

**FIRST AMENDMENT TO AGREEMENT FOR ENGINEERING CONSULTANT SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT FOR ENGINEERING CONSULTANT SERVICES (Agreement No. 14-549, hereinafter called "the AGREEMENT"), is made and entered into this 12th day of March, 2019, by and between the County of Fresno, a political subdivision of the State of California (hereinafter called "the COUNTY"), and Willdan Engineering, (a California Corporation), 2014 Tulare Street, Suite 515, Fresno, CA 93721 (hereinafter called "the CONSULTANT").

**RECITALS**

WHEREAS, the CONSULTANT has been selected to provide on-call engineering consulting services required to assist County in performing projects (hereinafter referred to as "the PROJECT(S) proposed by the COUNTY; 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(S); and

WHEREAS, the AGREEMENT has been extended twice in writing and is currently set to expire by its terms on September 9, 2019; and

WHEREAS, the PROJECTS are 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 PROJECTS; and

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

1. Article V, 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 September 9, 2022, unless prior to its expiration the term of the AGREEMENT is further extended in writing, for no more than two additional one-year terms, by mutual consent of the Department of Public Works and Planning Director

or designee and the CONSULTANT.”

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

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

3 **CONSULTANT**

**COUNTY OF FRESNO**

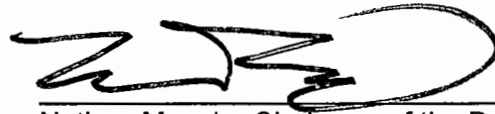
4  
5 Willdan Engineering

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7 \_\_\_\_\_  
8 (Authorized Signature)

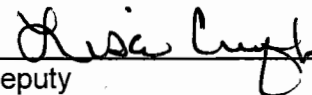
9  
10 Daniel Chow, President/CEO  
11 Print Name and Title

12 2014 Tulare Street, Suite 515  
13 Fresno, CA 93721



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Nathan Magsig, Chairman 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

14 By   
15 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