

AMENDMENT EIGHT TO AGREEMENT FOR
FINAL DESIGN AND RIGHT-OF-WAY SERVICES FOR THE
SOUTH MAIN STREET AND SODA BAY ROAD CORRIDOR IMPROVEMENT PROJECT
IN LAKE COUNTY, CALIFORNIA

THIS AMENDMENT TO AGREEMENT is made this _____ day of _____, 2025, by and between the County of Lake, hereinafter referred to as "COUNTY", and Consor, hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, COUNTY and CONSULTANT have entered into an AGREEMENT dated February 24, 2015, to provide design, environmental, and right-of-way services for the South Main Street and Soda Bay Road Corridor Improvement Project, which was amended by; Amendment One dated July 7, 2015, Amendment Two dated September 26, 2017, Amendment Three dated August 14, 2018, Amendment Four dated December 14, 2021, Amendment Five dated December 20, 2022, Amendment Six dated December 19, 2024, and Amendment 7 dated April 8, 2025; and

WHEREAS, the completion of certain final design tasks were not anticipated when establishing the contract scope of work and budget (including amendments; and

WHEREAS, CONSULTANT is duly licensed, qualified and experienced to perform said services; and

WHEREAS, Article XV, Section A, "MODIFICATION", of said Agreement allows that matters concerning scope of services which affect the agreed price may only be modified by written amendment thereto, executed by both parties; and

WHEREAS, COUNTY AND CONSULTANT now desire to amend said Agreement to complete the necessary work.

NOW, THEREFORE, the parties hereto agree as follows:

- A. ARTICLE I, "SCOPE OF SERVICES", SECTION "A" is hereby modified to read as follows:
"CONSULTANT shall perform the services described in Exhibit "A" and hereby modified by Exhibits "D", "E", "F", "G", and "H", attached hereto and incorporated herein by this reference hereinafter called Scope of Work. In the event of a conflict between this Agreement and Exhibits "A", "D", "E", "F", "G" and "H" the provisions of this Agreement shall control."
- B. ARTICLE VI, "COMPENSATION AND TERMS OF PAYMENT", Section C, "Compensation" is hereby modified to read as follows:
"Compensation: The method of payment for this contract will be based on Actual Cost Plus Fixed Fee as set forth in Exhibits "C" as hereby modified by Exhibits "D", "E", "F", "G" and "H." Exhibit "C" supersedes and replaces Exhibit "B" in this AGREEMENT and includes labor costs, overhead rates, fixed fee, and other direct costs. Direct costs for Sub Consultants will be billed as actual costs. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT. For all services CONSULTANT shall be paid in accordance with the budget set forth in Exhibit "C" as hereby modified by Exhibits "D", "E", "F", "G" and "H" provided however, total payments to CONSULTANT shall not exceed \$4,070,813.31 without prior written authorization by COUNTY and formal Amendment to this AGREEMENT."

C. ARTICLE VII, "TERM", is hereby modified to read as follows:

"This Agreement shall commence on the date hereinabove entered into and shall terminate on December 31, 2027, unless earlier terminated as hereinafter provided. This term may be extended an appropriate period of time in case of unavoidable delays and for consideration of corresponding warranted adjustments in payment by modification of this agreement as hereafter provided."

Except as specifically modified herein, all other terms and conditions of the AGREEMENT dated February 24, 2015, Amendment One dated July 7, 2015, Amendment Two dated September 26, 2017, Amendment Three dated August 14, 2018, Amendment Four dated December 14, 2021, Amendment Five dated December 20, 2022, Amendment Six dated December 19, 2024, Amendment Seven dated April 8, 2025 shall remain in full force and effect.

COUNTY and CONSULTANT have executed this Amendment to Agreement on the day and year first written above.

COUNTY OF LAKE:

CONSOR

Chair, Board of Supervisors

Jason Jurens, California Regional Manager

ATTEST:

SUSAN PARKER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM:

LLOYD GUINTIVANO
County Counsel
Joseph Wankmueller
Dept. County Counsel

By: _____

[Signature]