

AMENDMENT 6

Original Agreement No.	<u>16-017</u>
Amendment 1	<u>160025 A1</u>
Amendment 2	<u>16-017 A1</u>
Amendment 3	<u>160025 A3</u>
Amendment 4	<u>16-017-A2</u>
Amendment 5	<u>160025 A5</u>

**SIXTH AMENDMENT TO COUNTY OF MENDOCINO AGREEMENT NO. 16-017 /  
DEPARTMENT OF TRANSPORTATION AGREEMENT NO. 160025 FOR PROFESSIONAL  
ENGINEERING DESIGN SERVICES FOR THE LAMBERT LANE BRIDGE REPLACEMENT  
OVER ROBINSON CREEK, COUNTY ROAD 123A, MILE POST 0.10**

This Sixth Amendment to Board of Supervisor's (BOS) Agreement Number (No.) 16-017/Department of Transportation (DOT) Agreement No. 160025 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **Conсор North America, Inc.**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, BOS Agreement No. 16-017 / DOT Agreement No. 160025 was entered into on April 19, 2016 (the "Initial Agreement") for a total not-to-exceed amount of \$626,000; and

WHEREAS, First Amendment (executed April 9, 2019) authorized Phase 2 of the Initial Agreement and extended the term of the Agreement to December 31, 2022; and

WHEREAS, Second Amendment (executed August 20, 2019) added \$123,100 in compensation for an Extended Phase 1 study for buried cultural resources and an expanded hazardous materials assessment required by Caltrans, bringing the total not-to-exceed compensation to \$749,100; and

WHEREAS, Third Amendment (Executed February 26, 2020) added \$48,700 in compensation for an Extended Phase 2 study for buried cultural resources, bringing the total not-to-exceed compensation to \$797,800; and

WHEREAS, Fourth Amendment (Executed December 6, 2022) added \$187,600 in compensation for additional and expanded tasks due to delays in biological and cultural approvals, formally acknowledged the name change and assignment of the Agreement from Quincy Engineering, Inc. to Conсор North America, Inc., and extended the term of the Agreement to December 31, 2024, bringing the total not-to-exceed compensation to \$985,400; and

WHEREAS, Fifth Amendment (Executed November 19, 2024) extended the term of the Agreement to December 31, 2027; and

WHEREAS, the Initial Agreement and First Amendment through Fifth Amendment are collectively referred to as the Agreement; and

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

WHEREAS, the County has determined that additional services are necessary to complete the Lambert Lane Bridge Replacement Project, including extended property owner outreach and right-of-way negotiation support, coordination with the California Department of Fish and Wildlife (CDFW) for a major amendment to the Section 1602 Lake and Streambed Alteration Agreement, and supplemental construction support to address field issues, contractor submittals, and project documentation during construction; and

WHEREAS, these additional services are required to address project design revisions resulting from right-of-way agreements, permit modifications, and evolving channel conditions, and to ensure compliance with CDFW and Regional Water Board permit requirements during the extended construction period; and

WHEREAS, Consultant has agreed to provide these services for the amount of \$196,000, 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

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable by \$196,000 from \$985,400 to \$1,181,400; and

NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Agreement is hereby increased by \$196,000 from \$985,400 to \$1,181,400.
2. The Exhibit A, Definition of Services, set out in the Agreement is hereby amended by Exhibit A attached herein.
3. The Exhibit B, Payment Terms, set out in the Agreement is hereby altered and amended by Exhibit B attached herein.

All other terms and conditions of the Agreement shall remain in full force and effect.

**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. : BRLO-5910(099)

**COUNTY OF MENDOCINO**

By:   
JOHN HASCHAK, Chair  
BOARD OF SUPERVISORS

Date: 11/18/2025

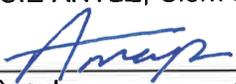
**ATTEST:**

DARCIE ANTLE, Clerk of said Board

By:   
Deputy 11/18/2025

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 11/18/2025

**INSURANCE REVIEW:**

By:   
Risk Management

Date: 10/29/2025

**CONTRACTOR/COMPANY NAME**

By:   
SIGNATURE

Date: 10/30/2025

**NAME AND ADDRESS OF CONTRACTOR:**

Consor North America, Inc.

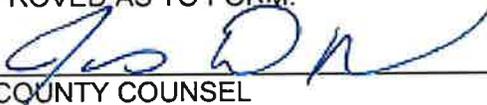
2868 Prospect Park Drive, Suite 250

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: \_\_\_\_\_



**County of Mendocino County  
 Department of Transportation  
 Robinson Creek Bridge Replacement on Lambert Lane  
 County Project No. B1302, Federal No. BRLO 5910(099)**

## AMENDMENT 6

### SCOPE OF WORK FOR LAMBERT LANE AT ROBINSON CREEK BRIDGE (BR. NO. 10C-0227)

The following is the proposed Amendment 6 *Scope of Work* and understanding of the additional and/or expanded tasks required for the above referenced Project. This amendment includes additional or expanded tasks when compared to the original scope of work. During the course of the project development process, expanded and additional tasks have been identified and are needed to complete the project delivery process. These additional efforts will be performed in both the final right-of-way and permitting phases as well as during an expanded construction support phase. The areas of additional services include:

#### 1. **Extended property owner outreach and Right-of-Way negotiation support.**

At the conclusion of the Preliminary Engineering Phase, additional efforts were required by Consor in the right-of-way coordination process to help secure permanent acquisition and temporary easement rights from the property at the northwest corner of the Project required for construction.

These efforts included multiple additional field meetings with the owner and owner's legal representative, follow-up online meetings, review of appraisals and counter offers, and development of supplemental exhibits and agreement language. Implementation of the final agreement also involved revisions to construction drawings and specifications for implementation during construction.

At the time of these expanded efforts, and with approval of the County, existing budget from future Construction Support tasks was utilized to maintain the project schedule. This contract amendment will replenish that utilized budget.

#### 2. **Coordination with the California Department of Fish and Wildlife (CDFW) to acquire an amended 1602 Lakebed and Stream Alteration Agreement.**

The final agreement with the northwest property owner required modifications of the project design features and project footprint. The California Department of Fish and Wildlife (CDFW) determined that these changes would require a major revision of the 1602 permit. Additional efforts required to secure the revised permit included a supplemental field meeting, submittal of additional reports and information, development of a revised project description, and implementation of additional mitigation measurement requested by CDFW. In order to maintain the schedule required to bid the project for the 2025 summer construction season, and with approval by the County, budget from future Construction Support tasks was utilized to secure the revised project permits.

### 3. Supplemental Construction Support

The County has requested Consor perform supplemental construction support during construction. This includes technical review of Contractor submittals, development of responses to Contractor requests-for-information, support with resolving potential construction claims, and support in executing construction change orders, as well as supplemental field observation and meeting participation.

Completion of these overall efforts 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.
- Revising the contract documents to conform to current right-of-way agreements and CDFW permit requirements.
- Construction support and field observation.

Based on the late-bid start of the Project, and the Contractor's progress to-date, it is anticipated that the construction process will occur during one-and-a-half to two typical construction seasons.

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.

##### **TASK 5: ENVIRONMENTAL PROJECT MANAGEMENT - Project Permitting**

Throughout the development of the project, the channel has continued to change downstream of the bridge crossing. This has resulted in erosion of the downstream eastern bank and a privately owned water tank has fallen into the active channel. The failure of the bank required design revisions of the project's rock slope protection. The Project will also remove the water tank from the channel as an agreed condition of right-of-way negotiations with the owner. These changes in the Project's in-channel work activities required re-consultation with the Regional Water Board and CDFW for updates to the project's construction permits, including support of completing a major amendment to the CDFW permit.

Additional scope involved in this process included a supplemental field meeting with CDFW Conservation Engineering staff to discuss the project and the revised application, revisions to the permit project descriptions and impact quantities, revision to project exhibits and drawings, and modifications to the project specifications to incorporate the revised permit.

#### **TASK 7: PROJECT DESIGN**

Changes to the channel during final design phase required changes to the in-channel design features of the Project. Consor will make revisions to the Project Plans, Specifications, and Estimate package as required to implement changes from final right-of-way agreements and CDFW permit amendments. This includes engineering design to layout and draft plan sheets, editing of specification clauses, and revisions to the construction quantities and estimates to reflect the design changes. Primary design features that will be modified include: removal of an existing water tank in the creek, additional staging of bio-exclusionary fencing, inclusion of "no work" time windows in the order of work specifications, and other revisions to the contract bid documents.

#### **TASK 8: RIGHT-OF-WAY SUPPORT**

Consor will perform supplemental Right-of-Way coordination to secure final rights from the remaining property owner which is required to obtain project construction funding. These effort include two additional in-person field meetings with property owners and their legal counsel, four online meetings with the County, development of multiple exhibits to communicate Project design features with the property owners, and drafting language for use in formal correspondence and agreement clauses with the property owners.

#### **TASK 9: CONSTRUCTION ASSISTANCE**

Consor will perform expanded construction support services for the County during the Construction phase including performance of typical Design Engineer duties and additional field-based Structures Representative support. Consor understands the County will utilize a consultant construction manager to perform the bulk of construction inspection, materials testing, and construction records duties. Consor will integrate with the CM team to provide specific support related to the projects Structures (new bridge, temporary bridge, retaining walls, temp shoring, etc).

#### Request for Information (RFI) Support

Consor will work closely with the Construction Management Team to provide design clarifications as needed regarding the project construction documents 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 providing accurate information to the Contractor to reduce the potential for delays and claims. The timing of this process is also dependent on the Contractor's operations and timelines. Consor will support construction of the project by being responsive to RFIs from the field regarding technical design and constructability issues.

### Submittal Reviews

Consor will share submittal review duties with 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 primarily related to the Project's Structures. Anticipated submittals for Consor review include:

- Temporary Shoring Submittals
- Temporary Foundations and Temporary Bridge Submittals
- Temporary Bridge Erection Plans
- Existing Bridge Demolition Submittals
- Bridge and Retaining Wall Bar Reinforcement shop drawings
- Bearing System Shop Drawings
- Steel Girder Shop Drawings
- Welding Procedures Specifications and Welding Quality Assurance Plans
- Steel Girder Erection Plans
- Falsework and Deck Formwork Submittals
- Bridge Railing Shop Drawings

### Field Reviews and Special Observations

To support the County and Construction Management Team, Consor has included budget for multiple field reviews with a focus on Structure Representative activities and QC of the new bridge and retaining walls. These field activities will provide field support to take approved submittals to completed structures including setting and checking formwork and deck grades, CIDH pile installation operations oversight, and steel girder handling and erection. Consor has budgeted for supplemental site observation and QA of the following activities:

- Cast-In-Drilled Hole Pile Installation
- Abutment form grade setting and checks prior to Abutment pours
- New steel girders erection and cross-frame installation operations
- Setting new bridge deck grades prior to the deck pour



**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: Lambert Lane at Robinson Creek

Consultant Conсор North America, Inc.

Project No. BRLO-5910(099)

Contract No. B1302

Date

9/24/2025

**DIRECT LABOR**

Classification/Title		Name	Initials	Hours	Initial Hourly Rate	Range	Total
Principal Engineer	*	Jurrens, Jason	JPJ	50	\$ 114.45	\$80 - \$170	\$ 5,722.50
Principal Engineer		Katt, Maxwell	MK	328	\$ 94.38	\$80 - \$170	\$ 30,957.43
Principal Engineer		Sanchez, Michael	MAS	32	\$ 93.01	\$80 - \$170	\$ 2,976.29
Professional Engineer		Panayotov, Krassimir	KNP	116	\$ 75.33	\$45 - \$100	\$ 8,737.96
Professional Engineer		Hanson, Ashley	AMH	0	\$ 58.68	\$45 - \$100	\$ -
Professional Engineer		Keating, Gavin	GLK	0	\$ 74.33	\$45 - \$100	\$ -
Senior CAD Designer		Poglase, Craig	DCP	0	\$ 74.28	\$50 - \$100	\$ -
Senior CAD Designer		Maechler, Bob	BRM	0	\$ 64.32	\$50 - \$100	\$ -
Engineering Designer	**	Leue, Cole	CJL	220	\$ 37.90	\$35 - \$95	\$ 8,338.00
Engineering Designer	**	Edgar, Mahala	MAE	100	\$ 40.99	\$35 - \$95	\$ 4,098.57
Student Intern	** #	Student Intern	StIn	0	\$ 21.85	\$18 - \$31	\$ -
Professional Engineer		Professional Engineer	PrEn	40	\$ 61.82	\$45 - \$100	\$ 2,472.80
Senior Engineer		Senior Engineer	SeEn	0	\$ 87.02	\$55 - \$125	\$ -
CAD Technician	** #	CAD Technician	CADt	0	\$ 41.50	\$30 - \$65	\$ -
			0	0	\$ -	\$ -	\$ -
			0	0	\$ -	\$ -	\$ -
				Subtotal:	886		\$ 63,303.55

**LABOR COSTS**

a) Subtotal Direct Labor Costs

\$ 63,303.55

b) Anticipated Salary Increases (see page 2 for calculation)

\$ 632.83

c) Total Direct Labor Costs [(a) + (b)] \$ 63,936.38

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 46.78%):

e) Total Fringe Benefits [(c) x (d)] \$ 29,909.44

f) Overhead (Rate: 124.25%):

g) Overhead [(c) x (f)] \$ 79,440.95

h) General and Administrative (Rate: 0.00%):

i) Gen & Admin [(c) x (h)] \$ -

j) Total Indirect Costs [(e) + (g) + (i)] \$ 109,350.39

**FIXED FEE**

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 12.00% \$ 20,794.41

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	2160	Miles	\$ 0.700	\$ 1,512.00
Per Diem/Hotel	2	Day	\$ 160.00	\$ 320.00
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		\$ 86.81	\$ 86.81
				l) TOTAL OTHER DIRECT COSTS \$ 1,918.81

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

0

\$ -

m) TOTAL SUBCONSULTANTS' COSTS

\$ -

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

\$ 1,918.81

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

\$ 196,000.00

**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.
- "Range" shown for initial salary at time of cost submittal. This is subject to escalation.
- 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	<b>5 Year Contract Duration</b>
Cost Proposal	Proposal		Rate	Year 1 Avg Hourly Rate
\$ 63,303.55	886	=	\$71.45	

**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	\$71.45	+	5%	=	\$75.02	Year 2 Avg Hourly Rate
Year 2	\$75.02	+	5%	=	\$78.77	Year 3 Avg Hourly Rate
Year 3	\$78.77	+	5%	=	\$82.71	Year 4 Avg Hourly Rate
Year 4	\$82.71	+	5%	=	\$86.85	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	80.00%	*	886	=	709	Estimated Hours Year 1
Year 2	20.00%	*	886	=	177	Estimated Hours Year 2
Year 3	0.00%	*	886	=	0	Estimated Hours Year 3
Year 4	0.00%	*	886	=	0	Estimated Hours Year 4
Year 5	0.00%	*	886	=	0	Estimated Hours Year 5
	Total		Total	=	886	

**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	\$71.45	*	709	=	\$50,642.84	Estimated Hours Year 1
Year 2	\$75.02	*	177	=	\$13,293.54	Estimated Hours Year 2
Year 3	\$78.77	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$82.71	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$86.85	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$63,936.38	
	Direct Labor Subtotal before Escalation			=	\$ 63,303.55	
	Estimated total of Direct Labor Salary Increase			=	\$632.83	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:

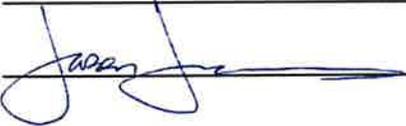
- 1. Generally Accepted Accounting Principles (GAAP)
- 2. Terms and conditions of the contract
- 3. [Title 23 United States Code Section 112 - Letting of Contracts](#)
- 4. [48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures](#)
- 5. [23 Code of Federal Regulations Part 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): 9/24/2025

Email: [jason.jurrens@consoreng.com](mailto: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
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