



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-20

For the meeting of: December 15, 2015

Date: November 20, 2015

To: Board of Supervisors

From: Thomas K. Mattson, Director of Public Works

Subject: **FIRST AMENDMENT TO THE AGREEMENT FOR DESIGN SERVICES TO REHABILITATE BROOKWOOD DRIVE BRIDGE OVER JACOBY CREEK CONTRACT NO.: 594124**

RECOMMENDATION(S): That the Board of Supervisors:

1. Authorizes the Director of Public Works to execute the First Amendment to the Agreement for Design Services to Rehabilitate Brookwood Bridge over Jacoby Creek for the amount of \$14,900.

SOURCE OF FUNDING: Road Fund, Federal Highways Administration Highway Bridge Program (HBP), and Toll Credits.

DISCUSSION: The Agreement for Design Services to Rehabilitate Brookwood Bridge over Jacoby Creek (Attachment No.1) was entered into on April 24, 2015 between the County of Humboldt and Quincy Engineering. This Agreement will be modified by the First Amendment to the Agreement (Attachment No. 2). The amended scope of work contains the additional information requested by the County. These additional items include: a public outreach meeting; a roof inspection; a paint inspection; and the preparation of a detailed project debris, fumigation, treatment, and paint containment plan. The amended

Prepared by: Jeffrey A. Ball

CAO Approval

Cheryl Dillingham

REVIEW:

Auditor _____ County Counsel *Sm* Personnel _____ Risk Manager _____ Other _____

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Lovelace*

Seconded by Supervisor *Bass*

And unanimously carried by those members present,

The Board hereby adopts the recommended action contained in this report.

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

Dated: *Dec. 15, 2015*

Kathy Hayes, Clerk of the Board

By: *Jim Huntwell*

scope of work will increase the total amount payable by \$14,900 for a total contract amount of \$64,890.

FINANCIAL IMPACT: The cost of the First Amendment to the Agreement, \$14,900 is being funded through Federal Highways Administration Highway Bridge Program and Toll Credits.

This project conforms to the Board of Supervisors' Core Role of providing for and maintaining infrastructure as identified in the Board's Strategic Framework.

OTHER AGENCY INVOLVEMENT:

California Department of Transportation
Federal Highway Administration

ALTERNATIVES TO STAFF RECOMMENDATIONS: Not to accept the First Amendment to this Agreement; however, this is not recommended as this work is necessary to adequately address the bridge structure deficiencies and communicate effectively with the public regarding the rehabilitation of the Brookwood Drive Bridge.

ATTACHMENTS:

- Attachment No. 1: Agreement for Design Services to Rehabilitate Brookwood Drive Bridge Over Jacoby Creek, dated April 24, 2015
- Attachment No. 2: First Amendment to Agreement for Design Services to Rehabilitate Brookwood Drive Bridge Over Jacoby Creek

ATTACHMENT No. 1

Agreement for Design Services to Rehabilitate Brookwood Drive Bridge Over Jacoby Creek

AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
QUINCY ENGINEERING
FOR
DESIGN SERVICES TO
REHABILITATE
BROOKWOOD DRIVE BRIDGE
OVER
JACOBY CREEK
Project No. 594124

This contract entered into this 24th day of APRIL, 2015, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Quincy Engineering, hereinafter referred to as "CONSULTANT," is made upon the following considerations:

RECITALS

WHEREAS, COUNTY, by and through its Department of Public Works, desires to retain the services of CONSULTANT to perform design services for bridge rehabilitation which is further described in Attachment A – Scope of Work; and

WHEREAS, 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; and

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

WHEREAS, CONSULTANT represents that it is qualified to perform the duties and services set forth in this contract; and

NOW THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I – INTRODUCTION

- A. The Project Manager for CONSULTANT will be Jim Foster, P.E. The Contract Administrator for COUNTY will be the Director of Public Works or designee thereof.
- B. The work to be performed under this contract is described in Article II – Statement of Work and the approved CONSULTANT's Work Effort and Fee Estimate, dated March 27, 2015, hereinafter referred to as "Cost Proposal." The approved Cost Proposal is attached hereto as Attachment B – Cost Proposal & Schedule of Work and incorporated herein by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of COUNTY.

- D. Without the written consent of COUNTY, this contract is not assignable by CONSULTANT either in whole or in part.
- E. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- F. The consideration to be paid to CONSULTANT as provided herein, shall be compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II – STATEMENT OF WORK

The work to be performed under this contract is described in Attachment A - Scope of Work and Attachment B – Cost Proposal & Work Schedule.

ARTICLE III – CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports to COUNTY at least once a month. Such reports should be sufficiently detailed for COUNTY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV – PERFORMANCE PERIOD

- A. This contract shall go into effect on May 1, 2015, contingent upon approval by COUNTY, and CONSULTANT shall commence work after receiving notification to proceed from COUNTY's Contract Administrator. This contract shall end on May 1, 2016, unless extended by a written amendment hereto.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in Attachment B – Cost Proposal & Work Schedule. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fees. These rates are not adjustable for the performance period set forth in this contract.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are identified in the cost proposal.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from COUNTY's Contract Administrator before exceeding such estimate.

- E. Progress payments will be made monthly in arrears based on services provided and actual costs incurred.
- F. CONSULTANT shall not commence performance of work or services until this contract has been approved by COUNTY, and notification to proceed has been issued by COUNTY's Contract Administrator. No payment will be made for any work performed prior to approval of this contract.
- G. This contract is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on the project and work shall not commence until the contract has been executed by COUNTY.
- H. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices itemizing all costs are required for all work performed under this contract. Invoices shall be submitted no later than forty five (45) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the work. Invoices shall detail the work performed on each milestone. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference the contract number and project title. Credits due COUNTY that include any equipment purchased under the provisions of Article XI - Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

COUNTY: Humboldt County Department of Public Works
Attn: Director of Public Works, Contract Administrator
1106 Second Street
Eureka, CA 95501
- I. The period of performance for the work required hereunder shall be in accordance with the dates specified in Attachment B - Cost Proposal & Work Schedule. No work will be undertaken which extends beyond the expiration date of this contract.
- J. The total amount payable by COUNTY for all work performed hereunder shall not exceed Forty-Nine Thousand and Nine Hundred and Ninety Dollars (\$49,990.00), unless authorized by a written amendment hereto. The specific rates and costs shall be as set forth in Attachment B - Cost Proposal & Work Schedule.
- K. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in Attachment B - Cost Proposal & Work Schedule, no payment will be made until the deliverable has been satisfactorily completed.
- L. Change orders may not be used to amend this contract and may not exceed the scope of work under this contract.
- M. All subcontracts in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE VI - TERMINATION

- A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.

- B. COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

ARTICLE VII – COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the contract cost principles and procedures set forth in 48 Code of Federal Regulations (CFR), Federal Acquisition Regulations System, Chapter 1, Part 31, Sections 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. 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.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Part 31 shall be subject to repayment by CONSULTANT to COUNTY.
- D. All subcontracts in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE VIII – RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code Sections 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Sections 2500, et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state of California, California State Auditor, COUNTY, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of Twenty Five thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain this provision.

ARTICLE IX – AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the Humboldt County Auditor-Controller.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by the Humboldt County Auditor-Controller of unresolved audit issues. CONSULTANT's request for review shall be submitted in writing.

- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

ARTICLE X – SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relationship between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to CONSULTANT.
- B. CONSULTANT shall perform the work contemplated herein with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- D. Any subcontract in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI – EQUIPMENT PURCHASE

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding Five Thousand Dollars (\$5,000.00) for supplies, equipment, or consultant services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding Five Thousand Dollars (\$5,000.00) requiring prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions

of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than Five Thousand Dollars (\$5,000.00) is credited to the project.

- D. All subcontracts in excess Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XII – STATE PREVAILING WAGE RATES

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770, and all federal, state, and local laws and ordinances applicable to the work required hereunder.
- B. Any subcontract entered into as a result of this contract, if for more than Twenty Five Thousand Dollars (\$25,000.00), for public works construction or more than Fifteen Thousand Dollars (\$15,000.00) for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described herein and Attachment A – Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

ARTICLE XIII – CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XIV – REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV – STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations Section 8103.

- B. During the performance of this contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over forty (40) years of age), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- C. CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. CONSULTANT, with regard to the work performed during the contract shall act in accordance with Title VI. Specifically, CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the contract covers a program whose goal is employment.

ARTICLE XVI – DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (nonprocurement)," which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or 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 within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the FHWA.

ARTICLE XVII – FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. COUNTY has the option to void the contract due to insufficient funding upon thirty (30) days advance written notice pursuant to the termination provisions set forth herein, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XVIII – CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by COUNTY's Contract Administrator.

ARTICLE XIX – DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is Zero percent (0.0%). Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-01), or in the Consultant Contract DBE Information (Exhibit 10-02), attached hereto and incorporated as part of the contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by

CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.

- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR Section 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR Section 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors must be evaluated.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, similar transactions, particularly those in which DBEs do not participate, must be examined.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise, First-Tier Subconsultants," CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to COUNTY's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty five percent (25%) of the dollar value of the invoice being withheld from payment until such summary is submitted. Any amounts withheld as a result of a failure to provide a summary of DBE payments will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises, First-Tier Subconsultants" form is submitted to COUNTY's Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in

writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days thereof.

ARTICLE XX – CONTINGENT FEE

CONSULTANT warrants by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to terminate this contract without liability, pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXI – DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and other COUNTY officials, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) days after completion of all work under this contract, CONSULTANT may request that COUNTY review any and all unresolved claims or disputes, other than audit. The request for review of unresolved claims or disputes shall be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the COUNTY will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XXII – INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit COUNTY, the State of California, and FHWA, if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXIII – SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by the Humboldt County Risk Manager and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE XXIV – INSURANCE AND INDEMNIFICATION

- A. In connection with the performance of the design professional services required hereunder, CONSULTANT shall, to the fullest extent permitted by law, and in accordance with Civil Code §2782.8, indemnify, defend and hold harmless COUNTY and its officers, agents, officials, employees and volunteers from any claim, liability, loss, injury or damage (referred to collectively as "Litigation") that arises out of, pertains to, relates to, or is connected with, performance of this contract 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 contract.
- B. In connection with the performance of the non-design professional services required hereunder, if any, CONSULTANT shall hold harmless, defend and indemnify COUNTY and its officers, agents, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs of any kind or nature, including, without limitation, costs and fees of Litigation, 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 this contract, 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 contract.
- C. Acceptance of insurance, if required by this contract, shall not relieve CONSULTANT from the indemnification obligations provided for herein. CONSULTANT's indemnification obligations shall apply to all damages or claims related to the services performed by CONSULTANT pursuant to the terms of this contract regardless if any insurance is applicable or not.
- D. Prior to the execution of this contract, CONSULTANT shall furnish to COUNTY satisfactory proof that CONSULTANT has obtained workers' compensation insurance meeting statutory limits of the California Labor Code which contains, 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 CONSULTANT has no employees, CONSULTANT 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."

Signature

Date

ARTICLE XXV – OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. The parties hereby agree to comply with all applicable federal provisions pertaining to patent rights regarding rights to inventions (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for Federal-Aid Contracts).
- E. COUNTY may permit copyrighting reports or other products created hereunder. If copyrights are permitted, FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXVI – CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT, and additional information or assistance from CONSULTANT is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY's Contract Administrator and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT shall, upon reasonable notice from COUNTY, allow interviews of all personnel that COUNTY considers essential to assist in defending against construction contractor claims.
- C. Services of CONSULTANT in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment.
- D. Any subcontract in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXVII – CONFIDENTIALITY OF DATA

- A. In performance of this contract, CONSULTANT may receive information that is confidential under local, state or federal law. CONSULTANT hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws.

- B. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- C. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- D. All informational material related to this contract shall receive approval from COUNTY prior to being released to the media (television, radio, newspapers and internet). CONSULTANT shall inform COUNTY of all requests for interviews by media related to this contract before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to COUNTY's Contract Administrator.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXVIII – NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within two (2) years prior to the execution of this contract, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXIX – EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained by COUNTY as part of the contract record.

ARTICLE XXX – RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- B. No retainage will be withheld by COUNTY from progress payments due to CONSULTANT. Retainage by CONSULTANT or subconsultants is prohibited, and no retainage will be held by CONSULTANT from progress due to subconsultants. Any violation of this provision shall subject CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to CONSULTANT or subconsultants in the event of a dispute involving late payment or nonpayment by CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE consultants and subconsultants.

ARTICLE XXXI – NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

COUNTY: Humboldt County Department of Public Works
Attn: Director of Public Works, Contract Administrator
1106 Second Street
Eureka, California, 95501

CONSULTANT: Quincy Engineering
Attn: Jim Foster, P.E.
11017 Cobblerock Drive Suite 100
Rancho Cordova, CA 95670

ARTICLE XXXII – CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

ARTICLE XXXIII – GOVERNING LAW, PRACTICE STANDARDS AND BINDING EFFECT

- A. This contract shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.
- B. This contract is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this contract. This contract shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.
- C. CONSULTANT agrees 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 comply with all applicable local, state and federal accrediting, licensure and certification requirements.
- D. CONSULTANT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances. It is hereby understood that COUNTY's acceptance of the services performed by CONSULTANT hereunder shall not operate as a waiver or release of any breach of this contract.
- E. The terms of this contract shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

ARTICLE XXXIV – NO WAIVER OF DEFAULT

- A. The waiver by either party of any breach or violation of any requirement of this contract 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 contract.

- B. In no event shall any payment by COUNTY constitute a waiver of any breach of this contract or any default which may then exist on the part of 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 that CONSULTANT repay any funds disbursed to CONSULTANT under this contract, which in the judgment of COUNTY were not expended in accordance with the terms of this contract. CONSULTANT shall promptly refund any such funds upon demand.

ARTICLE XXXV – ATTORNEY FEES ON BREACH

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this contract from being performed, the prevailing party in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

ARTICLE XXXVI – NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

CONSULTANT certifies by its signature below that it 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 contract if it determines that the foregoing certification is false or if CONSULTANT becomes a Nuclear Weapons Contractor.

[signatures on following page]

ARTICLE XXXVII – SIGNATURES

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.

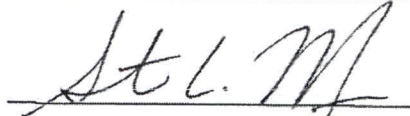
QUINCY ENGINEERING:

By: 

Date: 4/17/15

Name: John S. Quincy

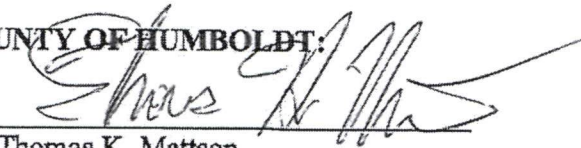
Title: President

By: 

Date: 4/17/15

Name: Steve L. Mellon

Title: CF

COUNTY OF HUMBOLDT:
By: 

Thomas K. Mattson
Public Works Director

DATE OF EXECUTION ("Effective Date"): 4/24/15

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

INSURANCE REQUIREMENTS:
(PRE-APPROVED FORM)
Risk Manager

Attachment "A" – Scope of Work
Attachment "B" – Cost Proposal & Work Schedule
Attachment "C" – Required Federal Forms
Exhibit 10-O2

Brookwood Drive Bridge over Jacoby Creek Rehabilitation Project**PROJECT UNDERSTANDING & APPROACH SUMMARY**

The Humboldt County Department of Public Works is proposing to rehabilitate the existing Brookwood Drive Bridge over Jacoby Creek in order to provide a safe, reliable, and long lasting structure to serve public vehicular and pedestrian traffic. Quincy Engineering (Quincy) has prepared the following scope and cost for a bridge rehabilitation project based upon:

- A detailed Field Inspection of the existing bridge in June 2013
- Preparation of a Rehabilitation Strategy Report for the bridge
- Examination of current Caltrans Bridge Inspection Reports and As-Built drawings
- Ongoing dialogue with the County regarding the existing structure

The existing bridge carries Brookwood Drive over Jacoby Creek near the community of Bayside in Humboldt County. This bridge is a covered timber pony truss structure on reinforced concrete abutments founded on spread footings that carries only one lane of traffic. The existing bridge was built in 1967 and is currently classified as "Functionally Obsolete" with a 37.7 Sufficiency Rating in 2011. The bridge is properly signed for one lane and is capable of carrying legal loads with no posting limits.

Based on a request from the County, Quincy performed a bridge inspection and prepared a *Bridge Condition Assessment and Load Rating Analysis Report* dated December 2013. In general, the findings of the report showed that the bridge in good to fair condition based on its location, materials, and age. However, one critical finding was made requiring immediate correction; boring insect activity was damaging the lower truss chords and floor beams of the bridge. Other repair items were noted and prioritized. Below is a summary of suggested work:

<u>Condition Issue</u>	<u>Recommendation</u>	<u>Priority</u>
Boring insect activity in critical members	Arrest insect activity and further damage	High
Loose walkway & hand railing	Repair walkway & handrail. Upgrade to current code and standards.	Medium
Decayed roadway approach guardrails	Replace rotted approach guardrails. Upgrade to current code and standards.	Low
Corroded steel connection components	Clean & apply protective coating system.	Low

Based on discussions with the County, it is our understanding that the County would like to move forward with the recommended bridge rehabilitation strategy. Quincy will partner with Western Wood Structures (WWS), a timber structure specialist, to execute this project for the County as well as with Big Time Pest Control regarding the pest infestation.

March 27, 2015

developing YOUR vision | delivering YOUR project



Quincy, WWS, and Big Time Pest Control will provide field inspection; engineering design; plans, specifications, and estimates for construction, and construction support. *It is our understanding that the County will provide all Environmental services including project permitting. Right-of-Way engineering is not anticipated to be required for the project. Utility coordination is anticipated to be minimal as utilities will be "protected in place" and all utility coordination will be performed by the County.*

WORK PLAN

The Work Plan/Scope of Work will involve completion of the following tasks in a phased approach. In order to proceed with the project development a detailed scope is needed based on the urgency of arresting the pest infestation. If pest treatment is very urgent, it would be prudent to conduct the treatment while the other rehabilitation work such as railing/walkway rehabilitation/replacement, painting, etc. is cleared for construction.

PHASE 1 – FIELD REVIEW & PRELIMINARY ENGINEERING

Task 1.1 – PROJECT MANAGEMENT

Quincy will provide Project Management tasks which include coordination with the County, Team management, product development tracking, Team and stakeholder communication, and project progress and budget reporting. Quincy will develop, track, and lead the following project management tasks:

- Critical Path Schedule;
- Milestone Project Development Team teleconference meetings;
- Meeting Agendas, Minutes, and Action Item Summaries;
- Monthly Invoices, Progress Reports, and Look-Ahead Summaries; and
- HBP paperwork assistance/facilitation as required.

Task 1.2 – KICKOFF MEETING & FIELD REVIEW

Quincy and WWS will meet with the County and conduct a field meeting to perform an inspection of the existing bridge. The purpose of this field review will be threefold:

1. **Validate the findings of the Rehabilitation Report.** Ensure that the required bridge rehabilitation effort has been fully scoped and there no changes have occurred to the bridge that would require additional work. WWS will verify extent of decay/bug activity in timber members by taking resist-o-graph readings of the truss structure.
2. **Strategize and select the preferred pest treatment strategy.** Additional samples of the timber portions of the bridge or insects may be taken for further study and evaluation.
3. **Identify the rehabilitation work.** This include rehabilitation work such as painting, timber member rehabilitation/replacement, sideboard replacement, roadway approach railing work.
4. **Determine preferred geometry and attachment for new pedestrian walkway.** It is recommended to replace the existing walkway rather than repair. This represents a



better return value on the County's investment and will also allow the County to bring the walkway up to current standards.

if required, additional bridge inspection can be performed to supplement previous inspection findings. Visual inspection of components within arm's length in accordance with the Nation Bridge Inspection Standards Code of Federal Regulation 23 CFR Part 650 and recommendations in American Association of State Highway Transportation Official's (AASHTO) *Manual for Bridge Evaluation*. Non-destructive evaluation may also include physical inspection including cleaning and measuring steel truss components and hammer ringing of concrete components. Minor invasive investigations may also be performed including sample drilling of timber stringers to determine decay limits and probing damaged concrete areas, contingent upon consultation and permission of the owner. The kickoff meeting discussion and decisions will be documented in a written meeting summary along with any relevant findings from supplemental inspection.

Products

- Combined project Kickoff Meeting and Bridge Field Review
- Supplemental inspection, measurements, & sampling; if required
- Written Meeting Summary documenting finding, and decisions including a memo from Western Wood Structures and Big Time Pest Control.
- Project Development Approach memo defining the next steps forward and schedule.

Task 1.3 – PRELIMINARY ENGINEERING - PLANNING STUDY & ESTIMATE

Quincy, WWS, and Big Time Pest Control will develop the Rehabilitation concepts along with the field meeting findings and decisions into a Rehabilitation General Plan. The General Plan will identify areas and work to serve as a basis for developing an initial construction estimate. The General Plan will also be used to update any changes to the rehabilitation strategy from the *Bridge Condition Assessment and Load Rating Analysis Report* dated December 2013. The Planning Study drawing will also serve as the basis for displays and boards for the public outreach meeting.

Products

- Bridge Rehabilitation Advanced Planning Study
- Bridge Rehabilitation Construction Cost Estimate

PHASE 2 – PROJECT MANAGEMENT & FINAL DESIGN SERVICES

Task 2.1 – ENVIRONMENTAL AND PERMIT PROCESS SUPPORT

It is our understanding that the County will be providing environmental services including NEPA/CEQA compliance, environmental documents, and acquisition of project permits from appropriate regulatory agencies. Engineering technical information is often required to assist in development of environmental documents and permits. Quincy will assist County staff coordinating environmental compliance by providing exhibits, figures, estimates, and schedule timelines, and other technical engineering information.

Products

- Environmental Documentation and permit application review and comment.



- Regulatory agency project review meetings (2) via phone conference.

Task 2.2 PUBLIC OUTREACH

Quincy will coordinate and assist the County in performing public outreach in the form of a community Open House. Quincy will perform one public open house during the preliminary design and planning stages of the project. The purpose of this Open House will be to introduce the project to the community and broader public, gather valuable input from the public, and educate the public about specifics of the project to help establish expectations of the project outcomes. This meetings will include display boards, a presentation, and facilitated question and answer session. Quincy will utilize a number tools for effective communication to ensure we cater to a multiple of preferred styles.

Products

- Community Open House for Public Outreach with Presentation, Displays, & Boards

Task 2.3 – PS&E & Bid Support

Quincy will develop the project Plans, Specification, and Estimate for the bridge rehabilitation based pest infestation abatement, railing repair, painting, and possibly roof replacement. Changes may be necessary following completion of Task 1.

The Plans, Specifications, and Estimate will be developed utilizing Caltrans 2010 Standard Specifications, Special Provisions and Standard Plans as applicable. Deliverables at the 65%, 95% and 100% milestones will be provided.

The bridge railing repairs are understood to consist of in-kind member replacement and will not change the appearance or character of the bridge. Qualitative assessment will be made to identify additional work such as bridge painting and roof replacement and it will also be such that it will match as closely as reasonable possible the current type and color such that the appearance or character of the structure will not be changed. Significant member replacement or structural modification is not currently considered necessary and not included in this scope of work however it can be added as an optional item.

Quincy will also provide the County support to respond to bidder inquiries during the bidding process.

Anticipated Plan Sheets are:

- Title Sheet
- Bridge General Plan
- Railing Repair Details

Products

- 65%, 95%, 100% PS&E
- Bid support

COUNTY OF HUMBOLDT
BROOKWOOD DRIVE OVER JACOBY CREEK BRIDGE REHABILITATION PROJECT

CONTRACT No.
Bld #

CONSULTANT COST PROPOSAL
March 27, 2015

Name	Classification	Hours	Initial Hourly Rate	Total
John Quincy	Principal in Charge	0	\$74.37	\$0.00
Jim Foster	Project Manager	37	\$74.37	\$2,751.69
Maxwell Katt	Bridge Project Engineer	80	\$51.34	\$4,107.20
Martin Pohl	Senior Bridge Engineer	20	\$86.50	\$1,330.00
Kelly Gallagher	Senior Engineer	40	\$66.00	\$2,640.00
Staff	Associate Engineer Bridge	10	\$39.80	\$398.00
Staff	Associate Engineer	0	\$46.34	\$0.00
Staff	Assistant Engineer	0	\$31.27	\$0.00
Staff	Assistant Engineer	0	\$27.89	\$0.00
Staff	Staff	0	\$0.00	\$0.00
Staff	Engineering Detailer	60	\$28.54	\$1,592.40
Staff	Office Support Staff	0	\$18.21	\$0.00
Staff	Admin	0	\$31.56	\$0.00
		247		

Subtotal Direct Labor Costs	\$12,819.29
Anticipated Escalation Increase (0%)	

Overhead	Rate	Phase 1 Total
Fringe Benefit (Included in OH)	178.80%	\$22,864.50
General & Administrative (Included in OH)	0.00%	
	0.00%	
	178.80%	

TOTAL - Fee	\$3,548.38
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			Phase 1 Total
Travel Cost - Mileage	(1) roundtrips - inspection & Outreach	630 @ \$0.575	\$362.25
Lodging - Hotel	(1) overnights	2 @ \$150.00	\$300.00
Big Time Pest Control inspection and Memo Deliveries		1 \$3,000.00	\$3,000.00
		1 @ \$89.58	\$89.58
		TOTAL - DIRECT COSTS	\$3,751.83

Subcontractor Costs	Western Wood Structures	\$ 7,206.00
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Total Contract Cost	\$49,990.00
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QUINCY ENGINEERING INC.															Project Name: JACOBY CREEK BRIDGE REHABILITATION PROJECT														
TASKS		Principal in Charge	Project Manager	Bridge Project Engineer	Senior Bridge Engineer	Senior Engineer	Associate Engineer Bridge	Associate Engineer Roadway	Assistant Engineer	Assistant Engineer	Staff	Engineering Director	Office Support Staff	Admin	Quincy Engineering Totals														
No.	Name	John Quincy	Jim Foster	Maxwell Kutt	Martin Pohlt	Kelly Gallagher	Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff															
	Hourly Rate	\$74.37	\$74.37	\$81.84	\$64.50	\$83.00	\$44.14	\$31.27	\$27.68	\$9.00	\$26.54	\$19.21	\$11.00																
PHASE 1: PRELIMINARY PLANNING																													
1.1	Project Management		3												3														
1.2	Kickoff Meeting, Field Inspection, Summary Memo		19	24											43														
1.3	Preliminary Engineering		2	8	4							16			30														
1.4	95% PS&E				16										16														
2.1	Environmental and Permit Process Support		4	4											8														
2.2	Public Outreach														0														
2.3	PS&E and Bid Support														0														
	Design and 65% Plans		2	24								14			70														
	Independent Check		1		16										17														
	Quantities and Estimate		1	8			10								19														
	Specifications		2	4		32									38														
	95% PS&E		1	4		4									9														
	100% PS&E		1	4		4									9														
	Bid Support		1												1														
PHASE 2: PRELIMINARY CONSTRUCTION																													
	Subtotal - Hours	0	37	80	20	40	10	0	0	0	0	0	0	0	247														
	Total Unbid Labor Cost	\$0	\$9,782	\$6,107	\$1,330	\$2,840	\$3,360	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,071														

EXHIBIT 10-02 CONSULTANT CONTRACT DBE INFORMATION

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section

1. Local Agency Name: HUMBOLDT COUNTY PUBLIC WORKS
2. Project Location: BROOKWOOD DRIVE BRIDGE OVER JACOBY CREEK
3. Project Description: BRIDGE REHABILITATION DESIGN
4. Total Contract Award Amount: \$ 49,990.00
5. Consultant Name: QUINCY ENGINEERING
6. Contract DBE Goal %: 0.0%
7. Total Dollar Amount for all Subconsultants: \$ _____
8. Total Number of all Subconsultants: _____

Award DBE/DBE Information

9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount

Local Agency to Complete this Section

20. Local Agency Contract Number: # _____
21. Federal-aid Project Number: _____
22. Contract Execution Date: _____

Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:

ROB BURNETT
23. Local Agency Representative Name (Print)

[Signature]
24. Local Agency Representative Signature

ASSOCIATE ENGINEER
26. Local Agency Representative Title

4/18/15
25. Date

(707) 445-7377
27. (Area Code) Tel. No.

13. Total Dollars Claimed

\$ _____

14. Total % Claimed

0 %

15. Preparer's Signature

16. Preparer's Name (Print)

17. Preparer's Title

18. Date

19. (Area Code) Tel. No.

Caltrans to Complete this Section

Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:

28. DLAE Name (Print)

29. DLAE Signature

30. Date

- Distribution:** (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
 (2) Copy – Include in award package sent to Caltrans DLAE
 (3) Original – Local agency files

EXHIBIT 10-C CONSULTANT CONTRACT REVIEWERS CHECKLIST

Date: April 14, 2015Agency Name: Humboldt CountyFederal or State Project Number: BRLO 5904(126)Local Agency Contract Number: 594124Project Location: Brookwood Drive Bridge over Jacoby CreekConsultant Name: Quincy EngineeringContract Begin and End Dates: May 1, 2015 to May 1, 2016Contract Max Dollar Amount: \$49,990.00

I. SELECTION PROCEDURES ITEMS NEEDED FOR REVIEW

	<u>Project File Location</u>	
	<u>Tab No.</u>	
A. Description of need for consultant	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO <i>RECITAL</i>
B. Request For Proposal (RFP), or Request For Qualification (RFQ) documents	<input type="checkbox"/> YES	<input type="checkbox"/> NO <i>N.A.</i>
C. Records of Publication for RFP or RFQ	<input type="checkbox"/> YES	<input type="checkbox"/> NO <i>N.A.</i>
D. DBE Utilization Goal Setting (Exhibit 10-I)	<input type="checkbox"/> YES	<input type="checkbox"/> NO <i>N.A.</i>
E. Records of Response to Solicitation	<input type="checkbox"/> YES	<input type="checkbox"/> NO <i>N.A.</i>
F. Independent cost estimates - documented	<input type="checkbox"/> YES	<input type="checkbox"/> NO _____
G. Conflict of Interest and Confidentiality statement of panel members (Exhibit 10-T)	<input type="checkbox"/> YES	<input type="checkbox"/> NO <i>N.A.</i>
H. Evaluation criteria and Weights (Exhibit 10-B)	<input type="checkbox"/> YES	<input type="checkbox"/> NO <i>N.A.</i>
I. Documentation of consultant selection (retain all original score sheets and final rankings)	<input type="checkbox"/> YES	<input type="checkbox"/> NO <i>N.A.</i>
J. Plan to monitor work (Designated Contract Administrator)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO <i>ART I</i>
K. Audit and Review documents (Exhibit 10-K for contracts over \$150,000, and Exhibit 10-A for contracts over \$1M, or past audits)	<input type="checkbox"/> YES	<input type="checkbox"/> NO <i>N.A.</i>

II. CONSULTANT CONTRACT APPROVAL CHECKLIST (See Exhibit 10-R A&E Sample Contract Language)

For contracts over \$1M, document the resolution of all identified deficiencies in A&I Conformance Review Letter and obtain Caltrans DLAE concurrence.

Consultant Contract
Page No.

A. Introduction (See Exhibit 10-R, Article I)

1. Date of Contract
2. Names, Address and Identifying Data of Agreeing Parties
3. Location and Description of Project
4. Name of Local Agency Contract Administrator
5. Name of Consultant Project Manager

☒ YES ☐ NO 1

B. Contract**1. Statement of Work (See Exhibit 10-R, Article II)**

Include description of work to be done by Consultant, including deliverables and delivery schedules, standards for design and other work, quality control measures, acceptance criteria, meetings and site visits, and professional license requirements. Each phase of the work should be described in detail, including engineering studies, preliminary and final design, environmental analysis and clearance documents (NEPA/CEQA), right of way, surveys, landscape architecture, geotechnical investigation, design support during construction, and construction management. This section should also include the description of work to be done by the local agency.

2. Consultant's Reports or Meetings (See Exhibit 10-R, Article III)**3. Mandatory Fiscal and Federal provisions (See Exhibit 10-R) ☒ YES ☐ NO 1-14**

1. Performance Period (begin and end date) (Article IV)
2. Allowable Costs and Payments (Article V)
3. Termination (Article VI)
4. Cost Principles and Administrative Requirements (Article VII)
5. Retention of Records/Audit (Article VIII)
6. Audit Review Procedures (Article IX)
7. Subcontracting (Article X)
8. Equipment Purchase (Article XI)
9. State Prevailing Wage Rates (Article XII)
10. Conflict of Interest (Article XIII)
11. Rebates, Kickbacks or other Unlawful Consideration (Article XIV)
12. ~~Prohibition of Expending State or Federal Funds for Lobbying (Article XV)~~
13. Statement of Compliance (Article XVI)
14. Debarment and Suspension Certification (Article XVII)

4. Miscellaneous Provisions (See Exhibit 10-R)

☒ YES ☐ NO 15-18

1. Funding Requirements (Article XVIII)
2. Change in Terms (Article XIX)
3. Disadvantaged Business Enterprises (DBE) Participation (Article XX)
4. Contingent Fee (Article XXI)
5. Disputes (Article XXII)
6. Inspection of Work (Article XXIII)
7. Safety (Article XXIV)
8. Insurance (Article XXV)
9. Ownership of Data (Article XXVI)
10. Claims Filed by LOCAL AGENCY's Construction Contractor (Article XXVII)
11. Confidentiality of Data (Article XXVIII)
12. National Labor Relations Board Certification (Article XXIX)
13. Evaluation of Consultant (Article XXX)
14. Retention of Funds (Article XXXI)
15. Notification (Article XXXII)
16. Contract (Article XXXIII)
17. Signatures (Article XXXIV)

List any provision that is not included in contract and reason for non-inclusion.

Art XV Deleted per instructions (federal funding less than \$150,000)Other Articles included per County Counsel review

C. All findings in the Conformance Review Letter (for contracts over \$1M only) have been resolved, and a copy retained in project/contract file

☐ YES ☐ NO *N.A.*

D. Record of cost/profit negotiations

☒ YES ☐ NO *N.A.*

E. DBE Commitment (Exhibit 10-O1 and 10-O2), or GFE

☒ YES ☐ NO*Attach A*

F. Signatures

☒ YES ☐ NO 17-18*Attach C*

G. Cost Proposal – Final Cost proposal to be incorporated into contract

☒ YES ☐ NO*Attach B*
Local Agency Contract Administrator4/17/15
Date

Distribution: 1) Copy - Caltrans DLAE within 30 days of Contract Award
2) Original copy for the Local Agency Project file

ATTACHMENT No. 2

**First Amendment to Agreement for Design Services to Rehabilitate
Brookwood Drive Bridge Over Jacoby Creek**

**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
BRIDGE REHABILITATION DESIGN FOR
BROOKWOOD DRIVE BRIDGE OVER JACOBY CREEK REHABILITATION PROJECT
Project Number: 594124**

This Amendment to the Agreement for Professional Services entered into on April 24, 2015 by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter called "COUNTY," and Quincy Engineering a corporation hereinafter called CONSULTANT is entered into this ____ day of _____, 2015.

WHEREAS, on April 24, 2015, COUNTY and CONSULTANT entered into an Agreement for design services for bridge rehabilitation; and

WHEREAS, such additional services are required for bridge rehabilitation and requested by the COUNTY that are not included in the original agreement; and

WHEREAS, CONSULTANT is able and willing to assist the COUNTY with these additional services; and

WHEREAS, the parties desire to amend the Agreement to increase the services and compensation amount by \$14,900 accordingly.

NOW, THEREFORE, it is mutually agreed as follows:

1. **ATTACHMENT A – SCOPE OF SERVICES**, is amended to include additional scope items contained herein as attachment A
2. **ATTACHMENT B – COST PROPOSAL**, is amended to include additional cost items contained herein as attachment A
3. It is mutually agreed between COUNTY and CONSULTANT that payments to CONSULTANT including the total amount of salaries and expenses shall not exceed \$64,890, inclusive of all agreements to date and as amended in ATTACHMENT "A" AMENDED SCOPE OF WORK.
4. In all other respects the Agreement between the parties entered into on April 24, 2015 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement dated April 24, 2015, on the date indicated above.

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"): _____

Consultant: Quincy Engineering

By: John Quincy

Title: President

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

Date: 11-18-15

By: St L. M.

Title: Secretary

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

Date: 11-18-15

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

INSURANCE REQUIREMENTS:
(PRE-APPROVED FORM)
Risk Manager

ATTACHMENT "A"
AMENDED SCOPE OF WORK

Amendment 1

COUNTY OF HUMBOLDT
BROOKWOOD DRIVE OVER JACOBY CREEK BRIDGE REHABILITATION PROJECT

Quincy Engineering, Inc.

CONTRACT No. _____
Bid # _____

CONSULTANT COST PROPOSAL
November 12, 2015

DIRECT LABOR

Name	Classification	Hours	Initial Hourly Rate	Total
John Quincy	Principal in Charge	0	\$74.37	\$0.00
Jim Foster	Project Manager	22	\$74.37	\$1,636.14
Maxwell Katt	Bridge Project Engineer	36	\$51.34	\$1,848.24
Martin Pohl	Senior Bridge Engineer	0	\$66.50	\$0.00
Kelly Gallagher	Senior Engineer	0	\$66.00	\$0.00
Staff	Associate Engineer Bridge	0	\$39.80	\$0.00
Staff	Associate Engineer	0	\$48.34	\$0.00
Staff	Assistant Engineer	0	\$31.27	\$0.00
Staff	Assistant Engineer	0	\$27.69	\$0.00
Staff	Staff	0	\$0.00	\$0.00
Staff	CADD Manager	4	\$43.48	\$173.92
Staff	Office Support Staff	0	\$19.21	\$0.00
Staff	Admin	0	\$31.56	\$0.00
		62		
Subtotal Direct Labor Costs				\$3,658.30
Anticipated Escalation Increase (0%)				
TOTAL - Direct Labor				\$3,658.30

INDIRECT COSTS	Rate	Phase 1 Total
Overhead	176.80%	\$6,467.87
Fringe Benefit (Included in OH)	0.00%	
General & Administrative (Included in OH)	0.00%	
	176.80%	
TOTAL - Indirect Costs		\$6,467.87

FEE	(10.00%)	TOTAL - Fee	\$1,012.62
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OTHER DIRECT COSTS			Phase 1 Total
Travel Cost - Mileage	(1) roundtrip - Public Outreach	630 @ \$0.575	\$362.25
Lodging - Hotel	(1) overnights	2 @ \$150.00	\$300.00
Alves Roof Inspection and Report	Alves, Inc. (707) 825-4725	1 \$1,000.00	\$1,000.00
James Carl Painting inspection and Report	James Carl Painting (707) 442-0791	1 \$1,000.00	\$1,000.00
Big Time Pest Control		1 \$1,000.00	\$1,000.00
Containment memo		1 @ \$89.58	\$98.96
Deliveries			
TOTAL - DIRECT COSTS			\$3,761.21

TOTAL QUINCY COST	\$14,900.00
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Subcontractor Costs

Total Amendment Cost	\$14,900.00
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Brookwood Drive Bridge over Jacoby Creek Rehabilitation Project**PROJECT UNDERSTANDING & APPROACH SUMMARY**

The Humboldt County Department of Public Works is proposing to rehabilitate the existing Brookwood Drive Bridge over Jacoby Creek in order to provide a safe, reliable, and long lasting structure to serve public vehicular and pedestrian traffic. Quincy Engineering (Quincy) has prepared the following Amendment 1 scope and cost for a bridge rehabilitation project based upon new and additional information as requested by the County:

- A Public Outreach Meeting is needed
- Preparation of a Roof inspection and report is necessary
- Preparation of a Paint inspection and report is necessary
- Preparation of a detailed project debris, fumigation, treatment, and paint containment plan is needed.

All other elements of the contract remain unchanged.

WORK PLAN

The Work Plan/Scope of Work will involve completion of the following additional tasks.

Task 1.3 – PRELIMINARY ENGINEERING - PLANNING STUDY & ESTIMATE

In order to assure all elements of the bridge are rehabilitated and assure an extended service life, it is necessary to assess the condition of the roof and paint. In the event that work is needed, it must be documented and estimated to assure HBP grant funding participation and allocation. Licensed local professional roof company and separate paint company will:

1. Meet with the project team on-site to discuss the project objectives
2. Conduct a roof/paint inspection
3. Provide and roof/paint inspection report that includes:
 - a. Existing condition.
 - b. Remaining service life.
 - c. Repair/replacement access requirements.
 - d. Repair/replacement debris containment
 - e. Repair/Replacement duration
 - f. Cost to repair and expected service life.
 - g. Cost to replace and expected service life.
 - h. (Note, repair and replacement costs should consider prevailing wage)
4. Consult with the County and project development team in two phone conferences.

QEI will update the report, planning study and cost estimate.

**Products:**

- Bridge Rehabilitation Advanced Planning Study
- Bridge Rehabilitation Construction Cost Estimate

PHASE 2 – PROJECT MANAGEMENT & FINAL DESIGN SERVICES**Task 2.1 – ENVIRONMENTAL AND PERMIT PROCESS SUPPORT**

Supplemental information is required to meet the stated requirements for the Permit Approvals. Preparation of a detailed project debris, fumigation, treatment, and paint containment plan is needed. QEI will prepare the containment plan memo based on input from the Roof, Paint and Pest Control reports and input.

Products:

- Draft and Final project debris, fumigation, treatment, and paint containment plan.

Task 2.2 – PUBLIC OUTREACH

Quincy will coordinate and assist the County in performing public outreach in the form of a community Open House. Quincy will perform one public open house during the preliminary design and planning stages of the project. The purpose of this Open House will be to introduce the project to the community and broader public, gather valuable input from the public, and educate the public about specifics of the project to help establish expectations of the project outcomes. This meetings will include display boards, a presentation, and facilitated question and answer session. Quincy will utilize a number tools for effective communication to ensure we cater to a multiple of preferred styles. QEI will involve County staff to their desired level.

Products:

- Community Open House for Public Outreach with Presentation, Displays, & Boards

Task 2.3 – PS&E & Bid Support

No change is necessary to this task scope or cost based on the following assumptions:

1. Containment, painting, and roofing plans will not be needed in the project plan set.
2. The requirements of the containment system, paint, and roof work will be included in the permits and or project specifications.
3. Contractor supplied plans and samples will be submitted during construction for review and approval by the Resident Engineer.

Products: