

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

**ADDITIONAL PROFESSIONAL CIVIL ENGINEERING SERVICES
FOR THE
CONCRETE STREETS REPAIR PROJECT**

1. This amendment (the "Amendment") is made by **City of Carmel-by-the-Sea** and **BKF Engineers** to Agreement #PWD-BKF-22-23 (the "Agreement") executed on January 23, 2023.

2. The Agreement is amended as follows:

a. Section 1, Services, is amended to include the following professional Civil Engineering design services, as further described in the Scope of Services in Exhibit A.1:

- Additional site visits to extend the project limits along Ocean Avenue.
- Additional surveying for the following Ocean Avenue cross streets up to 10' past the crosswalks at San Antonio Avenue, Carmelo Street, Camino Real, and Casanova Street, and for the parking areas between Monte Verde Street and Camino Real.
- Following the supplemental survey, the 95% plans will be revised to include detailed design for the three intersections along Ocean Avenue at Carmelo Street, Camino Real, and Casanova Street. This will include pavement reconstruction, new pathway ramps, adjustment of drainage facilities including valley gutters, and additional curbs.
- The 95% plans will also revise the pavement rehabilitation along Ocean Avenue to include a wedge grind and HMA overlay over repaired concrete digouts.
- Technical specifications and Engineer's Cost Estimate will be revised for these additional improvements.
- Additional bid alternatives will be incorporated in the project to allow the City flexibility in prioritizing improvement to be constructed based on available budget.
- The 100% plans, specifications, and cost estimate will include all additional improvements that were added to the 95% submittal.

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 Amendment No. 1, hourly fees as set forth in Consultant's Fee Schedule (Exhibit "B.1"), in a total amount not-to-exceed Forty-Nine Thousand Ninety-Two Dollars (\$49,092).

Therefore, the "Maximum Authorized Expenditure" under this Agreement, including the original Agreement amount of One Hundred Fifty-Eight Thousand Nine Hundred and Four Dollars (\$158,904), plus the unused Supplemental Services Budget of Thirty Thousand Seven Hundred and Sixty-Three Dollars (\$30,763), plus this Amendment No. 1, is Two Hundred Thirty-Eight Thousand Seven Hundred and Fifty-Nine Dollars (\$238,759).

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

The Agreement Term remains unchanged. Consultant will perform Amendment No. 1 services in a timely manner and in accordance with the Updated Project Schedule 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: _____

Exhibit A.1 – Scope of Services for Amendment No. 1

The Scope of additional services for the Concrete Streets Repair Project is described as follows:

1. Project Information and Field Investigation

BKF's original scope included one site walkthrough with the City to establish the limits for the project which occurred on 9/15/2022. To this date, BKF met with the City in the field three more times on 2/7/23, 5/11/23, and 6/14/23. One more field visit for final investigation is also needed before the 100% submittal.

2. Project Control and Field Survey

BKF collected survey data along Ocean Avenue up to 5' past the valley gutters. BKF will collect supplemental survey data for the extended limits of work. BKF will collect survey data on the following cross streets up to 10' past the projected crosswalk along San Antonio Avenue, Carmelo Street, Camino Real, and Casanova Street. We will also pick up survey data for the parking areas between Camino Real and Monte Verde Street.

3. 95% Submittal

BKF submitted 95% plans to the City on 8/11/23. This submittal showed the full scope of the Project, including the 7 intersection improvements, and pavement rehabilitation along Ocean Avenue and San Carlos Street via concrete dig-out replacements. The intersection improvements shown for the intersections along Ocean Avenue at Carmelo Street, Camino Real, and Casanova Street were shown conceptually, pending the supplemental survey information.

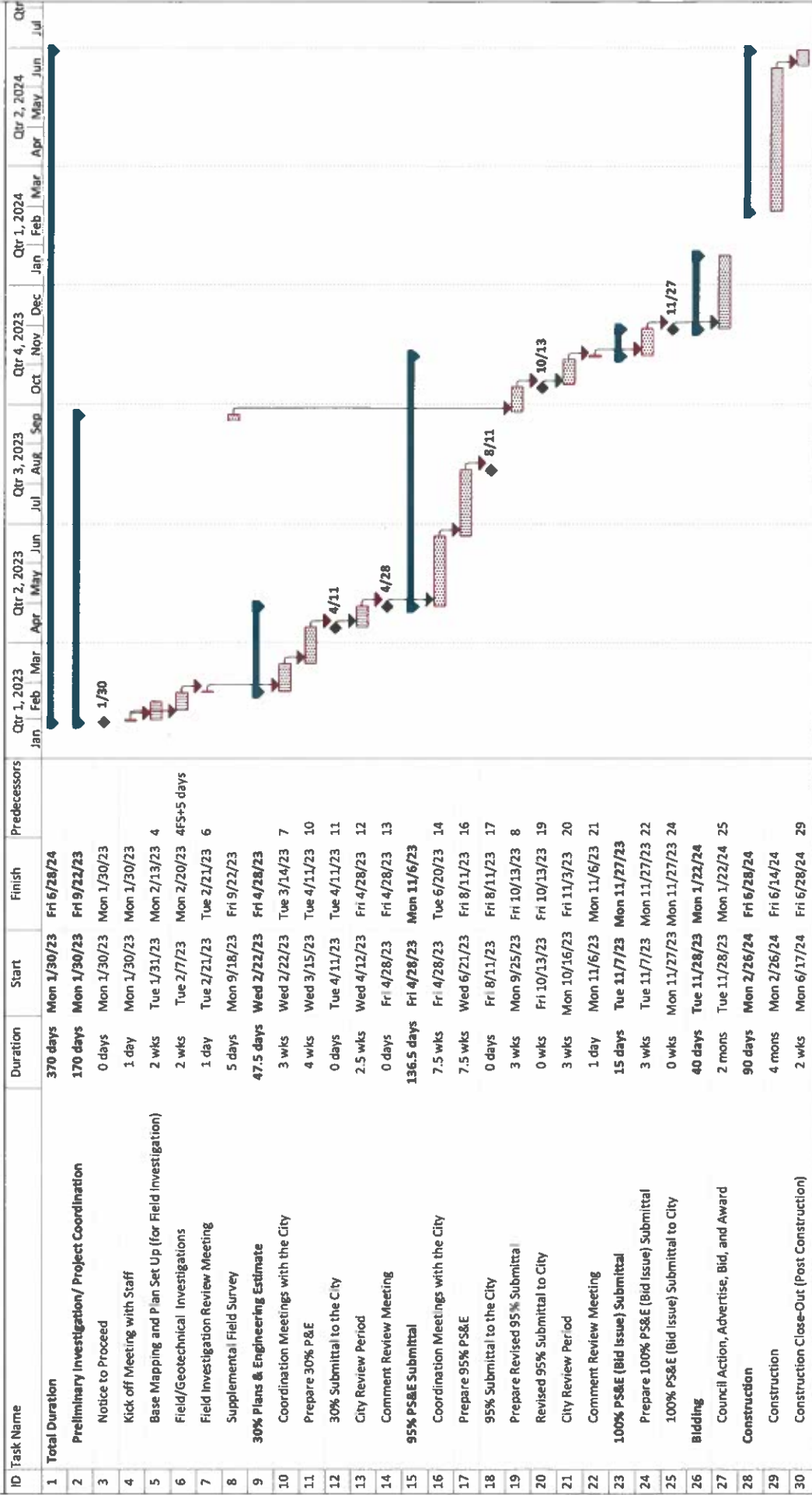
Following the supplemental survey, the 95% plans will be revised to include detailed design for the three intersections along Ocean Avenue at Carmelo Street, Camino Real, and Casanova Street. This will include design for pavement reconstruction, new pathway ramps, adjustment of drainage facilities, including valley gutters, grading, and additional curbs. BKF will revise the pavement rehabilitation along Ocean Avenue to include a wedge grind and HMA overlay (overlay thickness to be determined). The 95% plans will be resubmitted to the City for review and comment. This submittal will also include technical specifications and an Engineer's Cost Estimate for the additional improvements.

BKF also submitted an engineering estimate between the 35% and 95% submittals per the City's request. This effort is included in the fee for the 95% submittal.

4. 100% (Bid Issue) Submittal

BKF will further the 95% plans, specifications, and estimate to develop the 100% Bid Issue package. The 100% bid package will include all additional scope items that were added to the 95% submittal. It is assumed by BKF that the City will provide direction on how the construction documents should be packaged into multiple bid alternatives to allow the City flexibility in prioritizing improvement to be constructed based on available budget. BKF will update the plans, specs, and estimate to identify the multiple bid alternatives. BKF assumes that multiple bid alternatives will be included under one bid package.

**CITY OF CARMEL-BY-THE-SEA
Concrete Streets Repair Project**



Task

- Milestone
- Summary
- Rolled Up Task
- Rolled Up Milestone
- Rolled Up Progress

Legend

- Split
- External Tasks
- Project Summary
- Group By Summary
- Inactive Task
- Inactive Milestone
- Inactive Summary
- Manual Task
- Duration-only
- Manual Summary Rollup
- Manual Summary
- Start-only
- Finish-only
- Progress
- Deadline

