

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

This Fifth Amendment to the Agreement for Professional Services dated January 24, 2012, as amended on May 13, 2014, March 22, 2016, December 6, 2016, and April 19, 2022, 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 _____ day of _____, 2023.

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;

WHEREAS, on April 19, 2022, COUNTY and CONSULTANT amended the Engineering Services Agreement in order to compensate the consultant for additional design services due to higher level environmental documentation, additional alternative bridge type studies, construction impact analysis, recent changes to Caltrans seismic design codes, and changes to Caltrans review and approval process; 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

\$756,000.00 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, December 6, 2016, and April 19, 2022, shall remain in full force and effect. In the event of a conflict between the provisions of this Fifth Amendment and the original Engineering Services Agreement, or any prior amendments thereto, the provisions of this Fifth Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Fifth 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: Robert L. Morrison, Jr.

Date: 4/5/23

Name: ROBERT L. MORRISON, JR.

Title: PRESIDENT (SOLE OFFICER)

By: Robert L. Morrison, Jr.

Date: 4/5/23

Name: ROBERT L. MORRISON, JR.

Title: SECRETARY (SOLE OFFICER)

COUNTY OF HUMBOLDT:

By: _____
Steve Madrone, Chair
Humboldt County Board of Supervisors

Date: _____

ATTEST:

By: _____
Kathy Hayes, Clerk
Humboldt County Board of Supervisors

Date: _____

INSURANCE REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: _____

LIST OF ATTACHMENTS:

Attachment A – Amended Consultant Fee Schedule

ATTACHMENT A
AMENDED CONSULTANT FEE SCHEDULE



MORRISON STRUCTURES, INC.
1890 PARK MARINA DR., STE 104
REDDING, CA 96001
530-246-8625 (FAX)
530-246-8628

MORRISON STRUCTURES, INC.

March 31, 2023

Mr. Tony Seghetti
Deputy Director
County of Humboldt Department of Public Works
1106 Second Street
Eureka, CA 95501

Dear Mr. Seghetti:

Subject: Agreement for Professional Services for Mattole Road Bridge (4C-55) over Mattole River at Honeydew, Contract 594055 – Amendment Budget Increase Request

The purpose of this letter is to request additional budget for Morrison Structures to complete our proposed scope of work for the Mattole River Bridge at Honeydew project to December 31, 2024. We are requesting that our fee schedule total cost of \$695,000 be increased by \$61,000 to a total cost of \$756,000.00 This request is due to the increase in professional services that have been necessary for Morrison Structures to provide over the course of the last 12 months during the Bridge Final Design phase of the project and to revise the final design to accommodate curb mounted bridge railing along each edge. We have estimated that the additional funds requested will allow Morrison Structures to continue to provide our engineering services to gain confirmation of the bridge construction project from Caltrans and to perform the services for the remaining portion of the Bridge Final Design phase, the Bid Phase Assistance, and the Environmental and Permitting Support phase of the project as described within our Agreement for Professional Services.

The following is a list of the primary project requirements, beyond initially anticipated scope and outside of our control, that necessitated additional services for Morrison Structures to perform and therefore we are requesting additional budget to complete our project services going forward.

- The project roadway geometry and the clear bridge width was modified for the bridge and approaches this past year requiring Morrison Structures to reconfigure and redesign the bridge girder steel superstructure and bracing this past year.
- Structure Type Selection report for this project has required more extensive effort and several updates and modifications satisfy Caltrans.
- A recent change to the barriers on the bridge requires ST-75 barriers adding 2 feet of additional bridge deck overhang along each side. This change will affect the majority of the final bridge drawings to be revised and additional engineering to determine any necessary changes to the deck, girders, and abutments. Retaining walls are also affected by this width change. This change requires revisions to structure quantities, the structure cost estimate, potentially the special provisions, and coordination with the roadway geometry.
- Project management and coordination for our services for the project has required more labor than originally anticipated.

March 31, 2023
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We have enclosed our budget increase cost proposal estimate for completing our scope of services. Our cost proposal estimate utilizes the hourly rates for our professional services along with our subconsultants' costs for their services to be completed. We have also enclosed Hourly Rates for Morison Structures for 2022 and 2023. If you have any questions or need further information to assist in reviewing our request for additional funding don't hesitate to call me at 530/246-8628.

Sincerely

MORRISON STRUCTURES

A handwritten signature in black ink, appearing to read "Robert L. Morrison, Jr.", with a stylized flourish at the end.

Robert L. Morrison, Jr., SE
Structural Engineer, Project Manager

Enclosures

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.