

**RESOLUTION NO. 2021-04**

**AUTHORIZING:**

- 1. A TENTH AMENDMENT TO THE MASTER PROFESSIONAL SERVICES CONTRACT (MPSC) WITH PAKPOUR CONSULTING GROUP, INC. WHICH REVISES THE SCOPE OF WORK WITHIN THE EIGHTH AMENDMENT APPROVED JULY 23, 2020 BY DELETING THE HASTINGS DRIVE SERVICE CONNECTIONS (#20-01) AND ADDING THE BELMONT CANYON WATER MAIN IMPROVEMENTS (#15-29), FOR A NET INCREASE OF \$33,370, AND A NEW CONTRACT TOTAL IN THE AMOUNT OF \$276,670; AND**
- 2. AN ELEVENTH AMENDMENT TO THE MPSC WITH PAKPOUR CONSULTING GROUP, INC., TO BE REFERENCED AS CONTRACT NO. 20-07 IN THE AMOUNT OF \$261,000 FOR PLANNING AND DESIGN RELATED SERVICES FOR THE HARBOR BOULEVARD WATER MAIN IMPROVEMENTS (#20-07)**

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**MID-PENINSULA WATER DISTRICT**

**WHEREAS**, the Mid-Peninsula Water District (District) entered into a master professional services contract with Pakpour Consulting Group on June 25, 2015 to provide District Engineer services for the planning, design, construction, management and operation of the District water system (Contract); and

**WHEREAS**, a First Amendment to the Contract (referenced as Contract No. 01-1621-CP) with the District Engineer for the 2017 Water Main Improvements Project totaling \$292,155 was approved by the Board of Directors on September 22, 2016; and

**WHEREAS**, a Second Amendment to the Contract (referenced as Contract No. 02-1621-CP) with the District Engineer for the Hillcrest Pressure Regulating Station Project totaling \$89,250 was approved by the Board of Directors on February 23, 2017; and

**WHEREAS**, a Third Amendment to the Contract (referenced as Contract No. 07-1621-CP) with the District Engineer for design services for the 2018 Water Main Replacement Project totaling \$325,244 was approved by the Board of Directors on September 28, 2017; and

**WHEREAS**, a Fourth Amendment to the Contract (referenced as Contract No. 02-1621-CP) with the District Engineer provides an augmentation to design service costs in the amount of \$54,800 to address creation

of an easement on City of Redwood City property, specialized construction details and specifications for the 20-inch concrete cylinder pipe, and detail for an emergency interconnection with Redwood City related to the Hillcrest Pressure Regulating Station approved by the Board of Directors on January 25, 2018; and

**WHEREAS**, a Fifth Amendment to the Contract (referenced as Contract No. 08-1621-CP) with the District Engineer for design services for the Dekoven Tanks Replacement Project totaling \$192,292 was approved by the Board of Directors on December 19, 2018; and

**WHEREAS**, a Sixth Amendment to the Contract (referenced as Contract No. 02-1621-CP) with the District Engineer for additional design services for the Hillcrest Pressure Regulating Station Project totaling \$45,000 was approved by the Board of Directors on February 28, 2019; and

**WHEREAS**, a Seventh Amendment to the Contract (referenced as Contract No. 07-1621-CP) with the District Engineer for a redesign of the water main on Notre Dame including surveying and negotiations with the contractor following unknown field circumstances and additional construction support totaling \$107,092.88 was approved by the Board on December 19, 2019; and

**WHEREAS**, an Eighth Amendment to the Contract (referenced as Contract No. 09-1621-CP) with the District Engineer for planning, design and cost estimate services of the Hastings Drive Improvements (CIP 15-40), Vine Street Improvements (CIP 15-88), and Hastings Drive Service Connection Replacements (CIP 20-01) totaling \$243,300 was approved by the Board on July 23, 2020;

**WHEREAS**, a Ninth Amendment to the Contract (referenced as Contract No. 08-1621-CP) with the District Engineer for additional engineering services related to the Dekoven Tank Replacement capital project in the amount of \$85,530 was approved by the Board on October 22, 2020;

**WHEREAS**, Section 2.C. of the Contract includes optional services for Major Improvement Projects, defined as improvement projects or construction management services costing over \$100,000; and

**WHEREAS**, the Board of Directors (Board) adopted the MPWD Comprehensive System Analysis and Capital Improvement Program (CIP), FY 2019/2020 Update, and authorized the MPWD 5-Year CIP for Fiscal Years 2019/2020 through 2023/2024 at its May 28, 2020, regular meeting; and

**WHEREAS**, the District proposes a Tenth Amendment to the Contract (referenced as Contract No. 09-1621-CP AMENDED) which intends to amend the scope of work on the Eighth Amendment to the Contract, approved on July 23, 2020, by deleting the Hastings Drive Service Connections capital project (20-01), its cost of \$85,000, and adding the Belmont Canyon Road Water Main Improvements capital project (15-29) and its cost of \$118,370 increasing costs by \$33,370 for a new total of \$276,670 related to planning, engineering design, and cost estimates services.

**WHEREAS**, the District proposes an Eleventh Amendment to the Contract (referenced as Contract No. 20-07) in the amount of \$261,000 for planning and design services for the Harbor Boulevard Water Main Improvements capital project (20-07).

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Mid-Peninsula Water District hereby authorizes:

1. The Tenth Amendment to the Contract with Pakpour Consulting Group, Inc., referenced as Contract No. 09-1621-CP AMENDED, which amends the scope of work from the Eighth Amendment to the Contract approved on July 23, 2020 and intends to delete the Hastings Drive Service Connections capital project (20-01) and in its place add the Belmont Canyon Road Water Main Improvements capital project for a net increase in cost of \$33,370 and a new total of \$276,670; and

2. The Eleventh Amendment to the Contract with Pakpour Consulting Group, Inc., referenced as Contract No. 20-07 in the amount of \$261,000 for planning and design related services for the Harbor Boulevard Water Main Improvement capital project (20-07).

**REGULARLY PASSED AND ADOPTED** this 25th day of February 2021.

AYES: Director Vella, Wheeler, Zucca and Schmidt

NOES: 0

ABSTENTIONS: 0

ABSENCES: Director Warden

  
BOARD PRESIDENT

ATTEST:



BOARD SECRETARY

**CONTRACT NO. 09-1621-CP (AMENDED)**

**TENTH AMENDMENT TO**

**CONTRACT FOR PROFESSIONAL SERVICES**

THIS TENTH AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES, (HEREINAFTER REFERRED TO AS "CONTRACT NO. 09-1621-CP AMENDED") is made as of the 25th day of February 2021, by and between the MID-PENINSULA WATER DISTRICT (hereinafter referred to as "DISTRICT") and PAKPOUR CONSULTING GROUP, INC. (hereinafter referred to as "ENGINEER").

- A. The Parties entered into a Contract for Professional Services ("Contract") on June 25, 2015, under which Engineer provides professional engineering services in connection with the planning, design, construction, management, and operation of the DISTRICT's water system, including optional services related to major improvement projects costing over \$100,000.
- B. The DISTRICT and ENGINEER have agreed to "amend" the scope of work associated with the Eighth Amendment with this Tenth Amendment to the contract for professional services to be known as Contract No. 09-1621-CP AMENDED. As described in a letter proposal from the ENGINEER dated February 16, 2021, the ENGINEER will remove the level of professional services attributable to capital project 20-01 the Hastings Drive Service Connection Replacements, which reduces cost by \$85,000, and will add professional engineering services to prepare plans, specifications, and cost estimates for capital project 15-29 the Belmont Canyon Road Water Main Improvements increasing costs by \$118,370, for a net increase of \$33,370 or a new total of \$276,670 to Contract No. 09-1621-CP AMENDED.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Under Section 2 of the Master Contract, the Scope of Services is amended to add the ENGINEER's services described in Exhibit "A".
2. Under Section 4.3 of the Master Contract, the Compensation to be paid the ENGINEER for the specified services to be provided pursuant to this contract is set forth in Exhibit "A".
3. Except for those changes expressly specified in this amended contract, all other provisions, requirements, conditions and sections of the Contract remain in full force and effect.

IN WITNESS WHEREOF, this Tenth Amendment to the Contract, referenced as Contract No. 09-1621-CP AMENDED, is entered into as of the date first written above by the duly authorized representatives of the parties.

MID-PENINSULA WATER DISTRICT

PAKPOUR CONSULTING GROUP, INC.

BY:

  
Tammy A. Rudock, General Manager

BY:

  
Joubin Pakpour, P.E., Principal

**CONTRACT NO. 20-07**  
**ELEVENTH AMENDMENT TO**  
**CONTRACT FOR PROFESSIONAL SERVICES**

THIS ELEVENTH AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES, (HEREINAFTER REFERRED TO AS "CONTRACT NO. 20-07"), is made as of the 25th day of February 2021, by and between the MID-PENINSULA WATER DISTRICT (hereinafter referred to as "DISTRICT") and PAKPOUR CONSULTING GROUP, INC. (hereinafter referred to as "ENGINEER").

- A. The Parties entered into a Contract for Professional Services ("Contract") on June 25, 2015, under which Engineer provides professional engineering services in connection with the planning, design, construction, management, and operation of the DISTRICT's water system, including optional services related to major improvement projects costing over \$100,000.
- B. The DISTRICT desires Engineer to prepare plans, specifications and cost estimates for professional engineering services related to the capital project known as the Harbor Boulevard Water Main Improvements (20-07), as more particularly described in the ENGINEER's proposal dated February 16, 2021, a copy of which is attached hereto and incorporated herein as Exhibit "B" to this Eleventh Amendment.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. Under Section 2 of the Master Contract, the Scope of Services is amended to add the ENGINEER's services described in Exhibit "B".
- 2. Under Section 4.3 of the Master Contract, the Compensation to be paid the ENGINEER for the specified services to be provided pursuant to this contract is set forth in Exhibit "B".
- 3. Except for those changes expressly specified in this Eleventh Amendment, all other provisions, requirements, conditions and sections of the Contract remain in full force and effect.

IN WITNESS WHEREOF, this Eleventh Amendment to the Contract, referenced as Contract No. 20-07, is entered into as of the date first written above by the duly authorized representatives of the parties.

MID-PENINSULA WATER DISTRICT

PAKPOUR CONSULTING GROUP, INC.

BY:

  
\_\_\_\_\_  
Tammy A. Rudock, General Manager

BY:

  
\_\_\_\_\_  
Joubin Pakpour, P.E., Principal