

AMENDMENT NO. 2
OF
NAPA COUNTY AGREEMENT NO. 170727B
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO. 170727B 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 BIGGS CARDOSA & ASSOCIATES, INC., a California corporation, whose mailing address is 865 THE ALAMEDA, SAN JOSE, CALIFORNIA 95126, hereinafter referred to as “CONTRACTOR” or “CONSULTANT”. The COUNTY and CONSULTANT may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, COUNTY entered into Napa County Agreement No. **170727B** with CONSULTANT on January 24, 2017 (the “Agreement”), to obtain specialized services, as authorized by Government Code section 31000, in order to provide civil, structural, traffic, and geotechnical engineering services; right-of-way acquisition; and construction support; and

WHEREAS, the parties amended the Agreement on March 22, 2022 (“Amendment No. 1”) to increase the maximum compensation amounts payable to CONTRACTOR by \$340,160 from \$707,515 to \$1,047,675 to provide additional engineering and environmental services and to extend the Agreement term; 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 \$105,275 from \$1,047,675 to \$1,152,950 to provide additional engineering and environmental services;

TERMS

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, COUNTY and CONSULTANT 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 “A” (original Agreement), “B-3” (Amendment No. 1) and “B-4” (Amendment No. 2) 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", "B-3", and "B-4", 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 ONE HUNDRED FIFTY-TWO THOUSAND NINE HUNDRED FIFTY DOLLARS (\$1,152,950.00); 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 "A", "B-3", and "B-4" shall be subject to the maximum not to exceed fee for the task as set forth respectively in Exhibit "B" and "B-3", and "B-4", 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 "B-4", 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.

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IN WITNESS WHEREOF, COUNTY and CONSULTANT have executed this Amendment No. 2 of Napa County Agreement No. 170727B as of the date first above written.

BIGGS CARDOSA & ASSOCIATES, INC

By 
MAHVASH M. HARMS, Vice President

By 
DANIEL B. DEVLIN, Secretary

“CONSULTANT”

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>Ryan FitzGerald (e-sign)</u> County Counsel, Deputy</p> <p>Date: <u>September 20, 2023</u></p> <p>PL No. 100729</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 "B-4"

ADDITIONAL WORK REQUEST DATED AUGUST 27, 2023

Mr. James Reese, PE
Napa County Public Works
1195 Third Street, Suite 101
Napa, CA 94559

Subject: Chiles-Pope Valley Road Bridge Replacement at Chiles Creek, Napa County, CA
Additional Work Request No. 2

[Hazardous Materials (Asbestos) Determination / Additional Environmental Permitting
Services / Off Site Mitigation Services]

Dear Mr. Reese:

The County of Napa (County) contracted with Biggs Cardosa Associates, Inc. (BCA) to provide design services for the Chiles Pope Road Bridge Replacement project. Parikh Consultants Inc (PCI) was subcontracted to BCA to provide geotechnical engineering services, GPA was subcontracted to BCA to provide environmental services, including California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation and regulatory permit acquisition, and Merrill Morris Partners (MMP) was subcontracted to BCA to provide landscape architectural services.

- 1) **HAZARDOUS MATERIALS (ASBESTOS) DETERMINATION** - As required by the NEPA Environmental Commitment Records (ECR), a Certified Asbestos Consultant (CAC) is required to make the determination of the presence or absence of the hazardous material, asbestos.

Additional Services for Hazardous Materials (Asbestos) Determination involves the following subtask breakdown.

2.4.2 Hazardous Materials (Asbestos) Determination - PCI will engage a Certified Asbestos Consultant (CAC) to survey the bridge and determine the presence or absence of asbestos on the bridge and incorporate the appropriate mitigation process if required into the construction documents.

Based on this, we are requesting an amendment to the current contract, as described below.

1. Hazardous Materials (Asbestos) Determination [Task 2.4.2]
 - a. Bridge Survey and Testing
 - b. Asbestos Determination Report

We estimate that the additional budget required to perform the extra work associated with Hazardous Materials (Asbestos) Determination to be summarized and broken down as follows:

PROPOSED BUDGET - Hazardous Materials (Asbestos) Determination

BCA (See Attachment 1 for task/hourly breakdown)	\$1,097.00
PCI (See Attachment 2 for task/hourly breakdown)	\$4,178.00
Hazardous Materials (Asbestos) Determination – SUBTOTAL:	\$5,275.00

- 2) **ADDITIONAL ENVIRONMENTAL PERMITTING SERVICES** – To date, GPA has completed preparation of technical studies including the Mitigation Monitoring and Report Plan (MMRP), Initial Study/Mitigated Negative Declaration required to comply with CEQA and has initiated the regulatory permitting process.

Upon receiving the draft CDFW 1602 Streambed Alteration Agreement (SAA) Permit, the County requested GPA to update the MMRP with regulatory permit mitigation requirements as well as engage in additional negotiations with CDFW to minimize the tree replacement mitigation requirements so the project could determine the viability of an off-site mitigation alternative.

As a result of the on-going permitting effort completed for the SAA Permit, the County received unforeseen notification from the California Department of Fish and Wildlife (CDFW) that the project may result in the take of a state threatened species; Strix Occidentalis Caurina [Northern Spotted Owl (NSO)]. During the NEPA/CEQA environmental clearance effort, prior to the permit application effort, the project underwent Caltrans review and completed USFWS consultation resulting in a no effect determination of NSO. To address CDFW's assertion of potential NSO impact by the project, a two-stepped approach is proposed;

1st Step – Perform a NSO Habitat Assessment to validate/invalidate CDFW's assertion of the presence of suitable NSO habitat and potential take of NSO. If the NSO Habitat Assessment substantially disproves CDFW's assertion, the County will engage CDFW to address the NSO concern and demonstrate the invalidity of CDFW's assertion to complete and obtain the Section 1602 permit.

2nd Step – If the NSO Habitat Assessment validates CDFW's assertion of the presence of suitable NSO habitat, the County will engage CDFW to coordinate appropriate NSO mitigation measures to obtain the Section 1602 permit, which will include performing NSO Protocol-Level Surveys per the US Fish and Wildlife Services (USFWS) *Protocol for Surveying Proposed Management Activities That May Include Northern Spotted Owls (2012)* prior to construction.

As a result of the permitting efforts completed to date, the County has received notification from the California Department of Fish and Wildlife (CDFW) that the project may result in the take of state threatened northern spotted owl (*Strix occidentalis caurina*). To date, we have provided technical coordination support to the County to navigate/discuss options associated with northern spotted owl. In addition, County has received the Draft 1602 Agreement from CDFW and has elected to engage in negotiations with CDFW. Coordination for northern spotted owl and negotiations with CDFW for the Draft 1602 Agreement was not included in GPA's contract.

Based on this, we are requesting an amendment to the current contract, as described below.

1. Additional Project Management and Administration [Task 2.1]
 - a. Additional Project Administration/Budgeting/Cost Accounting
 - b. 4 Additional PDT Meetings & Agency Coordination
 - c. Project Schedule Updates
2. Environmental Permitting [Task 2.4]
 - a. CDFW 1602 SAA Permit Negotiations [Task 2.4.3]

- i. Preliminary Northern Spotted Owl Coordination & Habitat Assessment
- ii. Engagement with CDFW in an additional round of 1602 Permit Negotiations
- iii. Inclusion of Regulatory Conditions into the Mitigation Monitoring and Reporting Plan (MMRP)

Task 2.1 - Additional Project Management and Administration

With Amendments One (1) and Two (2) of this contract, the project schedule was previously extended to complete the design/permit and bid phase and start the construction phase in May 2023. To obtain the necessary permits, the permitting effort can potentially extend the project schedule by 11 months to start the construction phase in April 2024. Due to project design schedule extension, additional management hours and budget are required for continued project administration, updating project schedule, budgeting and invoicing, preparing progress reports with invoice, etc.

The current scope of work, based on the current project schedule, anticipated maximum of 35 project development team (PDT) meetings with County staff members. However, due to project extensions we anticipate up to a maximum of 4 additional PDT meetings and 11 schedule reviews & updates may be required before the start of construction in April of 2024.

Additional Services to incorporate Additional Project Management involves the following subtask breakdown

- 2.1.1 Project Administration/ Budgeting / Cost Accounting
- 2.1.2 Meeting/Agency Coordination
- 2.1.3 Project Schedule

Task 2.4 - Environmental Permitting

Task 2.4.3a - 1602 Streambed Alteration Agreement Additional Negotiations

County has elected to engage in negotiations with CDFW for the 1602 Streambed Alteration Agreement. GPA will review the Draft 1602 Agreement and will present potential concerns with County in a coordination call with the project team to discuss. GPA will summarize County's concerns and negotiation requests in up to one Draft 1602 Agreement Revision Request to CDFW in a matrix format, or similar, via EPIMS. GPA will attend up to one coordination phone meeting with CDFW, if requested. Once the formal revision request is submitted, GPA understands that County will accept CDFW's response without further negotiation and that no additional back and forth with CDFW will be conducted prior to finalizing the Agreement. GPA will also summarize the preliminary survey and reporting deadlines, as described in the Draft Agreement, in a bulleted list format for County's use in tracking key dates/deadlines.

Task 2.4.3b - Inclusion of Regulatory Conditions into the Mitigation Monitoring and Reporting Plan

At County's request, GPA will incorporate the final permitting conditions from the RWQCB Section 401, USACE Section 404, and CDFW 1602 Streambed Alteration Agreement into the existing Mitigation Monitoring Reporting Plan. GPA assumes up to one review by County, with minor comments.

Task 2.4.3c - CDFW 1602 SAA Permit Negotiations for NSO

Northern Spotted Owl Preliminary Coordination and Support – The project underwent Caltrans review and completed USFWS consultation, resulting in a no effect determination for northern spotted owl. However, to date, GPA has provided extensive northern spotted owl coordination during the 1602 Streambed Alteration Agreement application review process, which was not previously scoped. The design team provided NSO technical guidance, attended and facilitated focused NSO coordination calls internally and with CDFW and the County to develop an acceptable approach to address CDFW’s assertion of potential NSO impact by the project, including procurement of specialized consultant to perform Spotted Owl Expert (SOE) services, and continued project specific support and coordination with the SOE to perform a NSO habitat assessment in the vicinity of the Chiles Pope Bridge Project. The assessment followed the guidelines included in the USFWS *Protocol for Surveying Proposed Management Activities That May Include Northern Spotted Owls (2012)*. The initial desktop evaluation included a review of aerial photography of a buffer area extending 0.25 mile to estimate vegetation communities present within the buffer area. In addition, the *California Department of Fish and Wildlife (CDFW) Vegetation Classification Mapping Program – Napa Vegetation Map of 2004 (2016 update)* has been reviewed to determine vegetation communities that have been previously mapped within the buffer area. After completing the desktop evaluation, the qualified biologist / SOE conducted a field survey to ground truth the buffer area. Up to two locations within each mapped vegetation community has been visited to confirm the mapped vegetation community matches existing conditions within the buffer area. During the field survey, the qualified biologist / SOE refined the boundaries of the mapped vegetation communities, record plant species observed, and noted the canopy of the structure within the project buffer area, as well as any evidence that NSO may be present with the survey area.

A memo was prepared upon completion of the desktop evaluation and field survey that included the methods and results of the habitat assessment, and any recommendations regarding the potential for NSO to occur in the vicinity of the project area and submitted to CDFW for review and acceptance. This task includes time for pre-assessment coordination with the SOE, coordination with CDFW regarding the results of the habitat assessment, and response to any comments from CDFW on the assessment memo.

Biggs Cardosa and the County will coordinate access to private property within the buffer area and any related landowner notifications will be sent prior to the survey will be coordinated.

Additional Services to incorporate CDFW 1602 SAA Permit Negotiations involves the following subtask breakdown:

2.4.3a CDFW 1602 SAA Additional Negotiations

2.4.3b Inclusion of Regulatory Conditions into the Mitigation Monitoring and Reporting Plan

2.4.3c CDFW 1602 SAA Permit Negotiation for NSO

We estimate that the additional budget required to perform the extra work associated with Additional Environmental Permitting Services to be summarized and broken down as follows:

PROPOSED BUDGET for Additional Environmental Permitting Services

BCA (See Attachment 1 for task/hourly breakdown)	\$19,430.00
GPA (See Attachment 2 for task/hourly breakdown)	\$23,305.00
Additional Environmental Permitting Services – SUBTOTAL:	\$42,735.00

- 3) **OFF-SITE MITIGATION DESIGN SERVICES** – To date, we have completed preparation of technical studies, Initial Study/Mitigated Negative Declaration required to comply with CEQA and has completed the regulatory permitting process.

The County’s preference was to conduct all required mitigation onsite. However, as a result of the permitting efforts completed, it has become evident that compensatory mitigation will not be fully accomplished on-site and that an off-site location will be required. Until the regulatory permits were received, and mitigation requirements known, it was unclear if all mitigation could be accomplished onsite and/or what any special requirements would entail for an off-site location. Given the challenge in scoping for unknown requirements, inclusion of an off-site mitigation location was not included in our current scope of work contract.

Based on this, we are requesting an amendment to the current contract, as described below.

1. Project Management [Task 1.1]
 - a. Local Program Compliance / Project Funding Assistance [Task 1.1.4]
2. Final Plans, Specifications & Estimate [Task 2.3]
 - a. Checked Design Submittal (95% PS&E) [Task 2.3.2]
 - b. Final Design Submittal (100% PS&E) [Task 2.3.3]
3. Environmental Permitting [Task 2.4]
 - a. Agency Coordination and Prepare Permit Applications [Task 2.4.1]

Task 1.1 – Project Management

Task 1.1.4 - Local Program Compliance / Project Funding Assistance

The Consultant will provide local programs assistance to the County to incorporate the off-site mitigation as a separate “child” project in accordance with the guidelines presented in the current Local Assistance Procedures Manual. The Local Assistance Procedures Manual provides guidelines for project development, project financing, environmental approval, contracting for design, standards for design, and project bidding and construction. Particular attention will be paid to Chapter 6 of the LAPG manual, which presents the requirements of the HBP program. The Consultant shall prepare all of the required local program’s forms, including the scope/cost/schedule change, request for right-of-way authorization, right-of-way certification, construction authorization request and project closeout forms.

Deliverables:

- ✓ *Signature Ready Forms as Required*

Task 2.3 – Final Plans, Specifications & Estimate



Task 2.3.2 - Checked Design Submittal (95% PS&E)

Off-Site Mitigation Draft PS&E – Perform coordination and site visit to the Moore Park off-site mitigation area to determine appropriate location for planting and collecting soil samples. Estimate space required for replacement species based on quantity of plants needed at the mitigation site. Develop draft 95% landscape (design) plans, specifications and estimate of probable construction cost which will be a separate construction contract package from the onsite construction contract package. The required landscape plan sheets anticipated include tree protection, tree and plant revegetation, and irrigation plans and details.

Prepare and submit Checked Plans to the County and other agencies for final review and comment. Agencies will thoroughly review the details of the project. Work with the County and other agencies to resolve any conflicts between the comments of different reviewers.

Prepare a draft of the technical specifications using County and Caltrans Standard Specifications for Client to incorporate into “boilerplate” legal and contractual provisions of Bid Documents. The technical specifications shall reference County or Caltrans standard specifications sections for the various items of work, with specific consideration of measurement and payment provisions. Client shall be responsible for the completion of “boilerplate” general and standard provisions related to the contract.

Prepare the Estimate of Construction Cost for use in the Bid Documents using standard County and/or Caltrans items. The Preliminary Estimate of Construction Cost shall include all construction cost associated with the off-site mitigation.

Conduct an internal quality assurance review of the plans, specifications, and estimate; concurrent with review of the 95% Submittal by the County and other agencies. Consultant’s quality assurance program shall provide for independent checking of individual tasks, as well as an independent review by experienced senior staff. The purpose of this review is to provide oversight to specific project details by professionals who are not closely involved in the design, and to review the constructability, cost-effectiveness and completeness of design features relative to the normal standard of professional care.

95% PS&E Deliverables:

- ✓ *Up to five meetings for MMP*
- ✓ *Plan Set Drawings (PDF files)*
- ✓ *95% Opinion of Probable Construction Costs (PDF files)*
- ✓ *Specifications (PDF files)*

Task 2.3.3 - Final Design Submittal (100% PS&E)

Off-Site Mitigation Final PS&E – Develop Final 100% landscape (design) plans, specifications and estimate of probable construction cost which will be a separate construction contract package from the onsite construction contract package. The required landscape plan sheets anticipated include tree protection, tree and plant revegetation, and irrigation plans and details.

After agency review of the Checked Design Submittal (95%), Consultant shall prepare the Final Contract Documents in accordance with the County's instructions and provide the County and other agencies the opportunity to review the completed Bid Documents and

direct minor revisions. Prepare and submit a memo with “response to comments” received from the Checked Design Submittal. After County review of the 100% Final Submittal, incorporate any minor final revisions and prepare the Completed Contract Documents in accordance with the County’s instructions. Submit final bid documents for signature.

100% PS&E Deliverables:

- ✓ *Up to five meetings for MMP*
- ✓ *Complete hardcopy Bid Set Drawings – Signed and Dated*
- ✓ *One (1) 22x34 set of original stamped and signed drawings on Mylar*
- ✓ *One (1) 11x17 stamped and signed copy of the final plans*
- ✓ *One (1) hardcopy set of final specifications with signed cover sheet*
- ✓ *One (1) electronic copy signed plans (in Auto CADD and in PDF format) and final specifications (in Microsoft Word and PDF formats)*
- ✓ *One (1) electronic copy of the Engineer's Construction Cost Estimate (PDF format)*

Task 2.4 - Environmental Permitting

Task 2.4.1 - Agency Coordination and Prepare Permit Applications

Project Coordination and Expectations - The County has identified Moore Creek Park as their preferred off-site location. GPA assumes no additional off-site locations will be required. To support County’s 1602 off-site mitigation required for this project, GPA will attend up to one coordination phone meeting with CDFW. GPA assumes up to two phone meetings with the Project Team and/or County will be required in support of the off-site mitigation. Phone meetings will be attended by GPA’s project manager and up to two biologists. Meetings are assumed to be up to two hours in length. Total effort by GPA would include up to 2 principal hours, 8 project manager hours, and 16 biologist hours.

Per the outcome of the CDFW 1602, no additional CESA support and/or compensatory habitat mitigation for northern spotted owl is expected. GPA assumes coordination with Caltrans and/or USFWS for northern spotted owl will not be required. At County’s request, the scope does not include a site visit to the off-site location by GPA staff; therefore, site baseline conditions and existing site functions and values will be presumed consistent with that of the project site. No additional site visits to the on-site project location by GPA staff are expected to be required.

This task only includes coordination with CDFW and GPA does not anticipate coordination with RWQCB and/or USACE. A copy of the revegetation plan would be provided to RWQCB for their files, and no comments from RWQCB are expected.

Based on County direction, GPA understands that Caltrans will not require additional NEPA or CEQA clearances and/or documentation in support of the compensatory mitigation. If NEPA or CEQA clearances are requested, GPA will provide an additional scope of work and budget to support this effort.

CDFW Approved Riparian Revegetation Plan – Off-Site Mitigation Location - A Revegetation Plan is required as a condition of the 1602 Streambed Alteration Agreement. Following receipt of the Draft 1602 Streambed Alteration Agreement, GPA understands that County is unable to accommodate the quantity of trees and/or permanent compensatory mitigation requirements at the on-site location; therefore, an off-site location

will be required. County has identified Moore Creek Park as their preferred off-site location. Based on preliminary coordination with CDFW, GPA understands that CDFW is expected to accept locations of Moore Creek Park in proximity to the creek zone as a suitable location. At County's request, the scope does not include a site visit; therefore, site baseline conditions and existing site functions and values will be presumed consistent with that of the project site.

GPA will incorporate Moore Creek Park into the Riparian Revegetation Plan as the County's off-site location for submittal to CDFW. GPA will coordinate with the Project Team to discuss plan implementation and to confirm County's off-site implementation preferences. The Revegetation Plan will include off-site revegetation goals and success criteria; timing of the off-site implementation; rationale for expecting success at the off-site location; methods for site preparation; a proposed plant palette; description of irrigation methods; and proposed maintenance and monitoring methods and timing.

The level of internal coordination with the Project Team will not exceed 16 hours for GPA, which includes electronic communication and/or meetings with BCA, County, and/or Merrill Morris. If coordination efforts exceed this amount, GPA will provide an additional scope of work and budget to support this effort.

The consultant team will review previous similar and successful project in Napa County and coordinate with the County, agency and within the team regarding preferred methods for seed application, soil stabilization and preparation, water truck logistics, maintenance requirements and schedule, monitoring schedule and staffing as required to prepare permit applications and incorporate into the PS&E construction documents. Planting plans, typical details, irrigation plans, specifications, and/or similar exhibits, should they be requested, will be prepared by MMP and/or BCA.

This task only includes coordination with CDFW and does not anticipate coordination with RWQCB and/or USACE. A copy of the revegetation plan would be provided to RWQCB for their files, and no comments from RWQCB are expected.

Environmental Permitting Deliverables:

- ✓ *Up to two phone meetings for GPA and four meetings for MMP*
- ✓ *Inclusion of Moore Creek off-site Mitigation into the CDFW Approved Revegetation Plan*

Additional Services to incorporate Off-Site Mitigation for the project involves the following subtask breakdown:

1.1 Project Management

1.1.4 Local Program Compliance / Project Funding Assistance

2.3 Final Plans, Specifications & Estimate

2.3.2 Checked Design Submittal (95% PS&E)

2.3.3 Final Design Submittal (100% PS&E)

2.4 Environmental Permitting

2.4.1 Agency Coordination and Prepare Permit Applications

We estimate that the additional budget required to perform the extra work associated with Off-Site Mitigation Design Services to be summarized and broken down as follows:

PROPOSED BUDGET for Off-Site Mitigation Design Services

BCA (See Attachment 1 for task/hourly breakdown)	\$18,066.00
GPA (See Attachment 2 for task/hourly breakdown)	\$8,579.00
MMP (See Attachment 3 for task/hourly breakdown)	\$30,620.00
Off-Site Mitigation Design Services – SUBTOTAL:	\$57,265.00

BUDGET SUMMARY for Additional Service Request No. 2:

1) Hazardous Materials (Asbestos) Determination	\$5,275.00
2) Additional Environmental Permitting Services	\$42,735.00
3) Off-Site Mitigation Design Services	\$57,265.00
Additional Service Request No. 2 TOTAL	\$105,275.00

If approved, the additional budget of **\$105,265.00** for Chiles Pope Valley Road Bridge Amendment No. 2 will be added to the current Contract Agreement budget as follows.

• Contract Agreement budget (January 24, 2017)	\$707,515.00
• Chiles Pope Valley Road Bridge Amendment No. 1	\$340,160.00
• <u>Chiles Pope Valley Road Bridge Amendment No. 2</u>	<u>\$105,275.00</u>
Total	\$1,152,950.00

Chiles Pope Valley Road Bridge (Replace) – Design Services Budget = \$1,152,950.00

We look forward to continuing to work with you on this project. Should you have any questions or require any additional information, please do not hesitate to contact me at (408) 781-4549, or by email at roen@biggscardosa.com.

Enclosure:

- Attachment 1 – BCA_ Hazardous Material (Asbestos) Determination Fee Breakdown 05/12/22
- Attachment 2 – PCI_ Hazardous Material (Asbestos) Determination Proposal 05/09/22
- Attachment 3 – BCA_ Additional Permitting Services Fee Breakdown 08/27/23
- Attachment 4 – GPA_ Additional Permitting Services Proposal 08/27/23
- Attachment 5 – BCA_ Off-Site Mitigation Design Services Fee Breakdown 08/27/2023
- Attachment 6 – GPA_ Off-Site Mitigation Design Services Proposal 07/27/23
- Attachment 7 – MMP_ Off-Site Mitigation Design Services Proposal 08/27/23

Sincerely,

BIGGS CARDOSA
ASSOCIATES, INC.



Ron Oen, PE, QSD
Principal





MEMORANDUM

To: Biggs Cardosa Associates, Inc.
865 The Alameda
San Jose, CA 95126

May 9, 2022
Job No. 2015-137-FDN

Attn: Mr. Ron Oen, PE, QSD

From: Y. David Wang, P.E., Senior Principal

Subject: Additional Scope of Work – Asbestos Testing
Chiles Pope Bridge Project, Napa County, CA

As discussed, PARIKH will engage a Certified Asbestos Consultant (CAC) to survey the bridge and determine the presence or absence of asbestos on the bridge and incorporate the appropriate mitigation process if required into the construction documents.

Geocon Consultants, Inc. (Geocon) has prepared a proposal for the proposed task, and additional hours are considered for coordination and contract management. We have estimated an approximate cost of \$4,178. The estimate and the proposal from Geocon are attached.

Please be advised that we are performing a professional service and that our finished report will be professional opinion only. All work done will be in accordance with generally accepted geotechnical engineering principles and practices. No warranty, expressed or implied, of merchantability or fitness, is made or intended in connection with our work, by this proposal, or by the furnishing of oral or written reports or findings.

We are looking forward to working with you on this project. If you have any questions, please feel free to contact us at your convenience.

{2015-137 Chiles Pope CAC_2022-05-09}

PARIKH CONSULTANTS, INC.

Project Name: Chilea Pope Bridge
 Project No. 2015-L37-FDN
 Client: Nepa County/BCA
 Location: Location
 Task: Asbestos Survey

Task: Asbestos Survey

Asbestos Survey Report

PERSONNEL	UNIT RATE	HOURS UNIT	SUB-TOTALS	Task 1.1		Task 1.2		Task 1.3		Task 1.4		Task 1.5		Task 1.6		Task 1.7		Task 1.8		Task 1.9	
				HR	COST	HR	COST	HR	COST	HR	COST	HR	COST	HR	COST	HR	COST	HR	COST	HR	COST
1. Project Manager	\$ 107.34		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
2. Sr. Project Engineer/QA/QC Manager	\$ 77.80	1	\$ 77.80		\$ 77.80		\$		\$		\$		\$		\$		\$		\$		\$
3. Senior Geologist	\$ 75.00		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
4. Sr. Project Engineer/Geologist	\$ 71.85	2	\$ 143.70		\$ 143.70		\$		\$		\$		\$		\$		\$		\$		\$
5. Project Engineer	\$ 56.72		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
6. Project Geologist	\$ 49.01		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
7. Sr. Staff Engineer/PE	\$ 45.00		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
8. Staff Engineer	\$ 40.84		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
9. Field Engineer/Geologist	\$ 52.76		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
10. Senior Technician	\$ 38.36		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
11. Lab Technician	\$ 30.32		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
12. Drafting/Cadd Tech	\$ 41.84		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
13. Contract Administration	\$ 77.37	1	\$ 77.37		\$ 77.37		\$		\$		\$		\$		\$		\$		\$		\$
ANTICIPATED SALARY INCREASES																					
DIRECT LABOR		4	\$ 298.87		\$ 298.87		\$		\$		\$		\$		\$		\$		\$		\$
OVERHEAD + FRINGES (160.93% of direct labor)			\$ 480.97		\$ 480.97		\$		\$		\$		\$		\$		\$		\$		\$
FIXED FEE (10.0% of labor + overhead + fringes)			\$ 77.98		\$ 77.98		\$		\$		\$		\$		\$		\$		\$		\$
TOTAL LABOR COSTS			\$ 857.83		\$ 857.83		\$		\$		\$		\$		\$		\$		\$		\$
OTHER DIRECT COSTS			\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
1. Per Diem	\$ 250.00		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
2. Drilling Permits	\$ 500.00		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
3. Encroachment Permit	\$ 1,000.00		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
4. Private Utility Locator	\$ 1,600.00		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
5. Pavement Coring	\$ 2,000.00		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
6. Drilling - Mob/Demob	\$ 500.00		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
7. Drilling - Cost per Shift	\$ 4,000.00		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
8. Drilling - Grouting/Materials	\$ 5.00		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
9. Drilling - Cutting Disposal (per drum)	\$ 300.00		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
10. Drilling - Per Diem	\$ 450.00		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
11. CPT - Mob/Demob	\$ 500.00		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
12. CPT - Cost per Shift	\$ 4,500.00		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
13. CPT - Grouting/Materials	\$ 2.00		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
14. CPT - Per Diem	\$ 450.00		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
15. Pavement Restoration (per location)	\$ 2,300.00		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
16. Asbestos Survey (by location)	\$ 3,320.00	1	\$ 3,320.00		\$ 3,320.00		\$		\$		\$		\$		\$		\$		\$		\$
17. Outside Laboratory Testing	\$ 250.00		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
18. Traffic Control Plan	\$ 300.00		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
19. Traffic Control	\$ 2,250.00		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
20. Reproduction	\$ 100.00		\$		\$		\$		\$		\$		\$		\$		\$		\$		\$
MILESTONE SUBTOTALS			\$		\$ 4,177.83		\$		\$		\$		\$		\$		\$		\$		\$
TOTAL DIRECT COSTS			\$ 3,320.00		\$ 3,320.00		\$		\$		\$		\$		\$		\$		\$		\$
TOTAL COSTS (LABOR & DIRECT COSTS)			\$ 4,177.83		\$ 4,177.83		\$		\$		\$		\$		\$		\$		\$		\$

Notes:



The scope of services for the Chiles-Pope Valley Road Bridge (Br. No. 21C-0075) over Chiles Creek in Napa County, California includes:

- Conducting an asbestos survey of the bridge structure;
- Collecting up to 12 bulk material samples for asbestos analysis by polarized light microscopy (PLM);
- Additionally analyzing up to two of the bulk asbestos samples by PLM point count methodology (1,000 points); and
- Preparing an asbestos survey report.

During the asbestos survey, our staff will:

- Conduct a walkthrough inspection of the bridge structure to identify and inventory suspect asbestos-containing materials (ACM).
- Collect representative bulk samples of suspect ACM and submit using chain-of-custody (COC) documentation to a laboratory accredited under the National Voluntary Laboratory Accreditation Plan for the analysis of asbestos in bulk material samples.
- Analyze suspect ACM samples collected during the survey on a 5-day turnaround time using PLM according to the EPA-recommended method.
- Prepare one electronic version of a final asbestos survey report that will include a general property description, sample/laboratory analytical results, ACM quantities, types, condition, and locations, photographs of identified ACM, and inspector/laboratory certification data. Bridge structure drawings illustrating sample locations will also be included in the report. The drawings will be proportional, but not to-scale.

A reasonable effort will be made to identify suspect ACMs at the bridge structure. However, this does not imply a guarantee that all possible sources will be identified as certain materials may be hidden by structural materials or may be otherwise inaccessible. During future renovation or demolition operations, suspect ACMs may be uncovered. These materials should be treated as ACM, until evaluation, sampling, and analysis indicate otherwise.

Our scope of services assumes that we will work under an encroachment permit prepared for the project by the Client and that traffic controls will not be required to perform bridge survey fieldwork.

PROPOSED FEE

We propose to perform the asbestos survey scope of services outlined herein for an estimated time and materials fee of \$3,320.

We will commence with the scope of services outlined herein upon receipt of your written authorization to proceed on the basis of, and conditions set forth in, Geocon's *Terms and Conditions for Performance of Services* and *2022 Schedule of Fees*. Services provided by Geocon will be pursuant to the *Terms and Conditions for Performance of Services* and *2022 Schedule of Fees* until or unless a mutually agreed upon, negotiated contract is finalized.

FEE ESTIMATE WORKSHEET

Project Name
Proposal Number

Chiles-Pope Valley Road Bridge
(Br. No. 21C-0075)
LS-22-156



Project Scope

ACM Survey

TASK	QUANTITY	UNITS	RATE	MARKUP	AMOUNT
<u>Field Activities</u>					
Project Scientist	7	Hr	\$ 145.00	1.00	\$ 1,015.00
Pick-up Truck	1	Days	\$ 125.00	1.00	\$ 125.00
Level D	1	Days	\$ 50.00	1.00	\$ 50.00
Sampling Equipment/Supplies	1	Days	\$ 25.00	1.00	\$ 25.00
				<i>Subtotal</i>	\$ 1,215.00
<u>Analytical Laboratory (Bridge Survey)</u>					
Asbestos (PLM)	12	Each	\$ 20.00	1.00	\$ 240.00
Asbestos (1,000 Point Count)	2	Each	\$ 80.00	1.00	\$ 160.00
				<i>Subtotal</i>	\$ 400.00
<u>Reporting and Project Management</u>					
Senior Engineer	1	Hr	\$ 175.00	1.00	\$ 175.00
Project Scientist	8	Hr	\$ 145.00	1.00	\$ 1,160.00
Drafting	2	Hr	\$ 100.00	1.00	\$ 200.00
Word Processing	2	Hr	\$ 85.00	1.00	\$ 170.00
				<i>Subtotal</i>	\$ 1,705.00
TOTAL:					\$ 3,320.00

Assumptions: Laboratory analysis will be requested on a 5-day turnaround time.



**Amendment Request # 2:
Environmental Services for
Chiles Pope Road Bridge Replacement
Napa County, CA**

I. PROJECT BACKGROUND AND UNDERSTANDING

The County of Napa (County) contracted with Biggs Cardosa Associates, Inc. (BCA) to provide design services for the Chiles Pope Road Bridge Replacement project. GPA was subcontracted to BCA to provide environmental services, including California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation and regulatory permit acquisition.

To date, GPA has completed preparation of technical studies, Initial Study/Mitigated Negative Declaration required to comply with CEQA, and has initiated the regulatory permitting process.

As a result of the permitting efforts completed to date, the County has received notification from the California Department of Fish and Wildlife (CDFW) that the project may result in the take of state threatened northern spotted owl (*Strix occidentalis caurina*). To date, GPA has provided technical coordination support to the County to navigate/discuss options associated with northern spotted owl. In addition, County has received the Draft 1602 Agreement from CDFW and has elected to engage in negotiations with CDFW. Coordination for northern spotted owl and negotiations with CDFW for the Draft 1602 Agreement was not included in GPA’s contract. Based on this, GPA is requesting an amendment to the current contract, as described below.

II. SCOPE OF WORK: Regulatory Permitting

Task 1.1: Project Management and Meetings

GPA assumes up to two phone meetings with the project team and/or County will be required in support of the northern spotted owl habitat assessments and/or protocol surveys. Phone meetings will be attended by the project manager and up to two biologists. Meetings are assumed to be up to two hours in length. In addition to phone meetings, coordination with the northern spotted owl specialists (Kleinfelder) for transfer of knowledge, cohesiveness in project approach, and project guidance/support communication. Total efforts would include up to 2 principal hours, 12 project manager hours, and 32 biologist hours.

Deliverables: Up to two phone meetings

Task 2.4 Environmental Permitting

1602 Streambed Alteration Agreement Negotiations

County has elected to engage in negotiations with CDFW for the 1602 Streambed Alteration Agreement. GPA will review the Draft 1602 Agreement and will present potential concerns with County in a coordination call with the project team to discuss. GPA will summarize County’s concerns and negotiation



requests in up to one Draft 1602 Agreement Revision Request to CDFW in a matrix format, or similar, via EPIMS. GPA will attend up to one coordination phone meeting with CDFW, if requested. Once the formal revision request is submitted, GPA understands that County will accept CDFW’s response without further negotiation and that no additional back and forth with CDFW will be conducted prior to finalizing the Agreement. GPA will also summarize the preliminary survey and reporting deadlines, as described in the Draft Agreement, in a bulleted list format for County’s use in tracking key dates/deadlines.

Inclusion of Regulatory Conditions into the Mitigation Monitoring Reporting Plan

At County’s request, GPA will incorporate the final permitting conditions from the RWQCB Section 401, USACE Section 404, and CDFW 1602 Streambed Alteration Agreement into the existing Mitigation Monitoring Reporting Plan. GPA assumes up to one review by County, with minor comments.

Deliverables: One electronic copy of the Draft 1602 Agreement Revision Request, one summary of the preliminary surveys and reporting requirements, and one copy of the updated Mitigation Monitoring Reporting Plan

Task 2.5. Northern Spotted Owl Preliminary Support

The project underwent Caltrans review and completed USFWS consultation, resulting in a no effect determination for northern spotted owl. However, to date, GPA has provided extensive northern spotted owl coordination during the 1602 Streambed Alteration Agreement application review process, which was not previously scoped. GPA has provided northern spotted owl technical guidance and attended/facilitated coordination calls with County, BCA, and CDFW focused on northern spotted owl concerns.

Deliverables: Northern Spotted Owl Preliminary Support

I. ASSUMPTIONS

This scope has been prepared based on the following assumptions:

- *GPA assumes up to two phone meetings with the project team and/or County will be required in support of the northern spotted owl concerns. Phone meetings will be attended by the project manager and up to two biologists.*
- *Per County direction, CESA support for northern spotted is not included. If an Incidental Take Permit is requested, GPA will provide an additional scope of work and budget to support this effort.*
- *GPA assumes no site visits by GPA staff will be required.*
- *To support County’s 1602 negotiations, GPA will attend up to one coordination phone meeting with CDFW, if requested. GPA assumes County will undergo one round of negotiations with CDFW before finalizing the Agreement.*
- *GPA assumes coordination with Caltrans and/or USFWS for northern spotted owl will not be required.*
- *GPA assumes others will conduct northern spotted owl habitat assessments and/or protocol-level surveys. At County direction, GPA’s scope does not include review of northern spotted owl habitat assessments, protocol level survey, or other northern spotted owl deliverables prepared by others.*
- *No additional Section 106 consultation, identification efforts, updated records search, or updated Archaeological Survey Report (ASR) are anticipated to be needed for the NEPA Revalidation. No new*



properties will require evaluation in a Historic Resources Evaluation Report (HRER). No new potential effects will require evaluation.

- *Changes to the approved APE are not expected. Should project design changes be necessary and require changes to the approved APE, GPA will provide additional scope of work and budget to support this effort.*
- *GPA assumes that Caltrans will prepare the NEPA Revalidation and will not require any supporting documentation from GPA.*

Fee Proposal

Chiles-Pope Bridge Rehabilitation- Amendment 2
GPA Consulting

No.	Task Description	Richard Galvin Principal Environmental Planner	Laura Comstock Senior Environmental Planner	Marieka Schrader Senior Associate Biologist	Jennifer Johnson Senior Associate Biologist	Angela Scudiere Senior Biologist	Joseph Huang Senior Biologist	Lizbeth Pliego Guzman Associate Biologist	Victoria Masjuan Associate Biologist	Mario Mayo Biologist	Martin Rose Senior GIS Analyst	Jenna Kachour Senior Associate Architectural Historian	Emma Haggerty Associate Architectural Historian	Total Hours	Other Direct Costs	Subconsultants	Total GPA Labor Costs	Grand Total (Labor, Subs, ODC)
1	Task 1.1 Project Management and Meetings	4	20											0			\$ -	\$ -
2	Task 1.1 Project Management	2	12			16								24			\$ 4,003.60	\$ 4,003.60
3	Task 1.1 Meetings													46			\$ 6,445.94	\$ 6,445.94
4	Task 2.4 Environmental Permitting		4			28		36						70			\$ 9,123.92	\$ 9,123.92
5	Task 2.4 Environmental Permitting - 1602 SAA Negotiations													30			\$ 3,678.30	\$ 3,678.30
6	Task 2.4 Environmental Permitting - Inclusion of Regulatory Conditions into the MMRP		2			8		20						44			\$ 5,880.02	\$ 5,880.02
7	Task 2.5 Northern Spotted Owl Preliminary Support		12			16								30			\$ 3,678.30	\$ 3,678.30
	TOTAL HOURS	6	50	2	2	68	2	56	16	12	0	0	0	214			\$ 29,131.78	\$ 29,131.78
	TOTAL COST	\$ 1,500.90	\$ 7,507.50	\$ 400.88	\$ 400.88	\$ 10,210.20	\$ 300.30	\$ 6,095.04	\$ 1,741.44	\$ 974.64	\$ -	\$ -	\$ -				\$ 29,131.78	\$ 29,131.78

County mandated 20% Discount = (\$5,826)
TOTAL = \$23,305

Amendment Request # 3:
Environmental Services for
Chiles Pope Road Bridge Replacement
Napa County, CA

I. PROJECT BACKGROUND AND UNDERSTANDING

The County of Napa (County) contracted with Biggs Cardosa Associates, Inc. (BCA) to provide design services for the Chiles Pope Road Bridge Replacement project. GPA was subcontracted to BCA to provide environmental services, including California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation and regulatory permit acquisition.

To date, GPA has completed preparation of technical studies, Initial Study/Mitigated Negative Declaration required to comply with CEQA, and has completed the regulatory permitting process.

County's preference was to conduct all required mitigation onsite. However, as a result of the permitting efforts completed, it has become evident that compensatory mitigation will not be fully accomplished on-site and that an off-site location will be required. Until the regulatory permits were received and mitigation requirements known, it was unclear if all mitigation could be accomplished on site and/or what any special requirements would entail for an off-site location. Given the challenge in scoping for unknown requirements, inclusion of an off-site mitigation location was not included in GPA's contract. Based on this, GPA is requesting an amendment to the current contract, as described below.

II. SCOPE OF WORK: Regulatory Permitting

Task 1.1: Project Management and Meetings

GPA assumes up to two phone meetings with the Project Team and/or County will be required in support of the off-site mitigation. Phone meetings will be attended by the project manager and up to two biologists. Meetings are assumed to be up to two hours in length. Total efforts would include up to 2 principal hours, 8 project manager hours, and 16 biologist hours.

Deliverables: Up to two phone meetings

Task 2.4 Environmental Permitting

CDFW Approved Riparian Revegetation Plan – Off-Site Mitigation Location

A Revegetation Plan is required as a condition of the 1602 Streambed Alteration Agreement. Following receipt of the Draft 1602 Streambed Alteration Agreement, GPA understands that County is unable to accommodate the quantity of trees and/or permanent compensatory mitigation requirements at the on-site location; therefore, an off-site location will be required. County has identified Moore Creek Park as their preferred off-site location. Based on preliminary coordination with CDFW, GPA understands that CDFW is expected to accept locations of Moore Creek Park in proximity to the creek zone as a suitable

SCOPE



location. At County's request, the scope does not include a site visit; therefore, site baseline conditions and existing site functions and values will be presumed consistent with that of the project site.

GPA will incorporate Moore Creek Park into the Riparian Revegetation Plan as the County's off-site location for submittal to CDFW. GPA will coordinate with the Project Team to discuss plan implementation and to confirm County's off-site implementation preferences. The Revegetation Plan will include off-site revegetation goals and success criteria; timing of the off-site implementation; rationale for expecting success at the off-site location; methods for site preparation; a proposed plant palette; description of irrigation methods; and, proposed maintenance and monitoring methods and timing.

The level of internal coordination with the Project Team will not exceed 16 hours, which includes electronic communication and/or meetings with BCA, County, and/or Merrill Morris. If coordination efforts exceed this amount, GPA will provide an additional scope of work and budget to support this effort.

Planting plan sets, typical details, irrigation plans, specifications, and/or similar, should they be requested, would be prepared by others. This task only includes coordination with CDFW and does not anticipate coordination with RWQCB and/or USACE. A copy of the revegetation plan would be provided to RWQCB for their files, and no comments from RWQCB are expected.

Deliverables: Inclusion of Moore Creek off-site Mitigation into the CDFW Approved Revegetation Plan

I. ASSUMPTIONS

This scope has been prepared based on the following assumptions:

- *GPA assumes up to two phone meetings with the Project Team and/or County will be required in support of the off-site mitigation. Phone meetings will be attended by the project manager and up to two biologists.*
- *Per the outcome of the CDFW 1602, no additional CESA support and/or compensatory habitat mitigation for northern spotted owl is expected. If northern spotted owl habitat mitigation is requested, GPA will provide an additional scope of work and budget to support this effort.*
- *GPA assumes coordination with Caltrans and/or USFWS for northern spotted owl will not be required.*
- *At County's request, the scope does not include a site visit to the off-site location; therefore, site baseline conditions and existing site functions and values will be presumed consistent with that of the project site. No additional site visits to the on-site project location by GPA staff are expected to be required. If site visits (on or off-site) are requested, GPA will provide an additional scope of work and budget to support that effort.*
- *To support County's 1602 off-site mitigation required for this project, GPA will attend up to one coordination phone meeting with CDFW, if requested.*
- *GPA assumes up to one set of concurrent comments from BCA/County and up to one set of minor comments from CDFW before finalizing the Riparian Mitigation Plan.*
- *Based on County direction, GPA understands that Caltrans will not require additional NEPA clearances and/or documentation in support of the compensatory mitigation. If NEPA clearances are requested, GPA will provide an additional scope of work and budget to support this effort.*

SCOPE



- *Based on County direction, GPA assumes CDFW will not require additional CEQA clearances and/or documentation of the off-site location. If CEQA clearances are requested, GPA will provide an additional scope of work and budget to support this effort.*
- *Any planting plan sets, typical details, irrigation plans, specifications, and/or similar elements would be prepared by others (Merril Morris/BCA).*
- *County has identified Moore Creek Park as their preferred off-site location. GPA assumes no additional off-site locations will be required.*
- *This task only includes coordination with CDFW and GPA does not anticipate coordination with RWQCB and/or USACE. A copy of the revegetation plan would be provided to RWQCB for their files, and no comments from RWQCB are expected.*

Fee Proposal

Chiles Pope Bridge Replacement, Amendment #3
GPA Consulting

No.	Task Description	Rate	Hours	Total Cost	Total Hours	Total GPA Labor Costs	Grand Total (Labor, Subs, ODCs)
		Richard Galvin Principal Environmental Planner					
		Laura Comstock Senior Environmental Planner					
		Marieka Schrader Senior Associate Biologist					
		Angela Scudiere Senior Biologist					
		Mario Mayo Biologist					
					Total Hours		
						Total GPA Labor Costs	
1	Task 1.1 Project Management and Meetings	\$ 250.15				\$ -	\$ -
2	1.1 Project Management		2		6	\$ 1,100.90	\$ 1,100.90
3	1.1 Meetings				20	\$ 3,003.00	\$ 3,003.00
4	Task 2.4 Environmental Permitting					\$ -	\$ -
5	2.4 CDFW Approved Riparian Reveg Plan - Off-Site				52	\$ 6,630.36	\$ 6,630.36
	TOTAL HOURS						
			2		78	\$ 10,734.26	\$ 10,734.26
	TOTAL COST	\$ 500.30		\$ 2,402.40			
				\$ 801.76			
				\$ 5,405.40			
				\$ 1,624.40			

County mandated 20%+/- Discount = (\$2,155)
TOTAL = \$8,579



Professional Services Authorization

To:	Ron Oen, PE, QSD Biggs Cardosa Associates, Inc.	Date:	8/1/2023 Revised 08/27/23
		Project:	Chiles Pope Bridge Replacement Project 22003
Contract:	Chiles Pope Valley Road Bridge Over Chile Creek, 2015260A		
Contract Date:	March 29, 2022	Authorization Number:	PSA #1

This document establishes an additional services scope of work and associated fees.

Description of Additional Services Requested

The following tasks are additional services not included in the original proposal/contract:

1. Offsite Mitigation Checked Design Submittal (95% PS&E)
 - Site Visit to determine appropriate location for planting & collect soil samples
 - Estimate space required for replacement species based on quantity of plants needed at the mitigation site.
 - Provide 95% Landscape (design) Plans, Specifications and Estimate. This set will be separate from the on-site landscape plans.
 - Tree protection, tree and plant revegetation plans and details, irrigation plans and details.
 - Specifications
 - Estimate of probable construction costs, if required.
 - Coordinate with the design team. Max: 10 hours + 5 meetings
2. Offsite Mitigation Final Design Submittal (100% PS&E)
 - Provide 100% Landscape (design) Plans, Specifications and Estimate. This set will be separate from the on-site landscape plans.
 - Tree protection, tree and plant revegetation plans and details, irrigation plans and details.
 - Specifications
 - Estimate of probable construction costs, if required.
 - Responses to comments.
 - Coordinate with the design team. Max: 5 hours + 3 meetings
3. Agency Coordination and Prepare Permit Applications
 - Review previous similar and successful projects in Napa County.
 - Coordinate with County and GPA regarding preferred methods (Agency & County) for:
 - Seed application



- Soil stabilization and preparation
- Watering truck logistics
- Maintenance requirements and schedule
- Monitoring schedule and staffing
- This information, required to prepare permit applications, will be incorporated in both the on-site Construction Documentation and the off-site Construction Documentation as appropriate for each.
- Coordinate with the design team. Max: 8 hours + 4 meetings

2.32	Checked Design Submittal (95% PS&E)	\$18,896
2.33	Final Design Submittal (100% PS&E)	\$10,074
2.41	Agency Coordination & Preparation of Permit Applications	\$10,612

Total		\$39,582
	County mandated discount 20%+/- = (\$7,665)	
	DISCOUNTED TOTAL = \$30,620	

Compensation Basis

All terms and conditions surrounding payment of invoices, rates, and any additional reimbursable expenses as stated in the original contract and as dated above hold true to these additional services.

Authorization

This document authorizes Merrill Morris Partners to perform the above referenced services. This Professional Services Authorization is hereby made a part of as if attached to the original contract as dated above. All terms and conditions of the original contract will remain the same. Indicate your approval and acceptance of these terms and conditions by signing a copy of this Authorization, retain one copy for your records and return one to Merrill Morris Partners.

Submitted by
Merrill Morris Partners

Approved and Accepted by

 08/01/2023
Cathy Merrill, President Date

Name, Title Date