

## COUNTY OF HUMBOLDT

AGENDA ITEM NO.

**C23**

For the meeting of: December 5, 2017

Date: November 6, 2017

To: Board of Supervisors

From:  Thomas K. Mattson, Public Works Director

Subject: Eighth Amendment to the Agreement for Professional Services with Quincy Engineering, Inc. Regarding the Provision of Design Engineering and Project Development Services Pertaining to the Replacement of the Pine Hill Road Bridge (04C-173) Over Swain Slough, Contract Number: 594020

### RECOMMENDATION(S):

That the Board of Supervisors;

1. Approve, and authorize the Chair of the Board to execute, the attached eighth amendment to the agreement for professional services with Quincy Engineering, Inc. regarding the provision of design engineering and project development services pertaining to the replacement of the Pine Hill Road Bridge; and
2. Direct the Clerk of the Board to return two (2) executed originals of the attached eighth amendment to the Department of Public Works for further processing.

### SOURCE OF FUNDING:

Road Fund – Federal Highways Administration Highway Bridge Program and Toll Credits Bridge Replacement Fund.

### DISCUSSION:

On April 3, 2012, the Board of Supervisors approved the agreement for professional services regarding the provision of design engineering and project development services for the Pine Hill Road Bridge

Prepared by Jeffrey A. Ball

CAO Approval 

REVIEW:

Auditor

County Counsel Sm

Personnel

Risk Manager KKG

Other

TYPE OF ITEM:

☒ Consent  
☐ Departmental  
☐ Public Hearing  
☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. D-16

Meeting of: June 21, 2016

**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT**

Upon motion of Supervisor Wilson Seconded by Supervisor Sundberg

Ayes Sundberg, Fennell, Bass, Wilson

Nays

Abstain

Absent Bohn

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

Dated: 12/5/17

By:

1  Kathy Hayes, Clerk of the Board

Replacement Project ("Professional Services Agreement") with Quincy Engineering, Inc. ("Consultant") for an amount not to exceed \$290,000.00 (Attachment 1). The term of the Professional Services Agreement was originally set to expire on February 13, 2013. However, on January 3, 2013 and June 25, 2014, the Department of Public Works agreed to extend the term of the Professional Services Agreement to June 30, 2014 and June 30, 2016, respectively (Attachments 2 and 3). The Department of Public Works also entered into three (3) separate agreements which amended the Professional Services Agreement to include additional seismic geotechnical studies, hydrological (acoustical) analysis and environmental impact studies on August 13, 2013, August 21, 2013 and April 18, 2014 (Attachments 4, 5 and 6). These agreements increased the total amount payable under the Professional Services Agreement by \$108,170.00 for a total contract amount of \$398,170.00.

On July 21, 2015, the Board of Supervisors ratified all of the above-referenced amendments to the Professional Services Agreement (Attachment 7). In addition, the Board of Supervisors also approved an additional amendment to the Professional Services Agreement which added certain seismic geotechnical studies in order to meet the bridge design standards required by the California Department of Transportation, and increased the total amount payable thereunder by \$14,000.00 for a total contract amount of \$412,170.00 (Attachment 8). On June 21, 2016, the term of the Professional Services Agreement was once again extended to June 30, 2018.

The attached eighth amendment to the Professional Services Agreement (Attachment 10) will extend the term thereof to December 31, 2019 and 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: additional environmental support and permitting, project management, utility coordination and right of way assistance.

For all of the reasons stated above, the Department of Public Works recommends that the Board of Supervisors approve and authorize the Chair of the Board to execute, the attached eighth amendment to the Professional Services Agreement.

#### FINANCIAL IMPACT:

The attached eighth amendment to the Professional Services Agreement with Quincy Engineering, Inc. will increase the maximum amount payable thereunder to \$467,170.00. The Federal Highway Administration Highway Bridge Program and Toll Credits will provide 100% of the funding needed to cover such additional costs. Sufficient funds are currently available to cover all agreements to date. Accordingly, approval of the attached eighth amendment to the Professional Services Agreement with Quincy Engineering, Inc. will not impact the Humboldt County General Fund.

The recommended action conforms to the Board of Supervisors' Core Role of providing and maintaining infrastructure as identified in the Board's Strategic Framework.

#### OTHER AGENCY INVOLVEMENT:

California Department of Transportation  
Federal Highways Administration

#### ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board of Supervisors may choose not to approve the attached eighth amendment to the Professional Services Agreement. However, this alternative is not recommended since it may cause federal and state funding for the Pine Hill Road Bridge Replacement Project to be withdrawn.

## ATTACHMENTS:

1. Agreement for Professional Services with Quincy Engineering, Inc. dated April 3, 2012 regarding design engineering and project development for the Pine Hill Road Bridge (04C-173) over Swain Slough (Project Number: 594020) ("Professional Services Agreement")
2. Contract Term Extension dated January 3, 2013 regarding Pine Hill Road Bridge (04C-173) over Swain Slough (Project Number: 594020)
3. Contract Term Extension dated June 25, 2014 regarding Pine Hill Road Bridge (04C-173) over Swain Slough (Project Number: 594020)
4. Agreement for Professional Services dated August 13, 2013 regarding additional Terrestrial Impact Studies for the Pine Hill Bridge (4C-173) over Swain Slough (Project Number: 594020)
5. Agreement for Professional Services dated August 21, 2013 regarding additional Aquatic Impact Studies for the Pine Hill Bridge (4C-173) over Swain Slough (Project Number: 594020)
6. Agreement for Professional Services dated April 18, 2014 regarding Detailed Seismic Studies for the Pine Hill Bridge (4C-173) over Swain Slough (Project Number: 594020)
7. Agenda Item dated July 21, 2015 regarding ratification of all previous modifications of the Professional Services Agreement
8. Amendment to the Professional Services Agreement regarding additional Seismic Geotechnical Studies for the Pine Hill Road Bridge (04C-173) over Swain Slough (Project Number: 594020)
9. Amendment to the Professional Services Agreement dated June 21, 2016 regarding extension of the term thereof to June 30, 2018
10. Eighth Amendment to the Professional Services Agreement regarding additional environmental support and permitting, project management, utility coordination and right of way assistance for the Pine Hill Road Bridge (04C-173) over Swain Slough (Project Number: 594020)
11. Certificate of Liability Insurance for Quincy Engineering, Inc.

## ATTACHMENT 1

Agreement for Professional Services with Quincy Engineering, Inc. dated April 3, 2012 regarding design engineering and project development for the Pine Hill Road Bridge (04C-173) over Swain Slough (Project Number: 594020)

BOS AGREEMENT NO. 594020  
DPW AGREEMENT NO. 594020  
PROJECT NO. 594020

COUNTY OF HUMBOLDT  
DEPARTMENT OF PUBLIC WORKS  
AGREEMENT FOR PROFESSIONAL SERVICES

DESIGN ENGINEERING  
AND  
PROJECT DEVELOPMENT  
FOR  
PINE HILL ROAD BRIDGE (04C-0173)  
OVER SWAIN SLOUGH

FEDERAL PROJECT NO. BRLO-5904 (112)

THIS AGREEMENT, made and entered into this 3 day of April, 2012 by and between the COUNTY OF HUMBOLDT, hereinafter called "COUNTY", and Quincy Engineering, Inc., a California corporation, hereinafter called "CONSULTANT".

ARTICLE I  
INTENT OF AGREEMENT

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

ARTICLE II  
SERVICES OF CONSULTANT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE III SERVICE OF COUNTY

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

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

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

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

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

### ARTICLE IV TIME OF COMPLETION

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

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

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

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

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

#### ARTICLE V PAYMENT FOR SERVICES

5.01 COUNTY shall pay CONSULTANT for all engineering work required in the satisfactory completion of this Agreement an amount to be determined in accordance with the "Fee Schedule" attached hereto and marked Exhibit "C" and incorporated herein by reference as though fully set forth herein. The basis of payment for the services to be furnished shall be on an hourly rate plus non-salary expenses (other direct costs).

5.02 It is mutually agreed between COUNTY and CONSULTANT that payments to CONSULTANT including the total amount of salaries and expenses shall not exceed \$290,000.00 for that work as set forth in Article II, as described in Exhibit "B" of this Agreement and the attached Summary Cost Estimate.

5.03 Payments to CONSULTANT shall be based upon itemized invoices submitted by CONSULTANT. Invoices shall include a summary that identifies all applicable current costs with a summary of contract costs to date.

5.04 CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31 et seq., shall be used to determine the permissibility of individual items of cost.

5.05 The CONSULTANT also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.



5.06 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., or 49 CFR Part 18, Uniform Administrative requirements for Grants and Cooperative Agreements to State and Local governments, are subject to repayment by CONSULTANT to County.

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

5.08 If COUNTY substantially alters the scope of work the maximum fee may be changed by Supplemental Agreement.

#### ARTICLE VI PROJECT INSPECTION AND ACCOUNTING RECORDS

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

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

#### ARTICLE VII DISPOSITION OF FINAL PLANS

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

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

## ARTICLE VIII DISPUTES

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

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

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

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

## ARTICLE IX TERMINATION OF CONTRACT

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

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

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

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

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

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

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

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

#### ARTICLE X RESPONSIBILITY FOR CLAIMS AND LIABILITIES

##### 10.01 HOLD HARMLESS INDEMNIFICATION CLAUSE

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

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

#### ARTICLE XI GENERAL COMPLIANCE WITH LAWS

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

**ARTICLE XII  
ENDORSEMENT OF PLANS**

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

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

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

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

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

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

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

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

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

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

#### ARTICLE XIV INDEPENDENT CONTRACTOR

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

#### ARTICLE XV COVENANT AGAINST CONTINGENT FEES

15.01 The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of making this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XVI  
SUCCESSOR AND ASSIGNMENTS

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

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

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

ARTICLE XVII  
INDEMNIFICATION

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

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

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

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

ARTICLE XVIII  
CERTIFICATION

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

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

ARTICLE XIX  
NUCLEAR FREE COUNTY ORDINANCE

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

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

COUNTY OF HUMBOLDT

Virginia Barr  
CHAIRMAN, Board of Supervisors

ATTEST:

Arner 4-3-12  
CLERK OF THE BOARD DATE

APPROVAL RECOMMENDED:

Tom Mattson 3/19/12  
TOM MATTSO N DATE  
DIRECTOR OF PUBLIC WORKS

APPROVED AS TO FORM:

AM 3/19/12  
COUNTY COUNSEL DATE

Amy Olsen 3/19/12  
RISK MANAGER DATE

FIRM: Quincy Engineering Inc

John Quincy 3/5/12  
Signature Date

TITLE:

(Print Name and Title of Signer:

If Corporate: Chairman, President or Vice President)

John Quincy 3/5/12  
Signature Date

TITLE:

(Print Name and Title of Signer:

If Corporate: Secretary, Assistant Secretary, CFO or Assistant Treasurer)

IRS IDENT. NO. 680269312



COUNTY OF HUMBOLDT  
DEPARTMENT OF PUBLIC WORKS  
AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT "A"

GENERAL DESCRIPTION OF PROJECT

The selected consultant team will provide all professional services necessary to prepare documents for the construction of Swain Slough Bridge (04C-0173) on Pine Hill Road (3J430). These services shall include but not be limited to bridge type selection, hydraulics report, constructability report, geotechnical investigations and engineering design. In addition, the consultant will work with the Humboldt County Natural Resources Department assisting in the development of environmental documentation for the project, including area of potential effect mapping, project implementation scenarios and the description of how construction activities will occur.

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

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

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

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

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

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

DPW AGREEMENT NO. 594020

COUNTY OF HUMBOLDT  
DEPARTMENT OF PUBLIC WORKS  
AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT "B"

SCOPE OF SERVICES

# Approach & Work Plan

Exhibit B

DPW AGREEMENT NO. 594020

## Detailed Scope for Pine Hill Road Bridge at Swain Slough

The following tasks will be performed by the Quincy Engineering Team for the design of a new bridge and approach roadways:

- Prepare Type Selection Report, Basis of Design and Project Report;
- Detailed plans, specifications, cost estimates and structural calculations pursuant to Caltrans methods;
- Independent check and PS&E certification;
- Geotechnical tests and a materials and geotechnical design report for the bridge and approach roadways in accordance with Caltrans *Local Assistance Procedures Manual* (LAPM);
- Hydraulic studies in accordance with Caltrans LAPM;
- Support Humboldt County Natural Resources Department's CEQA/NEPA Environmental Documents, technical studies and regulatory permits;
- Support Humboldt County's Right of Way Acquisition effort; and
- Coordinate with Humboldt County's Project Manager.

Quincy Engineering, Inc. personnel and its Project Team have provided plans, specifications, and estimates for more than 250 Federal Highway Bridge Program (HBP) projects throughout California. Therefore, the Team recognizes the importance of maintaining close coordination and cooperation with the County throughout the PS&E process. With this in mind, we have developed and utilize an efficient project approach that expedites this process. Tasks are defined and numbered in this discussion in accordance with the scope of work typical of HBP projects.

The Quincy Engineering design process is carried out under procedures that closely parallel those of local agencies and Caltrans. Our Management Plan outlines areas of responsibility for key people during the design process and describes Quality Assurance/Quality Control procedures for independent design checks and reviews, as well as the administrative guidelines dealing with signatures, approvals, and records.

Quincy Engineering will be utilizing the information, standards, and details for this project as provided by the following Caltrans documents/manuals:

- *Bridge Design*
- *Specifications Manual*
- *Bridge Design Details Manual*
- *Bridge Design Aids Manual*
- *Bridge Design Practice Manual*
- *Bridge Memos to Designers*
- *Standard Plans (2010)*
- *Standard Specifications (2010)*
- *Guide for the Submittal of Plans, Specifications and Estimates*
- *Externally Financed Projects Branch (EFPB) Information and Procedures Guide*
- *Standard Special Provisions*
- *Bridge Standard Detail Sheets*
- *CADD Users Manual of Instruction*
- *Local Assistance Procedures Manual*

Quincy Engineering's detailed *Scope of Work* for this project is as follows:

### PHASE 1- PRELIMINARY ENGINEERING

#### TASK 1 - PROJECT MANAGEMENT

##### Task 1.1 - Project Management

Quincy Engineering, Inc. (QEI) knows that successful projects require attention and must be managed towards success. The Project Management task includes management, tracking, and communication of project engineering design budget, administrative costs, project progress reporting, and coordination with the County, as well as other project stakeholders, and the entire Project Development Team (PDT).

QEI will develop, track, and lead the following project management tasks:

- Critical Path Schedule;
- Quarterly in person PDT meetings;
- Weekly teleconference meetings;
- Meeting Agendas, Minutes, and Action Item Summaries; and
- Monthly Invoices, Progress Reports, and Look-Ahead Summaries.

##### Task 1.2 - Project Review Meetings

A kick-off meeting will be held after the notice to proceed and will introduce the Project Team, establish communication channels, set the project schedule, clarify the scope of work, and define the roles and responsibilities of the various Team members. Subconsultants will participate in Project Team meetings as needed, either by attending in person or by teleconference when appropriate.

#### Task 1 Products:

- Final Scope/Schedule
- Kick-off Meeting
- Project Meetings (4)
- Project Progress Reports
- Weekly Teleconference Meetings

# Approach & Work Plan

Exhibit B

DPW AGREEMENT NO. 594020

## TASK 2 - TOPOGRAPHIC SURVEY & STREAM CROSS-SECTIONS

QEI will review the detailed topographic survey that will be provided by the County for use during preliminary and final engineering. QEI will field verify critical physical features. We understand that the County will provide supplemental surveys if required. These may include slough cross sections, test borings & utility locations per USA markings, existing property boundary information, among others.

### Task 2 Products:

- Topographic Surveys & Mapping Review
- Supplemental Surveys (if needed by County)

## TASK 3 - PRELIMINARY ENGINEERING

### Task 3.1 - Basis of Design

A Basis of Design document will be developed to summarize previously prepared information for the project, key project development standards, traffic count data as provided by the County, an evaluation of bridge replacement options, traffic detour recommendations and confirmation of the scope of work required to complete PS&E. This document will establish the design criteria and layout the preliminary bridge alternatives and associated costs.

### Task 3.2 - Preliminary Roadway & Detour Plans

One horizontal and three vertical alignment options utilizing the site topographic survey information. Right-of-way, safety, utility, environmental, and other potential impacts may determine that one vertical alignment is preferred over the other. Design speed and safety through the project limits will be considered. Discussions shall include design, right-of-way, environmental, economic, and safety issues. Preliminary Plan and Profile (Geometric Approval) drawings will be prepared for each alignment alternative. Each alternative will be clearly defined (e.g., Alternative A, B, C, etc.) and all aspects of each alternative will be discussed separately for ease of reference in the environmental documents. An "Engineers Opinion of Probable Construction Cost" will be prepared and will include appropriate contingency factors for this level of design. Other issues affecting the final design such as right-of-way, construction staging and access, utility relocation, traffic detours, drainage, and design exceptions if needed will also be addressed.

### Task 3 Products:

- Basis of Design
- Preliminary Plan & Profile Sheets
- Preliminary Roadway, Bridge & Project Cost Estimates
- Bridge Advance Planning Studies
- Alternative Aesthetic Treatment Photos
- 35% Plans of Preferred Alternative
- Project Report

### Task 3.3 - Advanced Planning Studies & Type Selection Report

The appropriate bridge structure type will be dictated by public safety, traffic handling, constructability, site constraints, environmental and hydraulic concerns, right-of-way, and economics. The three Advance Planning Studies will be developed based on the site topographic information, preliminary geotechnical report, preliminary hydraulic analysis and the preliminary environmental findings.

Different foundation types will also be evaluated at this time if appropriate. The purpose of the APS will be to evaluate the feasible structure alternatives and develop a recommendation for the County's review and type selection approval. The APS & Type Selection Report will include:

- Feasible alternative bridge types, span arrangements, and construction methods.
- Each planning study will include plan, elevation, and section views.
- A description of the advantages and disadvantages of each alternative will also be developed so that the County can judge each alternative on its own merits.
- An "Engineer's Opinion of Probable Construction Cost" for each alternative will be developed.
- Our Team's recommendation as to which of the alternatives is the most appropriate for the site will also be updated.

### Task 3.4 - Project Report

A Project Report will summarize the findings of the completed work-to-date. In summary, the report will include the following:

- Site visit (field investigation) notes
- Design Hydraulic Study
- Preliminary Geotechnical Report
- Preliminary right-of-way information
- Utility relocation/protection information
- Preliminary construction staging and detour
- Bridge APS drawings
- Bridge Type Selection Report
- APS discussion and evaluation
- Summary of environmental studies
- Construction cost estimate for each alternative
- Alignment and bridge type selection recommendation

# Approach & Work Plan

Exhibit B

DPW AGREEMENT NO. 594020

- requirements
- Preliminary alignment drawings

- Schedule to complete final design and construction
- 35% Plans of the preferred alternative

This report will be presented to and discussed with the County in draft form. All comments will be addressed and incorporated into the final report. Final design will occur upon concurrence by the County and approval of the environmental documents by Caltrans/FHWA. The approved report will become the basis for the project's final design.

## TASK 4 - HYDROLOGY & HYDRAULICS

For the Pine Hill Road Bridge (Bridge No. 04C-0173) over Swain Slough in Humboldt County (County), WRECO will be responsible for the Bridge Location Hydraulic Study and Bridge Design Hydraulic Study Report. WRECO will provide the Project Team's structural engineers with necessary hydraulic data for their bridge structure and foundation design.

### Task 4.1 - Data Review

WRECO will review available data provided by the County and the Project Team. Key information to review will be the available hydrologic and hydraulic data for Swain Slough.

### Task 4.2 - Field Reconnaissance

WRECO will conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site.

### Task 4.3 - Hydrologic Analysis

WRECO's preliminary research of the Federal Emergency Management Agency's (FEMA) Flood Insurance Study (FIS) indicated that there was no detailed study available. WRECO will perform a hydrologic analysis using the USGS gaging station data and Unit Hydrograph Method.

#### Task 4 Products:

- Bridge Location Hydraulic Study Report (Draft & Final)
- Bridge Design Hydraulic Study Report (Draft & Final)

### Task 4.4 - Hydraulic Analyses

WRECO will perform hydraulic analyses to determine the design flow characteristics for the existing and proposed conditions. WRECO will perform the hydraulic analysis of Swain Slough using the U.S. Army Corps of Engineer's HEC-RAS computer model. WRECO will coordinate with the Project Team to obtain the surveyed slough cross-sections to be used for the hydraulic analysis. WRECO will address the concern of sea level rise's impact on the proposed bridge.

### Task 4.5 - Bridge Location Hydraulic Study

WRECO will perform a Bridge Location Hydraulic Study and conduct a floodplain risk assessment for the proposed Project. WRECO will prepare a Bridge Location Hydraulic Study Report, which will include the standard Summary of Floodplain Encroachment Form and technical discussions.

### Task 4.6 - Scour Analysis & Countermeasures

WRECO will perform a bridge scour analysis to determine the scour potential for the proposed project per the methodology specified in the Federal Highway Administration's HEC-18 and HEC-23 Manuals. WRECO will make recommendations on the need for scour countermeasures.

### Task 4.7 - Bridge Design Hydraulic Study Report

WRECO will prepare a Bridge Design Hydraulic Study Report to summarize the results from the hydraulic and bridge scour analyses and recommendation for bridge scour countermeasures. The report will include all of the detailed hydraulic model output.

### Schedule for WRECO Deliverables

The Bridge Location Hydraulic Study Report delivery schedule will correspond with the overall environmental study delivery schedule. WRECO will attend one (1) project coordination meeting and participate in two (2) conference calls with the County and Project Team staff.

The draft Bridge Design Hydraulic Study Report will be submitted with the Project Team's Bridge Type Selection Report. The final Bridge Design Hydraulic Study Report will be submitted after the review comments on the draft report are addressed and the bridge design is finalized by the Project Team.

## TASK 5 - GEOTECHNICAL INVESTIGATIONS & FOUNDATION REPORT

SHN will perform the Geotechnical Investigations.

# Approach & Work Plan

Exhibit B

DPW AGREEMENT NO. 594020

## Task 5.1 - Kick-off Meeting

SHN will attend a project kickoff and site review meeting with Quincy Engineering, Humboldt County and other project team members.

## Task 5.2 - Preliminary Foundation Memorandum

SHN will prepare a Preliminary Foundation Memorandum as part of the Preliminary Engineering phase. The memorandum will be based on available subsurface data, as-built drawings or other site data, published geologic mapping and seismicity data, aerial photographs, preliminary project data and site review/reconnaissance. No subsurface exploration will be completed for this task. The Preliminary Foundation Memorandum will summarize anticipated earth materials and conditions based on reference data and site exposures, provide seismic input parameters consistent with current Caltrans practice, discuss roadway approach and channel bank conditions, slope stability, cut/fill slopes, excavation conditions, and discuss conditions and constraints on likely foundation types, including liquefaction potential.

## Task 5.3 - Bridge Foundation Investigation

For Bridge Design, SHN will prepare a Foundation Report based on subsurface exploration and testing following the preliminary phase and bridge type selection. As indicated in the RFP, "the specific scope of work will depend on results of the preliminary phase, especially with respect to support locations, loads and approach configurations."

SHN proposes to define subsurface conditions at the Pine Hill Road bridge site by integrating Cone Penetration Testing (CPT) and machine borings in order to supplement existing subsurface data. Up to four CPT probes will be advanced, with one at each bridge corner being the initial targets. The probes will be advanced to a depth of at least 100 feet, assuming we do not meet practical refusal in the underlying Hookton Formation sediments. Based on the results of the CPT probes, SHN will advance a single deeper machine boring in order to acquire undisturbed (or relatively undisturbed) samples for laboratory testing. SHN is specifically not proposing to advance borings into the Swain Slough channel, as the geologic conditions beneath the channel should not vary significantly from the materials encountered to either side of the channel.

Exploration/testing in evaluation of approach roadway embankment/subgrade conditions will include at least one test boring to 5-10±ft depth at each approach.

The abutment borings will be located on existing roadway shoulders, near the proposed bridge corners. SHN expects these can be drilled within County right-of-way and that warning signs and traffic cones (without flaggers) will provide adequate traffic control. SHN assumes the County will provide all necessary rights of entry for our work. SHN will mark the drill locations and notify USA for location of buried utilities before starting field exploration, and will obtain a Humboldt County Environmental Health Department permit for boring. We assume that the County will work with the California Coastal Commission to determine whether a Coastal Development Permit is required, and obtain the CDP if necessary.

The scope of our proposed services specifically excludes sampling for or evaluation of the presence or distribution of hazardous materials. If hazardous materials are identified during field exploration, SHN will stop work at that location and notify the client; a modified scope of services may be required.

SHN will collect bulk and relatively undisturbed soil/rock samples from the borings for laboratory testing, and backfill the borings with cement grout per County requirements.

The following laboratory tests will be completed at SHN's accredited soils testing laboratory, as appropriate, on selected soil samples retrieved from the test borings. The actual testing program will depend on the materials encountered and the selected bridge type.

- \* Moisture Content/Unit Weight
- \* Unconfined compressive, direct shear and/or triaxial compression tests
- \* Consolidation
- \* Particle size analysis (including fines content)
- \* Atterberg limits
- \* Corrosivity (per Caltrans method: pH, sulfate, minimum resistivity, chloride)
- \* R-value for approach roadway pavement design

The Foundation Report will summarize the subsurface exploration and field and laboratory soils testing, include a "Log of Test Borings" drawing (suitable for inclusion with plans) and discuss encountered earth materials and foundation conditions. The foundation report will contain the following:

- \* Project and Site Description with Vicinity Map

# Approach & Work Plan

Exhibit B

DPW AGREEMENT NO. 594020

- Field and Laboratory Testing Programs
- Site Geology and Subsurface Conditions
- Scour (based on Hydrology/Hydraulics Report prepared by others and field observations)
- Corrosion Evaluation
- Seismic Recommendations with ARS curve per current Caltrans Seismic Design Criteria
- Liquefaction/lateral spread evaluation (based on site-specific field penetration data from CPT/borings and computer modeling)
- Settlement analysis
- Discussion of existing As-Built Foundation Data (if available)
- Foundation Recommendations per current Caltrans LRFD/WSD procedures, including foundation type, settlement, allowable axial and lateral loading (based on L-Pile analyses)
- Approach Fill Earthwork and pavement recommendations
- Construction Considerations
- "Log of Test Boring" drawings, including field and laboratory test results

SHN will submit a draft Foundation Report for review and comment prior to issuance of the final Foundation Report.

## Schedule

Preparation of the Preliminary Foundation Memorandum will commence immediately after the kick-off meeting and can be completed within six to eight (6-8) weeks. Completion of the field investigation and preparation of the Foundation Report will require approximately 12 weeks to complete, assuming the rights of entry are provided, a Coastal Development Permit is obtained (if necessary), and high (flood) water does not preclude site access.

### Task 5 Products:

- Preliminary Foundation Memorandum (Draft & Final)
- Bridge Foundation Investigation Report (Draft & Final)
- Log of Test Borings Drawing

### Task 6 Products:

- Utility Letters

## TASK 6 - UTILITY COORDINATION

QEI will perform early coordination with all utility owners. QEI will facilitate productive ongoing utility coordination with the following efforts:

- Obtain utility maps and identify conflicts with existing utilities
- Perform field review with USA markings following geotechnical borings
- Use Caltrans' utility letters to coordinate any required relocations
- Develop Caltrans Reports of Investigations and Notice to Owner
- Coordinate relocation schedules for timely completion

If needed, it is assumed that the utility owners will provide the design, construction costs, and construction of relocations and that potholing will not be required and considered optional if needed. Relocations cannot commence until any necessary right-of-way has been cleared for construction of the relocations.

## PHASE 2- ENVIRONMENTAL DOCUMENT PREPARATION & PERMITTING SUPPORT

### TASK 7 - ENVIRONMENTAL SUPPORT

#### Task 7.1 - Environmental Support

QEI will coordinate with Humboldt County Public Works and the Natural Resources Department (NRD) as necessary to obtain environmental clearance for the project. It is anticipated that QEI will work closely with the NRD staff and their consultants with the goal of obtaining the environmental clearance in an efficient manner. The sharing of concepts, potential impacts, and mitigation measures will be key in delivering this project. It is anticipated that QEI will develop the Area of Potential Effects mapping and provide NRD CAD files and plans for the various bridge alternatives as requested.

QEI will incorporate the mitigation measures identified in the environmental documents into the plans and specifications if possible. QEI will assist the NRD in developing the environmental permit applications by providing CAD files, technical language, or other information as requested.

### Task 7 Products:

- APE Map
- CAD Files
- Additional Information as Requested by NRD
- Permit Assistance

# Approach & Work Plan

Exhibit B

DPW AGREEMENT NO. 594020

## TASK 8 - ENVIRONMENTAL MEETINGS

QEI will attend a kickoff meeting for the environmental phase of the project that will be held in Humboldt County. Preliminary designs for the bridge replacement project will be available for this meeting and will be discussed with the County and Caltrans. This meeting will facilitate open lines of communication between the Natural Resources Department, Caltrans, and QEI. QEI will also participate in weekly teleconference meetings with the County Natural Resources Department as required.

QEI will attend a scoping session with the regulatory agencies that will have jurisdiction over this project. QEI will assist Public Works and the Natural Resources Department in presenting the options for the bridge replacement project. The goal for this scoping session is to obtain preliminary acceptance from the regulatory agencies so that the formal study and permitting process is more efficient.

QEI will attend one Public & Agency meeting, assist in preparing necessary presentation materials, and assist in the preparation of handouts for the two meetings. QEI will also assist in preparing exhibits to illustrate design concepts and project features. QEI will assist with the preparation of fact sheets, agendas, comment sheets, and other print materials as requested by the County.

### Task 8 Products:

- Environmental Kickoff Meeting (1)
- Environmental Scoping Session (1)
- Public & Agency Meeting (1)
- Weekly Teleconference Meetings with County Staff

## TASK 9 - RIGHT-OF-WAY ASSISTANCE

QEI will delineate the final right-of-way and/or temporary construction easement needs for the County. The County will be responsible for providing all necessary land surveys and securing the right-of-way and/or easements.

### Task 9 Products:

- Final Right-of-Way Delineation

## PHASE 3- FINAL DESIGN

### TASK 10 - FINAL DESIGN & DETAILING (PROJECT REPORT AND PS&E)

#### Task 10.1 - Design & Submittal of 65% Plans (Unchecked Details)

**Bridge Design:** The final bridge designs will be performed in accordance with Caltrans *Bridge Design Specifications* and other Caltrans design manuals. Design will be based on the "Load Resistance Factor Design" method, with TL-93 and permit truck design live loads. Seismic design will be performed in accordance with the Caltrans *Seismic Design Criteria, Version 1.6*, the latest ARS curve updates (2010) and information available from Caltrans Earthquake Research. Computer analysis and design programs used are "state-of-the-art" for bridge design.

**Approach Roadway Design:** The final approach roadway design (Geometric Approval Drawings) will be completed in accordance with County Standards, AASHTO's *"A Policy on Geometric Design of Highways and Streets"*, Caltrans *Highway Design Manual*, and Caltrans *Standard Specifications*. Final grading and drainage details will be developed as well as new/existing roadway conformance details, as required. Cross-sections will be developed on approximately 50-foot intervals.

**Other:** A detour route and project signing plan will be developed as well as bridge and roadway embankment protection (rock slope protection) details. The preliminary estimate will be calculated in accordance with Caltrans' practice and segregated into pay items. The estimate will show quantities, unit costs, and a project cost summary.

The plan sheets will be prepared in CADD according to the County's and Caltrans' drafting standards. Plans will be prepared in English units and will be consistent with Caltrans' Standard Plans. All plans will be signed by the civil engineer (registered in the state of California) in responsible charge of the design, in accordance with the Local Programs Manual. The project is expected to consist of a single span concrete bridge, and is expected to include the following 27 plan sheets:



# Approach & Work Plan

Exhibit B

DPW AGREEMENT NO. 594020

## Roadway Plans (total 15)

Title Sheet and Location Map  
Typical Section  
Layout & Profile Sheet  
Construction Details (2)  
Water Pollution Control  
Contour Grading  
Drainage Plan  
Drainage Profile  
Utility Plan  
Construction Area Signs  
Detour Plan (2)  
Pavement Delineation & Sign Plan  
Quantities Sheets

## Bridge Plans (total 12)

General Plan  
Deck Contours  
Foundation Plan  
Abutment 1 Layout  
Abutment 2 Layout  
Abutment Details No.1  
Abutment Details No.2  
Typical Section  
Miscellaneous Details  
Barrier Details  
Log of Test Borings (2)

Open communication between the County's staff and the Quincy design staff will provide both parties with the opportunity for input during the plan preparation stage. This will ensure that both roadway and bridge design parameters are adequately addressed. A meeting will be held upon completion of the unchecked bridge details to discuss both the bridge and the roadway plans. (This should save considerable time in the County's review of the Draft PS&E because most of the major issues will have been previously discussed and addressed.)

The 65% submittal shall consist of the following:

- Two (2) sets of full sized 22"x34" prints;
- Three (3) bound hard copies, one (1) unbound hard copy and one (1) electronic copy of 11"x17" prints;
- Three (3) copies of the Engineer's Estimate;
- Two (2) copies of the Foundation and Hydraulics Reports; and
- County's "red-lined" set of plans from the previous submittal.
- Specifications outline

### Task 10.2 - Independent Design Check

Once the 65% plans have been submitted, an independent check will commence. A licensed engineer not previously involved with the project will review the plans, design calculations, and geotechnical reports provided by QEI. A comprehensive calculation package of the bridge and foundation systems will be prepared. If discrepancies are found between the calculations and plans, the two engineers will work to come to an agreement on required modifications, which QEI will make to the plans prior to the 100% submittal to Humboldt County.

### Task 10.3 - Specifications

Our Team's special provisions submitted to the County shall be limited to those that deal with materials, order of work, and bridge/roadway items of work. We will develop project special provisions based on Caltrans Standard Special Provisions (SSP) (2010, Sections 8, 9 and 10) and County-provided boilerplate Special Provisions (CSP).

### Task 10.4 - Construction Quantities & Estimate

Construction quantities and the Team's estimate of construction costs (Q and E) will be developed. Quantities will be calculated in accordance with Caltrans' practice and segregated into pay items. The estimate will show quantities, unit costs, and a project cost summary.

### Task 10.5 - Quality Control & Constructibility Review

As an integral part of the Quincy QA/QC Program, a senior level engineer will review the entire draft PS&E (100% PS&E) package for uniformity, compatibility, and constructibility as well as conformance with the Federal HBP requirements.

The review will include comparing bridge plans with the roadway plans for conflicts or inconsistencies, and to ensure that the final design is in accordance with all environmental documents, permit requirements, hydraulics reports, and foundation recommendations. The specifications and estimate will be reviewed for consistency with the plans, and to ensure that each construction item has been covered.

### Task 10.6 - Submittal of 100% (Draft) PS&E

After the QA/QC review has been completed and the plans, specifications, and estimate have been updated, the Draft PS&E along with design, check, and quantity calculations will be submitted to the County for their review.

# Approach & Work Plan

Exhibit B

DPW AGREEMENT NO. 594020

The 100% submittal shall consist of three (3) bound hard copies, one (1) unbound hard copy, and one (1) electronic copy of the following:

- Checked complete 22"x34" replacement structure/roadway and channel plans;
- County Boiler Plate and Special Provisions;
- Detailed construction estimate and working day schedule; and
- County's "red-lined" set of 65% plan comments.

Upon receiving review comments from the County and other agencies, each comment will be reviewed, discussed, and addressed in writing. All conflicts will be resolved, as necessary and appropriate modifications will be made to the plans, specifications, and estimate. Full-sized and half-sized contract plans as well as hard copy and computer files (MS Word format) of special provisions (for bidding purposes) will be provided. The County will compile and duplicate the actual bid documents for advertising.

## Task 10.7 - Draft 100% PS&E

Quincy Engineering will submit this set to the Caltrans Local Assistance Engineer. The submittal set will be stamped and signed by the project engineer and will include five sets of design plan prints (22"x34"), special provisions, three sets of quantity calculations, five copies of the cost estimates, and two copies of the independent check calculations.

## Task 10.8 - Independent Final PS&E Review

An independent final review of the PS&E package will be checked for conformance to specific state and federal design specifications. Our review will address constructability concerns as well as provide a review of the project cost estimates.

## TASK 10.9 - Final PS&E (Final Submittal)

The final plans, specifications and estimate will be submitted to include three (3) bound hard copies, one (1) unbound hard copy, and one (1) electronic copy of the following:

- Final design plans with cover sheet stamped and signed by the project engineer in both full- and half-sizes (11"x17") with the cover printed on mylar and the rest printed on vellum);
- One original stamped and wet-signed signature page of the Special Provisions;
- Contract Specifications;
- Final design and design check calculations;
- Quantity and quantity check calculations;
- Working day schedule;
- County's "red-lined" set of 100% plan comments;
- Final Engineer's Estimate;
- Resident Engineer's File & 4-scale drawing produced in the County's format.

### Task 10 Products:

- Bridge & Roadway Design
- 65% Road & Bridge Plans
- 65% Road & Bridge Check Calculations
- Independent Design Check
- Comment Summary Forms
- Specifications
- Roadway & Structure Quantities
- Final Design Calculations
- Construction Cost Estimate
- QA/QC Checklist
- Draft 100% PS&E
- Independent Final PS&E Review
- 100% Final PS&E
- RE Pending File

## PHASE 4- BID PHASE ASSISTANCE

### TASK 11 - BIDDING & POST-AWARD ASSISTANCE

The individuals that were directly involved in the design will be available during the bid period to interpret the plans and specifications, prepare addenda if needed, and provide general consultation to the County to obtain bids. When the construction bids are opened, Quincy Engineering will be available to provide analysis and recommendations concerning award of the contract.

#### Task 11.1 - Bidding Assistance

QEI will provide the following bidding assistance services for Humboldt County Public Works:

- Attend pre-bid and pre-construction meetings and answer bidder questions; and
- Respond to Requests for Information and prepare addenda, as needed.

### Task 11 Products:

- Pre-Bid & Pre-Construction Meeting Attendance (2)
- Plan Review
- Response to RFIs & CCOs
- Shop Drawing Review (Optional)
- Site Inspection (Optional)

# Approach & Work Plan

Exhibit B

DPW AGREEMENT NO. 594020

## Task 11.2 - Construction Design Assistance (Optional)

QEI will provide the following construction support services for Humboldt County Public Works if requested:

- Review and provide comments on shop plan drawings;
- Construction site observations; and
- Develop updated plans or plan revisions as needed.

## PHASE 5- ENVIRONMENTAL AND PERMITTING SUPPORT

### TASK 12 - ENVIRONMENTAL AND PERMITTING SUPPORT

Included in Task 7.1

DPW AGREEMENT NO. 594020

COUNTY OF HUMBOLDT  
DEPARTMENT OF PUBLIC WORKS  
EXHIBIT "C"

CONSULTANTS FEE SCHEDULE

### Pine Hill Bridge Hours

DPW AGREEMENT NO. 594020

Project Name: Pine Hill Bridge over Swain Slough  
Project Number: JP1310

Page 7



DPW AGREEMENT NO. 594020

Exhibit C

**Cost Proposal Summary****Pine Hill Bridge Replacement Project**

Project: Project Name: Pine Hill Bridge over Swain Slough  
Project No: JP1510  
Date: 2/21/2012

Direct Labor:		\$76,356.98	
Project Escalation (0% per year):		\$0.00	
Overhead (1.66):		\$127,057.98	
A. Subtotal:		\$203,414.94	
Subconsultant Costs:			
(1). WRECO (uDBE):		\$15,430.00	5.3% uDBE
(2). SHN:		\$44,955.00	
B. Subconsultant Subtotal:		\$60,385.00	
Other Direct Costs:			
Travel	5200	@ \$0.650 per ml.	\$2,860.00
Lodging/Meals	14	\$150	\$2,100.00
Printing: Color		10000 0.07	\$700.00
Overnight deliveries	8	@ \$24.82/ea	\$198.56
C. Direct Cost Subtotal:		\$5,858.56	
A. =		\$203,414.94	
Fixed fee (10.0%):		\$20,341.49	
B. =		\$60,385.00	
Fixed fee (0.0%):		\$0.00	
C. =		\$5,858.56	
Fixed fee (0.0%):		\$0.00	
		\$290,000.00	
TOTAL Estimate=		\$290,000.00	

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

**Quincy Engineering, Inc.****EXHIBIT C****DPW AGREEMENT NO. 594020****Year 2012 Hourly Rates**

Rates are effective January 1, 2012 through December 31, 2012

<b><u>Labor by Classification</u></b>	<b><u>Hourly Rate</u></b>
Principal Engineer/ Project Manager	\$50-80
Senior Engineer / Project Engineer	
Resident Engineer / Survey Manager	\$44-78
Senior Engineer / Design Engineer	\$40-73
Associate Engineer / Bridge Representative	\$35-68
Assistant Engineer	\$25-46
Assistant Surveyor	
Engineering Assistant/Technician	\$16-33
Surveying Assistant/Technician	
Engineering Detailer/ Draftsman	\$20-46
Drafting Technician	\$15-30
Administrative Assistant	\$15-36
Office Support Staff	\$10-26
<b><u>Overhead</u></b>	<b><u>166.4%</u></b>

<b><u>Other Direct Costs</u></b>	<b><u>Rate</u></b>
Office Computer & Software	Included in Overhead
Office Phone/Cell/Fax	Included in Overhead
Reproduction	
Black & White in office	Included in Overhead
Vendor	Cost
Delivery	Cost
Car Mileage	Current Federal Rate (\$.555/mi. eff. 1-1-12)
Other Travel	Cost
Subconsultants	Cost
Short Term Per Diem	\$150 per day
Long Term Per Diem	\$2000 per month
Pickup Truck	\$1400 per month
Field Computer/Printer	\$100 per month
Field Cellular Phone	\$60 per month
Survey Equipment	Included in Overhead
Prevailing Wage Differentials	Cost
Misc.	Cost

**Fee**

Labor + Overhead	10%
Other Direct Costs	0%

**Note: 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.**

AGREEMENT FOR PROFESSIONAL SERVICES  
EXHIBIT "D"

INSURANCE REQUIREMENTS

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

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



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

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

**IV. HOLD HARMLESS/INDEMNIFICATION CLAUSE:**

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

EXHIBIT "B"

DPW AGREEMENT NO. 594020

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

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

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

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

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

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

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

  
\_\_\_\_\_  
Signature of ENGINEER

EXHIBIT "F"

DPW AGREEMENT NO. 594020

NON-LOBBYING CERTIFICATION

I HEREBY CERTIFY that I am the PROJECT MANAGER, and duly authorized representative of the firm of QUINCY ENGINEERING INC. and that neither I nor the above firm I hereby represent has:

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

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

FIRM: QUINCY ENGINEERING INC.

BY: 

TITLE: PRINCIPAL ENGINEER

DATE: 2-20-12

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

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM				
LOCAL AGENCY: <u>Humboldt County Public Works</u>		LOCATION: <u>Eureka, California</u>		
PROJECT DESCRIPTION: <u>Design of Pine Hill Road Bridge (04C-0173) Over Swain Slough</u>				
PROPOSAL DATE: <u>January 13, 2012</u>				
PROPOSER'S NAME: <u>Quincy Engineering, Inc.</u>				
CONTRACT UDBE GOAL (%): <u>0.9%</u>				
WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a UDBE)	UDBE CERT NO. AND EXPIRATION DATE	NAME OF EACH UDBE (Must be certified at the time proposals are due - Include UDBE address and phone number)	PERCENT PARTICIPATION OF EACH UDBE
Task 4	Hydrology/Hydraulics	BART #30066 Exp. 8/13	WRECO (UDBE) 1243 Alpine Road, Suite 108 Walnut Creek, CA 94596 (925) 941-0017	5.3%
For Local Agency to Complete:			Total Claimed UDBE Commitment	
Local Agency Proposal Number: <u>594020</u>			5.3 %	
Federal-Aid Project Number: <u>BRLO-5904(112)</u>				
Federal Share: <u>100%</u>				
Proposal Date: <u>January 13, 2012</u>				
Local Agency certifies that the UDBE certifications have been verified and all information is complete and accurate/unless noted otherwise.			Signature of Proposer: <u>James L. Foster, Jr.</u>	
Chris Whitworth			January 12, 2012 (916) 368-9181	
Print Name			Date (Area Code) Tel. No.	
Local Agency Representative			James L. Foster, Jr., P.E.	
Signature			Person to Contact (Please Type or Print)	
Date				
(Area Code) Telephone Number: <u>(707) 445-7377</u>			Local Agency Proposer UDBE Commitment (Consultant Contracts) (Rev 6/27/09)	

Distribution: (1) Original - Local agency files

EXHIBIT 10-02 Local Agency Proposer DBE Information (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM				
LOCAL AGENCY: <u>Humboldt County Public Works</u>		LOCATION: <u>Eureka, California</u> PROJECT		
DESCRIPTION: <u>Design of Pine Hill Road Bridge (04C-0173) Over Swain Slough</u>				
TOTAL CONTRACT AMOUNT (\$): <u>Cost To Be Determined</u>				
PROPOSER'S NAME: <u>Quincy Engineering, Inc.</u>				
WORK ITEM NO.	DESCRIPTION OF SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number)	DOLLAR AMOUNT OF EACH DBE
Task 4	Hydrology/Hydraulics	BART #30066 Exp. 8/13	WRECO (UDBE) 1243 Alpine Road, Suite 108 Walnut Creek, CA 94596 (925) 941-0017	\$15,430.00
For Local Agency to Complete:			Total Claimed DBE Participation	
Local Agency Contract Number: <u>594020</u>			\$ <u>15,430.00</u>	
Federal-Aid Project Number: <u>BRLO-5904(112)</u>			5.3 %	
Federal Share: <u>9400</u>				
Contract Award: <u>February 13, 2012</u>				
Local Agency certifies that the DBE certifications have been verified and all information is complete and accurate.			Signature of Proposer <u>[Signature]</u>	
Chris Whitworth Print Name			January 12, 2012	
Local Agency Representative			(916) 368-8181	
(Area Code) Telephone Number: <u>(707) 445-7377</u>			Date	
For Caltrans Review:			James L. Foster, Jr., P.E.	
			Person to Contact (Please Type or Print)	
Print Name			Local Agency Proposer DBE Information (Consultant Contracts)	
Signature			(Rev 6/27/99)	
Date				

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

## ATTACHMENT 2

Contract Term Extension dated January 3, 2013 regarding Pine Hill Road Bridge  
(04C-173) over Swain Slough (Project Number: 594020)



H07-300  
040  
9

Mr. Chris Whitworth, Deputy Director  
Humboldt County Department of Public Works  
1106 Second Street  
Eureka, CA 95501  
(707) 445-7377

January 3, 2013

**Re: Pine Hill Road Bridge (04C-173) over Swain Slough  
Contract Amendment 1 – Contract Time Extension**

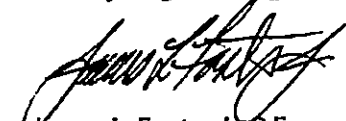
We respectfully request that our current design contract be amended to extend until June 30, 2014. The current contract expires on February 13, 2013. The time extension is needed to process the environmental document approval and provide the project PS&E.

Your fair consideration and approval of this contract amendment request would be greatly appreciated.

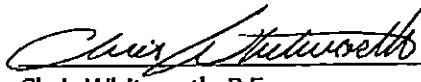
If you concur with our request, please sign each copy of this letter and return one to us.

If you have any questions, please give me a call.

Sincerely,  
Quincy Engineering, Inc.

  
James L. Foster Jr. P.E.,  
Project Manager

Approved:

 Date: 1/3/2013  
Chris Whitworth, P.E.,  
Deputy Director  
Humboldt County Department of Public Works

developing YOUR vision | delivering YOUR project

20  
YEARS



### ATTACHMENT 3

Contract Term Extension dated June 25, 2014 regarding Pine Hill Road Bridge (04C-173) over Swain Slough (Project Number: 594020)



H07-300

040

(11)

Mr. Chris Whitworth, Deputy Director  
Humboldt County Department of Public Works  
1106 Second Street  
Eureka, CA 95501  
(707) 445-7377

June 20, 2014

**Re: Pine Hill Road Bridge (04C-173) over Swain Slough  
Contract Amendment 3 – Contract Time Extension**

Chris,

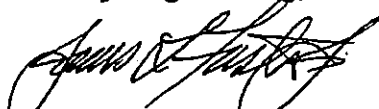
We respectfully request that our current design contract be amended to extend until June 30, 2016. The current contract expires on June 30, 2014. The time extension is needed to process the environmental document approval and provide the project PS&E.

Your fair consideration and approval of this contract amendment request would be greatly appreciated.

If you concur with our request, please sign each copy of this letter and return one to us.

If you have any questions, please give me a call.

Sincerely,  
Quincy Engineering, Inc.

  
James L. Foster Jr. P.E.,  
Project Manager


APPROVED BY

DATE

6-30-14

RECEIVED

Approved:



Date: 6/25/2014

Chris Whitworth, P.E.,  
Deputy Director  
Humboldt County Department of Public Works

## ATTACHMENT 4

Agreement for Professional Services dated August 13, 2013 regarding additional Terrestrial Impact  
Studies for the Pine Hill Bridge (4C-173) over Swain Slough  
(Project Number: 594020)

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

This Agreement is entered into this 13<sup>th</sup> day of August, 2013, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter called COUNTY, and Quincy Engineering, hereinafter called CONSULTANT.

**RECITALS.**

COUNTY desires professional assistance in the performance of studies to determine the potential impacts to the aquatic environment of bridge replacement, which work is hereinafter referred to as the TASK or PROJECT, and COUNTY desires to have services performed in accordance with COUNTY'S needs.

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

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

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

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

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

**1. TERM OF AGREEMENT**

- A. The term of this Agreement shall be for 180 days beginning as of the Effective Date and ending 180 calendar days later.
- B. Notwithstanding the foregoing, COUNTY shall not be obligated for payments hereunder for any future fiscal year unless or until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S budget for the fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds for this Agreement were appropriated. COUNTY shall notify CONSULTANT, in writing, of such non-appropriation at the earliest possible date. However, any term herein which, by its nature extends beyond the end or termination of this Agreement, remains in effect until fulfilled (including, without limitation, unfulfilled payment obligations, and outstanding liabilities).

**2. OBLIGATIONS OF COUNTY**

COUNTY agrees to do the following:

- A. Provide background data as needed for work, including work files as applicable to this PROJECT.

- B. Provide the right of entry for CONSULTANT and subcontractor personnel.
- C. Designate a representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- D. Give thorough consideration to all sketches, proposals, and other documents submitted by CONSULTANT, and to inform the CONSULTANT in writing of decisions about such matters within a reasonable time so as not to interrupt or delay the work of the CONSULTANT.
- E. Review and respond to written correspondence within 2 weeks of receipt.

### **3. OBLIGATIONS OF CONSULTANT**

- A. Scope of Service. The CONSULTANT Basic Scope of Services for the PROJECT are as described below, including any other services identified in this Agreement as part of Services, which are described in Exhibit "A", attached hereto.
- B. Schedule: The technical studies and reports will be completed within 180 days from execution of this Agreement.
- C. Exclusions. The items below, if any, are not considered within the Scope of Basic Services, however can be provided by CONSULTANT as an Additional Service:
  - 1. Additional Services: Additional Services require specific written request from CONSULTANT with associated proposed cost, followed by written authorization from COUNTY prior to commencement of any work not defined as part of Basic Services. Additional Services shall be compensated on the basis of Section 4. E, below.

### **4. COMPENSATION TO CONSULTANT**

- A. The COUNTY agrees to pay the CONSULTANT, for performance of the Basic Services contemplated under the terms of this agreement on a time and expenses basis for a maximum fee in the sum of \$43,204 (Forty three thousand two hundred four dollars).
- B. CONSULTANT shall not be entitled to any additional payments in excess of \$43,204 (Forty three thousand two hundred four dollars) except by express prior, written authorization of the COUNTY. CONSULTANT shall be responsible for all of its expenses incurred in performing services under this agreement.
- C. CONSULTANT's fee shall be full compensation for all costs and expenses incurred by CONSULTANT in connection with the performance of all said services, including but not limited to, all costs of labor and services of all employees, consultants, and all other persons retained or employed by CONSULTANT. Standard hourly and expense rates attached in Exhibit "A" shall be used as a basis for determining compensation for the CONSULTANT'S basic services.
- D. Progress Billings/Payments. During the performance of the Work, CONSULTANT will prepare and submit progress billings to COUNTY monthly. Payments on account of services shall be paid monthly in proportion to the degree of completion of such services with balances due and payable within 30 days.
- E. Additional Compensation. Additional Services, when compensated on an hourly basis, will be billed at the rates set forth below.

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

## 5. INSURANCE AND INDEMNITY

- A. Defense and Indemnification for Design Professional Services. To the fullest extent permitted by law, and in accordance with Civil Code §2782.8, CONSULTANT shall indemnify, defend and hold harmless COUNTY, its officers, agents and employees, from any claim, liability, loss, injury or damage (collectively, "Litigation") that arises out of, pertains to, relates to, or is connected with, performance of this Agreement due to the negligence, recklessness, or willful misconduct of CONSULTANT and/or its agents, employees or subconsultants. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify, defend and hold harmless COUNTY under this Agreement.
- B. Defense and Indemnification for Non-Design Professional Services. CONSULTANT shall hold harmless, defend and indemnify COUNTY and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of Litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify, defend and hold harmless COUNTY under this Agreement.
- C. Acceptance of insurance, if required by this Agreement, does not relieve CONSULTANT from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONSULTANT'S operations regardless if any insurance is applicable or not.
- D. Workers' Compensation insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against County, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation. If Contractor has no employees, Contractor may sign and file the following certification in lieu of insurance:
- "I am aware of the provisions of the California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with provisions of that code before commencing with and during the performance of the work of this contract."*

## 6. COUNTY REPRESENTATIVE

- A. The Director of Public Works shall represent COUNTY in all matters pertaining to the services to be rendered under this Agreement. All requirements of COUNTY pertaining to services to be rendered shall be given through the office of COUNTY'S representative. In all

matters. CONSULTANT shall cooperate with COUNTY'S representative in such manner as will result in the performance of the work without undue delay.

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

#### 7. PROFESSIONAL SERVICES

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

#### 8. COUNTY'S RIGHT TO TERMINATE AGREEMENT

- A. If the CONSULTANT fails to perform or provide prompt, efficient and thorough service, and fails to correct such failure upon reasonable notice, the COUNTY shall have the right to cancel or terminate the Agreement immediately, upon notice, and take possession of all studies, drawings, computations, and specifications, insofar as they are complete and acceptable to COUNTY. COUNTY shall pay to CONSULTANT an equitable portion of the total remuneration of the Agreement for the portion of the work acceptable to the COUNTY at the time the Agreement is terminated, less the amount of any reasonable damages sustained by the COUNTY due to the breach of this Agreement by the CONSULTANT.
- B. COUNTY may, at any time and for any reason, upon 30 days written notice, terminate this Agreement and pay only for those services rendered as of the date when termination is effective.
- C. Notice may be given by delivering a copy of said notice to CONSULTANT personally, or by mailing a copy of said notice to CONSULTANT. Notice shall be deemed received two days after the mailing of said notice.

CONSULTANT: Quincy Engineering  
3247 Ramos Circle  
Sacramento, CA 95827

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

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

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

#### 10. COUNTY'S LICENSE TO USE DOCUMENTS

The parties recognize that under Civil Code Section 980, CONSULTANT is the exclusive owner of the design and other documents created by CONSULTANT pursuant to this Agreement, and the CONSULTANT may control the distribution and use of said documents. CONSULTANT agrees that the COUNTY, upon termination or cancellation of this Agreement for any reason whatsoever, shall acquire a license to copy, reproduce, and use

for its own purposes, said documents. More specifically, CONSULTANT agrees that COUNTY may use said documents for completion of the PROJECT even though CONSULTANT'S services may have been terminated. CONSULTANT shall be entitled to no additional compensation for use by the COUNTY of these documents.

#### 11. GOVERNING LAW AND VENUE

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

#### 12. CONSULTANT NOT OFFICER, EMPLOYEE OR AGENT OF COUNTY

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

#### 13. PROVISIONS REQUIRED BY LAW

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

#### 14. AGREEMENT SHALL BIND SUCCESSORS AND SURVIVORS

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

#### 15. ASSIGNMENT

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

#### 16. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

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

#### 17. COMPLIANCE WITH LAWS

- A. CONSULTANT agrees to use professional standards of care to comply with all local, state and federal laws and regulations including but not limited to the Americans with Disabilities Act. CONSULTANT further agrees to use professional standards of care to comply with applicable federal, state and local licensing standards, any applicable accrediting standards,



and any other standards or criteria established locally or by the state or federal governments.

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

**18. ENTIRE AGREEMENT**

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

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

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

**20. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISION**

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

**21. NO WAIVER OF DEFAULT:**

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

**22. ATTORNEY FEES ON BREACH**

CONTRACTOR and COUNTY each agree that in the event any action, suit or proceeding be commenced to complete the performance of this Agreement or to seek damages for breach

thereof, it will pay reasonable attorney's fees (including reasonable value of services rendered by County Counsel) to the prevailing party, to be awarded and fixed by the court, and to be taxed as cost and to be included in the judgment thereon rendered.

**APPROVED AND EXECUTED:**

**TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:**

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

**County Of Humboldt**

By:

Thomas K. Mattson – Public Works Director

By:

Phillip Smith-Hanes – County Administrative Officer

DATE OF EXECUTION ("Effective Date"): 8/13/13

**Consultant: Quincy Engineering**

By:

Title:

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

Date:

By:

Title:

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

Date:

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

**INSURANCE REQUIREMENTS:**  
**(PRE-APPROVED FORM)**  
Risk Manager

## Exhibit A

# PINE HILL ROAD AT SWAIN SLOUGH BRIDGE REPLACEMENT ABOVE-GROUND TASKS PROJECT UNDERSTANDING AND SCOPE OF WORK

## PROJECT UNDERSTANDING

### *Role of North State Resources*

North State Resources, Inc. (NSR) will be a subconsultant to Quincy Engineering, Inc. (QEI) and will be responsible for completing the requested environmental services for the Pine Hill Road at Swain Slough Bridge Replacement Project. Specifically, NSR will complete the following technical studies: botanical survey, wetland delineation, and a farmland impact analysis.

NSR will coordinate with QEI, Humboldt County Public Works Department – Natural Resources Division (County) and the California Department of Transportation (Caltrans) District 1 Local Assistance Office to ensure compliance with the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), Caltrans Local Programs Manual – Volume I, and other applicable environmental laws and regulations. The County will serve as the Lead Agency under CEQA with Caltrans serving as the NEPA Lead Agency under its NEPA delegation authority from the Federal Highway Administration (FHWA). The County will be responsible for preparing and approving the CEQA document and completing the required permit applications. It is our understanding that the cultural resources investigation has been completed by another consultant.

### *Project Overview*

The project is located south of Eureka and east of U.S. Highway 101, in Humboldt County. Pine Hill Road is a Rural Local Road with a current average daily traffic (ADT) of 250 that connects Elk River road with Meyers Avenue and Herrick Road. Swain Slough, which is located in the Elk River watershed, confluences with the Elk River 0.5 mile downstream. Elk River drains into Humboldt Bay 1.5 miles further downstream; due to this close proximity to Humboldt Bay, Swain Slough is tidally influenced.

The purpose of the Pine Hill Road at Swain Slough Bridge Replacement Project is to improve public safety and hydraulic capacity by replacing an existing two-lane, three-span, bridge with a new, two-lane, single-span, bridge structure. The existing bridge is considered structurally deficient and functionally obsolete with a sufficiency rating of 44.6. This project will receive federal funds through the Federal Highway Administration (FHWA) Highway Bridge Program (HBP). The new bridge structure will either be a cast in place, pre-stressed concrete slab or a box girder. The County anticipates the closure of Pine Hill Road during construction, using an existing, adjacent road as a prime detour route that extends 1.6 miles.

### *Key Environmental Issues*

Based on a preliminary review of available information, including the completed and approved Preliminary Environmental Studies (PES) form provided by QEI, NSR identified the following potential issues that may need to be addressed during the environmental compliance process:

**Botanical Resources:** A review of the California Natural Diversity Database (CNDDB) for the Eureka, California 7.5-minute quadrangle map showed occurrences for the following special-status plant species within a five-mile radius of the project:

area: marsh pea (*Lathyrus palustris*), a Rare Plant Rank of 2.2; coast  
sidalcea (*Sidalcea oregana ssp. eximia*), a Rare Plant Rank of 1B.2; and  
Lyngbye's sedge (*Carex lyngbyei*), a Rare Plant Rank of 2.2.

**Jurisdictional Waters and Riparian Habitat:** Construction of the new bridge and approaches could result in impacts on Swain Slough and adjacent riparian habitat and wetlands. There may be potential for farmed wetlands to occur within the project site based current agricultural operations in the vicinity. Since the project site is located within the Coastal Zone, single-parameter wetlands (e.g., features that meet one of the following criteria: hydric soils, hydrology, or hydrophytic vegetation) will also need to be mapped as part of the wetland delineation.

**Coastal Zone Consistency:** The project site is located within "coastal zone" lands under the jurisdiction of the California Coastal Commission. A coastal development permit for grading and bridge construction will need to be obtained by the County prior to the start of the construction.

**Agricultural Resources:** The project may encroach on a parcel of land that is currently in agricultural production and may be under a Williamson Act Contract. Proposed project construction activities could require conversion of lands currently used for agricultural production and/or potentially encumbered under a Williamson Act contract for non-agricultural uses. A farmland impact assessment may be required to assess the loss of important farmland.

There are no significant changes in the horizontal or vertical alignment, so the project is not classified as a Type I project, as defined in 23 CFR 772.5 (h). Consequently, for purposes of this work plan, the following technical studies are not included: air quality and traffic. The project study area is not located within a designated sole-source aquifer. In reviewing local land ownership maps, it appears that the proposed project will not encroach upon public lands (federal, state, or local) that would trigger Section 4(f). Swain Slough is not designated as a federal or state wild and scenic river; a visual impact assessment is not expected to be required based on the conclusions made in the approved PES form.

## SCOPE OF WORK

NSR's scope of work for completing the requested environmental tasks is presented below. Our approach is based on an initial review of available information and our experience with similar projects recently completed for local agencies and Caltrans District 1 Local Assistance.

### **Task 1. Project Management/Attendance at Kick-Off Meeting:**

Throughout the project, NSR will maintain regular communication with OEL and the County and will prepare periodic progress reports to document project status and identify any concerns and resolutions. NSR will attend an initial project kickoff meeting with the County and OEL. We assume the meeting will be held at the County office in Eureka and a brief site visit will be conducted following the meeting to discuss the study area and alignment/design options. Participants will discuss the following: review of the PES form approved by Caltrans; initial identification of issues; site access coordination; and schedule for submittals. We will identify key participants from the involved agencies and define project communication protocols. NSR will also be available to participate in periodic conference calls and up to two (2) project meetings at the County office.

**Task 1 Deliverables:** E-mails summarizing conversations, progress reports, meeting notes

**Task 1 Meeting(s):** Attendance at one (1) kick-off meeting in Eureka; Attendance at up to two (2) additional project meetings in Humboldt County (Note = these meetings are exclusive of other meetings identified for the remaining tasks).

**Task 2: Conduct Botanical Survey**

NSR will conduct a single-visit botanical survey of the BSA in general accordance with "Protocols for Surveying and Evaluating Impacts to Special-Status Native Plant Populations and Natural Communities" (California Department of Fish and Game 2009). The timing of the survey will correspond to the blooming period for special-status vascular plant species with potential to occur in the study area. Tentatively the survey is scheduled for July 2013, but the actual survey time may vary depending on the progression of environmental parameters (e.g., rainfall and temperature patterns). The results of the plant survey will be compiled and presented in the NES report (Task 4). This discussion will include a comprehensive list of all vascular plant species observed within the BSA and a figure showing location(s) and acreage(s) for any special-status plant occurrence(s). As part of the plant survey, noxious weed species populations will be mapped and evaluated in the NES report (Task 4) to ensure that the project complies with Federal Executive Order 13112 (Invasive Species).

**Task 2 Deliverables:** Results of botanical survey will be presented in the NES report (Task 4).

**Task 2 Meeting(s):** N/A

**Task 3: Conduct Wetland Delineation**

NSR will conduct a delineation of waters of the United States and prepare a report that can be submitted to the U.S. Army Corps of Engineers (Corps) for verification in support of Clean Water Act permitting. NSR will also prepare a separate technical memorandum addressing whether any additional areas qualify as wetlands according to California Coastal Commission (CCC) criteria. The delineation will entail a review of aerial imagery, topographic maps, and available wetlands data for the study area; a field survey to delineate the boundaries of waters of the United States, and additional areas (if any) that meet CCC wetland criteria, using methods prescribed by the Corps; and preparation of a report. For the field survey, NSR will:

- Perform a routine delineation within the BSA, and from fence line to fence line west of the BSA to Elk River Road.
- For the delineation west of the BSA, cross-sections will be established at 50-foot intervals and the following location data (point data) will be collected: fence line, wetland boundaries, flow line of ditch, edge of unpaved road shoulder, edge of pavement, and road center-line.
- Acquire coordinates of wetland/other waters boundaries and other relevant features with GPS.

Maps will be prepared, utilizing geographic information systems technology, on base topographic maps of the study area or aerial imagery provided by the County or QEL. If necessary, separate maps will be provided for Corps- and CCC-jurisdictional wetlands. The delineation report will contain background information, data sheets, site photos, and a delineation map (minimum scale of 1"=200'). The supplemental memorandum will contain the information necessary to evaluate whether any features not identified on the Corps delineation map qualify as wetlands under CCC criteria.

A draft delineation report and supplemental memorandum will be provided to the County for review and approval. Following incorporation of comments provided by the County, NSR will submit the delineation report and supplemental memorandum to Caltrans District 1 Local Assistance for review and approval. Following approval by Caltrans, NSR will submit final copies (in electronic format) to the

County. If requested by the agencies and the County, NSR will attend a field verification visit with the Corps and the CCC. This task will be complete upon approval by the CCC. *Note: QEI will quantify the amount of jurisdictional waters impacts based on the delineation results provided by NSR.*

**Task 3 Deliverables:** Electronic copies of administrative draft reports, draft reports, and final reports. If requested by the County, up to five hard copies of the final reports will be provided.

**Task 3 Meeting(s):** Attendance at one (1) site visit with Corps and CCC by NSR technical staff.

#### **Task 4: Prepare Natural Environmental Study Report**

NSR will prepare a Natural Environment Study (NES) in accordance with the Caltrans *Guidance for Consultants: Procedures for Completing the Natural Environment Study and Related Biological Reports* (March 1997) and the Caltrans Standard Environmental Reference (Chapter 14) and utilize the Caltrans template (<http://www.dot.ca.gov/ser/forms.htm>). The NES will characterize biological resources in the Biological Study Area (BSA) (generally corresponds to the APE) and vicinity; assess project impacts to biological resources; identify general mitigation measures, if necessary; summarize the results of other biological studies; and discuss the status of any required agency consultations. Preparation of the NES will entail:

- coordination with resource agencies, including the California Department of Fish and Wildlife (DFW), National Marine Fisheries Service (NMFS), and U.S. Fish and Wildlife Service (USFWS);
- a review of the California Natural Diversity Database (CNDDB) and California Native Plant Society (CNPS) database;
- a request for a formal list of special-status species with potential to occur in the project vicinity;
- a reconnaissance-level field investigation, including an assessment of habitat for special-status wildlife and identification of environmentally sensitive habitat areas (ESHAs) that fall under the jurisdiction of the California Coastal Commission;
- summary of the botanical survey (Task 2) and wetland delineation (Task 3);
- preparation of maps showing the locations of significant biological resources, including observations of special-status species and/or suitable habitat and ESHAs; and
- based project site plans and wetland impact calculations provided by QEI, NSR evaluate impacts to jurisdictional waters affected by the project and provide recommendations for avoidance, minimization, and mitigation measures.

Following the completion of the literature review, conversations with resource agency staff, and field surveys, NSR will prepare an NES report. The NES report will summarize information contained in the tidewater goby Biological Assessment and the listed salmonids Biological Assessment/Essential Fish Habitat Assessment, as well as the results of the Section 7 consultation processes with the USFWS and NMFS, respectively. An internal draft NES will be submitted for review by the County and QEI before sending to Caltrans for review and approval. Once County and QEI comments are addressed, NSR will submit a draft NES for review by Caltrans. The NES will be finalized and submitted to Caltrans for approval. NSR will address comments provided by Caltrans and submit a final NES report for review and approval.

**Task 4 Deliverables:** Electronic copy of administrative draft technical report in PDF; two (2) bound hard copies of the revised draft version of the technical report; five (5) bound hard copies of the final version the report; PDF of final version of the report.

**Task 4 Meeting(s):** N/A.

**Task 5: Prepare Farmland Impact Assessment Report**

NSR will conduct a farmland impact assessment to describe agricultural operations in the study area and discuss the effects of converting agricultural fields to non-agricultural uses, if applicable. This study would provide a quantitative discussion on the amount of farmland to be converted and would generally assess the value of the farmland using available agricultural reports for the County. NSR will review existing parcel information to verify if affected parcels are currently under a Williamson Act contract and Farmland Mapping and Monitoring Program data and reports for the study area to determine if there are any Prime or Unique farmlands. If necessary, NSR will complete the pertinent sections of the Farmland Conversion Impact Rating (Form AD 1006) and submit to the local Natural Resource Conservation Services (NRCS) office, along with copies of the proposed project and any alternatives. Upon receipt of a completed Form AD 1006 from NRCS, NSR will submit a copy to Caltrans, along with any recommendations for mitigation. A report or technical memorandum will be prepared to discuss the results, and the results will be incorporated into the CEQA/NEPA documentation. The report will be submitted to the County, QEI, and Caltrans for review.

**Task 5 Deliverables:** Electronic copy of administrative draft technical report in PDF; two (2) bound hard copies of the revised draft version of the technical report; five (5) bound hard copies of the final version the report; PDF of final version of the report.

**Task 5 Meeting(s):** N/A







# STANDARD RATE SCHEDULE

## APRIL 1, 2013 THROUGH MARCH 31, 2014

STAFF CATEGORY	LEVEL	HOURLY BILLING RATES		
		Refer to Notes 1, 2, 3, 4		
Principal		\$135.00	to	\$198.00
Program Manager	4	\$150.00	to	\$198.00
Program Manager	3	\$135.00	to	\$150.00
Program Manager	2	\$120.00	to	\$135.00
Program Manager	1	\$105.00	to	\$120.00
Project Manager	4	\$120.00	to	\$169.00
Project Manager	3	\$100.00	to	\$120.00
Task Manager	2	\$81.00	to	\$100.00
Task Manager	1	\$60.00	to	\$81.00
Subject Matter Expert		\$132.00	to	\$195.00
Biologist	4	\$96.00	to	\$138.00
Biologist	3	\$84.00	to	\$96.00
Biologist	2	\$63.00	to	\$84.00
Biologist	1	\$48.00	to	\$63.00
Cultural Resource Specialist	4	\$96.00	to	\$138.00
Cultural Resource Specialist	3	\$84.00	to	\$96.00
Cultural Resource Specialist	2	\$63.00	to	\$84.00
Cultural Resource Specialist	1	\$48.00	to	\$63.00
Environmental Analyst/Tech Writer	4	\$96.00	to	\$138.00
Environmental Analyst/Tech Writer	3	\$84.00	to	\$96.00
Environmental Analyst/Tech Writer	2	\$63.00	to	\$84.00
Environmental Analyst/Tech Writer	1	\$48.00	to	\$63.00
Environmental Scientist/Geologist	4	\$96.00	to	\$138.00
Environmental Scientist/Geologist	3	\$84.00	to	\$96.00
Environmental Scientist/Geoscientist	2	\$63.00	to	\$84.00
Environmental Scientist/Geoscientist	1	\$45.00	to	\$63.00
GIS & Mapping Analyst	4	\$96.00	to	\$138.00
GIS & Mapping Analyst	3	\$84.00	to	\$96.00
GIS & Mapping Analyst	2	\$63.00	to	\$84.00
GIS & Mapping Analyst	1	\$45.00	to	\$63.00
Admin Manager	4	\$96.00	to	\$138.00
Admin Assistant/Admin Manager	3	\$78.00	to	\$96.00
Admin Assistant	2	\$48.00	to	\$78.00
Admin Assistant	1	\$30.00	to	\$48.00
Technician	4	\$60.00	to	\$78.00
Technician	3	\$48.00	to	\$60.00
Technician	2	\$39.00	to	\$48.00
Technician	1	\$30.00	to	\$39.00

<sup>1</sup> Hourly billing rates are fully burdened and include raw wages, labor OH, G&A OH, and profit.

<sup>2</sup> Hourly billing rates are subject to change annually with employee compensation changes.

<sup>3</sup> An overtime differential (not shown) may apply, depending on work requirements.

<sup>4</sup> A travel differential (not shown) may apply, depending on work requirements.

04/24/13



North State Resources, Inc.

**SCHEDULE FOR DIRECT COSTS**  
**APRIL 1, 2013 THROUGH MARCH 31, 2014**

DESCRIPTION	BILLING RATE
Trimble Pathfinder Pro GPS Units	\$ 7.55 per hour/\$60 per day
Nikon Total Station	\$125 per day
Geo Explorer III GPS Units	\$ 25 per day
Geographic Information System (GIS) Work Station	\$12.85 per hour
Large-Format Printer (24" x 36")	\$10 per sheet
Large-Format Printer (36" x 48")	\$15 per sheet
Jet Boat	\$200 per day
Patio Boat	\$190 per day
Quad Runner	\$125 per day
Snowmobile	\$125 per day
Backpack Electrofisher & Support Kit	\$100 per day
Boat-Mounted Flow Meter/Sounding Equipment	\$100 per day
Fish Marking Equipment	\$100 per day
Global Water Stage Gage	\$50 per month
Small Flow Meter	\$40 per day
Spatial Digital Video Recorder	\$600 per day
Thermograph	\$25 per month
Turbidimeter	\$25 per day
Underwater Video Camera	\$200 per day
Water Quality Equipment	\$40 per day
Vehicle Mileage	\$0.565 per mile
Black and white copies	\$0.06 per 8 1/2 x 11 sheet
Black and white copies	\$0.11 per 11 x 17 sheet
Color copies	\$0.75 per 8 1/2 x 11 sheet
Color copies	\$1.50 per 11 x 17 sheet
Other Direct Costs (ODC's)	Cost plus 10%

*Direct expenses and ODC's are subject to change as equipment is acquired and/or replaced.*

04/04/13v

## ATTACHMENT 5

Agreement for Professional Services dated August 21, 2013 regarding additional Aquatic Impact Studies  
for the Pine Hill Bridge (4C-173) over Swain Slough  
(Project Number: 594020)

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

This Agreement is entered into this 21<sup>st</sup> day of August, 2013, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter called COUNTY, and Quincy Engineering, hereinafter called CONSULTANT.

**RECITALS**

COUNTY desires professional assistance in the performance of studies to determine the potential impacts to the aquatic environment of bridge replacement, which work is hereinafter referred to as the TASK or PROJECT, and COUNTY desires to have services performed in accordance with COUNTY'S needs;

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

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

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

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

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

**1. TERM OF AGREEMENT**

- A. The term of this Agreement shall be for 180 days beginning as of the Effective Date and ending 180 calendar days later.
- B. Notwithstanding the foregoing, COUNTY shall not be obligated for payments hereunder for any future fiscal year unless or until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S budget for the fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds for this Agreement were appropriated. COUNTY shall notify CONSULTANT, in writing, of such non-appropriation at the earliest possible date. However, any term herein which by its nature extends beyond the end or termination of this Agreement, remains in effect until fulfilled (including, without limitation, unfulfilled payment obligations, and outstanding liabilities).

**2. OBLIGATIONS OF COUNTY**

COUNTY agrees to do the following:

- A. Provide background data as needed for work, including work files as applicable to this PROJECT.

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

## 5. INSURANCE AND INDEMNITY

- A. Defense and Indemnification for Design Professional Services. To the fullest extent permitted by law, and in accordance with Civil Code §2782.8, CONSULTANT shall indemnify, defend and hold harmless COUNTY, its officers, agents and employees, from any claim, liability, loss, injury or damage (collectively, "Litigation") that arises out of, pertains to, relates to, or is connected with, performance of this Agreement due to the negligence, recklessness, or willful misconduct of CONSULTANT and/or its agents, employees or subconsultants. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify, defend and hold harmless COUNTY under this Agreement.
- B. Defense and Indemnification for Non-Design Professional Services. CONSULTANT shall hold harmless, defend and indemnify COUNTY and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of Litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify, defend and hold harmless COUNTY under this Agreement.
- C. Acceptance of insurance, if required by this Agreement, does not relieve CONSULTANT from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONSULTANT'S operations regardless if any insurance is applicable or not.
- D. Workers' Compensation insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against County, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation. If Contractor has no employees, Contractor may sign and file the following certification in lieu of insurance:  
*"I am aware of the provisions of the California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with provisions of that code before commencing with and during the performance of the work of this contract."*

## 6. COUNTY REPRESENTATIVE

- A. The Director of Public Works shall represent COUNTY in all matters pertaining to the services to be rendered under this Agreement. All requirements of COUNTY pertaining to services to be rendered shall be given through the office of COUNTY'S representative. In all

for its own purposes, said documents. More specifically, CONSULTANT agrees that COUNTY may use said documents for completion of the PROJECT even though CONSULTANT'S services may have been terminated. CONSULTANT shall be entitled to no additional compensation for use by the COUNTY of these documents.

#### **11. GOVERNING LAW AND VENUE**

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

#### **12. CONSULTANT NOT OFFICER, EMPLOYEE OR AGENT OF COUNTY**

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

#### **13. PROVISIONS REQUIRED BY LAW**

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

#### **14. AGREEMENT SHALL BIND SUCCESSORS AND SURVIVORS**

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

#### **15. ASSIGNMENT**

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

#### **16. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE**

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

#### **17. COMPLIANCE WITH LAWS**

- A. CONSULTANT agrees to use professional standards of care to comply with all local, state and federal laws and regulations including but not limited to the Americans with Disabilities Act. CONSULTANT further agrees to use professional standards of care to comply with applicable federal, state and local licensing standards, any applicable accrediting standards,

thereof, it will pay reasonable attorney's fees (including reasonable value of services rendered by County Counsel) to the prevailing party, to be awarded and fixed by the court, and to be taxed as cost and to be included in the judgment thereon rendered.

**APPROVED AND EXECUTED:**

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

County Of Humboldt

By:

Thomas K. Mattson - Public Works Director

By:

Phillip Smith Hanes - County Administrative Officer

DATE OF EXECUTION ("Effective Date"): 8/21/13

Consultant: Quincy Engineering

By:

Title:

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

Date:

By:

Title:

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

Date:

**APPROVED AS TO FORM:**

(STANDARD PRE-APPROVED FORM)

County Counsel

**INSURANCE REQUIREMENTS:**

(PRE-APPROVED FORM)

Risk Manager

yellow-billed cuckoo. Swain Slough has potential to support the following special-status fish species:

- Southern Oregon/Northern California Coasts (SONCC) coho salmon Evolutionarily Significant Unit [ESU] (*Oncorhynchus kisutch*), a federally- and state-listed as threatened species;
- California coastal Chinook salmon ESU (*Oncorhynchus tshawytscha*), a federally-listed as threatened species;
- Northern California steelhead distinct population segment [DPS] (*Oncorhynchus mykiss irideus*), a federally-listed as threatened species;
- Tidewater goby (*Eucyclogobius newberryi*), a federally-listed as endangered species;
- Pacific northern green sturgeon DPS (*Acipenser medirostris*), a federal species of concern; and
- California Coast cutthroat trout (*Oncorhynchus clarkii clarkii*), California Species of Special Concern (CNDDDB occurrence on Martin Slough, which is a tributary to Swain Slough).

The project site is within designated critical habitat for SONCC coho salmon ESU, California coastal Chinook salmon ESU, and Northern California steelhead DPS. Since these fish species are listed under the federal endangered species act, formal Section 7 endangered species act consultation will be required with the National Marine Fisheries Service (NMFS). Since SONCC ESU coho salmon is also listed as threatened under the California endangered species act, a Section 2081 incidental take permit will need to be obtained from the California Department of Fish and Wildlife (DFW). In addition, since Swain Slough within the project study area provides Essential Fish Habitat (EFH) for Pacific salmon, consultation with NMFS pursuant to Section 305(b)(2) of the Magnuson-Stevens Fishery Conservation and Management Act will be required. Additionally, Section 7 consultation with the U.S. Fish and Wildlife Service (USFWS) will be required for the tidewater goby.

## SCOPE OF WORK

NSR's scope of work for completing the requested environmental tasks is presented below. Our approach is based on an initial review of available information and our experience with similar projects recently completed for local agencies and Caltrans District 1 Local Assistance.

### **Task 1: Prepare Biological Assessment/Essential Fish Habitat Assessment for Listed Salmonids and Pacific Salmon**

A reconnaissance-level field characterization of aquatic habitat in Swain Slough in the vicinity of the existing bridge will be conducted extending up to 750 feet upstream and downstream of the project site. (Note – If there is private property within the study area, NSR will only survey those areas where permission has been granted to the County by the property owner). The characterization will include extent of suitable salmon spawning and rearing habitats within the affected stream reaches.

Formal consultation with NMFS under Section 7 of the federal Endangered Species Act is anticipated at this time to deal with potential project-related impacts to federally-listed fish species and associated designated critical habitat. For purposes of this scope of work, NSR assumes that preparation of a Biological Assessment (BA) will be required. Consultation with NMFS will also be required under Section 305(b)(2) of the Magnuson-Stevens Fishery Conservation and Management Act with regard to essential fish habitat (EFH) for Pacific salmon. In addition, pursuant to Sections 2080 and 2081 of the California Fish & Game Code, consultation with DFW may be required if there are potential impacts to species that are also state listed (i.e., state-threatened SONCC coho salmon ESU).



### ***Task 3: Prepare Noise Technical Memorandum***

Bollard Acoustical Consultants, Inc. (BAC), as a subcontractor to NSR, will conduct an initial noise assessment that consists of the following:

- BAC will identify the noise level standards contained within the Humboldt County General Plan Noise Element, applicable Caltrans Protocol, and any other germane city, state or federal noise standards applicable to project construction activities.
- BAC will conduct a detailed site inspection and short-term ambient noise survey to identify sensitive receptors located within the project study limits and to generally quantify ambient noise conditions in the immediate project vicinity.
- Using Caltrans Construction Noise Evaluation program, BAC will prepare an assessment of potential noise impacts associated with project construction, including pile-driving activities. The evaluation will include consideration of the dates, times, and equipment to be used in the construction project.
- Specific recommendations for noise control at impacted receiver locations in the project vicinity will be provided as required by the Caltrans Protocol.
- BAC will provide a written construction noise memorandum for this project which includes the data, analysis, and results of the study. This memorandum will cover construction noise only and does not include preparation of the project Noise Study Report (NSR) or Noise Abatement Decision Report (NADR).

**Task 3 Deliverables:** Electronic copy of administrative draft technical report in PDF; two (2) bound hard copies of the revised draft version of the technical report; five (5) bound hard copies of the final version the report; PDF of final version of the report.

**Task 3 Meeting(s):** N/A

# STANDARD RATE SCHEDULE

## APRIL 1, 2013 THROUGH MARCH 31, 2014

STAFF CATEGORY	LEVEL	HOURLY BILLING RATES	
		Refer to Notes 1, 2, 3, 4	
Principal		\$135.00	to \$198.00
Program Manager	4	\$150.00	to \$198.00
Program Manager	3	\$135.00	to \$150.00
Program Manager	2	\$120.00	to \$135.00
Program Manager	1	\$105.00	to \$120.00
Project Manager	4	\$120.00	to \$169.00
Project Manager	3	\$100.00	to \$120.00
Task Manager	2	\$81.00	to \$100.00
Task Manager	1	\$60.00	to \$81.00
Subject Matter Expert		\$132.00	to \$195.00
Biologist	4	\$96.00	to \$138.00
Biologist	3	\$84.00	to \$96.00
Biologist	2	\$63.00	to \$84.00
Biologist	1	\$48.00	to \$63.00
Cultural Resource Specialist	4	\$96.00	to \$138.00
Cultural Resource Specialist	3	\$84.00	to \$96.00
Cultural Resource Specialist	2	\$63.00	to \$84.00
Cultural Resource Specialist	1	\$48.00	to \$63.00
Environmental Analyst/Tech Writer	4	\$96.00	to \$138.00
Environmental Analyst/Tech Writer	3	\$84.00	to \$96.00
Environmental Analyst/Tech Writer	2	\$63.00	to \$84.00
Environmental Analyst/Tech Writer	1	\$48.00	to \$63.00
Environmental Scientist/Geologist	4	\$96.00	to \$138.00
Environmental Scientist/Geologist	3	\$84.00	to \$96.00
Environmental Scientist/Geoscientist	2	\$63.00	to \$84.00
Environmental Scientist/Geoscientist	1	\$45.00	to \$63.00
GIS & Mapping Analyst	4	\$96.00	to \$138.00
GIS & Mapping Analyst	3	\$84.00	to \$96.00
GIS & Mapping Analyst	2	\$63.00	to \$84.00
GIS & Mapping Analyst	1	\$45.00	to \$63.00
Admin Manager	4	\$96.00	to \$138.00
Admin Assistant/Admin Manager	3	\$78.00	to \$96.00
Admin Assistant	2	\$48.00	to \$78.00
Admin Assistant	1	\$30.00	to \$48.00
Technician	4	\$60.00	to \$78.00
Technician	3	\$48.00	to \$60.00
Technician	2	\$39.00	to \$48.00
Technician	1	\$30.00	to \$39.00

<sup>1</sup> Hourly billing rates are fully burdened and include raw wages, labor OH, G&A OH, and profit.

<sup>2</sup> Hourly billing rates are subject to change annually with employee compensation changes.

<sup>3</sup> An overtime differential (not shown) may apply, depending on work requirements.

<sup>4</sup> A travel differential (not shown) may apply, depending on work requirements.

## ATTACHMENT 6

Agreement for Professional Services dated April 18, 2014 regarding Detailed Seismic Studies for the Pine Hill Bridge (4C-173) over Swain Slough (Project Number: 594020)

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

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

**RECITALS**

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

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

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

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

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

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

**1. TERM OF AGREEMENT**

- A. The term of this Agreement shall be for 180 days beginning as of the Effective Date and ending 180 calendar days later.
- B. Notwithstanding the foregoing, COUNTY shall not be obligated for payments hereunder for any future fiscal year unless or until COUNTY's Board of Supervisors appropriates funds for this Agreement in COUNTY'S budget for the fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds for this Agreement were appropriated. COUNTY shall notify CONSULTANT, in writing, of such non-appropriation at the earliest possible date. However, any term herein which by its nature extends beyond the end or termination of this Agreement, remains in effect until fulfilled (including, without limitation, unfulfilled payment obligations, and outstanding liabilities).

**2. OBLIGATIONS OF COUNTY**

COUNTY agrees to do the following:

- A. Provide background data as needed for work, including work files as applicable to this PROJECT.

- B. Provide the right of entry for CONSULTANT and subcontractor personnel.
- C. Designate a representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- D. Give thorough consideration to all sketches, proposals, and other documents submitted by CONSULTANT, and to inform the CONSULTANT in writing of decisions about such matters within a reasonable time so as not to interrupt or delay the work of the CONSULTANT.
- E. Review and respond to written correspondence within 2 weeks of receipt.

### 3. OBLIGATIONS OF CONSULTANT

- A. Scope of Service. The CONSULTANT Basic Scope of Services for the PROJECT are as described below, including any other services identified in this Agreement as part of Services, which are described in Exhibit "A", attached hereto.
- B. Schedule: The technical studies and reports will be completed within 180 days from execution of this Agreement.
- C. Exclusions. The items below, if any, are not considered within the Scope of Basic Services, however can be provided by CONSULTANT as an Additional Service:
  - 1. Additional Services: Additional Services require specific written request from CONSULTANT with associated proposed cost, followed by written authorization from COUNTY prior to commencement of any work not defined as part of Basic Services. Additional Services shall be compensated on the basis of Section 4. E, below.

### 4. COMPENSATION TO CONSULTANT

- A. The COUNTY agrees to pay the CONSULTANT, for performance of the Basic Services contemplated under the terms of this agreement on a time and expenses basis for a maximum fee in the sum of \$28,294 (Twenty Eight Thousand Two Hundred Ninety Four dollars).
- B. CONSULTANT shall not be entitled to any additional payments in excess of \$28,294 (Twenty Eight Thousand Two Hundred Ninety Four dollars) except by express prior, written authorization of the COUNTY. CONSULTANT shall be responsible for all of its expenses incurred in performing services under this agreement.
- C. CONSULTANT's fee shall be full compensation for all costs and expenses incurred by CONSULTANT in connection with the performance of all said services, including but not limited to, all costs of labor and services of all employees, consultants, and all other persons retained or employed by CONSULTANT. Standard hourly and expense rates attached in Exhibit "A" shall be used as a basis for determining compensation for the CONSULTANT'S basic services.
- D. Progress Billings/Payments. During the performance of the Work, CONSULTANT will prepare and submit progress billings to COUNTY monthly. Payments on account of services shall be paid monthly in proportion to the degree of completion of such services with balances due and payable within 30 days.
- E. Additional Compensation. Additional Services, when compensated on an hourly basis, will

be billed at the rates set forth below.

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

## 5. INSURANCE AND INDEMNITY

- A. Defense and Indemnification for Design Professional Services. To the fullest extent permitted by law, and in accordance with Civil Code §2782.8, CONSULTANT shall indemnify, defend and hold harmless COUNTY, its officers, agents and employees, from any claim, liability, loss, injury or damage (collectively, "Litigation") that arises out of, pertains to, relates to, or is connected with, performance of this Agreement due to the negligence, recklessness, or willful misconduct of CONSULTANT and/or its agents, employees or subconsultants. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify, defend and hold harmless COUNTY under this Agreement.
- B. Defense and Indemnification for Non-Design Professional Services. CONSULTANT shall hold harmless, defend and indemnify COUNTY and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of Litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify, defend and hold harmless COUNTY under this Agreement.
- C. Acceptance of insurance, if required by this Agreement, does not relieve CONSULTANT from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONSULTANT'S operations regardless if any insurance is applicable or not.
- D. Workers' Compensation Insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against County, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation. If Contractor has no employees, Contractor may sign and file the following certification in lieu of insurance:
- "I am aware of the provisions of the California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with provisions of that code before commencing with and during the performance of the work of this contract."*

## 6. COUNTY REPRESENTATIVE

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

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

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

## 7. PROFESSIONAL SERVICES

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

## 8. COUNTY'S RIGHT TO TERMINATE AGREEMENT

- A. If the CONSULTANT fails to perform or provide prompt, efficient and thorough service, and fails to correct such failure upon reasonable notice, the COUNTY shall have the right to cancel or terminate the Agreement immediately, upon notice, and take possession of all studies, drawings, computations, and specifications, insofar as they are complete and acceptable to COUNTY. COUNTY shall pay to CONSULTANT an equitable portion of the total remuneration of the Agreement for the portion of the work acceptable to the COUNTY at the time the Agreement is terminated, less the amount of any reasonable damages sustained by the COUNTY due to the breach of this Agreement by the CONSULTANT.
- B. COUNTY may, at any time and for any reason, upon 30 days written notice, terminate this Agreement and pay only for those services rendered as of the date when termination is effective.
- C. Notice may be given by delivering a copy of said notice to CONSULTANT personally, or by mailing a copy of said notice to CONSULTANT. Notice shall be deemed received two days after the mailing of said notice.

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

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

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

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

## 10. COUNTY'S LICENSE TO USE DOCUMENTS

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

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

#### **11. GOVERNING LAW AND VENUE**

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

#### **12. CONSULTANT NOT OFFICER, EMPLOYEE OR AGENT OF COUNTY**

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

#### **13. PROVISIONS REQUIRED BY LAW**

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

#### **14. AGREEMENT SHALL BIND SUCCESSORS AND SURVIVORS**

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

#### **15. ASSIGNMENT**

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

#### **16. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE**

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

#### **17. COMPLIANCE WITH LAWS**

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



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

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

**18. ENTIRE AGREEMENT**

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

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

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

**20. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISION**

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

**21. NO WAIVER OF DEFAULT:**

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

**22. ATTORNEY FEES ON BREACH**

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

**APPROVED AND EXECUTED:**

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

County Of Humboldt

By: \_\_\_\_\_

Thomas K. Mattson - Public Works Director

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

Consultant: Quincy Engineering

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Date: 4/11/14

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Date: 4/11/14

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

**INSURANCE REQUIREMENTS:**  
(PRE-APPROVED FORM)  
Risk Manager

Scope of Work- Pine Hill Bridge over Swain Slough- GeotechTask 1- Project ManagementTask 1.1 – Project Management

Project management as related to additional Bridge Foundation Investigations.

Task 3 – Preliminary EngineeringTask 3.3- Advance Planning Studies & Type Selection Report

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

Task 5 - Geotechnical Investigations & Foundation ReportTask 5.3 – Bridge Foundation Investigation

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

- SHN will identify and research the additional work required and will incorporate the results.
- Langan Treadwell Rollo (LTR) will to develop site-specific design response spectrum consistent with the guidelines presented in Appendix B of Caltrans Seismic Design Criteria (2013) including the recommended attenuation relationships.
- LTR will perform a Probabilistic Seismic Hazard Analysis (PSHA) and deterministic analysis to develop site-specific horizontal response spectrum for the project. The PSHA is defined as having a 5 percent probability of exceedance in 50 years (975 year return period) and the deterministic spectrum is the median spectrum on the governing fault(s) with appropriate minimum spectrum check. The design spectrum will be based on the envelope of the PSHA and deterministic spectra.
- Because the site is underlain by soft strata ( $V_{S30}$  less than 150 m/s or one or more layers of at least 5 feet thickness with a shear wave velocity less than 120 m/s), LTR proposes to perform ground response analysis using computer program DEEPSOIL.
- LTR will develop firm soil spectra for both the PSHA and deterministic levels of ground shaking and spectrally match five time histories to use as input into the DEEPSOIL model.
- LTR will present detail of our analyses and the digitized design response spectrum in a written report.

# Cost Proposal

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

Date: 4/7/2014

**Quincy Engineering, Inc.**

Direct Labor:	\$1,294.68
Escalation for Multi-Year Project (0.0%):	\$0.00
Overhead (1.66):	\$2,154.35
<b>A. Labor Subtotal</b>	<b>\$3,449.03</b>

**Subconsultant Costs:**

SHN	\$24,500.00
-----	-------------

<b>B. Subconsultant Subtotal</b>	<b>\$24,500.00</b>
----------------------------------	--------------------

**Other Direct Costs:**

Travel	miles @	\$0.510	\$0.00
Pier Dism/ Hotel	days @		\$0.00
Phone/Fax			
Delivery	@	\$15.00	\$0.00
Printing: Blue Line			
Vellum			
8 1/2 X 11 Reproduction			
11 X 17 Reproduction			
Mounting Boards for Presentations			
Newsletters (Translation and printing)			
Mailings (6x)			

<b>C. Direct Cost Subtotal:</b>	<b>\$0.00</b>
---------------------------------	---------------

Labor Subtotal A. =	\$3,449.03
Fixed Fee (10.0%):	\$344.90
Subconsultant Subtotal B. =	\$24,500.00
Fixed Fee (0.0%):	\$0.00
Direct Cost Subtotal C. =	\$0.00
Fixed Fee (0.0%):	\$0.00

<b>TOTAL =</b>	<b>\$28,293.93</b>
----------------	--------------------

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

## Cost Proposal

[illegible]

## ATTACHMENT 7

Agenda Item dated July 21, 2015 regarding ratification of all previous modifications of the Professional Services Agreement



## COUNTY OF HUMBOLDT

AGENDA ITEM NO.

**C-8**

For the meeting of July 21, 2015

Date: June 18, 2015

To: Board of Supervisors

From: Thomas K. Mattson, Director of Public Works

Subject: **CONTRACT FOR DESIGN ENGINEERING AND PROJECT DEVELOPMENT  
FOR PINE HILL ROAD BRIDGE (04C-0173) OVER SWAIN SLOUGH**

### RECOMMENDATION(S):

That the Board of Supervisors:

- 1) Ratifies all previous actions pertaining to, the Agreement for Professional Services with Quincy Engineering, Inc. regarding design engineering and project development for the Pine Hill Road Bridge over Swain Slough, dated April 3, 2012 (Project Development Agreement);
- 2) Approves, and authorizes the Chair of the Board of Supervisors to execute, the attached amendment to the Project Development Agreement regarding additional seismic analysis services; and
- 3) Directs the Clerk of the Board to return two fully executed copies of the attached amendment to the Department of Public Works for distribution.

### SOURCE OF FUNDING:

Road Fund - Federal Highways Administration Highway Bridge Program (HBP) and the Toll Credit Bridge Replacement Fund.

Prepared by Robert L. Burnett

CAO Approval

REVIEW:

Auditor

County Counsel

*Sm*

Human Resources

Other

TYPE OF ITEM:

☒ Consent  
☐ Departmental  
☐ Public Hearing  
☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. \_\_\_\_\_

Meeting of: \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

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

Ayes *Sundberg, Lordlace, Fennell, Bohn, Bass*  
Nays  
Abstain  
Absent

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

Dated: *July 21, 2015*

By:

Kathy Hayes, Clerk of the Board

## DISCUSSION:

At its meeting of December 6, 2011, the Board of Supervisors approved a Request for Proposal for engineering design and project development services to replace the bridge over Swain Slough on Pine Hill Road. At its meeting on April 3, 2012, the Board of Supervisors approved the Project Development Agreement with Quincy Engineering for an amount not to exceed \$290,000 (Attachment 1). The term of the Project Development Agreement was originally set to expire on February 13, 2013. However, the Department of Public Works subsequently agreed on January 3, 2013 and June 25, 2014 to extend the term of the Project Development Agreement to June 30, 2014 and June 30, 2016 respectively (Attachments 2-3). The Department of Public Works also entered into three separate agreements which amended the Project Development Agreement to include additional seismic geotechnical studies, hydrological (acoustical) analysis and environmental impact studies on August 13, 2013, August 21, 2013 and April 18, 2014 (Attachments 4-6). These agreements increased the total amount payable under the Project Development Agreement by \$108,170 for a total contract amount of \$398,170.

The attached amendment to the Project Development Agreement involves the addition of certain seismic geotechnical studies in order to meet the bridge design requirements promulgated by the California Department of Transportation. The attached amendment will increase the total amount payable under the Project Development Agreement by \$14,000 for a total contract amount of \$412,170, which is within the overall budget for the Pine Hill Road Bridge Replacement Project.

Department of Public Works staff recommends that the Board ratify the extensions and agreements related to the Project Development Agreement, and approve the attached amendment for additional seismic geotechnical studies. If the Board does not ratify the previous actions pertaining to the Project Development Agreement, the federal and state agencies funding Pine Hill Road Bridge Replacement Project may withdraw future funding and request reimbursement for funds that have already been expended by the Department of Public Works. Board ratification of the above-referenced term extensions and subsequent agreements will preserve the funding for this project, and all future amendments to the Project Development Agreement will be brought to the Board for approval and execution. In addition, the attached amendment to the Project Development Agreement will allow the designers employed by Quincy Engineering, Inc. to better understand the soil strata that the Pine Hill Road bridge is embedded into. This additional information and analysis will in turn ensure that the Pine Hill Road bridge will be designed in such a way that meets all of the applicable requirements and guidelines of the California Department of Transportation.

## FINANCIAL IMPACT:

The requested action will preserve the existing funding of this project and allow for the provision of additional services that are necessary for continuation of the Pine Hill Road Bridge Replacement Project. The project is being funded through the Federal Highways Bridge Program and the Toll Credits Bridge Replacement Program. Sufficient funds are available to cover all agreements to date and the additional costs associated with the attached amendment to the Project Development Agreement.

This project conforms to the Board of Supervisors' Core Role of providing and maintaining infrastructure as identified in the Board's Strategic Framework for 2015.

## OTHER AGENCY INVOLVEMENT:

California Department of Transportation  
Federal Highway Administration



### ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to ratify the previous actions pertaining to the Project Development Agreement. The Board could also choose not to approve the attached amendment to the Project Development Agreement regarding additional seismic analysis services. However these alternatives are not recommended as the Pine Hill Road Bridge Replacement Project will replace the existing bridge over Swain Slough, which was constructed in 1955 and has been categorized as both structurally deficient and functionally obsolete, using funds that would not otherwise be available to the County. In addition, the County may be required to pay back funds already expended under Project Development Agreement, if the previous actions pertaining to the Project Development Agreement are not ratified.

### ATTACHMENTS:

- Attachment No. 1: Agreement for Professional Services with Quincy Engineering, Inc. regarding design engineering and project development for the Pine Hill Road Bridge (04C-173) over Swain Slough (Project Number: 594020), dated April 3, 2012
- Attachment No. 2: Contract Term Extension, dated January 3, 2013, regarding Pine Hill Road Bridge (04C-173) over Swain Slough (Project Number: 594020)
- Attachment No. 3: Contract Term Extension, dated June 25, 2014, regarding Pine Hill Road Bridge (04C-173) over Swain Slough (Project Number: 594020)
- Attachment No. 4: Agreement for Professional Services, dated August 21, 2013, regarding additional Aquatic Impact Studies for the Pine Hill Bridge (4C-173) over Swain Slough (Project Number: 594020)
- Attachment No. 5: Agreement for Professional Services, dated August 13, 2013, regarding additional Terrestrial Impact Studies for the Pine Hill Bridge (4C-173) over Swain Slough (Project Number: 594020)
- Attachment No. 6: Agreement for Professional Services, dated April 18, 2014, regarding Detailed Seismic Studies for the Pine Hill Bridge (4C-173) over Swain Slough (Project Number: 594020)
- Attachment No. 7: Proposed Amendment to Agreement for Professional Services, regarding additional Seismic Studies for the Pine Hill Bridge (4C-173) over Swain Slough (Project Number: 594020)

cc: Business  
Design

## ATTACHMENT 8

Amendment to the Professional Services Agreement regarding additional Seismic Geotechnical Studies  
for the Pine Hill Road Bridge (04C-173) over Swain Slough  
(Project Number: 594020)

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**  
*Design Engineering and Project Development*  
*For*  
*Pine Hill Road Bridge (04C-0173)*  
*Over Swain Slough*  
Project Number: 594020

This Amendment to the Agreement for Professional Services dated April 3, 2012, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter called "COUNTY," and Quincy Engineering a California corporation, hereinafter called CONSULTANT is entered into this 4 day of August, 2015.

**WHEREAS**, on April 3, 2012, COUNTY and CONSULTANT entered into an Agreement for engineering services to prepare plans and specification for a bridge replacement; and

**WHEREAS**, such additional services are required to perform subsurface investigation required for seismic analyses promulgated by the California Department of Transportation since the initial contract execution and therefore not included in that agreement; and

**WHEREAS**, CONSULTANT is able and willing to assist the County with these additional services.

**WHEREAS**, the parties desire to amend the Agreement to increase the services and compensation amount by \$14,000 accordingly;

**NOW, THEREFORE**, it is mutually agreed as follows:

1. **EXHIBIT B – SCOPE OF SERVICES**, is hereby amended to include additional scope items contained herein as attachment A.
2. **ARTICLE V – subsection 5.02**, is amended to read:  
"It is mutually agreed between COUNTY and CONSULTANT that payments to CONSULTANT including the total amount of salaries and expenses shall not exceed \$412,170, inclusive of all agreements to date, for the work set forth in Article II, as Described in Exhibit "B" of the original Agreement and as amended in ATTACHMENT "A" PROJECT UNDERSTANDING AND SCOPE OF WORK."
3. In all other respects the Agreement for Professional Services between the parties entered into on April 3, 2012 shall remain in full force and effect.

[Signatures on following page]

Design of Pine Hill Bridge, 594020

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for Professional Services dated April 3, 2012, on the date indicated above.

**APPROVED AND EXECUTED:**

County Of Humboldt

By:

Keith D. Tennell  
CHAIRMAN, Board of Supervisors

Attest:

L. Humboldt  
CLERK OF THE BOARD

7-21-2015  
DATE

**APPROVED AS TO FORM:**

John A. Miles 7/27/15  
COUNTY COUNSEL DATE

\_\_\_\_\_  
RISK MANAGER DATE

CONSULTANT – Quincy Engineering, Inc.

BY:

John Quincy President  
Name – Title (If Corporation: Chairman, President or Vice President)

DATE: 8/4/15

BY:

\_\_\_\_\_  
Name – Title (If Corporation: Secretary, Assistant Secretary, CFO or Assistant Treasurer)

DATE: \_\_\_\_\_

**ATTACHMENT "A"**  
**PROJECT UNDERSTANDING AND SCOPE OF WORK**

ATTACHMENT "A" PROJECT UNDERSTANDING & SCOPE OF WORK



CONSULTING ENGINEERS & GEOLOGISTS, INC.

812 W. Wabash • Eureka, CA 95501-2138 • 707-441-8855 • FAX: 707-441-8877 • shninfo@shn-engr.com

Reference: 012163

February 12, 2015

Mr. Jason Jurens, PE  
Quincy Engineering  
11017 Cobblerock Drive, Suite 100  
Rancho Cordova, CA 95670

**Subject: Cost and Justification for Additional Boring, Geotechnical Assessment of the Pine Hill Bridge, Humboldt County**

Dear Jason:

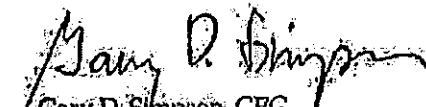
At your request, SHN is providing this letter to outline the need for additional subsurface investigation, and the cost of the proposed supplemental investigation. As we are all aware, the assessment of the Pine Hill Bridge has been a complex, iterative process due to the presence of a deep section of soft estuarine soils at the site. Completion of the site-specific seismic response spectra, and the subsequent ground response analysis, have provided additional data that have led to a preliminary design incorporating pile tip depths at or near the maximum depth of previous borings and cone penetration tests. In order to reduce uncertainties (and therefore risk) associated with foundation design and construction, it would be prudent to drill a single additional deeper boring to provide supplemental design data.

We are proposing to drill one additional boring to depth on the southwest corner of the existing bridge. The bore would be advanced to 80 feet, without sampling or penetration testing, so as not to duplicate the previous investigation. From 80 feet, the bore would be advanced to an estimated depth of 120 to 140 feet (the actual depth will be determined based on the results of penetration testing at the time of the field investigation). The cost estimate below includes the cost of the drilling subcontractor (over 60% of the budget), permit fees, additional focused lab testing, and modification to the Foundation Report and Log of Test Borings. The estimated cost is \$14,000. We are able to complete this supplemental investigation immediately, depending on driller availability.

Please contact myself or John Dailey should you have questions regarding this proposal. This has been a long process, and we look forward to completion of this important investigation.

Respectfully,

SHN Consulting Engineers & Geologists, Inc.

  
Gary D. Simpson, CEG  
Geoscience Director

GDS:dla

\\zing\projects\2012\012163-PineHillbridge\PUBS\rpts\20150212-PineHill-Suppl-Boring-Ltr.doc

**SHN Cost Breakdown: Pine Hill Supplemental Boring 4/29/15**

**FIELD INVESTIGATION:**

Vadurro (CEG):	10 hours @ \$120/hour	\$1,200
Staff (set-up/USA/permit)	2 hours @ \$100/hour	<u>\$200</u>
		\$1,400

**ANALYSIS/REPORTING:**

Dailey (GE)	8 hours @ \$145/hour	\$1,160
Simpson (CEG)	2 hours @ \$145/hour	\$290
Vadurro	2 hours @ \$120/hour	\$240
Drafter (log plot)	2 hours @ \$90/hour	\$180
Clerical	2 hours @ \$65/hour	<u>\$130</u>
		\$2000

**OTHER DIRECT COSTS:**

Drill subcontractor	\$9,500
Lab Testing (MD's, Unconf compr, Triax TXCU)	<u>\$1,100</u>
	\$10,600

**TOTAL: \$14,000**



## Consulting Engineers & Geologists, Inc.

### Fee Schedule January 1, 2015

When accurate definition of the proposed work is not possible, an hourly charge out rate for determining compensation shall be used. Hourly charge rates include payroll costs, overhead, and profit. Hourly services are billed portal to portal and are subject to a 2-hour minimum. Current rates are as follows:

Hourly Charge Rates			
Position <sup>1</sup>	Hourly Rates		
Principal Engineer	\$ 130.00	-	\$175.00
Principal Engineering Geologist	\$ 120.00	-	\$150.00
Principal Surveyor	\$ 120.00	-	\$150.00
Project Manager	\$ 80.00	-	\$150.00
Senior Planner	\$ 95.00	-	\$135.00
Senior Engineer	\$ 110.00	-	\$145.00
Senior Geotechnical Engineer	\$ 120.00	-	\$150.00
Senior Geologist	\$ 110.00	-	\$140.00
Senior Surveyor	\$ 100.00	-	\$130.00
Engineer	\$ 80.00	-	\$115.00
Traffic Engineer	\$ 80.00	-	\$135.00
Geologist	\$ 80.00	-	\$110.00
Certified Industrial Hygienist	\$ 90.00	-	\$135.00
Environmental Specialist	\$ 70.00	-	\$125.00
Environmental Planner	\$ 70.00	-	\$110.00
Staff Surveyor <sup>3</sup>	\$ 70.00	-	\$100.00
Assistant Engineer	\$ 70.00	-	\$115.00
Survey Party Chief <sup>3</sup>	\$ 70.00	-	\$100.00
Junior Engineer	\$ 60.00	-	\$ 85.00
Engineering Technician/Draftsperson <sup>3</sup>	\$ 60.00	-	\$ 85.00
Lab/Field Technician <sup>3</sup>	\$ 60.00	-	\$ 95.00
Survey Technician <sup>3</sup>	\$ 60.00	-	\$ 85.00
Technical Writer	\$ 50.00	-	\$ 65.00
Clerical	\$ 45.00	-	\$ 65.00
Expert Witness <sup>2,4</sup>	\$150.00	-	\$250.00

1 Incidental expenses, i.e., lodging, meals, airplane tickets, etc., are billed at cost plus 15%.  
2 Minimum daily charge is four hours.  
3 Rates depend on the specific personnel assigned and if prevailing wage rates are required in the area of work.  
4 Rates for Expert Witness are charged for preparation and testimony for both deposition(s) and trial(s).



Reimbursables	
The following direct charges are charged in addition to the hourly charge rates set forth above.	
<b>Direct Charges:</b>	
CADD plots (black & white)	\$ 4.00/ea.
CADD plots (color)	\$ 20.00/ea.
Copies	\$ .15/ea.
Equipment and other expenditures (required for projects)	Cost + 15%
FAX	\$ 2.00/sheet
Field office	Cost + 15%
Filing fees, telephone expense, etc.	Cost + 15%
Iron pipe, monuments, flagging, etc.	Cost + 15%
Mylars	\$ 2.50/sq. ft.
Services of other consultants	Cost + 15%
Stakes, hubs, lath, etc.	Cost + 15%
Subsistence, air travel, etc.	Cost + 15%
Vehicles	\$ 12.00/day plus \$ 0.80/mile
<b>Field Testing and Equipment:</b>	
Anchor bolt tension testing	\$ 80.00/day plus operator
CO <sub>2</sub> Meter	\$ 10.00/day
Concrete Compression Impact Hammer	\$ 25.00/day**
Core Drilling Machine	\$ 75.00/day + \$3.00/inch cored
Dissolved Oxygen Meter	\$ 53.00/day**
Expendable Supplies	\$ 40.00/day**
Fyrite Meter	\$ 33.00/day**
Generator	\$ 53.00/day**
Geophysical Equipment	By Quotation
Grundfos Controller & Pump	\$275.00/day
Hand Auger	\$ 33.00/day
Health & Safety Level D	\$ 35.00/day**
Health & Safety Level C	\$ 60.00/day**
High Pressure Controller	\$ 60.00/day**
Inclinometer	\$200.00/day*
LEL Meter	\$ 66.00/day**
Nuclear Density Testing	\$ 25.00/hour plus operator
Other equipment including drill rigs, backhoes, etc.	Cost + 15%
ORP Meter	\$ 15.00/day
OVA	\$132.00/day**
Ozone Sparge Trailer	\$2,000.00/day
Peristaltic Pump	\$ 50.00/day**
pH/Conductivity Meter	\$ 53.00/day**
Power Auger	\$100.00/day**
Pumps	\$ 45.00/day**
Quad (ATV)	\$150.00/day
Rebar Locating Device	\$ 40.00/day plus operator
* 1/2 Day Minimum Charge. + 25% Weekly Discount, 40% Monthly Discount. (1) If concrete is sampled and delivered to SHN lab by outside contractor, add \$5.00/ea. for processing and curing per ASTM C-31.	

Reimbursables, Continued	
<b>Field Testing and Equipment, Continued:</b>	
Rotó-hammer	\$ 50.00/day*+
Skidmore-Wilhelm Bolt Tension Calibration	\$ 50.00/day
Soil/Gas Purge Pumps	\$ 30.00/day*+
Soil Gas Probes	\$200.00/day*+
Torque Wrench (0 to 250 ft lbs)	\$ 25.00/day
Torque Wrench (250 to 1,000 ft lbs)	\$ 50.00/day
Turbidity Meter	\$ 26.00/day*+
Ultrasonic Test Device	\$ 20.00/hour plus operator
Vapor Extraction System	\$500.00/day*+
Water Level Data Logger	\$ 60.00/day*+
Water Level Meter	\$ 33.00/day*+
Well Point	\$ 50.00/day
Well Wizard	\$100.00/day*+
<b>Survey Equipment:</b>	
Data Collector	\$ 5.00/hour
GPS Station	\$300.00/day*
Level	\$ 25.00/day*
Robotic Total Station	\$ 200.00/day
Total Station	\$ 7.50/hour
Total Station w/Data Collector	\$ 12.50/hour
<b>Laboratory Tests:</b>	
Asphalt Briquette Compaction	\$ 50.00/ea. <sup>(1)</sup>
Asphalt Bulk Specific Gravity	\$ 30.00/ea.
Asphalt Content by Nuclear Method	\$ 75.00/test
Asphalt Content Gauge Calibration	\$190.00/ea.
Asphalt Extraction (% Bitumen)	On Request
Asphalt (Hveem) Mix Design	On Request
Brass Tube (Liner)	\$ 5.00/ea.
Cleaness Value (CT 227)	\$ 75.00/ea.
Compaction Curves (ASTM D 1557 or Caltrans CT216):	
4-inch Mold	\$150.00/ea.
6-inch Mold	\$150.00/ea.
Check Point	\$ 50.00/ea.
Concrete Compressive Strength (CT 521 or ASTM C39)	\$ 25.00/ea. <sup>(2)</sup>
Concrete Linear Shrinkage (3 Bars)	\$200.00
Concrete Moisture	\$ 25.00/test (floor test)
Consolidation Test	\$300.00/ea.
Direct Shear, per point: (ASTM D3080)	
Consolidated-Drained (CD)	\$130.00/point
Unconsolidated-Undrained (UU) (Modified ASTM)	\$100.00/point
Consolidated-Undrained (CU) (Modified ASTM)	\$115.00/point
Additional cycles (each)	\$ 50.00/ea.
Disposable Concrete Molds	\$ 2.00/ea.
* 1/2 Day Minimum Charge; + 25% Weekly Discount, 40% Monthly Discount. (1) If asphalt is delivered to SHN lab unmixed, add \$75.00/ea. for processing and mixing per Caltrans CT304. (2) If concrete is sampled and delivered to SHN lab by outside contractor, add \$5.00/ea. for processing and curing per ASTM C-31.	

Reimbursables, Continued	
<b>Laboratory Tests, Continued:</b>	
Durability Index	\$ 75.00/ea.
Expansion Index	\$150.00/test
Fireproofing Density	\$ 50.00/ea.
Grout Compressive Strength	\$ 40.00/ea.
LA Rattler (abrasion resistance)	\$150.00/test
Liquid Limit	\$ 75.00/ea.
Masonry Block Compressive Strength	\$ 65.00/ea.
Masonry Block Absorption & Moisture	\$ 50.00/ea.
Masonry Block Linear Shrinkage	\$ 85.00/ea.
Masonry Block Prism Compressive Strength	\$125.00/ea.
Masonry Core Shear Test	\$ 50.00/core
Moisture Content	\$ 15.00/ea.
Moisture-Density Test	\$ 25.00/ea.
Particle Size Analysis (ASTM 422)	\$100.00/ea.
Percent Crushed Particles	\$125.00/ea.
Percent Entrained Air In Concrete	\$ 10.00/ea.
Percent Organics	\$ 50.00/ea.
Plastic Limit	\$ 50.00/ea.
Plasticity Index	\$125.00/ea.
R-Value	\$250.00/ea.
Rice Specific Gravity of Asphalt (ASTM D2041)	\$ 70.00/ea.
Sample Preparation	\$ 40.00/hour
Sand Equivalent	\$ 50.00/ea.
Sawing Rocks and Concrete Cores	\$ 30.00/unit
Sieve Analysis--Coarse	\$ 45.00/ea.
Sieve Analysis--Fine	\$ 55.00/ea.
Sieve Analysis--Passing 200	\$ 45.00/ea.
Specific Gravity, Rock	\$ 45.00/ea.
Stabilometer of Premixed AC	\$ 75.00/ea.
Sulfate Soundness	\$ 80.00/cycle
Swell Test	\$ 55.00/point
Triaxial Compression	
Unconsolidated Undrained (TXUU) (ASTM D2850)	\$115.00/point
Consolidated Undrained (TXCU) (ASTM D4767)	\$385.00/point
Consolidated Drained (TXCD) (ACOE)	\$500.00/point
Consolidated Undrained (TXCU-3 stage) (ASTM D4767)	\$810.00/test
Consolidated Drained (TXCD-3 stage) (ACOE)	\$860.00/test
USDA Bulk Density Test	\$ 20.00/ea.
USDA Textural Suitability Test	\$ 50.00/ea.
Unconfined Compression	\$ 50.00/ea.
Unit Weight of Lightweight Concrete	\$ 50.00/unit
<b>Notes:</b>	
All samples of soil or rock from physical testing are discarded 90 days after submission of final report unless prior arrangements are made. Samples of soil or rock submitted for testing for hazardous substances will be returned to the Client, who is responsible for proper disposal.	
This fee schedule is subject to review and adjustment, as required.	
Certain services may require prevailing wages or overtime at premium pay to SHN employees. In such circumstances, fees will be adjusted to reflect increased labor costs.	

## ATTACHMENT 9

Amendment to the Professional Services Agreement dated June 21, 2016, regarding extension of the term thereof to June 30, 2018 for the Pine Hill Bridge (4C-173) over Swain Slough (Project Number: 594020)

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES  
FOR DESIGN ENGINEERING AND PROJECT DEVELOPMENT FOR PINE HILL ROAD  
BRIDGE (04C-173) OVER SWAIN SLOUGH  
Project Number: 594020**

This Amendment to the Agreement for Professional Services dated April 3, 2012, as previously modified, 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 21<sup>st</sup> day of June, 2016.

WHEREAS, on April 3, 2012, COUNTY and CONSULTANT entered into an Agreement for Professional Services regarding design engineering and project development for the replacement of the Pine Hill Road Bridge over Swain Slough ("Professional Services Agreement"); and

WHEREAS, COUNTY and CONSULTANT subsequently modified the Professional Services Agreement on January 3, 2013, August 13, 2013, August 21, 2013, April 18, 2014, June 25, 2014 and July 21, 2015; and

WHEREAS, on July 21, 2015, the County of Humboldt Board of Supervisors ratified all previous modifications of the Professional Services Agreement; and

WHEREAS, additional time is required for CONSULTANT to complete the services required by the Professional Services Agreement, as previously modified; and

WHEREAS, the parties now desire to amend the Professional Services Agreement, as previously modified, to extend the term thereof to June 30, 2018.

NOW, THEREFORE, the parties mutually agree as follows:

1. Section 4.02 of Article IV – TIME OF COMPLETION of the Professional Services Agreement is hereby amended to read as follows:

CONSULTANT agrees to complete and deliver to COUNTY all work products associated with Exhibit "B" Phases I and II, including final contract plans, specifications and cost estimates by **June 30, 2018**, unless extended by mutual agreement of both parties.

2. Except as modified herein, the Professional Services Agreement dated April 3, 2012, as previously modified, shall remain in full force and effect. In the event of a conflict between the provisions of this Amendment and the original Professional Services Agreement, or any prior modifications thereof, the provisions of this Amendment shall govern.

[Signatures on Following Page]


IN WITNESS WHEREOF, the parties hereto have entered into this 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: 4/25/16

By:   
Name: P. Brent Leamon  
Title: VICE PRESIDENT


Date: 4/25/16

**COUNTY OF HUMBOLDT:**

By:   
Mark Lovelace  
Chair, Humboldt County Board of Supervisors

Date: 8/21/16

**INSURANCE REQUIREMENTS APPROVED:**

By:   
Risk Management

Date: 6/20/16

## ATTACHMENT 10

Eighth Amendment to the Professional Services Agreement regarding additional environmental support and permitting, project management, utility coordination and right of way assistance for the Pine Hill Road Bridge (04C-173) over Swain Slough  
(Project Number: 594020)

**EIGHTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES  
FOR DESIGN ENGINEERING AND PROJECT DEVELOPMENT FOR PINE HILL ROAD  
BRIDGE (04C-173) OVER SWAIN SLOUGH  
Project Number: 594020**

This Eighth Amendment to the Agreement for Professional Services dated April 3, 2012, as previously amended, 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 5<sup>th</sup> day of December, 2017.

WHEREAS, on April 3, 2012, COUNTY and CONSULTANT entered into an Agreement regarding the provision of professional design engineering and project development services pertaining to the replacement of the Pine Hill Road Bridge over Swain Slough ("Professional Services Agreement"); and

WHEREAS, COUNTY and CONSULTANT subsequently amended the Professional Services Agreement on January 3, 2013, August 13, 2013, August 21, 2013, April 18, 2014, June 25, 2014, July 21, 2015 and June 21, 2016; and

WHEREAS, COUNTY and CONSULTANT now desire to further amend the Professional Services Agreement to extend the term thereof to December 31, 2019 and expand the scope of services to be provided, and increase the maximum amount to be paid, thereunder in order to allow for the provision of the following services: environmental support and permitting, project management, utility coordination and right of way assistance.

NOW, THEREFORE, the parties mutually agree as follows:

1. Article II – "Services of Consultant" of the Professional Services Agreement is hereby amended to read as follows:

**ARTICLE II  
SERVICES OF CONSULTANT**

- 2.01 CONSULTANT agrees to provide those technical, expert, and professional services as described in Exhibit "A" and Exhibit "B," as amended on August 13, 2013, August 21, 2013, April 18, 2014, July 21, 2015 and December 5, 2017, which are incorporated herein by reference as though fully set forth herein.
- 2.02 CONSULTANT has inspected the project site for the purpose of determining the nature and scope of the engineering services required by this Agreement.
- 2.03 The absence, omission, or failure to include in this Agreement items which are normally considered to be a part of engineering procedure or which involve professional engineering judgement shall not be used as a basis for submission of inadequate work or incomplete engineering performance.
- 2.04 COUNTY relies upon the professional ability and stated experience of CONSULTANT as a material inducement to entering into this Agreement. CONSULTANT understands the nature and purpose of the professional services set forth in Exhibit "A" and Exhibit "B," as amended on August 13,



2013, August 21, 2013, April 18, 2014, July 21, 2015 and December 5, 2017, and hereby warrants that all findings, recommendations, calculations, computations, plans and specifications shall be made and prepared in accordance with generally accepted engineering practices.

- 2.05 When the Agreement calls for preparation of project plans, specifications or estimates, they shall be in a form that is acceptable to COUNTY. Project plan format shall conform with the current edition of the California Department of Transportation Drafting and Plans Manual.
- 2.06 When the Agreement calls for preparation of project plans, CONSULTANT shall submit with the design documents such backup information as required in Exhibit "A" to support review of said plans. They shall be in a form that is acceptable to COUNTY.
- 2.07 CONSULTANT shall utilize to the fullest extent possible the California Department of Transportation Standard Specifications, Standard Provisions, and Standard Plans (latest editions) unless other criteria are included in Exhibit "A".
- 2.08 CONSULTANT shall provide all printing and reproduction costs until final design is accepted by COUNTY, at which time CONSULTANT shall turn over to COUNTY all documents and design drawings. COUNTY shall print all documents necessary for bidding and construction purposes.
- 2.09 CONSULTANT agrees to perform any additional services as may be required due to significant changes in general scope of the project or its design, including, but not limited to, changes in size, complexity or character of construction. Such additional services shall be paid for by Supplemental Agreement and shall conform to the rates of payment specified in Article V hereof.
- 2.10 CONSULTANT shall be responsible to COUNTY for its services and the services of its subcontractors. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by COUNTY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.
- 2.11 COUNTY's reuse of any materials prepared pursuant to this Agreement on any extension of this project or any other project without CONSULTANT's written authorization shall be at COUNTY's sole risk. CONSULTANT shall have the right to retain copies of all such materials.
- 2.12 CONSULTANT shall uphold claims of performance contained within the proposal submitted to COUNTY as part of the consultant selection process.
- 2.13 CONSULTANT shall perform the work contemplated with the resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization from COUNTY, except that which is expressly identified in the CONSULTANT's Cost Proposal.

- 2.14 Any subcontract in excess of Twenty-Five Thousand Dollars (\$25,000) entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.
- 2.15 The COUNTY in advance of assigning work to a substitute subconsultant must approve any substitution of subconsultants in writing.

2. Article IV – “Time of Completion” of the Professional Services Agreement is hereby amended to read as follows:

**ARTICLE IV  
TIME OF COMPLETION**

- 4.01 The execution of this Agreement by the COUNTY shall constitute the CONSULTANT’s authority to proceed immediately with the performance of the work described in Exhibit “A”. The parties hereto agree that time is of the essence in completing this Agreement.
- 4.02 CONSULTANT agrees to complete and deliver to COUNTY all work products associated with Exhibit “B,” as amended on August 13, 2013, August 21, 2013, April 18, 2014, July 21, 2015 and December 5, 2017, including final contract plans, specifications and cost estimates by December 31, 2019, unless extended by mutual agreement of both parties.
- 4.03 CONSULTANT further agrees to provide technical support to COUNTY through the advertisement for bids, evaluation of bids, selection of apparent low bidder and construction contract award processes. CONSULTANT’s responsibility shall terminate Thirty (30) days following receipt of bids by COUNTY unless extended by mutual agreement of both parties.
- 4.04 If COUNTY requests significant modifications or changes in the scope of the project the time of performance shall be adjusted appropriately. The number of days of said extension shall be the final decision of COUNTY.
- 4.05 If performance of CONSULTANT’s work is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbance, the time for CONSULTANT’s performance shall be extended by a number of days equal to the number of days CONSULTANT has been delayed. The COUNTY retains the right to cancel this Agreement if said delay affects project funding.

3. Article V – “Payment for Services” of the Professional Services Agreement is hereby amended to read as follows:

**ARTICLE V  
PAYMENT FOR SERVICES**

- 5.01 COUNTY shall pay CONSULTANT for all engineering work required in the satisfactory completion of this Agreement an amount to be determined in accordance with Exhibit “C,” as amended on August 13, 2013, August 21, 2013, April 18, 2014, July 21, 2015 and December 5, 2017, which is

incorporated herein by reference as though fully set forth herein. The basis of payment for the services to be furnished shall be on an hourly rate plus non-salary expenses (other direct costs).

- 5.02 It is mutually agreed between COUNTY and CONSULTANT that payments to CONSULTANT, including the total amount of salaries and expenses, shall not exceed Four Hundred Sixty-Seven Thousand One Hundred Seventy Dollars (\$467,170.00) for the work set forth in Article II, as described in Exhibit "B" and Exhibit "C," as amended on August 13, 2013, August 21, 2013, April 18, 2014, July 21, 2015 and December 5, 2017.
  - 5.03 Payments to CONSULTANT shall be based upon itemized invoices submitted by CONSULTANT. Invoices shall identify all applicable current costs and summarize all previous contract costs to date.
  - 5.04 CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31 et seq., shall be used to determine the permissibility of individual items of cost.
  - 5.05 CONSULTANT also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
  - 5.06 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., or 49 CFR Part 18, Uniform Administrative requirements for Grants and Cooperative Agreements to State and Local governments, are subject to repayment by CONSULTANT to COUNTY.
  - 5.07 Any subcontract in excess of Twenty-Five Thousand Dollars (\$25,000.00) entered into as a result of this Agreement shall contain the provisions of this Article.
  - 5.08 If COUNTY substantially alters the scope of work, the maximum fee may be changed by Supplemental Agreement.
4. Exhibit B – "Scope of Services" of the Professional Services Agreement, as previously amended on August 13, 2013, August 21, 2013, April 18, 2014 and July 21, 2015, is hereby amended to include the additional services set forth in Attachment A – "Scope of Additional Services," which is attached hereto and incorporated herein by reference.
  5. Exhibit C – "Consultant's Fee Schedule" of the Professional Services Agreement, as previously amended on August 13, 2013, August 21, 2013, April 18, 2014 and July 21, 2015, is hereby amended to include the additional costs set forth in Attachment B – "Cost Proposal Summary," which is attached hereto and incorporated herein by reference.
  6. Except as modified herein, the Professional Services Agreement dated April 3, 2012, as previously amended, shall remain in full force and effect. In the event of a conflict between the provisions of this Eighth Amendment and the original Professional Services Agreement, or any prior amendments thereto, the provisions of this Eighth Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have entered into this Eighth 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: 11/8/17

Name: John S. Quincy

Title: President


By:  \_\_\_\_\_

Date: 11/8/17

Name: Jeff W. Olson

Title: CFO

**COUNTY OF HUMBOLDT:**

By:  \_\_\_\_\_  
Virginia Bass  
Chair, Humboldt County Board of Supervisors

Date: 12/5/17

**INSURANCE REQUIREMENTS APPROVED:**

By:  \_\_\_\_\_  
Risk Management

Date: 11/16/17

**LIST OF ATTACHMENTS:**

Attachment A – Scope of Additional Services

Attachment B – Cost Proposal Summary



## ATTACHMENT A - SCOPE OF ADDITIONAL SERVICES

September 22, 2017

Tony Seghetti, Deputy Director  
Humboldt County Department of Public Works  
1106 2nd St  
Eureka, CA 95501

Re: DESIGN ENGINEERING AND PROJECT DEVELOPMENT FOR PINE HILL ROAD BRIDGE (04C-0173)  
OVER SWAIN SLOUGH FEDERAL PROJECT NO. BRLO-5904 (112)- Amendment 2 Request

Dear Mr. Seghetti:

This document is a summary of the various additional scope of work items and additional levels of effort that have been discussed with the County and that are required for the completion of this project. This proposed amendment includes the following tasks which correspond to the original contract task numbers. The amounts listed below reflect the total amounts requested and is followed by a description by task of the changes.

Summary by Task	Additional Amount Requested
TASK 1 - PROJECT MANAGEMENT	\$ 16,108.99
TASK 6 - UTILITY COORDINATION	\$ 13,643.94
TASK 7 - ENVIRONMENTAL SUPPORT AND PERMITTING	\$ 14,656.69
TASK 9 - RIGHT-OF-WAY ASSISTANCE	\$ 10,570.54
Other Direct Charges	\$19.84
<b>Total Additional Work</b>	<b>\$55,000.00</b>
<b>Total Amendment Request</b>	<b>\$55,000.00</b>

### TASK 1 - Project Management

#### Task 1.1 - Project Management

Additional Project Management tasks are required due to a three-year project delay resulting from external agency input, utility company input, and property owner negotiations. This includes project management, tracking, and communication of project engineering design budget, administrative costs, project progress reporting, and coordination with the County, as well as other project stakeholders. The project is expected to last into 2019 so an additional 23 hours of time for future meetings is included.

### TASK 6 - UTILITY COORDINATION

QEI has performed additional coordination with the HCSD utility owners regarding the relocation of the existing water supply line currently attached to the existing bridge. This coordination required two meetings on-site and at the HCSD office to review realignment alternatives and a presentation to the HCSD Board. Alternatives included location of a temporary waterline crossing, permanent alignment and bridge connection detail development and attachment methods to the new bridge.

developing YOUR vision | delivering YOUR project



## ATTACHMENT A - SCOPE OF ADDITIONAL SERVICES

### **TASK 7 - ENVIRONMENTAL SUPPORT AND PERMITTING**

#### **Task 7.1 - Environmental Support**

QEI coordinated with Humboldt County Public Works and the Natural Resources Department (NRD) as necessary to obtain environmental clearance for the project. QEI worked closely with the NRD staff and their consultants to obtain the environmental clearance in an efficient manner. This included two on-site meetings with the National Marine Fisheries Service, US Fish and Wildlife Service. Project requirements from these meetings included maximizing use of on-site mitigation areas, construction method descriptions and limitations, and accommodation of future sea level rise.

QEI assisted NRD by developing the mapping depicting the environmental habitat area types, impacted area designations, and mitigation areas. Additionally, existing impact area and proposed mitigation area calculations were provided.

### **TASK 9 - RIGHT-OF-WAY ASSISTANCE**

QEI developed additional revised right-of-way and/or temporary construction easement exhibits for the County to accommodate land owner requests and accommodate mitigation area requirements. Supplemental existing right of way mapping was accommodated during the right of way exhibit development process.

If you have any questions or comments on this proposed addendum, please me at (916) 368-9181.

Sincerely,  
Quincy Engineering, Inc.

James L. Foster, P.E.  
Project Manager

Attachment Cc: File

# ATTACHMENT B - COST PROPOSAL



DPW AGREEMENT NO. 594020

## Cost Proposal Summary

### Pine Hill Bridge Replacement Project

Project: Project Name: Pine Hill Bridge over Swain Slough  
 Project No: JP1510  
 Date: 9/22/2017

	Direct Labor:	\$18,762.00
	Project Escalation (0% per year):	\$0.00
	Overhead (1.66):	\$31,219.97
A.	<b>Subtotal:</b>	<b>\$49,981.97</b>
	<b>Subconsultant Costs:</b>	
	(1). WRECO (uDBE):	\$0.00
	(2). SHN:	\$0.00
B.	<b>Subconsultant Subtotal:</b>	<b>\$0.00</b>
	<b>Other Direct Costs:</b>	
	Travel @ \$0.535 per mi.	\$0.00
	Lodging/Meals	\$0.00
	Printing: Color	\$0.00
	Overnight deliveries	\$19.84
C.	<b>Direct Cost Subtotal:</b>	<b>\$19.84</b>
	<b>A. =</b>	<b>\$49,981.97</b>
	Fixed fee (10.0%):	\$4,998.20
	<b>B. =</b>	<b>\$0.00</b>
	Fixed fee (0.0%):	\$0.00
	<b>C. =</b>	<b>\$19.84</b>
	Fixed fee (0.0%):	\$0.00
		<b>\$55,000.00</b>
	ORIGINAL CONTRACT =	\$290,000.00
	POTENTIAL AQUATIC STUDIES PART 1	\$43,204.00
	AQUATIC IMPACT STUDIES PART 2	\$36,672.00
	DETAILED SEISMIC STUDIES	\$28,294.00
	ADDITIONAL SEISMIC GEOTECHNICAL STUDIES	\$14,000.00
	THIS AMENDMENT	\$55,000.00
	<b>PROJECT TOTAL</b>	<b>\$467,170.00</b>

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

### Cost Proposal

## ATTACHMENT B - COST PROPOSAL

DPW AGREEMENT NO. 594020

### Pine Hill Bridge Hours

Project Name: Pine Hill Bridge over Swain Slough  
Project Number: JP1510

2/21/2012

Project Number: JP1510		Principal in Charge	Project Manager	Senior Engineer - Road PE	Senior Engineer - Bridge PE	Associate Eng - Road	Associate Eng - Bridge	Assistant Engineer - Road	Senior Engineer - Specifications	CADD Operator	Senior Engineer - OAC / Spec	Quincy Engineering Inc. Total Hours	Quincy Engineering Inc. Total Cost	QEI Loaded Cost with OH & Fee	QEI Task Total - with Overhead and Fee	Wreco	SHN	Task Total	QEI Task No.
TASKS		JQ	JM	JU	SMc	KP			KG										
PHASE 1- PRELIMINARY ENGINEERING		\$81.00	\$61.00	\$75.00	\$58.20	\$54.00			\$58.50			0	\$0.00	\$0.00					
1.0 PROJECT MANAGEMENT AND REVIEW MEETINGS												0	\$0.00	\$0.00					
1.1 Project Management			16	16								32	\$2,505.00	\$7,342.41					
1.2 Project Review Meetings			8	31								39	\$2,991.00	\$9,766.58					
Total Task 1															\$16,108.99			\$16,108.99	01-100-001
2.0 TOPOGRAPHIC SURVEY & STREAM CROSS-SECTION COORDINATION												0	\$0.00	\$0.00					
Total Task 2												0	\$0.00	\$0.00	\$0.00			\$0.00	02-100-001
3.0 PRELIMINARY ENGINEERING												0	\$0.00	\$0.00					
3.1 Basis of Design												0	\$0.00	\$0.00					
3.2 Preliminary Roadway and Detour Plans												0	\$0.00	\$0.00					
3.3 Advanced Planning Studies & Type Selection Report												0	\$0.00	\$0.00					
3.4 Project Report												0	\$0.00	\$0.00					
Total Task 3												0	\$0.00	\$0.00	\$0.00			\$0.00	03-100-001
4.0 HYDROLOGY & HYDRAULICS												0	\$0.00	\$0.00					
4.1 Data Review												0	\$0.00	\$0.00					
4.2 Field Reconnaissance												0	\$0.00	\$0.00					
4.3 Hydrologic Analysis												0	\$0.00	\$0.00					
4.4 Hydraulic Analysis												0	\$0.00	\$0.00					
4.5 Bridge Location Hydraulic Study												0	\$0.00	\$0.00					
4.6 Scour Analysis & Countermeasures												0	\$0.00	\$0.00					
4.7 Bridge Design Hydraulic Study Report												0	\$0.00	\$0.00					
Total Task 4												0	\$0.00	\$0.00	\$0.00			\$0.00	04-100-001
5.0 GEOTECHNICAL INVESTIGATIONS & FOUNDATION REPORT												0	\$0.00	\$0.00					
5.1 Kickoff Meeting												0	\$0.00	\$0.00					
5.2 Preliminary Foundation Memorandum												0	\$0.00	\$0.00					
5.3 Bridge Foundation Investigation												0	\$0.00	\$0.00					
5.4 Temporary Construction Crossing												0	\$0.00	\$0.00					
Total Task 5												0	\$0.00	\$0.00	\$0.00			\$0.00	05-100-001
6.0 UTILITY COORDINATION			24	24	8	8						64	\$4,658.00	\$13,643.94					
Total Task 6															\$13,643.94			\$13,643.94	06-100-001
PHASE 2- ENVIRONMENTAL DOCUMENT PREPARATION & PERMITTING SUPPORT												0	\$0.00	\$0.00					
7.0 ENVIRONMENTAL SUPPORT												0	\$0.00	\$0.00					
7.1 Environmental Support			8	40	8	16						72	\$5,001.80	\$14,656.69					
Total Task 7												0	\$0.00	\$0.00	\$14,656.69			\$14,656.69	07-100-001
8.0 TASK 8 - ENVIRONMENTAL MEETINGS												0	\$0.00	\$0.00					
Total Task 8												0	\$0.00	\$0.00	\$0.00			\$0.00	08-100-001
9.0 RIGHT-OF-WAY ASSISTANCE			4	32		16						52	\$3,607.20	\$10,570.54					
Total Task 9												0	\$0.00	\$0.00	\$10,570.54			\$10,570.54	09-100-001
PHASE 3- FINAL DESIGN												0	\$0.00	\$0.00					
10.0 FINAL DESIGN & DETAILING (PROJECT REPORT AND PS&E)												0	\$0.00	\$0.00					
10.1 Design & Submittal of 65% Plans (Unchecked Details)												0	\$0.00	\$0.00					
10.2 Independent Design Check												0	\$0.00	\$0.00					
10.3 Specifications												0	\$0.00	\$0.00					
10.4 Construction Quantities & Estimate												0	\$0.00	\$0.00					
10.5 Quality Control & Constructability Review												0	\$0.00	\$0.00					
10.6 Submittal of 100% (Draft) PS&E												0	\$0.00	\$0.00					
10.7 Draft 100% PS&E												0	\$0.00	\$0.00					
10.8 Independent Final PS&E Review												0	\$0.00	\$0.00					
10.9 Final PS&E (Final Submittal)												0	\$0.00	\$0.00					
Total Task 10												0	\$0.00	\$0.00	\$0.00			\$0.00	10-100-001
PHASE 4- BID PHASE ASSISTANCE												0	\$0.00	\$0.00					
11.0 BIDDING AND POST-AWARD ASSISTANCE												0	\$0.00	\$0.00					
11.1 Bidding Assistance & Pre-Bid/Pro-Con Meetings												0	\$0.00	\$0.00					
11.2 Construction Design Assistance (Optional)												0	\$0.00	\$0.00					
Total Task 11												0	\$0.00	\$0.00	\$0.00			\$0.00	11-100-001
OCC's												259	\$18,762.00		\$19.84			\$19.84	90-100-001
Total Hours and Cost (Excluding Optional Tasks)=		0	60	143	16	40	0	0	0	0	0	259	\$18,762.00	\$64,980.19	\$55,000.00	\$0.00	\$0.00	\$65,000.00	



ATTACHMENT 11

Certificate of Liability Insurance for Quincy Engineering, Inc.

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).

<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090		<b>CONTACT NAME:</b> Nancy Ferrick <b>PHONE (A/C, No, Ext):</b> 510 465-3090 <b>FAX (A/C, No):</b> 510 452-2193 <b>E-MAIL ADDRESS:</b> nferrick@dealeyrenton.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Hartford Casualty Insurance Co.	
		<b>INSURER B:</b> Twin City Fire Ins. Co.	
		<b>INSURER C:</b> XL Specialty Insurance Co.	
		<b>INSURER D:</b> Hartford Accident & Indemnity	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**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 GEN'L 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"/> 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"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional 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. H07-303 / Pine Hill Bridge (4C-173) Detailed Seismic Studies / Project No. 594020.

## 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

*Manuel*

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. H07-303 / Pine Hill Bridge (4C-173) Detailed Seismic Studies / Project No. 594020.

County of Humboldt

Attn: Tony Seghetti

1106 Second Street

Eureka, CA 95501-0579

Countersigned by



Authorized Representative

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2017

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		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Casualty Insurance Co.	NAIC #: 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:	

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  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	57SBWRI1816	09/01/2017	09/01/2018	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 checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	57UEGZC8251	09/01/2017	09/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	57SBWRI1816	09/01/2017	09/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	57WEGGF5050	09/01/2017	09/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional 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)

30 Days Notice of Cancellation.

Ref: Job No. H07-303 / Pine Hill Bridge (4C-173) Detailed Seismic Studies / Project No. 594020.

## 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

*[Signature]*

Insured: Quincy Engineering, Inc.  
Insurer: Hartford Casualty Insurance Co.  
Policy Number: 57SBWRI1816  
Policy Effective Date: 09/01/2017  
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: 09/01/2017

**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. H07-303 / Pine Hill Bridge (4C-173) Detailed Seismic Studies / Project No. 594020.

County of Humboldt

Attn: Tony Seghetti

106 Second Street

Eureka, CA 95501-0579

Countersigned by



Authorized Representative

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2017

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).

<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	<b>CONTACT NAME:</b> Nancy Ferrick <b>PHONE (A/C, No, Ext):</b> 510 465-3090 <b>FAX (A/C, No):</b> 510 452-2193 <b>E-MAIL ADDRESS:</b> nferrick@dealeyrenton.com														
<b>INSURED</b> Quincy Engineering, Inc. 11017 Cobblerock Drive, Suite 100 Rancho Cordova, CA 95670	<table border="1"> <thead> <tr> <th data-bbox="803 425 1437 457">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 425 1576 457">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 457 1437 489"><b>INSURER A:</b> Hartford Casualty Insurance Co.</td> <td data-bbox="1437 457 1576 489">29424</td> </tr> <tr> <td data-bbox="803 489 1437 521"><b>INSURER B:</b> Twin City Fire Ins. Co.</td> <td data-bbox="1437 489 1576 521">29459</td> </tr> <tr> <td data-bbox="803 521 1437 553"><b>INSURER C:</b> XL Specialty Insurance Co.</td> <td data-bbox="1437 521 1576 553">37885</td> </tr> <tr> <td data-bbox="803 553 1437 585"><b>INSURER D:</b> Hartford Accident &amp; Indemnity</td> <td data-bbox="1437 553 1576 585">22357</td> </tr> <tr> <td data-bbox="803 585 1437 617"><b>INSURER E:</b></td> <td data-bbox="1437 585 1576 617"></td> </tr> <tr> <td data-bbox="803 617 1437 646"><b>INSURER F:</b></td> <td data-bbox="1437 617 1576 646"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Hartford Casualty Insurance Co.	29424	<b>INSURER B:</b> Twin City Fire Ins. Co.	29459	<b>INSURER C:</b> XL Specialty Insurance Co.	37885	<b>INSURER D:</b> Hartford Accident & Indemnity	22357	<b>INSURER E:</b>		<b>INSURER F:</b>	
INSURER(S) AFFORDING COVERAGE	NAIC #														
<b>INSURER A:</b> Hartford Casualty Insurance Co.	29424														
<b>INSURER B:</b> Twin City Fire Ins. Co.	29459														
<b>INSURER C:</b> XL Specialty Insurance Co.	37885														
<b>INSURER D:</b> Hartford Accident & Indemnity	22357														
<b>INSURER E:</b>															
<b>INSURER F:</b>															

## 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	ADDITIONAL SUBROGATION	INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	57SBWRI1816	09/01/2017	09/01/2018	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 checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	57UEGZC8251	09/01/2017	09/01/2018	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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	57SBWRI1816	09/01/2017	09/01/2018	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 (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	57WEGGF5050	09/01/2017	09/01/2018	<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)

30 Days Notice of Cancellation.

Ref: Job No. H07-302 / Pine Hill Bridge (4C-173) Terrestrial Impact Studies / Project No. 594020.

## CERTIFICATE HOLDER

## CANCELLATION

County of Humboldt  
 Attn: Chris Whitworth  
 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

*[Signature]*



Insured: Quincy Engineering, Inc.  
Insurer: Hartford Casualty Insurance Co.  
Policy Number: 57SBWRI1816  
Policy Effective Date: 09/01/2017  
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: 09/01/2017

**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. H07-302 / Pine Hill Bridge (4C-173) Terrestrial Impact Studies / Project No. 594020.

County of Humboldt

Attn: Chris Whitworth

106 Second Street

Eureka, CA 95501-0579

Countersigned by



Authorized Representative

Client#: 984

QUINCENGI SEP 05 2017

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/29/2017

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 <b>Dealey, Renton &amp; Associates</b> P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	CONTACT NAME: <b>Nancy Ferrick</b>
	PHONE (A/C, No, Ext): <b>510 465-3090</b> FAX (A/C, No): <b>510 452-2193</b>
	E-MAIL ADDRESS: <b>nferrick@dealeyrenton.com</b>
INSURED <b>Quincy Engineering, Inc.</b> 11017 Cobblerock Drive, Suite 100 Rancho Cordova, CA 95670	INSURER(S) AFFORDING COVERAGE
	INSURER A: <b>Hartford Casualty Insurance Co.</b> NAIC # <b>29424</b>
	INSURER B: <b>Twin City Fire Ins. Co.</b> NAIC # <b>29459</b>
	INSURER C: <b>XL Specialty Insurance Co.</b> NAIC # <b>37885</b>
	INSURER D: <b>Hartford Accident &amp; Indemnity</b> NAIC # <b>22357</b>
	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	57SBWRI1816	09/01/2017	09/01/2018	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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	57UEGZC8251	09/01/2017	09/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	57SBWRI1816	09/01/2017	09/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	57WEGGF5050	09/01/2017	09/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional 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)

30 Days Notice of Cancellation.

Ref: Job No. H07-301 / Pine Hill Bridge (4C-173) Aquatic Impact Studies / Project No. 594020.

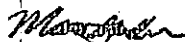
## CERTIFICATE HOLDER

County of Humboldt  
Attn: Chris Whitworth  
1106 Second Street  
Eureka, CA 95501-0579

## CANCELLATION

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



© 1988-2014 ACORD CORPORATION. All rights reserved.

Insured: Quincy Engineering, Inc.  
Insurer: Hartford Casualty Insurance Co.  
Policy Number: 57SBWRI1816  
Policy Effective Date: 09/01/2017  
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: 09/01/2017

**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. H07-301 / Pine Hill Bridge (4C-173) Aquatic Impact Studies / Project No. 594020.

County of Humboldt

Attn: Chris Whitworth

106 Second Street

Eureka, CA 95501-0579

Countersigned by



Authorized Representative