

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL
CONSULTING SERVICES FOR D39 OVER TRAVER CANAL BRIDGE PROJECT

THIS SECOND AMENDMENT TO AGREEMENT is entered into as of _____
between the COUNTY OF TULARE, referred to as "COUNTY", and DOKKEN
ENGINEERING, referred to as "CONSULTANT", with reference to amending Tulare
COUNTY Agreement No. 26849.

WHEREAS, the parties provided in Agreement No. 26849 for mutually acceptable changes in
the scope, character, or complexity of the work to be accommodated by a supplemental
agreement; and

WHEREAS, the subject terms and conditions are understood and agreed as set forth below.

ACCORDINGLY, IT IS AGREED:

1. COMPENSATION: The provision in Article 3, (e) "COMPENSATION" of Tulare
COUNTY Agreement No. 26849 is hereby amended to read as follows:

NINE THOUSAND SEVEN HUNDRED EIGHTY-EIGHT DOLLARS AND FORTY-SIX
CENTS (\$9,788.46) shall be added to the contract to cover additional services by the
CONSULTANT that were not included at the time of the initial contract agreement. The total
compensation from the COUNTY to the CONSULTANT for all services under the agreement
shall not exceed the sum of EIGHTY THOUSAND SIX HUNDRED EIGHTY-SIX DOLLARS
AND FORTY-FOUR CENTS (\$80,686.44). Exhibit A-1, Additional Scope of Work and Exhibit
B-1, Cost Summary show the Additional Work request from CONSULTANT. These exhibits
are incorporated herein by reference.

2. Except as modified by this Second Amendment, all terms and conditions of Agreement
No. 26849 shall remain in full force and effect.

TULARE COUNTY AGREEMENT NO. _____

3. This Second Amendment to Agreement shall become effective as of January 25, 2018.

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

COUNTY OF TULARE

By _____
Chairman, Board of Supervisors

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

By _____
Deputy Clerk

CONSULTANT

By Michael H. Joffe

Title President

By Cathy Chen

Title Secretary

Corporations Code Section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

Approved as to Form
County Counsel

By [Signature]
Deputy

2018188

Exhibit A - 1
Additional Scope of Work



Road D39 Over Traver Canal Bridge Project

ENVIRONMENTAL SCOPE OF SERVICES – Project Revegetation Plan

Dokken Engineering will develop a site-specific restoration plan for the installation of approximately 40 trees at the King's River Park as described and in accordance with the requirements set forth in the Lake and Streambed Alteration Agreement Amendment for the Road D39 Bridge Replacement Project (Notification No. 1600-2016-0082-R4).

It is our understanding that the County Parks Department will be responsible for the long-term maintenance, monitoring, and reporting requirements described in Section 3.1 of the December 6th, 2017 major amendment to the Lake and Streambed Alteration Agreement.

It is also our understanding that the County will be responsible for designing/installing and maintaining an irrigation system to provide water for the first 3 years while plants are being established.

TASK 1.0 PROJECT REVEGETATION PLAN

TASK 1.1 Off-Site Revegetation Plan

In accordance with measure 3.1 (a) of the December 6th, 2017 major amendment to the Lake and Streambed Alteration Agreement, Dokken Engineering will create an off-site revegetation plan for the installation of approximately 40 trees at the King's River Park, approximately 3 miles from the project area (final quantities pending tree removal). The off-site revegetation plan will include a map of planting locations as well as a quantified list of locally native riparian tree species that will be installed. Included in this task is a field visit for the Dokken Engineering restoration biologist to assess the restoration area prior to developing the revegetation plan.

The off-site revegetation plan will include a revegetation schedule including a suggested watering schedule for the first three years of plant establishment and a suggested maintenance and monitoring schedule for five years following plant installation. The plan will establish criteria that will be used to measure the project's success in fulfilling the project's mitigation requirements. The plan will be submitted to CDFW for approval no later than two weeks following the start of tree removal. It will be revised pursuant to any County or CDFW comments. Dokken will coordinate with CDFW until the plan is approved which is required to occur within 30 days of the start of tree removal.

TASK 1.2 On-Site Revegetation Plan

In accordance with measure 3.1 (b) of the December 6th, 2017 major amendment to the Lake and Streambed Alteration Agreement, the project revegetation plan will include an on-site revegetation plan to stabilize and revegetate the project area following construction. Based on coordination with Tulare County, it is assumed that the contractor will use a combination of (and CDFW will approve the use of) coconut coir erosion control netting or fabric and a native seed mix for on-site stabilization. The coconut coir erosion control netting or fabric and seed mix will be included as a component of the restoration and revegetation plan.



TASK 1.3 Agency Coordination

Dokken Engineering will coordinate with CDFW, the County project manager, and the County Parks Department to develop a revegetation plan that meets the needs and expectations of all parties.

Exhibit B - 1
Cost Summary



Cost Proposal
Project Revegetation Plan
Road D39 Over Traver Canal Bridge
County of Tulare

CONSULTANT: Dokken Engineering

DATE: January 23, 2018

DIRECT LABOR

| <u>Name</u> | <u>Role</u> | <u>Hours</u> | <u>Rate</u> | <u>Total</u> |
|-----------------------------|---------------------------------|--------------|-------------|-------------------|
| Namat Hosselton | Environmental Manager | 3 | \$80.00 | \$240.00 |
| Sarah Halm | Senior Environmental Planner | 32 | \$48.00 | \$1,536.00 |
| Staff | Environmental Planner/Biologist | 49 | \$29.00 | \$1,421.00 |
| Staff | Environmental Planner/Biologist | 8 | \$28.00 | \$224.00 |
| | | 92 | | |
| TOTAL - Direct Labor | | | | \$3,421.00 |

FRINGE AND INDIRECT COSTS

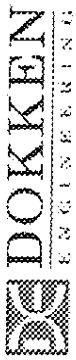
| | <u>Rate</u> | <u>Total</u> |
|-------------------------------------|-------------|-------------------|
| * Combined Indirect Cost Rate (ICR) | 164.20% | \$5,617.28 |
| TOTAL - Indirect Labor | | \$5,617.28 |

OTHER COSTS (ACTUAL COSTS)

* None

| | | | |
|------------|------------------|--------------------|------------------------|
| FEE | (8.30%) | TOTAL - Fee | <u>\$750.18</u> |
|------------|------------------|--------------------|------------------------|

TOTAL COST - NOT TO EXCEED **\$9,788.46**



**Road D39 Over Traver Canal Bridge
Project Revegetation Plan**
January 23, 2018

| Task Description | SARAH HOIM Senior Environmental Planner | | | | | STAFF Environmental Planner/Biologist | | TOTAL HOURS | TOTAL COST |
|------------------------------------|--|--|--|--|--|--|--|-------------------|------------|
| | MAMAT HOSEINION Environmental Manager | STAFF Environmental Planner/Biologist | STAFF Environmental Planner/Biologist | STAFF Environmental Planner/Biologist | STAFF Environmental Planner/Biologist | STAFF Environmental Planner/Biologist | STAFF Environmental Planner/Biologist | | |
| Task 1.0 PROJECT REVEGETATION PLAN | 1228.72 | \$137.04 | \$93.00 | \$80.18 | | | | | |
| 1.1. On-site Investigation Plan | 3 | 32 | 48 | 48 | 2 | | 92 | \$9,788.46 | |
| 1.2. On-site Investigation Plan | 3 | 16 | 40 | 40 | 5 | | 79 | \$7,308.80 | |
| 1.3. On-site Investigation Plan | | 8 | 2 | 2 | | | 10 | \$346.40 | |
| 1.4. Agency Coordination | 1 | 12 | 3 | 3 | | | 13 | \$5,640.00 | |
| TOTAL HOURS | 3 | 32 | 40 | 40 | 8 | 8 | 92 | | |
| TOTAL COST | \$686.71 | \$4,394.98 | \$4,061.89 | \$640.92 | \$640.92 | \$640.92 | | \$9,788.46 | |