

**AMENDMENT NO. 2
TO THE CONSULTANT SERVICES AGREEMENT
BETWEEN THE CITY OF CALISTOGA AND
JOHN DRAPER, P.E.**

**Related to Professional Consulting Services Agreement
For Various Capital Improvement Projects
(Authorizing Agreement No. 724
Amending Agreement No. 724-02)**

THIS AMENDMENT NO. 2 to the Consultant Services Agreement between the City of Calistoga and John Draper, P.E., to perform specific tasks including but not limited to obtaining proposals from engineering design firms, preparing bid documents, contract and construction management, inspection and project bidding associated with individual capital improvement projects such as pavement maintenance and utility replacement (hereinafter Amendment No. 2) is hereby entered into as of the 21st day of November, 2018, by and between the City of Calistoga, a municipal corporation (hereinafter referred to as "City") and John Draper, P.E., (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, City and Consultant have previously entered into a Consultant Services Agreement to perform specific tasks including but not limited to obtaining proposals from engineering design firms, preparing bid documents, contract and construction management, and project bidding associated with individual capital improvement projects such as pavement maintenance and utility replacement, said Agreement being dated June 21, 2017 (hereinafter referred to as "Agreement") and Amendment No. 1 dated May 15, 2018; and

WHEREAS, City and Consultant now desire to enter into this Amendment No. 2 to provide additional services related to various capital improvement projects.

NOW, THEREFORE, the parties do hereby mutually agree to amend the Agreement as follows:

1. Under Paragraph 3, Compensation and Method of Payment, Subsection A and C are revised as follows:

A. Compensation. The compensation to be paid to Consultant shall be at the fees included in the Agreement and Amendment No. 1 (\$100,000) and also an additional \$135,330 (Addendum No. 2) for specific tasks authorized by the Public Works Director including but not limited to obtaining proposals from engineering design firms, preparing bid documents, contract and construction management, inspection and project bidding associated with individual capital improvement projects such as pavement maintenance and utility replacement. However, in no event shall the total

amount exceed Two Hundred Thirty Five Thousand Three Hundred Thirty Dollars (\$235,330), with such amount including the original Agreement amount, the additional fees associated with Amendment No. 1 and this Amendment No. 2. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

C. Changes in Compensation. Consultant will not undertake any work that will incur costs in excess of the amount of Two Hundred Thirty Five Thousand Three Hundred Thirty Dollars (\$235,330).

3. Except as specifically modified by Amendment No. 2, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City and Consultant have executed this Amendment No. 2 as of the date first above written.

CITY OF CALISTOGA

CONSULTANT

By: _____

By: _____

Dylan Feik

John Draper, P.E.

Title: _____
City Manager

ATTEST:

Kathy Flamson
City Clerk

John Draper, P.E.

PO Box 2324 | Santa Rosa, CA 95404 | 707-738-1012 | 3Acorns@att.net



Michael Kirn
Public Works Director
City of Calistoga
414 Washington Street
Calistoga, CA 94515

November 1, 2018

Subject: Proposed Scope of Services for Project Management – Amendment #2

Dear Mr. Kirn,

It has been a pleasure assisting the City with the execution of capital improvement projects in accordance with Consultant Services Agreement #724 and Amendment #1. Starting in July of 2017, I provided assistance on the following projects:

- 2017 Microsurfacing Project
- Lake Street Pavement Rehabilitation Project – Grant to Fair Way
- Lake Street Pavement Rehabilitation Project – Washington to Fair Way
- Spring Street Utility Replacement & Pavement Rehabilitation Project
- Feige Water Tank
- Lincoln/Brannan X-Walk
- Hazard Mitigation Grant Program applications
- Cedar Street Utilities and Pavement Project RFP
- Grant Street Pavement and Path Project RFP
- Annual Sidewalk Maintenance Project

I look forward to continuing working with you and the City of Calistoga with the successful delivery of quality capital improvement projects. In order to continue providing services, it is respectfully requested that Agreement #724 be amended to add additional compensation. Based on your direction, I propose to provide services related to the following projects.

- Lake Street Pavement Rehabilitation Project – Washington to Fair Way
- Feige Water Tank
- Spring Street Utility Replacement & Pavement Rehabilitation Project
- Lincoln/Brannan X-Walk
- Washington Street Utility Replacement & Pavement Rehabilitation Project
- Grant Street Pavement and Path Project
- Cedar Street Utilities and Pavement Project
- Hazard Mitigation Grant Program - Projects to be identified as funding is approved.

The attached proposal summarizes the work that I propose to provide beyond the \$100,000 budget authorized by Amendment #1 to Agreement #724. The proposal includes the scopes of work, schedules and budgets for ongoing projects and future projects. Please contact me if you have any questions.

Sincerely,

Budget Summary for Amedment #2 to Agreement #724

Work Beyond the \$100,000 Compensation Authorized by Amendment #1

Estimated Budgets for Ongoing and Future Projects

Lake Street #2 Washington to Fair Way		Estimated Remaining Fees	
Task	Hours	Fees at \$130/hr	
Task 1- Construction Engineering Support	20	\$2,600	
Task 2- Construction Inspection	75	\$9,750	
SUBTOTAL		95	\$12,350

Feige Canyon Water Storage Tank Replacement Project		Estimated Remaining Fees	
Task	Hours	Fees at \$130/hr	
Task 1- Construction Inspection and Support	112	\$14,560	
SUBTOTAL		112	\$14,560

Spring St - Cedar to end		Estimated Remaining Fees	
Task	Hours	Fees at \$130/hr	
Task 1- Manage Design Contract	0	\$0	
Task 2- Prepare Specifications	14	\$1,820	
Task 3- Bid Support Services	15	\$1,950	
Task 4- Construction Management	30	\$3,900	
Task 5- Construction Inspection	70	\$9,100	
SUBTOTAL		129	\$16,770

Lincoln/Brannan Crosswalk Project		Estimated Remaining Fees	
Task	Hours	Fees at \$130/hr	
Task 1- Identify Scope of Project	0	\$0	
Task 2- Request for Design Proposals	0	\$0	
Task 3- Manage Design Contract	20	\$2,600	
Task 4- Bid Support Services	10	\$1,300	
Task 5- Contract Award Support	10	\$1,300	
Task 6- Construction Management	30	\$3,900	
Task 7- Construction Inspection	60	\$7,800	
SUBTOTAL		130	\$16,900

Washington Street - North Oak to Berry	Estimated Fees	
Task	Hours	Fees at \$130/hr
Task 1- Manage Design Contract	15	\$1,950
Task 2- Prepare Specifications	15	\$1,950
Task 3- Bid Support Services	15	\$1,950
Task 4- Construction Management	20	\$2,600
Task 5- Construction Inspection	140	\$18,200
SUBTOTAL	205	\$26,650

Grant Street - Garnett Creek to City Limits	Estimated Fees	
Task	Hours	Fees at \$130/hr
Task 1- Manage Design Contract	15	\$1,950
Task 2- Prepare Specifications	35	\$4,550
Task 3- Bid Support Services	15	\$1,950
Task 4- Construction Management	20	\$2,600
Task 5- Construction Inspection	120	\$15,600
SUBTOTAL	205	\$26,650

Cedar Street - Lincoln St to Spring St	Estimated Fees	
Task	Hours	Fees at \$130/hr
Task 1- Manage Design Contract	15	\$1,950
Task 2- Prepare Specifications	35	\$4,550
Task 3- Bid Support Services	15	\$1,950
Task 4- Construction Management	30	\$3,900
Task 5- Construction Inspection	70	\$9,100
SUBTOTAL	165	\$21,450

HMGP Water Reliability	Estimated Fees	
Task	Hours	Fees at \$130/hr
To be determined		
SUBTOTAL		