**\_\_\_\_\_\_\_\_ AMENDMENT**

**TO PROFESSIONAL SERVICES AGREEMENT**

**WITH \_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

This First Amendment to Professional Services Agreement STH Contract: \_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_ ("Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_\_\_, 2018 by and between the City of St. Helena, a municipal corporation ("City"), and \_\_\_\_\_\_\_\_\_\_\_. ("Consultant").

**RECITALS**

A. On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the City and Consultant entered into the Agreement for Consultant to provide professional \_\_\_\_\_\_\_\_\_ services for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

B. City Staff has determined …..; and

C. ; and

D. ; and

E. ; and

F. City and Consultant now desire to amend the Agreement with Consultant for the purpose of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**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 4. Compensation and Method of Payment

On August 14, 2018, the City updated Section 4.B requing all invoices to include the cumulative total of the Agreement and the remaining balance of the Agreement. Section 4.B has been updated and is amended to as follows:

Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. Each original invoice furnished shall include the expenses incurred during the preceding month, the cumulative Agreement amount, and the amount remaining on the Agreement. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved, and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If the City disputes any charges or expenses, the City will return the original invoice to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

1. Section 10. Conflicts of Interest

On May 8, 2018 City Council adopted Finance Policy P-FI-0013 establishing a Fraud Prevention and Detection Policy and in accordance with this policy the Consultant understands and acknowledges City maintains an anti-fraud and anti-corruption policy to protect the City, its operations, and its employees from and against financial risks, operational breaches, and unethical, fraudulent and corrupt activities. Consultant represents and warrants that Consultant, its subcontractor(s) / subconsultant(s) and their respective employees providing services pursuant to the Agreement are (1) in good standing; (2) have not been previously investigated, convicted, or debarred for fraudulent or corrupt activities; (3) will not participate in fraudulent or corrupt activities, and (4) will take steps to ensure that its employees and subcontractor(s) / subconsultant(s) employees do not participate in any fraudulent or corrupt activities. Consultant acknowledges and agrees further that it has a duty to and will report to City any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant’s service provided pursuant to this Agreement; and

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

Entered as of the day and year first above stated.

|  |  |
| --- | --- |
| **CONSULTANT:**  *Signatures of Authorized Persons*:  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **CITY OF ST. HELENA**  a Municipal Corporation  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name: Mark T. Prestwich  Title:City Manager  APPROVED AS TO FORM:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  City Attorney  ATTEST:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  City Clerk |

Attachments:

Exhibit A-1, “ Scope of Services”

Exhibit B-1, “Compensation”

**EXHIBIT A-1 – SCOPE OF SERVICES**

1. **Preliminary Engineering**
   1. Kickoff Meeting

Following the notice to proceed from the City of St. Helena, consultant shall participate in a kick off meeting.

* 1. Review of Documentation

Following Kickoff meeting, consultant shall work with the City of St. Helena and Division of Safety of Dams (DSOD) to review all applicable records and research related to the facility and project.

* 1. Field Investigations

Consultant shall utilize appropriate tools and technologies to assess field conditions and stabilities of the facilities and related infrastructure impacted by the project. This includes diver inspection of the tower and pipe inspection, including Remote Operated Underwater Vehicle (ROV), neighboring roads and infrastructure as well as topographical survey of reservoir and facilities.

1.3.1 Contingency for Potential Geotechnical Exploration Costs, Additional Survey, Structural and other Data as Needed.

Based on the review in task 1.3, the review of the existing data and information may not adequately determine the geotechnical foundation, survey information, structural and materials integrity and strength data needed for structural analysis and design work. Under this scenario, geotechnical drilling may be required. The contingency assumes drilling two or more holes would need to be drilled from a barge at approximately 30 feet from top of mudline to rock refusal as well as a core sample of existing concrete foundation. No lab tests are assumed. Any rock samples obtain would be visually examined, assessed, and characterized by GEI’s engineering geologist. City would be responsible for any necessary permits. Survey work includes complete Topographical survey of the facilities at Bell Canyon Reservoir.

* 1. Alternatives Analysis

Consultant shall provide analysis of alternative designs and solutions for the intake tower replacement.

* + 1. Brainstorm Meeting

Consultant shall participate in a brainstorming meeting with the City of St. Helena and any other parties the City finds appropriate in order to determine alternative strategies and innovation for intake tower replacement.

* + 1. Development

If feasible alternatives result from the brainstorming meeting in task 1.4.1, the consultant shall develop the alternative scenarios in a formal memo to the City Project Manager.

* + 1. Evaluation

The consultant shall perform a feasibility analysis and cost estimation of each alternative and provide recommendations in the form of a memo to the City’s Project Manager.

* 1. Engineering Studies

Following the results of the alternatives analysis Task 1.4, following direction from the City, the consultant shall initiate appropriate engineering studies to determine scope of environmental impacts, stability and structural design, etc.

* 1. DSOD Meeting No. 1

Participate in first meeting with DSOD to review all current assumptions and seek input and approval of project direction.

* 1. Technical Memorandum

Following all input from DSOD and the City provide draft and final technical memorandum for DSOD approval.

1. **Environmental Review**
   1. Preliminary Studies
   2. Preparation of IS and Mitigated Negative Declaration
   3. Hearing
   4. Preparation of Notice of Determination
2. **Regulatory and Environmental Permitting**
   1. Clean Water Act Section 404 Permit
   2. Clean Water Act Section 401 Certification
   3. Endangered Species Act Consultation
   4. National Historic Preservation Act Section 106 Consultation
   5. California Department of Fish and Wildlife Lake and Streambed Agreement
   6. National Pollutant Discharge Elimination System Construction General Permit
3. **Final Engineering**
   1. Investigations, Studies, and Evaluations

Consultant shall prepare documentation of investigations, studies, evaluation and other essential documents for City approval.

* 1. DSOD Meeting No. 2

Following approval of documents, Consultant shall prepare for meeting with DSOD to present final engineering strategies and solutions for approval.

* 1. Engineering Design
     1. Hydrology and Hydraulics
     2. Structural Design
     3. Geotechnical Design
  2. Preparation of Bid Documents
     1. 65 Percent Plans
     2. DSOD Meeting No. 3
     3. 90 Percent Plans
     4. Final Design
  3. Contingency for Final Engineering

This contingency is reserved for unforeseen costs such as difficulty obtaining DSOD approval of final engineering, unforeseen obstacles requiring additional engineering solutions and revisions and course corrections due to unknown circumstances.

1. **Bell Canyon Valve House Outlet Piping and Valve Improvements Engineering and Design, Bid and Construction Support**
   1. Preliminary Engineering
      1. Kick-off Meeting and Draft Technical Memorandum/Conference Call
      2. Review Background Information
      3. Evaluation of Options
      4. Finalize Technical Memorandum with Design Options

**DELIVERABLES:** kick-off meeting minutes, draft technical memorandum comments review meeting minutes, draft and final technical memorandum.

* 1. Final Engineering
     1. Conference Calls to Review 65%, 90% and Bid Set Plans and Specifications
     2. Prepare and Deliver 65% Design Documents
     3. Prepare and Deliver 90% Design Documents
     4. Prepare Bid Set Design Documents to be included in the overall Bell Canyon Intake Tower Replacement Design Documents.
  2. Bid Support and Construction Engineering Support
     1. Pre-bid Meeting
     2. Respond to bidder questions and prepare addenda
     3. Respond to RFIs and Review Submittals
     4. Review Changes and Prepare Changes to Documents
     5. Attend 1 Construction Meeting
     6. Prepare Record Drawings

1. **Bell Canyon Intake Tower Replacement Bid Support and Construction Engineering Support for Outlet Tower Replacement**
   1. Bid Support for Outlet Tower Replacement
   2. Construction Engineering Support

**EXHIBIT B-1 – COMPENSATION**

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| --- | --- | --- | --- |
| **Task 1** | **Preliminary Engineering** |  | **Cost** |
| 1.1 | Kickoff Meeting |  | $5,170.00 |
| 1.2 | Review of Documentation |  | $6,481.00 |
| 1.3 | Field Investigations |  | $16,881.00 |
| 1.3.1 | Contingency for Potential Geotechnical Exploration Costs and Additional Survey, Structural and Strength Data |  | $65,500.00 |
| 1.4 | Alternatives Analysis | | |
| 1.4.1 | Brainstorming Meeting |  | $4,306.00 |
| 1.4.2 | Development |  | $6,481.00 |
| 1.4.3 | Evaluation |  | $6,481.00 |
| 1.5 | Engineering Studies |  | $6,811.00 |
| 1.6 | DOSD Meeting No. 1 |  | $4,840.00 |
| 1.7 | Technical Memorandum |  | $11,835.00 |
|  | **Subtotal Task 1** | | **$129,786.00** |
|  |  |  |  |
| **Task 2** | **Environmental Review** |  |  |
| 2.1 | Preliminary Studies |  | $4,350.00 |
| 2.2 | Preparation of IS & MND |  | $47,712.00 |
| 2.3 | Hearing |  | $3,540.00 |
| 2.4 | Preparation of Notice of Determination |  | $1,938.00 |
|  | **Subtotal Task 2** | | **$57,540.00** |
|  |  |  |  |
| **Task 3** | **Regulatory and Environmental Permitting** |  |  |
| 3.1 | Clean Water At Section 404 Permit |  | $12,546.00 |
| 3.2 | Clean Water Act Section 401 Certification |  | $9,361.00 |
| 3.3 | Endangered Species Act Consultation |  | $13,372.00 |
| 3.4 | NHPA Section 106 Consultation |  | $10,282.00 |
| 3.5 | California DFW Streambed Agreement |  | $10,747.00 |
| 3.6 | NPDES Construction General Permit |  | $12,310.00 |
| 3.7 | Regulatory and Environmental Permitting Contingency |  | $15,000.00 |
|  | **Subtotal Task 3** | | **$83,618.00** |
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| **Task 4** | **Final Engineering** |  |  |
| 4.1 | Investigation, Studies & Evaluations |  | $5,796.00 |
| 4.2 | DSOD Meeting No. 2 |  | $4,306.00 |
| 4.3 | Engineering Design | | |
| 4.3.1 | Hydrology and Hydraulics |  | $6,126.00 |
| 4.3.2 | Structural Design |  | $6,126.00 |
| 4.3.3 | Geotechnical Designs |  | $22,526.00 |
| 4.4 | Preparation of Bid Documents | | |
| 4.4.1 | 65 Percent Plans |  | $15,938.00 |
| 4.4.2 | DSOD Meeting No. 3 |  | $4,306.00 |
| 4.4.3 | 90 Percent Plans |  | $15,938.00 |
| 4.4.4 | Final Design |  | $9,598.00 |
| 4.5 | Contingency for Final Engineering |  | $25,000.00 |
|  | **Subtotal Task 4** | | **$115,660.00** |
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| **Task 5** | **Bell Canyon Valve House Outlet Piping and Valve Improvements Engineering and Design, Bid and Construction Support** |  |  |
| 5.1 | **Preliminary Engineering** | | |
| 5.1.1 | Kick-off Meeting and Draft Technical Memorandum/Conference Call |  | $3,484 |
| 5.1.2 | Review Background Information |  | $1,589 |
| 5.1.3 | Evaluation of Options |  | $13,431 |
| 5.1.4 | Prepare Draft and Final Technical Memorandums with Design Options |  | $4,551 |
| 5.2 | **Final Engineering** | | |
| 5.2.1 | Conference calls to Review 65%, 90% and Bid Set Plan and Specs |  | $3,572 |
| 5.2.2 | Prepare and Deliver 65% Design Documents |  | $26,390 |
| 5.2.3 | Prepare and Deliver 90% Design Documents |  | $17,882 |
| 5.2.4 | Prepare Bid Set Design Documents |  | $13,612 |
| 5.3 | **Bell Canyon Valve House Bid Support** | | |
| 5.3.1 | Pre bid meeting |  | $824 |
| 5.3.2 | Respond to bidder questions and prepare addenda |  | $2,610 |
| 5.3.3 | Respond to bidder questions and prepare addenda |  | $4,670 |
| 5.3.4 | Review Changes and Prepare Changes to Documents |  | $1,374 |
| 5.3.4 | Attend 1 Construction Meeting |  | $824 |
| 5.3.5 | Prepare Record Drawings |  | $5,094 |
|  | **Total Task 5** | | **$99,907** |
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| **Task 6** | **Intake Tower Bid Support & Construction Engineering Support** |  |  |
| 5.1 | Bid Support |  | $10,774.00 |
| 5.2 | Construction Engineering Support |  | $21,262.00 |
|  | **Subtotal Task 5** | | **$32,036.00** |
|  |  |  |  |
|  | **Total Project Cost** | | **$523,547.00** |