

## Memorandum

**To:** Salton Sea Authority Board of Directors  
**From:** G. Patrick O'Dowd, Executive Director /GM  
**Date:** March 20, 2025

**Re: Desert Shores Restoration Project – GAFCON Amendment #4**

GAFCON, Inc. was engaged by the Authority on October 24, 2023 to assist in advancing the CEQA process and working with the community stakeholders in clarifying the project scope and budget. Shortly after the initial engagement the complexity of the effort was clarified and effective as of February 15, 2024, Amendment 1 was signed clarifying the scope as outlined in the initial agreement, with no other changes made.

Following extensive due diligence and several well organized community meetings, it was determined that geotechnical and hydrologic data for the project site was not readily available, and that in order to determine the feasibility and design of the project it would be necessary to enlist engineering services for this work. To do that, the Gafcon agreement was modified (Amendment 2) to provide an increase of \$10,000 to the original contract amount to prepare an RFP, solicit interest, and subject to this board's approval, facilitate the onboarding of a firm to assist in this work. As previously reported that undertaking was successfully completed, and Nichlaus Engineering was hired for that purpose.

Subsequently, it was learned that certain of Nichlaus team were subject to prevailing wage which requires a specialized accounting skill that the Authority does not possess. On February 17, 2025 this board approved Amendment #3 to the Gafcon contract to provide prevailing wage reporting services. Gafcon is now working with Nichlaus to secure access to the project site for testing purposes, and will work with Nichlaus through the completion of their assignment to inform a final feasibility assessment of the proposed project.

Given the protracted delays driven in large part by the vast technical challenges associated with the site, the resources available under the contract as modified have been exhausted. In order to fund this work through to completion Gafcon has indicated a need for a not to exceed \$25,000 increase to their project fee, bringing the total Gafcon contract to \$100,000. We have come a long way in bringing the community

together on this project, and with the completion of the Nicklaus work this project will be positioned to move forward towards implementing a sustainable solution to address the generations of declines experienced by the Desert Shores community.

**Recommendation:**

Staff has found Gafcon to be an able and capable partner working with all stakeholders including the community residents to find a viable solution to this challenging project and recommends approval of the increased contract limit in order to ensure the timely completion of this effort.

**AMENDMENT 04 TO CONTRACT**

**GAFCON PM-CM LLC**

***Additional Compensation / Term Extension***

This amendment (the "**Amendment**"), effective as of March 20, 2025, between the Salton Sea Authority, a California Joint Powers Agency ("**Authority**") and Gafcon PM-CM LLC, a Delaware limited liability company licensed to do business within the state of California ("**Consultant**"), parties to the AGREEMENT FOR SERVICES dated October 24, 2023 (the "**Agreement**").

The Agreement is amended as follows:

1. **ADDITIONAL SERVICES:** Consultant shall provide additional services relating to the project management of the geotechnical, soils, and geohydrological feasibility assessment currently under way.
2. **TERM EXTENSION:** The Amendment extends the Agreement to June 30, 2025.
3. **ADDITIONAL COMPENSATION:** The fee for the Amendment is a not to exceed fee of Twenty-Five Thousand Dollars (\$25,000.00).

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

**ACKNOWLEDGED AND AGREED:**

**SALTON SEA AUTHORITY**

**GAFCON PM-CM LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: G. Patrick O'Dowd

Name: Robin Duveen

Title: Executive Director

Title: Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_