

FIRST AMENDMENT TO TULARE COUNTY AGREEMENT NO. 26845

THIS FIRST AMENDMENT (“Amendment”) to Tulare County Agreement Number 26845 (the “Agreement”) is entered into by and between the **COUNTY OF TULARE** (“COUNTY”) and **BIGGS CARDOSA ASSOCIATES** (“CONSULTANT”) as of June 12, 2018, with reference to the following:

A. The COUNTY and CONSULTANT entered into the Agreement on October 28, 2014, for the purpose of providing professional engineering consulting services and construction support for the D129 over Sand Creek Bridge Project;

B. COUNTY and CONSULTANT now wish to amend the Agreement in order to provide for additional services by CONSULTANT and to increase the amount of compensation due to the CONSULTANT for providing additional services.

ACCORDINGLY, COUNTY and CONSULTANT agree as follows:

1. Section 2, “TIME FOR PERFORMANCE/TERM” of the Agreement is hereby revised to read as follows:

Time is of the essence in this Agreement. The services as described in Exhibit A and Exhibit A-1, will commence within five days of receipt of a written notice to proceed issued following acceptance of this Agreement by COUNTY. This Agreement shall terminate on June 30, 2020. Mutually acceptable changes in the scope, character, or complexity of the work, if such changes become desirable or necessary as the work progresses, will be accommodated by a supplemental agreement. An appropriate extension of time may be made in the form of a supplemental agreement in case of unavoidable delays. Corresponding warranted adjustments in payment will be made based upon the incorporated rate schedule.

2. Section 3, “COMPENSATION” of the Agreement is hereby revised to add the following:

COUNTY shall pay an additional \$56,300 (Fifty-six thousand three hundred dollars) to cover additional services provided by the CONSULTANT as shown in Exhibit A-1, “Additional Scope of Work and Cost Summary.” This exhibit is incorporated herein by reference. The total amount payable by the COUNTY for services identified in Exhibit A, Exhibit B, and Exhibit A-1 shall not exceed \$386,300 (Three hundred eighty-six thousand three hundred dollars).

3. This First Amendment becomes effective as of June 12, 2018.

4. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

TULARE COUNTY AGREEMENT NO. 26845-A

RW

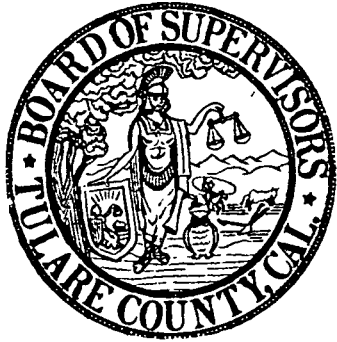
// **THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

By *[Signature]*
Chairman, Board of Supervisors

ATTEST: Michael C. Spata,
County Administrative Officer/
Clerk of the Board of Supervisors

By *[Signature]*
Deputy Clerk



CONSULTANT

By *[Signature]*
Title Principal

By *[Signature]*
Title Principal / Vice President

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

Approved as to Form
County Counsel

By *[Signature]*
Deputy

Matter No. 2018770

Exhibit A - 1

Additional Scope of Work and Cost Summary

**BIGGS CARDOSA
ASSOCIATES INC
STRUCTURAL ENGINEERS**

885 The Alameda
San Jose, CA 95126-3133
Telephone 408-288-5515
Facsimile 408-288-8114

May 25, 2018
2014290B

Tulare County Resource Management Agency
5961 South Mooney Boulevard
Visalia, CA 93277

Attention: Mr. Jason Vivian

Subject: Road D129 Bridge (Replacement) over Sand Creek Project
Construction Services Proposal

Dear Jason:

Biggs Cardosa Associates, Inc. is pleased to submit the following cost proposal to provide construction engineering services on the subject project.

This proposal covers the following services:

- A. Project management during construction and attending the preconstruction, construction kick-off, and up to 3 construction progress meetings.
- B. Provide Resident Engineer coordination and support including RE File coordination and clarifications.
- C. Construction site visits (total 4 max) during construction as required.
- D. Perform the review of all structural shop drawings and structural submittals required by the project specifications and the Caltrans Standard Specifications. We have assumed that the County's Resident Engineer / Structure Representative will be selective with requesting field level submittals to be reviewed by the Design Engineer to minimize the number of these additional field level submittal required to be reviewed by the Design Engineer.
- E. Respond to RFIs and developing associated CCOs to clarify the construction documents during construction.
- F. Provide As-Built Drawings based on Contractor's red-lined changes. The as-built mark-ups will be hand-drafted on the original signed vellums per current Caltrans Structures guidelines.
- G. Geotechnical support services including review of pile driving system submittals and field observation during pile driving to verify all conditions in accordance with LOTB.

We propose to provide the requested design scope of services on a **time and materials basis, not to exceed \$56,300**, including expenses.

Our billing rates and reimbursable expenses are per the attached rate schedule. Please note that rates shown are current for the period 10/1/2017 to 09/30/2018. Biggs Cardosa Associates gives raises to employees and adjusts rates every year effective October 1. Rates for subsequent years (starting on 10/1/2018) will be per our standard billing rate schedule for that year, but in no event will rates increase at more than 5% per year.

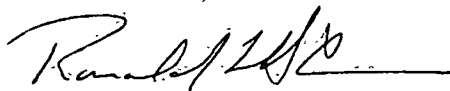
Assumptions:

- ◆ The project construction will start in July 2018 and the construction duration will last no longer than 7 months.
- ◆ A maximum of 6 site visit including the preconstruction meeting and construction kick-off meeting as well as the prestressing inspections performed on the days of the prestressing operations will be required over the course of construction.
- ◆ The County's Resident Engineer / Structure Representative will be selective with requesting field level submittals to be reviewed by the Design Engineer to minimize the number of these additional field level submittal required to be reviewed by the Design Engineer.
- ◆ Responding to RFIs and developing associated CCOs to address contractor errors, alternative construction method requests, or unforeseeable construction field issues (contractor scheduling, contractor equipment limitations, 3rd party coordination/limitations, undocumented existing conditions, etc) that could not typically have been anticipated during design development is not included in the scope of services but can be added as Extra Work Requests as required.
- ◆ The pile installation requiring geotechnical observation will require a maximum of 5 days.

Should you have any questions, please do not hesitate to call.

Sincerely,

BIGGS CARDOSA
ASSOCIATES, INC.



Ronald Oen, PE
Associate

CHARGE RATE SCHEDULE

Principal	\$224.00 - \$288.00
Associate	200.00
Engineering Manager	172.00
Project Administrator	140.00
Senior Engineer	156.00
Project Engineer	140.00
Staff Engineer	128.00
Assistant Engineer	118.00
Junior Engineer	110.00
Senior Computer Drafter	127.00
Computer Drafter	110.00
Junior Computer Drafter	100.00
Secretarial Services	92.00
Construction Manager	208.00
Senior Structural Representative	182.00
Structural Representative	162.00
Assistant Structures Representative	130.00
Senior Bridge Inspector	162.00
Subconsultants	Cost Plus 10%
Expenses	Cost Plus 15%
In-House CADD Plots	
Prints	\$0.30/ sq. ft.
Plots	\$1.50/ sq. ft.
Mylar Plots	\$3.00/ sq. ft.

Charge Rates Applicable October 1, 2017 Thru September 30, 2018



Charge Rates Applicable October 1, 2017 Thru September 30, 2018