

ATTACHMENT NO. 5

Fourth Amendment to Agreement for Consultant Services – Design Services – to
Rehabilitate Brookwood Drive Bridge Over Jacoby Creek
(3 originals)

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

This Fourth Amendment to the Agreement for Consultant Services dated April 24, 2015, as amended on December 14, 2015, April 26, 2016 and October 11, 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 12th day of September, 2017.

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, on October 11, 2016, COUNTY and CONSULTANT agreed to amend the Consultant Services Agreement to expand the scope of work to be provided, and increase the maximum amount payable to be paid, thereunder in order to allow for 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; and

WHEREAS, COUNTY and CONSULTANT now desire to further amend the Consultant Services Agreement to extend the term thereof to December 31, 2018, expand the scope of work to be provided, and increase the maximum amount to be paid, thereunder in order to allow for the provision of the following services: revision of the project plans, specifications, and estimate for bidder clarity; project programming support services; and construction bid support services.

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 #4 – Scope of Work and Attachment B – Amendment #4 – Cost Proposal which are attached hereto and incorporated herein by reference.
2. Article IV – Performance Period of the Consultant Services Agreement is hereby amended to read as follows:
 - A. This Agreement 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 Agreement shall end on December 31, 2018, unless extended by a written amendment hereto.
 - B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until this Agreement is fully executed and approved by COUNTY.

3. 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 #4 – 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 #4 – Cost Proposal.
 - C. Reimbursement of transportation and subsistence costs shall not exceed the rates specified in Attachment B – Amendment #4 – 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 #4 – Scope of Work until the Fourth 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 Fourth 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 Fourth 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 #4 – 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

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- 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 Forty-Nine Thousand Nine Hundred Ninety Dollars (\$149,990.00), unless authorized by a written amendment hereto. The specific rates and costs shall be as set forth in Attachment B – Amendment #4 – 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 #4 – 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.
4. Except as modified herein, the Consultant Services Agreement dated April 24, 2015, as amended on December 14, 2015, April 26, 2016 and October 11, 2016, shall remain in full force and effect. In the event of a conflict between the provisions of this Fourth Amendment and the original Consultant Services Agreement, or any prior amendments thereto, the provisions of this Fourth Amendment shall govern.

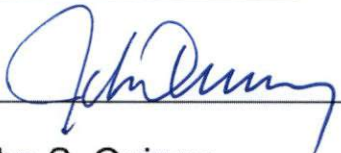
[Signatures on Following Page]

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

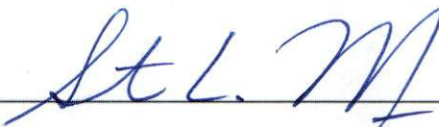
TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

QUINCY ENGINEERING, INC.:

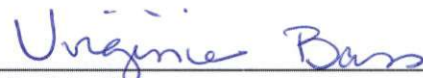
By: 
Name: John S. Quincy
Title: President

Date: 8/17/17

By: 
Name: Steve L Mellon
Title: Secretary

Date: 8/17/17

COUNTY OF HUMBOLDT:

By: 
Virginia Bass
Chair, Humboldt County Board of Supervisors

Date: 9/12/17

INSURANCE REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 8/28/17

LIST OF ATTACHMENTS:

Attachment A – Amendment #4 – Scope of Work
Attachment B – Amendment #4 – Cost Proposal

APPROACH SUMMARY

The Humboldt County Department of Public Works is preparing to rehabilitate the Jacoby Creek Bridge at Brookwood Drive during the 2018 construction season. Previously the construction contract for this project was advertised in June 2017 with bids opening in July 2017. Two bidders responded with bids significantly above the Engineer's Estimate. Due the high bids and short remaining construction window, the County elected to defer construction and re-advertise the project for the following season.

There are multiple factors that likely led to bids significantly over the Engineer's Estimate:

- 1. Unique nature of the Project.** The project involves rehabilitation of a locally significant, covered timber truss bridge with strong community involvement. Rehabilitation work on these types of structures is uncommon. Replacement of timber elements carries an element of unknown risk for bidders due to the nature of timber materials and construction techniques that could lead to additional scope of work.

Further, the project involves several unique features for vehicular bridge projects including lead paint remediation on a timber surfaces, roof repair work, and fumigation of a bridge structure. There have been no other known fumigations performed on bridge structures in California. Coordination between traditional bridge prime contractors and the specialty subcontractors required for these efforts is unique to this project and there may not have been previously established relationships conducive to competitive bidding.

- 2. High Contractor Demand/Utilization.** The heavy storms from the previous winter season caused damage throughout the State, particularly in the north coast region. There is high demand for heavy civil contractors for emergency storm damage repair work in all manner of earthwork, grading, and road repairs. Many of the Contractors that would have been expected to bid on the project were already fully engaged on other projects with tight delivery schedules.
- 3. Bid Award Timing.** Based on the project's environmental document and permits, the window available for the contractor to perform activities within the creek is July 15th to October 1st. With a bid opening on July 11th and contract award occurring after the first possible in-creek working day, the available construction window for bidders was further shortened. The cost impact of a shortened construction schedule bids was likely exacerbated by the need to plan and coordinate aspects of the usual work noted above, including the various pre-construction submittals and reviews.

Currently the County is planning on re-advertising the project. It is anticipated that re-advertisement will result in a more cost effective lowest qualified bid by affecting the implementing following changes:

developing YOUR vision | delivering YOUR project



- **Revisions to the Plans, Specifications, and Estimate.** Revisions are intended to clarify the scope and extent of unique construction work items. Limits will be more explicitly delineated in the plans. Descriptions of work and measurement clauses will be expanded in the specifications for bidder clarity. Payment methods (Lump sum, unit price, final pay, force account, etc) for certain items will be evaluated to see if modifications would reduce bidder risk or allow the County greater control of payment during execution of the contract.
- **Pre-bid Meeting.** The contract documents will be revised to allow for a pre-bid meeting at the site between the County and potential bidders. This meeting will provide an opportunity for bidder inquiries as well as for the County to clarify its expectations in administering the construction contract.
- **Re-programming on additional funds for the project.** Based on bidder feedback and the recent trend of escalating construction bids, it is appropriate to increase the prices of some items of the Engineer's Estimate and program additional funding for the project. Overall, there has been a global trend of increases in transportation related construction costs in the past 3 months. Additional funds are required for Engineering, Construction, and Construction Engineering.
- **Early Contract Award.** The County desires to re-issue the contract in December of 2017. This will provide ample time for bid preparation, contract award, approval of required construction submittals, and contractor mobilization prior to the first allowable in-creek working day.

Quincy Engineering worked extensively with the County to prepare the original project plans, specifications, and estimate. The County has requested Quincy prepare a scope and budget to perform additional professional engineering related services to support re-advertisement effort. Below is Quincy's proposed scope of work to assist the County re-advertise the project.

This Work Plan/Scope of Work will involve completion of the following **four (4) Tasks**:

Task 1 – Project Management, Coordination, and Project Meetings

Quincy will coordinate to the County in developing the revised Plans, Specifications, & Estimate package. Quincy will assist the County in preparing a revised programming requests submittal to Caltrans for the project. Quincy will participate in two (1) hour long phone conference calls as part of the project development team.

Products:	• Project coordination with the County including two (1) hour phone conference meetings
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Task 2 – Construction Plans, Specification, and Estimate Revision

Quincy will revise the plans and specifications to add more detail to assist bidders. Details in the plans will be modified to show a more explicit delineation of work areas and quantities. Descriptions of work items will be expended in the specifications better communicate scope expectations to bidders. Payment methods will be examined and changed, if necessary, to reduce uncertainty for bidders or increase control of contract payment for the County. Unit prices in the Engineer's Estimate will be revised based on the recent price escalations apparent during the current construction seasons bidding period.

Products: • Revised stamped and signed Plans and Specifications. Revised Engineer's Estimate.

Task 3 – Project Programming Support

Quincy will assist the County in requesting additional programming funds for the project from Caltrans. Quincy will coordinate in classifying/segregating costs in the Engineer's Estimate, filling out applicable paperwork from the Local Assistance Procedures Manual, and assisting the County developing wording for the Finance Letter.

Products: • Revised request for programming funds documents

Task 4 – Bid Support and Bidder Inquiries

Quincy will support the County during the bid phase. Quincy will answer both formal and informal inquiries as well as provide technical information and guidance to the County. The goal is to answer bidder inquiries, clarify concerns involving construction scope of work, and communicate the County's expectations to bidders on the unique and unusual aspects of the project. Specific activities during the bidding process include:

- Preparing formal responses for bidder inquiries
- Developing addendums, if necessary, based on bidder comments and questions
- Preparing responses to RFIs received during the bid advertise period

Products: • Participation in the pre-bid meeting & bidder inquiry and addendum support

CONTRACT COST SUMMARY:

Original Contract:	\$49,990
Amendment #1- <i>Public Outreach, Roof & Paint Inspection</i>	\$14,900
Amendment #2 - <i>Contract Time Extension</i>	No Cost
Amendment #3 - <i>PS&E to detour traffic from fumigation</i>	\$42,500
Proposed Amendment #4 - <i>Re-bidding Effort</i>	\$42,600
Proposed Total Contract Amount	\$149,990

Cost Proposal

Jacoby Creek Bridge Rehabilitation Re-Bid

PE Effort to Re-Bid of Construction Contract

Date: 6/13/2017

Quincy Engineering, Inc.

Direct Labor: \$13,959.20

Escalation for Multi-Year Project (0.0%): \$0.00

Subtotal \$13,959.20

Overhead (1.768): \$24,679.87

A. Labor Subtotal \$38,639.07

Subconsultant Costs:

0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00

B. Subconsultant Subtotal \$0.00

Other Direct Costs:

Travel (@ active IRS mileage rate) 0 miles @ \$0.535 \$0.00

Pier Diem/ Hotel 0 days @ \$150.00 \$0.00

Delivery 1 @ \$97.03 \$97.03

Vendor Reproduction

Vellum @ \$0.00

8 1/2 X 11 Reproduction @ \$0.00

11 X 17 Reproduction @ \$0.00

Mounting Boards for Presentations @ \$0.00

Newsletters (Translation and printing) @ \$0.00

Subtotal Vendor Reproduction \$0.00

Title Report @ \$0.00

Miscellaneous

Prevailing Wage Differential \$0.00

C. Other Direct Cost Subtotal: \$97.03

Labor Subtotal A. = \$38,639.07

Fixed Fee (10.0%): \$3,863.91

Subconsultant Subtotal B. = \$0.00

Fixed Fee (0.0%): \$0.00

Other Direct Cost Subtotal: C. = \$97.03

Fixed Fee (0.0%): \$0.00

TOTAL = \$42,600.00

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 176.8% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate will remain unchanged throughout the duration of multi-year contracts.

Brookwood Drive at Jacoby Creek Bridge Rehabilitation
Year 2017 Hourly Rates

Rates are effective January 1, 2017 through December 31, 2017

Labor by Classification	Hourly Rate
Principal Engineer/Principal-in-Charge	\$70 - \$98
Associate Principal Engineer	\$60 - \$87
Senior Engineer	\$49 - \$79
Associate Engineer	\$32 - \$63
Assistant Engineer I*	\$27 - \$42
Assistant Engineer II*	\$42 - \$54
Senior Engineering Tech*	\$32 - \$51
Engineering Tech/Assistant*	\$21 - \$41
CAD Manager	\$34 - \$56
CAD Tech*	\$22 - \$37
Student Assistant/Intern*	\$16 - \$25
Administrative Assistant/Support Staff*	\$12 - \$50
Senior Project Manager/Proj Manager	\$52 - \$87
Project Manager Assistant	\$25 - \$46
Project Engineer	\$37 - \$79
Resident Engineer/Bridge Rep	\$43 - \$79
Senior Inspector*	\$36 - \$66
Inspector*	\$26 - \$51
<u>Environmental</u>	
Environmental Manager	\$53 - \$68
<u>Surveying - Office Classifications</u>	
Senior Surveyor/ Survey Department Manager	\$40 - \$63
Associate Surveyor/Project Surveyor	\$37 - \$48
Survey Technician*	\$29 - \$43
<u>Surveying - Field Classifications</u>	
Party Chief*	\$29 - \$63
Instrumentman*	\$29 - \$48
Chainman/Rodman*	\$29 - \$48
Apprentice*	\$32 - \$52
One Man Crew*	\$29 - \$63
Two Man Crew*	\$75 - \$135

Overhead Rate **176.80%**

Other Direct Costs

Office Computer & Software	Included in Overhead
Office Phone/Cell/Fax	Included in Overhead
Reproduction	
Black & White in office	Included in Overhead
Color in office	Included in Overhead
Vendor	Cost
Delivery	Cost
Mileage	Current Federal Rate (\$0.535/mi.)
Other Travel	Cost
Subconsultants	Cost
Short Term Per Diem	up to \$180 per day
Long Term Per Diem	up to \$120 per day
Field Vehicle	up to \$67 per day
Field Computer/Printer	\$220 per month
Field Cellular Phone	\$130 per month
Prevailing Wage**	loaded with overhead and fee
Miscellaneous	Cost

Fee

Labor + Overhead	10%
Other Direct Costs	0%

Notes:

*Overtime rates apply to these classifications and will typically be charged at 1.5 times the hourly rate.

**Prevailing Wage may apply for Construction Inspection and Surveying Services.

Labor Costs to be invoiced based on actual hourly rate plus overhead plus fee.

Other Direct Costs to be invoiced at actual cost plus fee.

All rates subject to an annual escalation of up to 3.5% per year.

The overhead rate will remain unchanged through the duration of multi-year contracts

Cost Proposal

Date 6/13/2017

[illegible]

r) TOTAL COST	\$42,600.00
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Cost Proposal

[illegible]

ATTACHMENT NO. 6

Quincy Engineering's Certificate of Liability Insurance

Client#: 984

QUINCENGI

MAY 25 2017

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2017

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

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

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	CONTACT NAME: Nancy Ferrick PHONE (A/C, No, Ext): 510 465-3090 FAX (A/C, No): 510 452-2193 E-MAIL ADDRESS: nferrick@dealeyrenton.com														
INSURED Quincy Engineering, Inc. 11017 Cobblersrock Drive, Suite 100 Rancho Cordova, CA 95670	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Casualty Insurance Co.</td> <td>29424</td> </tr> <tr> <td>INSURER B: Twin City Fire Ins. Co.</td> <td>29459</td> </tr> <tr> <td>INSURER C: XL Specialty Insurance Co.</td> <td>37885</td> </tr> <tr> <td>INSURER D: Hartford Accident & Indemnity</td> <td>22357</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Casualty Insurance Co.	29424	INSURER B: Twin City Fire Ins. Co.	29459	INSURER C: XL Specialty Insurance Co.	37885	INSURER D: Hartford Accident & Indemnity	22357	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	57SBWRI1816	09/01/2016	09/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	57UEGZC8251	09/01/2016	09/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			57SBWRI1816	09/01/2016	09/01/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	57WEGGF5050	09/01/2016	09/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			DPR9914253	05/20/2017	05/20/2018	\$3,000,000 per Claim \$3,000,000 Annl Aggr.

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

General Liability Policy excludes claims arising out of the performance of professional services.

30 Days Notice of Cancellation (10 Days for Non-Payment of Premium).

Ref: Job No. H07-405 / Brockwood Drive Bridge over Jacoby Creek Design / Project No. 594124.

CERTIFICATE HOLDER

CANCELLATION

County of Humboldt
 Attn: Tony Seghetti
 1106 Second Street
 Eureka, CA 95501-0579

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

AUTHORIZED REPRESENTATIVE

M. Ferrick

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Insured: Quincy Engineering, Inc.
Insurer: Hartford Casualty Insurance Co.
Policy Number: 57SBWRI1816
Policy Effective Date: 09/01/2016
Additional Insured:
County of Humboldt

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products- completed operations hazard, but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

E.5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

Insured: Quincy Engineering, Inc.
Policy Number: 57WEGGF5050
Effective Date: 09/01/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

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

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

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

SCHEDULE

Person or Organization

Job Description

Ref: Job No. H07-405 / Brockwood Drive Bridge over Jacoby Creek Design / Project No. 594124.

County of Humboldt
Attn: Tony Seghetti
1106 Second Street
Eureka, CA 95501-0579

Countersigned by



Authorized Representative

Form WC 04 03 06
Process Date:

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