THIRD AMENDMENT AGREEMENT FOR CONSULTANT SERVICES BY AND BETWEEN COUNTY OF HUMBOLDT AND QUINCY ENGINEERING, INC. AS ASSIGNED TO CONSOR NORTH AMERICA, INC. FOR

DESIGN ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE HOLMES-LARABEE BRIDGE PROJECT

This Third Amendment to the Agreement for Consultant Services dated April 24, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Quincy Engineering, Inc., a California corporation, as assigned to Consor North America, Inc., an Illinois corporation, hereinafter referred to as "CONSULTANT," is entered into this _____ day of _______, 2025.

WHEREAS, on April 24, 2018, COUNTY and CONSULTANT entered into an Agreement for Consultant Services regarding the provision of design engineering and project development services for the Holmes-Larabee Bridge Project ("Consultant Services Agreement"); and

WHEREAS, on February 28, 2023, COUNTY and CONSULTANT amended the Consultant Services Agreement in order to assign obligations from Quincy Engineering, Inc. to Consor North America, Inc. Pursuant to Article 1, Provision D of the Consultant Services Agreement; and

WHEREAS, on June 4, 2024, COUNTY and CONSULTANT amended the Consultant Services Agreement in order to provide additional right-of-way services required for temporary and permanent property rights; and

WHEREAS, the COUNTY and CONSULTANT now desire to amend the Consultant Services Agreement in order to modify the scope of services, increase the maximum amount payable and extend the term thereof to April 23, 2029.

NOW THEREFORE, the parties mutually agree as follows:

1. Article IV – Performance Period of the Consultant Services Agreement is hereby amended to read as follows:

ARTICLE IV – PERFORMANCE PERIOD

- A. This contract shall go into effect on April 24, 2018, contingent upon approval by COUNTY, and CONSULTANT shall commence work after receiving notification to proceed from COUNTY's Contract Administrator. This contract shall end on April 23, 2029, unless extended by a written amendment hereto.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

2. Article V – Allowable Costs and Payments of the Consultant Services Agreement is hereby amended to read as follows:

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of Two Hundred Nineteen Thousand Dollars and Seventy-Seven Cents (\$219,000.77). The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The

final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

Humboldt County Department of Public Works Attention: Tony Seghetti, Contract Administrator 1106 Second Street Eureka, California 95501

- H. The total amount payable by COUNTY including the fixed fee shall not exceed Four Million Sixty-Two Thousand Dollars (\$4,062,000.00).
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- 3. The Consultant Services Agreement is hereby amended to include the additional services set forth in Attachment A "Amended Scope of Work," which is attached hereto and incorporated by reference.
- 4. The Consultant Services Agreement is hereby amended to include the additional costs set forth in Attachment B "Amended Cost Proposal & Work Schedule," which is attached hereto and incorporated herein by reference.
- 5. Except as modified herein, the Consultant Services Agreement dated April 24, 2018, as amended on February 28, 2023, and June 4, 2024, shall remain in full force and effect. In the event of a conflict between the provisions of this Third Amendment and the original Consultant Services Agreement, or any prior amendments thereto, the provisions of this Third Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this Third Amendment as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

CONSOR NORTH AMERICA, INC.:

DocuSigned by:	
By: Mark Reno	Date:2/20/2025 5:18:58 PM EST
Name: Mark Reno	
Title: Vice President	
By:	Date:2/20/2025 5:05:51 PM EST
Name: Matthew Cass	
Title: Secretary-Executive Director	
COUNTY OF HUMBOLDT:	
By: Michelle Bushnell, Chair	Date:
Humboldt County Board of Supervisors	
INSURANCE REQUIREMENTS APPROVED:	
By:	Date:
Risk Management	

ATTACHMENTS:

 $Attachment \ A-Amended \ Scope \ of \ Work$

Attachment B – Amended Cost Proposal & Work Schedule

ATTACHMENT A AMENDED SCOPE OF WORK



SCOPE OF WORK

The Holmes-Larabee Bridge is a low water crossing that will be replaced with a full height-full service bridge for public safety. The project is funded through the federal Highway Bridge Program (HBP) administered by Caltrans. This scope of work covers the Holmes-Larabee Bridge Replacement Project (BRLO-5904(138).

Humboldt County has requested additional right-of-way acquisition services required to acquire temporary Permissions to Enter for project development and construction. Three (3) Permissions to Enter were included in Amendment 2. The Project Development Team decided to acquire updated Permissions to Enter resulting in efforts on an additional five (5) parcels. The following Scope of Work details additional services by both Consor and Monument to acquire the Permissions to Enter.

PHASE 2

TASK 3: RIGHT-OF-WAY CERTIFICATION

Appraisals and Acquisitions

Monument will be responsible for acquiring Right of Entry for the Holmes Larabee Bridge Replacement Project. They will be assisted by County Right of Way staff. The right of way scope is as follows:

Task 3.2 Rights of Entry Permits

Monument will secure temporary access onto five (5) additional private property(ies) for environmental, planning, or preliminary investigative, Monument will perform the following:

- Prepare the temporary access document, such as Right of Entry permit (ROE) documents and secure approval as to form from County.
- Establish personal contact with property owners, wherever possible, present details of ROE.
- Negotiate with property owners and secure execution of required agreements.
- Provide regular status updates to any relevant parties associated with the Project Team.
- Facilitation of any payments from County to private property owners via mail.
- Reasonable assistance to project survey team with special owner request and access concerns.
- Consor will meet with property owners and Monument as required
- Consor will review all Monument documents before submittal to the County.

Deliverables:

Rights of Entry for up to 5 additional parcels

ATTACHMENT B AMENDED COST PROPOSAL & WORK SCHEDULE

		Exhibit 10-H1	Cost Pro	posal Page 1	of 3						
		Cont Direction of the control of	т	E 1 D	•						
Note: Mark-ups are Not Allowed	l				. —	r Subconsultant					
-						. Subconsuitune					
•			j								
			ntract No	594171	Date	-		2/10/2025			
· ·		<u> </u>	initact ino.	3941/1	_ Date			2/10/2023			
Classification/Title		Name	Initials	Hours	Initial Hourly Rate	Range		Total			
Principal Engineer		Jurrens, Jason	JPJ	40	\$ 114.45	\$80 - \$170	\$	4,578.00			
			0	0	\$ -	\$ -	\$	-			
			0	0	\$ -	\$ -	\$	-			
			Subtotal:	40			\$	4,578.00			
LABOR COSTS		•			•			-			
a) Subtotal Direct Labor Costs	S					\$ 4,578.00					
b) Anticipated Salary Increase	s (see	page 2 for calculation)				\$ 114.40					
, 1	`	,		c) Tota	l Direct Labor (Costs $[(a) + (b)]$	\$	4,692.40			
INDIRECT COSTS				c) 10tu	I Direct Eubor						
	0%).		a) To	stal Frings Ba	mefite [(c) v (d)]	\$ 1,909.81					
·	070).		c) 10	_							
, , ,	(Dot	s. 0.00%).									
Principal Engineer Jurrens, Jason JPJ 40 \$ 114.45 \$80 - \$170 \$											
								8,108.47			
							\$	1,280.09			
1) CONSULTANT'S OTHE	R DII	RECT COSTS (ODC) – ITE	MIZE (Ad	d additional	pages if necessa	ry)					
De	escrip	tion of Item		Quantity	Unit	Unit Cost		Total			
Mileage Costs				0	Miles	\$ 0.670	\$	-			
					Day	\$ -	\$	-			
Equipment Rental and Supplie	es				EA	\$ -	\$	-			
Permit Fees					EA	\$ -	\$	-			
Vendor Reproduction								_			
							\$	-			
			-					_			
							\$	-			
								-			
		Newsletters (Translation and	d printing)				_	-			
					EA			-			
Miscellaneous								19.05			
				l) TOT	AL OTHER DI	RECT COSTS	\$	19.05			
· ·	COST	S (Add additional pages if no	ecessary)				\$	8,000.00			
								-			
0								-			
0							\$	-			
0								-			
								-			
								-			
Consultant Project No.											
Principal Engineer											
General and Administrative (Rate: 0.00%): j) Gen & Admin [(c) x (h)] S											
n)	Tota	l Other Direct Costs INCLU					_	8,019.05			
Company											

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.
- 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.

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
\$	4,578.00	40	=	\$114.45	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	\$114.45	+	5%	=	\$120.17	Year 2 Avg Hourly Rate
Year 2	\$120.17	+	5%	=	\$126.18	Year 3 Avg Hourly Rate
Year 3	\$126.18	+	5%	=	\$132.49	Year 4 Avg Hourly Rate
Year 4	\$132.49	+	5%	=	\$139.11	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	50.00%	*	40	=	20	Estimated Hours Year 1
Year 2	50.00%	*	40	=	20	Estimated Hours Year 2
Year 3	0.00%	*	40	=	0	Estimated Hours Year 3
Year 4	0.00%	*	40	=	0	Estimated Hours Year 4
Year 5	0.00%	*	40	=	0	Estimated Hours Year 5
	Total		Total	=	40	

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	\$114.45	*	20	=	\$2,289.00	Estimated Hours Year 1
Year 2	\$120.17	*	20	=	\$2,403.40	Estimated Hours Year 2
Year 3	\$126.18	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$132.49	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$139.11	*	0	=	\$0.00	Estimated Hours Year 5
	Total Dir	ect Labor	Cost with Escalation	=	\$4,692.40	
	Direct La	bor Subto	tal before Escalation	=	\$ 4,578.00	
	Estimat	ed total of	Direct Labor Salary			Transfer to Page 1
			Increase	=	\$114.40	

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
- <u>5. 23 Code of Federal Regulations Part 172</u> 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	: Japan	Date of Certification (mm/dd/yyyy): 2/10/2025							
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.									
	tes the consultant is providing under the property of Party Population to Enter	osed contract:							
Kigiii oi w	Vay Permissions to Enter								

Cost Proposal

	Subconsultant Subtotal							0\$	\$0	\$0	\$8,000	0\$	\$0	\$0	\$0	\$0	0\$	\$0	0			\$8,000
																						\$0
	Monument										\$8,000											\$8,000
	Task Hours								40										40			
	Task Cost								\$ 14,081										\$ 14,081			
	NLF + Escalation							\$0	\$0	\$0	\$14,081	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,081		\$19.05	\$14,100
	Consor NLF Budget	Actual Labor	INICIDID				3.0008	\$0	\$0	\$0	\$13,738	\$0	\$0	\$0	\$0	\$0	\$0		\$1	\$343.29		\$14,100
	Donsor Profit	Foo Multiplior	r de Maltipilei				10%	\$0.00	\$0.00	\$0.00	\$1,248.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,248.88	\$31.21		\$1,280
	Consor Labor	Labor + OH	Manupue				2.7280	\$0	\$0	\$0	\$12,489	0\$	\$0	\$0	\$0	\$0	80	\$0	\$1	\$312.08		\$12,801
	Consor Total Labor Dollars	Diroct Labor	חוובתו בשחחו					0\$	0\$	\$0	\$4,578	0\$	0\$	\$0	\$0	\$0	\$0	\$0	\$4,578.00	\$114.40	19	\$4,692
	Consor Total Hours							0	0	0	40	0	0	0	0	0	0	0	40			\$4,578
Project Name: Holme				\$0.00	8	No													0			\$0
Project Na	Principal Engineer		CLC	\$114.45	No No	No					40								40			\$4,578
Project Number: N17H074CA.00	TASKS				Key Personnel	Prevailing Wage			RIGHT-OF-WAY CERTIFICATION	Project Management	Rights of Entry Permits	Appraisal Waiver	Fee Appraisal	Appraisal Review	Acquisition and Negotiation				Subtotal - Hours	Anticipated Salary Increases	Other Direct Costs	Total Cost
	Task No.			No.					3.0	3.1	3.2	3.3	3.4	3.5	3.6							







