

**AMENDMENT NO. 1 TO  
AGREEMENT NUMBER PWD-4Leaf-177-22-23  
FOR PROJECT MANAGEMENT SERVICES**

1. This amendment (the "Amendment") is made by **City of Carmel-by-the-Sea ("City") and 4Leaf, Inc., ("Consultant")**, parties to Agreement #PWD-4Leaf-177-22-23 (the "Agreement") executed on September 13, 2022.

2. The Agreement is amended as follows:

a. Section 1.A – Scope of Services of the Agreement is amended as follows:

“Consultant agrees to provide to the City, as the scope of Services under this Amendment No. 1, additional Project Management Services listed in **Exhibit A.1**, during the Programming, Schematic Design, Design Development, Contract Documents, Bidding, and Construction Phases of the Police Building/Public Works Building Project(s) on an on-call, as-needed basis. Service requests may be issued to Consultant by the City Administrator, Assistant City Administrator, Police Chief, Public Works Director, or designees as the Project progresses.”

b. Section 2.A (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 Fifty Thousand Dollars (\$150,000.00), for services rendered under Amendment No. 1.

The maximum authorization under the original Agreement, as modified by Supplemental Services Authorizations #1 (authorized \$7,800 from Contingency) and #2 (authorized \$10,180 from Contingency plus the remaining budget for Project 3A of \$21,293, totaling \$31,473, and deleting unused \$47,288 from Projects 1 and 3B), is \$150,493. Therefore, the revised “Maximum Authorized Expenditure” under the Agreement, as modified by Supplemental Services Authorizations #1 and #2, and this Amendment No. 1, is Three Hundred Thousand Four Hundred Ninety-Three Dollars (\$300,493.00). Reference **Exhibit B.1**, Fee Summary, for details.

The Fee Schedule includes, but is not to, fully-burdened hourly rates, mark-ups for direct expenses and subconsultants. Subconsultants are to be approved by the City prior to providing services on this Project.

Payment of any compensation to Consultant is contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not performed in accordance with the terms of this Agreement, the City is not responsible for payment until the Services have been satisfactorily performed.”

c. Section 3.A (Term) of the Agreement is amended and restated as follows:

“The work under this Agreement will commence by September 15, 2022 and must be completed by June 30, 2027 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 Change Order services as set out in Section 1.B, “Amendment of Services (Change Orders)”, in a timely manner or in accordance with the agreed upon Change Order Project Schedule.”

d. Project Schedule of the Agreement is amended follows:

“Services for Amendment No. 1 must be completed by Consultant in accordance with the Project Schedule set forth 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 No. 1 and the Agreement or any earlier amendment, the terms of this Amendment No. 1 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: \_\_\_\_\_  
Gene Barry, Vice President

Date: \_\_\_\_\_

**CITY:**

By: \_\_\_\_\_  
Chip Rerig, City Administrator

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Nova Romero, MMC, City Clerk

Date: \_\_\_\_\_

## **EXHIBIT A.1 – ADDITIONAL PROJECT MANAGEMENT SERVICES FOR AMENDMENT NO. 1**

Upon request by City, Consultant shall provide the following services on an on-call, as needed basis for the Police Building/Public Works Building Project(s). The following list is not intended to include all potential services reasonably associated with implementation of the Project.

### Project Management:

- Draft staff reports for City Council and Commissions
- Develop and deliver City Council and Commission presentations
- Develop PowerPoint slides
- Participate in City Project Team meetings
- Participate in Council Ad Hoc Committee meetings
- Develop and make Ad Hoc Committee presentations and memorandums
- Assist City staff with public outreach
- Coordinate with all Project stakeholders
- Support City with Project funding options and grant applications

### Schematic Design/Design Development/Contract Documents

- Assist City staff with development of Requests for Proposals, proposal evaluations, and selection of professional services in support of the Project, including, but not limited to: architectural services and construction management/inspection services
- Support City staff in negotiations and agreement development for professional services
- Draft Notice to Proceed letters
- Conduct progress meetings with consultants and stakeholders
- Implement project controls including schedules, progress tracking, costs, and risk management
- Develop instructions for Architectural Team
- Review Architectural Team submittals, including technical reports, schematics, drawings, technical specifications, contract documents, and cost estimates
- Review Architectural Team invoices
- Negotiated change orders or supplemental services with Architectural Team
- Ensure Project compliance with laws, regulations, codes, permits, and City standards
- Research swing space availability and logistics during construction

### Bidding Phase:

- Complete constructability/biddability reviews
- Assist Architectural Team in moving Project through City permit approval process
- Assist City staff in advertising of Project availability for bids
- Assist City staff with pre-bid conferences and preparation of addenda
- Coordinate Bid Opening process with City staff
- Review bid proposals

### Construction Phase:

- Coordinate with City staff for award of construction contracts
- Assist City staff with contract administration
- Assist City staff with processing and tracking of submittals, RFIs, and substitution requests with Contractors and Architectural Team
- Coordinate with Contractor to develop construction schedule and schedule monitoring
- Assist City staff with change orders, extra work authorizations, claims, and dispute prevention
- Assist Building Official with Project inspections
- Review Contractor progress payment requests and fund tracking
- Assist City staff with development of Project Punchlist and closeout documentation

**Exhibit B.1 – CONSULTANT’S FEE SCHEDULE FOR AMENDMENT NO. 1 SERVICES**

No.	Key Personnel	Role	Fully-Burdened Rate 7/1/2024- 6/30/2025	Fully-Burdened Rate 7/1/2025 - 6/30/2026	Fully-Burdened Rate 7/1/2026 - 6/30/2027
1	Gene Barry, P.E.	Principal-in-Charge	\$217.48	\$224.00	\$230.72
2	Fred Meurer	Project Manager	\$206.88	\$213.09	\$219.48
3		Admin. Support	\$100.79	\$103.81	\$106.93
4		Plan Checker			
5		Inspector			
6					

- 4Leaf’s fully-burdened rates include: software, phone/cell, and vehicles.
- Direct costs include: mileage, printing, postage/courier, subconsultants, and similar expenses with a 10% administrative markup.

**FEE SUMMARY**

No.	Project	Original Agreement	Expended	Reduced Amount	Project Total
1	Annual Paving	\$55,470	\$9,655	\$45,815	\$9,655
2	Resilience Pilot	23,000	1,707	Add Serv 2	1,707
3	Elect Panels	2,350	878	1,473	878
4	Police Building	98,980	98,980		
	Add Service 1 – from Conting.		7,800		
	Add Service 2 – from Conting.		10,180		
	Add Service 2 from Resilience		21,293		
	Police Total				\$138,253
5	Contingency	17,980	To Add Service 1, 2		0
	<b>Totals</b>	<b>\$197,780</b>	<b>\$150,493</b>	<b>\$47,288</b>	<b>\$150,493</b>

No.	Project	Prior Authorization	Amendment No. 1	Total Authorization
6	Other 3 Projects	\$12,240	\$0	\$12,240
7	Police Building	138,253	150,000	288,253
		<b>\$150,493</b>	<b>\$150,000</b>	<b>\$300,493</b>

**EXHIBIT C.1 – PROJECT SCHEDULE FOR AMENDMENT NO. 1 SERVICES**

When the City requests a particular service, or group of services, for which the on-call Consultant is retained, a task-order schedule will be negotiated with the City and that Consultant for those services.