

**AMENDMENT NO. 4  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
AUSONIO INCORPORATED**

**THIS AMENDMENT NO. 4** to Professional Services Agreement No. A-12867 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Ausonio Incorporated (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 Professional Services Agreement No. A-12867 with County on August 26, 2015 (hereinafter, “Agreement”) to provide on-call construction management services for various general projects located in Monterey County, California (hereinafter, “services”) through July 21, 2018 for an amount not to exceed \$5,000,000; and

**WHEREAS**, Agreement was amended by the Parties on July 23, 2018 (hereinafter, “Amendment No. 1”) to update the Indemnification for Construction Management Professional Services Claims provision and to extend the term for one (1) additional year through July 21, 2019 with no increase in the not to exceed amount; and

**WHEREAS**, Agreement was amended by the Parties on July 25, 2019 (hereinafter, “Amendment No. 2”) to extend the term for one (1) additional year through July 21, 2020 with no increase in the not to exceed amount; and

**WHEREAS**, Agreement was amended by the Parties on July 10, 2020 (hereinafter, “Amendment No. 3”) to extend the term for one (1) additional year through July 21, 2021 with no increase in the not to exceed amount; and

**WHEREAS**, County has a continued need for services beyond the anticipated five (5) year Agreement term allowed per Request for Qualifications (RFQ) #10476; and

**WHEREAS**, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County and to allow County staff to prepare and process a new RFQ; and

**WHEREAS**, the Parties agree that the Fee Schedule in Exhibit B – Payment Provisions of the Agreement remains valid through July 21, 2022; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to July 21, 2022 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 4.

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

1. Amend the first paragraph of Section 2, "Term of Agreement", to read as follows:

The term of this Agreement is from July 21, 2015 to July 21, 2022, unless sooner terminated pursuant to the terms of this Agreement.

2. In all places within the Agreement, any reference to Resource Management Agency is hereby replaced with Department of Public Works, Facilities, & Parks.
3. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
4. This Amendment No. 4 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. The recitals to this Amendment No. 4 are incorporated into the Agreement and this Amendment No. 4.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 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:

\_\_\_\_\_

**Approved as to Form  
Office of the County Counsel-Risk Manager  
Leslie J. Girard, County Counsel-Manager**

By:

DocuSigned by:  
*Mary Grace Perry*  
633031E17FD247F  
\_\_\_\_\_  
Mary Grace Perry  
Deputy County Counsel

Date:

5/24/2021  
\_\_\_\_\_

**Approved as to Fiscal Provisions**

By:

DocuSigned by:  
*Gary Giboney*  
D3834BFEC1D8449  
\_\_\_\_\_  
Auditor/Controller

Date:

5/24/2021  
\_\_\_\_\_

**Approved as to Indemnity and Insurance Provisions  
Office of the County Counsel-Risk Manager**

By:

\_\_\_\_\_  
Leslie J. Girard  
County Counsel-Risk Manager

Date:

\_\_\_\_\_

**Ausonio Incorporated**

Contractor's Business Name

By:

DocuSigned by:  
*Andrew P. Ausonio*  
CC061C2F01BE4ED  
\_\_\_\_\_  
(Signature of Chair, President or Vice President)

Its:

**Andrew P. Ausonio, President**  
\_\_\_\_\_  
(Print Name and Title)

Date:

5/6/2021  
\_\_\_\_\_

By:

DocuSigned by:  
*Ignacio "Mog" Cabatu*  
A5F41A62014A43E  
\_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its:

**Ignacio "Mog" Cabatu, V.P. Secretary**  
\_\_\_\_\_  
(Print Name and Title)

Date:

5/24/2021  
\_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.