

**AMENDMENT NO. 1 TO
AGREEMENT # PWD-AUSON-180-22-23**

**PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT SERVICES
FOR FISCAL YEAR 2023/24**

1. This amendment (the "Amendment") is made by **City of Carmel-by-the-Sea** and **Ausonio, Incorporated**, parties to Agreement #PWD-AUSON-180-22-23 (the "Agreement") executed on August 2, 2022.

2. The Agreement is amended as follows:

a. Section 1, Services, is amended to include the following facility renovation-oriented capital improvement projects and related services during Fiscal Year 2023/24, as described in the Scope of Services in Exhibit A.1:

- City Hall Roof Replacement
- Sunset Center Hazardous Materials Remediation and Exterior Painting
- Sunset Center Cottage Window Repairs
- Harrison Memorial Library Exterior and Interior Painting
- Sunset Center Portico - Design
- Sunset Center Retaining Wall Repairs – Design
- San Antonio Pedestrian Walkway Reconstruction, Second to Fourth Avenues
- On-Call, As-Needed Services, which may include:
 - Completion of City Hall Retaining Wall Repair
 - CIP Programming based on Facility Condition Inspections (4 Buildings)

b. Section 2, Compensation, of the Agreement is amended and restated as follows:

Subject to any limitations set forth in this Agreement, the City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, hourly fees as set forth in Consultant's Fee Schedule (Exhibit B.1), in a total amount not-to-exceed One Hundred Twenty-Five Thousand Dollars (\$125,000.00) for services performed in Fiscal Year 2023/24. Therefore, the "Maximum Authorized Expenditure" under this Agreement, including Amendment No. 1, is Two Hundred Fifty Thousand Dollars (\$250,000.00).

c. Section 3, Agreement Term, of the Agreement is amended and restated as follows:

The work under this Agreement will commence by August 2, 2022 and must be completed by June 30, 2025 unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that will survive the termination or completion of this Agreement.

Consultant will perform Amendment No. 1 services in a timely manner and in accordance with the Project Schedule for Fiscal Year 2023/24 in Exhibit C.1.

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

4. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Amendment and to bind the parties to the performance of its obligations.

5. This Amendment may be executed in counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

6. If any term, condition, or covenant of this Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Amendment will not be affected and the Amendment will be read and construed without the invalid, void or unenforceable provision.

CONSULTANT:

By: _____

Date: _____

CITY:

By: _____
Chip Rerig, City Administrator

Date: _____

ATTEST:

By: _____
Nova Romero, MMC, City Clerk

Date: _____

Amendment No. 1
EXHIBIT A.1

Section 1 - Scope of Services:

This Scope of Services document outlines the responsibilities, duties, and deliverables for the Project Management (PM) and Construction Management (CM) services to be provided by Ausonio under the Professional Services Agreement between the City of Carmel and Ausonio, Inc. The below scope is intended as a general outline and may need to be customized to apply to the specific projects identified in Section 2 of this document, as well as for additional projects that may be assigned under the on-call, as-needed component of Amendment No. 1.

1. Project Management

- a) Establish project objectives and quality standards.
- b) Develop and implement project controls, including progress tracking, cost control, and risk management.
- c) Coordinate with all project stakeholders, including architects, engineers, contractors, suppliers, applicable City departments, and building occupants.
- d) Facilitate regular meetings with the City to review project progress and provide summary minutes with action items.
- e) Ensure compliance with all applicable laws, regulations, codes, and permits.

2. Design and Bidding Phase

- a) Assist with the selection and negotiation of professional services agreements and amendments with design professionals. Support contract execution and draft Notice to Proceed and similar letters.
- b) Conduct progress meetings with design consultants, and prepare summary minutes with action items.
- c) Review design documents, including technical reports, plans, specifications, and cost estimates, for biddability/constructability, value engineering, and adherence to project goals.
- d) Develop and maintain project schedules, including critical path analysis and milestones.
- e) Prepare and manage project budgets, including cost estimates, bid analysis, and change orders.
- f) For designated projects, prepare basic site plans, details, photographs, specifications, bid item descriptions, and compile bidding documents.
- g) Assist in obtaining permits, approvals, and other necessary regulatory requirements.

- h) Provide bid phase services, coordinating advertising with the City, conducting pre-bid meetings, answering bidder questions, issuing addenda, attending the bid opening, compiling bid results, and supporting contract awards and contract document execution. Draft Notice of Award and Notice to Proceed letters for awarded contractors.

3. Construction Phase

- a) Provide construction management and daily inspection services as needed.
- b) Oversee all construction activities, including scheduling, quality control, and inspections. Coordinate with applicable City departments.
- c) Ensure contractor compliance with contract documents, project specifications, quality standards, industry best practices, and permit conditions.
- d) Conduct regular progress meetings with contractors, resolving any issues or disputes, and prepare summary minutes with action items.
- e) Review and approve contractor payment applications and change orders.

4. Post-construction Phase

- a) Prepare the project punch list, and manage the resolution of outstanding issues, defects, or punch list items.
- b) Coordinate project closeout activities, including final inspections, testing, and commissioning.
- c) Facilitate the turnover of the project to the City, including spare parts, training, and transition support.
- d) Review project record documents, warranties, and as-built drawings.
- e) Provide post-construction support and warranty management.

5. On-Call, As-Needed Services

- a) Additional services requested by the City or required by project-specific needs are anticipated during the term of Amendment No. 1. These may include closing out prior year projects, managing other new projects, or providing other services including value engineering, sustainability consulting, LEED certification, drafting, estimating, etc.

Section 2 – Assigned Projects

1. Project #1 consists of the following four (4) distinct facility renovation projects assembled as one combined bid package. *Ausonio to provide Project Management, Bidding, Construction Management, and Post-Construction Phase Services.*

A) City Hall Roof Replacement: The City Hall roof was last replaced in 1984 and is approximately 15-years past its warranty. Roof leaks have been increasing and

repaired by contractors, or staff, over the past few years as the roof progressively deteriorates. Ten Over Studio architects have developed a design to replace the roof with cedar shingles as part of FY22/23 scope of services. This year's scope will be to finish the project including hiring and construction management oversight of a roofing contractor. To control the budget an add alternate for a composition shingle roof will be bid as well.

B) Sunset Center Hazardous Materials Remediation and Exterior Painting: The exterior of Sunset Center has not been painted in many decades. Ten Over Studio architects have developed a design to paint the northern portion of the facility as part of FY22/23 scope of services. This year's scope will be to finish the project including construction management oversight of hazardous materials remediation and painting contractors in the field.

C) Sunset Center Cottage Window Repairs: This project is a companion project to the Sunset Center Hazardous Materials Remediation and Exterior Painting Project above. This project will remediate asbestos and lead paint around the windows of the Sunset Center Cottages, and repair or replace the imminently-failing window frames. Ten Over Studio architects have developed a design to as part of FY22/23 scope of services. This year's scope will be to finish the project including construction management oversight of hazardous materials remediation and painting contractors in the field.

D) Harrison Memorial Library Exterior and Interior Painting: The Harrison Memorial Library Exterior and Interior has not been painted in many decades. Ten Over Studio architects have developed a design to paint the facility as part of FY22/23 scope of services. This year's scope will be to finish the project including construction management oversight of hazardous materials remediation and painting contractors in the field. The interior painting is being bid as an alternate.

Project #2. Sunset Center–Portico Design: Sunset Center requested this project. Located at the promenade and concessions exterior, this project would provide for the architectural design of a new portico cover. This project will replace an ornamental garden trellis that was demolished in 2017 and eliminate the remaining columns that are an eyesore and have succumbed to dry rot. The proposed portico may consist of an approximately 1,000 square foot roof structure to provide a functional outdoor concession space, enhance patron experience, eliminate water intrusion into the concession stand, and provide weather protection for wood framed doors and windows at the lobby entrance.

Ausonio to provide Project Management and Design Services, tentatively working with the City's on-call architectural firm. No construction funding is available.

Project #3. Sunset Center Retaining Wall Repairs – Design: Sunset Center requested this project. This project will include hiring an engineering or architectural firm to design repairs for four retaining walls around Sunset Center. In the north lot, a 100-foot long,



Carmel stone wall along Eight Avenue is leaning, and there are significant cracks in the wall along Mission Street. In the south parking lot off of Tenth Avenue, there is 50-feet of rotted wooden wall on top of a granite wall. These and other walls require replacements of such as fencing, posts, and railings. Repairs are tentatively programmed in FY 2024/25.

Ausonio to provide Project Management and Design Services, tentatively working with the City's on-call architectural or engineering firm. No construction funding is available.

Project #4. San Antonio Pedestrian Walkway Reconstruction, Second to Fourth Avenues: Mitigate storm damage of walkway, wood retaining wall and grape stake fence on San Antonio Avenue. Design will be based on available drawings, site inspections, and consultations with engineers and other contractors. A design and bid package is to be assembled. A structural or other engineering consultant may be required for new footing details, with the potential to use the same firm as for the Sunset Center retaining wall repairs.

Ausonio to provide Project Management, Design, Bidding, Construction Management, and Post-Construction Phase Services.

Project #5. Provide On-Call, As-Needed PM/CM Services:

On-call, as-needed services may include the following, prior year closeout projects, and/or other projects and tasks.

Project 5.1. City Hall Retaining Wall Emergency Repair: Complete FY 22/23 emergency retaining wall repair/foundation retrofit project on the south side of the City Hall building. While construction was substantially completed in FY 22/23, remaining work may include punch list items, final payments to the contractor and engineering firms, and support remaining work to be done by City forces.

Project 5.2. Facilities Component Inspections: Complete FY 22/23 project - oversight on facility condition assessments for City Hall, Fire Station, Public Works, and Vista Lobos facilities by Bureau Veritas. Final draft reports are anticipated to be complete by the end of Fiscal Year 22/23. However, final edits may be needed during FY 23/24, and final payments need to be processed. In addition, Ausonio may be tasked to create a short list of the most urgent repairs identified in the report and provided recommendations for logical design and construction repair packages to be included as Facility Renovation Projects over subsequent Capital Improvement Plan cycles.



EXHIBIT B.1 - Compensation and Fee Schedule

Costs for Project Management Services will be hourly per our rate sheet, enclosed, and billed out monthly. Hourly rates are fully burdened rates and include labor, benefits, overhead, and profit. An annual rate increase of 5% to be accessed every July 1st during the project.

The anticipated manpower will be a part-time Project Manager and a part-time Project Engineer with minor support staff.

Key Staff:

- Dustin Conner, Senior Project Manager/Construction Manager
- Diane Miller, Project Manager
- Geraldo "Jerry" Ramirez, Assistant Project Manager
- Jill Kronick, Assistant Project Manager

Any Subconsultants:

- Martin D. Frankis, Cost estimator/Scheduler

The not-to-exceed budget to complete all the current projects listed above is \$250,000 spread out over two years. The budget for Fiscal Year **2023/24** is \$125,000; however, it needs to be clear that we will may not finish all the listed projects within one year.

Ausonio will provide its staff with a computer and phone. All other expenses, if needed, to be paid by City such as, but not limited to: office space, printing, travel, etc. All reimbursable expenses are in addition to the above and will include a 10% mark-up.



EXHIBIT B.1 - Fee Summary

Project Name	Fee	Project Budget
1 2023 Facilities Imp. - Sunset, Library, City Hall Roof	\$ 45,000	\$ 555,000
2 Sunset Center Portico Design	\$ 11,000	\$ 40,000
3 Sunset Center Retaining Wall Design	\$ 11,000	\$ 40,000
4 San Antonio Walkway Reconstruction	\$ 40,000	\$ 100,000
5 On-call PM services	\$ 18,000	
Total	\$ 125,000	\$ 735,000



HOURLY RATE SHEET

No.	Key Personnel	Role	Fully Burdened Hourly Rates		
			7/1/2022 to 6/30/2023	7/1/2023 to 6/30/2024	7/1/2024 to 6/30/2025
1.	Samuel J. Phillips	Principal-in-Charge	\$250.00	\$262.50	\$275.63
2.	Brian Tracy	Construction Manager	\$185.00	\$194.25	\$203.96
3.	Dustin Conner	Construction Manager	\$185.00	\$194.25	\$203.96
4.	Susan Bender	Project Manager	\$140.00	\$147.00	\$154.35
5.	Steve Pichler	Project Manager	\$140.00	\$147.00	\$154.35
6.	Jill Kronick	Project Engineer	\$95.00	\$99.75	\$104.74
7.	Diane Miller	Project Manager	\$140.00	\$147.00	\$154.35
8.	Jerry Ramirez	Assistant Project Manager	\$125.00	\$131.25	\$137.81
No.	Other Staff (or Classifications)	Role	Fully Burdened Hourly Rates		
			7/1/2022 to 6/30/2023	7/1/2023 to 6/30/2024	7/1/2024 to 6/30/2025
9.	Martin D. Frankis	Estimator	\$160	\$168	\$172

ID	Task Name	Duration	Start	Finish	<div> <div> <div>Jun</div> <div>Jul</div> <div>Aug</div> <div>Sep</div> <div>Oct</div> <div>Nov</div> <div>Dec</div> </div> <div> <div>Qtr 3, 2023</div> <div>Qtr 4, 2023</div> <div>Qtr 1, 2024</div> <div>Qtr 2, 2024</div> <div>Qtr 3, 2024</div> </div> <div> <div>Jun</div> <div>Jul</div> <div>Aug</div> <div>Sep</div> <div>Oct</div> <div>Nov</div> <div>Dec</div> </div> <div> <div>Qtr 3, 2024</div> <div>Qtr 4, 2024</div> <div>Qtr 1, 2025</div> <div>Qtr 2, 2025</div> <div>Qtr 3, 2025</div> </div> </div>
1	Carmel - Ausonio 23/24 Amendment Project Schedule	260 days	Mon 7/3/23	Fri 6/28/24	Carmel - Ausonio 23/24 Amendment Project
2	Project 1 - 2023 Facilities Improvements	165 days	Mon 7/3/23	Fri 2/16/24	Project 1 - 2023 Facilities Improvements
3	Draft Bid Docs	15 days	Mon 7/3/23	Fri 7/21/23	Draft Bid Docs
4	Bid and Procure Contractor	40 days	Mon 7/24/23	Fri 9/15/23	Bid and Procure Contractor
5	City Hall Roof - Construction	30 days	Mon 9/18/23	Fri 10/27/23	City Hall Roof - Construction
6	Sunset Center Work	60 days	Mon 9/18/23	Fri 12/8/23	Sunset Center Work
7	Sunset Center Exterior Paint Construction	20 days	Mon 9/18/23	Fri 10/13/23	Sunset Center Exterior Paint Construction
8	Cottage Windows Construction	60 days	Mon 9/18/23	Fri 12/8/23	Cottage Windows Construction
9	Library Work	70 days	Mon 10/16/23	Fri 1/19/24	Library Work
10	Library Exterior Paint Construction	20 days	Mon 10/16/23	Fri 11/10/23	Library Exterior Paint Construction
11	Library Interior Paint Construction	25 days	Mon 12/18/23	Fri 1/19/24	Library Interior Paint Construction
12	Close-out	20 days	Mon 1/22/24	Fri 2/16/24	Close-out
13	Project 4 - San Antonio Walkway Reconstruction	175 days	Mon 7/3/23	Fri 3/1/24	Project 4 - San Antonio Walkway Reconstruction
14	Procure Design and Draft Bid Docs	75 days	Mon 7/3/23	Fri 10/13/23	Procure Design and Draft Bid Docs
15	Bid and Procure Contractor	40 days	Mon 10/16/23	Fri 12/8/23	Bid and Procure Contractor
16	Construction	40 days	Mon 12/11/23	Fri 2/2/24	Construction
17	Close-out	20 days	Mon 2/5/24	Fri 3/1/24	Close-out
18	Project 2 - Sunset Center Portico Design	80 days	Mon 2/5/24	Fri 5/24/24	Project 2 - Sunset Center Portico Design
19	Procure Designer	20 days	Mon 2/5/24	Fri 3/1/24	Procure Designer
20	Design Meetings	40 days	Mon 3/4/24	Fri 4/26/24	Design Meetings
21	Finalize Design	20 days	Mon 4/29/24	Fri 5/24/24	Finalize Design
22	Project 3 - Sunset Center Retaining Wall Design	80 days	Mon 2/5/24	Fri 5/24/24	Project 3 - Sunset Center Retaining Wall Design
23	Procure Designer	20 days	Mon 2/5/24	Fri 3/1/24	Procure Designer
24	Design Meetings	40 days	Mon 3/4/24	Fri 4/26/24	Design Meetings
25	Finalize Design	20 days	Mon 4/29/24	Fri 5/24/24	Finalize Design
26	Project 5 - On-Call CM/PM Services	260 days	Mon 7/3/23	Fri 6/28/24	Project 5 - On-Call CM/PM Services