

**FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
GHD, INC.
FOR FISCAL YEAR 2021-2022**

**PROJECT NAME: Eel River Groundwater Sustainability Plan
PROJECT NUMBER: 251032**

This First Amendment to the Professional Services Agreement dated August 25, 2020, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and GHD, Inc., a California corporation, hereinafter referred to as “CONSULTANT,” is entered into this _____ day of _____, 2022.

WHEREAS, COUNTY, BY AND THROUGH ITS Department of Public Works-Environmental Services Division, has received allocations of grant funding through the California Department of Water Resources (“DWR”) pursuant to Sustainable Groundwater Management Grant Agreement No. 4600013562, dated May 14, 2020, to support the implementation of the Eel River Valley Groundwater Sustainability Plan (“Project”); and

WHEREAS, on August 25, 2020, COUNTY and CONSULTANT entered into a Professional Services Agreement in support of the Project, including stakeholder engagement support, data collection and analysis, hydrologic modeling, hydrogeological conceptual model development, water budget development, monitoring well installation, and document preparation in the amount not to exceed a total sum of One Million Four Hundred Fifty Thousand Dollars (\$1,450,000.00) regarding the provision of professional services related to the implementation of the Project; and

WHEREAS, additional staff time beyond the original scope of work is needed for CONSULTANT to complete the data collection and analysis (Task 1) and GSP development (Task 2); and

WHEREAS, the pressure transducer in MW-24 was apparently vandalized and requires replacement; and

WHEREAS, the subcontractor cost for monitoring well construction exceeded the originally budgeted amount by \$15,000; and

WHEREAS, the parties now desire to amend certain provisions of the Professional Services Agreement in order to increase the maximum payable amount to One Million Six Hundred Twenty Thousand Dollars (\$1,620,000.00).

NOW THEREFORE, the parties mutually agree as follows:

1. Section 5(A) – Maximum Amount Payable of the Professional Services Agreement is hereby amended to read as follows:
 - A. Maximum Amount Payable. COUNTY shall remit Grant Funds to CONSULTANT in an amount not to exceed a total sum of One Million Six Hundred Twenty Thousand Dollars (\$1,620,000.00) as full compensation for all services rendered, and costs and

expenses incurred, pursuant to the terms and conditions of this Agreement. CONSULTANT agrees to complete all of the activities, objectives and deliverables set forth in this Agreement for an amount not to exceed such maximum amount payable. However, if local, state, or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.

- 2. The Professional Services Agreement is hereby amended to delete Exhibit C – Project Budget (“Exhibit C”) and replace it in its entirety with the modified version of Exhibit C that is attached hereto and incorporated herein by reference. The modified version of Exhibit C attached hereto shall supersede any and all prior versions thereof as of the effective date of this First Amendment.
- 3. Except as modified herein, the Professional Services Agreement dated August 25, 2020, shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Professional Services Agreement the provisions of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment as of the first date written above.

COUNTY OF HUMBOLDT:

By: _____
Thomas K. Mattson, Public Works Director
(Pursuant to the Authority Granted by the
Humboldt County Board of Supervisors on
_____, Agenda Item # _____, File # _____)

DATE OF EXECUTION (“Effective Date”): _____

GHD, INC.:

By:  _____ Date: January 4, 2022

Name: Steven Allen

Title: Vice President/Principal

By:  _____ Date: January 4, 2022

Name: Mike Moran

Title: Treasurer

LIST OF EXHIBITS:

Exhibit C – Project Budget

EXHIBIT C
PROJECT BUDGET
GHD, Inc.
For Fiscal Year 2021-2022

TASK	BUDGET
Task 0-Public Outreach	\$ 1,500
Task 1-Data Collection and Analysis	\$ 500,000
Task 2-GSP Development	\$ 903,500
Task 3-Monitoring/Assessment	\$ 22,500
Task 4-Construction	\$ 192,500
TOTAL CONTRACT AMOUNT	\$1,620,000