

**FOURTH AMENDMENT
AGREEMENT FOR ENGINEERING SERVICES
FOR
MATTOLE ROAD BRIDGE (04C-055)
OVER MATTOLE RIVER AT HONEYDEW
Project No. 594055**

This Fourth Amendment to the Agreement for Professional Services dated January 24, 2012, as amended on May 13, 2014, March 22, 2016 and December 6, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Morrison Structures, Inc., a California corporation, hereinafter referred to as "CONSULTANT," is entered into this 19th day of April, 2022.

WHEREAS, on January 24, 2012, COUNTY and CONSULTANT entered into an Agreement for design engineering services ("Engineering Services Agreement") to prepare bridge replacement plans for the Mattole Road Bridge (04C-055) over the Mattole River at Honeydew; and

WHEREAS, on May 13, 2014, COUNTY and CONSULTANT amended the Engineering Services Agreement in order to extend the deadline for delivery of services to March 31, 2016; and

WHEREAS, on March 22, 2016, COUNTY and CONSULTANT amended the Engineering Services Agreement in order to extend the deadline for delivery of services to March 31, 2019; and

WHEREAS, on December 6, 2016, COUNTY and CONSULTANT amended the Engineering Services Agreement in order to designate North State Resources, Inc. (Stantec Consulting Service Inc.) as the entity which CONSULTANT must assist in the development of environmental documentation; and

WHEREAS, the COUNTY and CONSULTANT now desire to further amend the Engineering Services Agreement in order to increase the maximum amount payable thereunder and adjust the rates of compensation set forth therein.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Article V – Payment for Services of the Engineering Services Agreement is hereby amended to read as follows:
 - 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 \$695,000.00 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 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 \$25,000.00 entered into as a result of the Agreement shall contain all the provisions of this Article.
 - 5.06 If COUNTY substantially alters the scope of work the maximum fee may be changed by Supplemental Agreement.
- 2. Exhibit C – Consultant’s Fee Schedule of the Engineering Services Agreement, is hereby amended to include the additional costs set forth in Attachment A – Amended Consultant Fee Schedule, which is attached hereto and incorporated herein by reference as if set forth in full.
 - 3. Except as modified herein, the Engineering Services Agreement dated January 24, 2012, as amended on May 13, 2014, March 22, 2016 and December 6, 2016, shall remain in full force and effect. In the event of a conflict between the provisions of this Fourth Amendment and the original Engineering Services Agreement, or any prior amendments thereto, the provisions of this Fourth Amendment shall govern.

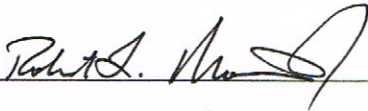
[Signatures on Following Page]

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

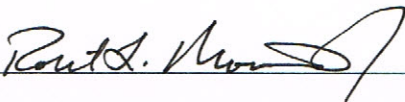
MORRISON STRUCTURES, INC.:

By: 

Date: 4/25/22

Name: ROBERT L. MORRISON, JR.

Title: PRESIDENT (SOLE OFFICER)

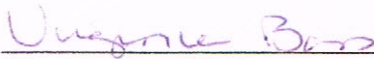
By: 

Date: 4/25/22

Name: ROBERT L. MORRISON, JR.

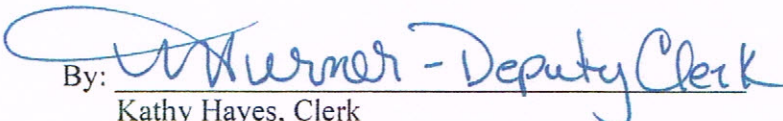
Title: SECRETARY (SOLE OFFICER)

COUNTY OF HUMBOLDT:

By: 
Virginia Bass, Chair
Humboldt County Board of Supervisors

Date: 4/19/22

ATTEST:

By:  - Deputy Clerk
Kathy Hayes, Clerk
Humboldt County Board of Supervisors

Date: 4-19-22

INSURANCE REQUIREMENTS APPROVED:

By: Phillips, Amanda
Risk Management

Digitally signed by Phillips, Amanda
Date: 2022.04.14 14:50:02 -07'00'

Date: _____

LIST OF ATTACHMENTS:

Attachment A – Amended Consultant Fee Schedule

ATTACHMENT A
AMENDED CONSULTANT FEE SCHEDULE

**Mattole River Bridge on Mattole Road at Honeydew
County of Humboldt, California
ENGINEERING SERVICES BUDGET INCREASE ESTIMATE - AMENDMENT 4**

Exhibit A-1 Scope of Services
Phase: Phase III, Phase IV, & Phase V - (Amendment 4)
DIRECT LABOR

EXPENSES

ITEM	C	T2	T5	E2	E3	E4	E5	E6	COST PER ITEM	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
Project Management	\$69.21	\$103.62	\$124.50	\$174.00	\$145.35	\$175.26	\$216.51	\$229.32		Expenses(mileage, binders, supplies, etc.)	1	LS	\$350.00	\$350.00
Meetings		2			4				\$20,846.04					
Geotechnical Investigation									\$5,167.80					
Update Type Selection Study/Caltrans		4							\$3,669.12	Subconsultants				
Design Rpt- Coord w/Caltrans		2							\$11,880.48	Crawford, Addl Geotech Final	1	LS	\$11,921.00	\$11,921.00
Right-of-Way Coordination		8							\$11,673.24	RN Valentine/Indep Check	1	LS	\$20,000.00	\$20,000.00
65% Unchecked Detail Update		220			185				\$2,663.52	PHI, Addl Hydraulic Study	1	LS	\$5,000.00	\$5,000.00
Independent Review									\$76,057.95	Technician Detail/Drafting	1	LS	\$44,713.00	\$44,713.00
100% PS&E		80			64				\$18,345.60	Advanced Engineering Graphics				
Final PS&E		40			12				\$35,937.60	Roadway Plans				
Bid Phase Assistance					12				\$10,475.40					
Environmental & Permitting Support		16			16				\$4,496.04					
									\$9,487.20					
Manhours/Grade	0	372	0	0	293	0	0	565					TOTAL EXPENSES	\$81,984.00
									DIRECT LABOR					
									\$210,699.99					
									TOTAL LABOR HOURS					
									1230					
TOTAL COST LABOR AND EXPENSES														\$292,683.99
For Budget Purposes														\$293,000.00

2022 Direct Labor Rates utilized **anticipated salary rate increases for this Final Design Phase = \$0.00

Date: 3/14/22

MORRISON STRUCTURES, INC.

Mattole Road Bridge (4C-55) over Mattole River at Honeydew
Contract 594055 - Amendment 4

HOURLY RATES FOR PROFESSIONAL SERVICES
(Effective January 1, 2022 through December 31, 2023)

PERSONNEL	2022	2023		
Structural Engineer (E6)	\$229.32/hr	\$236.19/hr		
Senior Engineer or Senior Architect (E5)	\$216.51/hr	\$223.00/hr		
Engineer or Architect (E4)	\$175.26/hr	\$180.51/hr		
Associate Engineer or Architect (E3)	\$145.35/hr	\$149.71/hr		
Engineer or Architect (E2)	\$114.00/hr	\$117.42/hr		
Assistant Engineer or Architect (E1)	\$ 95.00/hr	\$ 97.85/hr		
Senior Technician (T5)	\$124.50/hr	\$128.24/hr		
Technician (T2)	\$103.62/hr	\$106.73/hr		
Clerical (C)	\$ 69.21/hr	\$ 71.29/hr		

EXPENSES

Expenses include, but are not limited to, reproduction, travel subsistence, mailing, special consultants, outside purchases and services, and other subcontracts. These are charged at 1.00 x cost.

Vehicle mileage will be at \$0.585 per mile.

HOURLY RATES

Hourly rates include overhead and office equipment, etc. Hourly rates are applicable during travel to and from jobsite.

EXPERT WITNESS RATES

Deposition and trial testimony \$300 per hour, 4 hour minimum. Meetings and preparation at regular hourly rates listed above.



ADDITIONAL REMARKS SCHEDULE

AGENCY IOA Insurance Services		License # 0E67768	NAMED INSURED Morrison Structures, Inc. 1890 Park Marina Drive, Suite 104 Redding, CA 96001
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Professional Liability: Effective 11/18/2011, coverage includes \$1,000,000 project specific excess limit endorsement (for total limit of \$2,000,000 per claim and \$2,000,000 aggregate) for the Humboldt County project as referenced above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II - LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance - COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II - LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us - COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II - LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

- ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.

Job Description

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: _____
insured
Morrison Structures, Inc.

Policy No. PSW0001303
Insurance Company
RLI Insurance Company

Endorsement No. _____

Countersigned By _____