

AMENDMENT NO. 4
OF NAPA COUNTY AGREEMENT NO. 230084B
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 4 of NAPA COUNTY AGREEMENT NO. 230084B ("Amendment No. 4") is made and entered into retroactively as of the 1st day of July, 2024, 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, on January 24, 2023, the parties entered into an amendment to the Agreement ("Amendment No. 1") to increase the total compensation by \$19,954.71 for additional engineering design and support services for the Chiles Pope Valley Road MPM 3.63 portion of the Project; and

WHEREAS, on November 7, 2023, the parties entered into an amendment to the Agreement ("Amendment No. 2") to increase the total compensation by \$26,510.00 for additional engineering design and support services for the Chiles Pope Valley Road MPM 3.63 portion of the Project; and

WHEREAS, on April 23, 2024, the parties entered into an amendment to the Agreement ("Amendment No. 3") to increase the total compensation by \$28,696.00 for additional engineering design and support services for the Silverado Trail at Bell Canyon Creek Bridge portion of 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 \$215,975 for additional engineering design and support services for the Silverado Trail at Bell Canyon Creek Bridge and Chiles Pope Valley Road MPM 3.63 portions of the Project.

TERMS

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

1. Paragraph 1 of the Agreement is amended to read in full as follows:

Term of the Agreement. The term of this Agreement shall commence on August 9, 2022 and shall expire on June 30, 2026, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

2. 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 the Agreement as originally approved, those additional services set forth in Exhibit "A-1," attached to Amendment No. 1 of the Agreement, those additional services set forth in Exhibit "A-2," attached to Amendment No. 2, those additional services set forth in Exhibit "A-3," attached to Amendment No. 3, and those additional services set forth in Exhibit "A-4," attached to this Amendment No. 4, said Exhibits being incorporated herein by this reference.

3. 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 in the Agreement and Amendment Nos. 1, 2, and 3 COUNTY shall pay CONTRACTOR at the rates set forth in Exhibits "B," "B-1," "B-2," and "B-3" respectively. Said Exhibits are incorporated by reference herein. CONTRACTOR shall complete the promised work as set forth in this Amendment No. 4 within the funding parameters set forth in Exhibit "B-4." Said Exhibit is attached hereto and incorporated by reference herein.

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

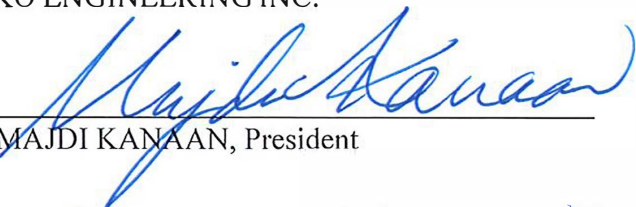
(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b) or any other provision of this Agreement, the maximum payments under this Agreement shall be FIVE HUNDRED EIGHTY EIGHT THOUSAND SEVEN HUNDRED EIGHTY DOLLARS AND SEVENTY THREE CENTS (\$588,780.73); provided, however, that such amounts shall 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," "A-1," "A-2," and "A-3" shall also not exceed the per task maximum amounts set forth in Exhibits "B," "B-1," "B-2," and "B-3," respectively, and the actual payments for the work in Exhibit "A-4" shall not exceed the per task maximum amounts set forth in Exhibit "B-4," 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

their 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.

- 4. Except as provided in Paragraphs 1-3, above, all other provisions of the Agreement as amended by Amendment Nos. 1-3 shall remain in full force and effect as approved previously.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 4 to Napa County Agreement No. 230084B effective as of July 1, 2024.

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 _____
JOELLE GALLAGHER, Chair
Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan Fitz Gerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>August 22, 2024</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-4”

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. 4 increases the Level of Effort for the following tasks:

TASK 5: ENVIRONMENTAL (\$183,480.00)

Task 5.3: Worker Environmental Awareness Training and Biological Monitoring

A CDFW-approved, qualified Kleinfelder biologist will prepare a Worker Environmental Awareness Training (WEAT) that will include a discussion of the biology, general behavior, and legal status of sensitive species that may occur within the project area, and procedures to follow should any sensitive species be detected within the project area during construction. The training will include the general measures that are being implemented to conserve these species, penalties for noncompliance, and the boundaries of the project area. Fact sheets that include information about sensitive species habitats, identification information, and other supporting materials will be prepared and distributed to all workers on the site. All workers will sign an affidavit after the completion of training to document attendance at and understanding of the training. Interpretation for non-English speaking workers will be provided where necessary.

Kleinfelder will provide a CDFW-approved qualified biological monitor during construction activities and for the duration of construction as specified in Mitigation Measure 2.6 of the LSA. This monitoring will be performed on and time-and-materials basis for a daily fee estimated as \$1,860 per day, including mileage and lodging. The estimated fee below includes 45 days of monitoring and assumes 10-hour workdays.

Assumptions:

- Period of performance will be 2025.
- The estimated fee below includes one training that will be given prior to the onset of construction. Should the client/County wish to have additional training for new workers that may come onto the project after the initial training is given, Kleinfelder can provide additional training upon modification of this scope for an additional fee.
- 45 days of monitoring at 10-hour workdays.
- Lodging & per diem included in estimate.
- The cost proposal assumes that Prevailing Wages do not apply to the roles provided. If the County determines that PW applies, then costs will increase.
- Mileage at the expected 2025 IRS rate is included in this task.

Task 5.4: Coordination of Tribal Monitoring

Kleinfelder will subcontract with a local Native American Tribe to provide a Tribal monitor at the direction of the County. For cost estimating purposes, it is assumed that a Native American monitor will be on site

up to 45 days, assuming 10-hour days, including time for travel. Native American monitoring may be modified, reduced, or suspended based on the conditions encountered in the field at the discretion of a professional archaeologist and in consultation with the County. A 3% markup is included in this task to facilitate the Tribal monitoring coordination.

Assumptions:

- Kleinfelder will conduct this work under a time and materials subcontract.
- This proposal does not include any archaeological monitoring by Kleinfelder.
- Assumes the tribe's hourly rate will be \$110 per hour or less for monitoring. Should the tribe's rate be higher, a revised cost estimate may be required.
- Assumes the tribal monitor may require up to two hours of transit per day, resulting in a 12- hour day.
- Includes up to 8 hours for Kleinfelder to negotiate a subcontract with the tribe. Should additional time be required, a revised cost estimate may be required.
- A 3% markup is included to facilitate the Tribal coordination that is commensurate with their level of effort.

Prevailing Wage

It is our understanding that this scope of work does not include activities that would be covered by Federal (or State) prevailing wage laws. If at any time during the term of this contract any categories of work are determined to require payment of prevailing wage, including retroactively, and where the existing non-prevailing wage billing rate is lower, the hourly billing rate will increase in accordance with the appropriate prevailing wages.

TASK 7: CONSTRUCTION SUPPORT (\$20,052.20)

Task 7.1: Bid support

ADKO team will provide ongoing support to assist in responding to comments and inquiries, which includes the following tasks:

- Attend Pre-bid and Pre-construction Meetings
- Respond to Bid Inquiries

Task 7.2: Design Services during Construction

ADKO team will provide the following services:

- Review Appropriate Construction Submittals
- Answer questions and address issues that may arise during construction (RFIs & CCOs)
- Perform close-out inspection and help County develop close-out punch list for Contractor
- Provide construction certification of completion

Deliverables:

- Approved submittals
- Respond to RFI
- Change order recommendations
- Construction close-out punch list and construction certification of completion (PDF)

Task 7.3: As-Built Design Plans

Following completion of construction, the County Construction Contractor will provide redline markups of the design plans. The ADKO team will incorporate the redlines into the CAD Files, clouding any changes made in construction, and submit them as final As-Built Plans.

Deliverables:

- Final As-Built Plans (DWG and PDF)

Exhibit "B-4"
COMPENSATION AND EXPENSE REIMBURSEMENT

Silverado Trial at Bell Canyon Creek Bridge

ADKO Engineering, Inc.						
		Majdi Kanaan PM	Yijin Yuan Project Engineer	Haroon Hashimi Design Engineer	Total Hours	Total Not To Exceed Cost
	BILLING RATES	\$243.61	\$175.00	\$170.00		
No.	Task Description					
3	TASK 3: CONSTRUCTION SUPPORT	17	28	20	65	\$ 12,441.37
	<i>3.1 Bid Support</i>				0	\$ -
	<i>3.2 Design Services During Construction</i>	16	20	20	56	\$ 10,797.76
	<i>3.3 As-Built Design Plans</i>	1	8		9	\$ 1,643.61
	TOTAL HOURS	17	28	20	65	
	TOTAL COST	\$ 4,141.37	\$ 4,900.00	\$ 3,400.00		\$ 12,441.37

Exhibit "B-4"
COMPENSATION AND EXPENSE REIMBURSEMENT

Chiles Pope Valley Road MPM 3.63

ADKO Engineering, Inc.								CONSULTANTS			
		Majdi Kanaan PM	Haroon Hashimi Structures Project Engineer	Yijin Yuan Design Engineer	INSPECTOR (ADKO)	CM	Total Hours (ADKO)	Total Not To Exceed Cost (ADKO)	ADKO Markup 10%	Reimbursable Allowance	Total Not To Exceed Cost
	BILLING RATES	\$243.61	\$170.00	\$175.00	\$160.00	\$160.00					
No.	Task Description										
5	TASK 5: ENVIRONMENTAL STUDIES	0	0	0	0	0		\$ 166,800.00	\$ 16,680.00		\$ 183,480.00
	Monitoring							\$ 77,500.00	\$ 7,750.00		\$ 85,250.00
	5.4 Coordination of Tribal Monitoring							\$ 89,300.00	\$ 8,930.00		\$ 98,230.00
7	TASK 7: CONSTRUCTION SUPPORT	20	44	44	0	0	108	\$ 20,052.20			\$ 20,052.20
	7.1 Bid Support	4	8	8			20	\$ 3,734.44			\$ 3,734.44
	7.2 Design Services During Construction	16	28	28			72	\$ 13,557.76			\$ 13,557.76
	7.3 As-Built Design Plans		8	8			16	\$ 2,760.00			\$ 2,760.00
											\$ -
	TOTAL HOURS	20	44	44	0	0	108				
	TOTAL COST	\$ 4,872.20	\$ 10,718.84	\$ 7,480.00	\$ -	\$ -		\$ 186,852.20	\$ 16,680.00	\$ -	\$ 203,532.20