FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Fourth Amendment ("Amendment"), dated as of	, 20 ("Effective
Date") is made by and between the County of Sonoma, a political subdivision of	of the State of California
("County"), and Consor North America, Inc., an Oregon corporation (formerly	Quincy Engineering Inc.)
("Consultant").	

RECITALS

WHEREAS, County and Consultant previously entered into that certain Agreement for Professional Services dated September 24, 2013 (the "Original Agreement") to provide engineering design services for the Freestone Flat Bridge Project (C11004); and

WHEREAS, County and Consultant executed a First Amendment on November 10, 2015 (the "First Amendment") in order to extend the Term of the Agreement to December 31, 2020; and

WHEREAS, County and Consultant executed a Second Amendment on July 23, 2019 (the "Second Amendment") in order increase the budget for preparation of environmental documents and reports; prepare stormwater treatment design plans, specifications and cost estimates; perform tree surveys; and to extend the Term of the Agreement to December 31, 2022; and

WHEREAS, County and Consultant executed a Third Amendment on February 8, 2022 (the "Third Amendment") in order increase the budget to finalize environmental documents and reports; acquire environmental permits; update designs, specifications and cost estimates; update plats, legal descriptions, and Record of Survey; update the foundation report; and to extend the Term of the Agreement to December 31, 2025; and

WHEREAS, The Original Agreement as amended by the First Amendment, Second Amendment and Third Amendment shall be referred to herein as the "Agreement"; and

WHEREAS, County and Consultant desire to further amend the Agreement in order to add additional scope, increase the not-to-exceed value, and to extend the Term of the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. <u>Article 1.1 of the Agreement is amended by adding the following language to Section 1.1 - Consultant's Specified Services:</u>

In addition to the services set forth in the Agreement, Consultant shall perform the additional services described in Exhibit "A", attached to this Amendment and incorporated into the Scope of Work by this reference, within the times or by the dates provided for in Exhibit "A" to this Amendment and pursuant to <u>Article 7</u>, Prosecution of Work. In the event of a conflict between the body of the Agreement and Exhibit "A" to this Amendment, the provisions in the body of the Agreement shall control.

2. Article 2 of the Agreement is deleted in its entirety and replaced with the following:

Payment.

For all services and incidental costs required under the Agreement, as amended, Consultant shall be paid

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on a time and material/expense basis in accordance with the cost proposal attached to the Original, Agreement, the Second Amendment, Third Amendment and this Amendment, as applicable; provided, however, that total payments to Consultant shall not exceed \$833,226 (\$553,273 + \$204,104.94 +75,847.63), without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed. All amounts paid to the Consultant shall be subject to audit by the County.

Contingency.

A 10% contingency will be paid for authorized services as deemed necessary for services not included in the Scope of Work, provided, however, that total payments to the Consultant do not exceed \$83,323 (\$75,738 + \$7,585). Work shall not commence on any contingency services until written authorization is received from the County. Any contingency work done without written authorization may not be reimbursable.

Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Article 3 of the Agreement is deleted in its entirety and replaced with the following:

3. Term of Agreement

The term of this Agreement shall be from <u>Effective Date</u> of the Original Agreement to <u>December 31</u>, <u>2029</u>, unless terminated earlier in accordance with the provisions of <u>Article 4</u>.

4. Full Force and Effect.

Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of the County arising thereunder.

5. Applicable Law and Forum.

This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Amendment or the for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

SIGNATURES FOLLOW ON NEXT PAGE -

- REMAINDER of PAGE INTENTIONALLY BLANK -

CONSULTANT:		COUNTY OF SONOMA:				
Consor North Ame	erica, Inc.					
By: DocuSigned by:	_	CERTIFICATES OF INSURANCE ON				
Name: A4462E9A1E784E0	C Jason Jurrens	FILE WITH AND APPROVED AS				
Title:	District Manager	TO SUBSTANCE FOR COUNTY:				
Date:	10/31/2025 9:07:19 PM EDT	_ By:				
		Department Analyst				
		Date:				
		APPROVED AS TO FORM FOR				
		COUNTY:				
		Ву:				
		County Counsel				
		Date:				
		By:				
		Chair, Board of Supervisors				
		Date:				
		Attest:				
		By:				

Clerk of the Board of Supervisors





John Leong Sonoma County Public Infrastructure Department Transportation & Public Works 400 Aviation Boulevard, Suite 100 Santa Rosa, CA 95403 October 3, 2025

RE: Freestone Flat Bridge Replacement at Salmon Creek
Amendment 4 - Construction Support

Dear Mr. Leong,

At the County's request we have prepared a scope of work to perform Construction Support Services for the Freestone Flat Bridge Replacement at Salmon Creek. We have labeled the scope task 22 since the last task in the original contract was Task 21. These services will be engaged on an as need basis when requested by the County. Consor has outlined the anticipated scope of work in Attachment 1. The hours generated for these services are based upon a history of level of efforts for similar projects. The actual level of effort could be higher or lower depending on the experience level of the contractor, the construction management firm and quality of the contractor submittals. Poor quality submittals often require multiple revisions and a level of review effort that is difficult to estimate. As a result we have placed an hours cap for each task. The compensation for these services would be based on actual cost plus overhead plus fee basis with a not to exceed budget \$75,847.63.

Consor also request a contract time extension. The current contract expires December 31, 2025. Consor recommends extending the contract to at least December 31, 2029 so that we can complete construction support and deliver final As-Built plans at the end of construction.

Last, Consor requests that the job classifications and rate ranges shown in the cost proposal be used on this job moving forward. After Quincy and Consor merged practices, the names of several job classifications have changed. It will be easier for accounting to invoice the project under the current job classification and actual rates within the specified ranges.

The **Consor** Team looks forward to working with you and your staff to complete this project. If you have any questions or require additional information, please contact us.

Sincerely,

Greg Young, PE

PROJECT MANAGER

Consor

greg.young@consoreng.com

ATTACHMENTS:

- 1. Scope of Work
- 2. Cost Proposal



Attachment 1 – Scope of Work

Task 22: Construction Support

TASK 22.1 - Project Coordination & Support

Consor will coordinate between the County/Consultant Construction Management Team (CM Team) members to monitor and ensure the proper resources are assigned to the project and communicate regularly with Team members. These efforts will also include coordination with subconsultants for services required, and generating monthly invoices.

Consor could attend the Pre-Construction meeting virtually with the CM Team to address any questions raised by Contractor or Sub-Contractors.

The level of effort for this task is estimated at 32 hours.

TASK 22.2 - Request for Information (RFI), CCO's Support

Consor maintains the same high level of service through the completion of construction as we do during the design phase. We work closely with the CM Team to provide clarifications as needed to the design to ensure timely response to the Contractor. We recognize the importance of having timely responses to questions and information. There is time allocated for the generation of Revised Contact Drawings that may be required for Construction Change Orders (CCOs) as well as time to prepare cost estimates or exhibits. Effort associated with a CCO resulting from a Consor error or omission would not be billed to the County.

Consor may also be coordinating with **Crawford and Associates** our Geotechnical subconsultant regarding the CIDH Pile installation, and any possible pile mitigations required as part of the gamma-gamma inspections. Both **Consor** and **Crawford and Associates** would be available to modify their designs or make recommendations based upon the gamma-gamma readings performed by the **CM Team**.

The level of effort for this task is estimated to be 56 hours.

TASK 22.3 - Submittal Reviews

If necessary, the **Consor** Team could be available to support the **CM Team** on submittal reviews. This scope assumes that Consor will not be in responsible charge of all structure submittals. **Consor** assumes the **CM Team** will be the primary reviewer on structure submittals not explicitly listed in **Consor's** scope. In general material submittals, temporary structures, and submittals that involve general conformance with the plans and specifications would be the responsibility of the **CM Team**. The following is a partial list of possible structure submittal that would be reviewed by the **CM Team**:

- ✓ Bridge Removal Plan
- √ Falsework Plan Submittal
- ✓ Temporary Shoring

- Rebar Shop Drawings
- ✓ Joint Seal Shop Drawings
- ✓ Bearing Pad Shop Drawings

Consor anticipates being in responsible charge for the review and authorization of the following submittals:

- √ Prestress Shop Drawings
- ✓ CIDH Pile Install Pile
- √ Pile Mitigation Plan (if necessary)
- ✓ Concrete Barrier Post Layout and Tubular Hand Railing



If Consor is not listed in responsible charge, it is assumed that the CM Team would be responsible as the sole reviewer. Consor would be available to assist in any submittal review up to the total task hours. **Crawford and Associates** will also be available to review portions of the CIDH Pile Install Submittal if required.

The total estimated level of effort for this task for Consor is 84 hours.

TASK 22.4 - Field Reviews or Special Observations

To support the Construction Management Team, **Consor** has budgeted four (4) field reviews or special observations. This could be to review and discuss issues in the field or this could be to observe potential change in conditions that must be considered. **Consor** is also available for observation of specific elements of construction as needed by the **CM Team**.

The total estimated level of effort for this task for Consor is 48 hours.

TASK 22.5 - Prepare and Submit As-Builts

Consor will take redline as-built drawings from CM Team and prepare changes as necessary electronically to CAD files. Drawings will be prepared for Resident Engineer signature and project acceptance. Consor will also prepare electronic bridge files for submittal to Caltrans Structures Maintenance for incorporation into their BIRIS system.

The total level of estimated effort for this task for **Consor** is 48 hours but will be dependent on the amount of modifications and detail revisions from the field.

Cost Proposal

	Project Number: N13S221CA.00 Project Name: Freestone Flat Bridge Replacement at Salmon Creek															
		Je		Engineer	Designer	Designer			anager	ant	itor	Total Hours	Budget	Escalation	ssociates	Subtotal
Task No.	TASKS	Principal Engineer	Senior Engineer	Professional Eng	Engineering Des	Senior CAD Des	CAD Technician	Student Intern	Senior Project Manager	Project Accountant	Project Coordinator	Consor Total	Consor NLF B	NLF + Escal	Crawford and A	Subconsultant Subtotal
		GRY	SeEn	PrEn	EnDe	CADm	CADt	Stln	SePM	AdAs	PrCo		Actual Labor Multiplier			
No.	Initial Hourly Rate	\$105.19	\$87.02	\$61.82	\$45.28	\$77.25	\$48.14	\$21.85	\$93.14	\$40.00	\$46.00		iviuitipiier			
NO.	Key Personnel	Yes	No.02	No	No.	No No	No.14	No	No	No	No					
_	Prevailing Wage	No	No	No	No	No	No	No	No	No	No					
	Trotaining trage	110	140	140	140	140	140	110	140	110	140		3.0041			
22.0	Construction Support											0	\$0	\$0		\$0
22.1	Project Coordination & Support	24									8	32	\$8,690	\$9,215		\$0
22.2	Request for Information (RFI), CCO's Support	40		16								56	\$15,611	\$16,556	\$5,000	\$5,000
22.3	Submittal Reviews	24		60								84	\$18,727	\$19,860		\$0
22.4	Field Reviews or Special Observations	48										48	\$15,168	\$16,086		\$0
22.5	Prepare and Submit As-Builts	4				4	40					48	\$7,977	\$8,459		\$0
	Subtotal - Hours	140	0	76	0	4	40	0	0	0	8	268	\$66,172.87	\$70,176		0
	Anticipated Salary Increases									-			\$4,002.76			
	Other Direct Costs	011707		0.1.000		****	44.000				****	400.000	\$672.00		45.000	0
	Total Cost	\$14,727	\$0	\$4,698	\$0	\$309	\$1,926	\$0	\$0	\$0	\$368	\$22,028	\$70,848		\$5,000	\$5,000

Freestone Bridge Replacement Amendment 4 - Construction Support 100325.xlsm Project 1 Hrs 10/3/2025

Exhibit 10-H1 Cost Proposal Page 1 of 3 Cost-Plus-Fixed Fee or lump sum or Firm Fixed Price contracts (Design, Engineering and Environmental Studies) Note: Mark-ups are Not Allowed ✓ Prime Consultant ☐ Subconsultant 2nd Tier Subconsultant Project: Freestone Flat Bridge Replacement at Salmon Creek Consultant Consor North America, Inc. N13S221CA.00 C11004 Contract No. Date 10/3/2025 DIRECT LABOR Actual Classification/Title Name Initials Hours Total **Hourly Rate** GRY 140 14,726.60 Principal Engineer Young, Gregory 105.19 0 87.02 Senior Engineer Senior Engineer SeEn \$ \$ Professional Engineer Professional Engineer PrEn 76 \$ 61.82 \$ 4,698.32 Engineering Designer Engineering Designer EnDe 0 45.28 Senior CAD Designer Senior CAD Designer CADm 4 77.25 \$ 309.00 \$ 40 CAD Technician CAD Technician **CADt** \$ 48.14 \$ 1,925.60 Student Intern 0 \$ 21.85 \$ Student Intern StIn Senior Project Manager SePM 0 \$ 93.14 Senior Project Manager Project Accountant 0 40.00 Project Accountant AdAs Project Coordinator Project Coordinator PrCo 8 \$ 46.00 \$ 368.00 268 Subtotal: 22,027.52 LABOR COSTS a) Subtotal Direct Labor Costs \$ 22,027.52 b) Anticipated Salary Increases (see page 2 for calculation) 1,332.43 23,359.95 c) Total Direct Labor Costs [(a) + (b)] \$ INDIRECT COSTS d) Fringe Benefits (Rate: 39.00%): e) Total Fringe Benefits [(c) x (d)] \$ 9,110.38 f) Overhead (Rate: 134.10%): g) Overhead [(c) x (f)] \$ 31,325.70 h) General and Administrative (Rate: 0.00%): i) Gen & Admin [(c) x (h)] \$ 40,436.08 j) Total Indirect Costs [(e) + (g) + (i)] 6,379.60 FIXED FEE k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00%] 1) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary) **Description of Item** Quantity Unit **Unit Cost** Total 960 Miles 0.700 672.00 Mileage Costs Per Diem/Hotel Day Equipment Rental and Supplies EA Permit Fees EA Vendor Reproduction Vellun 81/2 X 11 Reproduction EA 11 X 17 Reproduction EA Mounting Boards for Presentations EA Newsletters (Translation and printing EA Title Report EA Miscellaneous 1) TOTAL OTHER DIRECT COSTS 672.00 m) SUBCONSULTANTS' COSTS (Add additional pages if necessary) 5,000.00 Crawford and Associates m) TOTAL SUBCONSULTANTS' COSTS 5,000.00

NOTES

1. Key personnel <u>must</u> be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

n) Total Other Direct Costs INCLUDING SUBCONSULTANTS [(1)+(m)]

TOTAL COST [(c) + (j) + (k) + (n)]

- 2. The cost proposal format shall not be amended. Indirect cost rates shall remain fixed for the life of the contract.
- 3. Anticipated salary increases calculation (page 2) must accompany.

5,672.00

75,847.63

Exhibit 10-H1 Cost Proposal Page 2 of 3

Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts

(Calculations for Anticipated Salary Increases)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Dir	ect Labor Subtotal per	Total Hours per Cost		Avg Hourly	5 Year Contract Duration
	Cost Proposal Proposal			Rate	5 Year Contract Duration
\$	22,027.52	268	=	\$82.19	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate	Pt	roposed Escalation			
Year 1	\$82.19	+	5%	=	\$86.30	Year 2 Avg Hourly Rate
Year 2	\$86.30	+	5%	=	\$90.62	Year 3 Avg Hourly Rate
Year 3	\$90.62	+	5%	=	\$95.15	Year 4 Avg Hourly Rate
Year 4	\$95.15	+	5%	=	\$99.91	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	0.00%	*	268	=	0	Estimated Hours Year 1
Year 2	80.00%	*	268	=	214	Estimated Hours Year 2
Year 3	20.00%	*	268	=	54	Estimated Hours Year 3
Year 4	0.00%	*	268	=	0	Estimated Hours Year 4
Year 5	0.00%	*	268	=	0	Estimated Hours Year 5
	Total	#	Total	=	268	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$82.19	*	0	=	\$0.00	Estimated Hours Year 1
Year 2	\$86.30	*	214	=	\$18,502.72	Estimated Hours Year 2
Year 3	\$90.62	*	54	=	\$4,857.23	Estimated Hours Year 3
Year 4	\$95.15	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$99.91	*	0	=	\$0.00	Estimated Hours Year 5
	Total Dir	ect Labor	r Cost with Escalation	=	\$23,359.95	
	Direct L	abor Subt	otal before Escalation	=	\$ 22,027.52	
	Estima	ted total o	of Direct Labor Salary			Transfer to Page 1
			Increase	=	\$1,332.43	C

NOTES:

- 1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $$250,000 \times 2\% \times 5 \text{ yrs} = $25,000 \text{ is not an acceptable methodology}$)
- 3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4. Calculations for anticipated salary escalation must be provided.

Exhibit 10-H1 Cost Proposal Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1. Generally Accepted Accounting Principles (GAAP)
- 2. Terms and conditions of the contract
- 3. Title 23 United States Code Section 112 Letting of Contracts
- 4. 48 Code of Federal Regulations Part 31 Contract Cost Principles and Procedures
- 5. 23 Code of Federal Regulations Part 172 Procurement, Management, and Administration of Engineering and Design Related Service
- 6. 48 Code of Federal Regulations Part 9904 Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Title *: Regional Manager

Prime Consultant or Subconsultant Certifying:

Jason Jurrens, P.E.

Name:

Signature:	apan	_Date of Certifica	tion (mm/dd/yyyy): 10/3/2025						
		_							
Email:	jason.jurrens@consoreng.com	Phone Number:	916.368.9181						
Address:	11017 Cobblerock Drive Suite 100 Rancho	Cordova, CA 9567	0						
lower than financial in	*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.								
	es the consultant is providing under the proposition Support Services								