AMENDMENT 4

Original Agreement No.	<u>17-045</u>
Amendment 1	170008-A1
Amendment 2	170008-A2
Amendment 3	170008-A3

FOURTH AMENDMENT TO COUNTY OF MENDOCINO AGREEMENT NO. 17-045 / DOT AGREEMENT NO. 170008 FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE USAL ROAD BRIDGE REPLACEMENT PROJECT OVER USAL CREEK, COUNTY ROAD 431, MILE POST 5.94

This Fourth Amendment to Board of Supervisors (BOS) Agreement Number (No.) 17-045 / Department of Transportation (DOT) Agreement No. 170008 is entered into by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Dewberry Engineers Inc., hereinafter referred to as "CONSULTANT," the date this Amendment is fully executed by all parties.

WHEREAS, BOS Agreement No. 17-045 / DOT Agreement No. 170008 was entered into on June 20, 2017 (the "Initial Agreement") for a total not-to-exceed amount of \$852,965.00; and

WHEREAS, the First Amendment (executed on May 22, 2018) added archaeological studies and a Water Quality Assessment Report for an additional \$9,100, bringing the revised total to \$862,065; and

WHEREAS, the Second Amendment (executed on July 21, 2020) reflected the firm's acquisition and name change to Dewberry Engineers Inc., and added expanded environmental scope for \$59,333, bringing the revised total to \$921,398; and

WHEREAS, the Third Amendment (executed on July 14, 2023) extended the contract term through December 31, 2027 and added \$9,685 in scope for follow-up cultural studies, bringing the revised total to \$931,083; and

WHEREAS, the Initial Agreement and Amendments No. 1 through 3 are collectively referred to as the Agreement; and

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

WHEREAS, COUNTY and CONSULTANT desire to amend the Agreement to authorize additional scope of work within the original scope of services and increase the not-to-exceed compensation accordingly; and

WHEREAS, the County has determined that additional services are necessary to prepare Section 4(f) documentation required as part of the National Environmental Policy Act (NEPA) for federally funded projects involving potential use of parkland or other protected

resources, and to further develop hydrology and hydraulic analyses in response to Caltrans comments received during the project's Type Selection meeting; and

WHEREAS, CONSULTANT has agreed to perform these additional services for the amount of \$99,917, 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, CONSULTANT has submitted a written amendment request, included as Exhibit A and incorporated herein by this reference, which outlines the additional scope of work and cost breakdown to amend, but not replace, the current Scope of Services; and

WHEREAS, it is the desire of County and Consultant to increase the total amount payable by \$99,917 from \$931,083 to \$1,031,000.

NOW, THEREFORE, we agree as follows:

- 1. The total contracted amount set out in the Agreement is hereby increased by \$99,917 from \$931,083 to \$1,031,000.
- 2. The Exhibit A, Definition of Services, set out in the Agreement is hereby amended by the Exhibit A attached herein.
- 3. The Exhibit B, Payment Terms, set out in the Agreement is hereby altered and amended by the Exhibit B attached herein.

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

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IN WITNESS WHEREOF	
DEPARTMENT FISCAL REVIEW:	CONSULTANT/COMPANY NAME
HOWARD N. DASHIELL, Director	By: SIGNATURE
TRANSPORTATION	Date: 10/28/2025
Date: October 20, 2025 Budgeted: ☐ Yes ☐ No	NAME AND ADDRESS OF CONSULTANT:
Budget Unit: 3041	Dewberry Engineers Inc.
Line Item: 2184	11060 White Rock Road, Suite 200
Org/Object Code: Grant: Yes □ No Grant No.: FHWA E-76, BRLO-5910(100)	Rancho Cordova, CA 95670-6061
COUNTY OF MENDOCINO By: JOHN HASCHAK, Chair BOARD OF SUPERVISORS	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
Date:	nershe dated, excedited the rightenners
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.	APPROVED AS TO FORM: By: COUNTY COUNSEL Date: Date:
DARCIE ANTLE, Clerk of said Board	
By:	
By: Risk Management	By: Deputy CEO or Designee
Date: 10/27/2025	Date: 10/27/2025
Signatory Authority: \$0-25,000 Department; \$25,001-50,00 Exception to Bid Process Required/Completed	000 Purchasing Agent; \$50,001+ Board of Supervisors



EXHIBIT A

January 17, 2025

Rygg Larsen Mendocino County Department of Transportation 340 Lake Mendocino Dr Ukiah, CA 95482

SUBJECT: Usal Road Bridge Replacement Project

Amendment 4 Request

Dear Mr. Larsen:

As discussed, we are submitting an amendment for additional Preliminary Engineering (PE) funds due to increases in scope that were not part of the original Professional Design Service Agreement dated June 20, 2017. This Amendment 4 provides the funds needed for Dewberry and our subconsultant Avila & Associates to complete the required additional services described later in this request letter as a means to get through NEPA approval, prepare the required additional hydraulic studies, and determine how the results of those studies will impact the project design.

PROJECT SUMMARY

Since the original contract for this project in June 2017, there have been three (3) amendments that were approved by the County. These amendments were all due to expansion in scope for various environmental efforts that Caltrans required to proceed with obtaining NEPA clearance. An overview of these previous environmentally focused amendments is provided below and also included in this request letter as attachments:

Amendment 1: \$9,063.15

Amendment 1 was approved by the County on 6/2018 in response to Caltrans requiring additional environmental technical studies to obtain NEPA clearance. This amendment was for Dewberry to prepare an Extended Phase I Investigation and prepare a Water Quality Assessment Report which were requested by the Caltrans District 1 Environmental Team.

Amendment 2: \$59,333.35

Amendment 2 was approved by the County on 7/2020 to perform additional environmental work associated with the project geotechnical boring exploration program. In order to perform the geotechnical explorations needed for the project, Caltrans required Dewberry to prepare a Categorical Exclusion (CE) Memorandum specific to the geotechnical exploration program work, as well as perform additional biological and archaeological monitoring during the drilling operations.

Amendment 3: \$9,684.53 & Time extension

Amendment 3 was approved by the County on 7/2023 to complete additional field studies required by the Caltrans District 1 Environmental Team needed to update the Extended Phase I Investigation report to obtain NEPA clearance. This amendment also extended the Contract termination date to 12/31/2027.

PROJECT MOVING FORWARD

Currently this Project is very close to obtaining NEPA approval. Many of the environmental technical studies have been completed and approved by Caltrans, and the project has received Type Selection Approval, which became a Caltrans requirement for NEPA approval after the original contract for this Project. In order to continue moving this Project forward and ultimately receive NEPA approval, additional work is necessary to comply with expanding

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Amendment #4 Request
Mendocino County
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environmental services required by Caltrans. A detailed description of these services is provided below for this Amendment 4 request:

Amendment 4: \$99,433

Dewberry is requesting \$99,433 in additional PE funds in order complete the required technical reports, environmental studies, assess additional bridge design requirements, and manage the Project through the NEPA process and complete the additional hydraulic studies required by Caltrans. Over the last eight (8) years there have been a number of delays to the Project resulting from expanding Caltrans requirements, including additional cultural investigations, additional required environmental and hydraulic studies, multiple rounds of reviews and comments from Caltrans on the environmental technical studies, new Caltrans Type Selection review and concurrence procedures, and limitations on site access due to the remoteness and seasonal road closures. Now that the Project has received Caltrans concurrence on the Bridge Type Selection utilizing two construction seasons and completed the majority of the site investigations and technical studies, additional scope has been identified in conjunction with an increased level of effort to some of the Tasks identified in the original contract. Additional PE funds are required to complete the identified extra work items as described in detail below:

Task 1.4 Project Team Meetings/Coordination - \$12,862

Due to unforeseen delays in the project and the need for additional environmental technical studies, the project duration has extended beyond the anticipated contract end date. Dewberry is requesting additional funds to manage the project, coordinate with the design team and subconsultants, prepare monthly invoices, and attend monthly PDT meetings and project stakeholder meetings.

Task 5.1.10 Section 4(f) - \$18,275

As the environmental technical studies have progressed, coordination with Caltrans and State Parks has increased and it has been identified that the Section 4(f) process is going to be more complex than originally scoped. This effort will require more coordination with key stakeholders than originally anticipated. Based on the coordination to date with Caltrans, State Parks, and other stakeholders, we anticipate the need for additional and continued coordination with State Parks and Caltrans to reach concurrence as to the best approach to the Section 4(f) study and additional effort to secure approval, including continued coordination with State Parks to detail and provide any project requirements and/or access requirements to the site during construction. The Project team is working towards reaching Caltrans' concurrence that the project will have a de minimis impact to Section 4(f) resources or if a Programmatic Section 4(f) Evaluation needs to be prepared. Once concurrence has been reached, Dewberry will begin the Section 4(f) documentation process, however, a Programmatic Evaluation is a much more comprehensive effort, thus the need for continued coordination and documentation to justify a de minimis impact concurrence.

Task 6.6 Design Hydrology and Hydraulics Report - \$3,596

Based on Caltrans comments received on the Type Selection Report, a Tsunami Scour analysis, a Tidal Influence study, and a Sea Level Rise analysis need to be considered for the Project. Dewberry is requesting additional scope to coordinate with Avila & Associates on how these hydraulics studies will affect the project design, to verify the models accurately account for the bridge features and grading limits, and the best methods to apply the findings of these studies into the project design so that the project accurately accounts for the results of the hydraulic studies. There currently is no accepted guidance on how to analyze and accurately model a Tsunami event and impacts for Bridge projects. This additional coordination effort will be to document our methods and determine the most reasonable methods to apply the results of the additional studies to the design.

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Task 7.0 Project Design - \$34,128

Dewberry is requesting additional design funds to model and accurately incorporate the findings of the Tsunami Scour analysis, Tidal Influence study, and Sea Level Rise analysis into the bridge design, roadway grading design, rock slope protection layout, and associated plan sheets. These additional studies were not originally scoped and will require additional design analysis for the bridge substructure and foundations to model the tsunami scour condition, design the barriers and superstructure for pressure flow due to the water surface elevation of major storm events, and coordinate the grading limits and rock slope protection layouts so that they are representative of the additional hydraulic models. Since there is not currently accepted guidance to analyze, model, and design for Tsunami scour, the impacts of the additional study results cannot be fully anticipated as to how they will impact the bridge substructure and foundation designs or the additional complexities that may arise. Dewberry will utilize these additional design funds to determine the best methods to model and represent the results of the hydraulic studies in the bridge and roadway designs. Upon completion of the additional hydraulic studies and an initial assessment of the impacts to the bridge and roadway design, a more detail level of effort can be prepared, if needed. Dewberry will also have to determine if there are any special requirements identified from these additional hydraulic studies that will result in the need for non-standard Special Provisions. In addition to the above additional analysis and design efforts, this request accounts for the additional level of effort that was required to get through the Type Selection Process, including a formal Type Selection Meeting which was not part of the Type Selection Approval process when this project was originally scoped in the 2017 contract. The additional reviews, formal Type Selection Meeting, and subsequent comments and responses exceed the level of effort that was in the original scope.

Avila & Associates - \$23,685

Based on Caltrans comments received during Type Selection, Avila & Associates (Avila) was asked to update the HEC-RAS modeling to the latest software version, complete a Tsunami Scour analysis, a Tidal Influence study, and a Sea Level Rise analysis. There currently isn't accepted Caltrans guidance on preparing the Tsunami analysis, so this effort will require significant coordination and documentation in order to complete the Tsunami study. Additionally, part of the Type Selection process was to get 2-season construction approved. Now that we have a concurrence on 2-season construction a detailed low flow analysis will be required which will assist in providing flow information for a stream diversion system during construction.

Once these additional studies are complete, Avila will finalize the scour calculations and determine rock slope protection size requirements. This information and the additional studies will be used to update and complete the Location Hydraulic Study and Summary Floodplain Encroachment Report. This information will then be summarized and used by Avila to prepare a Final Hydraulic Report. In addition to the additional studies that were not a part of the original contract scope, Avila's preliminary hydraulic report required significantly more effort than originally scoped once it was determined that the existing bridge is overtopped by a 10-year storm. Given the projects rural nature, riparian habitat, dense foliage and trees, and presence of special species, it is not feasible to raise the profile of the structure to meet the standard freeboard requirements. Thus, a significant number of additional hydraulic models had to be prepared beyond what was originally scoped to model different bridge span configuration, different bridge superstructure types, different minimum soffit elevations, and different types of bridge barriers to select the most economical bridge type that would not produce negative impacts compared to the existing hydraulic conditions.

Additional Fixed Fee - \$6,887

The additional scope and effort described above results in an additional Fixed Fee of \$6,887.

<u>Increase Key Staff Rates to Current Rates</u>

In addition to the above increase in scope and effort, we are requesting that our key staff members' rates be updated to current actual rates. As part of Amendment 3 Dewberry provided a Schedule of Fees for the next fiscal year for our classified employees, however, key staff rates were not increased. Given the amount of time that has elapsed from the signing of the original contract, we are requesting the changes below to the following Dewberry key staff:

<u>Name</u>	<u>Title</u>	Current Project Rate	Actual Rate
Levi Kinnebrew	Engineer VI	\$72.90	\$87.94
Nathan Donnelly	Engineer VII	\$74.61	\$88.12
Jeff Bray	Professional VII	\$79.33	\$90.14

Indirect Cost Rate

Additionally, we are requesting an update to our indirect cost rate (ICR). Attached is our most recent approved Certification of Indirect Costs. The current ICR for Dewberry is 160.96% as reflected in the attached Certification and as reflected on the attached additional hours and fee summary. This would result in an increase in the ICR from 143.62% to 160.96%.

Amendment 4 Summary

This amendment requests that the County authorize additional design funds to the existing contract for the expanded services and efforts in addition to updating key staff rates and ICR. Amendment 4 will result in a total contract amount increase from \$931,046 to \$1,030,479 per the original Professional Design Service Agreement and the fixed fee will increase from \$46,917 to \$53,803.

Contract Amount (minus fixed fee)	= \$	976,676
Fixed Fee	=	53,803
Total Contract Amount	= \$1	,030,479

Please see the attachments for a summary of additional hours, fee summary, updated Rate Sheet to reflect key staff rate modifications, approved Certification of Indirect Costs, and copies of Amendments 1, 2, & 3.

We appreciate your consideration of this request. If you have any questions or would like further clarification of any of these documents, please call me (916.231.0968) or Levi Kinnebrew (916.832.3965) at your convenience.

Sincerely,

Dewberry Engineers Inc.

Dennis Haglan, P.E. Senior Vice President

D. M. Hofm

Dewberry

Usal Creek Bridge on Usal Road Replacement Mendocino County

		03				W	Amend	ment #4	-3	S 10		Amendme	nt #4 Total		Contract
	Original Contract Amount	Amendment #1	Amendment #2	Amendment #3	Levi Kinnebrew (Engineer VI)	Nathan Donnelly (Engineer VII)	Brittnie Ruiz (Engineer V)	Kay Ngariuku (Engineer I)	Jeff Bray (Professional VII)	TBD (Professional II)	Labor Hours	Loaded Labor Cost (No Escalation)	Loaded Escalation	Loaded Labor Total (With Escalation)	Revised Contrac Amount
Loaded Ra	te			•	\$229.49	\$229.96	\$181.92	\$103.89	\$235.23	\$128.57				0.7	
PHASE I					- 100								***************************************		
1.0 PROJECT MANAGEMENT AND COORDINATION	\$85,209.03	\$0.00	\$7,688.06	\$0.00	24	8	0	0	20	0	52	\$12,051.97	\$810.52	\$12,862.49	\$105,760
1.1 Project Initiation	\$11,157.17										0	\$0.00	\$0.00	\$0.00	\$11,157
1.2 Coordination	\$44,226.98								-		0	\$0.00	\$0.00	\$0.00	\$44,227
1.3 Design Quality Plan	\$4,699.64							_			0	\$0.00	\$0.00	\$0.00	\$4,700
1.4 Project Team Meetings/Coordination w/ other Agencies	\$20,846.43		\$7,688.06		24	8			20		52	\$12,051.97	\$810.52	\$12,862.49	\$41,397
1.5 Public Meetings 2.0 SURVEYING AND MAPPING	\$4,278.81	40.00	40.00	40.00							0	\$0.00	\$0.00	\$0.00	\$4,279
	\$2,035.75	\$0.00	\$0.00	\$0.00	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$2,036
2.1 Control	\$0.00	7									0	\$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0 \$0
2.2 Boundary Survey 2.3 Topographic Mapping	\$0.00 \$797.39	2									0	\$0.00	\$0.00	\$0.00	\$797
2.4 Surveying and Mapping for Roads	\$644.87										0	\$0.00	\$0.00	\$0.00	\$645
2.5 Surveying and Mapping for Streams	\$343.96							_	-	-	0	\$0.00	\$0.00	\$0.00	\$344
2.6 Aerial Photogrammetry	\$0.00					_	-	_	_		0	\$0.00	\$0.00	\$0.00	\$344
2.6 Aeriai Photogrammetry 2.7 Digital Data Sources	\$0.00	8				-	100			i 5.	0	\$0.00	\$0.00	\$0.00	\$0
2.8 Right of Way Establishment and Legal Descriptions	\$0.00						-		_	2/4	0	\$0.00	\$0.00	\$0.00	\$0
2.9 Record of Survey	\$0.00	<u> </u>								177	0	\$0.00	\$0.00	\$0.00	\$0
2.1 Permitting Right of Way Investigations	\$249.53							_		- 16	0	\$0.00	\$0.00	\$0.00	\$250
3.0 GEOTECHNICAL INVESTIGATIONS	\$6,015.39	\$0.00	\$17,585.56	\$0.00	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$23,601
3.1 Field Exploration	\$1,412.76	\$0.00	\$17,585.56	\$0.00	U	U	U	0	U	U	0	\$0.00	\$0.00	\$0.00	\$18,998
3.2 Laboratory Testing	\$0.00		\$17,363.30							L 03	0	\$0.00	\$0.00	\$0.00	\$10,998
3.3 Preliminary Foundation Report	\$1,303.18						-	_		b	0	\$0.00	\$0.00	\$0.00	\$1,303
3.4 Draft/Final Foundation and Geotechnical Reports	\$3,299.45	1									0	\$0.00	\$0.00	\$0.00	\$3,299
4.0 UTILITY COORDINATION	\$0.00	\$0.00	\$0.00	\$0.00	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0
4.1 Utility Coordination	\$0.00	\$0.00	70.00	70.00	-			-			0	\$0.00	\$0.00	\$0.00	\$0
5.0 ENVIRONMENTAL COMPLIANCE	\$104,712.35	\$8,239,23	\$0.00	\$2,256.51	0	0	0	0	40	60	100	\$17,123,67	\$1,151.61	\$18,275,28	\$133,483
5.0 Environmental Project Management/Coordination	\$4,738.54	30,233.23	30.00	\$2,256.51		-		-	40	00	0	\$0.00	\$0.00	\$0.00	\$6,995
5.1.1 Traffic Study	\$3,060.95	-		92,230.31			1			-	0	\$0.00	\$0.00	\$0.00	\$3,061
5.1.2 Noise Study	\$3,061.76					-				-	0	\$0.00	\$0.00	\$0.00	\$3,062
5.1.3 Hazardous Materials	\$5,971.26	-								-	0	\$0.00	\$0.00	\$0.00	\$5,971
5.1.4 Floodplains	\$251.61								1	-	0	\$0.00	\$0.00	\$0.00	\$252
5.1.5 Biological Resources	\$7,333.59	-					1			-	0	\$0.00	\$0.00	\$0.00	\$7,334
5.1.6 Natural Environment Study	\$12,772.53	÷									0	\$0.00	\$0.00	\$0.00	\$12,773
5.1.7 Waters of the United States	\$3,938.96					à				ii 145	0	\$0.00	\$0.00	\$0.00	\$3,939
5.1.8 Cultural Resources	\$3,209.18	-									0	\$0.00	\$0.00	\$0.00	\$3,209
5.1.9 Farmlands	\$3,060.95						100			7 - 17	0	\$0.00	\$0.00	\$0.00	\$3,061
5.1.10 Section 4(f)	\$3,060.95	-							40	60	100	\$17,123.67	\$1,151.61	\$18,275.28	\$21,336
5.1.11 NEPA Documentation	\$1,006.44										0	\$0.00	\$0.00	\$0.00	\$1,006
5.1.12 Water Quality Assessment Report	\$0.00	\$8,239.23									0	\$0.00	\$0.00	\$0.00	\$8,239
5.2 CEQA Compliance	\$32,376.91	1-,								F 150	0	\$0.00	\$0.00	\$0.00	\$32,377
5.3 Project Permitting	\$20,868.72	4					1				0	\$0.00	\$0.00	\$0.00	\$20,869
5.4 Supplemental Activies	\$0.00	0								7 3	0	\$0.00	\$0.00	\$0.00	\$0
6.0 HYDROLOGY AND HYDRAULICS	\$5,357.98	\$0.00	\$0.00	\$0.00	2	0	16	0	0	0	18	\$3,369.62	\$226.61	\$3,596.23	\$8,954
6.1 Data Gathering	\$0.00	10.00									0	\$0.00	\$0.00	\$0.00	\$0
6.2 Preliminary Hydrology and Hydraulics Report	\$2,678.99										0	\$0.00	\$0.00	\$0.00	\$2,679
6.3 Location Hydraulic Study	\$804.12										0	\$0.00	\$0.00	\$0.00	\$804
6.4 Summary Floodplain Encroachment Report	\$0.00										0	\$0.00	\$0.00	\$0.00	\$0
6.5 Floodplain Evaluation Report	\$0.00										0	\$0.00	\$0.00	\$0.00	\$0
6.6 Design Hydrology and Hydraulics Report	\$1,874.87				2		16				18	\$3,369.62	\$226.61	\$3,596.23	\$5,471

7.0 PROJECT DESIGN	\$230,038.93	\$0.00	\$0.00	\$0.00	16	18	110	40	0	0	184	\$31,977.26	\$2,150.55	\$34,127.80	\$264,167
7.1 Preliminary Project Design	\$22,874.60	31		1			0			0 03	0	\$0.00	\$0.00	\$0.00	\$22,875
7.2.1 Draft Bridge Type Selection Report and 30% Plans	\$15,552.91										0	\$0.00	\$0.00	\$0.00	\$15,553
7.2.2 Type Selection Meeting	\$2,717.37										0	\$0.00	\$0.00	\$0.00	\$2,717
7.2.3 Final Bridge Type Selection Report/30% Plans and Estimate Submittal	\$3,795.26										0	\$0.00	\$0.00	\$0.00	\$3,795
7.3.1 Civil Design & Drafting	\$30,763.18	0 2		,		(x 9	0	\$0.00	\$0.00	\$0.00	\$30,763
7.3.2 Bridge Design & Drafting	\$55,893.42	ii -		4			40			1 0	40	\$7,276.61	\$489.37	\$7,765.98	\$63,659
7.3.3 Quantities & Cost Estimate	\$18,767.96									4 75	0	\$0.00	\$0.00	\$0.00	\$18,768
7.3.4 Draft Notice to Contractors and Special Provisions	\$17,082.42			,							0	\$0.00	\$0.00	\$0.00	\$17,082
7.3.5 Quality Control and Constructability Review	\$26,919.56					,					0	\$0.00	\$0.00	\$0.00	\$26,920
7.3.6 65% Plans and Estimate Submittal	\$5,012.80					10	30	20		0. 01	60	\$9,834.80	\$661.41	\$10,496.21	\$15,509
7.4.1 Bridge Independent Check/Bridge Final Design	\$4,855.78						20				20	\$3,638.30	\$244.68	\$3,882.99	\$8,739
7.4.2 90% Roadway Design	\$5,254.08	G					10				10	\$1,819.15	\$122.34	\$1,941.49	\$7,196
7.4.3 90% PS&E Submittal	\$5,661.75				16	8		20		E 143	44	\$7,589.24	\$510.39	\$8,099.63	\$13,761
7.5.1 Final Revisions (Road and Bridge)	\$5,446.68						10				10	\$1,819.15	\$122.34	\$1,941.49	\$7,388
7.5.2 Final Submittal	\$5,212.71			33							0	\$0.00	\$0.00	\$0.00	\$5,213
7.6 Preliminary Right of Way	\$4,228.45										0	\$0.00	\$0.00	\$0.00	\$4,228
SUBCONSULTANTS	\$372,475.17	\$0.00	\$30,212.37	\$7,202.37	0	0	0	0	0	0	0	\$23,685.00	\$0.00	\$23,685.00	\$433,575
Avila & Associates	\$23,623.00											\$23,685.00	\$0.00	\$23,685.00	\$47,308
BRG Engineering	\$40,752.93											\$0.00	\$0.00	\$0.00	\$40,753
Far Western Anthropological Research Group	\$32,306.55		\$16,790.98	\$7,202.37								\$0.00	\$0.00	\$0.00	\$56,300
Shannon & Wilson	\$218,733.08		\$13,421.39									\$0.00	\$0.00	\$0.00	\$232,154
SHN Consulting Engineers & Geologists	\$57,059.61											\$0.00	\$0.00	\$0.00	\$57,060
Dewberry Other Direct Costs	3,780.40	\$0.00	\$1,320.00	\$0.00								\$0.00	\$0.00	\$0.00	\$5,100
Fixed Fee (10%)	43,340.00	\$823.92	\$2,527.36	\$225.65								\$6,452.25	\$433.93	\$6,886.18	\$53,803
Total	\$852,965.00	\$9,063.15	\$59,333.35	\$9,684.53	42	26	126	40	60	60	354	\$94,659.77	\$4,773.22	\$99,433.00	\$1,030,479

Mendocino County Usal Creek Bridge on Usal Road

Dewberry AMENDMENT #4 SUMMARY

DHA	DIRECT	LAROR

<u>Person</u>		Hours	<u>Rate</u>	<u>Total</u>
Levi Kinnebrew	Engineer VI	42	\$ 87.94	\$3,693.48
Nathan Donnelly	Engineer VII	26	\$ 88.12	\$2,291.12
Brittnie Ruiz	Engineer V	126	\$ 69.71	\$8,783.46
Kay Ngariuku	Engineer I	40	\$ 39.81	\$1,592.40
Jeff Bray	Professional VII	60	\$ 90.14	\$5,408.40
TBD	Professional II	60	\$ 49.27	\$2,956.20
	Subtotal Direct Labor:	354		\$24,725.06

Anticipated Salary Increases: \$1,662.83

Total Direct Labor:

DHA INDIRECT COSTS

 Item
 Rate
 Total

 Overhead
 102.13%
 \$26,951.27

 Fringe Benefit
 58.82%
 \$15,522.10

 Total
 160.96%
 \$42,473.37

Total Indirect Costs: \$42,473.37

DHA FEE

<u>Amount</u> <u>Total</u> Fee on DL + ICs 10.00% \$6,886.13

Total Fee: \$6,886.13

\$26,387.89

DHA OTHER DIRECT COSTS

<u>Item</u> <u>Unit</u> Quantity **Unit Price Total** Tolls & Parking EA \$0.00 \$0.00 0 Travel/Per diem \$0.00 EA 0 \$0.000 Hotels EA 0 \$0.000 \$0.00 Subtotal: \$0.00

Total Other Direct Costs: \$0.00

SUBCONSULTANTS

 Subconsultant
 Total

 Avila & Associates
 \$23,685.00

 BRG Engineering
 \$0.00

 Far Western Anthropological Research Group
 \$0.00

 Shannon & Wilson
 \$0.00

 SHN Consulting Engineers & Geologists
 \$0.00

Subtotal: \$23,685.00

Total Subconsultant Cost:

Total Contract: \$99,433.00

\$23,685.00

Mendocino County DOT Usal Creek Bridge

EXHIBIT 10-H COST PROPOSAL PAGE 3 OF 3 ACTUAL COST-PLUS-FIXED FEE CONTRACT

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant	Dewberry, Inc	CALCULATIO	Contract No.	(T INCKEASES)	Date	1/16/2025
1. Calculate	Average Hourly Rate	for 1st year of	the contract (Direct Labor Subto	otal divided by to	tal hours)	\$182.27
	Direct Labor <u>Subtotal</u>		Total Hours		Avg Hourly	4 Year Contract
	per Cost Proposal		per Cost Proposal		Rate	Duration
	\$64,522.52		354	=	\$182.27	Year 1 Avg Hourly Rate
2. Calculate	hourly rate for all year	rs (Increase th	ne Average Hourly Rate for a year	r by proposed esc	calation %)	
	Avg Hourly Rate		Proposed Escalation			
Year 1	\$182.27	+	3%	=	\$187.74	Year 2 Avg Hourly Rate
Year 2	\$187.74	+	3%	=	\$193.37	Year 3 Avg Hourly Rate
Year 3	\$193.37	+	3%	=	\$199.17	Year 4 Avg Hourly Rate
Year 4	\$199.17	+	3%	=	\$205.14	Year 4 Avg Hourly Rate
3. Calculate	estimated hours per ye	ear (Multiply	estimate % each year by total hou	urs)		
	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	40.00%	*	354.0	=	141.6	Estimated Hours Year 1
Year 2	40.00%	*	354.0	=	141.6	Estimated Hours Year 2
Year 3	15.00%	*	354.0	=	53.1	Estimated Hours Year 3
Year 4	5.00%	*	354.0	=	17.7	Estimated Hours Year 4
Year 5	0.00%	*	354.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	354.0	
4. Calculate	Total Costs including	Escalation (M	ultiply Average Hourly Rate by t	he number of ho	urs)	
	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$182.27	*	141.6	=	\$25,809.01	Estimated Hours Year 1
Year 2	\$187.74	*	141.6	=	\$26,583.28	Estimated Hours Year 2
Year 3	\$193.37	*	53.1	=	\$10,267.79	Estimated Hours Year 3
Year 4	\$199.17	*	17.7	=	\$3,525.27	Estimated Hours Year 4
Year 5	\$205.14	*	0.0	=	\$0.00	Estimated Hours Year 5
	Total Di	rect Labor Co	st with Escalation	=	\$66,185.35	

\$64,522.52

\$1,662.83

Transfer to Page

Direct Labor Subtotal before Escalation

Estimated total of Direct Labor Salary Increase

DEWBERRY APPROVED ICR



Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant's Full Legal Name:	Dewberry Engineers Inc.
Consultant of all Logar Name.	

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost R	ate (ICR):		
Combined Rate:		Or	
Home Office Rate: _	160.96%	and Field Office Rate (if applicable): _	137.28%
Facilities Capital Co	st of Money (if app	olicable):	<u>_</u>
Fiscal Period:* 01/	01/2023 - 12/31/2	023	

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in <u>Title 23</u> <u>United States Code (U.S.C.) Section 112(b)(2): 48 CFR Part 31.201-2(d): 23 CFR, Chapter 1, Part 172.11(a)(2): and all applicable state and federal rules and regulations.</u>

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;

1

^{*} Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- · Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- · Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties 23 CFR Part 172.11(c)(4)
- False Claims Act <u>Title 31 U.S.C. Sections 3729-3733</u>
- Statements or entries generally <u>Title 18 U.S.C. Section 1001</u>
- · Major Fraud Act Title 18 U.S.C. Section 1031

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•	Total participation amount\$428.1M on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.								
•	The number of states in which the consultant does business is								
•	Years of consultant's experience with 48 CFR Part 31 is 43								
 Identify the type of audits listed below that the consultant has had performed (if applicable): 									
	Cognizant ICR Audit ☑ Local Govt ICR Audit ☑ Caltrans ICR Audit □								
	CPA ICR Audit								

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with <u>Title 23 U.S.C. Section 112(b)(2)</u>, <u>48 CFR Part 31, 23 CFR Part 172</u>, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name:**	Cynthia Chen	ynthia Chen		Chief Financial Officer	
Signature:	Cynthia Chen	Digitally signed by Cynthia C Date: 2024.06.05 08:55:00 -		06/05/2024	
Phone**:	(703) 849-0409	— Email**: _	cchen@dewberry.	com	

Note: Both prime and subconsultants as parties of a contract must complete their own forms. Caltrans will not process local agency's invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.

^{**}An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

DEWBERRY SCHEDULE OF FEES

SCHEDULE OF FEES (7/1/24 - 6/30/25)



NAME OR CLASSIFICATION		A	CTUAL HOURLY RAT OR RANGE
evi Kinnebrew	ENGINEER VI	\$	87.94
lathan Donnelly	ENGINEER VII	\$	88.12
eff Bray	PROFESSIONAL VII	\$	90.14
RINCIPAL			120.00 - \$ 120.00
NGINEER IX			117.24 - \$ 119.00
NGINEER VIII			100.69 - \$ 114.49 82.21 - \$ 99.68
NGINEER VI		\$	82.21 - \$ 99.68 77.29 - \$ 90.06
NGINEER V		\$	64.22 - \$ 77.82
NGINEER IV		\$	61.39 - \$ 71.91
NGINEER III		\$	47.71 - \$ 60.02
NGINEER II		\$	41.61 - \$ 52.56
NGINEER I		\$	36.01 - \$ 47.17
ECHNICAL VI		\$	60.26 - \$ 83.07
ECHNICAL V ECHNICAL IV		\$	53.41 - \$ 68.16 49.98 - \$ 60.71
ECHNICAL IV		\$	44.21 - \$ 59.64
ECHNICAL II		\$	33.56 - \$ 48.99
ECHNICAL I		\$	18.05 - \$ 26.09
ADD TECHNICIAN V		\$	62.60 - \$ 76.68
ADD TECHNICIAN IV		\$	53.68 - \$ 61.81
ADD TECHNICIAN III		\$	39.83 - \$ 53.25
ADD TECHNICIAN II		\$	35.25 - \$ 40.59
ADD TECHNICIAN I		\$	25.31 - \$ 39.43
DESIGNER VI		\$	73.83 - \$ 97.98
DESIGNER V		\$	69.90 - \$ 87.33 63.11 - \$ 79.88
DESIGNER IV DESIGNER III		\$	63.11 - \$ 79.88 53.91 - \$ 71.36
DESIGNER II		\$	45.67 \$ 61.77
DESIGNER I		\$	34.07 - \$ 52.19
ROFESSIONAL IX		\$	86.73 - \$ 143.78
ROFESSIONAL VIII		\$	91.71 - \$ 111.83
ROFESSIONAL VII		\$	80.64 - \$ 92.30
ROFESSIONAL VI		\$	71.86 - \$ 92.60
ROFESSIONAL V		\$	66.03 - \$ 84.14
ROFESSIONAL IV		\$	55.02 - \$ 67.88
ROFESSIONAL III PROFESSIONAL II		\$	47.50 - \$ 61.28 41.80 - \$ 58.58
ROFESSIONAL I		\$	30.40 - \$ 41.03
CONSTRUCTION PROFESSIONAL VII		-	129.21 - \$ 145.00
CONSTRUCTION PROFESSIONAL VI		\$	111.79 - \$ 135.00
CONSTRUCTION PROFESSIONAL V		\$	97.61 - \$ 110.00
CONSTRUCTION PROFESSIONAL IV		\$	86.11 - \$ 98.0
ONSTRUCTION PROFESSIONAL III		\$	73.61 - \$ 87.00
CONSTRUCTION PROFESSIONAL II		\$	59.19 - \$ 74.00 49.68 - \$ 60.00
CONSTRUCTION PROFESSIONAL I		\$	49.68 - \$ 60.00 97.61 - \$ 110.00
NSPECTOR VII **		\$	79.28 - \$ 97.00
NSPECTOR V **		\$	74.69 - \$ 82.00
NSPECTOR IV **		\$	63.10 - \$ 74.0
NSPECTOR III **		\$	56.43 - \$ 65.00
NSPECTOR II **		\$	37.01 - \$ 57.0
NSPECTOR I **		\$	34.43 - \$ 40.00
DMIN PROFESSIONAL V		\$	62.82 - \$ 72.4
DMIN PROFESSIONAL IV		\$	50.15 - \$ 67.10
ADMIN PROFESSIONAL III ADMIN ASSISTANT II		\$	38.72 - \$ 51.66 34.25 - \$ 42.66
DMIN ASSISTANT I		\$	25.11 - \$ 37.2
GEOGRAPHER/GIS IX		\$	106 29 - \$ 120 0
GEOGRAPHER/GIS VIII		\$	88.47 - \$ 106.00
SEOGRAPHER/GIS VII		\$	76.18 - \$ 90.0
GEOGRAPHER/GIS VI		\$	66.97 - \$ 78.0
GEOGRAPHER/GIS V		\$	59.29 - \$ 68.0 50.15 - \$ 63.0
SEOGRAPHER/GIS IV		\$	50.15 - \$ 63.0
GEOGRAPHER/GIS III		\$	46.00 - \$ 53.0
GEOGRAPHER/GIS II		\$ \$	33.32 - \$ 48.0
GEOGRAPHER/GIS I		\$	36.25 - \$ 38.0
RCHITECT IX		\$ \$	88.00 - \$ 110.0 81.79 - \$ 95.0
RCHITECT VIII RCHITECT VII		\$	81.79 - \$ 95.0 77.65 - \$ 85.0
RCHITECT VI		\$	64.97 - \$ 80.0
RCHITECT V		\$	64.97 - \$ 80.00 59.82 - \$ 71.00
RCHITECT IV		\$	54.68 - \$ 62.00
ARCHITECT III		\$	46.54 - \$ 56.00
RCHITECT II		\$	40 39 - \$ 48 00
INCHITECT II		-	35.79 - \$ 42.00 6

OTHER DIRECT COSTS
DESCRIPTION OF ITEM COST
Personal Vehicle Mileage see note 1
Overnight Mail Service Actual

NOTES:

- Pre-approved travel and per-diem costs will be reimbursed in conformance with the current Department of Transportation Travel and Expense Guide for Consultants. No charge will be invoiced for employee relocation cost.
- 2. Classifications identified with ** are subject to prevailing wage.
- 3. Rates subject to an annual escalation of 3%.