

**AMENDMENT NO. 7
TO AGREEMENT BY AND BETWEEN
MONTEREY COUNTY WATER RESOURCES AGENCY &
McMILLEN JACOBS ASSOCIATES dba McMILLEN**

THIS AMENDMENT NO. 7 is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of preliminary engineering and design services for the Interlake Tunnel and San Antonio Spillway Modification by and between McMillen, Inc., (formerly McMillen Jacobs Associates dba McMillen), hereinafter “CONTRACTOR”, and the Monterey County Water Resources Agency, a political subdivision of the State of California, hereinafter referred to as “Agency,” dated March 16, 2017.

WHEREAS, the Agency and CONTRACTOR wish to amend the AGREEMENT to reflect the Agency’s exercise of the option to extend the term of the agreement to June 30, 2025; and

WHEREAS, the overall budget for the Agreement after this Amendment No. 7 will remain the same as before this Amendment No. 7.

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

Section 3.1 of the Agreement is amended to read as follows:

The term of this Agreement shall begin on **March 16, 2017** by CONTRACTOR and Agency, and will terminate on **June 30, 2025** unless earlier terminated as provided herein.

Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 7 and shall continue in full force and effect as set forth in the AGREEMENT.

A copy of this AMENDMENT NO. 7 shall be attached to the original AGREEMENT dated March 16, 2017.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 7 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:

Assistant 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.