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

AMENDMENT NO. 4

This Fourth Amendment to the Professional Services Agreement (the "Fourth 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.** <u>Amendment to Scope of Work and Compensation</u>. 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 <u>Exhibit A</u>, 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, 2018. The amended termination date may be extended and the agreement may only be terminated as set forth in the Original Agreement.
- **3.** <u>Original Agreement.</u> 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 Fourth Addendum shall be June 06, 2017.

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.

Joe Gunter, Mayor APPROVED AS TO FORM: Christopher A. Callihan, City Attorney By KIMLEY-HORN AND ASSOCIATES, INC. Kevin Flynn, Project Manager Date Vince Hourigan, P.E. Project Manager Date Date

Vice President

CITY OF SALINAS

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:

Title	Hourly Rate
Principal	\$295.00
Project Manager	\$230.00
Senior Engineer/Task Manager	\$215.00
Engineer/Analyst	\$140.00
Accounting and Professional Support	\$120.00
Clerical/Administrative	\$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 Runway 13-31, Runway 8-26, and Helipad Rehabilitation

Attached