

FIFTH AMENDMENT TO ROAD 108 WIDENING PROJECT
AGREEMENT FOR PLANNING, PRELIMINARY ENGINEERING, PRELIMINARY
RIGHT OF WAY AND ENVIRONMENTAL SERVICES

THIS FIFTH AMENDMENT TO AGREEMENT, is entered into as of _____ between the COUNTY OF TULARE, referred to as "County", and OMNI-MEANS, LTD., referred to as "Consultant", with reference to amending Tulare County Agreement Nos. 20913, 20913-A, 20913-B, 20913-C and 20913-D.

WHEREAS, the parties provided in Agreement No. 20913 for mutually acceptable changes in the scope, character, or complexity of the work to be accommodated by a supplemental agreement; and

WHEREAS, the parties have determined that additional services are needed.

ACCORDINGLY, IT IS AGREED:

1. Paragraph 1.2 is hereby added to Tulare County Agreement 20913 to read as follows:

1.2 ADDITIONAL SERVICES: Consultant will provide additional services described in the attached Exhibit A-2, which is hereby added to, and incorporated into said Agreement.

2. Paragraph 3.2 is hereby added to Tulare County Agreement 20913 to read as follows:

3.2 ADJUSTMENT IN COMPENSATION FOR SERVICES:

COMPENSATION

a. The County shall reimburse the Consultant for actual costs (including labor costs, employee benefits, overhead and other direct costs) incurred by the Consultant in performance of the work set forth in Exhibit B-1 attached hereto in the amount not to exceed \$367,832.06 for Task Order No. 1, and \$298,773.96 for Task Order No. 2, exclusive of any fixed fee.

b. In addition to the costs referred to in paragraph "a" of this Article 2, the County shall pay the consultant a fixed fee of \$13,470.62 for Task Order No. 1, and \$8,167.08 for Task Order No. 2. Said fixed fee shall not be altered unless there is a significant alteration in the scope, complexity, or character of the work to be performed.

c. Total expenditures made under this Agreement, including the fixed fee, shall not exceed the sum of \$381,302.68 for Task Order No. 1, and \$306,941.04 for Task Order No. 2, and \$688,243.72 for Task Orders 1 and 2.

d. Consultant shall identify which job classifications in Tulare County Agreement No. 20913 Exhibit B and B-1 are subject to prevailing wage rates per Article 5 of this Agreement.

e. Future increases to the wage rates listed in Exhibit B are allowed, however, the total amount to be paid shall not exceed the total compensation amount identified in this Agreement.

It is agreed that Federal Acquisition Regulations in 48 CFR 31 are the governing factors regarding allowable elements of cost.

49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local governments shall be complied with.

Any cost for which payment had been made to Consultant and are determined by subsequent audit to be unallowable under 48 CRF, Federal Acquisition Regulation System, Chapter 1, Part 31 et seq., or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Consultant to the County.

Any subcontract in excess of \$25,000.00 entered into as a result of this contract, shall contain all the provisions of this article.

3. Except as modified by this Fifth Amendment, all terms and conditions of Agreement Nos. 20913, 20913-A, 20913-B, 20913-C and 20913-D, shall remain in full force and effect.

4. This Agreement shall become effective as of the date first above written.

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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: C. BRIAN HADDIX,
County Administrative Officer/
Clerk of the Board of Supervisors
of the County of Tulare

By _____

CONSULTANT

By H. Ross Juswanit

TITLE President

By Mark R. Dwyer

TITLE Senior Vice President

Approved as to Form
County Counsel

By Michael H. P.
Deputy 1-9-07

EXHIBIT A-2

ROAD 80 WIDENING PROJECT

AMENDED SCOPE OF SERVICES

TASK ORDER 2

TASK 7 – ENVIRONMENTAL DOCUMENT

7.2.3a Historic Property Field Verification (SUBCONSULTANT, Jones & Stokes)

SUBCONSULTANT (Jones & Stokes) will conduct a full-day field verification with Caltrans' historian to field-review each of the Department of Parks and Recreation (DPR) forms included in the Road 108 Historic Property Survey Report and update forms as needed. This field verification is to confirm that all structures documented on the DPR forms still exist (some have been demolished) and that no additional structures need to be documented.

7.3.9 Identify Paleontological Resources (SUBCONSULTANT, Jones & Stokes)

Prepare memorandum discussing the paleontological setting of the project area, and identifying the potential for project impacts. This approach was suggested by Caltrans District 6. The memorandum will contain much of the information required for a Paleontological Identification Report, but because excavation for the project is shallow, the documentation will be simplified and formatted similar to a section of an environmental document. This memorandum will be reviewed by Caltrans and modified once based on comments. The memorandum will be used to support a Categorical Exclusion for NEPA and the Environmental Impact Report (EIR) discussion of paleontological impacts.

7.3 Additional Technical Study Revisions and Additional Coordination with, and Documentation for, Caltrans Biological Assessment (SUBCONSULTANT, Jones & Stokes)

Based on changes in the existing conditions in the study area identified after the biological reports were prepared and from phone conferences and meetings with Caltrans and the County, the Biological Assessment submitted to request a Biological Opinion from the U.S. Fish and Wildlife Service required two separate revisions:

- revise figures and text to remove discussion of valley elderberry longhorn beetle as the host plant, an elderberry shrub, had been removed from the project area.
- revise the report based on additional Caltrans comments to request concurrence on the impact determination for San Joaquin kit fox, instead of a Biological Opinion.

The Biological Assessment was prepared based on comments from Caltrans and five bound copies were distributed. Caltrans then requested the electronic files so that additional changes could be made. These were provided. An electronic file created from these final modified files will be provided for County records.

Natural Environment Study (SUBCONSULTANT, Jones & Stokes)

The Natural Environment Study (NES) requires revisions to remove discussion of valley elderberry longhorn beetle. Caltrans comments on the revised draft NES submitted need to be incorporated in a short timeframe and will require the commitment of additional SUBCONSULTANT resources to meet the project schedule. This task includes one final revision of the NES to remove the VELB discussion, incorporate Caltrans comments and negotiate final mitigation changes. Five copies of the final NES will be distributed.

NEPA Categorical Exclusion Coordination (SUBCONSULTANT, Jones & Stokes)

To provide simplified documentation for Federal Highways Administration (FHWA) to approve a CE from NEPA, Caltrans requested a separate reduced format and summary of: the project description, NEPA impacts, conclusions, and mitigation measures. This summary table was based on the impacts in the Environmental Assessment (EA) portion of the environmental document that was under development and was provided in Word format. An abbreviated version of the project description will also be supplied, if needed.

Technical Study Coordination (SUBCONSULTANT, Jones & Stokes)

Additional revisions to the technical studies, such as the noise and initial site assessment, have been necessary. Additional time to coordinate any concerns and make minor modifications to the SUBCONSULTANT-prepared studies, up to 15 hours, is included in this task.

7.4 Revise EIR/EA to a Stand-Alone EIR (SUBCONSULTANT, Jones & Stokes)

The EIR/EA will be revised to be a stand-alone EIR for CEQA compliance. This effort requires substantial review, modification, and rearrangement of the language and portions of the methodology used in each chapter and the integration of the CEQA impacts and conclusions into each chapter. This effort requires that the document conversion happen in a very short period of time as project schedule deadlines are critical. Comments from the County on the administrative draft EIR/EA will be integrated into the stand-alone EIR. A PDF version of the administrative draft EIR will be provided to the County for review. One round of review by the County and one modification of the EIR will occur prior to delivery of a PDF screen-check version. Only minor comments are anticipated to result from the review. Upon approval of the screen-check version, the County will produce 60 copies of the draft EIR and mail them for public distribution. SUBCONSULTANT will prepare and deliver fifteen of the copies to the State Clearinghouse.

Exhibit B-1

Table 1. Cost Estimate for Amendment to Scope of Work for Road 108 Widening PA/ED Project (October 12, 2006)

Task	Consulting Staff										Production Staff Hours						Labor Total	Direct Expenses	Total Price
	Bromund C Env Sci	Busing A Env Sci	Bowen M Env Sci	Haley K Env Sci	Hankins J Env Sci	Roark G Env Sci	Alvarez J Env Sci	Greenman J Tech Editor/Writer	Christensen L Env Sci	Subtotal	Tech Editor	Comm Spec	Graphic Artist	Admin Tech	Subtotal				
Histonic Property Field Verification	2		24	32						\$4,395.43	6	2		1	\$606.13	\$5,001.56			
Identify Paleontological Resources	14	34								\$5,536.56	6	1		1	\$539.00	\$6,075.56			
Additional Technical Study Revisions and Coordination	30				16	4	12	8	6	\$6,692.38	12		2		\$1,311.79	\$8,004.07			
Revise EIR/EA to a Stand-Alone EIR	45				32			16	16	\$9,473.11	55	32		8	\$6,396.67	#####			
Total hours	91	34	24	32	48	4	12	24	22		79	39	2	11					
Salary	\$32.11	\$38.57	\$28.84	\$20.05	\$28.12	\$24.03	\$27.09	\$21.76	\$20.00		\$21.52	\$21.35	\$26.31	\$20.96					
Overhead	\$59.67	\$71.67	\$53.59	\$37.26	\$52.28	\$44.65	\$50.34	\$40.44	\$37.17		\$39.99	\$39.67	\$48.89	\$38.95					
Fee	\$9.18	\$11.02	\$8.24	\$5.73	\$8.04	\$6.87	\$7.74	\$6.22	\$5.72		\$6.15	\$6.10	\$7.52	\$5.99					
Jones & Stokes Billing Rates	\$100.96	\$121.27	\$90.68	\$63.04	\$88.41	\$75.55	\$85.17	\$68.42	\$62.88		\$67.66	\$67.13	\$82.72	\$65.90					
Subtotals	\$9,187.18	#####	\$2,176.24	\$2,017.27	\$4,243.82	\$302.21	\$1,022.09	\$1,641.99	\$1,383.42	\$26,097.38	\$5,345.27	\$2,617.96	\$165.44	#####	\$8,853.59				
Direct Expenses																			
521.00 Meals, and Lodging																\$100			
523.02 Reproductions																\$23			
523.04 Postage and Delivery																\$80			
523.05 Travel, Auto, incl. Mileage																\$200			
Direct expense subtotal																\$5,403			
Total price																\$35,353.97			

EXHIBIT B-1**Summary Table of Compensation for Additional Services**

Task Order 1	Actual Costs	Fixed Fee	Total Expenditures
Agreement No. 20913	\$312,810.00	\$13,330.00	\$326,140.00
Revision No. 1 (Agreement No. 20913-A)	\$59,762.00	\$0.00	\$59,762.00
Revision No. 2 (Agreement No. 20913-D)	(\$4,739.94)	\$140.62	(\$4,599.32)
Revision No. 3 (Agreement No. 20913-E)	\$0.00	\$0.00	\$0.00
TASK ORDER 1 TOTAL	\$367,832.06	\$13,470.62	\$381,302.68
 Task Order 2			
Agreement No. 20913	\$227,070.00	\$8,025.00	\$235,095.00
Revision No. 1 (Agreement No. 20913-A)	\$0.00	\$0.00	\$0.00
Revision No. 2 (Agreement No. 20913-D)	\$36,349.99	\$142.08	\$36,492.07
Revision No. 3 (Agreement No. 20913-E)	\$35,353.97	\$0.00	\$35,353.97
TASK ORDER 2 TOTAL	\$298,773.96	\$8,167.08	\$306,941.04
NET CONTRACT FEE ADJUSTMENT	\$35,353.97	\$8,167.08	\$306,941.04
 GRAND TOTAL	 \$666,606.02	 \$21,637.70	 \$688,243.72