

**AMENDMENT #3 TO AGREEMENT FOR PROFESSIONAL SERVICES**  
**BETWEEN**  
**THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY**  
**AND**  
**OVERLAND, PACIFIC & CUTLER, INC.**

THIS AMENDMENT NO. 3 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 and increase compensation by \$81,700 for a total Not to Exceed amount of \$312,100, in order to appraise and acquire the parcels identified as "potential additional acquisitions" in the Request for Qualifications Supplemental; and
- C. **WHEREAS**, TAMC and Consultant approved Amendment #2 to the agreement, dated August 24, 2016, to modify the agreement to allow updated appraisals on certain properties and to increase compensation by \$41,000 for a total Not to Exceed amount of \$353,100; and
- D. **WHEREAS**, certain costs related to relocation services have exceeded their anticipated budget amount while other costs related to appraisals have not been required; and
- E. **WHEREAS**, TAMC and Consultant desire to amend the agreement for professional services to allow revised budgeted amounts while maintaining the current Not to Exceed amount.

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

**1. PAYMENTS TO CONSULTANT**

Paragraph 3 ("Payments to Consultant; maximum liability") shall be amended by adding the underlined language as set forth below:

3. Payments to Consultant; maximum liability. Subject to the limitations set forth herein, TAMC shall pay to Consultant the amounts provided in Exhibit B: Budget, upon receipt and acceptance of deliverables listed therein. Each payment by TAMC shall be for a specific deliverable outlined in Exhibit A: Scope of Work and Schedule. The maximum amount payable to the Consultant under this Agreement is set forth in Exhibit B: Budget and shall not exceed the amount of Three Hundred Fifty-three Thousand One Hundred Dollars (\$353,100). If there is any conflict between the terms of this Agreement and the

terms of either Exhibit A (Scope of Work) or Exhibit B (Budget), the terms of this Agreement shall prevail; provided, however, that TAMC, in its sole discretion, may allocate compensation amounts among budgeted items, provided there is no increase to the maximum amount of \$353,100 without written amendment.

**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-2 dated June 28, 2017 and shall be effective upon execution. Exhibit B-2 is attached hereto as Exhibit B-2 and provides for the reallocation of budgeted amounts within the existing Not to Exceed amount of THREE HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED DOLLARS (\$353,100).

**3. REMAINDER OF TERMS UNCHANGED**

All other terms of the Agreement, as amended, 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)

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

**Exhibit B-2**  
Revised June 28, 2017

Summary of Budget Adjustments				
Tasks	Budget	Adjustments	Revised Budget	
Appraisals	\$ 122,100	\$ -	\$ 122,100	
Acquisition	\$ 68,500	\$ -	\$ 68,500	
Escrow	\$ 11,250	\$ -	\$ 11,250	
Relocation	\$ 66,000	\$ 26,988	\$ 92,988	
Relocation Plan	\$ 5,250	\$ (1,988)	\$ 3,263	
Project Management	\$ 60,000	\$ (10,000)	\$ 50,000	
21 Happ Place Mitigation Plan Analysis	\$ 20,000	\$ (15,000)	\$ 5,000	
<b>Total Not-to-Exceed Amount:</b>	<b>\$ 353,100</b>	<b>\$ -</b>	<b>\$ 353,100</b>	

The following budget adjustments were made with Contract Amendment #3, dated June 28, 2017											
Parcel Reference	Parcel	Address	Appraisals	Acquisition	Escrow	Relocation	Relocation Plan	Project Management	Mitigation Plan	Subtotal	
A	002-171-008	19 Station Place	\$ 9,600	\$ 5,000	\$ 750	\$ -	\$ -	\$ -	\$ -	\$	15,350
B	002-171-007	17 Station Place	\$ 14,400	\$ 5,000	\$ 750	\$ 40,000	\$ 5,250	\$ -	\$ -	\$	65,400
		17 Station Place - Adujstment				\$ 26,988	\$ (1,988)				
C	002-171-006	15 Station Place	\$ 14,400	\$ 5,000	\$ 750	\$ -	\$ -	\$ -	\$ -	\$	20,150
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 C					\$ -
F	002-171-005	42 W Market St	\$ 13,600	\$ 7,500	\$ 1,500	\$ 4,000	\$ -	\$ -	\$ -	\$	26,600
G	002-171-023	18 Station Place	\$ 9,600	\$ 5,000	\$ 750	\$ -	\$ -	\$ -	\$ -	\$	15,350
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	\$ 15,600	\$ 5,000	\$ 1,500	\$ 6,000	\$ -	\$ -	\$ -	\$	28,100
N	002-031-030	21 Happ Place	\$ 14,500	\$ 7,500	\$ 750	\$ 4,000	\$ -	\$ -	\$ 20,000	\$	46,750
		21 Happ Place - Adjustment							\$ (15,000)		
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 Q					\$ -
S	002-021-007	330 W Market St				Included with Parcel Q					\$ -
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
								\$ 60,000			
								\$ (10,000)			
<b>Total Not-to-Exceed</b>			<b>\$ 122,100</b>	<b>\$ 68,500</b>	<b>\$ 11,250</b>	<b>\$ 92,988</b>	<b>\$ 3,263</b>	<b>\$ 50,000</b>	<b>\$ 5,000</b>	<b>\$</b>	<b>353,100</b>