

**FIRST AMENDMENT TO TULARE COUNTY AGREEMENT NO. 28813 FOR
SEVILLE & YETTEM WATER SYSTEM IMPROVEMENTS PROJECT**

THIS FIRST AMENDMENT TO TULARE COUNTY AGREEMENT NO. 28813 is entered into as of _____, 2019 between the COUNTY OF TULARE, referred to as "COUNTY", and PROVOST AND PRITCHARD ENGINEERING GROUP, INC., referred to as "CONSULTANT", with reference to the following:

WHEREAS, the County and Consultant entered into Tulare County Agreement No. 28813 as of February 16, 2018 for professional services related to the construction of Phase 1 of the Yettem and Seville Water System Consolidation and Improvement Project; and

WHEREAS, the County and Consultant provided in Tulare County Agreement No. 28813 for mutually acceptable changes in the scope, character, or complexity of the work to be accommodated by a supplemental agreement; and

WHEREAS, the County and Consultant have determined that additional funding is needed to complete the work under Tulare County Agreement No. 28813; and

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

ACCORDINGLY, IT IS AGREED:

1. **Clause 2: TIME FOR PERFORMANCE/TERM** of Tulare County Agreement No. 28813 is hereby replaced with the following:

TIME FOR PERFORMANCE/TERM. 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. The schedule is detailed in EXHIBIT E. This agreement shall terminate on **May 1, 2020** ~~October 1, 2019, the closeout date of the funding agreement, or the latest amendment of the closeout date thereto~~ unless otherwise terminated as provided in this agreement. 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 an amendment to the agreement. Corresponding warranted adjustments in payment will be made based upon the incorporated rate schedule.

2. **Clause 3: PAYMENT FOR SERVICES** is hereby amended to increase the total amount payable to Consultant by County under this Agreement, including all expenses, from \$292,200 to \$332,200. All other terms and conditions of **Clause 3: PAYMENT FOR SERVICES** shall remain in full force and effect.

3. **Exhibit D (“Compensation for Engineer’s Services”)** of Tulare County Agreement No. 28813 is hereby replaced with the attached Exhibit D Amendment 1.
4. Except as modified by this First Amendment, all terms and conditions of Tulare County Agreement No. 28813 as previously amended shall remain in full force and effect.
5. This agreement shall become effective as of the date first above written.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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: Jason T. Britt,
County Administrative Officer/
Clerk of the Board of Supervisors

By _____
Deputy Clerk

CONSULTANT
Provost & Pritchard Engineering Group, Inc.

By Matthew W Kemp
Name: Matthew W. Kemp
Title Vice President

By _____
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.]

Approved as to Form
County Counsel

By [Signature]
Deputy

Matr # 20181144

EXHIBIT D Amendment 1

Compensation for Engineer's Services

1. The fees for the Engineer's services are described below:

Estimated Fee	
Phase	Estimated Fee
Task 1: Project Administration	\$10,500
Task 2: Bidding Phase Services	\$9,500 \$8,962
Task 3: Engineering Services During Construction	\$44,500
Task 4: Construction Management and Construction Review of Distribution System and Storage Tank	\$177,200 \$232,738
Task 5: Construction and Materials Testing	\$50,500 \$35,500
Total Fee:	\$292,200 \$332,200

2. The Engineer's invoices shall include a breakdown of the services provided and the invoices shall only include work that has been completed. The invoiced charges shall be based on Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

3. A copy of the Engineer's current Standard Rate Schedule is attached.

4. The Engineer's billing shall not exceed ~~\$292,200~~ \$332,200. Any approved adjustments to the fees shall be made by written amendment.

**PROVOST & PRITCHARD CONSULTING GROUP
STANDARD FEE SCHEDULE
Effective 1/1/2018**

(hourly rates)

This schedule supersedes previously published fee schedules as of the effective date

ENGINEERING STAFF:

Assistant Engineer \$ 90.00 - \$110.00
Associate Engineer \$115.00 - \$135.00
Senior Engineer \$140.00 - \$170.00
Principal Engineer \$175.00 - \$215.00

SPECIALISTS:

Assistant Environmental Specialist \$ 80.00 - \$105.00
Associate Environmental Specialist \$112.00 - \$142.00
Senior Environmental Specialist \$145.00 - \$170.00
Principal Environmental Specialist \$180.00 - \$210.00
Associate GIS Specialist \$ 90.00 - \$110.00
Senior GIS Specialist \$115.00 - \$145.00
Associate Geologist/Hydrogeologist \$110.00 - \$135.00
Senior Geologist/Hydrogeologist \$145.00 - \$175.00
Water Resources Specialist \$115.00 - \$145.00

PLANNING STAFF:

Assistant Planner/CEQA-NEPA Specialist \$ 70.00 - \$ 95.00
Associate Planner/CEQA-NEPA Specialist \$100.00 - \$125.00
Senior Planner/CEQA-NEPA Specialist \$135.00 - \$160.00
Principal Planner/CEQA-NEPA Specialist \$165.00 - \$190.00

TECHNICAL STAFF:

Assistant Technician \$ 70.00 - \$ 90.00
Associate Technician \$ 95.00 - \$115.00
Senior Technician \$125.00 - \$140.00

CONSTRUCTION SERVICES:

Associate Construction Manager \$110.00 - \$130.00
Senior Construction Manager \$135.00 - \$157.00
Principal Construction Manager \$165.00 - \$195.00
Construction Manager Prevailing Wage (1) (2) \$137.00 - \$162.00

SUPPORT STAFF:

Administrative Assistant \$ 60.00 - \$080.00
Project Administrator \$ 70.00 - \$090.00
Project Manager \$120.00
Intern \$ 60.00

SURVEYING SERVICES:

LSIT Surveyor \$ 90.00 - \$110.00

Licensed Surveyor \$120.00 - \$155.00

	<u>Prev. Wage (1)</u>
1 Man Survey Crew \$160.00	\$185.00
2 Man Survey Crew \$225.00	\$265.00
2 Man Survey Crew including LS \$260.00	\$270.00
1 Man CORS Survey Crew \$175.00	
2 Man CORS Survey Crew \$225.00	
UAV (Drone) Services \$200.00	
(Field Work not including survey equipment billed at individual standard rate plus vehicle as appropriate)	

EXPERT WITNESS: As quoted.

TRAVEL TIME (for greater than 1 hour from employee's base office): \$80/hr (unless the individual's rate is less)

PROJECT COSTS:

Mileage IRS value + 0%

Outside Consultants Cost + 10%

Direct Costs Cost + 0%

(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings and Kern Counties, other counties as quoted.

(2) Overtime for Construction Services prevailing wage will be calculated at 125% of the standard prevailing wage rate.