

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: Miller Pacific Engineering Group
504 Redwood Blvd., Suite 200
Novato, CA 94947
Attn: Scott Stephens, P.E., G.E.

- (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

<u>SIGNATURE A</u> Consultant's Name: Miller Pacific Engineering Group, a California corporation By <u>[Signature]</u> (Signature of individual or officer) <u>SCOTT STEPHENS, PRESIDENT</u> (Print name and title, if applicable)	<u>SIGNATURE B</u> Consultant's Name: Miller Pacific Engineering Group, a California corporation By <u>[Signature]</u> (Signature of individual or officer) <u>MIKE MORISOLI, SECRETARY</u> (Print name and title, if applicable)
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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 MARIN)

On 11/29/11, before me, SHANNON L. FILIPPO, Notary Public, personally appeared SCOTT STEPHENS AND MIKE MORISOLI (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):

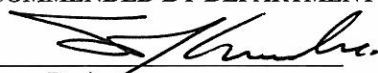
AGENCY, By _____ Board Chair/Designee	ATTEST: Clerk of the Board of Supervisors By _____ Deputy
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- (b) If Amendment is approved by County Purchasing Agent:

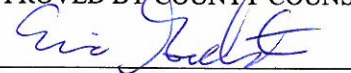
AGENCY, By _____ County Purchasing Agent or Designee
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APPROVALS

RECOMMENDED BY DEPARTMENT

By 
Designee

FORM APPROVED BY COUNTY COUNSEL

By 
Deputy County Counsel
Eric 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. Section 10(b) (Certificate of Insurance) of the Agreement is hereby amended by adding the following language to the end thereof:

“Agency recognizes that Consultant is attempting to provide Agency with certificates of insurance requiring 30 days’ written notice of policy lapse, cancellation or material change in coverage (10 days written notice for non-payment of premium) as required by this Section 10(b), or policy endorsements effecting the same; provided, that if Consultant fails to provide the Department Head with certificates of insurance or policy endorsements requiring 30 days’ written notice to Agency of policy lapse, cancellation or material change in coverage (10 days written notice for non-payment of premium), by January 13, 2012, (i) Consultant must stop performing work on any Agency projects if directed by Agency, and (ii) Agency will not make payment to Consultant in respect of any invoice submitted by Consultant until Agency is in receipt of the required certificates or policy endorsements satisfying the requirements of this Section 10(b).