

AMENDMENT ONE TO AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES  
FOR  
REPLACEMENT OF ROBINSON CREEK BRIDGE AT MOCKINGBIRD LANE (14C-0086)  
IN LAKE COUNTY, CALIFORNIA

THIS AMENDMENT ONE TO AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the County of Lake, hereinafter referred to as "COUNTY", and MGE Engineering, Inc., hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, COUNTY and CONSULTANT have entered into an AGREEMENT dated June 5, 2018 to provide construction management services for the replacement of Robinson Creek Bridge at Mockingbird Lane (14C-0086); and

WHEREAS, the CONSULTANT desires to amend their budget as required for the additional cost of providing inspection services per construction contractor's accelerated schedule; and

WHEREAS, Article XV, Section A, "MODIFICATION", of said AGREEMENT allows modification by a written amendment executed by both parties; and

WHEREAS, COUNTY AND CONSULTANT now desire to amend said Agreement in order 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 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" 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, total payments to CONSULTANT shall not exceed \$261,943.36 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 \$18,705.09. 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.

Except as specifically modified herein, all other terms and conditions of the AGREEMENT dated June 5, 2018 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:

CONSULTANT:

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

\_\_\_\_\_  
H. Fred Huang, President

ATTEST:

CAROL J. HUCHINGSON  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

ANITA L. GRANT  
County Counsel

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

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

**EXHIBIT "C"**

TO

AMENDMENT ONE TO AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

FOR

REPLACEMENT OF ROBINSON CREEK BRIDGE AT MOCKINGBIRD LANE (14C-0086)

IN LAKE COUNTY, CALIFORNIA

April 3, 2019

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

Re: Request to amend Construction Management Cost for Mockingbird Lane at Robinson Creek Bridge Replacement Project.

Dear Mr. Pezeshk:

This letter is to request additional Construction Management cost to accelerate the project due to unforeseen circumstances causing project delays, and administrative project continuation past the original estimated date of completion.

Nesting birds, bat discovery, and wildfires delayed the project necessitating an effort to accelerate the project to complete in water work in Robinson Creek on or before October 15, 2018. As a result of the Contractor's accelerated schedule to complete work and avert an additional construction season, MGE's cost to manage the project increased, including Resident Engineer/Structure Rep duties, and additional field inspection hours, activities verified by field diaries. The acceleration period for the contract is August 12, 2018 through October 15, 2018. During this time the RE worked additional hours to field monitor and perform contract administration work. MGE is crediting Lake County 40 hrs during the evacuation of Lakeport from July 29<sup>th</sup> through August 5<sup>th</sup>, 2019.

Construction Services	August 2018	September 2018	October 15, 2018	
Field Inspection	43 hrs	39 hrs	28 hrs	= 110 hrs
Contract Admin (office)		15 hrs	27 hrs	= 42 hrs
Acceleration Total =				152 hrs

In addition, the project has also continued past the Extended Date For Completion of October 19, 2018, as shown in the Weekly Statement of Working Days on file in the construction records for the project. This effort entails satisfying the project for Caltrans review comments, and communication/reviews of the Contractor's Corrective Action Plan (CAP) in response to the Caltrans field review. MGE is requesting additional hours through March 2019 to assist Lake County in completing the project and the project records. The assigned RE has been working part time on an as-needed basis for this effort. The additional hours are verified by a daily RE report, available for review if requested, and summarized as follows:

Construction Services	Nov 2018	Dec 2018	Jan 2019	Feb 2019	Mar 2019	
CAP/Warranty Insp	6 hrs		12 hrs			=18 hrs
As-Builts		2 hrs				= 2 hrs
Prepare Project History File				12 hrs		=12 hrs
Prepare Final Report				8 hrs		= 8 hrs
Contract Continuation Total =						40 hrs

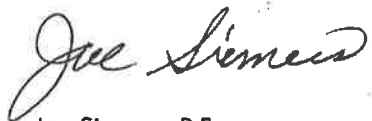
The increased hours for acceleration and continuing the project total 192 hours of effort and are also shown in the amended 10H-1 form under separate cover.

MGE also requests to shift unused Material Testing budget to cover some of the RE/Structure Rep duties in the original contract to lessen the Amendment request. The unused budget is approximately \$11,675.00, which is

equivalent to approximately 68 RE/Structure Rep hours. The amount for the requested Amendment is shown in the 10H at \$20,956.46.

Do not hesitate to call if you have any questions.

Sincerely,

A handwritten signature in cursive script, reading "Joe Siemers".

Joe Siemers, P.E  
Project Manager  
MGE Engineering, Inc.  
7415 Greenhaven Dr., Suite 100  
Sacramento, CA 95831  
(916) 421-1000 Office  
(530) 446-4536 Cell

Attachment:

**EXHIBIT 10-H1 COST PROPOSAL** Page 1 OF 3  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed      Prime Consultant      Subconsultant      2nd Tier Subconsultant  
 Consultant MGE Engineering, Inc.      X  
 Project No. Mockingbird Lane over Robinson Creek, 14C0086      Contract No. BRLO-5914(105)      Date 4/3/2018

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager*	Joe Siemers, PE	0	\$62.00	\$0.00
RE/Structure Representative*	Manouch Mahmoudzadeh, PE	192	\$65.00	\$12,480.00
				\$0.00
				\$0.00

**LABOR COSTS**

a) Subtotal Direct Labor Costs      \$12,480.00  
 b) Anticipated Salary Increases (see page 2 for calculation)      \$0.00  
**c) TOTAL DIRECT LABOR COSTS [(a) + (b)]**      \$12,480.00

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 41.60%) e) Total Fringe Benefits [(c) x (d)]      \$5,191.68  
 f) Overhead (Rate: 96.10%) g) Overhead [(c) x (f)]      \$11,993.28  
 h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)]      \$0.00  
**j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]**      \$17,184.96

**FIXED FEE**      10.00%      **k) TOTAL FIXED FEE [(c) + (j) x (q)]**      \$2,966.50

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
				0.00
Mileage Costs RE/Structure Representative		mile	0.545	0.00
				0.00
Per Diem RE/Structure Representative	CT Travel Guide		\$	0.00
				0.00

**l) TOTAL OTHER DIRECT COSTS**      \$0.00

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

SHN unused budget for Material Testing Services	-11,675.00
	0.00
	0.00
	\$
<b>m) TOTAL SUBCONSULTANTS' COSTS</b>	<b>-\$11,675.00</b>

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]**      **-\$11,675.00**

**TOTAL COST [(c) + (j) + (k) + (n)]**      **\$20,956.46**

**NOTES:**

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Salary increases are not anticipated for this project, as it is 90 Working Days.

**EXHIBIT 10-H1 COST PROPOSAL** Page 2 of 3  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

**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
\$12,480.00	192	=	\$65.00	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	\$65.00	+	3.5%	=	\$67.28	Year 2 Avg Hourly Rate
Year 2	\$67.28	+	3.5%	=	\$69.63	Year 3 Avg Hourly Rate
Year 3	\$69.63	+	3.5%	=	\$72.07	Year 4 Avg Hourly Rate
Year 4	\$72.07	+	3.5%	=	\$74.59	Year 5 Avg Hourly Rate
Year 5	\$74.59	+	3.5%	=	\$77.20	Year 6 Avg Hourly Rate
Year 6	\$77.20	+	3.5%	=	\$79.90	Year 7 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%	*	192.0	=	192.0	Estimated Hours Year 1
Year 2	0.00%	*	192.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	192.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	192.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	192.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	192.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	192.0	

**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	\$65.00	*	192.0	=	\$12,480.00	Estimated Hours Year 1
Year 2	\$67.28	*	0.0	=	\$0.00	Estimated Hours Year 2
Year 3	\$69.63	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$72.07	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$74.59	*	0.0	=	\$0.00	Estimated Hours Year 5
Year 6	\$77.20	*	0.0	=	\$0.00	Estimated Hours Year 6
Total Direct Labor Cost with Escalation				=	\$12,480.00	
Direct Labor Subtotal before Escalation				=	\$12,480.00	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

**NOTES:**

1. 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.
2. 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)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.



**Certification of Direct Costs:**

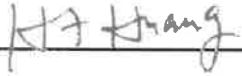
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 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 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: H. Fred Huang, PE Title \*: President  
Signature :  Date of Certification (mm/dd/yyyy): 4/3/2019  
Email: fhuang@mgeeng.com Phone Number: (916) 421-1000  
Address: 7415 Greenhaven Drive, Suite 100, Sacramento, CA 95831

\*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:

Additional Construction Management Services for Mockingbird Lane over Robinson Creek Bridge Replacement Project, Lake County, CA for project acceleration 152 hrs (110 field hrs + 42 office hrs), and part time basis project continuation hours from November 2018 through March 2019, total 40 hrs for Corrective Action Plan implementation and warranty work; As-Builts, Prepare Project History File, Prepare Final Report and Process Final Estimate. Also, we request a shift of \$11,675 of unused Material Testing and Survey Verification Budget to RE/Structure Rep duties, approximately equivalent to 68 hours.

Lake County Mockingbird Lane over Robinson Creek Bridge Replacement Project (Br. No. 14C0086) HBP No. BRLO-5914 (0105) Construction Management Services - MGE Engineering - Estimated Additional Hours April 3, 2019									
	Hourly Rate	Joe Siemers, P.E. - MGE	Manouch Mahmoudzadeh P.E. RE/Structure Rep - MGE	Thomas Tadayon, Construction Inspector - MGE	MGE - Admin Support - Nana Lin	MGE Task Total Hours	SHN Material Testing (unused budget)	SHN (Survey QA)	DCM (Labor Compliance)
<b>Task 1 - PRECONSTRUCTION SERVICES</b>									
270 . 25 Construction Contract Administration Work						0			
270 . 99 Other Construction Engineering and General Contract Administration						0			
<b>SUBTOTAL HOURS</b>		0	0		0	0			
<b>COST</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$ -			
<b>Task 2 - CONSTRUCTION SERVICES</b>									
270 Construction Engineering and General Contract Administration						3/26/2018			
270 . 20 Perform Construction Engineering Work						0			
270 . 25 Construction Contract Administration Work			42			42			
270 . 30 Contract Item Work Inspection			110			110			
270 . 35 Construction Material Sampling and Testing						0	-\$11,675.00		
270 . 40 Perform Safety and Maintenance Reviews						0			
270 . 45 Relief from Maintenance Process						0			
270 . 55 Perform Final Inspection and Recommend Acceptance						0			
270 . 56 Employment Compliance						0			
270 . 65 TMP Implementation During Construction						0			
270 . 70 Environmental Mitigation/Mitigation Monitoring during Construction Contract						0			
270 . 99 Other Construction Engineering and General Contract Administration					12	12			
<b>SUBTOTAL HOURS</b>		0	152	0	12	164			
<b>COST</b>		\$0.00	\$25,833.24	\$0.00	\$0.00	\$ 25,833.24			
285 Prepare and Administer Contract Change Orders									
285.05 Contract Change Order Process						0			
285.10 Functional Support						0			
290 Resolve Contract Claims									
290 . 05 Review and Analyze Notices of Potential Claims						0			
290 . 10 Supporting Documentation & Responses to NOPCs				0	0	0			
<b>SUBTOTAL HOURS</b>		0	0	0	0	0			
<b>COST</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$ -			
<b>Task 3 - POST CONSTRUCTION SERVICES</b>									
295 Accept Contract, Prepare Final Construction Estimate, and Prepare Final Report									
295 . 05 Process Estimate After Acceptance						0			
295 . 10 Prepare Proposed Final Contract Estimate						0			
295 . 15 As-Built Plans		0	2			2			
295 . 20 Prepare Project History File			12			12			
295 . 25 Prepare Final Report			8			8			
295 . 30 Process Final Estimate						0			
295 . 99 Other Accept Contract/Prepare Final Construction Estimate and Final Report			18			18			
<b>SUBTOTAL HOURS</b>		0	40	0	0	40			
<b>COST</b>		\$0.00	\$6,798.22	\$0.00	\$0.00	\$ (11,675.00)			
<b>TOTAL HOURS</b>		0	192	0	12	204			
<b>TOTAL LABOR COST</b>		\$0.00	\$32,631.46	\$0.00	\$0.00	\$ 32,631.46	-\$11,675.00	\$0.00	\$0.00
Per Diem (30 days short term)						\$ -			
Mileage: Estimated 138 miles per trip x 4 trips at \$0.545/mile (Project Manager)						\$ -			
Mileage: Estimated 140 mi x 10 trips at \$0.545/mile (RE/SR)						\$ -			

The cost of our services includes furnishing of all materials, equipment and computers, labor and insurance for all services as outlined in the County's Request for Proposal. These are estimated additional hours due to various project delays assuming longer day work shift and work on Saturdays and project continuation support. WBS codes for MGE internal purposes

**TOTAL COST= \$20,956.46**

(Amendment request if unused Mat'l Testing budget is shifted)