

AMENDMENT #2 TO AGREEMENT BY AND BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY & COWI NORTH AMERICA, INC.

THIS AMENDMENT NO. 2 is made to the PROFESSIONAL SERVICES AGREEMENT (“Agreement”) for the provision of PAYMENT TO CONTRACTOR by and between **COWI NORTH AMERICA, INC.**, hereinafter “CONTRACTOR”, and the Monterey County Water Resources Agency, a political subdivision of the State of California, hereinafter referred to as “Agency”.

WHEREAS, the Agency and CONTRACTOR entered into the Agreement on December 18, 2018 for CONTRACTOR to provide program management services on the Interlake Tunnel Project;

WHEREAS, the Agency and CONTRACTOR entered into Amendment No. 1 to the Agreement on September 26, 2019 to extend the term of the Agreement; and

WHEREAS, the Agency and CONTRACTOR wish to amend the Agreement to reflect an increase in the total contract amount not to exceed \$550,000.00.

NOW THEREFORE, the Agency and CONTRACTOR hereby agree to amend the Agreement in the following manner:

1. Paragraph 3, “Payments to CONTRACTOR; maximum liability.”, shall be amended to read as follows:

Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR up to the securing of permanent project financing via a Proposition 218 tax assessment election (inclusive of all costs and expenses performed to date and including sub-consultants) calculated using the rates provided in Exhibit B, up to the total amount of FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$550,000.00). This Agreement includes addition of the spillway modification

2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the Agreement.
3. A copy of this AMENDMENT No. 2 shall be attached to the original Agreement dated December 18, 2018.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 on the day and year written below.

MONTEREY COUNTY WATER
RESOURCES AGENCY

CONTRACTOR

General Manager

By:
Signature of Chair, President, or
Vice-President

Dated:

Printed Name and Title

Approved as to Fiscal Provisions:

Dated:

Deputy Auditor/Controller

By:
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated:

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated:

Dated:

Approved as to Form:

Deputy County Counsel

Dated:

*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.