

YOLO COUNTY AGREEMENT NO. _____

(Amendment #10 to Agreement No. 7676-2017-NORTH DAVIS MEADOWS with Ponticello Enterprises Consulting Engineers, Inc. to extend the Term, increase the Maximum Compensation, and Add Services)

THIS Agreement 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 Ponticello Enterprises Consulting Engineers, Inc., a California corporation (“Contractor”), who agree as follows.

WHEREAS, on or about January 12, 2017, the parties entered into an agreement for Contractor to provide project management services for the North Davis Meadows water connection project with the County (Yolo County Agreement No. 7676-2017-NORTH DAVIS MEADOWS, as amended, shall be referred to as “the Agreement”); and

WHEREAS, on or about August 24, 2017, the parties amended the Agreement for Contractor to provide additional services and coordination of the water project and increase the contract total amount of compensation (Amendment #1); and

WHEREAS, on or about October 30, 2017, the parties amended the Agreement to extend the term of the Agreement (Amendment #2); and

WHEREAS, on or about April 17, 2018, the parties amended the Agreement to expand the scope of services and added compensation because the Project required more extensive efforts to coordinate alternatives and respond to community concerns, and to coordinate with the State regarding the State Revolving Fund Loan package (Amendment #3); and

WHEREAS, on or about October 4, 2018, the Project was paused due to litigation related to the Project, which concluded on or about August 30, 2021, with a judgment in favor of the County; and

WHEREAS, on or about May 28, 2019, the parties amended the Agreement extending the term (Amendment #4; this Amendment #4 is also identified as Agreement No. 2140); and

WHEREAS, on or about June 15, 2020, the parties amended the Agreement extending the term (Amendment #5); and

WHEREAS, on or about October 1, 2021, the parties amended the Agreement for Contractor to revive the Project, extend the term of the agreement and increase the total compensation amount (Amendment #6); and

WHEREAS, on or about June 21, 2022, the parties amended the Agreement to extend the term of the agreement to December 31, 2023, and increased the total compensation amount (Amendment #7); and

WHEREAS, on or about March 1, 2023, the parties amended the Agreement to increase the total compensation amount (Amendment #8); and

WHEREAS, on or about October 5, 2023, the parties amended the Agreement to extend the term and increase the maximum compensation from \$175,000 to \$225,000 to account for additional services to be performed by the Contractor for the Project (Amendment #9); and

WHEREAS, the parties wish to further amend the Agreement to extend the term and increase the maximum compensation from \$225,000 to \$275,000 to provide continued services to be performed by the Contractor for the Project (Amendment #10).

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The Agreement shall be amended to include the additional project management services to be performed by Contractor, which are described in Exhibit A attached hereto and incorporated herein by reference.
2. The term of the Agreement shall be from January 12, 2017, through December 31, 2025, unless sooner terminated by the parties.
3. The total amount of compensation to be paid Contractor for the services required by this Agreement shall not exceed two hundred and seventy-five thousand dollars (\$275,000).
4. Except as specifically amended hereinabove, the Agreement shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #10 to the Agreement as of the day and year first written above.

CONTRACTOR:

By: _____
Alan Mitchell, President
Ponticello Enterprises Consulting Engineers, Inc.

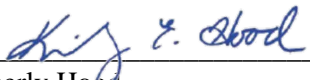
COUNTY:

By: _____
Lucas Frerichs, Chair
Yolo County Board of Supervisors

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

Approved as to Form:

By: _____
Deputy (Seal)

By:  _____
Kimberly Hoed
Chief Assistant County Counsel