

MADERA COUNTY CONTRACT NO. _____
(Amendment to Davids Engineering, Inc. Contract for Point of Contact
Services for the Madera Subbasin)

THIS AMENDMENT is made and entered into this _____ day of _____, 2022,
by and between the COUNTY OF MADERA, a political subdivision of the State of California and a
Groundwater Sustainability Agency ("GSA") within the Madera Subbasins ("COUNTY"), and DAVIDS
ENGINEERING, INC. ("CONSULTANT").

RECITALS

A. The parties previously executed Madera Contract No. 11576-20 (the "Agreement") on
February 4, 2020, to have performed those services described in CONSULTANT's December 2019
proposal ("Proposal") entitled "Proposal for Point of Contact for Madera Subbasin."

B. The parties desire to amend the Agreement to clarify the compensation that
CONSULTANT is to receive annually under the Agreement.

NOW, THEREFORE, the parties agree as follows:

AMENDMENT

1. Section 3 of the Agreement is hereby amended to read as follows:

"3. **COMPENSATION AND INVOICING**. CONSULTANT shall be compensated in
an amount not to exceed Sixty Thousand and Eight Hundred and Eighty-Two dollars
(\$61,264.00) annually, as set forth in the Proposal attached hereto as Exhibit "A."
CONSULTANT's compensation under this Agreement, including the labor rates charged for
work under this Agreement, shall not be increased without the written modification of this
Agreement by the COUNTY and CONSULTANT. Payments under this Agreement shall be
made within thirty (30) days after CONSULTANT's regular monthly invoicing, which shall be
to each one of the seven Madera Subbasin GSAs, with each GSA paying one-seventh of the
costs incurred under such invoice. Should one or more of seven Madera Subbasin GSAs fail
to make a timely payment under an invoice under this Agreement, the dollar amount for such
portion of the invoice shall be allocated equally to the remaining GSAs, who retain all rights

of recovery against the non-performing GSA(s). Payment obligations under this Agreement are contingent upon the receipt, in a form and substance acceptable to COUNTY, of the deliverables required under the Proposal. COUNTY shall have no payment obligation any consultant or contractor utilized by CONSULTANT for its work under this Agreement, including those listed in the Proposal.”

2. Except as otherwise amended, all other provisions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year first above-written.

COUNTY OF MADERA GSA

Chairman, Board of Directors

ATTEST:

Clerk, Board of Directors

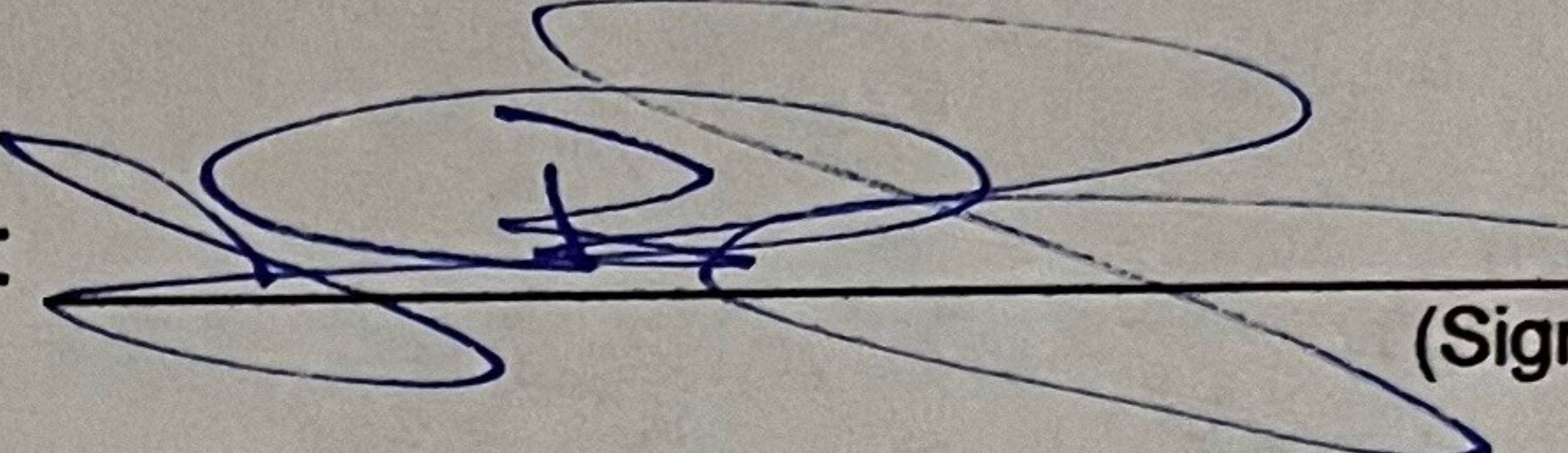
Approved as to Legal Form:
COUNTY COUNSEL

Michael R.

By: Linden

Digitally signed by: Michael R. Linden
DN: CN = Michael R. Linden email =
mlinden@lozanosmith.com C = US O
= LOZANO SMITH
Date: 2022.12.01 14:53:12 -08'00'

DAVIDS ENGINEERING, INC.

By: _____
(Signature)

Jonathan B. Davids
(Print Name)

Title: PRINCIPAL ENGINEER

ACCOUNT NUMBER(S)

