

YOLO COUNTY AGREEMENT NO. _____

(Amendment 3 to Agreement No. 2013-0159 with Consor North America, Inc. relating to Bridge Design Services, to revise the scope, extend the term and increase the maximum compensation)

THIS Amendment 3 is made and entered into this 3rd day of December, 2024, by and between the County of Yolo, a political subdivision of the State of California (“County”), and Consor North America, Inc., formerly Quincy Engineering, Inc. (“Contractor”), who agree as follows:

WHEREAS, on or about September 17, 2012, the parties entered into an Agreement for Contractor to provide surveying, bridge design, and environmental services to the County for two bridge projects (Yolo County Agreement No. 2013-0159); and

WHEREAS, on July 26, 2016, Amendment 1 was approved for Yolo County Agreement No. 2013-0159; and

WHEREAS, on December 7, 2021, Amendment 2 was approved for Yolo County Agreement No. 2013-0159; and

WHEREAS, Project 1 of the Agreement, the County Road 41 Bridge Replacement or Rehabilitation over Cache Creek (Rumsey Bridge Project), was approved by the California Department of Transportation (Caltrans) to proceed into the right of way phase in March 2021, and subsequently right of way acquisition and bridge final engineering design is expected to be completed in early 2025, after the current term end date of December 31, 2024; and

WHEREAS, Quincy Engineering, Inc. merged into Consor North America, Inc., an Oregon corporation authorized to do business in California, in 2022 and Consor North America thus became the successor-in -interest to Quincy Engineering, Inc. and assumed all rights and liabilities of Quincy Engineering, Inc. as the Contractor for Yolo County Agreement No. 2013-0159, as amended; and

WHEREAS, the County would like to secure Consor’s design expertise during the anticipated two-year construction phase of the project to ensure a successful construction project and provide design support for the expected construction period, as the Task 12 “Assist County with Construction Support (Optional Task)” for Project 1 does not have enough remaining funding to fully cover this work; and

WHEREAS, the parties wish to amend the Agreement to include these additional efforts for the Rumsey Bridge Project, reset the consultant hourly rates for project work, and extend the term.

NOW, THEREFORE, the County and Contractor agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated by reference.

2. Paragraph **I A** of Agreement No. 2013-0159 is hereby amended as follows:

Project 1: Grand Total for Task 0-13 not to exceed amount \$1,166,413.22

3. Paragraph **I C** of Agreement No. 2013-0159 is hereby amended as follows:

Add “Exhibit F – Agreement Amendment 3 Scope of Services”

4. Paragraph **IV H** of Agreement No. 2013-0159 is hereby amended as follows:

Replace \$1,631,679.81 with \$1,682,261.59.

5. Paragraph **IV I** of Agreement No. 2013-0159 is hereby amended as follows:

Starting January 1, 2013, and annually on January 1 thereafter during each subsequent year of the initial term through December 31, 2028, the Initial Hourly Rates shown in the Quincy's Schedule C (Caltrans Exhibit 10-H), may be adjusted, as may be agreed to in writing by the County Director of Planning and Public Works. Commencing January 1, 2025, the hourly rates shall be those set forth in Exhibits C, D, E, or F. The 2024 rates in Exhibits C, D, E, and F may be adjusted as agreed to in writing by the County Director of Planning and Public Works annually starting January 1, 2025. In no case shall the hourly rates increase by more than three percent (3%) in any given calendar year. The Consultant shall provide payroll records to the County along with any requests made for hourly rate adjustments, to demonstrate that direct labor costs have increased by the proposed adjustment.

6. Paragraph **X A** of Agreement No. 2013-0159 is hereby amended as follows:

The term of this Agreement shall be from September 17, 2012 through December 31, 2028.

7. Except as specifically provided in this Amendment 3, Agreement No. 2013-0159 shall remain in full force and effect according to its terms.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 3 as of the day and year first written above.

CONTRACTOR:

COUNTY OF YOLO:

DocuSigned by:

By: _____
A4462E9A1E784EC...
Jason Jurrens, Regional Manager

By: _____
Lucas Frerichs, Chair
Board of Supervisors

Attest:
Julie Dachtler, Senior Deputy Clerk
Yolo County Board of Supervisors

Approved As To Form:
Phil Pogledich, County Counsel

By: _____
Deputy (Seal)

By: 
Kimberly Hood, Chief Assistant County Counsel



Todd N. Riddiough, Director of Public Works
Yolo County Dept. of Community Services
292 W. Beamer Street
Woodland, CA 95695

October 31, 2024

**RE: County Road 41 Bridge Replacement
Amendment 3 to Agreement No. 2013-0159 for Construction Design Support**

Dear Mr. Riddiough,

At the County's request we have prepared a scope of work to perform Construction Design Support Services for the County Road 41 Bridge Replacement over Cache Creek. This service was outlined as optional task 12 in the original scope of work. These services will be engaged on an as need basis when requested by the **County**. Conсор has outlined the anticipated scope of work in Attachment 1. The hours generated for these services are based upon a past 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 assumed a maximum number of hours 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 \$50,581.78.

Conсор also request a contract time extension. The current contract expires December 31, 2024. Conсор recommends extending the contract to at least December 31, 2027 so that we can complete construction support and deliver final As-Built plans at the end of construction.

Last, Conсор requests that the job classifications and rate ranges shown in the cost proposal be used on this job moving forward. After Quincy and Conсор 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 **Conсор** 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
Conсор
greg.young@consoreng.com

ATTACHMENTS:

1. Scope of Work
2. Cost Proposal

Attachment 1 – Scope of Work

Assist the County with Construction Support - Task 12

TASK 12.1 – Project Coordination & Support

Consor will coordinate between the **County** and **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 **Construction Management Team** to address any questions raised by **Contractor** or Sub-Contractors.

The level of effort for this task is estimated at 24 hours.

TASK 12.2 – 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 Addendum Drawings or Revised 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** 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** would be available to modify their designs or make recommendations based upon the gamma-gamma readings.

The level of effort for this task is estimated to be 60 hours.

TASK 12.3 – Submittal Reviews

If necessary, the **Consor** Team could be available to support the **County CM Team** and could provide comments to the RE for inclusion in their review prior to routing submittals back to the **Contractor**. It is anticipated that there will be the following structure submittals, which in some cases could require multiple reviews. **Consor** assumes the County CM Team will be the sole reviewer on the following submittals:

- ✓ Bridge Removal Submittal
- ✓ Diversion System Submittal
- ✓ Falsework Submittal
- ✓ Bearing Pad Submittal
- ✓ Joint Seal Submittal

Consor would have the responsible charge for the review and authorization of the following submittals:

- ✓ **P/S Shop Plan Submittal**
- ✓ **CIDH Pile Install Submittal**

If a submittal is not listed above, it is assumed that the CM Team would be responsible as the sole reviewer. **Crawford** 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 40 hours.

TASK 12.4 – Field Reviews or Special Observations

To support the Construction Management Team, **Consor** has budgeted for up to two (2) 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 16 hours.

TASK 12.5 – 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 80 hours but will be dependent on the amount of modifications and detail revisions from the field.

Cost Proposal

Task No.	Project Number: N12Y011CA.00 Project Name: County Road 41 Bridge Replacement														Consor Total Hours	Consor NLF Budget	NLF + Escalation	Crawford	Subconsultant Subtotal
	TASKS	Principal Engineer	Senior Engineer	Professional Engineer	Engineering Designer	Senior CAD Designer	CAD Technician	Student Intern	Senior Project Manager	Project Accountant	Project Manager Assistant	Senior Survey Project Manager	Survey Project Manager						
No.	Initial Hourly Rate	GRY	SeEn	PrEn	EnDe	CADm	CADt	StIn	SePM	AdAs	PrMaAs	SuMa	PrSu	Actual Labor Multiplier					
	Key Personnel	Yes	No	No	No	No	No	No	No	No	No	No	No						
	Prevailing Wage	No	No	No	No	No	No	No	No	No	Yes	Yes	No		2.9194				
12.0	Construction Support													0	\$0	\$0		\$0	
12.1	Project Coordination & Support	24												24	\$7,086	\$7,192		\$0	
12.2	Request for Information (RFI), CCO's Support	20	20	20										60	\$14,596	\$14,814	\$5,000	\$5,000	
12.3	Submittal Reviews	16	8	8	8									40	\$9,258	\$9,397		\$0	
12.4	Field Reviews or Special Observations	8		8										16	\$3,806	\$3,863		\$0	
12.5	Prepare and Submit As-Builts	4				16	40	20						80	\$9,966	\$10,115		\$0	
	Subtotal - Hours	72	28	36	8	16	40	20	0	0	0	0	0	220	\$44,710.94	\$45,381		0	
	Anticipated Salary Increases														\$669.84			0	
	Other Direct Costs														\$201.00			0	
	Total Cost	\$7,282	\$2,437	\$2,226	\$362	\$912	\$1,660	\$437	\$0	\$0	\$0	\$0	\$0	\$15,315	\$45,582		\$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: County Road 41 Bridge Replacement

Consultant Consor North America, Inc.

Project No. N12Y011CA.00

Contract No. 2013-0159

Date 10/31/2024

DIRECT LABOR

Classification/Title	Name	Initials	Hours	Actual Hourly Rate	Range	Total
Principal Engineer	Young, Gregory	GRY	72	\$ 101.14	\$80 - \$135	\$ 7,281.79
Senior Engineer	Senior Engineer	SeEn	28	\$ 87.02	\$55 - \$125	\$ 2,436.56
Professional Engineer	Professional Engineer	PrEn	36	\$ 61.82	\$45 - \$100	\$ 2,225.52
Engineering Designer	Engineering Designer	EnDe	8	\$ 45.28	\$35 - \$95	\$ 362.24
Senior CAD Designer	Senior CAD Designer	CADm	16	\$ 57.00	\$39 - \$75	\$ 912.00
CAD Technician	CAD Technician	CADt	40	\$ 41.50	\$30 - \$65	\$ 1,660.00
Student Intern	Student Intern	StIn	20	\$ 21.85	\$18 - \$31	\$ 437.00
Senior Project Manager	Senior Project Manager	SePM	0	\$ 93.14	\$65 - \$125	\$ -
Project Accountant	Project Accountant	AdAs	0	\$ 40.00	\$20 - \$60	\$ -
Project Manager Assistant	Project Manager Assistant	PrMaAs	0	\$ 40.38	\$30 - \$60	\$ -
Senior Survey Project Manager	Senior Survey Project Manager	SuMa	0	\$ 85.68	\$65 - \$95	\$ -
Survey Project Manager	Survey Project Manager	PrSu	0	\$ 53.14	\$45 - \$75	\$ -
Subtotal:			220			\$ 15,315.11

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 15,315.11
 b) Anticipated Salary Increases (see page 2 for calculation) \$ 229.44
c) Total Direct Labor Costs [(a) + (b)] \$ 15,544.56

INDIRECT COSTS

d) Fringe Benefits (Rate: 39.00%): e) Total Fringe Benefits [(c) x (d)] \$ 6,062.38
 f) Overhead (Rate: 126.40%): g) Overhead [(c) x (f)] \$ 19,648.32
 h) General and Administrative (Rate: 0.00%): i) Gen & Admin [(c) x (h)] \$ -
j) Total Indirect Costs [(e) + (g) + (i)] \$ 25,710.70

FIXED FEE k) TOTAL FIXED FEE [(c) + (j) x fixed fee 10.00%] \$ 4,125.53

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	300	Miles	\$ 0.670	\$ 201.00
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 \$ 201.00

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

Crawford \$ 5,000.00

m) TOTAL SUBCONSULTANTS' COSTS \$ 5,000.00

n) Total Other Direct Costs INCLUDING SUBCONSULTANTS [(l)+(m)] \$ 5,201.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 50,581.78

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
\$ 15,315.11	220	=	\$69.61	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	\$69.61	+	3%	=	\$71.70	Year 2 Avg Hourly Rate
Year 2	\$71.70	+	3%	=	\$73.85	Year 3 Avg Hourly Rate
Year 3	\$73.85	+	3%	=	\$76.07	Year 4 Avg Hourly Rate
Year 4	\$76.07	+	3%	=	\$78.35	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	50.00%	*	220	=	110	Estimated Hours Year 1
Year 2	50.00%	*	220	=	110	Estimated Hours Year 2
Year 3	0.00%	*	220	=	0	Estimated Hours Year 3
Year 4	0.00%	*	220	=	0	Estimated Hours Year 4
Year 5	0.00%	*	220	=	0	Estimated Hours Year 5
	Total		Total	=	220	

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	\$69.61	*	110	=	\$7,657.56	Estimated Hours Year 1
Year 2	\$71.70	*	110	=	\$7,887.00	Estimated Hours Year 2
Year 3	\$73.85	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$76.07	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$78.35	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$15,544.56	
	Direct Labor Subtotal before Escalation			=	\$ 15,315.11	
	Estimated total of Direct Labor Salary Increase			=	\$229.44	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): 10/31/2024

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

Address: 11017 Coblerock 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
