

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: July 26, 2011
- (b) Agency: Contra Costa County Public Works Department
- (c) Subject: Countywide Arterial Micro-surface Project

2. Parties. Agency, and the following named Consultant, mutually agree and promise as follows:

- (a) Consultant's Name & Address: Ghirardelli Associates, Inc.
1970 Broadway Avenue, Suite 920
Oakland, CA 94612
- (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. Countywide Arterial Micro-surface Project
County #0662-6R4066; Federal #STPL-5928(106)
Countywide

4. Amendment Date. The effective date of this Amendment to Consulting Services Agreement is **January 31, 2012.**

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. The signatures set forth below attest the parties' agreement hereto:

CONSULTANT

<u>SIGNATURE A</u>	<u>SIGNATURE B</u>
Consultant's Name: Ghirardelli Associates, Inc., a California Corporation	
By <u>[Signature]</u>	By <u>[Signature] 9/4/12</u>
(Signature of individual or officer)	(Signature of individual or officer)
<u>JEREMY PARK, EXECUTIVE V.P.</u>	<u>RANDALL L. BRUNER CFO</u>
(Print name and title, if applicable)	(Print name and title, if applicable)

PLEASE SEE ATTACHED
CALIFORNIA NOTARY
ACKNOWLEDGEMENT

Note to Consultant: If Consultant is a corporation, 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 ALAMEDA)

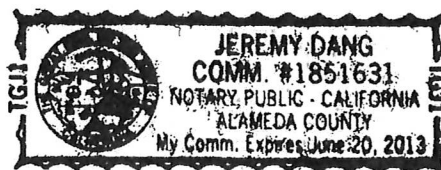
On MAR 27, 2012, before me, JEREMY DANG, Notary Public, personally appeared JEREMY PARK (insert name(s) and title(s) of the officer(s) signing on behalf of Consultant), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument 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

(Notary's Seal)



CALIFORNIA NOTARY ACKNOWLEDGEMENT

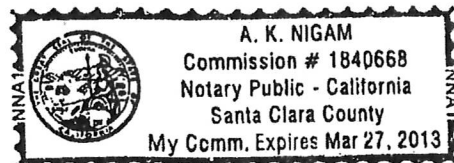
State of California

County of Santa Clara

On 4th April 2012 before me, A.K. Nigam, Notary Public
personally appeared - Randall L. Bruner - who
proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he executed the
same in his authorized capacity, and that by his signature on the instrument the
person, or the entity upon behalf of which the person 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 A.K. Nigam (Seal)

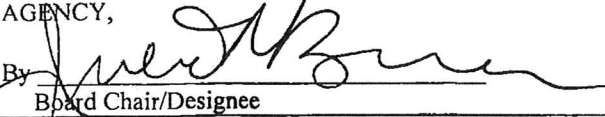
OPTIONAL

This certificate is attached to the document detailed below.

Title or Type Amendment No.1 To Consulting Services Agreement
Number of Pages Two Date of Document Signed 4/4/2012
Other Signer(s) Jaemin Park

AGENCY

- (a) If Amendment is approved by Agency's governing body (required if total Payment Limit of original Agreement and Amendment 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:

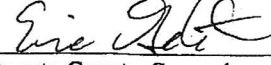
AGENCY, By _____ County Purchasing Agent or Designee
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APPROVALS

RECOMMENDED BY DEPARTMENT

By 
Designee

FORM APPROVED BY COUNTY COUNSEL

By 
Deputy County Counsel
Eric Gelston

APPROVED: COUNTY ADMINISTRATOR

By 
Designee

AMENDMENT SPECIFICATIONS

Due to the suspension of work for the winter season, and County's need for Consultant's continued construction management services, in exchange for the mutual promises set forth in this Amendment, County and Consultant agree to amend the Agreement as follows:

1. The termination date of the Term as set forth in Section 3 of the Agreement is hereby extended from January 31, 2012 to a new termination date of August 31, 2012.

2. The Payment Limit set forth in Section 4 of the Agreement is hereby increased by \$30,000 from \$118,104 to a new Payment Limit of \$148,104.

3. Section 10(b) (Certificate of Insurance) of the General Conditions is hereby amended by deleting subsection (b) in its entirety and replaced by the following:

“(b) (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. Additionally, no later than five days after Consultant's receipt of a notice of an intention to (i) cancel any of Consultant's insurance coverage required by this Agreement for any reason, or (ii) make a material change to Consultant's insurance coverage required by this Agreement, Consultant will provide Agency a copy of such notice of intention to cancel or notice of material change. Consultant's failure to provide Agency the notice as required by the preceding sentence is a default under this Agreement. If Consultant renews any of the insurance policies or acquires any new insurance policies or amends the coverage through an endorsement to any policy at any time during the term of this Agreement, then Consultant shall provide current certificates to Agency.”

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