

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
MCMILLEN, INC.**

THIS AMENDMENT NO. 1 to the Professional Services Agreement between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency”) and McMillen, Inc. (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 September 25, 2023 (hereinafter, “Agreement”);

WHEREAS, the Parties wish to amend the Agreement with a dollar increase of \$27,260 for a total contract amount not to exceed \$461,760 to continue providing services identified in the agreement;

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

1. Amend Section 3, “Payment 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 **Four hundred sixty one thousand seven hundred and sixty dollars (\$461,760)**.

Original Agreement	\$ 434,500.00
Amendment No. 1	\$ 27,260.00
Total	\$461,760.00

2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. 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**

CONTRACTOR: McMillen, Inc.

By: _____
Ara Azhderian

By: _____

Amendment No. 1 McMillen, Inc.
SA Spillway 2023

General Manager

Executive Vice President

Date: _____

Date: _____

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

By: _____

Corporate Secretary

Date: _____

By: _____
Assistant County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor-Controller

Date: _____

By: _____
Administrative Analyst

Date: _____

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.