

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 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. Article 1.1 of the Agreement is amended by adding the following language to Section 1.1 - Consultant’s Specified Services:

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 Article 7, 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:

2. Payment.

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

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 Effective Date of the Original Agreement to December 31, 2029, unless terminated earlier in accordance with the provisions of Article 4.

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 -

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CONSULTANT:

Conсор North America, Inc.

By: 

Name: A4462E9A1E784EC... Jason Jurrens

Title: District Manager

Date: 10/31/2025 | 9:07:19 PM EDT

COUNTY OF SONOMA:

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS
TO SUBSTANCE FOR COUNTY:

By: Department Analyst

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: County Counsel

Date: _____

By: Chair, Board of Supervisors

Date: _____

Attest: _____

By: _____
Clerk of the Board of Supervisors



2868 Prospect Park Drive Suite 250
Rancho Cordova, CA 95670
916.249.9888

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**. Consort 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**.

Consort also request a contract time extension. The current contract expires December 31, 2025. Consort 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, Consort requests that the job classifications and rate ranges shown in the cost proposal be used on this job moving forward. After Quincy and Consort 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 **Consort** 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,

A handwritten signature in blue ink that reads 'Greg Young'.

Greg Young, PE
PROJECT MANAGER
Consort
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 | ✓ Rebar Shop Drawings |
| ✓ Falsework Plan Submittal | ✓ Joint Seal Shop Drawings |
| ✓ Temporary Shoring | ✓ 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

Task No.	Project Number: N13S221CA.00 Project Name: Freestone Flat Bridge Replacement at Salmon Creek											Consort Total Hours	Consort NLF Budget	NLF + Escalation	Crawford and Associates	Subconsultant Subtotal
	TASKS	Principal Engineer	Senior Engineer	Professional Engineer	Engineering Designer	Senior CAD Designer	CAD Technician	Student Intern	Senior Project Manager	Project Accountant	Project Coordinator					
		GRY	SeEn	PrEn	EnDe	CADm	CADt	StIn	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					
	Key Personnel	Yes	No	No	No	No	No	No	No	No	No					
	Prevailing Wage	No	No	No	No	No	No	No	No	No	No					
													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			0
	Other Direct Costs												\$672.00			0
	Total Cost	\$14,727	\$0	\$4,698	\$0	\$309	\$1,926	\$0	\$0	\$0	\$368	\$22,028	\$70,848		\$5,000	\$5,000

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.

Project No. N13S221CA.00

Contract No. C11004

Date

10/3/2025

DIRECT LABOR

Classification/Title		Name	Initials	Hours	Actual Hourly Rate		Total
Principal Engineer	*	Young, Gregory	GRY	140	\$ 105.19		\$ 14,726.60
Senior Engineer		Senior Engineer	SeEn	0	\$ 87.02		\$ -
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
CAD Technician		CAD Technician	CADt	40	\$ 48.14		\$ 1,925.60
Student Intern		Student Intern	StIn	0	\$ 21.85		\$ -
Senior Project Manager		Senior Project Manager	SePM	0	\$ 93.14		\$ -
Project Accountant		Project Accountant	AdAs	0	\$ 40.00		\$ -
Project Coordinator		Project Coordinator	PrCo	8	\$ 46.00		\$ 368.00
Subtotal:				268			\$ 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

c) Total Direct Labor Costs [(a) + (b)] \$ 23,359.95

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)] \$ -

j) Total Indirect Costs [(e) + (g) + (i)] \$ 40,436.08

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00%

\$ 6,379.60

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	960	Miles	\$ 0.700	\$ 672.00
Per Diem/Hotel		Day	\$ -	\$ -
Equipment Rental and Supplies		EA	\$ -	\$ -
Permit Fees		EA	\$ -	\$ -
Vendor Reproduction				\$ -
Vellum		EA		\$ -
8 1/2 X 11 Reproduction		EA		\$ -
11 X 17 Reproduction		EA		\$ -
Mounting Boards for Presentations		EA		\$ -
Newsletters (Translation and printing)		EA		\$ -
Title Report		EA		\$ -
Miscellaneous				\$ -

l) TOTAL OTHER DIRECT COSTS \$ 672.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Crawford and Associates

\$ 5,000.00

m) TOTAL SUBCONSULTANTS' COSTS

\$ 5,000.00

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

\$ 5,672.00

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

\$ 75,847.63

NOTES:

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

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)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly 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		Proposed 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 Direct Labor Cost with Escalation			=	\$23,359.95	
	Direct Labor Subtotal before Escalation			=	\$ 22,027.52	
	Estimated total of Direct Labor Salary Increase			=	\$1,332.43	Transfer to Page 1

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 x 2% x 5 yrs = \$25,000 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:

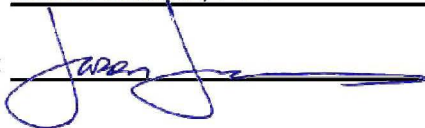
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112 - Letting of Contracts](#)
4. [48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures](#)
5. [23 Code of Federal Regulations Part 172 - Procurement, 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).

Prime Consultant or Subconsultant Certifying:

Name: Jason Jurrens, P.E. Title *: Regional Manager

Signature :  Date of Certification (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 95670

*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.

List services the consultant is providing under the proposed contract:

Design Construction Support Services