

YOLO COUNTY AGREEMENT NO. _____

(Second Amendment to Agreement No. 21-275 with Luhdorff & Scalmanini Consulting Engineers, relating to Well Design and Engineering Services.)

THIS Second Amendment to Agreement No. 21-275 is made and entered into as of this 21st day of May, 2024, by and between the County of Yolo, a political subdivision of the State of California (“County”), and Luhdorff & Scalmanini Consulting Engineers, Inc., a California corporation (“Contractor”), who agree as follows:

WHEREAS, on or about November 9, 2021, the parties entered into an agreement for Contractor to provide professional services with the design and construction of a new well for the Wild Wings CSA Public Water System for the County (Yolo County Agreement No. 21-275); and

WHEREAS, Contractor’s evaluation of the intended well site at the Canvasback location determined a well constructed at this site would not likely meet water quality objectives without further treatment; and

WHEREAS, Contractor and County investigated additional potential locations for the new well, and identified a parcel on the northwest corner of the Wild Wings development that stratifies initial site assessment; and

WHEREAS, further investigation at the potential well site is required to characterize hydrogeologic conditions, water quality and zone specific water levels; and

WHEREAS, on or about March 22, 2022, Agreement No. 21-275 was amended to include additional services to investigate the quantity and quality of water at the potential Wood Duck site and prepare preliminary production well design, and increase the maximum compensation by an additional \$272,076 (Agreement No. 22-55); and

WHEREAS, Contractor has completed the original Scope of Work and additional tasks identified in Agreement No. 21-275, as previously amended, but bids for the Wood Duck well were much higher than expected and exceeded available funding, requiring the County to redesign the project to try and reduce costs; and

WHEREAS, the parties wish to amend Agreement No. 21-275 to revise the budget and scope of work to better address and reflect Contractor’s services for this necessary redesign of the Wood Duck Pump Station, and to increase the maximum compensation by an additional \$130,650.

NOW, THEREFORE, THE COUNTY AND CONTRACTOR HEREBY AGREE AS FOLLOWS:

1. Paragraph **I.A. (Basic Services)** of Agreement No. 21-275 is hereby amended to add additional services pursuant to which Contractor shall furnish and perform the following services for the redesign of the Wood Duck Pump station in accordance with the Consultant’s Scope of Work described as Task 1 in Exhibit A (see items L-N on pg. 2), attached to this Second Amendment and incorporated herein by reference, and in a manner satisfactory to the Director of Community Services or his/her written designee (“Director”).
2. Paragraph **II.A (Additional Services)** of Agreement No. 21-275 is hereby amended to add several additional tasks related to technical assistance with bidding and construction if requested by the Director and upon receipt of prior written authorization by the Director to proceed with these additional tasks.
 - A. Assist with the Bidding Process and Bid Evaluations
 - B. Provide Technical Assistance during Construction
 - C. Startup and Commissioning
 - D. Permitting of Facility

The additional technical assistance and bidding tasks are further described in Exhibit A to this Second Amendment.

3. The following Paragraph **III.A. (Compensation)** of Agreement No. 21-275 is hereby amended to establish the compensation for the task and services identified in this Second Amendment, which include changes in the hourly rates as set forth in Exhibit B, and to establish new compensation maximums:

A. For the services described in this Second Amendment, and subject to the condition that the services have been completed in a manner satisfactory to the Director or the Director’s designee, Contractor shall be compensated on a time and materials basis as follows:

Professional*

Senior Principal	\$260/hr.
Principal Professional.....	\$248/hr.
Supervising Professional.....	\$238/hr.
Senior Professional	\$200 to 228/hr.
Project Professional.....	\$182/hr.
Staff Professional	\$165/hr.

Technical

ACAD DMS/GIS.....	\$150/hr.
Engineering Assistant.....	\$135/hr.
Scientist.....	\$135/hr.
Technician.....	\$135/hr.

Project Admin Support

Word Processing, Clerical.....	\$105/hr.
Digital Communications Specialist.....	\$115/hr.
Project Admin/Accounting Assistant.....	\$115/hr.

Vehicle Use	\$0.67/mi(or curr. IRS rate)
Subsistence	Cost Plus 15%
Groundwater Sampling Equipment (Includes Operator)	\$200.00/hr
Copies	\$0.20 ea.

Professional or Technical Testimony	200% of Regular Rates
Technical Overtime (if required)	150% of Regular Rates
Outside Services/Rentals	Cost Plus 15%
Services by Associate Firms	Cost Plus 15%
Prevailing Wage Rate	\$200/hr until June 30, 2024
Prevailing Wage Rate	\$205/hr effective July 1, 2024

Provided, however, that the total amount of compensation to be paid to Contractor for the services required by Paragraph 1 of this Second Amendment shall not exceed \$130,650.

If the County authorizes the Additional Services for technical assistance with bidding and construction described in Paragraph 2 of this Second Amendment, such services shall not exceed \$134,028.

The total compensation to be paid to Contractor for all services required by Agreement No. 21-275, as amended, including additional services (if requested and approved by the Director in writing), shall not exceed Eight Hundred Sixty-Four Thousand Six Hundred Seventy-Eight Dollars and 00/100 (\$864,678.00). In the determination of hourly fees, time allotments shall be calculated to one-tenth of an hour.

- 4. Except as expressly amended herein, all other terms and conditions of Agreement No. 21-275 shall remain in full force and effect.
- 5. The person(s) executing this Second Amendment to Agreement No. 21-275 on behalf of Contractor affirmatively represents that they have the requisite legal authority to enter into this Second Amendment on behalf of Contractor and to bind Contractor to the terms and conditions of this Second Amendment.

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

CONTRACTOR:

COUNTY:

DocuSigned by:

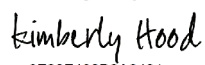
 By: _____
 William Halligan
 President

By: _____
 Lucas Frerichs, Chair
 Board of Supervisors

Attest:
 Julie Dachtler, Senior Deputy Clerk
 Yolo County Board of Supervisors

Approved As To Form

By: _____
 Deputy (Seal)

DocuSigned by:

 By: _____
 Kimberly Hood
 Chief Assistant County Counsel

February 2, 2024

Project No. 21-2-109

Ms. Kimberly Villa
Community Services Analyst
County of Yolo
Community Services Department
292 W. Beamer Street
Woodland, CA 95695

SUBJECT: Request for Amendment to Project Scope and Budget for the Design and Construction Assistance Associated with the Wood Duck Well and Pump Station, Wild Wings Community Services Area - Yolo County Agreement No. 21-275

Dear Ms. Villa:

This letter serves as a formal request from Luhdorff and Scalmanini Consulting Engineers (LSCE) for an amendment to the scope of work and corresponding budget as outlined in Agreement No. 21-275. The revisions pertain to the engineering and design services we are providing for the Wood Duck Well and Pump Station, integral to the Wild Wings Community Services Area.

Our initial contract engagement was based on a series of conservative site modifications utilizing the existing infrastructure at the Canvas Back well site. The design, mechanical, and electrical updates, alongside the CEQA documentation, were all reflective of a project of minimal impact, leveraging the current assets to their fullest potential. As you are aware, LSCE's original scope was based on modest design modifications and upgrades to the Canvas Back Well site. Our proposal encompassed the construction of a new well, augmented by essential mechanical and electrical enhancements designed to harness the majority of existing site components. Reflecting this limited intervention, the accompanying CEQA documentation was succinct and commensurate with the scale of planned site improvements. The design, in its entirety, was formulated to be minimalistic, effectively capitalizing on the infrastructure already in place.

Subsequent to our original proposal, we faced a pivotal decision to relocate, design, and construct a completely new pumping station, which led to a reevaluation of the site and ultimately the selection of the current Wood Duck site. This strategic shift necessitated a comprehensive expansion of our initial scope of work, encompassing a multitude of additional tasks. The detailed tasks added to the project scope – outlined in the following list - are vital to the project's successful completion and they represent a proactive response to the evolving needs of the project and the community it serves.

- A. A complete site evaluation to select a suitable location to construct a new well.
- B. Meetings with the local homeowners to advise of the proposed site improvements and the potential impacts on neighboring homes.
- C. New site topographical work which also included a 3,000-foot corridor for a new raw water mainline to connect the new pump station to the existing raw water mainline (located near the current wastewater treatment plant entrance), to convey water to the Pintail Arsenic Treatment Plant.
- D. Modification of the CEQA document from an exempt status (Canvas Back) to a complete Mitigated Negative Declaration required for the new site and inclusion of the Pintail Arsenic Plant into one project.
- E. Design of site grading and drainage and a new paved site including access roadways.
- F. A hydraulic analysis of both pumping water either into the existing distribution system or conveying raw water to the new Arsenic treatment system located at the Pintail Well and Pumping Station.
- G. A larger scale of complete mechanical, electrical, and civil components associated with a new pump station.
- H. New building design to house the well, pumping equipment, station piping, and chemical feed equipment.
- I. Fencing and landscaping of the site perimeter.
- J. Development of a complete set of specifications for all components and merge the project with the Arsenic Treatment project (separate design effort) into one bidding package.
- K. Upon receipt of bids the decision was made to bifurcate the Arsenic Treatment System at Pintail from the Wood Duck Pumping Station and award separately.
- L. Provide extensive “value engineering” services to reduce the scope of the Wood Duck Pumping Station construction in an attempt to lower the cost of the station.
- M. Modify the Wood Duck plans and specifications to develop a “stand-alone” bidding and construction set of plans, all reflecting a reduction in the scope of facilities to be installed at the new well site. This work is currently in progress.
- N. Modify the CEQA documents to include a smaller, stand-alone Wood Duck Pump Station footprint, resubmit the documents to the State Clearinghouse, respond to all reviewer questions, and monitor construction activities for compliance with the final document.
- O. Rebid the modified Wood Duck Pumping Station, respond to all bidder questions, and evaluate and recommend the award of the successful low bidder.

- P. Provide Technical Assistance during construction of the Wood Duck Pumping Station including response to all contractor Requests for Information, review, and approval of material submittals, contractor invoices, and completion of the project.
- Q. Provide non-resident “Milestone” inspections at various parts of the construction. The County will be responsible for day-to-day inspections if they so desire. Witness startup and commissioning of the pump station.
- R. Assist the County with modification of the State Water Board Water Supply Permit.
- S. Assist the County with project closeout including as-builts and final contractor invoicing.

The aforementioned additional project scope factors are just a selection of the additional tasks that LSCE has undertaken or will undertake, reflecting our commitment to the Project's success. Our team has provided extensive "value engineering" services to optimize the project cost without compromising the integrity and functionality of the Wood Duck Pumping Station. We continue to work on the modification of the project plans and specifications to reflect a refined scope, and we remain actively engaged in ensuring compliance with all CEQA requirements.

ESTIMATED COST FOR ENGINEERING SERVICES CHANGE OF SCOPE OF WORK

The revised budget, reflective of the expanded scope, represents a meticulous reassessment of our projected costs, ensuring that LSCE remains committed to fiscal responsibility while accommodating the necessary adjustments to our work plan. The total estimated cost now stands at \$264,678, which accounts for the completion of the project with the new scope. This figure represents our diligent efforts to maintain cost efficiency amid the significant changes in project scope. LSCE has been working diligently on this project and has strived to keep the cost for engineering services within the originally budgeted amount, despite the major change in the Scope of Work for engineering services.

For clarity and convenience, the costs are detailed in the table below and in the attached Estimate of Cost Worksheet for Professional Services.

Table 1– Total Estimated Cost			
Scope of Work Category	LSCE Services	Subconsultant Services ¹	Total
Redesign of the Wood Duck Pump Station	\$78,900	\$51,750	\$130,650
Technical Assistance with Bidding and Construction	\$99,528	\$34,500	\$134,028
TOTALS			\$264,678

¹ Includes environmental, structural, and electrical subconsultant costs.

Ms. Kimberly Villa

February 2, 2024


Page 4

We request the County's understanding and approval of this scope and budget amendment. LSCE reaffirms our dedication to delivering services that meet the highest standards of excellence. We are prepared to discuss these changes in detail and adjust our plans to align with the County's expectations and requirements. LSCE is poised to continue the work described herein and billing will continue to be conducted monthly for labor and materials, as incurred, and in alignment with the existing agreement with the County.

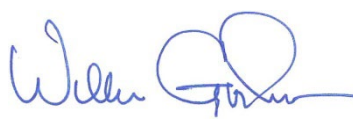
We are grateful for the County's consideration of this amended scope and budget proposal and stand ready to discuss any aspect in further detail or respond to any queries you may have.

Sincerely,

LUHDORFF AND SCALMANINI
CONSULTING ENGINEERS



Jason Coleman, P.E.
Supervising Engineer



William Gustavson
Senior Technical Advisor

Attachment(s):

LSCE 2024 Schedule of Fees

Wood Duck Estimate of Engineering Services



2024 SCHEDULE OF FEES

ENGINEERING AND RELATED FIELD SERVICES

Professional*

Senior Principal	\$260/hr.
Principal Professional.....	\$248/hr.
Supervising Professional	\$238/hr.
Senior Professional	\$200 to 228/hr.
Project Professional	\$182/hr.
Staff Professional	\$165/hr.

Technical

ACAD DMS/GIS.....	\$150/hr.
Engineering Assistant.....	\$135/hr.
Scientist.....	\$135/hr.
Technician.....	\$135/hr.

Project Admin Support

Word Processing, Clerical.....	\$105/hr.
Digital Communications Specialist.....	\$115/hr.
Project Admin/Accounting Assistant	\$115/hr.

Vehicle Use	\$0.67/mi(or curr. IRS rate)
Subsistence	Cost Plus 15%
Groundwater Sampling Equipment (Includes Operator)	\$200.00/hr
Copies	\$0.20 ea.
Professional or Technical Testimony	200% of Regular Rates
Technical Overtime (if required)	150% of Regular Rates
Outside Services/Rentals	Cost Plus 15%
Services by Associate Firms	Cost Plus 15%
Prevailing Wage Rate	\$200/hr until June 30, 2024
Prevailing Wage Rate	\$205/hr effective July 1, 2024

* Engineer, Geologist, Hydrogeologist, and Hydrologist

Client: Yolo County
 Project: Wood Duck Re-Engineering
 Estimated By: WG/JC/AC
 Date: 23 January 2024

Cost Estimate for Professional Services



	LSCE (hours and fee)								DIRECT EXPENSES			TOTALS
	Senior Professional	Principal Professional	Supervising Professional	Senior Professional	Project Professional	Staff Professional	ACAD Drafter	Clerical	Subconsults	Travel Expenses	Copies / Other	
Re-Design of the Wood Duck Pump Station and Tech Assistance During Bidding and Construction	\$260	\$248	\$238	\$228	\$182	\$165	\$150	\$105		Incurred	Incurred	
Task 1: Re-design the Wood Duck Pump Station and Prepare Bid Plans and Specs	20		120	0	240	0	0	12				
LSCE (hours)	20	0	120	0	240	0	0	12				392
LSCE (cost)	\$5,200	\$0	\$28,560	\$0	\$43,680	\$0	\$0	\$1,260				\$78,700
Subconsultants												\$0
Inland Ecosystem									\$23,000			\$23,000
Electrical Power System									\$28,750			\$28,750
Direct Expenses										\$0	\$200	\$200
Task 1 Subtotal												\$130,650
Task 2: Assist with the Bidding Process and Bid Evaluation	12	0	40	0	40	0	0	8				
Technical Assistance during Construction	12	0	100	0	200	0	0	16				
Startup and Commissioning	2	0	8	0	16	0	0	0				
Permitting of Facility	2	0	8	0	24	0	0	8				
LSCE (hours)	28	0	156	0	280	0	0	32				496
LSCE (cost)	\$7,280	\$0	\$37,128	\$0	\$50,960	\$0	\$0	\$3,360				\$98,728
Subconsultants												\$0
Electrical Power Systems									\$17,250			\$17,250
Langenour and Meikle Surveyors									\$11,500			\$11,500
Soils Testing									\$5,750			\$5,750
Direct Expenses										\$300	\$500	\$800
Task 2 Subtotal												\$134,028
Total LSCE Hours	48		276	0	520	0		44				888
Total LSCE Cost	\$12,480		\$65,688	\$0	\$94,640	\$0		\$4,620				\$177,428
Total Sub-Consultant Cost									\$86,250			\$86,250
Total Direct Expenses Cost										\$300	\$700	\$1,000
COST PROPOSAL - TOTAL												\$264,678