

**AMENDMENT NO. 4
TO THE AGREEMENT BETWEEN THE COUNTY OF
TEHAMA AND GHD, INC.**

The Road Agreement Number 2018-16 dated December 4, 2018 was entered into between the County of Tehama, through its Department of Public Works, (“COUNTY”) and GHD, INC. (“CONSULTANT”), for the purpose of providing engineering services on the 99W-South Main Street Project and which was amended with Amendment No. 1, dated May 24, 2021 (Road Agreement Number 2021-19), Amendment No. 2, dated March 14, 2023 (Road Agreement 2023-4), and Amendment No. 3, dated December 12, 2023 (Road Agreement 2023-29) (Collectively the original agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 are referred to as “AGREEMENT”).

Pursuant to ARTICLE XIX CHANGE IN TERMS of the AGREEMENT said agreement is hereby amended as follows:

ARTICLE V. ALLOWABLE COSTS AND PAYMENTS

- B. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a **fixed fee of \$96,607.48**. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- H. The total amount payable by LOCAL AGENCY is amended to provide for an increase of \$90,596.25 as shown on “Attachment V” attached hereto. In no event shall the maximum compensation including the fixed fee exceed **\$1,277,957.33**.

ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on date of signing by LOCAL AGENCY and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY’S Contract Administrator. The contract shall end December 31, 2026.

All other terms, conditions, and provisions of the AGREEMENT shall remain unchanged.

This AGREEMENT and Amendment No. 4 (collectively referred to as the “Modified Agreement”), constitutes the entire agreement of the parties and supersedes all previous agreements, writings, and oral statements. In the event of any inconsistency or conflict between this Amendment No. 4 and the AGREEMENT, the provisions of this Amendment No. 4 shall prevail over those of the AGREEMENT. This Modified Agreement may not be further modified except in writing signed by both parties pursuant to ARTICLE XIX CHANGE IN TERMS.

IN WITNESS WHEREOF, COUNTY and CONSULTANT have executed this agreement on the day and year set forth below.

**COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS**

JAMES N. SIMON
DIRECTOR OF PUBLIC WORKS

Date: _____

CONSULTANT

Russ Wenham
PRINCIPAL IN CHARGE
GHD INC.

Date: _____