

AMENDMENT NO. 5
OF
NAPA COUNTY AGREEMENT NO. 170635B
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 5 OF NAPA COUNTY AGREEMENT NO. 170635B is made and entered into as of this ____ day of _____, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY” or “LOCAL AGENCY”, 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. **170635B** with CONSULTANT on November 8, 2016 (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 July 13, 2021 (“Amendment 1”) to increase the maximum compensation amounts payable to CONTRACTOR by \$371,054 from \$775,187 to \$1,146,241 to provide additional engineering and environmental services and to extend the Agreement Term by up to four (4) years from five (5) automatic one-year renewals to nine (9) automatic one-year renewals; and

WHEREAS, the parties amended the Agreement on December 14, 2021 (“Amendment 2”) to increase the maximum compensation amounts payable to CONTRACTOR by \$133,150 from \$1,146,241 to \$1,279,391 to provide additional engineering and environmental services; and

WHEREAS, the parties amended the Agreement on June 7, 2022 (“Amendment 3”) to increase the maximum compensation amounts payable to CONTRACTOR by \$229,719 from \$1,279,391 to \$1,509,110 to provide additional engineering and environmental services; and

WHEREAS, the parties amended the Agreement on February 28, 2023 (“Amendment 4”) to increase the maximum compensation amounts payable to CONTRACTOR by \$525,362 from \$1,509,110 to \$2,034,472 to provide additional engineering and environmental services; and

WHEREAS, numerous requirements relating to the project have been changed, requiring additional services, including the following: additional right-of-way acquisition services, additional hydraulic analysis, and additional irrigation design; and

WHEREAS, construction will begin in 2025, requiring design services during construction, including the following: attending meetings, submittal reviews, and record drawing preparation; and

WHEREAS, the parties now desire to amend the Agreement to increase the maximum compensation amounts payable to CONTRACTOR by \$288,531 from \$2,034,472 to \$2,323,003 to provide additional engineering, environmental and construction support 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 Exhibit "A", attached to the original agreement, in addition to the RFQ and CONTRACTOR's proposal, incorporated by reference herein. A draft schedule is attached to the original agreement as Exhibit B-2 and contractor shall submit an updated schedule at the project kick-off meeting. Contractor shall prosecute work diligently to completion in accordance with the project schedule. Contractor shall submit a progress schedule with each invoice. CONTRACTOR shall provide COUNTY those additional services set forth in Exhibit "B-3" in Amendment 1, Exhibit "B-4" in Amendment 2, Exhibit "B-5" in Amendment 3, Exhibit "B-6" in Amendment 4, and Exhibit "B-7" 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 Exhibit "B-7", attached hereto and incorporated by reference herein. 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 TWO MILLION, THREE HUNDRED AND TWENTY-THREE THOUSAND AND THREE DOLLARS (\$2,323,003); 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 Exhibit "A" shall be subject to the maximum not

to exceed fee for the task as set forth respectively in Exhibit “B” and “B-7”, 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-7”, 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 shall remain in full force and effect as previously approved and amended.

IN WITNESS WHEREOF, COUNTY and CONSULTANT have executed this Amendment No. 5 of Napa County Agreement No. 170635B as of the date first above written.

BIGGS CARDOSA & ASSOCIATES, INC

By 
99FBF84E77C9427
 MAHVASH M. HARMS, Vice President

By 
80EAF87EC909459...
 DANIEL B. DEVLIN, Secretary

“CONSULTANT”

NAPA COUNTY, a political subdivision of the State of California

By _____
 JOELLE GALLAGHER, 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</p> <p>Date: <u>September 11, 2024</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ 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-7"

COMPENSATION AND EXPENSE REIMBURSEMENT

Exhibit B-7

865 The Alameda
San Jose, CA 95128-3133
Telephone 408-296-5515
Facsimile 408-296-8114

September 10, 2024
(Revision r3)
2015261A

Mr. Graham Wadsworth, PE
Napa County Public Works
1195 Third Street, Suite 101
Napa, CA 94559

Subject: Dry Creek Road Bridge Replacement at Dry Creek, Napa County, CA
Additional Work Request No. 5

[Various Additional Final Design Services, Appraisal & Acquisition Services, Riparian, Revegetation and Monitoring Plan (RRMP) Development, and Design Support During Construction]

Dear Mr. Wadsworth:

This additional work proposal contains the additional scope items discussed and outlined below including various additional design request, such as additional coordination for Right-of-Way Appraisal and Acquisition, Confirming Creek Hydraulic Analysis with 2-D model, and Irrigation Tank Design, as well as Design Support During Construction.

The County of Napa (County) contracted with Biggs Cardosa Associates, Inc. (BCA) to provide design services for the Dry Creek Road Bridge Replacement project. The project was first awarded to BCA in 2016 and the contract agreements were signed in November 2017 which excluded Task 6 - Design Support During Construction pending completion of the Design Phase. County is anticipating the approval of construction funding from Caltrans in March 2024, and County anticipates to invite the potential bids in March 2023. The County is anticipated to award the construction project by May 2024 and anticipate to start the Construction Phase after the construction contract award in May 2024 through the duration of the construction project. The construction is anticipated to be completed in December 2025.

Within this Additional Work Request, BCA proposes to incorporate TASK 4 - DESIGN SUPPORT DURING CONSTRUCTION into the contract for Dry Creek Road Bridge Replacement at Dry Creek, as anticipated would be required per the originally executed agreement.

Our team to perform these additional tasks is comprised of Biggs Cardosa Associates as the prime consultant and specialized support consultant firms:

- Biggs Cardosa Associates (BCA) → Project Management, Structural Engineering
- BKF Engineers (BKF) → Roadway and Traffic Engineering, Utility Coordination
- Merrill Morris Partners (MMP) → Landscaping
- Avila and Associates (AVILA) → Hydrology, Hydraulics, and Water Quality
- Associated Right of Way Services (ARWS) → Right-of-Way Appraisal and Acquisition
- Parikh Consultants (PARIKH) → Geotechnical Engineering

SCOPE OF SERVICES

Additional Work Item 1 - Additional Appraisal and Acquisition Services

Because of the complexity of the right-of-way, title reports, and required easements, public opposition and resulting negotiations, unanticipated increased level of effort and coordination with the property owners and the County is required during the right of way and acquisition phase involving the following described activities:

- Participation in multiple project meetings to discuss property rights needed, eligible reimbursement items, Caltrans procedures, and steps in the right of way and condemnation process. Conduct research and review of RON documents for condemnation process.
- Review and provide feedback on pre-acquisition comments submitted by property owners including extensive negotiation efforts for the Marusich parcel which involved multiple counteroffer responses, involving additional market research by appraiser, and review and input by senior level staff.
- Extensive negotiation efforts for the title research and document signing coordination efforts for the Herlihy parcel. The Herlihy parcel required additional title research, title company coordination, and document signing coordination efforts, and extended negotiations with the Herlihy Trustees.
- As part of the Right of Way Certification review process, Caltrans has required that the County include a start and end date for the Temporary Construction Easement (TCE) in the Grant of TCE Deeds for the Baker and Marusich parcels. Since the Baker Grant of TCE has already recorded a Correction Deed will be needed. AR/WS will prepare and coordinate the signing and notary for the Baker signatures. The Marusich Grant of TCE duration has not yet been recorded, therefore, AR/WS will update the Grant of TCE and submit to escrow for execution by the property owners as part of the escrow process.
- In the event the TCE's for both Baker and Marusich needs to be extended beyond the initial 18-month duration, waiver valuations and contract amendments will be prepared to establish the fair market value of the TCE's at the time of the extension as an OPTIONAL Task.

[Additional Services to incorporate Additional Work Item 1 - Additional Appraisal and Acquisition Services involves the following subtask breakdown](#)

[2.2.8 Right-of-Way Appraisal and Acquisition](#)

[2.2.8a TCE Extension for Baker and Marusich Parcels \(OPTIONAL\)](#)

Additional Work Item 2 – Riparian, Revegetation and Monitoring Plan (RRMP) Development

PROJECT MANAGEMENT AND COORDINATION - The design team will need to facilitate and perform multiple focused design coordination meetings to coordinate the interdisciplinary interactions required to coordinate the additional topography and tree survey information to identify the tree removal and replacement requirements to develop the Riparian, Revegetation and Monitoring Plan (RRMP) for both on-site and off-site mitigation and incorporate into the Final Plans Specifications and Estimate.

[Additional Services to incorporate Additional Work Item 2 – Riparian, Revegetation and Monitoring Plan \(RRMP\) Development; Project Management and Coordination involves the following subtask breakdown](#)

Dry Creek Road Bridge Replacement at Dry Creek, Napa County, CA
Additional Service Request No. 5

[Various Additional Final Design Services, Appraisal & Acquisition Services, Riparian,
Revegetation and Monitoring Plan (RRMP) Development, and Design Support During Construction]
September 10, 2024 (Revision r3)
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2.1.1 Project Administration/Budget/Cost Accounting

2.1.2 Meetings/Agency Coordination

CONFIRMING CREEK HYDRAULIC ANALYSIS WITH 2-D MODEL - Avila submitted Final Hydraulic Reports in March 2022. The Hydraulic Report and the bank protection recommendations are based on the 1-D HEC-RAS analysis. In December 2020, the U.S. Army Corps of Engineers Hydraulic Engineering Center released HEC-RAS 6.0 which allows for the inclusion of bridges like Dry Creek into 2D models to allow for full 2D modeling. Per County's request, Avila and Associates will create a 2D HEC-RAS model of the existing reach (including the existing Dry Creek bridge) as well as proposed conditions to determine the changes to the magnitude and direction of the velocity between existing and proposed conditions. Additionally, Avila and Associates will use the updated survey information provided by BKF to enhance the 2D model. Avila and Associates will use the results of the HEC-RAS 2D model to provide recommendations for bank protection options.

Additional Services to incorporate Additional Work Item 2 – Riparian, Revegetation and Monitoring Plan (RRMP) Development; Confirming Creek Hydraulic Analysis with 2-D Model include following subtask breakdown

2.1.1 Project Administration/Budget/Cost Accounting

2.2.2 Final Hydraulic Design and Report

TREE PROTECTION PS&E - The project requires removal of trees within California Department of Fish and Wildlife (CDFW) jurisdiction. 1602 Streambed Alteration Agreement with CDFW require existing trees within the project site to remain and be protected in place during construction. Because the original landscape PS&E design scope only included tree replacement and monitoring plans and does not include tree protection of existing trees, MMP will develop the landscape PS&E required for tree protection with this scope of services.

Additional Services to incorporate Additional Work Item 2 – Riparian, Revegetation and Monitoring Plan (RRMP) Development; Tree Protection PS&E include following subtask breakdown

2.3.2 Check Design Submittal (95% PS&E)

2.3.3 Final Design Submittal (100% PS&E)

IRRIGATION TANK DESIGN - The project requires removal of trees within California Department of Fish and Wildlife (CDFW) jurisdiction. 1602 Streambed Alteration Agreement with CDFW require removed trees to be replaced with their jurisdiction at the project site. The newly planted trees are required to be irrigated for three years. For irrigation, the County proposes to relocate existing tank to the site, use the existing well and pump head at property which the County acquired from Shefer family and repurpose for irrigation storage. We will identify the location of the tank, the pipe size, and appropriate connection details to fill up the tank and incorporate into the final construction documents (PS&E).

The scope assumes additional irrigation tank details to show propose location of tank and piping between well pump and tank will be added to the site plan or utility plan provided with the 100% submitted drawing, requires one construction detail to show proposed piping/fittings as needed, and uses off-the-shelf material for design. The scope also assumes no more than one round of comments will need to be address. It is not in this scope to perform site visits, determine water rights, submit the application to obtain water rights, power requirements, design of electrical components, I/C design, pump replacement design, testing, and bid/construction support.

[Additional Services to incorporate Additional Work Item 2 – Riparian, Revegetation and Monitoring Plan \(RRMP\) Development; Irrigation Tank Design include following subtask breakdown](#)

[2.3.3 Final Design Submittal \(100% PS&E\)](#)

Additional Work Item 3 – Additional Services During Bidding

The current budget for Bidding Support is based on 2015 rates with an expectation of having to address minimal number of RFIs with only a total of 14 hours attributed between BCA and BKF. To account for escalation over the past 8 years, we request to update the Additional Services During Bidding task budget to use current 2023 rates and incorporate additional hours anticipated required to perform the subtasks items including address up to a maximum of \$20,680 (15 RFIs at an assumed rate of \$1,378+/- per RFI) during bidding.

Task 2.5 – RE File and CM Coordination

The CONSULTANT will develop and coordinate the RE file which includes special design coordination requirements during construction for the Construction Management team. Support the County and CM team with design related insight and information to facilitate the construction kick-off and management up to the approved task budget.

[Additional Services to incorporate Additional Work Item 3 - Additional Services During Bidding involves the following subtask breakdown](#)

[2.5.1 Respond to Questions – Issue Addenda](#)

[2.5.2 Attend Pre-bid and Bid Opening](#)

[2.5.3 Review Bids](#)

Additional Work Item 4 - Design Support During Construction

The specific tasks and effort proposed by our team for Additional Work Item 4 - DESIGN SUPPORT DURING CONSTRUCTION is outlined and described in further detail below.

TASK 2.6 - DESIGN SUPPORT DURING CONSTRUCTION

Task 2.6.1 Project Management and Administration

The CONSULTANT will continue to perform activities necessary to plan, direct, and coordinate the work of the project team and provide progress reporting for TASK 2.6 - DESIGN SUPPORT DURING CONSTRUCTION as noted in Task 1 – Part 1 PROJECT MANAGEMENT of the original contract agreement including the following tasks:

- Project Administration: Supervise, coordinate, and monitor design for conformance with Caltrans standards and policies. Prepare monthly progress reports and invoices. Employ and monitor subconsultants. Close and archive the project records at the end of the project.
- Budgeting: Consultant shall prepare budgets for each task and milestone for the project; budgets shall be monitored and shall be used as a basis for cost monitoring and control.
- Cost Accounting: Consultant shall prepare monthly reports of expenditures for the project by task and milestone. Expenditure reports shall serve as the basis for the Consultant's monthly invoices.

Task 2.6.2 – Construction Meetings

The CONSULTANT will facilitate and/or participate in construction coordination meetings including:

- Participate in biweekly (teleconference) construction meetings over 19-month construction phase duration. Ten (10) biweekly construction meetings are assumed. Additional construction meetings, if required, will be included as additional services.
- Participate in Construction Site Visits during construction for project sites. Four (4) construction site visits are assumed. One (1) site visit and punch-list walk at Substantial Completion and one (1) site visit and punch list back check and final completion inspection at Dry Creek Bridge (on-site). Additional site visits, if required, will be included as additional services.

Task 2.6.3 – Construction Submittal Review

The CONSULTANT will review shop drawings and material submittals. Based on the project scope, the number of shop drawings and material submittals is anticipated to require a maximum of sixteen (16) submittals varying in complexity at an average effort and cost of \$2,400 per submittal. One resubmittal of each submittal is included in the scope of work for this task. Additional shop drawings and material submittal reviews will be included as additional services. Approval will be required for invoicing beyond the Task Budget of \$37,973.

Task 2.6.4 – Request for Information (RFIs)

The CONSULTANT will respond to Contractor's Requests for Information (RFIs) and clarify construction documents. Based on the project scope and complexity of the project, the number of RFIs is anticipated to require a maximum of fifteen (15) submittals varying in complexity at an average effort and cost of \$2,200 per RFI. Additional RFIs will be included as additional services. Approval will be required for invoicing beyond the Task Budget of \$33,285.

Task 2.6.5 – Construction Change Orders (CCOs)

The CONSULTANT will assist in preparing a maximum of eight (8) Construction Change Orders (CCOs) varying in complexity due to unforeseen conditions or contractor’s means and methods (i.e. not resulting from errors or omissions from the design contract documents) at an average effort and cost of \$3,100 per CCO. CCOs resulting from errors or omissions from the design contract documents will be coordinated at the designer’s cost. Additional CCOs will be included as additional services. Approval will be required for invoicing beyond the Task Budget of \$25,665.

Task 2.6.6 – Record Drawings

The CONSULTANT will prepare Record Drawings to reflect on-site changes the Contractor and/or Construction Management (CM) team notes in the as-built drawings as well as to capture any changes from RFIs and CCOs. Record drawings will be in CAD format and will be submitted at project closeout. County CM will provide redline plan markups of field directive changes to BCA for creating the Record Drawings.

Task 2.6.7 – On Site Construction Geotechnical Observations

The CONSULTANT will perform on-site geotechnical monitoring of at least one drilled hole at each of the bridge pile supports (Abutment 1 and Abutment 2) to confirm the CIDH pile soil material design assumptions used for the vertical load pile capacity. Geotechnical observations and conclusions will be documented in a Construction Observation Report for the construction record files.

Additional Services to incorporate Additional Work Item 4 – Design Support During Construction involves the following subtask breakdown

- 2.6.1 Project Management and Administration
- 2.6.2 Construction Meetings
- 2.6.3 Construction Submittal Review
- 2.6.4 Request for Information (RFIs)
- 2.6.5 Construction Change Orders (CCOs)
- 2.6.6 Record Drawings
- 2.6.7 On Site Construction Geotechnical Observations

Proposed Additional Budget

The role of BCA is the prime and structures consultant, the role of BKF is the civil subconsultant, the role of MMP is the landscape subconsultant, the role of AVILA is the Hydraulic subconsultant, the role of ARWS is the right-of-way subconsultant, and the role of PARIKH is the Geotechnical subconsultant. We estimate that the additional budget required to perform the extra work associated with the Contract Amendment for Additional Work Request (ASR) No. 5 [Various Additional Final Design Services, Appraisal & Acquisition Services, Riparian, Revegetation and Monitoring Plan (RRMP) Development, and Design Support During Construction] to be summarized and broken down as follows:

- **Dry Creek Road Bridge (Replace) – Amendment No. 5**



Dry Creek Road Bridge Replacement at Dry Creek, Napa County, CA
 Additional Service Request No. 5

[Various Additional Final Design Services, Appraisal & Acquisition Services, Riparian, Revegetation and Monitoring Plan (RRMP) Development, and Design Support During Construction]
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	Base Fee
○ BCA (See Attachment 1 for task/hourly breakdown)	\$143,901.00
○ BKF (See Attachment 2)	\$ 66,159.00
○ MMP (See Attachment 3)	\$ 24,187.00
○ Avila (See Attachment 4)	\$ 15,934.00
○ ARWS (See Attachment 5)	\$ 23,000.00
○ <u>PARIKH (See Attachment 6)</u>	<u>\$ 15,350.00</u>
Subtotals	\$288,531.00

Total Additional Proposed Budget = \$288,531.00

If approved, the additional budget of **\$288,531.00** for Dry Creek Road Bridge Amendment No. 5 will be added to the current Contract Agreement budget as follows.

	Base Fee
➤ Contract Agreement budget (November 8, 2017)	\$775,187.00
➤ Dry Creek Road Bridge Amendment No. 1	\$371,054.00
➤ Dry Creek Road Road Bridge Amendment No. 2	\$133,150.00
➤ Dry Creek Road Road Bridge Amendment No. 3	\$229,719.00
➤ Dry Creek Road Road Bridge Amendment No. 4	\$525,362.00
➤ <u>Dry Creek Road Road Bridge Amendment No. 5</u>	<u>\$288,531.00</u>
Subtotals	\$2,323,003.00

Dry Creek Road Bridge (Replace) – Total Contract Budget = \$2,323,003.00

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_ Additional Service Request No. 5 Fee Breakdown dated 09/10/2024
- Attachment 2 – BKF_ Additional Service Proposal revision dated 01/18/24 for ASR No. 5
- Attachment 3 – MMP_ Additional Services Proposals dated 12/19/23 & 01/05/24 for ASR No. 5
- Attachment 4 – AVILA_ Additional Services Proposal dated 12/12/23 for ASR No. 5
- Attachment 5 – ARWS_ Additional Services Proposal dated 01/09/24 for ASR No. 5
- Attachment 6 – PARIKH Additional Service Proposal dated 01/31/24 for ASR No. 5

Sincerely,

BIGGS CARDOSA
 ASSOCIATES, INC.



Ron Oen, PE, QSD
 Principal



December 21, 2023
Revised January 16, 2024
Revised January 18, 2024
BKF No. C20141065-10



Ron Oen, P.E., QSD
Biggs Cardosa Associates, Inc.
865 The Alameda
San Jose, CA 95126-3133
Transmitted Via Email

**Subject: Additional Service Request No. 5
Dry Creek Bridge (Br. No. 21C0056 Bridge Replacement Project, RDS 15-22)**

Dear Ron:

Per our conversation, we have prepared this additional service request that addresses work outside the limits of our current contractual scope of work. Below I have identified each item with the approximate level of effort needed to address the additional tasks.

I. ADDITIONAL SCOPE OF SERVICES

PHASE 2: ENGINEERING DESIGN (PLANS, SPECIFICATIONS, AND ESTIMATES [PS&E], R/W SERVICES & CONSTRUCTION BID SUPPORT

Due to the additional design efforts with the revision of the of retaining walls, guardrail system, revisions to the drainage system, and coordination with GPA for the tree removal exhibit, we are requesting to increase the project management budget.

We are requesting to increase our budget due to the additional coordination efforts in discussing the trees GPA and the County surveyed with GPS. We were tasked to try to manipulate the data from GPA and the County to be merged into the topographic survey. This includes the time and effort our surveyor took to display to the team that merging these files into the topographic survey was not feasible. Additional meetings with the County, BCA and GPA also took place. Our request to increase this budget is for the efforts aforementioned.

TASK 2.3.3: FINAL DESIGN SUBMITTAL (100% PS&E)

It is our understanding that the County would like to use the existing well and pump head for irrigating the proposed landscape, as part of the Project. It is also our understanding the County wants to relocate existing tank to the site and repurpose for irrigation storage. As part of this task, BKF will review existing pump/well capacity using record information provided to us by BCA. We will also review irrigation demand provided by BCA to size tank storage and controls. We will use site plan or utility plan provided with the 100% submitted drawing to show propose location of tank and piping between well pump and tank. We will prepare one construction detail to show proposed piping/fittings as needed. We proposed to use off-the-shelf material for design. The scope assumes addressing one round of comments. It is not in this scope to perform site visits, determine water rights, submit the application to obtain water rights, power requirements, design of electrical components, I/C design, pump replacement design, testing, and bid/construction support.

TASK 2.5: SERVICES DURING BIDDING

The current budget for Bidding Support is based on 2022 rates, and are minimal. Several pre-bid questions have been sent to BKF for review and to provide responses. We request to increase the budget to update to 2023 rates and increase the number of hours budgeted to support the project during bidding.

TASK 6: DESIGN SUPPORT DURING CONSTRUCTION

Our current budget does not include construction support. We request to include construction support budget to provide the County and the design team support during construction for the following services:

- Addressing Contract Change Orders
- Respond to Requests for Information
- Prepare and Provide Project Record Drawings

II. COMPENSATION

BKF proposes to provide the services on a basis established in our original contract. We will invoice for our services per task summarized as follows:

Task	Description	Fee
2.3.3	Final Design Submittal (100% PS&E) (Well and water pump)	\$23,411
2.5	Services During Bidding	\$10,354
6	Design Support During Construction	\$32,394
Total Labor Fee		\$66,159


Please contact me at 949-526-8478 if you have any questions regarding the additional scope items or if we need to meet to review them.

Respectfully,

BKF Engineers



Sheila Amparo, PE, QSD
Senior Project Manager/Associate Principal

Additional Service Request No.5 DRY CREEK ROAD BRIDGE (REPLACE) Engineering and Design Services Estimate of Labor Effort 		BKF								Total Hours	Total Fee		
		Civil, Roadway, Utilities, Survey, Traffic, and Right-of-Way Engineering											
Task Description		19-Jan-24	PC	Sr Project Manager	Senior Project Engineer / Surveyor	Project Engineer / Surveyor	Design Engineer / Staff Surveyor	Technical / Survey Manager	Surveying Crew (2-Man Crew)	Project Coordinator	#	\$	
Staff Rate (Fully Loaded)		\$349	\$292	\$207	\$156	\$128	\$242	\$382	\$135				
PHASE 1: PRELIMINARY DESIGN, ENVIRONMENTAL DOCUMENTS AND TECHNICAL STUDIES	Task 1.1 Project Management												
	1.1.1 Project Administration/ Budgeting/ Cost Accounting										0	\$0	
	1.1.2 Meetings/Agency Coordination										0	\$0	
	1.1.3 Project Schedule										0	\$0	
	1.1.4 Local Program Compliance										0	\$0	
	1.1.5 QA/QC										0	\$0	
	Subtotal	0	0	0	0	0	0	0	0	0	0	\$0	
	Task 1.2 Planning and Project Development												
	1.2.1 Purpose and Need											0	\$0
	1.2.2 Research and Data Gathering											0	\$0
	1.2.3 Surveying											0	\$0
	1.2.4 Aerial Topography (OPTIONAL) - See Reimb. Expenses											0	\$0
	1.2.5 R/W Mapping											0	\$0
	1.2.6 Utilities											0	\$0
	1.2.7 Base Mapping											0	\$0
Subtotal	0	0	0	0	0	0	0	0	0	0	\$0		
Task 1.3 Preliminary Design Engineering / Concept Plans													
1.3.1 Roadway Approval Drawings											0	\$0	
1.3.2 Water Quality, Hydrology and Channel Hydraulics											0	\$0	
1.3.3 Geotechnical Studies and Preliminary Report											0	\$0	
1.3.4 Traffic Memorandum (Design Criteria & Geometric Memorandum)											0	\$0	
1.3.5 35% Bridge Type Selection Project Memorandum											0	\$0	
Subtotal	0	0	0	0	0	0	0	0	0	0	\$0		
Task 1.4 CEQA/NEPA Environmental Approvals and Tech Studies													
1.4.1 Project Environmental Initiation & Agency Coordination											0	\$0	
1.4.2 Biological Resources, Natural Environmental Study (Minimal Impacts) with Jurisdictional Delineation Forms											0	\$0	
1.4.3 Cultural Resources, APE, HPSR, ASR - see reimb. Expenses (OPTIONAL)											0	\$0	
1.4.4 Hazardous Materials Technical Memorandum											0	\$0	
1.4.5 Water Quality Assessment Report Memorandum											0	\$0	
1.4.6 Traffic Technical Memorandum with Noise Analysis (Construction)											0	\$0	
1.4.7 Full Natural Environmental Study with Noise Study Report (OPTIONAL)											0	\$0	
1.4.8 Land Use and Community Impacts Memorandum Visual Resources, Minor Visual Impact Assessment											0	\$0	
1.4.9 IS/EA Administrative, Draft and Final Reports											0	\$0	
1.4.10 Endangered Species Act Consultation (OPTIONAL)											0	\$0	
Subtotal	0	0	0	0	0	0	0	0	0	0	\$0		
PHASE 2 (REPLACE OPTION): ENGINEERING DESIGN (PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)), RW SERVICES & CONSTRUCTION BID SUPPORT	Task 2.1 Project Management												
	2.1.1 Project Administration/ Budgeting/ Cost Accounting										0	\$0	
	2.1.2 Meetings/Agency Coordination										0	\$0	
	2.1.3 Project Schedule										0	\$0	
	2.1.4 Local Program Compliance										0	\$0	
	2.1.5 QA/QC										0	\$0	
	Subtotal	0	0	0	0	0	0	0	0	0	0	\$0	
	Task 2.2 Final Design Reports and Studies												
	2.2.1 Final Foundation Report											0	\$0
	2.2.2 Final Hydraulic Design and Report											0	\$0
	2.2.3 Preliminary Stormwater Management Plan											0	\$0
	2.2.4 Final Storm Water Management Report											0	\$0
	2.2.5 Preliminary Stormwater Pollution Prevention Plan_Draft SWPPP											0	\$0
	2.2.6 Utility Relocation											0	\$0
	2.2.7 Right-of-Way Engineering											0	\$0
	2.2.8 Right-of-Way Appraisal and Acquisition											0	\$0
	Subtotal	0	0	0	0	0	0	0	0	0	0	\$0	
	Task 2.3 Final Plans, Specifications & Estimate												
	2.3.1 Unchecked Design Submittal (65% PS&E) (Root Wad Construction Detail sheet)											0	\$0
	2.3.2 Checked Design Submittal (95% PS&E) (Regrading, Redesign of Bioretention Basin)											0	\$0
	2.3.3 Final Design Submittal (100% PS&E) (Tree location coordination with BCA, GPA, County. CADD file manipulation tree location from County & GPA)		16	30	20							66	\$14,014
	2.3.3 Final Design Submittal (100% PS&E) (Well and water pump)		8	16	24							48	\$9,397
	Subtotal	0	24	46	44	0	0	0	0	0	114	\$23,411	
	Task 2.4 Environmental Permitting												
	2.4.1 Agency Coordination and Prepare Permit Applications											0	\$0
Subtotal	0	0	0	0	0	0	0	0	0	0	\$0		
Task 2.5 Services During Bidding													
2.5.1 Respond to Questions - Issue Addenda		12	24	12							48	\$10,354	
2.5.2 Attend Pre-bid and Bid Opening											0	\$0	
2.5.3 Review Bids											0	\$0	
2.5.4 Attend Pre-Construction Meeting											0	\$0	
Subtotal	0	12	24	12	0	0	0	0	0	48	\$10,354		
Task 6 Design Support During Construction													
Construction Support Services		36	48	60	20						164	\$32,394	
Subtotal	0	36	48	60	20	0	0	0	0	164	\$32,394		
Project Total Labor	0	36	70	56	0	0	0	0	0	162	\$66,159		
Total Hours Per Consultant										162			



Professional Services Authorization

To:	Ron Oen, PE, QSD Biggs Cardosa Associates, Inc.	Date:	12/19/2023
		Project:	Dry Creek Road Bridge Replacement 21006
Contract:	Dry Creek Road Bridge Replacement at Dry Creek, Napa County 2015261A		
Contract Date:	August 6, 2021	Authorization Number:	PSA for ASR No. 5

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

Description of Additional Services Requested

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

Design Support During Construction

Additional Work Item 2: Riparian Revegetation & Monitoring Plan (RRMP) Development

2.1.1 Project Management & Coordination

Planting Exhibit for RRMP

Meetings & Coordination: Online meetings and other team coordination.

Additional Work Item 3: Design Support During Construction

2.6.1 Project Management & Coordination

Meetings & Coordination

Online meetings and other team coordination. *Max 12 hours.*

2.6.2 Site Visits

MMP will attend two (2) Construction Site Visits during construction.

- One (1) Site visit and punch walk at Substantial Completion
- One (1) Site visit and punch list back check and final completion inspection

Further site visits, if requested, will be additional services per the hourly rates listed herein.

Reimbursable Expenses: Reimbursable expenses incurred by MMP in connection with the Work shall be billed at cost. This includes automobile travel expenses at the current federal mileage rate for visits to and from the site.



2.6.4 Construction Submittal Review

MMP will review shop drawings and material submittals. One (1) re-submittal will be accepted. Any further resubmittals will be reviewed as additional services.

2.6.5 Request for Information (RFIs)

MMP will respond to Contractor’s Requests for Information (RFIs) and clarify construction. Based on the project scope and complexity, the hours anticipated to respond is a maximum of 12 hours. Additional RFIs will be included as additional services.

2.6.6 Construction Change Orders (CCOs)

MMP does not anticipate Construction Change Orders to the landscape architecture scope of work. If CCOs are required, they will be included as additional services.

2.6.7 Record Drawings

MMP will prepare Record Drawings to reflect on-site changes the Contractor and/or Construction Management (CM) team notes in the as-build drawings as well as to capture any changes from RFIs. Record drawings will be in CAD format and will be submitted at project closeout. County CM will provide redline plan markups of field directive changes to MMP for creating the Record Drawings.

Fee

2.1.1	RRMP Project Management & Coordination	\$5,747.00
2.6.1	Construction Support Project Management & Coordination	\$2,066.00
2.6.2	Construction Meetings	\$5,059.00
2.6.4	Construction Submittal Review	\$1,841.00
2.6.5	Requests for information	\$1,953.00
2.6.7	Record Drawings	\$2,072.00
	Reimbursables	\$150.00
	Total	\$18,888.00

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

 12/19/2023
Cathy Merrill, President Date

Name, Title Date

Additional Service Request No. 5		MMP					Total Hours	Total Fee
		Landscaping						
DRY CREEK ROAD BRIDGE OVER DRY CREEK		Senior LA III (UP)	Senior LA III (VC)	LA II	LD III			
Engineering and Design Services								
Estimate of Labor Effort								
19-Jan-24								
Task Description	Staff Rate (Fully Loaded)	\$179	\$172	\$144	\$120	#	\$	
Task 1.1 Project Management								
1.1.1 Project Administration/ Budgeting/ Cost Accounting						0	\$0	
1.1.2 Meetings/Agency Coordination						0	\$0	
1.1.3 Project Schedule						0	\$0	
1.1.4 Local Program Compliance / Project Funding Assistance						0	\$0	
1.1.5 QA/QC						0	\$0	
Subtotal		0	0	0	0	0	\$0	
Task 1.2 Planning and Project Development								
1.2.1 Purpose and Need						0	\$0	
1.2.2 Research and Data Gathering						0	\$0	
1.2.3 Surveying						0	\$0	
1.2.4 Aerial Topography (OPTIONAL) - See Reimb. Expenses						0	\$0	
1.2.5 RW Mapping						0	\$0	
1.2.6 Utilities Search						0	\$0	
1.2.7 Base Mapping						0	\$0	
Subtotal		0	0	0	0	0	\$0	
Task 1.3 Preliminary Design Engineering / Concept Plans								
1.3.1 Roadway Approval Drawings						0	\$0	
1.3.2 Water Quality, Hydrology and Channel Hydraulics						0	\$0	
1.3.3 Geotechnical Studies and Preliminary Report						0	\$0	
1.3.4 Traffic Memorandum						0	\$0	
1.3.5 35% Bridge Type Selection Project Memorandum						0	\$0	
Subtotal		0	0	0	0	0	\$0	
Task 1.4 CEQA/NEPA Environmental Approvals and Tech Studies								
1.4.1 Project Environmental Initiation & Agency Coordination						0	\$0	
1.4.2 Biological Resources, Natural Environmental Study - Minimal Impacts, including Jurisdictional Delineation Forms						0	\$0	
1.4.3 Cultural Resources, APE, HPSR, ASR - see reimb. Expenses (OPTIONAL)						0	\$0	
1.4.4 Hazardous Materials Technical Memorandum						0	\$0	
1.4.5 Water Quality Assessment Report Memorandum						0	\$0	
1.4.6 Traffic Technical Memorandum (Construction)						0	\$0	
1.4.7 Biological Resources, Natural Environmental Study (OPTIONAL)						0	\$0	
1.4.8 Land Use and Community Impacts Memorandum						0	\$0	
1.4.9 IS/EIA Administrative, Draft and Final Reports						0	\$0	
1.4.10 Endangered Species Act Consultation (OPTIONAL)						0	\$0	
Subtotal		0	0	0	0	0	\$0	
Task 2.1 Project Management								
2.1.1 Project Administration/ Budgeting/ Cost Accounting			20	16		36	\$5,747	
2.1.2 Meetings/Agency Coordination						0	\$0	
2.1.3 Project Schedule						0	\$0	
2.1.4 Local Program Compliance						0	\$0	
2.1.5 QA/QC						0	\$0	
Subtotal		0	20	16	0	36	\$5,747	
Task 2.2 Final Design Reports and Studies								
2.2.1 Final Foundation Report						0	\$0	
2.2.2 Final Hydraulic Design and Report						0	\$0	
2.2.3 Preliminary Stormwater Management Plan						0	\$0	
2.2.4 Final Storm Water Management Report						0	\$0	
2.2.5 Preliminary Stormwater Pollution Prevention Plan - Draft SWPPP						0	\$0	
2.2.6 Utility Relocation						0	\$0	
2.2.6a Utility Relocation - AT&T PS&E Integration						0	\$0	
2.2.7 Right-of-Way Engineering						0	\$0	
2.2.8 Right-of-Way Appraisal and Acquisition						0	\$0	
Subtotal		0	0	0	0	0	\$0	
Task 2.3 Final Plans, Specifications & Estimate								
2.3.1 Unchecked Design Submittal (65% PS&E)						0	\$0	
2.3.2 Checked Design Submittal (95% PS&E)						0	\$0	
2.3.3 Final Design Submittal (100% PS&E)						0	\$0	
2.3.3a Final Design Submittal (100% PS&E) - AT&T Utility Relocation						0	\$0	
2.3.3b Final Design Submittal (100% PS&E) - Irrigation Tank Design						0	\$0	
2.3.4 Final Storm Water Pollution Prevention Plan (SWPPP)						0	\$0	
Subtotal		0	0	0	0	0	\$0	
Task 2.4 Environmental Permitting								
2.4.1 Agency Coordination and Prepare Permit Applications						0	\$0	
2.4.2 NSO Habitat Assessment (Desktop and Field Survey)						0	\$0	
2.4.3 NSO Protocol-Level Surveys (Yr 1)						0	\$0	
2.4.4 NSO ITP and Mitigation Support						0	\$0	
2.4.5 NSO Protocol-Level Surveys (Yr 2) (OPTIONAL)						0	\$0	
2.4.6 NSO Protocol-Level Surveys (Yr 3) (OPTIONAL)						0	\$0	
Subtotal		0	0	0	0	0	\$0	
Task 2.5 Services During Bidding (OPTIONAL)								
2.5.1 Respond to Questions - Issue Addenda						0	\$0	
2.5.2 Attend Pre-bid and Bid Opening						0	\$0	
2.5.3 Review Bids						0	\$0	
2.5.4 Attend Pre-Construction Meeting						0	\$0	
Subtotal		0	0	0	0	0	\$0	
Task 2.6 Design Support During Construction								
2.6.1 Project Management and Administration During Construction			12			12	\$2,066	
2.6.2 Construction Meetings			16	16		32	\$5,059	
2.6.3 RF File and CM Coordination						0	\$0	
2.6.4 Construction Submittal Review			4	8		12	\$1,841	
2.6.5 Request for Information (RFIs)			8	4		12	\$1,953	
2.6.6 Construction Change Orders (CCOs)						0	\$0	
2.6.7 Record Drawings			2	12		14	\$2,072	
Subtotal		0	42	40	0	82	\$12,991	
Project Total Labor		0	20	16	0	36	\$18,738	
Total Hours Per Consultant			36			36		

Additional Service Request No. 5		MMP					Total Hours	Total Fee
		Landscaping						
DRY CREEK ROAD BRIDGE OVER DRY CREEK		Principal	Senior Landscape Architect II	Landscape Architect III	Landscape Designer III			
Engineering and Design Services								
Estimate of Labor Effort								
19-Jan-24								
Plotting, Printing, Postage, and Travel						\$150	\$150	
Appraisal Review Services (2 additional @ \$2,400 ea.)							\$0	
Title Reports (previously obtained, not part of original scope of work)							\$0	
Asbestos Survey							\$0	
Project Total Reimbursable Expenses						\$150	\$150	
Task 1.1: Project Management						\$0	\$0	
Task 1.2: Planning and Project Development						\$0	\$0	
Task 1.3: Preliminary Design Engineering / Concept Plans						\$0	\$0	
Task 1.4: CEQA/NEPA Environmental Approvals						\$0	\$0	
Total Project Fee Per Consultant						\$75	\$75	
DBE PARTICIPATION PERCENTAGES								
Task 2.1: Project Management						\$5,747	\$5,747	
Task 2.2: Final Design Reports and Studies						\$0	\$0	
Task 2.3: Final Plans, Specifications & Estimates						\$0	\$0	
Task 2.4: Environmental Permitting						\$0	\$0	
Task 2.5: Services During Bidding (OPTIONAL)						\$0	\$0	
Task 2.6: Design Support During Construction						\$12,991	\$12,991	
Total Project Fee Per Consultant						\$18,813	\$18,813	
ASR No. 5 - TOTAL FEE						\$18,888	\$18,888	



Professional Services Authorization

To:	Ron Oen, PE, QSD Biggs Cardosa Associates, Inc.	Date:	1/5/2023
		Project:	Dry Creek Road Bridge Replacement 21006
Contract:	Dry Creek Road Bridge Replacement at Dry Creek, Napa County 2015261A		
Contract Date:	August 6, 2021	Authorization Number:	PSA for Tree Protection PS&E

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

Description of Additional Services Requested

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

Tree Protection Plans, Specs and Estimate

Tree Protection Plans, Specs, and Estimate

2.3.2 Checked Design Submittal (95%)

Tree Protection Plans showing trees to be protected.

Tree Protection Details showing fence installation at the Critical Root Zone for groups of trees and individual trees.

Tree Protection Specifications will be provided in the form of sheet notes, describing materials and how to care for existing trees.

Tree Protection will be added to the estimate of probable construction costs.

Meetings & Coordination: Online meetings and other team coordination, not to exceed 4 hours.

2.3.3 Final Design Submittal (100%)

The Tree Protection Plans, Specifications, and Estimate will be updated based on County comments.

Meetings & Coordination: Online meetings and other team coordination, not to exceed 2 hours.

One set of responses to comments will be provided if requested.



Fee

2.3.2	Checked Design Submittal (95%)	\$3,437.00
2.3.3	Final Design Submittal (100%)	\$1,862.00
	Total	\$5,299.00

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

Cathy Merrill 1/5/2024
 Cathy Merrill, President Date

 Name, Title Date

Additional Service Request: Tree Protection		MMP				Total Hours	Total Fee
		Landscaping					
DRY CREEK ROAD BRIDGE OVER DRY CREEK							
Engineering and Design Services							
Estimate of Labor Effort							
19-Jan-24							
Task Description	Staff Rate (Fully Loaded)	\$179	\$172	\$144	\$120	#	\$
Task 1.1 Project Management							
1.1.1 Project Administration/ Budgeting/ Cost Accounting						0	\$0
1.1.2 Meetings/Agency Coordination						0	\$0
1.1.3 Project Schedule						0	\$0
1.1.4 Local Program Compliance / Project Funding Assistance						0	\$0
1.1.5 QA/QC						0	\$0
Subtotal		0	0	0	0	0	\$0
Task 1.2 Planning and Project Development							
1.2.1 Purpose and Need						0	\$0
1.2.2 Research and Data Gathering						0	\$0
1.2.3 Surveying						0	\$0
1.2.4 Aerial Topography (OPTIONAL) - See Reimb. Expenses						0	\$0
1.2.5 R/W Mapping						0	\$0
1.2.6 Utilities Search						0	\$0
1.2.7 Base Mapping						0	\$0
Subtotal		0	0	0	0	0	\$0
Task 1.3 Preliminary Design Engineering / Concept Plans							
1.3.1 Roadway Approval Drawings						0	\$0
1.3.2 Water Quality, Hydrology and Channel Hydraulics						0	\$0
1.3.3 Geotechnical Studies and Preliminary Report						0	\$0
1.3.4 Traffic Memorandum						0	\$0
1.3.5 35% Bridge Type Selection Project Memorandum						0	\$0
Subtotal		0	0	0	0	0	\$0
Task 1.4 CEQA/NEPA Environmental Approvals and Tech Studies							
1.4.1 Project Environmental Initiation & Agency Coordination						0	\$0
1.4.2 Biological Resources, Natural Environmental Study - Minimal Impacts, including Jurisdictional Delineation Forms						0	\$0
1.4.3 Cultural Resources, APE, HPSR, ASR - see reimb. Expenses (OPTIONAL)						0	\$0
1.4.4 Hazardous Materials Technical Memorandum						0	\$0
1.4.5 Water Quality Assessment Report Memorandum						0	\$0
1.4.6 Traffic Technical Memorandum (Construction)						0	\$0
1.4.7 Biological Resources, Natural Environmental Study (OPTIONAL)						0	\$0
1.4.8 Land Use and Community Impacts Memorandum						0	\$0
1.4.9 IS/EIA Administrative, Draft and Final Reports						0	\$0
1.4.10 Endangered Species Act Consultation (OPTIONAL)						0	\$0
Subtotal		0	0	0	0	0	\$0
Task 2.1 Project Management							
2.1.1 Project Administration/ Budgeting/ Cost Accounting						0	\$0
2.1.2 Meetings/Agency Coordination						0	\$0
2.1.3 Project Schedule						0	\$0
2.1.4 Local Program Compliance						0	\$0
2.1.5 QA/QC						0	\$0
Subtotal		0	0	0	0	0	\$0
Task 2.2 Final Design Reports and Studies							
2.2.1 Final Foundation Report						0	\$0
2.2.2 Final Hydraulic Design and Report						0	\$0
2.2.3 Preliminary Stormwater Management Plan						0	\$0
2.2.4 Final Storm Water Management Report						0	\$0
2.2.5 Preliminary Stormwater Pollution Prevention Plan, Draft SWPPP						0	\$0
2.2.6 Utility Relocation						0	\$0
2.2.6a Utility Relocation - AT&T PS&E Integration						0	\$0
2.2.7 Right-of-Way Engineering						0	\$0
2.2.8 Right-of-Way Appraisal and Acquisition						0	\$0
Subtotal		0	0	0	0	0	\$0
Task 2.3 Final Plans, Specifications & Estimate							
2.3.1 Unchecked Design Submittal (65% PS&E)		4	8	6	4	22	\$3,437
2.3.2 Checked Design Submittal (95% PS&E)		2	4	4	2	12	\$1,862
2.3.3 Final Design Submittal (100% PS&E)						0	\$0
2.3.3a Final Design Submittal (100% PS&E) - AT&T Utility Relocation						0	\$0
2.3.3b Final Design Submittal (100% PS&E) - Irrigation Tank Design						0	\$0
2.3.4 Final Storm Water Pollution Prevention Plan (SWPPP)						0	\$0
Subtotal		6	12	10	6	34	\$5,299
Task 2.4 Environmental Permitting							
2.4.1 Agency Coordination and Prepare Permit Applications						0	\$0
2.4.2 NSO Habitat Assessment (Desktop and Field Survey)						0	\$0
2.4.3 NSO Protocol-Level Surveys (Yr 1)						0	\$0
2.4.4 NSO ITP and Mitigation Support						0	\$0
2.4.5 NSO Protocol-Level Surveys (Yr 2) (OPTIONAL)						0	\$0
2.4.6 NSO Protocol-Level Surveys (Yr 3) (OPTIONAL)						0	\$0
Subtotal		0	0	0	0	0	\$0
Task 2.5 Services During Bidding (OPTIONAL)							
2.5.1 Respond to Questions - Issue Addenda						0	\$0
2.5.2 Attend Pre-bid and Bid Opening						0	\$0
2.5.3 Review Bids						0	\$0
2.5.4 Attend Pre-Construction Meeting						0	\$0
Subtotal		0	0	0	0	0	\$0
Task 2.6 Design Support During Construction							
2.6.1 Project Management and Administration During Construction						0	\$0
2.6.2 Construction Meetings						0	\$0
2.6.3 RF File and CM Coordination						0	\$0
2.6.4 Construction Submittal Review						0	\$0
2.6.5 Request for Information (RFIs)						0	\$0
2.6.6 Construction Change Orders (CCOs)						0	\$0
2.6.7 Record Drawings						0	\$0
Subtotal		0	0	0	0	0	\$0
Project Total Labor		6	12	10	6	34	\$5,299
Total Hours Per Consultant						34	

Additional Service Request: Tree Protection		MMP				Total Hours	Total Fee
		Landscaping					
DRY CREEK ROAD BRIDGE OVER DRY CREEK							
Engineering and Design Services							
Estimate of Labor Effort							
19-Jan-24							
Task Description	Staff Rate (Fully Loaded)	\$179	\$172	\$144	\$120	#	\$
Task 1.1: Project Management							
Task 1.1: Project Management						0	\$0
Task 1.2: Planning and Project Development							
Task 1.2: Planning and Project Development						0	\$0
Task 1.3: Preliminary Design Engineering / Concept Plans							
Task 1.3: Preliminary Design Engineering / Concept Plans						0	\$0
Task 1.4: CEQA/NEPA Environmental Approvals							
Task 1.4: CEQA/NEPA Environmental Approvals						0	\$0
Total Project Fee Per Consultant							\$0
DBE PARTICIPATION PERCENTAGES							
Task 2.1: Project Management							
Task 2.1: Project Management						0	\$0
Task 2.2: Final Design Reports and Studies							
Task 2.2: Final Design Reports and Studies						0	\$0
Task 2.3: Final Plans, Specifications & Estimates							
Task 2.3: Final Plans, Specifications & Estimates						0	\$5,299
Task 2.4: Environmental Permitting							
Task 2.4: Environmental Permitting						0	\$0
Task 2.5: Services During Bidding (OPTIONAL)							
Task 2.5: Services During Bidding (OPTIONAL)						0	\$0
Task 2.6: Design Support During Construction							
Task 2.6: Design Support During Construction						0	\$0
Total Project Fee Per Consultant							\$5,299

ASR No. 5 - TOTAL FEE \$5,299 **\$5,299**

PRINCIPALS

CATHERINE M.C. AVILA, P.E.
ERNESTO A. AVILA, P.E.

AVILA AND ASSOCIATES
CONSULTING ENGINEERS, INC.
712 BANCROFT ROAD, SUITE 333
WALNUT CREEK, CALIFORNIA 94598

TELEPHONE
(925) 673-0549
FACSIMILE
(415) 576-1235

December 12, 2023

Ron Oen, PE
Principal
Biggs Cardosa Associates, Inc.
865 The Alameda
San Jose, CA 95126

Subject: Proposal for Additional Services Request Number 3 (ASR #3) for the Dry Creek Bridge over Dry Creek Road in Napa County

Dear Ron:

Avila and Associates Consulting Engineers, Inc. (Avila and Associates) appreciates the opportunity to prepare this letter proposal to provide additional services for Dry Creek Road Bridge over Dry Creek in Napa County, (County), California. The purpose of the analysis is to 1) update to a full 2D RAS model for existing and proposed conditions, 2) update the bank protections, and 3) write an Addendum to the Final Hydraulic Report (FHR) documenting the effort. For your consideration, Avila and Associates proposes the following scope of work to complete the analysis and coordination:

Task 1 – Update Hydraulics: In December 2020, the U.S. Army Corps of Engineers Hydraulic Engineering Center released HEC-RAS 6.0 which allows for the inclusion of bridges like Dry Creek into 2D models to allow for full 2D modeling. Avila and Associates will create a 2D HEC-RAS model of the existing reach (including the existing Dry Creek bridge) as well as proposed conditions to determine the changes to the magnitude and direction of the velocity between existing and proposed conditions. Additionally, Avila and Associates will use the updated survey information provided by BKF to enhance the 2D model.

The updated HEC-RAS analysis will be summarized in an addendum to the Final Hydraulic Report (FHR) for the project.

Assumptions: Avila will update the existing conditions surface to make it useful for 2D modeling. Proposed creek and bank protection grading will be provided as a surface in an xml or cadd file by BKF.

Deliverables: Graphics and tables to be provided in the FHR addendum.

Task 2 – Update Bank Protection Options and a Comparison of Existing/Proposed Options: Avila and Associates will use the results of the HEC-RAS 2D model to provide recommendations for bank protection options. Avila will coordinate with BCA and BKF to determine the best bank protection options for the project and size bank protection as applicable using the methods outlined in HEC-23. Additionally, Avila will provide a summary comparing the existing and proposed bank protection options and why the final proposed option was the chosen alternative.

Assumptions: Any bank protection sizing will be for rock slope protection only. BCA and BKF will be responsible for the final plans for any bank protection option.

Deliverables: The proposed bank protection option and calculations (if needed) will be provided in the addendum to the FHR.

Task 3.0 – Prepare Draft and Final Addendum to the Final Hydraulic Report

Prepare Draft and Final Addendum to the Final Hydraulic Report incorporating the comments from the Draft Addendum.

Assumptions: One review of draft final Addendum by Napa County.

Deliverable: PDF version of the draft and final report to be provided via electronic mail.

Task 4 – Project Management: Provide project management and coordination with BCA and BKF, and the County.

Assumptions: A maximum of 2, 1-hour coordination meetings will be required for the updated modeling, and bank protection analysis.

Deliverables: None

We estimate that the effort would take a total an additional of \$15,934 as outlined in the attached exhibit.

Should you have any questions regarding this proposal, please feel free to contact me at (925) 673-0549 or e-mail at cavila@avilaassociates.com.

Very truly yours,

Avila and Associates Consulting Engineers, Inc.



Catherine M.C. Avila, P. E.
Principal

Attachment: Fee Estimate

	Dry Crk 2D RAS modeling, update RSP & document in FHR Addendum	Proj Mgr (eng)	Senior Engineer	Assistant Engineer	Avila Staff Labor	Total
		Cathy A	Remington	Ferraro	Subtotal	
	Rate (\$/hr)	\$192.58	\$141.90	\$96.29		
1	Create 2D HEC-RAS model for existing and proposed conditions					
a	Create existing and proposed condition terrains	2	10	2	\$1,997	\$1,997
b	Create 2D HEC-RAS model for existing conditions	4	12	2	\$2,666	\$2,666
c	Create 2D HEC-RAS model for proposed conditions (and 2 alternatives)	2	12	2	\$2,281	\$2,281
	Subtotal (Task 1)	8	34	6		\$6,943
2	Update Bank Protection Options and Discussion of Existing/Proposed Options					
a	Update bank protection options based on the results of the HEC-RAS 2D model	6	2	2	\$1,632	\$1,632
b	Coordinate with BCA and BKF to finalize bank protection design	6	4	2	\$1,916	\$1,916
	Subtotal (Task 2)	12	6	4		\$3,548
3	Prepare Draft and Final Reports					
a	Create an addendum to the FHR to address Tasks 1 and 2	6	12	2	\$3,051	\$3,051
b	Address comments	2	2		\$669	\$669
c	Prepare Final Report	2	2		\$669	\$669
	Subtotal (Task 3)	10	16	2		\$4,389
4	Project Management					
a	Provide Project Management	2			\$385	\$385
b	2 approximately 1 hour conference calls	2	2		\$669	\$669
c	Escalation				\$0	\$0
d	ODCs				\$0	\$0
	Subtotal (Task 4)	4	2	0		\$1,054
	Grand Total:	34	58	12	\$15,934	\$15,934



Corporate Office
 1255 Treat Blvd., Suite 815
 Walnut Creek, CA 94597

925.691.8500 **phone**
 925.691.6505 **fax**
 www.arws.com

MEMORANDUM

DATE: January 9, 2024
TO: Ron L. Oen, PE, QSD – Biggs Cardosa Associates, Inc.
FROM: Steve Castellano, Right of Way Consultant – ARWS *SC*
PROJECT: Dry Creek Road Bridge Replacement Project
SUBJECT: Budget Amendment Request

This is a format we use to communicate and track changes in scope of services and level of effort from those anticipated, predictable or agreed upon, when entering into the contract for services or subsequent extra work authorizations.

Type of Change:

Level of Effort Scope of Services Other

An increased level of effort involving the following described activities with budget impacts has resulted in the depletion of the budget:

- Participation in multiple project meetings to discuss property rights needed, eligible reimbursement items, Caltrans procedures, steps in the right of way process. Conduct research and review of RON documents for condemnation process - **\$2,000.**
- Extensive negotiation efforts for the Marusich parcel which involved multiple counteroffer responses, involving additional market research by appraiser, and review and input by senior level staff. – **\$3,000.**
- The Herlihy parcel required additional title research, title company coordination, and document signing coordination efforts, and extended negotiations with the Herlihy Trustees. - **\$1,500.**

Additionally, as part of the Right of Way Certification review process, Caltrans has required that the County include a start and end date for the Temporary Construction Easement (TCE) in the Grant of TCE Deeds for the Baker and Marusich parcels. Since the Baker Grant of TCE has already recorded a Correction Deed will be needed. AR/W will prepare and coordinate the signing and notary for the Baker signatures. The Marusich Grant of TCE has not yet been recorded, therefore, AR/WS will update the Grant of TCE and submit to escrow for execution by the property owners as part of the escrow process. This added scope costs **\$1,500.**



Optional Task:

In the event the TCE's for both Bake and Marusich needs to be extended beyond the initial 18-month duration, waiver valuations and contract amendments will be prepared to establish the fair market value of the TCE's at the time of the extension. The total cost for this effort is **\$15,000** (\$7,000 for Baker and \$8,000 for Marusich).

Budgetary Change:

- No Change at this Time Additional Funds Needed Reduction of Budget

An estimated budget of **\$8,000** is requested to coordinate the Marusich escrow closing with the title company, Grant of TCE updates, attendance at project team meetings, as needed, and post-acquisition closeout required for the project.

If needed, the optional task will be authorized at a later date.

Please contact me if you have any questions. If the budget amendment is acceptable, please sign your authorization below and return to my attention. Thank you.

**Additional Funds Authorized
Biggs Cardosa Associates, Inc.**

By: _____

Title: _____

Date: _____



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

January 31, 2024
2015-138-CON

Attn.: Mr. Ron Oen, P.E.

Sub: Cost Estimate - Support Services for Foundation Construction
Dry Creek Road Bridge Replacement at Dry Creek, Napa County, CA

Dear Mr. Oen:

As requested, we are providing cost estimate for construction support of the Dry Creek Road Bridge replacement at Dry Creek in Napa County, CA. The proposed services are relevant to inspection of installation of cast-in-drilled-hole (CIDH) piles for bridge support.

Due to the nature of foundation construction observation and the scope of required services, inspection by trained field personnel is necessary. Based on information provided by the designer, we will at least observe one CIDH pile at each bridge support (Abutments 1 & 2). We will be on-call for the services during foundation construction. Our observations will be from a geotechnical perspective and in accordance with the project plans and specifications. We will be working with the contractor's schedule.

Observation of CIDH Concrete Pile:

We assume that partial steel casing with slurry construction will be adopted for pile construction since groundwater is expected. The field engineer will be at the site to observe the drilling operations for quality assurance purposes and to observe the material and confirm that it is generally consistent with the design assumptions. In the event there are substantial variations or issues that can develop he will alert and communicate them to the RE. It is not the intent of the field engineer to dictate the contractor's means and methods of construction operations' but to be available to the RE for providing additional information and support.

Engineering support may be required as a post construction consultation. The design specifications follow Caltrans standard specifications for CIDH construction and acceptance testing. This would be related to consultation to discuss the findings and any mitigation measures required after the non-destructive testing (Gamma-Gamma Logging/GGL and/or Cross hole Sonic Logging/CSL) results are available. The actual GGL testing is normally performed by a specialty contractor and that is not part of Parikh's scope. We can provide consultation to the design team and the County on an as-needed basis.



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The scope of service includes the following: (1) review of CIDH installation plan, (2) review of GGL/CSL test results and mitigation plan if required, and (3) on-call services for field observation as needed and interaction and review of contractor submittals and RFIs.

Based on the above understanding and assumptions, we have estimated the field time and the project engineer’s time based on our experience. The detailed cost breakdown for budgeting purposes is shown below:

PERSONNEL	UNIT RATE	HOURS/ UNITS	SUB-TOTALS
1. Principal in Charge	\$341.16	8	\$ 2,730.00
2. Engineering Manager/QAQC	\$247.27	16	\$ 3,957.00
3. Senior Engineer (Observation)	\$208.59	32	\$ 6,675.00
		56	\$ 13,362.00
OTHER DIRECT COSTS			
1. Travel Mileage	\$0.59	1000	\$ 590.00
TOTAL DIRECT COSTS			\$ 590.00
			\$ 13,952.00
TOTAL with 10% Contingency			\$ 15,350.00

Assumptions:

1. The County staff will handle Construction Management and RE tasks.
2. Design Engineer will provide submittal/shop drawing reviews, respond to RFIs, and develop record drawings, and the County will coordinate/process these Construction Administrative tasks.
3. The County staff will provide civil inspections tasks.
4. 3 one-hour in-person construction meetings and 3 one-hour teleconferences are assumed.
5. All per day hours mean 8 hours field observation time. Overtime at 1.5 times will be required if the total hours are more than 8 per day including travel time as per DIR regulations. Travel time is assumed to be 1-hour maximum one-way trip.
6. Saturday and Sunday time will be 1.5 times and 2 times the regular rates for the field personnel.
7. Prevailing wage will be required for the field tester as per DIR regulations.
8. All hours are charged as per the approved fee schedule. However minimum charges will apply for standby or cancellations that occur on the day of the scheduled work.
9. Engineering hours are assumed as a percentage of the total field hours. However, if special design issues (construction problems) and additional construction meetings are required it might exceed this assumed percentage.

This estimate is based on the above assumptions. The actual costs could be lower or higher than the estimate depending upon the requested services and the contractor's schedule. Our services will be provided on a time and materials basis.

If you have any questions, please feel free to contact me at your convenience.



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Very truly yours,
PARIKH CONSULTANTS, INC.



Y. David Wang, PhD, PE
Senior Principal

Sharepoint\Ongoing\2015-137 Chiles Pope



