

AGREEMENT NO. _____

(Amendment # 1 to Short-form Agreement No. 7676-2017-NORTH DAVIS MEADOWS)

THIS AGREEMENT AMENDMENT is made this 24 day of August 2017 by and between the County of Yolo ("COUNTY") and Ponticello Enterprises Consulting Engineers, Inc., an individual ("CONTRACTOR"), who agree as follows:

AMENDED TERMS

1. CONTRACTOR shall perform the following ADDITIONAL personal services: Additional project management services for North Davis Meadows as set forth in Exhibit B-1: Scope of Work.
2. CONTRACTOR shall perform these personal services between January 12, 2017 and December 31, 2018.
3. Subject to CONTRACTOR's satisfactory fulfillment of the terms and conditions of this Agreement, and upon CONTRACTOR's submission of an appropriate claim or invoice, COUNTY shall pay CONTRACTOR a total amount of \$50,000.

ADDITIONAL TERMS AND CONDITIONS

4. Increase total contract by \$15,000 and extend contract end date to December 31, 2018
5. Except as set forth in this Amendment, the terms of the original contract shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by affixing their signatures hereafter.

CONTRACTOR:

Alan L. Mitchell
Contractor Signature

ALAN L. MITCHELL
Printed Name

1216 Fortna Ave.
Street Address/PO Box

Woodland CA 95776
City/State/Zip

(530) 668-5883
Phone

COUNTY:

Patrick Blacklock
Patrick Blacklock, Department Head

Julia Montero
Julia Montero Purchasing Agent

CERTIFICATION: I hereby certify under the penalty of perjury that all statements made in or incorporated into this Agreement are true and complete to the best of my knowledge. I understand and agree that the COUNTY may, in its sole discretion, terminate this Agreement if any such statements are false, incomplete, or incorrect.

Alan Mitchell
Contractor Signature

AGREEMENT NO. _____
(Amendment # 1 to Short-form Agreement No. 7676-2017-NORTH DAVIS MEADOWS)

THIS AGREEMENT AMENDMENT is made this _____ day of _____, _____ by and between the County of Yolo ("COUNTY") and Ponticello Enterprises Consulting Engineers, Inc., an individual ("CONTRACTOR"), who agree as follows:

AMENDED TERMS

1. CONTRACTOR shall perform the following ADDITIONAL personal services: Additional project management services for North Davis Meadows as set forth in Exhibit B-1: Scope of Work.
2. CONTRACTOR shall perform these personal services between January 12, 2017 and December 31, 2018.
3. Subject to CONTRACTOR's satisfactory fulfillment of the terms and conditions of this Agreement, and upon CONTRACTOR's submission of an appropriate claim or invoice, COUNTY shall pay CONTRACTOR a total amount of \$50,000.

ADDITIONAL TERMS AND CONDITIONS

4. Increase total contract by \$15,000 and extend contract end date to December 31, 2018
5. Except as set forth in this Amendment, the terms of the original contract shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by affixing their signatures hereafter.

CONTRACTOR:

Alan L. Mitchell
Contractor Signature

ALAN L. MITCHELL
Printed Name

1216 Fortna Ave.
Street Address/PO Box

Woodland CA 95776
City/State/Zip

(530) 668-5883
Phone

COUNTY:

Patrick Blacklock
Patrick Blacklock, Department Head

, Purchasing Agent

CERTIFICATION: I hereby certify under the penalty of perjury that all statements made in or incorporated into this Agreement are true and complete to the best of my knowledge. I understand and agree that the COUNTY may, in its sole discretion, terminate this Agreement if any such statements are false, incomplete, or incorrect.

Alan L. Mitchell
Contractor Signature



August 8, 2017

To: Beth Gabor, Manager of Operations & Strategy, County of Yolo

From: Alan Mitchell, P.E., Principal, Ponticello Enterprises

RE: Amendment 1 for Project Management Services – North Davis Meadows Water

As requested, Ponticello Enterprises (PE) is pleased to provide this proposal to amend the contract to provide project management for the extension of potable water from the City of Davis to the North Davis Meadows community. As we discussed, the services have involved a more extensive effort to bring the project back on-track, which was not anticipated in the original fee. The Scope of Services for the remaining effort tied to this Amendment, is described below.

SCOPE OF SERVICES

I. DUTIES OF CONSULTANT

The Consultant shall provide professional consulting services required for management of the project, as follows:

DEFINITION: PROJECT MANAGEMENT

Project Management for the purposes of this contract is limited to and comprised of the administration of the assigned project defined in this contract and in no circumstances does it include supervision, control, or responsibility for the design consultant or their work product, or providing construction management services of construction contractors, or inspection of their work product.

A. General

- PE will provide the services and report directly to you, and coordinate with other County (County) staff - Taro, staff from the City of Davis (City) - Bob, and staff from West Yost (WY) - Asa.
- PE will represent the County in all activities related to the project-implementation, through completion.
- The Project Management team will coordinate with you on all elements of the project, to see that the project stays on-time and within budget.
- Attend NDM Community Meetings as requested.

B. Design

- Facilitate timely review of construction documents.
- Assist in preparation of front-end specs for final bid package.

- C. Prop. 218
- Coordinate with Financial Consultant and County on Assessment Report, and timing and resources for process.
- D. SRF Funding/Financing
- Note: The original planning funding application is rescinded and a combined loan application will be submitted.
- Contact State rep regarding submittal, and develop line of communication.
 - Facilitate getting additional information or documentation to the State to obtain approval.
 - Coordinate with WY and County to prepare necessary documentation for construction funding application.
 - Follow-up with State until funding is approved for construction.
 - Coordinate with State with information during the construction, and provide necessary follow-through on closeout documentation for the SRF program.
- E. CEQA
- Facilitate preparation of required environmental review and findings with County staff and Consultants.
 - Coordinate with State on requirements for funding application.
- F. Agency/Utility Coordination
- Coordinate with affected agencies and utility companies on design review or construction coordination, to obtain necessary reviews, permits or inspections.
 - Facilitate Cooperative Use Agreement between City and County, in accordance with State guidelines.
- G. Construction/CM
- Facilitate solicitation, selection, and contract for a construction management firm (CM). It's assumed that the City and County will participate and make the final selection.
 - Facilitate bid call, bid inquiries, and opening of bids.
 - Prepare bid summary and documentation for award of construction contract.
 - Assist County with award and execution of contract.
 - Attend pre-construction meeting.
 - Coordinate with permitting agencies, WY, and CM, for inspection and final acceptance of construction contract work.
- H. Closeout
- Coordinate with County staff on archiving of project records.

PROJECT MANAGEMENT FEE PROPOSAL – AMENDMENT 1

Compensation for this Amendment is estimated to be \$15,000. Compensation will be based on actual time and materials expended, using the contract rates. The fee shall not exceed the budgeted amount, without prior written approval by the County.

END



August 8, 2017

To: Beth Gabor, Manager of Operations & Strategy, County of Yolo

From: Alan Mitchell, P.E., Principal, Ponticello Enterprises

RE: Amendment 1 for Project Management Services – North Davis Meadows Water

As requested, Ponticello Enterprises (PE) is pleased to provide this proposal to amend the contract to provide project management for the extension of potable water from the City of Davis to the North Davis Meadows community. As we discussed, the services have involved a more extensive effort to bring the project back on-track, which was not anticipated in the original fee. The Scope of Services for the remaining effort tied to this Amendment, is described below.

SCOPE OF SERVICES

I. DUTIES OF CONSULTANT

The Consultant shall provide professional consulting services required for management of the project, as follows:

DEFINITION: PROJECT MANAGEMENT

Project Management for the purposes of this contract is limited to and comprised of the administration of the assigned project defined in this contract and in no circumstances does it include supervision, control, or responsibility for the design consultant or their work product, or providing construction management services of construction contractors, or inspection of their work product.

A. General

- PE will provide the services and report directly to you, and coordinate with other County (County) staff - Taro, staff from the City of Davis (City) - Bob, and staff from West Yost (WY) - Asa.
- PE will represent the County in all activities related to the project-implementation, through completion.
- The Project Management team will coordinate with you on all elements of the project, to see that the project stays on-time and within budget.
- Attend NDM Community Meetings as requested.

B. Design

- Facilitate timely review of construction documents.
- Assist in preparation of front-end specs for final bid package.

- C. Prop. 218
- Coordinate with Financial Consultant and County on Assessment Report, and timing and resources for process.
- D. SRF Funding/Financing
- Note: The original planning funding application is rescinded and a combined loan application will be submitted.
- Contact State rep regarding submittal, and develop line of communication.
 - Facilitate getting additional information or documentation to the State to obtain approval.
 - Coordinate with WY and County to prepare necessary documentation for construction funding application.
 - Follow-up with State until funding is approved for construction.
 - Coordinate with State with information during the construction, and provide necessary follow-through on closeout documentation for the SRF program.
- E. CEQA
- Facilitate preparation of required environmental review and findings with County staff and Consultants.
 - Coordinate with State on requirements for funding application.
- F. Agency/Utility Coordination
- Coordinate with affected agencies and utility companies on design review or construction coordination, to obtain necessary reviews, permits or inspections.
 - Facilitate Cooperative Use Agreement between City and County, in accordance with State guidelines.
- G. Construction/CM
- Facilitate solicitation, selection, and contract for a construction management firm (CM). It's assumed that the City and County will participate and make the final selection.
 - Facilitate bid call, bid inquiries, and opening of bids.
 - Prepare bid summary and documentation for award of construction contract.
 - Assist County with award and execution of contract.
 - Attend pre-construction meeting.
 - Coordinate with permitting agencies, WY, and CM, for inspection and final acceptance of construction contract work.
- H. Closeout
- Coordinate with County staff on archiving of project records.

PROJECT MANAGEMENT FEE PROPOSAL – AMENDMENT 1

Compensation for this Amendment is estimated to be \$15,000. Compensation will be based on actual time and materials expended, using the contract rates. The fee shall not exceed the budgeted amount, without prior written approval by the County.

END