

AMENDMENT TO CONTRACT

5

The County of San Benito ("COUNTY") and Quincy Engineering, Inc. ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated December 7, 2010.

b. Prior Amendments. (Check one.)

☐ The initial contract previously has not been amended.

☒ The initial contract previously has been amended. The date(s) of prior amendments are as follows: February 7, 2012, June 4, 2013, June 2, 2015, and May 23, 2017

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

☐ The term of the original contract is not modified.

☒ The term of the original contract (Exhibit 1) is extended from the current expiration date of June 30, 2020, to a new expiration date of June 30, 2022.

b. Scope of Services. (Check one.)

☐ The services specified in the original contract (Exhibit 1) are not modified.

☒ The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

☒ The services specified in the original contract are modified only as specified below:

Modified Scope of Services:

Attachment A (Scope of Services) to the original contract, as previously amended (Exhibit 1), for services related to the Panoche Road Bridge over Tres Pinos Creek – Br. No. 43C-0027, requires further amendment, based on the following changes in the project:

- Design changes as a result of comments from the California Department of Fish and Wildlife (CDFW) on the CEQA document

have resulted in revisions to the project description, environmental study limits, and updating environmental technical study reports for NEPA and also the CEQA document.

- Additional Project Management services are required, in order to coordinate through environmental approval.

The following assumptions have been made regarding this amendment to Attachment A (Scope of Services) to the original contract, as previously amended (Exhibit 1):

- A separate amendment request will be made to finalize the PS&E and obtain resource agency permits when environmental clearance is imminent (i.e. during CEQA circulation). Specifically:
 - Task 4: Preliminary Geotechnical Investigations: Additional work will be identified in final design. Additional analysis for the change in retaining wall type (from spread footing to soldier-pile) will be required in the next phase. This will be defined in the next amendment to this contract.
 - Task 5: Preliminary Roadway Plans/Bridge Advance Planning Studies (APS): Utility coordination is continued in Task 9.
 - Final Design Phase: An amendment for the final design tasks will be submitted concurrent with the completion of the NEPA/CEQA approvals, as appropriate.
- It is expected that environmental approval will be achieved by no later than June, 2021. If additional time is required to obtain environmental approval, an additional amendment of this contract to provide additional budget may be required.
- It is expected that the project will be processed through the use of a Categorical Exclusion for NEPA purposes. Caltrans processes NEPA documentation for Local Assistance projects; as a result, no scope items are included for Task 6.5 (NEPA Compliance).

Preliminary Design Phase Tasks 1, 3, 6.2, 6.3, 6.3.1, 6.3.2, 6.3.3, 6.3.4, 6.4, 6.4.1, 6.4.2, 6.4.3, 6.4.4, 6.4.5, and 6.4.6 set forth in Attachment A (Scope of Services) to the original contract, as previously amended (Exhibit 1), are hereby further amended to add additional services as specified below. Except as expressly modified in this amendment, Tasks 1, 3, 6.2, 6.3, 6.3.1, 6.3.2, 6.3.3, 6.3.4, 6.4, 6.4.1, 6.4.2, 6.4.3, 6.4.4, 6.4.5, and 6.4.6, as previously amended, remain in full force and effect:

THE PANOCHE ROAD BRIDGE OVER TRES PINOS CREEK –
BR. NO. 43C-0027

CONTRACTOR shall provide additional services relating to project management services, preparation of plans and specifications, and estimates (bid documents) in accordance with Caltrans Design Standards and Specifications, environmental services to obtain environmental clearance for both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), and obtaining all necessary permits from the Local, State and Federal regulatory agencies for the replacement and construction of the new Panoche Road Bridge No. 43C-0025 at the Tres Pinos Creek Crossing, more particularly described as follows:

Task 1: Field Review/Kickoff Meeting and Project Management:

Additional Project Management - Due to delay in the project schedule, additional coordination with the County is required. Project Management effort is based on environmental clearance by May 2021.

Task 3: Location Hydraulic Report & Hydraulic Design Report:

Additional effort is included to revise the hydraulic analysis per Caltrans and resource agency comments, and revised RSP design. CONTRACTOR'S subcontractor, WRECO, will participate in conference calls with the project team and stakeholders in support of the CEQA/NEPA approvals.

Deliverables:

- Revised Location Hydraulic Study
- Revised Summary Floodplain Evaluation Form

Task 6: APE Map & Environmental Documents/Studies:

Though many of the tasks described in this scope had previously been undertaken, the elapsed time, new environmental guidance requirements, and the redesigned Project necessitate new field surveys, research, and

analysis as well as updated technical studies and environmental documentation. The revisions to Tasks 6.2, 6.3 and 6.4 will be valid through October 2020, after which time further amendment, including re-scoping and/or a budget adjustment, may be required, based on a project schedule of up to three (3) years from the Notice to Proceed.

Task 6.2: Environmental Project Management & Meetings:

CONTRACTOR'S subcontractor, LSA, will attend up to two (2) in-person meetings and 18 conference calls. CONTRACTOR has allocated up to 58 hours for meetings and conference calls.

Task 6.3: Environmental Technical Reports:

CONTRACTOR'S subcontractor, LSA, will revise technical studies and provide electronic copies of each draft to the County/Caltrans for review, and will provide two (2) hard copies of each final report to the County/Caltrans.

The technical studies will be based on the new project description and design provided by the project engineer. LSA will begin preparation of the technical studies following receipt of these project materials and confirmation that neither the project description nor design will change substantially enough to require revisions to the technical reports. In addition, LSA will obtain GPS points in the field so that field mapping can be aligned correctly to the project engineering drawings.

CONTRACTOR'S Engineering staff will coordinate with the County and LSA to provide technical information for development of the reports, and review the technical reports for consistency with the project technical details and proposed mitigations or minimization measures.

LSA will prepare the following documents, as more specifically described in Tasks 6.3.1 through 6.3.4 below:

- Revised NES (Natural Environment Study)
- Revised Wetland Delineation Letter
- Biological Assessment
- Revised APE (Area of Potential Effects) Map
- Revised HPSR (Historic Property Survey Report)
- Revised ASR (Archeological Survey Report)
- Noise Construction Memo
- VIA (Visual Impact Assessment) Memo

Task 6.3.1: Biological Resources:

After reviewing the biological documentation that was prepared previously, LSA will re-evaluate and update the biological resources present in the project area and determine potential project-related effects to those resources. A key objective of the evaluation will be to identify any special-status plant or animal species, or sensitive habitats, which may be affected by the proposed project.

Research/Coordination:

- LSA will request a list of special-status species from the U.S. Fish and Wildlife Service (USFWS) and will query the California Natural Diversity Database and California Native Plant Society Online Database.

Field Surveys:

- *General Field Survey.* LSA will conduct a general field survey of the project area to confirm that site conditions are consistent with the setting described in the June 2013 Natural Environment Study (NES).
- *Jurisdictional Delineation.* LSA will also collect additional data to update the preliminary jurisdictional delineation. The delineation will be conducted in accordance with the Corps Arid West Regional Supplement to the Wetland Delineation Manual (September 2008) and the Corps Regulatory Guidance Letter 08-02 regarding Preliminary Jurisdictional Delineations (June 2008).

Documentation:

- *Natural Environment Study.* LSA will revise the existing NES in accordance with the Caltrans guidance, dated November 2018, to reflect the current project design. A key objective of the evaluation will be to revise the impact analysis to reflect the current design and to identify any new special-status plant or wildlife species, or sensitive habitats, that may be affected by the project that were not previously evaluated in the June 2013 NES.
- *Delineation Report.* As part of the NES revision effort, LSA will also revise the jurisdictional delineation, as the original fieldwork was conducted almost nine (9) years ago in 2011. Due to the Army Corps of Engineers (ACOE) 2016 minimum standards requirements for jurisdictional delineations, LSA will prepare a stand-alone preliminary jurisdictional delineation (PJD) letter document (PJD previously incorporated directly into the NES).
- *Biological Assessment.* Based on the updated findings in the NES document, LSA will also revise the June 2013 Biological Assessment (BA) in accordance with the Caltrans guidance dated May 2018. The BA will be prepared as a combined document for

Caltrans to initiate Section 7 consultations with both the National Marine Fisheries Service (NMFS) for the federally threatened South Central California Coast steelhead and the U.S. Fish and Wildlife Service (USFWS) for the federally endangered least bell's vireo and the federally threatened California tiger salamander and California red-legged frog.

Deliverables:

- Revised Natural Environment Study (NES)
- Revised Delineation Report (PJD)
- Revised Biological Assessment (BA)

This task includes up to 20 hours to assist Caltrans and the County through Section 7 consultations (e.g., providing additional information, analysis, etc.). LSA has allocated up to 10 hours each for responding to comments generated during review of the NES and BA, and four (4) hours for responding to comments generated during review of the Delineation Report.

Task 6.3.2: Cultural Resources:

In 2013, LSA prepared an Area of Potential Effects (APE) map, Historic Property Survey Report, and Archaeological Survey Report for the project that were approved and signed by Caltrans. No cultural resources were identified as a result of those studies. Based on its review of the 2019 design change and updated Caltrans guidance, LSA will conduct revised/updated cultural resource studies that are needed for the County and Caltrans to address requirements of Section 106 of the National Historic Preservation Act, NEPA, CEQA, and the Caltrans 2014 *First Amended Programmatic Agreement Among The Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance With Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California*. LSA will conduct the following tasks to identify cultural resources in the project's revised APE:

- LSA will conduct a complete records search at the Northwest Information Center. The records search will identify previously recorded or otherwise known cultural resources and previous cultural resource studies within or adjacent to the project area.
- LSA will complete a review of cultural resource inventories to identify cultural resources that may be listed within or adjacent to the project area. Relevant listings are the California Inventory of Historic Resources, Five Views: An Ethnic Sites Survey for California, California Historical Landmarks, California Points of

Historical Interest, National Historic Landmarks, and the Directory of Properties in the Historic Property Data File which contains the listings of the National Register of Historic Places and the California Register of Historical Resources. If available, appropriate City and County listings will be reviewed.

- LSA will also conduct background research and a literature review, consisting of a review of archaeological, ethnographic, historical, and environmental publications and maps at historical archives and at LSA, to identify previously recorded or otherwise known cultural resources in or adjacent to the project area.
- LSA will contact the Native American Heritage Commission in Sacramento for (1) a review of the Sacred Lands File to determine if the project area contains any listed sites, and (2) a list of Native American contacts who may have concerns about the project area. LSA will contact Local Native Americans on that list by letter and follow-up telephone calls, as necessary, to inquire about any concerns or information they may have.
- LSA will contact the San Benito County Historical Society for any information or concerns they may have about the project area.
- LSA will conduct a cultural resources field survey to identify and document resources present within the project area.

Deliverables:

- Revised Area of Potential Effects (APE) map to Caltrans standards
- Revised Historic Property Survey Report (HPSR) to Caltrans standards
- Archaeological Survey Report (ASR) to Caltrans standards

LSA has allocated up to eight (8) hours for responding to comments generated during review of the HPSR and ASR.

Task 6.3.3: Noise Study:

Preliminary review of the Project area indicates that one sensitive receptor, a residential unit, is approximately 400 feet northeast from the project site. LSA will revise and update the technical noise memorandum prepared in 2011, outlining the exemption of the Project from a detailed highway traffic noise impact analyses as a Type III project established in 23 CFR 772 (i.e., would not involve added capacity, construction of new through lanes or auxiliary lanes, changes in the horizontal or vertical alignment of the roadway or exposure of noise sensitive land uses to a new or existing highway noise source). In addition, the memorandum would include a detailed analysis of the potential construction noise impacts recommendation of abatement measures, as needed. Analysis requirements will be based on the sensitivity of the area and follow Caltrans guidelines and noise construction policies in the San Benito County General Plan Update.

Deliverables:

- Noise Construction Memo

LSA has allocated up to four (4) hours for responding to comments generated during review of the noise analysis.

Task 6.3.4: Visual Impact Assessment (VIA) Memo:

Receptors that may be affected by visual changes in the Project area include one single-family home located northeast of the Project. The Caltrans Visual Impact Assessment (VIA) Questionnaire was prepared in order to determine the level of documentation appropriate for the analysis of visual impacts with project implementation. Results of the VIA Questionnaire indicated a VIA Memorandum was the appropriate document to analyze visual resources. LSA will revise and update the VIA Memorandum, which evaluates the aesthetic compatibility of the proposed Project with the surrounding area. The VIA Memo will consider the consistency of the Project with the applicable San Benito County General Plan visual resource policies, the Caltrans SER, the FHWA Visual Impact Assessment for Highway Projects guidelines, and other applicable regulations and guidance. The VIA Memo will describe the existing setting, identify important visual resources, and identify potential Project visual impacts. Visual conditions and Project impacts will be discussed qualitatively. It is assumed the design for the proposed Project will include landscaping consistent with applicable County and Caltrans guidelines. If required, measures to avoid, minimize, or mitigate adverse Project visual impacts or to provide consistency with the County policies and standards will be identified.

Deliverables:

- Visual Impact Analysis (VIA) Memorandum

LSA has allocated up to four (4) hours for responding to comments generated during review of the VIA Memorandum.

Task 6.4: CEQA Document – IS/MND:

Environmental Compliance – CONTRACTOR’S subcontractor, LSA, will prepare a revised Initial Study/Mitigated Negative Declarations for CEQA purposes. Studies prepared for NEPA compliance will serve as the back-up for the analysis in the CEQA IS/MND.

Task 6.4.1: Administrative Draft Revised IS/MND

LSA will prepare an Administrative Draft of the revised IS/MND for County review. The format will be based on the CEQA Initial Study

checklist and an expanded evaluation of each issue area, as necessary. Included in the Administrative Draft Revised IS/MND will be a project description, discussion of the environmental review process, and project methodology. LSA will submit a total of three (3) hard copies and an electronic version (word and/or pdf version) of the Administrative Draft Revised IS/MND to the County for review.

Task 6.4.2: Preliminary Draft Revised IS/MND

Following review by the County, LSA will prepare a Preliminary Draft Revised IS/MND. This second version will evaluate each of the County's comments on the Administrative Draft Revised IS/MND. LSA has budgeted up to a maximum of 24 hours for responding to comments generated by the County and legal comments. LSA will submit three (3) hard copies and an electronic version (word and/or pdf) of the Preliminary Draft Revised IS/MND to the County for review.

Task 6.4.3: Public Review Draft Revised IS/MND

The purpose of this task will be to respond to the County's/legal comments on the Preliminary Draft Revised IS/MND, complete necessary revisions, submit the document for County approval, and publish for public review. LSA has allocated up to a maximum of 18 hours for responding to comments generated by the County. LSA will provide ten (10) full hard copies and fifteen (15) summary copies (with CDs or thumb drive) of the Draft Revised IS/MND to the County to circulate for public review. It is expected that the County will be responsible for publishing all legal notices and advertisements. LSA will assist the County in the preparation of the public Notice of Intent to adopt the MND and the Notice of Completion for the State Clearinghouse.

Task 6.4.4: Response to Comments to the Draft Revised IS/MND

LSA will prepare written responses to comments received on the Draft Revised IS/MND that raise significant environmental issues and submit them for County staff review after the close of the public comment period. LSA has budgeted up to a maximum of 48 hours for responding to comments generated by the public.

Task 6.4.5: Final IS/MND

LSA will incorporate the final comments and responses into the Final MND and will submit ten (10) full hard copies and fifteen (15) summary copies of the approved document for distribution by the County to agencies and interested parties that commented on the Draft Revised IS/MND.

Task 6.4.6: Mitigation Monitoring and Reporting Program

LSA will prepare a Mitigation Monitoring and Reporting Program in the Final IS/MND that outlines timing and responsibility assignments for implementing each measure. Final adjustments to the Mitigation Monitoring and Reporting Program will be made based on staff review and comment. LSA will submit an electronic copy (word and/or pdf version) of the Mitigation Monitoring and Reporting Program and final mitigation measures separately to the County.

Deliverables:

- Administrative Draft Revised IS/MND
- Preliminary Draft Revised IS/MND
- Public Review Revised Draft IS/MND
- Response to Comments on Revised Draft IS/MND
- Final MND/Mitigation Monitoring and Reporting Program

Attachment A (Scope of Services) to the original contract, as previously amended (Exhibit 1), is hereby further amended to add an additional Task 6.5 to the Preliminary Design Phase, to read as follows:

Task 6.5: NEPA Compliance:

It is expected that the project will be processed through the use of a Categorical Exclusion for NEPA purposes. Caltrans processes NEPA documentation for Local Assistance projects; as a result, no scope items are included for this task, except as follows:

Environmental Commitment Record: The Federal Highway Administration (FHWA) is responsible for ensuring that avoidance and minimization measures identified during the NEPA process are implemented in accordance with FHWA Code of Federal Regulations 23 CFR 771.109 (b). Environmental Commitment Records (ECRs) are required to track and document environmental commitments throughout the Project Delivery process. Once the technical studies have been finalized, CONTRACTOR'S subcontractor, LSA, will prepare an ECR utilizing the current Local Assistance Environmental Commitment Record format or the format requested by Caltrans District 5. The ECR will provide a brief description of each measure, identify the page where the measure can be found in the environmental document, identify the responsible party and timing, and provide signature blocks for certification of completion of the measure.

All other provisions of Attachment A to the original contract, as previously amended (Exhibit 1), shall remain the same.

- ☐ The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

c. Payment Terms. (Check one.)

- ☐ The payment terms in the original contract (Exhibit 1) are not modified.
☒ The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)

- ☒ The payment terms are modified only as specified below:

Modified Payment Terms:

Paragraph B-3 (Compensation) of Attachment B (Payment Schedule) to the original contract as previously amended (Exhibit 1) is hereby further amended to add additional compensation in the amount of \$185,691.00 for services rendered pursuant to this amendment, for a total contract value not to exceed \$723,134.25, as follows:

Original Contract:	\$396,995.60
First Amendment:	\$17,350.00
Second Amendment:	\$123,097.65
Third Amendment:	\$0.00
Fourth Amendment:	\$0.00
<u>Fifth Amendment:</u>	<u>\$185,691.00</u>
Total Not To Exceed:	\$723,134.25

Accordingly, Paragraph B-3, as previously amended, is hereby further amended to read as follows:

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$_____, or
☒ a total sum not to exceed \$723,134.25,

for services rendered pursuant to the terms and conditions of the original contract, as previously amended (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4, as previously amended.

Paragraph B-4(C) (Special Compensation) of Attachment B (Payment Schedule) to the original contract, as previously amended (Exhibit 1), is hereby further amended as follows:

The additional compensation for payment of additional services provided under amended Tasks 1, 3, 6.2, 6.3 (inclusive of Tasks 6.3.1 through 6.3.4) and 6.4 (inclusive of Tasks 6.4.1 through 6.4.6), as set forth above, is comprised of the following amounts, at the applicable hourly rates set forth in Attachment B-1 to the original contract, as previously amended (Exhibit 1), :

**Panoche Road Bridge Contract Amendment No. 5
Budget Breakdown by Activity/Task**

Task 1 - Additional Quincy Project Management	\$11,367.00
Task 3 - Location Hydraulic Report	\$6,880.00
Task 6.2 - Environmental Project Management and Meetings	\$31,230.00
Task 6.3 - Environmental Technical Reports	\$73,183.00
Task 6.4 - Environmental Compliance	\$57,312.00
Direct Costs and Escalation	\$5,719.00
Total Amendment Request -	\$185,691.00

Revised cost proposals and Local Assistance Procedures Manual Exhibit 10-H1 forms are attached hereto and incorporated into the original contract, as previously amended (Exhibit 1), as Attachment B-1.

All other provisions of Attachment B to the original contract, as previously amended (Exhibit 1), shall remain the same.

- ☐ The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- ☐ One month in arrears.
☐ Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
☐ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

☐ a total lump sum payment of \$_____, or

☐ a total sum not to exceed \$_____,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

☐ There are no additional terms of compensation.

☐ The following specific terms of compensation shall apply:

d. Other Terms. (Check one.)

☒ There are no other terms of the original contract that are modified.

☐ Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:

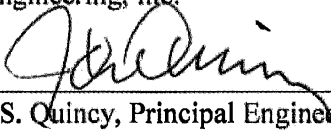
(Insert other modified or new terms.)

3. Other Terms.

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR:

Quincy Engineering, Inc.


By: John S. Quincy, Principal Engineer

2/11/2020

Date

COUNTY:

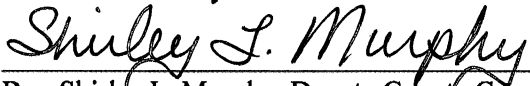
San Benito County Board of Supervisors

By: Jaime De La Cruz, Chair

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office


By: Shirley L. Murphy, Deputy County Counsel

Feb. 11, 2020

Date

Cost Proposal

Subtotal- Hours		0
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Exhibit 10-H1 Cost Proposal

Actual Cost-Plus-Fixed Fee Contracts

☒ Prime Consultant ☐ SubconsultantConsultant **Quincy Engineering, Inc.**Project Name **Panoche Road Bridge Replacement Amendment 5 - Environmental Approval**Project No. **JP** Contract No. **N/A** Date **12/9/2019**

DIRECT LABOR

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Eng.	John Quincy	JQ	\$70-\$120	0	\$ 110.00	\$ -
Senior PM	Carolyn Davis	CD	\$60-\$110	108	\$ 95.00	\$ 10,260.00
Assoc Eng.	Andrew Mitchell	AM	\$35-\$65	60	\$ 62.43	\$ 3,746.04
Senior Eng.	Scott McCauley	SMc	\$50-\$100	14	\$ 74.00	\$ 1,036.00
Assist Eng. I	Michael Mekuria	MM	\$26-\$46	16	\$ 38.50	\$ 616.00
Assist Eng. II	Samatha Narra	SN	\$34-\$62	0	\$ 49.46	\$ -
Admin Asst	Phyllis Jordan	PJ	\$15-\$52	8	\$ 41.00	\$ 328.00
Assist Eng. I	Carl Hughes	CH	\$26-\$46	0	\$ 39.60	\$ -
Assoc Eng.	Juan Cruz	JCr	\$35-\$65	0	\$ 55.33	\$ -
	blank			0	\$ -	\$ -
	blank			0	\$ -	\$ -
	blank			0	\$ -	\$ -
	blank			0	\$ -	\$ -
	blank			0	\$ -	\$ -
	blank			0	\$ -	\$ -
	blank			0	\$ -	\$ -

206 \$ 15,986.04

LABOR COSTS

- a) Subtotal Direct Labor Costs \$15,986.04
- b) Estimated Salary Increases for Multi-Year Project \$862.37 (see calculation page attached)
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$16,848.41

INDIRECT COSTS

- d) Fringe Benefits (Rate: 43.02%):
- e) Total Fringe Benefits [(c) x (d)] \$7,248.19
- f) Overhead (Rate: 132.69%):
- g) Overhead [(c) x (f)] \$22,356.15
- h) General Administration (Rate: 0.0%):
- i) Gen & Admin [(c) x (h)] \$0.00
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$29,604.34

FIXED FEE

- k) Fixed Fee (10.0%):
- l) **TOTAL FIXED FEE [(c) + (j)] x (k)** \$4,645.27

CONSULTANT'S OTHER DIRECT COSTS (ODC)

Travel (@ active IRS mileage rate)	500 miles @	\$0.580	\$290.00
Pier Diem/ Hotel	days @	\$150.00	\$0.00
Delivery	0 @	\$20.00	\$0.00
Vendor Reproduction			
	Vellum @	\$0.00	\$0.00
	8 1/2 X 11 Reproduction @	\$0.00	\$0.00
	11 X 17 Reproduction @	\$0.00	\$0.00
	Mounting Boards for Presentations @	\$0.00	\$0.00
	Newsletters (Translation and printing) @	\$0.00	\$0.00
	Subtotal Vendor Reproduction		\$0.00
Title Report	0 @	\$0.00	\$0.00
Miscellaneous			\$0.00
m) TOTAL OTHER DIRECT COSTS		\$290.00	\$290.00

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

LSA	\$128,320.21
WRECO	\$5,982.38
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
	<u>\$134,302.59</u>

o) **TOTAL COST [(c) + (j) + (l) + (m) + (n)]** \$185,690.61

NOTES:

- Key personnel marked with an asterisk (*).
- Employees subject to prevailing wage marked with two asterisks (**).
- Anticipated salary increases calculation (Item "b") on attached page.
- Note: Invoices will be based upon actual QEI hourly rates plus overhead at 175.71 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.

EXHIBIT 10-H1 COST PROPOSAL

PAGE 2 OF 2

ACTUAL COST-PLUS-FIXED FEE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Quincy Engineering, Inc.Contract No. N/ADate 12/9/2019Panoche Road Bridge Replacement Amendment 5 - Environmental Approval**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
\$ 15,986.04	206	=	\$77.60	Year 1 Avg Hourly Rate

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

Proposed Escalation =			5.0%		
Avg Hourly Rate		Proposed Escalation			
Year 1 \$77.60	+	2.5%	=	\$79.54	Year 1 Avg Hourly Rate
Year 2 \$79.54	+	5.0%	=	\$83.52	Year 2 Avg Hourly Rate
Year 3 \$83.52	+	5.0%	=	\$87.70	Year 3 Avg Hourly Rate
Year 4 \$87.70	+	5.0%	=	\$92.09	Year 4 Avg Hourly Rate
Year 5 \$92.09	+	5.0%	=	\$96.69	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	65.00%	*	206.0	=	133.9	Estimated Hours Year 1
Year 2	35.00%	*	206.0	=	72.1	Estimated Hours Year 2
Year 3	0.00%	*	206.0	=	0.0	Estimated Hours Year 3
Year 4	4.00%	*	206.0	=	8.2	Estimated Hours Year 4
Year 5	0.00%	*	206.0	=	0.0	Estimated Hours Year 5
Total	100% Error		Total	=	206.0 Error	

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	\$77.60	*	134	=	\$10,390.93	Estimated Hours Year 1
Year 2	\$79.54	*	72	=	\$5,734.83	Estimated Hours Year 2
Year 3	\$83.52	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$87.70	*	8	=	\$722.65	Estimated Hours Year 4
Year 5	\$92.09	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$16,848.41	
Direct Labor Subtotal before Escalation				=	\$15,986.04	
Estimated total of Direct Labor Salary Increase				=	\$862.37	Transfer to Page 1

NOTES:

- This assumes that an average of one half year will be worked at the rate on the cost proposal.

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 SubconsultantConsultant LSA Associates, Inc.

Project No. _____ Contract No. _____

Date 12/02/2019**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal in Charge	Jeff Bray	20.5	\$67.38	\$1,381.29
Project Manager*	Edward Heming	183	\$47.21	\$8,639.43
Principal		22	\$80.38	\$1,768.36
Associate		8	\$55.65	\$445.20
Senior Technical Staff		65	\$47.26	\$3,071.90
Technical Staff		494	\$34.88	\$17,230.72
Assistant Technical Staff		15	\$28.87	\$433.05
GIS/Graphics		48	\$45.11	\$2,165.28
Office Assistant		2	\$44.19	\$88.38
Project Assistant		6	\$25.48	\$152.88
Admin./Document Management		35.5	\$33.56	\$1,191.38

LABOR COSTS

Total Hours: 899

a) Subtotal Direct Labor Costs

\$36,567.87

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

\$1,851.25

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$38,419.12**INDIRECT COSTS**d) Fringe Benefits (Rate: 81.44%)

e) Total Fringe Benefits [(c) x (d)] \$31,288.53

f) Overhead & G&A (Rate: 115.54%)

g) Overhead [(c) x (f)] \$44,389.45

h) General and Administrative (Rate: 0.00%)

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

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$75,677.98**FIXED FEE****k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00%]** \$11,409.71**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Records Search	1	Cost	\$500.00	\$500.00
Reproduction (8.5 x 11 Color)	3136	Per Page	\$0.40	\$1,254.40
Reproduction (11 x 17 Color)	20	Per Page	\$0.75	\$15.00
CD Production	30	Per CD	\$5.00	\$150.00
Mileage (on-road)	800	Miles	\$0.58	\$464.00
GPS Unit	2	Days	\$75.00	\$150.00
Postage/Delivery	7	Cost	\$40.00	\$280.00

l) TOTAL OTHER DIRECT COSTS \$2,813.40**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: _____

\$0.00

m) TOTAL SUBCONSULTANTS' COSTS \$0.00

\$2,813.40

\$128,320.21

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
\$36,567.87	899.00	=	\$40.68	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	\$40.68	+	5%	=	\$42.71	Year 2 Avg Hourly Rate
Year 2	\$42.71	+	5%	=	\$44.85	Year 3 Avg Hourly Rate
Year 3	\$44.85	+	5%	=	\$47.09	Year 4 Avg Hourly Rate
Year 4	\$47.09	+	5%	=	\$49.44	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	25.00%	*	899.0	=	224.8	Estimated Hours Year 1
Year 2	50.00%	*	899.0	=	449.5	Estimated Hours Year 2
Year 3	25.00%	*	899.0	=	224.8	Estimated Hours Year 3
Year 4	0.00%	*	899.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	899.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	899.0	

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	\$40.68	*	224.8	=	\$9,141.97	Estimated Hours Year 1
Year 2	\$42.71	*	449.5	=	\$19,198.13	Estimated Hours Year 2
Year 3	\$44.85	*	224.8	=	\$10,079.02	Estimated Hours Year 3
Year 4	\$47.09	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$49.44	*	0.0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$38,419.12	
Direct Labor Subtotal before Escalation				=	\$36,567.87	
Estimated total of Direct Labor Salary Increase				=	\$1,851.25	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: Jeff BrayTitle*: PresidentSignature: Date of Certification (mm/dd/yyyy): 12/02/2019Email: jeff.bray@lsa.netPhone Number 916-772-7450 ext. 5124Address: 201 Creekside Ridge Court, Suite 250, Roseville, CA 95678

*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:

NEPA Technical Studies, CEQA/NEPA Compliance

QCE1901.P Quincy Engineering Panoche Road Bridge Restart										LSA										Total LSA Hours		Total LSA Fees	
12/3/2019										Project Assistant										15		\$33.56	
Hourly Rate (\$/hour)										Office Assistant													
ICR: Overhead Rate										GIS/Graphics													
Profit										Assistant Technical Staff													
Multiplier										Technical Staff													
Escalation										Senior Technical Staff													
										Associate													
										Principal													
										(Edward Heming)													
										Biology Principal/PIC (Jeff Bray)													

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: _____

WRECO _____

Project No.: _____

Contract No.: _____

Date: 12/6/2019

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Engineer	Han-Bin Liang	8	\$ 98.24	\$ 785.92
Supervising Engineer	TBD	0	\$ 72.12	\$ -
Senior Engineer	Wana Chiau	35	\$ 43.04	\$ 1,506.40
Associate Engineer	TBD	0	\$ 44.33	\$ -
Staff Engineer	TBD	0	\$ 35.00	\$ -
Senior Technician	TBD	0	\$ 31.51	\$ -
Technical Editor	TBD	0	\$ 29.00	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 2,292.32

b) Anticipated Salary Increases (see page 2)

\$ -

c) TOTAL DIRECT LABOR COSTS \$ 2,292.32

INDIRECT COSTS

d) Fringe Benefits Rate:

72.69%

e) Total Fringe Benefits

\$ 1,666.29

f) Overhead Rate:

30.98%

g) Overhead

\$ 710.16

h) General and Administrative Rate:

33.58%

i) Gen & Admin

\$ 769.76

j) TOTAL INDIRECT COSTS \$ 3,146.21

FIXED FEE

Rate:

10.00%

k) TOTAL FIXED FEE \$ 543.85

I) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE

Description

Travel/Mileage/Vehicle (supported by consultant actual costs)

Reproductions

Overnight Delivery/Shipment

Laboratory Testing - Non-DBE

Drilling and Field Sampling - Non-DBE

Traffic Control Non-DBE

Potholing & Roadway Patching

Quantity

Unit(s)

Unit Cost

Total

Miles

\$ 0.580

\$ -

0

EA

\$ 70.00

\$ -

0

EA

\$ 30.00

\$ -

LS

\$ -

\$ -

LS

\$ -

\$ -

LS

\$ -

\$ -

LS

\$ -

\$ -

l) TOTAL OTHER DIRECT COSTS \$ -

m) SUBCONSULTANTS' COSTS

Subconsultant 1:

\$ -

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS \$ -

TOTAL COST \$ 5,982.38

NOTES:

1. 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.
2. 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.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL

Page 2 of 3

ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(SAMPLE 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
\$2,292.32		53.31	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	\$53.31	+	3%	=	\$54.91	Year 2 Avg Hourly Rate
Year 2	\$54.91	+	3%	=	\$56.56	Year 3 Avg Hourly Rate
Year 3	\$56.56	+	3%	=	\$58.25	Year 4 Avg Hourly Rate
Year 4	\$58.25	+	3%	=	\$60.00	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.0%	*	43.00	=	43.00	Estimated Hours Year 1
Year 2	0.0%	*	43.00	=	0.00	Estimated Hours Year 2
Year 3	0.0%	*	43.00	=	0.00	Estimated Hours Year 3
Year 4	0.0%	*	43.00	=	0.00	Estimated Hours Year 4
Year 5	0.0%	*	43.00	=	0.00	Estimated Hours Year 5
Total	100%		Total	=	43.0	

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	\$53.31	*	43.00	=	\$2,292.32	Estimated Hours Year 1
Year 2	\$54.91	*	0.00	=	\$0.00	Estimated Hours Year 2
Year 3	\$56.56	*	0.00	=	\$0.00	Estimated Hours Year 3
Year 4	\$58.25	*	0.00	=	\$0.00	Estimated Hours Year 4
Year 5	\$60.00	*	0.00	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$2,292.32	
Direct Labor Subtotal before Escalation				=	\$2,292.32	
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.

EXHIBIT 10-H1 COST PROPOSAL

Page 3 of 3


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: Han-Bin Liang, Ph.D., P.E.Title: PresidentSignature: Date of Certification (mm/dd/yyyy): 12/6/2019Email: hanbin_liang@wreco.comPhone Number: (925) 941-0017Address: 1243 Alpine Road, Suite 108, Walnut Creek, CA 94596

*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 hydraulic analysis; response to comments; participation in conference calls.

EXHIBIT 1
TO AMENDMENT # 5

ORIGINAL
CONTRACT

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)