

AGREEMENT NO. 7676-2017-NORTH DAVIS MEADOWS
(Short-Form Agreement)

THIS AGREEMENT is made this 27 day of January, 2017, by and between the County of Yolo ("COUNTY"), and Ponticello Enterprises Consulting Engineers, Inc ("CONTRACTOR"), who agree as follows:

TERMS

1. CONTRACTOR shall perform the following personal services: Project management services for North Davis Meadows as set forth in Exhibit B: Scope of Work.
2. CONTRACTOR shall perform said services between January 12, 2017, and June 30, 2018.
3. The complete contract shall include the following Exhibits attached hereto and incorporated herein: Exhibit A: Insurance Requirements, Exhibit B: Scope of Work.
4. Subject to CONTRACTOR'S satisfactory and complete performance of all the terms and conditions of this Agreement, and upon CONTRACTOR'S submission of an appropriate claim, COUNTY shall pay CONTRACTOR no more than a total amount of \$35,000, as identified in Exhibit B: Scope of Work.
5. CONTRACTOR, at his sole cost and expense, shall obtain and maintain throughout the entire term of this Contract, the insurance set forth in Exhibit A attached hereto.
6. To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of the CONTRACTOR, it's officers, agents, or employees. CONTRACTOR/SUBCONTRACTOR responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.
7. Any SUBCONTRACTOR agrees to be bound to CONTRACTOR and COUNTY in the same manner and to the same extent as CONTRACTOR is bound to COUNTY under the Contract Documents. SUBCONTRACTOR further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any SUB-SUBCONTRACTOR to the extent they apply to the scope of the SUB-SUBCONTRACTOR's work. A copy of the COUNTY's Contract Document Indemnity and Insurance provisions will be furnished to the SUBCONTRACTOR upon request.
8. CONTRACTOR shall comply with all applicable laws and regulations, including but not limited to any, which are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. CONTRACTOR shall defend COUNTY and reimburse it for any fines, damages or costs (including attorney fees) that might be incurred or assessed based upon a claim or determination that CONTRACTOR has violated any applicable law or regulation.
9. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which even the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services under this Agreement.

10. If CONTRACTOR fails to perform any part of this Agreement, the COUNTY may notify the CONTRACTOR of the default and CONTRACTOR shall remedy the default. If CONTRACTOR fails to do so, then, in addition to any other remedy that COUNTY may have, COUNTY may terminate this Agreement and withhold any or all payments otherwise owed to CONTRACTOR pursuant to this Agreement.

11. Attached are licenses &/or certificates required by CONTRACTOR's profession (Indicating type; No.; State; & Expiration date), and CONTRACTOR certifies that he/she/it shall maintain them throughout this Agreement, and that CONTRACTOR's performance will meet the standards of licensure/certification.

12. CONTRACTOR understands that he/she is not an employee of the COUNTY and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.

13. CONTRACTOR will hold in confidence all information disclosed to or obtained by CONTRACTOR which relates to activities under this Agreement and/or to the COUNTY's plans or activities. All documents and information developed under this Agreement and all work products, reports, and related data and materials shall become the property of the COUNTY. CONTRACTOR shall deliver all of the foregoing to the COUNTY upon completion of the services hereunder, or upon earlier termination of this Agreement. In addition, CONTRACTOR shall retain all of its own records regarding this Agreement and the services provided hereunder for a period of not less than four (4) years, and shall make them available to COUNTY for audit and discovery purposes.

14. This Agreement constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Agreement may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.

15. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

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

CONTRACTOR:



Contractor Signature
Alan L. Mitchell
Printed Name

1216 Fortna Avenue
Street Address/PO Box

Woodland, CA 95776
City/State/Zip

(530) 668-5893 5883
Phone

COUNTY:



Patrick Blacklock, Department Head



Gayle Derrer, 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.



Contractor Signature

EXHIBIT A

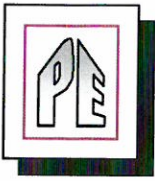
SERVICE CONTRACT INSURANCE REQUIREMENTS

- A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.
1. Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:
 - a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate
 - b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) [include coverage for Hired and Non-owned vehicles.]
 - c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
 - d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)
 2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. . **[NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.]** It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
 - a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.
 - b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or

excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self insurance shall be called upon to protect it as a named insured.


3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).
7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The insurer shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.
- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/**and or Contractor** shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and General Contractor/**and or Contractor** will provide proof of compliance to the County of Yolo.
- E.** Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.



January 16, 2017

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

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

RE: Project Management Services – North Davis Meadows Water

As requested, Ponticello Enterprises (PE) is pleased to provide this proposal to provide project management for the extension of potable water from the City of Davis to the North Davis Meadows community. The Scope of Services 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.

B. Scoping

- Meet with stakeholders to develop an understanding of the project elements, including design, right of way, Prop. 218, SRF funding, schedule, CEQA, agreements, and stakeholders interests and concerns.
- Review all documentation provided by the County.
- Prepare meeting notes and distribute to attendees.

C. Design

Note: The County has executed a contract with WY.

- Review WY scope of work.
- Coordinate with stakeholders to provide WY with answers to RFI's and direction when needed for alignment, standards, etc.
- Facilitate timely review of design reports and construction documents by others, including the City, County, and any affected utility Companies.
- Assist in preparation of front-end specs for final bid package.

D. Right of Way

Note: If right of way is needed, then a real property agent will need to be provided by the County.

- Facilitate resources to obtain right of way, if necessary, including land surveyor for legal documentation and real property agent for processing.
- Coordinate with County resources.

E. Prop. 218

Note: The County has previously gone through the Prop. 218 process for the planning and design elements of the project. Another process will be required for construction, which will be handled by the County.

- Coordinate with County on timing and resources for construction process.

F. SRF Funding/Financing

Note: The County previously submitted a funding Application for planning/design, which is under review by the State.

- Contact State rep regarding submittal, and develop line of communication.
- Facilitate getting additional information or,documentation, to the State to obtain approval.
- Review guidelines for next step – application for construction funding.
- Contact State rep regarding submittal requirements, and develop line of communication.
- 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.
- Coordinate with the County to secure the services of a financial consultant like Bartle Wells, for rate study and any other analysis needed (assessment).

G. CEQA

Note: The County will prepare findings for all required environmental reviews under CEQA, and as required by the State.

- Facilitate preparation of required environmental review and findings with County staff. It is assumed that the County will provide review and prepare findings.

H. Agency/Utility Coordination

Note: The City PW Director has issued a will-serve letter and is drafting the use-agreement for extension of City water to the project area. The County will submit the application for LAFCO approval.

- Coordinate with affected agencies and utility companies on design review or construction coordination, to obtain necessary reviews, permits or inspections.
- Utilize resources from WY or CM firm for information needed to accomplish prior task.

I. Construction/CM

Note: The County may have an on-call CM contract we can utilize.

- 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.

J. Closeout

- Coordinate with County staff on archiving of project records.

DELIVERABLES

PE will provide:

1. Project files with all documentation associated with the management of the projects.

PROJECT SCHEDULE

This proposal is based on the understanding that our services will start immediately and all work should be completed within 14 months.

PROJECT MANAGEMENT FEE PROPOSAL

Compensation for the aforementioned Services is estimated to be \$35,000, based on 1.0% of the estimated construction budget of \$3.42M, plus expenses. Compensation will be based on actual time and materials expended, using the Rates below. The fee shall not exceed the budgeted amount, without prior written approval by the County. We will monitor the budget closely, and strive to be cost-efficient, and will inform you as soon as we are aware that the budget may be compromised.

Hourly Rates

Principal Engineer	\$170/hour
Senior Civil Engineer	\$150/hour
Engineering Technician	\$125/hour
Office Technician	\$65/hour

Reimbursable expenses will be billed in addition to basic services and will include the actual cost of reproductions, special deliveries and other vendor-furnished items, and mileage (at \$0.58/mile).

The engineering services will be made available and provided per this Proposal. Services will be invoiced and paid by the quarter hour. One monthly invoice will be issued. The invoice will include: the billing period, the total hours for each staff member for the billing period, with a running total, any reimbursable charges, and the remaining balance for the fee estimate.

END