



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-13

For the meeting of: March 22, 2016

Date: March 9, 2016

To: Board of Supervisors

From: *JK for TM*
Thomas K. Mattson, Public Works Director

Subject: **SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES REGARDING MATTOLE ROAD BRIDGE (04C-055) OVER THE MATTOLE RIVER AT HONEYDEW**

RECOMMENDATION(S):

That the Board of Supervisors;

1. Approves, the Second Amendment to the Agreement for Professional Services with Morrison Structures, Inc., which extends the deadline for completion and delivery of certain consultant services pertaining to the Mattole Road Bridge (04C-055) over Mattole Road at Honeydew;
2. Authorizes the Chair of the Board to execute three (3) originals of the Second Amendment to the Agreement with Morrison Structures, Inc.; and
3. Directs the Clerk of the Board to return two executed originals of the Second Amendment to the Department of Public Works.

Prepared by Tony Seghetti

CAO Approval *Cheryl Dillingham*

REVIEW:

Auditor _____ County Counsel *SM* Personnel _____ Risk Manager *KH* Other _____

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Fennell* Seconded by Supervisor *Bass*

Ayes *Sundberg, Fennell, Lovelace, Bohn, Bass*
Nays _____
Abstain _____
Absent _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *March 22, 2016*

By: *Kathy Hayes*
Kathy Hayes, Clerk of the Board

SOURCE OF FUNDING:

Road Fund – Federal Highways Administration Bridge Program and Proposition 1B – *The Highway Safety, Traffic Reduction, Air Quality, and Port Security Act of 2006.*

DISCUSSION:

On January 24, 2012 the Board of Supervisors authorized the execution of 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 with Morrison Structures, Inc. ("Consultant"). Section 4.02 of the Engineering Services Agreement sets February 13, 2013 as the date for delivery of all services associated with Phases I and II of the project. Section 4.02A establishes the expiration date of the Engineering Services Agreement as thirty (30) days following receipt of bids by the County.

On May 13, 2014, the Board approved the First Amendment to the Engineering Services Agreement which extended the deadline set forth in Section 4.02 from February 13, 2013 to March 31, 2016. This extension was necessary to allow the County to prepare certain environmental and historical documents that are needed to facilitate Consultant's completion of Phases I and II of the project. It should be noted that the lapse in time between the original deadline set forth in Section 4.02 and the execution of the First Amendment did not cause the Engineering Services Agreement to expire or affect Consultant's responsibilities thereunder in any way.

Since the execution of the First Amendment to the Engineering Services Agreement, the environmental process has once again stalled. Due to the historical eligibility of the Honeydew Bridge, preparation of a joint Environmental Assessment and Environmental Impact Report ("Joint EA/EIR") is necessary to comply with the requirements of the National Environmental Policy Act and the California Environmental Quality Act. It is estimated that it will take at least two (2) additional years to complete a Joint EA/EIR for this project. Given that the results and findings of the Joint EA/EIR will affect the design of the new bridge, the Consultant cannot complete Phases I and II of the project until the environmental documents are completed by the County.

Accordingly, the Department of Public Works recommends that the Board of Supervisors approves, and authorizes the Chair to execute, the Second Amendment to the Engineering Services Agreement which will extend the deadline for delivery of all services associated with Phases I and II of the project to March 31, 2019.

FINANCIAL IMPACT:

This project is funded through the Federal Highways Administration and Proposition 1B.

OTHER AGENCY INVOLVEMENT:

California Department of Transportation, Federal Highways Administration

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may choose not to approve the Second Amendment to the Engineering Services Agreement. This is not recommended because allowing a lapse in the time for completion of Phases I and II could affect project funding.

ATTACHMENTS:

1. County of Humboldt Department of Public Works Agreement for Professional Services – Engineering Services – for Mattole Road Bridge (04C-055) over Mattole River at Honeydew, dated January 24, 2012
2. First Amendment to Agreement for Professional Services – Engineering Services – for Mattole Road Bridge (04C-055) over Mattole River at Honeydew, dated May 13, 2014
3. Second Amendment to Agreement for Professional Services – Engineering Services – for Mattole Road Bridge (04C-055) over Mattole River at Honeydew (3 originals)

ATTACHMENT 1

County of Humboldt Department of Public Works Agreement for Professional Services-
Engineering Services-for Mattole Road Bridge (04C-055) over Mattole River at Honeydew,
dated January 24, 2012

BOS AGREEMENT NO. 594055
DPW AGREEMENT NO. 594055
PROJECT NO. 594055

**COUNTY OF HUMBOLDT
DEPARTMENT OF PUBLIC WORKS
AGREEMENT FOR PROFESSIONAL SERVICES**

**DESIGN ENGINEERING
AND
ENVIRONMENTAL DOCUMENT DEVELOPMENT
FOR
MATTOLE ROAD BRIDGE (04C-055)
OVER MATTOLE RIVER AT HONEYDEW**

FEDERAL PROJECT NO. BRLS-5904 (024)

THIS AGREEMENT, made and entered into this 24th day of January, 2012 by and between the COUNTY OF HUMBOLDT, hereinafter called "COUNTY", and Morrison Structures, Inc., a California corporation, hereinafter called "CONSULTANT".

**ARTICLE I
INTENT OF AGREEMENT**

1.01 WHEREAS, COUNTY requires professional, expert, and technical services of a temporary and occasional character. WHEREAS, COUNTY has no employees available to perform such services within the desired time period. THEREFORE, COUNTY hereby employs CONSULTANT to perform those professional services described in Article II hereof and agrees to pay the CONSULTANT for such services in the amount and at the time and in the manner specified in Article V hereof.

**ARTICLE II
SERVICES OF CONSULTANT**

2.01 CONSULTANT agrees to provide those technical, expert, and professional services as described in Exhibit "A" and Exhibit "B" which are attached hereto and incorporated herein by reference as though fully set forth herein.

2.02 CONSULTANT has inspected the project site for the purpose of determining the nature and scope of the engineering services required by this agreement.

2.03 The absence, omission, or failure to include in this Agreement items which are normally considered to be a part of engineering procedure or which involve professional engineering judgement shall not be used as a basis for submission of inadequate work or incomplete engineering performance.

2.04 COUNTY relies upon the professional ability and stated experience of CONSULTANT as a material inducement to entering into this Agreement. CONSULTANT understands the use to which COUNTY will put his work product and hereby warrants that all findings, recommendations, calculations, computations, plans and specifications shall be made and prepared in accordance with generally accepted engineering practices.

2.05 When the Agreement calls for preparation of project plans, specifications or estimates, they shall be in form acceptable to COUNTY. Project plan format shall conform with the current edition of the California Department of Transportation Drafting and Plans Manual.

2.06 When the Agreement calls for preparation of project plans, CONSULTANT shall submit with the design documents such backup information as required in Exhibit "A" to support review of said plans. They shall be in a form acceptable to COUNTY.

2.07 CONSULTANT shall utilize to the fullest extent possible the California Department of Transportation Standard Specifications, Standard Provisions, and Standard Plans (latest editions) unless other criteria are included in Exhibit "A".

2.08 CONSULTANT shall provide all printing and reproduction costs until final design is accepted by COUNTY, at which time CONSULTANT shall turn over to COUNTY all documents and design drawings. COUNTY shall print all documents necessary for bidding and construction purposes.

2.09 CONSULTANT agrees to perform any additional services as may be required due to significant changes in general scope of the project or its design, including but not limited to changes in size, complexity or character of construction. Such additional services shall be paid for by Supplemental Agreement and shall conform to the rates of payment specified in Article V hereof.

2.10 Responsibility for Others. CONSULTANT shall be responsible to COUNTY for its Services and the services of its subcontractors. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by COUNTY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

2.11 Documents. Reuse of any such materials by COUNTY on any extension of this project or any other project without CONSULTANT's written authorization shall be at COUNTY's sole risk. CONSULTANT shall have the right to retain copies of all such materials.

2.12 The CONSULTANT shall uphold claims of performance contained within the proposal submitted to COUNTY as part of the consultant selection process.

2.13 The CONSULTANT shall perform the work contemplated with the resources available within it's own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization from the COUNTY, except that which is expressly identified in the CONSULTANT's cost Proposal.

2.14 Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

2.15 The COUNTY in advance of assigning work to a substitute subconsultant must approve any substitution of subconsultants in writing.

ARTICLE III SERVICE OF COUNTY

3.01 COUNTY shall provide full information as to its requirements for performance of the Agreement. Said information shall be described in Exhibit "A".

3.02 COUNTY shall place at the disposal of CONSULTANT all available information pertinent to the project.

3.03 COUNTY will examine all studies, reports, preliminary plans, specifications or other submittals from CONSULTANT and will render, in writing, decisions or comments pertaining thereto within fourteen (14) calendar days of receipt thereof. This is separate and apart from the time required for Caltrans review, if applicable.

3.04 COUNTY shall arrange for access to private property as required by CONSULTANT provided that such access is necessary for the performance of the engineering services described herein and that the owners or occupants of any parcel to which access is required do not consent to entry by CONSULTANT.

3.05 COUNTY shall be responsible for advertising, award of bid to successful contractor, execution of a construction contract, and complete contract administration, including construction staking, should these functions be required.

ARTICLE IV TIME OF COMPLETION

4.01 The execution of this Agreement by the COUNTY shall constitute the CONSULTANT's authority to proceed immediately with the performance of the work described in Exhibit "A". The parties hereto agree that time is of the essence in completing this contract.

4.02 CONSULTANT agrees to complete and deliver to COUNTY all work products associated with Exhibit "B" Phases I and II, including final contract plans, specifications and cost estimates by February 13, 2013.

4.02A CONSULTANT further agrees to provide technical support to COUNTY through the advertisement for bids, evaluation of bids, selection of apparent low bidder and construction contract award processes. CONSULTANT's responsibility shall terminate 30 days following receipt of bids by COUNTY unless extended by mutual agreement of both parties.

4.03 If COUNTY requests significant modifications or changes in the scope of the project the time of performance shall be adjusted appropriately. The number of days of said extension shall be the final decision of COUNTY.

4.04 If performance of CONSULTANT's work is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbance, the time for CONSULTANT's performance shall be extended by a number of days equal to the number of days the CONSULTANT has been delayed. The COUNTY retains the right to cancel the contract with the CONSULTANT if said delay affects project funding.

ARTICLE V PAYMENT FOR SERVICES

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 "D" 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 \$ 402,000 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 The 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 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.

ARTICLE VI PROJECT INSPECTION AND ACCOUNTING RECORDS

6.01 For the purpose of determining compliance with Public Contract Code, Section 10115, et. Seq. And Title 21, California Code of Regulations, Chapter 21, section 2500 et. Seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government code Section 8546.7, the ENGINEER, subconsultant, and the COUNTY shall maintain all the books, documents, papers, accounting records, and other evidence pertaining to the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Performance Period and for three (3) years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of federal funding in whole or in part) shall have access to the books, records, and documents of the ENGINEER that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested in writing.

6.02 Any subcontract, in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions of this Article.

ARTICLE VII DISPOSITION OF FINAL PLANS

7.01 All original tracings of plans and specifications together with such backup data as required by this Agreement shall be and shall remain the sole property of COUNTY.

7.02 CONSULTANT's attention is directed to the required notice under Government Code Section 7550, which requires that: Any documents or written reports prepared as a requirement of this contract shall contain, in a separate section preceding the main body of the document, the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of those documents or reports if the total cost for work by non-employees of the public agency exceeds \$5,000.

ARTICLE VIII DISPUTES

8.01 CONSULTANT shall give the COUNTY written notice within fifteen (15) days of an event, thing, occurrence or other cause of an increase in the scope and cost of the work for which CONSULTANT believes additional compensation may be due. The written notice shall set forth the reasons that the CONSULTANT believes additional compensation will or may be due, the nature of the costs involved, and insofar as possible, the amount of the dispute.

8.02 The notice of dispute filed by the CONSULTANT shall be in sufficient detail to enable COUNTY to ascertain the basis and amount of said dispute. The COUNTY will consider and make a determination within 30 days on the dispute filed by the CONSULTANT.

8.03 The Director of Public Works will make the final determination on any dispute.

8.04 The dispute shall not be a basis to delay prosecution of the Engineer's work, nor to alter the performance period set forth in Section 4.02. Engineer agrees to diligently pursue the work during the pendency of any dispute.

ARTICLE IX TERMINATION OF CONTRACT

9.01 The COUNTY reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the CONSULTANT, or upon thirty (30) calendar days written notice to the CONSULTANT if terminated for the convenience of the COUNTY.

9.02 In the event the Agreement is terminated for the convenience of the COUNTY, the CONSULTANT shall be paid for the percentage of the work completed, relative to the total work effort called for under the Agreement, and for termination costs.

9.03 Within 60 days of the date the CONSULTANT is notified of early termination for the convenience of the COUNTY, the CONSULTANT shall prepare and submit to the COUNTY for approval, two separate supplemental cost proposals: 1) A final revised cost proposal for all project related costs to the revised termination date, and 2) A cost proposal specifically addressing the termination settlement costs only.

9.04 CONSULTANT shall provide all project related documents and correspondence required as part of the Scope of Work. Project related documents should be described, listed and identified as part of the final revised cost proposal. Project related documents should include all documents that are in complete and final form and which have been accepted as complete by the COUNTY, or documents in draft and/or incomplete form for those deliverables, which are in progress by the CONSULTANT and have not been accepted as complete. All documents must be received and accepted before the settlement cost invoice is paid.

9.05 Separate final invoices for project related costs and termination settlement costs shall be submitted no later than thirty (30) calendar days after the date the CONSULTANT is notified of acceptance of the final cost proposal by the COUNTY. Invoices shall be submitted in accordance with Article V.

9.06 The CONSULTANT shall notify any subconsultant and service vendor providing service under this Agreement of the early termination date of this Agreement. Failure to notify any subcontractor and service vendor shall result in the CONSULTANT being liable for the termination costs incurred by any subcontractor and service vendor for work performed under this Agreement, except those specifically agreed to in the termination notice to the CONSULTANT.

9.07 Termination settlement expenses will be reimbursed in accordance with 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31. Subpart 31.205-42(c) dealing with initial costs is not applicable for architectural and engineer contract terminations.

9.08 CONSULTANT agrees to release the COUNTY from any and all termination claims for services performed arising out of this Agreement or its early termination, upon acceptance by CONSULTANT of payment in the total amount agreed upon as full and final payment of its costs from performance and early termination of this Agreement.

ARTICLE X RESPONSIBILITY FOR CLAIMS AND LIABILITIES

10.01 HOLD HARMLESS INDEMNIFICATION CLAUSE

CONSULTANT shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any willful misconduct, negligent act or omission of the Engineer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

10.02 Insurance: CONSULTANT shall maintain the insurance specified in Exhibit "D" which is attached hereto and incorporated by reference as though fully set forth herein.

ARTICLE XI GENERAL COMPLIANCE WITH LAWS

11.01 It is understood and agreed that, the CONSULTANT will comply with all Federal, State, and Local laws and ordinances as may be applicable to the performance of work under this Agreement.

ARTICLE XII
ENDORSEMENT OF PLANS

12.01 It is understood and agreed that the CONSULTANT will endorse reports and documents in accordance with applicable portions of the Business and Professions Code of the State of California.

ARTICLE XIII
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS
ACT OF 1964 FOR FEDERAL AID CONTRACTS

13.01 COMPLIANCE WITH REGULATIONS: The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR 21 (hereinafter referred to as the Regulations) through Appendix C shall be incorporated by reference and made a part of this Agreement.

13.02 NONDISCRIMINATION. The CONSULTANT, with regard to the work performed by it after award and prior to completion of the agreement work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Agreement covers a program set forth in Appendix A of the Regulations.

13.03 SOLICITATIONS AND SUBCONTRACTS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

13.04 INFORMATION AND REPORTS: The CONSULTANT will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, other sources of information, and its facilities as may be determined by the COUNTY, CALTRANS or the Federal Highway Administration (FHWA) to be pertinent to instructions.

Where any information required for the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the COUNTY, CALTRANS or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

13.05 SANCTIONS FOR NONCOMPLIANCE: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this Agreement, the COUNTY shall impose such contract sanctions as it or FHWA may determine to be appropriate including, but not limited to:

1. Withholding of payments to the CONSULTANT under this Agreement until the CONSULTANT complies, and/or
2. Cancellation, termination, or suspension of the Agreement in whole or in part.

13.06 INCORPORATION OF PROVISIONS: The CONSULTANT will include the provisions of paragraphs 13.01 through 13.06 of this ARTICLE XIII in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract or procurement as CALTRANS or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the CONSULTANT becomes involved in or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the COUNTY enter into such litigation to protect the interests of the COUNTY, and in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interest of the United States.

ARTICLE XIV INDEPENDENT CONTRACTOR

14.01 The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as nor claim to be an officer or employee of the COUNTY by reason hereof, and that he will not by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the COUNTY including but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage, or retirement membership or credit.

ARTICLE XV COVENANT AGAINST CONTINGENT FEES

15.01 The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of making this Agreement. For breach or violation

of this warranty, the COUNTY shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XVI SUCCESSOR AND ASSIGNMENTS

16.01 The COUNTY and the CONSULTANT each binds himself, his partners, successors, and executors, administrators and assigns to the other party to this Agreement, and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.

16.02 Except as hereinabove set forth, neither the COUNTY nor the CONSULTANT shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other, however, the CONSULTANT reserves the right to assign the proceeds due under this Agreement to any bank or person.

16.03 In the case of the death of one or more members of the firm of the CONSULTANT, the surviving member or members, shall complete the engineering services covered by this Agreement.

ARTICLE XVII INDEMNIFICATION

17.01 COUNTY will require the construction contractor to indemnify and name CONSULTANT as additional insured in the same manner as COUNTY is indemnified and named as additional insured by the construction contractor in contract between COUNTY and construction contractor.

17.02 Nothing in this Agreement shall be construed to give any person or entity other than COUNTY and the CONSULTANT any legal or equitable right, remedy or claim under this Agreement, except as may otherwise be provided for in this Agreement; and it shall be construed as being for the sole and exclusive benefit of COUNTY and the CONSULTANT.

17.03 COUNTY will disclose to the CONSULTANT the existence and nature of any other encumbrances, defects and circumstances with regard to the construction contract or the project that COUNTY is aware of and that may have and adverse affect upon the CONSULTANT's performance of Services under this Contract.

17.04 COUNTY will provide written notice of these limitations on the CONSULTANT'S obligations and responsibilities to the construction contractor prior to or concurrently with the CONSULTANT's assignment to perform construction management or inspection services for the project.

17.05 Notwithstanding anything whatsoever contained in this Agreement to the contrary, the Parties expressly agree that no Party to this Agreement shall be liable to any other Party or Parties to this Agreement for any special, consequential or exemplary damages of any kind whatsoever, whether arising in contract, warranty, tort (including but not limited to negligence), strict liability, or otherwise, including without limitation losses of use, profits, business reputation and financing.

ARTICLE XVIII CERTIFICATION

18.01 CONSULTANT shall sign and include EXHIBIT "E": Debarment and Suspension Certification as a part of this contract.

18.2 CONSULTANT shall sign and include EXHIBIT "F": Non-Lobbying Certification as a part of this contract.

ARTICLE XIX NUCLEAR FREE COUNTY ORDINANCE

CONSULTANT certifies by its signature below that CONSULTANT is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor, as defined above. COUNTY may immediately terminate this agreement if it determines that the forgoing certification is false or if CONSULTANT becomes a nuclear weapons contractor

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement in duplicate the day and year first above written.

COUNTY OF HUMBOLDT

Virginia Barr
CHAIRMAN, Board of Supervisors

ATTEST:

Nikki Durner
CLERK OF THE BOARD

DATE

FIRM: MORRISON STRUCTURES, LLC

Robert A. Morrison 1-6-12
Signature Date

APPROVAL RECOMMENDED:

Tom Mattson 1/27/12
TOM MATTSO N DATE
DIRECTOR OF PUBLIC WORKS

TITLE: PRESIDENT

IRS IDENT. NO. 68-0455058

APPROVED AS TO FORM:

[Signature] 1-10-12
COUNTY COUNSEL DATE

**COUNTY OF HUMBOLDT
DEPARTMENT OF PUBLIC WORKS
AGREEMENT FOR PROFESSIONAL SERVICES**

EXHIBIT "A"

GENERAL DESCRIPTION OF PROJECT

The selected consultant team will provide all professional services necessary to prepare documents for the construction of the Honeydew Bridge (04C-055) on Mattole Road (3D010). These services shall include but not be limited to bridge type selection, hydraulics report, constructability report, geotechnical investigations and engineering design. In addition, the consultant will work with the Humboldt County Natural Resources Department assisting in the development of environmental documentation for the project, including area of potential effect mapping, project implementation scenarios and the description of how construction activities will occur.

This project shall be prepared using the Standard System of Units.

All work shall be prepared in accordance with Caltrans engineering standards and formats and in accordance with the following Caltrans documents: Project Preparation Manual, Highway Design Manual, Standard Specifications, Standard Plans, Standard Special Provisions, Memos to Designers, Bridge Design Details, Bridge Design Aids, and Bridge Design Specifications, as well as with the Standard Specifications for Highway Bridges as adopted by the American Association of State Highway and Transportation Officials (AASHTO). Consultant shall prepare work in conformance with the standards listed above unless directed otherwise by the County.

All design documents, including preliminary plans, specifications, and bid documents shall be submitted to Humboldt County for review and approval prior to their submission to any outside agencies. The Consultant shall submit copies of design calculations, quantity calculations, geotechnical reports, and any other reports prepared in connection with the project.

The Consultant shall prepare the bridge plans and specifications in an electronic format approved by the County. Upon final approval of the plans and specifications by the County, the Consultant shall submit the design plans and the specifications to the County both in hard copy and in electronic format.

All bridge plans and design calculations shall receive an independent detailed check. The independent consulting engineer shall provide a certification, stamped with the seal of a California registered civil engineer, that the plans and specifications prepared by the Consultant have been checked and conform to applicable state and federal standards.

**COUNTY OF HUMBOLDT
DEPARTMENT OF PUBLIC WORKS
AGREEMENT FOR PROFESSIONAL SERVICES**

EXHIBIT "B"

SCOPE OF SERVICES

General

Morrison Structures team will provide all professional services necessary to prepare documents for the construction of the Honeydew Bridge (4C-0055) on Mattole Road (F3D010). These services shall include but not be limited to bridge type selection, constructability report, geotechnical investigations and engineering design. In addition, Morrison Structures will work with the Humboldt County Natural Resources Department assisting in the development of environmental documentation for the project, including area of potential effect mapping, project implementation scenarios and the description of how construction activities will occur.

A critical component of both the design and environmental phases will be the maintenance of consistent communication with the County Department of Public Works and the California Department of Transportation (Caltrans).

This project shall be prepared using the Standard System of Units. All work will be prepared in accordance with the Caltrans engineering standards and formats and in accordance with the following Caltrans documents: Project Preparation Manual, Highway Design Manual, Standard Specifications, Standard Plans, Standard Special Provisions, Memos to Designers, Bridge Design Details, Bridge Design Aids, Bridge Design Specifications, as well as with the Standard Specifications for Highway Bridges (AASHTO).

Project Management

Management of the project will include, development and management of a baseline schedule for the work, along with budgets established for the work, management of the work execution and responding to various County, State, and Federal agency requirements for the project. Schedules will be updated on a monthly basis and submitted with a complete progress report with all billing statements. Also included will be the development and maintenance of work agreements, monitoring of expenditures, maintenance of project data, and response to internal and external requests for information.

Reviews and corrections to documents, reports, plans, specifications, estimate, and design calculations will be completed before submitting documents to the County. All documents will be prepared in an electronic format approved by the County. Upon approval both electronic format and hard copy shall be submitted. Unless otherwise stated below in the various tasks, 5 sets of all project related reports, studies, special provisions, and estimates. Records will be maintained for at least 48 months after final acceptance of PS&E.

PHASE I – PRELIMINARY ENGINEERING

Phase I work will generally consist of technical and economic analysis including bridge alignment and type selection. Phase I will culminate in a preliminary engineering report which the County can present to Caltrans to document the bridge alignment and type.

Initial Meeting

Morrison Structures will schedule a meeting with the County, and if available Caltrans, and California Department of Fish and Game (CDFG), to review the project site conditions and proposed improvements. Morrison Structures' bridge design engineer and the project teams' hydraulic engineer will attend the site meeting to observe bridge conditions, review the existing approach roadways, channel/flood plain, and affected facilities and gather information necessary to prepare and initiate the studies required for bridge replacement.

Meeting participants will discuss the visible conditions; establish the "maximum" limits of the project Area of Potential Effect (APE) map and identify issues of concern.

Bridge Hydraulic Studies

Pacific Hydrologic (PHI) will make a site visit and attend the initial meeting in order to prepare:

- A. Location Hydraulic Study in accordance with the Caltrans LPP Manual, Volume III, Appendix J.
- B. Hydraulic Design Study in accordance with Caltrans LPP Manual, Volume I, Section 8 the following tasks will be performed:

PHI will perform hydrologic analysis to identify the standard design flood (most probable 50-year flood) and base flood (most probable 100-year flood) and if possible, identify the flood of record. A flood frequency curve for the Mattole River at the project site will be prepared.

Using the Corp's of Engineer's HEC RAS backwater model an existing condition backwater model for the project site will be prepared to analyze existing flood hydraulic conditions and define water surface profiles for the most probable 50- and 100-year floods, flood of record, and the overtopping flood. If possible this model will be calibrated to known high water.

Candidate bridge replacements will be modeled and the water surface elevations of the floods of concern to design of replacement bridge structures will be determined. Scour and Erosion Analysis will be performed to estimate the potential local scour for candidate projects using methods presented in FHWA HEC-18. The potential for channel instability will be determined considering historic changes in channel geometry and land use using the Type 1 qualitative analysis described in FHWA HEC-20.

The DHS report will address the appropriate concerns presented in the Caltrans Local Programs Manual as well as those of other agencies and identified during the initial meeting. The report will be written to clearly identify the requirements of each agency and identify how the proposed project meets the requirements of each agency. Photos and figures will be included where appropriate. Prepare and provide A Caltrans Summary of Floodplain Encroachment forms and Location Hydraulic Study forms will be prepared.

Geotechnical Reconnaissance

Morrison Structures' subconsultant Taber Consultants will perform the geotechnical reconnaissance. Prior to conducting a subsurface investigation the site will be reviewed by an engineering geologist. During this site review the current site conditions will be noted including surficial materials (including presence of exposed rock) and a determination of scour potential. The site will also be marked for Underground Service Alert (USA) markout during this visit.

Subsurface investigation to adequately define earth materials and foundation conditions at this site is expected to require one sampled, logged test boring to approximately 80±ft depth at the abutment locations (2 total). Two sampled and logged test in the channel are also proposed, one to approximately 120 ft depth and one to approximately 80 ft depth. These borings will be advanced by auger and rotary methods. Rock (if encountered) will be sampled by use of diamond bit coring and rock cores will be retained for reference. For purposes of this proposal it is assumed that the borings in the channel will be restricted to the portion that is dry during the summer portions of the year.

Borings in the channel are expected to be made during the dry portions of the year and for this proposal it is assumed that use of existing gravel bars will allow placement of the drilling rig in the proper location. It is known that vehicle access is available to the gravel bars near the subject bridge as vehicles were observed on the gravel bars. It is assumed for the proposal that all borings in the channel will be from existing gravel bars.

If a support is proposed in the wet portion of the channel it may be required to drill in the permanently wet portion of the channel. If this is determined to be needed it is proposed to advance a boring from the existing bridge deck. The boring made from the bridge deck would be limited to the area immediately adjacent to the existing mid-span support due to low overhead clearance along the remainder of the bridge.

Traffic control for the proposed drilling would be limited to the two abutment locations. It appears that a shoulder closure or partial lane closure can be used to allow drilling. Traffic control for the abutments will be limited to signs and cones unless directed otherwise. If drilling from the bridge deck is determined to be required then a bridge closure would be required.

California Department of Fish and Game Streambed Alteration Agreement will be required for work in the dry portions of the channel. In addition a Humboldt County Environmental Health permit will be required. Permits will be coordinated by Taber Consultants with the appropriate agencies.

If borings are required in the wet portion of the channel additional permitting will be required. This includes US Fish and Wildlife and US Army Corps permits. The labor and cost for these permits would be an additional fee if required. These permits commonly take between 3 and 9 months to acquire from the time of initial application.

All test borings will be grout backfilled at completion of field operations. Cuttings will be spread outside the channels per the requirements of the County and applicable regulations.

Encroachment permits will be coordinated with county staff. It is assumed that there is adequate clearance to make test borings in county right of way with only nominal encroachment into the traveled-way and that traffic control measures will be limited to warning signs and cones except for the boring drilled from the existing bridge deck which will require a bridge closure.

Prior to exploration U.S.A. will be notified for location of underground utilities. The scope of our proposed geotechnical services specifically excludes sampling for or evaluation of the presence or distribution of hazardous materials. If hazardous materials are identified during field exploration, work will be stopped at that location and the client notified; a modified scope of services may be required.

We expect to recover soil samples from the sampled borings at 5±ft (typical) intervals using Standard Penetration equipment. The encountered materials will 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 as well as corrosivity (pH/minimum Resistivity/sulfate/chloride content) on selected samples.

Approach roadway subgrade conditions will be investigated at by making two short (5-10±ft deep) sampled test borings near the roadway conforms or within 200-ft of each abutment. Bulk samples will be recovered from these borings and one Stabilometer Resistance R-value test (CTM 301) performed at each approach roadway section. Results of approach subgrade evaluation and R-value are reported in a separate letter submittal.

For this scope of services it is assumed that the following items will be provided by others and are required prior to completion of our scope of services:

- Rights of Entry (if required)
- Topographic Survey

Preliminary Report

A preliminary memo / letter report will be produced after the initial site review. This report will be based on review of available information and reports for the subject site and nearby areas and the results of the site reconnaissance. This report will provide an assessment of the site materials, a judgment of the scour potential, and provide preliminary seismic design criteria per Caltrans practice (Caltrans ARS Online Tool). This report will provide preliminary recommendations for foundation type and likely depth, earthwork requirements, allowable bearing pressures for design of retaining walls or other structures.

The results of subsurface exploration and testing will be presented on a Log of Test Borings (LOTBs) drawing showing borings in plan and profile relationships for each of the bridge projects. These drawings are provided to the client as 1/2-size and full-size plan sheets on translucent stock. Log of Test Borings are prepared using AutoCAD and electronic media of the final LOTBs will be provided in pdf format.

The Foundation report will summarize the results of study, makes specific recommendations for type, elevation and allowable loading of bridge foundation elements and discusses groundwater and other subsurface conditions encountered as they may affect foundation design, construction and service. Site seismicity characteristics, based upon foundation data obtained from this study, will be presented in accordance with Caltrans practice (Caltrans ARS Online Tool). The report will address lateral soil pressures for use in structure design, discuss considerations of alternate foundation types and assess bank stability and finished slopes for approach embankments. We will evaluate soil support available for falsework, specifically allowable bearing pressures. Review of design with respect to geotechnical considerations and consultation regarding questions of earth materials conditions which may arise during design are part of our services.

Field Surveys and Mapping

As indicated in the request for proposal, Morrison Structures will review all current site surveys, control survey, topographic and hydrologic surveys and coordinate any additional surveys necessary for hydraulic studies and design with the County. The County will perform the additional field surveys and related office-work pertaining to reference points, traverse sheets, and calculated preliminary alignment ties needed for the studies and design of the project and will establish a list of benchmarks and field monuments.

Bridge Type Selection Study

Design criteria, preliminary layouts, and alternative alignments for the bridge will be developed in close cooperation with the County. The height and length of the bridge will be determined on the basis of the hydraulic study data and the site topography of the selected alignment. The bridge type selection study will then be developed by considering the required bridge length and height, foundation requirements, and other engineering, environmental, and economic considerations.

The alternative study will include sketches defining each alternative, comparative costs, a description of the relative advantages and disadvantages of each alternative, and a description of the site and waterway requirements. General plans of three structure type alternatives with cost estimates will be submitted to the County for analysis and selection of the preferred alternative.

It is anticipated that the following structure types will be considered during the type selection study:

- Multi-span cast-in-place, post-tensioned concrete box girder
- Multi-span composite welded steel girder
- Multi-span steel truss
- Multi-span cast-in-place post-tensioned box girder - cable stay

PHASE II - ENVIRONMENTAL DOCUMENT

Preparation and Permitting Support

Morrison Structures will provide assistance to the County Public Works Natural Resources Department as necessary for the preparation of State and Federal environmental documents. During Phase I, Morrison Structures project manager will conduct weekly telephone conferences with County project manager and environmental coordinator to provide current information regarding design concepts and potential impacts to the environment. Morrison Structures will provide CAD files of plan and sections of bridge alternatives to the County for their use in the environmental documents and public presentations. Morrison Structures bridge project manager and other team members as appropriate, will participate in two public hearings for the environmental process. Where requested by the County, Morrison Structures can provide 3-D computer drafted exhibits of the structures in various settings. If necessary we can provide 3-dimensional views rendered on photography.

Environmental Meetings

Morrison Structures project manager and appropriate team staff will attend the following meetings to be held in Humboldt County:

1. Project kick-off meeting with County and Caltrans staff at the Public Works Office
2. One scoping session with regulatory agencies at the Public Works office
3. Initial public meeting (Mattole Valley) – project introduction
4. Second public meeting (Mattole Valley) – environmental document presentation

Supplementary Design

Morrison Structures Inc. will provide engineering services as necessary to assist and augment the environmental analysis of alternatives.

Alignment and Right-of-Way

Humboldt County currently owns right-of way along the existing alignment. Additional right-of-way may be required to accommodate the new bridge alternatives. Morrison Structures Inc. will delineate the additional right-of-way and/or easements required for the project. The County will be responsible for providing all necessary land surveys and securing the right-of-way and/or easements.

PHASE III – BRIDGE FINAL DESIGN

Morrison Structures Inc. will prepare design for roadway bridge approaches and bridge structure for the selected alternative for the new Honeydew crossing. This work will also include the preparation of traffic control plans, construction plans and specifications utilizing Caltrans Standards, detailed cost estimates, and bid documents utilizing standard County construction contract provisions. The design will also identify any utilities that may need to be relocated as a result of the new crossing. Deliverables shall be as listed below:

65% Submittal – Unchecked Details

1. General Plan
2. Foundation Plan
3. Abutment Plan and Elevations
4. Piers Plan and Elevations (if applicable)
5. Girder layout (if applicable)
6. Typical Sections
7. Test borings/geotechnical Report
8. Traffic control plan
9. Cost Estimate
10. Outline specifications
11. Roadway and civil plans

Independent Review

R. N. Valentine, Inc. will perform the independent review of structural calculations and design.

100% Submittal – Checked Details

1. Complete set of plans for construction
2. Draft specifications
3. Cost estimate
4. Independent check certifications
5. Design and check calculations
6. Quality calculations
7. Construction Staging

Final Submittal – Incorporate 100% Review comments Into Design

1. Complete set of bid documents including plans, specifications and contract provisions ready for reproduction and bidding.
2. Final cost estimate
3. Final structural design calculations
4. Final independent check calculations
5. Final quantity calculations
6. Tentative construction schedule
7. 4 scale (or equivalent) bridge deck contour plans
8. Final construction staging

PHASE IV – BID PHASE ASSISTANCE

Morrison Structures Inc. will answer bidder's technical questions, prepare addenda, if necessary, attend pre-bid conference, review bids received, and make recommendation to County for award of bid.

PHASE V – ENVIRONMENTAL AND PERMITTING SUPPORT

Morrison Structures Inc. will incorporate mitigation measures into plans and specifications if possible and will coordinate these activities with the County NR Department. Morrison Structures Inc. will provide CAD files of bridge and alignment design to County for County's modification in

figures for permit applications. County will prepare and submit permit applications. Morrison Structures Inc. will provide technical language for County's incorporation into permitting applications.

DPW AGREEMENT NO. 594055

**COUNTY OF HUMBOLDT
DEPARTMENT OF PUBLIC WORKS
EXHIBIT "C"**

CONSULTANTS FEE SCHEDULE

Exhibit C
COUNTY OF HUMBOLDT
DEPARTMENT OF PUBLIC WORKS
AGREEMENT FOR PROFESSIONAL SERVICES

Fee Schedule
For
Design Engineering and Environmental Document Development For Mattole Road
Bridge (04C-055)
Over Mattole River at Honeydew

Description		Fee
Phase I	Preliminary Engineering	\$ 113,000
Phase II	Environmental Document	\$ 57,000
Phase III	Bridge Final Design	\$ 196,000
Phase IV	Bid Phase Assistance	\$ 14,000
Phase V	Environmental and Permitting Support	\$ 22,000
Total Cost (not to exceed)		\$ 402,000

MORRISON STRUCTURES, INC.

HOURLY RATES FOR PROFESSIONAL SERVICES (Effective January 1, 2011 through December 31, 2014)

PERSONNEL	2011	2012	2013	2014
Structural Engineer (E6)	\$185.00/hr	\$192.40/hr	\$200.10/hr	\$208.10/hr
Senior Engineer or Senior Architect (E5)	\$175.00/hr	\$182.00/hr	\$189.28/hr	\$196.85/hr
Engineer or Architect (E4)	\$135.00/hr	\$140.40/hr	\$146.02/hr	\$151.86/hr
Associate Engineer or Architect (E3)	\$115.00/hr	\$119.60/hr	\$124.38/hr	\$129.36/hr
Engineer or Architect (E2)	\$105.00/hr	\$109.20/hr	\$113.57/hr	\$118.11/hr
Assistant Engineer or Architect (E1)	\$ 95.00/hr	\$ 98.80/hr	\$102.75/hr	\$106.86/hr
Senior Technician (T5)	\$ 90.00/hr	\$ 93.60/hr	\$ 97.34/hr	\$101.24/hr
Technician (T2)	\$ 75.00/hr	\$ 78.00/hr	\$ 81.12/hr	\$ 84.36/hr
Clerical (C)	\$ 50.00/hr	\$ 52.00/hr	\$ 54.08/hr	\$ 56.24/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 1.10 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.

**AGREEMENT FOR PROFESSIONAL SERVICES
EXHIBIT "D"**

INSURANCE REQUIREMENTS

- I. THIS CONTRACT SHALL NOT BE EXECUTED BY COUNTY and the CONSULTANT is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- II. Without limiting CONSULTANT'S indemnification obligations provided for herein, CONSULTANT shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONSULTANT, its agents, officers, directors employees, licensees, invitees, assignees or subcontractors:
 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$2,000,000 per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.
 2. Automobile and liability coverage in the minimum amount of one million dollars (\$1,000,000) combined single limit coverage including, but not limited to, owned, non-owned, leased and hired vehicles and trucks. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
 3. Workers Compensation Insurance compensation coverage, if required by California Law, and in accordance with the statutory limits set forth therein. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees
 4. Employers Liability coverage in a minimum amount of one million dollars (\$1,000,000) per accident for bodily injury and disease.
 5. Professional liability insurance/errors and omission coverage in an amount no less than \$2,000,000 combined single limit (CSL). If insurance is written on a claim made basis, CONSULTANT agrees to maintain such insurance in effect for at least three (3) years following completion of performance under this Agreement.
 6. Insurance Notices:

County of Humboldt
Attn: Risk Management
825 5th Street, Room 131
Eureka, CA 95501

III. **Special Insurance Requirements.** Said policies shall unless otherwise specified herein be endorsed with, the following provisions:

1. The Comprehensive General Liability Policy shall provide that the COUNTY, its officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
 - c. Is primary insurance as regards to County of Humboldt.
 - d. Does not contain a pro-rata, excess only, and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 13. It is further understood that CONSULTANT shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this project, the CONSULTANT'S insurance is primary coverage to the COUNTY, and any insurance or self-insurance programs maintained by the COUNTY are excess to CONSULTANT'S insurance and will not be called upon to contribute with it.
5. Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, officials, employees, and volunteers.
6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by the COUNTY'S Risk Manager or COUNTY Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONSULTANT agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to CONSULTANT under this Contract.
7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and CONSULTANT shall be required to purchase additional coverage to meet the aggregate limits set forth above.

IV. HOLD HARMLESS/INDEMNIFICATION CLAUSE:

- a. Consultant shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any willful misconduct, negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.
- b. Acceptance of insurance, if required by this Agreement, does not relieve CONSULTANT from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONSULTANT's operations regardless if any insurance is applicable or not.

EXHIBIT "E"

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION**

The CONSULTANT and Subconsultant under penalty of perjury, each certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency with the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exemptions will not necessarily result in denial of award, but will be considered in determining CONSULTANT'S responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall constitute signature of this Certification.


Signature of CONSULTANT

EXHIBIT "F"

NON-LOBBYING CERTIFICATION

I HEREBY CERTIFY that I am the PRESIDENT, and duly authorized representative of the firm of MORRISON STRUCTURES, INC. and that neither I nor the above firm I hereby represent has:

- (A) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this agreement;
- (B) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; or
- (C) paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement.

I acknowledge that this certificate is to be furnished to the California Department of Transportation in connection with this agreement involving participation of Federal and/or State funds, and is subject to applicable State and Federal laws, both criminal and civil.

FIRM: MORRISON STRUCTURES, INC.

BY: Robert A. Morrison

TITLE: PRESIDENT

DATE: 1-6-12

EXHIBIT 10-01 Local Agency Proposer UDBE Commitment (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: HUMBOLDT COUNTY PUBLIC WORKS LOCATION: HONEYDEW, CALIFORNIA

PROJECT DESCRIPTION: DESIGN OF HONEYDEW BRIDGE (04C-055) ON MATTOLE ROAD

PROPOSAL DATE: October 7, 2011

PROPOSER'S NAME: Morrison Structures, Inc.

CONTRACT UDBE GOAL (%): 0%

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a UDBE)	UDBE CERT NO AND EXPIRATION DATE	NAME OF EACH UDBE (Must be certified at the time proposals are due - include UDBE address and phone number)	PERCENT PARTICIPATION OF EACH UDBE

For Local Agency to Complete:

Local Agency Proposal Number: 594055

Federal-Aid Project Number: BRLS-5904(024)

Federal Share: 88.53%

Proposal Date: OCTOBER 7, 2011

Local Agency certifies that the UDBE certifications have been verified and all information is complete and accurate/unless noted otherwise.

Chris Whitworth Chris Whitworth 8/4/2011
Print Name Signature Date
Local Agency Representative

(Area Code) Telephone Number: (707) 445-7377

Total Claimed UDBE Commitment 0%

Robert Morrison, Jr.
Signature of Proposer
Date 10/5/11 (530) 246-8628
(Area Code) Tel. No.
Person to Contact (Please Type or Print)

Local Agency Proposer UDBE Commitment (Consultant Contracts)
(Rev 6/27/09)

Distribution: (1) Original - Local agency files

EXHIBIT 10-O2 Local Agency Proposer DBE Information (Consultant Contracts)

[illegible]

Distribution: (1) Copy - Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days after contract execution.
Failure to send a copy to the DLAE within 15 days after contract execution may result in deobligation of funds for this project.
(2) Original - Local agency files

ATTACHMENT 2

First Amendment to Agreement for Professional Services-Engineering Services-for Mattole Road Bridge (04C-055) over Mattole River at Honeydew, dated May 13, 2014

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES v1
ENGINEERING SERVICES
FOR
MATTOLE ROAD BRIDGE (04C-055)
OVER MATTOLE RIVER AT HONEYDEW
Project No. 594055

This First Amendment to the Agreement for Professional Services entered into on January 24, 2012 by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter called "COUNTY," and Morrison Structures, a corporation, hereinafter called hereinafter called CONSULTANT, is entered into this 13th day of May, 2014.

WHEREAS, on January 24, 2012, COUNTY and CONSULTANT entered into an Agreement for design engineering services to prepare bridge replacement plans; and

WHEREAS, such additional time of service is required for the County to prepare environmental and historical documentation delaying the completion of design documents, and bid assistance, additional time that was not included in the design services schedule initially provided by Consultant; and

WHEREAS, the parties desire to amend the Agreement to extend the deadline for the delivery of services accordingly;

NOW, THEREFORE, it is mutually agreed as follows:

Section 4.02 (TIME OF COMPLETION), is amended to read:

"CONSULTANT agrees to complete and deliver to COUNTY all work products associated with Exhibit "B" Phases I and II, including final contract plans, specifications and cost estimates by **March 31st, 2016.**"

In all other respects the Agreement between the parties entered into January 24, 2012 remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement dated January 24, 2012, on the date indicated above.

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APPROVED AND EXECUTED:

As set forth in Ca. Corp. Code § 313, two signatures are required for California Corporations:

- (1) Chairperson of the board, President, or Vice President; and
- (2) Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer.

(SEAL)

ATTEST:

Clerk of the Board

By *Ana Hartwell* *Ana Hartwell*

County of Humboldt

By *Rex Bohn*
Chair, Board of Supervisors *Rex Bohn*

Consultant:

By: *Robert L. Morrison Jr.*

Title: *ROBERT L. MORRISON JR. CHIEF EXECUTIVE OFFICER & SECRETARY (SOLE OFFICER)*
[Print Name and Title of Signer: If Corporate: Chairman, President or Vice President]

Date: *3-26-14*

By: _____

Title: _____

[Print Name and Title of Signer: If Corporate: Secretary, Assistant Secretary, CFO or Assistant Treasurer]

Date: _____

APPROVED AS TO FORM:

County Counsel

By *Joyce Stigth*
Deputy County Counsel

INSURANCE REQUIREMENTS:

Reviewed and Approved:

By *Daniel J. Fulls*
Risk Manager

ATTACHMENT 3

Second Amendment to Agreement for Professional Services-Engineering Services-for Mattole Road Bridge (04C-055) over Mattole River at Honeydew (3 originals)

**SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES v1
ENGINEERING SERVICES****FOR
MATTOLE ROAD BRIDGE (04C-055)
OVER MATTOLE RIVER AT HONEYDEW
Project No. 594055**

This Second Amendment to the Agreement for Professional Services dated January 24, 2012, as amended on May 13, 2014, 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 22nd day of March, 2016.

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 agreed to amend the Engineering Services Agreement to extend the deadline for delivery of services associated with Exhibit "B" Phases I and II to March 31, 2016; and

WHEREAS, additional time is required for COUNTY to prepare environmental documentation to accommodate CONSULTANT's completion and delivery of certain design documents required by the Engineering Services Agreement; and

WHEREAS, the parties desire to amend the Engineering Services Agreement, as amended on May 13, 2014, to once again extend the deadline for the delivery of services associated with Exhibit "B" Phases I and II.

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

1. Section 4.02 of Article IV – Time of Completion is hereby amended to read as follows:

"CONSULTANT agrees to complete and deliver to COUNTY all work products associated with Exhibit "B" Phases I and II, including final contract plans, specifications and cost estimates by **March 31, 2019.**"

2. Except as modified herein, the Engineering Services Agreement dated January 24, 2012, as amended on May 13, 2014, shall remain in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the original Engineering Services Agreement, or any prior amendments thereto, the provisions of this Second Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Second 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, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

MORRISON STRUCTURES, INC.:

By: Robert L. Morrison, Jr.

Date: MARCH 9, 2016

Name: ROBERT L. MORRISON, JR

Title: PRESIDENT (SOLE OFFICER)

By: Robert L. Morrison, Jr.

Date: MARCH 9, 2016

Name: ROBERT L. MORRISON, JR

Title: SECRETARY (SOLE OFFICER)

COUNTY OF HUMBOLDT:

By: Mark Lovelace
Mark Lovelace
Chair, Humboldt County Board of Supervisors

Date: 3-22-16

ATTEST:

By: Jan Shurtzall
Clerk of the Humboldt County Board of Supervisors

Date: 3-22-16

INSURANCE REQUIREMENTS APPROVED:

By: R. V. Gaudin
Risk Management

Date: 3/14/16



MORRSTR-01

YUENG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768

IOA Insurance Services

3875 Hopyard Road

Suite 240

Pleasanton, CA 94588

CONTACT NAME: Gigi Yuen

PHONE (A/C, No, Ext): (925) 416-7862

FAX (A/C, No): (925) 416-7869

E-MAIL ADDRESS: Gigi.Yuen@ioausa.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: RLI Insurance Company

13056

INSURER B: Travelers Property Casualty Company of America

25674

INSURER C: U.S. Specialty Insurance Company

29599

INSURER D:

INSURER E:

INSURER F:

INSURED

Morrison Structures, Inc.

1890 Park Marina Drive, Suite 104

Redding, CA 96001

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PSB0001590	06/14/2015	06/14/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA5998N932	06/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSE0001377	06/14/2015	06/14/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	PSW0001303	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.			USS1525882	06/14/2015	06/14/2016	Per Claim 1,000,000
C	Professional Liab.			USS1525882	06/14/2015	06/14/2016	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Mattole Road Bridge (04C-055) over Mattole River at Honeydew

All operations of the Named Insured, including Design Engineering and Environmental Document Development For Mattole Road Bridge (04C-055) over Mattole River at Honeydew.

General Liability: County of Humboldt, its officers, officials, employees, and authorized volunteers are included as Additional Insured on Primary & Non-Contributory basis with Waiver of Subrogation included, as required by written contract.

NOTE: Umbrella Liability sits as excess limit over General Liability, Auto Liability, and Employer's Liability.

Workers' Compensation: Waiver of Subrogation is in favor of the aforementioned Additional Insured, as required per written contract.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

County of Humboldt
Attention: Risk Management
825 5th Street, Room 131
Eureka, CA 95501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: MORRSTR-01

YUENG

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY IOA Insurance Services		License # 0E67768	NAMED INSURED Morrison Structures, Inc. 1890 Park Marina Drive, Suite 104 Redding, CA 96001
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Professional Liability: Effective 11/18/2011, coverage includes \$1,000,000 project specific excess limit endorsement (for total limit of \$2,000,000 per claim and \$2,000,000 aggregate) for the Humboldt County project as referenced above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR DESIGN PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization**

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.

Job Description

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2014

Insured Morrison Structures, Inc.

Policy No. PSW0001303

Insurance Company

RLI Insurance Company

Endorsement No.

Countersigned By Leslie Pancoast