

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

**THIS SECOND AMENDMENT TO CONTRACT** for consultant services is entered into by and between the **City of Watsonville** ("City") and **Griffin Structures, Inc.** ("Consultant") this 10th day of December, 2024. 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 24, 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 2 is hereby amended to add the following:

***"Section 2. Term of Contract. Contract end date to extend to March 31, 2026.***

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 one hundred forty-two thousand Dollars (\$142,000) for professional services.***

All other terms and conditions of the Contract dated August 24, 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 \_\_\_\_\_  
Tamara Vides, City Manager

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

ATTEST:

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

APPROVED AS TO FORM:

**In Process**

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

**EXHIBIT "B"**  
**SCHEDULE OF PERFORMANCE**

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule:

All services to be completed by March 31, 2026

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## **EXHIBIT "C"**

### **Compensation**

Add an additional amount of \$142,000.00. Total Compensation. The total obligation of City under this Contract shall not exceed \$575,700.00.

Griffin Structure's Fee Proposal is based on all reasonable costs necessary to perform Project Management Services for the Ramsay Park Renaissance Project. The fee proposal is as follows:

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## GRIFFIN STRUCTURES FEE PROPOSAL – Phase 2 Schedule Extension

### RAMSAY PARK IMPROVEMENTS PROJECT

### CITY OF WATSONVILLE

10/24/2024

Griffin Structures’ Fee Proposal is based on all reasonable costs necessary to perform extended Construction Management services for the Ramsay Park Improvements Project. For these requisite services, Griffin Structures proposes the following Not to Exceed Fee:

Project Management:	\$	140,406
Reimbursable Expenses:	\$	1,594
<b>Total</b>	<b>\$</b>	<b>142,000</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.**

### SCOPE

Due to delays to the design, permitting, and construction efforts, the project schedule has been extended through January 2026. This request reflects the additional cost necessary to provide construction management services at the current deployment level (roughly 60 hours per month). For additional information, please see attached resource allocation schedule.

The resource allocation schedule reflects actual expenditure of funds based on hours per month up through August 2024 (grayed cells), and anticipated hours anticipated under our current contract amount (white cells), and the anticipated additional hours included in this request.

### QUALIFICATIONS AND EXCLUSIONS

1. Hourly rates are valid through January 31, 2026 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 \$10 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.

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