

**AMENDMENT NO. 3  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
FONSECA/MCELROY GRINDING COMPANY, INC.**

**THIS AMENDMENT NO. 3** to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Fonseca/McElroy Grinding Company, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties").

**WHEREAS**, CONTRACTOR entered into a Professional Services Agreement with County on May 11, 2012 (hereinafter, "Agreement") to provide on-call rental of a fully operated, fueled and maintained asphalt grinding machine; and

**WHEREAS**, Agreement was amended by the Parties on September 26, 2012 (hereinafter, "Amendment No. 1") to include on-call rental of a fully operated, fueled and maintained paver machine; and

**WHEREAS**, Agreement was further amended by the Parties on July 9, 2013 to extend the term to June 30, 2014 and to update the price sheet (hereinafter, "Amendment No. 2"); and

**WHEREAS**, County has a continued need for on-call rental of fully operated, fueled and maintained asphalt grinding and paver machines at various locations in the County as directed by the County of Monterey, Resource Management Agency – Public Works; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term to June 30, 2015 and to increase the amount by \$150,000 to continue to provide services identified in the Agreement.

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 2, "Payments by County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A-1 and A-2**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$450,000.

2. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from May 1, 2012 to June 30, 2015, unless sooner terminated pursuant to the terms of this Agreement.

Amendment No. 3 to Professional Services Agreement  
Fonseca/McElroy Grinding Company, Inc.  
On-Call Rental of Fully Operated, Fueled and Maintained  
Asphalt Grinding and Paver Machines  
RMA – Public Works  
Term: May 1, 2012 – June 30, 2015  
Not to Exceed: \$450,000

3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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Term: May 1, 2012 – June 30, 2015  
Not to Exceed: \$450,000

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement as of the day and year written below:

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Fonseca/McElroy Grinding Company, Inc.  
Contractor's Business Name

Date: \_\_\_\_\_

By: [Signature]  
(Signature of Chair, President or Vice President)

Its: RODNEY JENNY, E.V.P.  
(Print Name and Title)

Date: 5/7/2014

**Approved as to Form and Legality  
Office of the County Counsel**

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

By: [Signature]  
Deputy County Counsel

Its: KEVIN JEFFERY, SECRETARY  
(Print Name and Title)

Date: 5-16-14

Date: 05.08.14

**Approved as to Fiscal Provisions**

By: [Signature]  
Auditor/Controller

Date: 5-16-14

**Approved as to Indemnity and Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

\*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.

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