

AMENDMENT EIGHT 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 _____, 2018, 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, Amendment Six dated August 9, 2016, and Amendment Seven dated June 27, 2017, 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 10, "Construction Support"; 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", "H", and "I", 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", "H", and "I", 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", "H", and "I", 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", "H", and "I" 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)	243,301.34	+6,965.59
Harbin Creek Bridge on Harbin Springs Road (14C-0111)	227,755.15	0.00
Total	\$1,370,973.05	+ \$6,965.59"

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, Amendment Six dated August 9, 2016, and Amendment Seven dated June 27, 2017 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: _____

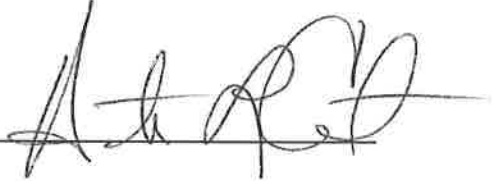
By:  _____

EXHIBIT "I"

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

October, 2 2018

Re: Four (4) Bridge Replacements & Two (2) Rehabilitation Project - Amendment #8 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 task which correspond to the original contract task number. A summary per bridge is also included.

Summary By Task

Task 10 – Construction Support (Robinson)

Additional Fee Not to Exceed

\$6,965.59

Summary By Bridge

Robinson Creek Bridge at Mockingbird Lane

Additional Fee Not to Exceed

\$6,965.59

Task 10 – Construction Support (Robinson)

The original contract assumed a construction support level of effort. The construction support scope of work is an estimated level of effort based on what types of questions and analysis may be required during construction. The actual support effort is dependent on many things including the contractor's level of experience and what issues come up during construction which Quincy is asked to evaluate.

After CIDH pile construction several pile anomalies were discovered based on the results of Gamma-Gamma Logging. These anomalies resulted in rejected piles that had to be evaluated for structural, geotechnical, and corrosive considerations. After further cross-hole sonic testing the County asked Quincy to evaluate the rejected piles under 49-3.02A(4)(d)(iii) of the Caltrans specifications. Quincy also followed the process outlined in Caltrans Memo to Bridge Designers 3-7. This labor-intensive analysis resulted in Quincy needing to set up and run several models to determine the piles reduced capacity. Quincy also coordinated with Crawford to determine the pile shear, moment, and axial demands. Crawford evaluated the pile geotechnically and Quincy evaluated the pile structurally. This necessary analysis outlined by Caltrans resulted in the need for additional construction support budget. It was not possible for the County, Quincy or Crawford to anticipate that pile anomalies would occur during construction.

Please give me a call to discuss any questions you may have on this proposed amendment.

Sincerely,

Quincy Engineering, Inc.

A handwritten signature in cursive script that reads 'Mark L. Reno'.

Mark L. Reno, P.E.
Project Manager

Encl: Project Cost Sheets Cc: File

developing YOUR vision | delivering YOUR project

16-306.1 Robinson Creek Bridge at Mockingbird Lane
Quincy Job No. L01-816

Note: Mark-ups are Not Allowed

Job No. 16-306.1

Consultant Crawford & Associates, Inc.

Contract No. Construction Obs.

Date 8/27/18

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Principal	R. Sowers		\$55.00	\$0.00
Project Manager	E. Nichols	6.50	\$50.48	\$328.12
Senior Engineer/Geologist	D. Castro		\$35.00	\$0.00
Project Manager	S. Carter		\$45.25	\$0.00
Project Manager	T. Ballard		\$50.48	\$0.00
Project Manager	A. Killinger		\$45.67	\$0.00
Project Engineer II	R. Houghton		\$26.50	\$0.00
Project Engineer II	J. Wright		\$29.81	\$0.00
Project Engineer I	S. Leyva		\$25.96	\$0.00
Project Engineer I	N. Anderson		\$25.00	\$0.00
Drafter	K. Lewis	7.00	\$22.50	\$157.50
Drafter	S. Crawford		\$35.00	\$0.00
Drafter	H. Wagenman		\$23.00	\$0.00
Project Assistant	A. Tiznado		\$14.00	\$0.00
Project Assistant	D. Isom		\$20.00	\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$485.62

b) Anticipated Salary Increases (see page 2 for sample)

\$0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]

\$485.62

FRINGE BENEFITS

d) Fringe Benefits (Rate: 29.00%)

e) Total Fringe Benefits

[(c) x (d)]

\$140.83

INDIRECT COSTS

f) Overhead

(Rate: 100.00%)

g) Overhead [(c) x (f)]

\$485.62

h) General and Administrative

(Rate: 35.00%)

i) Gen & Admin [(c) x (h)]

\$169.97

j) Total Indirect Costs [(e) + (g) + (i)]

\$796.42

FEE (Profit)

q) (Rate: 10.00%)

k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]

\$128.20

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Certified Asbestos Consultant- NESHAP Comp.	1	\$0.00	\$0.00
m) County Environmental Health Permit	1	\$0.00	\$0.00
n) Drill Rig and Crew	1	\$0.00	\$0.00
p) Pier Diem, Field Engineer/Geologist	1	\$0.00	\$0.00
q)	0	\$0.00	\$0.00
r)	0	\$0.00	\$0.00
s)	0	\$0.00	\$0.00

p) Total Other Direct Costs [(l) + (m) + (n) + (o)]

\$0.00

TOTAL COST [(c) + (j) + (k) + (p)]

\$1,410.24

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 (EXAMPLE #1) PAGE 2 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Crawford & Associates, Inc. Contract No. Construction Obs Date 8/27/18

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours) 43339

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$485.62	14	\$35.97	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$35.97	+	3%	=	\$37.05	Year 2 Avg Hourly Rate
Year 2	\$37.05	+	3%	=	\$38.16	Year 3 Avg Hourly Rate
Year 3	\$38.16	+	0%	=	\$38.16	Year 4 Avg Hourly Rate
Year 4	\$38.16	+	0%	=	\$38.16	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	100.00%	*	13.5	=	13.5	Estimated Hours Year 1
Year 2	0.00%	*	13.5	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	13.5	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	13.5	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	13.5	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	13.5	

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	\$35.97	*	14	=	\$485.62	Estimated Hours Year 1
Year 2	\$37.05	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$38.16	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$38.16	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$54.12	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$485.62	
Direct Labor Subtotal before Escalation				=	\$485.62	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

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

Cost Summary

6 Bridges Replacement and Rehabilitation Project

Date: 10/2/2018

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	\$5,555.35	\$6,965.59
Harbin Creek Bridge Rehabilitation	\$0.00	\$0.00
Escalation for Multi-Year Project (0.0%):	\$0.00	\$6,965.59
Total Loaded Labor Costs	\$5,555.35	
	\$0.00	
A. Labor Subtotal	\$5,555.35	

Subconsultant Costs:

ASI	\$0.00
Wreco	\$0.00
Crawford/Taber	\$1,410.24
Ruzicka	\$0.00
Conser	\$0.00
Bollard	\$0.00
Northwest BioSurvey	\$0.00
JRP	\$0.00
B. Subconsultant Subtotal	\$1,410.24

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)			
C. Direct Cost Subtotal:			\$0.00

Labor Subtotal A. =	\$5,555.35
Fixed Fee (0.0%):	\$0.00
Subconsultant Subtotal B. =	\$1,410.24
Fixed Fee (0.0%):	\$0.00
Direct Cost Subtotal: C. =	\$0.00
Fixed Fee (0.0%):	\$0.00

TOTAL =

\$6,965.59

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

[illegible]

PIC	PM		PE	DE		QAVC							
	JQ	MIR		GY	SNC	Assoc.	Assoc.	CAD	Senior	Admin	Sen Su/Assoc	Su/Asst	Su/
\$40.30	\$40.30	\$71.10	\$69.60		\$52.21	\$51.44		\$74.25	\$83.62	\$36.24	\$54.45	\$44.15	\$32.00
\$63.62	\$63.62	\$207.57	\$195.31		\$152.42	\$150.17		71.09	185.76	105.8	156.82	128.63	93.47

Mockingbird Creek Bridge Replacement
Quincy Engineering, Inc.