



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 KK Other _____

TYPE OF ITEM:

Consent
 Departmental
 Public Hearing
 Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Wilson Seconded by Supervisor Sundberg

Ayes Sundberg, Fennell, Bass, Wilson

Nays _____

Abstain _____

Absent Bohn

PREVIOUS ACTION/REFERRAL:

Board Order No. D-16

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

Meeting of: June 21, 2016

Dated: 12/5/17

By: _____

1  Kathy Hayes, Clerk of the Board

**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 5th 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.

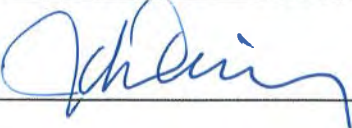
IN WITNESS WHEREOF, the parties hereto have entered into this Eighth Amendment as of the effective date indicated above.

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

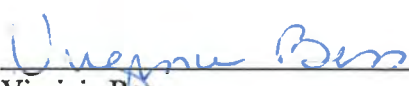
By: 

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. BRL0-5904 (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.

Table with 2 columns: Summary by Task, Additional Amount Requested. Rows include 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), Total Additional Work (\$55,000.00), and Total Amendment Request (\$55,000.00).

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.	Subtotal:	\$49,981.97
	Subconsultant Costs:	
	(1). WRECO (uDBE):	\$0.00
	(2). SHN:	\$0.00
B.	Subconsultant Subtotal:	\$0.00
	Other Direct Costs:	
	Travel @ \$0.535 per mi.	\$0.00
	Lodging/Meals	\$0.00
	Printing: Color	\$0.00
	Overnight deliveries	\$19.84
C.	Direct Cost Subtotal:	\$19.84
	A. =	\$49,981.97
	Fixed fee (10.0%):	\$4,998.20
	B. =	\$0.00
	Fixed fee (0.0%):	\$0.00
	C. =	\$19.84
	Fixed fee (0.0%):	\$0.00
		\$55,000.00
	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
	PROJECT TOTAL	\$467,170.00

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

