AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment, hereinafter referred to as Amendment I, is made and entered into this 21st day of October, 2025 by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and LUHDORFF AND SCALMANINI CONSULTING ENGINEERS, INC., a California Corporation "CONTRACTOR".

Recitals

- A. On March 19, 2024, the County and the Contractor entered into SERVICE AGREEMENT, which is County agreement number 24-133 ("Agreement"), for consulting and supportive services necessary to assist the County through the term of the Agreement.
- B. The County and Contractor reviewed the Agreement and concluded there is not sufficient funding in the Agreement to support Proposition 218 and the Pumping Reduction Plan Scope of Work activities for Groundwater Sustainability Plan (GSP) implementation costs as required by SGMA.
- C. The County and the Contractor now desire to amend the Agreement to increase the maximum compensation to cover additional GSP development and implementation costs on behalf of Management Area A and Management Area B (FMCA) as outlined in Exhibit B.

The parties therefore agree as follows:

- 1. That County Agreement No. 24-133, Article Three (3) "Compensation, Invoices, and Payments", section 3.2 "Maximum Compensation", at Page Four (4), beginning with line One (1) "The" and ending on page
- Page Four (4), Line 10 after the word "Agreement" is replaced as follows:
 - "The maximum compensation payable to the Contractor under this Agreement is Four Hundred Ninety-Nine Thousand Eight Hundred Forty Dollars (\$499,840) for GSP development and implementation for the period of March 1, 2023, through February 28, 2028. The Contractor acknowledges that the County is a local government entity and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that the Contractor may receive compensation under this Agreement only for services performed

according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. The Contractor further acknowledges that County employees have no authority to pay the Contractor except as expressly provided in this Agreement."

- 2. When both parties have signed this Amendment No. 1, the Service Agreement, and this Amendment No. 1 together constitute the Agreement.
 - 3. The Contractor represents and warrants to the County that:
 - a. The Contractor is duly authorized and empowered to sign and perform its obligations under this Amendment.
 - b. The individual signing this Amendment on behalf of the Contractor is duly authorized to do so and his or her signature on this Amendment legally binds the Contractor to the terms of this Amendment.
- 4. The parties agree that this Amendment may be executed by electronic signature as provided in this section.
 - a. An "electronic signature" means any symbol or process intended by an individual signing this Amendment to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.
 - b. Each electronic signature affixed or attached to this Amendment (1) is deemed equivalent to a valid original handwritten signature of the person signing this Amendment for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.
 - c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

- d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.
- e. This Amendment is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment with an original handwritten signature.
- 5. This Amendment may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment.
- 6. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment I as of the day and year first hereinabove written. COUNTY OF FRESNO CONTRACTOR LUHDORFF AND SCALMANINI CONSULTING ENGINEERING, INC Ernest Buddy Mendes, Chairman of the Board of Supervisors of the County of Fresno Attest: **CFO** Bernice E. Seidel Clerk of the Board of Supervisors 500 1st Street County of Fresno, State of California Woodland, California 95695 For accounting use only: Org No.: 2540 Account No.: 7845 Fund No.: 0001 Subclass No.:10000

Scope of Work Project Budget Estimate

Tasks	Senior Principal	Senior Professional	Project Professional	Staff Professional	Outside Services and Expenses	
2024 Schedule of Fees	\$260.00	\$200.00	\$182.00	\$165.00	Outside Services and Expenses	
2026 Schedule of Fees	\$297.00	\$233.00	\$204.00	\$180.00		Total
Task 1. Coordination Meetings	107	65	183	0		355
Sub total	\$29,411.23	\$13,725.43	\$34,479.96	0	\$7,000.00	\$84,616.62
Task 2. Technical Review	80	16	332	20		448
Sub total	\$21,660.51	3780.3472	\$62,640.29	\$3,659.08	\$0.00	\$91,740.23
Task 3. Grant Administration	5	10	65	0		80
Sub total	\$1,300.00	\$2,000.00	\$11,830.00	0	\$0.00	\$15,130.00
Task 4. Annual Report Review/Support	29	36	48	40		153
Sub total	\$7,868.72	\$7,780.35	\$9,310.89	\$6,600.00	\$0.00	\$31,559.95
Task 5. GSP Monitoring Program	11	25	45	52		133
Sub total	\$3,024.36	\$5,290.17	\$8,205.00	\$8,795.45	\$35,200.00	\$60,514.98
Task 6. DMS Maintenace and Updates	0	16	48	54		118
Sub total	0	\$3,345.09	\$9,325.89	\$9,340.89	\$0.00	\$22,011.86
Task 7. Landowner/ Shareholde Outreach	20	22	46	0		88
Sub total	\$5,364.36	\$4,835.26	\$8,674.44	\$0.00	\$0.00	\$18,874.06
Task 8. MW Construction & Oversight	5	0	30	62		97
Sub total	\$1,300.00	0	\$5,460.00	\$10,230.00	\$7,500.00	\$24,490.00
Task 9. As Needed Services	58	52	150	104		364
Sub total	\$15,274.18	\$10,472.54	\$27,833.26	\$17,231.82	\$3,085.45	\$73,897.25
PRP Implementation (Contingency)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,000.00
Contingency 10% (LSCE Labor Costs)						\$37,004.95
Total Hours	315	242	947	332	0	
Total	\$85,203.35	\$51,229.19	\$177,759.73	\$55,857.23	\$52,785.45	\$499,839.90



Woodland-Roseville-Chico-Daly City-Meridian, ID

2025-2026 SCHEDULE OF FEES

ENGINEERING AND RELATED FIELD SERVICES

Professional*

Senior Principal	\$297/hr.
Principal Professional	
Supervising Professional	
Senior Professional	
Project Professional	
Staff Professional	
Technical	
Data Management Specialist**	\$170/hr.
Senior GIS Analyst	\$170/hr.
GIS Specialist	\$127/hr.
Engineering Asst./Scientist	\$127/hr.
Project Admin Support	
Word Processing Clarical	¢111/hr

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Word Processing, Clerical	\$111/hr.
Digital Communications Specialist	
Project Administrator	

Vehicle Use \$0.74/mi (or curr. IRS rate) Cost Plus 15% Subsistence \$25 to \$100/day Field Equipment (Flow Meters, Transducers, etc.)

\$0.20 ea. Copies

Professional or Technical Testimony 200% of Regular Rates Technical Overtime (if required) 150% of Regular Rates Outside Services/Rentals Cost Plus 15% Services by Associate Firms Cost Plus 15% Prevailing Wage Rate \$222/hr.

Note: Send invoice payments to Accounts Receivable, 500 1st Street, Woodland, CA 95695

^{*} Engineer, Geologist, Hydrogeologist, and Hydrologist

^{**}Information Systems Analyst and Database Specialist