

**AMENDMENT NO. 3**  
**OF**  
**NAPA COUNTY AGREEMENT NO. 210301B**  
**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT No. 3 of NAPA COUNTY AGREEMENT NO. 210301B** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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 2267 Lava Ridge Court, Suite 100 Roseville CA 95661, hereinafter referred to as “CONTRACTOR”;

**RECITALS**

**WHEREAS**, COUNTY entered into Napa County Agreement No. 210301B with CONTRACTOR on March 16, 2021 (the “Agreement”) for \$182,857 to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the various 2019 Storm slide repairs hereinafter referred to as “Project”; and

**WHEREAS**, COUNTY entered into Amendment No.1 to Napa County Agreement No. 210301B with CONTRACTOR on December 14, 2021 (the “Agreement”) for \$197,540 for additional engineering design and support services for various 2019 Storm slide repairs at Dry Creek Road MPM 6.2; and

**WHEREAS**, COUNTY entered into Amendment No. 2 to Napa County Agreement No. 210301B with CONTRACTOR on January 25, 2022 (the “Agreement”) for \$94,048 for additional engineering design and support services for various 2019 Storm slide repairs at Dry Creek Road MPM 9.48; and

**WHEREAS**, the parties now desire to amend the Agreement to expand the scope of services and to increase the total compensation under the Agreement by \$23,609 for additional engineering design and support services at Dry Creek Road MPM 6.2;

**TERMS**

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

1. Exhibit “A3” (AMENDMENT No. 3), attached hereto, is hereby added to and incorporated into the Agreement.
2. Exhibit “B3” (AMENDMENT No. 3), attached hereto, is hereby added to and incorporated into the Agreement.
3. 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 this Agreement as originally approved, in addition to the RFP and CONTRACTOR’s proposal, incorporated by reference herein and, on or after the first date written on AMENDMENT No. 1 of the Agreement, those services set forth in Exhibit “A1”

(AMENDMENT No. 1), and, on or after the first date written on AMENDMENT No. 2 of the Agreement, those additional services set forth in Exhibit "A2" (AMENDMENT No. 2), and, on and after the first date written on AMENDMENT No. 3 of the Agreement, those additional services set forth in Exhibit "A3" (AMENDMENT No. 3), said Exhibits being incorporated by this reference herein.

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

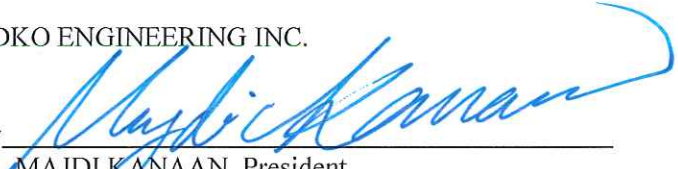
(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b) or any other provision of this Agreement, the maximum payments under this Agreement shall be FOUR HUNDRED NINETY-SEVEN THOUSAND, FIVE HUNDRED FORTY-ONE DOLLARS (\$497,541); provided, however, that such amounts shall not be construed as guaranteed 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" shall also not exceed the per task maximum amounts set forth in Exhibit "B", and the actual payments for work in Exhibit "A1" (AMENDMENT No. 1) shall not exceed the per task maximum amounts set forth in Exhibit "B1" (AMENDMENT No. 1), and the actual payments for the work in Exhibit "A2" (AMENDMENT No. 2) shall not exceed the per task maximum amounts set forth in Exhibit "B2" (AMENDMENT No. 2), and the actual payments for the work in Exhibit "A3" (AMENDMENT No. 3) shall not exceed the per task maximum amounts set forth in Exhibit "B3" (AMENDMENT No. 3), 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 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.

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

5. Except as provided in (1), (2), (3), and (4) above, all other provisions of the Agreement shall remain in full force and effect as previously approved.

**IN WITNESS WHEREOF**, COUNTY and CONTRACTOR have executed this Amendment No. 1 of Napa County Agreement No. 210301B as of the date first above written.

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 \_\_\_\_\_  
RYAN GREGORY, Chair  
Board of Supervisors

“COUNTY”

|                                                                                                                                                         |                                                                                                                                         |                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| APPROVED AS TO FORM<br>Office of County Counsel<br><br>By: <u>John L. Myers (e-sign)</u><br>Deputy County Counsel<br><br>Date: <u>February 10, 2022</u> | APPROVED BY THE NAPA COUNTY<br>BOARD OF SUPERVISORS<br><br>Date: _____<br>Processed By: _____<br><br>_____<br>Deputy Clerk of the Board | ATTEST: NEHA HOSKINS<br>Clerk of the Board of Supervisors<br><br>By: _____ |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|

## **EXHIBIT “A3”**

### **SCOPE OF WORK**

CONTRACTOR shall provide COUNTY with the following additional services for the following project:

- Dry Creek Road - MPM 6.2

Amendment No. 3 increases the Level of Effort for the following tasks:

#### **TASK 1: PROJECT MANAGEMENT AND MEETINGS**

Project Management and Meetings tasks will include project management, quality control (QC) engineering, independent quality assurance (IQA) engineering, project meetings, site visits, etc.

#### **TASK 2: DESIGN**

The ADKO Team will incorporate county’s and geotechnical recommendations and prepare the final plans, specifications, and estimates (PSE) for a longer retaining wall.

##### ***Deliverables:***

- 95% Plans, Technical Specifications, and Estimate (.dwg, .xcl, .doc and PDF as applicable)
- 100% Plans, Technical Specifications, and Estimate (.dwg, .xcl, .doc and PDF as applicable)

#### **TASK 3: CONSTRUCTION SUPPORT**

The ADKO Team will provide additional support for the longer wall during the bid/award phase and during construction phase to assist in responding to comments and inquiries, revisions to plans and specifications, which includes the following tasks:

- Design support during construction
- Structural representation during construction

**Exhibit “B3” (AMENDMENT No. 3)**  
**COMPENSATION AND EXPENSE REIMBURSEMENT**

| ITEM | PROGRAM | SITE                                | TASK 1: PROJECT MANAGEMENT<br>AND MEETINGS | TASK 2: DESIGN      | TASK 3: CONSTRUCTION<br>SUPPORT | TOTAL NOT TO EXCEED COST<br>AMENDMENT NO. 3 |
|------|---------|-------------------------------------|--------------------------------------------|---------------------|---------------------------------|---------------------------------------------|
| 1    | 22010   | Dry Creek Road - MPM 6.2, RDS 21-30 | \$ 487.22                                  | \$ 19,608.88        | \$ 3,513.05                     | \$ 23,609.15                                |
|      |         |                                     | <b>\$ 487.22</b>                           | <b>\$ 19,608.88</b> | <b>\$ 3,513.05</b>              | <b>\$ 23,609.15</b>                         |

**BILLING RATES:**

| ADKO                   | Billing Rate        | GANDA                    | Billing Rate | GANDA                    | Billing Rate        |
|------------------------|---------------------|--------------------------|--------------|--------------------------|---------------------|
| Project Manager        | \$198.48            | Principal                | \$190.33     | Archaeologist            | \$70.99             |
| Senior Engineer/QA/QC  | \$195.64            | Project Analyst          | \$75.89      | Environmental Specialist | \$64.34             |
| Design Engineer        | \$85.06             | Associate principle      | \$161.80     | GIS Specialist           | \$98.73             |
| Design Engineer        | \$85.06             | Archaeologist            | \$120.26     | Technical Writer         | \$85.99             |
| Resident Engineer      | \$98.36             | Archaeologist            | \$111.23     |                          |                     |
|                        |                     | Environmental Scientist  | \$109.94     | <b>BCA</b>               | <b>Billing Rate</b> |
| <b>Albion Surveys</b>  | <b>Billing Rate</b> | Environmental Scientist  | \$109.57     | IIQA- Engineer           | \$140.00            |
| Licensed Surveyor      | \$155.00            | Archaeologist            | \$79.13      | Inspector                | \$130.00            |
| Office Surveyor        | \$130.00            | Environmental Specialist | \$71.09      |                          |                     |
| One Person Survey Crew | \$175.00            | Archaeologist            | \$70.62      | <b>Miller Pacific</b>    | <b>Billing Rate</b> |
| Two Person Survey Crew | \$255.00            | Archaeologist            | \$82.87      | Principle                | \$284.00            |
|                        |                     |                          |              | Engineer Geologist       | \$199.53            |
|                        |                     |                          |              | Staff Engineer II        | \$94.64             |

**EXHIBIT “B3” (AMENDMENT No. 3)**

**PROJECT SCHEDULE**

|                                         |                                   |
|-----------------------------------------|-----------------------------------|
| NOTICE TO PROCEED                       | March 9, 2022                     |
| TASK 1: PROJECT MANAGEMENT AND MEETINGS | March 9, 2022 – March 25, 2022    |
| TASK 2: DESIGN                          | March 9, 2022 – March 16, 2022    |
| TASK 3: CONSTRUCTION SUPPORT            | May 15, 2022 – September 15, 2022 |