AMENDMENT #2 TO AGREEMENT BY AND BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY & HOLLENBECK CONSULTING

THIS AMENDMENT No. 2 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 and CONTRACTOR wish to amend the Agreement to reflect an addition to the Scope of Work and extend the term of this Agreement to June 30, 2021; and

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

1. Section 1(a) "Employment of CONTRACTOR", shall be amended to read as follows:

The scope of work is briefly described and outlined as follows:

Project Management Services for San Antonio Dam Spillway, environmental and technical advice per Amendment No. 1 to this Agreement, and general engineering services.

2. Section 2, "TERM OF AGREEMENT", shall be amended to read as follows:

The term of this Agreement shall begin on **December 7**, **2018** by CONTRACTOR and Agency, and will terminate on **June 30**, **2021**, unless earlier terminated as provided herein.

3. Section 31, "Exhibits", shall be amended to read as follows:

Exhibit A - Scope of Work/Work Schedule

Exhibit B – Fee Schedule

Exhibit C – Deliverables

Exhibit D – Additional Scope of Work/Work Schedule/General Engineering Services

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

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

CONTRACTOR

Printed Name and Title

John R. Hollenbeck, Owner/Sole Proprietor

Dated: 16 Jul 201

MONTEREY COUNTY WATER

RESOURCES AGENCY

Dated:

Brent Buche, General Manager

*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.

Exhibit D Scope of Work / Work Schedule **General Engineering Services**

CONTRACTOR will perform services for Agency owned facilities on an as needed basis. For such services, Agency will specify a scope of work, schedule and deliverables in writing, agreed to in writing by CONTRACTOR (email suffices as written correspondence for this purpose). Services may include, but are not limited to, the following:

- Hydraulic engineering
- Hydrologic engineeringGeotechnical engineering
- Structural engineering
- Surveying services
- · Geological services
- Construction inspection / resident engineer services
- Environmental and permitting services
- Dam and appurtenant facility inspection services

Deliverables may include, but are not limited to, the following:

- Technical reports
- Data reports
- Inspection reports
- Progress reports
- Drawings
- Specifications
- Construction bid documents
- Technical recommendations
- Presentations

Any subconsultants shall be approved by the Agency.

Specific deliverables will accompany each scope of services. Work will be performed in accordance with the laws and rules of the California Board for Professional Engineers, Land Surveyors, and Geologists.

Payment for services performed under this Exhibit D shall be in accordance with Exhibit B.