

**AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT**

*(To be used only for Architectural, Engineering or Land Surveying Services.)*

1. Identification of Agreement to be Amended.
  - (a) Effective Date of Agreement: December 15, 2009
  - (b) Agency: Contra Costa County Public Works Department
  - (c) Subject: On-Call Geotechnical Engineering Consulting Services
  
2. Parties. Agency, and the following named Consultant, mutually agree and promise as follows:
  - (a) Consultant's Name & Address: Hultgren-Tillis Engineers  
2221 Commerce Avenue, Suite A-1  
Concord, CA 94520-4987  
Attn: Edwin Hultgren
  
  - (b) Type of Business Entity: Corporation  
  
(e.g., individual, corporation, sole proprietorship, partnership, limited liability company)  
  
If corporation, identify state of incorporation: California
  
3. Project Name, Number, & Location. On-Call Geotechnical Engineering Consulting Services  
Various Project Numbers  
Various Project Locations
  
4. Amendment Date. The effective date of this Amendment to Consulting Services Agreement is December 13, 2011.
  
5. Amendment Specifications. The Agreement identified above is hereby amended as set forth in the Amendment Specifications attached hereto and incorporated by reference.
  
6. Signatures. These signatures attest the parties' agreement hereto:

**CONSULTANT**

**SIGNATURE A**

Consultant's Name:  
Hultgren-Tillis Engineers, a California corporation

By [Signature]

(Signature of individual or officer)

Edwin M. Hultgren, President

(Print name and title, if applicable)

**SIGNATURE B**

Consultant's Name:  
Hultgren-Tillis Engineers, a California corporation

By R. Kevin Tillis

(Signature of individual or officer)

R. Kevin Tillis, Secretary

(Print name and title, if applicable)

**Note to Consultant:** For corporations, the Amendment to Consulting Services Agreement must be signed by two officers. The first signature (Signature A) must be that of the chairman of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporations Code Section 313.) The acknowledgment below must be signed by a Notary Public.

**ACKNOWLEDGMENT**

State of California )  
County of Contra Costa )

On November 28, 2011, before me, Lynda Ault, Notary Public, personally appeared Edwin M. Hultgren, President & R. Kevin Tillis, Secy. (insert name(s) and title(s) of the officer(s) signing on behalf of Consultant), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

[Signature]  
Signature

(Notary's Seal)



**AGENCY**

- (a) If Amendment is approved by Agency's governing body (required if Payment Limit exceeds \$100,000 or if original Agreement was approved by Agency's governing body):

AGENCY,  By _____ Board Chair/Designee	ATTEST: Clerk of the Board of Supervisors  By _____ Deputy
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- (b) If Amendment is approved by County Purchasing Agent:


AGENCY,  By _____ County Purchasing Agent or Designee
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**APPROVALS**

RECOMMENDED BY DEPARTMENT

By   
Designee

FORM APPROVED BY COUNTY COUNSEL

By   
Deputy County Counsel  
Eriz Gelston

APPROVED: COUNTY ADMINISTRATOR

By \_\_\_\_\_  
Designee

**AMENDMENT SPECIFICATIONS**

1. Section 3 (Term) of the Agreement is hereby deleted in its entirety and replaced with the following: The effective date of this Agreement is December 15, 2009. It terminates on December 31, 2012 unless sooner terminated as provided herein.
2. In consideration of Consultant's performance of additional services under the Agreement, Section 4 of the Agreement (effective December 15, 2009) is hereby amended by increasing the payment limit by \$50,000.00 from \$150,000.00 to a new total payment limit of \$200,000.00.
3. Section 10(b) (Certificate of Insurance) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Certificate of Insurance: Prior to the effective date of this Agreement, Consultant shall furnish to the Department Head certificates of insurance evidencing the coverage required herein and requiring 30 days' written notice to Agency of policy lapse, cancellation or material change in coverage (10 days for cancellation based on non-payment of premium). If Consultant renews the insurance policy(ies) or acquires a new insurance policy(ies) or amends the coverage through an endorsement to the policy(ies) at any time during the term of this Agreement, then Consultant shall provide current certificate(s) to the Department Head.