

**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: ENGEO Incorporated  
2010 Crow Canyon Place, Suite 250  
San Ramon, CA 94583-4634  
Attn: Daniel S. Haynosch, GE

- (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**

<p><b><u>SIGNATURE A</u></b></p> <p>Consultant's Name: ENGEO Incorporated, a California corporation</p> <p>By <u>[Signature]</u></p> <p>(Signature of individual or officer)</p> <p><u>President, Uri Eliahu</u></p> <p>(Print name and title, if applicable)</p>	<p><b><u>SIGNATURE B</u></b></p> <p>Consultant's Name: ENGEO Incorporated, a California corporation</p> <p>By <u>[Signature]</u></p> <p>(Signature of individual or officer)</p> <p><u>Treasurer, Lora Dominick</u></p> <p>(Print name and title, if applicable)</p>
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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 Contra Costa )

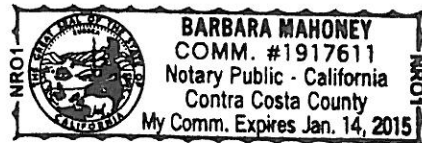
On December 1, 2011, before me, Barbara Mahoney, Notary Public, personally appeared Uri Eliahu, President and Lora Dominick, Treasurer (insert name(s) and title(s) of the officer(s) signing on behalf of Consultant), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/het/their authorized capacity(ies), and that by h/s/het/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

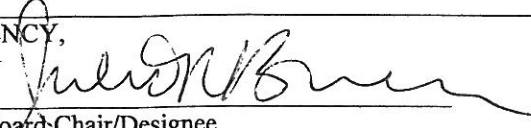
[Signature]  
Signature

(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 <u></u> 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:

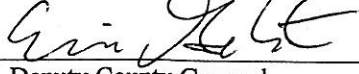
AGENCY, By _____ County Purchasing Agent or Designee
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**APPROVALS**

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 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 coverage for general liability, workers’ compensation and automobile and requiring 30 days’ written notice to Agency of policy lapse, cancellation or material change in coverage for any reason other than non-payment of premium, and evidencing coverage for professional liability coverage. 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.

No later than five days after (i) Consultant’s receipt from its professional liability insurer or its insurance broker of a notice of intention to cancel its professional liability insurance coverage, whether for non-payment of premium or otherwise, Consultant will provide Agency a copy of such cancellation notice, or (ii) Consultant’s receipt from its general liability, auto or workers’ compensation insurer or its insurance broker of a notice of intention to cancel its general liability, auto or workers’ compensation insurance coverage for non-payment of premium, Consultant will provide Agency a copy of such cancellation notice. Consultant’s failure to provide Agency with a notice as required by the preceding sentences is a breach of this Agreement.

No later than August 15, 2012, Consultant will provide Agency with updated insurance certificates reflecting coverage for professional liability, auto, general liability and workers’ compensation and separate evidence that the premiums for such coverage have been paid for a one year period.