

AMENDMENT TWO TO AGREEMENT FOR ENGINEERING SERVICES  
FOR  
HILL ROAD MP 7.75 LANDSLIDE REPAIR  
IN LAKE COUNTY, CALIFORNIA

THIS AMENDMENT TWO TO AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the County of Lake, hereinafter referred to as "COUNTY", and Quincy Engineering, Inc., hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, COUNTY and CONSULTANT have entered into an AGREEMENT dated May 2, 2017 to provide preliminary and final design, right of way, bidding and construction assistance services in order to repair the Hill Road MP 7.75 Landslide; and

WHEREAS, CONSULTANT desires to amend their budget for work on various tasks; and

WHEREAS, Article XV, Section A, "MODIFICATION", of said AGREEMENT allows that matters concerning scope of services which affect the agreed price may only be modified by written amendment thereto, executed by both parties; and

WHEREAS, COUNTY AND CONSULTANT now desire to amend said Agreement to complete the necessary work.

NOW, THEREFORE, the parties hereto agree as follows:

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

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

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

- C. **Compensation:** The method of payment for this contract will be based on Actual Cost-Plus-Fixed Fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work set forth in Exhibit "B" as hereby modified by Exhibit "C". Direct Costs for Sub-consultants will be billed as actual costs. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

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

For all services CONSULTANT shall be paid in accordance with the budget set forth in Exhibit "B" as hereby modified by Exhibit "C", provided however that the total payments to CONSULTANT shall not exceed \$420,805.07 for Hill Road MP 7.75 Landslide Repair Project without prior written authorization by COUNTY and formal Amendment to this Agreement.

Hill Road MP 7.75 Landslide Repair Project; Phase 1, Preliminary Engineering.....	\$285,249.99
Hill Road MP 7.75 Landslide Repair Project; Phase 2, Final Engineering.....	\$135,555.08
Hill Road MP 7.75 Landslide Repair Project; All Phases.....	\$420,805.07

In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$21,011.90 for Hill Road MP 7.75 Landslide Repair Project. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

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

3. "Term", under ARTICLE VII, "TERM" is modified from December 31, 2022 to December 31, 2023.

Except as specifically modified herein, all other terms and conditions of the AGREEMENT dated May 2, 2017, and AMENDMENT ONE dated November 17, 2020, shall remain in full force and effect.

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

COUNTY OF LAKE:

Quincy Engineering, Inc.

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



ATTEST:

SUSAN PARKER  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

ANITA L. GRANT  
County Counsel

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

By: 



<b>Consideration of Division of Safety of Dams Enforcement Regulations (Action Item)</b>
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### **Introduction**

One of the statutory responsibilities of the California Water Commission is to approve Department of Water Resources (DWR) rules and regulations not pertaining to the management and administration of the Department. DWR's Division of Safety of Dams (DSOD) is developing a rulemaking package that will establish regulations for imposing administrative civil penalties, reservoir restrictions, and other actions to ensure compliance with California's Dam Safety Program. The regulations will establish an administrative process that ensures a dam owner's due process rights are protected through clear, detailed, and consistent administrative enforcement and hearing processes, and, with respect to civil penalties, provide clear and objective methodologies on how the penalties are calculated.

The Commission previously heard this item at its October 20, 2021 meeting. DSOD made modifications to the proposed regulations and made the modifications available to the public beginning on June 23, 2022. The Commission must approve the regulations before they can become effective, pursuant to Water Code section 161.

### **Background**

DSOD regulates approximately 1,240 dams to prevent failure, safeguard life, and protect property. DSOD provides regulatory oversight of dam design, construction, operations, and maintenance as provided for under the California Water Code and California Code of Regulations. While most dam owners meet regulatory requirements on time, there are dam owners that are not compliant with minimum dam safety requirements.

In June 2017, Senate Bill 92 bolstered DSOD's enforcement authority for dam safety violations to include civil penalties, property liens, and reimbursement of the Department's preparation of emergency action plans for non-compliant dam owners under Division 3, Part 1, Chapter 8 of the CA Water Code. Prior to SB 92, DSOD's statutory enforcement authority included directives and orders, reservoir restrictions, orders halting work, and criminal penalties. Referrals could also be made to the Attorney General's Office.

This regulatory action, which is part of the overall effort to bolster dam safety, provides for implementation of the enhanced enforcement provisions included in Senate Bill 92. Specifically, Water Code sections 6429 and 6432 authorize DSOD to impose property liens and punitive reservoir restrictions, and to assess civil penalties of up to \$1,000 per day on dam owners that fail to comply with any provision of Water Code, Division 3, Part 1, or any approval, order, regulation, or requirement of the Department. In addition, Water Code section 6431 authorizes



Mr. Scott De Leon  
 Lake County Public Works Department  
 255 North Forbes, 3rd Floor  
 Lakeport, CA 95453

December 7, 2021

**Re: Hill Road MP 7.75 Landslide Repair - Contract Amendment Request**

Dear Mr. De Leon:

We understand that Lake County (County) is ready to proceed with the right-of-way phase of this project and wants to be ready for Construction by October 2022. Quincy Engineering, Inc. (Quincy) has submitted Draft 90% plans and it is our understanding that the County has approved the associated Right-of-Way Needs Mapping. An amendment is needed to our contract based on the increased number of parcels associated with Right-of-way acquisition, Temporary construction Easements, drainage easements and utility easements.

Quincy and its subconsultants have some of the overall required budget to proceed immediately with the right-of-way phase, but additional budget is needed to achieve all the project goals. While we move forward with the right-of-way phase, we are requesting to amend the project Scope of Work and Budget based on project changes. We respectfully request an amendment to our contract as follows:

	Original Contract	Amendment #1	Amendment #2	As Amended
Fixed Fee	\$11,610.00	\$3,962.57	\$5,439.33	\$21,011.90
Not-To-Exceed Budget (including Fixed Fee)	\$209,000.00	\$86,805.07	\$125,000	\$420,805.07

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

Sincerely,

Quincy Engineering, Inc.

A handwritten signature in black ink, appearing to read 'Robert Ferguson', written over a white background.

Robert Ferguson, P.E.  
 Project Manager

Cc: Carolyn Davis, PE – Principal-in-Charge

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## Justification for Additional Scope of Work

At the time when the original contract and Amendment No. 1 were developed, the project team was seeking a design solution for a retaining wall adjacent to Hill Road. Geotechnical investigations and project type selection led to an approved alternative which locates the proposed retaining wall significantly upslope of Hill Road and requires extensive grading of the landslide mass. This alternative was recommended by Quincy and selected by the County because it provides the necessary slope stability to protect Hill Road from further significant landslide damage and provides a reasonable factor of safety against slope instability of the properties at the top of the slope during project construction.

### *Updated Right-of-Way Needs Description*

#### **APN 029-371-060 HOA (1 Parcel):**

- A portion of the parcel requires a temporary construction easement (TCE) which would include permanent grading and contractor equipment access/storage during construction within the project limits.
- A separate portion of the parcel requires either a permanent take or a permanent roadway maintenance easement adjacent to Hill Road to allow the County permanent access to maintain the grade on a 15-ft wide area between the toe of slope and the edge of pavement in case of future slope movement.
- A separate portion of the parcel requires a new drainage easement to allow the County to install and maintain buried storm drain facilities.
- A rededication of the existing 10-ft sewer easement is needed to become a storm sewer easement to allow the County to install and maintain buried storm drain facilities.
- A separate portion of the parcel requires a permanent retaining wall easement to allow for construction of the new retaining wall and allow the County permanent access for maintenance.

#### **APN 029-382-010 HOA (1 Parcel):**

- A portion of the parcel requires a TCE which would include permanent grading and contractor equipment access/storage during construction within the project limits.
- A portion of the parcel requires a new drainage easement to allow the County to install and maintain buried storm drain facilities.

#### **APN 004-029-550 Peavy (1 Parcel):**

- A portion of the parcel requires a TCE which would include permanent grading within the project limits.
- A separate portion of the parcel requires either a permanent take or a permanent roadway maintenance easement adjacent to Hill Road to allow the County permanent access to maintain the grade on a 15-ft wide area between the toe of slope and the edge of pavement in case of future slope movement.

#### **HOA owned Lancaster Road:**

- The road requires a TCE which would include permanent grading and contractor equipment access/storage during construction within the project limits.
- A separate portion of the road requires a new retaining wall easement to allow for construction of the new retaining wall and allow the County permanent access for maintenance.
- A separate portion of the road requires a new drainage easement to allow the County to install and maintain buried storm drain facilities.

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- A rededication of the existing 10-ft sewer easement is needed within the boundary of the new retaining wall easement and to become a storm sewer easement to allow the County to install and maintain buried storm drain facilities.

**HOA owned Downing Road:**

The road requires a TCE which would allow the contractor access for vehicles and equipment to the private surface streets project site during construction.

**APN 029-382-070, APN 029-382-080, APN 029-392-010, APN 029-392-020, APN 029-392-030 Argonaut (5 Parcels):**

A TCE is needed for the entire parcel which would include permanent grading and contractor equipment access/storage during construction within the project limits.

**APN 029-382-130 Tanti (1 Parcel):**

A TCE is needed for the entire parcel which would include permanent grading and contractor equipment access/storage during construction within the project limits.

**APN 029-383-040 Doren (1 Parcel):**

A TCE is needed for the entire parcel which would include permanent grading and contractor equipment access/storage during construction within the project limits.

**APN 029-383-050 Singh (1 Parcel):**

A TCE is needed for the entire parcel which would include permanent grading and contractor equipment access/storage during construction within the project limits.

**APN 029-391-060 Deuchar (1 Parcel):**

A TCE is needed for the entire parcel which would include permanent grading and contractor equipment access/storage during construction within the project limits.

**APN 029-391-070 Flores (1 Parcel):**

A TCE is needed for the entire parcel which would include permanent grading and contractor equipment access/storage during construction within the project limits.

**APN 029-392-050 Spivey (1 Parcel):**

- A TCE is needed for the entire parcel which would include permanent grading and contractor equipment access/storage during construction within the project limits.
- A rededication of the existing 10-ft sewer easement is needed to become a storm sewer easement to allow the County to install and maintain buried storm drain facilities.



## **Amendment 2 - Supplemental Scope of Work**

This request is for additional effort required to complete the right-of-way for the Hill Road Landslide Repair Project. Supplemental effort is anticipated because of the increased quantity of effected parcels, requiring Right-of-way Engineering, Appraisal and Acquisition Services. Justifications for supplemental costs are included below.

The County issued a notice to proceed (NTP) for the Right-of-way phase on October 26, 2021. It is recognized that additional scope of work associated with the project right of way phase is needed to successfully complete the project. The following supplemental scope items include a brief justification for the need for supplemental budget.

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

Due to the increased complexity related to project right-of-way, the Quincy QA/QC process will require supplemental budget to ensure that the Right-of-Way process is being followed. A senior level engineer will include an in-depth review of the Right-of-Way Needs, Draft Plat Maps and legal description as a part of the review of the draft PS&E package for uniformity, compatibility, and constructability as well as conformance with the federal program requirements. The right-of-way documents will be compared to the plans and specifications for consistency to ensure that project right-of-way needs are met prior to proceeding with acquisition.

### **Task 4.1 - Right-of-Way Surveying (Supplemental)**

The previous scope of work from the original contract and Amendment #1 included right-of-way surveying (right-of-way engineering) to prepare legal descriptions for up to two (2) fee title acquisitions and up to two (2) temporary construction easements for construction of a wall directly adjacent to Hill Road. The revised scope of work for right-of-way surveying includes the following:

One (1) TCE plat exhibit will be prepared showing the TCE needs for the entire project area. A total of seven (7) plat maps and ten (10) legal descriptions will be prepared. An in-depth description of each required document is described below:

- **Combined Temporary Construction Easement Exhibit:** This single exhibit will be developed to convey the required limits of the parcels identified in the Right-of-Way needs. The combined TCE exhibit will include boundary descriptions of the portions of three (3) parcels (004-029-550, 029-371-060, 029-382-010). The remaining twelve (12) parcels requiring a TCE on the entire parcel will be shown without boundary descriptions. The TCE exhibit is anticipated to be plotted on up to three (3) 8.5x11 sheets. It is understood that a surveyor's seal and signature is not needed for TCE documents.
- Two (2) Plat maps with two (2) legal descriptions will be prepared for the portions of parcels requiring permanent roadway maintenance easements (two (2) total at APN 004-029-550 and APN 029-371-060).
- Three (3) Plat maps and three (3) legal descriptions will be prepared for the new storm sewer easements (three (3) total at APN 029-371-060, APN 029-382-010 and Lancaster Road).
- Two (2) Plat map and two (2) legal descriptions will be prepared for the new retaining wall easements (two (2) total at APN 029-371-060 and Lancaster Road).
- Three (3) Legal Descriptions will be prepared for the rededication of portions of the existing sewer easements (three (3) total at APN 029-371-060, APN 029-392-050 and Lancaster Road).





Draft plat maps/legal descriptions will be submitted to the County for review and comment. Quincy will coordinate with the County's Survey Consultant to establish needs and incorporate comments. Upon receiving approval by the County, Quincy will provide signed final plat maps and legal descriptions.

Per the original contract and Amendment 1, Quincy's previous scope of work included preparation of Plat maps and legal descriptions for two (2) permanent easements and two (2) TCEs. The net increase of required documents per this task is preparation of an additional five (5) additional plat maps for permanent Easements, eight (8) additional Legal Descriptions for permanent easements, and an addition of a three (3) page TCE map encompassing the entire project area.

The County will provide all the necessary Title Reports. Jackets for the conveyance deeds will be prepared by BRI.

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

Based on BRI's current understanding of the project, the scope of work changed from two (2) temporary construction easements and (2) fee parcels to the following: two (2) fee parcels (no change) and twelve (12) temporary construction easements. The contract budget increase request is to cover the additional effort for the additional twelve (12) temporary construction parcels. The new requirements will require an additional twelve (12) independent reviews as required by the FHWA.

#### **TASK 4.3 – Right of Way Acquisition (Bender Rosenthal, Inc.)**

Our initial contract for Task 4.3 was for the acquisitions of two (2) permanent right of way takes and two (2) temporary construction easements. The new requirements show an additional twelve (12) temporary construction easements are required. The contract budget increase request is to cover the additional effort for the acquisition is anticipated.

#### **Task 4.5: Right-of-Way Coordination and Meetings (Added to Task 4)**

Quincy will plan, coordinate, and attend a meeting with the HOA to be held in December 2021. The Lakeside Heights Homeowners Association (HOA) is the primary set of property owners effected by the project and the purpose of the meeting is to inform the HOA of the upcoming project and to discuss the general right of way needs for the project. Quincy will provide a meeting agenda, exhibits and a PowerPoint presentation to explain the project need and purpose, design decisions made, construction impacts, and other issues which may affect members of the HOA. This additional effort was not envisioned to be required in the previous project Scope of Work.

The Quincy Project Manager will coordinate between all Team members to monitor and ensure progress through the right of way phase, ensure adherence to the project schedule, ensure the proper resources are assigned to the project, and communicate regularly with the project team. We have budgeted for a total of 10 one-hour conference call meetings related to project right of way coordination efforts attended by the PM. Meeting notes will be documented and distributed.

## Cost Proposal

Project Number: L01-405		Project Name: Lake County: Hill Road MP 7.75 Landslide Repair Project - Amendment 2 - Additional Right-of-Way															
TASKS	Principal Eng.	Senior PM	Senior Eng.	Assist. Eng. I	Assist. Eng. II	Senior Eng.	Senior Eng.	Survey Mgr	Survey Tech	Intern	PM Asst	Assoc Eng.	Quincy Total Hours	Quincy NLF Budget	Bender Rosenthal, Inc.		Subconsultant Subtotal
	MR	CD	RF	KW	Aha	GY	KG	SI	AD	ME	DA	GK		Actual Labor Multiplier			
	No.	Initial Hourly Rate	\$90.00	\$90.00	\$70.00	\$37.00	\$35.09	\$94.00	\$61.73	\$90.00	\$45.90	\$18.00	\$48.35	\$47.85			
Amendment 2: Add Right-of-Way Services														2.8028			
3.4	QA/QC Review		2	2	8		24	4	4	4		1	2	51	\$10,108		\$0
4	Right-of-Way Services													0	\$0		\$0
4.1	ROW Surveying													0	\$0		\$0
	Plats for Permanent Easements (5 Additional)	1	4					4	25	4				38	\$5,352		\$0
	Combined TCE Plat (3 page exhibit)		4					4	18					26	\$3,997		\$0
	Legal Descriptions for Permanent Easements (8 Additional)	1	4					4	32					41	\$6,051		\$0
	Coordination with County Survey Consultant		4					6						10	\$2,130		\$0
	Additional Staking of Proposed RW								24					24	\$3,088		\$0
4.2	Right-of-way Appraisals		1	8										9	\$1,822	\$35,950	\$35,950
4.3	Right-of-Way Acquisition													0	\$0	\$28,400	\$28,400
4.4	Right-of-Way Certification													0	\$0		\$0
4.5	Right-of-way Coordination and Meetings		16	60	24	16								116	\$19,897		\$0
7.2	Final Right-of-Way Surveying				8				4	16				28	\$3,785		\$0
	Subtotal- Hours	0	21	86	40	16	24	4	26	119	4	1	2	343	\$56,230.08		0
	Estimated Salary Increases for Multi-Year Project														\$3,602.59		
	Other Direct Costs														\$817.66		0
	Total Cost	\$0	\$1,800	\$6,020	\$1,480	\$571	\$2,016	\$327	\$2,080	\$5,462	\$72	\$48	\$96	\$20,062	\$60,850	\$64,349.67	\$0
																	\$64,350

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

Prime Consultant



Subconsultant

Consultant Quincy Engineering, Inc.Project Name Lake County: Hill Road MP 7.75 Landslide Repair Project - Amendment 2 - Additional Right-of-WayProject No. L01-405Contract No. \_\_\_\_\_ Date 12/7/2021

## DIRECT LABOR

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Eng.	Mark Reno	MR	\$70-\$120	0	\$ 99.00	\$ -
Senior PM	Carolyn Davis	CD	\$60-\$120	21	\$ 90.00	\$ 1,890.00
Senior Eng. *	Robert Ferguson	RF	\$50-\$100	86	\$ 70.00	\$ 6,020.00
Assist Eng. I	Kevin Williams	KW	\$26-\$46	40	\$ 37.00	\$ 1,480.00
Assist Eng. I	Ashley Hansen	Aha	\$26-\$46	16	\$ 35.69	\$ 571.04
Senior Eng.	Greg Young	GY	\$50-\$100	24	\$ 84.00	\$ 2,016.00
Senior Eng.	Kelly Gallagher	KG	\$50-\$100	4	\$ 81.73	\$ 326.92
Survey Mgr	Seth Irish	SI	\$50-\$85	26	\$ 80.00	\$ 2,080.00
Survey Tech	Alfonso Dabu	AD	\$29-\$50	119	\$ 45.90	\$ 5,462.10
Intern	Mahala Edgar	ME	\$16-\$25	4	\$ 18.00	\$ 72.00
PM Asst	Desiree Acol	DA	\$25-\$52	1	\$ 48.35	\$ 48.35
Assoc Eng.	Gavin Keating	GK	\$35-\$70	2	\$ 47.85	\$ 95.70
				343		\$ 20,062.11

## LABOR COSTS

- a) Subtotal Direct Labor Costs  
b) Estimated Salary Increases for Multi-Year Project

\$20,062.11

\$1,285.35

(see calculation page attached)

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$21,347.46

## INDIRECT COSTS

- d) Fringe Benefits (Rate: 37.90%):  
f) Overhead (Rate: 116.90%):  
h) General Administration (Rate: 0.0%):

e) Total Fringe Benefits [(c) x (d)] \$8,090.69g) Overhead [(c) x (f)] \$24,955.18i) Gen & Admin [(c) x (h)] \$0.00j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$33,045.87

## FIXED FEE

- k) Fixed Fee (10.0%):

l) TOTAL FIXED FEE [(c) + (j)] x (k) \$5,439.33

## CONSULTANT'S OTHER DIRECT COSTS (ODC)

Travel (@ active IRS mileage rate)

544 miles @ \$0.560 \$304.64

Pier Diem/ Hotel

3 days @ \$150.00 \$450.00

11 X 17 Reproduction

@ \$0.00

Mounting Boards for Presentations

@ \$0.00

Newsletters (Translation and printing)

@ \$0.00

Subtotal Vendor Reproduction

\$0.00

Title Report

0 @ \$0.00 \$0.00

Miscellaneous

\$63.02

m) TOTAL OTHER DIRECT COSTS \$817.66 \$817.66

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

Bender Rosenthal, Inc.

\$64,349.67

\$64,349.67

\$64,349.67

o) TOTAL COST [(c) + (j) + (l) + (m) + (n)] \$125,000.00

## NOTES:

- Key personnel marked with an asterisk (\*).
- Employees subject to prevailing wage marked with two asterisks (\*\*).
- Anticipated salary increases calculation (Item "b") on attached page.
- Note: Invoices will be based upon actual QEI hourly rates plus overhead at 154.8% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.

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

PAGE 2 OF 3

Consultant Quincy Engineering, Inc.Contract No. 0Date 12/7/2021

7.75 Landslide Repair Project - Amendment

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 20,062.11	343	=	\$58.49	Year 1 Avg Hourly Rate

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

	Proposed Escalation =	5.0%		
	Avg Hourly Rate	Proposed Escalation		
Year 1	\$58.49	+	2.5%	= \$59.95 Year 1 Avg Hourly Rate
Year 2	\$59.95	+	5.0%	= \$62.95 Year 2 Avg Hourly Rate
Year 3	\$62.95	+	5.0%	= \$66.10 Year 3 Avg Hourly Rate
Year 4	\$66.10	+	5.0%	= \$69.41 Year 4 Avg Hourly Rate
Year 5	\$69.41	+	5.0%	= \$72.88 Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	0.00%	*	343.0	=	0.0	Estimated Hours Year 1
Year 2	50.00%	*	343.0	=	171.5	Estimated Hours Year 2
Year 3	25.00%	*	343.0	=	85.8	Estimated Hours Year 3
Year 4	25.00%	*	343.0	=	85.8	Estimated Hours Year 4
Year 5	0.00%	*	343.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	343.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$58.49	*	0	=	\$0.00	Estimated Hours Year 1
Year 2	\$59.95	*	172	=	\$10,281.43	Estimated Hours Year 2
Year 3	\$62.95	*	86	=	\$5,397.96	Estimated Hours Year 3
Year 4	\$66.10	*	86	=	\$5,668.08	Estimated Hours Year 4
Year 5	\$69.41	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$21,347.46	
Direct Labor Subtotal before Escalation				=	\$20,062.11	
Estimated total of Direct Labor Salary Increase				=	\$1,285.35	Transfer to Page 1

## NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3

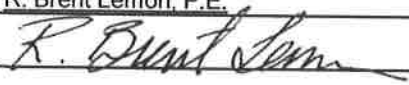
Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: R. Brent Lemon, P.E. Title \*: Principal Engineer  
Signature:  Date of Certification (mm/dd/yyyy): 01/04/2021  
Email: brentl@quincyeng.com Phone Number: 916.368.9181  
Address: 11017 Cobblerock Drive Suite 100 Rancho Cordova, CA 95670

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

List services the consultant is providing under the proposed contract:

Civil design for a landslide repair project

