

**AMENDMENT #5
TO AGREEMENT BY AND BETWEEN
MONTEREY COUNTY WATER RESOURCES AGENCY
&
HOLLENBECK CONSULTING**

THIS AMENDMENT No. 5 is made to the PROFESSIONAL SERVICES AGREEMENT, “Agreement”, for the provision of engineering and environmental services by and between **John R. Hollenbeck, d.b.a. Hollenbeck Consulting, a sole-proprietor**, hereinafter “CONTRACTOR”, and the **Monterey County Water Resources Agency**, a political subdivision of the State of California, hereinafter referred to as “Agency”, dated December 18, 2018.

WHEREAS, the Agency desires to fund additional work at Nacimiento Dam spillway and low-level outlet works under Exhibit B, and wishes to amend the Agreement to reflect an addition of **\$55,000** to the maximum amount payable to CONTRACTOR.

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

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

Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is **One Hundred Ninety-Nine Thousand Dollars (\$199,000.00)**.

2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 5 and shall continue in full force and effect as set forth in the Agreement.
3. A copy of this Amendment No. 5 shall be attached to the original Agreement dated December 18, 2018.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

CONTRACTOR

Brent Buche, General Manager

Dated:

By:

Signature

John R. Hollenbeck, Owner/Sole Proprietor

Printed Name and Title

Dated:

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated:

Approved as to Liability Provisions:

Risk Management

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.