

**AMENDMENT #4
TO AGREEMENT BY AND BETWEEN
MONTEREY COUNTY WATER RESOURCES AGENCY
&
HOLLENBECK CONSULTING**

THIS AMENDMENT No. 4 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 San Antonio Spillway Project Management Services, and wishes to amend the Agreement to reflect an addition of \$47,000 to the maximum amount payable to CONTRACTOR; and

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 Forty Four Thousand Dollars (\$144,000.00).

2. Section 31: The following Exhibits are attached hereto and incorporated by reference:
 - Exhibit A – Scope of Work
 - Exhibit B – Payment Provisions
 - Exhibit C – Deliverables
 - Exhibit D – Scope of Work / Work Schedule – General Engineering Services
 - Exhibit E – Scope of Work / Payment Provisions – San Antonio Dam Spillway Project Management Services – Preliminary Design Phase
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment No. 4 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**


Brent Buche, General Manager

Dated: 1/27/2020

CONTRACTOR

By: 
Signature

John R. Hollenbeck, Owner/Sole Proprietor
Printed Name and Title

Dated: 19 Dec 2019


Administrative Analyst
Dated: 1/7/2020

Approved as to Fiscal Provisions:


Deputy Auditor/Controller


Dated: 1/6/2020

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:


Deputy County Counsel

Dated: 1/6/20

***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 E

SCOPE OF WORK

Exhibit A, Task 2 San Antonio Dam "Spillway Project Management Services – Preliminary Design Phase" is amended to include the following:

- d.1. **RFQ Development**: Prepare a Request for Qualifications (RFQ) for the procurement of professional design engineering services associated with the Project. The RFQ shall cover the preliminary design phase, final design phase, post-design support services during bidding and construction phases, and post-construction as-built drawing documentation. Services required also include support for environmental clearance processes, environmental permitting processes, regulatory liaison services supporting the Agency's coordination with DSOD, development of cost opinions, development of construction schedule, and all other design management and engineering related services associated with the rehabilitation and/or replacement of the spillway at San Antonio Dam.
- d.2. **Pre-Proposal Support**: Support the Agency by attending a pre-proposal meeting for the interested consultants. Support the agency by providing the Agency with suggested responses to the consultant's questions received during the RFQ's "Q&A Phase" of the process.
- d.3. **SOQ Evaluations**: Support the Agency with review of the Statement of Qualifications (SOQs) provided by the responders to the RFQ, and evaluation feedback. Provide support to the Agency for interview questions and provide support during the interview process as directed by the Agency. Support the Agency with final Agreement negotiations with the preferred-selected responder to the RFQ.

PAYMENT PROVISIONS

Payment for work described herein shall be as described in Exhibit B. The budget for work described herein is shown below.

BUDGET

Description	Budget (labor and expenses)
d.1. RFQ Development Prepare Draft (24 hr) Agency Review Process (8 hr) Finalize and Support Release (8 hr)	\$8,000.00
d.2. Pre-Proposal Support Pre-proposal meeting (12 hr) Q&A Period Support (4 hr)	\$3,500.00
d.3. SOQ Evaluations Review/Score/Rank (12 hr) Interview Preparation and Conduct (16 hr) Support the Negotiated Agreement (8 hr)	\$7,500.00
TOTAL	\$19,000.00