

AMENDMENT NO. 1 TO
NAPA COUNTY AGREEMENT NO. 260300B
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 (“Amendment No. 1”) of NAPA COUNTY AGREEMENT NO. 260300B is made and entered into as of this 28th day of July 2026, 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 business address is 140 Diamond Creek Place, Roseville, CA 95747 hereinafter referred to as “Consultant,” or “ADKO.”

RECITALS

WHEREAS, County entered into Napa County Agreement No. 260300B with Consultant on February 9, 2026 (“Agreement”), to obtain specialized services, as authorized by Government Code Section 31000, in order to provide engineering design and support services for the White Sulphur Springs Road Slide Repair Project, RDS 26-37 (“Project”); and

WHEREAS, County and Consultant now desire to amend the Agreement to increase the scope and compensation to provide additional preconstruction and biological surveys for the Project.

TERMS

NOW, THEREFORE, County and Consultant hereby amend the Agreement as follows:

1. Article I, subparagraph 1.1, of the Agreement is amended to read in full as follows:

1.1 Scope of Services. Consultant shall provide County those services set forth in Exhibit “A” attached to the Agreement, as originally approved and is incorporated by reference herein, and those additional services set forth in Exhibit “A-1” attached to Amendment No. 1 of the Agreement . Exhibit A-1 is attached hereto and incorporated herein by this reference.

2. All other references of “Exhibit A” are amended to read “Exhibits A and A-1”.

3. Article III of the Agreement is amended to read in full as follows:

3.1 Amount of Compensation. County shall pay Consultant for satisfactory performance of the scope of services, as follows:

3.1.1 Rates. County shall pay Consultant according to the compensation and fee schedule set forth in Exhibit B-1. Exhibit B-1 is attached hereto and incorporated herein by this reference.

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B-1. Any travel expenses must comply with the Napa County Travel Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B-1.

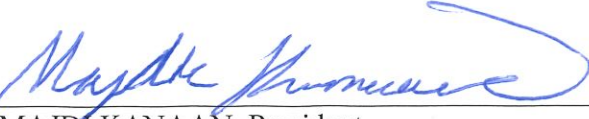
3.1.3 Maximum Amount. Notwithstanding subparagraphs 3.1.1 and 3.1.2 or any other provision of this Agreement, the maximum payments under this Agreement shall be **Four Hundred Twenty-Three Thousand One Hundred Seventy-Five AND 40/100 DOLLARS (\$423,175.40)**; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

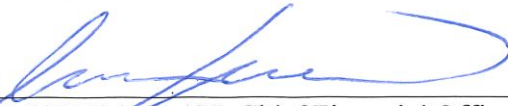
4. All other references to “Exhibit B” in the Agreement shall be amended to read “Exhibit B-1”
5. Except as provided in paragraphs (1) and (4), above, all other provisions of the Agreement shall remain in full force and effect as previously approved.

[Remainder of page intentionally blank. Signature page follows]

IN WITNESS WHEREOF, County and Consultant have executed this Amendment No. 1 to Napa County Agreement No. 260300B as of the date first above written.

ADKO ENGINEERING, INC.

By 
MAJDI KANAAN, President

By 
IMAN KANAAN, Chief Financial Officer

NAPA COUNTY, a political subdivision of
the State of California

By _____
AMBER MANFREE, Chair of the Board of
Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel Date: <u>July 14, 2026</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 “A-1”

SCOPE OF WORK

The Consultant will provide County with the following additional services for the White Sulphur Springs Road Slide Repair Project, RDS 26-37

- Preconstruction Biological Surveys - \$14,500 + (\$2,175 – ADKO 15% Markup) + (\$3,976.96 for ADKO Time)
 - This task involves presurvey desktop review of records of special-status plant and wildlife species within two miles of the Project Location. Qualified Kleinfelder Biologists will perform the biological surveys prior to the start of construction as described below. Reports from each survey will be provided to ADKO for approval. Approved memorandums will be forwarded to the County of Napa. Memorandums will include survey methodologies, findings, and recommendations for avoidance and minimization of impacts.
 - Nesting Birds Survey
 - A team of two qualified Kleinfelder biologists will conduct a survey for active bird nests within 72 hours of the commencement of Project activities. The Survey Area will cover entire Project Area and a 300 foot buffer for raptor nests and 50 foot buffer for passerine nests. Portions of the Survey Area that are inaccessible will be surveyed with the use of binoculars or a spotting scope. If any active nests are observed during surveys, a suitable avoidance buffer from the nests should be determined by the qualified biologist based on species, location, and extent and type of planned construction activity. If additional nesting bird surveys are required due to a 4 day or greater lapse in Project related activities, a change order may be necessary. Survey results will be provided in an email to Napa County and ADKO within 24 hours of survey completion. A memorandum will be submitted within two weeks of survey completion.
 - Special-status Amphibian and Reptile Survey
 - A team of two qualified Kleinfelder biologists will conduct two pre-construction surveys for special-status amphibian species within two weeks, and again within 72 hours, of the commencement of Project activities. Survey results will be provided in an email to Napa County and ADKO within 24 hours of survey completion. A memorandum will be submitted within two weeks of survey completion.
- Biological Monitoring – \$27,500 + (\$4,125 – ADKO 15% Markup) + (\$3,976.96 for ADKO Time)

- Kleinfelder will support Napa County by supplying a Biological Monitor to conduct daily preconstruction surveys and monitor for special-status species during ground disturbing activities.
- The monitor will provide worker environmental awareness training for the construction crew and provide up to ten (10) color copies of a brochure that describes the species of concern, avoidance and minimization measures, and each worker's individual responsibilities. It is assumed that this environmental awareness training will occur on the first day of construction.
- The Kleinfelder monitor will conduct up to 15 eight-hour days of monitoring during construction.
- Fifteen days of monitoring are anticipated; however, the client will be charged on a time and materials basis. ADKO will be billed only for actual time and materials spent. If additional monitoring is required, Kleinfelder will provide an updated proposal to ADKO.
- In the event that a special-status species is discovered on site, Kleinfelder staff have the authority to stop work and/or create an appropriate buffer zone, and the animal will be allowed to leave on its own accord. If the animal does not leave on its own, US. Fish and Wildlife services and/or California Department of Fish and Wildlife will be consulted before any individual is relocated.
- Kleinfelder staff will conduct preconstruction surveys daily before any equipment is moved, before any ground is disturbed, or before trees and vegetation are removed to determine if special-status species are in harm's way.
- The monitor will take representative photos each day and prepare a daily report which will be shared with ADKO on a monthly basis.

Compensation:

Consultant shall be compensated for a not-to-exceed fee of \$56,253.92 for the additional services above.

Consultant shall be compensated at the rates set forth above for the additional services for a new amount not to exceed \$423,175.40

EXHIBIT “B-1”

ADKO ENGINEERING COST PROPOSAL

3260 White Sulphur Spring Rd
ADKO Engineering Cost Proposal

	ADKO Engineering, Inc.									CONSULTANTS				
		Majdi Kanaan PM	Yijin Yuan Structures Project Engineer	Lal Ahmadzi Engineering Designer	Haroon Design Engineer	INSPECTOR (ADKO)	CM	Total Hours (ADKO)	Total Not To Exceed Cost (ADKO)	(Miller Pacific)	Total Not To Exceed Cost (Albion)	Total Not To Exceed Cost (Kleinfelder)	(ADKO) (15%)	Total Not To Exceed Cost
	BILLING RATES	\$248.56	\$195.00	\$202.80	\$182.00	\$182.00	\$192.40							
No.	Task Description													
1	TASK 1: PROJECT MANAGEMENT AND MEETINGS	64	0	0	0	0	0	64	\$ 15,907.84					\$ 15,907.84
	1.1 Project Management	16						16	\$ 3,976.96					\$ 3,976.96
	1.2 Project Meetings and Site Visit	48						48	\$ 11,930.88					\$ 11,930.88
2	TASK 2: PERFORM SURVEYS AND PREPARE BASE PLANS	8	0	0	0	0	0	8	\$ 1,988.48	\$ 9,000.00			\$ 1,350.00	\$ 12,338.48
	2.1 Field Surveys and Mapping	8						8	\$ 1,988.48	\$ 7,500.00			\$ 1,125.00	\$ 10,613.48
	2.2 Survey Verification Construction Phase							0	\$ -	\$ 1,500.00			\$ 225.00	\$ 1,725.00
3	TASK 3: GEOTECHNICAL	8	0	0	0	0	0	8	\$ 1,988.48	\$ 36,000.00	\$ -		\$ 5,400.00	\$ 43,388.48
	3.1 Geotechnical Investigation Report with Recommendations	8						8	\$ 1,988.48	\$ 14,500.00			\$ 2,175.00	\$ 18,663.48
	3.2 Supplemental Consultation							0	\$ -	\$ 1,500.00			\$ 225.00	\$ 1,725.00
	3.3 Construction Observation and Testing							0	\$ -	\$ 20,000.00			\$ 3,000.00	\$ 23,000.00
4	TASK 4: ENVIRONMENTAL STUDIES	8	0	0	0	0	0	8	\$ 11,930.88	\$ -	\$ -	\$ 122,430.88	\$ 16,575.00	\$ 150,936.76
	4.1 Cultural Resources Assessment and Letter Report	8						8	\$ 1,988.48			\$ 14,500.00	\$ 2,175.00	\$ 18,663.48
	4.2 Biological Resources Survey and Report	8						8	\$ 1,988.48			\$ 16,000.00	\$ 2,400.00	\$ 20,388.48
	4.3 NSO Survey and Report	8						8	\$ 1,988.48			\$ 26,000.00	\$ 3,900.00	\$ 31,888.48
	4.4 Aquatic Resources Delineation Survey and Report	8						8	\$ 1,988.48			\$ 12,000.00	\$ 1,800.00	\$ 15,788.48
	4.5 Preconstruction Survey							8	\$ 1,988.48			\$ 14,500.00	\$ 2,175.00	\$ 18,663.48
	4.6 Biological Monitoring							8	\$ 1,988.48			\$ 27,500.00	\$ 4,125.00	\$ 33,613.48
5	TASK 5: DESIGN	68	232	344	232	0	0	876	\$ 174,129.28					\$ 174,129.28
	5.1 Design Basis Memorandum	4	8		8			20	\$ 4,010.24					\$ 4,010.24
	5.2 35% Plans and Estimate Submittal	16	80	80	80			256	\$ 50,360.96					\$ 50,360.96
	5.3 65% PS&E Submittal	16	80	120	80			296	\$ 58,472.96					\$ 58,472.96
	5.4 95% PS&E Submittal	16	40	120	40			216	\$ 43,392.96					\$ 43,392.96
	5.5 100% PS&E Submittal	16	24	24	24			88	\$ 17,892.16					\$ 17,892.16
6	TASK 6: CONSTRUCTION SUPPORT	21	20	21	28	0	0	90	\$ 26,474.56					\$ 26,474.56
	6.1 Bid Support	4	4	4	4			16	\$ 3,313.44					\$ 3,313.44
	6.2 Design Services During Construction	16	16	16	16			64	\$ 13,253.76					\$ 13,253.76
	6.3 As-Built Design Plans	1		1	8			10	\$ 1,907.36					\$ 1,907.36
	6.4 Resident Engineer/Structures Rep							0	\$ 8,000.00					\$ 8,000.00
	TOTAL HOURS	177	252	365	260	0	0	1,054						
	TOTAL COST	\$ 43,995.12	\$ 49,140.00	\$ 74,022.00	\$ 47,320.00	\$ -	\$ -		\$ 232,419.52	\$ 36,000.00	\$ 9,000.00	\$ 122,430.88	\$ 23,325.00	\$ 423,175.40