



# RESOLUTION No. 19-248

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### APPROVAL OF CONTRACT AMENDMENT NO. 3 WITH QUINCY ENGINEERING, INC. FOR THE COMBIE ROAD CORRIDOR IMPROVEMENT PROJECT NUMBER 440814 AND AMENDING THE FISCAL YEAR 2018/19 ROAD CAPITAL IMPROVEMENT BUDGET – DISTRICT 2 (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, on January 20, 2015, the Nevada County Board of Supervisors adopted Resolution 15-047, awarding the contract agreement with Quincy Engineering, Inc. to provide engineering services for the Combie Road Corridor Improvement Project for an amount not to exceed \$579,490; and

WHEREAS, on October 11, 2016, the Nevada County Board of Supervisors adopted Resolution 16-489 approving Amendment No.1 with Quincy Engineering, Inc., in the amount of \$72,500 for additional utility easement and joint utility trench design; and

WHEREAS, On October 24, 2017, the Nevada County Board of Supervisors adopted Resolution 17-528, awarding the contract agreement with Quincy Engineering, Inc., to provide engineering services for additional joint trench design for utility relocations, sanitary sewer line accommodations, and preparation of project specifications to address concerns of the three utility companies, in the amount of \$79,300; and

WHEREAS, the County has also asked Quincy Engineering, Inc. to expand their design scope to include preparation of a traffic staging plans, updating the electrical design to the 2018 State Standard Specifications and preparation of reductive Change Order No. 1; and

WHEREAS, the additional anticipated costs for these services will not exceed \$21,137; and

WHEREAS, the County has asked Quincy Engineering, Inc., to extend the expiration date of their contract until March 30, 2020; and

WHEREAS, a budget amendment is included for consideration to complete this project.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors:

1. Approves Contract Amendment No. 3 and authorizes the Chair of the Board of Supervisors to execute on behalf of Nevada County the amendment between Nevada County and Quincy Engineering, Inc., that includes the attached amended scope of services and contract expiration date.

2. Approves increasing the maximum amended contract amount of \$731,290 by \$21,137 to a maximum contract amount not to exceed \$752,427.
3. Directs the Auditor-Controller to amend the Road Capital Improvement Budget Fiscal Year 2018/19 budget and release fund balance as follows:

Release of Fund Balance Fund 1114	\$21,137
Increase: 1114-30154-702-1000 540711	\$21,137

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 11th day of June, 2019, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 



Richard Anderson, Chair

6/11/2019 cc: DPW\*  
AC\* (Hold)

7/16/2019 cc: DPW\*  
AC\* (Release)  
QE, Inc.

**AMENDMENT NO. 3 TO THE CONTRACT WITH  
QUINCY ENGINEERING, INC.**

THIS AMENDMENT is executed this 11th day of June, 2019, by and between QUINCY ENGINEERING, INC. and COUNTY OF NEVADA. Said Amendment will amend the prior agreement between the parties entitled "Professional Engineering Services for the Combie Road Corridor Improvement Project" executed on January 20, 2015, by Resolution No. 15-047, and Amendment No.1 executed on October 11, 2016 by Resolution No. 16-489 and Amendment No. 2 executed October 24, 2017 by Resolution No. 17-528 .

WHEREAS, the parties desire to amend their agreement; and

WHEREAS, this amendment shall be effective when signed by both parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. Increase the contract amount by \$21,137 to a maximum not to exceed amount of \$752,427.
2. Extend the contract completion date to March 30, 2020
3. Amend the Scope of Work to include updating the electrical specifications, traffic staging plans and reductive change order number one as outlined in the attached additional scope of services.
4. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA

BY:   
Chair, Board of Supervisors

ATTEST:

By:   
Clerk of the Board of Supervisors

CONTRACTOR:

By: 

## **SCOPE OF WORK**

### **AMENDMENT 3**

The following is a list of out of scope items that required additional effort completed to date related to revising the As-Bid Plans:

- Eliminate Sidewalk
- Eliminate select Curb Ramp
- Eliminate portions of Curb & Gutter
- Eliminate select Driveways
- Eliminate select Erosion Control
- Eliminate Island Paving
- Eliminate Drainage Systems 13, 14, 15, and 16
- Eliminate Grouted RSP Ditch
- Eliminate Street Lighting

#### **Task 11 - Construction Support**

##### **Task 11.1 – Revise Plans, Specifications, & Estimates**

Quincy performed additional design and detailing to eliminate items needed to reduce the project cost. A preliminary list of eliminated items was developed to quantify the total savings achieved by the removal of the items. Once approved by the County, Quincy made modifications to the as-bid plans to reflect the elimination of items. Quincy developed a new set of plan addenda for future transmittal to the Contractor.

Fehr & Peers performed the following tasks as directed:

- Revised traffic signal PS&E to reference 2018 Caltrans Standards, replace existing conduit at the State Route 49/Combie Road intersection, and install a new luminaire on the northeast corner of the State Route 49/Combie Road intersection.
- Prepared temporary traffic signal plans to maintain operations at the State Route 49/Combie Road intersection.

Exhibit 10-H1 Cost Proposal

Actual Cost-Plus-Fixed Fee Contracts

Prime Consultant  Subconsultant

Consultant **Quincy Engineering, Inc.**

Project Name **Combie Road Corridor Improvement Project**

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date **5/16/2019**

**DIRECT LABOR**

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Assoc Pr. Eng.	Jason Jurrens	JJ	\$70-\$105	0	\$ 87.00	\$ -
Assoc Eng.	Andrew Mitchell	AM	\$35-\$65	60	\$ 58.90	\$ 3,534.00
Assoc Eng.	Krassimir Panayotov	KP	\$35-\$65	0	\$ 60.50	\$ -
				60		\$ 3,534.00

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$3,534.00  
 b) Estimated Salary Increases for Multi-Year Project \$179.54 *(see calculation page attached)*  
**c) TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$3,713.54

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 40.70%):  
 e) Total Fringe Benefits [(c) x (d)] \$1,511.41  
 f) Overhead (Rate: 136.10%):  
 g) Overhead [(c) x (f)] \$5,054.13  
 h) General Administration (Rate: 0.0%):  
 i) Gen & Admin [(c) x (h)] \$0.00  
**j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$6,565.55

**FIXED FEE**

k) Fixed Fee (10.0%): **l) TOTAL FIXED FEE [(c) + (j)] x (k)** \$1,027.91

**CONSULTANT'S OTHER DIRECT COSTS (ODC)**

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

n) **SUBCONSULTANT COSTS** *(attach detailed cost proposal for each subconsultant)*  
 Fehr & Peers \$9,830.00  
\$9,830.00 \$9,830.00

**o) TOTAL COST [(c) + (j) + (l) + (m) + (n)]** \$21,137.00

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 176.8% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.

