

**AMENDMENT NO. 2 TO
AGREEMENT #PWD-AUSON-180-22-23**

**PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT SERVICES
FOR FISCAL YEAR 2024/25**

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.2:

- City Hall Roof Replacement - Construction
- Sunset Center Cottage Window Repairs – Bidding and Construction
- San Antonio Pedestrian Walkway Reconstruction, Second to Fourth Avenues – Bidding and Construction
- Sunset Center Retaining Wall Repairs – Bidding and Construction
- Lincoln/Fourth Trestle Bridge Assessment
- On-Call, As-Needed Services, which may include:
 - Completion of Sunset Center Portico design concepts
 - Park Branch Library window replacements
 - Cost estimating

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.2), in a total amount not-to-exceed One Hundred Twenty-Five Thousand Dollars (\$125,000.00) for services performed in Fiscal Year 2024/25. Therefore, the "Maximum Authorized Expenditure" under this Agreement, including Amendment No. 1 and No. 2, is Three Hundred Seventy Five Thousand Dollars (\$375,000.00).

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. 2 services in a timely manner and in accordance with the Project Schedule for Fiscal Year 2024/25 in Exhibit C.2.

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. 2

EXHIBIT A.2 – Scope of Services for Fiscal Year 2024/25

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. 2.

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, cost estimating, etc.

Section 2 – Assigned Projects

Project #1, City Hall Roof Replacement:

The City Hall roof was last replaced in 1984 and is 16-years past its warranty. Several roof leaks have been repaired by contractors and staff over the past few years as the roof progressively deteriorates. Ten Over Studio architects developed the design, and Ausonio prepared the contract documents. Contract documents for this project were extracted from a larger, bundled facilities renovation project which resulted in very high bids and which were subsequently rejected by Council. This project is currently in the bidding phase and is anticipated to be constructed by late Fall 2024. The cost estimate is \$350,000.

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

Project #2, Sunset Center Cottage Window Repairs:

The Cottage Window Repairs Project is currently in the bidding phase and is anticipated to be constructed by the end of 2024. Contract documents for this project were also extracted from the larger, bundled facility renovation projects. Unlike the original bidding documents in which all work had to be done at the jobsite, this time, the contractor will have the option of physically removing affected windows, performing hazardous materials remediation, wood framing repairs, and painting at their own shop, and replacing them at the site. Ten Over Studio architects

developed the design, and Ausonio prepared the contract documents. The cost estimate is \$200,000.

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

Project #3, San Antonio Pedestrian Walkway Reconstruction:

The San Antonio Avenue Pathway, located on the west side between Second and Fourth Avenues, was damaged by winter storms in early 2023. FEMA funding was promptly applied for reconstruction costs, but this effort was not successful. Funded out of the Public Works/Streets and Forestry operating budgets for Fiscal Year (FY) 23-24, ZFA Engineering, a structural engineering firm, designed the repairs to restore the pathway. The design process revealed that the original construction was deficient in that while the original buried concrete piers were fine, the wooden lagging supporting the pathway did not accommodate proper drainage, and the connection of the wooden posts supporting the grape stake fencing were not properly connected to the piers. Consequently, stormwater traveled along the west edge of the fencing, rotting the lagging and the bottom of the posts, and resulted in the fence falling down.

The repair involves excavating around 44 concrete piers, constructing concrete pier caps to support new column posts, replacing the wood lagging, restoring the Pathway, and installing grape stake fence to appear as the original fence. The 90% design is currently in the building permit readiness review phase. This project is time sensitive. The FY 24-25 budget of \$550,000 will cover the cost of construction and construction management.

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

Project #4, Sunset Center Retaining Wall Repairs:

In FY 23-24, \$40,000 was allocated to the project to prepare structural engineering evaluations and repair plans for deteriorated walls surrounding Sunset Center. The design was prepared by ZFA Engineering for up to eight retaining walls. In the north lot, a 100-foot long, Carmel stone wall along Eighth 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 a rotted wooden wall on top of a granite retaining wall. These and other walls require various structural repairs, restoration treatments, and replacement of fencing and railings.

The 90% design is currently in the building permit readiness review phase. The FY 24-25 budget for construction and project management oversight is \$550,000.

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

Project #5. Lincoln/Fourth Trestle Bridge Assessment

Originally built in the 1930s, the Lincoln Street/Fourth Avenue wooden trestle bridge was last formally inspected in 1998 when the footbridge was modified to provide parking for two homes adjacent to the bridge. Since then, Public Works crews have made numerous repairs to damaged boards, posts, and railings. Currently, there are some rotten deck boards, loose posts, and noticeable settling of concrete pier blocks on the east side of the bridge.

This project consists of hiring a structural engineering firm to assess the condition of the bridge, identify needed repairs and their urgency, and prepare cost estimates. The budget for the assessment and oversight is \$40,000. Depending on the condition findings, the design plans, CEQA review, and construction of the repairs would be programmed in subsequent fiscal year CIP budgets.

Ausonio to provide Project Management and Design Services.

Project #6. 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 6.1.** Complete Sunset Center Portico design concepts report
- **Project 6.2.** Support Public Works/Facility Maintenance with Park Branch Library dry rot repairs and window replacements
- **Project 6.3.** Cost estimating for any City project.

EXHIBIT B.2 - Compensation and Fee Schedule for Fiscal Year 2024/25

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 January 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

Subconsultants:

- Martin D. Frankis, Cost estimator/Scheduler

The not-to-exceed budget to complete all the current projects listed above is \$375,000 spread out over two years. The budget for Fiscal Year **2024/25** is \$125,000; however, it needs to be clear that we will 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.

Fully Burdened Hourly Rates

No.	Key Personnel	Role	7/1/24 to 6/30/2025
1	Samuel J. Phillips	Principal-in-Charge	\$275.63
2	Brian Tracy	Construction Manager	\$203.96
3	Dustin Conner	Construction Manager	\$203.96
4	Diane Miller	Project Manager	\$154.35
5	Steve Pichler	Project Manager	\$154.35
6	Jill Kronick	Project Engineer	\$104.74
7	Jerry Ramirez	Assistant Project Manager	\$137.81
8	Martin D. Frankis	Estimator	\$172.00

No.	Project Name	Ausonio Fee	Project Budget
1	City Hall Roof Replacement	\$20,000	\$350,000
2	Sunset Center Cottage Windows Repairs	20,000	200,000
3	San Antonio Pathway Reconstruction	45,000	550,000
4	Sunset Center Retaining Walls Repairs	20,000	550,000
5	Lincoln/Fourth Trestle Bridge	10,000	40,000
6	On-Call PM Services	10,000	
	Totals	\$125,000	\$1,690,000

EXHIBIT C.2 - SCHEDULE FOR FY 2024/25

ID	Task Name	Duration	Start	Finish	2023	2024	2025
1	Carmel Master Schedule 2024-25	293 days	Mon 11/13/23	Wed 12/25/24	Q4	Q1	Q2
2	City Hall Roofing	248 days	Mon 12/18/23	Wed 11/27/24	Q4	Q1	Q2
3	Finish Bid Docs - A	23 days	Mon 12/18/23	Wed 1/17/24	Q4	Q1	Q2
4	Project on-hold - A	60 days	Thu 1/18/24	Wed 4/10/24	Q1	Q2	Q3
5	Project restarted - A	15 days	Thu 4/11/24	Wed 5/1/24	Q2	Q3	Q4
6	Bid Phase - A	34 days	Thu 5/2/24	Tue 6/18/24	Q2	Q3	Q4
7	Council Approval	15 days	Wed 6/19/24	Tue 7/9/24	Q3	Q4	Q1
8	Issue NTP	1 day	Wed 7/17/24	Wed 7/17/24	Q3	Q4	Q1
9	Submittals	20 days	Thu 7/18/24	Wed 8/14/24	Q4	Q1	Q2
10	Mock-ups	20 days	Thu 7/18/24	Wed 8/14/24	Q4	Q1	Q2
11	Construction	80 days	Thu 7/18/24	Wed 11/6/24	Q4	Q1	Q2
12	Close-out	15 days	Thu 11/7/24	Wed 11/27/24	Q1	Q2	Q3
13							
14	Sunset Center Cottage Windows	173 days	Mon 4/29/24	Wed 12/25/24	Q1	Q2	Q3
15	Finish Bid Docs - A	19 days	Mon 4/29/24	Thu 5/23/24	Q1	Q2	Q3
16	Bid Phase - A	25 days	Fri 5/24/24	Thu 6/27/24	Q2	Q3	Q4
17	Council Approval	28 days	Fri 6/28/24	Tue 8/6/24	Q2	Q3	Q4
18	Issue NTP	1 day	Wed 8/14/24	Wed 8/14/24	Q3	Q4	Q1
19	Submittals	15 days	Thu 8/15/24	Wed 9/4/24	Q3	Q4	Q1
20	Mock-ups	15 days	Thu 8/15/24	Wed 9/4/24	Q3	Q4	Q1
21	Construction	80 days	Thu 8/15/24	Wed 12/4/24	Q4	Q1	Q2
22	Close-out	15 days	Thu 12/5/24	Wed 12/25/24	Q1	Q2	Q3
23							
24	San Antonio Walkway Reconstruction	280 days	Mon 11/13/23	Fri 12/6/24	Q4	Q1	Q2
25	Proposal Phase - A	12 days	Mon 11/13/23	Tue 1/30/24	Q4	Q1	Q2
26	Agreement - A	32 days	Mon 12/18/23	Tue 1/30/24	Q4	Q1	Q2
27	Design NTP - A	1 day	Wed 2/7/24	Wed 2/7/24	Q1	Q2	Q3
28	Kick-off Meeting - A	1 day	Wed 2/7/24	Wed 2/7/24	Q1	Q2	Q3
29	Schematic Design - A	21 days	Thu 2/8/24	Thu 3/7/24	Q1	Q2	Q3
30	Schematic Design City Review - A	1 day	Fri 3/8/24	Fri 3/8/24	Q1	Q2	Q3
31	Construction Documents - A	38 days	Mon 3/11/24	Wed 5/1/24	Q2	Q3	Q4
32	Request for Drainage Plans	20 days	Thu 5/2/24	Wed 5/29/24	Q2	Q3	Q4
33	Permit Submittal Phase	30 days	Thu 5/30/24	Wed 7/10/24	Q3	Q4	Q1
34	Bid Phase	26 days	Thu 6/27/24	Thu 8/1/24	Q3	Q4	Q1
35	Award	23 days	Fri 8/2/24	Tue 9/3/24	Q4	Q1	Q2
36	NTP	3 days	Wed 9/4/24	Fri 9/6/24	Q4	Q1	Q2
37	Construction	50 days	Mon 9/9/24	Fri 11/15/24	Q1	Q2	Q3
38	Closeout	15 days	Mon 11/18/24	Fri 12/6/24	Q1	Q2	Q3
39							
40	Sunset Center Retaining Wall Repairs	268 days	Mon 11/27/23	Wed 12/4/24	Q4	Q1	Q2
41	Proposal Phase - A	10 days	Mon 11/27/23	Fri 12/8/23	Q4	Q1	Q2
42	Agreement - A	32 days	Mon 12/18/23	Tue 1/30/24	Q4	Q1	Q2
43	NTP - A	1 day	Wed 2/7/24	Wed 2/7/24	Q1	Q2	Q3
44	Kick-off Meeting - A	1 day	Wed 2/7/24	Wed 2/7/24	Q1	Q2	Q3
45	Schematic Design - A	21 days	Thu 2/8/24	Thu 3/7/24	Q1	Q2	Q3
46	Schematic Design City Review - A	1 day	Fri 3/8/24	Fri 3/8/24	Q1	Q2	Q3
47	Construction Documents - A	38 days	Mon 3/11/24	Wed 5/1/24	Q2	Q3	Q4
48	Permit Submittal Phase - A	30 days	Thu 5/2/24	Wed 6/12/24	Q2	Q3	Q4
49	City Bid Doc Review	20 days	Thu 6/13/24	Wed 7/10/24	Q3	Q4	Q1
50	Bid Phase	25 days	Thu 7/11/24	Wed 8/14/24	Q3	Q4	Q1
51	Award	14 days	Thu 8/15/24	Tue 9/3/24	Q4	Q1	Q2
52	NTP	1 day	Wed 9/4/24	Wed 9/4/24	Q4	Q1	Q2
53	Construction	50 days	Thu 9/5/24	Wed 11/13/24	Q1	Q2	Q3
54	Closeout	15 days	Thu 11/14/24	Wed 12/4/24	Q1	Q2	Q3
55							

