**[\_\_\_Company Name\_\_\_] (Consultant)**

**Task Order No. # -A#**

Except as expressly modified in this Amendment No. # (the “Amendment”) to Task Order No. #, all of the provisions, terms and conditions of Task Order No. #, as amended by Amendment No. 1, and Amendment No. 2, shall remain in full force and effect and are hereby ratified and confirmed (as so amended and modified, the “Task Order”).

The following sections of the Task Order are modified as shown herein:

* I. Task Order Description
* II. Scope of Work
* III. Deliverables
* IV. Reports and/or Meetings
* V. Period of Performance
* VI. Task Schedule
* VII. Cost

**I. Task Order Description**

This section supplements/replaces the Task Order Description in the Task Order.

This Amendment is necessary to [\_\_\_Reason for the Work/Task Order Amendment\_\_\_; e.g. provide for additional time/budget/services/deliverables…].

The Alameda CTC Project Manager shall ensure that this Task Order, as amended, and any attachments are in compliance with the provisions of the Agreement and within the scope of the project and are necessary for the successful completion of the project, as well as that sufficient funding has been encumbered to pay for this work.

**II. Scope of Work**

This section supplements/replaces the Scope of Work in the Task Order.

Consultant shall provide services and all necessary equipment to perform this task as detailed herein. Said services shall be completed in accordance with… or as directed by the Alameda CTC Project Manager.

The Alameda CTC will provide [reference documents, types of materials, etc.]…

The following supplements/replaces the scope under the previously executed Task Order No. #:

* …

**III. Deliverables**

The following supplements/replaces the Deliverables in the Task Order:

* [\_\_\_Deliverables\_\_\_]
* [\_\_\_Deliverables\_\_\_]

**IV. Reports and/or Meetings**

* 1. Consultant shall submit progress reports in accordance with Article II, Section B of the Agreement.
  2. The Consultant Project Manager shall meet with the Alameda CTC Project Manager as needed to discuss progress on the project(s).

**V. Period of Performance**

This section supplements the Period of Performance in the Task Order:

Work under this Amendment may begin upon execution of this task order and shall terminate on [\_\_\_Month Date, Year\_\_\_]. If applicable and Alameda CTC PM's written approval is enclosed, such approval is effective as of date specified by Alameda CTC PM therein.

**VI. Task Schedule**

The following supplements/replaces the Task Schedule under the Task Order:

Kick-off Meeting [\_\_\_Month Date, Year\_\_\_]

[\_\_\_Milestone/Activity\_\_\_] [\_\_\_Month Date, Year\_\_\_]

[\_\_\_Milestone/Activity\_\_\_] [\_\_\_Month Date, Year\_\_\_]

**VII. Cost**

1. Consultant will be paid Specific Rate of Compensation/Lump Sum by Task in accordance with Article I, Section A, Paragraph 3 and Appendix B (Project Cost Basis) of the Agreement and with the Task Order costs which are attached and incorporated by reference. In no event shall Consultant incur any costs in excess of any budget amounts described in the Agreement.
2. The total amount payable by Alameda CTC under this Task Order is hereby increased by [\_\_\_Task Order $ Increase Amount\_\_\_] from [\_\_\_Previous Task Order $ Amount\_\_\_] and shall not exceed [\_\_\_Current Task Order $ Amount\_\_\_].
3. The Task Order Cost Basis as set forth in **Attachment A-Revised**, attached hereto and by this reference incorporated herein, supplements/replaces Attachment A of the Task Order.

**[Signatures on following page]**

IN WITNESS WHEREOF, this Task Order has been executed under the provisions of the Agreement between Alameda CTC and Consultant. By signature below, the parties hereto agree that all terms and conditions of this Task Order and the Agreement shall be in full force and effect. This Task Order may be executed by electronic signature, and an electronic signature shall constitute an original for all purposes. This Task Order shall go into effect upon its full execution, and Consultant shall not perform any work or incur any costs under this Task Order prior to its full execution.

|  |  |
| --- | --- |
| **Consultant:**  [\_\_\_Company Name\_\_\_]  By:  [\_\_\_Name\_\_\_] Date  [\_\_\_Title\_\_\_] | **Alameda Ctc:**  Alameda County Transportation Commission  By:  [\_\_\_Name\_\_\_] Date  Project Manager |
|  | Contract Compliance Review:  By:  Alameda CTC Contracting Officer Date |

File: Document Controls

Project Controls

# **Attachment A Revised TASK ORDER COST BASIS**

Table A-1-Revised: Task Order Budget

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Task No.** | **Task Description** | **Task Order Budget** | **Amendment Adjustment** | **Revised Budget** |
| 1 |  |  |  |  |
| **Total** | |  |  |  |
| N**ote:** In no event shall Consultant incur any costs in excess of the task amounts or the total shown above, except as otherwise provided in a Task Order Amendment signed by both parties hereto. | | | | |

Table A-2-Revised: Consultant and Subconsultant Budget

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Vendor** | **Tier** | **Certification** | **Task Order Budget** | **Amendment Adjustment** | **Revised Budget** |
|  | Prime, Tier 1 or Tier 2 under [Subconsultant] | DBE LBE, SLBE and/or VSLBE |  |  |  |
|  |  |  |  |  |  |
|  |  | **TOTAL** |  |  |  |
| **Note:** All vendors, regardless of tier, must be listed above and listed in the Agreement in order to be authorized to perform work and/or incur costs. In no event shall Consultant incur any costs in excess of the vendor amounts or the total shown above, except as otherwise provided in a Task Order Amendment signed by both parties hereto. | | | | | |

Table A-3-Revised: Consultant and Subconsultant Schedule and Key Personnel

|  |
| --- |
| All personnel listed in the Agreement are authorized to perform work and/or incur costs. |

Table A-4-Revised: Consultant and Subconsultant Unit Costs Schedule

|  |
| --- |
| Consultant may incur unit costs authorized in the Agreement. |

OR

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Task No.** | **Vendor Name** | **Description** | **Amendment Adjustment** | **Quantity** | **Unit** | **Unit Price** | **Total** |
| 1 | Movement Counts, Inc. | 72-hour continuous midweek video average daily traffic (ADT) counts; 4 midweek locations (2 EB/2WB) @ $1,238 per location | Added  Revised | 4 | Per Location | $1,238.00 | $4,952.00 |
| 2 | 123, LLC | Travel |  | -- | -- | Actual Costs | $1,000.00 |
|  |  |  |  |  |  | **TOTAL:** | $5,952.00 |
| **Notes:**   1. Consultant shall submit an Amendment Form C4 and obtain Alameda CTC’s approval for any unit costs not listed above, prior to incurring costs. 2. An obelisk (†) by the name of the vendors listed above denotes line items subject to prevailing wage requirements. 3. Actual costs shall be competitively priced and supported with documentation (e.g., invoice). 4. List other Direct Expenses items with estimated costs. Costs must be competitive in their respective industries and supported with appropriate documentation. 5. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate. 6. Items such as special tooling will be reimbursed at actual cost with supporting documentation (e.g., invoice). 7. Items considered “tools of the trade” or included in the vendor’s indirect cost rate are not reimbursable as other direct cost. 8. Travel-related costs shall be listed above, be pre-approved by the Alameda CTC Project Manager, and shall comply with CalHR rules. 9. If mileage is claimed, the rate should be properly supported by the vendor’s calculation of its actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs and must not exceed the IRS-approved rate for the period. 10. If a vendor proposes rental costs for a vehicle, it must demonstrate that this is its standard procedure for all of its contracts and that it does not own any vehicles that could be used for the same purpose. 11. The total budget for each individual community-based organization (CBO) shall be less than the greater of (i) fifty thousand dollars ($50,000) or (ii) five percent (5%) of the Agreement total. | | | | | | | |