

**AMENDMENT #1 TO AGREEMENT FOR PROFESSIONAL SERVICES**

**BETWEEN**

**THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY**

**AND**

**GHD, INC.**

THIS AMENDMENT NO. 1 to the agreement dated October 28, 2020, between the Transportation Agency for Monterey County, hereinafter referred to as "TAMC," and GHD, Inc., hereinafter referred to as "Consultant," is hereby entered into between TAMC and Consultant.

**RECITALS:**

- A. **WHEREAS**, TAMC and Consultant entered into an agreement for professional services on October 28, 2020, hereinafter referred to as "Agreement";
- B. **WHEREAS**, the Agreement relates to the Fort Ord Regional Trail and Greenway – Canyon Del Rey Segment Final Design (the "Project"), for which Consultant is to provide final design, right-of-way, and design support during construction;
- C. **WHEREAS**, the Agreement contains a not-to-exceed amount, which may be amended only by the written agreement of the parties, and which establishes the maximum amount of costs which may be incurred under the Agreement;
- D. **WHEREAS**, TAMC and Consultant desire to amend the agreement for professional services, to increase the maximum amount payable in order to add new tasks to the project scope of work;

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

**1. BUDGET AND TOTAL COMPENSATION**

The Budget attached to the Agreement as amended as Exhibit B is hereby replaced with the Budget designated Exhibit B-1 and shall be effective upon execution. Exhibit B-1 is attached hereto as Exhibit B-1 and provides for the addition of One Hundred Seventeen Thousand Eight Hundred Thirty Dollars (\$117,830) for a new not-to-exceed amount of Two Million Seven Hundred Ninety-Two Thousand One Hundred Thirteen Dollars (\$2,792,113). Exhibit B-1 replaces previous versions of the Budget in the contract.

**2. SCOPE OF WORK**

The Scope of Work attached to the Agreement as Exhibit A is hereby appended with the Task 8 Scope of Work attached hereto as Exhibit A-1.

**3. REMAINDER OF TERMS UNCHANGED**

All other terms of the Agreement, as amended, remain in full effect.

An executed copy of this Amendment No. 1 shall be attached to the Agreement and shall be incorporated as if fully set forth therein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment #1 to the Agreement with GHD, Inc.

TAMC:

GHD, INC.:

\_\_\_\_\_

\_\_\_\_\_

Debra L. Hale  
Executive Director

Name  
Title

\_\_\_\_\_

\_\_\_\_\_

(date)

(date)

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_

TAMC Counsel

(date)

**EXHIBIT A-1**  
**TASK 8 SCOPE OF WORK –**  
**APPENDED TO EXHIBIT A: SCOPE OF WORK DATED OCTOBER 20, 2020**

**Task 8**

8.1 Project Management

- GHD will continue to provide management services for this additional task.
- Under this task, GHD will prepare an outreach plan outlining the schedule for the mailer and the electronic newsletters for the entire duration of this effort. The outline will also identify suggested themes/topics of each document.

8.2 Mailers (5)

- GHD and DKS will prepare up to five (5) mailers for distribution to Del Rey Oaks residents and businesses (one per month) between October 2021 and February 2022. GHD will focus on the technical components of the mailer and DKS will focus on the messaging and the graphical content/layout of the mailer.
- This scope and fee assume three weeks of production/mail time prior to targeted mail drop dates.
- GHD and DKS will prepare the text/copy for the mailer and provide to the TAMC Project Manager for review. GHD/DKS will revise text/copy based on one round of comments/edits, then create the mailer and submit to the TAMC Project Manager to review and finalize.
- The scope assumes one mailer per month and the cost assumes 740 mailers will be sent out.

8.3 Electronic Newsletters (15)

- GHD and DKS will prepare three electronic newsletters per month between October 2021 and February 2022, for a total of 15 electronic newsletters. GHD/DKS will utilize the existing MailChimp data base and add email addresses as needed. This will be sent to Del Rey Oaks residents and businesses as well as other interested parties following the development of FORTAG.
- GHD will focus on the technical components of the newsletter and DKS will focus on the messaging and the graphical content/layout of the document.
- This scope and fee assume three weeks of production/mail time prior to targeted mail drop dates.
- GHD and DKS prepare the text/copy for the newsletter and provide to the TAMC Project Manager for review. GHD/DKS will revise text/copy based on one round of

comments/edits, then will create the newsletter and submit to the TAMC Project Manager to review and finalize.

#### 8.4 Project Alignment Exhibits

- It is assumed special exhibits or renderings will not be needed for tasks 8.2 or 8.3, however GHD will provide snapshots and notes of design or alignment elements that will supplement the newsletters or mailers as needed. It is assumed no additional details beyond what is needed for the project plans will be needed.
- Visualization work is included under a separate task, however, as part of this task GHD will work with the visualization team to capture views needed to enhance the message in the mailer or newsletter.
- It is assumed that no more than 4 hours per mailer/electronic newsletter on average, will be provided.


#### 8.5 Reimbursable Expenses

- DKS will submit reimbursable expenses associated with the mailer as described in the project budget







		GHD Cost	Rincon	Whitson	DKS	MMJ	Exaro	Interwest	Total Project Cost
			Cost	Cost	Cost	Cost	Cost	Cost	
6.3	Human Centered Design - Optional (GHD)	\$ 33,157							\$ 33,157
<b>7</b>	<b>Design Services During Construction</b>	<b>\$ 86,908</b>	<b>\$ -</b>	<b>\$ 143,981</b>	<b>\$ -</b>	<b>\$ 27,722</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 258,611</b>
7.1	Design Support During Advertisement Period (Bid Support) (GHD/MMJ)	\$ 21,673							\$ 21,673
7.2	Design Services During Construction (GHD/MMJ/Whitson)	\$ 54,109		\$ 5,750		\$ 27,722			\$ 87,581
7.3	Construction Staking (Whitson)	\$ -		\$ 138,231					\$ 138,231
7.4	Record Drawings (GHD/MMJ)	\$ 11,126							\$ 11,126
<b>TOTAL HOURS</b>		<b>\$ 1,388,057</b>	<b>68,882</b>	<b>300,830</b>	<b>71,310</b>	<b>132,094</b>	<b>48,351</b>	<b>115,530</b>	<b>\$ 2,125,053</b>
<b>DIRECT COSTS</b>									
ODC1	Travel Costs	\$ 3,500	\$ 268		\$ 1,500	\$ 600		\$ 870	
ODC2	Per Diem (Meals & Lodging)	\$ 4,000							
ODC3	Visualization	\$ 19,780							
ODC4	Permit & Filing Fees	\$ -							
ODC5	Drilling and Field Investigation	\$ -				\$ 49,369			
ODC6	Laboratory Testing	\$ -							
ODC7	Plotting, Printing Postage	\$ 1,500		\$ 900	\$ 2,000			\$ 203	
ODC8	Staking Materials	\$ -		\$ 2,500					
ODC9	Title Services (9 Properties)	\$ -						\$ 6,750	
ODC10	Primary Appraisal	\$ -						\$ 63,000	
ODC11	Review Appraisal	\$ -						\$ 11,700	
	Estimated Salary Escalation	\$ 12,965		\$ 10,694		\$ 7,214		\$ 1,098	
		\$ -							
<b>TOTAL DIRECT COSTS</b>		<b>\$ 41,745</b>	<b>\$ 268</b>	<b>\$ 14,094</b>	<b>\$ 3,500</b>	<b>\$57,183</b>	<b>\$ -</b>	<b>\$83,621</b>	<b>\$ 200,410</b>
<b>TOTAL</b>		<b>\$ 1,429,802</b>							<b>\$ 2,325,464</b>



		GHD COSTS				Subconsultant	Total Cost
		Project Manager	Human Centered Design / Outreach	Engineer	GHD Cost	DKS Cost	
Loaded Rate		\$245	\$260	\$173			
<b>8</b>							<b>\$117,830</b>
8.1	Project Management						
	Project Management	5			\$1,225		\$1,225
	Outreach Plan	8	8		\$4,040		\$4,040
8.2	Mailers						
	Monthly Mailers (5)	20	10		\$7,500	\$24,213	\$31,713
8.3	Electronic Newsletters						
	Electronic Newsletters (15)	45	20		\$16,225	\$45,000	\$61,225
8.4	Project Alignment Exhibits						
	Project Alignment Exhibits			80	\$13,840		\$13,840
8.5	Reimbursable Expenses						
	Printing, Postage, Mailings (740 total)					\$5,787	\$5,787
	<b>Task 8 Total</b>	<b>78</b>	<b>38</b>	<b>80</b>	<b>\$42,830</b>	<b>\$75,000</b>	<b>\$117,830</b>

*Note: The postage rate will vary between \$0.555 and \$1.16, it will be billed at cost*

<b>Approved Contingency</b>	<b>\$348,819</b>
<b>Total Contract Not-to-Exceed</b>	<b>\$2,792,113</b>