

**AMENDMENT # 3 TO AGREEMENT FOR PROFESSIONAL SERVICES**  
**BETWEEN**  
**THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY**  
**AND**  
**HDR ENGINEERING, INC.**

THIS AMENDMENT NO. 3 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**, 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
- D. **WHEREAS**, TAMC and Consultant approved Amendment #2 on May 24, 2017 to extend the agreement to June 30, 2019; and
- E. **WHEREAS**, Consultant proposes to use \$43,443 in funds designated to the Caltrans Project Report portion of Consultant's Scope of Services that have not been required, in order to perform the Plans, Specifications, and Estimates (PS&E) for the building demolition work for Package 1; and
- F. **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. BUDGET AND TOTAL COMPENSATION**

The Budget attached to the Agreement as amended as Exhibit B is hereby replaced with the Budget designated Exhibit B-2, dated July 24, 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 Two Million, Five Hundred Eleven Thousand, Nine Hundred Ninety Seven Dollars (\$2,511,997). The Budget will now include Exhibit B, Exhibit B-1, and Exhibit B-2. 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 and expanded to include the Scope of Work dated July 24, 2017, and attached hereto as Salinas Extension Kick-Start Design Phase Scope of Work Amendment #2 Exhibit A-2. The Scope of Work will now include Exhibit A, Exhibit A-1, and Exhibit A-2.

**3. REMAINDER OF TERMS UNCHANGED**

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

An executed copy of this Amendment No. 3 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 #3 to the Agreement with HDR Engineering, Inc.

TAMC:

HDR ENGINEERING INC.:

\_\_\_\_\_  
Debra L. Hale  
Executive Director

\_\_\_\_\_

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

Approved as to form:  
  
\_\_\_\_\_  
TAMC Counsel

\_\_\_\_\_  
(date)

## EXHIBIT A-2: SCOPE OF WORK

### Task 16: Caltrans Project Report - *Optional Task*

This scope of work has been removed from the contract.

### Task 17: Building Demolition Plans, Specification and Estimate

HDR will prepare plans, specifications and estimate for the separate building demolition construction package. There are eight (8) buildings assumed to be removed as part of this package.

This task will include one site visit to document existing building features for removal. HDR will coordinate with TAMC's Right-of-Way consultant to obtain permits to enter the properties to conduct these site visits. In addition, HDR will work with the City of Salinas to obtain as-built drawings/permit drawings for the eight buildings.

HDR will utilize existing topo mapping, existing utility base mapping and information collected from the site visit and as-builts to develop the following plan sheets:

- Title and Index
- Notes, Symbols and Abbreviations
- Survey Control
- Key Map
- Civil Demolition Plans

HDR will develop an associated estimate of probable construction cost. In addition, HDR will prepare the required technical specifications. TAMC's Hazardous Materials Consultant will provide the results of the Lead and Asbestos testing to be included in the contract specifications. In addition, HDR will prepare the required General Provisions in coordination with TAMC's Construction Manager.

#### Key Assumptions:

1. Eight (8) buildings are identified for removal.
2. TAMC will provide the results of the lead and asbestos testing for the existing buildings.
3. Ten (10) plan sheets will be required for the building demolition package.
4. TAMC ROW Consultant will facilitate the permit to enter requests.

#### Deliverables:

1. Draft and Final Building Demolition Plans, Specifications and Estimate

EXHIBIT B-2 - BUDGET

<b>HDR</b>		<b>Project Manager</b>	<b>Deputy PM</b>	<b>Sr. Engineer</b>	<b>Engineer II</b>	<b>CAD Tech</b>	<b>Admin.</b>	<b>Total Hours by Task</b>	<b>Direct Labor Cost by Task</b>	<b>Other Direct Costs - Expenses</b>	
<i>Direct Labor Rate (2017 rates)</i>		<b>Short</b>	<b>Patel</b>	<b>Shippen</b>						<b>Travel</b>	<b>Printing / Other</b>
<i>Fully Burdened Labor Rates (2017)</i>		<b>\$112.83</b>	<b>\$66.00</b>	<b>\$72.74</b>	<b>\$56.00</b>	<b>\$55.55</b>	<b>\$35.00</b>				
		<b>\$320.46</b>	<b>\$187.45</b>	<b>\$206.60</b>	<b>\$159.05</b>	<b>\$157.77</b>	<b>\$99.41</b>				
<b>17 Building Demolition PS&amp;E</b>											
17.1	Site Visit and Permits to Enter		16		16			32	\$1,952	\$150	
17.2	Building As-Built Investigation		8		12			20	\$1,200		
17.4	Plan Sheets (10)		8		12	60	4	84	\$4,673		\$250
17.5	Specifications		8	40				48	\$3,438		\$250
17.6	Estimate		16	8				24	\$1,638		\$100
17.7	QA/QC	4	16				4	24	\$1,647		

<b>Total Hours</b>	<b>4</b>	<b>72</b>	<b>48</b>	<b>40</b>	<b>60</b>	<b>8</b>	<b>232</b>				
<b>Total Direct Labor Cost by Staff</b>	<b>\$451</b>	<b>\$4,752</b>	<b>\$3,492</b>	<b>\$2,240</b>	<b>\$3,333</b>	<b>\$280</b>		<b>\$14,548</b>	<b>\$150</b>	<b>\$600</b>	

**Escalation, Overhead, Profit**

Escalation Calculation	year	Direct labor subtotal	Total Hours	Proposed Escalation %	Escalated hourly rate	percent of hours	Total hours per year	Total Labor
Year 1	2017	\$14,548	232	n/a	\$62.71	5%	12	\$727
Year 2	2018			3.50%	\$64.90	95%	220	\$14,304

Total Direct Labor with Escalation	\$15,032
<b>Total direct labor</b>	\$14,548
<b>Escalation</b>	\$484
<b>Subtotal</b>	\$15,032
<b>Overhead (158.20%)</b>	\$23,780
<b>Profit (10%)</b>	\$3,881
<b>Direct Costs</b>	\$750
<b>Total</b>	<b>\$43,443</b>