

AMENDMENT SEVEN TO AGREEMENT FOR
ENGINEERING SERVICES FOR
FOUR (4) BRIDGE REPLACEMENT PROJECTS
AND
TWO (2) BRIDGE REHABILITATION PROJECTS
IN LAKE COUNTY, CALIFORNIA

THIS AMENDMENT TO AGREEMENT is made 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".

WITNESSETH

WHEREAS, COUNTY and CONSULTANT have entered into an AGREEMENT dated September 27, 2011, and Amendment One dated March 26, 2012, and Amendment Two dated February 19, 2013, and Modification One dated December 19, 2013, and Amendment Three dated December 16, 2014, and Amendment Four dated November 9, 2015, Amendment Five dated January 26, 2016, and Amendment Six dated August 9, 2016 to provide preliminary and final design, environmental support and right-of-way services, in order to replace the Anderson Creek Bridge on Foard Road (14C-0076), Manning Creek Bridge on Mathews Road (14C-0082), Manning Creek Bridge on Ackley Road (14C-0083), and Highland Creek Bridge on Highland Springs Road (14C-0085), and to rehabilitate the Robinson Creek Bridge on Mockingbird Lane (14C-0086), and Harbin Creek Bridge on Harbin Springs Road (14C-0111); and

WHEREAS, CONSULTANT desires to amend their budget for work on Task 8, "ROW Engineering", and Task 9, "Utility Coordination"; and

WHEREAS, CONSULTANT is duly licensed, qualified and experienced to perform said services; 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:

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

"CONSULTANT shall perform the services described in Exhibit "A" and hereby modified by Exhibits "D", "E", "F", "G", and "H", attached hereto and incorporated herein by this reference hereinafter called Scope of Work. Exhibit "D" supersedes and replaces the scope of work contained in Amendment One to Agreement, Exhibit "C". In the event of a conflict between this Agreement and Exhibits "A", "D", "E", "F", "G", and "H", the provisions of this Agreement shall control."

B. ARTICLE VI, "COMPENSATION AND TERMS OF PAYMENT", Section C,

"Compensation" is hereby modified to read as follows:

"Compensation: The method of payment for this contract will be based on actual hourly labor rates plus overhead plus fixed fee. Exhibit "D" supersedes and replaces Exhibits "B" and "C" in Amendment One to Agreement. Exhibit "D", as hereby modified by Exhibits "E", "F", "G", and "H", is the basis for payment for this contract. Direct Costs and Subconsultants 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 be reimbursed for actual travel expenses incurred in the performance of this work, including the use of private vehicles at the rate of 55.5 cents per mile, while traveling away from CONSULTANT's headquarters, which is hereby designated as 11017 Cobblerock Drive, Suite 100, Rancho Cordova, CA 95670. In addition, CONSULTANT's personnel will be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under State Department of Personnel Administration rules. Salary increases will be reimbursable, if the new salary is within the salary range identified in the approved Cost Proposal and is approved by the Contract Manager. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable. For all services CONSULTANT shall be paid in accordance with the method set forth in Exhibits "D", "E", "F", "G", and "H" provided, however, that the total payments to CONSULTANT shall not exceed the following cost per site without prior written authorization by COUNTY and formal Amendment to this Agreement:

<u>Project site</u>	<u>Total</u>	<u>Change</u>
Anderson Creek Bridge on Foard Road (14C-0076)	\$217,086.54	0.00
Manning Creek Bridge on Mathews Road (14C-0082)	239,165.82	0.00
Manning Creek Bridge on Ackley Road (14C-0083)	225,875.10	0.00
Highland Creek Bridge on Highland Springs Road (14C-0085)	217,789.10	0.00
Robinson Creek Bridge on Mockingbird Lane (14C-0086)	236,335.75	+10,370.36
Harbin Creek Bridge on Harbin Springs Road (14C-0111)	227,755.15	0.00
Total	\$1,364,007.46	+ \$10,370.36"

Except as specifically modified herein, all other terms and conditions of the AGREEMENT dated September 27, 2011, Amendment One dated March 26, 2012, Amendment Two dated February 19, 2013, Modification One dated December 19, 2013, Amendment Three dated December 16,


2014, Amendment Four dated November 9, 2015, Amendment Five dated January 26, 2016,
and Amendment Six dated August 9, 2016 shall remain in full force and effect.

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

COUNTY OF LAKE:

Quincy Engineering, Inc.

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: _____

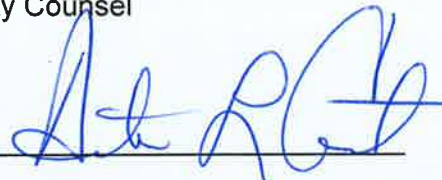
By: 

EXHIBIT "H"

AMENDMENT SEVEN TO AGREEMENT FOR ENGINEERING SERVICES

FOR

FOUR (4) BRIDGE REPLACEMENT PROJECTS

AND

TWO (2) BRIDGE REHABILITATION PROJECTS

IN LAKE COUNTY, CALIFORNIA



Mr. Fred Pezeshk
County of Lake
Department of Public Works
255 N. Forbes Street
Lakeport, CA 95453

May, 23 2017

**Re: Four (4) Bridge Replacements & Two (2) Rehabilitation Project
Amendment #7 Request**

Dear Mr. Pezeshk:

This document is a summary of the various additional scope of work items that have been discussed with the County. This proposed amendment includes the following tasks which correspond to the original contract task numbers. A summary per bridge is also included.

Summary By Task

Additional Fee Not to Exceed

Task 8 – Right of Way Coordination (Robinson)
Task 9 – Utility Coordination (Robinson)

\$6,184.02
\$4,186.34

Total \$10,370.36

Summary By Bridge

Additional Fee Not to Exceed

Robinson Creek Bridge at Mockingbird Lane

\$10,370.36

Total \$10,370.36

Task 8 – Right of Way Coordination (Robinson)

An amendment for out of scope right of way coordination (Quincy) and an additional Plat and Legal description (Conser) is required due to a larger number of affected parcels relative to the scope of work.

After a change in project scope from a deck replacement to a full bridge replacement, and an unforeseeable increase in the roadway profile due to hydraulic constraints, the project will now require temporary construction easements from five parcels. Temporary construction easements are necessary to provide access to reconfigure driveways for a higher roadway profile. Currently only four affected parcels are scoped.

Additional budget is requested to prepare a plat and legal description for the fifth out of scope parcel. Budget is also requested to attend an out of scope right of way coordination meeting with property owners to discuss the project impacts. Past project experience has shown that a right of way meeting with property owners helps them to better understand how the project will affect them. This also allows them to provide input on the design and in some cases, allows for the design to be altered to reduce impacts to their parcel. This can save significant time and money later in construction if a property owner requests changes because they did not fully understand how the project would affect them. Last, additional budget is necessary to coordinate the temporary construction easement for the out of scope fifth parcel.

developing YOUR vision | delivering YOUR project



Task 9 – Utility Coordination (Robinson)

An amendment for out of scope utility coordination is requested for the Robinson project.

After a change in project scope from a deck replacement to a full bridge replacement, the impacts to utilities by the project will be larger than anticipated. Large cranes will be necessary to install deep pile foundations which will conflict with the existing overhead electric and communication lines. This equipment would not have been necessary for the originally scoped deck replacement which will increase utility coordination efforts to relocate these overhead lines.

Additional coordination effort will also be necessary to assist with the relocation of two waterlines on the bridge. It has come to our attention that these two lines are owned by a single property owner to service several parcels. Typically, water lines are owned by larger water districts which have the resources to design and relocate their facilities. Additional coordination effort will be necessary to work with the property owner and explain the relocation process. The property owner will also likely need some assistance with temporary and permanent waterline layouts/details.

This amendment represents extra work required to complete the project. Utility and right of way coordination efforts are always the most difficult to estimate because the coordination effort is dependent on the responsiveness of property owners and utility companies. As always QEI strives to efficiently deliver projects under budget, however we were not able to anticipate the larger efforts for these two tasks.

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.

Mark L. Reno, P.E.
Project Manager

Encl: Project Cost Sheets

Cc: File

CONSER

LAND SURVEYING

Greg Young
Quincy Engineering Inc.
11017 Cobblerock Drive, Suite 100
Rancho Cordova, Ca. 95670

RE: Six Bridge Replacement Project – Additional TCE and Exhibit for Robinsion Creek Bridge

Dear Mr. Young,

As requested, here is the estimated fee required to perform the necessary work to prepare the Temporary Construction Easement and any accompanying exhibit. The fees below are estimated cost on a per TCE basis:

- | | | |
|------------------------------------|------------------|-------------------|
| • Administrative correspondence | 3 hrs @ \$95.00 | = \$285.00 |
| • Drafting Exhibit | 4 hrs @ \$95.00 | = \$380.00 |
| • Preparation of Legal Description | 3 hrs @ \$110.00 | = \$330.00 |
| • Principal Review, Stamp & Sign | 2 hrs @ \$130.00 | = \$260.00 |

Estimated fees per TCE: \$1255.00

Truly,

Michael S. Conser LS 8383

5/18/17



Cost Summary

6 Bridges Replacement and Rehabilitation Project

Date: 5/23/2017

Quincy Engineering, Inc.

	<u>QEI Total</u>	<u>Bridge Total</u>
Anderson Creek Bridge Replacement	\$0.00	\$0.00
Manning Creek Bridge Replacement at Mathews	\$0.00	\$0.00
Manning Creek Bridge Replacement at Ackley	\$0.00	\$0.00
Highland Creek Bridge Replacement	\$0.00	\$0.00
Robinson Creek Bridge Rehabilitation	\$9,115.36	\$10,370.36
Harbin Creek Bridge Rehabilitation	\$0.00	\$0.00
Escalation for Multi-Year Project (0.0%):	\$0.00	\$10,370.36
Total Loaded Labor Costs	\$9,115.36	
	\$0.00	
A. Labor Subtotal	\$9,115.36	

Subconsultant Costs:

ASI	\$0.00
Wreco	\$0.00
Taber	\$0.00
Ruzicka	\$0.00
Conser	\$1,255.00
Bollard	\$0.00
Northwest BioSurvey	\$0.00
JRP	\$0.00
B. Subconsultant Subtotal	\$1,255.00

Other Direct Costs:

Travel	miles @ \$0.555	\$0.00
Pier Diem/ Hotel	days @ \$150.00	\$0.00
Survey Equipment	hours @ \$20	\$0.00
Delivery/Printing (See itemized 10-H)		\$0.00
C. Direct Cost Subtotal:		\$0.00

Labor Subtotal A. =	\$9,115.36
Fixed Fee (0.0%):	\$0.00
Subconsultant Subtotal B. =	\$1,255.00
Fixed Fee (0.0%):	\$0.00
Direct Cost Subtotal: C. =	\$0.00
Fixed Fee (0.0%):	\$0.00

TOTAL = **\$10,370.36**

Note: Labor costs to be invoiced based on actual hourly rate plus overhead plus fixed fee.
Subconsultants and Other Direct Costs to be invoiced at actual costs.

Project Name: Engineering Services for Six Bridge Replacement and Rehabilitation Projects

PHASE 2 - Construction											
Task 11: Construction Support											
Task 12: Finalizing Project Records / Prepare Record / As-built Drawings											
12.0 Mile Build Plans and Project Record											
Total Hours =											
Total Costs =											
QEI											
QEI Phase 2 Execution (6% per year)											
2.5% @ 6% =											

overhead factor based on:
the based on 10% 1.1

[illegible]

Project Total	\$10,370.36
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Mockingbird Creek Bridge Replacement
Quincy Engineering, Inc.