

YOLO COUNTY AGREEMENT NO.

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

THIS Third Amendment to Agreement No. 21-275 is made and entered into as of this 3rd day of December, 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, on or about May 21, 2024, Agreement No. 21-275 was amended 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; and

WHEREAS, the Parties wish to further amend Agreement No. 21-275 to extend the term by an additional calendar year, from December 31, 2024 to December 31, 2025.

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

1. Paragraph **IX.A (Term and Termination)** of Agreement No. 21-275 is hereby amended to extend the term and to state: “The term of this Agreement shall be from November 9, 2021 through December 31, 2025 unless sooner terminated as hereinafter provided.”
2. Except as expressly amended herein, all other terms and conditions of Agreement No. 21-275 shall remain in full force and effect.
3. The person(s) executing this Third Amendment to Agreement No. 21-275 on behalf of Contractor affirmatively represents that they have the requisite legal authority to enter into this Third Amendment on behalf of Contractor and to bind Contractor to the terms and conditions of this Third Amendment.

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

CONTRACTOR:

By: _____
William Halligan
President

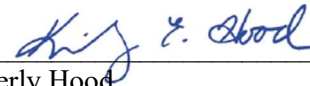
COUNTY:

By: _____
Lucas Frerichs, Chair
Board of Supervisors

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

Deputy (Seal)

Approved As To Form:
Philip J. Pogledich, County Counsel

By:  _____
Kimberly Hood
Chief Assistant County Counsel