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**AMENDMENT NO. 3 TO CONTRACT NO. E740C-14  
FOR  
ON-CALL PROFESSIONAL ENGINEERING DESIGN SERVICES**

This Contract Amendment, effective February 8, 2019, is entered into by the Southern California Regional Rail Authority (“Authority”) and AECOM Technical Services, Inc. (“Contractor”).

**WHEREAS**

The Parties entered into a contract for On-Call Professional Engineering Design Services (“Contract”) on April 1, 2015.

The Parties amended the Contract under Amendment No. 1 to revise Exhibit 1, Negotiated Billing Rates, to incorporate new billing rates for Rail Surveyors & Engineers, Inc., and to revise Section 8, Notification, to change the Consultant’s notification address.

The Parties amended the Contract under Amendment No. 2 to revise Article 2, Period of Performance, to extend the contract term through March 31, 2020, without an increase in contract funding.

The Parties now desire to amend the Contract to increase the contractual authority as authorized by the Board on the February 8, 2019 meeting.

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

- I. Contract Section 4, first two paragraphs, are deleted in their entirety and replaced with the following:

**4. COMPENSATION AND MANNER OF PAYMENT**

Consultant’s full and complete performance of its obligations under this Contract and CTO’s issued thereunder, is subject to the maximum cumulative payment obligation provisions set forth below. Authority will pay Consultant for each CTO either on a Firm Fixed Price or on a Not-to-Exceed Price basis in accordance with the payment provisions set forth in each CTO.

Authority's maximum cumulative payment obligation under this Contract must not exceed the cumulative total of approved CTOs and approved revisions to CTOs, including all amounts payable to Consultant for all costs and fees, overhead and G&A rates, allowable other direct costs, subcontracts, indirect costs including but

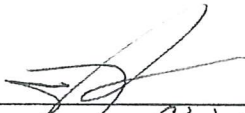
not limited to leases, materials, taxes, and insurance. Authority's maximum cumulative payment obligation under this Agreement must not exceed \$15,000,000.00.

- II. Except as as set forth in this Amendment, the Contract remains in full force and effect.

AECOM TECHNICAL SERVICES, INC.

SOUTHERN CALIFORNIA REGIONAL RAIL  
AUTHORITY

By:

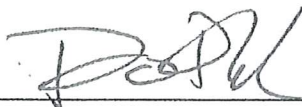
  
Name J. Peterson  
Title Sr. Vice President

By:

  
Name Greg Tatar  
Title Purchasing Agent

APPROVED AS TO FORM:

By:

  
Name Don O. Del Rio  
Title General Counsel