

AMENDMENT NO. 3 TO CONTRACT NO. EN108-14**BETWEEN****SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY****AND****BURNS & MCDONNELL ENGINEERING COMPANY, INC.****FOR****ON-CALL EMERGENCY RESPONSE FOR FUEL AND BIOHAZARD CLEANUP,
ENVIRONMENTAL COMPLIANCE & CONSULTING SERVICES**

This Contract Amendment, effective December 9, 2016, is entered into by and between the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (hereinafter "Authority") and BURNS & MCDONNELL ENGINEERING COMPANY, INC. (hereinafter "Contractor/Consultant").

RECITALS**WHEREAS:**

- I. Authority and Contractor/Consultant entered into an agreement for on-call emergency response for fuel and biohazard cleanup, environmental compliance and consulting services on October 11, 2013.
- II. Effective October 20, 2015, the Authority amended the contract under Amendment No. 1 to revise Article 5 (A), Labor, to establish the overhead rate for the second and third contract years.
- III. Effective August 15, 2016, the Authority amended the contract under Amendment No. 2 to increase contract authority by \$112,500 for a new total contract authorization not-to-exceed amount of \$862,500.
- IV. The Authority hereby amends the contract under Amendment No. 3 to exercise the two-year option and align with the fiscal year end to extend the contract term



to June 30, 2019 and increase the contract authority by \$760,000, as approved by the Board on December 9, 2016.

NOW, THEREFORE, Authority and Contractor hereby:

- I. Amend Article 2, Period of Performance, to delete paragraph and replace with the following:

The period of performance shall be from April 1, 2014 to June 30, 2019 (contract base term plus option period). The specific period of performance for each Contract Task Order will be identified in the Contract Task Orders. The Agreement may be extended beyond the option period solely for the purpose of completing in-process work on an awarded CTO.

- II. Amend Article 5, Compensation, to delete paragraph and replace with the following:

For Consultant's full and complete performance of its obligations under this Agreement, Authority's maximum cumulative payment obligation under this Agreement shall not exceed One Million Six Hundred Twenty-Two Thousand Five Hundred Dollars (\$1,622,500) for the contract base term plus option period, including all amounts payable to Consultant for all costs including but not limited to direct labor; other direct costs, including any subcontracts; indirect costs including but not limited to leases, materials, taxes, insurance and profit.

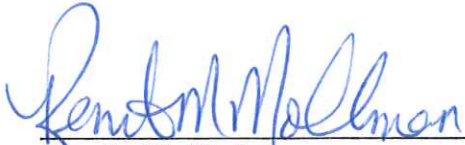
- II. As hereby amended, the Contract remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Amendment to be executed as of the day first above written.

SOUTHERN CALIFORNIA
REGIONAL RAIL AUTHORITY

BURNS & MCDONNELL ENGINEERING
COMPANY, INC.

By: 
Arthur T. Leahy
Chief Executive Officer

By: 
Renita M. Mollman
Vice President
General Manager of Southern
California

APPROVED AS TO FORM:

General Counsel


Don O. Del Rio