

BOS AGREEMENT NO. _____
DOT AGREEMENT NO. 110002

AMENDMENT 11

Original Agreement No.	11-056
Amendment 1	11-056 A1
Amendment 2	11-056 A2
Amendment 3	11-056 A3
Amendment 4	11-056 A4
Amendment 5	11-056 A5
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Amendment 7	110002-A7
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Amendment 9	110002-A9
Amendment 10	11-056 A10

**ELEVENTH AMENDMENT TO COUNTY OF MENDOCINO AGREEMENT NO. 11-056 /
DEPARTMENT OF TRANSPORTATION AGREEMENT NO. 110002 FOR PROFESSIONAL
ENGINEERING DESIGN SERVICES FOR THE ACKERMAN CREEK BRIDGE
REAPLCEMENT ON NORTH STATE STREET, COUNTY ROAD 104, MILE POST 0.97**

This Eleventh Amendment to Board of Supervisor's (BOS) Agreement No. 11-056 / Department of Transportation (DOT) Agreement No. 110002 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **Consor North America, Inc.**, hereinafter referred to as "CONSULTANT," the date this Amendment is fully executed by all parties.

WHEREAS, BOS Agreement No. 11-056 / DOT Agreement No. 110002 was entered into on June 14, 2011 (the "Initial Agreement"); and

WHEREAS, the First Amendment (executed August 22, 2011) updated the contract to incorporate Caltrans Local Assistance Procedures Manual (LAPM) Exhibit provisions required for federally funded projects; and

WHEREAS, the Second Amendment (executed December 10, 2013) extended the term of the Agreement to December 31, 2015; and

WHEREAS, the Third Amendment (executed October 6, 2015) extended the term to December 31, 2018, and added \$306,300 in compensation to support continued environmental work, updated preliminary engineering, and right-of-way coordination, bringing the total not-to-exceed compensation to \$956,700; and

WHEREAS, the Fourth Amendment (executed November 27, 2018) extended the term to December 31, 2020, and updated the rate schedules without a change to the not-to-exceed compensation; and

WHEREAS, the Fifth Amendment (executed October 7, 2019) added \$199,800 in compensation to complete additional design revisions, utility coordination, permitting support, and ROW acquisition services, bringing the total not-to-exceed compensation to \$1,156,500; and

WHEREAS, the Sixth Amendment (executed December 15, 2020) extended the Agreement term to December 31, 2021; and

WHEREAS, the Seventh Amendment (executed December 8, 2021) extended the term to December 31, 2023; and

WHEREAS, the Eighth Amendment (executed March 14, 2023) formally acknowledged the name change and assignment of the Agreement from Quincy Engineering, Inc. to Consor North America, Inc.; and

WHEREAS, the Ninth Amendment (executed June 28, 2023) extended the term of the Agreement to December 31, 2026; and

WHEREAS, the Tenth Amendment (executed February 27, 2024) added \$296,000 in compensation to update plans and specifications to 2023 Caltrans standards, complete peer review of the fishway design, coordinate with utilities, support the bid process, and provide limited construction support, bringing the total not-to-exceed compensation to \$1,452,500; and

WHEREAS, the Initial Agreement and Amendments No. 1 through 10 are collectively referred to as the Agreement; and

WHEREAS, upon execution of this document by COUNTY and CONSULTANT, this Eleventh Amendment will become part of the Agreement and shall be incorporated therein; and

WHEREAS, County has determined that additional services are necessary to complete the project, including substantial efforts associated with the Value Engineering Change Proposal (VECP), extended coordination with the California Department of Fish and Wildlife (CDFW), and extensive hydraulic modeling and plan revisions required for permit compliance; and

WHEREAS, Consultant has agreed to provide these services for the amount of \$239,400, and has provided a detailed scope of work and fee proposal to complete these services, which is attached hereto as Exhibit A and incorporated herein by reference; and

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IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: 
HOWARD N. DASHIELL, Director
TRANSPORTATION

Date: October 14, 2025

Budgeted: Yes No

Budget Unit: 3041

Line Item: 2193

Org/Object Code:

Grant: Yes No

Grant No. : BHLS-5910(081)

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

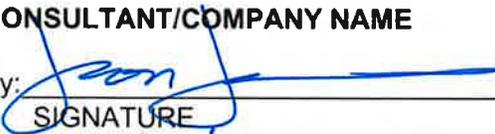
By: _____
Deputy

INSURANCE REVIEW:

By: 
Risk Management

Date: 10/29/2025

CONSULTANT/COMPANY NAME

By: 
SIGNATURE

Date: 10/30/2025

NAME AND ADDRESS OF CONSULTANT:

Conzor North America, Inc.

2868 Prospect Park Drive, Suite 250

Rancho Cordova, CA 95670

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: 
COUNTY COUNSEL

Date: 10/29/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO or Designee

Date: 10/29/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed _____

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: _____

Mendocino County - DOT Ackerman Creek Bridge Replacement

AMENDMENT 11

SCOPE OF WORK FOR N. STATE STREET AT ACKERMAN CREEK BRIDGE (BR. NO. 10C0065) FEDERAL PROJECT #5910(117)

At the request of the County of Mendocino Department of Transportation, Consor will perform additional and supplemental scope of work services for the above referenced Project. These additional efforts will be performed in the construction support phase of the Project to support on two Project activities:

1. Execution of a Value Engineering Change Proposal by the Project Contractor.

The Contractor has proposed to modify the Project staging. The purpose of these modifications is to accommodate a revised traffic handling plan during construction by using a temporary detour road. This revised detour traffic handling concept will eliminate stage construction of the bridge and decrease the construction staging of the road and channel improvements. This proposal would result in the entire in-stream portion of the project being completed in a single construction season, as opposed to two seasons as originally designed and permitted. Based on engineering and environmental evaluations, the detour proposal will streamline the construction schedule, reduce the duration of temporary impacts, decrease construction complexity and risk, and minimize impacts to the traveling public.

Engineering and project management is required to design and develop plans for the traffic detour, revise the bridge design for a single construction stage, perform coordination with impacted utilities, revalidate the project's environmental clearances, and confirm revised permit conditions.

As part of the defined Value Engineering Change Proposal contractual modification process, any resulting cost savings in construction, less engineering and administration costs, will be equally shared between the Contractor and County. The additional engineering is a cost requiring a contract modification between Consor and the County, but these costs will be deducted from the value of payments made by the County to the Contractor for completion of the construction contract. Overall, the cost of the project to the County will decrease while the schedule is simultaneously accelerated.

2. Re-design of the restored channel fishway system to satisfy the California Department of Fish and Wildlife (CDFW) and maintain a valid 1602 Lakebed and Stream Alteration Agreement.

Modification of the project staging and traffic handling requires re-confirmation of construction permits from various jurisdictional resource agencies including CDFW. Separate from the staging changes described above, CDFW communicated to the County a desire to update and modify the design of a roughened channel fish passage improvement which is part of the channel restoration below the existing bridge. The detailed review and update of the design is required by CDFW to execute a permit amendment for the revised project construction sequence. However, even without the proposed staging changes, CDFW would have re-initiated a review and redesign of the fishway system at the time of project start notification.

Completion of these overall project goals will involve the following tasks and activities:

- Additional project management, project coordination, and project team meetings for agency, right-of-way and construction issue resolutions. CDFW specifically requested meetings for twice a week over the course of multiple weeks during the design reevaluation process. This level of coordination is needed to reach a resolution on the permit amendment to maintain the construction schedule.
- Revising the contract documents for new staging sheets and revised fishway design sheets. This requires significant revisions throughout the road, bridge, and channel improvement plan sets and as well as minor revisions to the project specifications.
- Additional utility coordination with City of Ukiah Electric and Millview County Water District for impacts to overhead electric lines and a temporary potable waterline along the detour. Further coordination with PG&E is also anticipated through the course of construction.
- Construction support including review of Contract submittals, developing responses to requests-for-information, support with resolving potential construction claims, support in executing construction change orders, and generating construction records including As-Built drawings as a result of the changes to the staging and fishway design.

The additional efforts are described below in accordance with the original contract scope of work.

PHASE 1 - PROJECT STUDY REPORT/TYPE SELECTION

TASK 1: PROJECT MANAGEMENT

Consor will provide additional Project Management including tasks of management, tracking, and communication of project delivery budget, administrative costs, project progress reporting, and coordination with the County, as well as other project stakeholders, and the entire Project Development Team (PDT). Consor will develop, track, and lead the following project management tasks:

- Critical Path Schedule.
- Monthly PDT meetings and/or conference calls.
- Meeting Agendas, Minutes, and Action Item Summaries; and
- Monthly Invoices, Progress Reports and Look-Ahead Summaries.

PHASE 4 - FINAL DESIGN

TASK 21: FINAL DESIGN FOR VECP

Consor will perform engineering design to layout the horizontal and vertical alignments for the temporary traffic detour. Consor will develop construction staging sequence to ensure the revised project is constructable from a footprint space and timing standpoint. Consor will revise signage, stripping, and construction detail plans as appropriate to accommodate the detour. Consor will re-design the bridge for a single stage construction approach including stamped engineering calculations and full independent check. Final design efforts also include utility coordination efforts related to

incorporating the design of a temporary waterline shoo-fly as well as coordination between the temporary overhead electric lines and proposed detour road.

TASK 22: DETAILING FOR VECP

Consor will revise the project plans (roadway, bridge, and channel) to execute the staging VECP and update the fishway design in a manner that will be approved by CDFW. This includes stage construction plans, traffic handling plans, channel improvement construction details, and the entirety of the bridge plan set. Plan sheets will also be revised reflect any changes with utilities owned by City of Ukiah Electric and Millview Water District for the construction staging and final relocations.

TASK 26: CONSTRUCTION QUANTITIES & ESTIMATE

Consor will revise the construction quantities and engineer's estimate to incorporate bid items resulting from the plan and specification updates. Consor will update the construction cost estimate to determine cost savings and coordinate with the Construction Management team to execute a Construction Change Order through the VECP process.

TASK 31: CREEK RESTORATION FINAL DESIGN - CDFW FISHWAY

Consor will coordinate with the County, CDFW, Caltrans, and National Marine Fishery Service to evaluate and update the design of the roughened channel fishway. Design will include detailed hydraulic modeling to evaluate suggestions for improvements by CDFW. This process is expected to require several model and analysis iterations to evaluate water flow depths and velocities and to reach the final revised design. Coordination time will also be extensive as CDFW specifically requested twice a week meetings during the design modification process.

Task 35- CONSTRUCTION ENGINEERING SUPPORT SERVICES

The Consor team will coordinate between the County and Construction Management Team members to monitor and ensure the proper resources are assigned to the project and communicate regularly with Team members regarding changes from both the VECP and the CDFW approved fishway design. These efforts will also include participation of weekly construction meetings and special focused meetings on an as needed basis.

Task 35.1 - Request for Information (RFI) 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 Construction Management Team to provide clarifications as needed regarding the design to ensure a timely response to the contractor to "get in and get out" in one season. We recognize the importance of having timely responses to questions and information. The detour design will require a measure of fitting to field conditions and the fishway

design is very unique construction feature. Consor will support construction of these designs by being responsive to RFIs from the field regarding these aspects of construction.

Task 35.2 – Submittal Reviews

The Consor Team will be available to support the Construction Management Team and will provide comments to the RE for inclusion in their review prior to submitting them back to the Contractor. If clarification is needed for authorization further coordination can be provided. Consor will review and comment on submittals until authorized.

Task 35.3 – Field Reviews or Special Observations

To support the County and Construction Management Team, Consor has included budget for multiple field reviews with a focus on QC of the fishway installation. These design-led field inspections are a requirement of the CDFW permit. Consor will also prepare weekly reports for transmittal by the County to CDFW as a permit compliance action. Consor is also available for observation of specific elements of construction as needed by the CM Team.

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs (4 round trips to the site)	1264	Miles	\$ 0.700	\$ 884.80
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	1	EA	\$ 152.64	\$ 152.64
l) TOTAL OTHER DIRECT COSTS				\$ 1,037.44

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

0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
m) TOTAL SUBCONSULTANTS' COSTS	
	\$ -
n) Total Other Direct Costs INCLUDING SUBCONSULTANTS [(l)+(m)]	\$ 1,037.44
TOTAL COST [(c) + (j) + (k) + (n)]	\$ 239,400.00

NOTES:

1. 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.
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.
4. "Range" shown for initial salary at time of cost submittal. This is subject to escalation.
5. Employees considered "Non-Exempt" are marked with a "#" and are eligible for overtime (1.5X for overtime and 2.0X for double overtime) as applicable.

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 <u>Subtotal</u> per	Total Hours per Cost		Avg Hourly	5 Year Contract Duration
Cost Proposal	Proposal		Rate	
\$ 72,606.72	986	=	\$73.64	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	\$73.64	+	5%	=	\$77.32 Year 2 Avg Hourly Rate
Year 2	\$77.32	+	5%	=	\$81.19 Year 3 Avg Hourly Rate
Year 3	\$81.19	+	5%	=	\$85.25 Year 4 Avg Hourly Rate
Year 4	\$85.25	+	5%	=	\$89.51 Year 5 Avg Hourly Rate

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

	Estimated % Completed		Total Hours per Cost		Total Hours	
	Each Year		Proposal		per Year	
Year 1	90.00%	*	986	=	887	Estimated Hours Year 1
Year 2	10.00%	*	986	=	99	Estimated Hours Year 2
Year 3	0.00%	*	986	=	0	Estimated Hours Year 3
Year 4	0.00%	*	986	=	0	Estimated Hours Year 4
Year 5	0.00%	*	986	=	0	Estimated Hours Year 5
	Total		Total	=	986	

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

	Avg Hourly Rate		Estimated hours		Cost per	
	(calculated above)		(calculated above)		Year	
Year 1	\$73.64	*	887	=	\$65,346.05	Estimated Hours Year 1
Year 2	\$77.32	*	99	=	\$7,623.75	Estimated Hours Year 2
Year 3	\$81.19	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$85.25	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$89.51	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$72,969.80	
	Direct Labor Subtotal before Escalation			=	\$ 72,606.72	
	Estimated total of Direct Labor Salary Increase			=	\$363.08	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): 7/16/2025

Email: jason.jurrens@consoreng.com Phone Number: 916.368.9181

Address: 2868 Prospect Park Dr, Suite 250, 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:

Professional Engineering Services during Construction
