

AGREEMENT FOR ENGINEERING SERVICES  
FOR  
HILL ROAD MP 7.75 LANDSLIDE REPAIR  
LAKEPORT, CALIFORNIA

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the COUNTY of Lake, hereinafter referred to as "COUNTY", and Quincy Engineering, Inc., hereinafter referred to as "CONSULTANT".

WHEREAS, COUNTY has identified a need to repair the landslide along Hill Road at MP 7.75; and

WHEREAS, preliminary and final design, right of way, bidding and construction assistance services will be required for the above-mentioned bridges, hereinafter referred to as "PROJECT"; and

WHEREAS, CONSULTANT is a licensed professional Civil Engineer in the State of California and is qualified and willing to provide said services.

NOW, THEREFORE, it is mutually agreed by the parties as follows:

**I.**  
**SCOPE OF SERVICES**

- A. CONSULTANT shall perform the services described in Exhibit "A", 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.
- B. Time of Beginning and Completion of Services: Work on the PROJECT shall begin no later than five (5) calendar days after CONSULTANT's receipt of a COUNTY issued Notice to Proceed. CONSULTANT shall perform services within the times or by the dates provided in Exhibit "A", which by reference is made a part hereof, except that, if applicable, the schedule may be adjusted to reflect any delay in issuance of the Notice to Proceed, or other delay factors not subject to CONSULTANT control.

**II.**  
**COUNTY'S RESPONSIBILITIES**

The COUNTY's responsibilities will include the payment for the CONSULTANT's services and the time period within which payment must be made. Additionally, the COUNTY may agree to provide certain information, documents, work space, and/or materials.

- A. COUNTY Furnished Data: COUNTY will provide to CONSULTANT all data in COUNTY's possession relating to CONSULTANT's services on the PROJECT.
- B. Access to Facilities and Property: COUNTY will make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its services. COUNTY will be responsible for all acts of COUNTY's personnel.
- C. Advertisements, Permits, and Access: Unless otherwise agreed to in the Scope of Services, COUNTY will obtain, arrange and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services.
- D. Timely Review: COUNTY will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as COUNTY deems appropriate; and render in writing decisions required by COUNTY in a timely manner.

- E. Prompt Notice: COUNTY will give prompt written notice to CONSULTANT whenever COUNTY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's services, or of any defect in the work of CONSULTANT.
- F. Environmental Clearances: COUNTY will be responsible for all environmental clearances.
- G. Asbestos or Hazardous Substances and Indemnification: If asbestos or hazardous substances in any form are encountered or suspected, CONSULTANT will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

If asbestos is suspected, CONSULTANT will if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.

To the maximum extent permitted by law, COUNTY will indemnify CONSULTANT and CONSULTANT's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation or dispute resolution expenses arising out of or relating to the presence, discharge, release, or escape of hazardous substances, contaminants, or asbestos on, under, or from the PROJECT.

### III.

#### CONSULTANT'S REPORT AND/OR MEETINGS

- A. The CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the COUNTY's Project Manager to determine if the CONSULTANT is performing to expectations or is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so remedies can be developed.
- B. The CONSULTANT's Project Manager shall meet with the COUNTY's Project Manager as needed to discuss progress on the project(s).

### IV.

#### SUBCONTRACTOR/DBE PARTICIPATION

##### **A. Subcontractors**

1. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Agency's obligation to make payments to the Contractor.
2. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
3. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the Agency.
4. Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

##### **B. Disadvantaged Business Enterprise (DBE) Participation**

1. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who

obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

2. If the contract has a DBE goal, the Consultant must meet the DBE goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
3. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the local agency deems appropriate.
4. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

#### **C. Performance of DBE Consultant and other DBE Subconsultants/Suppliers**

1. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.
2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
3. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

#### **D. Prompt Payment of Funds Withheld to Subcontractors**

1. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subconsultant performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

2. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

**E. DBE Records**

1. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
2. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Manager.

**F. DBE Certification and Decertification Status:**

If a DBE sub-consultant is decertified during the life of the Agreement, the decertified sub-consultant shall notify the Consultant in writing with the date of decertification. If a sub-consultant becomes a certified DBE during the life of the Agreement, the sub-consultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days.

**V.  
PREVAILING WAGE**

- A. The CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all federal, state, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

**VI.  
COMPENSATION AND TERMS OF PAYMENT**

Payment to CONSULTANT will be made as follows:

- A. **Invoices and Time of Payment:** Monthly invoices will be issued by CONSULTANT for all services performed under this Agreement. Invoices shall reference the project title and include a detailed breakdown of work items and unit costs by task and project site with a summary of all work completed to date and the cost of work remaining. Undisputed invoices shall be paid within 30 days of receipt. Each invoice will include a 5% retention amount.

Invoices shall be mailed to the Contract Manager, Fred Pezeshk, at the following address:

County of Lake  
Public Works Department  
255 N. Forbes Street, Room 309  
Lakeport, California 95453  
Attn: Fred Pezeshk

Upon satisfactory completion of services enumerated in ARTICLE I herein, the final payment of any balance will be due upon receipt of the final invoice. The final invoice should be submitted within 60-calendar days after completion of the CONSULTANT's work.

- B. **Interest:** Interest at the rate of 1-1/2% per month, or that permitted by law if lesser, will be charged on all past-due amounts starting thirty (30) days after receipt of invoice and required documentation. Payments will first be credited to interest and then to principal.

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. COUNTY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

If COUNTY fails to make payment in full to CONSULTANT for services within sixty (60) days of the date due for any uncontested billing, CONSULTANT may, after giving seven (7) days written notice to COUNTY, suspend services under this Agreement until paid in full, including interest. In the event of suspension of services, CONSULTANT will have no liability to COUNTY for delays or damages caused COUNTY because of such suspension of services.

- C. **Compensation:** The method of payment for this contract will be based on actual cost plus a 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 "A". 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", provided however that the total payments to CONSULTANT shall not exceed \$209,000 (\$104,000 for Phase-1 and \$105,000 for Phase-2) 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 \$11,610 (\$4,130 for Phase-1 and \$7,480 for Phase-2). 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.

## **VII.** **TERM**

This Agreement shall commence on the date hereinabove entered into and shall terminate on December 31, 2020, unless earlier terminated as hereinafter provided. This term may be extended an appropriate period of time in case of unavoidable delays and for consideration of corresponding warranted adjustments in payment by modification of this agreement as hereafter provided.

**VIII.**  
**DUE PERFORMANCE - DEFAULT**

Each party to this Agreement undertakes the obligation that the other's expectation of receiving the performance due under the terms of this Agreement will not be impaired. Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default. If the party in default does not cure the default within ten (10) days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure shall be in writing executed by both parties and must specify the reason(s) for the extension and the date the extension of time to cure expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

**IX.**  
**TERMINATION**

This Agreement may be terminated as follows:

- A. By mutual written consent of the parties; or
- B. By COUNTY or Director of Public Works upon thirty (30) days written notice to CONSULTANT.

Upon termination prior to the full and satisfactory completion of CONSULTANT's performance under this Agreement, COUNTY shall not be liable to pay CONSULTANT the total compensation set forth in Article VI of this Agreement, but CONSULTANT shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the CONSULTANT covered by this Agreement. Upon termination of this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in the COUNTY, and no further agreement will be necessary to transfer ownership to the COUNTY.

**X.**  
**INSURANCE**

CONSULTANT shall not commence work under this Agreement until he has obtained all the insurance required herein, certificates of insurance have been submitted to COUNTY, and said insurance has been approved by COUNTY. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to COUNTY, ten (10) days' notice if cancellation is due to nonpayment of premium.

CONSULTANT shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

Any failure of CONSULTANT to maintain the insurance required by this provision, or to comply with any of the requirements of this provision, shall constitute a material breach of the entire Agreement. COUNTY shall not be responsible for any premiums or assessments on the policy.

Certificates evidencing the issuance of the following insurance shall be filed with COUNTY within ten (10) days after the date of execution of this Agreement by CONSULTANT and prior to commencement of work hereunder.

- A. **Compensation Insurance.** CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, Workers' Compensation Insurance and Employer's Liability Insurance as required by the State of California, for all employees to be engaged in work. In any

case of such work sublet, CONSULTANT shall require subcontractor similarly to provide Employer's Liability Insurance and Workers' Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by CONSULTANT's Workers' Compensation Insurance and Employer's Liability Insurance. Employer's Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

- B. **Commercial General Liability.** CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, upon himself and his employees at all times during the course of this Agreement, Commercial General Liability Insurance (Occurrence Form CG 0001) for bodily injury, personal injury, and broad form property damage, in an amount of not than One Million dollars (\$1,000,000.00) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: Personal and advertising injury, Premises-operations, Products and completed operations, Blanket contractual, and Independent CONSULTANT's liability. If such policy includes an aggregate limit, such aggregate limit shall be at least double the per occurrence limit required herein.
- C. **Automobile Liability Insurance.** CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased, and non-owned vehicles used in connection with CONSULTANT's business in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit coverage per occurrence.
- D. **Professional Liability Insurance.** CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this Agreement caused by errors, omissions, or other acts for which CONSULTANT, its employees, subcontractors, and agents, are liable. Said insurance shall be written with limits of not less than One Million Dollars (\$1,000,000.00). If said insurance is written on a "claims made" form, insurance shall be maintained and evidence of insurance must be provided for at least one (1) year after completion of the work under this Agreement.
- E. **Subcontractors.** CONSULTANT shall include all subcontractors as insured under the aforesaid policies or shall furnish separate certificates and endorsements to the COUNTY for each subcontractor which shall be subject to review and approval by COUNTY. All insurance coverages for subcontractors shall be subject to each of the requirements hereinabove and contain the additional insured endorsements required of CONSULTANT described with particularity hereinbelow.
- F. **Additional Insured Endorsement.** The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The COUNTY, its officers, officials, employees, and designated agents are to be covered as additional insureds and shall be added in the form of an endorsement to CONSULTANT's insurance on Form CG 20 10 11 85. CONSULTANT shall not commence work under this Agreement until he has had delivered to COUNTY the Additional Insured Endorsements required herein. This provision is not intended to extend to construction contractors contracted by the COUNTY to perform the work of improvement.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

- G. **Other Insurance Provisions.** For any claims related to the work performed under this Agreement by CONSULTANT, the CONSULTANT's insurance coverage shall be primary insurance as to the COUNTY, its officers, officials, employees, designated agents and appointed volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, designated agents or appointed volunteers shall be in excess of the CONSULTANT's insurance and shall not contribute with it.

Any deductibles or self-insured retentions must be declared to and approved by COUNTY. At the option of COUNTY, either CONSULTANT shall reduce or eliminate such deductibles or self-insurance retentions as they apply to COUNTY or CONSULTANT shall provide a financial guarantee satisfactory to COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense and defense-related expenses.

Insurance coverage required of CONSULTANT under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONSULTANT for liability in excess of such coverage, nor shall it preclude COUNTY from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of COUNTY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

If any insurance coverage required by this Agreement is provided on a "Claims Made", rather than "occurrence" form, CONSULTANT agrees to maintain required coverage for a period of three years after the expiration of this Agreement (hereinafter, "Post Agreement Coverage") and any extensions thereof. CONSULTANT may maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This subprovision is contingent upon Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for Post Agreement Coverage shall be deemed to be reasonable.

COUNTY shall include a provision in its contract with the general contractor hired to perform the work of improvement a provision requiring that the general contractor and all of its subcontractors maintain general liability insurance of not less than \$1,000,000 and that such insurance include the COUNTY, its officers, officials, employees, designated agents, appointed volunteers and the CONSULTANT, as additional insureds.

**XI.**  
**INDEMNIFICATION - HOLD HARMLESS**

Each Party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, that arise out of, pertain to, or relate to its own negligent acts and/or omissions, recklessness, or willful misconduct which caused said claim, demand, liability, loss, damage, cost expense, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party. CONSULTANT's liability hereunder shall be limited by the COUNTY to the amount of the available coverage under CONSULTANT's insurance coverage as described in Section X. herein.

CONSULTANT's obligations under this Section shall survive the termination of the Agreement.

**XII.**  
**CONSULTANT'S WARRANTIES**

CONSULTANT hereby makes the following representations and warranties:

- A. **Standard of Care.** CONSULTANT represents that it is specially trained, licensed, experienced, and competent to perform all the services, responsibilities, and duties specified herein and that such services, responsibilities, and duties shall be performed, whether by CONSULTANT or designated subcontractors, in a manner according to generally accepted practices of the engineering profession.

If COUNTY determines that any of CONSULTANT's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONSULTANT to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONSULTANT to correct the work at no additional charge to generally accepted standards and practices of the engineering profession; (c) terminate this Agreement pursuant to the provisions of Article IX; or (d) pursue any and all other remedies at law or in equity.

Assigned Personnel:

1. CONSULTANT shall assign only competent personnel to perform work hereunder. In the event that at any time COUNTY, in its sole discretion, desires the removal of any person or persons assigned by CONSULTANT to perform work hereunder, CONSULTANT shall remove such person or persons immediately upon receiving written notice from COUNTY.
2. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by COUNTY to be key personnel whose services were a material inducement to COUNTY to enter into this Agreement. CONSULTANT shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of COUNTY. With respect to performance under this Agreement, CONSULTANT shall employ the key personnel identified in Exhibit "A".
3. In the event that any of CONSULTANT's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of CONSULTANT's control, CONSULTANT shall be responsible for timely provision of adequately qualified replacements.

**B. Non-Discrimination in Employment.** CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, creed religion, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age. During the performance of this Contract, Consultant and its sub-consultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and sub-consultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and sub-consultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its sub-consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

- C. Adherence to Applicable Disability Law.** CONSULTANT shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.
- D. HIPAA Compliance.** CONSULTANT will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

- E. **Safety Responsibilities.** CONSULTANT will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. CONSULTANT agrees that in the performance of work under this Agreement, CONSULTANT will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.
- F. **Interest of CONSULTANT.** CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, direct or indirect, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this work, no person having such interest shall be employed.
- G. **Covenant Against Contingent Fees.** The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- H. **Laws to be observed.** CONSULTANT will comply with all laws, regulations, orders, and decrees applicable to the PROJECT. Indemnify and defend the COUNTY against any claim or liability arising from the violation of a law, regulation, order, or decree by CONSULTANT or your employees. Immediately report to the Contract Manager a discrepancy or inconsistency between the Contract and a law, regulation, order, or decree.

If the COUNTY incurs any fines or penalties because of CONSULTANT's failure to comply with a law, regulation, order, or decree, the COUNTY will deduct the amount of the fine or penalty.

Immediately notify the Contract Manager, if a regulatory agency requests access to the job site or to records. Submit a list of documents provided to the agency and issued enforcement actions.

### **XIII. ASSIGNMENT**

CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of COUNTY, except that claims for money due or to become due the CONSULTANT from COUNTY under this Agreement may be assigned by the CONSULTANT to a bank, a trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to the COUNTY. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

### **XIV. INDEPENDENT CONSULTANT**

It is specifically understood and agreed that, in the making and performance of this Agreement, CONSULTANT is an independent CONSULTANT and is not an employee, agent or servant of COUNTY. CONSULTANT is not entitled to any employee benefits. COUNTY agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.

CONSULTANT is solely responsible for the payment of all federal, state, and local taxes, charges, fees, or contributions required with respect to CONSULTANT and CONSULTANT's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security, and payroll tax withholding).

**XV.**  
**MODIFICATION**

- A. This Agreement may only be modified by a written amendment thereto, executed by both parties. However, matters concerning scope of services which do not affect the agreed price may be modified by mutual written consent of CONSULTANT and COUNTY executed by Director of Public Works.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the COUNTY's Project Manager.
- C. There shall be no change in the CONSULTANT's Project Manager or members of the project team, as listed in the Cost Proposal which is a part of this contract, without prior written approval by the COUNTY's Project Manager.

**XVI.**  
**ATTORNEYS FEES AND COSTS**

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

**XVII.**  
**OWNERSHIP OF DATA**

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in the COUNTY, and no further agreement will be necessary to transfer ownership to the COUNTY. The CONSULTANT shall furnish the COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. The CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the COUNTY of the machine-readable information and data provided by the CONSULTANT under this agreement; further, the CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with, any use by the COUNTY of the project documentation on other projects, for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by the CONSULTANT.
- D. Applicable patent rights provisions described in 41 CFR 1-91, regarding rights to inventions shall be included in the Agreements as appropriate.
- E. CONSULTANT may copyright reports or other agreement products. FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

**XVIII.**  
**RETENTION OF RECORDS / AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. Seq., when applicable, and other matters connected with the performance of the contract pursuant to Government Code 10532, the CONSULTANT, subcontractors and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not

limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract. The state, the State Auditor, the COUNTY, FHWA or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of \$25,000 shall contain this provision.

**XIX.**  
**JURISDICTION AND VENUE**

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. CONSULTANT waives any right of removal it might have under California Code of Civil Procedure Section 394.

**XX.**  
**NO THIRD-PARTY BENEFICIARIES**

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

**XXI.**  
**SEVERABILITY**

If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

**XXII.**  
**NON-APPROPRIATION**

In the event COUNTY is unable to obtain funding at the end of each fiscal year for professional engineering services required during the next fiscal year, COUNTY shall have the right to terminate this Agreement, without incurring any damages or penalties, and shall not be obligated to continue performance under this Agreement. To the extent any remedy in this Agreement may conflict with Article XVI of the California Constitution or any other debt limitation provision of California law applicable to COUNTY, CONSULTANT hereby expressly and irrevocably waives its right to such remedy.

**XXIII.**  
**CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by the COUNTY's construction contractor relating to work performed by CONSULTANT's personnel and additional information or assistance from the CONSULTANT's personnel is required in order to evaluate or defend against such claims, CONSULTANT agrees to make its personnel available for consultation with the COUNTY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that the COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs, that are being paid for the CONSULTANT's personnel services under this Agreement.
- C. Services of the CONSULTANT's personnel in connection with the COUNTY's construction contractor claims will be performed pursuant to a written supplement, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.
- D. Any subcontract in excess of \$25,000, entered into as a result of this contract, shall contain all of the

provisions of this Article.

**XXIV.**  
**CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which is designated confidential by the COUNTY and made available to the CONSULTANT in order to carry out this contract, shall be protected by the CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion or public hearing held by the COUNTY relating to the contract, shall not authorize the CONSULTANT to further disclose such information or disseminate the same on any other occasion.
- C. The CONSULTANT shall not comment publicly to the press or any other media regarding the contract or the COUNTY's actions on the same, except to the COUNTY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings, or in response to questions from a Legislative committee.
- D. The CONSULTANT shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this contract without prior review of the contents thereof by the COUNTY and receipt of the COUNTY's written permission.
- E. Any subcontract, entered into as a result of this contract, shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential and shall not be disclosed by the CONSULTANT to any entity, other than the COUNTY.

**XXV.**  
**NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code, Section 10296, the CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the CONSULTANT within the immediately preceding two-year period because of the CONSULTANT's failure to comply with an order of a Federal court that orders the CONSULTANT to comply with an order of the National Labor Relations Board.

**XXVI.**  
**INSPECTION OF WORK**

The CONSULTANT and any subCONSULTANTS shall permit the COUNTY, State and the FHWA to review and inspect the project activities at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

**XXVII.**  
**NON-DISCRIMINATION**

- A. During the performance of this Agreement, CONSULTANT and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, nation origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. CONSULTANTS and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. CONSULTANTS and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900.0 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable

regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a party hereof as if set forth in full. CONSULTANT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- B. The CONSULTANT shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.
- C. CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR 21 through Appendix C and 23 CFR 710.405(b) are applicable to this contract by reference.

### **XXVIII. DISPUTES**

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the COUNTY's Contract Manager and Department Head, who may consider written or verbal information submitted by the CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the CONSULTANT may request review by the COUNTY GOVERNING BOARD of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONSULTANT from full and timely performance in accordance with the terms of this contract.

### **XXIX. SAFETY**

- A. The CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. The CONSULTANT shall comply with safety instructions issued by the COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the COUNTY has determined that such areas are within the limits of the project and are open to public traffic. The CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

### **XXX. SUBCONTRACTING**

- A. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without

written authorization by the COUNTY's Contract Manager, except that, which is expressly identified in the approved Cost Proposal.

- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.
- C. Any substitution of subcontractors must be approved in writing by the COUNTY's Contract Manager.

### **XXXI.**

#### **STATEMENT OF COMPLIANCE**

The CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

### **XXXII.**

#### **DEBARMENT AND SUSPENSION CERTIFICATION**

- A. The CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the COUNTY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

### **XXXIII.**

#### **CONFLICT OF INTEREST**

- A. The CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. The CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with the CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

**XXXIV.**

**REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

The CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**XXXV.**

**PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING**

- A. The CONSULTANT certifies to the best of his or her knowledge and belief that:
1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

**XXXVI.**

**COST PRINCIPLES**

- A. The CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.
- B. The CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq. are subject to repayment by CONSULTANT to the COUNTY.

**XXXVII**  
**CONTINGENT FEE**

The CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the COUNTY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**XXXVIII.**  
**AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the COUNTY's CHIEF FINANCIAL OFFICER.
- B. Not later than 30 days after issuance of the final audit report, the CONSULTANT may request a review by the COUNTY's CHIEF FINANCIAL OFFICER of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by the COUNTY will excuse the CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

**XXXIX.**  
**EQUIPMENT PURCHASE**

- A. Prior authorization in writing, by the COUNTY's Contract Manager shall be required before the CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. The CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in the CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by the COUNTY's Contract Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "The CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or

credit at the conclusion of the contract, or if the contract is terminated, the CONSULTANT may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit the COUNTY in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determined at the CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the COUNTY and the CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY.

D. All subcontracts in excess \$25,000 shall contain the above provisions.

**XL.  
EVALUATION OF CONSULTANT**

The CONSULTANT's performance will be evaluated by the COUNTY. A copy of the evaluation will be sent to the CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

**XLI.  
CONSULTANT'S ENDORSEMENT ON PS&E/OTHER DATA**

The responsible consultant/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

**XLII.  
NOTICES**

All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

COUNTY OF LAKE  
255 North Forbes Street  
Lakeport, California 95453  
Attn: Scott De Leon, Public Works Director

Quincy Engineering  
11017 Cobblestone Drive, Suite 100  
Rancho Cordova, CA 95670  
Attn: Mark Reno

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

**XLIII.**  
**ADDITIONAL PROVISIONS**

This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

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

COUNTY OF LAKE:

CONSULTANT:

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
John Quincy, President

ATTEST:

CAROL J. HUCHINGSON  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

ANITA L. GRANT  
County Counsel

By: \_\_\_\_\_

By:  \_\_\_\_\_



**EXHIBIT "A"**

TO

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

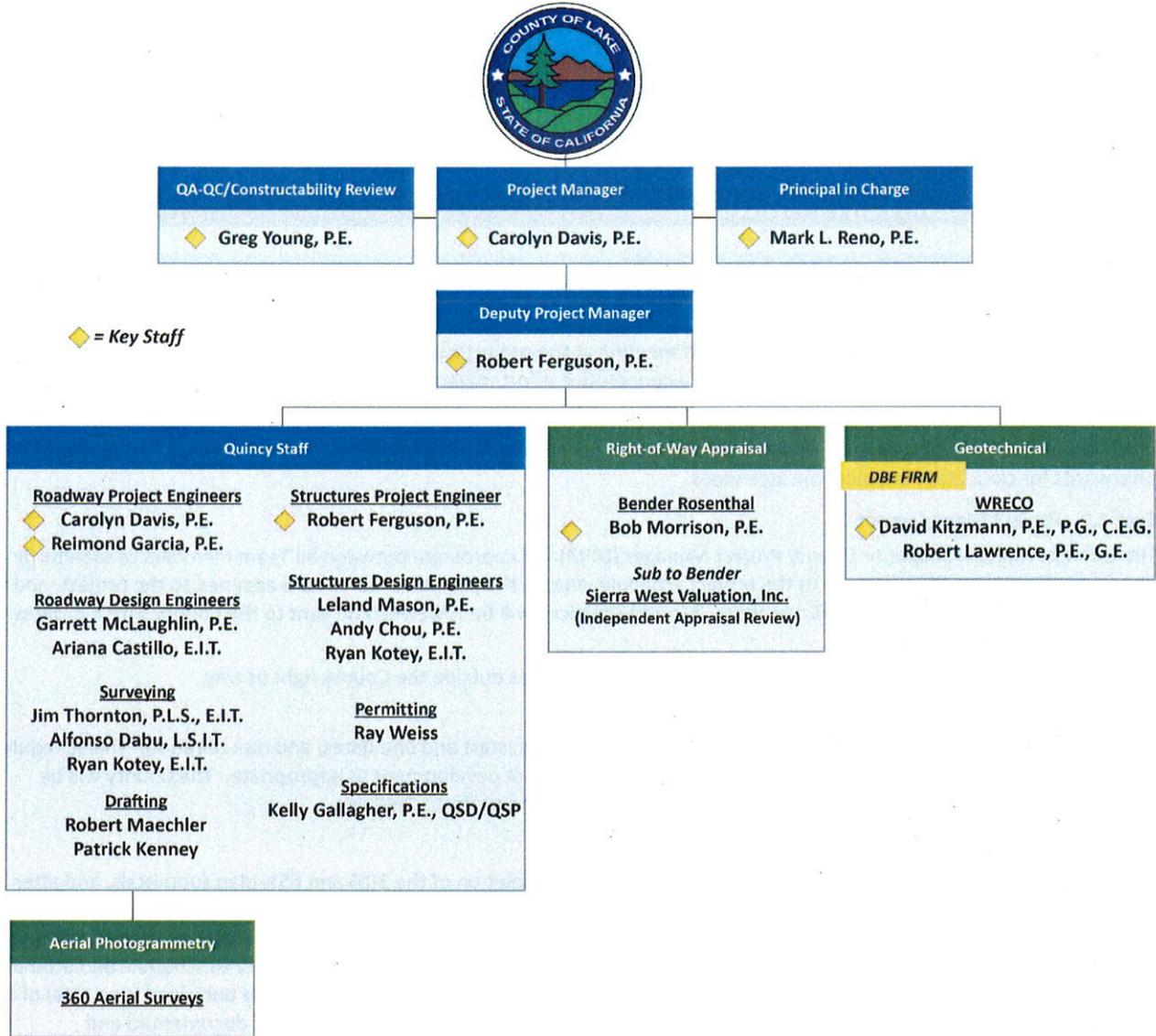
FOR

HILL ROAD MP 7.75 LANDSLIDE REPAIR

LAKEPORT, CALIFORNIA



# ORGANIZATION CHART:



# SCOPE OF WORK:

Latest Revision: April 14, 2017

This *Detailed Scope of Work* utilizes **Tasks 1-7** identified in the Request for Proposals and provides the necessary **Scope of Work** and deliverables to complete this project. The exact order of the tasks and subtasks are changed slightly from the RFP to allow for a more streamlined scope of work which reduces redundancies and increases efficiency.

Quincy understands that Emergency Relief projects require a narrow work scope for successful completion. We understand that this project has budget and schedule constraints and we have prepared this scope and budget based on a streamlined delivery process to complete the project. This scope of work for Geotechnical Investigations will fulfill the recommendations outlined in the 2013 Report from the California Geological Survey for this site and effort has been increased since the submittal in February to incorporate additional information contained in the reports provided by the County and the recent movement of the landslide toward both Hill Road and Downing Drive. The scope of work has been further modified to address comments and clarifications from the County in March. This scope of work provides for a wide array of mitigation options including Retaining Walls (both Cantilever and Non-Cantilever). This revised scope and budget

allows for a robust set of geotechnical investigations which increases up front engineering costs but will provide better information for decisions regarding the repair, and the opportunity to reduce risk to the County.

Quincy understands that the approved Damage Assessment Form (DAF) is for a 300' wall. Based on our current understanding, a longer wall will be needed and a revised DAF will be required for Emergency Relief (ER) funding.

The RFP indicated that the County may decide to perform certain tasks with its own staff. Within this scope of work, Quincy has identified multiple areas which are candidates for increased County involvement.

Quincy's Detailed Scope of Work for this project is as follows:

## PHASE 1 - PRELIMINARY ENGINEERING

### TASK 1 - PROJECT INITIATION & MANAGEMENT

#### Task 1.1 - Kick-off Meeting

The Quincy Team (Team) will coordinate a kick-off meeting at the project site to bring all stakeholders, including the County, the Team, and Caltrans together to form a cooperative effort toward the timely completion of this project.

This meeting will also include a discussion of the project background, scope, and funding. Quincy will produce an attendance sheet, meeting agenda, and any other documents pertinent to the meeting. Quincy will draft meeting notes afterwards for circulation amongst the attendees.

#### Task 1.2 - Project Management

The Quincy Project Manager or Deputy Project Manager (DPM) will coordinate between all Team members to monitor and ensure progress, ensure adherence to the project schedule, ensure the proper resources are assigned to the project, and communicate regularly with the PDT members. Monthly invoices will be reviewed and sent to the County with a progress report on that month's work.

This scope does not include obtaining rights of entry onto properties outside the County right of way.

#### Task 1.3 - Establish and Maintain Project Schedule

Quincy will develop a Microsoft Project schedule showing each task, start and end dates, and task duration. This schedule will be updated and coordinated with the County throughout project development as appropriate. The County will be notified immediately of any problems that may adversely impact the project schedule.

#### Task 1.4 - Progress Meetings

Quincy anticipates phone conference team meetings after the completion of the 30% and 65% plan submittals, and after the draft project specifications and draft Engineer's Estimate submittal to review and address County comments. These will be supplemented by regular conference calls led by the Project Manager and coordinated by the Deputy Project Manager as necessary to keep the County informed of the project status. Quincy will work with the County to schedule and attend meetings, prepare agenda items, and compile project meeting minutes for distribution. We have budgeted for a total of 8 one-hour conference call meetings attended by the PM and DPM. Formal meeting notes will be documented and distributed for 3 of these meetings. Informal summaries for other meetings will be prepared (i.e. email summary of items discussed) as needed; critical decisions will be documented for all meetings.

#### Task 1 Deliverables

- |  |                                 |
|--|---------------------------------|
| ✓ Project Management   | ✓ 8 Progress/Milestone Meetings |
| ✓ Kickoff Meeting  | ✓ Schedule                      |
| ◆ County – Provide Rights of Entry for Private Property access |                                 |
| ◆ County – Process DAF and funding forms                       |                                 |

### TASK 2 - PRELIMINARY DESIGN ENGINEERING

#### Task 2.1 - Surveys and Mapping

Quincy will obtain aerial photogrammetry and an ortho-rectified color photo for approximately ten (10) acres located on and around portions of APNs 029-371-060 and 004-029-550. Aerial photogrammetry will be provided by 360 Surveys. Quincy will perform supplemental topographic surveys along Hill Road to obtain utility information, tree sizes (dbH), and

storm drain locations that are visible. The County will provide sub-surface utility and storm drain as-builts and information so that Quincy can incorporate the information into the project base mapping. The supplemental topographic surveys will be incorporated into the aerial topographic base mapping. Quincy will notify the County at least 1 week prior to entering private properties to allow for the County to notify private property owners.

### **Task 2.1 Deliverables**

- ✓ Topographic Survey Base Map
- ✓ Ortho-rectified color aerial photo
- ❖ County -- Provide Utility Base Mapping
- ✓ Preliminary Right-of-Way & Adjoining Property Information

### **Task 2.2 - Geotechnical Investigations (WRECO)**

Quincy will coordinate with WRECO prior to the field work and throughout the development of the project. Quincy will review and comment on the draft Foundation Report. Quincy will coordinate specific structural data needs with WRECO prior to field work.

#### **2.2.1 Data Review**

WRECO will review available data, including previous studies and available historic mapping and aerial photographs, provided by the County and the Project Team.

#### **2.2.2 Field Reconnaissance**

WRECO will conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site, determine equipment access, and mark out the exploratory boring locations for subsequent utility clearance. This field review will be conducted by a licensed Engineering Geologist. Wreco will notify the County at least 1 week prior to entering private properties to allow for the County to notify private property owners.

#### **2.2.3 Subsurface Exploration**

For this task, WRECO will:

- Contact underground service alert (USA) to locate on-site utility lines a minimum of 48 hours (as required by law) prior to performing exploratory excavations at the site.
- Obtain temporary County lane closure permits (if required) at no cost to WRECO.
- Submit requisite fees, prepare applications, and obtain permits from the following agencies, as necessary: Well Permit (County Environmental Health Department, WRECO to pay the associated fee) and Encroachment Permit (County Public Works, assumed no fee).
- Notify the County at least 1 week prior to entering private properties to allow for the County to notify private property owners.
- Retain the services of a California C57-licensed drilling subcontractor to perform exploratory borings, likely utilizing a track mounted rig.
- Provide a backhoe and operator to provide assistance with accessing the slide area. Assumed limited grading (less than 5 cubic yards) to reach drilling locations.
- Provide traffic control including signs, cones, and flaggers (as required by County).
- Advance at least four (4) exploratory borings. Borings will be advanced within the main slide mass (two borings) and one (1) boring below the slide on Hill Road East and one (1) boring below the slide on Downing Drive. The borings within the slide mass will be advanced to a minimum of 10 feet below the slide mass or a maximum of 50 feet in depth. The borings within the roadways will be advanced to a minimum of 20 feet below the existing pavement surface.
- Perform standard penetration test in accordance with the Caltrans Soil and Rock Logging, Classification, and Presentation manual, June 2010.
- Log borings and identify the various earth materials encountered during the exploration including observations of groundwater elevations encountered.
- Obtain samples of the major earth units for laboratory testing.
- Back fill the borings in accordance with the County's permit requirements upon completion. Excess drill cuttings will be spread on-site or hauled off-site as required.

#### **2.2.4 Laboratory Testing Program**

To evaluate the index and engineering properties of the prevailing subsurface conditions, WRECO anticipates performing the following laboratory tests (actual testing to be determined based on encountered materials):

- Atterberg limits
- Moisture and density of soil samples
- Direct and/or triaxial shear test
- Grain size analysis
- Maximum density - optimum moisture density of soil potentially suitable as fill
- Unconfined compressive strength of rock (if encountered)
- Corrosion analysis (pH, Resistivity, Sulfate, Chloride), Caltrans Test Methods (CTM) 417, 422, and 643

#### **2.2.5 Engineering Analysis and Foundation Report Preparation**

WRECO will analyze the field and laboratory data and prepare the Geotechnical Report per the general requirements of the California Geologic Survey Special Publication 117, recommended Procedures for Implementation of DMG Special Publication 117 Guidelines for Analyzing and Mitigation Landslide Hazards in California, and Caltrans Foundation Reports for Earth Retaining Structures. The Geotechnical Report will include (but not be limited to) the following:

- Summary of scope of work
- Project description, location map, and vicinity map
- Field exploration program summary
- Laboratory testing program
- Site geology and subsurface conditions
- Geologic profiles and engineering parameters
- Seismic study (in accordance with Caltrans Seismic Design Criteria, Version 1.7)
- Liquefaction evaluation
- Settlement evaluation
- Corrosion evaluation
- Subsurface drainage evaluation
- Slope stability analysis for slide remediation design
- Slide repair option recommendations
- Construction considerations
- Test Boring Log Sheets or Log of Test Boring Sheets as appropriate

#### **2.2.6 Geotechnical Instrumentation and Monitoring**

WRECO proposes to install instrumentation into two borings during the subsurface exploration to monitor landslide movement and groundwater conditions. To monitor slope movement, two inclinometer casings and protective cover would be installed during the subsurface investigation at two locations within the center of the slide mass. The inclinometers will be measured using a portable inclinometer probe at intervals to monitor movement direction, depth, and rate. Vibrating wire piezometers are proposed to be installed with the inclinometers to measure pore water pressure within the slide mass. These instruments would help verify slope movement depth, direction, and rate and help evaluate the behavior of the slide with changes in groundwater level. This information would be valuable in selecting the type and size of required repairs and also allow for verification of effectiveness of the repairs after construction. For this task, an initialization reading and three follow-on readings are included in this scope. WRECO would perform the following:

- Install two inclinometer casings of approximately 50 feet in length through the slide mass in borings completed for the subsurface exploration.
- Install two vibrating wire piezometers in each of the two boreholes made for the inclinometers (4 total piezometers).
- Take baseline readings of all instruments after completion of the subsurface exploration fieldwork.
- Take up to three (3) follow-on readings of installed instruments to measure movement depth, rate, direction (if any), and groundwater conditions over time.
- Provide a brief interpretation of the instrument readings to the County after each follow-on reading.

#### **Task 2.2 Deliverables**

- ✓ Draft Geotechnical Report (PDF)
- ✓ Final Geotechnical Report (PDF and 3 hard copies)
- ✓ Inclinometer and Piezometer Readings (PDF)

## **Task 2.3 - Slope Stabilization Alternatives**

### **2.3.1 Roadway Design Criteria**

Quincy will identify the recommended roadway design criteria for the project site. Items such as design speed, minimum sight distance, and clear recovery distance will be summarized in an email to the County for documentation and approval. This ensures that all design criteria are established and approved ahead of time so that proper design layout can be achieved. Based on currently available information, existing drainage features along Hill Road will not require improvement. After the design criteria is approved, it will not change without approval by the County and a review of how the change would affect scope, schedule and budget.

### **2.3.2 Structural Design Criteria**

Quincy will use the Roadway Design Criteria to help establish the general plan limits for the various earth retention system alternatives. The structural design criteria will be established to set the general parameters for the design alternatives such as design code, design life, subsurface drainage requirements, and structural height limitations. This criteria will aid in type selection because it will set constraints on the various earth retention types and guide the preliminary design toward the most feasible solutions.

### **2.3.3 Plan Coordination**

Quincy will prepare a preliminary layout, including topographic information (base map) in CAD concurrently with the development of the roadway and structural design criteria to gain a thorough understanding of project constraints and to make sure a feasible design is possible with the proposed criteria. This layout will include delineation of the proposed landslide mitigation area and will serve to determine the overall project limits. This base map will be used to help determine potential issues for various alternatives, such as right-of-way, environmental impacts, economic and safety issues, constructability and construction staging needs.

### **2.3.4 Develop Feasible Slope Stability Alternatives**

After the geotechnical explorations, topographical surveys and site mapping efforts are complete, Quincy will evaluate the site as a whole to identify the most appropriate mitigation measures to address slope instability. Quincy will work with WRECO to identify all feasible slope stabilization measures. The most cost effective combinations of soil stabilization, slope drainage improvements and earth retaining systems will be compiled. Quincy will consider an array of mitigation solutions including soil/riprap buttressing, gravity retaining walls, cantilever retaining walls and non-gravity retaining walls (such as soldier pile walls and tieback walls) to address slope stability. Consideration of catchment areas and terraces will be incorporated into this study as well.

This array of solutions will be condensed into the three most feasible alternatives which will be presented to the County for review and discussion. Each alternative will include the following information:

- A Planning Study Exhibit including plan, profile and typical section view of the proposed restoration.
- Preliminary drainage plans, including subsurface drainage to determine the potential project limits and provide information about how existing drainage facilities would be effected by the project. Quincy will work with WRECO to provide a general assessment of the potential subsurface drainage demand if subsurface horizontal drains are determined to be required. Exact flow demand values will not be provided. Quincy will also determine the potential needs for easements on the parcels behind the earth retention system based on the lengths of the subsurface drainage systems.
- A description of the alternative and pros/cons list considering: constructability, right of way needs, future maintenance needs (of the embankment/wall and drainage), durability, project cost, funding eligibility.
- A preliminary cost estimate including preliminary engineering costs, right of way costs and construction costs.

Quincy will develop a table showing a side-by-side comparison between key features of each alternative. The appropriate slope stability type will be dictated by public safety, environmental and drainage concerns, right-of-way, economics, and ultimately Caltrans/FHWA approval.

Quincy will submit the alternatives to the County for review and approval prior to developing the Type Selection Memorandum.

Bender Rosenthal, Inc. (BRI) will provide right-of-way planning services in coordination with the preliminary design of the project. BRI will provide preliminary cost estimates for right-of-way impacts.

### 2.3.5 Develop Type Selection Memorandum

Quincy will prepare a memo describing the project need and purpose, site conditions, geology, and design criteria. Quincy will recommend the alternative which is deemed to have the best cost/benefit ratio to the County. Justifications will be provided and the information developed during the alternatives development task will be included.

The Draft Type Selection Memorandum will be submitted to the County for review and comment. After incorporating County comments, Quincy will submit the Final memo to the County for submittal to Caltrans and FHWA for project approval of the recommended alternative. Quincy will assist the County to provide additional project cost and design information for the revised DAF, if required.

#### COUNTY INVOLVEMENT OPPORTUNITY

Quincy will take on a support role for coordination with Caltrans and the development of the revised DAF and other funding documents, providing the County only with the engineering documents necessary and allow the County to prepare all necessary funding documents.

### 2.3.6 30% Plan Submittal

The planning study sheet for the selected alternative will be converted into Geometric Approval Drawings (GAD). The GAD plan set will be used to support the environmental documentation and for funding approval. A project title sheet will be developed. Preliminary design sheets for Plan, Typical Cross Section and Profile will be developed. This set of drawings will serve as the Geometric Approval Drawing (30% Plans). The 30% Plans will be submitted to the County for review and concurrence.

Issues affecting the final design such as right-of-way, environmental, economic and safety issues, construction detours, coordination with local fire districts regarding the detour alternatives, drainage, and anticipated design exceptions (if any) will be addressed at this time.

Quincy will recommend a method for maintaining traffic during construction for approval by the County. Options include: road closure and detour on adjacent roads, or an onsite detour reducing traffic to one lane with K-rail adjacent to the existing road centerline with stop control.

#### Task 2.3 Deliverables

- ✓ Design Criteria (Roadway and Structural)
- ✓ Feasible Slope Stability Alternatives (3 total)
- ✓ Draft & Final Type Selection Memorandum
- ✓ 30% Plans Submittal
- ✓ Preliminary Cost Estimates
- ✓ One (1) right of way data sheet (BRI)

#### End of Phase 1 Work

Phase 1 work will end after submittal of the Type Selection Memorandum and 30% Plans. Phase 2 work will not begin until after receiving FHWA funding approval and County Notice to Proceed.

## PHASE 2 - FINAL ENGINEERING

For the final design phase we have assumed the preferred solution will be a cantilevered soldier pile retaining wall with slope drainage improvement and rock slope protection. If the process of type selection results in a level of effort not anticipated in this scope of work, Quincy or the County may request renegotiation for Phase 2.

## TASK 3 - FINAL DESIGN ENGINEERING

Final design will be authorized after NEPA clearance is obtained unless additional engineering is required to support the NEPA approval in which case some final design tasks could be authorized earlier.

### Task 3.1 – Design

#### 3.1.1 Earth Retention System Design

The retaining wall design will be performed in accordance with “AASHTO LRFD Bridge Design Specifications” with the latest Caltrans Amendments and other Caltrans design manuals. Design will be based on the “Load and Resistance Factor Design” method. Seismic design will be performed in accordance with the Caltrans “Seismic Design Criteria Version 1.7” (April 2013), and the latest information available from Caltrans Earthquake Research. Quincy uses the most up to date computer analysis and design programs for earth retaining system design. Quincy has budgeted for the following elements of retaining wall and earth retaining system types to be designed:

- 600' long, up to 15' tall Cantilevered Soldier Pile Wall and associated wall drainage (gutters and geo-composite drainage system)
- Slope grading with a benched slide catchment area behind the wall
- Rock Slope Protection (facing class) on the uphill slope behind the wall
- Underdrain systems
- Horizontal drain system

This scope of work does not include analysis of other types of walls or the inclusion of additional systems. If the Type Selection process reveals the need for a different design or if other information comes forth that requires additional analysis of proposed earth retention system, a separate scope of work and budget may be needed.

#### 3.1.2 Roadway Design

The final roadway and drainage design will be performed in accordance with the design criteria established in Task 2. Final grading, roadside ditches, drainage inlets and outlets for earth retaining system drainage details will be developed as well as new/existing roadway conformance details, as required.

Required environmental mitigation plans, specifications, and estimates will be completed by the Team for inclusion with the PS&E package. At this time, we do not anticipate significant mitigation design as part of this project.

The earth retaining system and slope drainage will outlet at its base into new drainage systems which will drain into the existing storm drain system. It is assumed that existing drainage systems have sufficient capacity to handle additional drainage demand from the project drainage. This scope of work does not include analysis of existing storm drain or ditch system capacities. If runoff from the project cannot be added to the existing system without overloading the existing system, or if additional information is brought forth that requires additional analysis of existing storm drain systems, a separate scope of work and budget will be requested.

Quincy will work with County staff to determine the need for design Best Management Practices (BMPs) for permanent water quality treatment. We have assumed that the project scope will not result in an increase in runoff and that hydromodification is not a consideration for post construction water quality calculations.

This scope does not include design of post-construction storm water treatment (permanent/design BMP's) as part of the Construction General Permit, nor as part of a County MS4 permit.

Design Exception fact sheets are not expected to be needed and are not included in this scope of work.

### Task 3.2 - Prepare Permits

#### Task 3.2.1: Conceptual Storm Water Pollution Prevention Plan (SWPPP) and Construction General Permit

Quincy will prepare documentation and submit project information for the Notice of Intent to invoke the State Water Resources Control Board (SWRCB) NPDES Construction General and MS4 Permit.

Quincy will have a Qualified SWPPP Developer (QSD) prepare a “Conceptual” Storm Water Pollution Prevention Plan

(SWPPP) that identifies the minimum Best Management Practices (BMPs) required by the NPDES permit for the calculated Risk Level. Quincy will calculate the Risk Level using the methods prescribed by the permit.

The Conceptual SWPPP will consist of plans, specifications, and contract bid items showing the anticipated locations of required BMPs, based on an assumed construction staging approach and schedule. The contractor will be required to submit their own SWPPP and other Permit Registration Documents (Construction Site Monitoring Program, Rain Event Action Plan, Sampling and Analysis Plan, inspection forms, etc.) prior to mobilizing on the project site. The intent of the Conceptual SWPPP is to provide enough information to the SWRCB to obtain a Waste Discharge Identification Number and to develop quantities for contract pay items that are anticipated for temporary BMP implementation. The Conceptual SWPPP will not address the specifics of construction site management, sampling and testing, or spill response. The Conceptual SWPPP will be certified by a QSD, and approved by the County.

#### ***Task 3.2.2 Prepare Environmental Permits (Not included)***

Because there is no impact to a stream, the following permits are not anticipated to be required. The scope of work described below is listed for informational purposes and is not expected to be needed. The cost to perform this work is not included in the cost proposal. However, this scope of work is being described to fulfill the requirements of the County's Request for Proposals. A final determination as to whether this scope of work will be required would be established during Phase 1 work and the associated costs would be negotiated between the County and Quincy. Should environmental permits be required, this scope of work assumes that all required supporting environmental technical studies (typically included as part of the CEQA/NEPA document) would be provided by the County/Caltrans.

##### ***Task 3.2a: Nationwide Permit Verification (Clean Water Act, Section 404) (Not included)***

The proposed project may result in discharge of material into waters of the U.S. In the event this occurs, the project will require authorization from the USACE. It is likely that any impact resulting from this project can be authorized using one or more Nationwide Permits (NWP). We will prepare a Preconstruction Notification (PCN) to submit to the USACE requesting verification that the project can be authorized using the specified NWP(s).

##### ***Task 3.2b: Water Quality Certification (Clean Water Act, Section 401) (Not included)***

A Water Quality Certification may be required from the RWQCB for the proposed project, if it will affect wetlands or other waters of the State, to certify that the project is consistent with water quality goals and objectives. Our team will prepare an application package for submittal to the RWQCB. A processing fee must be included with the submittal (to be provided by the County, amount to be determined).

##### ***Task 3.2c: Streambed Alteration Agreement (Fish and Game Code, Section 1602) (Not included)***

The proposed project may require notification of proposed streambed alteration to the CDFW if the project will have an effect on a waterway. Our team will prepare an application package for submittal to CDFW. A processing fee must be included with the submittal (to be provided by the County, amount to be determined).

#### **Task 3.3 - 65% Plans Submittal (Unchecked Details)**

Quincy will further develop the project plans after receiving and incorporating County comments on the 30% plans.

Typical Cross Sections and Plan and Profile drawings will be prepared for the preferred mitigation alternative. Quincy will develop the selected slope stability alternative into a General Plan.

Plan sheets will be prepared in English using Quincy drafting standards. All plans will ultimately be signed by the civil engineer (registered in the state of California) in responsible charge of the design, in accordance with the Local Programs Manual. The final plans are expected to consist of the following sheets. A maximum of 18 sheets is included:

- Title Sheet
- Typical Cross Section
- Layout/ General Plan
- Construction Signs & Traffic Handling
- Detour Plan (2 sheets total)
- Contour Grading
- Erosion Control Plan
- Construction Details
- Quantities Sheet
- Foundation Plan
- Earth Retention System Details (6 sheets total)
- Log of Test Boring Sheets

This scope does not include preparation of the APE map for environmental (Section 106) purposes.

## Task 3.4 - Prepare Specifications and Estimate; Perform Independent Design Check and QA/QC Review

### 3.4.1 Independent Design Check

An independent check of the design will be performed. This involves a completely independent analysis of the project using the unchecked 65% plans by an engineer that has not been previously involved in the design. Based upon the independent check and agreement to revisions by the checker and designer, the plans will be revised. Independent Check comments are summarized and resolutions are documented.

### 3.4.2 Construction Quantities & Estimate

Quantities will be prepared along with an estimate of probable construction costs. Quantities will be calculated in accordance with Caltrans' practice and segregated into pay items. The estimate will show quantities for each bid item and the associated unit costs as well as a construction cost summary.

The previously prepared preliminary quantities will be updated to final construction quantities, and the Team's estimate of construction costs (Q and E) will be updated.

### 3.4.3 Technical Specifications

Project specifications will be developed based on Caltrans 2015 Standard Specifications and Standard Plans. Quincy will produce the technical special provisions based on Caltrans "Standard Special Provisions" (SSP) templates. The County will provide its boilerplate specifications for Quincy to combine with the technical special provisions, becoming the basis for the project specifications. A construction (working days) schedule will also be developed to determine the number of working days for the construction contract.

The project specifications will be initially submitted with the 90% draft PS&E for County review and comment. The County comments will be summarized by Quincy in a comment resolution table with every comment reviewed and addressed with a written response. Based upon agreement of the responses between the County and Quincy, the specifications will be revised.

### 3.4.4 Quality Control & Constructability (QA/QC) Review

As an integral part of the Quincy QA/QC Program, a senior level engineer will review the entire draft PS&E package for uniformity, compatibility, and constructability as well as conformance with the federal program requirements.

The review will include comparing plans for conflicts or inconsistencies, and to ensure that the final design is in accordance with all environmental documents, permit requirements, and geotechnical recommendations. The specifications and estimate will be reviewed for consistency with the plans, and to ensure that each construction item has been covered.

### 3.4.5 Submittal of Draft (90%) PS&E

Upon receiving review comments from the County and other agencies on the 65% Plans and the draft project specifications and draft Engineer's Estimate, each comment will be reviewed, discussed, and addressed in writing. All conflicts will be resolved via telephone as necessary. Appropriate modifications will be made to the plans, specifications, and estimate.

### 3.4.6 Submittal of Final (100%) PS&E

Upon receiving review comments from the County and other agencies, each comment will be reviewed, discussed, and addressed in writing. All conflicts will be resolved via telephone as necessary. Appropriate modifications will be made to the plans, specifications, and estimate.

Quincy will furnish the final PS&E package in full and half-sized plans (pdf format) as well as electronic files (MS Word format) of the special provisions. Quincy will furnish roadway design cross sections (at 25' intervals) as well as Notice to Bidders, Special Provisions and the Bid Book. It is assumed that the County will compile and duplicate the actual bid documents for advertising.

#### COUNTY INVOLVEMENT OPPORTUNITY

County staff could review design and check calculations and perform their own independent design check.

These would be reviewed, approved, and incorporated in the work by our Team.

Quincy will prepare a Resident Engineer file including construction cross sections, quantity calculations, staking information, and other necessary information for coordination of right of way.

### **Task 3 Deliverables**

- ✓ 65% Plans (unchecked Details)
- ✓ Draft Project Specifications and Draft Engineer's Estimate for County Review
- ✓ Final (100%) PS & E Packages
- ✓ Stamped Earth Retaining System Calculations & Project Quantities
- ✓ QC & Constructability Review
- ✓ Notice to Bidders and Bid Book
- ✓ RE Pending File
- ❖ The County will provide – Utility Coordination
- ❖ The County will provide – Utility Information for Specifications and Resident Engineer File

## **TASK 4 - RIGHT-OF-WAY SERVICES**

### **Task 4.1 - Right-of-Way Surveying**

Quincy will complete the following tasks:

- Prepare and deliver a Right of Way exhibit map noting current record information such as owner name, document number, right of way, etc.
- Prepare necessary legal descriptions and plats of up to two fee title acquisitions and up to two temporary construction easements within the project limits
- Field-stake right-of-way take lines for appraisal use

Two (2) parcels (APNs: 029-371-060, 004-029-550) are included for this scope of work for which plats and legal descriptions will be prepared for two (2) temporary construction easements and two (2) permanent right-of-way takes.

One mobilization has been budgeted to field stake the location of right of way take lines. Re-stakes or additional mobilizations are specifically excluded from this scope.

### **Task 4.1 Deliverables:**

- ✓ Right-of-Way Surveying Plat Maps and Legal Descriptions
- ✓ Boundary Survey
- ✓ Quincy will obtain corresponding title reports to determine encumbrances on subject parcels. (Quincy will pay the associated fees for up to 2 parcels)

### **Task 4.2 - Right-of-Way Appraisals (Bender Rosenthal, Inc.)**

As the acquisitions appear to be valued at less than \$10,000 apiece, BRI proposes to provide waiver valuations in lieu of appraisal reports. Waiver Valuations are appropriate when the property owner is a willing participant. Waiver Valuations cannot be used for eminent domain proceedings, so if these proceedings are anticipated, an appraisal should be prepared. A Waiver Valuation requires fewer hours of the appraiser to complete and does not require an independent appraisal review which will save both time and money on the task. BRI recommends the use of Waiver Valuations for all parcels. If further investigation results in a determination that an appraisal will be required, BRI will notify Quincy prior to initiating full appraisal services.

### **Task 4.2 Deliverables:**

- ✓ One (1) copy of the Waiver Valuation that meets all State and Federal Standards for the Partial Fee Take and Temporary Construction Easement for up to two (2) parcels.

#### **Task 4.2.1 Appraisal Report and Independent Appraisal Review (BRI)**

If during the course of work, it is determined for a specific parcel that (1) eminent domain proceedings will be required to acquire the parcel, (2) the acquisition is valued at over \$10,000, or (3) the impacts are more complex than initially assessed, BRI and Sierra West Valuation, Inc. will perform the following subtasks.

##### **Task 4.2.1A Right of Way Appraisals (BRI)**

If waiver valuations are determined not to be possible at either parcel, this task will be enacted. For the parcels impacted by the project, BRI will develop a complete appraisal that will state the estimated fair market value of the

Temporary Construction Easement (TCE) and/or Permanent Easement interest for that property. The Appraisal Report will be a summary appraisal report that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. Jurisdictional exceptions may apply in some cases. Plats and legal descriptions for each of the properties to be appraised will be provided to BRI by others.

Some items that may affect the appraisal process may include:

- Complexity of the valuation
- Impact of interests to be acquired (e.g. Temporary Construction Easement - Permanent Easement)
- Damage Analysis (Severance Damage, Cost to Cure, etc.)

The primary steps in completion of fair market value appraisals of the property rights to be acquired include but are not limited to the following:

- Onsite physical inspection of the subject properties with the Owner (where possible)
- Visual inspection of the comparable market data
- Study of community and neighborhood in which the subject is located
- Collection of data from appropriate governmental agencies
- Market investigation of vacant and improved comparable data
- Verification of market data with sources knowledgeable with the pertinent details of the transaction
- Analysis of all appropriate data in before and after conditions to arrive at opinion of value
- Preparation of report

#### *Task 4.2.1B Independent Appraisal Review*

If waiver valuations are determined not to be possible at either parcel, this task will be enacted. Per Federal and State regulations, (Federal and State Uniform Acts) a qualified reviewing appraiser shall examine all appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary correction or revisions. In addition, the review appraiser shall certify that the opinion of fair market value is reasonably supported by an acceptable appraisal. If the appraised value is over \$10,000, the appraisals will be reviewed by an independent appraiser from **Sierra West Valuation, Inc.**

#### **Task 4.2.1 Deliverables:**

- ✓ One (1) copy of the Appraisal Report that meets all State and Federal Standards for the Temporary Construction Easement and Permanent Easement for each parcel, as required if waiver valuation is not possible.
- ✓ One (1) Review Certification Appraisal Report for each Appraisal Report, as required if waiver valuation is not possible.

#### **Task 4.3 - Right of Way Acquisition**

Upon completion of the appraisal/valuation, the acquisition agent will work with the Lake County staff to determine the value to be negotiated for the required property. BRI will work with stakeholders and each property owner to determine the settlement and will maintain the file through-escrow.

For each property owner, BRI will maintain an acquisition file that meets the federal, state, and Caltrans ROW standards and is pursuant to Lake County's specifications. BRI will prepare all applicable forms, secure grantor's approval and signature, and submit the forms to the staff of Lake County for review and acceptance. Once approved by Lake County staff, the acquisition agent will make the First Written Offer to each property owner. It is anticipated that the Homeowners Association will have a representative who has signatory authority on behalf of all of the HOA members, and that services will not be required for each independent ownership within the HOA.

BRI will develop and maintain the escrow schedule, deliver documents and checks to escrow companies, review all documents for submission to escrow companies, review title and escrow documents, and BRI will coordinate escrow closings and file all applicable forms and documents with the County Assessor's office. BRI will work with all parties to encourage acquisition within 30 days of the approval of the appraisal.

At the completion of the project, BRI will provide the original acquisition file for each parcel.

Quincy will support BRI acquisition efforts by providing exhibits to support property owner understanding of the project.

**Task 4.3 Deliverables:**

- ✓ One permanent right of way take from each of the two parcels.
- ✓ One complete acquisition file for the project for each of the two parcels.
- ✓ One temporary construction easement (TCE) for each of the two parcels.

**Additional Service: Eminent Domain Proceeding Support (not included)**

BRI's team of appraisers and acquisition agents strive to provide tailored services with the goal to complete the transaction in the best interest of all parties involved while adhering to all applicable regulations and guidelines. However, even with the best intentions and attention to details, some acquisitions will need to be completed through eminent domain. BRI staff will support the Lake County staff by preparing staff reports and presentations to the County Board for the Resolution of Necessity (RON). In addition, we will work with the Lake County legal team to develop the minimum 15-day notice of hearing for the RON and provide assistance in preparing any legal declarations in support of the court hearings. Our appraisers are qualified and available to provide testimony during condemnation trials as an additional service. BRI will provide support services to the condemnation attorney such as appearing as an expert witness, delivery of parcel file including the title report, legal description, appraisal, negotiation records and all correspondence; and assisting the attorney with locating the property owner and other interest holders. BRI will bill the services based on an hourly rate.

**Task 4.4 - Right of Way Certification**

Upon completion of the ROW acquisition, BRI will prepare the ROW Certification per Chapter 14 of the Caltrans ROW Manual. BRI will provide coordination services with Caltrans District 1 and the property owners, as required.

**Task 4.4 Deliverables:**

- ✓ Right of Way Certification for project

## TASK 5 - BIDDING ASSISTANCE

The individuals who were directly involved in the design will be available during the bid period to interpret the plans and specifications, prepare addenda if needed, and provide general consultation to the County to obtain bids. The Quincy Team will be available to answer contractor inquiries during the bidding phase. When the construction bids are opened, Quincy will be available to provide analysis and recommendations concerning award of the contract.

### Task 5 Deliverables

- ✓ Prepare Addenda
- ✓ Answer Bidder Inquiries
- ✓ Bid Analysis
- ✓ 12 hours of total Bidding Assistance

## TASK 6 - CONSTRUCTION SUPPORT

After award of the construction contract, the Team will be available to continue providing services such as reviewing contractor submittals, reviewing shop plans and calculations, preparing and/or reviewing change orders, and making other field observations, at the Resident Engineer's or County's request. All activities include appropriate recommendations and documentation of the Team's activities.

Quincy maintains the same high level of service through the completion of construction. Quincy will work closely with the Construction Management Team to provide clarifications as needed to the design to ensure timely response to the contractor. Quincy places a **"number 1" priority on contractor submittals or**

**Requests for Information (RFIs)** to ensure the contractor is never held up by the design Team. Quincy will work closely with the Construction Management firm to identify the timing of upcoming shop plan reviews and other contractor submittals to have resources ready.

### COUNTY INVOLVEMENT OPPORTUNITY

Under the supervision of our Team, County staff could provide construction support for the projects and review contractor submittals.

### Task 6 Deliverables

- ✓ Construction Support
- ✓ Answer RFIs
- ✓ Review Shop Plans
- ✓ 24 hours of construction support

## TASK 7 – POST CONSTRUCTION SUPPORT

### Task 7.1 – Prepare Record (As-Built) Drawings

When construction is completed, Quincy will prepare Record Drawings (As-builts) for the County's files. These as-builts will be based on information clearly marked on a set of contract plans prepared by the Resident Engineer.

### Task 7.1 Deliverables

- ✓ As-Built Plans (pdf format)

### Task 7.2 – Final Right-of-Way Surveying

When construction is completed, Quincy will:

- Set permanent survey monuments along right of way, resulting from any fee title acquisitions after construction
- Prepare and record a Record of Survey with the County of Lake depicting new right of way lines and monuments

One mobilization has been budgeted to set monuments on the new right of way take lines which will be completed post construction. Lake County will pay any associated submittal and recording fees associated with the record of survey.

### Task 7.2 Deliverables

- ✓ Record of Survey for two (2) parcels
  - ❖ The County will provide – Recording fees



**EXHIBIT "B"**

TO

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

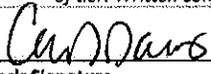
FOR

HILL ROAD MP 7.75 LANDSLIDE REPAIR

LAKEPORT, CALIFORNIA



### EXHIBIT 10-02: Consultant Contract DBE Information

<b>1. Local Agency:</b> County of Lake		<b>2. Contract DBE Goal</b> 3.6%	
<b>3. Project Description:</b> Engineering Services for Hill Road MP 7.75 Landslide Repair Project			
<b>4. Project Location:</b> Near Lakeport, Lake County			
<b>5. Consultant's Name:</b> Quincy Engineering, Inc.			
<b>7. Total Contract Award Amount</b> \$209,000		<b>8. Total Amount for ALL Subconsultants</b> \$75,884.98	
<b>6. Prime Consultant DBE:</b> <input type="checkbox"/>			<b>9. Total Number of ALL Subconsultants:</b> 3
<b>10. Description of Work, Service, or Materials Supplied</b>		<b>11. DBE Certification Number</b>	<b>12. DBE Contact Information</b>
Geotechnical		Bay Area Rapid Transit District #30066	WRECO 1243 Alpine Road, Suite 108 Walnut Creek, CA 94596 (925) 941-0017
			\$27,084.65
<b>Local Agency to Complete this Section</b>		<b>14. TOTAL CLAIMED DBE PARTICIPATION</b>	
<b>20. Local Agency Contract Number:</b> _____		\$27084.65	
<b>21. Federal-Aid Project Number:</b> ER-28C1(001)		12.96%	
<b>22. Proposed Contract Execution Date:</b> _____		<i>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</i>	
<i>Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.</i>			
<b>23. Local Agency Representative's Signature</b>	<b>24. Date</b>	<b>15. Preparer's Signature</b>	<b>16. Date</b>
			4/14/2017
<b>25. Local Agency Representative's Name</b>	<b>26. Phone</b>	<b>17. Preparer's Name</b>	<b>17. Phone</b>
		Carolyn Davis	(916) 368-9181
<b>27. Local Agency Representative's Title</b>		<b>19. Preparer's Title</b>	
		Senior Project Manager	

**DISTRIBUTION:** (1) Original – Local Agency  
 (2) Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-88, Sacramento, CA 95814.



**COST PROPOSAL**  
**ALL PHASES**

# Cost Proposal - All Phases

## Lake County: Hill Road MP 7.75 Landslide Repair Project - All Phases

Engineering, ROW Services, Geotechnical and Specific Structural

Date: 4/14/2017

**Quincy Engineering, Inc.**

Direct Labor:	\$45,634.10
Escalation for Multi-Year Project (0.0%):	\$0.00
Subtotal	\$45,634.10
Overhead (1.548):	\$70,641.59
A. Labor Subtotal	<b>\$116,275.69</b>

**Subconsultant Costs:**

WRECO	\$47,884.65
Bender Rosenthal, Inc.	\$24,600.33
360 Aerial Surveys	\$3,400.00
B. Subconsultant Subtotal	<b>\$75,884.98</b>

**Other Direct Costs:**

Travel (@ active IRS mileage rate)	540 miles @	\$0.535	\$288.90
Travel (Survey) (@ active IRS mileage rate)	810 miles @	\$0.535	\$433.35
Pier Diem/ Hotel	16 days @	\$150.00	\$2,400.00
Delivery	1 @	\$107.08	\$107.08
Title Reports (1 at \$400 (< 2 acres) and 1 at \$1,600 (>2 acres))			\$2,000.00
C. Other Direct Cost Subtotal:			<b>\$5,229.33</b>

Labor Subtotal A. =	\$116,275.69
Fixed Fee	\$11,610.00
Subconsultant Subtotal B. =	\$75,884.98
Fixed Fee	\$0.00
Other Direct Cost Subtotal: C. =	\$5,229.33
Fixed Fee	\$0.00

TOTAL = **\$209,000.00**

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 154.8% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost.

**Cost Breakdown by Phase**

Firm	Phase 1	Phase 2	Total
Quincy Engineering, Inc.	\$ 49,115.02	\$ 84,000.00	\$ 133,115.02
360 Aerial Surveys	\$ 3,400.00	\$ -	\$ 3,400.00
Bender Rosenthal, Inc.	\$ 3,600.33	\$ 21,000.00	\$ 24,600.33
WRECO	\$ 47,884.65	\$ -	\$ 47,884.65
Total	\$ 104,000.00	\$ 105,000.00	\$ 209,000.00

Cost Proposal - All Phases - 4/14/2017

Project Name: Lake County: Hill Road MP 7.75 Landslide Repair Project - All Phases		Project Number: JP 1958																											
No.	TASKS	Principal Eng	Senior PM	Assoc Eng	Asstt Eng. I	CAD Tech	Senior Eng.	Senior Eng.	CAD Manager	Senior Eng.	GM	JT	AD	Survey Tech	Survey Tech	Environmental Mgr.	RW	PJ	Admin Asst	Quincy Total Hours	Quincy NLF Budget	WRECO	Bender, Inc.	360 Aerial Surveys	Subcontract				
																										MR	CD	RF	RK
		Initial Hourly Rate	\$76.70	\$70.20	\$54.00	\$40.00	\$25.50	\$63.60	\$65.20	\$45.50	\$60.80	\$50.90	\$33.60	\$40.00	\$40.00	\$53.10	\$35.80												
PHASE 1 - PRELIMINARY ENGINEERING																													
Engineering, ROW Services, Geotechnical and Specific Structural																													
PHASE 2 - FINAL ENGINEERING																													
Final Design Engineering																													
Design																													
Earth Retention System Design																													
Roadway Design																													
Prepare Permits																													
Conceptual SWPPP/ Construction General Permit																													
65% Plans Submittal (Unchecked Details)																													
Prepare Specifications and Estimate; Perform Independent Design Check and QAVC Review																													
Independent Design Check																													
Construction Quantities and Estimate																													
Technical Specifications																													
Quality Control and Constructability Review																													
Submittal of Draft (90%) PS&E																													
Submittal of Final (100%) PS&E																													
Right-of-Way Services																													
ROW Surveying																													
Exhibits and Boundary Survey																													
Plats and Legals for TCEs (2)																													
Plats and Legals for RW Takes (2)																													
State Proposed RW																													
Right-of-Way Appraisals																													
Right-of-Way Acquisition																													
Right-of-Way Certification																													
Bidding Assistance																													
Construction Support																													
Post Construction Support																													
Prepare Record (As-Built) Drawings																													
Final Right-of-Way Surveying																													
Subtotal - Hours																													
Other Direct Costs																													
Total Cost																													
1	Project Initiation and Management																												
1.1	Kick-off meeting		12	12																									
1.2	Project Management		2	10																									
1.3	Establish and Maintain Project Schedule		1	8																									
1.4	Progress Meetings		12	24																									
2	Preliminary Design Engineering																												
2.1	Topographic Surveys and Mapping																												
2.1	Geotechnical Investigations (includes instrumentation and Monitoring)		2	4																									
2.2	Slope Stabilization Alternatives																												
2.3	Roadway Design Criteria		2	4																									
2.3.1	Structural Design Criteria		1	4																									
2.3.2	Plan Coordination		4	8																									
2.3.3	Develop Feasible Slope Stability Alternatives		4	12	24	18																							
2.3.4	Develop Type Selection Memorandum		2	24	8																								
2.3.5	30% Plan Submittal		1	4	24	32																							
2.3.6																													
3	Final Design Engineering																												
3.1	Design																												
3.1.1	Earth Retention System Design		1	20	40	30																							
3.1.2	Roadway Design		1	6	20	8																							
3.2	Prepare Permits																												
3.2.1	Conceptual SWPPP/ Construction General Permit		2	18	28	40	2																						
3.3	65% Plans Submittal (Unchecked Details)																												
3.3.1	Prepare Specifications and Estimate; Perform Independent Design Check and QAVC Review																												
3.4	Independent Design Check																												
3.4.1	Construction Quantities and Estimate																												
3.4.2	Technical Specifications		2	8																									
3.4.3	Quality Control and Constructability Review		2	4	12	8																							
3.4.4	Submittal of Draft (90%) PS&E		2	4	6	4																							
3.4.5	Submittal of Final (100%) PS&E		2	4	6	4																							
3.4.6	Right-of-Way Services																												
4	Right-of-Way Services																												
4.1	ROW Surveying																												
4.1.1	Exhibits and Boundary Survey																												
4.1.2	Plats and Legals for TCEs (2)																												
4.1.3	Plats and Legals for RW Takes (2)																												
4.1.4	State Proposed RW																												
4.2	Right-of-Way Appraisals																												
4.3	Right-of-Way Acquisition		1	5	8																								
4.4	Right-of-Way Certification		1	1																									
5	Bidding Assistance		1	4	3																								
6	Construction Support		2	6	16																								
7	Post Construction Support																												
7.1	Prepare Record (As-Built) Drawings																												
7.2	Final Right-of-Way Surveying		2	54	202	269	160	67	53	8	4	39	136	23	0	4													
	Subtotal - Hours		\$153	\$3,791	\$10,908	\$10,760	\$4,080	\$4,261	\$3,456	\$354	\$243	\$1,985	\$4,570	\$920	\$0	\$143	\$45,634	\$47,885	\$24,600	\$3,400	\$1,000	\$5,229	\$133,115	\$47,885	\$24,600				
	Other Direct Costs																												
	Total Cost																												



Exhibit 10-H Cost Proposal

**Cost Proposal**

Contract No. **Lake County: Hill Road MP 7.75 Landslide Repair Project - All Phases**  
 Consultant **Quincy Engineering, Inc.**

Date 4/14/2017

**DIRECT LABOR**

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Eng.	Mark Reno	MR	\$70-\$98	2	\$76.70	\$ 153.40
Senior PM	Carolyn Davis	CD	\$52-\$87	54	\$70.20	\$ 3,790.80
Assoc Eng.	Robert Ferguson	RF	\$32-\$63	202	\$54.00	\$ 10,908.00
Assist Eng. I	Ryan Koley	RK	\$27-\$42	269	\$40.00	\$ 10,760.00
CAD Tech	Patrick Kinney	PK	\$22-\$37	160	\$25.50	\$ 4,080.00
Senior Eng.	Greg Young	GY	\$49-\$79	67	\$63.60	\$ 4,261.20
Senior Eng.	Kelly Gallagher	KG	\$49-\$79	53	\$65.20	\$ 3,455.60
CAD Manager	Bob Maechler	BM	\$34-\$56	8	\$45.50	\$ 364.00
Senior Eng.	Garrett McLaughlin	GM	\$49-\$79	4	\$60.80	\$ 243.20
Survey Mgr	Jim Thornton	JT	\$39-\$62	39	\$50.90	\$ 1,985.10
Survey Tech	Alfonso Dabu	AD	\$29-\$42	136	\$33.60	\$ 4,569.60
Survey Tech	Ryan Koley	RK1	\$29-\$42	23	\$40.00	\$ 920.00
Environmental Mgr.	Ray Weiss	RW	\$52-\$67	0	\$63.10	\$ -
Admin Asst	Phyllis Jordan	PJ	\$12-\$50	4	\$35.80	\$ 143.20
				1021	\$	45,634.10

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$45,634.10	
b) Escalation for Multi-Year Project (0.0%):	\$0.00	
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$45,634.10	\$45,634.10

**FRINGE BENEFITS**

d) Fringe Benefits (Rate: 37.9%):		
e) TOTAL FRINGE BENEFITS [(c) x (d)]	\$17,295.32	\$17,295.32

**INDIRECT COSTS**

f) Overhead (Rate: 116.9%):		
g) Overhead [(c) x (f)]	\$53,346.26	
h) General Administration (Rate: 0.0%):		
i) Gen & Admin [(c) x (h)]	\$0.00	
j) TOTAL INDIRECT COSTS [(g) + (i)]	\$53,346.26	\$53,346.26

**FIXED FEE (Profit)**

k) Fixed Fee		
l) TOTAL PROFIT [(c) + (e) + (j)] x (k)	\$11,610.00	\$11,610.00

**OTHER DIRECT COSTS (ODC)**

Travel (@ active IRS mileage r:	540 miles @	\$0.535	\$288.90	
Travel (Survey) (@ active IRS :	810 miles @	\$0.535	\$433.35	
Pier Diem/ Hotel	16 days @	\$150.00	\$2,400.00	
Delivery	1 @	\$107.08	\$107.08	
Title Reports (1 at \$400 (< 2 acres) and 1 at \$1,600 (>2 acres))			\$2,000.00	
m) Other Direct Cost Subtotal:			\$5,229.33	\$5,229.33

p) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$75,884.98	\$75,884.98
---	-------------	-------------

r) TOTAL COST		<b>\$209,000.00</b>
---------------	--	---------------------

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

Note: Mark-ups are Not Allowed

Consultant: WRECO Contract No.: \_\_\_\_\_ Date: 4/7/2017

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Engineer	Han-Bin Liang	0	\$ 93.51	\$ -
Supervising Engineer	TBD	0	\$ 77.31	\$ -
Senior Geotechnical Engineer	Robert Lawrence	4	\$ 68.40	\$ 273.60
Senior Engineer	TBD	0	\$ 64.87	\$ -
Associate Engineer	TBD	0	\$ 44.11	\$ -
Staff Engineer	Jeff Newgard and Staff	62	\$ 33.27	\$ 2,062.74
Senior Geologist	David Kitzmann	52	\$ 61.56	\$ 3,201.12
Associate Geologist	Amanda Kahn	20	\$ 35.01	\$ 700.20
Staff Geologist	Dmitriy Lukashov	68	\$ 28.00	\$ 1,904.00
Clerical/Tech Editor	Jennifer Gokhman	3	\$ 24.65	\$ 73.95

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$	8,215.61	
b) Anticipated Salary Increases	\$	-	
<b>c) TOTAL DIRECT LABOR COSTS</b>	<b>\$</b>	<b>8,215.61</b>	

**FRINGE BENEFITS**

d) Fringe Benefits Rate:	<u>71.47%</u>	<b>e) TOTAL FRINGE BENEFITS</b>	<b>\$ 5,871.70</b>
--------------------------	---------------	---------------------------------	--------------------

**INDIRECT COSTS**

f) Overhead Rate:	<u>27.74%</u>	g) Overhead	\$ 2,279.01
h) General and Administrative Rate:	<u>35.76%</u>	i) Gen & Admin	\$ 2,937.90
		<b>j) TOTAL INDIRECT COSTS</b>	<b>\$ 5,216.91</b>

**FEE (Profit)**

q) Rate:	_____	<b>k) TOTAL FIXED PROFIT</b>	<b>\$ 1,930.43</b>
----------	-------	------------------------------	--------------------

**TOTAL LABOR COSTS** **\$ 21,234.65**

**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage/Vehicle (supported by consultant actual costs) (WRECO - DBE)	2429	\$ 0.535	\$ 1,300.00
m) Reproduction (WRECO - DBE)	3	\$ 50	\$ 150.00
n) Overnight Delivery (WRECO - DBE)	2	\$ 25	\$ 50.00
o) Laboratory Testing (WRECO - DBE)	1	\$ 2,850	\$ 2,850.00
Laboratory Testing (Sunland Analytical)	1	\$ 150	\$ 150.00
p) Drilling Rig (including backhoe for site access) (GeoEx)	1	\$ 13,300	\$ 13,300.00
q) Traffic Control (GeoEx)	1	\$ 2,000	\$ 2,000.00
r) Inclinator and Piezometer Logger (WRECO - DBE)	1	\$ 1,000	\$ 1,000.00
s) Instrument Supplies (GeoEx)	1	\$ 5,350	\$ 5,350.00
t) County of Lake Well Permit	1	\$ 500	\$ 500.00

**u) TOTAL OTHER DIRECT COSTS** **\$ 26,650.00**

**TOTAL COST** **\$ 47,884.65**

**NOTES:**

- Employees subject to prevailing wage requirements to be marked with an \*.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H COST PROPOSAL

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant 360 Aerial Surveys Contract No. \_\_\_\_\_ Date 4/6/2017

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Jeff Conway	6	\$ 112.50	\$ 675.00
Photogrammetrist	TBD	12	\$ 67.50	\$ 810.00
CAD/Ortho Tech	TBD	8	\$ 67.50	\$ 540.00
			\$ _____	\$ 0.00
			\$ _____	\$ 0.00

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 2,025.00  
 b) Anticipated Salary Increases (see page 2 for sample) \$ 0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 2,025.00

FRINGE BENEFITS

- d) Fringe Benefits (Rate: 0.00%)  
 e) TOTAL FRINGE BENEFITS [(c) x (d)] \$ 0.00

INDIRECT COSTS

- f) Overhead (Rate: 0.00%)  
 g) Overhead [(c) x (f)] \$ 0.00  
 h) General and Administrative (Rate: 0.00%)  
 i) Gen & Admin [(c) x (h)] \$ 0.00

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 0.00

FEE (Profit)

- q) (Rate: 0.00%)  
 k) TOTAL FIXED PROFIT [(c) + (j) x (q)] \$ 0.00

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	_____	\$ _____	\$ 0.00
m) Equipment Rental and Supplies (itemize)	_____	\$ _____	\$ 0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	_____	\$ _____	\$ 0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	1	\$ 1,375.00	\$ 1,375.00

p) TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)] \$ 1,375.00

TOTAL COST [(c) + (j) + (k) + (p)] \$ 3,400.00

NOTES:

- Employees subject to prevailing wage requirements to be marked with an \*.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

ALL PHASES  
COST PROPOSAL

CONTRACT No. ROW Services for Hill Road MP 7.75 Landslide Repair Project  
CONSULTANT Bender Rosenthal, Inc.

Date 24-Jan-17

**DIRECT LABOR**

Classification	Name	Task	Labor Range	Hours	Initial Hourly Rate	Total
Senior PM	Bob Morrison	PM		4.0 @	\$ 144.23	\$ 576.92
Senior ROW Specialist	Mike Lahodny	ROW Planning/Cert	\$30-\$80	40.0 @	\$ 62.00	\$ 2,480.00
Appraiser(s)	David Houghton	Waivers	\$30-\$80	80.0 @	\$ 41.00	\$ 3,280.00
Acquisition Agents	Jeff Aldal	Acquisitions	\$40-\$80	40.0 @	\$ 42.70	\$ 1,708.00
Researchers	Angela Hernandez	Waivers	\$15-\$50	21.0 @	\$ 27.00	\$ 567.00
Administrator / Clerical	Alyssa Ballantyne	Support	\$15-\$50	10.0 @	\$ 20.00	\$ 200.00

Subtotal Direct Labor Costs \$ 8,811.92

**Total Direct Labor Costs**

\$ 8,811.92

**FRINGE BENEFITS**

Fringe Benefits

Rate  
64.80%

Total  
\$ 5,710.12

**Total Fringe Benefits**

\$ 5,710.12

**INDIRECT COSTS**

Overhead/General and Administrative

39.27% \$ 3,400.78

**Total Indirect Costs**

\$ 3,460.44

**FEE**

\$ 1,798.25

**OTHER COSTS**

Mileage

Rate  
1,246.00 \$ 0.535 \$ 661.61

Independent Appraisal Review Fee (Sierra West Valuation, Inc.)

2 at \$ 2,000.00 4,000.00

Shipping

1 \$ 157.99 \$ 157.99

**Total Other Costs**

\$ 4,819.60

**TOTAL COSTS**

\$ 24,600.33



**COST PROPOSAL  
PHASE 1**

# Cost Proposal - Phase 1

## Lake County: Hill Road MP 7.75 Landslide Repair Project - Phase 1

Engineering, ROW Services, Geotechnical and Specific Structural

Date: 4/14/2017

**Quincy Engineering, Inc.**

Direct Labor:	\$16,246.30
Escalation for Multi-Year Project (0.0%):	\$0.00
Subtotal	\$16,246.30
Overhead (1.548):	\$25,149.27
A. Labor Subtotal	\$41,395.57

**Subconsultant Costs:**

WRECO	\$47,884.65
Bender Rosenthal, Inc.	\$3,600.33
360 Aerial Surveys	\$3,400.00
B. Subconsultant Subtotal	\$54,884.98

**Other Direct Costs:**

Travel (@ active IRS mileage rate)	270 miles @	\$0.535	\$144.45
Travel (Survey) (@ active IRS mileage rate)	270 miles @	\$0.535	\$144.45
Pier Diem/ Hotel	8 days @	\$150.00	\$1,200.00
Delivery	1 @	\$100.55	\$100.55
Title Reports (1 at \$400 (< 2 acres) and 1 at \$1,600 (>2 acres))			\$2,000.00
C. Other Direct Cost Subtotal:			\$3,589.45

Labor Subtotal A. =	\$41,395.57
Fixed Fee	\$4,130.00
Subconsultant Subtotal B. =	\$54,884.98
Fixed Fee	\$0.00
Other Direct Cost Subtotal: C. =	\$3,589.45
Fixed Fee	\$0.00

TOTAL = **\$104,000.00**

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 154.8% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost.

Cost Proposal - Phase 1 - 4/14/2017

Project Number: JP 1958 Project Name: Lake County Hill Road MP 7.75 Landslide Repair Project - Phase 1																									
No.	TASKS	Principal Eng.	Senior PM	Assoc Eng.	Assist Eng. I	CAD Tech	Senior Eng.	Senior Eng.	Senior Eng.	Senior Eng.	CAD Manager	Senior Eng.	Survey Mgr	Survey Tech	Survey Tech	Survey Tech	Environmental Mgr.	Admin Asst	Quincy Total Hours	Quincy NLF Budget	WRECO	Bender Rosenthal, Inc.	360 Aerial Surveys	Subcontractant	
		MR	CD	RF	RK	PK	GY	KG	BM	GM	JT	AD	RK1	RW	PJ	Actual Labor Multiplier	2.803								
	Initial Hourly Rate	\$76.70	\$70.20	\$54.00	\$40.00	\$25.50	\$63.60	\$65.20	\$45.50	\$60.80	\$50.90	\$33.60	\$40.00	\$63.10	\$35.80										
<b>Engineering, ROW Services, Geotechnical and Specific Structural PHASE 1 - PRELIMINARY ENGINEERING</b>																									
1	Project Initiation and Management																			0	\$0				\$0
1.1	Kick-off meeting		12	12															24	\$4,177					\$0
1.2	Project Management	2	2	10									4						18	\$2,738					\$0
1.3	Establish and Maintain Project Schedule	1	8																9	\$1,408					\$0
1.4	Progress Meetings	12	24																36	\$5,984					\$0
2	Preliminary Design Engineering																		0	\$0					\$0
2.1	Topographic Surveys and Mapping			2						9	47	21							79	\$8,367			\$3,400		\$3,400
2.2	Geotechnical Investigations (includes Instrumentation and Monitoring)		2	4															8	\$1,223	\$47,885				\$47,885
2.3	Slope Stabilization Alternatives																		0	\$0					\$0
2.3.1	Roadway Design Criteria		2		4														6	\$842					\$0
2.3.2	Structural Design Criteria	1	4	4															9	\$1,251					\$0
2.3.3	Plan Coordination		4	4	8														20	\$2,074					\$0
2.3.4	Develop Feasible Slope Stability Alternatives		4	12	24	18													58	\$6,580		\$3,600			\$3,600
2.3.5	Develop Type Selection Memorandum		2	24	8					1									35	\$5,101					\$0
2.3.6	30% Plan Submittal	1	4	24	24	32													61	\$5,780					\$0
	Subtotal - Hours	2	39	108	72	58	1	0	0	0	9	47	23	0	4				363		\$3,589				0
	Other Direct Costs		\$153	\$2,738	\$5,832	\$2,880	\$1,479	\$64	\$0	\$458	\$1,579	\$920	\$0	\$143	\$16,246	\$49,115	\$47,885	\$3,600	\$3,400	\$54,885				0	
	Total Cost																								



Exhibit 10-H Cost Proposal

**Cost Proposal**

Contract No. **Lake County: Hill Road MP 7.75 Landslide Repair Project - Phase I**  
 Consultant **Quincy Engineering, Inc.**

Date 4/14/2017

**DIRECT LABOR**

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Eng.	Mark Reno	MR	\$70-\$98	2	\$76.70	\$ 153.40
Senior PM	Carolyn Davis	CD	\$62-\$87	39	\$70.20	\$ 2,737.80
Assoc Eng.	Robert Ferguson	RF	\$32-\$63	108	\$54.00	\$ 5,832.00
Assist Eng. I	Ryan Kotey	RK	\$27-\$42	72	\$40.00	\$ 2,880.00
CAD Tech	Patrick Kinney	PK	\$22-\$37	58	\$25.50	\$ 1,479.00
Senior Eng.	Greg Young	GY	\$49-\$79	1	\$63.60	\$ 63.60
Senior Eng.	Kelly Gallagher	KG	\$49-\$79	0	\$65.20	\$ -
CAD Manager	Bob Maechler	BM	\$34-\$56	0	\$45.50	\$ -
Senior Eng.	Garrett McLaughlin	GM	\$49-\$79	0	\$60.80	\$ -
Survey Mgr	Jim Thornton	JT	\$39-\$62	9	\$50.90	\$ 458.10
Survey Tech	Alfonso Dabu	AD	\$29-\$42	47	\$33.60	\$ 1,579.20
Survey Tech	Ryan Kotey	RK1	\$29-\$42	23	\$40.00	\$ 920.00
Environmental Mgr.	Ray Weiss	RW	\$52-\$67	0	\$63.10	\$ -
Admin Asst	Phyllis Jordan	PJ	\$12-\$50	4	\$35.80	\$ 143.20
				363	\$	16,246.30

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$16,246.30	
b) Escalation for Multi-Year Project (0.0%):	\$0.00	
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	<u>\$16,246.30</u>	\$16,246.30

**FRINGE BENEFITS**

d) Fringe Benefits (Rate: 37.9%):		
e) TOTAL FRINGE BENEFITS [(c) x (d)]	<u>\$6,157.35</u>	\$6,157.35

**INDIRECT COSTS**

f) Overhead (Rate: 116.9%):		
g) Overhead [(c) x (f)]	<u>\$18,991.92</u>	
h) General Administration (Rate: 0.0%):		
i) Gen & Admin [(c) x (h)]	<u>\$0.00</u>	
j) TOTAL INDIRECT COSTS [(g) + (i)]	<u>\$18,991.92</u>	\$18,991.92

**FIXED FEE (Profit)**

k) Fixed Fee		
l) TOTAL PROFIT [(c) + (e) + (j)] x (k)	<u>\$4,130.00</u>	\$4,130.00

**OTHER DIRECT COSTS (ODC)**

Travel (@ active IRS mileage r)	270 miles @	\$0.535	\$144.45	
Travel (Survey) (@ active IRS r)	270 miles @	\$0.535	\$144.45	
Pier Diem/ Hotel	8 days @	\$150.00	\$1,200.00	
Delivery	1 @	\$100.55	\$100.55	
Title Reports (1 at \$400 (< 2 acres) and 1 at \$1,600 (>2 acres))			\$2,000.00	
m) Other Direct Cost Subtotal:			\$3,589.45	\$3,589.45

p) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	<u>\$54,884.98</u>	<u>\$54,884.98</u>
---	--------------------	--------------------

r) TOTAL COST		<b>\$104,000.00</b>
---------------	--	---------------------

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

Note: Mark-ups are Not Allowed

 Consultant: WRECO Contract No.: \_\_\_\_\_ Date: 4/7/2017
**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Engineer	Han-Bin Liang	0	\$ 93.51	\$ -
Supervising Engineer	TBD	0	\$ 77.31	\$ -
Senior Geotechnical Engineer	Robert Lawrence	4	\$ 68.40	\$ 273.60
Senior Engineer	TBD	0	\$ 64.87	\$ -
Associate Engineer	TBD	0	\$ 44.11	\$ -
Staff Engineer	Jeff Newgard and Staff	62	\$ 33.27	\$ 2,062.74
Senior Geologist	David Kitzmann	52	\$ 61.56	\$ 3,201.12
Associate Geologist	Amanda Kahn	20	\$ 35.01	\$ 700.20
Staff Geologist	Dmitriy Lukashov	68	\$ 28.00	\$ 1,904.00
Clerical/Tech Editor	Jennifer Gokhman	3	\$ 24.65	\$ 73.95

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$	8,215.61	
b) Anticipated Salary Increases	\$	-	
c) TOTAL DIRECT LABOR COSTS	\$	8,215.61	

**FRINGE BENEFITS**

d) Fringe Benefits Rate:	<u>71.47%</u>	e) TOTAL FRINGE BENEFITS	\$ 5,871.70
--------------------------	---------------	--------------------------	-------------

**INDIRECT COSTS**

f) Overhead Rate:	<u>27.74%</u>	g) Overhead	\$ 2,279.01
h) General and Administrative Rate:	<u>35.76%</u>	i) Gen & Admin	\$ 2,937.90
		j) TOTAL INDIRECT COSTS	\$ 5,216.91

**FEE (Profit)**

q) Rate:	_____	k) TOTAL FIXED PROFIT	\$ 1,930.43
----------	-------	-----------------------	-------------

**TOTAL LABOR COSTS** \$ 21,234.65

**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage/Vehicle (supported by consultant actual costs) (WRECO - DBE)	2429	\$ 0.535	\$ 1,300.00
m) Reproduction (WRECO - DBE)	3	\$ 50	\$ 150.00
n) Overnight Delivery (WRECO - DBE)	2	\$ 25	\$ 50.00
o) Laboratory Testing (WRECO - DBE)	1	\$ 2,850	\$ 2,850.00
Laboratory Testing (Sunland Analytical)	1	\$ 150	\$ 150.00
p) Drilling Rig (including backhoe for site access) (GeoEx)	1	\$ 13,300	\$ 13,300.00
q) Traffic Control (GeoEx)	1	\$ 2,000	\$ 2,000.00
r) Inclinator and Piezometer Logger (WRECO - DBE)	1	\$ 1,000	\$ 1,000.00
s) Instrument Supplies (GeoEx)	1	\$ 5,350	\$ 5,350.00
t) County of Lake Well Permit	1	\$ 500	\$ 500.00
u) TOTAL OTHER DIRECT COSTS			\$ 26,650.00

**TOTAL COST** \$ 47,884.65

**NOTES:**

- Employees subject to prevailing wage requirements to be marked with an \*.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H COST PROPOSAL

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant 360 Aerial Surveys Contract No. \_\_\_\_\_ Date 4/6/2017

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Jeff Conway	6	\$ 112.50	\$ 675.00
Photogrammetrist	TBD	12	\$ 67.50	\$ 810.00
CAD/Ortho Tech	TBD	8	\$ 67.50	\$ 540.00
			\$ _____	\$ 0.00
			\$ _____	\$ 0.00

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 2,025.00
- b) Anticipated Salary Increases (see page 2 for sample) \$ 0.00
- c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 2,025.00

FRINGE BENEFITS

- d) Fringe Benefits (Rate: 0.00%)
- e) TOTAL FRINGE BENEFITS [(c) x (d)] \$ 0.00

INDIRECT COSTS

- f) Overhead (Rate: 0.00%)
- g) Overhead [(c) x (f)] \$ 0.00
- h) General and Administrative (Rate: 0.00%)
- i) Gen & Admin [(c) x (h)] \$ 0.00
- j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 0.00

FEE (Profit)

- q) (Rate: 0.00%)
- k) TOTAL FIXED PROFIT [(c) + (j)] x (q)] \$ 0.00

OTHER DIRECT COSTS (ODC)

- | Description   | Unit(s) | Unit Cost   | Total       |
|---|---------|-------------|-------------|
| l) Travel/Mileage Costs (supported by consultant actual costs)  | _____   | \$ _____    | \$ 0.00     |
| m) Equipment Rental and Supplies (itemize)  | _____   | \$ _____    | \$ 0.00     |
| n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.   | _____   | \$ _____    | \$ 0.00     |
| o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant) | 1       | \$ 1,375.00 | \$ 1,375.00 |
- p) TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)] \$ 1,375.00

TOTAL COST [(c) + (j) + (k) + (p)] \$ 3,400.00

NOTES:

- Employees subject to prevailing wage requirements to be marked with an \*.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

PHASE I  
COST PROPOSAL

CONTRACT No. ROW Services for Hill Road MP 7.75 Landslide Repair Project  
CONSULTANT Bender Rosenthal, Inc.

Date 7-Apr-17

DIRECT LABOR

Classification	Name	Task	Labor Range	Hours	Initial Hourly Rate	Total
Senior PM	Bob Morrison	PM		0.0 @	\$ 144.23	\$ -
Senior ROW Specialist	Mike Lahodny	ROW Planning/Cert	\$30-\$80	24.0 @	\$ 62.00	\$ 1,488.00
Appraiser(s)	David Houghton	Waivers	\$30-\$80	0.0 @	\$ 41.00	\$ -
Acquisition Agents	Jeff Alda	Acquisitions	\$40-\$80	0.0 @	\$ 42.70	\$ -
Researchers	Angela Hernandez	Waivers	\$15-\$50	1.0 @	\$ 27.00	\$ 27.00
Administrator / Clerical	Alyssa Ballantyne	Support	\$15-\$50	0.0 @	\$ 20.00	\$ -

Subtotal Direct Labor Costs \$ 1,515.00

Total Direct Labor Costs \$ 1,515.00

FRINGE BENEFITS

Fringe Benefits	Rate	Total
	64.80%	\$ 981.72

Total Fringe Benefits \$ 981.72

INDIRECT COSTS

Overhead/General and Administrative	Rate	Total
	39.27%	\$ 594.94

Total Indirect Costs \$ 594.94

FEE

\$ 309.17

OTHER COSTS

Mileage	346.00	Rate	\$ 0.535	\$ 185.11
Independent Appraisal Review Fee (Sierra West Valuation)	0	at	\$ 2,000.00	
Shipping	1	\$	14.39	\$ 14.39

Total Other Costs \$ 199.50

TOTAL COSTS

\$ 3,600.33



**COST PROPOSAL  
PHASE 2**

## Cost Proposal - Phase 2

### Lake County: Hill Road MP 7.75 Landslide Repair Project - Phase 2

**Engineering, ROW Services, Geotechnical and Specific Structural**

Date: 4/14/2017

**Quincy Engineering, Inc.**

Direct Labor:	\$29,387.80
Escalation for Multi-Year Project (0.0%):	\$0.00
<hr/>	
Subtotal	\$29,387.80
Overhead (1.548):	\$45,492.31
<hr/>	
A. Labor Subtotal	<b>\$74,880.11</b>

**Subconsultant Costs:**

WRECO	\$0.00
Bender Rosenthal, Inc.	\$21,000.00
360 Aerial Surveys	\$0.00
B. Subconsultant Subtotal	<b>\$21,000.00</b>

**Other Direct Costs:**

Travel (@ active IRS mileage rate)	270 miles @	\$0.535	\$144.45
Travel (Survey) (@ active IRS mileage rate)	540 miles @	\$0.535	\$288.90
Pier Diem/ Hotel	8 days @	\$150.00	\$1,200.00
Delivery	1 @	\$6.54	\$6.54
Permit Preparation	@		\$0.00
Title Reports (1 at \$400 (< 2 acres) and 1 at \$1,600 (>2 acres))			\$0.00
<hr/>			
C. Other Direct Cost Subtotal:			<b>\$1,639.89</b>

Labor Subtotal A. =	\$74,880.11
Fixed Fee	\$7,480.00
Subconsultant Subtotal B. =	\$21,000.00
Fixed Fee	\$0.00
Other Direct Cost Subtotal: C. =	\$1,639.89
Fixed Fee	\$0.00
<hr/>	

TOTAL = **\$105,000.00**

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 154.8% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost.

Cost Proposal - Phase 2 - 4/14/2017

Project Number: JP 1958		Project Name: Lake County: Hill Road MP 7.75 Landslide Repair Project - Phase 2																					
No.	TASKS	Principal Eng.	Senior PM	Assoc Eng.	Senior Eng.	CAD Tech	Senior Eng.	Senior Eng.	Senior Eng.	CAD Manager	Senior Eng.	Survey Mgr	Survey Tech	Survey Tech	Environmental Mgr.	Admin Asst	Quincy Total Hours	Quincy NLF Budget	WRECO	Bender Rosenhath, Inc.	360 Aerial Surveys	Subcontractant	
		MIR	CD	RF	RK	PK	GY	KG	BM	GM	JT	AD	PK1	RW	PJ	Actual Labor Multiplier							
	Initial Hourly Rate	\$76.70	\$70.20	\$54.00	\$40.00	\$25.50	\$63.50	\$65.20	\$45.50	\$60.80	\$50.90	\$33.60	\$40.00	\$63.10	\$35.80		2,303	\$0					
<b>PHASE 2 - FINAL ENGINEERING</b>																							
3	Final Design Engineering																						
3.1	Design																						
3.1.1	Earth Retention System																						
3.1.1.1	Design	1	20	40	30												91	\$9,852					
3.1.1.2	Roadway Design	1	6	20	8												35	\$3,919					
3.2	Prepare Permits																0	\$0					
3.2.1	Conceptual SWPPP/ Construction General Permit				6	4	6										16	\$2,055					
3.3	65% Plans Submittal (Unchecked Details)	2	18	28	40	2											90	\$9,472					
	Prepare Specifications and Estimate; Perform Independent Design Check and QA/QC Review																						
3.4	Independent Design Check																0	\$0					
3.4.1	Construction Quantities and Estimate					8	40										48	\$7,702					
3.4.2	Technical Specifications	2	8	16	38			34									54	\$6,682					
3.4.3	Quality Control and Constructability Review																44	\$7,818					
3.4.4	Submittal of Draft (80%) PS&E	2	4	12	8	6											24	\$4,278					
3.4.5	Submittal of Final (100%) PS&E	2	4	6	4	3											19	\$2,506					
3.4.6	Right-of-Way Services																0	\$0					
4	ROW Surveying																0	\$0					
4.1	Survey																0	\$0					
	Plats and Legals for TCEs (2)																0	\$0					
	Plats and Legal for RW Takes (2)																32	\$3,407					
	Stake Proposed RW																16	\$1,701					
4.2	Right-of-way Appraisals																16	\$1,701					
4.3	Right-of-Way Acquisition	1	5	8													31	\$3,232					
4.4	Right-of-Way Certification	1	1														0	\$0					
5	Bidding Assistance	1	4	3													14	\$1,850					
6	Construction Support	2	6	16													2	\$348					
7	Post Construction Support																12	\$1,869					
	Prepare Record (As-Built) Drawings			2													24	\$3,095					
7.1	Final Right-of-Way Surveying	0	15	94	197	102	66	53	8	4	30	89	0	0	0	0	48	\$5,546					
7.2	Subtotal Hours																658	\$1,640					
	Other Direct Costs:																	\$84,000		\$1,000	\$0	\$21,000	
	Total Cost	\$0	\$1,053	\$5,076	\$7,880	\$2,601	\$4,198	\$3,456	\$364	\$243	\$1,527	\$2,990	\$0	\$0	\$0	\$0	\$29,388	\$84,000	\$0	\$21,000	\$0	\$21,000	



Exhibit 10-H Cost Proposal

**Cost Proposal**

Contract No. **Lake County: Hill Road MP 7.75 Landslide Repair Project - Phase 2**  
 Consultant **Quincy Engineering, Inc.**

Date 4/14/2017

**DIRECT LABOR**

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Eng.	Mark Reno	MR	\$70-\$98	0	\$76.70	\$ -
Senior PM	Carolyn Davis	CD	\$52-\$87	15	\$70.20	\$ 1,053.00
Assoc Eng.	Robert Ferguson	RF	\$32-\$63	94	\$54.00	\$ 5,076.00
Assist Eng. I	Ryan Kotey	RK	\$27-\$42	197	\$40.00	\$ 7,880.00
CAD Tech	Patrick Kinney	PK	\$22-\$37	102	\$25.50	\$ 2,601.00
Senior Eng.	Greg Young	GY	\$49-\$79	66	\$63.60	\$ 4,197.60
Senior Eng.	Kelly Gallagher	KG	\$49-\$79	53	\$65.20	\$ 3,455.60
CAD Manager	Bob Maechler	BM	\$34-\$56	8	\$45.50	\$ 364.00
Senior Eng.	Garrett McLaughlin	GM	\$49-\$79	4	\$60.80	\$ 243.20
Survey Mgr	Jim Thornton	JT	\$39-\$62	30	\$50.90	\$ 1,527.00
Survey Tech	Alfonso Dabu	AD	\$29-\$42	89	\$33.60	\$ 2,990.40
Survey Tech	Ryan Kotey	RK1	\$29-\$42	0	\$40.00	\$ -
Environmental Mgr.	Ray Weiss	RW	\$52-\$67	0	\$63.10	\$ -
Admin Asst	Phyllis Jordan	PJ	\$12-\$50	0	\$35.80	\$ -
				658	\$	29,387.80

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$29,387.80	
b) Escalation for Multi-Year Project (0.0%):	\$0.00	
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	<u>\$29,387.80</u>	\$29,387.80

**FRINGE BENEFITS**

d) Fringe Benefits (Rate: 37.9%):		
e) TOTAL FRINGE BENEFITS [(c) x (d)]	<u>\$11,137.98</u>	\$11,137.98

**INDIRECT COSTS**

f) Overhead (Rate: 116.9%):		
g) Overhead [(c) x (f)]	<u>\$34,354.34</u>	
h) General Administration (Rate: 0.0%):		
i) Gen & Admin [(c) x (h)]	<u>\$0.00</u>	
j) TOTAL INDIRECT COSTS [(g) + (i)]	<u>\$34,354.34</u>	\$34,354.34

**FIXED FEE (Profit)**

k) Fixed Fee		
l) TOTAL PROFIT [(c) + (e) + (j)] x (k)	<u>\$7,480.00</u>	\$7,480.00

**OTHER DIRECT COSTS (ODC)**

Travel (@ active IRS mileage r):	270 miles @	\$0.535	\$144.45	
Travel (Survey) (@ active IRS r):	540 miles @	\$0.535	\$288.90	
Pier Diem/ Hotel	8 days @	\$150.00	\$1,200.00	
Delivery	1 @	\$6.54	\$6.54	
Title Reports (1 at \$400 (< 2 acres) and 1 at \$1,600 (>2 acres))			\$0.00	
m) Other Direct Cost Subtotal:			\$1,639.89	\$1,639.89

p) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	<u>\$21,000.00</u>	<u>\$21,000.00</u>
---	--------------------	--------------------

r) TOTAL COST		<b>\$105,000.00</b>
---------------	--	---------------------

PHASE 2  
COST PROPOSAL

CONTRACT No. ROW Services for Hill Road MP 7.75 Landslide Repair Project  
CONSULTANT Bender Rosenthal, Inc.

Date 7-Apr-17

DIRECT LABOR

Classification	Name	Task	Labor Range	Hours	Initial Hourly Rate	Total
Senior PM	Bob Morrison	PM		4.0 @	\$ 144.23	\$ 576.92
Senior ROW Specialist	Mike Lahodny	ROW Planning/Cert	\$30-\$80	16.0 @	\$ 62.00	\$ 992.00
Appraiser(s)	David Houghton	Waivers	\$30-\$80	80.0 @	\$ 41.00	\$ 3,280.00
Acquisition Agents	Jeff Aldal	Acquisitions	\$40-\$80	40.0 @	\$ 42.70	\$ 1,708.00
Researchers	Angela Hernandez	Waivers	\$15-\$50	20.0 @	\$ 27.00	\$ 540.00
Administrator / Clerical	Alyssa Ballantyne	Support	\$15-\$50	10.0 @	\$ 20.00	\$ 200.00

Subtotal Direct Labor Costs \$ 7,296.92

Total Direct Labor Costs \$ 7,296.92

FRINGE BENEFITS

	Rate	Total
Fringe Benefits	64.80%	\$ 4,728.40
<b>Total Fringe Benefits</b>		<b>\$ 4,728.40</b>

INDIRECT COSTS

	Rate	Total
Overhead/General and Administrative	39.27%	\$ 2,865.50
<b>Total Indirect Costs</b>		<b>\$ 2,865.50</b>

FEE

\$ 1,489.08

OTHER COSTS

	Rate	Total
Mileage	900.00 \$ 0.535	\$ 481.50
Independent Appraisal Review Fee (Sierra West Valuation)	2 at \$ 2,000.00	4,000.00
Shipping	10 \$ 13.86	\$ 138.60
<b>Total Other Costs</b>		<b>\$ 4,620.10</b>

TOTAL COSTS

\$ 21,000.00

