AGREEMENT FOR CONSULTANT SERVICES
Pine Hill Bridge (4C-173) Detailed Seismic Studies
Project Number: *594020*

This Agreement is entered into this 18th day of April, 2014, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter called COUNTY, and Quincy Engineering, hereinafter called CONSULTANT.

RECITALS

COUNTY desires professional services to perform seismic analyses promulgated by the California Department of Transportation in 2013, which work is hereinafter referred to as the TASK or PROJECT, and COUNTY desires to have services performed in accordance with COUNTY'S needs.

The doing of such work involves the performance of professional and technical services of a temporary and occasional character, and COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for this temporary period.

CONSULTANT is a Professional and CONSULTANT represents that it is well qualified to perform said work.

WHEREAS, Pursuant to Government Code 31000, COUNTY may retain independent contractors to perform special services for COUNTY or any COUNTY department; and

WHEREAS, CONSULTANT is willing and able to perform the duties and render the services as more specifically outlined elsewhere in this Agreement; and

WHEREAS, COUNTY wishes to retain CONSULTANT to perform such services.

1. TERM OF AGREEMENT

A. The term of this Agreement shall be for 180 days beginning as of the Effective Date and ending 180 calendar days later.

B. Notwithstanding the foregoing, COUNTY shall not be obligated for payments hereunder for any future fiscal year unless or until COUNTY's Board of Supervisors appropriates funds for this Agreement in COUNTY'S budget for the fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds for this Agreement were appropriated. COUNTY shall notify CONSULTANT, in writing, of such non-appropriation at the earliest possible date. However, any term herein which by its nature extends beyond the end or termination of this Agreement, remains in effect until fulfilled (including, without limitation, unfulfilled payment obligations, and outstanding liabilities).

2. OBLIGATIONS OF COUNTY

COUNTY agrees to do the following:
A. Provide background data as needed for work, including work files as applicable to this PROJECT.

B. Provide the right of entry for CONSULTANT and subcontractor personnel.

C. Designate a representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions.

D. Give thorough consideration to all sketches, proposals, and other documents submitted by CONSULTANT, and to inform the CONSULTANT in writing of decisions about such matters within a reasonable time so as not to interrupt or delay the work of the CONSULTANT.

E. Review and respond to written correspondence within 2 weeks of receipt.

3. OBLIGATIONS OF CONSULTANT

A. Scope of Service. The CONSULTANT Basic Scope of Services for the PROJECT are as described below, including any other services identified in this Agreement as part of Services, which are described in Exhibit "A", attached hereto.

B. Schedule: The technical studies and reports will be completed within 180 days from execution of this Agreement.

C. Exclusions. The items below, if any, are not considered within the Scope of Basic Services, however can be provided by CONSULTANT as an Additional Service:
   1. Additional Services: Additional Services require specific written request from CONSULTANT with associated proposed cost, followed by written authorization from COUNTY prior to commencement of any work not defined as part of Basic Services. Additional Services shall be compensated on the basis of Section 4. E, below.

4. COMPENSATION TO CONSULTANT

A. The COUNTY agrees to pay the CONSULTANT, for performance of the Basic Services contemplated under the terms of this agreement on a time and expenses basis for a maximum fee in the sum of $28,294 (Twenty Eight Thousand Two Hundred Ninety Four dollars).

B. CONSULTANT shall not be entitled to any additional payments in excess of $28,294 (Twenty Eight Thousand Two Hundred Ninety Four dollars) except by express prior, written authorization of the COUNTY. CONSULTANT shall be responsible for all of its expenses incurred in performing services under this agreement.

C. CONSULTANT's fee shall be full compensation for all costs and expenses incurred by CONSULTANT in connection with the performance of all said services, including but not limited to, all costs of labor and services of all employees, consultants, and all other persons retained or employed by CONSULTANT. Standard hourly and expense rates attached in Exhibit "A" shall be used as a basis for determining compensation for the CONSULTANT'S basic services.

D. Progress Billings/Payments. During the performance of the Work, CONSULTANT will prepare and submit progress billings to COUNTY monthly. Payments on account of services shall be paid monthly in proportion to the degree of completion of such services with balances due and payable within 30 days.

E. Additional Compensation. Additional Services, when compensated on an hourly basis, will

be billed at the rates set forth below.

1. Direct Expenses. All direct expenses incurred for additional services, including travel expenses in connection with PROJECT, printing and copying of reports and drawings, faxes, postage, and deliveries shall be billed at actual cost.
2. Hourly Compensation. Standard hourly rates shall be used as a basis for determining additional services compensation for changes in CONSULTANT'S services.
3. Payments. Payments on account of CONSULTANT'S additional services shall be paid monthly in proportion to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon.

5. INSURANCE AND INDEMNITY

A. Defense and Indemnification for Design Professional Services. To the fullest extent permitted by law, and in accordance with Civil Code §2782.8, CONSULTANT shall indemnify, defend and hold harmless COUNTY, its officers, agents and employees, from any claim, liability, loss, injury or damage (collectively, "Litigation") that arises out of, pertains to, relates to, or is connected with, performance of this Agreement due to the negligence, recklessness, or willful misconduct of CONSULTANT and/or its agents, employees or subconsultants. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify, defend and hold harmless COUNTY under this Agreement.

B. Defense and Indemnification for Non-Design Professional Services. CONSULTANT shall hold harmless, defend and indemnify COUNTY and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of Litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify, defend and hold harmless COUNTY under this Agreement.

C. 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.

D. Workers' Compensation insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against County, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation. If Contractor has no employees, Contractor may sign and file the following certification in lieu of insurance:

"I am aware of the provisions of the California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with provisions of that code before commencing with and during the performance of the work of this contract."

6. COUNTY REPRESENTATIVE

A. The Director of Public Works shall represent COUNTY in all matters pertaining to the services to be rendered under this Agreement. All requirements of COUNTY pertaining to

services to be rendered shall be given through the office of COUNTY'S representative. In all matters CONSULTANT shall cooperate with COUNTY'S representative in such manner as will result in the performance of the work without undue delay.

B. COUNTY'S representative shall have overall charge and responsibility of COUNTY'S activities and obligations with respect to said PROJECT.

7. PROFESSIONAL SERVICES

A. COUNTY relies upon the professional ability of CONSULTANT as a material inducement to enter into this Agreement. CONSULTANT agrees to use all reasonable care and diligence to perform his services under this Agreement, it being understood that the acceptance of CONSULTANT'S work by COUNTY shall not operate as a waiver or release of CONSULTANT.

8. COUNTY'S RIGHT TO TERMINATE AGREEMENT

A. If the CONSULTANT fails to perform or provide prompt, efficient and thorough service, and fails to correct such failure upon reasonable notice, the COUNTY shall have the right to cancel or terminate the Agreement immediately, upon notice, and take possession of all studies, drawings, computations, and specifications, insofar as they are complete and acceptable to COUNTY. COUNTY shall pay to CONSULTANT an equitable portion of the total remuneration of the Agreement for the portion of the work acceptable to the COUNTY at the time the Agreement is terminated, less the amount of any reasonable damages sustained by the COUNTY due to the breach of this Agreement by the CONSULTANT.

B. COUNTY may, at any time and for any reason, upon 30 days written notice, terminate this Agreement and pay only for those services rendered as of the date when termination is effective.

C. Notice may be given by delivering a copy of said notice to CONSULTANT personally, or by mailing a copy of said notice to CONSULTANT. Notice shall be deemed received two days after the mailing of said notice.

CONSULTANT: *Quincy Engineering*
3247 Ramos Circle
Sacramento, CA 95827

COUNTY: Humboldt County Public Works
1106 Second Street
Eureka CA 95501

9. COUNTY'S RIGHT OF ABANDONMENT OF PROJECT AND CANCELLATION OF AGREEMENT

At any time the COUNTY may suspend indefinitely or abandon the PROJECT, or any part thereof, and may require the CONSULTANT to suspend the performance of his services. There shall be due and payable to CONSULTANT, in accordance with the provisions of Section 4 above, a sum of money equal to that earned by the CONSULTANT to the date of PROJECT suspension or abandonment plus any costs to close out the PROJECT in an orderly manner.

10. COUNTY'S LICENSE TO USE DOCUMENTS

The parties recognize that under Civil Code Section 980, CONSULTANT is the exclusive owner of the design and other documents created by CONSULTANT pursuant to this Agreement, and the CONSULTANT may control the distribution and use of said documents.

CONSULTANT agrees that the COUNTY, upon termination or cancellation of this Agreement for any reason whatsoever, shall acquire a license to copy, reproduce, and use for its own purposes, said documents. More specifically, CONSULTANT agrees that COUNTY may use said documents for completion of the PROJECT even though CONSULTANT'S services may have been terminated. CONSULTANT shall be entitled to no additional compensation for use by the COUNTY of these documents.

11. GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Humboldt. Any action or dispute arising out of this Agreement shall only be brought in the County of Humboldt.

12. CONSULTANT NOT OFFICER, EMPLOYEE OR AGENT OF COUNTY

While engaged in carrying out and complying with the terms and conditions of this Agreement, CONSULTANT is an independent contractor and not an officer, employee or agent of COUNTY.

13. PROVISIONS REQUIRED BY LAW

Each and every provision of law, as far as required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if for any reason any such provision is not inserted, or is not correctly stated, then upon application of either party, the Agreement shall be physically amended to make such insertion or correction.

14. AGREEMENT SHALL BIND SUCCESSORS AND SURVIVORS

The terms of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties. In the case of the death of one or more members of the firm of CONSULTANT, the surviving member, or members shall complete the CONSULTANT services covered by this Agreement.

15. ASSIGNMENT

Neither party shall assign or transfer its obligation under this Agreement without the prior written consent of the other.

16. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

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 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 foregoing certification is false or if CONSULTANT becomes a Nuclear Weapons Contractor.

17. COMPLIANCE WITH LAWS

A. CONSULTANT agrees to use professional standards of care to comply with all local, state

and federal laws and regulations including but not limited to the Americans with Disabilities Act. CONSULTANT further agrees to use professional standards of care to comply with applicable federal, state and local licensing standards, any applicable accrediting standards, and any other standards or criteria established locally or by the state or federal governments.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

18. ENTIRE AGREEMENT

It is understood and agreed that this instrument contains the entire Agreement between the parties hereto. It is further understood and agreed by CONSULTANT that COUNTY and COUNTY'S agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as expressly set forth in this Agreement, and that no claim or liability or cause for termination shall be asserted by CONSULTANT against COUNTY for, and COUNTY shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Agreement, any other written or oral Agreement with COUNTY being expressly waived by CONSULTANT, it being understood that the COUNTY requires agreements to be in writing and adopted by the Humboldt County Board of Supervisors.

19. NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF THE COUNTY

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

20. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISION

CONTRACTOR shall comply with Title VII of the Civil Rights Act of 1964 and no person shall, on the grounds of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), military service, or any other classification protected by federal, state, or local laws and ordinances be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

21. NO WAIVER OF DEFAULT:

A. The waiver by either Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

B. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of the CONSULTANT. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of the CONSULTANT the repayment of any funds disbursed to the CONSULTANT under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. The CONSULTANT shall promptly refund any such funds upon demand.

22. ATTORNEY FEES ON BREACH

CONTRACTOR and COUNTY each agree that in the event any action, suit or proceeding be commenced to complete the performance of this Agreement or to seek damages for breach thereof, it will pay reasonable attorney's fees (including reasonable value of services rendered by County Counsel) to the prevailing party, to be awarded and fixed by the court, and to be taxed as cost and to be included in the judgment thereon rendered.

APPROVED AND EXECUTED:

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.

County Of Humboldt

By: _____
Thomas K. Mattson – Public Works Director

DATE OF EXECUTION ("Effective Date"): 4/18/14

Consultant: *Quincy Engineering*

By: _____

Title: John S. Quincy President
[Print Name and Title of Signer: If Corporate: Chairman, President or Vice President]

Date: 4/11/14

By: _____

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

Date: 4/11/14

APPROVED AS TO FORM:
(STANDARD PRE-APPROVED FORM)
County Counsel

INSURANCE REQUIREMENTS:
(PRE-APPROVED FORM)
Risk Manager

EXHIBIT "A"

4/7/2014

Scope of Work- Pine Hill Bridge over Swain Slough- Geotech

Task 1- Project Management

Task 1.1 – Project Management

Project management as related to additional Bridge Foundation Investigations.

Task 3 – Preliminary Engineering

Task 3.3- Advance Planning Studies & Type Selection Report

Time to review new site specific information and to revise the analysis with the new site specific results developed by SHN.

Task 5 - Geotechnical Investigations & Foundation Report

Task 5.3 – Bridge Foundation Investigation

Geotechnical investigation and analysis is required due to the soft silts and clay deposits at the project site. SHN have received a proposal from Langan Treadwell Rollo to complete a site-specific design response spectrum, an additional requirement due to the soil conditions at the project site. This additional effort is required by the Caltrans Seismic Design Code.

- SHN will identify and research the additional work required and will incorporate the results.
- Langan Treadwell Rollo (LTR) will to develop site-specific design response spectrum consistent with the guidelines presented in Appendix B of Caltrans Seismic Design Criteria (2013) including the recommended attenuation relationships.
- LTR will perform a Probabilistic Seismic Hazard Analysis (PSHA) and deterministic analysis to develop site-specific horizontal response spectrum for the project. The PSHA is defined as having a 5 percent probability of exceedance in 50 years (975 year return period) and the deterministic spectrum is the median spectrum on the governing fault(s) with appropriate minimum spectrum check. The design spectrum will be based on the envelope of the PSHA and deterministic spectra.
- Because the site is underlain by soft strata (VS30 less than 150 m/s or one or more layers of at least 5 feet thickness with a shear wave velocity less than 120 m/s), LTR proposes to perform ground response analysis using computer program DEEPSOIL.
- LTR will develop firm soil spectra for both the PSHA and deterministic levels of ground shaking and spectrally match five time histories to use as input into the DEEPSOIL model.
- LTR will present detail of our analyses and the digitized design response spectrum in a written report.

Cost Proposal

Project Name: Humboldt County - Pine Hill Bridge over Swain Slough- Geotechnical Study

			Date:	4/7/2014
	Quincy Engineering, Inc.			
	Direct Labor:			$1,294.68
	Escalation for Multi-Year Project (0.0%):			$0.00
	Overhead (1.66):			$2,154.35
A.	Labor Subtotal			$3,449.03
	Subconsultant Costs:			
	SHN			$24,500.00
B.	Subconsultant Subtotal			$24,500.00
	Other Direct Costs:			
	Travel	miles @	$0.510	$0.00
	Pier Diem/ Hotel	days @		$0.00
	Phone/Fax			
	Delivery	@	$15.00	$0.00
	Printing: Blue Line			
	Vellum			
	81/2 X 11 Reproduction			
	11 X 17 Reproduction			
	Mounting Boards for Presentations			
	Newsletters (Translation and printing)			
	Mailings (6x)			
C.	Direct Cost Subtotal:			$0.00
	Labor Subtotal A. =			$3,449.03
	Fixed Fee (10.0%):			$344.90
	Subconsultant Subtotal B. =			$24,500.00
	Fixed Fee (0.0%):			$0.00
	Direct Cost Subtotal: C. =			$0.00
	Fixed Fee (0.0%):			$0.00
	TOTAL =			**$28,293.93**

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 166.4%
plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost.
Rates for services performed subsequent to this date shall be increased proportionately to the increases incurred by Quincy Engineering, Inc., not to exceed 3% annually.Travel reimbursement per Chapter 3 Caltrans Divsions of Accounting Travel Guide. (http://www.dot.ca.gov/hq/asc/travel/ch3.htm)

Cost Proposal

Project Name: Humboldt County - Pine Hill Bridge over Swain Slough- Geotechnical Study

	TASKS		Assistant Project Manager/Roadway Project Engineer	Associate Engr- Bridge											Quincy Eng. Hours	SHN				Subconsultant Subtotal
			JJ	SMc																
No.	Initial Hourly Rate		$ 61.90	$ 45.99																
															0					$0
1	PROJECT MANAGEMENT														0					$0
1.1	Project Management		8												8					$0
3	PRELIMINARY ENGINEERING														0					$0
3.3	Advance Planning Studies & Type Selection Report			8											8	$24,500				$24,500
5	GEOTECHNICAL INVESTIGATIONS & FOUNDATION REPORT														0					$0
5.3	Bridge Foundation Investigation		4	4											8					$0
															0					$0
															0					$0
															0					$0
															0					$0
															0					$0
															0					$0
															0					$0
	Subtotal- Hours	0	12	12	0	0	0	0	0	0	0	0	0	0	24					0
	Other Direct Costs																			0
	Total Cost	$0	$743	$552	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,295	$24,500	$0	$0	$0	$24,500