

ATTACHMENT A

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
CALIFORNIA CODE CHECK, INC.**

THIS AMENDMENT NO. 2 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and California Code Check, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on January 19, 2011 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the parties on April 8, 2011 (hereinafter, "Amendment No. 1"); and

WHEREAS, continued services for additional plan check, inspection and related services are required to meet the increased demand in the Building Services Department within statutory timelines; and

WHEREAS, the County and the CONTRACTOR wish to further amend the Agreement to increase the amount to continue to provide tasks associated with plan check, inspection and related services to the Monterey County Building Services Department.

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 be increased by \$120,000, for a total not to exceed the sum of \$285,000.00.

2. Amend "Business automobile liability insurance" Section of Paragraph 9.03, to read as follows:

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

3. Amend County contact information of Paragraph 14, "Notices", to read as follows:

Dalia M. Mariscal-Martinez, Management Analyst II
County of Monterey, Resource Management Agency
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
(831) 755-8966

4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

California Code Check, Inc.
Contractor's Business Name

Date: _____

By: _____
(Signature of Chair, President or Vice President)

Its: _____
(Print Name and Title)

Date: _____

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

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

By: _____
Deputy County Counsel

Its: _____
(Print Name and Title)

Date: _____

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

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.

Amendment No. 2 to Professional Services Agreement
California Code Check, Inc.
Plan Check, Inspection and Related Services
RMA – Building Services Department
Term: January 19, 2011 – June 30, 2011
Not to Exceed: \$285,000.00