

AMENDMENT NO. 1
OF NAPA COUNTY AGREEMENT NO. 230084B
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 of NAPA COUNTY AGREEMENT NO. 230084B is made and entered into as of this _____ day of _____, 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and ADKO ENGINEERING, INC., a California corporation, whose mailing address is 140 Diamond Creek Place, Roseville CA 95747, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, on August 9, 2022, COUNTY entered into Napa County Agreement No. 230084B with CONTRACTOR (the “Agreement”) for \$297,645.02 to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the Chiles Pope Valley Road MPM 3.63, Chiles Pope Bridge Replacement, and Silverado Trail at Bell Canyon Creek Bridge Project, hereinafter referred to as “the Project;” and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to expand the scope of services and to increase the total compensation under the Agreement by \$19,954.71 for additional engineering design and support services for the Chiles Pope Valley Road MPM 3.63 portion of the Project.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

1. Exhibit “A-1” attached hereto, is hereby added to and incorporated into the Agreement.
2. Exhibit “B-1” attached hereto, is hereby added to and incorporated into the Agreement.
3. Paragraph 2 of the Agreement is amended to read in full as follows:

Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A” attached to this Agreement as originally approved, in addition to the CONTRACTOR’s proposal, incorporated by reference herein and, on and after the date first written above, those additional services set forth in Exhibit “A-1,” attached to Amendment No. 1 to the Agreement, said Exhibits being incorporated by this reference herein.

4. Paragraph 3 of the Agreement is amended to read in full as follows:

Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the fixed price set forth in Exhibit "B," attached to this Agreement as originally approved, incorporated by reference herein, and, on and after the date first written above, those additional services set forth in Exhibit "B-1," attached to Amendment No. 1 to the Agreement, said Exhibits are hereby incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b) or any other provision of this Agreement, the maximum payments under this Agreement shall be THREE HUNDRED SEVENTEEN THOUSAND, FIVE HUNDRED NINETY-NINE DOLLARS AND SEVENTY THREE CENTS (\$317,599.73); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred. The actual payments made under this Agreement for the work in Exhibit "A" shall also not exceed the per task maximum amounts set forth in Exhibits "B," and the actual payments for the work in Exhibit "A-1" shall not exceed the per task maximum amounts set forth in Exhibit "B-1," unless prior written consent to exceed a maximum amount for a specific task has been authorized in writing by the Director of Public Works or designee. Any approval by the Director of Public Works or designee to exceed per task maximum shall not alter the maximum payment due under this Agreement as set forth in the first sentence of this subparagraph.

5. Except as provided in Paragraphs 1-4, above, all other provisions of the Agreement shall remain in full force and effect as approved previously.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 to Napa County Agreement No. 230084B as of the date first written above.

ADKO ENGINEERING INC.

By


MAJDI KANAAN, President

By


IMAN KANAAN, Chief Financial Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
BELIA RAMOS, Chair
Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: <u>December 21, 2022</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT “A-1”

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following additional services for the following portion of the Project:

- Chiles Pope Valley Road MPM 3.63

Amendment No. 1 increases the Level of Effort for the following tasks:

TASK 1: PROJECT MANAGEMENT – \$1,461.66

Project Management tasks include project management, quality control (QC) engineering, quality assurance (QA) engineering, project meetings, site visits, etc.

Deliverables:

- Meeting Minutes
- QA/QC review comments
- Schedules

TASK 5: ENVIRONMENTAL STUDIES – \$9,400.00

Environmental Studies will include the Biological Resources Assessment and Letter Report, Cultural Resources Assessment and Letter Report, Permitting, Tribal Monitoring (if required), and a Pre-Construction Survey. Kleinfelder will provide the following environmental services, in addition to the services listed in Exhibit “A”:

- Additional Cultural Services – A qualified Kleinfelder archaeologist will revisit the Project area to survey the additional APE (Area of Potential Effect), and update the draft Cultural Resources report to include the results of the additional survey, update the project description and figures, and summarize any management recommendations.
- Additional Biological Services – A qualified Kleinfelder biologist will update the draft RWQCB (Regional Water Quality Control Board) Section 401 application and the draft CDFW (California Department of Fish and Wildlife) LSA (Lake and Streambed Alteration) application to include the new APE, project description, potential project impacts, and suggested AMM’s (avoidance and minimization measures). This task also includes time to coordinate with ACOE (Army Corps of Engineers) regarding potential cultural resource impacts due to proposed project activities, and obtain either verification of avoidance of said resources from ACOE or prepare the appropriate permit application to address unavoidable impacts to known cultural resources within the APE.
- Permitting and Coordination – With the addition of a concrete slab and rip rap within the bed/bank of the Lower Chiles Creek, the CDFW, RWQCB, and/or the ACOE permit applications and associated figures will need to be updated to include the additional scope.

Deliverables:

- Bird Nesting Survey/Report
- Revised Cultural Resources Report
- Revised Biological Report

- Permit Applications to the CDFW, RWQCB, and/or ACOE

TASK 6: DESIGN – \$7,980.83

The ADKO Team will incorporate the County's and other project Consultant's recommendations into the preparation of preliminary and final Plans, Specifications, and Estimates (PSE) for roadway design, retaining wall, drainage improvements, grading, paving, temporary water pollution control, permanent erosion control, and any permit requirement design elements.

Deliverables:

- Conformed 35%, 65%, and 95% Plans, Technical Specifications, and Estimate (.dwg, .xcl, .doc, and PDF as applicable)
- 100% Plans, Technical Specifications, and Estimate (.dwg, .xcl, .doc, and PDF as applicable)
- Issued To Bid Plans and Specifications (.dwg, .xcl, .doc, and PDF as applicable)

TASK 7: CONSTRUCTION SUPPORT – \$1,112.22

The ADKO Team will provide ongoing support during the bid/award phase and during the construction phase to assist in responding to comments and inquiries and provide revisions to Plans and Specifications (if necessary). Construction support tasks include the following tasks:

- Attend Pre-Bid Meetings
- Respond to Bid Inquiries
- Review Appropriate Construction Submittals
- Respond to applicable RFIs and CCOs
- Perform close-out inspection and punchlist
- Provide construction certification of completion
- Prepare Issued for Construction Plans and Specifications
- Attend Pre-Construction Meetings
- Design support during construction
- Structural representation during construction

Deliverables:

- Issued for Construction Plans and Specifications (.dwg, .xcl, .doc, and PDF as applicable)
- Design support during construction (RFI review, Submittal review, Plan revision, etc.)
- Construction close-out punchlist and certification of completion
- Construction certification of completion
- Final As-built plans

Exhibit “B-1”
COMPENSATION AND EXPENSE REIMBURSEMENT

	ADKO Engineering, Inc.								CONSULTANTS		
		Majidi Kanaan PM	Qudama Albu- Jasim Structures Project Engineer	Naseem Sediqi Design Engineer	INSPECTOR (ADKO)	CM	Total Hours (ADKO)	Total Not To Exceed Cost (ADKO)	Total Not To Exceed Cost (MILLER PACIFIC/Kkeinfel der/Schaaf & Wheeler)	Reimbursable Allowance	Total Not To Exceed Cost
	<i>BILLING RATES</i>	<i>\$243.61</i>	<i>\$125.00</i>	<i>\$125.00</i>	<i>\$130.00</i>	<i>\$140.00</i>					
No.	Task Description										
1	TASK 1: PROJECT MANAGEMENT	6	0	0	0	0	6	\$ 1,461.66			\$ 1,461.66
	1.1 Project Management	4					4	\$ 974.44			\$ 974.44
	1.2 Q/C Engineer	1					1	\$ 243.61			\$ 243.61
	1.3 QA Services	1					1	\$ 243.61			\$ 243.61
5	TASK 5: ENVIRONMENTAL STUDIES	0	0	0	0	0	0	\$ -	\$ 9,400.00		\$ 9,400.00
	5.1 Biological Resources Assessment and Letter Report						0	\$ -	\$ 2,400.00		\$ 2,400.00
	5.2 Cultural Resources Assessment and Letter Report						0	\$ -	\$ 3,000.00		\$ 3,000.00
	5.3 Permitting ACOE Permit, RWQCB/GDFW							\$ -	\$ 4,000.00		\$ 4,000.00
6	TASK 6: DESIGN	3	22	36	0	0	61	\$ 7,980.83			\$ 7,980.83
	6.1 65% Plans, Technical Specifications and Estimate	1	16	16			33	\$ 4,243.61			\$ 4,243.61
	6.2 95% Plans, Technical Specifications and Estimate	1	3	16			20	\$ 2,618.61			\$ 2,618.61
	6.3 Issued for Bid Technical Specifications and Estimate	1	3	4			8	\$ 1,118.61			\$ 1,118.61
7	TASK 7: CONSTRUCTION SUPPORT	2	2	3	0	0	7	\$ 1,112.22			\$ 1,112.22
	7.1 Bid Support	1	1	1			3	\$ 493.61			\$ 493.61
	7.2 Design Services During Construction	1	1	1			3	\$ 493.61			\$ 493.61
	7.3 As-Built Design Plans			1			1	\$ 125.00			\$ 125.00
	7.4 Resident Engineer/Structures Rep						0				\$ -
											\$ -
	TOTAL HOURS	11	24	39	0	0	74				
	TOTAL COST	\$ 2,679.71	\$ 5,846.64	\$ 4,875.00	\$ -	\$ -		\$ 10,554.71	\$ -	\$ -	\$ 19,954.71