

**AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT
WITH
GHD INC.**

This Amendment Number One (“Amendment”) is made and entered into this 17th day of November, 2020 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and GHD INC., a California corporation (“Consultant”).

WHEREAS, City and Consultant entered into an agreement on July 25, 2018 for Consultant to provide engineering services for the Merrimac Way Bicycle Facility project (the “Agreement”); and

WHEREAS, City and Consultant desire to amend the Scope of Services to include the additional services set forth in Exhibit “A,” attached hereto and incorporated herein by this reference; and

WHEREAS, City desires to increase Consultant’s maximum compensation accordingly to Two Hundred Twenty-Four Thousand Eight Hundred Sixty-Eight Dollars (\$224,868.00).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Scope of Services shall be amended to include the additional services set forth in Exhibit A.
2. Section 2.1 of the Agreement shall be amended to reflect that Consultant’s total compensation shall not exceed Two Hundred Twenty-Four Thousand Eight Hundred Sixty-Eight Dollars (\$224,868.00). Consultant shall be paid according to the fee schedule set forth in the Agreement and Exhibit A of this Amendment.
3. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
4. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.
5. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

City Manager

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Public Services Director

Date: _____

APPROVED AS TO PURCHASING:

Finance Director

Date: _____

EXHIBIT A
ADDITIONAL SERVICES



October 28, 2020

Naz Mokarram, PhD, PE, GE, Senior Engineer
 City of Costa Mesa
 77 Fair Drive, City Hall
 Costa Mesa, CA 92628

Re: Proposal for Professional Engineering Services – Merrimac Way Bicycle Facility Construction Support.

Dear Naz:

GHD is pleased to provide this proposal for professional engineering for Construction Technical Support Services for the Merrimac Way Bicycle Facility Project.

SCOPE OF SERVICES

Task 1: Services during Construction

GHD will be available throughout the six month construction period on an “as-needed” basis to assist the City and the Construction Manager. GHD can review submittals / shop drawings, review construction change orders, respond to RFIs, prepare addenda, and perform on-site visits or on-site meetings.

- Deliverable(s):*
- *Review Submittals / Shop Drawings*
 - *Review Construction Change Orders*
 - *Respond to RFIs*
 - *Prepare Addenda*
 - *Attend on-site visits/meetings (1 staff)*

Task 2: Project Closeout

GHD will prepare “As-Built” drawings and participate in the final job walk to assist in preparation of a final ‘punch list’ and make recommendations for City acceptance of the completed work.

- Deliverable(s):*
- *Attend Final Job walk (1 staff)*
 - *Assist in preparing Final Punch List*
 - *One (1) copy of “As-Built” Drawings (65 sheets) Submittal to the City, Wet Stamped and Signed. Electronic copy of drawings in .PDF file format and CAD files in .DWG file format.*



BUDGET

Our budget to complete the above services is presented in the attached **Exhibit A**, which will be billed monthly on a time and materials basis and according to our fee schedule. As indicated above GHD Construction Support Services are available on an as-needed basis. Attached is a fee estimate based on the following quantity assumptions:

- *Eleven (11) Submittals / Shop Drawings*
- *Two (2) Construction Change Orders*
- *Sixteen (16) RFIs*
- *Two (2) Addenda*
- *Two (2) on-site visits/meetings (1 staff)*

We appreciate this opportunity to be of service. If you have any questions, please feel free to contact us.

Sincerely,

GHD Inc.

A handwritten signature in blue ink, appearing to read "Bill Silva".

Bill Silva, PE, QSP/QSD
Principal-in-Charge

A handwritten signature in blue ink, appearing to read "Myung Choo".

Myung Choo, PE, TE
Project Manager



**CITY OF COSTA MESA - MERRIMAC WAY BICYCLE FACILITY
COMPENSATION AND FEE SCHEDULE - CONSTRUCTION TECHNICAL SUPPORT**

TASK	Task Description	Principal-In-Charge /QC Manager	Project Manager/Senior Engineer	Project Engineer	Staff Engineer	CAD Designer	Admin Support	Total GHD Hours	GHD Labor COSTS	Total Fee
		235 /HR	200 /HR	175 /HR	135 /HR	100 /HR	80 /HR			
1	Services during Construction								\$ -	\$ -
1.1	Submittals/Shop Drawings (11)		11		44			55	\$ 8,140	
1.2	Construction Change Orders (2)	2	4		16		2	24	\$ 3,590	
1.3	RFIs (16)		16		32			48	\$ 7,520	
1.4	Addenda (2)	2	4		16		2	24	\$ 3,590	
1.5	On-site visits/meetings (2)		8					8	\$ 1,600	
	Services During Construction Sub-Total	4	43		108		4	159	\$ 24,440	\$ 24,440
2	Project Closeout	1	14		12		4	31	\$ 4,975	\$ 4,975
	Reimbursable expenses (not to exceed)									\$ 500
Total Fee Items		5	57		120		8	190	\$29,415	\$29,915

Construction Support Service, per instance fee schedule

Submittals/Shop Drawings		1		4		5	\$ 740
Construction Change Orders	1	2		8		12	\$ 1,795
RFIs		1		2		3	\$ 470
Addenda	1	2		8		12	\$ 1,795
On-site visits/meetings		4				4	\$ 800