Project Name: On-Call Engineering

Project No.: Various

### **AMENDMENT NO. 3 TO CONSULTING SERVICES AGREEMENT**

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

- 1. <u>Identification of Agreement to be Amended.</u>
  - (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. <u>Parties</u>. 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

(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
- 4. Amendment Date. The effective date of this Amendment to Consulting Services Agreement is December 31, 2012.
- 5. <u>Amendment Specifications</u>. 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:

Contra Costa County Standard Form (Amendment to CSA) Revised 2010 Project Name: On-Call Engineering

Project No.:Various

## **CONSULTANT**

SIGNATURE A	SIGNATURE B	
Consultant's Name:		
ENGEO, Incorporated, a California Corporation		
By Chi Clif	By Ha Don	
(Signature of individual or officer)	(Signature of individual or officer)	
uri Eliahu, President	Lon Dominick, Treasures	
(Print name and title, if applicable)	(Print name and title, if applicable)	
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.		
<u>ACKNOWLEDGMENT</u>		
State of California )		
County of Court Cost    On Jamus 15, 2013, before me, Brand Market, Notary Public, personally appeared to 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	BARBARA MAHONEY al) COMM. #1917611 Notary Public - California Contra Costa County My Comm. Expires Jan. 14, 2015	

Contra Costa County Standard Form (Amendment to CSA) Revised 2010 Project Name: On-Call Engineering

Project No.:Various

# **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,	ATTEST: Clerk of the Board of Supervisors	
By Board Chair/Designee	By	
(b) If Amendment is approved by (	County Purchasing Agent:	
AGENCY,		
By County Purchasing Agent or Designee	-	
County Purchasing rigent of Besignee		
APPROVALS		
RECOMMENDED BY DEPARTMENT	FORM APPROVED BY COUNTY COUNSEL	
By Struke.	By _ The Felt_	
Designee	Deputy County Counsel  Evisa Gelston	
	EVIZ Georga	
A	PPROVED: COUNTY ADMINISTRATOR	
В	Designee Designee	

Project Name: On-Call Engineering

Project No.: Various

## **AMENDMENT SPECIFICATIONS**

Due to a project requiring more time to complete, and the County's need for Consultant's continued services, in exchange for the mutual promises set forth in this amendment, County and Consultant agree to amend the Agreement as follows:

- 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, 2013 unless sooner terminated as provided herein.
- 2. Section 4 (Payment Limit) of the Agreement, as modified by Amendment No. 2, is hereby amended by increasing the payment limit by \$75,000 from \$250,000 to a new payment limit of \$325,000.
- 3. Appendix A (Scope of Services) of the Agreement is amended by adding a new Section 9 immediately following Section 8 as follows:

### "9. SCOPE LIMITATION

County and Consultant agree that notwithstanding the extension of the term of this Agreement effected by Amendment No. 3, the only work to be performed by Consultant under this Agreement is the completion of Consultant's work on the Walden Green - Phase 2 project and the Iron Horse Corridor Risk Assessment."

All other terms and conditions in the Contract entered into on December 15, 2009 between the County and Contractor shall remain in full force and effect.

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