

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
CREEGAN + D'ANGELO ENGINEERS**

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 Creegan + D'Angelo Engineers (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on March 9, 2012 (hereinafter, "Agreement") to provide on-call design engineering, architecture and technical services; and

WHEREAS, Agreement was amended by the Parties on January 17, 2014 (hereinafter, "Amendment No. 1", including "Exhibit B-1 – Federal Provisions"), and February 27, 2015 (hereinafter, "Amendment No. 2"); and

WHEREAS, the County has a continued need for on-call design engineering, architecture and technical services for non-federal projects within the County; and

WHEREAS, the Parties wish to delete "Exhibit B-1 – Federal Provisions" because the services to be provided by CONTRACTOR to County pursuant to this Amendment No. 3 will only be for non-federal projects; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to February 28, 2017 and to increase the amount by \$75,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 3 for non-federal projects.

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

1. Amend the second sentence of Paragraph 2, "Payments by County", to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$175,000.

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

The term of this Agreement is from February 28, 2012 to February 28, 2017, unless sooner terminated pursuant to the terms of this Agreement.
3. Amend Paragraph 4, "Additional Provisions/Exhibits", to delete "Exhibit B-1, Federal Provisions".
4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
6. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Date: _____

Creegan + D'Angelo Engineers
Contractor's Business Name

By: Kenneth R. Swenson, SrVP.
(Signature of Chair, President or Vice President)

Its: KENNETH R. SWENSON
(Print Name and Title)

Date: 6/18/15

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)

Its: President & CFO
(Print Name and Title)

Date: 6-18-15

**Approved as to Form and Legality
Office of the County Counsel**
By: _____
Deputy County Counsel

Date: 6-24-15

Approved as to Fiscal Provisions
By: _____
Auditor/Controller

Date: 6-24-15

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.