

**AMENDMENT NO. 3
PROFESSIONAL SERVICES AGREEMENT
DAVIDO CONSULTING GROUP, INC.
ON-CALL STORM AND SURFACE WATER ENGINEERING SERVICES**

THIS AMENDMENT is made and entered into this ____ day of _____ 2013, by and between the **CITY OF OLYMPIA**, a Washington municipal corporation (the “City”), and **DAVIDO CONSULTING GROUP, INC.**, a Washington corporation (the “Contractor”).

Recitals

1. On May 9, 2011, the City and the Contractor entered into a *Professional Services Agreement for the On-call Storm and Surface Water Engineering Services* (“Agreement”).

2. The term of the Agreement was to run until May 31, 2012, with compensation not to exceed Two Hundred Ninety-Nine Thousand and No/100 dollars (\$299,000.00) calculated on the basis of the hourly labor charge rate schedule for Contractor’s personnel.

3. The Agreement also provided that its terms could be “extended for additional periods of time upon the mutual written agreement” of the City and the Contractor, and that modification of its terms need to be in writing and signed by both parties.

4. The City and the Contractor desire to amend the Agreement to extend the term.

5. On May 14, 2012, the City and the Contractor entered into an Amendment No. 1 to amend the Agreement to extend the term through May 31, 2013.

6. On April 8, 2013, the City and the Contractor entered into an Amendment No. 2 to amend the Agreement to extend the term through December 31, 2013.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 2 of the Agreement, **TERM**, is hereby amended to read as follows:

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than ~~December~~ May 31, 2013 2015 (“Term”). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

2. Section 4 of the Agreement, COMPENSATION, is hereby amended to read as follows:

4.1 Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed ~~Two Hundred and Ninety-nine Thousand Dollars and No/100 (\$299,000)~~ Three Hundred Sixty-nine Thousand Dollars and No/100 (\$369,000) calculated on the basis of the hourly labor charge rate schedule for Contractor's personnel attached hereto as Exhibit "B".

3. All remaining provisions of the *Professional Services Agreement for the On-call Storm and Surface Water Engineering Services* dated May 9, 2011 and not here amended or supplemented shall remain as written in said Agreement, and shall continue in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor have executed this **Amendment No. 3** of the Agreement as of the date and year written above.

CITY OF OLYMPIA

By: _____
Steven R. Hall
City Manager
P.O. Box 1967
Olympia WA 98507-1967

APPROVED AS TO FORM:

Darren Venabe
Deputy City Attorney

DAVIDO CONSULTING GROUP, INC.

By: _____
Erik Davido
President
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