

**AMENDMENT NO. 1 TO
TASK ORDER NO. 4
BETWEEN THE
COACHELLA VALLEY WATER DISTRICT
AND
BLACK & VEATCH CORPORATION**

1. Parties and Date.

This First Amendment (“Task Order Amendment”) to Task Order No. 4 issued pursuant to a Professional Services Agreement is made and entered into this this _____ day of _____, 2023 by and between the Coachella Valley Water District (“CVWD”) and Black & Veatch Corporation (“Consultant”). CVWD and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Task Order Amendment.

2. Recitals.

2.1 CVWD and Consultant entered into that certain Professional Services Agreement dated January 21, 2021 (“Agreement”), whereby Consultant agreed to provide professional services for Water Reclamation Plant No. 7 Phase 1 Non-Potable Water Improvements.

2.2 Pursuant to the Agreement, CVWD and Consultant executed Task Order No. 4 to make changes to or authorize certain work set forth in the Scope of Services (as defined in the Agreement).

2.3 CVWD and Consultant now desire to amend the Task Order for the first time to revise scope and increase compensation.

3. Terms.

3.1 Revised Scope of Services. The Services to be provided by Consultant shall be revised to include the Services set forth in Consultant’s proposal dated January 6, 2023 attached hereto and incorporated by this reference to include the tasks for preparation of CEQA documents. Services shall begin upon execution of this Task Order Amendment by both parties and IS/MND must be submitted for SRF loan by June 30, 2023.

3.2 Compensation. The total compensation shall increase by \$64,208 so that the total amount paid for services rendered by Consultant under the Agreement shall not exceed the sum of \$1,531,550.

3.3 Continuing Effect of Agreement. Except as amended by this Task Order Amendment, all provisions of the Task Order and Agreement shall remain unchanged and in full force and effect. From and after the date of this Task Order Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Task Order Amendment.

3.4 Adequate Consideration. The Parties stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Task Order Amendment. Consultant further accepts the terms and conditions of this Task Order Amendment as full and final resolution of any and all claims,

asserted or otherwise, arising out of or related to the subject of this Task Order Amendment and acknowledges that the compensation and/or additional time, if any, set forth herein is adequate and comprises the total compensation and/or time due for the change(s) included in this Task Order Amendment.

3.5 Counterparts. This Task Order Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Task Order Amendment on the date first herein above written.

COACHELLA VALLEY WATER DISTRICT

BLACK & VEATCH CORPORATION

By: _____

By: _____

(Authorized Representative of Contractor)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____