#### SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH GREEN VALLEY CONSULTING ENGINEERS.

This Second Amendment to Agreement for Professional services dated November 10th, 2015 ("Agreement") is made as of this 28th day of February 2017 by and between the City of St. Helena, a municipal corporation ("City"), and Green Valley Consulting Engineers. ("Consultant").

#### RECITALS

- A. On November 10<sup>th</sup>, 2016 the City and Consultant entered into the Agreement for Consultant to provide professional engineering services for the preparation of bid documents for the Holmes Tank Upgrades, Capital Improvement Project W-86
- B. On May 10, 2016 the First Amendment was made to the contract to include a back-up generation system for meeting California Department of Health requirements.
- C. During the design process, City Staff determined that the above ground portion of the pipeline should be constructed from ductile iron pipe, for safety and reliability purposes.
- C. The current Scope-of-Services does not include funds for the design of an above ground pipeline with ductile iron pipe.
- C. City and Consultant now desire to amend the Agreement with Consultant for the purpose of including the design of a above ground ductile iron pipe for Holmes Tank Upgrades, Capital Improvement Project W-86.

#### AGREEMENT

**NOW, THEREFORE**, in consideration of the promises and of the mutual covenants and agreements herein contained, for good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Section 1. Basic Services

Exhibit A-1 to the Agreement is replaced with the attached Exhibit A-2.

2. Section 4. Compensation and Method of Payment

Section 4.A is amended to increase the total compensation payable to Consultant under the Agreement by \$113,510 to read as follows:

"Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit B-2, "Compensation," attached hereto and made a part hereof. Total compensation shall not exceed \$113,510, unless additional compensation is approved in accordance with Section 2."

All other terms of the Agreement shall remain in full force and effect.

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Entered as of the day and year first above stated.

#### CONSULTANT:

Green Valley Consulting Engineers. 335 Tesconi Circle. Santa Rosa, CA 95401

| Signatures of Authorized Persons: |
|-----------------------------------|
| By:                               |
| Print Name: Elizabeth Ellis       |
| Title: President                  |

**CITY OF ST. HELENA** a Municipal Corporation

Director,

Title:

By Print Name: Interim

Department

APPROVED AS TO FORM: City Attorney Thomas B, Brown ATTEST: City Clerk City Clerk Canan Black

Attachments:

Exhibit A-2, " Scope of Services" Exhibit B-2, "Compensation"

#### EXHIBIT A-2 – SCOPE OF SERVICES

#### Task 1 – Meetings with City Staff

We will meet with the City to agree on the approximate proposed pipeline alignment prior to surveying the pipe alignment, as well as review the necessary pump station improvements.

We will then prepare a preliminary 30% design of the pump station and proposed alignment after which time we will meet with City staff to review and further define the scope of work needed to complete the Project. Once a final pipeline alignment has been selected, the survey will commence to prepare detailed mapping to finalize specific details such as pipe supports, ARV's, tie-in locations, etc. The surveying portion will likely occur before or after 30% design submittal meeting.

The 30% review meeting would further define the overall scope of work in more detail to include the necessary piping needed (approximate length and alignment), and other changes to the project.

# Task 2 – Field Review and Background Information

We will review all of the available City information pertaining to the project including base maps, as-built drawings, and any additional pertinent information for the project. At project initiation we will perform a field review of the project site, take digital photos and observe existing conditions so during design we can refer back to identify any unusual or special condition that may affect the project design or construction, especially in regards to the Pump Station.

Critical will be contact with AT&T, PG&E, and Comcast informing them of the project and requesting their facility mapping. In addition, we will coordinate closely with Blymer and PG&E for power demand calculations and the possible transformer relocation or change out.

### Task 3 – Surveying

Green Valley will conduct the topographic survey of the project area and prepare mapping for the design documents. At a minimum, the topographic survey will include all necessary work to produce a topographic map, including features outlined in the RFP. The location of the proposed pipeline shall be agreed upon by City and Green Valley prior to surveying pipeline alignment.

Survey shall include finding available property corners and plotting approximate property lines based on best available information. A record of survey is not included in the scope of work. We will pick up outlines of an existing septic system that is located on the proposed pump station that will potentially be abandoned per the permitting process.

### Task 4 – Submittals

Following our background research, survey and field review, a 30% preliminary design will be prepared and submitted to the City for review. The 30% improvement plans will include the survey mapping and existing utility information, general alignment of the piping and location of the pump house. The 30% submittal will include the draft pump station design, including stationary back-up power system integration, pipeline alignment and details, Following City review, consultant will meet with City to review and discuss comments on the preliminary layout and design.

At the 30% stage we will also include the necessary details and specifications for the pressure grouting of cracks that are currently found in the concrete storage tank. This item will be bid as a separate item. The grouting will take place after the new inflow and outflow pipes are installed in the tank.

As the pipeline will be above ground for a portion of the run we have included a small fee for a structural engineer to prepare tie-back and pedestal details.

Deliverables: Four ½ size plan sets and an engineer's estimate of probable construction costs.

### Task 5 – 90% Submittal

Following the 30% review meeting with City staff, we will prepare a 90% submittal. These plans will include all the sheets proposed for the final bid documents, including plan and profile sheets and the relevant details.

A 90% submittal will include the plans and specifications to allow for formal review and any needed permitting and right of way work. Once comments have been received, consultant will submit final plans, specs and estimate for advertising. The city reserves the right to make comments on 100% plans if necessary. Final deliverables will be in a PDF format. No meeting is planned for the 90% submittal.

Specifications will follow either CSI format (typical for pump station work) or Caltrans standards and be coordinated with the City's boilerplate front-end.

Deliverables: Four ½ size plans sets, two draft technical specifications and a preliminary estimate of probable construction costs for City review and comment. These documents will be supplied to the City in print and in PDF formats.

#### Task 5A – Pump Station Design

Blymer Engineers will provide the pump station design in all submittals. Efforts for the pump station design have been outlined in the RFP and are not repeated herein. We will coordinate all efforts with Blymer to incorporate the necessary information into the final set of bid documents. The pump station building will be a split face cinderblock structure with a metal roof. Their design will also incorporate an emergency generator – permanent standalone propane generator.

### Task 5B Above Ground Ductile Iron Pipe Design

The consultant shall provide design of ductile iron pipe on above ground alignments of water pipelines. The above ground portion is from Station 15+00 to approximately Station 20+50. The work shall include the necessary design of specialized concrete support structures and tie-downs for thrust restraint. If necessary, consultant and subconsultants forces shall walk the site and flag the proposed alignment for reference during the design process.

### Task 6 – Final Bid Documents

Any comments received on our 90% submittal will be addressed and final bid documents will be prepared. The final plans, specifications and estimate will be submitted electronically to the City for a brief review prior to plotting final drawings. It is assumed that the purpose of this review is to confirm that all City comments on the 90% submittal are addressed, and that no significant revisions are requested.

Deliverables: Final bid documents will be prepared including stamped and signed drawings and camera ready specifications in a PDF format.

## Task 7 – Permitting Support

Permitting will be performed by the City with support from our team in the way of exhibits, technical information, etc. We will assist as necessary to obtain the needed building permit for the pump station, typically needed calculations and foundation connection details and any electrical modifications.

Tree removal will be assisted by exhibits as required, with the same detail provided to abandon the septic system.

### Task 8 – Bidding Support

We will support the City as requested in the advertising and award of the Project. We have included time to attend the pre-bid meeting and field walk with potential bidders and address RFI's that may come up. We will assist with the technical portion of any needed addenda.

#### EXHIBIT B-2 - COMPENSATION

For the scope of work indicated in Exhibit A-2, including all caveats, Green Valley Consulting Engineers will not exceed one hundred thirteen thousand, five hundred and ten dollars (\$113,510) unless additional compensation is approved in accordance with Section 2.

|                |  | Task<br>Total |
|----------------|--|---------------|
| TASK<br>NUMBER | DESCRIPTION  |               |
|                |  |               |
| Tasks 1, 2, 3  | Meetings, Research and Coord., and Surveys         | \$12,230      |
| Task 4         | 30% Improvement Plans, Specifications and Estimate | \$58,300      |
|                |  |               |
| Task 5         | 90% Improvement Plans, Specifications and Estimate | \$15,650      |
| Task 5B        | Above Ground Ductile Iron Pipe Design              | \$15,900      |
| Tasks 6, 7     | Final PS&E and Permitting                          | \$4,790       |
| Task 8         | Bidding Support                                    | \$6,640       |
|                |  |               |
|                | Total  | \$113,510     |