

Quincy Engineering, Incorporated

THIRD AMENDMENT TO AGREEMENT FOR SERVICES # AGMT 04-671

THIS THIRD AMENDMENT to that Agreement for Services # AGMT 04-671 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Quincy Engineering, Incorporated, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 3247 Ramos Circle, Sacramento, California 95827-2512, (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide engineering and environmental services including planning, design and project delivery services for Phase 1A and Phase 1B of the U.S. 50/Missouri Flat Road Interchange Project, including the Weber Creek bridges, for County's Department of Transportation pursuant to Agreement for Services # AGMT 04-671 and Amendment I and Amendment II to AGMT 04-671, all of which are incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 04-671 to add additional tasks to the scope of services amending **ARTICLE I, Scope of Services**, as amended and **Exhibits A, A-1, B, and B-1** thereto, and adding **Exhibits A-2 and B-2**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 04-671 to clarify the expiration date, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 04-671 to increase the compensation for services by \$269,950.00, amending **ARTICLE III, Compensation for Services**, as amended and adding **Exhibit C-3**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this Third Amendment to Agreement for Services # AGMT 04-671, as follows:

1. Add Exhibit A-2, entitled ADDITIONAL SUPPLEMENTAL BASE SCOPE OF WORK for U.S. 50/Missouri Flat Road Interchange – Phase 1B.2 Project. Exhibit A-2 is incorporated by reference herein as though fully set forth.
2. Add Exhibit B-2, entitled ADDITIONAL SUPPLEMENTAL OPTIONAL TASKS SCOPE OF WORK. Exhibit B-2 is incorporated by reference herein as though fully set forth.
3. Add Exhibit C-3, entitled Cost Proposal for Additional Supplemental Base Scope of Work, Additional Supplemental Optional Tasks Scope of Work, and Contingency Work And Amended Rate Schedule.

4. Add Optional Tasks for Phase 1C, Riparian Restoration to ARTICLE I, Scope of Work and ARTICLE III, Compensation for Services.
5. Add Optional Task for Phase 1B to ARTICLE I, Scope of Work and ARTICLE III, Compensation for Services.
6. Add contingency provisions to ARTICLE I, Scope of Work and ARTICLE III, Compensation for Services.

ARTICLE I, Scope of Services, paragraph C of the original Agreement, as amended is hereby further amended to read as follows:

**ARTICLE I
Scope of Services**

C. If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file in Microsoft Office 2003 applications (specifically MS Word, MS Excel, and MS Project) and other engineering software used for analytical purposes. Where Consultant produces drawings as a part of a Task, they shall be produced and submitted to County in Microstation. Upon final approval and signature of plans, Consultant shall submit final plans in Microstation and shall also convert all drawings to AutoCAD Version 2010 or AutoCAD Civil 3D 2010 format or latest release, and shall submit all drawings to County utilizing the latest available software technology. This effort shall not require manual alterations to drawings for the purposes of drafting modifications. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XIV, Default, Termination, and Cancellation. County releases Consultant from any liability arising from modifications to electronic files made by County or its agents and for reuse of the files for any purpose other than the purpose for which the files were originally intended.

ARTICLE I, Scope of Services, paragraph D of the original Agreement, as amended, is amended to add the following:

3. For the purpose of specific project Milestones for Phase 1B.2 associated with the tasks and deliverables, as identified in Exhibits A-2 and B-2, the following Milestones and timeframes shall apply:

Milestone	Target Timeframe
<i>35% Preliminary Design Submittal and Draft Design Exception Fact Sheets</i>	Two (2) Weeks After Notice to Proceed Target Date: Completed by January 4, 2013
<i>Supplemental Project Report</i>	Fifteen (15) Days After Exception Approval
<i>Geotechnical Exploration and Results</i>	Eight (8) Weeks After Notice to Proceed Target Date: Completed by February 15, 2013
<i>65% Plans (Roadway and Structures) Submittal</i>	Thirty (30) Days After Supplemental Project Approval Target Date: Completed by April 1, 2013

Milestone	Target Timeframe
90% PS&E Submittal	Thirty (30) Days After 65% Plans (Roadway and Structures) Submittal Comments are Received Target Date: Completed by June 1, 2013
100% PS&E Submittal	Thirty (30) Days After 90% PS&E Submittal Comments are Received Target Date: Completed by August 1, 2013

Due to unforeseen delays, adjustments to the target dates specified above may only be made in accordance with the prior written approval of County's CA.

ARTICLE I, Scope of Services, is hereby further amended to add paragraphs G through J as follows:

G. Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, and shall provide and make available Consultant's own personnel, materials, subconsultants, vehicles and equipment necessary to perform various engineering tasks to assist DOT staff in delivering the proposed U.S. 50/Missouri Flat Road Interchange - Phase 1B.2 Project. Consultant shall perform all activities under this Agreement in accordance with federal, state and local engineering requirements and standards and all services, work, tasks and deliverables shall be consistent with and in conformance with the Project Report and Environmental Documents for the Project.

Services shall include:

- Preliminary design services to prepare project approval document (Bike Path);
- Engineering design; final construction contract document preparation (including plans, specifications and estimates); construction support and observations; Finalize Project Records/Prepare As-Builts
- Preparation of the draft roadway plans and structure plans;

Specific services shall include the additional tasks identified in Exhibit A-2. County's Contract Administrator shall issue a written Notice to Proceed with the additional tasks identified in Exhibit A-2. Consultant shall not commence work on any tasks until receiving the Notice to Proceed. No payment will be made for any work performed prior to the date specified in each written Notice to Proceed.

H. In addition to the specific services identified in Exhibit A-2, this Agreement shall also include the additional supplemental optional tasks described in Exhibit B-2.

Services shall include:

- Environmental Design (Phase 1C)
- Right-of-Way Engineering – Data Confirmation (Phase 1B.2)

- Construction Support and Observation (Phase 1B.2 and Phase 1C)
- Project Closeout (Phase 1B.2 and 1C)
- Prepare As-Builts (Phase 1B)

Specific services shall include the additional tasks identified in Exhibit B-2.

- I. Optional Task - Phase 1C, Riparian Restoration shall include the work described in Task 19 – Environmental Design, of Exhibit B, Optional Tasks Scope of Work of the Original Agreement. Task Order 04-671-04 as amended, includes all of the tasks identified in Task 19 of the original Agreement. This Task 19 is hereby amended to include Consultant's assistance with revised permits and Phase 1C Plans required as a result of Phase 1B construction; revision of PS&E to comply with Caltrans' 2010 Standard Specifications, if required by Caltrans; and construction support and preparation of As-Built Plans. Specific services, schedule, deliverables, and not-to-exceed amount shall be identified in Task Order 04-671-04-02, which shall be completed upon execution of this Amendment or shortly thereafter.
- J. Contingency Provisions - At County's Contract Administrator's sole discretion, Consultant may be required to perform supplemental work on certain elements of items of work that could not be anticipated or foreseen in the amounts budgeted. In these instances, County's Contract Administrator may elect to issue a written authorization to proceed to Consultant for such contingency work utilizing some or all of the funds budgeted for such contingency work under this Amendment.

Should Consultant's services be required under the contingency provisions of this Agreement, County's Contract Administrator will issue Consultant a written authorization to proceed detailing a description of the work to be completed or modified, the required additional deliverables, if any, including reports or other documents to be supplied in connection with the contingency work; the timeframes for performing the work and for submitting the deliverables and a not-to-exceed cost to complete the work. Consultant shall not commence any contingency work until receiving the written authorization to proceed for each contingency item of work assigned. No payment will be made for any contingency work performed prior to the date specified in the written authorization to proceed and no payments will be made for amounts in excess of the not-to-exceed amount of the authorization to proceed.

All of the tasks, if any, assigned to Consultant under the Contingency provisions of this Amendment, shall be the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration and work performed by any subconsultant for services referenced in this Article or in Exhibits A, A-1, A-2, B, B-1, and B-2.

ARTICLE II, Term of the Agreement, as amended, is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire upon the later of County's recordation of the Notice of Acceptance for the final construction contract for Missouri Flat Phase 1 Project or the resolution of all claims, if any, associated with the Project.

ARTICLE III, Compensation for Services of the original Agreement, as amended is hereby further amended to include the following:

ARTICLE III, Compensation for Services, first paragraph of ARTICLE III as amended is hereby further amended to add:

For services provided herein, including all deliverables described in the individual Tasks in Exhibits A-2 and in B-2 for Phase 1B.2 hereto and any progress reports required under ARTICLE V, Progress Reports, herein, County agrees to pay Consultant within thirty (30) days following County receipt and approval of invoice(s). Each invoice submitted shall indicate the percentage of work completed for Project and shall include a progress report substantiating the work that has been completed and invoiced. County's CA will determine if the appropriate percentage has been invoiced based upon progress reports submitted with each invoice.

ARTICLE III, Compensation for Services, fifth and sixth paragraph of ARTICLE III as amended are hereby further amended to add:

The total amount of the Additional Supplemental Base Scope of Work for the U.S. 50/Missouri Flat Road Interchange - Phase 1B.2 to be provided in accordance with Exhibit A-2 is \$129,162.

Additional Supplemental Optional Tasks Scope of Work for the U.S. 50/Missouri Flat Road Interchange - Phase 1B.2 to be provided in accordance with Tasks 21.2 SO, 26 SO, 27 SO, 28 SO, and 29 SO of Exhibit B-2 hereto shall not exceed \$22,788 (Task 21.2 SO - \$6,124; Tasks 26 SO, 27 SO, 28 SO, and 29 SO - \$13,028; and Task 30 SO - \$3,636). These services shall be invoiced in accordance with the percentage of work completed as described above.

The total amount of Additional Supplemental Optional Task services for Phase 1B and Phase 1C, to be provided for Tasks 19.1.7, 19.1.8, 19.1.9, 19.3, 19.4, and Task 30, as herein amended, modified, and supplemented by Exhibit C-3 herein, shall not exceed \$103,000 and shall be invoiced in accordance with Exhibit C-3 page 2, marked "Amended Rate Schedule," incorporated herein and made by reference a part hereof.

Supplemental contingency funds in the amount of \$15,000.00 to provide for supplemental unanticipated/unforeseen tasks are included in this Article as

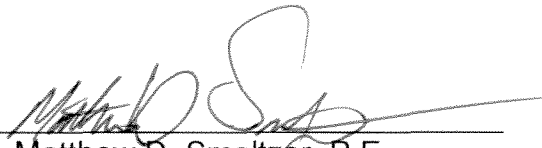
separate funds. Consultant shall invoice for the use of these supplemental contingency funds in accordance with Exhibit C-3 page 2, entitled Amended Rate Schedule, herein. No payment will be made for any work performed prior to the issuance of the written authorization to proceed, and no payment will be made for amounts in excess of the not-to-exceed amount of the authorization to proceed.

ARTICLE III, Compensation for Services, seventh paragraph of ARTICLE III as amended, is hereby further amended to read, as follows:

The total amount of this Agreement, including all of the services detailed in Exhibits A, A-1, A-2, B, B-1, B-2, and Contingency for Supplemental Unexpected/Unforeseen Items of Work hereto, shall not exceed \$4,775,950, as amended inclusive of all costs, expenses and Task Orders and inclusive of all work of subconsultants.

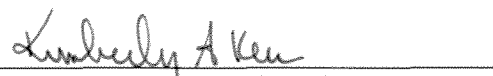
Except as herein amended, all other parts and sections of Agreement for Services # AGMT 04-671 and Amendments I and II to AGMT 04-671 shall remain unchanged and in full force and effect. Nothing herein shall be construed as a waiver, release, or accord and satisfaction of any claims, rights, liabilities, or causes of action County may have against Consultant arising out of the Agreement.

CONTRACT ADMINISTRATOR CONCURRENCE:

By: 
Matthew D. Smeltzer, P.E.
Deputy Director, Engineering
Engineering Division
Department of Transportation

Dated: 12/12/12

REQUESTING DEPARTMENT CONCURRENCE:

By: 
Kimberly A. Kerr, Interim Director
Department of Transportation

Dated: 12/12/12

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement for Services # AGMT 04-671 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____

Chair
Board of Supervisors
"County"

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____ Dated: _____

Deputy Clerk

-- QUINCY ENGINEERING, INCORPORATED --

By: _____ Dated: _____

John S. Quincy
President
"Consultant"

By: _____ Dated: _____

Alan P. Glen
Project Manager and
Corporate Secretary

QUINCY ENGINEERING, INCORPORATED

EXHIBIT A-2

ADDITIONAL SUPPLEMENTAL BASE SCOPE OF WORK for U.S. 50/Missouri Flat Road Interchange - Phase 1B.2 Project

Exhibit A, entitled Base Scope of Work and Exhibit A-1, entitled Supplemental Base Scope of Work are amended to add the following:

PRELIMINARY DESIGN SERVICES TO PREPARE PROJECT APPROVAL DOCUMENT (BIKE PATH)

To gain County and Caltrans' concurrence on the design of the ultimate bike path configuration. Consultant shall:

- Develop multiple alternative bike path alignments and retaining wall configurations that could achieve the desired site distance.
- Coordinate with Caltrans Headquarters and District 03 in discussing the alternatives.
- Develop scope of work and cost associated with the project development, design, and construction support services for the retaining wall.
- Develop Draft and Final Supplemental Project Reports outlining the proposed final bike path facility for County and Caltrans review and approval.
- Produce Draft and Final Design Exception Fact Sheets identifying specific nonstandard features for County and Caltrans written approval prior to final design and construction.

Deliverables:

- Draft and Final Supplemental Project Reports and Draft and Final Design Exception Fact Sheets
- Geometric Approval Drawing or other document as necessary to obtain Caltrans' approval
- Preliminary Design (35%)

DESIGN PHASE, TASK 1S – PROJECT MANAGEMENT, is hereby amended to add the following:

TASK 1S PROJECT MANAGEMENT

Project Development Team (PDT) Meetings: It is anticipated that there will be four (4) PDT meetings for Phase 1B.2.

DESIGN PHASE, TASK 3 – PREPARE DRAFT ROADWAY PLANS, is hereby amended to add the following:

TASK 3S PREPARE DRAFT ROADWAY PLANS

This supplemental scope of work provides the design and drafting necessary to produce the Draft Roadway Plans needed to close out the Phase 1B construction contract and to produce the Draft Roadway Plans for the Phase 1B.2 construction contract. Consultant shall:

- Develop preliminary construction cost estimates
- Develop plan sheets that identify how to discontinue construction on the portions of the bike path where the alignment will change under the future design; identify specific features that will allow safe operation of the highway, auxiliary lane, and off-ramp in the interim condition until the final facility is fully constructed. **Task Completed**
- Develop Draft Roadway Plans for Phase 1B.2

Task 3S Deliverables:

U.S. 50/Missouri Flat Road Interchange - Phase 1B.2 Project Completion Contract	
Title Sheet (1) Typical Cross-Sections (1) Layouts (1) Profile and Superelevation (1) Construction Details (2) Drainage Plans (1) Drainage Profiles (1) Drainage Details (1)	Drainage Quantities (1) Utility Plans (1) Traffic Handling Plans (4) Construction Area Signs (1) Pavement Delineation and Sign Plans (1) Summary of Quantities (1) Total Anticipated Roadway Plans to be prepared by Consultant is 18 Retaining Wall Plans are described in Task 7.3S
<i>Assumptions</i> 1. The Bike Path will not require lighting	
Plans to be prepared by subconsultants: Storm Water Pollution Prevention and Erosion Control - Prepared by WRECO, see Task 6S	

TASK 6S – STORM WATER POLLUTION PREVENTION PLANS AND EROSION CONTROL PLANS, is hereby amended to add the following:

Consultant shall provide the level of effort necessary to produce a Storm Water Pollution Prevention Plan and an Erosion Control Plan for the Phase 1B.2 Project.

Task 6S Deliverables:

- Storm Water Pollution Prevention Plan for Phase 1B.2
- Erosion Control Plan for Phase 1B.2 Project

DESIGN PHASE, TASK 7 – STRUCTURE DESIGN is hereby amended to add the following:

TASK 7.3S – PREPARE DRAFT STRUCTURE PLANS

Consultant shall design and draft the retaining wall plans for the proposed retaining wall from Station BP 59+80 to 60+80. This wall is expected to be a tie-back wall with the tie-backs being contained within State and City of Placerville Rights-of-Way. Consultant shall prepare a brief Type Selection Study including wall costs for Caltrans' approval considering up to two (2) alternative wall types. Consultant shall prepare the final design, details, quantities, specifications and estimates for the wall. It is assumed that this wall will incorporate the same aesthetic features as the Missouri Flat Road Overcrossing. Consultant's subconsultant Taber shall provide the geotechnical recommendations for the Project as follows.

Taber's Geotechnical Scope

Information from the previous study prepared by Taber Consultants, "Subsurface Investigation Report," dated August 7, 2009, contained seismic refraction profiles, boring logs and other data used to evaluate the cut slope for the previously proposed bike path alignment. This study will utilize information from that previous study, as appropriate, and shall collect supplemental information necessary to evaluate the retaining wall foundation and tie-back anchors for the retaining wall.

Field Reconnaissance

An engineering geologist shall review the site prior to subsurface exploration. The newly constructed cut slopes shall be evaluated and measured using Brunton compass or equivalent to record rock joint orientations and other rock characteristics.

Seismic refraction profiles (using **Multi-channel Analysis of Surface Waves**; MASW) shall be completed using a multi-channel seismic timer that determines shear wave velocity profiles which can be correlated to rock strength. These profiles shall supplement previous refraction seismic profiles completed with a single-channel seismic refraction timer. These new profiles shall be made within the area of proposed cut to help delineate depth to rock and correlated rock strengths for tie-back anchor installation. Seismic refraction profiles shall be located in the central portions of the proposed cut, on the inboard of Forni Road and the toe of the existing slope.

Subsurface Exploration and Testing

Subsurface study of earth materials and foundation conditions for the Phase 1B.2 Project is proposed to consist of three (3) sampled and logged test borings to twenty-five foot (25-ft) depth along the toe of the slope in evaluation of foundation materials and

pile lateral capacity. Borings shall be at approximately nine (9) foot spacing. These borings shall be drilled near the toe of finished cut slope at the Forni Road off-ramp.

An additional boring shall be drilled to forty foot (40-ft) depth at the inboard of Forni Road to evaluate the rock mass and strength for tie-back anchor bond locations. Diamond coring shall be used to drill into rock.

All test borings shall be grout backfilled, in accordance with the El Dorado County Environmental Management requirements, at completion of field operations. Prior to exploration, Consultant shall notify Underground Service Alert for location of buried utilities.

It is expected that the westbound lane of Forni Road will be closed during exploration. Traffic control shall be provided by an outside service such as Flash Safety or other traffic control provider. Consultant shall obtain a Caltrans Encroachment Permit for the borings at the Forni Road off-ramp and provide traffic control in accordance with Caltrans Specifications.

It is assumed that all work in Caltrans right-of-way can be completed during daytime hours and night-time drilling operations will not be required. It is also assumed that an on-duty California Highway Patrol (CHP) officer is not needed for work within the off-ramp shoulder. Night-time work, traffic control for nighttime operations, an on-duty CHP officer on-site during exploration operations in Caltrans right-of-way and any fees associated with these requirements are **specifically excluded** from this scope of services.

Taber expects to recover drive samples from the borings at five feet (5ft) ± (typical) intervals using Standard Penetration equipment. The encountered materials shall be field classified and borings logged (including groundwater conditions) by an engineer/geologist. Laboratory testing to supplement field evaluation of earth material parameters is expected to include moisture-density and unconfined compressive strength determinations, and point load index testing on recovered rock cores.

The results of subsurface exploration and testing for the wall foundations shall be presented on a "Log of Test Borings" style drawing showing borings in plan and profile relationships. The log for the inboard Forni Road boring shall be presented on an 8.5x11" sheet. A general plan and topography in AutoCAD format shall be provided for inclusion in "Log of Test Borings" sheets and for engineering/geological evaluations. It is assumed that the plan/profile sheets and topography will be provided by County or previously provided topography will be sufficient for the purpose of this study.

Geotechnical Engineering Analysis and Design

The report of subsurface investigation shall summarize the results of study and discuss encountered earth materials and conditions and provide recommendations for foundations and lateral capacities, tie-back anchor capacities, subdrainage, earthwork, and retaining structures and shall discuss groundwater, rippability, slope stability and other subsurface conditions encountered as they may affect design, construction and service.

Task 7.3S Deliverables:

- Final Subsurface Investigation Report

- | |
|---|
| Retaining Walls |
| General Plan (1) |
| Layout (1) |
| Ret. Wall Details (5) |
| Log of Test Borings (1) to be provided by Taber Consultants |
| Aesthetic Details (1) |
| Total Anticipated Sheet Count: 9 |

DESIGN PHASE, TASK 8 – SUBMITTAL OF 65% PLANS (ROADWAY AND STRUCTURES) is hereby amended to add the following:

TASK 8S – SUBMITTAL OF 65% PLANS (ROADWAY AND STRUCTURES)

Consultant shall package the Draft Roadway and Structure plans for Phase 1B.2 and deliver the 65% Plans to Caltrans for review. In addition, Consultant shall prepare a preliminary Engineers Estimate based upon the 65% plans.

Task 8S Deliverables:

65% Plans (PS&Es) for U.S. 50/Missouri Flat Road Interchange - Phase 1B.2 Project

- Five (5) sets of 11"x17" plans
- Constructibility Review Meeting Minutes as requested by County's Contract Administrator
- Progress Meeting Minutes as requested by County's Contract Administrator
- Preliminary Engineer's Estimate based on the 65% plans

DESIGN PHASE, TASK 10 – UTILITY RELOCATION, is hereby amended to add the following:

TASK 10S– UTILITIES

Consultant shall contact each utility in the area to identify possible utilities located in Forni Road that may conflict with the anticipated retaining wall tie-backs. Consultant shall prepare a Utility Location Confirmation Report with its findings.

The budget for this task includes \$15,000 for potholing these utilities to ensure that the tie-backs will clear existing utilities. Potholing will be performed by subconsultant Subtronics.

Task 10S Deliverables:

- Two (2) hard copies of Utility Location Confirmation Report for U.S. 50/Missouri Flat Road Interchange - Phase 1B.2 Project

DESIGN PHASE, TASK 11 – TECHNICAL SPECIFICATIONS, is hereby amended to add the following:

TASK 11S – TECHNICAL SPECIFICATIONS

Consultant shall prepare the Ready to Advertise Specification Booklet (Bid Package) for Phase 1B.2 based upon Caltrans' *Standard Specifications and Special Provisions* and complemented by County's Boiler Plate Specifications. It is assumed that County will provide an electronic copy of County's Boiler Plate Specifications in Microsoft Word format. Consultant shall merge the County Boilerplate Specifications into the Caltrans' *Standard Specifications and Special Provisions* to create the Bid Package. Consultant shall use Caltrans' prevailing standards and format to assure Caltrans will approve the Bid Package. Consultant shall provide a hard copy and electronic files on CD of the Bid Package for County and Caltrans' review. These files shall be developed on a Windows operating system and in a file format compatible with County and Caltrans. County will be responsible for printing and distributing of the Bid Package.

Task 11S Deliverables:

- One (1) hard copy set of the Bid Package for U.S. 50/Missouri Flat Road Interchange - Phase 1B.2 Project
- One (1) electronic file on CD of the Bid Package for U.S. 50/Missouri Flat Road Interchange - Phase 1B.2 Project

DESIGN PHASE, TASK 12 – CONSTRUCTION QUANTITIES AND ESTIMATE, is hereby amended to add the following:

TASK 12S – CONSTRUCTION QUANTITIES AND ESTIMATE

Consultant shall prepare construction quantities and construction cost estimate (Q and E for Phase 1B.2). Quantities will be developed in accordance with standard Caltrans pay items in BEES (Basic Engineer's Estimating System). The Caltrans Construction Cost Database will be used to estimate item prices. Project estimates will show individual quantities and costs as well as a project cost summary, including appropriate supplemental work items and contingencies for Phase 1B.2.

Task 12S Deliverables:

- One (1) set of Quantities for PS&E Engineer's Estimate for Phase 1B.2

DESIGN PHASE, TASK 14 – QUALITY CONTROL AND CONSTRUCTIBILITY REVIEW, is hereby amended to add the following:

TASK 14S – QUALITY CONTROL AND CONSTRUCTIBILITY REVIEW

As an integral part of Consultant's QA/QC Program, a senior level engineer (acceptable to the County) will review the entire draft PS&E (90% PS&E) package for Phase 1B.2 for uniformity, compatibility and constructibility as well as conformance with the Supplemental Project Report.

The review will include comparing structure plans with the roadway plans for conflicts or inconsistencies, and to ensure that the final design is in accordance with all environmental documents, permit requirements, and foundation recommendations. The specifications and estimate will be reviewed for consistency with the plans, and to ensure that each construction item has been covered, units and terminology are consistent and to assure the product is biddable and buildable.

In addition, this Task includes attendance by the Project Manager, Roadway Project Engineer, and Structure Project Engineer at a Caltrans Constructibility Review Meeting.

Task 14S Deliverables:

- Comment table with resolution to comments

DESIGN TASK 15 – DRAFT PLANS SPECIFICATIONS & ESTIMATE (PS&E) (90%) SUBMITTAL is hereby amended to add the following:

TASK 15S – DRAFT PS&E (90%) SUBMITTAL

Consultant shall conduct an Independent Check of the Plans developed at 65% for Phase 1B.2. Consultant shall incorporate changes into the plans based upon comments received during the review of the 65% plans and the independent check. The plans shall be completed to the 90% level and delivered to Caltrans for review along with the Draft Special Provisions and Engineer's Estimate.

Task 15S Deliverables:

Consultant shall provide to County at 90% PS&E for U.S. 50/Missouri Flat Road Interchange - Phase 1B.2 Project:

- Twenty-Five (25) sets of 11"x17" Draft Plans (roadway and structures)
- Twenty-Five (25) hard copies of Draft Special Provisions
- Twenty-Five (25) hard copies of Engineer's Estimate

Consultant shall provide to Caltrans Division of Structures for the Missouri Flat - Phase 1B U.S. 50/Missouri Flat Road Interchange - Phase 1B.2 Project:

- Five (5) sets of 11"x17" Draft Plans (roadway and structures)
- Two (2) hard copies of quantity and quantity check calculations
- Two (2) hard copies of Draft Special Provisions

- Two (2) hard copies of Engineer's Estimate
- One (1) hard copy of design calculations
- One (1) hard copy of independent check calculations

Consultant shall provide a comment table with comment resolutions based on County's and Caltrans' comments on the 90% submittal.

DESIGN PHASE, TASK 16 – FINALIZE PLANS, SPECIFICATIONS, AND ESTIMATE, is hereby amended to add the following:

TASK 16S – FINALIZE PLANS, SPECIFICATIONS, AND ESTIMATE

Consultant shall finalize the plans, specifications and estimate for Phase 1B.2 to the 100% level. Consultant shall conduct QA/QC on the Final PS&E. Consultant shall incorporate changes into the plans based upon comments received during the review of the 90% plans and the independent check calculations. Consultant shall provide a comment table with comment resolutions. County will be responsible for advertisement.

Task 16S Deliverables:

Consultant shall provide for U.S. 50/Missouri Flat Road Interchange - Phase 1B.2 Project:

- One (1) electronic file for each plan sheet in Microstation format
- One (1) set (vellum) of signed 22" x 34" Final Plans (roadway and structures)
- Five (5) sets (bond) of 11"x17" Final Plans
- One (1) electronic file containing Final Special Provisions
- One (1) hard copy of Final Special Provisions

PRECONSTRUCTION PHASE, TASK 23 – RESPOND TO BIDDERS' INQUIRIES, is amended to add the following:

TASK 23S – RESPOND TO BIDDERS' INQUIRIES

Consultant shall assist County as needed during the bidding process for Phase 1B.2 to address questions that may come up from prospective bidders. This scope provides for up to thirty-two (32) hours of bid support including attendance at a pre-bid meeting.

Task 23S Deliverables:

- One (1) electronic file with responses to Bidder's Inquiries for U.S. 50/Missouri Flat Road Interchange - Phase 1B.2 Project sent via email to County's Contract Administrator at matt.smeltzer@edcgov.us with a copy to Adam Bane at adam.bane@edcgov.us.

PRECONSTRUCTION PHASE, TASK 24 – PREPARE ADDENDA, is amended to add the following:

TASK 24S – PREPARE ADDENDA

Consultant shall assist County as needed during the bidding process for Phase 1B.2 to prepare addenda for the PS&E package.

Task 24S Deliverables:

- One (1) electronic file with addenda for U.S. 50/Missouri Flat Road Interchange - Phase 1B.2 Project sent via email to County's Contract Administrator at **matt.smeltzer@edcgov.us** with a copy to Adam Bane at **adam.bane@edcgov.us**.

QUINCY ENGINEERING, INCORPORATED

EXHIBIT B-2

ADDITIONAL SUPPLEMENTAL OPTIONAL TASKS SCOPE OF WORK

Exhibit B-2 is hereby amended to add, modify, clarify, and/or replace supplemental optional tasks scope of work as follows:

The following Supplemental Optional Tasks are added:

ENVIRONMENTAL DESIGN

Task 19.1.7 SO – Prepare Draft Version of Final Construction Documents (100% Submittal)

Consultant and Consultant's subconsultant Jones & Stokes shall convert the draft version of the final construction documents for the riparian revegetation, tree replacement planting areas and interchange landscaping that will be equivalent to a 100% design submittal, to the Caltrans' 2010 Standards.

Task 19.1.7 SO Deliverable:

- 100% PS&E updated to Caltrans' 2010 Standards

Task 19.1.8 SO – Prepare Final Construction Documents (Signed Documents)

Jones & Stokes will revise the draft version of the final construction documents converted to Caltrans' 2010 Standards for the riparian revegetation, tree replacement planting areas and interchange landscaping that will be equivalent to a 100 percent design submittal. This task will include the following activities:

- Prepare the final construction documents based on comments received on the draft version of the final construction documents. Revised final construction documents will include the same plan drawings, cross-sections, details and specifications at a 100% level of completion. Applicable review comments on final construction documents from Consultant and County will be incorporated into revised final construction documents.
- Prepare final cost estimate.
- Provide one (1) hard copy (stamped by a Jones & Stokes California-licensed landscape architect) and an electronic copy of revised final construction documents to Consultant for inclusion in a larger submittal.

Task 19.1.8 SO Deliverables:

- Final Plans signed by a Registered Landscape Architect, Technical Specifications, and Final Estimate updated to Caltrans' 2010 Standards

Task 19.1.9 SO – Complete Specifications

The preparation of the riparian revegetation, tree replacement planting areas and interchange landscaping construction documents, as described above include technical specifications related to planting, irrigation and short-term maintenance. Using County's boiler-plate standard specifications prepared in accordance with Caltrans' 2010 Standards, Consultant and Consultant's subconsultant, Jones & Stokes shall combine the Caltrans and County specifications into Caltrans format. In addition, this task will include modifying the County boiler-plate standard specifications to make them project specific and preparing a ready-to-advertise specifications booklet.

Task 19.1.9 SO Deliverable:

- Bid Package updated to Caltrans' 2010 Standards ready for advertisement

Task 19.3 SO Permit Revisions

Consultant shall obtain revised permits and prepare associated plan revisions required as a result of installing rock in the riparian area of Weber Creek during the construction of Phase 1B. Consultant shall attend field meetings to discuss the revisions, as requested by County's Contract Administrator.

Task 19.3 SO Deliverable:

- Provide copies of the revised permits and plans
- Provide meeting minutes if requested by County's Contract Administrator

Task 19.4 SO Construction Support and As-Built Plans

Consultant shall provide construction support and shall attend the pre-construction meeting held between the Resident Engineer and the Contractor prior to the start of actual construction activities.

Consultant shall prepare drawings and review contract change orders (CCO) requested by County, Caltrans, or the Resident Engineer.

Consultant shall respond to Contractors' inquiries through Resident Engineer's request. In addition, Consultant shall make field visits to the construction site to observe ongoing construction activities. The field visits will include discussion with the Resident Engineer to answer questions regarding the ongoing construction activities.

Consultant shall provide Project records to County in accordance with the Caltrans Uniform Filing System, as required. In addition, Consultant will take the Resident

Engineer's notes on the contract plans and change orders and prepare As-Builts for the Project to be submitted to Caltrans.

Task 19.4 SO Deliverable:

- Attendance at pre-construction meeting
- Technical support for CCOs
- Response to Contractor's inquiries and site visits to support RE
- As-Built Plans and Project Records

RIGHT-OF-WAY ENGINEERING – DATA CONFIRMATION

Task 21.2 SO – Right of Way – Data Confirmation

Consultant shall prepare plats and legal descriptions for the easement needed in the City of Placerville Right-of-Way for the tiebacks that extend outside State Right-of-Way for Phase 1B.2. County will prepare and record documentation of the City granting said easement.

Task 21.2 SO Deliverable:

- Plats and Legal Descriptions for the City of Placerville easement

CONSTRUCTION SUPPORT PHASE FOR U.S. 50 MISSOURI FLAT ROAD INTERCHANGE – PHASE 1B.2 PROJECT

TASK 26 SO– PRE-CONSTRUCTION MEETING

Consultant shall attend the pre-construction meeting held between the Resident Engineer and the Contractor prior to the start of actual construction activities.

Task 26 SO Deliverable:

- Attendance at Pre-Construction Meeting

TASK 27 SO – REVIEW STRUCTURAL SHOP DRAWINGS

Consultant shall review all submittals and shop drawings. The review of shop drawings shall include construction contractor's submittal for substitutions, construction contractor's alternative construction approval, steel layout for retaining wall, and others as requested by the Resident Engineer.

Task 27 SO Deliverable:

- Structural Shop Drawings Review

TASK 28 SO – TECHNICAL SUPPORT ON CCOs

Consultant shall prepare drawings and review change orders requested by County, Caltrans, or the Resident Engineer.

Task 28 SO Deliverable:

- Technical Support on CCOs

TASK 29 SO – CONSTRUCTION SUPPORT AND OBSERVATION

Consultant shall respond to contractors' inquiries through Resident Engineer's request. In addition, Consultant shall make field visits to the construction site to observe ongoing construction activities. The field visits will include discussion with the Resident Engineer to answer questions regarding the ongoing construction activities.

Task 29 SO Deliverables:

- Site Visits During Construction to Support Resident Engineer

TASK 30 SO – FINALIZE PROJECT RECORDS/PREPARE AS-BUILTS

Consultant shall provide project records to County in accordance with the Caltrans Uniform Filing System, as required. In addition, Consultant shall take the Resident Engineer's notes on the contract plans and change orders and prepare As-Builts to be submitted to Caltrans. Approximately 28 hours of effort have been provided for this task.

Task 30 SO Deliverables:

- Project Records
- As-Builts

PROJECT CLOSEOUT PHASE FOR U.S. 50 MISSOURI FLAT ROAD INTERCHANGE – PHASE 1B PROJECT

TASK 30 SO – PREPARE AS-BUILTS

Consultant shall take the Resident Engineer's notes on the contract plans and change orders and prepare As-Builts for the Project to be submitted to Caltrans.

Task 30 SO Deliverables:

- As-Built Plans

Quincy Engineering, Incorporated

Exhibit C-3

Cost Proposal for Additional Supplemental Base Scope of Work, Additional Supplemental Optional Tasks Scope of Work, and Contingency Work

And

Amended Rate Schedule

Summary of Cost Proposals:

Lump Sum Items of Work Cost Breakdown

To be invoiced as percentage of work completed in accordance with ARTICLE III, Compensation for Services:

Exhibit A-2 Additional Supplemental Base Scope Tasks-Labor & Subconsultants inclusive of Other Direct Costs \$129,162.00

Exhibit B-2 Additional Supplemental Optional Tasks Cost Proposal inclusive of Other Direct Costs

Task 21.2 SO	\$ 6,124.00
Tasks 26 SO, 27 SO, 28 SO and 29 SO	13,028.00
Task 30 SO	3,636.00

***Additional Supplemental Optional Tasks Scope of Work**

Optional Task - Phase 1C, Riparian Restoration - Tasks 19.1.7, 19.1.8, 19.1.9, 19.3, and 19.4 – Environmental Design
\$73,000.00

Optional Task 30 – Closeout Phase for Phase 1B
\$30,000.00

***Contingency for Supplemental Unexpected/Unforeseen Work**

Contingency for Supplemental Unexpected/Unforeseen Items of Work
\$15,000.00

Amended Additional Supplemental Base Scope & Optional Services Total:
\$269,950.00

* To be invoiced in accordance with the Amended Rate Schedule on Page 2 of this Exhibit C-3 as indicated in ARTICLE III, Compensation for Services, as amended.

Quincy Engineering, Incorporated

Exhibit C-3

Amended Rate Schedule

Year 2012 Hourly Rates

Effective January 1, 2012 through the remaining term of this Agreement, as amended

Labor by Classification	Hourly Rate
Principal Engineer/ Project Manager	\$50-72
Senior Engineer / Project Engineer Resident Engineer	\$37-70
Senior Engineer	\$50-70
Associate Engineer / Bridge Representative	\$33-63
Assistant Engineer*	\$25-45
Engineering Assistant/Technician*	\$15-30
Engineering Detailer/ Draftsman*	\$20-40
Drafting Technician*	\$15-30
Administrative Assistant*	\$15-37
Office Support Staff*	\$10-25
Overhead	166.4%
Other Direct Costs	Rate
Office Computer & Software	Included in Overhead
Office Phone/Cell/Fax	Included in Overhead
Reproduction In Office: Black & White/Color	Included in Overhead
Reproduction Vendor	Cost
Delivery	Cost
Travel/Car Mileage	See below
Subconsultants	5%
Prevailing Wage Differential**	Cost Plus Payroll Taxes
Misc.	Cost
Fee	
Labor + Overhead	10-12%
Other Direct Costs	0-10%

Notes:

Labor Costs to be invoiced based on actual hourly rate plus overhead plus fee. Other Direct Costs to be invoiced at actual cost plus fee (except for Travel and Car Mileage expenses, which will be invoiced without fee).

*Overtime rates apply to these classifications and will be charged at 1.5 times the hourly rate.

**Prevailing Wage Differentials may apply for Construction Inspection Services.

Reimbursement for travel and mileage expenses, if applicable, shall not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State Department of Personnel Administration rules. Travel and mileage reimbursement rates apply to Consultant and to any sub-consultants authorized under this Agreement.