

**SECOND AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 27510**

THIS SECOND AMENDMENT (“Amendment”) to Tulare County Agreement Number 27510 (the “Agreement”) is entered into by and between the **COUNTY OF TULARE** (“COUNTY”) and **NCM ENGINEERING CORPORATION** (“CONSULTANT”) as of _____, with reference to the following:

- A. The COUNTY and CONSULTANT entered into the Agreement on February 2, 2016, for the purpose of providing professional engineering consultant services; and
- B. On February 7, 2017, COUNTY and CONSULTANT amended Agreement Number 27510 to add roadway engineering services to CONSULTANT’s obligations under agreement Number 27510, and COUNTY agreed to provide additional compensation for these services.
- C. 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, and to provide CONSULTANT more time to complete these additional services.

ACCORDINGLY, COUNTY and CONSULTANT agree as follows:

1. **TIME FOR PERFORMANCE/TERM:** The Provision in Article 2, “TIME FOR PERFORMANCE/TERM” of Tulare County Agreement No. 27510 is hereby amended to read as follows:

Time is of the essence in this Agreement. The services as described in Exhibit A, will commence within five days of receipt of a written notice to proceed issued following acceptance of this Agreement by the County. This agreement shall terminate on June 30, 2022. 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. **COMPENSATION:** The provisions in Article 3, (e) “COMPENSATION” of Tulare County Agreement NO. 27510 is hereby amended to read as follows:

THIRTY-FIVE THOUSAND SEVEN HUNDRED FIFTY-SEVEN DOLLARS AND NO CENTS (\$35,757) shall be added to the compensation owed to CONSULTANT to cover additional services provided by the CONSULTANT that were not included in the Agreement. The total compensation from the COUNTY to the CONSULTANT for all services under the Agreement shall not exceed the sum of TWO HUNDRED SEVENTY-EIGHT THOUSAND SIX HUNDRED THIRTY-NINE DOLLARS AND NO CENTS (\$278,639). Exhibit A-2, “Additional Scope of Work” and Exhibit B-2, “Cost Summary” show the additional work provided by the CONSULTANT and the additional compensation owed to the CONSULTANT. These exhibits are incorporated herein by reference.

3. Tulare County Agreement Number 27510 is hereby amended to include Exhibit A-2, “Additional Scope of work”. Exhibit A-2 details extra services that CONSULTANT has agreed to provide. Exhibit A-2 is incorporated by reference into Tulare County Agreement Number 27510.

4. Tulare County Agreement Number 27510 is hereby amended to include Exhibit B-2 “Cost Summary”. Exhibit B-2 details the payment for the extra services CONSULTANT has agreed to provide. Exhibit B-2 is incorporated by reference into Tulare County Agreement Number 27510.

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5. This Second Amendment becomes effective as of February 26, 2019.

6. 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.

NCM ENGINEERING CORPORATION

Date February 5, 2019

By 

Print Name Steve Mislinski

Title President

Date February 6, 2019

By 

Print Name Mohan Char

Title CEO

[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: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form:
County Counsel


By  2019269 2/7/19
Deputy

Exhibit A - 2

Additional Scope of Work

Amendment No. 2 for Bridge Design Revisions & Geotechnical Analysis

The purpose of Amendment No. 2 is to add scope and budget to the NCM Engineering contract (Contract No. 27510) to revise the bridge design and plans for the revised bridge width that has been reduced from 35'-6" to 31'-6" and to perform additional geotechnical analysis. The following work plan outlines the project management and engineering tasks associated with the roadway component.

Work Plan

1.1 Project Management

This task covers additional oversight, project management and coordination associated with updating the bridge design and plans and performing the additional geotechnical analysis.

1.4 Geotechnical Analysis

1.4.1 – Foundation Restrained Lateral Movement Analysis

A Draft Foundation Report (FR) has been prepared to aid in the design of the subject structure. As part of the final design a foundation restrained lateral soil movement analysis is required to determine an accurate movement for pushover displacement capacity of the structure. Foundation restrained lateral movement analysis will be performed in general accordance with the procedures presented in Caltrans MTD 20-15, Lateral Spreading Analysis for New and Existing Bridges. As part of our evaluation, Kleinfelder will update the subsurface model for use in foundation restrained lateral movement evaluations. Kleinfelder will also coordinate with the structural bridge designer to develop an appropriate global model. For the purposes of this

evaluation we have assumed that we will evaluate one pile configuration.

1.4.2 – Update Foundation Report

After completion of the geotechnical analysis, the Foundation Report will be updated to incorporate the results of the analysis.

2.1 Final Design (65% PS&E)

2.1.1 – Bridge Design

Based on the revised bridge width, the bridge design will be updated. Design revisions will include all AASHTO LRFD load combinations, including revised seismic analysis and design. It is anticipated that the narrower bridge width will allow for elimination of one pile at each bridge support.

2.1.2 – Bridge Plans

The 65% plans will be updated to reflect the revised bridge width and foundations.

2.1.3 – Engineer's Estimate of Probable Construction Cost

Revised quantities will be developed for the narrower bridge width and foundation revisions, and the engineer's estimate will be updated accordingly.

Exhibit B - 2
Cost Summary

TULARE COUNTY
AVENUE 364 COTTONWOOD CREEK BRIDGE REPLACEMENT
COST PROPOSAL FOR CONSULTANT SERVICES (AMENDMENT NO. 2)

Contract No. _____ Date: 12/10/2018
 Consultant NCM ENGINEERING CORPORATION

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Principal	William Nascimento	_____	12 @	<u>\$95.00</u>	\$ 1,140
Project Manager	Steve Mislinski	_____	0 @	<u>\$95.00</u>	\$ 0
Senior Bridge Engineer	Robert Price	_____	40 @	<u>\$79.33</u>	\$ 3,173
Senior Bridge Engineer	Mark Stiller	_____	0 @	<u>\$63.20</u>	\$ 0
Staff Bridge Engineer	David Kim	_____	0 @	<u>\$53.45</u>	\$ 0
Staff Bridge Engineer	Kevin Zhu	_____	62 @	<u>\$29.50</u>	\$ 1,829
Staff CADD	Ray Andrasek	_____	48 @	<u>\$49.50</u>	\$ 2,376
Staff Administration	Ranju Char	_____	0 @	<u>\$25.50</u>	\$ 0
QA/QC	Mohan Char	_____	0 @	<u>\$95.00</u>	\$ 0
Subtotal Direct Labor Costs					\$ 8,518
Anticipated Salary Increases *					\$ 0
Total Direct Labor Costs					\$ 8,518

FRINGE BENEFITS

Rate	Total
_____ %	\$ _____
Total Fringe Benefits	\$ 0

INDIRECT COSTS

Rate	Total
Overhead _____ %	\$ _____
General and Administrative _____ %	\$ _____
Total <u>170.00</u> %	\$ 14,481

FEE (Profit on Direct Labor + Fringe Benefits + Indirect)

Rate	Total
<u>10.00</u> %	\$ _____
Fee (DC+FB+I)	\$ 2,300

OTHER COSTS

1. Reproduction	\$ _____
2. Copying	\$ _____
3. Plotting (Full Size Bond and Mylar Plans)	\$ _____
4. Transportation / Travel	\$ _____
5. Special Deliveries	\$ _____
6. Computer Costs	\$ _____
Subtotal Other Costs	\$ 0

FEE (Other Costs)

Rate	Total
_____ %	\$ _____
Fee (OC)	\$ 0

SUBCONTRACTOR COSTS (attach detailed cost estimate for each subcontractor)

Kleinfelder (Geotechnical Analysis)	\$ 10,457
	\$ _____
	\$ _____
	\$ _____

TOTAL COST

\$ 35,757

**TULARE COUNTY
 AVENUE 364 COTTONWOOD CREEK BRIDGE REPLACEMENT
 COST PROPOSAL FOR CONSULTANT SERVICES (AMENDMENT NO. 2)**

CLIENT: TULARE COUNTY												Date: 12/10/18	
ELEMENT: BRIDGE DESIGN FOR BR.: 46C0208												Proj:	
CONSULTANT STAFF CONSULTANT RATE	Labor Hours by Classification											Subtotal	
	1 Principal \$282.15	2 PM \$282.15	3 Sr. Br. Eng. \$235.61	4 Sr. Br. Eng. \$187.70	5 Staff Br. Eng. \$158.75	6 Staff Br. Eng. \$87.62	7 Staff CADD \$147.02	8 Staff Admin. \$75.74	9 QA/QC \$282.15	ODC	Total Hours		
TASKS / SUBTASKS													
1.1 Phase I Project Management													
1.1.1	Project Management & Coordination											12	\$3,386
1.4 Geotechnical Analysis													
1.4.1	Foundation Restrained Lateral Movement Analysis											4	\$942
1.4.2	Update Foundation Report											2	\$471
2.1 Final Design (65% PS&E)													
2.1.1	Bridge Design											72	\$9,860
2.1.2	Bridge Plans											62	\$9,172
2.1.3	Engineer's Estimate of Probable Construction Cost											10	\$1,468
2.1.4	Contract Specifications/Special Provisions												
Grand Total													
	12		40			62	48			162	\$25,300		

TULARE COUNTY
AVENUE 364 COTTONWOOD CREEK BRIDGE REPLACEMENT
COST PROPOSAL FOR CONSULTANT SERVICES (AMENDMENT NO. 2)

Contract No. _____ Date: 12/10/2018
 Consultant KLEINFELDER

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Senior Principal	Zia Zafir	_____	8 @	<u>\$81.92</u>	\$ 655
Principal	Stephen Plauson	_____	4 @	<u>\$68.51</u>	\$ 274
Project Engineer	Exequiel Sinco	_____	28 @	<u>\$39.12</u>	\$ 1,076
Staff Bridge Engineer	Alex Wright	_____	40 @	<u>\$35.88</u>	\$ 1,435
Staff CADD	Dean Farney	_____	2 @	<u>\$32.90</u>	\$ 66
Staff Administration	Shannon Jones	_____	5 @	<u>\$25.42</u>	\$ 127
		_____	0 @	_____	\$ 0
		_____	0 @	_____	\$ 0
		_____	0 @	_____	\$ 0
Subtotal Direct Labor Costs					\$ 3,633
Anticipated Salary Increases *					\$ 0
Total Direct Labor Costs					\$ 3,633

FRINGE BENEFITS

Rate	Total
_____ %	\$ _____
Total Fringe Benefits	\$ 0

INDIRECT COSTS

	Rate	Total
Overhead	_____ %	\$ _____
General and Administrative	_____ %	\$ _____
Total	<u>161.63</u> %	_____
Total Indirect Costs		\$ 5,873

FEE (Profit on Direct Labor + Fringe Benefits + Indirect)

Rate	
<u>10.00</u> %	
Fee (DC+FB+I)	\$ 951

OTHER COSTS

1. Reproduction	\$ _____
2. Copying	\$ _____
3. Plotting (Full Size Bond and Mylar Plans)	\$ _____
4. Transportation / Travel	\$ _____
5. Special Deliveries	\$ _____
6. Computer Costs	\$ _____
Subtotal Other Costs	\$ 0

FEE (Other Costs)

Rate	
_____ %	
Fee (OC)	\$ 0

SUBCONTRACTOR COSTS (attach detailed cost estimate for each subcontractor)

\$ _____
\$ _____
\$ _____
\$ _____

TOTAL COST **\$ 10,457**

**TULARE COUNTY
 AVENUE 364 COTTONWOOD CREEK BRIDGE REPLACEMENT
 COST PROPOSAL FOR CONSULTANT SERVICES (AMENDMENT NO. 2)**

CLIENT: TULARE COUNTY												Date: 12/10/18	
ELEMENT: BRIDGE DESIGN FOR BR.: 46C0208												Proj:	
CONSULTANT STAFF CONSULTANT RATE	Labor Hours by Classification											Total Hours	Subtotal
	1 Snr. Prin.	2 Prin.	3 Prj. Eng.	4 Staff Br. Eng.	5 Staff CADD	6 Staff Adm.	7	8	9	ODC	Total Hours		
\$235.76	\$197.17	\$112.58	\$103.26	\$94.68	\$73.16								
TASKS / SUBTASKS													
1.4 Geotechnical Analysis													
1.4.1	Foundation Restrained Lateral Movement Analysis										77.5	\$9,507	
1.4.2	Update Foundation Report										9	\$950	
Grand Total													
	8	4	27.5	40	2	5						86.5	\$10,456