

AMENDMENT TO AGREEMENT BETWEEN THE SEASIDE BASIN WATERMASTER  
AND MARTIN B. FEENEY FOR PROFESSIONAL SERVICES TO IMPLEMENT THE  
SEASIDE GROUNDWATER BASIN WATERMASTER SEAWATER SENTINEL  
MONITORING WELLS WORKPLAN

WHEREAS the SEASIDE BASIN WATERMASTER (hereinafter Watermaster) and MARTIN B. FEENEY (hereinafter Consultant) entered into that certain Agreement Between the Seaside Basin Watermaster and Martin B. Feeny for Professional Services to Implement the Seaside Groundwater Basin Watermaster Seawater Sentinel Monitoring Wells Workplan on February 20, 2007, (hereinafter Agreement), which Agreement was amended on August 1, 2007;

WHEREAS Section VIII titled CHANGES AND CHANGED CONDITIONS provides that any changes to the Agreement shall be documented by duly executed amendments to the Agreement; and

WHEREAS Consultant has informed Watermaster that it has completed the work originally assigned to Consultant in Exhibit A (Scope of Work) of the Agreement, and that because that work was less costly than originally anticipated, Consultant anticipates incurring total costs for that work of approximately \$25,000 less than the \$850,000 amount authorized in Paragraph C of Section II titled Maximum Payment; and

WHEREAS Watermaster wishes to have certain instrumentation installed on the monitoring wells Consultant has constructed under the Agreement, which would be additional work not contemplated in Exhibit A of the Agreement, and Consultant has proposed to perform this work using a portion of the unused authorization referred to in the preceding recital, subject to execution of an Amendment to the Agreement to authorize the performance of said additional work; and

WHEREAS Watermaster and Consultant wish to amend the Agreement for this purpose.

NOW THEREFORE, the Agreement is hereby amended as follows:

- A. By adding the following language to Exhibit A, Scope of Services:
1. Consultant will purchase and install data logging instrumentation on each of the four Sentinel wells Consultant has installed under this Agreement.
  2. Each data logger shall be capable of measuring and recording the water

level in the well, and storing this data for a period of at least three months, so that it can be downloaded in the field and uploaded to a computerized data base.

3. Consultant's costs to perform this additional work shall not exceed \$10,000, and shall be charged on a time-and-materials basis in accordance with the rates contained in Exhibit B, Fee Schedule.

B. This Amendment does not increase the \$850,000 amount authorized by Paragraph C of Section II of the Agreement titled Maximum Payment. The total cost of the work originally authorized in Exhibit A of the Agreement, plus the additional work authorized by this Amendment, shall not exceed this \$850,000 amount.

In all respects other than as hereinabove expressly set forth the undersigned hereby ratifies the Agreement Between the Seaside Basin Watermaster and Martin B. Feeney for Professional Services to Implement the Seaside Groundwater Basin Watermaster Seawater Sentinel Monitoring Wells Workplan executed on February 20, 2007, as amended on this the 17 day of October, 2007.

SEASIDE BASIN WATERMASTER

By:

  
DEWEY EVANS

Watermaster Chief Executive Officer

CONSULTANT

By:

  
MARTIN B. FEENEY