

YOLO COUNTY AGREEMENT NO. _____

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

THIS Fifth Amendment to Agreement No. 21-275 is made and entered into as of this 22nd day of September, 2026, 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 (Amendment No. 1); 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 (Amendment No. 2); and

WHEREAS, on or about December 3, 2024, Agreement No. 21-275 was amended to extend the term by an additional calendar year, from December 31, 2024 to December 31, 2025 (Amendment No. 3); and

WHEREAS, on or about December 9, 2025, Agreement No. 21-275 was amended to authorize construction assistance services not to exceed \$29,984, and extend the term by an additional calendar year, from December 31, 2025 to December 31, 2026 (Amendment No. 4); and

WHEREAS, the Parties wish to further amend Agreement No. 21-275 to increase the maximum compensation for the construction assistance services task by an additional \$7,000 to \$36,984 for continued construction-phase engineering services.

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

1. Paragraph **III.A (Compensation)** of Agreement No. 21-275 is hereby amended to add: “The Department authorizes Contractor to provide construction assistance services, and cost of such services shall not exceed \$36,984. Such budget for these additional construction assistance services shall not increase the

maximum compensation to be paid to Contractor for all services as set forth in Amendment No. 2 (\$864,678.00).”

2. Except as expressly amended herein, all other terms and conditions of Agreement No. 21-275 shall remain in full force and effect.

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

CONTRACTOR:

Signed by:
By: Scott Lewis
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Scott A. Lewis
Chief Executive Officer

COUNTY:

By: _____
Sheila A. Allen, Chair
Board of Supervisors

Attest:
Julie Dachtler, Senior Deputy
Board of Supervisors

By: _____
Deputy (Seal)

Approved As To Form
Phili _____ Signed by: _____ nty Counsel

By: Kimberly Hood
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Kimberly Hood
Chief Assistant County Counsel