

FIRST AMENDMENT TO AGREEMENT FOR ENGINEERING CONSULTANT SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR ENGINEERING CONSULTANT SERVICES (Agreement No. 13-623, hereinafter called "the AGREEMENT"), is made and entered into this 25th day of September, 2018, by and between the County of Fresno, a political subdivision of the State of California (hereinafter called "the COUNTY"), and Biggs Cardosa Associates, Inc., (a California Corporation), 5250 N. Palm Avenue, Suite 211, Fresno, CA 93704 (hereinafter called "the CONSULTANT").

RECITALS

WHEREAS, the CONSULTANT has been selected to prepare Plans, Specifications, Engineer's Estimate, and to provide other engineering and environmental services required for the design and California Environmental Quality Act and National Environmental Policy Act approval of the Travers Creek Bridge Replacement Project on Manning Avenue, hereinafter referred to as "the PROJECT"; and

WHEREAS, the CONSULTANT has been selected in accordance with the COUNTY's Ordinance Code Chapter 4.10 on the selection of architects, engineers, and other professionals to provide the engineering services necessary for the PROJECT.

WHEREAS, the AGREEMENT has been extended twice in writing and is currently set to expire by its terms on October 8, 2018; and

WHEREAS, the PROJECT is not yet complete; and

WHEREAS, it is in the best interest of the COUNTY to retain the services of the CONSULTANT to maintain continuity of the design of the PROJECT; and

NOW, THEREFORE, the CONSULTANT and the COUNTY hereby agree to amend the AGREEMENT for the PROJECT as follows:

1. Article IV, Section A of the AGREEMENT is hereby deleted and replaced with the following:

"A. This First Amendment to the AGREEMENT shall go into effect immediately upon execution by the COUNTY. As hereby amended, the term of the AGREEMENT is hereby further extended by an additional three years and therefore shall expire on October 8, 2021,

1 unless prior to its expiration the term of the AGREEMENT is further extended in writing, for no
2 more than two additional one-year terms, by mutual consent of the Department of Public Works
3 and Planning Director or designee and the CONSULTANT.”

4 2. Article I, Section C of the AGREEMENT is hereby deleted and replaced with the
5 following:

6 “C. The Contract Manager for the COUNTY is Joseph Harrell, Senior Engineer,
7 whose contact information is 2220 Tulare Street, Suite 600, Fresno, CA, 93721, 559-600-4534,
8 jharrell@fresnocountyca.gov. From time to time as may be necessary, other COUNTY staff may
9 act in the place of the COUNTY's Contract Manager and exercise all of the responsibilities
10 afforded thereto. The Project Manager for the CONSULTANT will be notified of any changes in
11 the COUNTY's Contract Manager. The Project Manager and Deputy Manager for the
12 CONSULTANT will be Michael Thomas and Richard Sanguinetti; whose contact information is
13 5250 N. Palm Avenue, Suite 211, Fresno, CA 93704, 559-449-8686,
14 rmthomas@BiggsCardosa.com and rsanguinetti@BiggsCardosa.com.”

15 3. All other terms and conditions contained in the AGREEMENT are unaffected by
16 this First Amendment to the AGREEMENT and shall remain in full force and effect.

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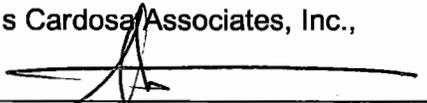
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1 IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement on
2 the date first set forth above.

3 **CONTRACTOR AND/OR CONSULTANT**

COUNTY OF FRESNO

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5 Biggs Cardoso Associates, Inc.,

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7 (Authorized Signature)

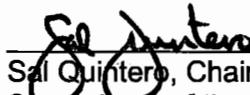
8 MICHAEL THOMAS

Print Name and Title

9 PRINCIPAL

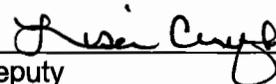
10 5250 N. Palm Avenue, Suite 211

11 Fresno, CA 93704


Sal Quintero, Chairperson of the Board of
Supervisors of the County of Fresno

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By 
Deputy

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19 **FOR ACCOUNTING USE ONLY**

20 ORG No 4510
21 Account No. 7295
22 Fund No. 0010
Subclass No. 11000

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