20,000 for each (or a total of \$40,000) is included in the fee proposal. The work will be performed on a time and materials basis. Any work in excess of the established allowance will be considered extra work requiring additional compensation.~~
- ~~4.1. The scope of work assumes that the majority of the work will be related to track rehabilitation between Salinas and Gilroy. The fee proposal includes the preparation of 30% track rehabilitation schematic plans. Since the level and extent of new construction is yet to be determined the fee proposal includes an allowance of \$56,843,52,902 to be performed on a time and material basis. Any work in excess of the established allowance will be considered extra work requiring additional compensation.~~
- ~~5.2. Once the exact scope of work is known, the allowances budget identified above will be adjusted to match the scope of work.~~
- ~~3. UPRR will perform all wayside signal and communications related design. The fee estimate does not include any wayside signal system design.~~
- ~~4. UPRR will complete the design of all track and signal improvements within their right-of-way.~~
- ~~6. The fee estimate does not include any wayside signal system design.~~
- ~~7. Caltrain CAD requirements, crossing typicals, and cell libraries will be utilized and will be provided.~~
- ~~8. Technical Specifications will be based off existing Caltrain documents, which will be provided.~~
- ~~9. The West 10th Street crossing will be island occupancy activated for movements from the yard to the crossing.~~

Deliverables:

- ~~1. Meeting Notes~~
- ~~1.2. 30% Track rehabilitation schematic plans.~~
- ~~2. 30% Track design plans.~~
- ~~3. Construction cost estimate.~~
- ~~4. Signal and communications 30% design evaluation memorandum.~~
- ~~5. 50% and final design plans for West 10th Street and East Luchessa Avenue Crossing signals.~~

Task 11 Additional Items and Services to be Provided by HDR

The Consultant will provide various support services to the Agency, Agency Project Manager, and task-specific Agency teams on the following activities:

~~Design Support for Public Outreach including attending meetings and preparing exhibits.~~
~~Stakeholder coordination including review of past meeting minutes and other available information.~~

- 1.
2. Design Support for Permitting, including assisting staff with the National Pollutant Discharge Elimination System (NPDES) Permit. NPDES permit will include preparation of erosion control plans and permit applications.
3. Design Support for Property Acquisition including preparation of parcel descriptions and maps.
4. Design Support during Construction including attending construction meetings, reviewing shop drawings, responding to RFIs, reviewing contractor requested changes, and preparing change orders.

~~5.1. Stakeholder coordination including review of past meeting minutes and other available information.~~

~~6. Three high resolution 3D rendering of Salinas Station and two additional renderings at the Gilroy Station.~~

Key Assumptions:

1. The Consultant will not provide the direct work on public outreach, permitting, property acquisition or construction work, but will provide support for Agency efforts via the contracted design work. Agency staff or other consultants will be responsible for taking the lead on these additional activities.
- ~~1.2.~~ A design support for Public Outreach will be performed on a time and materials basis. Any work in excess of the established allowance will be considered extra work requiring additional compensation.
- ~~2.3.~~ A design support allowance for property acquisition of \$~~2027,000~~ 500 is included in the fee proposal. The work will be performed on a time and materials basis. Any work in excess of the established allowance will be considered extra work requiring additional compensation.
- ~~3.4.~~ A design support during construction allowance of \$25,000 is included in the fee proposal. The work will be performed on a time and materials basis. Any work in excess of the established allowance will be considered extra work requiring additional compensation.

Deliverables:

1. Presentation exhibits and materials
2. Technical data for permits including GO 88-B and NPDES

OPTIONAL DESIGN SERVICES

Estimates of Probable Right-of-Way Costs

This scope of work has been removed from the contract.

~~Update estimates of probable right of way costs as needed.~~

Key Assumptions:

- ~~1. An allowance of \$15,000 is included in the fee proposal for assistance in property acquisition including survey and estimating. Any work in excess of the established allowance will be considered extra work requiring additional compensation.~~

Deliverables:

- ~~1. Estimates of probable right of way costs and/or parcel descriptions.~~

Task 16: Caltrans Project Report

This scope of work has been removed from the contract.

Task 2: Project Management for PR

This scope of work has been removed from the contract.

~~HDR will provide Project Management for completion of the Caltrans Project Report for a 12 month period.~~

- ~~1. Supervise and coordinate all design activities.~~
- ~~2. Track Project Report schedule and costs.~~
- ~~3. Prepare for and attend six (6) Caltrans PDT meeting via phone.~~
- ~~4. Implement design quality management plan (QMP).~~
- ~~5. Coordination with Caltrans.~~

Deliverables:

- ~~1. Caltrans Meeting Minutes (6)~~
- ~~2. Project QMP~~

EXHIBIT B-3

Proposed Budget Reallocations

	TASK	Task Status	Remaining Budget (As of 12/30/17)*	Current Labor Budget	Current ODC Budget	Current Total BUDGET	Proposed Reallocation	Revised Total BUDGET
1	Kick-Off Meeting & Document Review	Complete	\$0.00	\$29,075	\$1,893	\$30,967.86	\$0.00	\$30,967.86
2	Project Management (to 6/30/2019)	In Progress	\$85,954.04	\$294,827	\$6,797	\$301,624.00	\$0.00	\$301,624.00
3	Topographic Surveys	In Progress	\$6,561.82	\$97,651	\$38,713	\$136,363.54	\$0.00	\$136,363.54
4	Utility Coordination	In Progress	(\$12,199.49)	\$84,097	\$0	\$84,097.00	\$42,000.00	\$126,097.00
5	Coordination with UP	In Progress	\$105,709.58	\$118,949	\$0	\$118,949.39	(\$66,047.00)	\$52,902.39
6	Geotechnical Investigations	Complete	\$0.00	\$10,994	\$15,800	\$26,794.00	\$0.00	\$26,794.00
7	Final Plans**	In Progress	\$37,529.66	\$1,231,401	\$13,932	\$1,245,333.14	\$89,724.00	\$1,335,057.14
8	Cost Estimates	In Progress	\$10,832.55	\$45,079	\$0	\$45,079.00	\$6,800.00	\$51,879.00
9	Technical Specifications, Front End & Other Documents for Bidding	In Progress	\$62,066.80	\$101,667	\$50	\$101,717.00	\$6,800.00	\$108,517.00
10	Bid support services	Not Started	\$71,479.00	\$62,820	\$8,659	\$71,479.00	\$0.00	\$71,479.00
11	Additional Items and Services:		\$56,778.48	\$136,390	\$0	\$136,390.00	\$2,500.00	\$138,890.00
	<i>Design Support for Property Acquisition</i>	<i>In Progress</i>		\$20,000.00	\$0.00	\$20,000.00	\$7,500	\$27,500.00
	<i>Design Support during construction</i>	<i>Not Started</i>		\$25,000.00	\$0.00	\$25,000.00	\$0	\$25,000.00
	<i>Design Support for Public Outreach</i>	<i>In Progress</i>		\$42,245.00	\$0.00	\$42,245.00	(\$5,000)	\$37,245.00
	<i>NPDES Permit</i>	<i>In Progress</i>		\$30,367.00	\$0.00	\$30,367.00	\$0	\$30,367.00
	<i>Salinas Layover Facility Site Eval</i>	<i>Complete</i>		\$18,778.00	\$0.00	\$18,778.00	\$0	\$18,778.00
12	Hazardous Materials Phase 2 Report	Complete	\$0.00	\$22,623	\$0	\$22,623.00	\$0.00	\$22,623.00
13	Traffic Analysis	In Progress	\$5,081.47	\$34,504	\$1,513	\$36,017.00	\$0.00	\$36,017.00
14	Geometric Drawings and Fact Sheets	In Progress	\$682.64	\$17,975	\$147	\$18,122.00	\$0.00	\$18,122.00
15	As-Built Plans	Not Started	\$11,222.00	\$11,222	\$0	\$11,222.00	\$0.00	\$11,222.00
	<i>Optional: Estimate of probable ROW costs</i>	<i>Not Started</i>	\$15,000.00	\$15,000	\$0	\$15,000.00	(\$15,000.00)	\$0.00
16	<i>Optional: Caltrans Project Report</i>	<i>Cancelled</i>	\$17,433.00	\$17,433	\$0	\$17,433.00	(\$17,433.00)	\$0.00
17	Building Demo PS&E	In Progress	\$38,041.34	\$42,693	\$750	\$43,443.00	\$0.00	\$43,443.00
2	<i>Optional: Project Management for Caltrans Project Report</i>	<i>Cancelled</i>	\$49,344.00	\$49,344	\$0	\$49,344.00	(\$49,344.00)	\$0.00
	TOTAL		\$561,516.89	\$2,423,744	\$88,254	\$2,511,997.93	\$0.00	\$2,511,997.93

*Includes BKF invoice to 12/31/17 not yet billed to TAMC

**Development of Final Plans for Package 2 and 3 are not included in this budget. Package 2 and 3 are on hold until further notice.