

AGREEMENT NO. _____
(Amendment #3 to Agreement No. 7676-2017-NORTH DAVIS MEADOWS)

THIS THIRD AMENDMENT TO AGREEMENT No. 7676-2017 is made this 17 day of April, 2018 by and between the County of Yolo, a political subdivision of the state of California ("County") and Ponticello Enterprises Consulting Engineers, Inc., a California corporation, ("Contractor"), who agree as follows:

RECITALS


- A. On January 27, 2017, County and Contractor entered into Agreement No. 7676-2017 for Contractor to provide project management for the extension of potable water from the City of Davis to the North Davis Meadows County Service Area ("Project");
- B. County and Contractor twice amended Agreement No. 7676-2017, once on August 24, 2017 and then again on October 30, 2017 (Agreement No. 7676-2017, as amended, shall be referred to as the "Agreement"); and
- C. The parties wish to further amend Agreement No. 7676-2017 by expanding the Scope of Service and adding additional compensation because the Project requires more extensive efforts to coordinate alternatives and respond to community concerns, and to coordinate with the State and compile the State Revolving Fund Loan package.

TERMS

- 1. The Agreement shall be amended to include the services set forth in Exhibit B-2: Scope of Services, attached to and incorporated into this Third Amendment.
- 2. Section 4 of the Agreement shall be deleted in its entirety and replaced with the following:

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 no more than a total amount of \$75,000, in accordance with Exhibit B: Scope of Work and Exhibit B-2: Scope of Services.
- 3. Except as set forth in this Third Amendment, the terms of the Agreement shall remain in full force and unchanged.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the date first written above.

CONTRACTOR:


Contractor Signature

Alan Mitchell

Printed Name

1216 Fortna Avenue

Street Address/PO Box

Woodland, CA 95776

City/State/Zip

(530) 668-5883

Phone

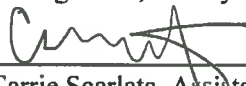
COUNTY:

By: _____
Oscar Villegas, Chair
Board of Supervisors

Attest: Julie Dachtler, Deputy Clerk

By: _____
(seal)

Approved As To Form:
Philip J. Pogledich, County Counsel

By: 

Carrie Scarlata, Assistant County Counsel

EXHIBIT B-2 – SCOPE OF SERVICES

I. DUTIES OF CONTRACTOR

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

DEFINITION: PROJECT MANAGEMENT

Project Management for the purposes of this Agreement is limited to and comprised of the administration of the assigned project defined in this Agreement 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

1. Contractor will provide the services and report directly to County, and coordinate with other County staff, staff from the City of Davis (“City”) and staff from West Yost (“WY”).
2. Contractor will represent the County in all activities related to the project implementation, through completion.
3. Contractor will coordinate with County on all elements of the project, to see that the project stays on-time and within budget.
4. Contractor will attend North Davis Meadows community meetings as requested by County.

B. SRF Funding/Financing

1. Coordinate with WY, City, and County to prepare and upload necessary documentation for construction funding application.
2. Follow-up with State until funding is approved for construction.
3. Coordinate with State with information during the construction, and provide necessary follow-through on closeout documentation for the SRF program.

C. Construction/Contract Management (CM)

1. Work with WY to prepare bid documents.
2. Facilitate solicitation, selection, and contract for a CM firm. It's assumed that the City and County will participate and make the final selection.
3. Facilitate bid call, bid inquiries, and opening of bids.
4. Prepare bid summary and documentation for award of construction contract.
5. Assist County with award and execution of contract.
6. Attend pre-construction meeting.
7. Monitor and review Certified Payroll Records.
8. Monitor consultant performances and monthly invoices.
9. Coordinate with permitting agencies, WY and CM, for inspection and final acceptance of construction contract work.

D. Closeout. Coordinate with County staff on archiving of project records.



March 21, 2018

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

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

RE: Amendment 2 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 coordinate alternatives and respond to community concerns. Also, the effort to coordinate with the State and compile the SRF Loan package has been extensive. These efforts have resulted in our fee exceeding the estimated budget from August 2017 (Amendment 1). We have some tasks remaining through completion of the project, and the following Scope of Services addresses the remaining work, under this Amendment.

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) - Stan, 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. SRF Funding/Financing
- Coordinate with WY, City, and County to prepare and upload 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.
- C. Construction/CM
- Work with WY to prepare bid documents.
 - 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.
 - Monitor and review Certified Payroll Records.
 - Monitor Consultant performances and monthly invoices.
 - 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 2

Compensation for this Amendment is estimated to be \$25,000. 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