



**AMENDMENT NO. 5 TO CONTRACT NO. E740A-14
FOR
ON-CALL PROFESSIONAL ENGINEERING DESIGN SERVICES**

This Contract Amendment, effective July 9, 2019, is entered into by the Southern California Regional Rail Authority ("Authority") and HDR Engineering, Inc. ("Contractor"). The Authority and Contractor may collectively be referred to as the "Parties".

WHEREAS

- I. The Parties entered into a Contract for On-Call Professional Engineering Design Services ("Contract") on April 1, 2015.
- II. The Parties amended the Contract under Amendment No. 1 to extend the term through March 31, 2020, without an increase in Contract funding; to remove and replace Exhibit 1, (Provisional) Negotiated Billing Rates; and to revise Article 4, Compensation and Manner of Payment.
- III. The Parties amended the Contract under Amendment No. 2 to accept the provisional rates established in Amendment No. 1.
- IV. The Parties amended the the Contract under Amendment No. 3 to add Moffat & Nichol and ICF Jones & Stikes, Inc. (Subcontractors) as subcontractors.
- V. The Parties amended the Contract under Amendment No. 4 to increase the Contract authority
- VI. The Parties now desire to amend the Contract by adding Diaz Yourman & Associates, Redman Consulting, Regency Right of Way Consulting, LLC, and The Solis Group as subcontractors.
- VII. The Parties now desire to amend the Contract by adding the Director II classification to the HDR rate sheet in Exhibit 1.


THEREFORE, the Parties agree to amend the Contract as follows:

- I. Contract Exhibit 1, Negotiated Billing Rates, is revised to add Diaz Yourman & Associates, Redman Consulting, Regency Right of Way Consulting, LLC, The Solis Group, and HDR Classification 'Director II' at the rates provided in Attachments 1-5 ("Attachments").
- II. The Authority conditionally accepts the hourly and overhead rates provided in the Attachments.
- III. The final fully burdened labor rates for the Attachments will be established upon Authority's completion of an audit of the Attachment's overhead rates, in accordance with the terms of the Contract.

- IV. If the final fully burdened labor rates for a subcontractor, as established by audit, are higher than the conditional rate set forth by this amendment, the Authority will pay subcontractor the difference between the audited rate and the conditional rate.
- V. If the final fully burdened labor rates for a subcontractor, as established by audit, is lower than the conditional rate set forth by this amendment, the Authority will deduct the difference from any fees owed to the subcontractor for future payments, or subcontractor will remit the difference to the Authority on the Authority's request.
- VI. If the final fully burdened labor rate for Contractor, as established by audit, is higher than the conditional rate set forth in Attachment 5 herein, the Authority will pay Contractor the difference between the audited rate and the conditional rate.
- VII. If the final fully burdened labor rate for Contractor, as established by audit, is lower than the conditional rate set forth in Attachment 5 herein, the Authority will deduct the difference from any fees owed to Contractor for future payments, or Contractor will remit the difference to the Authority on the Authority's request.
- VIII. Except as as set forth in this Amendment, the Contract remains in full force and effect.

HDR ENGINEERING, INC.

SOUTHERN CALIFORNIA REGIONAL RAIL
AUTHORITY

By: 
Name Kip D. Fields
Title Southern California
Director of Operations

By: 
Sonny Ibrahim
Interim Director
Contracts, Compliance, and
Materials Management

APPROVED AS TO FORM:

By: 
Don C. Del Rio
General Counsel

ATTACHMENTS:

- ATTACHMENT 1 – DIAZ YOURMAN & ASSOCIATES RATES
- ATTACHMENT 2 – REDMAN CONSULTING RATES
- ATTACHMENT 3 – REGENCY RIGHT OF WAY CONSULTING RATES
- ATTACHMENT 4 – THE SOLIS GROUP RATES
- ATTACHMENT 6 – HDR 'DIRECTOR II' RATE SHEET

Attachment 1 – Diaz Yourman & Associates Rates

POSITION	GRADE	OVERHEAD (%)		ACTUAL LABOR RATE	FULLY BURDENED LABOR RATE - OPTION YEAR 1 (\$)		FULLY BURDENED LABOR RATE - OPTION YEAR 2 (\$)	
		Home	Field		HOME	FIELD	HOME	FIELD
		\$	\$		\$	\$	\$	\$
Principal Engineer	VII	199.46%	199.46%	\$82.31	\$246.49	\$246.49	\$256.34	\$256.34
Principal Engineer	VII	199.46%	199.46%	\$82.31	\$246.49	\$246.49	\$256.34	\$256.34
Associate Engineer II	VI	199.46%	199.46%	\$64.23	\$192.34	\$192.34	\$200.04	\$200.04
Associate Engineer II	VI	199.46%	199.46%	\$64.23	\$192.34	\$192.34	\$200.04	\$200.04
Associate Engineer I	VI	199.46%	199.46%	\$58.80	\$176.08	\$176.08	\$183.13	\$183.13
Senior Engineer	VI	199.46%	199.46%	\$54.33	\$162.70	\$162.70	\$169.20	\$169.20
Project Engineer	V	199.46%	199.46%	\$37.50	\$112.30	\$112.30	\$116.79	\$116.79
Project Engineer	V	199.46%	199.46%	\$38.46	\$115.17	\$115.17	\$119.78	\$119.78
Staff Engineer II	IV	199.46%	199.46%	\$36.35	\$108.85	\$108.85	\$113.21	\$113.21
Staff Engineer II	IV	199.46%	199.46%	\$33.17	\$99.33	\$99.33	\$103.30	\$103.30
Staff Geologist	II	199.46%	199.46%	\$29.33	\$87.83	\$87.83	\$91.34	\$91.34
Staff Engineer I	II	199.46%	199.46%	\$29.33	\$87.83	\$87.83	\$91.34	\$91.34
Staff Engineer I	II	199.46%	199.46%	\$29.33	\$87.83	\$87.83	\$91.34	\$91.34
Staff Engineer I	II	199.46%	199.46%	\$29.33	\$87.83	\$87.83	\$91.34	\$91.34
CADD	II	199.46%	199.46%	\$24.50	\$73.37	\$73.37	\$76.30	\$76.30
Word Processor	V	199.46%	199.46%	\$24.50	\$73.37	\$73.37	\$76.30	\$76.30
Technical Editor	V	199.46%	199.46%	\$37.89	\$113.47	\$113.47	\$118.00	\$118.00

Attachement 2 – Redman Consulting Rates

POSITION	FULLY BURDENED LABOR RATE - OPTION YEAR 1		FULLY BURDENED LABOR RATE - OPTION YEAR 2	
	(\$)		(\$)	
	HOME	FIELD	HOME	FIELD
Planner II	\$	\$	\$	\$
	\$155.00	\$155.00	\$160.43	\$160.43

Attachment 3 – Regency Right of Way Consulting Rates

POSITION	GRADE	OVERHEAD (%)		ACTUAL LABOR RATE	FULLY BURDENED LABOR RATE - OPTION YEAR 1 (\$)		FULLY BURDENED LABOR RATE - OPTION YEAR 2 (\$)	
		Home	Field		HOME	FIELD	HOME	FIELD
ROW Project Manager	VII	110.00%	110.00%	\$	\$	\$	\$	\$
				\$160.00	\$160.00	\$160.00	\$165.60	\$165.60

Attachment 4 -- The Solis Group Rates

POSITION	GRADE	OVERHEAD (%)		ACTUAL LABOR RATE	FULLY BURDENED LABOR RATE - OPTION YEAR 1 (\$)		FULLY BURDENED LABOR RATE - OPTION YEAR 2 (\$)	
		Home	Field		HOME	FIELD	HOME	FIELD
					\$	\$	\$	\$
Third Party Agreements	N/A	168.08%	168.08%	\$89.53	\$240.01	\$240.01	\$248.41	\$248.41
Scheduler & Cost Control	N/A	168.08%	168.08%	\$48.08	\$128.89	\$128.89	\$133.40	\$133.40
Document Control & Invoice Review	N/A	168.08%	168.08%	\$48.08	\$128.89	\$128.89	\$133.40	\$133.40

Attachment 5 – HDR Rate Sheet

POSITION	GRADE	OVERHEAD (%)		ACTUAL LABOR RATE		FULLY BURDENED LABOR RATE		FULLY BURDENED LABOR RATE		FULLY BURDENED LABOR RATE		FULLY BURDENED LABOR RATE		FULLY BURDENED LABOR RATE																						
		Home	Field	Home	Field	Home	Field	Home	Field	Home	Field	Home	Field	Home	Field																					
Director II	VIII	158.20%	107.51%	\$	\$149.11	\$	\$385.01	\$	\$309.42	\$	\$392.33	\$	\$315.30	\$	\$399.79	\$	\$321.30	158.20%	122.89%	\$	\$	\$	\$	\$415.14	\$	\$351.66	\$	\$	\$	\$	\$407.39	\$	\$	\$	\$	\$358.34