

**FIRST AMENDMENT TO  
TULARE COUNTY AGREEMENT NO. 26843**

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**THIS FIRST AMENDMENT** (“Amendment”) to Tulare County Agreement Number 26843 (the “Agreement”) is entered into by and between the **COUNTY OF TULARE** (“COUNTY”) and **BIGGS CARDOSA ASSOCIATES** (“CONSULTANT”) as of \_\_\_\_\_, 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 consultant services and construction support for the M220 Bear Creek Road over Rancheria Creek Bridge Project; and

B. COUNTY and CONSULTANT now wish to amend the Agreement in order to increase the amount of compensation provided to CONSULTANT for additional services rendered to the COUNTY.

**ACCORDINGLY, COUNTY and CONSULTANT** agree as follows:

1. Section 2, “TIME FOR PERFORMANCE/TERM” of this 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 December 31, 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. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

2. Section 3.1, “COMPENSATION for Additional Services” of the Agreement is hereby added to include the following language:

SIXTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$65,000) shall be added to the compensation owed to CONSULTANT to cover additional services provided by the CONSULTANT that were not included in the original Agreement. The total compensation from the COUNTY to the CONSULTANT for all services under the Agreement shall not exceed the sum of THREE HUNDRED NINETY-THREE THOUSAND DOLLARS AND ZERO CENTS (\$393,000.00).

3. Tulare County Agreement Number 26843 is hereby amended to include Exhibit A-1, “Additional Scope of Work and Cost Summary”. Exhibit A-1 details extra services and payments for the extra services that the CONSULTANT has agreed to provide. Exhibit A-1 is incorporated by reference into Tulare County Agreement Number 26843.

4. This First Amendment becomes effective as of October 9, 2018.

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

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

**BIGGS CARDOSA ASSOCIATES**

Date \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

[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.]

**COUNTY OF TULARE**

Date \_\_\_\_\_

By \_\_\_\_\_

Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

Approved as to Form:  
County Counsel

By \_\_\_\_\_  
Deputy

Matter # 20181375

## **Exhibit A - 1**

# **Additional Scope of Work and Cost Summary**

**BIGGS CARDOSA  
ASSOCIATES INC**  
STRUCTURAL ENGINEERS

865 The Alameda  
San Jose, CA 95128-3133  
Telephone 408-296-5515  
Facsimile 408-296-8114

September 17, 2018  
2014290A

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

Attention: Mr. Jason Vivian

Subject: Bear Creek Road Bridge (Replacement) over Rancheria 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 CIDH concrete pile submittals and field observation during CIDH concrete pile installation to verify all conditions in accordance with LOTB. Field reports summarizing daily observations/events, professional site visits and/or recommendations will be submitted during construction. Field observations will be provided by a qualified professional or technician from the office of the geotechnical engineer of record (CA Inc). Professional consultation regarding construction operations will be provided on an as-needed basis. Upon completion of pile installation, a letter will be submitted summarizing our observations and supplemental recommendations (if/as applicable). The summary letter will also provide a professional opinion regarding conformance of pile installation observed by personnel from the office of the geotechnical engineer of record (CA Inc) with respect to the project plans, specifications and recommendations contained within the cited foundation report.

We propose to provide the requested design scope of services on a **time and materials basis, not to exceed \$65,000**, including expenses.

Our billing rates and reimbursable expenses are per the attached rate schedule. Please note that rates shown are current for the period 10/1/2018 to 09/30/2019. Biggs Cardosa Associates gives raises to employees and adjusts rates every year effective October 1. Rates for subsequent years (starting on 10/1/2019) 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 duration will last no longer than 9 months.
- ◆ A maximum of 6 site visit including the preconstruction meeting and construction kick-off meeting 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, 3<sup>rd</sup> 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.
- ◆ It is expected that CA Inc personnel will be on-site for a maximum of sixteen days. It is assumed that personnel may be on-site for up to 10 hours during each visit. The summary letter is expected to be completed within one week of completion of pile driving observation.

- ◆ Materials testing (concrete, rebar, gamma gamma, etc.) and construction observation other than that described above is understood to be performed by others and is strictly excluded from this scope of services.
- ◆ A minimum of 48 hour notice before start of pile construction at each support is required for scheduling purposes. If construction observation services are found to require additional time/effort beyond the above estimated scope, they would be performed only upon a mutually-agreed change in scope and fee.

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

Sincerely,

BIGGS CARDOSA  
ASSOCIATES, INC.



Ronald Oen, PE  
Associate

**Biggs Cardosa Associates, Inc**  
**CHARGE RATE SCHEDULE**

|                                     |                     |
|-------------------------------------|---------------------|
| Principal                           | \$230.00 - \$290.00 |
| Associate                           | 206.00              |
| Engineering Manager                 | 178.00              |
| Senior Engineer                     | 160.00              |
| Project Engineer                    | 145.00              |
| Staff Engineer                      | 132.00              |
| Assistant Engineer                  | 122.00              |
| Junior Engineer                     | 114.00              |
| Senior Computer Drafter             | 130.00              |
| Computer Drafter                    | 114.00              |
| Junior Computer Drafter             | 103.00              |
| Project Administrator               | 145.00              |
| Project Coordinator                 | 120.00              |
| Secretarial Services                | 95.00               |
| Construction Manager                | 215.00              |
| Senior Structural Representative    | 188.00              |
| Structural Representative           | 168.00              |
| Assistant Structures Representative | 134.00              |
| Senior Bridge Inspector             | 168.00              |
| Subconsultants                      | Cost Plus 10%       |
| Expenses                            | Cost Plus 15%       |
| In-House CADD Plots                 |                     |
| Prints                              | \$0.32/ sq. ft.     |
| Plots                               | \$1.60/ sq. ft.     |

Charge Rates Applicable October 1, 2018 thru September 30, 2019

