

ATTACHMENT NO. 2

First Amendment to Agreement for Professional Services – Bridge Rehabilitation Design
– For Brookwood Drive Bridge Over Jacoby Creek Rehabilitation Project dated December
14, 2015

**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 14th day of December, 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:

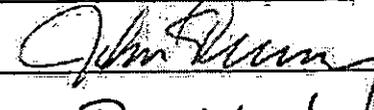
TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

County Of Humboldt

By: 
Thomas K. Mattson – Public Works Director

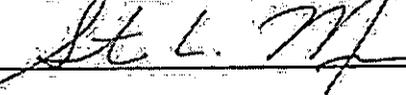
DATE OF EXECUTION ("Effective Date"): 12/14/15

Consultant: Quincy Engineering

By: 
Title: President

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

Date: 11-18-15

By: 

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

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:	<ul style="list-style-type: none">• Bridge Rehabilitation Advanced Planning Study• Bridge Rehabilitation Construction Cost Estimate
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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:	<ul style="list-style-type: none">• Draft and Final project debris, fumigation, treatment, and paint containment plan.
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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:	<ul style="list-style-type: none">• Community Open House for Public Outreach with Presentation, Displays, & Boards
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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:	
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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 Production	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**

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 Containment memo		1 \$1,000.00	\$1,000.00
Deliveries		1 @ \$89.58	\$89.96
TOTAL - DIRECT COSTS			\$3,761.21

TOTAL QUINCY COST **\$14,900.00**

Subcontractor Costs

Total Amendment Cost

\$14,900.00

ATTACHMENT NO. 3

Second Amendment to Agreement for Consultant Services – Design Services – to
Rehabilitate Brookwood Drive Bridge Over Jacoby Creek
Dated April 26, 2016

**SECOND AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES
FOR DESIGN SERVICES TO REHABILITATE
BROOKWOOD DRIVE BRIDGE OVER JACOBY CREEK
Project Number: 594124**

This Second Amendment to the Agreement for Professional Services dated April 24, 2015, as amended on December 15, 2015, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Quincy Engineering, Inc., a California corporation, hereinafter referred to as "CONSULTANT," is entered into this 26th day of April, 2016.

WHEREAS, on April 24, 2015, COUNTY and CONSULTANT entered into an Agreement for Consultant Services regarding the preparation of plans for the rehabilitation of the Brookwood Drive Bridge over Jacoby Creek ("Consultant Services Agreement"); and

WHEREAS, on December 15, 2015, COUNTY and CONSULTANT agreed to amend the Consultant Services Agreement to expand the scope of work to be performed by CONSULTANT and increase the maximum amount payable by COUNTY thereunder; and

WHEREAS, additional time is required for CONSULTANT to complete the services required by the Consultant Services Agreement, as amended on December 15, 2015, due to delay caused by the California Department of Pesticide Regulation; and

WHEREAS, the parties desire to amend the Consultant Services Agreement, as amended on December 15, 2015, to extend the term thereof to December 31, 2017.

NOW, THEREFORE, the parties mutually agree as follows:

1. Article IV – Performance Period of the Consultant Services Agreement is hereby amended to read as follows:
 - 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 December 31, 2017, 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.
2. Except as modified herein, the Consultant Services Agreement dated April 24, 2015, as amended on December 15, 2015, shall remain in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the original Consultant Services Agreement, or any prior amendments thereto, the provisions of this Second Amendment shall govern.

[Signatures on Following Page]

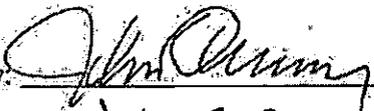
IN WITNESS WHEREOF, the parties hereto have entered into this Second Amendment as of the effective date indicated above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND

(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

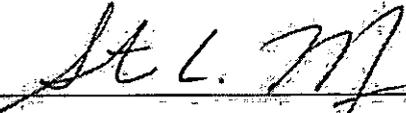
QUINCY ENGINEERING, INC.:

By: 

Date: 3/30/16

Name: John S. Quincy

Title: President

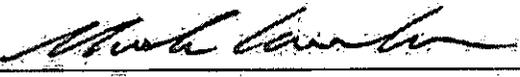
By: 

Date: 3/30/16

Name: Steven L. Mellon

Title: Secretary

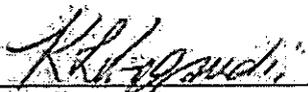
COUNTY OF HUMBOLDT:

By: 

Date: 4-26-16

Mark Lovelace
Chair, Humboldt County Board of Supervisors

INSURANCE REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 5/5/16

ATTACHMENT NO. 4

Third Amendment to Agreement for Consultant Services – Design Services – to
Rehabilitate Brookwood Drive Bridge Over Jacoby Creek
Dated October 11, 2016

**THIRD AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES
FOR DESIGN SERVICES TO REHABILITATE
BROOKWOOD DRIVE BRIDGE OVER JACOBY CREEK
Project Number: 594124**

This Third Amendment to the Agreement for Consultant Services dated April 24, 2015, as amended on December 14, 2015 and April 26, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Quincy Engineering, Inc., a California corporation, hereinafter referred to as "CONSULTANT," is entered into this 11th day of October, 2016.

WHEREAS, on April 24, 2015, COUNTY and CONSULTANT entered into an Agreement for Consultant Services regarding the preparation of plans for the rehabilitation of the Brookwood Drive Bridge over Jacoby Creek ("Consultant Services Agreement"); and

WHEREAS, on December 14, 2015, COUNTY and CONSULTANT agreed to amend the Consultant Services Agreement to expand the scope of work to be performed by CONSULTANT and increase the maximum amount payable by COUNTY thereunder; and

WHEREAS, on April 26, 2016, COUNTY and CONSULTANT agreed to amend the Consultant Services Agreement to extend the term thereof to December 31, 2017; and

WHEREAS, COUNTY and CONSULTANT now desire to further amend the Consultant Services Agreement to expand the scope of work and increase the maximum amount payable thereunder to include the provision of the following services: detour design; environmental and permit support; coordination with pest control specialists and attendance at meetings as required for project completion.

NOW, THEREFORE, the parties mutually agree as follows:

1. Article II – Statement of Work of the Consultant Services Agreement is hereby amended to include the items specified in Attachment A – Amendment #3 – Scope of Work and Attachment B – Amendment #3 – Cost Proposal which are attached hereto and incorporated herein by reference.
2. Article V – Allowable Costs and Payments of the Consultant Services Agreement is hereby amended to read as follows:
 - A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in Attachment B – Amendment #3 – Cost Proposal. 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 Agreement.
 - B. In addition, CONSULTANT will be reimbursed for direct costs incurred, other than salary costs, that are identified in Attachment B – Amendment #3 – Cost Proposal.
 - C. Reimbursement of transportation and subsistence costs shall not exceed the rates specified in Attachment B – Amendment #3 – 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 any additional work or services set forth in Attachment A – Amendment #3 – Scope of Work until the Third Amendment to this Agreement has been approved by COUNTY, and notification to proceed has been issued by COUNTY's Contract Administrator. No payment will be made for any additional work performed prior to approval of the Third Amendment to this Agreement.
- G. This Agreement 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 Third Amendment to this Agreement 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 Agreement. 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 Attachment B – Amendment #3 – Cost Proposal and shall reference the contract number and project title. Credits due COUNTY, including any equipment purchased under the provisions of Article XI – Equipment Purchase of this Agreement, must be reimbursed by CONSULTANT prior to the expiration or termination of this Agreement. 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, California 95501
- I. The period of performance for the work required hereunder shall be in accordance with the dates mutually agreed upon by the parties. No work will be undertaken which extends beyond the expiration date of this Agreement.
- J. The total amount payable by COUNTY for all work performed hereunder shall not exceed One Hundred Seven Thousand Three Hundred Ninety Dollars (\$107,390.00), unless authorized by a written amendment hereto. The specific rates and costs shall be as set forth in Attachment B – Amendment #3 – Cost Proposal.
- K. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule mutually agreed upon by the parties, no payment will be made until the deliverable has been satisfactorily completed.
- L. Change orders may not be used to amend this Agreement and may not exceed the scope of services set forth in Attachment A – Amendment #3 – Scope of Work.
- M. All subcontracts in excess of Twenty-Five Thousand Dollars (\$25,000.00) entered into as a result of this Agreement shall contain all of the provisions of this Article.

2. Except as modified herein, the Consultant Services Agreement dated April 24, 2015, as amended on December 14, 2015 and April 26, 2016, shall remain in full force and effect. In the event of a conflict between the provisions of this Third Amendment and the original Consultant Services Agreement, or any prior amendments thereto, the provisions of this Third Amendment shall govern.

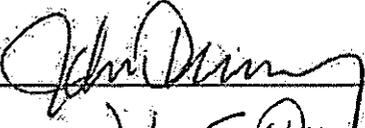
IN WITNESS WHEREOF, the parties hereto have entered into this Third Amendment as of the effective date indicated above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

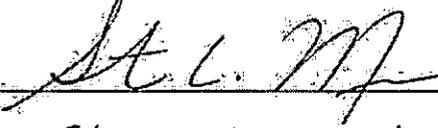
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND

(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

QUINCY ENGINEERING, INC.:

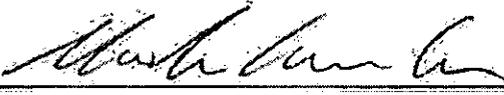
By: 
Name: John S. Quincy
Title: President

Date: 9/21/16

By: 
Name: Steven L. Mellon
Title: Secretary / VP

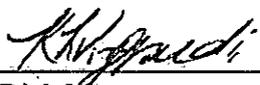
Date: 9/21/16

COUNTY OF HUMBOLDT:

By: 
Mark Lovelace
Chair, Humboldt County Board of Supervisors

Date: 10/10/16

INSURANCE REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 9/28/16

LIST OF ATTACHMENTS:

- Attachment A – Amendment #3 – Scope of Work
- Attachment B – Amendment #3 – Cost Proposal

Brookwood Drive Bridge over Jacoby Creek Rehabilitation Project

PROJECT UNDERSTANDING & APPROACH SUMMARY - Amendment #3

The Humboldt County Department of Public Works is preparing to rehabilitate the existing Brookwood Drive Bridge over Jacoby Creek to provide a safe, reliable, and long lasting structure to serve public vehicular and pedestrian traffic. Quincy Engineering (Quincy) has prepared the following Amendment #3 Scope and Cost for this bridge rehabilitation project based upon new and additional services as requested by the County:

- Inclusion of a temporary traffic detour and creek crossing in the PS&E documents
- Quincy participation in 3 additional meetings requested by the County
 1. Detour Layout and Property Owner discussion Field Meeting
 2. Project Buy-in meetings with Caltrans Local Assistance staff
 3. Post 95% PS&E Package Team Meeting
- Augmentation of pest abatement specialist Big Time Pest Control to support development contract bid documents involving pest abatement work.
- General engineering services to support the County with project delivery and environmental clearance, as directed by County Public Works staff.

All other elements of the contract remain unchanged. For reference:

Amendment #1 allowed Quincy to provide additional services for bridge inspection and Public Outreach including a project presentation / open house meeting for community members and supplement assessments of the roof and paint systems.

Amendment #2 extended the contract expiration to December 31, 2017.

WORK PLAN

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

Task 1.1 – Project Management & Pest Abatement Consultation

Quincy will coordinate with Big Time Pest Control for their expertise in pest abatement. Big Time will review and comment on project plans and specifications to ensure bidability, implementation feasibility, and efficacy of pest abatement work planned for the bridge. This effort will include providing pest abatement information to be included in the Plans, Specifications, and Estimate package as well as participation in two phone conferences and attendance at either the 95% Review meeting or Public Outreach meeting with the residents.



Task 1.4 – Project Coordination Meeting with Caltrans

Quincy will coordinate and assist the County with a project coordination meeting with Caltrans Local Assistance staff. The goal of this meeting is Local Assistance's buy-off and support of this bridge rehabilitation project. A key component is gaining conceptual approval to the County's approach and verifying compatibility with the Highway Bridge Program for federal funding reimbursement.

Task 1.5 – 95% Submittal Meeting

Quincy will conduct a project development team meeting with the County at the time of the 95% submittal. This meeting will facilitate dialogue within the team regarding all aspects of the project to ensure the project is compatible with bridge rehabilitation, environmental compliance, permitting, right-of-way, and funding procedures and goals.

ADDITIONAL ENGINEERING SERVICES

Based on input from the community and adjacent property owners, the County has determined the preferred construction strategy will be to close the bridge to traffic to facilitate construction operations and detour traffic to a temporary crossing bridge. This will allow the most thorough and efficient repair and pest abatement of the bridge.

Task 2.1 – ENVIRONMENTAL AND PERMIT PROCESS SUPPORT

Quincy will support the County in developing supplemental information required to environmentally clear and permit the temporary detour crossing. This effort is expected to include supplemental exhibits, project description narratives, and coordination with County environmental staff.

Products: • Incorporation of traffic detour into environmental studies, documents, and permits.

Task 2.2 – Public Outreach

Quincy will coordinate and assist the County in performing public outreach in the form of a field meeting with the property owners adjacent to the bridge to review and discuss the proposed traffic handling detour and temporary bridge geometry. This meeting will build upon the constructive feedback received at the previous Open House that the community preferred to close the bridge to traffic completely and utilize a vehicular detour during rehabilitation construction activities.

Quincy will provide the detour geometry to the County for staking by the County's survey crew. Adjustments can then be considered by the County/Quincy team based on field conditions and input from the property owners. Any refinements to the traffic handling detour will be incorporated in the final project plans and specifications for construction bidding.

Products: • Field staked detour verification and property owner involvement.



Task 2.3 – PS&E & Bid Support

Quincy will develop plans and specifications for the temporary traffic detour element of the project. This will include drafting and detailing of plans, structural calculations for the temporary bridge and construction loads on the existing bridge, and additional project specification writing.

Products: Traffic Detour included in project plans and specifications.

Task 2.4 – Discretionary Project Support

Quincy will perform various engineering tasks at the County's direction to support the project as necessary as defined by the County. These tasks may include additional phone conference meetings, supplemental exhibits and displays, roadway design, or structural calculations. Authorization of an effort estimate will be provided by the County prior to Quincy beginning work on a discretionary task. For developing cost of this task, Quincy has assumed a maximum of 40 hours of effort.

Products: Traffic Detour included in project plans and specifications.

CONTRACT COST SUMMARY:

Original Contract:	\$49,990
Amendment #1- Public Outreach, Roof & Paint Inspection	\$14,900
Amendment #2 - Contract Time Extension	No Cost
Proposed Amendment #3	\$42,500
Proposed Total Contract Amount	\$107,390



