

AMENDMENT FOUR TO AGREEMENT FOR ENGINEERING SERVICES  
FOR  
REPLACEMENT OF CLOVER CREEK BRIDGE AT FIRST STREET (14C-0015)  
IN LAKE COUNTY, CALIFORNIA

THIS AMENDMENT FOUR TO AGREEMENT is made this 13th day of September, 2022, 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 February 28, 2017 to provide preliminary and final design, environmental services, right of way, bidding and construction assistance services in order to replace the Clover Creek Bridge at First Street (14C-0015); and

WHEREAS, CONSULTANT desires to amend their budget for work on various tasks; 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 complete the necessary work.

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 \$588,713.17 without prior written authorization by COUNTY and formal Amendment to this Agreement.

In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$40,383.24. 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.

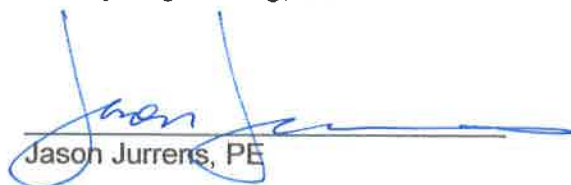
Except as specifically modified herein, all other terms and conditions of the AGREEMENT dated February 28, 2017, and as amended by AMENDMENT ONE dated September 18, 2018, AMENDMENT TWO dated October 22, 2020, and AMENDMENT THREE dated November 29, 2021, shall remain in full force and effect.

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

COUNTY OF LAKE:

Quincy Engineering, Inc.

  
Eddie Crandell (Sep 14, 2022 11:44 PDT)  
Chair, Board of Supervisors

  
Jason Jurrents, PE



ATTEST:  
SUSAN PARKER  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:  
ANITA L. GRANT  
County Counsel

By: Johanna Delong (Sep 15, 2022 08:46 PDT)

By: 



# EXHIBIT C

June 23, 2022

Mr. John Everett  
Lake County Public Works Department  
255 North Forbes, 3rd Floor  
Lakeport, CA 95453

Re: First Street Bridge over Clover Creek BRLO-5914(079)

Dear Mr. Everett:

Per our previous discussions, attached is a proposed scope of work and cost proposal for changes to our contract. We respectfully request that you process a contract amendment to include this additional work.

In summary the following tasks need to be amended (the attached scope of work provides additional detail):

Task 2 - Project Management	Time extension due to the delays in the project outside our control.	\$13,334
Task 5 - Final Design Engineering	Waterline design; changes to design criteria after TSR approval	\$62,466
Task 6 - Permits	New requirements; revegetation plan	\$24,829
Task 7 - Right of Way Services	Additional parcels	\$45,934
Task 8 - Utility Relocation	Utility owner delays and challenges with relocation design.	\$8,491
Task 10 - Construction Support	Additional effort anticipated	\$2,152
Fixed Fee	For new/additional scope	\$10,600

**Total** **\$167,806**

Please give me a call to discuss any questions or comments you may have on this proposed amendment. I can be reached at (916) 368-9181.

Sincerely,

**Quincy Engineering, Inc.**

Carolyn Davis, P.E.

Project Manager

Attachments: Hours and Cost Breakdown for the Additional Request  
Detailed scope of work

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## **Amendment 4 - Clover Creek Bridge at First Street**

Lake County, CA

June 23, 2022

### **SCOPE OF WORK**

#### **Task 2 - Project Management**

Due to time extensions and to manage the additional scope of work, we request additional budget for Project Management activities. Time extensions have been required due to factors outside the Quincy Engineering team's control - Utility coordination and Caltrans approvals.

#### **Tasks 5.1 - 5.3 Prepare Design and PS&E for Water Line Relocation to the Bridge**

Quincy will design a water line relocation to mount on the new bridge to be constructed at Clover Creek.

Construction plans, technical specifications, and engineer's opinion of probable construction costs will be prepared for pipeline relocation. Our team will coordinate with the Upper Lake County Water District (ULCWD, District) to incorporate current standard design methodologies with respect to piping materials, appurtenances, and seismic fittings and structural supports. The design will comply with ULCWD standards.

The existing water pipeline, constructed in the 1960s, is located on the north side of the roadway, but crosses to the south side of the bridge and traverses under the creek. The bridge construction will interfere with the existing pipeline; therefore, the pipeline will be taken out of service during bridge construction. If the pipeline is capped near the 45 degree bends on the west and east side of the bridge, no services will be affected. This will avoid the need to construct a temporary relocation and support of the pipe crossing the creek.

It is understood that the existing water line is 8-inch asbestos cement pipe (ACP). The ULCWD standard for new pipe is PVC C900 for buried pipe. For the bridge crossing, the District is suggesting steel pipe. At each existing bend, the bend will be removed, and a new isolation valve will be installed. These valves will be fitted with blind flanges and provided with a concrete collar, in lieu of a thrust block, to offset pressures at this temporary dead end. The isolation valves (gate valves) will provide a means to shut off the pipeline across the bridge in the future, should there be a need. The valves will be connected to the existing ACP. The steel pipeline will be supported on the north side of the bridge, which is also the upstream side of the bridge. The clearance from the bottom of the pipeline to the high water level will be clearly indicated. Our water pipeline designers and bridge designers will work closely to accommodate the pipeline passing through or around the wing wall, with adequate supports for the pipeline to be incorporated into the side of the bridge deck. The steel pipe will have a protective coating for corrosion control. Along the bridge alignment, where the pipeline is higher than the water line on either side of the bridge, an air release valve will be installed. Earthquake valves will be installed to protect the pipeline as it transitions from being fixed in the ground to the movements that may be experienced on the bridge.

developing YOUR vision | delivering YOUR project



Construction drawings will be prepared using Microstation (consistent with the rest of the road and bridge design plans), and project specifications prepared using MS Word.

Review submittals will be presented to the ULCWD and County at the 65% and 95% completion intervals, and final documents, upon completion.

Design review and QA/QC will be scheduled after the 65% and 95% submittals, and comments incorporated into the subsequent documents.

Quincy will incorporate the plans, specifications and bid items/quantities for the waterline into the PS&E contract for the bridge replacement.

Quincy will coordinate with the ULCWD as needed for their approval of the PS&E as it relates to the waterline. Quincy will also coordinate for any additional right of way needed to accommodate the waterline.

This request also includes additional time to revise the 65% plans to address changes in the design criteria (typical cross section). The 65% plans had been based on approved design criteria and coordination with the County leading up to that point. Subsequently, a change in direction was made, specifically to change the structural section and to add parking to the southwest quadrant of the project. In addition, the adjustment of right of way boundaries per Task 7.1 may require unanticipated adjustments to the final roadway design and 3d model.

#### Deliverables:

- Submittals will be provided as PDFs
- PDFs of draft plans formatted to print full size at 24"X36" paper and specifications formatted to print on 8-1/2x11 paper for the 65% and 95% submittals
- Report of Investigation
- Draft Utility Agreement between the County and ULCWD
- Final documents will be stamped and signed, in electronic format, and incorporated into the overall bridge project PS&E.

#### Fee Assumptions:

ULCWD will provide input on design standards, modifications to existing valves, and piping configuration at the connection points.

The abandonment/removal of the ACP in the creek will be part of the bridge design work and creek restoration.

Specifications will direct the contractor to remove the existing ACP, bag it, and properly dispose of the material.

Design fees assume that the water line will not need to be encased.

Review meetings will take place on the phone or in a web-based conference call, such as Skype for Business or Teams.

#### **Task 6 - Permits**

Permit application content and requirements have changed since the time of the initial cost proposal. Recent changes to the Clean Water Act permit application requires additional effort to facilitate coordination between USACE and RWQCB. This affects the Section 404 and 401 permits. The RWQCB



now requires an alternatives analysis to be developed for 401 permit applications. The CDFW 1600 permit application has also changed to an online registration and application, this will require additional coordination between Gallaway/Quincy and the County. The Incidental Take Permit has also changed since the original scope of work and budget were developed, and requires additional effort. We are requesting a budget increase for the increased effort for preparing permit applications, including the Optional Task for the Incidental Take Permit.

### **Task 6.2: Restoration Plan**

A restoration plan to address the requirements of the CDFW 1600/LSAA agreement, the Incidental Take Permit and to fulfill the requirements or Mitigation Measure GEO-1 from the CEQA document is required. Gallaway Enterprises will prepare a restoration plan with performance/success criteria to address CDFW and Mitigation Measure GEO-1 on-site revegetation requirements. Project as-builts including pre- and post topographic contours will be supplied by Quincy Engineering.

Quincy Engineering will include incidental planting details in the PS&E (i.e. willow planting in RSP), but we assume there won't be any irrigation design or long term success monitoring, and that this would be incorporated as a separate mitigation project.

**Deliverable:** Restoration Plan

**Assumptions:** One (1) review of Restoration Plan for each entity: Quincy and the County

### **Task 7.1 Surveying**

Additional effort is required for establishing the existing right of way and parcel boundaries in order to prepare right of way acquisition documents. This additional effort is due to the lack of sufficient survey markers found during the initial topographic survey and boundary field work. Quincy surveyors will perform additional field work to verify and determine the existing boundaries. This is anticipated to require 16 hours for field and office work. We anticipate overtime will be required as the field work will include a 10 hour day, and the funding requires prevailing wage.

The original scope of work included plat maps and legal descriptions for four parcels (027-195-090, 027-197-050, 027-196-010, 027-221-110). As the design has progressed, it has been determined that an additional two parcels (027-197-060 and 027-221-120) will be impacted by Temporary Construction Easements. Quincy will prepare the additional TCE documents (plats/legal descriptions).

### **Tasks 7.2 and 7.3 - Right of Way Appraisals and Acquisitions**

Similar to Task 7.1, additional budget is required for the additional two parcels for appraisals and acquisitions. Bender Rosenthal will prepare the additional appraisals and negotiate for the acquisitions. The original contract assumed waiver valuations would be prepared for all appraisals.

Additional information on the construction and impacts to the properties, along with the increase in real estate values since 2016, has resulted in a new recommendation to perform full appraisals and independent appraisal reviews on three of the parcels affected. The other three are assumed to be waiver valuations.

### **Task 8.1 Utility Coordination**

Additional effort has been required to coordinate utility relocations for AT&T and PG&E.

AT&T's underground fiber optic line has required additional analysis to determine if their line could be left in place with the box culvert construction occurring over the existing concrete encased line.



Additional meetings were held, and QEI prepared exhibits and had several phone conferences to determine the nature of the AT&T conflict and potential solutions to avoid relocation (this included analysis to change the box culvert design, to reinforce or strengthen the soil under the box culvert, in addition to looking more carefully at the existing underground line location based on potholing information and record drawings from AT&T).

PG&E modified their relocation design several times due to challenges with obtaining the appropriate land rights required. Quincy participated in several phone calls and developed exhibits based on the various relocation configurations provided by PG&E.

While some of this coordination is anticipated for utility relocations, these two relocations have exceeded the typical level of effort that would be expected. We are respectfully requesting additional time for this task to complete the utility relocation coordination.

#### **Task 8.2 ROI/Utility Agreement**

Quincy will utilize the Optional Scope of Work and Budget for Task 8.2 to prepare a Report of Investigation and Assist with drafting a Utility Agreement for the waterline relocation. We understand the County will coordinate with Caltrans for the funding authorization required for participation in the waterline relocation.

#### **Task 10 - Construction Support**

We are requesting that construction support budget be increased. We are basing the increase on current costs. We also anticipate that the effort to support the County will be similar in scope and scale to other recently completed construction support efforts. Our original contract budget provided minimal support.

#### **Exclusions:**

Our contract, as amended, will not include record of survey, nor water quality treatment design or calculations.

#### **Escalation of Costs**

The original contract was executed in February 2017. The original contract terminated (with construction completion) in December 2020. The delays to the project extend back to the initial contract execution. Additional time was needed to amend the contract for a larger APE and additional cultural resource studies (2018), and to revise the design and minimum criteria (typical section) based on County direction from the previously approved type selection/design criteria. Additional time was also needed to identify and coordinate relocations for utilities as well as coordination with the County regarding the County's policy and design standards related to the MS4 NPDES Water Quality Permit.

To date, our consultant team has not requested additional budget for escalation of costs. We respectfully request that the rate ranges for various classifications be updated in accordance with the attached 10H forms. In addition, we are requesting an escalation for the remaining budgets for Quincy Engineering, Bender Rosenthal, and Gallaway to complete the remaining tasks. Our amendment request includes escalation of rates. We will continue to invoice the project at the ACTUAL rates paid to staff, in accordance with our contract terms, and per the revised 10H enclosed.



Exhibit 10-H1 Cost Proposal  
Actual Cost-Plus-Fixed Fee Contracts

Prime Consultant  Subconsultant

Consultant **Quincy Engineering, Inc.**  
Project Name **First Street Bridge BRLO 5914(079)**  
Project No. **17-L010.00-14**

Contract No. **N/A** Date **6/23/2022**

**DIRECT LABOR**

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Engineer	Jurens, Jason	JPJ	\$75-\$130	0	\$ 100.00	\$ -
Senior Project Manager	Davis, Carolyn	CDD	\$60-\$120	84	\$ 92.70	\$ 7,788.80
Senior Engineer	McCauley, Scott	SAM	\$50-\$120	40	\$ 79.00	\$ 3,160.00
Associate Engineer	Mitchell, Andrew	AKM	\$40-\$85	138	\$ 66.59	\$ 9,189.42
Senior Engineer	Griesinger, Bob	BG	\$50-\$120	4	\$ 76.93	\$ 307.72
Principal Engineer	Scroggs, Linda	LSc	\$75-\$130	42	\$ 80.00	\$ 3,360.00
Associate Engineer	Postlewaite, Greg	GP	\$40-\$85	56	\$ 56.89	\$ 3,185.84
Engineering Designer II	Johnson, Chad	Cjo	\$36-\$66	136	\$ 39.18	\$ 5,328.48
Engineering Designer II	Dixon, Mark	MAD	\$36-\$66	22	\$ 40.08	\$ 881.76
Senior Engineer	Gallagher, Kelly	KJG	\$50-\$120	4	\$ 84.18	\$ 336.73
Senior Engineer	Young, Gregory	GRY	\$50-\$120	0	\$ 88.20	\$ -
Survey Manager	Irish, Seth	SHI	\$60-\$90	14	\$ 84.00	\$ 1,176.00
Project Surveyor	Dabu, Alfonso	ADD	\$40-\$70	60	\$ 48.20	\$ 2,891.70
Assistant	Acol, Desiree	DVA	\$27-\$55	12	\$ 38.46	\$ 461.52
Engineering Designer II	Williams, Kevin	KDW	\$36-\$66	0	\$ 43.50	\$ -
Student Intern	Dambacher, Mason	MRD	\$18-\$26	16	\$ 20.00	\$ 320.00
CAD Tech	Kenny, Patrick	PSK	\$25-\$60	32	\$ 38.00	\$ 1,216.00
Engineering Designer I	Truchement, Thomas	TLT	\$30-\$50	0	\$ 39.61	\$ -
				<b>660</b>		<b>\$ 39,601.97</b>

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$39,601.97  
 b) Estimated Salary Increases for Multi-Year Project \$1,202.66 (see calculation page attached)  
**c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$40,804.63**

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 39.00%):  
 e) Total Fringe Benefits [(c) x (d)] \$15,913.80  
 f) Overhead (Rate: 134.23%):  
 g) Overhead [(c) x (f)] \$54,772.05  
 h) General Administration (Rate: 0.0%):  
 i) Gen & Admin [(c) x (h)] \$0.00  
**j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$70,685.86**

**FIXED FEE**

k) Fixed Fee (10.0%): **l) TOTAL FIXED FEE [(c) + (j)] x (k) \$11,149.05**

**CONSULTANT'S OTHER DIRECT COSTS (ODC)**

Travel (@ active IRS mileage rate)	300 miles @	\$0.585	\$175.50
Pier Diem/ Hotel	days @	\$150.00	\$0.00
Delivery	0 @	\$20.00	\$0.00
Vendor Reproduction			
	Vellum @	\$0.00	\$0.00
	8 1/2 X 11 Reproduction @	\$0.00	\$0.00
	11 X 17 Reproduction @	\$0.00	\$0.00
	Mounting Boards for Presentations @	\$0.00	\$0.00
	Newsletters (Translation and printing) @	\$0.00	\$0.00
	<u>Subtotal Vendor Reproduction</u>		<u>\$0.00</u>
Title Report	0 @	\$0.00	\$0.00
Miscellaneous			<u>\$0.00</u>
<b>m) TOTAL OTHER DIRECT COSTS</b>		<b>\$175.50</b>	<b>\$175.50</b>

**n) SUBCONSULTANT COSTS (attach detailed cost proposal for each subconsultant)**

Gallaway	\$17,490.63
BRI	\$27,500.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
<u>0</u>	<u>\$0.00</u>
	<b>\$44,990.63</b>

**o) TOTAL COST [(c) + (j) + (l) + (m) + (n)] \$167,805.66**

**NOTES:**

- Key personnel marked with an asterisk (\*).
- Employees subject to prevailing wage marked with two asterisks (\*\*).
- Anticipated salary increases calculation (Item 'b') on attached page.
- Note: Invoices will be based upon actual QEI hourly rates plus overhead at 173.23% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.

**EXHIBIT 10-H1 COST PROPOSAL**  
**ACTUAL COST-PLUS-FIXED FEE CONTRACTS**  
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Quincy Engineering, Inc. Contract No. N/A Date 6/23/2022  
 0

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$ 39,601.97	660	=	\$60.00	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Proposed Escalation =	5.0%		
	Avg Hourly Rate	Proposed Escalation		
Year 1	\$60.00	+ 2.5%	=	\$61.50 Year 1 Avg Hourly Rate
Year 2	\$61.50	+ 5.0%	=	\$64.58 Year 2 Avg Hourly Rate
Year 3	\$64.58	+ 5.0%	=	\$67.81 Year 3 Avg Hourly Rate
Year 4	\$67.81	+ 5.0%	=	\$71.20 Year 4 Avg Hourly Rate
Year 5	\$71.20	+ 5.0%	=	\$74.76 Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	40.00%	*	660.0	=	264.0	Estimated Hours Year 1
Year 2	30.00%	*	660.0	=	198.0	Estimated Hours Year 2
Year 3	30.00%	*	660.0	=	198.0	Estimated Hours Year 3
Year 4	0.00%	*	660.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	660.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	660.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$60.00	*	264	=	\$15,840.79	Estimated Hours Year 1
Year 2	\$61.50	*	198	=	\$12,177.00	Estimated Hours Year 2
Year 3	\$64.58	*	198	=	\$12,786.84	Estimated Hours Year 3
Year 4	\$67.81	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$71.20	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation	=		=	\$40,804.63	
	Direct Labor Subtotal before Escalation	=		=	\$39,601.97	
	Estimated total of Direct Labor Salary Increase	=		=	\$1,202.66	Transfer to Page 1

NOTES:

- This assumes that an average of one half year will be worked at the rate on the cost proposal.

**EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3**

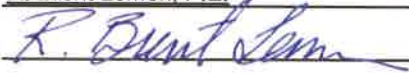
**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost of Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: R. Brent Lemon, P.E. Title \*: Principal Engineer  
Signature:  Date of Certification (mm/dd/yyyy): 05/13/2022  
Email: brentl@quincyeng.com Phone Number: 916.368.9181  
Address: 11017 Cobblerock Drive Suite 100 Rancho Cordova, CA 95670

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract

List services the consultant is providing under the proposed contract:

Engineering design, PS&E; Project Management

Clover Creek at First Street Change Order 2  
Galloway Enterprises

No	Task	Initial Hourly Rates						Labor Subtotals	ICR 1.21%	Fee	Total/Task
		Sr. Biologist/ PM	Sr. Planner/ PM	GIS Analyst	Biologist	Clerical					
1	Project Meeting				\$30	\$22	\$460	\$556.60	\$101.66	\$1,118.26	
6.1.a	CWA 404		10	18	10	1	\$1,000	\$1,210.00	\$221.00	\$2,431.00	
6.1.b	RWQCB 401		8	6	40	1	\$1,770	\$2,141.70	\$391.17	\$4,302.87	
6.1.c	CDFW 1600		8	6	16	1	\$1,050	\$1,270.50	\$232.05	\$2,552.55	
6.2	CDFW ITP		2		12	1	\$474	\$573.54	\$104.75	\$1,152.29	
6.3	Restoration Plan		40	10	4	1	\$2,282	\$2,761.22	\$504.32	\$5,547.54	
	Subtotal-Hours	0	71	40	82	5	198				
	Other Direct Costs:mileage	0					\$0				
	Total Labor	\$ -	\$ 3,266.00	\$ 1,200.00	\$ 2,460.00	\$ 110.00	\$ 7,036.00				
	Total Labor with ICR (121%)							\$8,513.56	\$1,554.96	\$ 17,104.52	
	Total Fee									0.00	
	Total Burdened Labor									386.10	
	Total Subcontractors									\$17,490.62	
	Total Direct Cost										
	Total Labor/Direct Cost(Including subcontractors)										

no mark-ups

## COST PROPOSAL

CONTRACT No. \_\_\_\_\_  
 CONSULTANT Gallaway Enterprises, Inc

Date 17-Jun-22

**DIRECT LABOR**

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Sr. Biologist/Project Manager	Jody Gallaway		@	\$ 55.00	\$ -
Sr. Planner/Project Manager	Kevin Sevier/Elena Gregg		71.0 @	\$ 46.00	\$ 3,266.00
Biologist	Brittany Reaves		82.0 @	\$ 30.00	\$ 2,460.00
GIS Analyst 1	Anthony McLaughlin		40.0 @	\$ 30.00	\$ 1,200.00
Administrator / Clerical	Ganna Kleppe		5.0 @	\$ 22.00	\$ 110.00
			@	\$	\$ -

**Subtotal Direct Labor Costs** \$ 7,036.00

**Total Direct Labor Costs** \$ 7,036.00

**FRINGE BENEFITS**

Fringe Benefits	<b>Rate</b>	<b>Total</b>
	34.00%	\$ 2,392.24
<b>Total Fringe Benefits</b>		<b>\$ 2,392.24</b>

**INDIRECT COSTS**

Overhead/General and Administrative	<b>Rate</b>	<b>Total</b>
	87.00%	\$ 6,121.32
<b>Total Indirect Costs</b>		<b>\$ 6,121.32</b>

**FEE**

\$ 1,554.96

**Direct Cost**

Mileage (@.585/mi)	660 miles	
		\$ <u>386.10</u>
		\$ _____

**Total Direct Costs** \$ \_\_\_\_\_

\$ 386.10

**TOTAL COSTS**

**\$ 17,490.62**

**EXHIBIT 10-H1 COST PROPOSAL** Page 1 OF 3  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

**Note: Mark-ups are Not Allowed**      **Prime Consultant**      **X Subconsultant**      **2nd Tier Subconsultant**  
**Consultant**      **Bender Rosenthal, Inc.**  
 Project No. Clover Creek Bridge at First Street (079)      Contract No. Lake County      Date 5/2/2022

**DIRECT LABOR**

Classification/Title	Name	hours	Actual Hourly	Total
Senior Project Manager	Lindy Lee*	8	\$100.00	\$800.00
Right of Way Specialist	Mike Lahodny	5	\$67.70	\$338.50
Senior Project Coordinator	Rebekah Green	10	\$62.00	\$620.00
Project Coordinator	Gabby Hawkins	20	\$39.00	\$780.00
Appraiser, MAI	Dave Houghton	10	\$72.12	\$721.20
Appraiser	Ross Campbell	20	\$49.00	\$980.00
Appraiser	Tom Leonard	20	\$45.00	\$900.00
Appraiser	Angela Hernandez	20	\$45.00	\$900.00
Researcher	Lisa Besso	4	\$38.00	\$152.00
Researcher	Robert Reid	4	\$26.00	\$104.00
Researcher	Robert Allen	4	\$26.00	\$104.00
Researcher	Dan Sellary	4	\$32.00	\$128.00
Researcher	Alysia Corey	4	\$32.00	\$128.00
Researcher	Dustin King	2	\$28.00	\$56.00
Researcher	Lawrence Clark	2	\$28.00	\$56.00
Researcher	Nicolas Maniscalco	2	\$26.00	\$52.00
Researcher	Fred McGrew	2	\$32.00	\$64.00
Acquisition Agent	Suzzan Arnold	4	\$55.00	\$220.00
Acquisition Agent	Joe Zapata	4	\$52.00	\$208.00
Acquisition Agent	Robert Woodard	4	\$50.00	\$200.00
Acquisition Agent	Vivian Thompson	16	\$50.00	\$800.00
Acquisition Agent	Lucas Smith	16	\$53.00	\$848.00
Administrative Support	Aly Bell	5	\$36.00	\$180.00
Administrative Support	Taylor McGinnis	4	\$23.00	\$92.00
Administrative Support	Cynthia Begley	4	\$40.00	\$160.00
Administrative Support	Margo Hargrove	4	\$29.00	\$116.00
Administrative Support	Quan King	4	\$30.00	\$120.00

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$9,827.70  
 b) Anticipated Salary Increases (see page 2 for calculation) \$147.42  
**c) TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$9,975.12

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 64.80%) e) Total Fringe Benefits [(c) x (d)] \$6,463.87  
 f) Overhead (Rate: 11.08%) g) Overhead [(c) x (f)] \$1,105.24  
 h) General and Administrative (Rate: 28.19%) i) Gen & Admin [(c) x (h)] \$2,811.99  
**j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$10,381.10

**FIXED FEE** (Rate: 10.00%) **k) TOTAL FIXED FEE [(c) + (j)] x (q)** \$2,035.62

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Shipping	5	Package	\$ 34.47	\$ 172.33
Mileage Costs	745	Miles	\$ 0.59	\$ 435.83
<b>l) TOTAL OTHER DIRECT COSTS</b>				<b>\$ 608.16</b>

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Independent Appraisal Reviews Three (3) - Sierra West Valuation Inc. \$ 4,500.00  
**m) TOTAL SUBCONSULTANTS' COSTS** \$ 4,500.00

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$5,108.16

**TOTAL COST [(c) + (j) + (k) + (n)]** \$27,500.00

NOTES:

1. Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

**EXHIBIT 10-H1 COST PROPOSAL** Page 2 of 3  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$9,827.70	206	=	\$47.71	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$47.71	+	3.0%	=	\$49.14	Year 2 Avg Hourly Rate
Year 2	\$49.14	+	3.0%	=	\$50.61	Year 3 Avg Hourly Rate
Year 3	\$50.61	+	3.0%	=	\$52.13	Year 4 Avg Hourly Rate
Year 4	\$52.13	+	3.0%	=	\$53.69	Year 5 Avg Hourly Rate
Year 5	\$53.69	+	3.0%	=	\$55.31	Year 6 Avg Hourly Rate
Year 6	\$55.31	+	3.0%	=	\$56.96	Year 7 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	206.0	=	103.0	Estimated Hours Year 1
Year 2	50.00%	*	206.0	=	103.0	Estimated Hours Year 2
Year 3	0.00%	*	206.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	206.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	206.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	206.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	206.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$47.71	*	103.0	=	\$4,913.85	Estimated Hours Year 1
Year 2	\$49.14	*	103.0	=	\$5,061.27	Estimated Hours Year 2
Year 3	\$50.61	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$52.13	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$53.69	*	0.0	=	\$0.00	Estimated Hours Year 5
Year 6	\$55.31	*	0.0	=	\$0.00	Estimated Hours Year 6
	Total Direct Labor Cost with Escalation			=	\$9,975.12	
	Direct Labor Subtotal before Escalation			=	\$9,827.70	
	Estimated total of Direct Labor Salary Increase			=	<b>\$147.42</b>	Transfer to Page 1

**NOTES:**

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

**Certification of Direct Costs:**


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: David B. Wraa Title \*: President  
Signature:  Date of Certification (mm/dd/yyyy): 5/2/2022  
Email: d.wraa@benderrosenthal.com Phone Number: (916) 978-4900  
Address: 2825 Watt Avenue, Suite 200, Sacramento, CA 95821

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

ROW Project Management, Appraisals, Appraisal Reviews, Waivers, Acquisitions, ROW Cert