

YOLO COUNTY AGREEMENT NO. _____

(Amendment 2 to Agreement No. 18--273 with Gallaway Enterprises, Inc., relating to Environmental Services for County Road 98 Bike and Safety Improvement Project, Phase II, to increase the Maximum Compensation)

THIS Second Amendment to Agreement No. 18—273 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 Gallaway Enterprises, Inc., a California corporation (“Contractor”). The County and Contractor are jointly referred to as the “Parties” and agree as follows:

WHEREAS, on or about December 11, 2018, the parties entered into an agreement for Contractor to provide Environmental services for the County Road 98 Bike and Safety Improvement Project, Phase II to the County, Yolo County Agreement No. 18—273 (“Agreement”); and

WHEREAS, on or about August 12, 2020, the parties amended the Agreement (Agreement No. 20-233) to require additional work related to a revision of the project boundary and increased the maximum compensation to account for the additional work; and

WHEREAS, due to additional requirements resulting from environmental review of the project, additional work (Task 9) that was not originally contemplated is necessary to satisfy mitigation needs; and

WHEREAS, the parties wish to further amend Agreement No. 18--273 to require the additional work (Task 9) and increase the maximum compensation.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Subsection **I.A.** of Agreement No. 18—273 (Basic Services) is hereby amended as follows to add Task 9 and increase the maximum compensation:

- A. Contractor shall furnish and perform the following services for the following tasks in accordance with Exhibits A-D, and in a manner satisfactory to the Director of Public Works, or his/her designee (“Director”):

Task 1:	Project Management, Coordination, Documentation & Quality Control	\$ 1,673.06
Task 2:	Cultural Resources Report – APE & AB 52	\$ 5,213.74
Task 3:	NEPA Required Technical Studies & Analyses	
Task 3.1:	Natural Environment Study (NES)	\$ 17,528.34
Task 3.2:	Farmlands – Community Impact Assessment	\$ 6,581.08
Task 4:	Delineation of Water of the US	\$ 6,125.30
Task 5:	Biological Assessment	\$ 4,913.58
Task 6:	Cultural Resources Report - HPSR/ASR/HRER	\$ 43,706.69
Task 7:	Initial Study/Mitigated Negative Declaration	\$ 10,405.23

Task 8:	Permits	
Task 8.1:	Clean Water Act (CWA) 404 Corps Permit Facilitation	\$ 2,818.09
Task 8.2:	Clean Water Act (CWA) 401 Regional Water Quality Control Board (RWQCB) Certification Facilitation	\$ 2,384.53
Task 8.3:	CDFW 1600 California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement Facilitation	\$ 1,945.42
Task 9:	Tree identification for mitigation needs in support of addressing the requirements of CEQA mitigation Measure BIO-9.	<u>\$24,217.71</u>
Mileage		\$ 200.56 <u>\$1,671.50</u>
Subtotal for above Tasks 1 – 9, Anticipated Salary Increases, and Other Direct Costs, for Environmental Services for County Road 98 Bike and Safety Improvement Project, Phase II not to exceed the amount of:		\$103,495.62 <u>\$129,184.27</u>

Prior to the commencement of any work of Task 9, the Director shall request services from Contractor in writing and provide a detailed description of the requested services. Following receipt of the request, Contractor shall prepare a detailed Work Proposal Form (WPF) containing a cost estimate of the specific services requested, including all necessary sub-tasks, and an estimated completion date. The Director shall meet with Contractor to establish the maximum fee, including expenses, for the specific services, and to establish the completion date. The maximum fee shall be based upon the method set forth in Article III of this Agreement, and shall include all expenses. Both parties shall agree in writing to the maximum fee and completion date shown in the WPF. In no event shall the completion date extend beyond the agreed-upon completion date. If the parties do not agree on a maximum fee, County reserves the right to enter into an agreement with another party to provide the requested services."

2. Subsection **III.A** of Agreement No. 18--273 (Term and Termination), is hereby amended as follows to increase the not to exceed amount:
 - A. For the services described in Sections 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 or 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 ~~\$115,269.96~~ **one hundred forty- thousand nine hundred fifty-eight dollars and sixty-two cents (\$140,958.62)**.
3. Except as specifically amended hereinabove, Agreement No. 18--273 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.

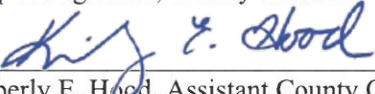
CONTRACTOR:

By:  10/10/2022
Kevin Sevier
Vice President

COUNTY:

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

Approved As To Form
Philip J. Pogledich, County Counsel

By: 
Kimberly E. Hood, Assistant County Counsel