

FIRST AMENDMENT TO

TULARE COUNTY AGREEMENT NO. 31626

THIS FIRST AMENDMENT ("Amendment") to Tulare County Agreement Number 31626 (the "Agreement") is entered into by and between the COUNTY OF TULARE a political subdivision of the State of California, ("COUNTY") and DEWBERRY ENGINEERS INC. ("CONSULTANT") (and collectively as "Parties") as of

August 27, 2024, with reference to the following:

- A. The COUNTY and CONSULTANT entered into the Agreement on March 26, 2024, for the purpose of providing professional engineering consultant services; and
- B. Agreement provides for supplemental agreements, should mutually acceptable changes in the scope character, or complexity of the work become desirable; and
- C. COUNTY and CONSULTANT have determined that a change in scope is desirable; and
- D. COUNTY and CONSULTANT wish to amend the Agreement to increase the amount of compensation provided to CONSULTANT for additional services rendered to the COUNTY; and
- E. TULARE COUNTY GENERAL TERMS AND CONDITIONS SECTION 31, as referenced in the Agreement, section 5 provides for the modification of the Agreement upon the written consent of both Parties; and
- F. This Amendment reflects the mutual understanding of the Parties

ACCORDINGLY, COUNTY and CONSULTANT agree as follows:

1. Section 3 (e) "PAYMENT FOR SERVICES" of the Agreement is hereby revised, in part, to add the following language:

FOURTEEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$14,500.00) 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 MILLION ONE HUNDRED NINE THOUSAND FOUR HUNDRED SEVENTY-SIX DOLLARS AND EIGHTY-EIGHT CENTS (\$2,109,476.88). Exhibit A-1, "Additional Scope of Work" and Exhibit B-1, "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.
2. This First Amendment becomes effective as of August 27, 2024.
3. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

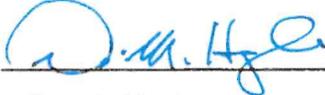
FIRST AMENDMENT TO

TULARE COUNTY AGREEMENT NO. 31626

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

Dewberry Engineers Inc.

Date: July 30, 2024

Signature: 

Print Name: Dennis Haglan

Title: Senior Vice President

Date: July 30, 2024

Signature: 

Print Name: Mike Pugh

Title: Associate Vice President

[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.]

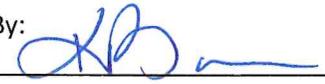
//
//
//
//
//
//
//
//

THE COUNTY OF TULARE

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

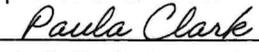
Signature: 
Larry Micari, Chair,
Board of Supervisors

Date: 8/27/2024

By: 
Deputy Clerk



Date: 8/27/2024

Approved as to Form:

Paula C. Clark, Deputy County Counsel

Date: 8/1/2024

Matter No: 20241209

Exhibit A-1
Additional Scope of Work

Avenue 152 Bridge

Scope of Work, Fee, and Schedule – VRPA Technologies

Avenue 152/Olive Avenue/North Redwood Road Intersection Analysis

July 19, 2024

SCOPE OF WORK

VRPA Technologies (VRPA) will conduct a traffic analysis of the Avenue 152/Olive Avenue/North Redwood Road intersection located just west of the City of Porterville. This will include the following tasks:

- ✓ Collection of existing AM and PM peak hour traffic counts. These counts will be scheduled to include peak travel times at nearby Summit Collegiate High School.
- ✓ Collection of 24-hour counts on Avenue 152/Olive Avenue east of North Redwood Road and on North Redwood Road just north of Avenue 152/Olive Avenue
- ✓ Analysis of existing conditions including intersection capacity analysis using the Synchro program and signal warrant analysis using the peak hour warrant from the California Manual on Uniform Traffic Control Devices (CA MUTCD).
- ✓ Future (Year 2046) conditions using the same methodology described above for future conditions. Future traffic forecasts will be determined using available model runs from the Tulare County Association of Governments (TCAG) or growth trends. No new model runs will be conducted.
- ✓ Analysis of both existing and future conditions with a traffic signal and with a roundabout installed at the intersection. The traffic signal analysis will be conducted using the Synchro program, and the roundabout (RAB) analysis will be conducted using the Sidra program.
- ✓ Documentation of the analysis described above in a ***brief*** technical memorandum. A draft of the memorandum will be circulated prior to the preparation of a final version.
- ✓ Participation in one (1) virtual meeting as necessary to discuss the study with the consultant team, Tulare County, and the City of Porterville.

FEE

The proposed fee for the scope of work described above is \$14,500.

SCHEDULE

If possible, traffic counts will be conducted before the end of the school year in May. If that is not possible, traffic counts will be conducted in September. A draft technical memorandum will be submitted to the consultant team within four weeks after receipt of the traffic counts.

Exhibit B-1
Cost Summary

**Tulare County Resource Management Agency
 Avenue 152 Over the Tule River Bridge Project - Ave 152/Olive Ave/Redwood Rd Traffic Analysis**

VRPA CONSULTANT TEAM TASK BUDGET		VRPA Technologies, Inc.													
		Hourly rates		Georgiana Vivan - President		Erik Buehr, P.E., Director of Traffic Engineering		Dena Graham Contract Admin. Outreach		Jeff Shine Sr. Transportation Planner		Nisha Pathak Transportation Engineer			
		TOTAL HOURS	TOTAL LABOR COSTS	TOTAL EXPENSES	TOTAL BUDGET							Firm Hours	Firm Labor	Firm Expenses	Firm Budget
7.3.9	Intersection Traffic Analysis	74	\$ 13,332.44	\$ 1,167.56	\$ 14,500.00	4	\$308.48	32	\$208.17	\$144.11	4	34	\$ 13,332.44	\$ 1,167.56	\$ 14,500.00
	Intersection Traffic Analysis	74	\$ 13,332.44	\$ 1,167.56	\$ 14,500.00	4		32		4		74	\$ 13,332.44	\$ 1,167.56	\$ 14,500.00
	TOTAL	74	\$ 13,332.44	\$ 1,167.56	\$ 14,500.00	4		32		4		74	\$ 13,332.44	\$ 1,167.56	\$ 14,500.00