

**AMENDMENT NO. 6**  
**OF NAPA COUNTY AGREEMENT NO. 230084B**  
**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 6 of NAPA COUNTY AGREEMENT NO. 230084B** ("Amendment No. 6") is made and entered into on the 23rd day of September, 2025, 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**, retroactively on July 1, 2024, the parties entered into an amendment to the Agreement ("Amendment No. 4") 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.

**WHEREAS**, on July 22, 2025, the parties entered into an amendment to the Agreement ("Amendment No. 5") to expand the scope of services and to increase the total compensation under the Agreement by \$30,000 for additional environmental design and support services for the Chiles Pope Valley Road MPM 3.63 portion of the Project.

**WHEREAS**, COUNTY and CONTRACTOR now desire to amend the Agreement to expand the scope of services, to increase the total compensation under the Agreement by \$4,281.60, to remove several subtasks under the environmental scope and reallocate the leftover funding appropriation, to request compensation for additional construction support and environmental surveys, and to extend the term of the Agreement by five years and six months to cover on-site mitigation monitoring.

### **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 December 31, 2031, 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, those additional services set forth in Exhibit "A-4," attached to Amendment No. 4, those additional services set forth in Exhibit "A-5," attached to this Amendment No. 5, and those additional services set forth in Exhibit "A-6," attached to this Amendment No. 6, 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, 3, 4, and 5 COUNTY shall pay CONTRACTOR at the rates set forth in Exhibits "B," "B-1," "B-2," "B-3," "B-4," and "B-5" respectively. Said Exhibits are incorporated by reference herein. CONTRACTOR shall complete the promised work as set forth in this Amendment No. 6 within the funding parameters set forth in Exhibit "B-6." Said Exhibit is attached hereto and incorporated by reference herein.

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

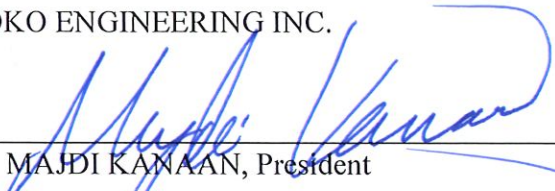
(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b) or any other provision of this Agreement, the maximum payments under this Agreement shall be SIX HUNDRED TWENTY NINE THOUSAND TWO HUNDRED SEVENTY TWO DOLLARS AND SEVENTY THREE CENTS (\$629,272.73); provided, however, that such amounts shall 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," "A-3," "A-4", and "A-5" shall also not exceed the per task maximum amounts set forth in Exhibits "B," "B-1," "B-2," "B-3," "B-4," and "B-5," respectively, and the actual payments for the work in Exhibit "A-6" shall not exceed the per task maximum amounts set forth in Exhibit "B-6," 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 2-3, above, all other provisions of the Agreement as amended by Amendment Nos. 1-5 shall remain in full force and effect as approved previously.

**[THE REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK;  
SIGNATURES ARE ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 6 to Napa County Agreement No. 230084B effective as of September 23, 2025.

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 \_\_\_\_\_  
ANNE COTTRELL, Chair  
Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>September 9, 2025</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-6”

### 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. 6 changes the Level of Effort for the following tasks:

#### **TASK 5: ENVIRONMENTAL (Reallocate Funds: -\$21,782.80)**

On August 9, 2022, Napa County entered into Agreement No. 230084B with ADKO Engineering, Inc. (CONSULTANT) and Kleinfelder (SUBCONSULTANT) to prepare the design of the Chiles Pope Valley MPM 3.63 culvert repair project. Kleinfelder’s original scope included field surveys, preparation of biological and cultural resources reports, permitting assistance with the California Department of Fish and Wildlife (CDFW), the San Francisco Regional Water Quality Control Board (RWQCB), and the U.S. Army Corps of Engineers (ACOE), as well as providing pre-construction surveys and coordinating tribal monitoring.

Subsequent amendments expanded and revised Kleinfelder’s scope as follows:

- **Amendment No. 1 (January 24, 2023):** Expanded biological and cultural surveys and permitting support.
- **Amendment No. 2 (November 7, 2023):** Added permit-required preconstruction surveys and preparation of a Mitigation and Monitoring Plan (per CDFW and RWQCB requirements).
- **Amendment No. 4 (September 10, 2024):** Added worker environmental awareness training, biological monitoring, and tribal monitoring.
- **Amendment No. 5 (July 22, 2025):** Expanded the scope to include additional preconstruction surveys, assistance with a dewatering plan, fish capture and relocation, and habitat restoration plans.

As the project design is complete and with construction progressing, Kleinfelder’s scope has required continued revision. Under Amendment No. 6, the scope will be further updated to include project management and oversight (\$6,000), additional biological monitoring and surveys (\$57,000), and restoration oversight and monitoring (\$25,536). With ADKO’s 10% overhead, the revised environmental scope totals \$97,390.

Funding is reallocated from tasks that are no longer needed—which include biological and cultural studies and reports, permitting and tribal coordination, and preconstruction surveys—and amounts to \$119,172 set-aside, that remains unused. Subtracting the \$97,390 required for the environmental scope with the \$119,172 reallocated in the ADKO contract, leaves \$21,782 leftover in the ADKO contract to be allocated towards ADKO’s additional construction support services.

**TASK 7: CONSTRUCTION SUPPORT (\$26,064.40)**

The increased scope for Tasks 7.2 and 7.4 below requires \$26,064. With the \$21,782 leftover in the ADKO contract and to be reallocated per the paragraph above, the revised scope for ADKO's construction support services will require \$4,281.60 of additional funding to be encumbered under this contract.

**Task 7.2: Design Services During Construction (Not to Exceed, \$13,600)**

During construction, the downstream wingwall structure required a re-design that altered the scope of the project, and resulted in Contract Change Order No. 2. In addition to increasing the Contractor's scope of work, the redesign and involvement from the ADKO team also requires an increased scope for the design services required during construction.

**Task 7.4: Resident Engineer and Structures Representative (Not to Exceed, \$12,464.40)**

Additional budget is also necessary for the ADKO team to assist the County during the design changes and as a result of numerous Requests for Information (RFIs) submitted by the Contractor. This Amendment increases ADKO's level of involvement during construction and provides additional budget for their services.

**Exhibit "B-6"**  
**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)	Total Not To Exceed (Kleinfelder)	(ADKO) 10%	Reimbursable Allowance	Total Not To Exceed Cost
	<b>BILLING RATES</b>	\$243.61	\$170.00	\$175.00	\$160.00	\$160.00						
No.	Task Description											
5	<b>TASK 5: ENVIRONMENTAL STUDIES</b>	0	0	0	0	0	\$ -	\$ 88,536.00	\$ 8,853.60			\$ 97,389.60
	5.6 Project Management and Oversight							\$ 6,000.00	\$ 600.00			\$ 6,600.00
	5.7 Biological Monitoring and Biological Surveys							\$ 25,536.00	\$ 2,553.60			\$ 28,089.60
	5.8 Restoration Oversight and Monitoring							\$ 57,000.00	\$ 5,700.00			\$ 62,700.00
7	<b>TASK 7: CONSTRUCTION SUPPORT</b>	0	80	0	0	0	80	\$ 26,064.40	\$ -	\$ -		\$ 26,064.40
	7.2 Design services During Construction		80				\$ 80.00	\$ 13,600.00				\$ 13,600.00
	7.4 Resident Engineer/Structures Rep	40	16				\$ 56.00	\$ 12,464.40				\$ 12,464.40
	<b>TOTAL HOURS</b>	0	80	0	0	0	0					
	<b>TOTAL COST</b>	\$ -	\$ 13,600.00	\$ -	\$ -	\$ -		\$ -		\$ 8,853.60	\$ -	\$ 123,454.00