

AMENDMENT 3

TO

NORTHWOODS PROFESSIONAL SERVICES AGREEMENT

This amendment (“**Amendment 3**”) to the Professional Services Agreement entered into by and between Milwaukee County and Northwoods on June 1, 2016 (“**Agreement**”) is dated **July 20, 2017** and is agreed by MILWAUKEE COUNTY, represented by the Department of Administrative Services – Information Management Services Division (“**County**”) and NORTHWOODS (“**Contractor**”). All capitalized terms used in this Amendment 3 follow the definitions as written in the Agreement, unless otherwise expressly defined in this Amendment 3. This Amendment 3 includes all contemplated tasks, deliverables, milestones and payments indicated by the executed Change Order, attached as Exhibit A and incorporated by reference.

The Agreement is amended as follows:

1. **Scope of Work.** This provision shall amend Section 2.1 of the Agreement to include Contractor’s Change Order, dated March 31, 2017, and attached to this Amendment 3 as Exhibit A.
2. **Insurance.** This provision expands the type and limits of insurance coverages required to be purchased and maintained during the term of the Agreement. In addition to the coverages and minimum amounts mentioned in clause 9.1 of the Agreement, the Contractor shall also provide evidence of the following coverages and minimum amounts:

Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned and/or hired	
Uninsured Motorists	Per Wisconsin requirements

Milwaukee County, as its interests may appear, shall be named as an additional insured for General Liability and Automobile Liability as respects the Services provided in this agreement.

3. **All Other Terms Unaltered.** All other provisions of the Agreement as agreed to by the County and the Contractor on June 1, 2016 remain in effect as mutually agreed by them in the aforesaid Agreement.

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