

AMENDMENT NO. 1
OF
NAPA COUNTY AGREEMENT NO. 210301B
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 of NAPA COUNTY AGREEMENT NO. 210301B is made and entered into as of this 14th day of December, 2021, 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, the parties now desire to amend the Agreement to expand the scope of services and to increase the total compensation under the Agreement by \$197,540 for additional engineering design and support services for various 2019 Storm slide repairs;

TERMS

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

1. Exhibit "A1" (AMENDMENT 1), attached hereto, is hereby added to and incorporated into the Agreement.
2. Exhibit "B1" (AMENDMENT 1), 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 and after the date first above written, those additional services set forth in Exhibit "A1" (AMENDMENT 1), attached to Amendment No. 1 of the Agreement, 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 THREE HUNDRED EIGHTY THOUSAND, THREE HUNDRED NINETY SEVEN DOLLARS (\$380,397); 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 Exhibits "B", and the actual payments for the work in Exhibit "A1" (Amendment 1) shall not exceed the per task maximum amounts set forth in Exhibit "B1" (Amendment 1) 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.]

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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 _____
AFREDO PEDROZA, Chair
Board of Supervisors

"COUNTY"

| | | |
|---|--|--|
| APPROVED AS TO FORM Office of County Counsel By: <u>John L. Myers (e-sign)</u> Deputy County Counsel Date: <u>November 29, 2021</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 "A1"

SCOPE OF WORK

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

- Dry Creek Road - MPM 6.2

Amendment No. 1 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: FIELD SURVEY AND MAPPING

Albion Surveys will provide additional project control and topographic surveys as requested by the county for the projects. The required scope are in "Exhibit A" of the agreement.

TASK 3: GEOTECHNICAL

Miller Pacific will provide additional geotechnical services as requested by the county for the project. The required scope are in "Exhibit A" of the agreement.

TASK 4: ENVIRONMENTAL

GANDA will provide additional environmental services as requested by the county. The required scope are in "Exhibit A" of the agreement.

TASK 5: DESIGN

The ADKO Team will incorporate county's and geotechnical recommendations and prepare the preliminary and final plans, specifications, and estimates (PSE) for roadway design, retaining wall, drainage improvements, grading, paving, temporary water pollution control, permanent erosion control and any permit requirement design elements.

Deliverables:

- Conformed 35%, 65%, and 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)
- Issued To Bid Plans and Specifications (.dwg, .xcl, .doc and PDF as applicable)

TASK 6: CONSTRUCTION SUPPORT

The ADKO Team will provide ongoing support 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:

- Attend Pre-bid

- Respond to Bid Inquiries
- Prepare amendments
- Prepare Issued for Construction Plans and Specifications
- Attend Pre-construction Meetings
- Design support during construction
- Structural representation during construction

Deliverables:

- Amendments
- Issued for Construction Plans and Specifications (.dwg, .xcl, .doc and PDF as applicable)
- Design support during construction (RFI review, Submittal review, plan revision, etc)
- As-built plan

Exhibit "B1" (AMENDMENT 1)
COMPENSATION AND EXPENSE REIMBURSEMENT

| ITEM | PROGRAM | SITE | TASK 1: PROJECT MANAGEMENT AND MEETINGS | TASK 2: FIELD SURVEY & MAPPING | TASK 3: GEOTECHNICAL | TASK 4: ENVIRONMENTAL | TASK 5: DESIGN | TASK 6: CONSTRUCTION SUPPORT | TOTAL NOT TO EXCEED COST AMENDMENT NO. 1 |
|------|---------|-------------------------------------|---|---|-------------------------|--------------------------|----------------|------------------------------------|--|
| 1 | 22010 | Dry Creek Road - MPM 6.2, RDS 21-30 | \$ 9,923.00 | \$ 18,350.00 | \$ 25,049.00 | \$ 51,542.00 | \$ 76,546.00 | \$ 16,130.00 | \$ 197,540.00 |
| | | | \$ 9,923.00 | \$ 18,350.00 | \$ 25,049.00 | \$ 51,542.00 | \$ 76,546.00 | \$ 16,130.00 | \$ 197,540.00 |

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 | BCA | Billing Rate |
| Albion Surveys | Billing Rate | 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 | Miller Pacific | Billing Rate |
| Two Person Survey Crew | \$255.00 | Archaeologist | \$82.87 | Principle | \$284.00 |
| | | | | Engineer Geologist | \$199.53 |
| | | | | Staff Engineer II | \$94.64 |

EXHIBIT “B1” (AMENDMENT 1)

PROJECT SCHEDULE

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| NOTICE TO PROCEED | December 8, 2021 |
| TASK 1: PROJECT MANAGEMENT AND MEETINGS | December 9, 2021 – February 24, 2022 |
| TASK 2: FIELD SURVEY AND MAPPING | December 9, 2021 – December 24, 2021 |
| TASK 3: GEOTECHINICAL | December 9, 2021- December 24, 2021 |
| TASK 4: ENVIRONMENTAL | December 9, 2021 – December 24, 2021 |
| TASK 5: DESIGN | December 9, 2021 – February 4, 2022 |
| TASK 6: CONSTRUCTION SUPPORT | February 7, 2022 – February 24, 2022 |