

**FIRST AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 27512**

THIS FIRST AMENDMENT ("Amendment") to Tulare County Agreement Number 27512 (the "Agreement") is entered into by and between the **COUNTY OF TULARE** ("COUNTY") and **QUINCY ENGINEERING, INC.** ("CONSULTANT") as of JUNE 26, 2018, with reference to the following:

- A. The COUNTY and CONSULTANT entered into the Agreement on February 2, 2016, for the purpose of providing professional engineering consultant services; and
- B. COUNTY and CONSULTANT now wish to amend the Agreement in order to increase the amount of compensation provided to CONSULTANT for additional services rendered to the COUNTY.

ACCORDINGLY, COUNTY and CONSULTANT agree as follows:

- 1. Section 2, "TIME FOR PERFORMANCE/TERM" of this Agreement is hereby revised to read as follows:

Time is of the essence in this Agreement. The services as described in Exhibit A and Exhibit A-1, will commence within five days of receipt of a written notice to proceed issued following acceptance of this Agreement by COUNTY. This Agreement shall terminate on December 31, 2021. Mutually acceptable changes in the scope, character, or complexity of the work, if such changes become desirable or necessary as the work progresses, will be accommodated by a supplemental agreement. An appropriate extension of time may be made in the form of a supplemental agreement in case of unavoidable delays. Corresponding warranted adjustments in payment will be made based upon the incorporated rate schedule. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

- 2. Section 3 (e) "COMPENSATION" of the Agreement is hereby revised, in part, to add the following language:

THIRTY THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (\$30,200.00) shall be added to the compensation owed to CONSULTANT to cover additional services provided by the CONSULTANT that were not included in the Agreement. The total compensation from the COUNTY to the CONSULTANT for all services under the Agreement shall not exceed the sum of FIVE HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTEEN DOLLARS AND THIRTY-EIGHT CENTS (\$548,817.38). Exhibit A-1, "Additional Scope of Work" and Exhibit B-1, "Cost Summary" show the additional work provided by the CONSULTANT and the additional compensation owed to the CONSULTANT. These exhibits are incorporated herein by reference.

- 3. This First Amendment becomes effective as of June 26, 2018.

- 4. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

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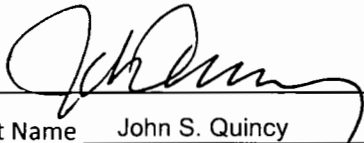
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FIRST AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 27512

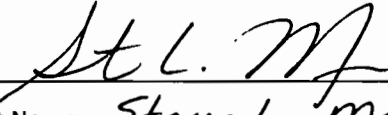
THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

QUINCY ENGINEERING, INC.

Date _____

By 
Print Name John S. Quincy
Title President

Date _____

By 
Print Name Steven L. Mellon
Title Secretary

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

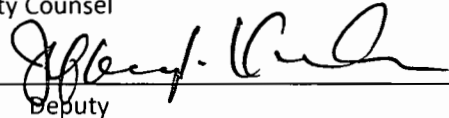
Date 6/24/2018

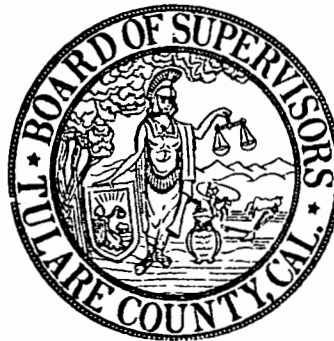
By 
Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By 
Deputy Clerk

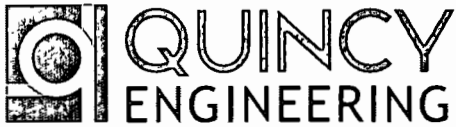
Approved as to Form:
County Counsel

By 
Deputy



Matter # 2018767

Exhibit A - 1
Additional Scope of Work



April 11, 2018

T10-300

Jason Vivian
Tulare County
Resource Management Agency
5961 South Mooney Blvd.
Visalia, CA 93277

Subject: South Fork Kaweah River Bridge – Amendment Request

Dear Mr. Vivian,

As you are aware, there is out of scope work for the South Fork of the Kaweah River Bridge Replacement Project that needs to be completed. This includes extensive coordination with concrete companies, suppliers, bridge prefabricators and precast companies due to the remote site location. Also, the original scope did not include retaining walls on the project. The out of scope work for these non-standard retaining walls will include addition effort for design as well as for the geotechnical subconsultant (Taber).

Included with this package is a combined scope and corresponding fee for the additional work as well as Taber's request to Quincy. The total request for this out of scope work is \$30,200.

If you have any questions, feel free to contact me.

Sincerely,

Quincy Engineering, Inc.

A handwritten signature in black ink that reads 'Lance A. Schrey'.

Lance A. Schrey
Project Manager

Attachments: Amendment 1 - Scope of Work
Exhibit B-1 – Fee
10-H Form
Taber Request

developing YOUR vision | delivering YOUR project

AMMENDMENT 1 - SCOPE OF WORK

Quincy Engineering, Inc. (Quincy) provides the following scope of work and attached corresponding fee (Exhibit A) to address out of scope work for the replacement of the South Fork Kaweah River Bridge on road M348 (Bridge Number 46C0195) in Tulare County (County).

The out of scope work will include extensive coordination with concrete companies to determine the possibility of providing cast-in-place (CIP) concrete to the site as well as the cost to get CIP concrete to the site. Also, additional coordination will be required with prefabricated bridge companies and precast concrete companies to determine alternative options and costs. This additional effort will augment the original Task 1.3 (Project Management & Schedule).

The new bridge will require two retaining walls, which was not reflected in the original scope and fee. The retaining wall on the north side of the river will be approximately 85 feet long by 8 feet high and the retaining wall on the south side of the river will be approximately 50 feet long by 8 feet high. Both walls are anticipated to be soldier pile walls (non-standard). The extra work for this is reflected in new tasks 4.6 (Supplemental Geotechnical Services – Retaining Walls) and 7.14 (Soldier Pile Wall) shown below.

TASK 1 – PROJECT MANAGEMENT

Task 1.3 - Project Management & Schedule

Quincy will coordinate with concrete suppliers to determine cast-in-place concrete prices due to the remote location and challenging access road. Quincy will also coordinate with prefabricated bridge companies and precast concrete companies to determine approximate superstructure costs (for both the steel superstructure, precast concrete deck panels and possible precast abutments).

TASK 4 – GEOTECHNICAL

Task 4.6 – Supplemental Geotechnical Services – Retaining Walls

Taber will perform a site visit, which will include limited testing along the proposed retaining wall lines. Field tests will include review of the existing cut slopes, a seismic refraction survey (to evaluate excavation/rippability) and possible hand probes or shallow test pits in an effort to evaluate foundation conditions and materials along the wall lines. The results will be summarized and incorporated into the Foundation Report along with recommendations for the retaining wall foundations.

TASK 7 – PS&E

TASK 7.14 – Soldier Pile Wall

Quincy will utilize recommendations from Taber to design two non-standard retaining walls. One retaining wall is assumed to be 85 feet long by 8 feet high and the second wall is assumed to be 50 feet long by 8 feet high. This task will include the following:

- Retaining wall design for 2 walls
- Plan preparation (assume 2 additional sheets)
- Independent check of the walls
- Quantity calculations for both walls
- Quantity check calculations for both walls
- Additional Special Provisions required for the walls

Exhibit B - 1
Cost Summary

Cost Proposal

Tulare County - South Fork Kaweah River Bridge

Date: 4/11/2018

Quincy Engineering, Inc.

Direct Labor:	\$7,512.60
Escalation for Multi-Year Project (3.5%):	\$262.94
Overhead (1.64):	\$12,743.33

A. Labor Subtotal \$20,518.88

Subconsultant Costs:

Lane	\$0.00
Taber	\$7,080.00
Avila	\$0.00
Dokken	\$0.00
	\$0.00
	\$0.00

B. Subconsultant Subtotal \$7,080.00

Other Direct Costs:

Plotter/Computer	hours @	\$10.00	\$0.00
Travel	0 miles @	\$0.565	\$0.00
Pier Diem/ Hotel	0 days @	\$150.00	\$0.00
Phone/Fax			\$0.00
Delivery	0 @	\$25.00	\$0.00
Survey Prevailing Wage Differential			\$0.00
Vellum / Mylars	2 sheets @	\$25.00	\$50.00
Title Reports	0 @	\$500.00	\$0.00
11 X 17 Reproduction	10 @	\$0.10	\$1.00
Mounting Boards for Presentations	0 @	\$100.00	\$0.00
Newsletters (Translation and printing)			
Mailings (6x)			
			\$51.00

C. Other Direct Cost Subtotal: \$51.00

Labor Subtotal A. =	\$20,518.88
Fee (12.0%):	\$2,462.27
Subconsultant Subtotal B. =	\$7,080.00
Fee (0.0%):	\$0.00
Other Direct Cost Subtotal: C. =	\$51.00
Fee (0.0%):	\$0.00

TOTAL = **\$30,112.14**

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 163.89% plus prorated portion of fixed fee. Subconsultant and Other Direct Costs will be billed at actual cost.

Total not to Exceed= **\$30,200**

Tulare County - South Fork Kaweah River Bndge

No	TASKS	Principal in Charge	Project Manager - PM	Senior Engineer - DE	Assistant Engineer - DE	Senior Engineer - Spec	Principal Engineer (CC/D/A)	Drafts 2	CC/D Manager	Admin	Associate Engineer	Quincy Total Hours	Tabor	Subconsultant Subtotal
		JC	LS	SM	bridge	GY	JO	Staff	BM	PJ	Bridge	7.14		
	Hourly Rate	\$56.00	\$82.50	\$60.50	\$38.00	\$87.70	\$36.00	\$30.00	\$47.10	\$30.00	\$50.00			
1	Project Management													
1.3	Project Management & Schedule	2	4	24						4		34		
4	Geotechnical													
4.5	Supplemental Geotechnical Services - Retaining Walls		2	4								6	\$7,080	\$7,080
7	PS&E													
7.14	Soldier Pile Wall		8	32	8	2	2	16	2		24	94		
	Subtotal- Hours	2	14	60	8	2	2	16	2	4	24	134		
	Other Direct Costs													
	Total Cost	\$172	\$1,161	\$3,648	\$304	\$135	\$172	\$480	\$94	\$146	\$1,200	\$7,513	\$7,080	\$7,080
	OPTIONAL TASKS													
	Subtotal- Hours													
	Other Direct Costs													
	Total Cost													

County of Tulare
South Fork of the Kaweah River
Bridge Number 46CXXXX

Quincy Engineering Inc.

CONSULTANT COST PROPOSAL

CONSULTANT: Quincy Engineering

DIRECT LABOR

Name	Classification	Range	Hours	Initial Hourly Rate	Total	
John Quincy	Principal in Charge	\$70-\$105	2 @	\$86.00	\$172.00	
Lance Schrey	Project Manager - PM	\$60 - \$87	14 @	\$82.90	\$1,160.60	
Scott Mc Cauley	Senior Engineer - DE	\$49 - \$79	60 @	\$60.80	\$3,648.00	
Assistant Bridge Eng.	Assistant Engineer - DE	\$32 - \$55	8 @	\$38.00	\$304.00	
Greg Young	Senior Engineer - Spec.s	\$49 - \$79	2 @	\$67.70	\$135.40	
John Quincy	Principal Engineer (QC/QA)	\$70-\$105	2 @	\$86.00	\$172.00	
Drafter	Drafter 2	\$22 - \$37	16 @	\$30.00	\$480.00	
Bob Maechler	CADD Manager	\$34 - \$56	2 @	\$47.10	\$94.20	
Phyllis Jorden	Admin	\$12 - \$55	4 @	\$36.60	\$146.40	
		\$25 - \$40	0 @	\$65.00	\$0.00	
		\$25 - \$40	0 @	\$42.00	\$0.00	
	Senior Engineer - Roadway	\$32 - \$50	0 @	\$59.07	\$0.00	
	Assistant Engineer - DE	\$20 - \$32	0 @	\$38.00	\$0.00	
	Assistant Engineer - DE	\$45 - \$75	0 @	\$38.00	\$0.00	
Bridge	Associate Engineer	\$32 - \$63	24 @	\$50.00	\$1,200.00	
		\$45 - \$70	0 @	\$0.00	\$0.00	
			134			
					Subtotal Direct Labor Costs	\$7,512.60
					4% Anticipated Salary Increases	\$262.94

TOTAL - Direct Labor **\$7,775.54**

INDIRECT COSTS

	Rate	Total
Overhead	163.89%	\$12,743.33
Fringe Benefit (Included in OH)	0.00%	
General & Administrative (Included in OH)	0.00%	
	163.89%	

TOTAL - Indirect Costs **\$12,743.33**

FEE (12.00%)

TOTAL - Fee **\$2,462.27**

OTHER DIRECT COSTS

		Total
Travel Costs	0 @	\$0.565
Per Diem / Hotel	0 @	\$150.00
Vellums	2	\$25.00
Overnight Service	0 @	\$25.00
Mounting Boards	0 @	\$100.00
11 x 17 copies	10 @	\$0.10

\$51.00

TOTAL COST **\$23,032.15**

Subcontractor Costs

\$ 7,080.44

Total Contract

\$ 30,112.60

Total Cost not to Exceed = **\$30,200.00**



Corporate Office: 1100 Corporate Drive, Suite 230 | Sacramento, CA 95831 | (916) 455-4225
Modesto: 1165 Scenic Drive, Suite B | Modesto, CA 95350 | (209) 312-7668
Pleasanton: 6200 Stoneridge Mall Road, Suite 330 | Pleasanton, CA 94588 | (925) 401-3515
Rocklin: 4220 Rocklin Road, Suite 1 | Rocklin, CA 95677 | (916) 455-4225
Ukiah: 100 North Pine Street | Ukiah, CA 95482 | (707) 240-4400

March 9, 2018

Taber/CAInc File No. 2014-0059-1

Mr. Lance Schrey, PE
Quincy Engineering, Inc.
11017 Cobblersrock Drive, Suite #100
Rancho Cordova, CA 95670

Subject: **SUPPLEMENTAL GEOTECHNICAL SERVICES**
M348 South Fork Kaweah River Bridge Replacement
Existing Bridge No. 46C-0195
Tulare County, California

Dear Mr. Schrey,

We have reviewed your preliminary plan showing the M438 at the South Fork Kaweah River Bridge Replacement (Sheet L1, dated 9/20/2017). The approaches to the bridge include retaining walls. Retaining Wall No.1 is shown to be 85 feet long between "SF" Sta. 11+15 to Sta. 12+00 and will retain the lower portion of west facing slope that partly exposes hard, intact granitic rock outcrop. Retaining Wall No. 2 is shown to be 50 feet long between "SF" Sta. 13+75 to Sta. 14+25 and will retain an existing cut-slope that exposes colluvium and residual soil. Tentatively, soldier pile walls are planned for these walls. Hard, intact rock and coarse granular materials (cobbles/boulders) will be a consideration for design/construction of vertical pile elements associated with a soldier pile wall.

We recommend additional field review of the site and limited testing along the proposed retaining wall lines to supplement the field exploration already completed. The field tests will include review of the existing cut slopes, a seismic refraction survey (to evaluate excavation/rippability) and possibly hand probes or shallow test pits in an effort to evaluate foundation conditions and materials along the wall lines. The results will be summarized and incorporated into the Foundation Report, along with recommendations for retaining wall foundations.

We request a contract amendment in the amount of \$7,100 to cover these changes. We are prepared to proceed with this work immediately after receipt of your authorization.

Please call if you have questions or require additional information.

Crawford & Associates, Inc,

A handwritten signature in black ink, appearing to read 'Eric Nichols', is written over a horizontal line.

Eric Nichols, PE, CEG
Senior Project Manager

**M348 Bridge at South Fork Kaweah River
Tulare County, California**

2014-0059-1

CONTRACT No. _____
SUB CONSULTANT: **CRAWFORD & ASSOCIATES / TABER CONSULTANTS**
SUPPLEMENTAL GEOTECHNICAL SERVICES

SUBCONSULTANT COST PROPOSAL
March 9, 2018

DIRECT LABOR

Name	<u>Classification</u>	<u>Hours</u>	<u>Initial Hourly Rate</u>	<u>Total</u>
	Principal	0	\$56.48	\$0.00
	Senior Professional	22	\$43.04	\$946.88
	Senior Professional	0	\$42.00	\$0.00
	Staff Professional	26	\$30.93	\$804.18
	Admin. Assistant	0	\$17.00	\$0.00
	Admin Assistant	0	\$20.18	\$0.00
		48		
			Subtotal Direct Labor Costs	\$1,751.06
			Anticipated Salary Increases 0%	\$0.00
			TOTAL - Direct Labor	\$1,751.06

INDIRECT COSTS	<u>Rate</u>	<u>Total</u>
Overhead	90.00%	\$1,575.95
Fringe Benefit (Included in OH)	38.00%	\$665.40
General & Administrative (Included in OH)	110.00%	\$1,926.17
	238.00%	
		TOTAL - Indirect Costs
		\$4,167.52

FEE (10.00%) **TOTAL - Fee** **\$591.86**

OTHER DIRECT COSTS	<u>Total</u>
Mileage (\$0.54/mile at 500 miles)	\$ 270.00
Professional Expenses (2 at \$150/day)	\$ 300.00
	\$ -
	\$ -
	\$570.00
	TOTAL COST
	<u>\$7,080.44</u>

Subcontractor Costs _____
Total Contract **\$ 7,080.44**