

AMENDMENT FOUR TO AGREEMENT FOR ENGINEERING SERVICES
FOR
N. FORK CACHE CREEK BRIDGE AT CHALK MOUNTAIN ROAD (14C-0048)
AND
UPPER WOLF CREEK BRIDGE AT WOLF CREEK ROAD BRIDGE (14C-0048)
BRIDGE REPLACEMENT PROJECTS
IN LAKE COUNTY, CALIFORNIA

THIS AMENDMENT FOUR TO AGREEMENT is made this ____ day of _____, 2024, by and between the County of Lake, hereinafter referred to as "COUNTY", and Dewberry Inc., hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, COUNTY and CONSULTANT have entered into an AGREEMENT dated February 2, 2016, to provide preliminary and final design, right of way, bidding and construction assistance services to replace the N. Fork Cache Creek Bridge at Chalk Mountain Rd. and the Upper Wolf Creek Bridge at Wolf Creek Rd.

WHEREAS CONSULTANT desires to amend their budget for Construction Support work on N. Fork Cache Creek Bridge at Chalk Mountain Rd.

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:

1. ARTICLE I, "SCOPE OF SERVICES", SECTION "A" is modified to read as follows:
 - A. CONSULTANT shall perform the services described in Exhibit "A", Amendments 1-3 and hereby modified by Exhibit "D" attached hereto and incorporated herein by this reference hereinafter called Scope of Work. In the event of a conflict between this Agreement and Exhibit "A" or Amendments 1-3, the provisions of this Agreement shall control.
2. "Compensation" under ARTICLE VI, "COMPENSATION AND TERMS OF PAYMENT" is modified to read as follows:

- C. **Compensation:** The method of payment for this contract will be based on Actual Cost-Plus-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 set forth in Exhibit "A", Exhibit "B", Exhibit "C". and hereby modified by Exhibit "D" 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.

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 the CONSULTANT be reimbursed for overhead costs at a rate that exceeds the 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.

For all services CONSULTANT shall be paid in accordance with the budget set forth in Exhibit "A", Exhibit "B", Exhibit "C" hereby modified by Exhibit "D", provided total payments to CONSULTANT shall not exceed \$508,001.52 for the N: Fork Cache Creek Bridge at Chalk Mountain Road Bridge Replacement and total \$513,892.00 for the Upper Wolf Creek at Wolf Creek Road Bridge Replacement without prior written authorization by COUNTY and formal Amendment to this Agreement.

N. Fork Cache Creek Bridge at Chalk Mountain Road, Bridge Replacement Project.

Total fees for all phases..... \$508,001.52

Upper Wolf Creek at Wolf Creek Rd., Bridge Replacement Project.

Total fees for all phases..... \$513,892.00

In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$31,000.00 for Cache Creek Bridge at Chalk Mountain Road, Bridge Replacement Project and \$30,834.00 for Upper Wolf Creek Bridge at Wolf Creek Road, Bridge Replacement Project 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.

Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

Except as specifically modified herein, all other terms and conditions of the AGREEMENT dated February 2, 2016, the First Amendment thereto dated December 30, 2020, the Second Amendment thereto dated July 26, 2022, Third Amendment thereto dated December 20, 2022, shall remain in full force and effect.

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

COUNTY OF LAKE:

Dewberry Inc.

Chair, Board of Supervisors



JOHN HOOLE
Business Unit Manager

ATTEST:
SUSAN PARKER
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel

By: _____

By:  _____

EXHIBIT “D”

TO

AGREEMENT FOR ENGINEERING SERVICES FOR REPLACEMENT OF
N. FORK CACHE CREEK BRIDGE AT CHALK MOUNTAIN ROAD (14C-0048)

AND

UPPER WOLF CREEK BRIDGE AT WOLF CREEK ROAD (14C-0049)

IN LAKE COUNTY, CALIFORNIA

AMENDMENT NO. 4 – Construction Support/Submittal Review
CHALK MOUNTAIN RD OVER CACHE CREEK BRIDGE REPLACEMENT PROJECT
COUNTY OF LAKE DEPARTMENT OF PUBLIC WORKS
SCOPE OF SERVICES
March 8, 2023

The Chalk Mountain Bridge Replacement Project has had the Construction contract awarded with Construction slated to begin early 2024. Dewberry has been requested to review a number of RFI's and Shop Drawing Submittals from the Contractor in regard to the Construction for the Chalk Mountain Road Bridge Replacement Project. Our original Contract assumed \$5,000 max for Construction support with additional required services available on a Time and Materials basis.

To Date we have reviewed, responded, and/or provided guidance for 11 of the submittals received. Below we are requesting additional funds to complete the remaining submittals that have been provided to us. Any further reviews beyond the scope below can be provided on an additional Time and Materials basis.

TASK 10: CONSTRUCTION SUPPORT - \$6,833.20

There are 4 remaining submittals that we have received to date that have not yet been reviewed (see below and attached submittal log):

- CIDH Pier Rebar Shop Drawings
- Abut WW Rebar Shop Drawings
- Diaphragm Rebar Shop Drawings
- PC Girder Shop Drawings & Calcs

We are requesting an additional 40 hours to review the four (4) above shop drawing submittals, including a round of revisions if required.

FIXED FEE - \$683.32

In addition to the additional work items described above, a total of \$683.32 will be added to cover the fixed associated with the additional work.

The total requested Amendment amount is **\$7516.52** as shown in the attached fee and hours breakdown. This amendment does not change the approved overhead rate of 131.60% for the project.

Hours and Fee Breakdown - Chalk Mountain Road Bridge 14C0138 - CON Support																			
Dewberry Staff Hours Detail and Fee										Subconsultants		Total							
Phase		Task		Scope of Work Task		Project Engineer		Dewberry Hours		Dewberry Loaded Labor		Dewberry Fixed Fee Per Task		Dewberry Total Cost Per Task		Total Subconsultant Fee	Total Labor + Subconsultants		
						Levi Kinnebrew													
				Base Rates			\$73.76												
Amend 3		10	10.2	Utility Letters		40			40	\$0	\$6,833	\$683	\$0		\$0		\$0		
Total Hours:						40		0	0	40					\$6,833.20				
Loaded Rates:						\$170.83		\$0.00	\$0.00						\$0.00				
Total Loaded Labor:						\$6,833		\$0	\$0						\$7,516.52				
Other Direct Costs:																		\$0.00	
Fixed Fee:																		\$683.32	
Total Fee:																		\$7,516.52	