

**YOLO COUNTY AGREEMENT NO. \_\_\_\_\_**

(Amendment 1 to Agreement No. 16--206 with GHD Inc., relating to roundabout design services for County Road 98 Bike and Safety Improvement Project, Phase II, to increase the Maximum Compensation, and extend the Term)

THIS First Amendment to Agreement No. 16--206 is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the County of Yolo, a political subdivision of the State of California (“County”), and GHD Inc., a California corporation (formerly Omni-Means, Ltd.) (“Contractor”), who agree as follows.

**WHEREAS**, on or about December 13, 2016, the parties entered into an agreement for Contractor to provide roundabout design serviced for County Road 98 Bike and Safety Improvement Project, Phase II (Yolo County Agreement No. 16--206); and

**WHEREAS**, on the County Road 98 Bike and Safety Improvement Project, Phase II, an Air Quality Report has been requested by Caltrans Environmental staff, who are responsible for ultimately certifying the project’s compliance with the National Environmental Protection Act: and

**WHEREAS**, Task 8 of the Agreement No. 16—206, “Assist with Environmental Document,” under Optional Tasks of the original Agreement is described in Exhibit B, and the parties wish to amend Agreement No. 16--206 to increase the maximum compensation for said task to complete the additional Air Quality Report required by Caltrans, and

**WHEREAS**, the parties wish to amend Agreement No. 16--206 to require this additional task for the CR 98 Bike and Safety Improvement Project, Phase II, increase the maximum compensation, and extend its term.

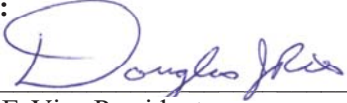
**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1. Paragraph **I.A** of Agreement No. 16—206 (Basic Services) is hereby amended only to revise the not to exceed amount for Subtotal for Tasks 8-9 to increase the amount from \$9,963 to **\$31,792** so that the Subtotal for Tasks 8-9 in Paragraph 1.A now reads as follows:  
“Subtotal for Tasks 8-9 not to exceed amount                   \$ 31,792”
2. Paragraph **III.A** of Agreement No. 16—206 (Compensation and Reimbursement of Expenses) is hereby amended as follows to reflect the increase in the not to exceed amount:  
“A. For the services described in Article I and II, above as each specified subtask is completed, and subject to the condition that the specified task has been completed in a manner satisfactory to the Director of his/her designee, Contractor shall be compensated the amount for each subtask set forth in Article I or for each item of work or service shown on an approved WPF in accordance with the hourly rates and fees in Exhibit C, whichever results in the lesser amount. The total amount paid by County including the fixed fee shall not exceed \$521,329.”
3. Paragraph **IV.B** of Agreement No. 16--206 (Allowable Costs and Payments) is hereby amended as follows to reflect the increase in the fixed fee for Tasks 8 and 9:  
“B. In addition to the allowable incurred costs, County will pay Contractor a fixed fee of \$36,067.45, as shown in Exhibit C for Tasks 1 through 7. To the extent the County requests work as described for Tasks 8 through Tasks 9, the County will pay the Contractor a fixed fee at the rate shown in Exhibit C, not to exceed \$4,462.46. The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of work and such adjustment is made by agreement amendment.”

4. Paragraph **XI.A** of Agreement No. 16--206 (Term and Termination) is hereby amended as follows to extend the term of the agreement for an additional four years:  
“A. This Agreement shall go into effect on November 8, 2016, contingent upon approval by County, and Contractor shall commence work after notification to proceed by County’s Contract Administrator. The Agreement shall end on November 7, 2026, unless extended by agreement amendment.”
5. Except as specifically amended hereinabove, Agreement No. 16--206 shall remain in full force and effect according to its terms.

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

**CONTRACTOR:**

By:   
Douglas J. Ries, PE, Vice President

**COUNTY OF YOLO:**

By: \_\_\_\_\_  
Todd Riddiough, P.E.  
Interim Director of Public Works  
Community Services Department

Approved As To Form:  
Phil Pogledich, County Counsel

By:   
Kimberly E. Hood, Assistant County Counsel