

AMENDMENT NO. 1
OF NAPA COUNTY AGREEMENT NO. 240283B
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 of NAPA COUNTY AGREEMENT NO. 240283B is made and entered into as of this _____ day of _____, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY” or “LOCAL AGENCY”, and Bureau Veritas, a California corporation, whose mailing address is 1451 River Park Dr. Suite 220, Sacramento CA 95815, hereinafter referred to as “CONTRACTOR” or “CONSULTANT.”

RECITALS

WHEREAS, on February 27, 2024, COUNTY entered into Napa County Agreement No. 240283B with CONSULTANT (the “Agreement”) for \$895,773.40 per fiscal year to obtain specialized services, as authorized by Government Code section 31000, in order to provide construction management, material testing and inspection services in support of the Chiles Pope Bridge construction in Napa County; and

WHEREAS, numerous requirements relating to the project have been changed, requiring off-site mitigation, hazardous material survey, additional permitting services; and

WHEREAS, the parties now desire to amend the Agreement to increase the maximum compensation amounts payable to CONTRACTOR by \$310,152 from \$895,773 to \$1,205,925 to provide additional construction management services;

TERMS

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

1. Paragraph 2 of the Agreement is amended in its entirety to read in full as follows:

Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibits “B” (original Agreement), and “C” (Amendment No. 1) attached hereto and incorporated by reference herein.

2. Paragraph 3 (a) of the Agreement is amended in its entirety 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 rates set forth in Exhibits “B”, and “C”, attached hereto and incorporated by reference herein, for the respective services

described therein. The consideration to be paid to CONTRACTOR as provided herein, shall be in compensation for all of CONTRACTOR's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

3. Paragraph 3 (c) of the Agreement is amended in its entirety to read in full as follows:

Compensation.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of ONE MILLION TWO HUNDRED FIVE THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS (\$1,205,925); 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. Each task set forth in Exhibits "B", and "C" shall be subject to the maximum not to exceed fee for the task as set forth respectively in Exhibit "B" and "C", unless prior written consent to exceed a task fee has been authorized in writing by the Project Manager. Any approval by the Project Manager to exceed a task fee shall not alter the maximum payments for services and expenses under this Agreement.

4. Exhibit "C", attached hereto, is hereby added to and incorporated into the Agreement.
5. Except as provided in (1), (2), (3), and (4), above, all other provisions of the Agreement and its Amendment No. 1 shall remain in full force and effect as previously approved and amended.

[Remainder of page intentionally left blank; signature page follows.]

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IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

Bureau Veritas North America, Inc.

By 
Chuck Tran, PE Senior Vice President

By _____

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By _____
ANNE COTTRELL, Chair
Board of Supervisors

“COUNTY”

APPROVED AS TO FORM Office of County Counsel By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel Date: <u>February 25, 2025</u> PL No: <u>127638</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT C



January 21, 2025

James Reese, Project Manager
Napa County, CA

1195 Third Street, Room 101
Napa, CA 94559

Chiles Pope Valley Road Bridge Replacement Project, RDS 15-23
Federal Aid Project No. BRLS-5921(74)
Subject: Request for Amendment – Task 3, Supplement 1

January 20, 2025

Dear James

BVNA is pleased to submit this proposal for Chiles Pope Valley Road Bridge Replacement Project and continue providing CM Services for Project Close Out as well as assisting Napa County with Claim Supports to resolve Contractor's Differing Site Condition NOPC. As previously discussed, BVNA CM authorized budget is exhausted due to the following reasons:

- Extensive & Unanticipated overtime hours expended to cover Contractor's 10 hrs extended regular work shifts as well as weekend shifts to achieve substantial completion by Oct 2024 and avoid delay to project completion until Summer of 2026 due to permit restrictions.
- Extensive tracking of foundation site work to generate detailed force account cost analysis for Differing Site Condition Claim relates to foundation drilling.
- Continue providing claim support, develop claim position paper & detailed claim cost analysis in preparation for claim negotiation/mediation for project close out.

The purpose of this Scope of Work is to successfully close out the project and provide the County with all project deliverables in accordance with contract specifications and Caltrans Local Assistance Program Manual, resolving all outstanding claims and payment disputes on a timely manner.

SCOPE OF WORK

Task 1 – Completed

Task 2 – Completed

Task 3 – On Going with Remaining Project Close-Out tasks to be completed

- ***Processing final COs after completion of initial punch list walk through such as: furnish and install metal hand railings at Retaining Walls 1 and 4.***



- ***Inspect Close Out Change Order works mentioned above and remaining Punch List work not completed i.e. bridge deck grinding.***
- ***Complete and pay out all Change Orders, Reconcile all bid items quantities for final payments.***
- ***Prepare proposed final estimate to be signed by the Contractor and make recommendations to the County for final payment and acceptance of the Project.***
- ***Prepare final reporting in accordance with the Caltrans Local Assistance Procedure Manual and County requirements.***
- ***Provide complete Electronic Project files to the County upon Project Completion and acceptance***
- ***Prepare all reports and required documents for Project Close Out for the County. Documents include:***
 - ***Materials Certificate***
 - ***Report of Completion of Structures***
 - ***Final Inspection Report***
 - ***Detailed Estimate and Summary***

Task 3-1 NOPC Claim Resolutions

- ***Review Contractor's NOPC including all relevant project documents & correspondence***
- ***Prepare NOPC Claim Position Paper with reference project documents attached***
- ***Attend NOPC Claim resolution Meetings with the County & Contractors***
- ***Provide independent analysis of Contractor's Total Claim Cost***
- ***Prepare and support the County with Claim Mediation conference as requested by Contractor***

SCHEDULE

Work is ongoing and anticipated to be completed by the end of March 2025

Differing Site Condition Claim is anticipated to be resolved by the end of April 2025

STAFFING

Khanh (Chuck) Tran, PE will be part time RE in charge of the Project

Jim Adair, PE – Part time ARE and Lead Inspector

Meng Xing Li – Office Engineer and As Needed Inspector

Henry Kirzhner, PE – As needed Claim Supports



ESTIMATED COST

\$310,152 as shown on attached Form 10-H1 & Staffing Plan

Thank you for the opportunity to provide CM Services to Napa County on Chiles Pope Project and if you have any question or would like to meet and discuss, please contact me.

Sincerely,

Khanh (Chuck) Tran, PE

Senior Vice President/ Resident Engineer

Cc: Graham Wadsworth, James Adair, Steven McMahon

TASK No. 3 Supplement 1

1/18/2025

Napa County Public Works Department

Chiles Pope Valley Road Bridge Replacement Project - Fed No. BRLS-5921(074)

PRIME LABOR		Post Construction & Claim Supports						Claim Supports Contingency								Total Person-Month
Year		2024		2025												
Personnel	Task	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Working Days																
BVNA	Khanh (Chuck) Tran	Resident Engineering/ Str Rep	16	64	40	40	40	8	8	8						224
	Jim Adair, PE	ARE/Inspector	48	96	96	48	48	8	8	8						360
	Mengxing Li	ME/Inspector 2	48	96	96	96	96	48	48	48						576
	Henry Kihzner	Claim Supports		8	8	8	8	8	8	8						56
	Cheryl Brown	Labor Compliance	16	16	16	16	16	4								84
																0
															0	
															0	
Unico	Josh Williams	Inspector														0
																0
ISI	Materials Technician	Materials Testing														0
Full Time Equivalent Field and Support Personnel		128	280	256	208	208	76	72	72	0	0	0	0	0	0	1300
		1156						144								1300

ck

EXHIBIT 10-H1 COST PROPOSAL Page 1 OF 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

CM Services

Note: Mark-ups are Not Allowed Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant **BVNA**

Project No. **Napa County - Chiles Pope Valley Road Bridge Replacement Project** Contract No. **21C0075, RDS 15-23** Date **1/20/2025**

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
PM - RE/SR	Chuck Tran, PE	224	\$106.85	\$23,934.40
ARE/ Inspector	Jim Adair, PE	360	\$94.05	\$33,858.00
Office Engineer/ Inspector	Mengxing Li	576	\$65.25	\$37,584.00
OE / Labor Compliance	Cheryl Brown	84	\$38.25	\$3,213.00
Claim Supports	Henry Kirzhner, PE	56	\$123.60	\$6,921.60

LABOR COSTS	Total Hours	1,300	
a) Subtotal Direct Labor Costs			\$105,511.00
b) Anticipated Overtime	150		\$7,147.80
c) Anticipated Salary Increases (see page 2 for calculation)			\$5,603.95
d) TOTAL DIRECT LABOR COSTS [(a) + (b)+(c)]			\$118,262.75

INDIRECT COSTS

d) Fringe Benefits	(Rate: _____)	e) Total Fringe Benefits [(c) x (d)]	\$0.00
f) Overhead	(Rate: <u>138.48%</u>)	g) Overhead [(c) x (f)]	\$163,770.26
h) General and Administrative	(Rate: <u>0.00%</u>)	i) Gen & Admin [(c) x (h)]	\$0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]			\$163,770.26
FIXED FEE (Rate: <u>10.00%</u>)		k) TOTAL FIXED FEE [(c) + (j) x (q)]	\$28,203.30

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Vendors				
Applied Materials Engineer	1	LS		
Abe Construction Services	1	LS		
Mileage (Included)	Included			\$ -
Per Diem	0	Months	\$ -	\$ -
l) TOTAL OTHER DIRECT COSTS				\$0.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	Inspection Services Inc.	DBE Firm
Subconsultant 2:	WRA Environmental Inc.	(part time as needed)
Subconsultant 3:	Unico Engineering	DBE Firm

m) TOTAL SUBCONSULTANTS' COSTS	\$	-
n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]		\$0.00
TOTAL COST [(c) + (j) + (k) + (n)]		\$310,236.31

- NOTES:
1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
 2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
 3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant BVNA Contract No. 21C0075, RDS 15-2 Date 1/20/2025

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal \$105,511.00	Total Hours per Cost Proposal 1,450	=	Avg Hourly Rate \$72.77	2.5 Year Contract Duration Year 1 Avg Hourly Rate
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2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$72.77	+	3.5%	=	\$75.31	Year 2 Avg Hourly Rate
Year 2	\$75.31	+	3.5%	=	\$77.95	Year 3 Avg Hourly Rate
Year 3	\$77.95	+	3.5%	=	\$80.68	Year 4 Avg Hourly Rate
Year 4	\$80.68	+	3.5%	=	\$83.50	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	0.00%	*	1450.0	=	0.0	Estimated Hours Year 1
Year 2	50.00%	*	1450.0	=	725.0	Estimated Hours Year 2
Year 3	50.00%	*	1450.0	=	725.0	Estimated Hours Year 3
Year 4		*	1450.0	=	0.0	Estimated Hours Year 4
Total	100%		Total	=	1450.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$72.77	*	0	=	\$0.00	Estimated Hours Year 1
Year 2	\$75.31	*	725	=	\$54,601.94	Estimated Hours Year 2
Year 3	\$77.95	*	725	=	\$56,513.01	Estimated Hours Year 3
Year 4	\$80.68	*	0	=	\$0.00	Estimated Hours Year 4
	Total Direct Labor Cost with Escalation			=	\$111,114.95	
	Direct Labor Subtotal before Escalation			=	\$105,511.00	
	Estimated total of Direct Labor Salary			=	\$5,603.95	Transfer to Page 1

