

**FOURTH AMENDMENT
AGREEMENT FOR ENGINEERING SERVICES
FOR
MATTOLE ROAD BRIDGE (04C-055)
OVER MATTOLE RIVER AT HONEYDEW
Project No. 594055**

This Fourth Amendment to the Agreement for Professional Services dated January 24, 2012, as amended on May 13, 2014, March 22, 2016 and December 6, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Morrison Structures, Inc., a California corporation, hereinafter referred to as "CONSULTANT," is entered into this _____ day of _____, 2022.

WHEREAS, on January 24, 2012, COUNTY and CONSULTANT entered into an Agreement for design engineering services ("Engineering Services Agreement") to prepare bridge replacement plans for the Mattole Road Bridge (04C-055) over the Mattole River at Honeydew; and

WHEREAS, on May 13, 2014, COUNTY and CONSULTANT amended the Engineering Services Agreement in order to extend the deadline for delivery of services to March 31, 2016; and

WHEREAS, on March 22, 2016, COUNTY and CONSULTANT amended the Engineering Services Agreement in order to extend the deadline for delivery of services to March 31, 2019; and

WHEREAS, on December 6, 2016, COUNTY and CONSULTANT amended the Engineering Services Agreement in order to designate North State Resources, Inc. (Stantec Consulting Service Inc.) as the entity which CONSULTANT must assist in the development of environmental documentation; and

WHEREAS, the COUNTY and CONSULTANT now desire to further amend the Engineering Services Agreement in order to increase the maximum amount payable thereunder and adjust the rates of compensation set forth therein.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Article V – Payment for Services of the Engineering Services Agreement is hereby amended to read as follows:
 - 5.01 COUNTY shall pay CONSULTANT for all engineering work required in the satisfactory completion of this Agreement an amount to be determined in accordance with the "Fee Schedule" attached hereto and marked Exhibit "C" and incorporated herein by reference as though fully set forth herein. The basis of payment for the services to be furnished shall be on an hourly rate plus non-salary expenses (other direct costs).
 - 5.02 It is mutually agreed between COUNTY and CONSULTANT that payments to CONSULTANT including the total amount of salaries and expenses shall not exceed \$695,000.00 for that work as set forth in Article II, as described in Exhibit "B" of this Agreement and the attached Summary Cost Estimate.
 - 5.03 Payments to CONSULTANT shall be based upon itemized invoices submitted by CONSULTANT. Invoices shall include a summary that identifies all applicable current costs with a summary of contract costs to date.

- 5.04 CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31 *et seq.*, shall be used to determine the permissibility of individual items of cost.
- 5.05 CONSULTANT also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 5.06 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 *et seq.*, or 49 CFR Part 18, Uniform Administrative requirements for Grants and Cooperative Agreements to State and Local governments, are subject to repayment by CONSULTANT to COUNTY.
- 5.07 Any subcontract in excess of \$25,000.00 entered into as a result of the Agreement shall contain all the provisions of this Article.
- 5.06 If COUNTY substantially alters the scope of work the maximum fee may be changed by Supplemental Agreement.
2. Exhibit C – Consultant’s Fee Schedule of the Engineering Services Agreement, is hereby amended to include the additional costs set forth in Attachment A – Amended Consultant Fee Schedule, which is attached hereto and incorporated herein by reference as if set forth in full.
3. Except as modified herein, the Engineering Services Agreement dated January 24, 2012, as amended on May 13, 2014, March 22, 2016 and December 6, 2016, shall remain in full force and effect. In the event of a conflict between the provisions of this Fourth Amendment and the original Engineering Services Agreement, or any prior amendments thereto, the provisions of this Fourth Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the effective date indicated above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND*
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.*

MORRISON STRUCTURES, INC.:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Virginia Bass, Chair
Humboldt County Board of Supervisors

ATTEST:

By: _____

Date: _____

Kathy Hayes, Clerk
Humboldt County Board of Supervisors

INSURANCE REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

LIST OF ATTACHMENTS:

Attachment A – Amended Consultant Fee Schedule

ATTACHMENT A
AMENDED CONSULTANT FEE SCHEDULE

**Mattole River Bridge on Mattole Road at Honeydew
County of Humboldt, California
ENGINEERING SERVICES BUDGET INCREASE ESTIMATE - AMENDMENT 4**

Exhibit A-1 Scope of Services

Phase: Phase III, Phase IV, & Phase V - (Amendment 4)

DIRECT LABOR

EXPENSES

ITEM	C	T2	T5	E2	E3	E4	E5	E6	COST PER ITEM	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
	\$69.21	\$103.62	\$124.50	\$114.00	\$145.35	\$175.26	\$216.51	\$229.32						
Project Management		2						90	\$20,846.04	Expenses(mileage, binders, supplies, etc.)	1	LS	\$350.00	\$350.00
Meetings					4			20	\$5,167.80					
Geotechnical Investigation								16	\$3,669.12					
Update Type Selection Study/Caltrans		4						50	\$11,880.48	<u>Subconsultants</u>				
Design Rpt- Coord w/Caltrans		2						50	\$11,673.24	Crawford, Addl Geotech Final	1	LS	\$11,921.00	\$11,921.00
Right-of-Way Coordination		8						8	\$2,663.52	RN Valentine/Indep Check	1	LS	\$20,000.00	\$20,000.00
65% Unchecked Detail Update		220			185			115	\$76,057.95	PHI, Addl Hydraulic Study	1	LS	\$5,000.00	\$5,000.00
Independent Review								80	\$18,345.60	Technician Detail/Drafting	1	LS	\$44,713.00	\$44,713.00
100% PS&E		80			64			80	\$35,937.60	Advanced Engineering Graphics				
Final PS&E		40			12			20	\$10,475.40	Roadway Plans				
Bid Phase Assistance					12			12	\$4,496.04					
Environmental & Permitting Support		16			16			24	\$9,487.20					
Manhours/Grade	0	372	0	0	293	0	0	565						
DIRECT LABOR									\$210,699.99	TOTAL EXPENSES				\$81,984.00
TOTAL									\$210,699.99					
TOTAL LABOR HOURS									1230	TOTAL COST LABOR AND EXPENSES				\$292,683.99
										For Budget Purposes				\$293,000.00

2022 Direct Labor Rates utilized **anticipated salary rate increases for this Final Design Phase = \$0.00

Date: 3/14/22

MORRISON STRUCTURES, INC.

Mattole Road Bridge (4C-55) over Mattole River at Honeydew
Contract 594055 - Amendment 4

HOURLY RATES FOR PROFESSIONAL SERVICES

(Effective January 1, 2022 through December 31, 2023)

PERSONNEL	2022	2023		
Structural Engineer (E6)	\$229.32/hr	\$236.19/hr		
Senior Engineer or Senior Architect (E5)	\$216.51/hr	\$223.00/hr		
Engineer or Architect (E4)	\$175.26/hr	\$180.51/hr		
Associate Engineer or Architect (E3)	\$145.35/hr	\$149.71/hr		
Engineer or Architect (E2)	\$114.00/hr	\$117.42/hr		
Assistant Engineer or Architect (E1)	\$ 95.00/hr	\$ 97.85/hr		
Senior Technician (T5)	\$124.50/hr	\$128.24/hr		
Technician (T2)	\$103.62/hr	\$106.73/hr		
Clerical (C)	\$ 69.21/hr	\$ 71.29/hr		

EXPENSES

Expenses include, but are not limited to, reproduction, travel subsistence, mailing, special consultants, outside purchases and services, and other subcontracts. These are charged at 1.00 x cost.

Vehicle mileage will be at \$0.585 per mile.

HOURLY RATES

Hourly rates include overhead and office equipment, etc. Hourly rates are applicable during travel to and from jobsite.

EXPERT WITNESS RATES

Deposition and trial testimony \$300 per hour, 4 hour minimum. Meetings and preparation at regular hourly rates listed above.