

**AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
PHENIX ENVIRONMENTAL PLANNING.**

THIS AMENDMENT NO. 1 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency”) and Phenix Environmental Planning (hereinafter, “CONTRACTOR”) is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the “Parties”).

WHEREAS, CONTRACTOR entered into an Agreement for Services with the Agency on July 14, 2025 (hereinafter, “Agreement”); and

WHEREAS, the Parties wish to amend the Agreement with a dollar increase of \$75,000.00 for a total contract amount not to exceed \$150,000.00; and

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Section 1, “**Scope of Work.**” to read as follows:

Scope of Work. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**

- a) The scope of work is briefly described and outlined as follows:

Environmental support services for the San Antonio Spillway Replacement Project and environmental support services for the Nacimiento Plunge Pool Rehabilitation Project.

2. Amend Section 3, “**Payments to CONTRACTOR; maximum liability**” to read as follows:

Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is **One Hundred Fifty thousand dollars no cents (\$150,000.00).**

Original	\$75,000
<u>Amendment No. 1</u>	<u>\$75,000</u>
Total	\$150,000

3. Amend Section 32, “**Exhibits**” to read as follows:

Amendment No. 1 Phenix Environmental Planning
SB104 \$75k original agreement

Exhibits. The following Exhibits are attached hereto and incorporated by reference:
Exhibit A - Scopes of Work/ Work Schedule (San Antonio And Nacimiento)
Exhibit B - Fee Schedule

4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement as of the day and year written below:

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

By: _____
Ara Azhderian
General Manager

Date: _____

**Approved as to Form and Legality
Office of the County Counsel**

By: _____
Chief Assistant County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor-Controller

Date: _____

By: _____
Administrative Analyst

Date: _____

**CONTRACTOR: PHENIX
ENVIRONMENTAL PLANNING**

By: _____

Printed Name/Title

Date: _____

By: _____

Printed Name/Title

Date: _____

Amendment No. 1 Phenix Environmental Planning
SB104 \$75k original agreement

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.