

**AMENDMENT NO. 1 TO
AGREEMENT # PWD-AVDSN-198-23-24**

**PROFESSIONAL ELECTRICAL ENGINEERING SERVICES
FOR FISCAL YEAR 2023/24**

1. This amendment (the "Amendment") is made by **City of Carmel-by-the-Sea** and **Advance Design Consultants, Inc.**, parties to Agreement #PWD-AVDSN-198-23-24 (the "Agreement") executed on July 20, 2023.

2. The Agreement is amended as follows:

a. Section 1, Services, is amended to include the following engineering and constructions support services and related services during Fiscal Year 2024/25, as described in the Scope of Services in Exhibit A.1:

- Sunset Center Parking – Commercial Electric Service Relocation Design
- Vista Lobos – Construction Support Services
 - Commercial Service Relocation and Electric Vehicle Charging Station Construction.
 - Fleet Electric Vehicle Charging Station Construction.
- Sunset Center – Construction Support Services
 - Commercial Service Relocation
 - Rule 29 Electric Vehicle Charging Station Construction
- On-Call, As-Needed Services,

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 Fifty-Eight Thousand Twenty Dollars (\$58,020.00) for services performed in Fiscal Year 2024/25. Therefore, the "Maximum Authorized Expenditure" under this Agreement, including Amendment No. 1, is One Hundred Thirty-Seven Thousand Five Hundred Eighty Dollars (\$137,580).

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

The work under this Agreement will commence by July 20, 2023 and must be completed by June 30, 2026 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 2024/25 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 work shall include the following;

1. Sunset Center Parking Commercial Service Relocation

- a. Provide electrical engineering for construction documents to relocate the existing commercial service relocation at Sunset Center Parking Lot. This will include a new concrete housekeeping pad and equipment seismic anchorage for relocated equipment.

2. Vista Lobos - Construction Support Services

- a. Provide response to RFI's, equipment submittal review and provide 3 construction site visits.
- b. (Fleet and Commercial) construction expected to begin March 2025

3. Sunset Center - Construction Support Services

- a. Provide response to RFI's, equipment submittal review and provide 3 construction site visits.
- b. (Both Rule 29 and Commercial) construction expected to begin July 2025.

4. On-Call Architecture-Engineering Services

- a. Provide engineering services on an on-call basis, scope, and fees to be negotiated.
- b. Refer to the 2025 hourly rate sheet attached.

5. Extend PSA contract to "June 30th 2026"

Total cost time and material cost to provide value engineering services fee is:

\$ 58,020 (Fifty-Eight thousand, Twenty dollars)

ENGINEERING SERVICES										
Fee Proposal to the CITY OF CARMEL										
TASK DESCRIPTION	PERSONNEL									TASK TOTAL VALUE
	PRINCIPAL	PROJECT MANAGER	ARCHITECT/ STRUCTURAL	SENIOR ENGINEER	DESIGN ENGINEER	REVIT/CADD DESIGNER	CADD DRAFTER	CLERICAL	TOTAL HOURS	
	Task 1: Sunset Center Parking Commercial Service Relocation									\$19,760
Kick-Off Meeting	2	2	2	2	0	0	2	1	11	\$2,200
Mobilization / Programming / Scheduling	0	2	0	0	0	0	0	0	2	\$430
Field Work / As-Built (ASMEP)	0	0	0	0	0	0	0	0	0	\$0
General Schematic Design	0	0	0	2	4	0	2	0	8	\$1,330
Structural Schematic Design	0	1	2	0	0	0	4	0	7	\$1,205
Electrical Schematic Design	0	0	0	2	4	0	4	0	10	\$1,590
Quality Assurance/Control	1	1	1	2	4	0	4	0	13	\$2,315
30% SD Review Meeting	1	1	0	2	4	0	0	2	10	\$1,720
General Construction Design	0	0	0	2	4	0	1	0	7	\$1,200
Structural Construction Design	0	1	2	0	0	0	4	0	7	\$1,205
Electrical Construction Design	0	0	0	2	4	0	4	0	10	\$1,590
Quality Assurance/Control	1	2	1	2	4	0	4	0	14	\$2,530
90% CD Review Meeting	1	2	0	2	4	0	0	3	12	\$2,015
100% CD Review Meeting	0	2	0	0	0	0	0	0	2	\$430
	Task 2: Vista Lobos Construction Support									\$11,630
Bid-Walk Meeting Support	0	4	0	0	0	0	0	4	8	\$1,180
Submittal Review	0	2	0	8	0	0	0	8	18	\$2,710
RFI Review	0	2	0	8	0	0	0	8	18	\$2,710
Site Inspections (qty. 3)	0	12	0	0	0	0	0	0	12	\$2,580
"As-Built" and Close-Out	0	2	0	4	0	0	8	2	16	\$2,450
	Task 3: Sunset Center Construction Support									\$11,630
Bid-Walk Meeting Support	0	4	0	0	0	0	0	4	8	\$1,180
Submittal Review	0	2	0	8	0	0	0	8	18	\$2,710
RFI Review	0	2	0	8	0	0	0	8	18	\$2,710
Site Inspections (qty. 3)	0	12	0	0	0	0	0	0	12	\$2,580
"As-Built" and Close-Out	0	2	0	4	0	0	8	2	16	\$2,450
	Task 4: On-Call Services									\$15,000
Subtotal Hours	6	58	8	58	32	0	45	50		
RATE	\$275	\$215	\$235	\$205	\$165	\$190	\$130	\$80		
PERSONNEL COST	\$1,650	\$12,470	\$1,880	\$11,890	\$5,280	\$0	\$5,850	\$4,000		
								TOTAL	\$58,020	

FORM G - HOURLY RATE SHEET

No.	Key Personnel from FORM C	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.	Lorenzo Rios, P.E.	Principal-in-Charge	\$260	\$260	\$275
2.	Lorenzo Rios Jr., P.E.	Project Manager	\$200	\$200	\$215
3.	Craig Olivier, P.E.	Project Manager/Sr. Cost Estimator	\$200	\$200	\$215
4.	Gewargis Youssefi, P.E. LEED AP	Sr. Mechanical Engineer	\$190	\$190	\$205
5.	David Hammond, P.E.	Sr. Plumbing Engineer	\$190	\$190	\$205
6.	Alex Hernandez, P.E.	Sr. Electrical Engineer	\$190	\$190	\$205
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
7.	Mechanical Designer		\$155	\$155	\$165
8.	Electrical Designer		\$155	\$155	\$165
9.	Drafter		\$120	\$120	\$130
10.	Spec Writer		\$120	\$120	\$125
11.	Clerical		\$80	\$80	\$85
12.	Architect		\$220	\$220	\$235
13.	Architect – Designer		\$180	\$180	\$190
14.	Cost Estimator		\$175	\$175	\$185

Does your firm's fully burdened hourly rates include the following?

Software Yes ☒ No ☐
 Phone/Cell Yes ☒ No ☐
 Mileage Yes ☒ No ☐

Vehicles Yes ☒ No ☐
 Printing Yes ☒ No ☐
 Postage/Courier Yes ☒ No ☐

Please initial here to acknowledge that markups for subconsultants and other direct costs shall not exceed 10.0%. LRR