

AMENDMENT TWO TO AGREEMENT FOR RIGHT OF WAY 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 \_\_\_\_\_, 2018, by and between the County of Lake, hereinafter referred to as "COUNTY", and Bender Rosenthal, Inc., hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, COUNTY and CONSULTANT have entered into an AGREEMENT dated January 13, 2015, and Amendment One dated December 28, 2017, to provide right of way services, including appraisal and acquisition of affected properties, as required for the replacement of 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 for the rehabilitation of 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 the additional effort required to secure the necessary right of way for Robinson Creek Bridge on Mockingbird Lane; and

WHEREAS, CONSULTANT is licensed as a real estate broker and appraiser in the State of California and is qualified and willing to provide said services; and

WHEREAS, Article XV, Section A, "MODIFICATION", of said Agreement allows that 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; 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 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 Exhibits "A" and "C", 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 Rates of Compensation set forth in Exhibit "B", as modified by Exhibit "C", which include labor costs, overhead rates, fee and Direct Costs. 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. For all services and CONSULTANT shall be paid in accordance with the budget set forth in Exhibit "B", as modified by Exhibit "C", provided however, total payments to CONSULTANT shall not exceed \$148,080.00 (if appraisals are performed for all parcels) or \$110,300.00 (if waiver valuations are performed for all parcels) without prior written authorization by COUNTY and formal Amendment to this Agreement. The cost breakdown is as follows:

If appraisals are performed for ALL parcels (Robinson and Harbin will each include one waiver valuation), the fee shall not exceed the Following:

Manning Creek at Ackley Road AND Highland Creek at Highland Springs Road	\$43,200.00
Manning Creek at Mathews Road AND Anderson Creek at Foard Road	\$59,800.00
Robinson Creek at Mockingbird Lane AND Harbin Creek at Harbin Springs Road	\$45,080.00
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Total Not To Exceed	\$148,080.00

If waiver valuations are performed for ALL parcels, instead of appraisals, the fee shall not exceed the Following:

Manning Creek at Ackley Road AND Highland Creek at Highland Springs Road	\$33,000.00
Manning Creek at Mathews Road AND Anderson Creek at Foard Road	\$49,600.00
Robinson Creek at Mockingbird Lane AND Harbin Creek at Harbin Springs Road	\$27,700.00
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Total Not To Exceed	\$110,300.00"

Except as specifically modified herein, all other terms and conditions of the AGREEMENT dated January 13, 2015, and Amendment One dated December 28, 2017 shall remain in full force and effect.

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

COUNTY OF LAKE:

CONSULTANT:

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

\_\_\_\_\_  
Bob Morrison, President  
Bender Rosenthal, Inc.

ATTEST:

CAROL J. HUCHINGSON  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

ANITA L. GRANT  
County Counsel

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

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

## **EXHIBIT “C”**

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**BENDER  
ROSENTHAL, INC.**

COMMERCIAL VALUATION AND RIGHT OF WAY SERVICES

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[www.benderrosenthal.com](http://www.benderrosenthal.com)

December 14, 2017

Mr. Fred Pezeshk, PE  
Lake County Public Works  
255 N. Forbes Street, Rm 309  
Lakeport, CA 95453

RE: BRI Harbin and Robison Creek ROW Budget

Mr. Pezeshk,

The purpose of this memo is to provide a summary of our budget to date for the Harbin and Robinson Creek right of way activities.

**Discussion**

The scope of work for Harbin and Robinson increased from 3 parcels to 5 parcels. This included 1 appraisal, 1 appraisal update, and 4 waiver valuations. (we had to update an appraisal based on changed field conditions) The revised numbers also include 5 negotiations and 1 extended negotiation plus additional management time. The original budget was \$27,700 if waivers valuations were performed or \$34,500 if we completed appraisals. Based on the unit prices shown in the contract, the budget should be revised to \$45,080.

The work at Harbin Creek was completed within the original budget. The work at Robinson creek expended to 4 parcels instead of 2 parcels originally scoped. The additional management time was due to the extended project development team coordination and extended coordination with Caltrans due to the complexities found on the Williams property associated with the Robinson Creek Bridge replacement. This also included additional property owner meetings, and the signing of a possession and use agreement.

**Below is the original budget**

	<b>Units</b>		<b>Rate</b>	<b>Fee</b>
Task 1-Project Initiation	12	Hours	\$ 165	\$ 1,980
Task 2-Project Management	20	Hours	\$ 165	\$ 3,300
Task 3-Right of Way Services				
Task 3.1-Coordination with Design Consultant	8	Hours	\$ 165	\$ 1,320
Task 3.2-Right of Way Appraisals				
Robinson Creek Bridge	2	Waiver	\$ 1,800	\$ 3,600
Harbin Creek Bridge	1	Appraisal	\$ 4,000	\$ 4,000
Review Appraisals	1	Review	\$ 1,500	\$ 1,500
Task 3.3 - Right of Way Acquisition				
Robinson Creek Bridge	2	Acquisition	\$ 3,000	\$ 6,000
Harbin Creek Bridge	1	Acquisition	\$ 3,500	\$ 3,500
Escrow Services	3	Escrow	\$ 500	\$ 1,500
Task 3.4 - Right of Way Certification	2	Certification	\$ 500	\$ 1,000
<b>Total Fee for Services</b>				<b>\$ 27,700</b>


**Below is the proposed revision to the budget.**

	<b>Units</b>		<b>Rate</b>	<b>Fee</b>
Task 1-Project Initiation	12	Hours	\$ 165	\$ 1,980
Task 2-Project Management	32	Hours	\$ 165	\$ 5,280
Task 3-Right of Way Services				
Task 3.1-Coordination with Design Consultant	8	Hours	\$ 165	\$ 1,320
Task 3.2-Right of Way Appraisals				
Robinson Creek Bridge	3	Waiver	\$ 1,800	\$ 5,400
Harbin Creek Bridge	1	Waiver	\$ 1,800	\$ 1,800
Robinson Creek Bridge	1	Appraisal	\$ 4,000	\$ 4,000
Robinson Creek Bridge	1	Appraisal	\$ 1,800	\$ 1,800
		Update		
Review Appraisals	1	Review	\$ 1,500	\$ 1,500
Task 3.3 - Right of Way Acquisition				
Robinson Creek Bridge	4	Acquisition	\$ 3,000	\$ 12,000
Williams extended Negotiations	1	Acquisition	\$ 3,000	\$ 3,000
Harbin Creek Bridge	1	Acquisition	\$ 3,500	\$ 3,500
Escrow Services	5	Escrow	\$ 500	\$ 2,500
Task 3.4 - Right of Way Certification	2	Certification	\$ 500	\$ 1,000
<b>Total Fee for Services</b>				<b>\$ 45,080</b>

**Fred Pezeshk, PE**  
**December 14, 2017**  
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Please let me know if you would like any further clarifications.

A handwritten signature in blue ink, appearing to read "Bob Morrison", is written over a horizontal line.

Bob Morrison, PE, CA Broker #01837271  
President