

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF SALINAS AND KIMLEY-HORN AND ASSOCIATES, INC.**

AMENDMENT NO. 3

This Third Amendment to the Professional Services Agreement (the “Second Amendment”) is entered into by and between the **City of Salinas**, a California charter city and municipal corporation hereinafter referred to as “the City,” and **Kimley-Horn and Associates, Inc.**, a North Carolina corporation hereinafter referred to as “Consultant.”

RECITALS

WHEREAS, the City and the Consultant first entered into a professional services agreement on August 31, 2013 (the “Original Agreement”), with respect to consulting services provided in support of capital projects and activities at the Salinas Municipal Airport; and

WHEREAS, pursuant to Section 13 of the Original Agreement the City desires to have the Consultant provide additional consulting services beyond those contemplated in the scope of services incorporated into the Original Agreement.

NOW, THEREFORE, pursuant to Section 22 of the Original Agreement, and in mutual consideration of the covenants, terms, and conditions set forth in the Original Agreement and in this First Amendment, the City and the Consultant agree as follows:

TERMS

- 1. Amendment to Scope of Work and Compensation.** The scope of work to be performed by the Consultant and the total amount of compensation to be paid to the Consultant under the Original Agreement is hereby amended to include additional services and additional compensation as more specifically set forth and described in **Exhibit A**, attached hereto and incorporated herein by reference.
- 2. Term; Completion Schedule.** Section 2 of the Original Agreement is hereby amended to extend the term of the agreement and to set the termination date of the Agreement at June 30, 2017. The amended termination date may be extended and the agreement may only be terminated as set forth in the Original Agreement.
- 3. Original Agreement.** All the other covenants, terms, and conditions of the Original Agreement, as originally written and set forth therein, shall remain unchanged and shall remain in full force and effect as if fully set forth herein.
- 4. Effective Date.** The Effective Date of this Third Addendum shall be September 13, 2016.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City of Salinas and Kimley-Horn and Associates, Inc. have entered into this First Amendment.

CITY OF SALINAS

Joe Gunter, Mayor

Date

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney
By

Date

KIMLEY-HORN AND ASSOCIATES, INC.

Kevin Flynn, Project Manager

Date

Vince Hourigan, P.E.
Project Manager

Date

Serine Ciandella, AICP
Vice President

Date

EXHIBIT A
SCHEDULE OF FEES

The maximum rates and fees for developing costs for providing any scope of services, as discussed in Paragraph 1, are as follows:

Role	Classification	Rate
Firm wide and Regional Role and Oversight	P8	\$295.00
Sr Client Service Mgr; Program Manager	P7/P8	\$270.00
Project Manager; Sr Engineer; Sr Planner	P6/P7	\$230.00
Journey level Engineer or Planner	P4/P5	\$215.00
Jr Engineer/Planner; Analyst/Designer	P-P3	\$140.00
Professional Support (DBE, Contracts, Accountant)		\$120.00
Clerical and Admin		\$103.00

- ☐ Labor fee will be billed according to the rate schedule below, which is subject to annual adjustment of 5% beginning June 30, 2017.
- ☐ Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.05 times cost.
- ☐ Subconsultant costs will be billed at 1.05 time cost.

EXHIBIT B
SCOPE OF WORK

Design of Airport Electrical Improvements (Rehabilitate Electrical)