

MAR 22 2018

YOLO COUNTY AGREEMENT NO. 18-51BY Rupita Pami  
DEPUTY CLERK OF THE BOARD

(Third Amendment to Agreement No. 16-155 with West Yost Associates, Inc., relating to professional engineering and design services, to revise the Scope of Services and Compensation Breakdown)

THIS THIRD AMENDMENT TO AGREEMENT No. 16-155 ("Third Amendment") is made and entered into as of this 20<sup>th</sup> day of March, 2018, by and between the County of Yolo, a political subdivision of the State of California ("County"), and West Yost Associates, Inc., a California corporation ("Contractor"), who agree as follows.

**WHEREAS**, on or about September 27, 2016, the parties entered into Agreement No. 16-155 for Contractor to provide professional engineering and design services for the infrastructure necessary to extend water serve from the City of Davis to North Davis Meadows County Service Area (the "Original Agreement"); and,

**WHEREAS**, on or about March 21, 2017, the parties amended Agreement No. 16-155 to revise the scope of services and compensation breakdown with Agreement No. 17-42 ("First Amendment"); and,

**WHEREAS**, on or about October 12, 2017 the parties further amended Agreement No. 16-155 to revise the scope of services, term and compensation breakdown with Agreement No. 17-255 ("Second Amendment" and together with the Original Agreement and the First Amendment, the "Agreement")

**WHEREAS**, the parties wish to amend the Agreement to further revise the scope of services and compensation breakdown.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1. Paragraph I of the Agreement is amended to read as follows:

**I. BASIC SERVICES**

A. Contractor shall furnish and perform the following services in accordance with Exhibit B [Proposal Excerpt], Exhibit E [Scope and Fee for Contract Addendum 1], Exhibit F [Scope and Fee Contract for Addendum 2], and Exhibit G [Scope and Fee for Contract Addendum 3] in a manner satisfactory to the County Administrator or his/her designee ("Director"). These services include the following tasks and subtasks, as set forth in greater detail in Exhibits B, E, and F.

Task 1: Project Management

Task 2: Project Report for SRF Technical Package

Task 3: Utility and Agency Coordination

Task 4: Design

Subtask 4.1: Field Survey

Subtask 4.1.1: Additional Utility Potholing

Subtask 4.2.1: Prepare 100% Design Documents Incorporating New Requirements

Subtask 4.3: Homeowner Coordination

Subtask 4.4: CAD Drawings

Subtask 4.5: Specifications

Subtask 4.6: Construction Cost Estimate

Subtask 4.7: Geotechnical Engineering

Task 5: Bid Period Services

Task 6: Construction Period Services

- Task 7: Contingency
- Task 8: Hydraulic Model
  - Subtask 8.1: Evaluate Pipeline Sizing
  - Subtask 8.2: Prepare Pipe Sizing Technical Memorandum

B. More specifically, Contractor shall provide the full range of services with regard to the project described above, with the focus on: (a) designing the necessary infrastructure for the extension of water services to North Davis Meadows County Service Area; (b) bidding and construction support for the extension of water services; and (c) completion of technical packet required by the State Revolving Fund Program for award of the construction loan. Contractor will provide all facilities, equipment, personnel, labor and materials necessary to provide the foregoing services in accordance with this Agreement.

C. The complete contract shall include the following exhibits attached hereto and incorporated herein:

Exhibit A	Original Technical Document 2013
Exhibit B	Proposal Excerpt
Exhibit C	County Values Statement
Exhibit D	Fee Schedule
Exhibit E	Scope and Fee for the First Amendment
Exhibit F	Scope and Fee for the Second Amendment
Exhibit G	Updated Scope and Fee for the Third Amendment

In the event of any conflict between any of the provisions of this Agreement (including exhibits), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

2. Paragraph III of the Agreement is amended to read as follows:

**III. COMPENSATION**

A. For the services described in Paragraph I above, and subject to the condition that the services have been completed in a manner satisfactory to the Director, Contractor shall be compensated as follows:

Task 1:	\$36,000
Task 2:	\$31,000
Task 3:	\$14,000
Task 4:	\$399,900
Task 5:	\$6,000
Task 6:	\$40,000
Task 7:	\$0
Task 8:	\$22,000
 Total:	 \$548,900

B. Contractor shall not be entitled to reimbursement for any expenses except as specifically set forth in this Section. If County requests services from Contractor that are in addition to the Services and in Contractor performs such additional services, Contractor shall be compensated for such additional services in accordance to fees set forth in Exhibit D. Contractor shall provide any further documentation to verify the need for additional expenses sought by Contractor. Expenses will only be reimbursed upon the presentation of receipts.

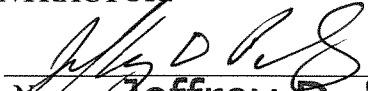
C. If this Agreement is extended for additional terms as provided for in Section IX, 'Term and Termination', the fee rates payable by County under this Agreement remain as listed within Exhibit D, fee schedule.

2. This Agreement is amended to add Exhibit G, attached to and incorporated into this Third Amendment, to reflect the updated Scope of Work and fee modification.


3. Except as specifically amended in this Third Amendment, the Agreement shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the day and year first written above.

**CONTRACTOR:**

By:   
Name: **Jeffrey D. Pelz**  
Title: **Vice President**

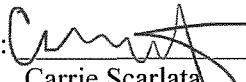
**COUNTY:**

By:   
Oscar Villegas, Chair  
Board of Supervisors

Attest: Julie Dachtler, Clerk  
Board of Supervisors

By:   
 (seal)

Approved As To Form  
Philip J. Pogledich, County Counsel

By:   
Carrie Scarlata  
Assistant County Counsel

## **EXHIBIT G**

### **SCOPE OF WORK**

#### **I. Description**

The following scope describes additional work necessary to perform additional services required with the revised project, including preparation of a plat and legal description for an additional easement, additional required geotechnical services, additional design revisions after the 100% design submittal, engineering support during the funding processes prior to bid advertisement, and engineering design support during construction.

#### **II. Task 1. Project Management**

Contractor will perform project team management, quality assurance review, cost tracking, and invoice management related to the added engineering work. These services will also include preparing for, participating in, and documenting up to two additional meetings.

#### **III. Task 2. Project Report for State Revolving Fund (SRF) Technical Package**

Contractor will provide revised stamped, final SRF Project Report addressing right-of-way change and final adjustments of design.

#### **IV. Task 3. Utility and Agency Coordination**

No change to this task is required at this time.

#### **V. Task 4. Design**

In addition to the design services described in the Scope of Services in the Agreement, Exhibit A, Contractor will provide services as follows:

1. Land Surveying. Additional land surveying services including boundary surveys and determination as needed to support the preparation of one plat and legal description for easement acquisition at 39609 Primrose Place.
2. Geotechnical Engineering. Geotechnical subsurface exploration, engineering, and testing services will include:
  - A. Subsurface Exploration, as follows:
    - 1) Obtain a Yolo County boring permit.
    - 2) Obtain a Yolo County encroachment. We assume that the County fee will be waived.
    - 3) Mark the site and call in an Underground Services Alert.
    - 4) Drill and sample two exploratory borings to depths of 20 feet at the anticipated jacking and receiving pit locations.
    - 5) Prepare logs for the two exploratory borings.
    - 6) Backfill the borings with cement/bentonite grout as required by the Yolo County boring permit.
    - 7) Provide traffic control around the drilling work site in accordance with Caltrans traffic control procedures including signs, cones, and flaggers.
  - B. Laboratory Testing. Perform the following laboratory tests on representative soil samples obtained from the exploratory boring:
    - 1) Moisture content and density for in-situ soil conditions
    - 2) Plasticity Index and sieve analysis for soil classification, excavation stability considerations, Preliminary Cal OSHA Soil Type determination, and bore-and-jack

design and construction considerations.

- C. Engineering Evaluation and Letter Report Preparation. Evaluate the information obtained from subsurface exploration and laboratory testing, and prepare a Letter Report for the bore-and-jack crossing.

3. Plans, Specifications and Estimate (PS&E) – Extra Work to Complete

- A. Provide PS&E revisions and responses to address comments on 100% submittal. Provide digitally stamped and signed final plans and technical specifications for submittal with SRF funding application formatted for reproduction at full size (22x34) and half size (11x17) along with five sets each of the digitally signed plans printed at full size and half size on bond paper and five sets of the technical specifications and technical appendices.
- B. Provide as needed support responding to questions and data requirements to support the County's funding processes related to Proposition 218 requirements and the SRF funding application.

4. Additional Task 4 Deliverables:

- A. One plat and legal description for easement on 39609 Primrose Place.
- B. One geotechnical report for the bore and jack soil conditions.
- C. One set of digitally signed and stamped plans, specifications, and cost estimate with separate files for full size and half size plan production.
- D. Five sets of digitally signed plans, specifications, and estimate printed on bond paper.

**IV. Task 5: Bid Period Services**

No change to this task is required at this time.

**V. Task 6. Construction Period Services**

- 1. Contractor will provide construction assistance services as requested by the County, including the following:
  - A. Review up to 20 original submittals, six resubmittals, and up to eight requests for information (RFI).
  - B. Assist the County with reviewing proposed change orders. For budget purposes, eight hours of staff time is assumed.
  - C. Prepare record drawings based on markups provided by Contractor and the County.
- 2. Assumptions:
  - A. Up to 20 original submittals and six resubmittals.
  - B. Up to eight RFIs.
  - C. Up to four change orders.

D. Record drawings will be prepared based on mark-ups provided by Contractor.

3. Additional Deliverables:

A. Written responses to all submittals and RFIs.

B. Record drawings – one set of 22x34 record plans on mylar.

**VI. Task 7. Contingency As-Needed**

No change to this task is required at this time.

**VII. Task 8. Hydraulic Model**

No change to this task is required at this time.

**SCHEDULE.** All work in this scope of services will be completed within mutually agreed timeframes for work as needed.