Olivehurst Public Utility District

Agenda Item Staff Report

Meeting Date: October 15, 2026

Item description/summary:

Consider approving Amendment No. 13 to the July 31, 2020, Professional Service Agreement with Jacobs Engineering for the revised scope of engineering and bidding services associated with the Wheatland – OPUD Regional Wastewater Transmission and Treatment Facilities, Contract No. 2, not to exceed $1,300,000 , and authorize the General Manager to execute the amendment or negotiate to this limited amount.

In July 2020, the Olivehurst Public Utility District (OPUD) entered into a Professional Services Agreement with Jacobs Engineering for engineering services associated with the design of water and wastewater infrastructure improvements for South Yuba County. Since that time, the agreement has been amended as the Wheatland-OPUD Regional Wastewater Transmission and Treatment Facilities Project has progressed through planning, design, and implementation. Amendment No. 13 specifically addresses the remaining engineering services during construction for Contract 2.

Amendment No. 13 finalizes the engineering scope for Contract No. 2 and primarily adds or modifies work under Tasks 9 The amendment provides for Services during Construction, which include but not limited to Project Meetings, Site Visits, Request for Information during Construction related to Plan Documents and design, Submittals review, Design changes, Change orders and disputes, and Record Drawings and O&M Manuals.

Approval of Amendment No. 13 will authorize Jacobs Engineering to proceed with the revised scope of engineering and bidding services necessary to advance Contract No. 2 toward final construction completion.

Fiscal Analysis:

The added cost would be $1,300,000.00

Sample Motion/Staff Recommendation:

Consider approving Amendment No. 13 to the July 31, 2020, Professional Service Agreement with Jacobs Engineering for the revised scope of engineering and bidding services associated with the Wheatland – OPUD Regional Wastewater Transmission and Treatment Facilities, Contract No. 2, not to exceed the amount of $1,300,000.00, and authorize the General Manager to execute the amendment or negotiate to this limited amount.

Prepared by:

Swarnjit Boyal, Public Works Manager

ATTACHMENT A – AMENDMENT 13

Olivehurst Public Utility District
Amendment No. 13 to the
July 31, 2020 Professional Service Agreement

Pursuant to the July 31, 2020, PROFESSIONAL SERVICES AGREEMENT (PSA) for wastewater infrastructure design for South Yuba County between Olivehurst Public Utility District (Client, OPUD) and Jacobs Engineering (Consultant, Jacobs), this AMENDMENT No. 13 is hereby issued to Consultant to provide services during construction for Contract No. 2 OPUD Pump Stations and Pipeline Projects as described below. The Construction Manager is ICM Consultants Inc. and will be referred to as ICM in this amendment.

Assumptions and Limitations

On-Site Services During Construction - The presence or duties of Jacobs' personnel and Jacobs' subconsultants at a construction site, whether as onsite representatives or otherwise, do not make Jacobs or Jacobs' personnel in any way responsible for those duties that belong to Client and/or the construction contractor and/or the program manager and/or construction manager or other entities, and do not relieve the construction contractor or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

Jacobs and Jacobs' personnel and subconsultants have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Jacobs' own personnel.

The presence of Jacobs' personnel and subconsultants at a construction site is for the purpose of providing to Client a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). Jacobs neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

Responsible for Geotechnical Services - In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Jacobs.

Preparing Record Drawings - Record drawings will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Jacobs is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings. ICM is responsible for ensuring that the construction contractor(s) provide accurate markups and records of construction, from which Jacobs will prepare record drawings. Jacobs will not conduct site visits, investigations, etc. to verify ICM markups.

Review of Third-Party Design - Any review by Jacobs of design prepared by Client and/or a third- party shall be for general conformance with the design intent, drawings and specifications but not a complete review of all design details and calculations. The Designer and their design professionals shall remain responsible for the accuracy and completeness of their design and construction documents. Jacobs does not assume any liability for work product(s) prepared by Client and/or third parties, including but not limited to design and related work and makes no representation or warranty regarding same. Jacobs will reasonably rely upon the accuracy and completeness of the information/data provided by the Client or other third parties.

Clean Water State Revolving Fund (CWSRF) Requirements – All CWSRF requirements, such as the fiscal sustainability plan, Davis-Bacon wages, California prevailing wage and labor code, American iron and steel, and foreign electronic equipment, and the manner in which these requirements are satisfied, are not included in our scope of work or budget. Jacobs has assumed that the Client will be responsible for meeting all CWSRF requirements.

Contract No. 3 Wastewater Treatment Plant Improvements Engineering Services During Construction, Startup and Commissioning – Jacobs has assumed that these and other support services specific to Contract 3 will be contracted separately, in a future amendment.

Division 0 and 1 – Jacobs' contract is based on developing Division 0 and 1 specifications using Jacobs master specifications. Per OPUD's direction and approval, these specifications were modified by Ewing Construction Services (EWS). At that time is was noted by Jacobs staff that Jacobs takes no responsibly for the quality, adjudication, or coordination of these specifications. It was the responsibility of others to review and coordinate Division 0 and 1 specifications with Jacobs prepared technical specifications.

Jacobs' scope of work, schedule, and budget for Services During Construction of Contract No. 2 and the other changes detailed in this amendment are described below. These services include Startup and Commissioning for Contract No. 2 as well.

Field services – Services including but not limited to survey, right-of-way and easement mapping, potholing, geotechnical samples, compaction testing, backfill or trench restoration material testing, special inspections, and any other field investigation or testing are not included in this amendment.

Startup and Commissioning Activities – All startup and commissioning activities for the pipelines and both pump stations are not included in this amendment. This includes exclusions for testing of the facilities, assisting with manufacturer field services, programming, security recommendations, witness testing, software integration, engineer site visits, and any other activities once the facilities have been constructed. Exclusion also includes PLC programming at all facilities and any permitting activities outside of those activities described herein.

Services During Construction

Task 1 – Project Management

Tasks 1.1: Coordination Meetings, 1.2: Monthly Progress Reports and Invoices, and 1.3: Project Management:

Contract No. 2 work is now extending from November 2026 through the entirety of construction and startup and commissioning of Contract No. 2, which is anticipated through December 2028.

Jacobs Team members (Jacobs, MHM, D&A, Padre, and Frisch) will continue to have monthly internal coordination meetings to coordinate and discuss construction progress, outstanding RFIs and submittals requiring coordination, in-field construction issues, permitting status, and others. These meetings may include OPUD and/or coordination with YWA, Yuba County, and ICM. A total of 26 meetings is assumed to occur between November 2026 and December 2028. Typically, the pump station/pipeline meetings are 60 minutes in duration.

Invoicing will also need to be extended through construction and startup for 26 additional invoices. Project management scope also includes the activities during conformed document and change order No. 1 changes.

The Jacobs Safety Plan including Risk Hazard Assessments will be updated from the design phase to construction by Jacobs' regional safety expert. The Safety Plan will be distributed to all staff, including subcontractors, that may be onsite during construction activities. Staff will be required to read and provide confirmation of reading the plan.

As of the August 2026 invoice, $207,679 is remaining for support of design of Contract No. 3. Approximately $435,149 is being requested for the additional scope as identified herein for SDCs for Contract No. 2.

Task 1.1 Deliverables

- Monthly invoices and monthly progress reports via email.

Task 1.1 Assumptions

- Monthly invoices and monthly progress reports via email.
- All meetings are virtual.

Task 1.4: Stakeholder Coordination Allowance

Approximately 89% of this task's allowance has been spent as of the August 2026 invoice. The remaining budget is this allowance is $67,095. Additional budget is currently not planned for Steve DeCou to continue to support OPUD and the Leadership Committee through construction of Contract No. 2 coordination. Per negotiations with OPUD in July 2026, additional funding is not available at this time for this task. Jacobs will notify OPUD when this task is almost fully billed in the event OPUD would like to add additional funds in a future amendment.

Task 1.4 Deliverables

- None

Task 1.4 Assumption

- No Leadership Committee attendance through Contract No. 2 SDCs.

Task 1.5: Environmental/CEQA Permitting (Allowance)

The current Task 1.5 ends with the completion of the CEQA process (which occurred in 2023) and with the issuance of the three environmental permits, which occurred in 2026.

As of the end of August 2026, approximately $130,744 is remaining in the allowance. This task will continue to be utilized as needed for environmental permitting, as needed. Jacobs and its subconsultant,

Padre Associates, will continue to support the project in terms of CEQA and permit compliance during construction. Based on communications with ICM, labor-intensive pre-construction and construction-phase activities, such as nesting bird surveys, will be performed by ICM. Activities by Jacobs and Padre are expected to include:

- Review the Environmental Compliance Monitoring Plan, to be prepared by ICM.
- Meet with ICM to provide an overview of anticipated environmental activities discussed with permitting agencies. Two meetings are anticipated. Overview can include Worker Environmental Awareness Training. Meetings will provide oversight for ICM's environmental compliance activities to provide context and support given our team's preparation of mitigation measures and negotiations with permitting agencies (in progress).
- Together with OPUD, coordinating the required compensatory mitigation required for the removal of trees and disturbance of habitat near riparian corridors as required by the California Department of Fish and Wildlife. This may include coordinating with mitigation banks to find an optimal and cost-effective approach to purchasing credits.

Task 1.5 Deliverables

- Comments on the Environmental Compliance Monitoring Plan in PDF.

Task 1.5 Assumptions

- Permits and associated requirements are all met in accordance with Jacobs Design Team expectations and schedule requirements. .
- All environmental surveys will be completed by ICM

Task 2 – Preliminary Design Services

Per Amendment No. 12, this task has been fully utilized and closed. No changes are required for services during construction.

Task 3 – Final Design

Per Amendment No. 12, this task has been fully utilized and closed. No changes are required for services during construction.

Task 4 – Surveying and Mapping

Per Amendment No. 12, this task has been fully utilized. No changes are required for services during construction.

Task 5 – Permitting

As of the end of August 2026, approximately $48,617 is remaining in the allowance. This task will continue to be utilized as needed for permitting, which, at this time, appears to be adequate to support remaining permitting related task. No additional funds are currently requested for this allowance item at this time, but if the required level of effort exceeds current expectations then this assumption is subject to change.

The current Task 5 ends with the issuance of Owner-provided (non-environmental) permits, such as the revised Caltrans encroachment permit for the modified crossing per Task 9.5 below. Jacobs will oversee contractor activities to ensure compliance with relevant conditions from the permits, review submittals associated with Owner-provided permits (e.g., Caltrans monitoring and reporting), and review submittals associated with Contractor-provided permits (e.g., permit application forms).

Task 5 Deliverables

- Prepare an updated permit for Caltrans related to the crossings of both SR 65 and SR 70, since Change Order No. 1 includes revisions to those crossings.

Task 5 Assumptions

- Permits and all associated requirements are all met in accordance with Jacobs Design Team expectations and schedule requirements. No permitting assistance related to the Regional Water Quality Control Board is assumed to be included in this task.

Task 6 – Pump Station System Controls Design

No changes to Task 6 scope are proposed.

Task 7 – WWTP Reliability Improvements

No changes to Task 7 are proposed.

Task 8 – Bidding and Award Assistance

The Bid Set of contract documents shall be updated by incorporating all addenda items issued during the bid period and design changes specifically identified below to be incorporated into one complete Conformed Document set. The clouds and revision identifiers on the drawings will be removed per OPUD direction. The design changes in **Table 1** are a result of OPUD negotiations with the contractor and were provided by OPUD on September 4, 2026 in the form of written changes noted on the plan set only. The following changes will be identified on the drawings and specifications as Change Order No. 1 revision.

Table 1: OPUD Requested Design Change Orders

Item No.	Item Description	Change Directive from OPUD
9p	Special Triple Combination Air Vacuum Valve (CARV) (OPUD 6-15A) - McGowan Parkway	Update per detail 6-15 & 6-15A. Will be a 4" tap saddle of 24" main and 2" for mainline smaller, advanced carbon system odor, manhole odor eliminator, biosand based manhole. The base can be left open and reduce the depth of manhole (if possible, up to 3.5 - 4').
9u	Connect to Sewer - Stub at Olive Avenue Remote Valve Site	Eliminate
10f	24 Inch Eccentric Plug Valves	Eliminate
10g	18 Inch Eccentric Plug Valves	Eliminate

10i	Combination Air Vacuum Valve (CARV) (OPUD FM-02)	Update per detail 6-15 & 6-15A. Will be a 4" tap saddle of 24" main and 2" for mainline smaller, advanced carbon system nodor manhole odor eliminator, biosand based manhole. The base can be left open and Reduce the depth of manhole (if possible, up to 3.5 - 4'). Look to remove from being directly above the forcemain.
10j	Flushing Port Assembly	Eliminate
11e	Forcemain - 18 inch AWWA C906 HDPE DIPS DR 17	Review profile to determine if depth can be reduced.
11g	18 Inch Eccentric Plug Valves	Eliminate
11i	Flushing Port Assembly	Eliminate
14b	McGowan/State Route 70 Crossing (approx. 1382 LF)	DESIGN CHANGE AND COST REDUCTION - NEW SCOPE INCLUDES 2-EA 24" HDPE DR13.5 CASINGS SR65 & SR70 WITH 1-EA 16" DR11 CARRIER AND 1-EA 16" FPVC DR25 CARRIER AT BOTH SR65 & SR70
16b	OPUD Pump Station 21	Make changes as shown on OPUD drawings, to include changes that will allow the Contractor to modify both the building and CMU Sound walls (and foundations) to allow Contractor options for those facilities, but some additional discussion with OPUD appears to be required to confirm all possible issues.
17a	McGowan Parkway Valve Station	Design Change and eliminated items.
17b	Olive Avenue Valve Station	Eliminated with exception of a pipe pass thru and two upstream manual gate/butterfly valves on the cul-de-sac of Rancho Rd.
30	Operation Technology Procurement (26 79 20)	Eliminate equipment

Scope also includes assessing whether the force main on Forty Mile Road will cause new odors at PS21 based on preliminary drawings for that forcemain. Additionally, the changes to the pipeline diameters will necessitate a review of the system's total dynamic head and verification that the selected pumps (and pump curves) are still appropriate.

Additionally, Consultant shall review the design parameters for Pump Stations 2 and 21 and revise the conformed documents to reflect that all programming of pump PLCs will be completed by OPUD's soon to be selected SCADA integrator.

Included in the trenchless installation changes, settlement and frac out calculations will be modified to match the new vertical alignments. In addition, the GBR and associated figures will be updated.

All funds for bidding and award assistance to-date for Contract No. 2 have been utilized. Approximately $127,321 is being requested as a part of this amendment for conformed documents.

Task 5 Deliverables

- Conformed contract documents (PDF files formatted to print 11" x 17" and 22" x 34" drawings)
- Updated GBR

Task 5 Assumptions

- All changes have been received by Jacobs, no other additions or comments will be provided.
- Client's review and comments for the draft Change Order No. 1 revision and the updated draft plans and specifications shall be limited to the items described above. No additional revisions or modifications will be provided, considered, or discussed unless additional schedule and budget is provided.
- All Client comments shall be provided by Client within one week period and in a single adjudicated set of clearly marked up set of the latest plans and specifications.
- No hard copies will be provided.

Task 9 – Services During Construction.

Task 9 has been created for engineering services during construction (SDCs) for Contract No. 2 only and may be amended in the future for SDCs for Contract No. 3.

Task 9.1: Meetings

The Consultant shall participate in pre-construction conference, construction coordination meetings, and construction problem resolution meetings. Attendance may be through direct attendance on-site, by one or more Consultants staff, or participation through teleconference, depending on project requirements.

It is assumed that ICM (Program Manager) and/or Client shall coordinate, schedule, develop agenda and all materials, lead and facilitate all meetings, and follow up and manage all resulting meeting action items to ensure all construction schedules requirements are met. Furthermore, it has been assumed that Jacobs shall review the ICM and/or Client prepared meeting agenda and all material at least one week beforehand to determine meeting attendees and preparation requirements.

The scope includes the following meetings and site visits:

Pre-construction Conference - The Consultant's principal in charge, project manager, design manager, project engineer, pipeline engineer, pump station engineer, and trenchless engineer shall attend the pre-construction conference to review the project communication, coordination and other procedures and discuss the Contractor's general work plan and requirements for the project.

It is assumed that this meeting will be in person and a maximum of 2 hours in duration.

Construction Coordination Meetings - These meetings will be held each week with the construction contractor throughout the duration of construction to review construction contract progress and identify any problems or issues that may impede or be impeding contract progress. The Consultant's project manager, deputy project manager, and/or project engineer shall participate in the weekly construction manager/contractor progress meetings. It is anticipated that attendance will be virtual. The Consultant's lead engineers for the pipelines, trenchless installation, and pump stations shall participate in these meetings on an as-needed basis, at Jacobs' project manager's discretion, pending the current construction

activity at that time. Additional technologists may be added pending the anticipated weekly topic. It is assumed that these weekly meetings will be 1-hour long through construction.

Jacobs anticipates and has budgeted for 104 construction coordination meetings total, each being a maximum of 1-hour throughout construction.

Construction Problem Resolution Meetings – During the course of construction, it is anticipated that problems will occur that require the Consultant to participate in ad hoc construction problem resolution meetings to discuss and resolve construction problems. Some examples of these types of meetings are described as follows, but this list is not meant to be all-inclusive of the types of construction problems encountered:

- Consultant shall provide engineering opinion for other field conditions encountered during construction that may warrant input from various disciplines within the design team.
- Consultant shall assist with resolution of unanticipated utility conflicts.
- Specific meetings are sometimes helpful in the context of trenchless submittals and activities, including review of subsurface ground conditions, trenchless methodologies, shaft design and construction, and instrumentation and monitoring.
- Consultant shall participate in on-site observations/meetings as needed to observe and troubleshoot the problem. The onsite observations should be planned well ahead of time (minimum of one week), and whenever possible, while Consultant's staff is already on-site for other project meetings.

Jacobs anticipates and has budgeted for 5 total, 1-hour construction problem resolution meetings throughout construction.

Task 9.1 Deliverables

- None

Task 9.1 Assumptions

- ICM will coordinate, schedule, prepare agenda, meeting materials, prepare notes for all meetings, and follow up on and manage all action items.
- Total number of meetings described above. Additional budget will be required if either the number of meetings, average meeting duration, and/or budget are exceeded.

Task 9.2: Site Visits

The Consultant shall visit the site to review construction progress and provide input on specific construction phases during the construction. The Consultant shall observe and advise ICM on construction contractors' activities for compliance with intent of contract. Following completion of any on-site observation, Consultant shall notify ICM of any work that they believe does not conform to project requirements.

If Consultant is called upon to observe the work of Owner's construction contractor(s) for the detection of defects or deficiencies in such work, Consultant will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect.

The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of each of the contractors since these are solely the Construction Contractor's responsibility under contract for construction between Owner and Construction Contractor. The following site visits shown in **Table 2** are included in the scope.

Table 2: Site Visits

Staff Member	Frequency	Justification
Project Manager	Once every quarter during construction **(total of 6)**	• Periodic site visits for in-field meetings to discuss an issue, field-specific meetings, coordination with other facilities and connections, and other construction-related coordination and issues as they arise.
Deputy Project Manager	Two full days once a month during construction **(total of 26)**	• Coordinate submittals, RFIs, design changes, and others with OPUD, the construction manager, and Contractor as needed to get the designer any clarifying information and push the coordinate reviews from different parties • Assist in solving in-field issues as they arise to avoid the need for a RFI or design change
Trenchless Engineer	Up to two full days every other week during trenchless installation **(total of 26)**	• Compare Contractor's in-field work with the approved submittals, including their quality control plan. • Verify if tunnel work is being completed in accordance with approved contract documents • General safety observation. All concerns will be reported to the construction manager to address, if needed. • Identify and provide a recommended remedy to correct issues of alignment and over excavation before they become significant issues and more difficult to correct. • Witness the day-to-day operations so the engineers are ready to make decisions on the in the field or being able to communicate the issues efficiently to the engineering team for a group decision. Getting a comprehensive solution, quicker, reduces the contractor stand-by time and need for a change order. • Provide full-time detailed log of construction activities for use by engineer during claims of differing conditions.

Lead Engineers (trenchless, pipeline, and pump station)	Occasional site visits as needed pending construction activities **(total of 55 included in budget)**	• Anticipated only when issues arise and warrant to see the problem in-person • Provide drop-in observations comparing the constructed condition to the plans and specifications and coordinating any concerns with the construction manager and Owner.

Task 9.2 Deliverables

- None

Task 9.1 Assumptions

- The Jacobs Team with coordinate site visits with ICM to identify dates when construction activities, meetings, and other activities specific to Jacobs work will be scheduled for Jacobs oversight.
- ICM to coordinate with contractor to provide a fully equipped workspace with suitable internet access, bathroom facilities, etc. at the McGowan Parkway office site for one Jacobs (including subcontractor) staff member.
- Total number of site visits are described above. Additional budget will be required if either the number of site visits and/or budget is exceeded. All site visits are assumed to be about 2-4 hours in duration and not span multiple days.
- Site visits and associated travel will be billed in accordance with the Jacobs and OPUD contract which allows Jacobs to charge for all associated travel expenses plus a 10% markup.

Task 9.3: Requests for Information

Requests for Information (RFIs) will be submitted by the construction contractor concerning contract requirements in relationship to the work being performed. Consultant shall provide technical review and written responses to RFIs. Consultant shall coordinate such review with ICM. It is assumed that there will be up to a maximum of 300 RFIs that are the responsibility of Jacobs, not including RFIs for the Client or ICM. Jacobs has assumed that no effort will be required for all RFIs with Client and ICM responsibility. If effort is required, it will count against the 300 RFIs budget.

Task 9.3 Deliverables

- Responses to RFIs in PDF

Task 9.3 Assumptions

- ICM will receive, coordinate, manage schedule, and provide responses all RFIs from Contract No. 2 Contractor, electronically distribute to Jacobs Team members when necessary, OPUD, and others as needed, and coordinate and adjudicate all RFIs responses and submit final response back to Contract No. 2 Contractor.
- Total number of RFIs are described above. Additional budget will be required if either the number of RFIs and/or budget are exceeded.

Task 9.4: Submittals

Consultant shall review shop drawings, installation manuals, samples, and other submittals for conformance with contract documents. Consultant's review of all shop drawings, samples and submittals shall be for general conformance with the design concept and general compliance with the requirements of the contract for construction. For those submittals that are deficient and not approved during the first review, the construction contractor will be required to submit a revised submittal addressing all the comments made during the first review.

It is assumed that there will be approximately 361 total informational and action initial submittals with a 50% resubmittal rate. See attached submittal list defining which submittals Jacobs and their subcontractors are reviewing and which ones are being reviewed by either the Client and/or ICM. Note that the attached submittal list is an approximation of the number of submittals required for the project; however, the scope provided herein is for Jacobs to review a maximum of 361 regardless of if the contractor follows the project submittal list. Jacobs will only review (including downloading, distribution, and comment management) the submittals in their specification section and will not review additional submittals for others. If requested to do so, it will count against the 361 submittals Jacobs budgeted for.

Task 9.4 Deliverables

- Responses to submittals in PDF

Task 9.3 Assumptions

- All submittals shall be received a minimum of three (3) months before the last day of "Construction" as described in the Assumptions and Limitations section above.
- ICM will identify, manage, coordinate, and train Jacobs team members (if necessary) the construction documentation program. Jacobs will download the submittals and upload responses to the software only.
- Jacobs will receive and pay for licenses for the software for their licenses only.
- ICM will receive, coordinate, manage responses and schedule, etc. for all submittals from Contract No. 2 Contractor, electronically distribute to Jacobs Team members, OPUD, and others as needed, and coordinate and adjudicate all shop drawing responses and submit the final response back to Contract No. 2 Contractor.
- Total number of submittals are described above. Additional budget will be required if either the number of submittals and/or budget are exceeded. Submittals pertaining to manufacturer O&M Manuals are separate and described in Task 9.7.
- Jacobs will be provided a minimum of three weeks to review each submittal except for large submittals in which longer periods of time will be requested and granted at the construction progress meetings. Jacobs shall endeavor to complete their review within two weeks for most submittals.

Task 9.5: Design Changes

It is anticipated that revisions to the design specifications and drawings will be required during construction. Consultant shall prepare revised drawings and specifications for incorporation into contract modifications. The extent of the work required will vary depending on site conditions and constructability issues encountered and the extent of changes necessary to remedy the issues. When revisions to the design warrant a reissue of any part of the construction documents (contract modifications), such as

drawings, specifications, details, databases or calculations, Consultant shall revise all parts of the design documentation that are impacted by the change. For example, to maintain the integrity of the native files throughout construction, if a drawing originally generated by a BIM (i.e., ACADC3D) model is to be reissued, Consultant shall make the change to the BIM model to generate the revised drawings. Drawings shall be uploaded as necessary throughout the project's duration so that future revisions can be built upon past changes.

Scope only includes up to 4 design changes.

Task 9.5 Deliverables

- Revised drawings and specifications, as needed in PDF
- Description of proposed change in MS Word

Task 9.5 Assumptions

- Each design change is assumed to impact 2 contract drawings and 1 contract specification. Design changes requiring more level of effort would need to be provided in a separate amendment.

Task 9.6: Change Order Review

Consultant shall provide technical interpretation of the contract documents and opinion regarding the acceptability of the scope and/or costs of the proposed changes.

The Consultant may be requested to review change order proposals for cost reduction opportunities during the construction phase and provide its opinion regarding the value of the proposed change. . A cost estimate is not included in this scope. Jacobs will review an independent cost estimate provided by others such as ICM, as needed, and provide an opinion based on engineering judgement only. The Consultant shall determine whether the proposed alternative will meet the requirements of the Project. The Owner shall have sole authority to accept or reject value engineering proposals from the contractor. A total of 4 change orders are included in our current scope, budget, and schedule, not including Change Order No. 1 included in Task 8 above.

Task 9.6 Deliverables

- Opinion of resolution in MS Word

Task 9.6 Assumptions

- Total number of change orders is described above. Additional budget will be required if either the number of change orders and/or budget is exceeded.

Task 9.7: Record Drawings, Manufacturer O&M Manual Review, and Future Improvements Technical Memorandum

Upon completion of facilities, Consultant will ask ICM to transfer all as-built data including the transfer of Contractor markups to permanent record digital files, including ACAD Civil 3D models, and drawings. Record drawings will be prepared by Jacobs based upon the information compiled and furnished by ICM. Consultant shall prepare and print one complete full-size set of draft and final contract drawings containing all as-built information as a deliverable. It is assumed that traffic control plans do not require record drawings as they are temporary construction items. It is also assumed that all redlines will be provided by ICM within one month of substantial completion. Delays in the submission may warrant a

schedule and/or budget increase given that this will be the last deliverable provided by Jacobs described in this amendment.

Consultant will review the manufacturer O&M Manuals provided by the Contractor for completeness and conformance with the project requirements. Fifteen (15) O&M Manuals are anticipated and have been budgeted for. A 50% resubmittal rate on the O&M Manual reviews has been assumed. Jacobs will not be developing an O&M Manual for operations of the system.

This task also includes a technical memorandum describing future improvements needed to accommodate future flow increases. For example, Pump Station 21 is not currently designed for buildout, since buildout pumps would be inefficient and worn out by the time buildout occurred, another issue is the "temporary" connection of Pump Station 2 discharge to the Main Transmission Line on the east side of State Route 70, when its final connection point is on the west side of State Route 70 at the Automatic Valve Station at Mary Avenue.

Task 9.7 Deliverables

- Technical memo for future improvements in MS Word. This technical memorandum will likely be submitted and completed within the first year of construction given that future improvement requirements were identified and phased as part of Contract 2 design. Technical memo is anticipated to be at most, 5-10 pages in length and include graphics and drawing if necessary.
- Review comments on O&M Manuals in PDF
- Record drawings in one compiled full-size PDF
- Record drawing in individual AutoCAD files

Task 9.7 Assumptions

- Jacobs will prepare record drawings from ICM provided mark ups developed by construction contract in accordance with contract requirements and specifications.
- ICM shall be responsible for reviewing contractor markups and ensuring accurate depiction of construction changes are documented.
- Jacobs shall not be responsible for conducting site visits, further data gathering, field verification and investigations, etc. needed to verify accurate depiction of construction changes.
- ICM and Client shall have up to two weeks to review draft technical memo and provide a single set of adjudicated comments.
- Jacobs technical memo submittals shall be limited to two; one (1) Draft and one (1) Final technical memo, no additional versions are included in the budget.

Alternative Task A, B, C.1, and D Olivehurst Improvements

As of the end of August 2026, approximately $39,171, $81,004, $9,434, and $12,162 are remaining in Tasks A, B, C.1, and D, respectively. Therefore, a total of $141,771 has not been billed. No additional scope is included for these tasks and remaining funds will be utilized only if authorized by OPUD.

Schedule

The updated Contract No. 2 schedule is provided in **Table 3**. These milestones are based on a project completion end date of December 31, 2028 provided by OPUD on September 28, 2026.

At the time of this scope development, a detailed construction schedule was not provided by the contractor. It has been assumed by the Client that the total length of construction for this contract is 26 months from Notice to Proceed. Any extension of construction activities or otherwise beyond December 1, 2028 will require additional funding. Startup and commissioning is not included in this scope and is anticipated to extend beyond December 2028.

Table 3: Anticipated Milestone Schedule for Contract No. 2 Related Work

Milestone	Target Finish
Notice to Proceed	11/01/2026
Substantial Completion	09/1/2028
Record Drawings & O&M Manuals	09/1/2028 - 12/31/2028
Amendment Completion	12/31/2028

Compensation

The authorized contract amount for the original PSA and Amendment Nos. 1 through 12 is $15,710,115. The additional work associated with Tasks 1, 8, and 9 sums to a total increase of $2,614,648. This includes a 10% markup on subconsultant work. The total authorized contract amount after incorporation of this Amendment 13 will be $18,770,281as shown in **Table 4**.

Table 4: Contract Budget and Amendment 13 Amounts

Contract Task	Description	Prior Contract Amount* ($)	Amendment 13 Amount ($)	Revised Contract Amount ($)
1	**Project Management**	**2,507,386**	**435,149**	**2,950,035**
1.1-1.3	Project Management	1,269,753	435,149	1,704,902
1.4	Stakeholder Coordination Allowance	594,906	0	602,406
1.5	Environmental CEQA Allowance	642,727	0	642,727
2	**Preliminary Design Services**	**1,969,819**	**0**	**1,969,819**
3	**Final Design**	**3,708,125**	**0**	**3,708,125**
4	**Survey and Mapping**	**517,495**	**0**	**517,495**
5	**Permitting Allowance**	**322,903**	**0**	**322,903**

Contract Task	Description	Prior Contract Amount* ($)	Amendment 13 Amount ($)	Revised Contract Amount ($)
6	**Pump Station Systems Control Design**	**139,363**	**0**	**170,147**
7	**WWTP Reliability Improvements**	**3,395,547**	**0**	**4,578,867**
8	**Bidding and Award Support**	**104,965**	**127,266**	**232,231**
9	**Services During Construction**	**0**	**2,052,233**	**2,056,733**
9.1	Meetings	0	200,898	200,898
9.2	Site Visits	0	543,412	543,412
9.3	Requests for Information	0	398,792	398,792
9.4	Submittals	0	488,807	488,807
9.5	Design Changes	0	135,494	135,494
9.6	Change Orders & Dispute Resolution	0	79,862	79,862
9.7	Record Drawings and O&M Manuals	0	204,966	204,966
A	**Olivehurst SSO Improvements**	**367,651**	**0**	**367,651**
B	**WWTP Improvements**	**1,343,002**	**0**	**1,866,025**
C.1	**Win911 Upgrade**	**10,000**	**0**	**10,000**
D	**Yuba County**	**20,250**	**0**	**20,250**
	TOTAL	**14,406,504**	**2,614,648**	**18,770,281**

***The Prior Contract Amount does not include Amendment No. 12 costs as they are still in negotiations at the time of this deliverable.**

This Amendment No. 13 will become a part of the referenced Professional Services Agreement when executed by both parties. No other changes to the original PSA are proposed as a result of this amendment, and unless otherwise modified above, all terms and conditions of the original PSA shall remain in full force and effect. Additionally, the provisions related to prevailing wage rates (included in Amendment No. 2) shall apply.

Client: Olivehurst Public Utility District

By: _____

John Tillotson
Title: General Manager

Date: _____

Consultant: Jacobs Engineering, Inc.

By: _____

Tim Smith
Title: Vice President

Date: _____