

**AMENDMENT No 4 TO PROFESSIONAL SERVICES AGREEMENT
COUNTY OF MONTEREY & SPECIALTY CONSTRUCTION INC.**

THIS AMENDMENT is made to the AGREEMENT for work at public safety communication towers within Monterey County by and between Specialty Construction Inc., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, on November 5, 2009, County and CONTRACTOR entered into an agreement whereby CONTRACTOR would provide County with certified personnel qualified to perform work at public safety communication towers within Monterey County for a contract term of November 1, 2009 through June 30, 2012; and

WHEREAS, on February 13, 2012, in Amendment No. 1, County and CONTRACTOR agreed to amend the Agreement to extend the term through June 30, 2014; and

WHEREAS, on May 20, 2014, in Amendment No. 2, County and CONTRACTOR agreed to amend the Agreement to extend the term through June 30, 2017; and

WHEREAS, on September 1, 2016, in Amendment No. 3, County and CONTRACTOR agreed to amend the Agreement to increase the total amount of the AGREEMENT amount by \$37,191.25 through June 30, 2017, for a total agreement amount not to exceed \$99,999; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to increase the total amount of the AGREEMENT.

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

1. Section 2., "PAYMENTS BY THE COUNTY" shall be amended by removing, "*The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$99,999.00.*" and replacing it with "*The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$149,999.00*"
2. EXHIBIT A-3 – Section II.3, "Total Compensation; Additional Work" shall be amended to read: "It is mutually understood and agreed upon by both Contractor and County that Contractor's total compensation under this Agreement shall not exceed the following:

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: 

Signature of Chair, President, or
Vice-President

Dated: _____

Thomas J McBryde, Vice President / Telecom
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: February 01, 2017

Deputy Auditor/Controller

Dated: _____

By: 

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Approved as to Liability Provisions:

Rudolph C Bachmann, President / Secretary
Printed Name and Title

Risk Management

Dated: February 01, 2017

Dated: _____

Approved as to Form:

Deputy 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.