

## YOLO COUNTY AGREEMENT NO. 19-253

(First Amendment to Agreement No. 19-253 with Luhdorff & Scalmanini Consulting Engineers, relating to Arsenic Treatment Design Services.)

THIS Amendment to Agreement No. 19-253 is made and entered into as of this 9th day of February, 2021, by and between the County of Yolo, a political subdivision of the State of California (“County”), and Luhdorff & Scalmanini Consulting Engineers, a California corporation (“Contractor”), who agree as follows.

**WHEREAS**, on or about December 17, 2019, the parties entered into an agreement for Contractor to provide services with the design and construction of an arsenic treatment system for the Wild Wings CSA Public Water System for the County (Yolo County Agreement No. 19-253); and

**WHEREAS**, on or about October 16, 2020, Arsenic levels measured at the highest level of arsenic to ever occur in the Pintail well. Although the Pintail well has not exceeded the state mandated Maximum Containment Level (MCL) of 10 µg/L, the water system is currently reliant on the Pintail well for meeting all potable water demand; and

**WHEREAS**, the parties wish to amend Agreement No. 19-253 to revise the compensation rates, increase the maximum compensation, and extend its term.

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

1. Paragraph **II.A.** of Agreement No. 19-253 is hereby amended to read as follows:

#### **II. ADDITIONAL SERVICES**

- A. Contractor shall perform the following additional services upon prior written authorization from the Director of Community Services:

- 1. Task 2.1 Feasibility Review for Pintail Treatment**

- Revisit tasks 1, 2 and 3 and consider the revision or alternatives for treating Canvas Back Well with or without Pintail well. Consider the supply or demand, capacity options, water quality, feasibility, cost and footprint of centralized treatment versus treatment at each site.

- 2. Task 4.1 Contract directly with Vendors for Pilot Testing of Arsenic Build**

- Contract directly with pilot testing vendors and include all laboratory fees and services. The County will decide which vendors will be pilot testing from the Task 3 result. Contractor will oversee the demonstration of full scale or rapid small-scale column testing, and make a final recommendation of treatment method.

2. Paragraph **III.A.** of Agreement No. 19-253 is hereby amended to read as follows:

#### **III. COMPENSATION**

- A. For the services described in Paragraph I above, and subject to the condition that the services have been completed in a manner satisfactory to the Director or his/her designee, Contractor shall be compensated as follows:

1. The amount of compensation payable to Contractor for the services required by this agreement shall be increased by \$110,020. The total amount of compensation shall not exceed \$ 414,405.

3. Section **XIA** of Agreement No. 19-253, is hereby amended to read as follows:

**IX. TERM AND TERMINATION**

**A.** The term of this Agreement shall be from December 17, 2019 through June 30, 2022, unless sooner terminated as hereinafter provided.

4. Except as specifically amended hereinabove, Agreement No. 19-253 shall remain in full force and effect according to its terms.

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

**CONTRACTOR:**



By: \_\_\_\_\_  
Vicki Kretsinger Grabert  
Chief Executive Officer

**COUNTY:**

By: \_\_\_\_\_  
Patrick Blacklock, County Administrator  
Yolo County

Approved As To Form

By:  \_\_\_\_\_  
Eric May  
Senior Deputy County Counsel