



August 7, 2015

Mr. Fred Pezeshk, Principal Civil Engineer
County of Lake County
Department of Public Works
255 North Forbes Street
Lakeport, CA 95453

**Re: CM for Ackley Road at Manning Creek and Highland Springs Road at Highland Creek Bridges
CM for Soda Bay Road at Cole Creek Bridge
Design for St. Helena Creek at Wardlaw Street and Cooper Creek at Witter Springs Road Bridges
Amendment 1**

Dear Mr. Pezeshk:

At your request I have updated and signed the following forms:

- Exhibit 10-O1 for Ackley Rd/Highland Rd
- Exhibit 10-O2 for Ackley Rd/Highland Rd
- Exhibit 10K for Ackley Rd
- Exhibit 10K for Highland Rd
- Exhibit 10K for Soda Bay Rd
- Amendment 1 for Ackley Rd/Highland Rd
- Amendment 1 for Soda Bay Rd
- Amendment 1 for Wardlaw St and Witter Springs Rd

These documents were originally signed in my absence, and with my authorization, by Steven L. Mellon, Vice President of Quincy Engineering. By resigning these documents, I am reaffirming that Quincy Engineering is legally bound to the terms of each exhibit and amendment.

Please note that this submittals also includes updated exhibits 10H and 10K from our subconsultants Safework, Inc. and SHN Consulting Engineers & Geologists, Inc. for the Soda Bay Road project.

Please let me know if there any questions or any other information the County needs. I can be reached at (916) 368-9181 or johnq@quincyeng.com

Sincerely,

Quincy Engineering, Inc.

A handwritten signature in blue ink, appearing to read 'John Quincy', written over a light blue circular stamp.

**John Quincy, PE
President/Principal in Charge**

Attachment

AMENDMENT ONE TO AGREEMENT FOR ENGINEERING SERVICES
FOR
REPLACEMENT OF ST. HELENA CREEK BRIDGE AT WARDLAW STREET (14C-0035)
AND
REHABILITATION OF COOPER CREEK BRIDGE AT WITTER SPRINGS ROAD (14C-0102)
IN LAKE COUNTY, CALIFORNIA

THIS AMENDMENT ONE TO AGREEMENT is made this 4th day of August, 2015, by and between the County of Lake, hereinafter referred to as "COUNTY", and Quincy Engineering, Inc., hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, COUNTY and CONSULTANT have entered into an AGREEMENT dated June 2, 2015 to provide preliminary and final design, environmental services, right of way, bidding and construction assistance services in order to replace the St. Helena Creek Bridge at Wardlaw Street (14C-0035) and rehabilitate the Cooper Creek Bridge at Witter Springs Road (14C-0102); and

WHEREAS, CONSULTANT AND COUNTY desire to amend said AGREEMENT to allow for substitution of the sub-consultant for survey services and to modify the method of payment; and

WHEREAS, Article XV, Section A, "MODIFICATION", of said AGREEMENT allows modification by a written amendment executed by both parties; and

WHEREAS, COUNTY AND CONSULTANT now desire to amend said Agreement to allow for substitution of the sub-consultant for survey services and to modify the method of payment.

NOW, THEREFORE, the parties hereto agree as follows:

1. ARTICLE I, "SCOPE OF SERVICES", SECTION "A" is modified to read as follows:

- A. CONSULTANT shall perform the services described in Exhibit "A" and hereby modified by Exhibit "C", attached hereto and incorporated herein by this reference hereinafter called Scope of Work. In the event of a conflict between this Agreement and Exhibit "A", the provisions of this Agreement shall control.

2. "Compensation" under ARTICLE VI, "COMPENSATION AND TERMS OF PAYMENT" is modified to read as follows:

- C. **Compensation**: The method of payment for this contract will be based on Actual Cost-Plus-Fixed Fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in

performance of the work set forth in Exhibit "B" as hereby modified by Exhibit "C". Direct Costs for Sub-consultants will be billed as actual costs. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work.

For all services CONSULTANT shall be paid in accordance with the budget set forth in Exhibit "B" as hereby modified by Exhibit "C", provided however that the total payments to CONSULTANT shall not exceed \$507,110 for St. Helena Creek Bridge at Wardlaw Street (14C-0035), \$377,220 for Cooper Creek Bridge at Witter Springs Road (14C-0102), and a total of \$884,330 without prior written authorization by COUNTY and formal Amendment to this Agreement.

St. Helena Creek Bridge at Wardlaw Street (14C-0035); Phase 1 Only	\$366,970.00
St. Helena Creek Bridge at Wardlaw Street (14C-0035); Total	\$507,110.00
Cooper Creek Bridge at Witter Springs Road (14C-0102); Phase 1 Only	\$108,070.00
Cooper Creek Bridge at Witter Springs Road (14C-0102); Total	\$377,220.00

In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$25,772.83 (\$17,777.35 for Phase 1 Only) for St. Helena Creek Bridge at Wardlaw Street and \$18,390.69 (\$6,973.87 for Phase 1 Only) for Cooper Creek Bridge at Witter Springs Road. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

3. Exhibit "A" is modified to replace all references to "Conser Land Surveying," "Conser" and "CONSER" with "Quincy."
4. "Staff Qualification" chart in Exhibit "A" is replaced with "Staff Qualification" chart in Exhibit "C."

Except as specifically modified herein, all other terms and conditions of the AGREEMENT dated June 2, 2015 shall remain in full force and effect.

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COUNTY and CONSULTANT have executed this Amendment One to Agreement on the
day and year first written above.

COUNTY OF LAKE

Chair, Board of Supervisors

Quincy Engineering, Inc.

for John Quincy, President

VP

8/7/15

ATTEST: MATT PERRY
CLERK OF THE BOARD
OF SUPERVISORS

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

By:

By:



The within instrument is a correct
copy of the Document on file in
this office.
ATTEST: 08-04-2015
MATT PERRY
Clerk of the Board of Supervisors of
the State of California in and for the
County of Lake.
By: 