

OCT 26 2017

YOLO COUNTY AGREEMENT NO. 17-255BY Jill Rackets
DEPUTY CLERK OF THE BOARD

(Second 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 SECOND AMENDMENT TO AGREEMENT No. 16-155 ("Second Amendment") is made and entered into as of this 12th day of October, 2017, 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 Yolo County Agreement No. 16-155 for Contractor to provide professional engineering and design services for the infrastructure necessary to extend potable water from the City of Davis to North Davis Meadows County Service Area (the "Original Agreement"); and

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

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Paragraph I of the Agreement N 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], and Exhibit F [Scope and Fee Contract for Addendum 2] in a matter 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: 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

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, the 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

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 AND REIMBURSEMENT OF EXPENSES

A. For the services described in Paragraph I above, 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:	\$32,000
Task 2:	\$30,000
Task 3:	\$14,000
Task 4:	\$369,900
Task 5:	\$6,000
Task 6:	\$0
Task 7:	\$0
Task 8:	\$22,000
Total:	\$473,900


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 if Contractor performs such additional services, the 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.


3. Paragraph IX(A) of the Agreement is amended to read as follows:
 - A. The term of this Agreement shall be from September 27, 2016 through December 31, 2018 unless sooner terminated as hereinafter provided. The term of this Agreement may be extended for up to one additional year at the option of the County Administrator.
4. The Agreement is amended to add Exhibit F, attached to and incorporated into this Second Agreement to reflect the updated Scope of Work and fee modification.
5. Except as specifically amended by this Second Amendment, the Agreement shall remain in full force and effect according to its terms.

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

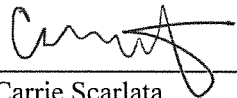
CONTRACTOR:

By: 
 Name & Title W. Franklin Helmick, VP

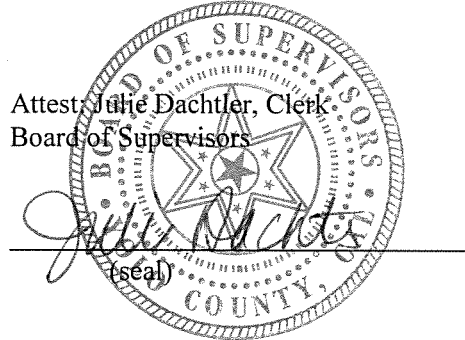
COUNTY:

By: 
 Duane Chamberlain, Chair
 Yolo County Board of Supervisors

Approved as to Form:
 Philip J. Pogledich, County Counsel

By: 
 Carrie Scarlata
 Assistant County Counsel

Attest: Julie Dachtler, Clerk
 Board of Supervisors





August 28, 2017

Project No.: 746-14-16-01
SENT VIA: EMAIL

Ms. Beth Gabor
Manager of Operations & Strategy
County of Yolo
625 Court Street, Room 204
Woodland CA 95695

SUBJECT: Request for Contract Amendment for North Davis Meadows Water System Consolidation Project

Dear Ms. Gabor:

West Yost Associates (West Yost) respectfully requests authorization of the amended services under our existing contract with the County of Yolo (County) for design services related to the North Davis Meadows (NDM) water system as described in this letter proposal. This proposal is intended to detail only the changes from the approved scope of work in our contract dated September 27, 2016 and amended March 21, 2017.

BACKGROUND

West Yost was retained in October 2016 to design a water system that would bring City of Davis (City) water to North Davis Meadows for domestic indoor water use only. The fire protection system and outdoor irrigation systems were intended to remain on the community's existing well system.

Following a meeting with City and County staff to review the 90% design, West Yost was asked to develop planning level cost estimates for alternative water system improvements, including constructing a single water system to serve all uses and a dual system in which city water would supply domestic and fire protection leaving only irrigation on the existing wells. This proposal has been developed to cover costs associated with confirmation of the proposed water system improvements using hydraulic modeling and redesign of the expanded water system.

SCOPE OF WORK

The following scope describes additional work necessary to perform hydraulic modeling of the expanded water system, additional pot holing necessary to complete design, and development of 100% design drawings, specifications and cost estimates incorporating the new requirements.

Ms. Beth Gabor
August 28, 2017
Page 2

Task 1. Project Management

West Yost will perform project team management, quality assurance review, cost tracking and invoice management related to the added engineering work due to the change in design. These services will also include answering questions from City and County related to various alternatives, preparing for, participating in, and documenting two (2) additional meetings related to the design changes.

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

West Yost will modify the Draft SRF Engineering Report to describe the selected improvements and submit the final report to the County.

Additional Task 2 Deliverables: Electronic (PDF) copy of revised final SRF Engineering Report

Task 3. Utility and Agency Coordination

No change to this task is envisioned at this time.

Task 4. Design

In addition to the design services described in the current contract scope of services, West Yost will provide services as follows:

Subtask 4.1: Additional Utility Potholing

West Yost will use a subcontractor to pothole critical facilities. The original scope of work included the cost of eight (8) potholes (2 days of potholing). Due to the number of critical utility crossings found, fifteen (15) potholes were identified as necessary for the initial design. Approximately ten (10) additional potholes are expected with the design changes to inspect the condition of existing facilities for potential incorporation in the new system, making a total of twenty-five (25) potholes.

Subtask 4.2: Prepare 100% Design Documents Incorporating New Requirements

West Yost will use the new pipe sizing resulting from Tasks 8.1 and 8.2 and the additional requirements and comments from the City and County to prepare the 100% submittal based on the previously submitted 90% plans, specifications and estimate and complete the remaining design services and deliverables described in Task 4 of the original contract scope of work. Included with the 100% submittal of plans, specifications and estimate, West Yost will provide a log of comments and responses from the 90% submittal. West Yost will prepare a letter to and coordinate with the Division of Drinking Water regarding waivers needed for the new pipe system.

Additional Task 4 Deliverables: Electronic (PDF) copy of waiver letter to Division of Drinking Water

Task 5. Bid Period Services

No change to this task is envisioned at this time.

Ms. Beth Gabor
August 28, 2017
Page 3

Task 6. Construction Period Services

This task was removed from the authorized contract in Amendment 1.

Task 7. Contingency As-Needed

This task consists of providing engineering services identified by the County on an “as-needed” basis. No work on this task will occur without specific written approval from the County. The balance of this task value is being assigned to additional work.

Task 8. Hydraulic Model

Subtask 8.1: Evaluate Pipeline Sizing

To confirm pipeline sizing, West Yost will complete the following:

1. Confirm Water Demand: West Yost will use the most current monthly water production data available from the City and County for the two NDM wells in conjunction with the data from for the period of 2002-2012 to estimate the peak demands.
2. Update City’s Potable Water System Hydraulic Model: West Yost will receive the most recent City potable water system hydraulic model and add the NDM water demands and pipelines.
3. Run Hydraulic Model and Analyze Results: West Yost will evaluate a maximum day demand condition concurrent with a 1,500 gallons per minute fire flow event in NDM to determine if the proposed pipelines are adequate to serve domestic, irrigation, and fire flow demands for the selected scenario.

Subtask 8.2: Prepare Pipe Sizing Technical Memorandum

West Yost will document the analysis and recommendations in a draft technical memorandum (TM) for review by the City and County. Following receipt of one set of consolidated comments from each the City and the County, West Yost will address the comments and prepare a final TM.

PROJECT ASSUMPTIONS

1. The City will provide up-to-date monthly water use data to be used in conjunction with the data from 2002 through 2012 for this analysis.
2. City will provide the latest version of its potable water system hydraulic computer model and no updates are required except to add the NDM demands and pipelines.
3. The golf course irrigation system is served by its own wells. Therefore, the golf course irrigation demand will not be included in the analysis or pipeline sizing and is not included in the historical water production data. If the golf course water use is to be included, the water demand for the golf course will be provided by the City.

Project Deliverables: Draft and final TMs (electronic PDF format) documenting pipe sizing determination

Ms. Beth Gabor
 August 28, 2017
 Page 4

SCHEDULE

Hydraulic model will be completed within three (3) weeks of receiving authorization and updated water use data. All other work in this scope of services will be completed within four (4) weeks after City and County concurrence of modeling results.

ANTICIPATED FEE

Table 1 summarizes the estimated fee modification for the redefined scope described above.

Table 1. Estimated Fee Modification						
Task No.	Task Description	Original Contract, dollars	Approved Amendment No. 1, dollars	Contingency Authorization 8/17/2017, dollars	Proposed Amendment No. 2, dollars	Contract Limit, dollars
1	Project Management	22,000	2,000	0	8,000	32,000
2	Project Report for SRF Technical Package	25,000	0	0	5,000	30,000
3	Utility and Agency Coordination	14,000	0	0	0	14,000
4	Design	267,000	27,000	13,900	62,000	369,900
5	Bid Period Services	6,000	0	0	0	6,000
6	Construction Period Services	50,000	-50,000	0	0	0
7	Contingency	0	21,000	-13,900	-7,100	0
8	Hydraulic Model	--	--	--	22,000	22,000
Total Estimated Fee		\$384,000	0	0	\$89,900	\$473,900

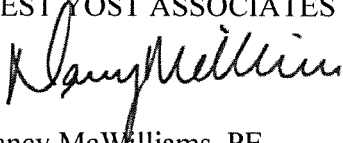
Ms. Beth Gabor
August 28, 2017
Page 5

To complete the additional scope of work described herein, West Yost requests authorization of an addition \$89,900 which will bring the total contract value to \$473,900.

If you have any questions, please call Asa Utterback at (530) 792-3223.

Sincerely,

WEST YOST ASSOCIATES

A handwritten signature in black ink, appearing to read "Nancy McWilliams", is written over the printed name.

Nancy McWilliams, PE
Engineering Manager
RCE #68331

NAM:AJU:lh