



COUNTY OF DEL NORTE
COMMUNITY DEVELOPMENT DEPARTMENT

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Roads
(707) 464-7238

Building Inspection
(707) 464-7253

Environmental Health
(707) 465-0426

BOARD MEMO

DATE: December 4, 2018 **AGENDA DATE:** December 11, 2018
TO: Del Norte County Board of Supervisors
FROM: Rosanna Bower, Assistant County Engineer *RB*
SUBJECT: Requa Road at Hunter Creek Bridge Replacement Project – Amendment 3

Recommendation:

Authorize the Chair to execute Amendment 3 to the Agreement for Professional Services (DNCO AGMT #2013-109) for the Requa Road at Hunter Creek Bridge Replacement Project.

Discussion/Summary:

The Agreement for Professional Services (DN CO AGMT # 2013-109) for the Requa Road at Hunter Creek Bridge Replacement Project is set to expire December 31, 2018. Staff is in the middle of negotiations with Quincy Engineering, Inc. for an amendment that will likely complete the preliminary engineering phase of the project. In the interim, the contract will expire. If the contract expires a new solicitation would need to be released which would result in significant inefficiencies. Staff is recommending the Board approve an amendment extending the contract end date to June 30, 2019 which will allow negotiations of the contract amendment and review by legal counsel to be completed.

Alternatives: (1) Deny the contract amendment and let the contract expire.

Financing: Highway Bride Program, Toll Credits

Other Agency Involvement: Caltrans

Attachments: Amendment 3

Signatures Required: Chair of the Board on Amendment 3

Administrative Sign-Offs:

Account Numbers:

- | | |
|--|--|
| <input type="checkbox"/> Auditor: _____ | <input type="checkbox"/> CDD: 101-260-20221 |
| <input checked="" type="checkbox"/> County Counsel: <u>Amendment 3</u> | <input type="checkbox"/> CSA: 307-077-20221 |
| <input type="checkbox"/> CAO: _____ | <input type="checkbox"/> Engineering: 101-183-20221 |
| <input type="checkbox"/> Personnel: _____ | <input type="checkbox"/> Flood Control: 303-061-20221 |
| <input type="checkbox"/> Other: _____ | <input checked="" type="checkbox"/> Roads: 102-311-20221 |

Children’s Impact Statement

This section meets the following outcome measure(s) for children in Del Norte County.

- Children ready for and succeeding in school.
- Children and youth are healthy and preparing for adulthood.
- Families are economically self-sufficient.
- Families are safe, stable and nurturing.
- Communities are safe and provide a high quality of life.
- No impact to Children as a result of this action.

Reviewed By:

Heidi Kunstal
Heidi Kunstal, Director

**THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
HUNTER CREEK BRIDGE REPLACEMENT PROJECT
ON REQUA ROAD IN KLAMATH, CA**

THIS THIRD AMENDMENT is made and entered into on December 11, 2018, by and between COUNTY OF DEL NORTE, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and QUINCY ENGINEERING, INCORPORATED, a California corporation, hereinafter referred to as "CONSULTANT."

RECITALS

WHEREAS, COUNTY AND CONSULTANT previously entered into an Agreement on August 27, 2013, First Amendment on December 9, 2014, and Second Amendment on March 28, 2017 to provide engineering design and consulting services for the replacement of the Hunter Creek Bridge on Requa Road in Klamath, CA (hereinafter "Agreement"); and

WHEREAS, the Agreement was previously amended; and

WHEREAS, COUNTY and CONSULTANT desire to formally amend said Agreement to extend the term; and

WHEREAS, the services to be provided by the CONSULTANT are not services provided by COUNTY employees and, therefore, will not displace civil service employees, but are special services authorized by Government Code Section 31000.

NOW, THEREFORE, the Agreement is amended as follows:

1. TERM OF AGREEMENT

The term of the agreement is to remain in effect until all services covered by the original agreement and subsequent amendments are complete or June 30, 2019, whichever occurs first.

2. SCOPE OF SERVICES

No revisions.

3. COMPENSATION

A. Time and Expenses. No revisions.

B. Maximum Payable. No revisions.

4. REAFFIRMATION

Except as expressly stated herein, the Agreement shall remain in full force and effect.

5. ENTIRE AGREEMENT

The Agreement, as amended by this Amendment, and any attachments hereto, constitute the entire understanding between COUNTY and CONSULTANT concerning the subject matter contained herein.

6. EFFECTIVE DATE

This Amendment shall be deemed effective as of the date funds are secured by the County from Caltrans.

7. AUTHORITY TO EXECUTE

Each person executing this Agreement represent and warrants that he or she is duly authorized and has legal authority to execute and deliver this Amendment for or on behalf of the parties to this Amendment. Each party represents and warrants to the other that the execution and delivery of the Amendment and the performance of such party's obligations hereunder have been duly authorized.

8. COUNTERPARTS

This Amendment may be executed in counterparts and shall be deemed executed when signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement as of the day and year first written above.

COUNTY OF DEL NORTE, a political subdivision of the State of California

QUINCY ENGINEERING,
INCORPORATED, a California corporation

By: _____
Chris Howard, Chair
Board of Supervisors

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

Amendment Approved by
Board of Supervisors:

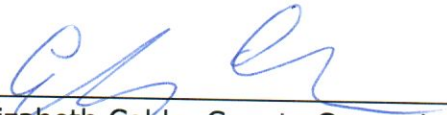
Agenda Date: _____

Item Number: _____

ATTEST

By: _____
Kylie Heriford, Clerk
Board of Supervisors

REVIEWED AND APPROVED

By: 
Elizabeth Cable, County Counsel
County Counsel