

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND DOKKEN ENGINEERING
TO PROVIDE ENGINEERING AND GEOTECHNICAL SERVICES FOR
2017 STORM DAMAGE PROJECTS**

This First Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and Dokken Engineering, a California Corporation ("Consultant").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on November 14, 2017, to provide for Engineering and Geotechnical Services for 2017 Storm Damage Projects ("Original Agreement"); and

WHEREAS, County and Consultant desire to amend the Original Agreement to provide the Public Works Director or his/her designee the authority to approve amendments up to \$48,000.00 (10% of original total compensation); and

WHEREAS, County and Consultant desire to amend the Original Agreement to increase the amount of compensation payable to Consultant by \$48,000, for a new total not to exceed \$530,000.00; and

WHEREAS, the Original Agreement and the First Amendment are collectively referred to as the "Agreement."

NOW, THEREFORE, the Agreement is amended as follows:

I. Paragraph E. is added to **ARTICLE V ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/ APPENDICES** of the Agreement as of the effective date of this First Amendment to read as follows:

E. During the term of this agreement, the Public Works Director or his/her designee may approve in writing amendments to this agreement, provided amendments do not exceed \$48,000.00 (10% of the original total amount), and the total amount of the agreement does not exceed \$530,000.00.

II. Paragraph H. of **ARTICLE X ALLOWABLE COSTS AND PAYMENTS** of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

H. The total amount payable by COUNTY including the fixed fee shall not exceed \$530,000.00.

III. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

IV. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Consultant.

V. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of the last date it is signed by both parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the County and Consultant have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this First Amendment and to bind the party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

RISK MANAGEMENT APPROVAL

By: David M. Yorton, Jr. 3/5/18
David M. Yorton, Jr.
Senior Deputy County Counsel

By: James Johnson 03/05/18
James Johnson
Risk Management Analyst III

CONSULTANT
DOKKEN ENGINEERING

By: Richard T. Liptak
Print Name: Richard T. Liptak

By: Cathy Chan
Print Name: Cathy Chan

Title: President

Title: Secretary

Date: 2/27/18

Date: 2/27/2018

Tax I.D. #: 68-0099664