

**FIRST AMENDMENT TO CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF WATSONVILLE  
AND GRIFFIN STRUCTURES, INC**

**THIS FIRST AMENDMENT TO CONTRACT** for consultant services is entered into by and between the **City of Watsonville** ("City") and **Griffin Structures, Inc.** ("Consultant") this 21<sup>st</sup> day of February, 2023. The City and Consultant agree as follows:

**RECITALS**

**WHEREAS**, the City and Consultant have previously executed a Consultant Services Contract for Project Management Services for the Ramsay Park Master Plan Implementation dated August 26, 2021;

**WHEREAS**, the City has added additional tasks to the work program of the Consultant causing additional cost and time to the project completion; and

**WHEREAS**, the amendment of the Contract for Consultant Services is in the best interest of the City of Watsonville.

**NOW, THEREFORE**, the City and the Consultant agree that the Contract shall be amended as follows:

Section 1 is hereby amended to add the following:

***"Section 1. Scope of Services. In addition to the performance of those services specified in detail in Exhibit "A" of the Contract, Consultant shall perform the additional services specified in detail in Exhibit "1," entitled FIRST AMENDMENT TO SCOPE OF SERVICES, which is attached hereto and incorporated herein."***

Section 2 is hereby amended to add the following:

***"Section 2. Term of Contract. Contract end date to extend to December 31, 2024."***

Section 4 is hereby amended to read:

***"Section 4 and Exhibit "C" both entitled "Compensation" of the Contract, are hereby amended to provide an additional amount of compensation of Two Hundred Eighty-Three Thousand, Seven Hundred Dollars (\$283,700) for professional services.***

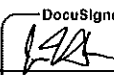
All other terms and conditions of the Contract dated August 26, 2021 as amended, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Consultant Services Contract the day and year first hereinabove written.

**CITY OF WATSONVILLE**

**GRIFFIN STRUCTURES, INC.**

By \_\_\_\_\_  
Rene Mendez, City Manager

DocuSigned by:  
By  \_\_\_\_\_  
Jon Hughes, President

ATTEST:

By \_\_\_\_\_  
Irwin Ortiz City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
Samantha Zutler, City Attorney

**EXHIBIT "1"****FIRST AMENDMENT TO SCOPE OF SERVICES**

The scope of services is as follows:

Griffin Structures' Fee Proposal is based on all reasonable costs necessary to perform Construction Management services for the Ramsay Park Improvements Project.

Item No.	PROJECT PHASE	PRINCIPAL IN CHARGE	PROJECT MANAGER
		Jon Hughes \$225/hr.	Robert Echavarria \$220/hr.
<b>1</b>	<b>PHASE 2: Permitting / Bidding / Construction</b>	<b>200</b>	<b>960</b>
1.1	Manage Work of Design Team	Incl	Incl
1.2	Collaboratively Work with City Staff to Review Design Documents	Incl	Incl
1.3	Work with Design Team and City Through Permitting Process	Incl	Incl
1.4	Work with City to Oversee Contractor Bidding and Award	Incl	Incl
1.5	Coordinate Contractor Preconstruction and Mobilization	Incl	Incl
1.6	Project Documentation Coordination	Incl	Incl
1.7	Manage and Enforce Contractor Schedule	Incl	Incl
1.8	Manage and Process Contractor Invoices	Incl	Incl
1.9	Change Order Review and Recommendations	Incl	Incl
1.10	Coordinate Contractor RFI's and A/E Responses	Incl	Incl
1.11	Coordinate Contractor Submittals and A/E Reviews	Incl	Incl
1.12	Issues Resolutions	Incl	Incl
1.13	Coordinate Communication Between Contractor and City	Incl	Incl
1.14	Oversee Special Inspection Scheduling	Incl	Incl
1.15	Contractor Quality Assurance	Incl	Incl
1.16	Chair Weekly Project Meetings	Incl	Incl
1.17	Punch List Oversight	Incl	Incl
1.18	Project Documentation Turnover Coordination	Incl	Incl
1.19	Final Change Order Negotiations	Incl	Incl
1.20	Project Closeout	Incl	Incl
	<b>Total Hours</b>	<b>200</b>	<b>960</b>
	<b>Subtotals</b>	<b>\$45,000</b>	<b>\$211,200</b>
	<b>PROJECT / CONSTRUCTION MANAGEMENT TOTAL</b>		<b>\$256,200</b>
<b>2</b>	<b>REIMBURSABLE COSTS</b>		<b>\$27,500</b>
2.1	Insurance		\$2,500
2.2	Misc. Allowances & Travel		\$13,000
2.3	Cloud Based Document Management (Submittal Exchange)		\$12,000
	<b>GRAND TOTAL</b>		<b>\$283,700</b>

All proposed hourly rates are fully burdened and include overhead, profit, taxes, and benefits. The hours identified for each individual employee and task are estimates only and are not to be construed as not to exceed hours for any individual task, phase, or time-period. We reserve the right to reallocate hours between staff members and tasks to accomplish the overall objectives and requirements of the project. Services are based on the attached Fee Schedule, Resource Allocation Schedule, which provides detail on the allocation of hours. Any extension of the schedule or services may result in additional fee, in good faith negotiation with the City.

## APPROACH TO FEE AND PROJECT SCHEDULE

This proposal assumes a project schedule as illustrated in our technical proposal as follows:

Completion of Design & Permitting: January 2023 – April 2023

Contractor Bidding: May 2023 – July 2023

Construction: August 2023 – July 2024

Project Closeout: August 2024

## APPROACH TO STAFFING

To bring value to the City and to perform all tasks listed in the RFP, Griffin Structures proposes the following staffing allocation:

Jon Hughes will serve as the Principal in Charge for the duration of the project. In this role Jon will provide guidance and insight from his years of developing and construction multiple parks on behalf of public sector clients. For this level of service, we have allocated a total of 200 hours of Jon's time. Robert Echavarria will serve as the Project Manager and primary point of contact for the duration of this project. With his extensive background in both sports park design and construction management, Robert will bring a wealth of experience to bear on behalf of the City. For this stage of engagement, we have allocated an average of 35 hours per month of Robert's time, which will fluctuate as the project requires during the completion of the Preconstruction Phase. Once construction begins, this proposal assumes Robert will provide 55 hours per month for the duration of the project. This assumes Robert will manage the project remotely, however this proposal does assume (2) Bi-weekly in person site visits each month. This results in a total allocation of 960 hours of Robert's time.

## QUALIFICATIONS AND EXCLUSIONS

1. Hourly rates are valid through December 31<sup>st</sup>, 2024 and will escalate by CPI annually thereafter.
2. Insurance costs are included as a reimbursable expense and will be billed monthly at the rate of \$8 per \$1,000.
3. On-site trailer rental, furniture, utilities, and sanitary facilities for our field staff (Project Management team) are excluded. Should a field office be required we assume that offices will be provided as part of the construction site trailer(s) being provided by the City's contractor.
4. Costs for all permits required for the project are excluded. It is assumed that the City will pay for all permitting fees, assessments, easements, school fees, and other agency or governmental fees or costs to support the design and construction of the project. We have not included any permit related fees within our fee proposal. Permits will be pulled by others.
5. At no cost to the Owner, and subject to Internal Revenue Code 179D, (Deduction for Energy Efficient Commercial Buildings) Owner agrees to allocate any applicable tax deductions to construction manager (Griffin Structures) as may be relevant to 'public entity' projects.
6. Costs for surveying, construction staking, environmental and hazardous materials surveys, and all environmental and hazardous materials transportation and remediation costs are excluded
7. Software licenses or user fees and all software training costs for specific project management software being required by either the City or their contractor(s) are excluded.



8. The cost of bulk blueprinting for plans and specifications for use by the contractors and subcontractors is excluded. Funds included in reimbursable expenses are for Griffin printing costs alone.
9. Wage Compliance Program including Certified Payroll auditing, field interviews, or reporting is excluded. Based on State Law SB 854, it is assumed that the Dept. of Industrial Relations (DIR) will manage this effort at the State level. Griffin will enforce the Contractor registration requirements stipulated by the DIR.
10. Independent or third-party testing companies such as Roofing, Peer Reviews, LEED, or other specialized third-party oversight services other than those listed herein are excluded.
11. Commissioning requirements required by Cal Green (Title 24) are excluded. Griffin will manage the commissioning process, but we have not included a commissioning agent, nor development of commissioning specifications.
12. No FF&E or OS&E is included in this proposal
13. Security and 24-hour surveillance is excluded.
14. Construction Manager will review all RFI's, Submittals, and Substitutions only for completeness, approvals to be executed by the designer of record.
15. For document tracking control, Griffin has included the use of "Submittal Exchange" for managing construction documentation, and based the hours allocated in this proposal accordingly. The cost of "Submittal Exchange" is included here as a reimbursable expense.
16. This proposal does not include a formal independent Inspector of Record (IOR). All City Building Dept. Permit Inspections are assumed to be performed by the City Building Dept.
17. Construction Cost Estimates, when provided, are based on standard industry practice, professional experience and knowledge of market conditions. Griffin has no control over material and labor costs, contractor's methods of establishing prices or the market and bidding conditions at the time of bid. Therefore, Griffin does not guarantee that bids received will not vary from the cost estimate provided and Griffin is not liable for any costs, liabilities, or damages incurred by City arising from Griffin's opinion of cost, the actual project cost to City, delays caused by events outside the control of Griffin, or any labor or material cost increases.
18. Management of the permitting process is provided as oversight and coordination only. All documentation required for Building Department approval by the City of Watsonville shall be provided by the Architect under separate contract with the City.
19. Griffin is not responsible for, and City will hold Griffin harmless from, any schedule delays and/or any losses, damages, or liabilities resulting therefrom that are caused by (1) events or conditions that are outside of Griffin's control or (2) the acts or omissions of parties for whom Griffin is not legally liable (collectively, "Non-Consultant Delays"). The schedule for completion will be extended for any Non-Consultant Delays. If Griffin incurs additional costs or expenses due to Non-Consultant Delays, then Griffin's fee compensation will be equitably adjusted to cover such additional costs or expenses.