

**AMENDMENT TWO TO AGREEMENT FOR ENGINEERING SERVICES  
FOR  
REPLACEMENT OF COOPER CREEK BRIDGE AT WITTER SPRINGS ROAD (14C-0119)  
IN LAKE COUNTY, CALIFORNIA**

THIS AMENDMENT TWO TO AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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 February 28, 2017 to provide preliminary and final design, environmental services, right of way, bidding and construction assistance services in order to replace the Cooper Creek Bridge at Witter Springs Road (14C-0119); and

WHEREAS, the AGREEMENT was amended on November 6, 2018 to address additional effort that was needed to satisfy NEPA; 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 "D", 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", SECTION C 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", amended by Exhibit "C" and as hereby modified by Exhibit "D", provided however that the total payments to CONSULTANT shall not exceed \$385,802.00 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 \$25,902.95. 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. ARTICLE 7 – "TERM", is amended to extend the term of the agreement from December 31, 2020 until December 31, 2022.

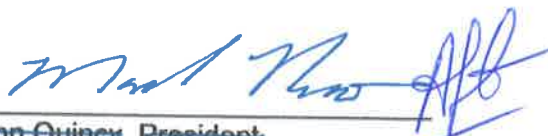
Except as specifically modified herein, all other terms and conditions of the AGREEMENT dated February 28, 2017, and AMENDMENT ONE TO AGREEMENT dated November 6, 2018 shall remain in full force and effect.

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

COUNTY OF LAKE:

Quincy Engineering, Inc.

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

  
\_\_\_\_\_  
John Quincy, President  
Mark Reno, Principal

ATTEST:

CAROL J. HUCHINGSON  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

ANITA L. GRANT  
County Counsel

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

By: 

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF QUINCY ENGINEERING, INC., A CALIFORNIA CORPORATION**

We, the undersigned, being all the directors of Quincy Engineering, Inc., a California corporation, consent and agree that the following Resolution was made on September 6, 2019 at Portland, Oregon:

We consent to the adoption of the following as if it was adopted at a regularly-called meeting of the Board of Directors. In accordance with California law and the corporate by-laws, by unanimous consent, the Board of Directors affirms:

*that the Corporation has information and belief that various clients, including municipalities, government agencies, and state governments, including but not limited to the State of California, may, from time to time, require one or more corporate officers to sign or execute a contractual document. To facilitate the execution of such agreements, the Board invests authority in certain principals and agents to sign or execute agreements on the Corporation's behalf.*

NOW THEREFORE, the Corporation shall: authorize the following principals:

- John Quincy
- Brent Lemon
- Mark Reno
- Jim Foster

to have the authority to sign contracts, agreements, task orders, as well as any amendments to such documents, ("contractual documents") and all documents ancillary to such contractual documents with any client, and such authority shall be considered that of a principal, corporate officer, or vice-president of the firm, as applicable under relevant statute, rule, or ordinance.

Approved:



Chris Rayasam

President/Chair, Board of Directors

# **CERTIFICATION**

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of *Quincy Engineering, Inc.*; and
2. That the foregoing constitutes a Resolution of the Board of said corporation, as duly adopted at a meeting of the Board of Directors thereof, held on the 6<sup>th</sup> day of September, 2019.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed the seal of said corporation, this 6 th day of September, 2019.



Celeste Alvarez, CMA  
Corporate Secretary,  
Quincy Engineering, Inc.



February 26, 2020

Mr. John Everett  
Lake County Public Works Department  
255 North Forbes, 3rd Floor  
Lakeport, CA 95453

Re: Professional Engineering & Project Delivery Services for  
Witter Springs Road at Cooper Creek Bridge Replacement Project  
Federal Project No. BRLO-5914(078) Amendment 2 Request

Dear Mr. Everett:

As the design for this project has developed, additional information has been discovered that was not known when we developed the scope and budget for the contract. The new information includes:

- The project will require right of way acquisitions from a total of four parcels. Our contract included a total of three.
- Right of way impacts include the take of Orchard trees, which will likely increase the appraised amounts to > \$10,000. The contract budget was based on land values <\$10,000. The higher value acquisitions will require full appraisals instead of waiver valuations that were included in the scope of work. This constitute a significant change.
- Establishing the existing parcel boundaries to the accuracy needed for land acquisitions is complicated by the lack of recorded documents and survey monuments. Additional effort to tie the existing boundaries to the project is required.

We respectfully request a contract scope and budget amendment to include additional services to address the full needs for right of way acquisitions. Attached is a scope of work modification, cost breakdown and Caltrans LAPM Exhibit 10H Cost proposal for the additional effort.

A summary of our contract compensation terms as requested is as follows:

Original Contract NTE	\$329,164.77
Amendment 1 (11/6/18)	\$8,413.97
Amendment 2 (this request)	\$48,223.26
New Contract NTE (includes fixed fee)	\$385,802.00

Original Contract fixed fee	\$23,865.05
Amendment 1 (11/6/18)	\$0.00
Amendment 2 (this request)	\$2,037.90
New Contract NTE	\$25,902.95

developing YOUR vision | delivering YOUR project



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

Attachments: Scope of Work for Amendment 2  
Quincy and Subconsultant 10H Forms

Cc: File

**Amendment 2 Scope of Work  
Witter Springs Road at Cooper Creek Bridge Replacement**

**The following tasks are modified from the original scope of work due to discovering additional information which in turn required additional scope of work.**

**Task 7– Right of Way Services**

**Task 7.1 - Surveying**

During preliminary resolution of the existing right of way and property lines, Quincy discovered that substantially more effort and services than was originally anticipated is needed to finalize the right of way and property lines. Additional field and office work will need to be performed that was not anticipated.

After our initial field survey and review of the affected parcels, we realized that the only way to properly resolve the existing property and right of way boundaries would be to tie out multiple section and quarter corners, refer back to the original Government Land Office maps and field notes, and research unrecorded maps. This not only expands our efforts but changes our scope in both the office and field significantly from the original contract scope of work.

To further complicate matters, the north line of our section is the township line which greatly increases the effort required to locate monumentation (There appears to be different locations of the section corners between the north and south of the Township line, therefore, the additional research and effort required to resolve the boundary is compounded in both the office and the field).

There are also very few record maps in the area and the ones that we have, do not agree with each other so we need to do our due diligence and determine sr./jr. rights and break down the original government lots in order to determine the property lines adjacent to the bridge to ensure we acquire the correct area from each property owner.

We also have an additional plat map and legal description which need to be prepared because we will be acquiring the entire roadway from conform to conform in fee. We originally anticipated 3 properties. A fourth property will be affected but because the roadway improvements extend to the North further than originally planned, the Krag property (APN 003-011-040) is affected and we will need to acquire the underlying fee of the road from this owner. This results in additional scope of adding an additional plat and legal to be addressed and prepared as well as locating the property line. Quincy will obtain the additional title report for Krag as well.

**TASK 7.2 - Right of Way Appraisals**

The original contract assumed that a waiver valuation process would be acceptable (based on the assumed value of the acquisition) for the 3 parcels included in the scope

of work. After review of the tree removal diagram, we assume that the appraised value will be too high to utilize the waiver valuation process, and a full appraisal (and independent review) will be required. BRI is requesting additional budget to modify the scope of work from three (3) waiver valuations to four (4) regular appraisals (added an additional parcel) with independent reviews which is required under State regulations.

**Task 7.3 – Right of Way Acquisition**

Currently, we are budgeted for acquisition of 3 APN's. BRI is requesting additional budget for Acquisition services for the 4th APN.



## Cost Proposal

[illegible]

## Exhibit 10-H1 Cost Proposal

## Actual Cost-Plus-Fixed Fee Contracts

☒ Prime Consultant ☐ SubconsultantConsultant Quincy Engineering, Inc.Project Name Copper Creek Survey AmendmentProject No. L01-824Contract No. N/ADate 2/26/2020

## DIRECT LABOR

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Survey Mgr	Jim Thornton	JT	\$40-\$70	24	\$ 64.40	\$ 1,545.60
Survey Tech	Alfonso Dabu	AD	\$29-\$47	42	\$ 45.00	\$ 1,890.00
Survey Chief of Party **	Jim Thornton	JT F	\$37-\$67	22	\$ 64.40	\$ 1,416.80
Survey Chainman /	Alfonso Dabu	AD F	\$29-\$47	22	\$ 45.00	\$ 990.00
Senior Eng.	Greg Young	GY	\$50-\$95	0	\$ 80.00	\$ -
Principal Eng. *	Mark Reno	MR	\$70-\$120	4	\$ 96.00	\$ 384.00
Senior PM *	Carolyn Davis	CD	\$60-\$100	16	\$ 86.00	\$ 1,376.00
Senior Eng. *	Scott McCauley	SMc	\$50-\$95	0	\$ 74.00	\$ -
Senior Eng.	Maxwell Katt	Mk	\$50-\$95	0	\$ 78.00	\$ -
Assist Eng. II	Samatha Narra	SN	\$34-\$62	8	\$ 49.46	\$ 395.64
Assoc Eng.	Andrew Mitchell	AM	\$35-\$65	0	\$ 81.65	\$ -
Assist Eng. I	Brent Harrison	BH	\$26-\$46	0	\$ 32.64	\$ -
CAD Tech	Patrick Kenney	PK	\$25-\$40	0	\$ 34.80	\$ -
Assist Eng. I	Carl Hughes	CH	\$26-\$46	0	\$ 37.80	\$ -
Intern	Igor Kotayubuk	IK	\$16-\$25	0	\$ 25.00	\$ -
Admin Asst	Phyllis Jordan	PJ	\$15-\$62	0	\$ 39.80	\$ -
					138	\$ 7,998.04

## LABOR COSTS

a) Subtotal Direct Labor Costs

\$7,998.04

b) Estimated Salary Increases for Multi-Year Project

\$0.00

(see calculation page attached)

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$7,998.04

## INDIRECT COSTS

d) Fringe Benefits (Rate: 37.90%):

e) Total Fringe Benefits [(c) x (d)] \$3,031.26

f) Overhead (Rate: 116.90%):

g) Overhead [(c) x (f)] \$9,349.71

h) General Administration (Rate: 0.00%):

i) Gen &amp; Admin [(c) x (h)] \$0.00

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$12,380.97

## FIXED FEE

k) Fixed Fee (10.0%):

l) TOTAL FIXED FEE [(c) + (j)] x (k) \$2,037.90

## CONSULTANT'S OTHER DIRECT COSTS (ODC)

Travel (@ active IRS mileage rate)	240 miles @	\$0.580	\$139.20
Pier Dism Hotel	2 days @	\$150.00	\$300.00
Delivery	0 @	\$20.00	\$0.00
Vendor Reproduction			
	Vellum @	\$0.00	
	8 1/2 X 11 Reproduction @	\$0.00	
	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	1 @	\$1,000.00	\$1,000.00
Chain of title	1 @	\$500.00	\$500.00
m) TOTAL OTHER DIRECT COSTS			\$1,939.20

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

BRI	\$23,867.15
0	\$0.00
0	\$0.00
	\$23,867.15

o) TOTAL COST [(c) + (j) + (l) + (m) + (n)] \$48,223.26

## NOTES:

1. Key personnel marked with an asterisk (\*).
2. Employees subject to prevailing wage marked with two asterisks (\*\*).
3. Anticipated salary increases calculation (Item "b") on attached page.
4. 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.